

Entergy Operations, Inc.

Russelville, AR 7280

February 8, 1991

ØCANØ29108

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 finan al 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

M001

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 M il 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 MAF'U 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 PRE:MIUM: It is agreed that the Advance Premium due the companies for the period designated ove 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 sumber and being made part ignated person. No insurance is afforced hereunder.

John L. Checker, Vice President Underwritten.

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 UNCERWRITERS ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

- 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 Emergy Liability Policy (Caulity Form) as designated herson. No losswence is afferded herson that is a second of the second of the

John Cheattrocciv, Use President Underwitting 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

Endorsement No: 82

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

- 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 nereon for insurance coverage under the Nuclear Energy/Liability Policy (Facility Workers Form). No Insurance is alto see hereunder.

John 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 subsgribing 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

- 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 altowed hereunder.

John Quattrocchi, Vice President Enderwriting 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 company
		Ву
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 CERTIFICAT SEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFTORDED BY THIS COPY.

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

By President

Endorsement No: 21

Countersigned by

AMERICAN NUCLEAR INSURERS

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

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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 Arkaitsas Power & Light Company

Date of Issue: November 21, 1990

For the subscribing companies

Endorsement No: 21

Countersigned by

NUCLEAR ENER Y LIABILITY INSURANCE MUTUAL ATOMIC ENER TY 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

VICE PRESIDEN UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement: January 1, 1991

To form a part of Certificate No. $\,M\,$ -0048

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

(12:01 A.M. Standard Time)

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

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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 P. & Light Company

Date of Issue: November 21, 1990

For the ubscribing companies

By

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

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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

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

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Endorsement tieding the endorsement since and being made part of the histories Energy Lieblity Policy Leilies Form) as designated here.

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: F. 's gy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: December 11, 1990 For the subscribing companies

Endorsement No: 82

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

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John Duattrocchi, Tice 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

By
President

Countersigned by

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

CALENDAR YEAR 1991

- ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$10,395.00
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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 Qualificoni President Inderwriting

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 Aubscribing companies

By

Endorsement No: 9

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

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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

By President

Endorsement No: 21

Countersigned by

AMERICAN NUCLEAR INSURERS

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

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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

Countersigned by

Endorsement No: 21

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 GERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY IS URANGE ISECONDARY FINANCE LIABILITY IS URANGE ISECONDARY FINANCE LIABILITY IS URANGE. INSURANA

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

Endorsement No: 21

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

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THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INDURANCE COVERED SE UNCER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURFACE (DESCRIDARY FOR ICIAL PROTECTION). NO

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

To form a part of Certificate No. M . CO68

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

Date of Issue: November 21, 1990

For the subscribing companies

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

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:

- 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:
 - 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

- (E) 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" mei is an event which the Nuclear Regulatory Commission has etermined 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 member and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is road persunder. John L. Quarocchi, Vice Production

Effective Date this Endorsemen	t August 20, 1988 12:01 A.M. Standard		To form a part of Policy No. NF-210
Issued to En	tergy Operations, Inc.	. and Arkansas	s Power & Light Company
Date of issue	November 16, 1990	THE CONTROL FOR THE CONTROL TO THE C	By President
Endorsement No.	87	Countersigne	ed by

American Nuclear Insurers

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
- (5) 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 harcon. No Insurance is attended hereunder.

John L. Quarrocchi, Vice President & Inderweiting

Effective Date of this Endorsement August 20, 1988 12:01 A. M. Standard to	To form a part of Policy No. NF-210
Issued toEntergy Operations, Inc	c. and Arkansas Power & Light Company
Date of Issue <u>November 16, 1990</u>	For the Subscribing Companies, y President
Endorsement No. 88	Countersigned by

Restriction of Companies Obligation to Defend, investigate, Negotiate or Settle Any Claim or Suit (Section 170 0. of the Atomic Energy Act of 1954, as amended)

Effective August 20, 1988, it is agreed that whenever, pursuant to subsection 170 0. 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), (3) 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 0.

This is to certify that this is a true copy of the original

ignated hyreon. No Insurance is aborded Aereunder. was a)

Endorsement having the endorsement number and being made part of the Nuclear Energy Liebility Policy (Facility Form) as des-

	John L America	Cherroch The Presented School of the Annual
Effective Date of this Endorsement	August 20, 1988 12:01 A.M. Standard time	To form a part of Policy No. NF-210
Issued toEnte	rgy Operations, Inc. and A	rkansas Power & Light Company
Date of issue <u>N</u>	ovember 16, 1990	By PRESIDENT
Endorsement No.	89 Counte	ersigned by

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:

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

- The waivers set forth in paragraph 1. above do not apply
 - (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:
- 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.
- 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 however, that with respect to bodily injury, property extraordinary nuclear occurrence, the provisions of bodily injury, property damage or environmental damage resulting from an COVERAGES A and C of the policy providing coverage for bodily injury, property damage or environmental damage hazard and which is discovered and for which written claim after the end of the policy period by the nuclear energy is made against the insured not later than ten (10) years bar coverage for bodily injury, property damage or environmental damage (a) which is caused during the 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 c. lability 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

- 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 Camage 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 Evergy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

John L. Oberrocchi, Vice President-Underwrend

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. NF-210 12:01 A. M. Standard time
Issued toEntergy Operations, Inc. and Arkansas Power & Light Company
Date of Issue November 16, 1990 For the President President
Endorsement No. 90 Countersigned by

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 altorned hereunder.

John L. Quartrocchi, Vice Presedent-Unchers Paris American Nuclear Insurers

Effective Date of this Endorsement January 1, 1990	To form a part of Policy No. NF-210
Issued to Entergy Operations, In	nc. and Arkansas Power & Light Company
Date of Issue November 16, 1990	For the Subscribing Companies, By
Endorsement No. 91	Countersigned by

NE-39c (1/1/90)

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT (Facility Form)

It is agreed that:

INSURING AGREEMENT I is replaced by the following:
 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 a eging 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 ?

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 ver 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 b deemed to be a workmen's compensation carrier within the n sing 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 onsite 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 t 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: 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 warte,

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 endorseme applies to all claims for damages, costs, expenses or c. c 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 Lieblity Poscy (Facility Form) as designated thereon. No Insurance is aborded hereunder.

John L. Querrocchi, Vice Prestani Lindereville American Noclear Insurers

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. NF-210

12:01 & M. Standard time

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

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

By Countersigned by

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:

- 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) contribute y 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

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- (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 come of the original

John L. Quattrocchi, Vice President Linderer illen

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		American Nuclear Insurars
Effective Date of this Endorsement	August 20, 1988 12:01 A.M. Standard tim	To form a part of Policy No. MF-74
Issued to Ente	rgy Operations, Inc. a	nd Arkansas Power & Light Company
Date of issue	November 16, 1990	For the Subscribing Companies
		MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS By 3. Security 1
Endorsement No.	76	ounterstaned by

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 allocated hereoneder.

John L. Quattrocchi Ace President-Underening

	t 20, 1988 To form a part of Policy No. MF-74 A.M. Standard time
Issued to Entergy Oper	ations, Inc. and Arkansas Power & Light Company
Date of issue November	16, 1990 For the Subscribing Companies MUTUAL ATOMIC EMERGY LIABILITY UNDERVRITERS
Endorsement No77	By Sountersigned by

Restriction of Companies Obligation to Defend, Investigate, Negotiate or Settle Any Claim or Suit (Section 170 0. of the Atomic Energy Act of 1954, as amended)

Effective August 20, 1988, it is agreed that whenever, pursuant to subsection 170 0. 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 0.

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 (Fatility Form) as designated hereon. No Insurance in Minimum December Liability Form American Nuclear Insurance in Minimum December Liability Form American Nuclear Insurance in Minimum December Liability Form December Liability

Effective Date this Endorsemen	A CONTRACTOR OF THE CONTRACTOR	To form a part of Policy No. MF-74
Issued to Er	tergy Operations, Inc	. and Arkansas Power & Light Company
Date of issue	November 16, 1990	For the Subscribing Companies
		MUTUAL ATOMIC KNERGY LIABILITY UNDERWRITERS
		By A. S. Quetter
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: 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, (111) 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. The waivers set forth in paragraph 1. above do not apply (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: ME-33c (1/1/90) Page 1 of 3

(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.
The waivers set forth in paragraph 1. above shall be effective only with respect to hodily injuries.

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 alterded decretinder.

John L. Quendochi, Vice President-Lederwriting

Effective Date o this Endorsement		To form a part of Policy No. MF-74
Issued to En	tergy Operations, Inc.	and Arkansas Power & Light Company
Date of issue _	November 16, 1990	For the Subscribing Companies
		MUTUAL ATOMIC EMERGY LIABILITY UNDERVRITERS
		By J. S. Quelling
Endorsement No.	79	Countersigned by

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 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 Naclear Energy Liability Policy (Facility Form) as designated hereon. No insurance of the insurance of the Country of

Effective Date of this Endorsement January	y 1, 1990 To form a part of Policy No. MF-74 A.M. Standard time
Issued tr Entergy Opera	ations, Inc. and Arkansas Power & Light Company
Date of issue November	
	MUTUAL ATOMIC ENERGY LIABILITY UNDERVRITERS
	By 2:8. Qualturely
Endorsement No. 80	Countersigned by

ME-39c (1/1/90)

AMENDATORY ENDORSEMENT (Facility Form)

It is agreed that:

INSURING AGREEMENT I is replaced by the following:
 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:

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 nazard 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 onsite 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 ruclear 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 transpor-tation, 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 mo. 3 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.

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

John L. Queltrocchi, Vice Presidera Underwriting

Effective Date of this Endorsement January 1, 1	
Issued to Entergy Operations	s, Inc. and Arkansas Power & Light Company
Date of Issue November 16, 19	하는 사람들은 가는 사람들이 하는 사람들이 되었다.
	By 5.3. Section /A.
Endorsement No. 81	Countersigned by

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) in Page 1 of the <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - (1) With respect to which the <u>primary financial</u> <u>protection</u> 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 <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> 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 <u>insured</u> not later than ten (10) years after the end of the <u>certificate</u> period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u>.
- II.) Item 4.(b) of the certificate is deleted.
- III.) Item 7. of the <u>certificate</u> is amended to read as follows:

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

THIS IS TO CEPTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY INSURANCE IS AFEORDED BY THIS COPY.

IN L. COLAT THEORY
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 198	
Issued to Arkansas Power & Light	Company
Date of Issue March 23, 1990	
	By Charkon President
Endorsement No. 17	Countersigned by

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 mide in writing against any insured on or after the effect of date of this endorsement stated below.

THIS IS TO CERTISY THAT THIS IS A TRUE COPY OF THE ORIGINAL DEFICIENT THE NUMBER DESIGNATED HEREON, FOR UNSURANCE COVERAGE CANDER THE MISTER FOLICY-NUCLEAR ENERGY INSURANCE CECCHOAGY FOLICAL PROTECTION). NO UNSURANCE CECCHOAGY FOLICAL PROTECTION). NO UNSURANCE CECCHOAGY FOLICAL PROTECTION). NO UNSURANCE CECCHOAGY FOLICAL PROTECTION). NO UNSURE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 12:01 A. M. S	Commence of the commence of th
Issued to Arkansas Power &	ight Company
Date of Issue March 23, 1	Por the Subscribing Companies, By PRESIDENT
Endorsement No. 18	Countersigned by
NE-5-18 (1/1/90)	

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE . SOCIATION

ENDORSEMENT TO CERTIFICATE NO. :
FORMING PART OF MASTER POLICY NO. .
NUCLEAR ENERGY LIABILITY INSUP TE
(SECONDARY FINANCIAL PROTT)

It is agreed that:

- 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

AUMA L S. QUITA AL F...

Entergy Operations, Inc. c/o Entergy Services, Inc. Risk Management Policy P. O. Sox 67000 lev Orleans, Louisiana 70161

Arkansas rover & 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.
- 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.

this Indorses	June 5, 1990 12:01 A.M. Srandard Time	To form a part of Certificate No. N-48
Issued to	Entergy Operations, Inc. and A	rkansas Power & Light Company
Date of Issue	July 11, 1990	For the Subscribing Companies
		By (MONTH PRESIDENT

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 here's covenant with and is held and is firmly bound to the subscribing member. If 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 ret. Spective 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 APPECT 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-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.

authorized officer, to be effe eastern standard time.	ective from and after the date stated below,
Attest or Witness Joseph L Blownt Assistant Sinitary	Named Insured: ENTERGY OPERATIONS, INC. (Named Insured - Type or Print) By Officer) (Signature of Officer) G. E. Harder Vice President-Accounting & Treasurer (Type or Print Name & Title of Officer) Date: October 30, 1990
Effective Date of this Endorsement June 5, 1990	To form a part of Certificate No N-48
	and Arkansas Power & Light Company
Date of Issue July 11, 1990	For the Subscribing Companies By PRESIDENT

Countersigned by____

Endorsement No 20

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: Subparagraph (c) on Page 1 of the certificate is amended to read as follows: (c) to bodily injury or property damage with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for exhaustion of its limit of liability as (i) 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: NE-S-14 Page 1 of 2

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each <u>nuclear incident:</u> \$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 OPPY.

VICE PRESIDENT-UNDERWRITING OF AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 1988	
Issued to Arkansas Power & Light C	ompany
Date of Issue March 23, 1990	For the Subscribing Companies,
	By heather President
Endorsement No. 17	Countersigned by

FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

- In paragraph (c) on Pages 1 and 2 of the <u>certificate</u>, and in all endorsements to the <u>certificate</u> 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 LUABILITY (INSURANCE ISECONDARY FINANCE ISECONDARY FINANCE IS AFFORDED BY THIS COPY. PROTECTION), NO VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	January 1, 1990	CHARLES AND STREET	form a	part of	Certificate	No. N-68
Issued to Arkansa	s Power & Light Co	pany				
Date of Issue M	arch 23, 1990	For the	Subscri	-	ipanies,	
Endorsement No.	18	Countersigned	by			
NE-S-18 (1/1/90)						

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

It is agreed that:

- 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 Patergy Services, Inc. Risk Management Policy P. O. Box 61000 New Orleans, Louisiana 70161

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

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.

 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.

	12:01 A.M. Stendard Ti	To form a part of Certificate No. N-68
Issued to Entergy Operations, Inc and Arkansas Power & Light Company		
Date of Issue	July 11, 1990	For the Subscribing Companies
		By PRESIDENT

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 Mcn 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

		signed and sealed by a duly and after the date stated belo	v,
Sough of Blownt assistant Security	By (Signature G. E. Harder Vice President	of Officer) -Accounting & Treasurer Name & Title of Officer)	
REGULATION AND THE PROPERTY OF		TRUE COPY OF THE ORIGINAL IN DESIGNATED HEREON, FOR MASTER POLICY-NUCLEAR ENERGY FIRM HAL PROTECTION), NO	
Effective Date of this Endorsement June 5.	1990 T Standard Time	o form a part of Certificate N	lo <u>N-68</u>
Issued to Entergy Operation	ons, Inc. and Arka	nsas Power & Light Company	
Do e of Issue July 11, 199	90	For the Subscribing Compa	d
		By PRESIDENT	Management of the control of the con

Countersigned by___

Endorsement No 20

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 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 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: ME-S-14 Page 1 of 2

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 THE COPY.

AMERICAN NUCLEAR INSURERS

Contractor on the Section

Effective Date of this Endorsement	August 20, 1988 12:01 A.M. Standard		form a part	of Certifi	cate No. <u>M-48</u>
Issued to Arkansas	Power & Light Com	pany			
Date of issue	March 23, 1990		For the Su	bscribing (Companies
		MUTUAL	ATOMIC KNEE	RGY LIABILI	TY UNDERVRITERS
		Ву	4	Quality	
Endorsement No	17	Counters	signed by		

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 BEANING THE NUMBER DESIGNATED HEREON, FOR INSURANCE GOOD THE MASTER POLICY-NUCLEAR ENERGY INSURANCE IS ASSOCIATED BY THIS COPY INSURANCE IS ASSOCIATED BY THIS COPY INSURANCE IS ASSOCIATED BY THIS COPY INSURANCE IN THE COPY OF THE ORIGINAL C

Effective Date of this Endorsement January 1, 1990 12:01 A.M. Standard tim.	To form a part of Certificate No. M-48
Issued to Arkansas Power & Light Compan	ıy
Date of issue <u>March 23, 1990</u>	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERVRITERS
Endorsement No Cou	By 3. Oceaning

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

It is agreed that:

* TERICAN NUCLEAR INSURERS

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

- 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.
- "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. M-48. Effective Date of June 5, 1990 this Endorsement To form a .art of Certificate No. M-48 12:01 A.M. Standard Time Entergy Operations, Inc. and Arkansas Power & Light Company Issued to July 11, 1990 Date of Issue For the Subscribing Companies

This endorsement amends none of the other provisions of the

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

THIS IS TO CEARLY THAT THIS IS A TRUE COPY OF THE ORIGHYA CERTIFICATE, DEARNIO THE RUMEER DESIGNATED HEREON, FOR Endorsement No. 19 MAL PROTECTION) NO DUATTROOCH VICE PRESIDENT-UNDERWRITING

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 ate 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 fras) 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

eastern standard time.	effective from and after the date stated below,
Sough L Blownt assistant decelary	Named Insured: ENTERGY OPERATIONS, INC. (Named Insured - Type or Print) By (Signature of Officer) G. E. Harder Vice President-Accounting & Treasurer (Type or Print Name & Tit. 2 of Officer) Date: October 30, 1990
	THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, SEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERACE UNDER THE MAST A POLICY-NUCLEAR ENER LIABILITY INSURANCE TO THE COURT OF THE CO
Effective Date of this Endorsement June 5, 19	
Issued to Entergy Operation	s, Inc. and Aikansas Power & Light Company
Date of Issue July 11, 1990	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERVECTERS

Countersigned by____

Endorsement No 20

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 <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - (1) with respect to which the <u>primary financial</u> <u>protection</u> described in Item 4 of the Declarations
 - (i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or
 - (ii) the application of Insur: Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph of the Waiver of Defenses Endorsement attached thereto, and
 - which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> 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 extraordinary nuclear occurrence.
- II.) Item 4.(b) of the certificate is deleted.
- III.) Item 7. of the certificate is americad 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.

TEHIS IS TO CERTIFY THAT THIS IS A TPUE 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.

VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	August 20, 1988 12:01 A.M. Standard time	To form a part of Cer 'ficate No. M-68
Issued to Arkansa	s Power & Light Company	
Date of issue		For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERVRITERS
Endorsement No.		Countersigned by

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

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 THE CEPT BY THAT THIS IS A TRUE ECPY OF THE CRIGINAL CERTIFICATE HEASING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCE) AL PROTECTION). NO INSURANCE IS AFFORDED BY THE CONTROL OF THE

Effective Date of this Endorsement

January 1, 1990

12:01 A.M. Standard time

To form a part of Certificate No. M-68

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 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:

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

Entergy Operations, Inc. c/c 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

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 Pover & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 6.

This endorsement amends none of the other provisions of the

		nce, Declarations and Bond for Payment of of said Certificate No. M-68.
Effective Date of this Endorsement	June 5, 1990 12:01 A.M. Standard	To form a part of Certificate No. M-68
Issued to Enter	gy Operations, Inc. and	d Arkansas Power & Light Company
Date of Issue	July 11, 1990	
		For the Subscribing Companies
		MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 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)

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.

Payment of Retrospective Pr	ersigned named insured has caused this Bond for emiums, to be signed and scaled by a duly effective from and after the date stated below,
Attest or Witness	Named Insured:
assistant Secretary	ENTERGY OPERATIONS, INC. (Named Insured - Type or Print) By
	(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 TO CERTIFY TO CERTIF OATE BEAJUME INSURANCE INS	
ffective Date of this Endorsement <u>June 5, 1990</u>	
ssued to Entergy Operations.	Inc. and Arkansas Power & Light Company
ate of Issue July 11, 1990	For the Subscribing Companies
	MUTUAL ATOMIC KNERGY LIABILITY UNDERVEN TERS
	By J. S. Gentle J.

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:

- 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 plaif benefits therefor are either payable or required be provided unfor any workmen's compensation or occupational discuss 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 rot 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 Muclear 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 sustainize 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 member and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated person. No insurance is allocated bersonder.

Anerican Minister Insurers

Effective Date of this Endorsement August 20, 1988	To form a part of Policy No. NF-210
Issued to <u>Entergy Operations, Inc. and Ar</u>	kansas Power & Light 'ompany
Date of issue <u>November 16, 1990</u>	By President
Endorsement No. 87 Counte	rsigned 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 issurance is afforded hereunder.

John L. Charrock, Vee Charles afforded hereunder.

Effective Date of this Endorsement August 20, 1988 12:01 A. M. Standard tim	To form a part of Policy No. NF-210
Issued to Entergy Operations, Inc	. and Arkansas Power & Light Company
Date of Issue November 16, 1990	For the Subscribing Companies, President
Endorsement No. 88	Contersigned 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 0. of the Atomic Energy Act of 1954, as amended)

Effective August 20, 1988, it is agreed that whenever, purbuant to subsection 170 0. 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 0.

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 person. No Insurance is attorded hereunder.

John L. Overrocchi, Vice President Underwritted

American Nuclear Insurers

Effective Date of this Endorsement August 20, 1988	To form a part of Policy No. NF-210
Issued to Entergy Operations, Inc.	
Date of issue November 16, 1990	By By Companies
	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: With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection (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. The waivers set forth in paragraph 1. above do not apply 2. (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: NE-33c (1/1/90) Page 1 of 3

- (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 playided under any workmen's compensation or occupational disease law:
- 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.
- 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 1 her 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 c. Lability 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

- 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 see copy of the original Endorsement having the endorse and being made part of the Nuclear Energy Liability Pol. (artify Form) as designated hereon. No Insurance and the reunder.

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. NF-210

Assertican Nuclear Invarient

this bhoorsemer.	12:01 A. M. Standard t	ime
Issued to En	tergy Operations, In	c. and Arkansas Power & Light Company
Date of Issue	November 16, 1990	For the SubScribing Companies,
Endorsement No.	90	Countersigned by

Nuclear Energy Liability Insurance NUCLE R 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 attorded hereunder.

John L. Organización, Vice President-Uniterarial American Nuclear Insurers

Effective Date of this Endorsement January 1, 1990 12.31 A. M. Standard to	To form a part of Policy No. NF-210
Issued to Entergy Operations, In	c. and Arkansas Power & Light Company
Date of Issue November 16, 1990	For the Subscribing Companies,
	By President Co
Endorsement No 91	Countersigned by
NE-39c (1/1/90)	

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT (Facility Form)

It is agreed that:

INSURING AGREEMENT I is replaced by the following: I COVERAGE A - IJABILITY

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 dity 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 dafense, including

 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 FROPERTY 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 apployee 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 workme's compensation insurance as required under the laws of an state.

INSURING AGREEMENT II is repla if 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 () 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 onsite 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 structura basin, excavation, premises or place prepared as a unup 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 nectection of the environment from contamination or invitable danger of contamination, and
- (2) imposed by any symmetrial 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, agencia 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) ar quipment or device designed or used for

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

TV 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" and applicable by "bodily injury, property damage."
- 6. EXCLUSION (f) is replaced by the following exclusion: [This policy does not apply:]
 - (f) to co-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 dealignated hereon. No Incurance is standed dereunder.

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 S. Companies,

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: 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) assumpt on 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 ME-33b Page ' of 3

- (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 bes not apply to the extent that the claimant has astained 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 andorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

John L. Custrocchi, vice Production Co. American Nurseer Unsurers

Effective Date o this Endorsement	f August 20, 1988	To form a part of Policy No. MF-74
	12:01 A.M. Standard	
Issued to Ent	ergy Operations, Inc.	and Arkansas Power & Light Company
Date of issue _	November 16, 1990	For the Subscribing Companie
		MUTUAL ATOMIC ENERGY LIABILITY UNDER RES
		By J. 3. Quality
Endorsement No.	76	Countersigned by

*!uclear Energy Liability Insur-.ice MUTUAL ATOMIC ENERGY LIABILIT UNDERWRITERS

SUPPLEMENTARY ENDORS' MENT
WAIVER OF DEFENSIS
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 connecti . 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 (Farility Form) as designated bereon. No insurance of the previous bereunder.

Effective Date of this Endorsement August 20, 1988 12:01 A.M. Standard time	To form a part of Policy No. MF-74
Issued to Entergy Operations, Inc. and Arkans	sas Power & Light Company
Date of issue November 16, 1990	For the Subscribing Companies
MUTUA	. ATOMIC ENERGY LIABILITY UNDERVRITERS
Endorsement No. 77 Countersis	gned 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 0. of the Atomic Energy Act of 1954, as amended)

Effective August 20, 1988, it is agreed that when 1, pursuant to subsection 170 0. 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 0.

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ignated hereon No knutance in Morald hereunder.

Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Macility Form) as des-

Countersigned by

Endorsament No. 78

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: which the policy applies as proof of financial protection and which (a)

With respect to any extraordinary nuclear occurrence to

- arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
- arises out of or results from a accurs in the course of the transportation of nucle 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:
 - (1) 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.

- The waivers set forth in paragraph 1. above do not apply 2. 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.
- 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 tot later than twenty (20) years after the date of the extraordivary 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

- 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 (Farility Form) as designated hareon. No insurance transfer transfer and the State of the S

American Nuclear Insurers

Endorsement No. 79

Countersigned by _

Nuclear Energy Liability Insurance 'UTUAL 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 andorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is altorded hereunder.

John L. Querrocchi, Vice Presdone-Underwriting
Anierican Nuclear Insurers

Effective Date of this Endorsement	January 1, 1990 To form a part of Policy No. MF-7	4
Issued to Ent	rgy Operations, Inc. and Arkansas Power & Light Company	
Date of issue	ovember 16, 1990 For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITER	S
Endorsement No	By 30. Countersigned by	-

ME-39c (1/1/90)

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT (Facility Form)

It is agreed that:

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:

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

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 employed 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 dee ed 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.

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 onlite 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 re-ult 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.

"envi enmental 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, where 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 covernmental 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 'merica, 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 nucle:r 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

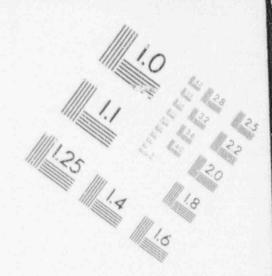
(1) containing byproduct material and

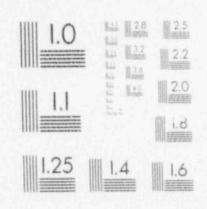
- (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof.
- 4. INSURING AGREEMENT IV is replaced by the following and INSURING AGREEMENT IV-A added by the "Amendment of Coverage Endorsement for Workers Claims (Facility Form)" continues to apply:

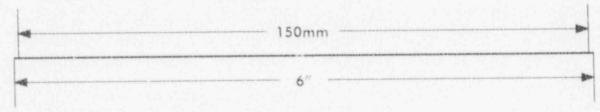
IV LIMITED DEFENSE OF PARTIALLY COVERED CLAIMS OR SUITS

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:

IMAGE EVALUATION TEST TARGET (MT-3)







91 STIME STI

- (1) The companie, 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 endors ment 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 (Edulity Form) as designated person. No insurance is altorous hereunder.

. 8. Quetto la

John L. Overtrocchi, Vice President-Underweising American Nuclear Insurera

Effective Date of this Endorsement	CO. STREET, ST	To form a part of Policy No. MF-74
Tesped to Ente	12:01 A. M. Standard tim	. and Arkansas Power & Light Company
Issued to	199 000100101139 1110	, and riversal roller a Light company
Date of Issue N	ovember 16, 1990	For the Subscribing Companies,
		By 5.3. Seethoff
Endorsement No	81	Countersigned by

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 <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - (1) with respect to which the <u>primary financial</u> <u>protection</u> 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 <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> 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 <u>insured</u> not later than ten (10) years after the end of the <u>certificate</u> period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u>.
- 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 <u>nuclear incident:</u> \$51,266,250.

THIS IS TO CERTIPY 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 FIMANCIAL PROTECTION). NO VIOLE RESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 1988	
Issued to Arkansas Power & Light C	Company
Date of Issue March 23, 1990	For the Subscribing Companies, By
	President
Indorsement No. 17	Countersigned by

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 <u>certificate</u>, and in all endorsements to the <u>certificate</u> 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 INSURANCE GOVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY INSURANCE (BECOMBARY PINSURANCE (BECOMBARY PINSURANCE) AL PROTECTION). NO JOHN LATTROOCHI VIGE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1	minimum part of perturbation in the second of the second o
Issued to Arkansas Power & Light	Company
Date of Issue March 23, 1990	By
Endorsement No. 18	Countersigned by
NF-S-18 (1/1/90)	

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:

AMERICAN NUCLEAR INSURERS

- 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 Pover & 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.
- 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.

Issued toEnterqy Operations, Inc. and Arkansas Power & Light Company Date of Issue July 11, 1990 For the Subscribing Companies	
Date of Issue July 11, 1990 For the Subscribing Companies	
(1/ 1/-	s
By PRESIDENT	

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 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-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 Named Insured: ENTERGY OPERATIONS, INC. (Named Insured - Type or Print) (Signature of Officer) G. E. Harder Vice President-Accounting & Treasurer (Type or Print Name & Title of Officer) Date: October 30, 1990 A POLICY-NUCLEAR ENERGY Effective Date of To form a part of Certificate No N-48 this Endorsement June 5, 1990 12:01 A.M. Standard Time Issued to Entergy Operations, Inc. and Arkansas Pover & Light Company For the Subscribing Companies Date of Issue July 11, 1990

Countersigned by___

Endorsement No 20

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 <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - (1) with respect to which the <u>primary financial</u> <u>protection</u> described a Item 4 of the Declarations would apply but for
 - 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 <u>certificate</u> period stated in Item 6 of the <u>Declarations</u> by a <u>nuclear incident</u> arising out of, or in connection with the nuclear reactor described in Item 3 of the <u>Declarations</u>, and
 - (3) which is discovered and for which written claim is made against the <u>insured</u> not later than ten (10) years after the end of the <u>certificate</u> period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u>.
- II.) Item 4.(b) of the certificate is deleted.
- III.) Item 7. of the <u>certificate</u> 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
> INCURRENCE IS AFFORDED BY HIS COPY.
>
> VICE PRESIDENT-UNDERWRITING

AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	August 20, 198	THE REAL PROPERTY AND ADDRESS OF THE PARTY AND	form a part	t of Certificate	NoN-68
Issued to Arka	nsas Power & Light	Company			
Date of Issue	March 23, 1990			g Companies,	
		Ву	Presiden	-Kon	
Endorsement No.	17	Countersigne	d by		

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 <u>certificate</u>, and in all endorsements to the <u>certificate</u> 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 THE CHIGH THE IS A TOUR COPY OF THE CHIGHAL INSURANCE OF THE CHIGHAL LIABILITY AND IN THE CHICAGO FOR MISURANCE OF THE CHICAGO FOR THE CHICAGO FOR MISURERS

Effective Date of this Endorsement January 1, 1	To some a part of described to 11 00
Issued to Arkansas Power & Light	Company
Date of Issue March 23, 1990	By PRESIDENT
Endorsement No. 18	Countersigned by
NE-S-18 (1/1/90)	

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

It is agreed that:

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

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.

 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.

	12:01 A.M. Standard Ti	To form a part of Certificate No. N-68
Issued to	Entergy Operations, Inc a	nd Arkansas Power & Light Company
Date of Issue	July 11, 1990	For the Subscribing Companies
		By PRESIDENT

. . 1 .

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. I 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. I, 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. I 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. I 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

	remiums, to be signed and sealed by a duly effective from and after the date stated below,
Attest or Witness	Named Insured:
Q 1180 +	THE PARTY OF THE P
Joseph & Blownt	(Named Insured - Type or Print) By
	(Signature of Officer)
	G. E. Harder Vice President-Accounting & Treasurer
	(Type or Print Name & Title of Officer)
	Date: October 30 1990
	Date: October 30, 1990
	THAT THIS IS A TRUE COPY OF THE ORIGINAL
INSURANCE COME	RING THE NUMBER DESIGNATED HERBON, FOR REGISTRIDER THE MASTER POLICY-NUCLEAR ENERGY
LIASILITY INCIDING	FIGE (SECONDARY FINANCIAL PROTECTION). NO
1 =	274
AICE BY HORMAN	No Section (A)
AMERICAN NUCLE	
Effective Date of	
this Endorsement June 5, 19	ACCORDING TO A STATE OF THE PARTY OF THE PAR
Issued to Entergy Operations	, Inc. and Arkansas Power & Light Company
Date of Issue July 11, 1990	For the Subscribing Companies
	PRESIDENT

Countersigned by___

Endorsement No 20

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 an follows:
 - (c) to possily 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 <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> 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 <u>nuclear incident:</u> \$14,883,750.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL OFFTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY NUCLEAR ENERGY DABILITY MISURIANCE (SECONDARY NAMICIAL PROTECTION). NO

AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	August 20, 1988 12:01 A.M. Standard to	
Issued to Arkansa	s Power & Light Comp	any
Date of issue	March 23, 1990	For the Subscribing Companies MUTUAL ATOMIC EMERGY LIAFILITY ONDERVRITERS
Endorsement No	17	Countersigned by

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 <u>insured</u> 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 BEACHING THE MUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE LINDER THE MASTER POLICY-NUCLEAR ENERGY INSURANCE IS ACCORDED BY THIS COPY INSURANCE IS ACCORDED BY THIS COPY INSURANCE IS ACCORDED BY THIS COPY INSURANCE IN THE CONTROL OF THE ORIGINAL PROTECTION). NO VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	January 1, 1990 12:01 A.M. Stancard time	To form a part of Certificate No. M-48
Issued to Arkansa	s Power & Light Compan	У
Date of issueMa	arch 23, 1990	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERVRITERS By
Endorsement No.	18 Cou	ntersigned by

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

It is agreed that:

AMERICAN NUCLEAR INSUREAS

- 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

'ntergy Operations, Inc.
'/o Entergy Services, Inc.
tisk 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

				Λ	ITERS
	TRUE COPY OF THE	E GRIGINAL	4.8.02	ester to	
Endorsement No. 19	HASTER POLICY-NE	UCLEAR ENERGY OTION) Counter	rsigned by		garage of
2.8. Quella	本				

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. I 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. I, 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. I 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. I 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 UBLIGATIONS 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 VITNESS WHEREOF, the undersigned named incured 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.

Joseph L. Glount assistant beauting	Named Insured: ENTERGY OPERATIONS, INC. (Named Insured - Type or Print) By (Signature of Officer) G. E. Harder Vice President-Accounting & Treasurer (Type or Print Name & Title of Officer) Date: October 30, 1990
	THIS IS TO CERTIFICATION IS A TAKE BOOK OF THE DENGINAL CERVIC SALES ASSESSED VALUE OF THE DENGINAL FROM FOR INSURAL ASSESSED VALUE OF THE MASTER POLICY NUCLEAR ENERGY LIASISTY RESERVICE ISCOONDARY FINANTAL PROTECTION), NO INSURAL ASSESSED VALUE OF THE MASTER POLICY NUCLEAR ENERGY LIASISTY RESERVICE ISCOONDARY FINANTAL PROTECTION), NO INSURAL ASSESSED VALUE OF THE DESIGNATION OF THE DESIGNA
fective Date of his Endorsement June 5, 19 12:01 A.M. Sta	
te of Issue July 11, 1990	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERVEATERS By

Countersigned by__

Endorsement No 20

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 <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - (1) with respect to which the <u>primary financial</u> <u>protection</u> described in Item 4 of the Declarations would apply but for
 - 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 <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> 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 <u>nuclear incident</u>: \$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 LABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO

JOHN L. QUATTROCCHI VIUE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	August 2 , 1988	To form a part of Certificate No. M-68
Issued to Arkansas	Power & Light Company	
Date of issue		For the Subscribing Companies MUTUAL ATOMIC EMERGY LIABILITY UNDERWRITERS
Endorsement No.		Countersigned by

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.

CERTIFICATE RESIDENT THE MUSICAL PARTY OF THE ORIGINAL MISURANCE COFFER OF LINGUES WE WASTE A COUNTY-FUGLEAR ENERGY TO THE ORIGINAL FOR THE WASTE A COUNTY-FUGLEAR ENERGY TO THE ORIGINAL FOR THE WASTE A COUNTY-FUGLEAR ENERGY TO THE ORIGINAL FOR THE WASTE A COUNTY-FUGLEAR ENERGY TO THE ORIGINAL FOR THE ORIGINAL F

Effective Date of this Endorsement January 1, 1990	To form a part of Certificate No. M-68
Issued to Arkansas Power & Light Con	npany
Date of issue <u>March 23, 1990</u>	For the Subscribing Companies FITUAL ATOMIC EMERGY LIABILITY UNDERVRITERS
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:

Endorsement No.

- 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 F. 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.

"Certificate of Insu	ends none of the other provisions of the grance, Declarations and Bond for Payment of ums" 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. Standar	d Time
Issued to Entergy Operations, Inc. a	and Arkansas Power & Light Company
Date of Issue July 11, 1990	[1] 마시아
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
	By C. S. Quella J.

Countersigned by

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

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

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

know it! Men By These Presents, that the undersigned does hereby acknowledge that Entergy Operations, Inc. and Arkansas Power & Light Company are named attributed under Master Policy No. 1 described in the Certificate of Insurance and Teclarations of Certificate No. M-68, which was issued to and signed by actions as Power & Light Company with a certificate period beginning on July 1978 and as amended. The undersigned does hereby covenant with and is said and is firmly bound to the subscribing members of Mutual Atomic Energy consistive Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which analy become due and payable in accordance with the terms of Master Policy No. 1, ar 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 trom the date payment thereof is specified to be due the companies in a way in the date payment thereof is specified to be due the companies in a way in the 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 DLICY 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.

Named Insured: Attest or Witness ENTERGY OPERATIONS, INC. (Named Insured - Type or Print) (Signature of Officer) G. E. Harder Vice-President-Accounting & Treasurer (Type or Print Name & Title of Officer) Date: October 30, 1990 CERTIFICATE SEASOND THE REMBER OF SITUATED HEREON, FOR INSURABLE CONTENACE UNIVER THE SITUATED POLICY-NUCLEAR ENERGY THE USECONDARY FIT , DIAL PROTECTION, NO 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 BAKRGY LIABILITY UNDERWRITERS

Countersigned by____

Endorsement No 20