

ENOC-07-00042

**Attachment 5 (Revised)**

**Form of SUPPORT AGREEMENT**

Between

[NewCo]

and

Entergy Nuclear Generation Company,  
Entergy Nuclear FitzPatrick, LLC,  
Entergy Nuclear Vermont Yankee, LLC,  
Entergy Nuclear Indian Point 2, LLC,  
Entergy Nuclear Indian Point 3, LLC, and  
Entergy Nuclear Palisades, LLC

THIS SUPPORT AGREEMENT, dated as of \_\_\_\_\_, 2007 between [NewCo], a Delaware corporation ("Parent"), and Entergy Nuclear Generation Company, Entergy Nuclear FitzPatrick, LLC, Entergy Nuclear Vermont Yankee, LLC, Entergy Nuclear Indian Point 2, LLC, Entergy Nuclear Indian Point 3, LLC, and Entergy Nuclear Palisades, LLC (individually, "Subsidiary Licensee" and collectively, "Subsidiary Licensees"),

**WITNESSETH:**

WHEREAS, through its intermediate subsidiary companies, Parent is the indirect owner of 100% of the outstanding shares of the Subsidiary Licensees;

WHEREAS, the Subsidiary Licensees are the corporate entities that hold the NRC licenses for Pilgrim, Indian Point 2 and 3, FitzPatrick, Vermont Yankee, and Palisades (individually, each a "Facility," and collectively the "Facilities"); and

WHEREAS, Parent and the Subsidiary Licensees desire to take certain actions to assure the ability of the Subsidiary Licensees to pay the pro rata expenses of maintaining the Facilities safely and protecting the public health and safety (the "Operating Expenses") and to meet Nuclear Regulatory Commission ("NRC") requirements during the life of each Facility (the "NRC Requirements").

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. *Availability of Funding.* From time to time, upon the written request of a Subsidiary Licensee, Parent shall provide or cause to be provided to such Subsidiary Licensee such funds as the Subsidiary Licensee determines to be necessary to pay Operating Expenses or meet NRC Requirements; provided, however, in any event the aggregate amount outstanding under this Support Agreement at any one time shall not exceed \$700 million, and this shall be the maximum unreimbursed amount Parent is obligated to provide under this Support Agreement.
2. *No Guarantee.* This Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by Parent shall be construed as, or deemed to constitute, a direct or indirect guarantee by Parent to any person of the payment of the Operating Expenses or of any liability or obligation of any kind or character whatsoever of the Subsidiary Licensees. This Agreement may, however, be relied upon by the NRC in determining the financial qualifications of each Subsidiary Licensee to hold the operating license for a Facility.
3. *Waivers.* Parent hereby waives any failure or delay on the part of the Subsidiary Licensees in asserting or enforcing any of their rights or in making any claims or demands hereunder.
4. *Amendments and Termination.* This Agreement may not be amended or modified at any time without 30 days prior written notice to the NRC. This Agreement shall terminate at such time as Parent is no longer the direct or indirect owner of any of the shares or other ownership interests in a Subsidiary Licensee. This Agreement shall also terminate with respect to the Operating Expenses and NRC Requirements applicable to a Facility whenever such Facility permanently ceases commercial operations and certification is made as to the permanent removal of fuel from the reactor vessel.
5. *Successors.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
6. *Third Parties.* Except as expressly provided in Sections 2 and 4 with respect to the NRC, this Agreement is not intended for the benefit of any person other than the parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.
7. *Other Financial Support Arrangements.* This Agreement supersedes any other support arrangement relating to NRC requirements, if any exists prior to the date

hereof, between Parent or any other affiliate that is a signatory hereto, and a Subsidiary Licensee to provide funding when necessary to pay Operating Expenses and meet NRC Requirements for the Facilities, and any such other financial support arrangement is hereby voided, revoked and rescinded. As such, the total available funding provided for in this Agreement shall be limited as set forth in Section 1 herein and shall not be cumulative with any other financial support arrangement for purposes of meeting NRC requirements. For avoidance of doubt, the parties agree that this Section 7 does not apply to financial guarantees or commitments made to third parties, even where such agreements may relate to compliance with NRC requirements. A list of the financial support arrangements rescinded by this paragraph is provided as Schedule A.

8. *Governing Law.* This Agreement shall be governed by the laws of the State of Delaware.

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

**ACKNOWLEDGED AND AGREED**

[NewCo]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Entergy Nuclear Generation Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Entergy Nuclear FitzPatrick, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entergy Nuclear Vermont Yankee, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entergy Nuclear Indian Point 2, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entergy Nuclear Indian Point 3, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entergy Nuclear Palisades, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED AS TO  
SECTION 7**

Entergy Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Entergy International Holdings LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Entergy International LTD LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Entergy Global, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Schedule A to Attachment 5 (Revised)

<b>Guarantor</b>	<b>Guaranty on behalf of</b>	<b>Amount</b>	<b>Claim</b>
Entergy International LTD LLC	Entergy Nuclear Generation Company	\$50M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy International LTD LLC	Entergy Nuclear Indian Point 2, LLC	\$35M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Global	Entergy Nuclear Indian Point 2, LLC	\$20M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy International Holdings LLC	Entergy Nuclear Vermont Yankee, LLC	\$35M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Corporation	Entergy Nuclear Vermont Yankee, LLC	\$35M	If the financial assurance line is below \$35M at the point that it is determined that ENVY will cease operations, ETR will make additional funds available to ENVY, up to \$35M.
Entergy Corporation	Entergy Nuclear Vermont Yankee, LLC	\$25M	If the financial assurance line is below \$25M at the point that it is determined that ENVY will cease operations, ETR will make additional funds available to ENVY, up to \$25M.
Entergy International LTD LLC	Entergy Nuclear FitzPatrick, LLC & Entergy Nuclear Indian Point 3, LLC	\$50M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Global, LLC	Entergy Nuclear FitzPatrick, LLC	\$20M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Global, LLC	Entergy Nuclear Indian Point 3, LLC	\$20M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Global, LLC	Entergy Nuclear Palisades, LLC	\$25M	Guarantee to NRC for financial assurance to provide for safe plant operation through working credit line.