

ENTERGY NUCLEAR VERMONT YANKEE, LLC

SITE RESTORATION TRUST AGREEMENT

FOR

VERMONT YANKEE NUCLEAR POWER STATION

Dated _____, 2014

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SITE RESTORATION TRUST AGREEMENT

SITE RESTORATION TRUST AGREEMENT made as of this _____ day of _____, 2014, by and ENTERGY NUCLEAR VERMONT YANKEE, LLC, a Delaware limited liability company (the "Company"), and THE BANK OF NEW YORK MELLON as Trustee (the "Trustee"), a New York state bank exercising its trust powers through its offices in Pittsburgh, Pennsylvania.

WHEREAS, the Station is a nuclear fueled electric generating station which will require Decommissioning at the end of its operating life, and will also require Site Restoration;

WHEREAS, pursuant to the Memorandum of Understanding among the Company, Entergy Nuclear Operations, Inc., the Vermont Public Service Department ("PSD") and certain other parties, approved by the final order and certificate of public good issued in Docket No. 6545 by the PSB (the "Docket No. 6545 MOU"), the Company is obligated to perform Site Restoration at the Site;

WHEREAS, pursuant to the Memorandum of Understanding among the Company, Entergy Nuclear Operations, Inc., the PSD and the Vermont Agency of Natural Resources ("ANR"), filed with the Vermont Public Service Board ("PSB") on December 23, 2013, in Docket No. 7862 (the "Docket 7862 MOU") and the final PSB order and certificate of public good issued in Docket No.7862, the Company is required to create and maintain a potential source of funding to provide for the costs associated with Site Restoration at the Site, in addition to the funding provided under the Master Decommissioning Trust;

WHEREAS, the Company, in order to comply with the requirements of the Docket 6545 MOU and Docket 7862 MOU, wishes to establish a trust ("Trust") to hold assets in trust for Site Restoration and to retain and invest those assets;

WHEREAS, The Bank of New York Mellon is willing to serve as Trustee under the Trust on the terms and conditions herein set forth; and

WHEREAS, the Docket 7862 MOU requires the State to be a material beneficiary of the Trust until Site Restoration is completed in accordance with the Site Restoration Standards.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Trustee hereby agrees to accept, from and after the date first above written, Contributions to the Trust delivered to it from time to time by or on behalf of the Company;

TO HAVE AND TO HOLD such Contributions;

TO INVEST AND REINVEST the same as provided herein;

IN TRUST NEVERTHELESS, for the uses and purposes and upon the terms and conditions, as hereinafter set forth, and

TO PAY OR DISTRIBUTE from the Trust as provided herein.

ARTICLE I.

DEFINITIONS

1.01 Definitions. As used in this Trust, the following terms shall have the following meanings:

- (a) "Administrative Expenses" has the meaning given in Section 4.02.
- (b) "Agreement" means this Site Restoration Trust Agreement as the same may be amended, modified, or supplemented from time to time.
- (d) "Applicable Law" means all applicable laws, statutes, treaties, rules, codes, ordinances, Regulations, certificates, orders, interpretations, licenses and permits of any Governmental Authority and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other judicial or quasi-judicial tribunal of competent jurisdiction (including those pertaining to health, safety, the environment or otherwise).
- (e) "Authorized Representatives" has the meaning given in Section 2.05.
- (f) "Business Day" means any day other than Saturday, Sunday and any day which is a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized or required by Applicable Law or other action of Governmental Authority to close.
- (g) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- (h) "Company" has the meaning given in the preamble of this Agreement.
- (i) "Completion of Site Restoration" means completion of Site Restoration in accordance with the Site Restoration Standards as certified by the PSB pursuant to a certificate or order issued at the conclusion of Site Restoration.
- (j) "Contribution" means any contribution, cash or otherwise, made to the Trustee for deposit in the Trust as provided in this Agreement, including, but not limited to, the Contribution required to be made by the Company under Section 7 of the Docket 7862 MOU. No contribution that consists of direct interest in real property, leaseholds or mineral interests shall be permitted.
- (k) "Decommissioning" means the removal of the Station from service and disposal of its components in accordance with Applicable Law. This process shall include, but not be limited to, (i) pre-shutdown activities related to the removal and disposal of the Station including studies, planning, licensing, regulatory filings and non-Department of Energy spent fuel storage, (ii) work done to prepare

and carry out DECON, ENTOMB or SAFSTOR (as defined by the NRC) of the Station and the Site, whichever is applicable, (iii) the removal of radioactively contaminated and radioactively uncontaminated portions of the Station and disposing of the same at the end of the operating life of the Station, (iv) work done to the Site and the Station's associated equipment and facilities and to other areas, whether or not such areas are contiguous to the Site and equipment and facilities, in order to decontaminate such Site and such areas, and (v) work done by or on behalf of the Company (or for which the Company is charged) to a facility where any portion of the Station and its associated equipment and facilities are to be disposed of in order to prepare and maintain such facility as a disposal site.

- (l) "DOH" means the Vermont Department of Health.
- (m) "Docket 6545 MOU" shall have the meaning set forth in the recitals.
- (n) "Docket 7862 MOU" shall have the meaning set forth in the recitals.
- (o) "Excess Funds" shall mean any amounts remaining in the Trust following the Completion of Site Restoration.
- (p) "Exemption" has the meaning given in Section 8.03(b).
- (r) "Governmental Authority" means any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court, including, without limitation, the PSB, the PSD, ANR, and the DOH.
- (s) "Investment Account" has the meaning given in Section 8.01.
- (u) "Investment Manager" and "Investment Managers" have the meaning given in Section 8.01.
- (v) "Master Decommissioning Trust" means the trust established by the Entergy Nuclear Vermont Yankee, LLC Master Decommissioning Trust Agreement for Vermont Yankee Nuclear Power Station, dated July 31, 2002.
- (w) "NRC" means the Nuclear Regulatory Commission, the agency established in Title II of the Energy Reorganization Act of 1974, as amended, comprising the members of the Commission and all offices, employees and representatives authorized to act in any case or matter, or any successor agency.
- (x) "Order" shall mean any order relating to Site Restoration issued by a Governmental Authority and applicable to the Station.
- (aa) "Regulation" means any requirement having the force of law which is binding on the Company.
- (bb) "Site" means the land upon which the Station is situated, located in Vernon, Vermont.

(cc) "Site Assessment Study" means the study to assess the costs and tasks of Decommissioning, spent nuclear fuel management and Site Restoration of the Site, including, but not limited to, a full assessment of non-radiological conditions at the Site, as more particularly described in Section 5 of the Docket 7862 MOU.

(dd) "Site Restoration" means restoration of the Site in accordance with the Site Restoration Standards and expressly excludes activities required in order to meet the NRC's criteria for Decommissioning in 10 C.F.R. part 20 and spent fuel management activities.

(ee) "Site Restoration Certificate" means a document properly completed and executed by an Authorized Representative and substantially in the form of Exhibit A as it may from time to time be amended.

(ff) "Site Restoration Costs" means all costs and expenses relating or allocable to, or incurred in connection with, Site Restoration, including, but not limited to, the removal of equipment, structures and portions of the Station and the Site that are not spent fuel management costs or required to be removed in order to meet the NRC's criteria for Decommissioning in 10 C.F.R. part 20, provided, however, that if Applicable Law prohibits the foregoing or imposes requirements that are more costly to implement than their removal, the term "Site Restoration Costs" shall mean all costs and expenses relating or allocable to, or incurred in connection with, the requirements imposed by Applicable Law.

(gg) "Site Restoration Standards" means the standards established by the Docket 6545 MOU and final PSB order and certificate of public good issued in that Docket, the Docket 7862 MOU and final PSB order and certificate of public good issued in that Docket, and such other standards developed and agreed by the Company, PSD, ANR, and DOH and approved by the PSB following completion of the Site Assessment Study.

(hh) "State" means the State of Vermont and any of its agencies, departments, components and instrumentalities, including, without limitation, the PSD, ANR, and DOH.

(ii) "Station" means the nuclear fueled electric generating station designated as and known as Vermont Yankee Nuclear Power Station (NRC Operating License No. DPR-28) at the Site together with all facilities, equipment, supplies, and improvements located thereon.

(jj) "Trust" has the meaning given in the recitals of this Agreement.

(kk) "Trustee" has the meaning given in the preamble of this Agreement or any successor appointed pursuant to Section 6.01.

ARTICLE II.

TRUST PURPOSE, NAME AND FUND

2.01 Trust Purpose. The exclusive purpose of this Trust is to accumulate and hold the Contributions, together with earnings and appreciation thereon, to fund the obligations of the Company to perform Site Restoration, for the benefit of the Company and of the State, which acting through its agencies, including the PSD, ANR and DOH, has responsibility to oversee and ensure Site Restoration of the Site. The State is a material beneficiary of the Trust, but shall not have any right to distributions from the Trust.

2.02 Establishment of Trust. By execution of this Agreement, the Company establishes the Trust for the retention and investment of the Contributions and earnings and appreciation thereon, which shall be effective on the date first above written; and appoints The Bank of New York Mellon, exercising its trust powers through its offices in Pittsburgh, PA, as Trustee of the Trust.

2.03 Acceptance of Appointment. Upon the terms and conditions herein set forth the Trustee accepts the appointment as Trustee of this Trust. The Trustee declares that it will hold all estate, right, title and interest it may acquire hereunder exclusively for the purposes set forth in this Article II. The Trustee shall receive as Trustee the Contributions deposited with it by the Company and shall deposit such Contributions in the Trust. The Trustee shall hold, manage, invest and administer such Contributions, together with earnings and appreciation thereon, in accordance with this Agreement. In performing its duties under this Agreement, the Trustee shall exercise reasonable care, skill, and caution under the circumstances then prevailing that a prudent professional trustee acting in like capacity and familiar with such matters would use in carrying out the provisions of this Trust Agreement. The Trustee, Investment Manager(s), and anyone directing the investments made in this Trust shall adhere to a "Prudent Investor" standard as specified in 18 C.F.R. § 35.32(a)(3) or any comparable regulation.

2.04 Name of Trust. The Contributions received by the Trustee from the Company together with the proceeds, reinvestments and appreciation thereof shall constitute the "Entergy Nuclear Vermont Yankee, LLC Site Restoration Trust."

2.05 Duties of Authorized Representatives. The Company shall provide the Trustee with a written statement setting forth the names and specimen signatures of those persons it designates as "Authorized Representatives." The Company hereby empowers the Authorized Representatives and their delegates to act for the Company in all respects hereunder. The Authorized Representatives may act as a group or may designate one or more Authorized Representative(s) or delegate(s) to perform the duties described in the foregoing sentence. The Authorized Representatives shall provide the Trustee with a written statement setting forth the name and specimen signature of any delegate of the Authorized Representatives. Until otherwise notified in writing by the Company, the Trustee may rely upon any written notice, instruction, direction, certificate or other communication believed by it to be genuine and to be signed or certified by any one or more Authorized Representatives or their designated delegate(s) ("Authorized Instruction") and the Trustee shall be under no duty to make any investigation or inquiry as to the truth or accuracy of any statement contained therein.

2.06 No Authority to Conduct Business. The purpose of this Trust is limited specifically to the matters set forth in Section 2.01, and there is no objective to carry on any business unrelated to the Trust purpose set forth in Section 2.01, or to divide the gains therefrom.

2.07 No Transferability of Trust. The interest of the Company in the Trust is neither transferable, whether voluntarily or involuntarily, by the Company nor subject to the payment of the claims of creditors of the Company; provided, however, that any creditor of the Company as to which a Site Restoration Certificate has been properly completed and submitted to the Trustee may assert a claim directly against the Trust in an amount not to exceed the amount specified in such Site Restoration Certificate; and provided, further, that all or a portion of the interest of the Company in the Trust may be transferred to a purchaser of all or substantially all of the assets of the Station that also assumes responsibility for Site Restoration, and has been approved by the PSB.

ARTICLE III.

CONTRIBUTIONS AND INCOME

3.01 Contributions. The Company shall make such Contributions to the Trust in accordance with the requirements of Section 7 of the Docket 7862 MOU and the final PSB order and certificate of public good issued in that Docket.

3.02 Net Income. All interest, dividends and other income received with respect to, and any proceeds received from the sale, exchange, or other disposition of, securities or other property held the Trust shall be credited to and reinvested in the Trust by the Trustee.

ARTICLE IV.

DISTRIBUTIONS

4.01 Payment of Site Restoration Costs and Administrative Expenses. The Company shall initiate disbursements from the Trust for incurred costs, liabilities and expenses of Site Restoration by presenting to the Trustee a Site Restoration Certificate (in the form attached hereto as Exhibit A). For the initial Site Restoration Certificate requesting the initial disbursement from the Trust, and for every Site Restoration Certificate requesting a disbursement from the Trust where the Company is the payee, the Company shall first present the Site Restoration Certificate to the PSD which shall have a period of 14 days from receipt of the Site Restoration Certificate to object to the requested disbursement in writing pursuant to the notice provisions in Section 9.04. If no such written objection is made, after expiration of the 14-day waiting period, the Company shall present the Trustee with the Site Restoration Certificate and the Trustee shall make payment out of the Trust for the requested disbursement. Such notice to, and opportunity to object by, the PSD shall not be required for subsequent Site Restoration Certificates other than Site Restoration Certificates where the Company is the payee. The Trustee shall make payments from the Trust (i) for administrative expenses related to services authorized by the Company pursuant to Section 4.02 or (ii) upon receipt of a Site Restoration Certificate in accordance with this paragraph. If the assets of any Trust are insufficient to permit the payment in full of amounts to be paid pursuant to a Site

Restoration Certificate, the Trustee shall have no liability with respect to such insufficiency and no obligation to use its own funds to pay the same.

4.02 Administrative Expenses. In addition to the payment of administrative expenses paid pursuant to Section 4.01, from time to time, the Trustee shall make payments of all administrative expenses (including taxes, reasonable out-of-pocket expenses, and the Trustee's fees as specified in the agreement referred to in Section 4.03) (collectively, the "Administrative Expenses") in connection with the operation of the Trust pursuant to this Agreement. The Trustee shall maintain such records as are necessary to reflect the payment of Administrative Expenses and incidental expenses from the Trust. If the assets of the Trust are insufficient to permit the payment in full of amounts payable under this Section 4.02, the Trustee shall have no liability with respect to such insufficiency and no obligation to use its own funds to pay the same.

4.03 Fees. The Trustee shall receive as exclusive compensation for its services such amounts as may from time to time be agreed to by the Trustee and the Company set forth in a fee schedule that may be updated from time to time upon the mutual consent in writing by both parties.

4.04 Liquidation of Investments. At the direction of the Company or its Investment Manager(s), the Trustee shall sell or liquidate such investments of the Trust as may be specified. The proceeds of any such sale or liquidation shall be credited to the Trust.

4.05 Approval by State of Vermont Public Service Board. In the event the Company shall request disbursements or payments from this Trust other than pursuant to Section 4.01 (Site Restoration Costs), Sections 4.02 and 4.03 (Administrative Expenses including Trustee fees, investment management fees and taxes) or Section 5.02 (termination), then in such other case the Company shall have received the approval for such disbursement or payment from the PSB (or its successor) and the Trustee shall have received a copy of such approval prior to initiating disbursement or payment from the Trust.

ARTICLE V.

TERMINATION

5.01 Termination of Trust. The Trust established hereunder shall terminate only upon the date on which the Trustee receives written notification from an Authorized Representative of the Completion of Site Restoration, including a copy of the PSB certificate or order certifying such completion. Upon termination of the Trust, the State shall no longer be a beneficiary of the Trust. Prior to its termination, the Trust shall be irrevocable.

5.02 Distribution of Trust Upon Termination. Without limitation of Section 5.01 of this Agreement, upon termination of the Trust, at the direction of the Company, the Trustee shall liquidate the assets of the Trust and distribute the Excess Funds (less all reasonable final Administrative Expenses), unless otherwise determined, ordered or required by any Governmental Authority, to the Company. An Authorized Representative will provide the Trustee with written notice(s) regarding the timing and amount of distributions to be made pursuant to this Section 5.02. The Trustee shall be permitted to rely conclusively upon any written notification received from an Authorized Representative relating to any

determination, order or decision of Governmental Authorities, provided a copy of such determination, order or decision is included with the written notification.

ARTICLE VI.

TRUSTEES

6.01 Designation and Qualification of Successor Trustee(s).

(a) At any time during the term of this Trust, the Company shall have the right to remove the Trustee (at the Company's sole discretion) acting hereunder and appoint another qualified entity as a successor Trustee upon thirty (30) days' notice in writing to the Trustee, or upon such shorter notice as may be acceptable to the Trustee. In the event that the bank or trust company serving as Trustee or successor Trustee shall: (i) become insolvent or admit in writing its insolvency; (ii) be unable or admit in writing its inability to pay its debts as such debts mature; (iii) make a general assignment for the benefit of creditors; (iv) have an involuntary petition in bankruptcy filed against it; (v) commence a case under or otherwise seek to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law, statute, or proceeding; or (vi) resign, the Company shall appoint a successor Trustee as soon as practicable. In the event of any such removal or resignation, the Trustee or successor Trustee shall have the right to have its accounts finalized as provided in Section 6.05. Any successor to the Company, as provided herein, shall have the same right to remove and to appoint any Trustee or successor Trustee.

(b) Any successor Trustee shall be a bank or trust company incorporated and doing business within the United States of America and having a combined capital and surplus of at least Two Hundred Fifty Million Dollars (\$250,000,000), if there be such an institution willing, able and legally qualified to perform the duties of Trustee hereunder upon reasonable or customary terms.

(c) Any successor Trustee shall qualify by a duly acknowledged acceptance of this Trust, delivered to the Company. Upon acceptance of such appointment by the successor Trustee, the Trustee shall assign, transfer and pay over to such successor Trustee the assets then constituting the Trust. Any successor Trustee shall have all the rights, powers, duties and obligations herein granted to or incurred by the original Trustee.

6.02 Exoneration from Bond. No bond or other security shall be exacted or required of any Trustee or successor Trustee appointed pursuant to this Agreement.

6.03 Resignation. The Trustee or any successor Trustee hereof may resign and be relieved as Trustee at any time without prior application to or approval by or order of any court by a duly acknowledged instrument, which shall be delivered to the Company by the Trustee no less than thirty (30) days prior to the effective date of the Trustee's resignation or upon such shorter notice as may be acceptable to the Company. If for any reason the Company cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee and the cost of making such application shall be an Administrative Expense.

6.04 Transactions with Third Parties. No person or organization dealing with the Trustee hereunder shall be required to inquire into or to investigate its authority for entering into any transaction or to see to the application of the proceeds of any such transaction.

6.05 Accounts and Reports.

(a) The Trustee shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions hereunder with respect to the Trust in accordance with specifications of the Company, and all accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Company or the PSD. Within ten (10) days following the close of each month, the Trustee shall file with the Company and the PSD a final written report setting forth all investments, receipts and disbursements and other transactions effected by it during the month and containing an exact description of all cash and securities contributed, purchased, sold or distributed and the cost or net proceeds of sale, showing all cash, and securities and other investments held at the end of such month and the cost and fair market value of each item thereof as carried on the books of the Trustee, and showing any fees charged by the Trustee and investment manager(s). Such accounts and reports shall be based on the accrual method of reporting net income and expenses and shall show the assets of the Trust and shall also identify all disbursements from the Trust.

(b) Upon the expiration of ninety (90) days from the date of filing such written reports with the Company and the PSD, the Trustee shall be forever released and discharged from all liability or accountability to anyone with respect to all acts and transactions shown in such written reports, except such acts or transactions as to which the Company or the PSD shall take exception by written notice to the Trustee within such ninety (90) day period; provided, however, that nothing contained in this Section 6.05(b) shall be deemed to relieve the Trustee of any liability imposed pursuant to Section 6.09. In the event that any exception taken by the Company or the PSD cannot be amicably adjusted, the Company or the State may, within one (1) year of the date of such exception, file the written report in a court having jurisdiction and upon the audit thereof any and all such exceptions which may not have been amicably settled shall be heard and adjudicated. Any exception not so filed within one (1) year shall be deemed waived and any liability of the Trustee with respect thereto shall be deemed released.

(c) All records and accounts maintained by the Trustee with respect to the Trust shall be preserved for such period as the Company shall specify and in the absence of any instructions from the Company shall be preserved for a period of seven (7) years. Upon the expiration of any such required retention period, the Trustee shall have the right to destroy such records and accounts after first notifying the Company in writing of its intention and transferring to the Company any records and accounts requested by the Company.

6.06 Pricing and Other Data. For purposes of the accounts and reports required by Section 6.05, "Market Data" shall mean pricing or other data related to Securities and other assets. Market Data includes but is not limited to security identifiers, valuations, bond ratings, classification data, and other data received from Investment Managers and others. In providing Market Data related to the Trust in connection with this Agreement, the Trustee is authorized to use pricing vendors, brokers, dealers, Investment Managers, Authorized Representatives, subcustodians, depositories and any other person

providing Market Data to the Trustee ("Data Providers"). The Trustee may follow Authorized Instructions in providing pricing or other Market Data, even if such instructions direct the Trustee to override its usual procedures and Market Data sources, provided that the Authorized Representative certifies that such instructions and reasonable supporting documentation were provided to the PSD at least fourteen (14) days before such instructions were provided to the Trustee and that the Authorized Representative is aware of no objection by the PSD to those instructions. The Trustee shall be entitled to rely without inquiry on all Market Data (and all Authorized Instructions related to Market Data) provided to it, and the Trustee shall not be liable for any losses incurred as a result of errors or omissions with respect to any Market Data utilized by the Trustee or the Company hereunder, provided, however, that the Trustee shall conduct tolerance checks in accordance with its pricing guidelines or procedures in effect at the time that a price is provided to it by the Data Provider. The Company acknowledges that certain pricing or valuation information may be based on calculated amounts rather than actual market transactions and may not reflect actual market values, and that the variance between such calculated amounts and actual market values may be material. Market Data may be the intellectual property of the Data Providers, which may impose additional terms and conditions upon the Company's use of the Market Data. The additional terms and conditions can be found on the Data Terms Website, at <http://bnymellon.com/products/assetservicing/vendoragreement.pdf> ("Data Terms Website"), or any successor website the address of which is provided by the Trustee to the Company. The Company agrees to those terms as they are posted in the Data Terms Website from time to time. Certain Data Providers may not permit the Company's directed price to be used. Performance measurement and analytic services may use different data sources than those used by the Trustee to provide Market Data for the Trust, with the result that different prices and other Market Data may apply.

6.07 Centralized Functions. The Bank of New York Mellon Corporation is a global financial organization that provides services to clients through its affiliates and subsidiaries in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may centralize functions, including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation and analysis of customer-related data, and other functions (the "Centralized Functions") in one or more affiliates, subsidiaries and third-party service providers. Solely in connection with the Centralized Functions, (i) the Company consents to the disclosure of, and authorizes the Trustee to disclose, information regarding the Company and its accounts ("Customer-Related Data") to the BNY Mellon Group and to its third-party service providers who are subject to confidentiality obligations with respect to such information and (ii) the Trustee may store the names and business addresses of the Company's employees on the systems or in the records of the BNY Mellon Group or its service providers. In addition, the BNY Mellon Group may aggregate Customer-Related Data with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Customer-Related Data with the Company. The Company is authorized to consent to the foregoing and confirms that the disclosure to and storage by the BNY Mellon Group of such information does not violate any relevant data protection legislation. In addition, the Trustee may disclose Customer-Related Data as required by law or at the request of any governmental or regulatory authority.

6.08 Tax Returns and Other Reports. The Trustee shall prepare and submit to the Company in a timely manner all information requested by the Company regarding the Trust

required to be included in the Company's federal, state and local income tax returns or other reports (including tax returns and information returns). The Trustee shall prepare and file all federal, state and local income or franchise tax returns and other reports (including estimated tax returns and information returns) as may be required from time to time with respect to the Trust, and may employ independent certified public accountants or other tax counsel to prepare or review such returns and reports and the reasonable cost thereof shall be an Administrative Expense. The Trustee agrees to sign any tax returns or other reports where required by law to do so or arising out of the Trustee's responsibilities hereunder, and to remit from the Trust appropriate payments or deposits of federal, state and local income or franchise taxes directly to the taxing agencies or authorized depositories or to the Company, in the event that the Company has directly paid such taxes. Any interest or penalty charges assessed against the Trust pursuant to Chapters 67 or 68 of the Code or pursuant to any similar state or local tax provisions, as a result of the Trustee's failure to comply with this Section 6.08 shall be an Administrative Expense unless caused by the Trustee's negligence or willful misconduct in which case such interest or penalty charges shall be borne by the Trustee and not the Trust. The Trustee agrees to notify the Company in writing within ten (10) days of the commencement of the audit of the Trust's federal, state or local tax returns, and to participate with the Company on behalf of the Trust in such audits and related inquiries. The Trustee further agrees to provide the Company with any additional information in its possession regarding the Trust that may be requested by the Company to be furnished in an audit of the Company's federal, state or local tax returns.

6.09 Liability.

(a) The Trustee shall not be liable for any loss or injury resulting from its actions or its performance of its duties hereunder or for its investment decisions in the absence of its own willful misconduct or negligence. In no event shall the Trustee be liable (i) for acting in accordance with instructions from an Authorized Representative or a duly designated delegate, subject to Section 6.06, or pursuant to a legal opinion of counsel to the Trustee or to the Company, or (ii) for special or consequential damages or (iii) for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization.

(b) The Company shall indemnify the Trustee and hold it harmless against any and all claims, losses, liabilities, excise taxes, damages or reasonable expenses (including attorneys' fees and expenses) arising from or in connection with this Agreement or the performance of its duties hereunder, together with any income taxes imposed on the Trustee as a result of any indemnity paid by it hereunder, provided, however, that nothing contained herein shall require that the Trustee be indemnified for any liability imposed pursuant to clause (a) of this Section 6.09. Nothing contained herein shall limit or in any way impair the right of the Trustee to indemnification under any other provision of this Agreement.

(c) The Company understands that when and if the Trustee delivers property against payment, it may deliver such property prior to receiving final payment and that, as a matter of bookkeeping convenience, the Trustee may credit the Trust with anticipated proceeds of sale prior to actual receipt of final payment. The risks of non-receipt of payment shall be the Company's and the Trustee shall have no liability therefore.

(d) All credits to the Trust of the proceeds of sales and redemptions of property and of anticipated income from property shall be conditional upon receipt by the Trustee of final payment and may be reversed to the extent final payment is not received. In the event that the Trustee in its discretion advances funds to the Trust to facilitate the settlement of any transaction, the Trust shall, immediately upon demand, reimburse the Trustee for such amounts plus any interest thereon, and to secure such obligations as well as any other obligations of the Trust hereunder, the Company, to the extent permitted by Applicable Law, hereby grants a continuing security interest in and pledges to the Trustee the property in the Trust and any funds so credited.

(e) The provisions of this Section 6.09 and the right of the Trustee to claim the benefit thereof shall survive any termination of this Agreement and any resignation or removal of the Trustee.

6.10 Holding Securities. Subject to the terms hereof, the Company hereby authorizes the Trustee to hold any Securities in registered form in the name of the Trustee or one of its nominees. Securities held hereunder shall be segregated on the Trustee's books and records from the Trustee's own property. The Trustee shall be entitled to utilize Subcustodians and Depositories in connection with its performance hereunder. Securities and cash held through Subcustodians shall be held subject to the terms and conditions of the Trustee's or a BNY Mellon Affiliate's agreements with such Subcustodians. Securities and cash deposited by the Trustee in a Depository will be held subject to the rules, terms and conditions of such Depository. Subcustodians may hold Securities in Depositories in which such Subcustodians participate. Unless otherwise required by local law or practice or a particular subcustodian agreement, Securities deposited with Subcustodians will be held in a commingled account in the name of the Trustee or a BNY Mellon Affiliate for its clients. The Trustee shall identify on its books and records the Securities and cash belonging to the Trust, whether held directly or indirectly through Depositories or Subcustodians. In no event shall the Trustee be liable for any Losses arising out of the holding of Securities or cash in any particular country, including but not limited to, Losses resulting from nationalization, expropriation or other governmental actions; regulation of the banking or securities industry; exchange or currency controls or restrictions, devaluations or fluctuations or currency redenomination; availability of Securities or cash or market conditions which prevent the transfer of property or the execution of Securities transactions or affect the value of property ("Country Risk Events").

6.11 Subcustodians. The Trustee shall exercise reasonable care, skill, prudence and diligence in the selection or retention, monitoring and continued use of Subcustodians in light of prevailing rules, practices, procedures and circumstances in the relevant market (the "Required Care").

With respect to any Losses incurred by the Trust, as a result of the acts or the failure to act by any Subcustodian ("Operational Losses," which specifically excludes Losses arising out of or relating to Country Risk Events), the Trustee shall be liable for:

a. Operational Losses with respect to Securities or cash held by the Trustee with or through a BNY Mellon Affiliate; and

b. Operational Losses with respect to Securities or cash held by the Trustee with or through a Subcustodian (other than a BNY Mellon Affiliate) to the extent that such Operational Losses were directly caused by failure on the part of the Trustee to exercise Required Care.

With respect to all other Operational Losses not covered by clauses (a) and (b) above, the Trustee shall take appropriate action to recover Operational Losses from such Subcustodian, and Trustee's sole liability shall be limited to amounts recovered from such Subcustodian (exclusive of costs and expenses incurred by the Master Trustee).

In addition, the Trustee shall be liable for repayment to the Master Trust of cash credited to the Trust and credited to any relevant cash account at the Subcustodian that the Master Trustee is not able to recover from the Subcustodian (other than as a result of Country Risk Events).

ARTICLE VII.

TRUSTEE'S GENERAL POWERS

The Trustee shall have, with respect to the Trust, the following powers, all of which powers are fiduciary powers to be exercised in a fiduciary capacity and in the best interests of this Trust and the purposes hereof, namely:

7.01 Registration of Securities. To hold any stocks, bonds, securities, and/or other property in the name of a nominee, in a street name, or by other title-holding device, without indication of trust and generally to exercise the powers of an owner, including, without limitation, the power to vote in accordance with instructions provided by the Company, with respect to any such property whether so held or held in its own name, as Trustee.

7.02 Borrowing. To borrow money in such amounts and upon such terms as the Company may authorize in writing as necessary to carry out the purposes of this Trust, and to pledge any securities or other property for the repayment of any such loan as the Company may direct.

7.03 Retention and Removal of Professional and Employee Services. To employ such attorneys, accountants, custodians, engineers, contractors, clerks and agents as may be reasonably necessary to carry out the purposes of this Trust. The reasonable cost of any such employment shall be an Administrative Expense.

7.04 Delegation of Ministerial Powers. To delegate to other persons such ministerial powers and duties as the Trustee may deem to be advisable.

7.05 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers after the date on which the principal and income of the Trust shall have become distributable and until such time as the entire principal of, and income from, the Trust shall have been actually distributed by the Trustee. It is intended that distribution of the assets of the Trust will occur as soon as possible after termination of the Trust.

7.06 Discretion in Exercise of Powers. To do any and all other acts which the Trustee shall deem proper to effectuate the powers specifically conferred upon it by this Agreement, provided, however, that the Trustee may not do any act or participate in any transaction which would:

- a. Contravene any provision of this Agreement; or
- b. Violate the terms and conditions of any instructions provided in a written statement of the Company.

7.07 Deposit of Funds. To deposit funds in interest bearing account deposits maintained by or savings certificates issued by the Trustee in its separate corporate capacity, or in any other banking institution affiliated with the Trustee.

7.08 Loaning of Securities. To loan securities to brokers or dealers or other borrowers under such terms and conditions as the Company authorizes pursuant to a separate agreement.

7.09 Retention of Uninvested Cash. To hold uninvested cash awaiting investment and such additional cash balances as it shall deem reasonable or necessary, without incurring any liability for the payment of interest thereon.

ARTICLE VIII.

INVESTMENTS

8.01 General Investment Powers. The Company may appoint one or more registered investment advisors, which subject to the written consent of the Trustee may include the Trustee but shall not include the Company, to direct the investment of all or part of the Trust. (Each such investment manager is referred to herein as an "Investment Manager" and collectively as "Investment Managers.") The Company shall also have the right to remove such Investment Manager(s). Whenever such appointment is made, the Company shall provide written notice of such appointment to the Trustee, shall specify the portion of the Trust with respect to which the Investment Manager has been designated, and shall instruct the Trustee to segregate into specified accounts those assets designated for management by each Investment Manager (each such account is referred to herein as an "Investment Account"). The Company shall cause the Investment Manager to certify in writing to the Trustee the identity of the person or persons authorized to give instructions or directions to the Trustee on behalf of such Investment Manager and to provide specimen signatures of such persons. The Trustee may continue to rely upon and comply with all such certifications unless and until otherwise notified in writing by the Company or an Investment Manager, as the case may be. Notwithstanding anything else in this Agreement to the

contrary, no portion of the Trust shall be invested in direct interests in real property, leaseholds or mineral interests.

8.02 Direction by Investment Manager(s).

(a) An Investment Manager designated by the Company to manage an Investment Account shall have authority to manage and to direct the acquisition and disposition of the assets of the Trust, or a portion thereof, as the case may be, and the Trustee shall exercise the powers set forth in Article VIII only when, if, and in the manner directed by the Company in writing, and shall not be under any obligation to invest or otherwise manage any assets in the Investment Account. An Investment Manager shall have the power and authority, exercisable in its sole discretion at any time, and from time to time, to issue and place orders for the purchase or sale of portfolio securities directly with qualified brokers or dealers. The Trustee, upon proper notification from an Investment Manager, shall settle the transactions in accordance with the appropriate trading authorizations. The Company shall cause each Investment Manager to promptly provide to the Trustee written notification of each transaction and shall cause each such Investment Manager to confirm in writing (or cause the broker or dealer to confirm in writing) the settlement of each such transaction to the Trustee and to the Company. Such notification shall be proper authority for the Trustee to pay for portfolio securities purchased against receipt thereof and to deliver portfolio securities sold against payment therefor, as the case may be. All directions to the Trustee by an Investment Manager shall be in writing and shall be signed by a person who has been certified by such Investment Manager pursuant to Section 8.01 as authorized to give instructions or directions to the Trustee.

(b) Should an Investment Manager at any time elect to place security transactions directly with a broker or a dealer, the Trustee shall not recognize such transaction unless and until it has received instructions or confirmation of such fact from an Investment Manager. Should an Investment Manager direct the Trustee to utilize the services of any person with regard to the assets under its management or control, such instructions shall be in writing and shall specifically set forth the actions to be taken by the Trustee as to such services. In the event that an Investment Manager places security transactions directly or directs the utilization of a service, such Investment Manager shall be solely responsible for the acts of such persons. The sole duty of the Trustee as to such transactions shall be incident to its duties as custodian.

(c) The authority of an Investment Manager and the terms and conditions of the appointment and the retention of an Investment Manager shall be the sole responsibility of the Company, and the Trustee shall not be deemed to be a party or to have any obligations under any agreement with an Investment Manager. Any duty of supervision or review of the acts, omissions or overall performance of each Investment Manager shall be the exclusive responsibility of the Company, and the Trustee shall have no duty to review any securities or other assets purchased by an Investment Manager, or to make suggestions to an Investment Manager or to the Company with respect to the exercise or non-exercise of any power by an Investment Manager.

8.03 Trustee's General Investment Powers.

(a) The Trustee recognizes the authority of an Investment Manager to manage, invest, and reinvest the assets in an Investment Account pursuant to an investment manager agreement and as provided in this Article VIII, and the Trustee agrees to cooperate with any Investment Manager as deemed necessary to accomplish these tasks. Notwithstanding the foregoing, to the extent that the assets of the Trust have not been segregated into an Investment Account to be invested by an Investment Manager, and upon the written agreement of the Trustee and the Company, the Trustee may agree to conduct the day-to-day investment management of such assets in accordance with the written general investment instructions of the Company.

(b) Nothing in this Agreement shall restrict the Trustee, in its individual capacity, from acting as an agent for, providing banking, investment advisory, investment management and other services to, and generally engaging in any kind of business with others (including, without limiting the generality of the foregoing, issuers of securities, of money market instruments or of other property purchased by or on behalf of the Trust) to the same extent as if it was not the Trustee hereunder. Nothing in this Agreement shall in any way be deemed to restrict the right of the Trustee, in its individual capacity, to perform services for any other person or entity, and the performance of such services for others will not be deemed to violate or give rise to any duty or obligation to the Company or the Trust not specifically undertaken by the Trustee hereunder. Nothing in this Agreement shall limit or restrict the Trustee, in its individual capacity, or any of its officers, affiliates or employees from buying, selling or trading in any securities for its or their own accounts. The Trustee, in its individual capacity, its officers, employees or affiliates, and its other clients may at any time have, acquire, increase, decrease or dispose of positions in investments which are at the same time being acquired or disposed of for the account of the Trust. The Trustee shall have no obligation to acquire for the Trust a position in any property which it acquires in its individual capacity, or which its officers, employees or affiliates may acquire for its or their own accounts or for the account of a client. The Trustee may invest in any collective, common or pooled trust fund operated or maintained exclusively for the commingling and collective investment of monies or other assets including any such fund operated or maintained by the Trustee or an affiliate. The Company expressly understands and agrees that any such collective fund may provide for the lending of its securities by the collective fund trustee and that such collective fund trustee will receive compensation for the lending of securities that is separate from any compensation of the Trustee hereunder, or any compensation of the collective fund trustee for the management of such collective fund. The Trustee is authorized to invest in a collective fund which invests in The Bank of New York Mellon Corporation stock in accordance with the terms and conditions of the Department of Labor Prohibited Transaction Exemption 95-56 (the "Exemption") granted to the Trustee and its affiliates and to use a cross-trading program in accordance with the Exemption. The Company acknowledges receipt of the notice entitled "Cross-Trading Information", a copy of which is attached to this Agreement as Exhibit B. The Trustee may purchase, enter, sell, hold, and generally deal in any manner in and with contracts for the immediate or future delivery of financial instruments of any issuer or of any other property; to grant, purchase, sell, exercise, permit to expire, permit to be held in escrow, and otherwise to acquire, dispose of, hold and generally deal in any manner with and in all forms of option in any combination.

8.04 Prohibited Investments. Except for investments tied to market indexes or other non-nuclear sector mutual funds or a financial instrument equivalent to cash (including a secured note) in a

form acceptable to the PSD (which approval shall not be unreasonably withheld) and the PSB, investments in the securities or other obligations of Entergy Corporation and its affiliates or subsidiaries, successors or assigns shall be prohibited.

ARTICLE IX.

MISCELLANEOUS

9.01 Headings. The section headings set forth in this Agreement and the Table of Contents are inserted for convenience of reference only and shall be disregarded in the construction or interpretation of any of the provisions of this Agreement.

9.02 Interpretation. When a reference is made in this Agreement to an Article, Section, Schedule or Exhibit, such reference shall be to an Article or Section of, or Schedule or Exhibit to, this Agreement unless otherwise indicated. Any word contained in the text of this Agreement shall be read as the singular or plural and as the masculine, feminine, or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, trust, company or corporation.

9.03 Severability of Provisions. If any provision of this Agreement or its application to any person or entity or in any circumstances shall be invalid and unenforceable, the application of such provision to persons and in circumstances other than those as to which it is invalid or unenforceable and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

9.04 Delivery of Notices Under Agreement. Any notice, direction or instruction required by this Agreement to be given to the Company or the Trustee shall be deemed to have been properly given when delivered by personal service, mailed, postage prepaid, by registered or certified mail, to the person to be notified as set forth below:

If to the Company:

Entergy Nuclear Vermont Yankee, LLC c/o
Entergy Nuclear Operations, Inc.
440 Hamilton Avenue White Plains, NY 10601
Attention: Chief Operating Officer
Fax No.: 914-272-3205

with a copy to:

Entergy Nuclear Vermont Yankee, LLC
639 Loyola Avenue
New Orleans, LA 70113

Attention: Treasurer

If to the Trustee:

The Bank of New York Mellon
One Mellon Center, Room 0410
Pittsburgh, PA 15258-0001
Attn: Entergy Relationship Manager

If to the Public Service Department:

Commissioner
Vermont Public Service Department
112 State Street, Third Floor
Montpelier, VT 05620-2601

The Company or the Trustee may change the above address by delivering notice thereof in writing to the other party.

9.05 Alterations and Amendments.

(a) The Trustee and the Company understand and agree that modifications or amendments may be required to this Agreement, and to the exhibits hereto, from time to time to effectuate the purpose of the Trust and to comply with Applicable Law, any Order, any changes in tax laws, Regulations or rulings (whether published or private) of the Service and any similar state taxing authority, and any other changes in the laws applicable to the Company or the Station. Subject to Section 9.05(d), this Agreement and the exhibits hereto may be altered or amended to the extent necessary or advisable to effectuate such purposes or to comply with such Applicable Law, Order or changes.

(b) Subject to Section 9.05(d), this Agreement, and the exhibits hereto, may be amended, modified, or altered for any purpose requested by the Company so long as such amendment, modification, or alteration does not affect the use of the assets of any Trust to pay the costs of Site Restoration. In the event that any such amendment, modification or alteration adversely affects the rights of the State under this Agreement, such change may only be made with the prior written consent of the PSD.

(c) Any alteration or amendment to, or modification of, this Agreement or an exhibit hereto must be in writing and signed by the Company and the Trustee. The Trustee shall execute any such alteration, modification, or amendment required to be executed by it and shall accept and be governed by any amended, modified or altered schedule delivered to it but shall have no duty to inquire or make any investigation as to whether any amendment, modification or alteration is consistent with this Section 9.05.

(d) Notwithstanding anything in this Section 9.05 to the contrary, no amendment, modification or alteration of this Agreement shall become effective unless the Company shall have provided at least thirty (30) days' notice to the PSB and the PSD (or their successors, if any) of its intent to amend, modify or alter this Agreement. In addition, the Company shall not amend, modify or alter any of the terms of Sections 5.01 and 5.02 without the prior approval of the PSB.

9.06 Successors and Assigns. Subject to the provisions of Section 6.01, this Agreement shall be binding upon and inure to the benefit of the Company, the Trustee, and their respective successors, assigns, personal representatives, executors and heirs.

9.07 Governing Law; Jurisdiction; Certain Waivers.

(a) This Agreement, the Trust and all questions pertaining to their validity, construction, and administration shall be interpreted, construed and determined in accordance with the internal substantive laws (and not the choice of law rules) of the Commonwealth of Pennsylvania to the extent not superseded by federal law. All actions and proceedings brought by the Trustee relating to or arising from, directly or indirectly, this Agreement may be litigated in courts located in the Commonwealth of Pennsylvania and the Company hereby submits to the jurisdiction of such courts. The Company and the Trustee hereby waive the right to a trial by jury in any action or proceeding brought hereunder.

(b) To the extent that, in any jurisdiction, the Company has or hereafter may acquire, or is or hereafter may be entitled to claim, for itself or its assets, immunity (sovereign or otherwise) from suit, execution, attachment (before or after judgment) or any other legal process brought by or on behalf of the Trustee and arising with respect to this Trust or the Trustee's functions hereunder, the Company irrevocably agrees not to claim, and hereby waives, such immunity.

9.08 Accounting Year. The Trust shall operate on an accounting year that coincides with the calendar year, January 1 through December 31.

9.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.10 Site Restoration Liability. Nothing in this Agreement or in any supplement to this Agreement is intended to impose any responsibility on the Trustee for overseeing or paying the cost of the Site Restoration, other than the disbursement of funds in accordance with Article IV.

9.11 Limitation on Liability of Trustee. Notwithstanding anything in this Agreement to the contrary, the Trustee shall not be responsible or liable for its failure to perform under this Agreement or for any losses to the Trust resulting from (a) any event beyond the reasonable control of the Trustee, its agents or subcustodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, or similar action by any Governmental Authority, de facto or de jure, or (b) enactment, promulgation, imposition or enforcement by any such Governmental Authority of currency restrictions, exchange controls, levels or other charges affecting the Trust's property, or (c) the breakdown, failure or malfunction of any utilities or telecommunications systems, or (d) any order or regulation of any banking or securities industry including changes in the market rules and market conditions affecting the execution or settlement of transactions, or (e) acts of war, terrorism, insurrection or revolution, or (f) acts of God; or any other similar event. This Section 9.11 shall survive the termination of this Agreement.

9.12 Representation. The Company and the Trustee hereby each represent and warrant to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individuals executing this Agreement on its behalf have the requisite authority to bind the Company and the Trustee to this Agreement.

9.13 Written communications. Delivery of written communications may be in the form of the Trustee's electronic instruction system, SWIFT, facsimile, mail or such other methods as are for the time being agreed by the Company (or an Authorized Representative) and the Trustee.

IN WITNESS WHEREOF, the Company and the Trustee have set their hands and seals to this Agreement as of the day and year first above written.

ENTERGY NUCLEAR VERMONT YANKEE,
LLC

Attest: _____ By: _____
Name: Title:
Title:
Name:

THE BANK OF NEW YORK MELLON,
as Trustee

Attest: _____ By: _____
Name:
Title:
Name:
Title:

STATE OF LOUISIANA)

) ss. PARISH

OF ORLEANS)

I, _____ , a Notary Public in and for the aforesaid jurisdiction, do hereby certify that _____ and _____ , who are personally known to me to be the persons who executed the foregoing Entergy Nuclear Vermont Yankee, LLC Site Restoration Trust Agreement personally appeared before me in the aforesaid jurisdiction, and as Vice President and Treasurer and Assistant Treasurer of ENTERGY NUCLEAR VERMONT YANKEE, LLC, and by virtue of the power and authority vested in them, acknowledged the same to be the act and deed of ENTERGY NUCLEAR VERMONT YANKEE, LLC and they executed the same as such.

Given under my hand and seal this _____ day of _____ , 2014.

Notary Public State of
Louisiana

My commission is for life

_____ [INSERT APPROPRIATE STATE])
) ss.

COUNTY OF _____)

I, _____ , a Notary Public in and for the aforesaid jurisdiction, do hereby certify that _____ and _____ , who are personally known to me to be the persons who executed the foregoing Entergy Nuclear Vermont Yankee, LLC Site Restoration Trust Agreement personally appeared before me in the aforesaid jurisdiction, and as _____ and _____ of THE BANK OF NEW YORK MELLON, and by virtue of the power and authority vested in them, acknowledged the same to be the act and deed of THE BANK OF NEW YORK MELLON, and they executed the same as such.

Given under my hand and seal this _____ day of _____ , 2014.

Notary Public
_____ [INSERT

APPROPRIATE STATE]

My commission expires _____

EXHIBIT A

SITE RESTORATION CERTIFICATE NO. _____

The undersigned Authorized Representative of Entergy Nuclear Vermont Yankee, LLC, a Delaware limited liability company (the "Company"), being duly authorized and empowered to execute and deliver this Site Restoration Certificate, hereby certifies that disbursements in the amounts and to the payees listed below are for costs, liabilities or expenses duly incurred by the Company for the Site Restoration of the Site under Applicable Law or for Site Restoration Costs, to the extent permitted by the Trust, and hereby directs the Trustee of the Entergy Nuclear Vermont Yankee, LLC Site Restoration Trust, pursuant to Article IV of the Trust Agreement to pay to each payee listed, including the Company if so listed, the amounts set forth therein, and certifies that the payments requested are proper expenditures of the Trust.

[ADDITIONAL LANGUAGE REQUIRED ONLY FOR THE COMPANY'S FIRST REQUEST FOR PAYMENT FROM THE TRUST AND FOR REQUESTS WHERE THE COMPANY IS THE PAYEE: The undersigned Authorized Representative further certifies that a copy of this Certificate and reasonably requested supporting documentation and information were provided to the Vermont Public Service Department ("PSD") at least fourteen [14] days before this Certificate was provided to the Trustee, and the Authorized Representative is aware of no objection by the PSD to the payment requested herein.]

Accordingly, request is hereby made that the Trustee provide for the withdrawal of \$ _____ from the Trust in order to permit payment of such sum to be made to the Payees. You are further requested to disburse such sum, once withdrawn, directly to such Payees in the following manner: [CHECK/WIRE TRANSFER/ _____] on or before _____, 20____.

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By: _____
Name:
Authorized Representative

EXHIBIT B

CROSS-TRADING INFORMATION

As part of the cross-trading program covered by the Exemption for the Trustee and its affiliates, the Trustee is to provide to each affected Trust the following information:

I. The existence of the cross-trading program

The Trustee has developed and intends to utilize, wherever practicable, a cross-trading program for Indexed Accounts and Large Accounts as those terms are defined in the Exemption.

II. The "triggering events" creating cross-trade opportunities

In accordance with the exemption three "triggering events" may create opportunities for cross-trading transactions. They are generally the following (see the Exemption for more information):

- A. A change in the composition or weighting of the index by the independent organization creating and maintaining the index;
- B. A change in the overall level of investment in an Indexed Account as a result of investments and withdrawals as of the account's opening date, where the Account is a bank collective fund, or on any relevant date for non-bank collective funds; provided, however, a change in an Indexed Account resulting from investments or withdrawals of assets of the Trustee's own plans (other than the Trustee's defined contribution plans under which participants may direct among various investment options, including Indexed Accounts) are excluded as a "triggering event"; or
- C. A recorded declaration by the Trustee that an accumulation of cash in an Indexed Account attributable to interest or dividends on, and/or tender offers for, portfolio securities equal to not less than 0.5% of the Account's total value has occurred.

III. The pricing mechanism utilized for securities purchased or sold

Securities will be valued at the current market value for the securities on the date of the crossing transaction.

Equity securities — the current market value of the equity security will be the closing price on the day of trading as determined by an independent pricing service; unless the security was added to or deleted from an index after the close of trading, in which case the price will be the opening price for that security on the next Business Day after the announcement of the addition or deletion.

Debt securities — the current market value of the debt security will be the price determined by the Trustee as of the close of the day of trading according to the Securities and Exchange Commission's Rule 17a-7(b)(4) under the Investment Company Act of 1940.

Debt securities that are not reported securities or traded on an exchange will be valued based on an average of the highest current independent bids and the lowest current independent offers on the day of cross-trading. The Trustee will use reasonable inquiry to obtain such prices from at least three independent sources that are brokers or market makers. If there are fewer than three independent sources to price a certain debt security, the closing price quotations will be obtained from all available sources.

IV. The allocation methods

Direct cross-trade opportunities will be allocated among potential buyers or sellers of debt or equity securities on a prorata basis. With respect to equity securities, please note the Trustee imposes a trivial share constraint to reduce excessive custody ticket charges to participating accounts.

V. Other procedures implemented by the Trustee for its cross-trading practices

The Trustee has developed certain internal operational procedures for cross-trading debt and equity securities. These procedures are available upon request.