

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Entergy Nuclear Vermont Yankee, LLC (“EVY”), Entergy Nuclear Operations, Inc. (“ENO,” and together with EVY, “Entergy VY”), the Vermont Public Service Department (“PSD”), the Vermont Agency of Natural Resources (“ANR”), and the Vermont Department of Health (“VDH”) (collectively, “the Parties”).

A. The Vermont Yankee Nuclear Power Station (“VY Station”) is a nuclear power plant located in Vernon, Vermont, that is owned by EVY and operated by ENO.

B. Entergy VY operated the VY Station until March 21, 2012, pursuant to a license from the Nuclear Regulatory Commission (“NRC”) and a Certificate of Public Good (“CPG”) from the Vermont Public Service Board (“Board”). Before the expiration of those approvals, the NRC renewed the license of Entergy VY for a further 20-year term, and EVY and ENO petitioned the Board for a new CPG for a further 20-year term. The Parties disagree whether EVY had authority from the State of Vermont to operate the VY Station after March 21, 2012. The Parties also disagree about much of the evidence presented to the Board in connection with Entergy VY’s petition for a further 20-year term, including, among other things, the degree, extent, and duration of economic dislocation that residents of Vermont would experience as a result of the shutdown of the VY Station.

C. Until August 27, 2013, Entergy VY was seeking from the Board a CPG that would permit Entergy VY to operate the VY Station through 2032. On August 27, 2013, Entergy VY announced that it will cease operating the VY Station at the end of the current operating cycle. On August 27, 2013, Entergy VY filed a Second Amended Petition with the Board, seeking a CPG from the Board to continue operations to generate electricity only through December 31, 2014. On September 23, 2013, ENO formally notified the NRC that the VY Station would permanently cease power operations effective at the end of the current operating cycle, which is expected to be no later than December 31, 2014.

D. Entergy VY and the State of Vermont (“State”) are engaged in and/or contemplating other actual and potential litigation relating to the VY Station, including: (1) potential petitions for review by the United States Supreme Court of the August 14, 2013, decision of the United States Court of Appeals for the Second Circuit in *Entergy v. Shumlin* (2d Cir. Docket Nos. 12-707 and 12-791); (2) Entergy VY’s motion for attorneys’ fees in *Entergy v. Shumlin* (D. Vt. Docket No. 1:11-cv-99); (3) Public Service Board Docket No. 7600; (4) potential petitions for review of the December 10, 2013, decision of the United States Court of Appeals for the Second Circuit in Entergy VY’s challenge to Vermont’s generation tax enacted in 2012 (2d Cir. Docket No. 12-4659); and (5) Entergy VY’s appeal to the Supreme Court of Vermont from the Board’s decisions in Public Service Board Docket No. 7440 (Sup. Ct. Vt. Docket No. 2013-043). In accordance with this Agreement, Entergy VY and the State of Vermont (through its appropriate agencies and departments) are entering into other agreements and/or filing pleadings that will resolve the claims between the Parties in items (1) - (5) above, with each Party to bear its own costs, including attorneys’ fees, with the exception of any fees or costs that are covered by statutory bill-back or other state billing authority.

E. It is in the best interests of Entergy VY and the State that post-operation matters concerning the VY Station be addressed as constructively and transparently as possible, and be guided by the following principles: (1) the VY Station should be permitted to operate through the end of the current operating cycle to allow a reasonable transition and adjustment period for plant employees and other affected stakeholders; (2) to facilitate the decommissioning and overall closure of the VY Station, spent nuclear fuel (“SNF”) should be moved from the spent fuel pool to dry cask storage in a timely manner; (3) to facilitate the prompt economic redevelopment of the VY Station site, the decommissioning process should occur without unreasonable delay, as soon as there are sufficient funds in the Nuclear Decommissioning Trust (“NDT”) for the VY Station; (4) it is in the best interests of the State for the VY Station site to be available for prompt economic redevelopment through the expeditious progress and completion of decommissioning and, as provided for in prior agreements, site restoration; and (5) a specific fund should be established related to Entergy VY’s site restoration obligations in connection with the VY Station as agreed to herein.

In consideration of all of the foregoing, the obligations hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. On or before December 31, 2014, Entergy VY shall cease all nuclear power generating operations at the VY Station, except for the operation of emergency back-up generators as needed, including periodic testing of same. Notwithstanding the foregoing, in the event the current operating cycle is affected by unexpected operational events that are beyond Entergy VY’s reasonable control (whether external to the plant or otherwise), Entergy VY may seek permission to operate the VY Station for a limited period of time after December 31, 2014. Entergy VY will not operate the VY Station beyond December 31, 2014, unless: (1) PSD supports Entergy VY’s request to extend operation, and (2) Entergy VY seeks and obtains approval from both the NRC and the Board by December 31, 2014, for such limited continued operation. It shall not be sufficient that Entergy VY commenced the steps needed to obtain NRC and Board approval before December 31, 2014; Entergy shall not operate in 2015 unless, during 2014, it receives every approval necessary for those limited operations. Entergy VY assumes the risk that either the NRC or the Board or both may not approve Entergy VY’s request in 2014. In the event that Entergy VY obtains the Board and NRC approvals to operate beyond December 31, 2014, under no circumstance, including pursuant to 3 V.S.A. § 814(b), shall Entergy VY refuel or in any way supplement or extend the normal life of the fuel at the VY Station for the current operating cycle, or conduct nuclear power generating operations at the VY Station after February 28, 2015.
2. Entergy VY and PSD shall jointly recommend to and shall support before the Board the issuance of CPG(s) effective as of March 21, 2012, for: (1) operation of the VY Station through December 31, 2014, and (2) storage of SNF derived from such operation, as requested by the second amended petition filed by Entergy VY in Board Docket No. 7862 on August 27, 2013. Entergy VY and PSD will submit a Memorandum of Understanding (“MOU”) to the Board, in the form attached as Exhibit A, in connection with those filings.

In the event that by March 31, 2014, the Board has not granted Entergy VY a CPG that: (i) approves operation of the VY Station until December 31, 2014, and the storage of SNF derived from such operation; and (ii) approves the Parties’ jointly filed MOU substantially in its entirety and contains conditions that do not materially alter, add to, or reject what is

provided for by the MOU, each Party agrees that this Agreement may terminate, if such Party so determines in its sole discretion and provides written notice within ten (10) days of Board issuance of its order, whereupon each Party shall be placed in the position that it occupied before entering into this Agreement, except that the obligations of paragraph 3(a) through (c) and the actions taken thereunder are final and shall not be affected by any termination.

3. Contemporaneous with this Agreement and subject to the provision for costs and fees in paragraph 24 of this Agreement, Entergy VY and the State or the PSD shall take the following steps or refrain from taking the steps noted (as appropriate) with respect to the litigation described below, which they are engaged in and/or contemplating:
  - a. Entergy VY and the State shall not file petitions for writs of *certiorari* for review by the United States Supreme Court of the August 14, 2013, decision of the United States Court of Appeals for the Second Circuit in *Entergy v. Shumlin* (2d Cir. Docket Nos. 12-707 and 12-791);
  - b. Entergy VY shall move to dismiss, with prejudice, its claim for attorneys' fees in *Entergy v. Shumlin* (D. Vt. Docket No. 1:11-cv-99);
  - c. Entergy VY shall not file petitions for rehearing or writ of *certiorari* for review by the United States Supreme Court of the December 10, 2013, decision of the United States Court of Appeals for the Second Circuit (2d Cir. Docket No. 12-4659) in connection with the generation tax, and shall not challenge the generating tax at issue in that case in any other proceeding or tribunal; and
  - d. Within thirty (30) days of this Agreement or receipt, as appropriate, Entergy VY shall pay all outstanding and all properly submitted future bill-back invoices issued by the State.

Upon the Board's issuance of a CPG as described in paragraph 2:

- e. Entergy VY shall withdraw its appeal to the Supreme Court of Vermont from the Board's decisions in Public Service Board Docket No. 7440 (Sup. Ct. Vt. Docket No. 2013-043); and
  - f. Entergy VY and PSD shall jointly recommend that the Board close Docket 7600.
4. Entergy VY shall conduct all activities in Vermont, including at the VY Station site, in accordance with federal and state laws, including VDH's Radiological Health Rule.
5. Entergy VY shall operate the VY Station in accordance with its existing National Pollutant Discharge Elimination System ("NPDES") permit. Entergy VY and ANR agree to continue to pursue issues related to Entergy VY's thermal discharge through ANR's NPDES permitting process, in accordance with state and federal law.
6. By December 31, 2014, Entergy VY shall complete and shall provide to PSD, ANR, and VDH a site assessment study of the costs and tasks of radiological decommissioning, SNF management, and site restoration of the VY Station. One scenario evaluated in that site assessment study shall be proceeding to prompt decontamination and dismantling (DECON),

rather than putting the VY Station into a storage and monitoring phase prior to decontamination and dismantling (SAFSTOR), as those terms are defined by the NRC. The site assessment study shall include, without limitation, an analysis of steps required to move all SNF to dry fuel storage and to close the spent fuel pool. The site assessment study also shall include, without limitation, a full assessment of non-radiological conditions at the VY Station site. In connection with the site assessment study, Entergy VY shall conduct a good faith search for, and provide to, ANR and VDH copies of all commercial general liability insurance policies in its possession, along with all pollution legal liability policies and all other insurance policies in its possession that may provide coverage for investigation and cleanup of releases of pollutants at or from the VY Station site from the date construction of the VY Station began, to the present. Once the site assessment study is completed, and before any submission to the NRC of the site assessment study, any site-specific estimate, or any Post-Shutdown Decommissioning Activities Report (“PSDAR”), Entergy VY shall review the results of the study with PSD, ANR, and VDH, and shall consider any comments provided by those parties for inclusion in the PSDAR that Entergy VY, as the NRC licensee, is responsible for submitting to the NRC, without limitation of the State’s rights to otherwise comment or participate in the NRC process. Entergy VY shall file its PSDAR for the VY Station with the NRC no sooner than sixty (60) days after completing the site assessment study described in this paragraph. Any PSDAR Entergy VY submits for the VY Station will include this Agreement and reflect Entergy VY’s commitments to the State in that report.

7. Entergy VY shall make appropriate filings with the NRC to obtain authority to begin radiological decommissioning within one hundred twenty (120) days after it has made a reasonable determination that the funds in the NDT are adequate to complete decommissioning and remaining SNF management activities that the federal government has not yet agreed (or been ordered) to reimburse. Once Entergy VY receives either NRC approval of, or non-opposition to, its filings, Entergy VY shall promptly commence, pursue, and complete as soon as reasonably possible radiological decontamination and dismantling activities. Entergy VY shall provide to the PSD such additional explanatory or supporting information as the PSD reasonably may request relating to its evaluation of the adequacy of the NDT.
8. As used in this Agreement, the period of “site restoration” applies only to the period of time after radiological decommissioning has been completed to the satisfaction of the NRC. EVY expressly acknowledges the State’s jurisdiction over site restoration. Following completion of the site assessment study specified in paragraph 6, EVY, PSD, ANR, and VDH shall work in good faith to determine in a timely and cost-effective manner overall site restoration standards necessary to support use of the property without limitation (excepting any independent spent fuel storage installation (“ISFSI”) and any perimeter related to it), including that EVY shall not employ rubbleization at the VY Station site (*i.e.*, demolition of an above-grade decontaminated concrete structure into rubble that is buried on site) and addressing removal of structures and radiological exposure levels. Nothing in this Agreement is intended to limit the authority of state agencies to require standards for site restoration commensurate with the standards most protective to the environment as employed at similar sites nationwide or required by law.
9. EVY shall commence site restoration in accordance with the overall site restoration standards established pursuant to paragraph 8 promptly after completing radiological decommissioning. The standards and timing for site restoration may be adjusted by agreement of EVY, PSD, ANR, and/or VDH if the property or any sub-unit of the property is to be used solely for

industrial, commercial, or other similar uses that do not require immediate or full completion of “site restoration” to accommodate such use of the property.

10. Upon the Board’s issuance of a CPG as described in paragraph 2, EVY shall establish a separate trust fund specifically and solely dedicated to funding site restoration at the VY Station (“Site Restoration Fund”), as described in paragraphs 8 and 9. EVY shall designate the State of Vermont as a material beneficiary to the Site Restoration Fund until site restoration is completed in accordance with the overall site restoration standards established pursuant to paragraph 8, and shall provide to the State within sixty (60) days of the Board’s issuance of a CPG draft trust terms and provisions. Within thirty (30) days of receipt of the draft trust terms and provisions, the State shall provide comments to EVY regarding the same, which EVY shall accept and incorporate so long as commercially reasonable. Provided that the Board issues the CPG as described in paragraph 2, EVY will make initial deposits, in the form of cash or other equivalent financial instrument (including a secured note ) in a form acceptable to the PSD (which approval shall not be unreasonably withheld) and the Board, into the Site Restoration Fund as follows:

- a) \$10 million within thirty (30) days of the Board’s issuance of a CPG as described in paragraph 2;
- b) \$5 million by December 31, 2015;
- c) \$5 million by December 31, 2016;
- d) \$5 million by December 31, 2017.

Those initial deposits into the Site Restoration Fund shall not be drawn from the NDT or affect any financial assurance or guarantee in existence with respect to the VY Station as of the date of this Agreement. EVY shall also provide financial assurance, in the form of a parent guarantee from Entergy Corporation in the amount of \$20 million for the Site Restoration Fund, provided, however, that such \$20 million guarantee shall be established only after the existing parent guarantee from Entergy Corporation, dated January 26, 2010, and related to paragraph 13 of the Memorandum of Understanding in Docket No. 6545 is terminated. The \$20 million parent guarantee can be eliminated if the balance in the Site Restoration Fund exceeds \$60 million (either as a result of additional deposits or fund performance).

11. Except as otherwise provided in this Agreement, the Parties reserve all rights regarding further proceedings related to the VY Station, including without limitation its decommissioning and the proper use of the NDT and to seek or contest expenditures from that fund with the NRC and in any other appropriate forum. No Party’s exercise of such rights shall affect the terms of this Agreement or release or reduce the obligations of the Parties hereunder. Notwithstanding the foregoing:

- (a) In the event that funds from the NDT are expended for SNF management activities, Entergy VY shall diligently pursue all available reimbursement of such expenses, including from the federal government, and Entergy VY shall deposit all such proceeds into either: (i) the NDT, or (ii) a separate trust (if allowed under existing federal and state law, and other agreements), provided that the funds in any such trust are: (1) dedicated to meeting the liabilities of EVY, including

decommissioning, SNF management, and site restoration activities at the VY Station; (2) considered original transferred trust funds (not as new contributions from Entergy VY) subject to calculation and distribution of any Excess Funds under paragraph 3 of the Memorandum of Understanding in Docket No. 6545, as amended by the Board's Orders in that docket; and (3) considered part of the NDT for purposes of determining whether "the funds in the NDT are adequate" as required by paragraph 7 of this Agreement, and included in EVY's submission to the NRC and considered part of sufficient funds under 10 C.F.R. Part 50 for purposes of commencing decommissioning. Any such separate trust shall be in a form that is commercially consistent with trusts of that type, provided that Entergy VY shall provide the trust document(s) to the PSD at least sixty (60) days before the trust is formed and shall provide notice to the PSD at least sixty (60) days before any material change is made to the trust document(s) so that the State will have the opportunity to pursue any legal remedies available to it to redress any concerns it may have with the trust formation or amendment document(s) if such concerns cannot be resolved through mutual agreement of the parties.

- (b) Entergy VY shall not seek reimbursement from the NDT or Department of Energy ("DOE") of any amount relating to: (i) the five (5) annual economic development payments of \$2 million each (for a total of \$10 million) identified in paragraph 17 below; or (ii) the released escrow funds (approximately \$5.2 million) identified in paragraph 14 below.
- (c) Entergy VY shall not seek reimbursement from the NDT or DOE for deposits to the Site Restoration Fund. Consistent with prior agreements and orders regarding proper use of the NDT and distributions of any excess funds in the NDT, including paragraph 3 of the Memorandum of Understanding in Docket No. 6545 as amended by the Board's orders in that docket, after site restoration activities have been completed in accordance with the overall site restoration standards established pursuant to paragraph 8, any remaining funds in the Site Restoration Fund shall be released to EVY or its designee.

- 12. Entergy VY shall apply to the NRC for every approval needed to release portions of the VY Station site for other use after Entergy VY determines in good faith that such portions reasonably could be made available for such use, and shall diligently pursue such applications to completion, provided, however, that Entergy VY shall not be required to submit such applications for parcels smaller than ten acres nor more frequently than once every five years. Entergy VY shall not wait until completion of radiological decommissioning to apply to the NRC to make appropriate portions of the site available for reuse.
- 13. EVY or its affiliate owns the property on which the VY Station is located ("VY Property"). EVY for itself or on behalf of its affiliate shall grant the State (through its designated agency or department) a right of first refusal to purchase the VY Property, and if the owner of the VY Property offers less than all of the VY Property for sale at any one time, the right of first refusal shall apply to each portion from time to time, as they are so offered. The price payable by the State shall be fair market value as determined by an independent appraisal performed by a mutually agreed upon MAI appraiser at the time the right of first refusal is exercised. If the parties are unable to agree on an appraiser within 60 days, each party shall select an

independent appraiser, who in turn will select a third independent appraiser to conduct the valuation. The State's right of first refusal as to each offered portion of the VY Property must be exercised by July 1 of the year following EVY's notice to the State that the VY Property or a portion thereof is available for sale. The State and the owner of the VY Property shall enter into any separate documents or instruments necessary to effectuate this right of first refusal and the intent of this provision.

14. EVY has made quarterly payments related to the Clean Energy Development Fund ("CEDF") into an escrow account since March 21, 2012. In consideration of all provisions of this Agreement, EVY shall make no future payments into that escrow account and make no further payments into the CEDF, with the exception that all amounts held in the escrow account (approximately \$5.2 million at the time of execution of this Agreement) shall be paid to the CEDF within thirty (30) days of the Board's issuance of a CPG as described in paragraph 2, with at least fifty percent (50%) of those amounts to be used in accordance with CEDF criteria for clean energy development activities in or for the benefit of Windham County, Vermont. EVY shall not seek or accept funds from the NDT relating to those escrowed funds.
15. During the period of continued operation of the VY Station for nuclear power generating activities pursuant to paragraph 1 above, EVY shall timely pay all taxes and other monies owed to the State, the Town of Vernon, and any other political subdivision of the State, including the generation tax. Entergy VY specifically reserves its rights to challenge the imposition of, or the amount of, any tax, fee, or other payment not already in effect as of the date of this Agreement which is sought to be imposed on it by the State or any political subdivision thereof, including the right to seek an injunction or other relief in connection with such challenge.
16. In consideration of all provisions of this Agreement, including dismissal of litigation described above, for calendar year 2015 EVY shall make a one-time payment of \$5 million on or before April 25, 2015, to the State of Vermont Department of Taxes. Such payment shall not satisfy any obligation(s) EVY may have now or in the future for: amounts owed to any city or town, including, without limitation, the Town of Vernon or the Town of Brattleboro; EVY's obligation to make in January 2015 the fourth quarterly payment of the generation tax owed for calendar year 2014 operations and, in the event that it generates electricity subsequent to 2014, EVY's obligation to pay the generation tax with respect to such subsequent quarters; or EVY's obligations to pay state income, withholding, and sales and use taxes. If a Vermont law is enacted subsequent to execution of this Agreement that imposes on EVY a state property tax or obligation to make payments in lieu of state property tax related to the VY Station effective in calendar year 2015, the \$5 million payment required under this paragraph for calendar year 2015 shall be an offset against any such amount owed in calendar year 2015.
17. For each of the next five years -- 2014, 2015, 2016, 2017, and 2018 -- EVY shall make a payment to the State of Vermont on or before April 1 of each year in the amount of \$2 million to promote economic development in Windham County, Vermont. EVY shall not seek or accept reimbursement from the NDT for any of these payments. Payments pursuant to this paragraph shall be sent to the attention of the Secretary of Commerce and Community Development, Agency of Commerce and Community Development Central Office, 1 National Life Drive #6, Montpelier, Vermont 05620.
18. The introductory paragraphs contained in this Agreement express the intentions of the Parties

with respect to the VY Station. The binding obligations of the Parties pursuant to this Agreement are set forth in paragraphs 1 through 33. Except as expressly stated in this Agreement, the Parties retain all authority and reserve all rights to take any actions authorized by law. Other than the obligations specifically and expressly undertaken in this Agreement, the Parties reserve and retain all rights, including without limitation Entergy VY's reservation of the right to challenge any requirement or obligation imposed by state law on the ground that such law is preempted by applicable federal law or is otherwise invalid, and the State's reservation of its rights to participate in NRC proceedings and to dispute Entergy VY's use(s) of the NDT.

19. Nothing in this Agreement shall be interpreted as prohibiting or restricting Entergy VY from complying with any requirements or orders of the NRC, or any obligation under its NRC license. To the extent that Entergy VY would be required to obtain approval from the NRC in order to fulfill any obligation under this Agreement, Entergy VY shall pursue such NRC approvals diligently and in good faith, and shall advance each related request by a date reasonably expected to be necessary to meet its obligations under this Agreement.
20. Nothing in this Agreement shall affect, restrict, or limit the jurisdiction or regulatory authority of any state or federal agencies over Entergy VY or the VY Station site.
21. The Parties have made compromises on specific issues to reach this Agreement. This Agreement, and all orders approving and implementing provisions of this Agreement shall not be construed by any Party or tribunal as having precedential impact on any future proceedings involving the Parties, except in a proceeding to enforce the terms of this Agreement.
22. Except as expressly stated in this Agreement, all other agreements, Board orders and MOUs (collectively "Requirements") remain in full force and effect. Entergy VY shall operate and conduct all other activities at the VY Station, including the operation of emergency generators, in full compliance with all such Requirements, as required by state and federal law.
23. The Parties shall negotiate in good faith the terms of necessary instruments to be filed with the appropriate tribunals to embody the terms necessary to accomplish the goals of this Agreement.
24. Each Party bears its own costs and fees in connection with the litigation and other proceedings resolved by this Agreement, including any future litigation related to this Agreement or to the continued operation, shutdown, decommissioning, or site restoration of the VY Station, with the exception of any fees or costs covered by statutory bill-back authority incurred by any state agency.
25. Any notice given pursuant to this Agreement shall be in writing and delivered by: hand (with mailed confirmation copy); receipted overnight delivery service; email (if acknowledged by a reply email from the recipient identified in this Agreement); or mail, first class postage prepaid, with receipted delivery, to the other Party at the address set forth below:



If to PSD:

Commissioner  
Vermont Public Service Department  
112 State Street – Drawer 20  
Montpelier, VT 05620

*With a copy to:*

Director for Public Advocacy  
Vermont Public Service Department  
112 State St.  
Montpelier, VT 05620-2601

*and a copy to:*

Vermont Office of the Attorney General  
109 State Street  
Montpelier, VT 05609-1001

If to ANR:

Secretary  
Vermont Agency of Natural Resources  
1 National Life Drive, Davis 2  
Montpelier, Vermont 05620-3901

*With a copy to:*

General Counsel  
Vermont Agency of Natural Resources  
1 National Life Drive, Davis 2  
Montpelier, Vermont 05620-3901

*and a copy to:*

Vermont Office of the Attorney General  
109 State Street  
Montpelier, VT 05609-1001

If to VDH:

Commissioner  
Vermont Department of Health  
108 Cherry Street  
Burlington, VT 05402

*With a copy to:*

Senior Policy and Legal Advisor  
Vermont Department of Health  
108 Cherry Street  
Burlington, VT 05402

*and a copy to:*

Vermont Office of the Attorney General  
109 State Street  
Montpelier, VT 05609-1001

If to Office of the Attorney General:

Vermont Office of the Attorney General  
109 State Street  
Montpelier, VT 05609-1001

If to Entergy VY:

Entergy Nuclear Vermont Yankee, LLC  
Site Vice President  
P.O. Box 250  
320 Governor Hunt Rd  
Vernon, VT 05354

*With a copy to:*


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

26. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and the courts of the State of Vermont shall be an available venue for enforcement of any disputes arising under this Agreement. The Parties reserve all rights regarding other possible venues. The Parties' obligations under this Agreement are to be applied and enforced consistent with the plain meaning of the language used herein.
27. Entergy VY, PSD, ANR, and VDH each enter into this Agreement freely and after opportunity for and actual consultation with all desired counsel, legal and otherwise, of its choice.
28. Entergy VY, PSD, ANR, and VDH shall reasonably and in good faith cooperate in connection with this Agreement, including by providing executed versions of documents reasonably requested in connection with carrying out the objectives of this Agreement.


29. Entergy VY, PSD, ANR, and VDH each represent that it possesses the power and authority to execute, deliver and perform its obligations under this Agreement, which obligations are valid, binding, and enforceable under this Agreement.
30. This Agreement shall be binding on, and inure to the benefit of, the respective successors and assigns of Entergy VY, PSD, ANR, and VDH and, in any event, shall continue to be binding upon the Parties. Any Party may name a successor or assign its rights under this Agreement by providing notice to and receiving consent from the other parties pursuant to paragraph 25 of this Agreement, such consent not to be unreasonably withheld.
31. This Agreement and any referenced Exhibits hereto constitute the entire agreement between the Parties. This Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the Parties.
32. If any part of this Agreement is determined not to be valid, such provision shall be null and void and the remainder of the Agreement shall continue in full force and effect.
33. This Agreement is effective as of December 23, 2013.

**IN WITNESS WHEREOF**, the parties below enter into this Agreement as a sealed instrument. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the party on whose behalf it is indicated that the person is signing.


VERMONT PUBLIC SERVICE DEPARTMENT

By:   
 Name: CHRISTOPHER TUCCILLO  
 Title: COMMISSIONER, PSD  
 Date: December 23, 2013

VERMONT AGENCY OF NATURAL RESOURCES


By:   
 Name: Sec. Deb Markowitz  
 Title: Sec. ANR  
 Date: Dec 23, 2013

VERMONT DEPARTMENT OF HEALTH


By:   
Name: Harry Chen  
Title: Commissioner of Health  
Date: 12/23/13

As to the terms of ¶¶ 3(a)-(c) and 16 only and otherwise as to form:

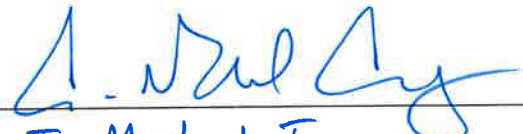
VERMONT OFFICE OF THE ATTORNEY GENERAL

By:   
Name: William H. Sorrell  
Title: Attorney General  
Date: 12/23/13

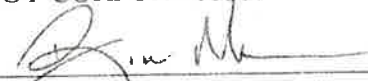
ENTERGY NUCLEAR VERMONT YANKEE, LLC

By:   
Name: T. Michael Twomey  
Title: VP- External Affairs  
Date: December 23, 2013


ENTERGY NUCLEAR OPERATIONS, INC.

By:   
Name: T. Michael Twomey  
Title: VP- External Affairs  
Date: December 23, 2013

As to the terms of ¶ 10 only:  
ENTERGY CORPORATION

By:   
Name: Bill Mowh  
Title: PRESIDENT EWC  
Date: 12/20/13

As to the terms of ¶ 13 only:

By:   
Name: T. Michael Twomey  
Title: VP- External Affairs ENVY  
Date: December 23, 2013