

**GULF STATE UTILITIES-NORTH RYAN STREET SITE –
ADMINISTRATIVE SETTLEMENT COVERING NATURAL RESOURCE DAMAGES**

I. INTRODUCTION & PURPOSE

- A. This Settlement Agreement is made and entered into by and among the National Oceanic and Atmospheric Administration (NOAA), the United States Department of the Interior, acting through the United States Fish and Wildlife Service (USFWS), the Louisiana Department of Wildlife and Fisheries (LDWF), the Louisiana Department of Environmental Quality (LDEQ) (collectively, the “Trustees”), and Entergy Gulf States Louisiana, L.L.C. and Entergy Texas, Inc. (collectively, EGSI), (each a “Party” and collectively, the “Parties”) for the purpose of settling and fully resolving, without litigation, civil claims for natural resource damages inuring to the Trustees under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C., §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. (FWPCA), and any other federal or state law, for the injury, loss or destruction of natural resources resulting from past releases of hazardous substances into the Calcasieu River from the Gulf State Utilities’ Lake Charles Service Center facility, located at 303 North Ryan Street, in Lake Charles LA.
- B. NOAA, USFWS, LDWF, and LDEQ are the natural resource trustees with interests in natural resources that are or may have been injured as a result of the releases of hazardous substances at the Site. This Settlement Agreement is executed by the Trustees and by EGSI.
- C. This Settlement Agreement deals solely with natural resource damage claims of the Trustees arising due to past releases of hazardous substances that are attributable to the Site.

II. DEFINITIONS

- A. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in 43 C.F.R. § 11.14, the natural resource damage assessment regulations promulgated under CERCLA, shall have the meanings assigned to them in such statute and regulations.
- B. “Agreement” means this Settlement Agreement.
- C. “Effective Date” for the purposes of this Agreement shall be the date of the last Party signature to this Agreement.
- D. “Trustees” means NOAA, USFWS, LDWF and LDEQ.

III. STATEMENT OF FACTS

- A. Historic operations at the Site resulted in the deposit or disposal of coal tar, transformer oils, and other hazardous wastes at the facility. Hazardous substances associated with these wastes were found to have migrated, seeped, spilled or otherwise been released into the adjacent Calcasieu River, impacting an approximately .25 acres of bottom habitat, including associated benthic and other resources.
- B. Actions necessary to provide for remediation of the Site have been completed by EGSI, under oversight by the U. S. Environmental Protection Agency (EPA). The Parties believe these actions will be sufficient to prevent further releases of Site-related contaminants into the Calcasieu River and to allow affected habitats and resources in the river to recover. Remedial monitoring to confirm the effectiveness of the remedy is currently underway.
- C. EGSI and the Trustees agree that a settlement of natural resource damages claims associated with the Site without litigation is timely and in the public interest.
- D. The Trustees have expended time, funds, and resources in assessing the natural resource injuries and losses attributable to releases of hazardous substances at the Site.

IV. DENIALS

- A. EGSI enters into this Settlement Agreement without admitting liability under CERLCA, the FWPCA, any rules or regulations promulgated thereunder, and any other federal or state law that may be applicable or give rise to liability to the Trustees for natural resource damages related to the Site.
- B. To settle natural resource damages claims associated with the Site, EGSI and the Trustees agree to the actions and terms set forth below.

V. OBLIGATIONS OF EGSI

- A. EGSI shall pay the sum of \$90,000.00 as compensation for any injuries or losses of natural resources due to past releases of hazardous substances at or from the Site into the Calcasieu River. This sum shall be paid by EGSI within 30 days of the Effective Date of this Agreement. Payment shall be made by Electronic Funds Transfer ("EFT") through the United States Treasury Department's Automated Clearing House for deposit into a restoration account to be established for receipt of the Gulf State Utilities/North Ryan Street damages within the U. S. Department of the Interior's Natural Resource Damage Assessment and Restoration Fund. That transfer shall be accomplished in accordance with the

EFT instructions attached to this Agreement (Attachment I). The addenda record for such transfer shall be annotated "Gulf State Utilities-North Ryan Street Site (LA) Restoration Account".

The funds paid into this restoration account will be held in that account solely for use as agreed by NOAA, USFWS, LDWF, and LDEQ to plan, implement and oversee natural resource restoration actions within the Calcasieu River watershed that would be appropriate to restore, replace or acquire resources or resource services comparable to those likely to have been injured or lost due to Site-related releases.

B. EGSI shall also pay assessment costs as follows:

1. To NOAA: A check in the amount of \$6,658.33 payable to 'NOAA/U. S. Dept of Commerce', with 'Gulf State Utilities/No. Ryan St-F8K3N03-PZ6' included as a notation on the check, shall be sent to:

NOAA Office of General Counsel
ATTN: Stephanie L. Willis
263 13th Avenue South, Suite 177
St. Petersburg, FL 33701

- 2.. No costs payments are due to LDWF, LDEQ or USFWS as each incurred minimal costs and agreed to forgo recovery in the interest of expediting this settlement.

VI. RELEASE OF LIABILITY

- A. Upon receipt of the all payments identified in Section V, the Trustees agree to release EGSI from any and all civil claims for natural resource damages they have or could assert against EGSI under CERCLA, the FWPCA, or any other federal or state law, based on the injury, destruction, or loss of natural resources, including for loss of trust resource services, due to past releases of hazardous substances at the Site. This release is expressly conditioned upon full and timely payment by EGSI of the sums identified in Section V. This release from liability extends only to EGSI, including its parent, its subsidiaries, the following affiliates: Entergy Corporation, Entergy Services, Inc., Entergy Gulf States Louisiana, L.L.C., Entergy Texas, Inc., Entergy Arkansas, Inc., Entergy Louisiana, L.L.C., Entergy Mississippi, Inc. and Entergy New Orleans, Inc., and each of their officers, directors, and employees.
- B. Nothing in this Agreement is intended to be, nor shall it be construed to be, a release from or covenant not to sue for any claim or cause of action, administrative or judicial, for:

1. Natural resource damage claims or causes of action arising due to past or future hazardous substance releases at or from the Site that are unknown to the Trustees;
2. Any other past releases, future releases, discharges, or spills involving any other facility or site with which EGSI may be connected;
3. Any and all potential criminal liability associated with any releases of hazardous substances or other activities associated with the Site; or
4. Any matter not expressly included in the release from liability for natural resource damages set forth in paragraph A of this section.

VII. CERTIFICATIONS

- A. EGSI certifies that, to the best of its knowledge and belief, it has fully and accurately disclosed to the Trustees all information requested by the Trustees that is currently in the possession of EGSI's officers, employees, contractors and agents of EGSI which relate in any way to the potential for natural resource injuries to have resulted from releases at or from the Site.
- B. The Trustees certify that, to the best of their knowledge and belief, no other Trustee intends to present EGSI with a civil claim for damages for the injury, destruction, or loss of natural resources, including for loss of trust resource services, due to past releases of hazardous substances at the Site.

VIII. EXECUTION

This Agreement may be executed in one or more counterparts. All counterpart signature pages shall be considered part of the original document. Each party signing below covenants that he or she is duly authorized to bind the party for whom he or she is signing.

IN WITNESS WHEREOF, this Agreement is executed by each of the parties as of the dates written below.

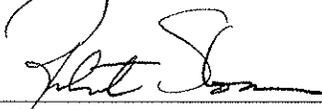
FOR ENTERGY GULF STATES LOUISIANA, L.L.C.



Robert D. Sloan
Executive Vice President, General Counsel
and Secretary

Date: July 30, 2009

FOR ENTERGY TEXAS, INC.



Robert D. Sloan
Executive Vice President, General Counsel
and Secretary

Date: July 30, 2009

FOR THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES

Scott A. Angelle
Secretary
Date: _____

FOR THE LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

Robert J. Barham
Secretary
Date: _____

FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

FOR ENTERGY TEXAS, INC.



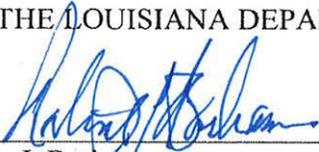
Robert D. Sloan
Executive Vice President, General Counsel
and Secretary

Date: July 30, 2009

FOR THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES

Scott A. Angelle
Secretary
Date: _____

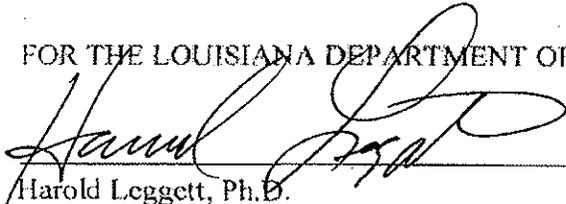
FOR THE LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES



Robert J. Barham
Secretary
Date: 9-1-2009

FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



Harold Leggett, Ph.D.

Secretary

Date: 10-12-2009

FOR THE UNITED STATES FISH AND WILDLIFE SERVICE
ACTING ON BEHALF OF THE UNITED STATES DEPARTMENT OF THE INTERIOR

Sam Hamilton, Regional Director
United States Fish and Wildlife Service, Southeast Region
Authorized Official

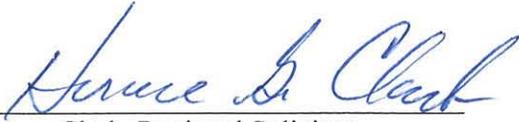
Date: _____

FOR THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

Craig R. O'Connor
Special Counsel for Natural Resources
NOAA Office of General Counsel

Date: _____

FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR,
INCLUDING THE UNITED STATES FISH AND WILDLIFE SERVICE



Horace Clark, Regional Solicitor
Southeast Region
United States Department of the Interior
Solicitor's Office
Settlement Official
Date: Sept. 16, 2009

Harold Leggett, Ph.D.

Secretary

Date: _____

FOR THE UNITED STATES FISH AND WILDLIFE SERVICE
ACTING ON BEHALF OF THE UNITED STATES DEPARTMENT OF THE INTERIOR

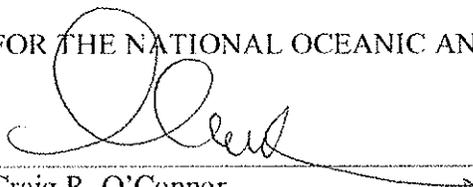
Sam Hamilton, Regional Director

United States Fish and Wildlife Service, Southeast Region

Authorized Official

Date: _____

FOR THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION



Craig R. O'Connor

Special Counsel for Natural Resources

NOAA Office of General Counsel

Date: 8/12/09