

**EXHIBIT B**  
**TO THE CONFIRMATION ORDER**

**CURE AMOUNT NOTICE**

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA

\* \* \* \* \*

\* Case No. 05-17697

IN RE:

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\* Chapter 11

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ENERGY NEW ORLEANS, INC.

\*

Section "B"

Debtor

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**NOTICE REGARDING (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE, (B) AMOUNTS REQUIRED TO CURE DEFAULTS UNDER SUCH EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) RELATED PROCEDURES**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

**1. Executory Contracts and Unexpired Leases to Be Assumed.**

Pursuant to (a) Section 8.1(b) of the Fourth Amended Chapter 11 Plan of Reorganization of Entergy New Orleans, Inc., as Modified, Dated May 2, 2007 (P-1962) (the "Debtor's Plan"), (b) section 365 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), and (c) the Order of the Bankruptcy Court confirming the Debtor's Plan (the "Confirmation Order"), Entergy New Orleans, Inc., as the debtor and debtor in possession and, after the effective date of the Debtor's Plan, as the Reorganized Debtor (collectively, the "Debtor"), has determined to assume certain executory contracts (collectively, the "Executory Contracts") and unexpired leases (collectively, the "Unexpired Leases") listed on Schedule B-1 to this Notice,<sup>1</sup> as of and

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<sup>1</sup> Each Executory Contract and Unexpired Lease assumed under the Debtor's Plan includes any modifications, amendments, supplements or restatements to such Executory Contract and Unexpired Lease, irrespective of whether such modifications, amendments, supplements or restatements are listed on Schedule B-1 to

conditioned upon the occurrence of the effective date of the Debtor's Plan (the "Effective Date").<sup>2</sup>

**2. Proposed Amounts Required to Cure Defaults.**

Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtor cure or provide adequate assurance that it will promptly cure defaults under the Executory Contracts and Unexpired Leases at the time of assumption. The Debtor has determined the amounts required to cure defaults under each of the Executory Contracts and Unexpired Leases at the time of assumption based on its books and records and related documents (collectively, the "Proposed Cure Amount Claims"). The Proposed Cure Amount Claim for any Executory Contract and/or Unexpired Lease to which you are a party is identified on Schedule B-1 to this Notice.

**3. Deadline to Respond to Proposed Assumption and Proposed Cure Amount Claims.**

Pursuant to the Confirmation Order, any party that disputes the assumption of an Executory Contract or Unexpired Lease or the amount of a Proposed Cure Amount Claim is required to File with the Bankruptcy Court, and serve on counsel to the Debtor at the address indicated below, a written objection (an "Objection") setting forth the basis for such dispute, so that such Objection is *actually received* no later than thirty (30) days after the date of this Notice as indicated below (the "Objection Deadline"). The Debtor may File a reply to any such

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this Notice. Listing an Executory Contract and Unexpired Lease on Schedule B-1 to this Notice does not constitute an admission by the Debtor or the Reorganized Debtor, or a ruling of the Bankruptcy Court, that such contract or lease is an Executory Contract or Unexpired Lease or that the Debtor or the Reorganized Debtor has any liability thereunder.

<sup>2</sup> Unless otherwise defined herein, capitalized terms used in this Notice shall have the meaning ascribed to them in the Debtor's Plan. A copy of the Debtor's Plan can be obtained from counsel for the Debtor, at the address provided in this Notice, or can be downloaded, without cost, at the internet site with the address [www.bmcgroup.com/entergy](http://www.bmcgroup.com/entergy).

Objection no later than thirty (30) days after the Objection was Filed. For purposes of Filing Objections, the address of the Bankruptcy Court is: United States Bankruptcy Court for the Eastern District of Louisiana, Hale Boggs Federal Building, 500 Poydras St., Suite B-601, New Orleans, LA 70130.

**4. Consensual Resolution of Disputes.**

The Debtor requests that any party that disputes the assumption of an Executory Contract or Unexpired Lease or the amount of a Proposed Cure Amount Claim contact the Debtor before the Objection Deadline to attempt to consensually resolve such dispute. The Debtor's contact person for such matters is Alan H. Katz, Assistant General Counsel, 639 Loyola Ave., New Orleans, Louisiana 70113, telephone number (504) 576-2240. If such disputes cannot be resolved consensually before the Objection Deadline, the objecting party must file and serve an Objection to preserve its right to dispute the assumption or the amount of a Proposed Cure Amount Claim. If no objection is timely and properly Filed and served, (a) the proposed assumption of the Executory Contract or Unexpired Lease shall be deemed approved in accordance with the Debtor's Plan and the Confirmation Order, and (b) the Proposed Cure Amount Claim for such Executory Contract or Unexpired Lease shall become the final Allowed Cure Amount Claim and shall be paid in accordance with Paragraph 5 below, in either case without further action of the Bankruptcy Court or the Debtor.

**5. Hearing; Reservation of Rights.**

If the parties are unable to resolve disputes regarding a Proposed Cure Amount claim or other matters pertaining to the assumption of an Executory Contract or Unexpired Lease, such disputes shall be determined by the Bankruptcy Court at a hearing to be scheduled on not less than thirty (30) days' notice.

**6. Payment of Cure.**

Absent any pending disputes, the Proposed Cure Amount Claims shall be satisfied, at the option of the Debtor, (a) by payment of the Proposed Cure Amount Claim in Cash on the Effective Date or as soon as practicable after the applicable Objection Deadline, or (b) on such other terms as agreed to by the parties to such Executory Contract or Unexpired Lease. If there is a dispute regarding the amount of any Proposed Cure Amount Claim or any other matter pertaining to the assumption of the Executory Contract or Unexpired Lease, the applicable Cure Amount Claim shall be paid as soon as practicable following the entry of a Final Order, directing such payment, or the Filing of such agreement or other document resolving the dispute. Notwithstanding the foregoing, if the Debtor believes that a dispute may exist as to the ownership of a Cure Amount Claim, the Debtor reserves the right to require the potential Holder of such Cure Amount Claim(s) to execute an agreement establishing the ownership of the Cure Amount Claim before distributing payment on account of such Claim. Until a Cure Amount Claim becomes Allowed in accordance with these procedures, such Claim shall be treated as a Disputed Claim for purposes of making distributions under the Debtor's Plan.

Dated: May 11, 2007

**UNITED STATES BANKRUPTCY COURT**

R. PATRICK VANCE (#13008)  
ELIZABETH J. FUTRELL (05863)  
NAN ROBERTS EITEL (#19910)  
TARA G. RICHARD (#26356)  
JOSHUA J. LEWIS (#29950)  
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**SCHEDULE B-1**  
**TO THE CURE AMOUNT NOTICE**

**LIST OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES  
TO BE ASSUMED UNDER THE DEBTOR'S PLAN AS OF  
AND CONDITIONED UPON THE OCCURRENCE OF  
THE EFFECTIVE DATE**

<b>DESCRIPTION OF THE EXECUTORY CONTRACT OR UNEXPIRED LEASE<sup>1</sup></b>	<b>THE IDENTITY OF THE NON-DEBTOR PARTY</b>	<b>ADDRESS OF THE NON-DEBTOR PARTY</b>	<b>PROPOSED CURE AMOUNT CLAIM</b>

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<sup>1</sup> Each Executory Contract and Unexpired Lease assumed pursuant to the Debtor's Plan will include any modifications, amendments, supplements or restatements to such Executory Contract and Unexpired Lease, irrespective of whether such modifications, amendments, supplements or restatements is listed on this Schedule B- 1 to the Cure Amount Notice.