the indemnity and contribution agreements contained in Section 9 shall remain operative and in full force and effect regardless of any termination of this Underwriting Agreement.

SECTION 11. Default of Underwriters. If any Underwriter shall fail or refuse (otherwise than for some reason sufficient to justify, in accordance with the terms hereof, the cancellation or termination of its obligations hereunder) to purchase and pay for the principal amount of Bonds that it has agreed to purchase and pay for hereunder, and the aggregate principal amount of Bonds that such defaulting Underwriter agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Bonds, the other Underwriters shall be obligated to purchase the Bonds that such defaulting Underwriter agreed but failed or refused to purchase; provided that in no event shall the principal amount of Bonds that such Underwriter has agreed to purchase pursuant to Schedule I hereof be increased pursuant to this Section 11 by an amount in excess of one-ninth of such principal amount of Bonds without written consent of such Underwriter. If such Underwriter shall fail or refuse to purchase Bonds and the aggregate principal amount of Bonds with respect to which such default occurs is more than one-tenth of the aggregate principal amount of the Bonds, the Company shall have the right (a) to require the non-defaulting Underwriters to purchase and pay for the respective principal amount of Bonds that they had severally agreed to purchase hereunder, and, in addition, the principal amount of Bonds that the defaulting Underwriter shall have so failed to purchase up to a principal amount thereof equal to one-ninth of the respective principal amount of Bonds that such non-defaulting Underwriters have otherwise agreed to purchase hereunder, and/or (b) to procure one or more other members of the NASD (or, if not members of the NASD, who are foreign banks, dealers or institutions not registered under the Exchange Act and who agree in making sales to comply with the NASD's Conduct Rules), to purchase, upon the terms herein set forth, the principal amount of Bonds that such defaulting Underwriter had agreed to purchase, or that portion thereof that the remaining Underwriters shall not be obligated to purchase pursuant to the foregoing clause (a). In the event the Company shall exercise its rights under clause (a) and/or (b) above, the Company shall give written notice thereof to the Underwriters within 24 hours (excluding any Saturday, Sunday, or legal holiday) of the time when the Company learns of the failure or refusal of any Underwriter to purchase and pay for its respective principal amount of Bonds, and thereupon the Closing Date shall be postponed for such period, not exceeding three business days, as the Company shall determine. In the event the Company shall be entitled to but shall not elect (within the time period specified above) to exercise its rights under clause (a) and/or (b), the Company shall be deemed to have elected to terminate this Underwriting Agreement. In the absence of such election by the Company, this Underwriting Agreement will, unless otherwise agreed by the Company and the non-defaulting Underwriters, terminate without liability on the part of any non-defaulting party except as otherwise provided in paragraph (h) of Section 6 and in Section 10 hereof. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of its default under this Underwriting Agreement.

SECTION 12. <u>Termination</u>. This Underwriting Agreement shall be subject to termination by written notice from the Representatives to the Company, if (a) after the execution and delivery of this Underwriting Agreement and prior to the Closing Date (i) trading generally shall have been suspended or limited on the New York Stock Exchange by The New York Stock Exchange, Inc., the Commission or other governmental authority, (ii) minimum or maximum ranges for prices shall have been generally established on the New York Stock Exchange by The

New York Stock Exchange, Inc., the Commission or other governmental authority, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearing services in the United States shall have occurred, (iv) there shall have occurred any material outbreak or escalation of hostilities or any calamity or crisis that, in the judgment of the Representatives, is material and adverse, or (v) any material adverse change in financial, political or economic conditions in the United States or elsewhere shall have occurred and (b) in the case of any of the events specified in clauses (a)(i) through (v), such event singly or together with any other such event makes it, in the reasonable judgment of the Representatives, impracticable to market the Bonds. This Underwriting Agreement shall also be subject to termination, upon notice by the Representatives, as provided above, if, in the judgment of the Representatives, the subject matter of any amendment or supplement (prepared by the Company) to the Disclosure Package or the Prospectus (except for information relating solely to the manner of public offering of the Bonds or to the activity of the Underwriters or to the terms of any securities of the Company other than the Bonds) filed or issued after the Applicable Time by the Company shall have materially impaired the marketability of the Bonds. Any termination hereof, pursuant to this Section 12, shall be without liability of any party to any other party. except as otherwise provided in paragraph (h) of Section 6 and in Section 10 hereof.

SECTION 13. Miscellaneous. THE RIGHTS AND DUTIES OF THE PARTIES TO THIS UNDERWRITING AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CHOICE OF LAW PRINCIPLES THAT MIGHT CALL FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. This Underwriting Agreement shall become effective when a fully executed copy hereof is delivered to the Representatives by the Company. This Underwriting Agreement may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute but one and the same agreement. This Underwriting Agreement shall inure to the benefit of each of the Company, the Underwriters and, with respect to the provisions of Section 9 hereof, each director, officer and other person referred to in Section 9 hereof, and their respective successors. Should any part of this Underwriting Agreement for any reason be declared invalid, such declaration shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Underwriting Agreement had been executed with the invalid portion thereof eliminated. Nothing herein is intended or shall be construed to give to any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of any provision in this Underwriting Agreement. The term "successor" as used in this Underwriting Agreement shall not include any purchaser, as such, of any Bonds from the Underwriters.

SECTION 14. Notices. All communications hereunder shall be in writing and, if to the
Underwriters, shall be mailed or delivered to the Representatives at the addresses set forth at the
beginning of this Underwriting Agreement to the attention of [] (fax:
([]) in the case of [] and to the attention of [] (fax:
[] in the case of [], or, if to the Company, shall be mailed or
delivered to it at 308 East Pearl Street, Jackson, Mississippi 39201, Attention: Treasurer, or, if to

Entergy Services, Inc., shall be mailed or delivered to it at 20 E. Greenway Plaza, T-GNWY-5, Houston, TX 77046, Attention: Treasurer.

SECTION 15. No Fiduciary Duty. The Company hereby acknowledges that (a) the Underwriters are acting as principals and not as agents or fiduciaries of the Company and (b) its engagement of the Underwriters in connection with the issuance of the Bonds is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgment in connection with the issuance of the Bonds (irrespective of whether the Underwriters have advised or are currently advising the Company on related or other matters). Nothing in this Section is intended to modify in any way the Underwriters' obligations expressly set forth in this Underwriting Agreement.

SECTION 16. <u>Integration</u>. This Underwriting Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

	ENTERGY MISSISSIPPI, INC.	
Accepted as of the date first above written.	By: Name: Title:	
[Name(s) of Underwriter(s)]		
By: []		
By:Name: Title:		
BY: []		
By: Name: Title:		

Very truly yours,

SCHEDULE I

Entergy Mississippi \$[] First Mortg []% Series due [age Bonds,
Name of Underwriters	Principal Amount of Bonds
	\$[] []
TOTAL	\$[_

SCHEDULE II

- Part A Schedule of Free Writing Prospectuses included in the Disclosure Package
- Part B Schedule of Free Writing Prospectuses not included in the Disclosure Package
- Part C Additional Documents Incorporated by Reference

Lette	rhead	of	Entergy	Ser	vices.	Inc.
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[Name(s) of Underwriter(s)] [Address(es) of Lead Underwriter(s)]

Ladies and Gentlemen:

I, together with Wise Carter Child & Caraway, Professional Association, Thelen Reid & Priest LLP, of New York, New York, and Friday, Eldredge & Clark, LLP of Little Rock, Arkansas, have acted as counsel for Entergy Mississippi, Inc., a Mississippi corporation (the "Company"), in connection with the issuance and sale to you, pursuant to the Underwriting Agreement _], [20__] (the "Underwriting Agreement"), between the Company and you, _] principal amount of its First Mortgage Bonds, [___]% Series due [__ [20_] (the "Bonds"), issued pursuant to the Company's Mortgage and Deed of Trust, dated as of February 1, 1988, with The Bank of New York (successor to Bank of Montreal Trust Company), as Corporate Trustee (the "Corporate Trustee"), and Stephen J. Giurlando (successor to Z. George Klodnicki), as Co-Trustee, as heretofore amended and supplemented by all indentures amendatory thereof and supplemental thereto, and as it will be further amended and supplemented by the [____ _] Supplemental Indenture, dated as of [_ _], [20__] (the "Supplemental Indenture") (the Mortgage and Deed of Trust as so amended and supplemented being hereinafter referred to as the "Mortgage"). This opinion is rendered to you at the request of the Company. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Underwriting Agreement.

In my capacity as such counsel, I have either participated in the preparation of or have examined and am familiar with: (a) the Company's Amended and Restated Articles of Incorporation and the Company's By-laws, each as amended; (b) the Underwriting Agreement; (c) the Mortgage; (d) the Registration Statement, the Prospectus and the Disclosure Package; (e) the records of various corporate proceedings relating to the authorization, issuance and sale of the Bonds by the Company and the execution and delivery by the Company of the Supplemental Indenture and the Underwriting Agreement; and (f) the proceedings before the Commission under the Holding Company Act relating to the issuance and sale of the Bonds by the Company and the Holding Company Act Order. I have also examined or caused to be examined such other documents and have satisfied myself as to such other matters as I have deemed necessary in order to render this opinion. In my examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals, the legal capacity of natural persons, the conformity with the originals of all documents submitted to me as copies and the authenticity of the originals of such latter documents.

In making my examination of documents and instruments executed or to be executed by persons other than the Company, I have assumed that each such other person had the requisite power and authority to enter into and perform fully its obligations thereunder, the due authorization by each such other person for the execution, delivery and performance thereof by such person, and the due execution and delivery by or on behalf of such person of each such document and instrument. In the case of any such other person that is not a natural person, I have also assumed, insofar as it is relevant to the opinions set forth below, that each such other person is duly organized, validly existing and in good standing under the laws of the jurisdiction in which such other person was created, and is duly qualified and in good standing in each other jurisdiction where the failure to be so qualified could reasonably be expected to have a material effect upon the ability of such other person to execute, deliver and/or perform such other person's obligations under any such document or instrument. I have further assumed that each document, instrument, agreement, record and certificate reviewed by me for purposes of rendering the opinions expressed below has not been amended by oral agreement, conduct or course of dealing of the parties thereto, although I have no knowledge of any facts or circumstances that could give rise to such amendment.

As to questions of fact material to the opinions expressed herein, I have relied upon statements in the Registration Statement, the Prospectus and the Disclosure Package and upon certificates and representations of officers of the Company (including but not limited to those contained in the Underwriting Agreement and the Mortgage and certificates delivered at the closing of the sale of the Bonds) and appropriate public officials without independent verification of such matters except as otherwise described herein.

Whenever my opinions herein with respect to the existence or absence of facts are stated to be to my knowledge or awareness, I intend to signify that no information has come to my attention or the attention of any other attorneys acting for or on behalf of the Company or any of its affiliates that have participated in the negotiation of the transactions contemplated by the Underwriting Agreement and the Mortgage, in the preparation of the Registration Statement, the Prospectus, the Disclosure Package or in the preparation of this opinion letter that would give me, or them, actual knowledge that would contradict such opinions. However, except to the extent necessary in order to give the opinions hereinafter expressed, neither I nor they have undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to knowledge of the existence or absence of such facts (except to the extent necessary in order to give the opinions hereinafter expressed) should be assumed.

Subject to the foregoing and to the further exceptions and qualifications set forth below, I am of the opinion that:

- (1) The Mortgage is qualified under the Trust Indenture Act, and no proceedings to suspend such qualification have been instituted or, to my knowledge, threatened by the Commission.
- (2) Except as to the financial statements and other financial, statistical or accounting data included or incorporated by reference therein, upon which I do not express an opinion, the Registration Statement, as of the latest date as of which any part of the Registration Statement relating to the Bonds became, or is deemed to have become,

effective under the Securities Act in accordance with the rules and regulations of the Commission thereunder, and the Prospectus, at the time it was filed with the Commission pursuant to Rule 424(b), complied as to form in all material respects with the applicable requirements of the Securities Act and (except with respect to the Statements of Eligibility upon which I do not express an opinion) the Trust Indenture Act, and the applicable instructions, rules and regulations of the Commission thereunder or pursuant to said instructions, rules and regulations are deemed to comply therewith; and, with respect to the documents or portions thereof filed by the Company with the Commission pursuant to the Exchange Act, and incorporated or deemed to be incorporated by reference in the Prospectus pursuant to Item 12 of Form S-3, such documents or portions thereof (except as to the financial statements and other financial, statistical or accounting data included or incorporated by reference therein, upon which I do not express an opinion), on the date filed with the Commission, complied as to form in all material respects with the applicable provisions of the Exchange Act, and the applicable instructions, rules and regulations of the Commission thereunder or pursuant to said instructions, rules and regulations are deemed to comply therewith; the Registration Statement has become, and on the date hereof is. effective under the Securities Act; and, to the best of my knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose are pending or threatened under Section 8(d) of the Securities Act.

- (3) The Holding Company Act Order has been entered by the Commission authorizing the issuance and sale of the Bonds by the Company; to the best of my knowledge, the Holding Company Act Order is in full force and effect; no further approval, authorization, consent or other order of any United States federal governmental body (other than under the Securities Act or the Trust Indenture Act, which have been duly obtained) is legally required to permit the issuance and sale of the Bonds by the Company pursuant to the Underwriting Agreement; and no further approval, authorization, consent or other order of any United States federal governmental body is legally required to permit the performance by the Company of its obligations with respect to the Bonds or under the Mortgage and the Underwriting Agreement.
- (4) The issuance and sale by the Company of the Bonds and the execution, delivery and performance by the Company of the Underwriting Agreement and the Mortgage will not violate any provision of any United States federal law or regulation applicable to the Company or, to the best of my knowledge (having made due inquiry with respect thereto), any provision of any order, writ, judgment or decree of any United States federal governmental instrumentality applicable to the Company.

In connection with the preparation by the Company of the Registration Statement, the Disclosure Package and the Prospectus, I have had discussions with certain of the officers, employees, and representatives of the Company and Entergy Services, Inc., with other counsel for the Company, and with the independent registered public accountants of the Company who audited certain of the financial statements incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus. My examination of the Registration Statement, the Disclosure Package and the Prospectus and the above-mentioned discussions did not disclose to me any information which gives me reason to believe that (i) the Registration Statement, as of the latest

date as of which any part of the Registration Statement relating to the Bonds became, or is deemed to have become, effective under the Securities Act in accordance with the rules and regulations of the Commission thereunder, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Disclosure Package, at the Applicable Time, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of circumstances under which they were made, not misleading or (iii) that the Prospectus, at the time it was filed with the Commission pursuant to Rule 424(b) and at the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. I do not express any opinion or belief as to (i) the financial statements or other financial, statistical or accounting data included or incorporated by reference in the Registration Statement, the Prospectus or the Disclosure Package, (ii) the Statements of Eligibility, or (iii) the information contained in the Disclosure Package and the Prospectus under the caption "Book-Entry Only Securities."

This opinion is limited to the federal laws of the United States of America.

The opinion set forth above is solely for your benefit in connection with the Underwriting Agreement and the transactions contemplated thereunder and it may not be relied upon in any manner by any other person or for any other purpose, without my prior written consent.

Very truly yours,

[Letterhead of Wise Carter Child & Caraway, Professional Association]

[], [20
[Name(s) of Underwriter(s)] [Address(es) of Lead Underwriter(s)]
Ladies and Gentlemen:
We, together with [], Esq., Senior Counsel-Corporate and Securities of Entergy Services, Inc., Thelen Reid & Priest LLP, of New York, New York, and Friday, Eldredge & Clark, LLP of Little Rock, Arkansas, have acted as counsel for Entergy Mississippi, Inc., a Mississippi corporation (the "Company"), in connection with the issuance and sale to you pursuant to the Underwriting Agreement effective [], [20] (the "Underwriting Agreement"), between the Company and you, of \$[] principal amount of its Firs Mortgage Bonds, []% Series due [], [20] (the "Bonds"), issued pursuant to the Company's Mortgage and Deed of Trust, dated as of February 1, 1988, with The Bank of New York (successor to Bank of Montreal Trust Company), as Corporate Trustee (the "Corporate Trustee"), and Stephen J. Giurlando (successor to Z. George Klodnicki), as Co-Trustee, as heretofore amended and supplemented by all indentures amendatory thereof and supplemental thereto, and as it will be further amended and supplemented by the [] Supplemental Indenture, dated as of [], [20] (the "Supplemental Indenture") (the Mortgage and Deed of Trust as so amended and supplemented being hereinafter referred to as the "Mortgage") This opinion is rendered to you at the request of the Company. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Underwriting Agreement.

In our capacity as such counsel, we have either participated in the preparation of or have examined and are familiar with: (a) the Company's Amended and Restated Articles of Incorporation and the Company's By-laws, each as amended, (b) the Underwriting Agreement; (c) the Mortgage; (d) the Registration Statement and the Prospectus and (e) the records of various corporate proceedings relating to the authorization, issuance and sale of the Bonds by the Company and the execution and delivery by the Company of the Supplemental Indenture and the Underwriting Agreement. We have also examined or caused to be examined such other documents and have satisfied ourselves as to such other matters as we have deemed necessary in order to render this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the legal capacity of natural persons, the conformity with the originals of all documents submitted to us as copies and the authenticity of the originals of such latter documents. We have not examined the Bonds,

except a specimen thereof, and we have relied upon a certificate of the Corporate Trustee as to the authentication and delivery thereof.

In making our examination of documents and instruments executed or to be executed by persons other than the Company, we have assumed that each such other person had the requisite power and authority to enter into and perform fully its obligations thereunder, that the execution, delivery and performance thereof by each such other person was duly authorized, and that each of such document and instrument was duly executed and delivered by or on behalf of such person. In the case of any such other person that is not a natural person, we have also assumed, insofar as it is relevant to the opinions set forth below, that each such other person is duly organized, validly existing and in good standing under the laws of the jurisdiction in which such other person was created, and is duly qualified and in good standing in each other jurisdiction where the failure to be so qualified could reasonably be expected to have a material effect upon the ability of such other person to execute, deliver and/or perform such other person's obligations under any such document or instrument. We have further assumed that each of the documents, instruments, agreements, records and certificates reviewed by us for purposes of rendering the opinions expressed below has not been amended by oral agreement, conduct or course of dealing of the parties thereto, although we have no knowledge of any facts or circumstances that could give rise to such amendment.

As to questions of fact material to the opinions expressed herein, we have relied upon certificates and representations of officers of the Company (including but not limited to those contained in the Underwriting Agreement and the Mortgage and certificates delivered at the closing of the sale of the Bonds) and appropriate public officials without independent verification of such matters except as otherwise described herein and upon statements in the Registration Statement and the Prospectus.

Subject to the foregoing and to the further exceptions and qualifications set forth below, we are of the opinion that:

- (1) The Company is duly organized and validly existing as a corporation in good standing under the laws of the State of Mississippi, has due corporate power and authority to conduct the business that it is described as conducting in the Prospectus and to own and operate the properties owned and operated by it in such business and is duly qualified to conduct such business as a foreign corporation in the State of Arkansas.
- (2) The Company has good and sufficient title to the properties described as owned by it in and as subject to the lien of the Mortgage (except properties released under the terms of the Mortgage), subject only to Excepted Encumbrances (as defined in the Mortgage) and to minor defects and encumbrances customarily found in properties of like size and character that do not materially impair the use of such properties by the Company. All permanent physical properties and franchises (other than those expressly excepted in the Mortgage) acquired by the Company after the date of the Supplemental Indenture will, upon such acquisition, become subject to the lien of the Mortgage, subject, however, to such Excepted Encumbrances and to liens, if any, existing

or placed thereon at the time of the acquisition thereof by the Company and except as may be limited by bankruptcy law.

- The Mortgage constitutes a valid, direct and first mortgage lien on (3) all of the Mortgaged and Pledged Property (as defined in the Mortgage), subject only to minor defects of the character aforesaid and Excepted Encumbrances. The description of the Mortgaged and Pledged Property set forth in the Mortgage is adequate to constitute the Mortgage as a lien on the Mortgaged and Pledged Property. The filing for recording of the Mortgage in the offices of the Chancery Clerks of each County in Mississippi in which the Company holds real property, and the recording of the Mortgage in the office of the Circuit Clerk of Independence County, Arkansas, which filings or recordings will be duly effected, and the filing of Uniform Commercial Code financing statements covering the personal property and fixtures described in the Mortgage as subject to the lien thereof in the offices of the Secretary of State of the State of Mississippi and the Secretary of State of the State of Arkansas, which filings will be duly effected, are the only recordings, filings, rerecordings and refilings required by law in order to protect and maintain the lien of the Mortgage on any of the property described therein and subject thereto.
- (4) The Mortgage has been duly authorized by all necessary corporate action on the part of the Company, has been duly executed and delivered by the Company, is a legal, valid and binding instrument of the Company enforceable against the Company in accordance with its terms, except as may be limited by (i) the laws of the States of Mississippi, Arkansas and Wyoming, where the property covered thereby is located, affecting the remedies for the enforcement of the security provided for therein, which laws do not, in our opinion, make inadequate remedies necessary for the realization of the benefits of such security, (ii) by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or other similar laws affecting enforcement of mortgagees' and other creditors' rights and (iii) general equitable principles (whether considered in a proceeding in equity or at law) and is qualified under the Trust Indenture Act, and no proceedings to suspend such qualification have been instituted or, to our knowledge, threatened by the Commission.
- (5) The Bonds have been duly authorized by all necessary corporate action on the part of the Company and are legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or other similar laws affecting enforcement of mortgagees' and other creditors' rights and by general equitable principles (whether considered in a proceeding in equity or at law) and are entitled to the benefit of the security afforded by the Mortgage.
- (6) The statements made in the Prospectus under the captions "Description of the First Mortgage Bonds" and "Description of the Bonds," insofar as they purport to constitute summaries of the documents referred to therein, or of the benefits purported to be afforded by such documents (including, without limitation, the lien of the Mortgage), constitute accurate summaries of the terms of such documents and of such benefits in all material respects.

- (7) The Underwriting Agreement has been duly authorized, executed and delivered by the Company.
- (8) The issuance and sale by the Company of the Bonds and the execution, delivery and performance by the Company of the Underwriting Agreement and the Mortgage will not violate (a) any provision of the Company's Amended and Restated Articles of Incorporation or the Company's By-laws, each as amended, (b) any provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance on or security interest in (except as contemplated by the Mortgage) any of the assets of the Company pursuant to the provisions of, any mortgage, indenture, contract, agreement or other undertaking known to us (having made due inquiry with respect thereto) to which the Company is a party or which purports to be binding upon the Company or upon any of its assets, or (c) any provision of any Mississippi or Wyoming law or regulation applicable to the Company or, to the best of our knowledge (having made due inquiry with respect thereto), any provision of any order, writ, judgment or decree of any Mississippi or Wyoming governmental instrumentality applicable to the Company (except that various consents of, and filings with, governmental authorities may be required to be obtained or made, as the case may be, in connection or compliance with the provisions of the securities or blue sky laws of any jurisdiction).
- (9) There are no authorizations, approvals, consents or orders of any governmental authority in the States of Mississippi and Wyoming (other than in connection or compliance with the provisions of the securities or "blue sky" laws as to which no opinion is expressed herein) legally required for the execution, delivery and performance by the Company of the Underwriting Agreement or to permit the issuance and sale by the Company of the Bonds pursuant to the Underwriting Agreement.

We have examined the portions of the information contained in the Registration Statement that are stated therein to have been made on our authority, and we believe such information to be correct. We have examined the opinions of even date herewith rendered to you by Thelen Reid & Priest LLP and Pillsbury Winthrop Shaw Pittman LLP and concur in the conclusions expressed therein insofar as they involve questions of Mississippi and Wyoming law.

We are members of the Mississippi Bar and, for purposes of this opinion, do not hold ourselves out as an expert on the laws of any jurisdiction other than the State of Mississippi and the United States of America. As to all matters of Arkansas, Wyoming and New York law, we have relied, with your approval, in the case of Arkansas law, upon the opinion of even date herewith addressed to you of Friday, Eldredge & Clark, LLP, in the case of Wyoming law, upon correspondence and consultation with attorneys licensed in Wyoming and, in the case of New York law, upon the opinion of even date herewith addressed to you of Thelen Reid & Priest LLP.

The opinion set forth above is solely for your benefit in connection with the Underwriting Agreement and the transactions contemplated thereunder, and it may not be relied upon in any manner by any other person or for any other purpose, without our prior written consent, except that [______], Esq., Senior Counsel-Corporate and Securities of Entergy Services, Inc., Thelen Reid & Priest LLP and Pillsbury Winthrop Shaw Pittman LLP may rely on this opinion

as to all matters of Mississippi and Wyoming law in rendering their opinions required to be delivered under the Underwriting Agreement.

Very truly yours,

Wise Carter Child & Caraway, Professional Association

[Letterhead of Friday, Eldredge & Clark, LLP]

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[Name(s) of Underwriter(s)] [Address(es) of Lead Underwriter(s)]

Ladies and Gentlemen:

We, together with [], Esq., Senior Counsel-Corporate and Securities of Entergy
Services, Inc., Thelen Reid & Priest LLP, of New York, New York, and Wise Carter Child &
Caraway, Professional Association, of Jackson, Mississippi, have acted as counsel for Entergy
Mississippi, Inc., a Mississippi corporation (the "Company"), in connection with the issuance
and sale, pursuant to the Underwriting Agreement effective [], [20]between the
Company and you (the "Underwriting Agreement"), by the Company of \$[] principal
amount of its First Mortgage Bonds, []% Series due [], [20_] (the "Bonds"),
issued pursuant to the Company's Mortgage and Deed of Trust, dated as of February 1, 1988,
with The Bank of New York (successor to Bank of Montreal Trust Company), as Corporate
Trustee, and Stephen J. Giurlando (successor to Z. George Klodnicki), as Co-Trustee, as
heretofore amended and supplemented by all indentures amendatory thereof and supplemental
thereto, and as it will be further amended and supplemented by the [] Supplemental
Indenture, dated as of [], [20] (the "Supplemental Indenture") (the Mortgage and
Deed of Trust as so amended and supplemented being hereinafter referred to as the "Mortgage").
We have examined such documents, records and certificates and have reviewed such questions
of law as we have deemed necessary and appropriate for the purpose of this opinion. This
opinion is rendered to you at the request of the Company. Capitalized terms used herein and not
otherwise defined have the meanings ascribed to such terms in the Underwriting Agreement.

In order to render this opinion, we have assumed that the Company does not own any real or personal property or other facilities in the State of Arkansas, except for an undivided twenty-five percent (25%) ownership interest in the Independence Steam Electric Station at Newark, Arkansas, and that the Company does not maintain any service territory or serve any retail customers in the State of Arkansas. We have also assumed that the issuance and sale of the Bonds have had significant contacts with the State of New York.

Based upon the foregoing and subject to the foregoing and to the further exceptions and qualifications set forth below, we are of the opinion that:

(1) The Company is duly qualified to conduct the business that it is described as conducting in the Prospectus as a foreign corporation and is in good standing under the laws of the State of Arkansas and holds adequate and subsisting franchises, certificates of public

convenience and necessity, licenses and permits to permit it to conduct its business as presently conducted in Arkansas.

- (2) The courts of Arkansas will enforce any provision in the Mortgage, the Bonds and the Underwriting Agreement, stipulating that the laws of the State of New York shall govern the Mortgage, the Bonds and the Underwriting Agreement, except to the extent that the validity or perfection of the lien of the Mortgage, or remedies thereunder, are governed by the laws of a jurisdiction other than the State of New York, except, with respect to enforcement of the Mortgage, as the same may be limited by the laws of the State of Arkansas affecting the remedies for the enforcement of the security provided for therein, which laws do not, in our opinion, make inadequate remedies necessary for the realization of the benefits of such security.
- (3) There are no authorizations, approvals, consents or orders of any governmental authority in the State of Arkansas (other than in connection or compliance with the provisions of the securities or "blue sky" laws as to which no opinion is expressed herein) legally required for the execution, delivery and performance by the Company of the Underwriting Agreement or to permit the issuance and sale by the Company of the Bonds pursuant to the Underwriting Agreement.
- (4) Substantially all physical properties located in the State of Arkansas (other than those expressly excepted) which have been or hereafter may be acquired by the Company have been or, upon such acquisition, will become subject to the lien of the Mortgage, subject, however, to Excepted Encumbrances (as defined in the Mortgage) and to liens, defects, and encumbrances, if any, existing or placed thereon at the time of the acquisition thereof by the Company and except as may be limited by bankruptcy law.
- (5) The Company has good and sufficient legal right, title and interest in and to the Mortgaged and Pledged Property (as defined in the Mortgage) located in the State of Arkansas free and clear of any lien or encumbrance except for the lien of the Mortgage and for Excepted Encumbrances (as defined in the Mortgage), and except for minor defects and encumbrances customarily found in physical properties of like size and character which do not, in our opinion, materially impair the use of such properties affected thereby in the conduct of the business of the Company.
- (6) The description of the Mortgaged and Pledged Property (as defined in the Mortgage) which is located in the State of Arkansas, as set forth in the Mortgage, is adequate to constitute a lien on such Mortgaged and Pledged Property. The recording of the Mortgage among the land records in the office of the Circuit Clerk of Independence County, Arkansas, which recording will be duly effected, and the filing of Uniform Commercial Code financing statements covering the personal property and fixtures described in the Mortgage subject to the lien thereof in the office of the Secretary of State of the State of Arkansas, which filing will be duly effected, are the only recordings, filings, re-recordings or refilings required by Arkansas law in order to protect and maintain the lien of the Mortgage on any Arkansas property described therein and subject thereto.
- (7) The issuance and sale by the Company of the Bonds and the execution, delivery and performance by the Company of the Underwriting Agreement will not violate any provision

of any law or regulation of the State of Arkansas applicable to the Company or, to the best of our knowledge (having made due inquiry with respect thereto), any provision of any order, writ, judgment or decree of any governmental instrumentality of the State of Arkansas applicable to the Company (except that various consents of, and filings with, governmental authorities may be required to be obtained or made, as the case may be, in connection or compliance with the provisions of the securities or blue sky laws of such jurisdictions, as to which we express no opinion).

In connection with rendering the opinion set forth in paragraph (5) above, we have, with your consent, performed the following procedures and relied upon the following: (a) limited title searches performed by Independence County Abstract Company, Inc., covering the period from September 10, 1981 to [______], [20__]; (b) a review by Independence County Abstract Company, Inc. of the Grantor/Grantee indices of volumes in the real estate records of Independence County, Arkansas, in which transactions that would affect the Company's title to its property located in such County would be recorded; (c) a review of the Plaintiff/Defendant indices of official records of the Circuit Court and Chancery Court of Independence County, Arkansas, and of the United States District Court for the Eastern District of the State of Arkansas, in each case for civil suits currently pending therein; and (d) a certificate of the Secretary of State of the State of Arkansas reflecting the results of a search of the records maintained by such official pursuant to Act 375 of the Acts of Arkansas of 1965 (the Arkansas Transmitting Utility Act).

We are members of the Arkansas Bar, and we express no opinion on the laws of any jurisdiction other than the State of Arkansas.

The opinion set forth above is solely for your benefit in connection with the Underwriting Agreement and the transactions contemplated thereunder and may not be relied upon in any manner by any other person or for any other purpose, without our prior written consent, except that [_____], Esq., Senior Counsel-Corporate and Securities of Entergy Services, Inc., Wise Carter Child & Caraway, Professional Association, Pillsbury Winthrop Shaw Pittman LLP and Thelen Reid & Priest LLP may rely on this opinion as to all matters of Arkansas law in rendering their opinions required to be delivered under the Underwriting Agreement.

Sincerely,

FRIDAY, ELDREDGE & CLARK, LLP

[Letterhead of Thelen Reid & Priest LLP]

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[Name(s) of Underwriter(s)]
[Address(es) of Lead Underwriter(s)]

Ladies and Gentlemen:

We, together with Friday, Eldredge & Clark, LLP and Wise Carter Child & Caraway,
Professional Association, have acted as counsel for Entergy Mississippi, Inc., a Mississippi
corporation (the "Company"), in connection with the issuance and sale to you pursuant to the
Underwriting Agreement, effective [], [20] (the "Underwriting Agreement"),
between the Company and you, of \$[] principal amount of its First Mortgage Bonds,
[]% Series due [], [20] (the "Bonds"), issued pursuant to the Company's
Mortgage and Deed of Trust, dated as of February 1, 1988, with The Bank of New York
(successor to Bank of Montreal Trust Company), as Corporate Trustee (the "Corporate Trustee"),
and Stephen J. Giurlando (successor to Z. George Klodnicki), as Co-Trustee, as heretofore
amended and supplemented by all indentures amendatory thereof and supplemental thereto, and
as it will be further amended and supplemented by the [] Supplemental Indenture,
dated as of [], [20] (the "Supplemental Indenture") (the Mortgage and Deed of Trust
as so amended and supplemented being hereinafter referred to as the "Mortgage"). This opinion
is being rendered to you at the request of the Company. Capitalized terms used herein and not
otherwise defined have the meanings ascribed to such terms in the Underwriting Agreement.

In our capacity as such counsel, we have either participated in the preparation of or have examined and are familiar with: (a) the Company's Amended and Restated Articles of Incorporation and the Company's By-Laws, each as amended; (b) the Underwriting Agreement; (c) the Mortgage; (d) the Registration Statement, the Prospectus and the Disclosure Package; (e) the records of various corporate proceedings relating to the authorization, issuance and sale of the Bonds by the Company and the execution and delivery by the Company of the Supplemental Indenture and the Underwriting Agreement; and (f) the proceedings before the Commission under the Holding Company Act relating to the issuance and sale of the Bonds by the Company and the Holding Company Act Order. We have also examined or caused to be examined such other documents and have satisfied ourselves as to such other matters as we have deemed necessary in order to render this opinion. As to questions of fact material to the opinions expressed herein, we have relied upon representations and certifications of officers of the Company (including but not limited to those contained in the Registration Statement, the Prospectus, the Disclosure Package and the Underwriting Agreement and the Mortgage and certificates delivered at the closing of the sale of the Bonds) and appropriate public officials without independent verification of such matters except as otherwise described herein. In such examination, we have assumed the genuineness of all signatures, the authenticity of all

documents submitted to us as originals, and the conformity to the originals of the documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents. We have not examined the Bonds, except a specimen thereof, and we have relied upon a certificate of the Corporate Trustee as to the authentication and delivery thereof.

Subject to the foregoing and to the further exceptions and qualifications set forth below, we are of the opinion that:

- (1) The Mortgage has been duly authorized by all necessary corporate action on the part of the Company, has been duly executed and delivered by the Company, is a legal, valid and binding instrument of the Company enforceable against the Company in accordance with its terms, except as may be limited by (i) the laws of the States of Mississippi, Arkansas and Wyoming, where the property covered thereby is located, affecting the remedies for the enforcement of the security provided for therein, (ii) applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or other similar laws affecting enforcement of mortgagees' and other creditors' rights and by general equitable principles (whether considered in a proceeding in equity or at law) and (iii) concepts of materiality, reasonableness, good faith and fair dealing and the discretion of the court before which any proceeding therefor may be brought and is qualified under the Trust Indenture Act, and no proceedings to suspend such qualification have been instituted or, to our knowledge, threatened by the Commission.
- (2) The Bonds have been duly authorized by all necessary corporate action on the part of the Company and are legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or other similar laws affecting enforcement of mortgagees' and other creditors' rights and by general equitable principles (whether considered in a proceeding in equity or at law) and (ii) concepts of materiality, reasonableness, good faith and fair dealing and the discretion of the court before which any proceeding therefor may be brought and are entitled to the benefit of the security afforded by the Mortgage.
- (3) The statements made in the Prospectus under the captions "Description of the First Mortgage Bonds" and "Description of the Bonds," insofar as they purport to constitute summaries of the documents referred to therein, constitute accurate summaries of the terms of such documents in all material respects.
- (4) The Underwriting Agreement has been duly authorized, executed and delivered by the Company.
- (5) Except as to the financial statements and other financial, statistical or accounting data included or incorporated by reference therein, upon which we do not express an opinion, the Registration Statement, as of the latest date as of which any part of the Registration Statement relating to the Bonds became, or is deemed to have become, effective under the Securities Act in accordance with the rules and regulations of the Commission thereunder, and the Prospectus, at the time it was filed with the Commission pursuant to Rule 424(b), complied as to form in all material respects with the applicable

requirements of the Securities Act and (except with respect to the Statements of Eligibility, upon which we do not express an opinion) the Trust Indenture Act, and the applicable instructions, rules and regulations of the Commission thereunder or pursuant to said instructions, rules and regulations are deemed to comply therewith; and, with respect to the documents or portions thereof filed with the Commission by the Company pursuant to the Exchange Act, and incorporated or deemed to be incorporated by reference in the Prospectus pursuant to Item 12 of Form S-3, such documents or portions thereof (except as to the financial statements and other financial, statistical or accounting data included or incorporated by reference therein, upon which we do not express an opinion), on the date filed with the Commission, complied as to form in all material respects with the applicable provisions of the Exchange Act, and the applicable instructions, rules and regulations of the Commission thereunder or pursuant to said instructions, rules and regulations are deemed to comply therewith; the Registration Statement has become, and on the date hereof is, effective under the Securities Act; and, to the best of our knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose are pending or threatened under Section 8(d) of the Securities Act.

(6) The Holding Company Act Order has been entered by the Commission authorizing the issuance and sale of the Bonds by the Company; to the best of our knowledge, said order or orders are in full force and effect; no further approval, authorization, consent or other order of any governmental body (other than under the Securities Act or the Trust Indenture Act, which have been duly obtained, or in connection or compliance with the provisions of the securities or blue sky laws of any jurisdiction) is legally required to permit the issuance and sale of the Bonds by the Company pursuant to the Underwriting Agreement; and no further approval, authorization, consent or other order of any governmental body is legally required to permit the performance by the Company of its obligations with respect to the Bonds or under the Mortgage and the Underwriting Agreement.

In passing upon the forms of the Registration Statement and the Prospectus, we necessarily assume the correctness, completeness and fairness of the statements made by the Company and information included or incorporated by reference in the Registration Statement and the Prospectus and take no responsibility therefor, except insofar as such statements relate to us and as set forth in paragraph (3) above. In connection with the preparation by the Company of the Registration Statement, the Disclosure Package and the Prospectus, we have had discussions with certain officers, employees and representatives of the Company and Entergy Services, Inc., with other counsel for the Company, and with the independent registered public accountants of the Company who audited certain of the financial statements incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus. Our examination of the Registration Statement, the Disclosure Package and the Prospectus and our discussions did not disclose to us any information which gives us reason to believe that (i) the Registration Statement, as of the latest date as of which any part of the Registration Statement relating to the Bonds became, or is deemed to have become, effective under the Securities Act in accordance with the rules and regulations of the Commission thereunder, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Disclosure Package, at the Applicable Time,

contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of circumstances under which they were made, not misleading or (iii) that the Prospectus, at the time it was filed with the Commission pursuant to Rule 424(b) and at the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. We do not express any opinion or belief as to (i) the financial statements or other financial, statistical or accounting data included or incorporated by reference in the Registration Statement, the Prospectus or the Disclosure Package, (ii) the Statements of Eligibility or (iii) the information contained in the Disclosure Package and the Prospectus under the caption "Book-Entry Only Securities".

This opinion is limited to the laws of the States of New York, Mississippi, Wyoming and Arkansas and the United States of America. As to all matters of Mississippi and Wyoming law, we have relied upon the opinion of even date herewith addressed to you by Wise Carter Child & Caraway, Professional Association, and as to all matters of Arkansas law, we have relied upon the opinion of even date herewith addressed to you and Wise Carter Child & Caraway, Professional Association, by Friday, Eldredge & Clark, LLP, special counsel to the Company. We have not examined into and are not expressing an opinion upon matters relating to incorporation of the Company, titles to property, franchises or the lien of the Mortgage.

The opinion set forth above is solely for your benefit in connection with the Underwriting Agreement and the transactions contemplated thereunder, and it may not be relied upon in any manner by any other person or for any other purpose, without our prior written consent, except that Wise Carter Child & Caraway, Professional Association, may rely on this opinion as to all matters of New York law in rendering their opinion required to be delivered under the Underwriting Agreement.

Very truly yours,

THELEN REID & PRIEST LLP

[Letterhead of Pillsbury Winthrop Shaw Pittman LLP]

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[Name(s) of Underwriter(s)] [Address(es) of Lead Underwriter(s)]

Ladies and Gentlemen:

We have acted as your counsel in connection with the issuance and sale by Entergy Mississippi, Inc., a Mississippi corporation (the "Company") of \$[_____] aggregate principal amount of its First Mortgage Bonds, [__]% Series due [_____], [20__] (the "Bonds") under the Company's Mortgage and Deed of Trust, dated as of February 1, 1988, with The Bank of New York (successor to Bank of Montreal Trust Company), as Corporate Trustee (the "Corporate Trustee"), and Stephen J. Giurlando (successor to Z. George Klodnicki), as Co-Trustee, as heretofore amended and supplemented by all indentures amendatory thereof and supplemental thereto, and as it will be further amended and supplemented by the [_____] Supplemental Indenture, dated as of [_____], [20__] (the Mortgage and Deed of Trust as so amended and supplemented being hereinafter referred to as the "Mortgage"), pursuant to the Underwriting Agreement between you and the Company effective [_____], [20__] (the "Underwriting Agreement"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Underwriting Agreement.

We are members of the New York Bar and, for purposes of this opinion, do not hold ourselves out as experts on the laws of any jurisdiction other than the State of New York and the United States of America. We have, with your consent, relied (without independent inquiry) upon opinions of even date herewith addressed to you by Friday, Eldredge & Clark, LLP, counsel for the Company, as to all matters of Arkansas law related to this opinion and by Wise Carter Child & Caraway, Professional Association, as to all matters of Mississippi and Wyoming law related to this opinion.

We have reviewed, and have relied as to matters of fact material to this opinion upon, the documents delivered to you at the closing of the transactions contemplated by the Underwriting Agreement, and we have reviewed such other documents and have satisfied ourselves as to such other matters as we have deemed necessary in order to enable us to render this opinion. As to such matters of fact material to this opinion, we have also relied upon representations and certifications of the Company in such documents and in the Underwriting Agreement, and upon statements in the Registration Statement, the Disclosure Package and the Prospectus. In such review, we have assumed the genuineness of all signatures, the conformity to the originals of the documents submitted to us as certified or photostatic copies, the authenticity of the originals of such documents and all documents submitted to us as originals and the correctness of all statements of fact contained in all such original documents. We have not reviewed the Bonds,

except a specimen thereof, and we have relied upon a certificate of the Corporate Trustee as to the authentication and delivery thereof and as to the authorization, execution and delivery of the Supplemental Indenture. We express no opinion or belief as to matters relating to, titles to property, franchises, and the nature, extent and priority of the lien purported to be created by the Mortgage or the recordation or perfection of such lien. We have assumed, without independent verification, the validity and accuracy of all certificates and opinions delivered under the Mortgage in connection with the issuance and sale of the Bonds. No opinion is expressed regarding compliance with covenants in any agreement to which the Company or any of its affiliates is a party, or in any regulatory order pertaining to the Company or any of its affiliates, incorporating calculations of a financial or accounting nature.

Subject to the foregoing and to the further exceptions and qualifications set forth below, we are of the opinion that:

- (1) The Mortgage has been duly authorized by all necessary corporate action on the part of the Company, has been duly executed and delivered by the Company, and is a legal, valid and binding instrument of the Company enforceable against the Company in accordance with its terms, except as may be limited by (i) the laws of the States of Mississippi, Arkansas and Wyoming, where the property covered thereby is located, affecting the remedies for the enforcement of the security purported to be provided for therein, (ii) applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or other similar laws affecting enforcement of mortgagees' and other creditors' rights and by general equitable principles (whether considered in a proceeding in equity or at law) and (iii) concepts of materiality, reasonableness, good faith and fair dealing and the discretion of the court before which any proceeding therefor may be brought; and, to the best of our knowledge, the Mortgage is qualified under the Trust Indenture Act and no proceedings to suspend such qualification have been instituted or threatened by the Commission.
- (2) The Bonds have been duly authorized by all necessary corporate action on the part of the Company and are legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or other similar laws affecting enforcement of mortgagees' and other creditors' rights and by general equitable principles (whether considered in a proceeding in equity or at law) and (ii) concepts of materiality, reasonableness, good faith and fair dealing and the discretion of the court before which any proceeding therefor may be brought and are entitled to the benefit of the security purported to be afforded by the Mortgage.
- (3) The statements made in the Prospectus under the captions "Description of the First Mortgage Bonds" and "Description of the Bonds," insofar as they purport to constitute summaries of the documents referred to therein, constitute accurate summaries of the terms of such documents in all material respects.
- (4) The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

- (5) The Holding Company Act Order has been entered by the Commission authorizing the issuance and sale of the Bonds by the Company; to the best of our knowledge, the Holding Company Act Order is in full force and effect; and no further approval, authorization, consent or other order of any governmental body (other than under the Securities Act or the Trust Indenture Act or in connection or compliance with the provisions of the securities or blue sky laws of any jurisdiction) is legally required to permit the issuance and sale of the Bonds by the Company pursuant to the Underwriting Agreement.
- Except in each case as to the financial statements and other financial, statistical or accounting data included or incorporated by reference therein, upon which we do not pass, the Registration Statement, as of the latest date as of which any part of the Registration Statement relating to the Bonds became, or is deemed to have become, effective under the Securities Act in accordance with the rules and regulations of the Commission thereunder, and the Prospectus, at the time it was filed with the Commission pursuant to Rule 424(b), complied as to form in all material respects with the applicable requirements of the Securities Act and (except with respect to the Statements of Eligibility, upon which we do not pass) the Trust Indenture Act, and the applicable instructions, rules and regulations of the Commission thereunder or pursuant to said instructions, rules and regulations are deemed to comply therewith; with respect to the documents or portions thereof filed with the Commission by the Company pursuant to the Exchange Act, and incorporated or deemed to be incorporated by reference in the Prospectus pursuant to Item 12 of Form S-3, such documents or portions thereof (except as to the financial statements and other financial, statistical or accounting data included or incorporated by reference therein, upon which we do not pass), on the date filed with the Commission, complied as to form in all material respects with the applicable provisions of the Exchange Act, and the applicable instructions, rules and regulations of the Commission thereunder or pursuant to said instructions, rules and regulations are deemed to comply therewith. In passing upon the forms of the Registration Statement and the Prospectus, and the documents or portions thereof filed with the Commission by the Company and incorporated or deemed to be incorporated by reference in the Prospectus, we have assumed that the statements included or incorporated by reference therein are correct and complete.

To the best of our knowledge, the Registration Statement has become, and on the date hereof is, effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose are pending or threatened under Section 8(d) of the Securities Act.

In connection with the preparation by the Company of the Registration Statement, the Disclosure Package and the Prospectus, we have had discussions with certain officers, employees and representatives of the Company and Entergy Services, Inc., with counsel for the Company, with your representatives and with the independent registered public accountants of the Company who audited certain of the financial statements incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus. While we reviewed certain corporate records and documents and statements of officers and other representatives of the Company as to the existence and consequences of certain factual and other matters, the primary purpose of our professional engagement was not to establish or confirm factual matters, legal matters not

governed by New York law or United States federal law or financial or quantitative information. Therefore, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus (except to the extent expressly set forth in paragraph (3) above) and have not made an independent check or verification thereof. Our review of the Registration Statement, the Disclosure Package and the Prospectus and the above-mentioned discussions did not disclose to us any information that gives us reason to believe that (i) the Registration Statement, as of the latest date as of which any part of the Registration Statement relating to the Bonds became, or is deemed to have become, effective under the Securities Act in accordance with the rules and regulations of the Commission thereunder, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Disclosure Package, at the Applicable Time, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of circumstances under which they were made, not misleading or (iii) the Prospectus, at the time filed with the Commission pursuant to Rule 424(b) or at the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. We do not express any belief as to (i) the financial statements and other financial, statistical or accounting data included or incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus or (ii) the Statements of Eligibility.

With respect to the opinions set forth in paragraphs (1) and (2) above, we call your attention to the fact that Section 9.08 of the Mortgage provides that the Company will promptly record and file the Supplemental Indenture in such manner and in such places, as may be required by law in order to fully preserve and protect the security of the bondholders and all rights of the Corporate Trustee.

This opinion is furnished only to you in connection with the transaction contemplated by the Underwriting Agreement and is solely for your benefit. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose or relied upon by any other person for any purpose without our prior written consent (including by any person that acquires Bonds from you).

Very truly yours,

PILLSBURY WINTHROP SHAW PITTMAN LLP

EXHIBIT F

ITEMS CONTAINED IN EXCHANGE ACT DOCUMENTS PURSUANT TO SECTION 7(f)(iv) OF THE UNDERWRITING AGREEMENT FOR INCLUSION IN THE LETTER OF THE ACCOUNTANTS REFERRED TO THEREIN

March 23, 2006

Entergy Mississippi, Inc. 308 Pearl Street Jackson, Mississippi 39201

Ladies and Gentlemen:

With respect to the Registration Statement on Form S-3, including the exhibits thereto, which Entergy Mississippi, Inc. (the "Company") proposes to file with the Securities and Exchange Commission on or shortly after the date hereof, for the registration under the Securities Act of 1933, as amended (the "Securities Act"), of \$300,000,000 in aggregate principal amount of its First Mortgage Bonds (the "Bonds") and/or its Debt Securities (the "Debt Securities"), each to be issued in one or more new series, and for the qualification under the Trust Indenture Act of 1939, as amended, of the Company's Mortgage and Deed of Trust, dated February 1, 1988, with The Bank of New York, successor Corporate Trustee, and Stephen J. Giurlando, successor co-Trustee, as heretofore supplemented and modified and as proposed to be further supplemented, under which the Bonds are to be issued, and of the Indenture for Unsecured Debt Securities (the "Indenture") between the Company and a trustee named therein (the "Indenture Trustee") under which the Debt Securities are to be issued, we advise you as follows:

We are of the opinion that the Company is a corporation duly organized and validly existing under the laws of the State of Mississippi.

Subject to the qualifications hereinafter expressed, we are of the further opinion that the Bonds and the Debt Securities, each when issued and delivered for the respective consideration contemplated by, and otherwise as respectively contemplated in, the Registration Statement, will respectively be legally issued and will be binding obligations of the Company.

For purposes of the opinions set forth above, we have assumed (1) that the Bonds and the Debt Securities each will be issued and delivered in compliance with appropriate action with regard to the issuance of the Bonds and the Debt Securities, respectively, by and before the Federal Energy Regulatory Commission and, to the extent, if any, required, by and before the Securities and Exchange Commission, (2) that the Bonds and the Debt Securities each will be issued and delivered in compliance with the due authorization of and in accordance with the terms set by the Company's Board of Directors or, when authorized, either the Executive Committee thereof or an authorized officer of the Company and (3) that the Indenture will be executed and delivered in compliance with the due authorization of (a) the Company's Board of

Directors or, when authorized, either the Executive Committee thereof or an authorized officer of the Company and (b) the Indenture Trustee.

This opinion is limited to the laws of the States of Mississippi and New York. To the extent that the opinions relate to or are dependent upon matters governed by the laws of the State of New York, we have relied upon the opinion of Thelen Reid & Priest LLP of New York, New York, which is being filed as Exhibit 5(b) to the Registration Statement.

We hereby consent to the filing of this opinion as Exhibit 5(a) to the Registration Statement and to the references to our firm, as counsel, in the Registration Statement and in the prospectus contained therein. In giving the foregoing consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder

Very truly yours,

WISE CARTER CHILD & CARAWAY, Professional Association

By: /s/ Betty Toon Collins Betty Toon Collins

March 23, 2006

Entergy Mississippi, Inc. 308 East Pearl Street Jackson, Mississippi 39201

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-3, including the exhibits thereto, which Entergy Mississippi, Inc. (the "Company") proposes to file with the Securities and Exchange Commission on or shortly after the date hereof, for (I) the registration under the Securities Act of 1933, as amended (the "Securities Act"), of \$300,000,000 in aggregate principal amount of (a) its First Mortgage Bonds (the "Bonds") and/or (b) its Debt Securities (the "Debt Securities"); such Bonds to be issued in one or more new series, under the Company's Mortgage and Deed of Trust, dated as February 1, 1988, with The Bank of New York, successor Corporate Trustee, and Stephen J. Giurlando, successor co-Trustee, as heretofore amended and supplemented by all indentures amendatory thereof and supplemental thereto, and as it will be further amended and supplemented (the Mortgage and Deed of Trust as so amended and supplemented being hereinafter referred to as the "Mortgage"), and such Debt Securities to be issued in one or more series under an Indenture for Debt Securities (the "Indenture") between the Company and a trustee named therein (the "Indenture Trustee"); and (II) the qualification under the Trust Indenture Act of 1939, as amended, of the Mortgage and the Indenture.

Subject to the qualifications hereinafter expressed, we are of the opinion that the Bonds and the Debt Securities, each when issued and delivered for the consideration contemplated by, and otherwise as contemplated in, the Registration Statement, will be legally issued and will be binding obligations of the Company.

For purposes of the opinions set forth above, we have assumed, as applicable to the respective securities, (I) that the Bonds and the Debt Securities each will be issued and delivered in compliance with the due authorization of and in accordance with the terms set by the Company's Board of Directors or, when authorized, either the Executive Committee thereof or an authorized officer, (II) that the Indenture will be executed and delivered in compliance with the due authorization of (a) the Company's Board of Directors or, when authorized, either the Executive Committee thereof or an authorized officer and (b) the Indenture Trustee, and (III) that the Bonds and the Debt Securities each will be issued and delivered in compliance with appropriate action with regard to the issuance of the Bonds and the Debt Securities, respectively, by and before the Federal Energy Regulatory Commission, and, to the extent, if any, required, by and before the Securities Exchange Commission.

This opinion is limited to the laws of the States of New York and Mississippi and of the United States of America. To the extent that the opinions relate to or are dependent upon matters governed by the laws of Mississippi, we have relied upon the opinion of Wise Carter Child & Caraway, Professional Association, which is being filed as Exhibit 5(a) to the Registration Statement.

We hereby consent to the filing of this opinion as Exhibit 5(b) to the Registration Statement and to the references to our firm, as counsel, in the Registration Statement and in the prospectus contained therein. In giving the foregoing consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ Thelen Reid & Priest LLP

THELEN REID & PRIEST LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated March 9, 2006, relating to the financial statements and financial statement schedule of Entergy Mississippi, Inc., and management's report on the effectiveness of internal control over financial reporting appearing in the Annual Report on Form 10-K of Entergy Mississippi, Inc. for the year ended December 31, 2005 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP

New Orleans, Louisiana March 23, 2006

FORM T-1 SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK

(Exact name of trustee as specified in its charter)

New York 13-5160382
(State of incorporation (I.R.S. employer if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286 (Address of principal executive offices) (Zip code)

ENTERGY MISSISSIPPI, INC.

(Exact name of obligor as specified in its charter)

Mississippi 64-0205830 (State or other jurisdiction of incorporation or organization) 64-0205830 (I.R.S. employer incorporation or organization)

308 East Pearl Street

Jackson, Mississippi 39201 (Address of principal executive offices) (Zip code)

First Mortgage Bonds (Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, New York 10005
(b) Whether it is authorized to exerc	cise corporate trust powers.
Yes.	

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

- 1. A copy of the Organization Certificate of The Bank of New York (formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195.)
- 4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-121195.)

- 6. The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-106702.)
- 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 16th day of March, 2006.

THE BANK OF NEW YORK

By: /S/ BEATA HRYNIEWICKA

Name: BEATA HRYNIEWICKA
Title: ASSISTANT TREASURER

Consolidated Report of Condition of

THE BANK OF NEW YORK

of One Wall Street, New York, N.Y. 10286 And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2005, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

1.00	Dollar Amounts
ASSETS	In Thousands
Cash and balances due from depository	
institutions:	
Noninterest-bearing balances and currency	
and coin	\$3,361,000
Interest-bearing balances	7,528,000
Securities:	
Held-to-maturity securities	1,977,000
Available-for-sale securities	22,664,000
Federal funds sold and securities purchased	
under agreements to resell	
Federal funds sold in domestic offices	809,000
Securities purchased under agreements to	
resell	309,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned	
income	33,263,000
LESS: Allowance for loan and	
lease losses	408,000
Loans and leases, net of unearned	
income and allowance	32,855,000
Trading assets	5,625,000
Premises and fixed assets (including	
capitalized leases)	821,000
Other real estate owned	0
Investments in unconsolidated subsidiaries	
and associated companies	283,000
Customers' liability to this bank on	·
acceptances outstanding	117,000
Intangible assets:	,
Goodwill	2,138,000
Other intangible assets	764,000

Other assets	6,617,000
Total assets	\$85,868,000
LIABILITIES	
Deposits:	¢20 100 000
In domestic offices	\$38,100,000
Noninterest-bearing	18,123,000
Interest-bearing	19,977,000
In foreign offices, Edge and Agreement	07 010 000
subsidiaries, and IBFs	27,218,000
Noninterest-bearing	383,000
Interest-bearing	26,835,000
Federal funds purchased and securities sold	
under agreements to repurchase	
Federal funds purchased in domestic	044.000
offices	844,000
Securities sold under agreements to	440.000
repurchase	118,000
Trading liabilities	2,555,000
Other borrowed money:	
(includes mortgage indebtedness and	
obligations under capitalized leases)	1,327,000
Not applicable	
Bank's liability on acceptances executed and	440.000
outstanding	119,000
Subordinated notes and debentures	1,955,000
Other liabilities	5,119,000
Total liabilities	\$77,355,000
Total Haumities	\$77,333,000
Minority interest in consolidated	
Minority interest in consolidated	120,000
subsidiaries	139,000
EQUITY CAPITAL	
Perpetual preferred stock and related	
surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to	1,155,000
preferred stock)	2,097,000
Retained earnings	5,256,000
Accumulated other comprehensive income	-114,000
Other equity capital components	-114,000
Total equity capital	8,374,000
A Court Office of Capture	0,377,000

Total liabilities, minor capital			\$85,868,000
I, Thomas J. M do hereby declare that and belief.	lastro, Executive Vi this Report of Con	ce President and Comptroller dition is true and correct to	of the above-named bank the best of my knowledge
		Executive Vice Presiden	Thomas J. Mastro, nt and Comptroller
liabilities. We declare	that it has been ex	est to the correctness of this stamined by us, and to the be with the instructions and is true	est of our knowledge and
Thomas A. Renyi Gerald L. Hassell		Directors	

FORM T-2

SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF AN INDIVIDUAL DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

Stephen J. Giurlando (Name of trustee)

(Social Security Number)

101 Barclay Street, 8E New York, New York 10286 (Business address: street, city state and zip code)

ENTERGY MISSISSIPPI, INC. (Exact name of obligor as specified in its charter)

Mississippi (State or other jurisdiction of incorporation or organization)

64-0205830 (I.R.S. employer identification no.)

308 East Pearl Street Jackson, Mississippi (Address of principal executive offices)

39201 (Zip code)

First Mortgage Bonds (Title of the indenture securities)

1. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None. (see Note on page 3.)

2. Trusteeships under other indentures.

If the trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the obligor are outstanding, file a copy of each such indenture as an exhibit and furnish the following information:

(a) Title of the securities outstanding under each such other indenture.

Not applicable.

(b) A brief statement of the facts relied upon by the trustee as a basis for the claim that no conflicting interest within the meaning of Section 310(b)(1) of the Act arises as a result of the trusteeship under such other indenture, including a statement as to how the indenture securities will rank as compared with the securities issued under such other indenture.

Not applicable.

11. List of Exhibits.

None.

NOTE

Inasmuch as this Form T-2 is filed prior to the ascertainment by the Trustee of all facts on which to base a responsive answer to Item 1, the answer to said Item is based on incomplete information.

Item 1 may, however, be considered as correct unless amended by an amendment to this Form T-2.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, I, Stephen J. Giurlando have signed this statement of eligibility in The City of New York and State of New York, on the 21st day of March, 2006.

/S/ STEPHEN J. GIURLANDO

Name: STEPHEN J. GIURLANDO