

Equity Award. Equity Awards shall be allocated to a Participant's respective Equity Award Account (as defined in Section 8.3) at such time or times, in such amounts, subject to such restrictions and in accordance with such terms and conditions as the Committee, in its discretion, may determine.

- 8.2 Funding. In the case of Equity Awards granted under the Plan, no shares of Common Stock shall be issued at the time the Award is made, and Entergy, the Employer and Plan, or any one of them, shall not be required to set aside a fund for the payment of any such Award.
- 8.3 Equity Award Accounts. An Equity Award granted to a key employee shall be credited to an Equity Award Account (the "Equity Award Account") established and maintained for such Participant. The Equity Award Account of a Participant shall be the record of Equity Awards granted to him under the Plan, solely for accounting purposes and, as provided in Section 8.2 above, shall not require a segregation of any Entergy or Subsidiary assets.
- 8.4 Maturity of Equity Awards. All Equity Awards granted to a Participant (including all Additional Equity Awards as defined in Section 4.2 related to such Equity Awards) shall become fully matured at time or times or under such circumstances as the Committee shall from time to time determine.
- 8.5 Payment of Equity Awards. A Participant who has received an Equity Award allocated to his Equity Award Account shall be entitled to receive a distribution from the Employer with respect to each then mature Equity Award allocated to his Equity Award Account at such time or times as the Committee shall determine. All Equity Awards shall be payable in cash.
- 8.6 Non-Transferability. Equity Awards granted under the Plan, and any rights and privileges pertaining thereto, may not be transferred, assigned, pledged or hypothecated in any manner, by operation of law or otherwise, other than by will or by the laws of descent and distribution, and shall not be subject to execution, attachment or similar process. Any Participant subject to Section 16 of the Exchange Act shall be prohibited from selling such shares for a period of six (6) months from the acquisition thereof. The Participant may designate one or more beneficiaries who shall be entitled to exercise the Participant's rights hereunder following the death of the Participant. Such designation shall be made on a form supplied by the Committee. In the absence of a valid beneficiary designation, the Participant's rights hereunder shall pass pursuant to the Participant's will or by the laws of descent and distribution.

ARTICLE IX

TERMINATION OR AMENDMENT OF THE PLAN

- 9.1 Termination and Amendment. The Committee may suspend, terminate, modify or amend the Plan, provided, if exemption from Section 162(m) deduction limits is to be continued, that any amendment is made with Board and shareholder approval if shareholder approval is necessary to comply with any tax, regulatory or exchange requirement, including for these purposes, the requirements for the performance-based compensation exception under Section 162(m) of the Code. If the Plan is terminated, the terms of the Plan shall, notwithstanding such termination, continue to apply to Awards granted prior to such termination.

ARTICLE X

GENERAL PROVISIONS

- 10.1 Adjustments Upon Changes in Capitalization. Notwithstanding any other provision of the Plan, the Committee may, at any time, make or provide for such adjustments to the Plan, to the number and class of shares available thereunder or to any outstanding Options, Restricted Shares, Performance Units or Equity Awards as it shall deem appropriate to prevent dilution or enlargement of rights, including adjustments in the event of distributions to holders of Common Stock other than a normal cash dividend, changes in the outstanding Common Stock by reason of stock dividends, stock splits, recapitalizations, mergers, consolidations, combinations or exchanges of shares, separations, reorganizations, liquidations and the like. Any such determination by the Committee shall be conclusive.
- 10.2 Fractional Shares. The Employer shall not be required to deliver any fractional share of Common Stock but may pay, in lieu thereof, the Fair Market Value of such fractional share to the Participant or the Participant's beneficiary or estate, as the case may be. For purposes of this Section 10.2, the Fair Market Value shall be determined as of the following dates: (i) the date on which restrictions lapse for Restricted Shares or Restricted Share Units, (ii) the date of delivery of Performance Units, (iii) the maturity date for Equity Awards other than Restricted Share Units or Performance Units, or (iv) in any case, such other dates the Committee may determine.
- 10.3 Tax Withholdings. Subject to such terms and conditions as may be established by the Committee, the Participant shall pay to Entergy any amount necessary to satisfy applicable federal, state or local tax withholding requirements attributable to an Award of Options, Restricted Shares, Performance Units or Equity Awards under this Plan promptly upon notification of the amounts due. The Committee may permit such amount to be paid by the Participants to be withheld from the shares of Common Stock that otherwise would be distributed to such Participant upon the exercise of an Option, the lapse of restrictions applicable to Restricted Shares, the payment of Performance Units or the maturity of Equity Awards, as applicable, or a combination of cash and shares of such Common Stock. Any such withholding on behalf of a Participant subject to Section 16 of the Exchange Act shall be made in accordance with the provisions of Rule 16(b)-3(e).
- 10.4 Legal and Other Requirements. The obligation of Entergy or its Subsidiaries to sell and deliver Common Stock under the Plan shall be subject to all applicable laws, regulations, rules and approvals, including, but not by way of limitation, the effectiveness of a registration statement under the Securities Act of 1933 if deemed necessary or appropriate by Entergy. Certificates for shares of Common Stock issued hereunder may be legended as the Committee shall deem appropriate.
- 10.5 Effective Date. The Plan shall become effective as of January 1, 1998, subject to the approval of Entergy shareholders at Entergy's 1998 annual meeting of shareholders and receipt of any necessary governmental approvals including, but not limited to, any approval of the Securities and Exchange Commission which may be required under the Public Utility Holding Company Act of 1935. The Amended and Restated Plan shall become effective for Awards granted after February 13, 2003, subject to the approval of Entergy shareholders at Entergy's 2003 annual meeting of shareholders and receipt of any necessary governmental approvals including, but not limited to, any approval of the Securities and Exchange Commission which may be required under the Public Utility Holding Company Act of 1935. The Amended and Restated Plan shall only govern Awards made on or after its effective date.
- 10.6 Award Agreements. Each individual Award of Options, Restricted Shares, Performance Units or Equity Awards shall be evidenced by an agreement which shall contain such restrictions, terms and conditions as the Committee may require, and may either be written or in electronic format. Notwithstanding anything to the contrary contained in the Plan, neither Entergy nor its Subsidiaries bear any obligation to grant any Awards under the Plan to any Participant hereunder unless such Participant shall execute all appropriate agreements with respect to such Awards in such form as the Committee may determine from time to time.

- 10.7 Effect on Other Plans. Awards may be granted singly, in combination or in tandem (except where prohibited by applicable law) and may be made in combination or tandem with or as alternatives to, awards or grants under any other employee plan maintained by Entergy or its Subsidiaries; provided that the adoption of the Plan shall have no effect on awards made or to be made pursuant to other stock plans covering the employees of Entergy, its Subsidiaries or its successors thereto. Awards under the Plan shall not constitute earnings for purposes of any pension plan covering employees of Entergy or its Subsidiaries except as otherwise expressly provided in any such pension plan.
- 10.8 Right to Terminate Employment. Nothing in the Plan or any agreement entered into pursuant to the Plan shall confer upon any key employee the right to continue in the employment of Entergy or any Subsidiary or affect any right which Entergy or any Subsidiary may have to terminate the employment of such key employee.
- 10.9 Notices. Every direction, revocation or notice authorized or required by the Plan shall be deemed delivered to Entergy on the date it is personally delivered to the Secretary of Entergy at its principal executive offices or three business days after it is sent by registered or certified mail, postage prepaid, addressed to the Secretary at such offices, and shall be deemed delivered to a Participant on the date it is personally delivered to him or three business days after it is sent by registered or certificate mail, postage prepaid, addressed to him at the last address shown for him on the records of Entergy and its Subsidiaries.
- 10.10 Applicable Law. All questions pertaining to the validity, construction and administration of the Plan and rights and benefits granted hereunder shall be determined in conformity with the laws of the State of Louisiana, to the extent not preempted or controlled by the laws of the United States and regulations thereunder.
- 10.11 Compliance with Section 16. With respect to persons subject to Section 16 of the Exchange Act, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under the Exchange Act or required by the Securities and Exchange Commission. To the extent any provisions of the Plan or action by the Committee is deemed not to comply with an applicable condition of Rule 16b-3, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

ARTICLE XI

CHANGE IN CONTROL

- 11.1 Accelerated Vesting of Performance Units. Notwithstanding anything stated herein to the contrary, but subject to the forfeiture provisions of this Section 11.1 and any federal securities law restrictions on sale and exercise, if during a Change in Control Period there should occur a Qualifying Event with respect to a System Management Participant, the number of Performance Units the System Management Participant shall be entitled to receive under the Plan with respect to any Performance Period that precedes or includes the day on which the Change in Control Period commences shall be determined as if the System Management Participant satisfied the remaining performance requirements at System Management Participant's target level with respect to such Performance Period(s). However, any Performance Units that were not fully vested prior to the date of such Qualifying Event shall continue to be subject to forfeiture upon the occurrence of any of the following:
- (a) Without System Company employer permission, Employee removes, copies, or fails to return if he or she has already removed, any property belonging to one or all of the System Companies, including, but not limited to, the original or any copies of any records, computer files or disks, reports, notes, documents, files, audio or video tapes, papers of any kind, or equipment provided by any one or all of

the System Companies or created using property of or for the benefit of one or all of the System Companies.

- (b) During System Management Participant's employment and for 2 years thereafter, other than as authorized by a System Company or as required by law or as necessary for the System Management Participant to perform his duties for a System Company employer, System Management Participant shall disclose to any person or entity any non-public data or information concerning any System Company, in which case System Management Participant shall be required to repay any Plan benefits previously received by him. Disclosure of information pursuant to subpoena, judicial process, or request of a governmental authority shall not be deemed a violation of this provision, provided that System Management Participant gives the System Company immediate notice of any such subpoena or request and fully cooperates with any action by System Company to object to, quash, or limit such request; or
- (c) System Management Participant engages in any employment (without the prior written consent of his last System employer) either individually or with any person, corporation, governmental agency or body, or other entity in competition with, or similar in nature to, any business conducted by any System Company at any time within the Applicable Period (defined below) and commencing upon termination of employment, where such competing employer is located in, or servicing in any way customers located in, those parishes and counties in which any System Company services customers during such Applicable Period, in which case System Management Participant shall be required to repay any Plan benefits previously received by him. For purposes of this Section, Applicable Period shall mean:
 - (1) two (2) years for System Management Participants at System Management Levels 1 and 2 at the commencement of the Change in Control Period, provided, however, that the two-year Applicable Period shall be extended to three (3) years if otherwise permissible under applicable law;
 - (2) two (2) years for System Management Participants at System Management Level 3 at the commencement of the Change in Control Period; and
 - (3) one (1) year for System Management Participants at System Management Level 4 at the commencement of the Change in Control Period.

However, if the stated Applicable Periods described herein shall be impermissible under applicable law, then the Applicable Period for purposes of this Plan shall be the maximum time period allowed under applicable law for a covenant not to compete.

11.2 Commencement Date of Awards. Notwithstanding anything stated herein to the contrary, but subject to the forfeiture provisions of Section 11.1 and any federal securities law restrictions on sale and exercise, if during a Change in Control Period there should occur a Qualifying Event with respect to a System Management Participant:

- (a) all restrictions shall be lifted on any Options, Restricted Shares, and Restricted Share units, as applicable, granted to a System Management Participant under the Plan prior to the occurrence of such Qualifying Event; and
- (b) the System Management Participant may elect to receive all Awards payable to him under the Plan on the first day of any month following the System Management Participant's termination.

11.3 No Benefit Reduction. Notwithstanding anything stated above to the contrary, an amendment to, or termination of, the Plan following a Change in Control shall not reduce the Awards granted under this Plan through the date of any such amendment or termination. In no event shall a System Management

Participant's Awards under this Plan following a Change in Control be less than such System Management Participant's Awards under this Plan immediately prior to the Change in Control Period, subject, however, to the forfeiture provisions referenced in Section 11.1 as in existence on the date immediately preceding the commencement date of the Change in Control Period. In addition, unless agreed to in writing and signed by the affected System Management Participant and by the Committee, no provision of this Plan may be modified, waived or discharged before the earlier of: (a) the expiration of the two-year period commencing on the date of a Potential Change in Control, or (b) the date on which the Change in Control event contemplated by the Potential Change in Control is terminated.

- 11.4 Source of Payments. Within thirty (30) days following the date of a Change in Control, each System Company shall make a single irrevocable lump sum contribution to the Trust for Deferred Payments of Entergy Corporation and Subsidiaries ("Trust") pursuant to the terms and conditions described in such Trust. Each System Company's contribution shall be in an amount equal to the total Awards granted to such System Company's Plan System Management Participants under the Plan through the date of any such Change in Control. If one or more of a System Company's System Management Participants shall continue to be employed by a System Company after such a Change in Control, each calendar year the System Company shall, as soon as possible, but in no event longer than thirty (30) days following the end of such calendar year, make an irrevocable contribution to the Trust in an amount that is necessary in order to maintain a lump sum amount credited to the System Company's Plan account under the Trust that is equal to the total unpaid Awards granted to such System Company's System Management Participants as of the end of each applicable calendar year. Notwithstanding the foregoing in this Section to the contrary, a System Company may make contributions to the Trust prior to a Change in Control in such amounts as it shall determine in its complete discretion. The Trust is intended as a "grantor" trust under the Internal Revenue Code and the establishment and funding of such Trust is not intended to cause System Management Participants to realize current income on amounts contributed thereto, and the Trust shall be so interpreted.
- 11.5 Claims of Good Reason/Cause During Change in Control Period. Notwithstanding any provision of the Plan to the contrary, solely for purposes of any determination regarding the existence of Good Reason or Cause during a Change in Control Period, any position taken by the System Management Participant shall be presumed to be correct unless Employer establishes to the Committee by clear and convincing evidence that such position is not correct.

ARTICLE XII

DEFERRAL ELECTIONS

- 12.1 Deferral Elections.
- (a) At any time designated in subsection (b) of this Section 12.1, a System Management Participant may execute and deliver to the Committee (or its delegate) one or more irrevocable written elections (each, a "Deferral Election") to defer receipt of such Deferrable Benefits (as defined herein) as System Management Participant may designate in such Deferral Election. A "Deferrable Benefit" is any of the following forms of Award payable under the Plan:
- (i) Restricted Share Units, provided that the Restricted Period must be scheduled to expire more than six months after the date a Deferral Election respecting it is delivered to the Committee (or its delegate);
 - (ii) Performance Units, provided that payment in respect of such Performance Units must be scheduled to be made more than six months after the date a Deferral Election respecting it is delivered to the Committee (or its delegate); and

- (iii) Incentive Compensation under the Executive Annual Incentive Plan ("EAIP") used to purchase Equity Awards in accordance with Section 8.1 ("EAIP Equity Awards"), provided that payment of the Incentive Compensation used to purchase such EAIP Equity Awards must be scheduled to be made no earlier than the calendar year following the performance year to which such Incentive Compensation relates.
- (b) Each Deferral Election must be made in accordance with the following provisions:
- (i) With respect to Restricted Share Units: A Deferral Election must be made no later than the date that precedes by six months the expiration of the Restricted Period for such Equity Award to the System Management Participant;
 - (ii) With respect to Performance Units: A Deferral Election must be made no later than the date that precedes by six months the earliest date such Award may be made to the System Management Participant; and
 - (iii) With respect to Incentive Compensation used to purchase EAIP Equity Awards: A Deferral Election must be made with respect to the Incentive Compensation used to purchase such EAIP Equity Awards prior to the beginning of the performance year with respect to which such Incentive Compensation relates.
- 12.2 Deferred Amount; Deferral Receipt Date. Each Deferral Election may defer receipt of an amount of any Deferrable Benefit, which may be less than the entire amount of such Deferrable Benefit (a "Deferred Amount"). Each Deferred Amount may be expressed as a number of units or a percentage of the total of such Deferrable Benefit due the System Management Participant. Receipt of each Deferred Amount may be deferred to such date or dates as System Management Participant shall specify in such Deferral Election (each, a "Deferral Receipt Date"), provided that:
- (a) A Deferral Receipt Date shall be not less than two (2) years following the date on which the Deferred Amount would otherwise be paid to the System Management Participant; and
 - (b) the Deferral Receipt Date shall in no event be later than the date on which the System Management Participant terminates employment unless such System Management Participant terminates employment with a System Company due to (i) retirement in accordance with the terms and conditions of the Entergy Corporation-sponsored qualified defined benefit plan in which the System Management Participant participates ("Retirement"); (ii) Retirement following the System Management Participant's long term disability under the Entergy Corporation-sponsored long-term disability plan in which the System Management Participant participates ("Long-Term Disability"); or (iii) a "Qualifying Event" (as defined in the System Executive Continuity Plan of Entergy Corporation and Subsidiaries), in which case deferral can be postponed beyond termination of employment, but in no event later than death.
- 12.3 Deferral Election Procedure. Each Deferral Election shall be effective upon its execution and delivery to the Committee (or its delegate), provided such delivery is made in accordance with the time or times specified in subsection 12.1(b). Once made, a Deferral Election may not be revoked or modified. However, further irrevocable elections to defer receipt of previously deferred benefits (each, a "Successive Deferral Election") to a subsequent Deferral Receipt Date may be made in writing by a System Management Participant by execution and delivery of an appropriate written election to the Committee (or its delegate), provided always that:

- (a) No Successive Deferral Election may be made if the existing Deferral Receipt Date is less than six months from the date of delivery to the Committee (or its delegate) of such election;
- (b) A subsequent Deferral Receipt Date shall be not less than two (2) years following the date at which the System Management Participant makes a Subsequent Deferral Election under this section; and
- (c) No Successive Deferral Election may be made following the System Management Participant's termination of employment unless the System Management Participant terminates employment with a System Company due to Retirement, Long-Term Disability, or a Qualifying Event, in which case deferral can be postponed beyond termination of employment, but in no event later than death.

The Committee shall have the sole and exclusive authority and discretion to establish rules, regulations and procedures for the execution and delivery of any Deferral Election (including any Successive Deferral Election) and may condition such elections in any manner that such Committee deems necessary, appropriate or desirable including, without limitation, the complete authority and discretion to delay the effective date of any Deferral Election (including any Successive Deferral Election) or to reject any such Deferral Election (including any Successive Deferral Election) as the Committee deems necessary, appropriate or desirable in order to maintain the orderly and accurate administration of the Plan. If the effective date of the Deferral Election (including any Successive Deferral Election) is delayed pursuant to such authority, the Committee shall notify the System Management Participant of such delay and advise the System Management Participant of the anticipated effective date of such election.

12.4 Forfeiture of Deferred Amounts. Each Deferral Election (including any Successive Deferral Election) shall remain subject to limitations or forfeitures of benefits for (a) breach of any of the conditions of receipt of any Award under the Plan and (b) failure of System Management Participant to satisfy any of the conditions necessary to receipt of any Deferrable Benefit.

12.5 Payment of Deferred Amounts. Commencing with the effective date of a System Management Participant's Deferral Election and until the corresponding Deferral Receipt Date, the applicable Deferred Amount shall either be: (i) accounted for as units (including fractional units) of Common Stock, the number of such units being based on the value of a share of Common Stock on the effective date of such Deferral Election, or (ii) deferred into such deemed investment options, if any, under the Executive Deferred Compensation Plan of Entergy Corporation and Subsidiaries (the "EDCP") as the Committee or its delegee deems appropriate. Units that are the subject of such Deferral Election shall be credited with dividend equivalent amounts equal to all dividends paid with respect to a share of Common Stock during the Deferral Election period and, if applicable, any Successive Deferral Election period(s) ("Dividend Equivalents"). All Dividend Equivalents will be reinvested in additional units as of the payment date of the dividend in respect of which they are awarded. If the Participant has chosen to keep the Deferred Amount in Units, as soon as reasonably practicable following the System Management Participant's Deferral Receipt Date with respect to a Deferred Amount, the Employer shall pay to the System Management Participant in cash, an amount equal to (i) the Fair Market Value of a share of Common Stock on the Deferral Receipt Date, multiplied by the number of units then credited to the System Management Participant's account (including units awarded in respect of reinvested Dividend Equivalents) with respect to such Deferred Amount, less (ii) all applicable estimated federal and state income and employment tax amounts required to be withheld in connection with such payment. Notwithstanding Section 12.6 to the contrary, Deferred Amounts that are deferred under the EDCP shall be paid to a System Management Participant in accordance with the terms of the EDCP.

12.6 Acceleration of Deferred Amounts.

(a) Acceleration on Death. Notwithstanding an irrevocable Deferral Election (including any Successive Deferral Election), if a System Management Participant dies, all of System Management Participant's outstanding Deferral Receipt Dates shall be accelerated, and the entirety of System Management Participant's Deferred Amounts (net of any amounts required to be withheld for federal and state income tax) shall be paid in accordance with the terms of this Plan to any Beneficiary.

(b) Hardship Distributions. At any time a System Management Participant may apply to the Committee for a special distribution of all or any part of his Deferred Amounts valued as of the date of his application on account of an immediate and heavy financial need arising from one or more of the following, or similar, events:

(i) uninsured medical costs resulting from and accident, injury or illness to the System Management Participant and/or members of his immediate family;

(ii) to prevent the foreclosure or eviction from the System Management Participant's primary residence;

(iii) funeral expenses for an immediate family member of the System Management Participant;

(iv) substantial casualty losses; or

(v) any other emergency conditions in the System Management Participant's financial affairs.

The office of the Senior Vice-President, Human Resources and Administration for Entergy Services, Inc., on behalf of the Committee, shall consider the circumstances of each such case and the best interest of the System Management Participant and his family and shall have the right, in its sole discretion, if applicable, to allow such a special distribution, or if applicable, to direct a distribution of part of the amount requested or to refuse to allow any distribution. Upon determination that such a special distribution shall be granted, the System Management Participant's employer shall make the appropriate distribution to the System Management Participant from its general assets in respect of the System Management Participant's Deferred Amounts and the Administrator shall accordingly reduce or adjust the Deferred Amounts credited to the Participant. In no event shall the aggregate amount of the special distribution exceed the full value of the Participant's Deferred Amounts. For purposes of this Section, the value of the Participant's Deferred Amounts shall be determined as of the date of the Participant's application for the special distribution.

(c) Acceleration Subject to Penalty. Notwithstanding the existence in force, with respect to a System Management Participant, of one or more irrevocable Deferral Elections or Successive Deferral Elections, such System Management Participant may require the immediate payment to the System Management Participant of any of the System Management Participant's Deferred Amounts, as determined in accordance with Section 12.5, but substituting the actual payment date for System Management Participant's Deferral Receipt Date, less any amounts withheld to satisfy federal and state income tax withholding obligations, and subject to a penalty on each such accelerated Deferred Amount (prior to withholding for taxes) of ten percent (10%). Such penalty amount shall for all purposes be deemed canceled and not paid to the System Management Participant.

(d) Acceleration Upon Taxation. Notwithstanding the existence in force, with respect to a System Management Participant, of one or more irrevocable Deferral Elections or Successive Deferral Elections, if the Internal Revenue Service (or any corresponding state income tax authority) prevails in a claim by it that Deferred Amounts constitute taxable income to the System Management Participant or his

beneficiary for any taxable year prior to the taxable year in which such Deferred Amounts are scheduled to be distributed to the System Management, such System Management Participant may require the immediate payment to the System Management Participant of such Deferred Amounts, as determined in accordance with Section 12.5 but substituting the actual payment date for System Management Participant's Deferral Receipt Date, that are held to be currently taxable, less any amounts withheld to satisfy federal and state income tax withholding obligations. For purposes of this Section 12.7(d), the Internal Revenue Service or corresponding state income tax authority shall be deemed to have prevailed in a claim if such claim is upheld by a court of final jurisdiction, or if the Employer, or the System Management Participant or beneficiary, based upon an opinion of legal counsel satisfactory to the Employer and the System Management Participant or his beneficiary, fails to appeal a decision of the Internal Revenue Service or corresponding state income tax authority, or a court of applicable jurisdiction with respect to such claim, to an appropriate appeals authority or to a court of higher jurisdiction, within the appropriate time period.

- 12.7 Deferral under the EDCP. Subject to the terms and conditions, and according to the procedures, of the EDCP, any amounts payable to Participants under this EOP may be deferred under the EDCP.

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List of Compensation Benchmark Surveys

The compensation benchmark surveys are listed in the table of contents to Mr. Ferguson's testimony under the Exhibit RNF-5 series through the Exhibit RNF-9 series.

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