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10 CFR 50.75

5928-03-20015 (TMI)
2130-03-20026 (OC)
January 23, 2003

U. S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, DC 20555-0001

Clinton Power Station
Facility Operating License No. NPF-62
NRC Docket No. 50-461

Oyster Creek Generating Station
Facility Operating License No. DPR-16
NRC Docket No. 50-219

Three Mile Island Nuclear Station, Unit 1
Facility Operating License No. DPR-50
NRC Docket No. 50-289

Subject: Request for NRC Written Consent to Proposed Amendments to Trust Agreement to Implement Assignment of Decommissioning Trust Funds for AmerGen Energy Company, LLC

In accordance with the Facility Operating Licenses for the reactors listed above, AmerGen Energy Company, LLC (AmerGen) is requesting NRC's prior written consent to amendments to its decommissioning trust agreement. These amendments implement a proposed assignment of AmerGen's nonqualified and qualified decommissioning funds to wholly-owned single member limited liability companies located and organized in Nevada. The existing Trustee for these trusts, Mellon Bank, NA (Mellon), will remain the Trustee for all of the affected trusts, and Mellon's fiduciary duties with respect to the trusts will continue unaffected by the proposed changes to the trusts. In addition, Mellon may provide certain administrative support to the Nevada LLCs and the trusts through an office that Mellon may establish and maintain in Nevada.

The qualified funds (Q Funds) will be assigned to AmerGen Consolidation, LLC (AmerGen Consolidation), a Nevada company. The nonqualified funds (NQ Funds) will be assigned to three single member limited liability companies (NQF Companies), which will each hold the NQ Funds for a single AmerGen unit (i.e., one single member limited liability company for each NQ Fund). Subsequent to the assignment of the NQ Funds, AmerGen will contribute its interests in the NQF Companies to AmerGen Consolidation. Through its direct and indirect ownership interests, AmerGen will be the sole owner of these subsidiary LLCs. The reason for the proposed assignment is explained below. The proposed organization structure and the proposed trust changes are provided in the attachments.

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The decommissioning funds are maintained in accordance with 10 CFR 50.75 ("Reporting and recordkeeping for decommissioning planning"). Under the current organizational structure, the decommissioning funds (i.e., Q Funds and NQ Funds) create adverse state tax impacts for AmerGen because such funds are currently included in AmerGen's Pennsylvania Capital Stock Tax base. The adverse state tax impacts occur even though a significant portion of such funds are related to facilities located outside the Commonwealth of Pennsylvania.

Assigning the Q Funds and NQ Funds to AmerGen Consolidation and the NQF Companies, respectively, is expected to provide substantial state tax efficiencies for AmerGen. As an additional benefit, the state tax efficiencies will increase the after-tax earnings of the NQ Funds.

The proposed restructuring is also expected to create a unit-level accounting function in order to increase the accuracy of information reported to AmerGen.

The proposed assignment of the Q Funds to AmerGen Consolidation and the NQ Funds to the NQF Companies will not have an adverse impact on AmerGen's ability to provide reasonable assurance that funds will be available to decommission the AmerGen units. This change will have no impact on the current trust assets, future contributions, or the ability to withdraw funds to satisfy decommissioning obligations.

The new entities' operating agreements will set forth their responsibilities and authorities, demonstrating the continued assurance of availability of the funds for decommissioning the AmerGen units. The language that will be included in the operating agreements of each entity (i.e., AmerGen Consolidation and the NQF Companies) is as follows:

- (i) the funds may be used for only decommissioning purposes as provided in the Qualified and Nonqualified Trust Agreements; (ii) that the appropriate party shall be granted immediate access to the Funds upon satisfaction of the conditions in the Qualified and Nonqualified Trust Agreements; (iii) that the LLC {AmerGen Consolidation or NQF Company} shall make no material changes to the Qualified and Nonqualified Trust Agreements without the prior written consent of the NRC Director, Nuclear Reactor Regulation; and (iv) that these terms shall not be materially changed without 30 days prior written notice to the NRC Director, Nuclear Reactor Regulation.

In addition to the above changes, the proposed amendments to the current master trust agreement between Mellon Bank, N.A. and AmerGen are as follows:

1. The Master Trust Agreement will be amended and restated into two separate agreements:
 - a. Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement by and between AmerGen Consolidation and Mellon, and
 - b. Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement by and between the NQF Companies and Mellon.
2. These agreements incorporate and will be governed by the Master Terms for Trust Agreements, which are substantially similar to the terms of the existing master trust agreement.
3. Mellon will continue as Trustee of the Qualified Funds and Nonqualified Funds.

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4. The proposed Amended and Restated Master Trust Agreements include the changes necessary to reflect that AmerGen will: (1) assign its interests in the Qualified Funds to AmerGen Consolidation; (2) assign its interests in the Nonqualified Funds to the appropriate NQF Company; and (3) following these assignments, contribute its interests in the NQF Companies to AmerGen Consolidation.
5. In the event an investment manager terminates, or is terminated, AmerGen Consolidation or the appropriate NQF Company or Companies shall use their best efforts to appoint an investment manager for those assets as soon as reasonably possible.
6. Correction of AmerGen's address.
7. Other minor changes.

Accordingly, attached is the following information regarding this transfer:

Attachment A – Draft Amended and Restated Master Trust Agreements

Attachment B – Current Organization Structure

Attachment C – Proposed Organization Structure

AmerGen will provide final copies of the trust agreements to the NRC.

In accordance with the license conditions of the AmerGen plants, NRC approval of these proposed changes is requested. AmerGen requests the NRC approve the proposed changes by May 23, 2003.

If you have any questions about this letter, please contact T. Loomis at (610) 765-5510.

Respectfully,



Michael P. Gallagher
Director, Licensing and Regulatory Affairs
Mid Atlantic Regional Operating Group

Attachments

cc: NRC Director of Nuclear Material Safety and Safeguards
Regional Administrator – NRC Region I
Regional Administrator – NRC Region III
NRC Senior Resident Inspector – Clinton Power Station
NRC Senior Resident Inspector – Oyster Creek Generating Station
NRC Senior Resident Inspector – Three Mile Island, Unit 1
NRC Project Manager, NRR - Clinton Power Station
NRC Project Manager, NRR - Oyster Creek Generating Station
NRC Project Manager, NRR - Three Mile Island, Unit 1

ATTACHMENT A

DRAFT AMENDED AND RESTATED MASTER TRUST AGREEMENTS

- 1. Draft Master Terms for Trust Agreement**
- 2. Draft Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement**
- 3. Draft Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement**

1. Draft Master Terms for Trust Agreements

**MASTER TERMS FOR
TRUST AGREEMENTS**

The following Master Terms for Trust Agreements (the "Master Terms") shall apply for purposes of the Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement by and between AmerGen Energy Company, LLC ("AmerGen"), AmerGen Consolidation, LLC ("Consolidation") and Mellon Bank, N.A. as Trustee (the "Trustee"), and for purposes of the Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement by and between AmerGen, the limited liability companies identified on Schedule A of such agreement (the "NQF Companies") and the Trustee, collectively the "Trust Agreements".

Any terms capitalized but not defined herein shall have the same meaning as assigned to such terms in the Trust Agreements.

ARTICLE I
[Intentionally Deleted]

ARTICLE II
Payments by the Trustee

Section 2.01. Use of Assets. The assets of each Fund shall be used exclusively (a) to satisfy, in whole or in part, any expenses or liabilities incurred with respect to the decommissioning of that Fund's Unit, including expenses incurred in connection with the preparation for decommissioning of that Unit, such as engineering and other planning expenses, and all expenses incurred after the actual decommissioning occurs, such as physical security and radiation monitoring expenses (the "Decommissioning Costs"), (b) to pay the administrative costs and other incidental expenses of each Fund, and (c) to invest in publicly-traded securities and investments (including common trust funds) as directed by the investment manager(s) pursuant to Section 3.02(a) or the Trustee pursuant to Section 3.02(b), except that all assets of the Qualified Funds must be invested in Permissible Assets as defined in the Special Terms. Except for investments tied to market indexes or other non-nuclear sector mutual funds, (1) the assets of the Funds shall not be invested in the securities or other obligations of AmerGen Energy Company, LLC, PECO Energy Company, British Energy, Inc., GPU, Inc., or affiliates thereof, or their successors or assigns; and (2) investments in any entity owning one or more nuclear power plants are prohibited. Use of the assets of the Qualified Funds shall be further limited by the provisions of the Special Terms. The assets of the Funds shall be used, in the first instance, to pay the expenses related to the decommissioning of that Fund's Unit, as defined by the United States Nuclear Regulatory Commission ("NRC") in its regulations and issuances, and as provided in the NRC issued license to operate each Unit and any amendments thereto.

Section 2.02. Certification for Decommissioning Costs.

(a) If assets of a Fund are required to satisfy Decommissioning Costs of that Fund's Unit, Consolidation or the appropriate NQF Company, as the case may be, shall present a certificate substantially in the form attached hereto as Exhibit B-1 (in the case of Consolidation) or B-2 (in the case of the NQF Companies) to the Trustee signed by its Chairman of the Board, its President or one of its Vice Presidents and its Treasurer or an Assistant Treasurer, requesting payment from its Fund. Any certificate requesting payment by the Trustee to a third party or to Consolidation or the appropriate NQF Company from a Fund for Decommissioning Costs shall include the following:

(1) a statement of the amount of the payment to be made from the Fund and whether the payment is to be made from the Nonqualified Fund, the Qualified Fund or in part from both Funds;

(2) a statement that the payment is requested to pay Decommissioning Costs which have been incurred, and if payment is to be made from the Qualified Fund, a statement that the Decommissioning Costs to be paid constitute Qualified Decommissioning Costs, as defined in the Special Terms;

(3) the nature of the Decommissioning Costs to be paid;

(4) the payee, which may be Consolidation or the appropriate NQF Company in the case of reimbursement for payments previously made or expenses previously incurred by Consolidation or the appropriate NQF Company for Decommissioning Costs;

(5) a statement that the Decommissioning Costs for which payment is requested have not theretofore been paid out of the Funds; and

(6) a statement that any necessary authorizations of the NRC and/or any other governmental agencies having jurisdiction with respect to the decommissioning have been obtained.

(b) No disbursements of payments for decommissioning costs from the Funds shall be made by the Trustee:

(1) unless the Trustee has first provided thirty (30) days' prior written notice of such disbursement or payment to the NRC Director, Office of Nuclear Reactor Regulation; and

(2) if the Trustee receives written notice of an objection from the NRC Director, Office of Nuclear Reactor Regulation during such thirty (30) day notice period, or if the Trustee receives such notice at any later time that is nevertheless prior to disbursement.

(c) The Trustee shall retain at least one copy of such certificates (including attachments) and related documents received by it pursuant to this Article II.

(d) Consolidation and the NQF Companies shall have the right to enforce payments from the Funds upon compliance with the procedures set forth in this Section 2.02.

Section 2.03. Administrative Costs. The Trustee shall pay, as directed by the appropriate NQF Company, the administrative costs and other incidental expenses of each Nonqualified Fund, including all federal, state, and local taxes, if any, imposed directly on the Nonqualified Fund or the income therefrom, legal expenses, accounting expenses, actuarial expenses and trustee expenses, from the assets of the respective Nonqualified Fund and shall pay, as directed by Consolidation, the administrative costs and other incidental expenses of each Qualified Fund, as defined in the Special Terms, from the assets of the respective Qualified Fund.

Section 2.04. Payments between the Funds. The Trustee shall make payments (i) from a Unit's Qualified Fund to that Unit's Nonqualified Fund provided such payments are in cash and are in accordance with Section 4 of the Special Terms or (ii) from a Unit's Nonqualified Fund to that Unit's Qualified Fund provided such payments are in cash and are in accordance with the contribution limitations set forth in Section 2 of the Special Terms, as the case may be, upon presentation by Consolidation and the appropriate NQF Company of a certificate substantially in the form of Exhibit C hereto executed by Consolidation or the appropriate NQF Company instructing the Trustee to make any such payments. The Trustee shall be fully protected in relying upon such certificate.

ARTICLE III **Concerning the Trustee**

Section 3.01. Authority of Trustee. The Trustee shall have the authority and discretion to manage and control the Funds to the extent provided in the Trust Agreements and these Master Terms but does not guarantee the Funds in any manner against investment loss or depreciation in asset value or guarantee the adequacy of the Funds to satisfy the Decommissioning Costs. The Trustee shall not be liable for the making, retention or sale of any asset of a Qualified Fund which qualifies as a Permissible Asset, as defined in the Special Terms, nor shall the Trustee be responsible for any other loss to or diminution of the Funds, or for any other loss or damage which may result from the discharge of its duties hereunder except for any action not taken in good faith.

Section 3.02. Investment of Funds. (a) Consolidation and the NQF Companies shall have the authority to appoint one or more investment managers who shall have the power to direct the Trustee in investing the assets of the Funds; provided, however, that the Trustee shall not follow any direction which would result in assets of the Qualified Funds being invested in assets other than Permissible Assets as defined in the Special Terms. Any such investment manager(s) or other person directing investments made in the Trusts shall adhere to the "Prudent Investor" standard as specified in 18 C.F.R. 35.32(a)(3) of the Federal Energy Regulatory Commission ("FERC") regulations (the "Prudent Investor Standard"). To the extent that Consolidation and/or the NQF Companies choose to exercise this authority, Consolidation and/or the appropriate NQF Company or Companies shall so notify the Trustee and instruct the Trustee in writing to separate into a separate account those assets the investment of which will be directed by each investment manager. Consolidation and the appropriate NQF Company or Companies shall designate in writing the person or persons who are to represent any such investment manager in dealings with the Trustee. Upon the separation of the assets in accordance with such instructions, the Trustee, as to those assets while so separated, shall be

released and relieved of all investment duties, investment responsibilities and investment liabilities normally or statutorily incident to a trustee; provided, however, that the Trustee shall not be relieved of the responsibility of ensuring that assets of the Qualified Funds are invested solely in Permissible Assets, as defined in the Special Terms. The Trustee shall retain all other fiduciary duties with respect to assets the investment of which is directed by investment managers.

(b) Consolidation or the appropriate NQF Company or Companies shall notify the Trustee if the investment of assets of the Funds are not being directed by one or more investment managers under Section 3.02(a), and the Trustee shall hold, invest, and reinvest such assets as it in its sole discretion deems advisable, subject to the restrictions set forth herein for investment of the assets of the Qualified Funds and adherence to the Prudent Investor Standard; provided however, that in the event an investment manager terminates, or is terminated, Consolidation or the appropriate NQF Company or Companies shall use their best efforts to appoint an investment manager for those assets as soon as reasonably possible.

(c) Regardless of the person directing investments, any assets of the Qualified Funds shall be invested solely in Permissible Assets as defined in, and required by, the Special Terms, and shall be accumulated, invested, and reinvested in like manner. Upon the written consent of Consolidation, the assets of a Qualified Fund relating to a Unit may be pooled with the assets of any other Qualified Fund relating to any other Unit; provided that the book and tax allocations of the pooling arrangement are made in compliance with Code section 704 (and the Treasury Regulations thereunder) and provided further that such pooling arrangement elects to be classified as a partnership for federal income tax purposes.

(d) Notwithstanding any other provision of these Master Terms, with respect to the pooling of investments authorized by subparagraph (c) no part of any Fund's (or any subsequent holder's) interest in such pool, nor any right pertaining to such interest (including any right to substitute another entity for the Fund or for any subsequent holder, as holder of investments pooled pursuant to subparagraph (c)) may be sold, assigned, transferred or otherwise alienated or disposed of by any holder of an interest in the pool unless the written consent to the transfer of every other holder of interests in such pool is obtained in advance of any such transfer.

(e) Notwithstanding the provisions of subparagraph (d) of this Section, a Fund's investment in a pooled arrangement may be withdrawn from the pool (but not from the Trust Agreements, except as otherwise permitted by this Agreement) at any time upon 7 days written notice to the Trustee by the Fund. If the Fund withdraws its entire interest in a pool, the pooled arrangement shall terminate 30 days after notice of final withdrawal has been given by any withdrawing Fund unless a majority in interest of the remaining Funds give their written consent to continue the pool within such 30 day period. If the pooled arrangement terminates, each Fund's assets will be segregated into a separate account under the Trust Agreements, and no further commingling may occur for a period of at least one year after such termination.

(f) Subparagraphs (c), (d) and (e) apply to transfers of interests within, and withdrawals from, the pooling arrangement. Nothing within these sections shall be interpreted to permit or to limit transfer of interests in, or withdrawals from, a Fund, which transfers and withdrawals are governed by other provisions of these Master Terms. In addition, the provisions of

subparagraphs (c), (d) and (e) shall not limit the Trustee's authority to invest in permissible common or collective trust funds.

Section 3.03. Prohibition Against Self Dealing. Notwithstanding any other provision in this Agreement, the Trustee shall not engage in any act of self dealing as defined in section 468A(e)(5) of the Code and Treasury Regulations § 1.468A-5(b) or any corresponding future law or Treasury Regulation.

Section 3.04. Compensation. The Trustee shall be entitled to receive out of the Funds reasonable compensation for services rendered by it, as well as expenses necessarily incurred by it in the execution of the Trusts hereunder, provided such compensation and expenses qualify as administrative costs and other incidental expenses of a Qualified Fund, as defined in the Special Terms, with respect to any payment of compensation and expenses from that Qualified Fund. Consolidation and the NQF Companies acknowledge that, as part of the Trustee's compensation, the Trustee will earn interest on balances, including disbursement balances and balances arising from purchase and sale transactions. If the Trustee advances cash or securities for any purpose, including the purchase or sale of foreign exchange or of contracts for foreign exchange, or in the event that the Trustee shall incur or be assessed taxes, interest, charges, expenses, assessments, or other liabilities in connection with the performance of these Master Terms, except such as may arise from its own negligent action, negligent failure to act, or willful misconduct, any property at any time held for the Funds or the Trust Agreements shall be security therefor and the Trustee shall be entitled to collect from the Funds sufficient cash for reimbursement, and if such cash is insufficient, dispose of the assets of Consolidation and the NQF Companies held under the Trust Agreements to the extent necessary to obtain reimbursement. To the extent the Trustee advances funds to the Funds for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Funds either (i) with respect to domestic assets, an amount equal to what would have been earned on the sums advanced (an amount approximating the "federal funds" interest rate) or (ii) with respect to nondomestic assets, the rate applicable to the appropriate foreign market.

Section 3.05. Books of Account. The Trustee shall keep separate true and correct books of account with respect to each Fund, which books of account shall at all reasonable times be open to inspection by Consolidation and each of the NQF Companies or its duly appointed representatives. The Trustee shall, upon written request of Consolidation or the appropriate NQF Company, permit government agencies, such as the NRC or the Internal Revenue Service, to inspect the books of account of each Fund. The Trustee shall furnish to Consolidation and each of the NQF Companies on or about the tenth business day of each month a statement for each Fund showing, with respect to the preceding calendar month, the balance of assets on hand at the beginning of such month, all receipts, investment transactions, and disbursements which took place during such month and the balance of assets on hand at the end of such month. The Trustee agrees to provide on a timely basis any information deemed necessary by Consolidation or the NQF Companies to file the federal, state and local tax returns of Consolidation and the NQF Companies.

Section 3.06. Reliance on Documents. The Trustee, upon receipt of documents furnished to it by Consolidation and any of the NQF Companies pursuant to the provisions of these Master Terms, shall examine the same to determine whether they conform to the

requirements thereof. The Trustee acting in good faith may conclusively rely, as to the truth of statements and the correctness of opinions expressed, on any certificate or other documents conforming to the requirements of these Master Terms. If the Trustee in the administration of the Funds, shall deem it necessary or desirable that a matter be provided or established prior to taking or suffering any action hereunder, such matter (unless evidence in respect thereof is otherwise specifically prescribed hereunder) may be deemed by the Trustee to be conclusively provided or established by a certificate signed by the Chairman of the Board, the President or any Vice President of Consolidation or any of the NQF Companies, as the case may be, and delivered to the Trustee. The Trustee shall have no duty to inquire into the validity, accuracy or relevancy of any statement contained in any certificate or document nor the authorization of any party making such certificate or delivering such document, and the Trustee may rely and shall be protected in acting or refraining from acting upon any such written certificate or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee shall not, however, be relieved of any obligation (a) to refrain from self-dealing as provided in Section 3.03 hereof; (b) to ensure that all assets of the Qualified Funds are invested solely in Permissible Assets as defined in the Special Terms; or (c) to adhere to the Prudent Investor Standard if acting as manager.

Section 3.07. Liability and Indemnification. The Trustee shall not be liable for any action taken by it in good faith and without gross negligence, willful misconduct or recklessness and reasonably believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and may consult with counsel of its own choice (including counsel for Consolidation and the NQF Companies) and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and without gross negligence and in accordance with the opinion of such counsel, provided, however, that the Trustee shall be liable for direct damages resulting from investing assets of the Qualified Funds in other than Permissible Assets or from self dealing as provided in Section 3.03 hereof Provided indemnification does not result in self dealing under Section 3.03 hereof or in a deemed contribution to a Qualified Fund in excess of the limitation on contributions under Section 468A of the Code and the Treasury Regulations thereunder, AmerGen (as to both the Qualified Funds and the Nonqualified Funds), Consolidation (as to the Qualified Funds) and the NQF Companies (as to the Nonqualified Funds) hereby agree to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without gross negligence, willful misconduct, recklessness or bad faith on the part of the Trustee, arising out of or in connection with its entering into the Trust Agreements and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim of liability, provided such loss, liability or expense does not result from investing assets of the Qualified Funds in other than Permissible Assets as defined in the Special Terms or from self dealing under Section 3.03 hereof, and provided further that no such costs or expenses shall be paid if the payment of such costs or expenses is prohibited by Section 468A of the Code or the Treasury Regulations thereunder.

The Trustee shall not be responsible or liable for any losses or damages suffered by a Fund arising as a result of the insolvency of any custodian, subtrustee or subcustodian, except to the extent the Trustee was negligent in its selection or continued retention of such entity. Under no circumstances shall the Trustee be liable for any indirect, consequential, or special damages with respect to its role as Trustee.

Section 3.08. Resignation, Removal and Successor Trustees. The Trustee may resign at any time upon sixty (60) days' written notification to Consolidation and the NQF Companies. Consolidation and the NQF Companies may remove the Trustee for any reason at any time upon thirty (30) days' written notification to the Trustee. If a successor Trustee shall not have been appointed within these specified time periods after the giving of written notice of such resignation or removal, the Trustee or Consolidation and the NQF Companies may apply to any court of competent jurisdiction to appoint a successor Trustee to act until such time, if any, as a successor shall have been appointed and shall have accepted its appointment as provided below. If the Trustee shall be adjudged bankrupt or insolvent, a vacancy shall thereupon be deemed to exist in the office of Trustee and a successor shall thereupon be appointed by Consolidation and the NQF Companies. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to Consolidation and the NQF Companies an appropriate written instrument accepting such appointment hereunder, subject to all the terms and conditions hereof, and thereupon such successor Trustee shall become fully vested with all the rights, powers, trusts, duties and obligations of its predecessor in trust under the Trust Agreements, with like effect as if originally named as Trustee thereunder. The predecessor Trustee shall, upon written request of Consolidation and the NQF Companies for payment of all fees and expenses, deliver to the successor Trustee the corpus of the Funds and perform such other acts as may be required or be desirable to vest and confirm in said successor Trustee all right, title and interest in the corpus of the Funds to which it succeeds.

Section 3.09. Merger of Trustee. Any corporation or other legal entity into which the Trustee may be merged or with which it may be consolidated, or any corporation or other legal entity resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or other legal entity to which the corporate trust functions of the Trustee may be transferred, shall be the successor Trustee under the Trust Agreements and these Master Terms without the necessity of executing or filing any additional acceptance of the Trust Agreements of these Master Terms or the performance of any further act on the part of any other parties hereto.

ARTICLE IV **Amendments**

Consolidation and the NQF Companies may amend these Master Terms and the Trust Agreements from time to time, provided such amendment does not cause the Qualified Funds to fail to qualify as nuclear decommissioning reserve funds under section 468A of the Code and the Treasury Regulations thereunder. These Master Terms and the Trust Agreements may not be amended so as to violate 468A of the Code or the Treasury Regulations thereunder. The Qualified Funds are established and shall be maintained for the sole purpose of qualifying as nuclear decommissioning reserve funds under Section 468A of the Code and the Treasury Regulations thereunder. If the Qualified Funds would fail to so qualify because of any provision contained in the Trust Agreements or these Master Terms, the Trust Agreements and these Master Terms shall be deemed to be amended as necessary to conform with the requirements of Section 468A and the Treasury Regulations thereunder. If a proposed amendment shall affect the responsibility of the Trustee, such amendment shall not be considered valid and binding until such time as the amendment is executed by the Trustee. Notwithstanding any provision herein to the contrary, neither these Master Terms nor the Trust Agreements may be modified in any

material respect without the prior written consent of the NRC Director, Office of Nuclear Reactor Regulation.

ARTICLE V
Powers of the Trustee and Investment Manager

Section 5.01. General Powers. The Trustee shall have and exercise the following powers and authority in the administration of the Funds only on the direction of an Investment Manager where such powers and authority relate to a separate account established for an Investment Manager, and in its sole discretion where such powers and authority relate to investments made by the Trustee in accordance with Section 3.02(b):

(a) to purchase, receive or subscribe for any securities or other property and to retain in trust such securities or other property;

(b) to sell, exchange, convey, transfer, lend, or otherwise dispose of any property held in the Funds and to make any sale by private contract or public auction; and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(c) to vote in person or by proxy any stocks, bonds or other securities held in the Funds;

(d) to exercise any rights appurtenant to any such stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities, or to exercise rights or options to subscribe for or purchase additional stocks, bonds or other securities, and to make any and all necessary payments with respect to any such conversion or exercise, as well as to write options with respect to such stocks and to enter into any transactions in other forms of options with respect to any options which the Funds have outstanding at any time;

(e) to join in, dissent from or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties of which the Funds may hold stocks, bonds or other securities or in which it may be interested, upon such terms and conditions as deemed wise, to pay any expenses, assessments or subscriptions in connection therewith, and to accept any securities or property, whether or not trustees would be authorized to invest in such securities or property, which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger and thereafter to hold the same, without any duty to sell;

(f) to enter into any type of contract with any insurance company or companies, either for the purposes of investment or otherwise; provided that no insurance company dealing with the Trustee shall be considered to be a party to the Trust Agreements and shall only be bound by and held accountable to the extent of its contract with the Trustee. Except as otherwise provided by any contract, the insurance company need only look to the Trustee with regard to any instructions issued and shall make disbursements or payments to any person, including the Trustee, as shall be directed by the Trustee. Where applicable, the Trustee shall be the sole owner of any and all insurance policies or contracts issued. Such contracts or policies, unless otherwise determined, shall be held as an asset of the Funds for safekeeping or custodian purposes only;

(g) upon authorization of Consolidation or the appropriate NQF Company, to lend the assets of the Funds and, specifically, to loan any securities to brokers, dealers or banks upon such terms, and secured in such manner, as may be determined by the Trustee, to permit the loaned securities to be transferred into the name of the borrower or others and to permit the borrower to exercise such rights of ownership over the loaned securities as may be required under the terms of any such loan; provided, that, with respect to the lending of securities pursuant to this paragraph, the Trustee's powers shall subsume the role of custodian (the expressed intent hereunder being that the Trustee, in such case, be deemed a financial institution, within the meaning of section 101 (22) of the Bankruptcy Code); and provided, further, that any loans made from the Funds shall be made in conformity with such laws or regulations governing such lending activities which may have been promulgated by any appropriate regulatory body at the time of such loan;

(h) to purchase, enter, sell, hold, and generally deal in any manner in and with contracts for the immediate or future delivery of financial instruments of any issuer or of any other property and in foreign exchange or foreign exchange contracts; to grant, purchase, sell, exercise, permit to expire, permit to be held in escrow, and otherwise to acquire, dispose of, hold and generally deal in any manner with and in all forms of options in any combination.

Settlements of transactions may be effected in trading and processing practices customary in the jurisdiction or market where the transaction occurs. Consolidation and the NQF Companies acknowledge that this may, in certain circumstances, require the delivery of cash or securities (or other property) without the concurrent receipt of securities (or other property) or cash and, in such circumstances, Consolidation or the appropriate NQF Company, as the case may be, shall have sole responsibility for nonreceipt of payment (or late payment) by the counterparty.

Notwithstanding anything in these Master Terms to the contrary, the Trustee shall not be responsible or liable for its failure to perform under the Trust Agreements or these Master Terms or for any losses to the Funds resulting from any event beyond the reasonable control of the Trustee, its agents or subcustodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Funds' property, or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event. This Section shall survive the termination of the Trust Agreements.

Section 5.02. Specific Powers of the Trustee. The Trustee shall have the following powers and authority, to be exercised in its sole discretion with respect to the Funds:

(a) to appoint agents, custodians, subtrustees, depositories or counsel, domestic or foreign, as to part or all of the Funds and functions incident thereto where, in the sole discretion of the Trustee, such delegation is necessary in order to facilitate the operations of the Funds and such delegation is not inconsistent with the purposes of the Funds or in contravention of any

applicable law. To the extent that the appointment of any such person or entity may be deemed to be the appointment of a fiduciary, the Trustee may exercise the powers granted hereby to appoint as such a fiduciary any person or entity. Upon such delegation, the Trustee may require such reports, bonds or written agreements as it deems necessary to properly monitor the actions of its delegate;

(b) to cause any investment, either in whole or in part, in the Funds to be registered in, or transferred into, the Trustee's name or the names of a nominee or nominees, including but not limited to that of the Trustee or an affiliate of the Trustee, a clearing corporation, or a depository, or in book-entry form, or to retain any such investment unregistered or in a form permitting transfer by delivery, provided that the books and records of the Trustee shall at all times show that such investments are a part of the Funds; and to cause any such investment, or the evidence thereof, to be held by the Trustee, in a depository, in a clearing corporation, in book-entry form, or by any other entity or in any other manner permitted by law; provided that the Trustee shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization;

(c) to make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, waivers, releases or other instruments in writing necessary or desirable for the accomplishment of any of the foregoing powers;

(d) to defend against or participate in any legal actions involving the Funds or the Trustee in its capacity stated herein, in the manner and to the extent it deems advisable;

(e) to form corporations and to create trusts, to hold title to any security or other property, to enter into agreements creating partnerships or joint ventures for any purpose or purposes determined by the Trustee to be in the best interests of the Funds;

(f) to establish and maintain such separate accounts in accordance with the instructions of Consolidation or the appropriate NQF Company, as Consolidation or the appropriate NQF Company, as the case may be, deem necessary for the proper administration of the Funds, or as determined to be necessary by the Trustee;

(g) to hold uninvested cash in its commercial bank or that of an affiliate, as it shall deem reasonable or necessary;

(h) to invest in any collective, common or pooled trust fund operated or maintained exclusively for the commingling and collective investment of monies or other assets including any such fund operated or maintained by the Trustee or an affiliate. Consolidation or the appropriate NQF Company expressly understands and agrees that any such collective fund may provide for the lending of its securities by the collective fund trustee and that such collective fund's trustee will receive compensation for the lending of securities that is separate from any compensation of the Trustee hereunder, or any compensation of the collective fund trustee for the management of such collective fund. The Trustee is authorized to invest in a collective fund which invests in Mellon Financial Corporation stock in accordance with the terms and conditions

of the Department of Labor Prohibited Transaction Exemption 95-56 (the "Exemption") granted to the Trustee and its affiliates and to use a cross-trading program in accordance with the Exemption. Consolidation or the appropriate NQF Company acknowledge receipt of the notice entitled "Cross-Trading Information," a copy of which is attached to this Agreement as Exhibit E;

(i) to invest in open-end and closed-end investment companies, including those for which the Trustee or an affiliate provides services for a fee, regardless of the purposes for which such fund or funds were created, and any partnership, limited or unlimited, joint venture and other forms of joint enterprise created for any lawful purpose; and

(j) to generally take all action, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the protection of the Funds.

Notwithstanding anything else in the Trust Agreements or these Master Terms to the contrary, including, without limitation, any specific or general power granted to the Trustee and to the investment managers, including the power to invest in real property, no portion of the Funds shall be invested in real estate (except for investments tied to market indexes or other non-nuclear sector common trust funds or mutual funds). For this purpose "real estate" includes, but is not limited to, real property, leaseholds or mineral interests.

Section 5.03. The powers described in Section 5.02 may be exercised by the Trustee with or without instructions from Consolidation or the NQF Companies or a party authorized by Consolidation or the NQF Companies to act on its behalf, but where the Trustee acts on Authorized Instructions, the Trustee shall be fully protected as described in Section 3.07. All directions and instructions to the Trustee from an Authorized Party shall be in writing, by facsimile transmission, electronic transmission subject to the Trustee's practices, or any other method specifically agreed to in writing by Consolidation or the NQF Companies and the Trustee, provided the Trustee may, in its discretion, accept oral directions and instructions and may require confirmation in writing. Without limiting the generality of the foregoing, the Trustee shall not be liable for the acts or omissions of any person appointed under paragraph (a) of Section 5.02 pursuant to Authorized Instructions.

Section 5.04. The assets of the Funds shall not be invested in the securities or other obligations of AmerGen Generation Company LLC, AmerGen Energy Company, LLC, or affiliates thereof, or their successors or assigns as identified by Consolidation and the NQF Companies. Except for investments tied to market indexes or other non-nuclear sector mutual funds or common trust funds, the assets of the funds shall not be invested in the securities of any entity owning one or more nuclear power plants, as identified by a source agreed to by the Trustee and Consolidation and the NQF Companies.

ARTICLE VI **Termination**

A Unit's Qualified Fund shall terminate upon the earlier of either (i) substantial completion of decommissioning of that Fund's Unit, as defined in the Special Terms, or (ii) disqualification of that Unit's Qualified Fund by the Internal Revenue Service as provided in

Treasury Regulations § 1.468A5(c) or any corresponding future Treasury Regulation. A Nonqualified Fund shall terminate upon termination by the NRC of that Unit's license. If a Qualified Fund termination occurs before the NRC terminates the respective Unit's operating license, the Trustee will adhere to Section 5.02(b) of these Master Terms. Upon the termination of any Fund, all of the assets of the terminated Qualified Fund shall be distributed to Consolidation, and all of the assets of the terminated Nonqualified Fund shall be distributed to the NQF Company that is the beneficiary of such Fund, except that if a Unit's Qualified Fund is terminated prior to the termination of a Unit's Nonqualified Fund, the assets of the terminated Qualified Fund shall be distributed to the Nonqualified Fund for the Unit that is held by the appropriate NQF Company.

EXHIBIT "A"

SPECIAL TERMS OF THE QUALIFIED NUCLEAR DECOMMISSIONING RESERVE FUNDS

The following Special Terms of the Qualified Funds (hereinafter referred to as the "Special Terms") will apply for purposes of these Master Terms. To the extent construed to be in conflict therewith, these Special Terms shall take precedence over the Master Terms. Capitalized terms shall have the same meaning as set forth in the Master Terms or the Trust Agreements:

Section 1. Definitions. The following terms as used in the Special Terms shall, unless the context clearly indicates otherwise, have the following respective meanings:

(a) "Administrative costs and other incidental expenses of the Qualified Funds" shall mean all ordinary and necessary expenses incurred in connection with the operation of the Qualified Funds, as provided in Treasury Regulations § 1.468A-5(a)(3)(ii)(A) or any corresponding future Treasury Regulation, including without limitation, federal, state and local income tax (including any Final Tax Liabilities), legal expenses, accounting expenses, actuarial expenses and trustee expenses.

(b) "Final Tax Liabilities" shall mean any and all tax liabilities determined to be owing but not paid out of the assets of any of the Seller's or Transferor's Qualified Fund related to each unit prior to the transfer of the assets of the Seller's or Transferor's Qualified Fund to the Qualified Fund.

(c) "Final Tax Refunds" shall mean any and all tax refunds determined to be receivable but not collected by the Seller's or Transferor's Qualified Fund prior to the transfer of the assets of the Seller's or Transferor's Qualified Fund to the Qualified Funds.

(d) "Permissible Assets" shall mean any investment permitted for a qualified nuclear decommissioning reserve fund under section 468A of the Code and the Treasury Regulations thereunder, subject to the restrictions provided in Section 5.04 of the Agreement.

(e) "Qualified Decommissioning Costs" shall mean all expenses otherwise deductible for federal income tax purposes without regard to section 280B of the Internal Revenue Code of 1986, as amended, or any corresponding section or sections of any future United States internal revenue statute (the "Code"), incurred (or to be incurred) in connection with the entombment, decontamination, dismantlement, removal and disposal of the structures, systems and components of a Unit when it has permanently ceased the production of electric energy, excluding any costs incurred for the disposal of spent nuclear fuel, as provided in Treasury Regulations § 1.468A-1(b)(5) or any corresponding future Treasury Regulation. Such term includes all otherwise deductible expenses to be incurred in connection with the preparation for decommissioning, such as engineering and other planning expenses, and all otherwise deductible expenses to be incurred with respect to a Unit after the actual decommissioning occurs, such as physical security and radiation monitoring expenses.

(f) "Seller's or Transferor's Qualified Fund" shall mean the trust established and maintained for any respective unit that qualified as a nuclear decommissioning reserve fund under Code section 468A prior to the sale or transfer of such unit.

(g) "Substantial completion of decommissioning" shall mean the date that the maximum acceptable radioactivity levels mandated by the NRC with respect to a decommissioned nuclear power plant are satisfied by the Unit; provided, however, that if Consolidation requests a ruling from the Internal Revenue Service, the date designated by the Internal Revenue Service as the date on which substantial completion of decommissioning occurs shall govern; provided, further, that the date on which substantial completion of decommissioning occurs shall be in accordance with Treasury Regulations § 1.468A-5(d)(2) or any corresponding future Treasury Regulation.

Section 2. Contributions to a Qualified Fund. The assets of the Qualified Funds shall be contributed by Consolidation (or by others approved by Consolidation in writing) from time to time in cash. The Trustee shall not accept any contributions for the Qualified Funds other than cash payments with respect to which Consolidation is allowed a deduction under section 468A(a) of the Code and Treasury Regulations §1.468A-2(a) or any corresponding future Treasury Regulations, except for any Final Tax Refunds. Consolidation hereby represents that all contributions (or deemed contributions), except for any Final Tax Refunds, by Consolidation to the Qualified Funds in accordance with the provisions of Section 1.03 of the Agreement shall be deductible under section 468A of the Code and Treasury Regulations §1.468A-2(a) or any corresponding future Treasury Regulation or shall be withdrawn pursuant to Section 4 hereof.

Section 3. Limitation on Use of Assets. The assets of the Qualified Funds shall be used exclusively as follows:

(a) To satisfy, in whole or in part, the liability for Qualified Decommissioning Costs through payments by the Trustee pursuant to Section 2.02 of the Master Terms; and

(b) To pay the administrative costs and other incidental expenses of the Qualified Funds; and

(c) To the extent the assets of the Qualified Funds are not currently required for (a) and (b) above, to invest directly in Permissible Assets.

Section 4. Transfers by Consolidation. If Consolidation's contribution (or deemed contribution) excluding any Final Tax Refunds to the Qualified Funds in any one year exceeds the amount deductible under section 468A of the Code and the Treasury Regulations thereunder, Consolidation may instruct the Trustee to transfer such excess contribution from a Unit's Qualified Fund to that Unit's Nonqualified Fund, as defined in the Trust Agreements and these Master Terms, pursuant to Section 2.04 of the Master Terms, provided any such transfer occurs on or before the date prescribed by law (including extensions) for filing the federal income tax return of the Qualified Funds for the taxable year to which the excess contribution relates for withdrawals pursuant to Treasury Regulations §§1.468A-5(c)(2) and 1.468A-2(f)(2) and occurs on or before the later of the date prescribed by law (including extensions) for filing the federal income tax return of the Qualified Funds for the taxable year to which the excess contribution relates or the date that is thirty (30) days after the date that Consolidation receives the ruling

amount for such taxable year for withdrawals pursuant to Treasury Regulations § 1.468A-3(j)(3). If Consolidation determines that transfer pursuant to this Section 4 is appropriate, Consolidation shall present a certificate so stating to the Trustee signed by its Chairman of the Board, its President or one of its Vice Presidents and its Treasurer or an Assistant Treasurer, requesting such withdrawal and transfer. The certificate shall be substantially in the form attached as Exhibit C to the Master Terms for transfers to Nonqualified Funds as provided in Section 2.04 of the Master Terms and substantially in the form of Exhibit D to the Master Terms for withdrawals and transfers by Consolidation.

Section 5. Taxable Year/Tax Returns. The accounting and taxable year for the Qualified Funds shall be the taxable year of Consolidation for federal income tax purposes. If the taxable year of Consolidation shall change, Consolidation shall notify the Trustee of such change and the accounting and taxable year of the Qualified Funds must change to the taxable year of Consolidation as provided in Treasury Regulations § 1.468A-4(c)(1) or any corresponding future Treasury Regulation. Consolidation shall assist the Trustee in complying with any requirements under section 442 of the Code and Treasury Regulations §1.442-1. Consolidation shall prepare, or cause to be prepared, any tax returns required to be filed by the Qualified Funds, and the Trustee shall sign and file such returns on behalf of the Qualified Funds. The Trustee shall cooperate with Consolidation in the preparation of such returns.

EXHIBIT "B-1"

**CERTIFICATE FOR PAYMENT
OF DECOMMISSIONING COSTS**

**[Name of Trustee],
as Trustee
[Address]**

This Certificate is submitted pursuant to Section 2.02 of the Master Terms for Trust Agreements. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings assigned to such terms in the Master Terms. In your capacity as Trustee, you are hereby authorized and requested to disburse out of the [Unit name's] Funds to [payee] the amount of \$_____ from the Qualified Fund for the payment of the Decommissioning Costs which have been incurred with respect to the [Unit name]. Prior to making such disbursements, however, the Trustee shall provide thirty days prior written notice of such disbursement to the NRC and shall not make such disbursement if the Trustee receives written notice of any objections from the NRC Director, Office of Nuclear Reactor Regulations during such thirty day period, or if the Trustee receives such notice at any later time that is nevertheless prior to disbursement. With respect to such Decommissioning Costs, Consolidation hereby certifies as follows:

1. The amount to be disbursed pursuant to this Certificate shall be solely used for the purpose of paying the Decommissioning Costs described in Schedule A hereto.

2. None of the Decommissioning Costs described in Schedule A hereto have previously been made the basis of any certificate pursuant to Section 2.02 of the Master Terms.

3. The amount to be disbursed from the Qualified Fund pursuant to this Certificate shall be used solely for the purpose of paying Qualified Decommissioning Costs as defined in the Special Terms.

4. Any necessary authorizations of the NRC or any corresponding governmental authority having jurisdiction over the decommissioning of the Unit have been obtained, other than the required 30 days prior written Notice.

IN WITNESS WHEREOF, the undersigned have executed this Certificate in the capacity shown below as of _____, _____.

AMERGEN CONSOLIDATION, LLC

By: _____
Name:
Title:

AMERGEN CONSOLIDATION, LLC

By: _____
Name:
Title:

**Acknowledged by:
MELLON BANK, N.A.**

By: _____
Name:
Title:

EXHIBIT "B-2"

**CERTIFICATE FOR PAYMENT
OF DECOMMISSIONING COSTS**

**[Name of Trustee],
as Trustee
[Address]**

This Certificate is submitted pursuant to Section 2.02 of the Nuclear Decommissioning Master Terms Agreement dated _____. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings assigned to such terms in the Master Terms. In your capacity as Trustee, you are hereby authorized and requested to disburse out of the [Unit name's] Funds to [payee] the amount of \$_____ from the Nonqualified Fund for the payment of the Decommissioning Costs which have been incurred with respect to the [Unit name]. Prior to making such disbursements, however, the Trustee shall provide thirty days prior written notice of such disbursement to the NRC and shall not make such disbursement if the Trustee receives written notice of any objections from the NRC Director, Office of Nuclear Reactor Regulations during such thirty day period, or if the Trustee receives such notice at any later time that is nevertheless prior to disbursement. With respect to such Decommissioning Costs, AmerGen _____ NQF, LLC hereby certifies as follows:

1. The amount to be disbursed pursuant to this Certificate shall be solely used for the purpose of paying the Decommissioning Costs described in Schedule A hereto.
2. None of the Decommissioning Costs described in Schedule A hereto have previously been made the basis of any certificate pursuant to Section 2.02 of the Master Terms.
3. Any necessary authorizations of the NRC or any corresponding governmental authority having jurisdiction over the decommissioning of the Unit have been obtained, other than the required 30 days prior written Notice.

IN WITNESS WHEREOF, the undersigned have executed this Certificate in the capacity shown below as of _____, _____.

AMERGEN _____ NQF, LLC

By: _____
Name:
Title:

AMERGEN _____ NQF, LLC

By: _____
Name:
Title:

Acknowledged by:
MELLON BANK, N.A.

By: _____
Name:
Title:

EXHIBIT "C"

**CERTIFICATE FOR TRANSFER BETWEEN THE QUALIFIED FUND
AND THE NONQUALIFIED FUND**

**[Name of Trustee],
as Trustee**

[Address]

This Certificate is submitted pursuant to Section 2.04 of the Master Terms for Trust Agreements. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings assigned to such terms in the Master Terms. In your capacity as Trustee, you are hereby authorized and instructed as follows (complete one):

To pay \$ _____ in cash from the [Unit name's] Nonqualified Fund to that Unit's Qualified Fund; or

To pay \$ _____ in cash from the [Unit name's] Qualified Fund to that Unit's Nonqualified Fund.

With respect to such payment, Consolidation and AmerGen _____ NQF, LLC hereby certify as follows:

1. Any amount stated herein to be paid from the Nonqualified Fund to the Qualified Fund is in accordance with the contribution limitations applicable to the Qualified Fund set forth in Section 2 of the Special Terms and the limitations of Section 2.04 of the Master Terms.
2. Any amount stated herein to be paid from the Qualified Fund to the Nonqualified Fund is in accordance with Section 4 of the Special Terms. Consolidation and AmerGen _____ NQF, LLC has determined that such payment is appropriate under the standards of Section 4 of the Special Terms.

IN WITNESS WHEREOF, the undersigned have executed this Certificate in the capacity as shown below as of _____, _____.

AMERGEN CONSOLIDATION, LLC

By: _____

Name:

Title:

AMERGEN _____ NQF, LLC

By: _____

Name:

Title:

**Acknowledged by:
MELLON BANK, N.A.**

By: _____

Name:

Title:

EXHIBIT "D"

**CERTIFICATE FOR WITHDRAWAL
OF EXCESS CONTRIBUTIONS
FROM QUALIFIED FUND**

[Name of Trustee],
as Trustee

[Address]

This Certificate is submitted pursuant to Section 4 of the Special Terms attached as Exhibit A to the Master Terms for Trust Agreements ("Master Terms"). All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings assigned to such terms in the Master Terms. In your capacity as Trustee, you are hereby authorized and instructed to pay \$_____ in cash to Consolidation from the [Unit name's] Qualified Fund. With respect to such payment, Consolidation hereby certifies that withdrawal and transfer pursuant to Section 4 of the Special Terms is appropriate and that \$_____ constitutes an excess contribution pursuant to such Section.

IN WITNESS WHEREOF, the undersigned have executed this Certificate in the capacity as shown below as of _____, _____.

AMERGEN CONSOLIDATION, LLC

By: _____
Name:
Title:

**Acknowledged by:
MELLON BANK, N.A.**

By: _____
Name:
Title:

EXHIBIT "E"

CROSS-TRADING INFORMATION

As part of the cross-trading program covered by the Exemption for the Trustee and its affiliates, the Trustee is to provide to each affected Trust the following information:

I. The existence of the cross-trading program

The Trustee has developed and intends to utilize, wherever practicable, a cross-trading program for Indexed Accounts and Large Accounts as those terms are defined in the Exemption.

II. The "triggering events" creating cross-trade opportunities

In accordance with the exemption three "triggering events" may create opportunities for cross-trading transactions. They are generally the following (see the Exemption for more information):

- A. A change in the composition or weighting of the index by the independent organization creating and maintaining the index;
- B. A change in the overall level of investment in an Indexed Account as a result of investments and withdrawals on the account's opening date, where the Account is a bank collective fund, or on any relevant date for non-bank collective funds; provided, however, a change in an Indexed Account resulting from investments or withdrawals of assets of the Trustee's own plans (other than the Trustee's defined contribution plans under which participants may direct among various investment options, including Indexed Accounts) are excluded as a "triggering event"; or
- C. A recorded declaration by the Trustee that an accumulation of cash in an Indexed Account attributable to interest or dividends on, and/or tender offers for, portfolio securities equal to not more than 0.5% of the Account's total value has occurred.

III. The pricing mechanism utilized for securities purchased or sold

Securities will be valued at the current market value for the securities on the date of the crossing transaction.

Equity securities - the current market value for the equity security will be the closing price on the day of trading as determined by an independent pricing service; unless the security was added to or deleted from an index after the close of trading, in which case the price will be the opening price for that security on the next business day after the announcement of the addition or deletion.

Debt securities - the current market value of the debt security will be the price determined by the Trustee as of the close of the day of trading according to the Securities and Exchange Commission's Rule 17a-7(b)(4) under the Investment Company Act of 1940.

Debt securities that are not reported securities or traded on an exchange will be valued based on an average of the highest current independent bids and the lowest current independent offers on the day of cross-trading. The Trustee will use reasonable inquiry to obtain such prices from at least three independent sources that are brokers or market makers. If there are fewer than three independent sources to price a certain debt security, the closing price quotations will be obtained from all available sources.

IV. The allocation methods

Direct cross-trade opportunities will be allocated among potential buyers or sellers of debt or equity securities on a pro rata, basis. With respect to equity securities, please note the Trustee imposes a trivial share constraint to reduce excessive custody ticket charges to participating accounts.

V. Other procedures implemented by the Trustee for its cross-trading practices

The Trustee has developed certain internal operational procedures for cross-trading debt and equity securities. These procedures are available upon request.

**2. Draft Amended and Restated Nonqualified Nuclear Decommissioning
Master Trust Agreement**

**AMENDED AND RESTATED
NONQUALIFIED
NUCLEAR DECOMMISSIONING
MASTER TRUST AGREEMENT**

THIS AMENDED AND RESTATED NONQUALIFIED NUCLEAR DECOMMISSIONING MASTER TRUST AGREEMENT (the "Agreement"), dated as of _____, 2003 by and between AmerGen Energy Company, LLC ("AmerGen"), a limited liability company organized under the law of the State of Delaware and having a principal office at 300 Exelon Way, Kennett Square, Pennsylvania 19348, the limited liability companies duly organized and existing under the laws of the State of Nevada, identified on Schedule A attached hereto (collectively, the "NQF Companies"), and MELLON BANK, N.A., as Trustee, having its office at _____, Nevada [zip] (the "Trustee").

WITNESSETH:

WHEREAS, AmerGen is the owner in whole or in part of each of the Units ("Unit" shall mean each, and "Units" shall mean all, of the nuclear power plants listed on the Schedule A attached to this Agreement (as that Schedule may be supplemented from time to time by the NQF Companies by written notice to the Trustee). Each unit of a multi-unit nuclear power plant site shall be considered as a separate Unit for the purposes of this Agreement); and

WHEREAS, AmerGen entered into certain Trust Agreements with the Trustee described in Schedule B (the "Prior Agreements") which were established for the purpose of holding the decommissioning funds established by AmerGen for each Unit in which AmerGen owned an interest in whole or in part; and

WHEREAS, by agreement effective as of October 16, 2001, AmerGen and the Trustee entered into an amended and restated trust agreement (the "Amended and Restated Agreement") which amended the Prior Agreements and consolidated the separate trusts established by the Prior Agreements into a master trust; and

WHEREAS, the Amended and Restated Agreement provides for trusts for the exclusive purpose of providing for the decommissioning of the Units, which trusts consisted of qualified nuclear decommissioning funds (the "Qualified Funds") under section 468A of the Internal Revenue Code of 1986, as amended (the "Code") and nonqualified nuclear decommissioning trusts (the "Nonqualified Funds"), the Qualified Funds and the Nonqualified Funds may hereinafter be referred to collectively as the "Funds"; and

WHEREAS, pursuant to certain assignment agreements AmerGen wishes to transfer to the NQF Companies its interests, rights, duties and obligations under the

Amended and Restated Agreement in the Nonqualified Funds, as set forth in Schedule A attached hereto, and the NQF Companies have agreed to accept such interests, rights, duties and obligations; and

WHEREAS, pursuant to certain assignment agreements AmerGen wishes to transfer to AmerGen Consolidation, LLC ("Consolidation"), a limited liability company organized under the laws of the State of Nevada, its interests, rights, duties and obligations under the Amended and Restated Agreement in the Qualified Funds, and Consolidation has agreed to accept such interests, rights, duties and obligations; and

WHEREAS, AmerGen, the NQF Companies and Consolidation wish to amend the Amended and Restated Agreement so that it is restated into two separate agreements, one with respect to the Nonqualified Funds and one with respect to the Qualified Funds; and

WHEREAS, AmerGen, the NQF Companies and the Trustee wish that this Agreement shall amend and restate the Amended and Restated Agreement with respect to the Nonqualified Trusts; and

WHEREAS, AmerGen and the NQF Companies wish that the Trustee continue to serve as trustee of the Nonqualified Funds.

NOW, THEREFORE, to provide for the maintenance of the Nonqualified Funds, the making of payments therefrom and the performance of covenants by the NQF Companies and the Trustee set forth herein, AmerGen has previously sold, assigned, set over and pledged unto the Trustee, and to the Trustee's successors and its assigns, and the Trustee has acknowledged receipt of the funds representing the initial funding of and any additional contributions to the Nonqualified Funds.

TO HAVE AND TO HOLD THE SAME IN TRUST for the exclusive use and purposes and upon the terms and conditions hereinafter set forth and as set forth in the Master Terms for Trust Agreements (the "Master Terms") appended hereto as Exhibit 1, and such additional funds as may from time to time be added thereto as provided herein, together with the proceeds and reinvestments thereof.

ARTICLE 1

PURPOSES OF THE FUNDS

Section 1.01. Establishment of the Funds. The Trustee shall hold a separate Nonqualified Fund for each Unit. The Nonqualified Funds for each Unit shall be as identified in Schedule A, with the NQF Company as identified in Schedule A as beneficiary of each Nonqualified Fund. The Nonqualified Funds shall be maintained separately at all times in the United States pursuant to this Agreement. The Trustee shall

maintain such records as are necessary to reflect each Nonqualified Fund separately on its books from each other Nonqualified Fund, and shall create and maintain such subaccounts within each Nonqualified Fund as the relevant NQF Company shall direct. In performing its duties under this Agreement, the Trustee shall exercise the same care and diligence that it would devote to its own property in like circumstances.

Section 1.02. Purposes of the Funds. The Nonqualified Funds are established for the exclusive purpose of providing funds for the decommissioning of the Units. The Nonqualified Fund for a Unit shall accumulate all contributions (whether from the relevant NQF Company or others) which do not satisfy the requirements for contributions to the Qualified Fund for that Unit, pursuant to Section 2 of the Special Terms contained in Exhibit A to the Master Terms. None of the assets of the Nonqualified Funds shall be subject to attachment, garnishment, execution of levy in any manner for the benefit of creditors of a NQF Company or any other party.

Section 1.03. Contributions to the Funds. The assets of the Nonqualified Funds shall be transferred or contributed by the NQF Companies (or others approved in writing by the NQF Companies) from time to time.

Section 1.04. Master Terms. In addition to the terms set forth in this Agreement, the Nonqualified Funds shall also be governed by the provisions of the Master Terms. The terms of this Agreement, to the extent construed to be in conflict with the Master Terms, shall take precedence over the Master Terms. Any terms capitalized and not defined herein shall have the meaning set forth in the Master Terms.

ARTICLE II DISTRIBUTIONS

Section 2.01. Distributions. Upon receipt of written instructions from a NQF Company, and pursuant to the terms of Article II of the Master Terms, the Trustee shall distribute all or a portion of the Nonqualified Fund of which such NQF Company is a beneficiary to such NQF Company.

ARTICLE III TERMINATION

Section 3.01. Termination. A NQF Company may terminate all or a portion of the Nonqualified Fund of which such NQF Company is a beneficiary, upon written notice to the Trustee, in accordance with Article VI of the Master Terms.

Section 3.02. Distribution of Trust Upon Termination. Upon termination of all or a portion of a Nonqualified Fund, the Trustee shall assist the Investment Manager in

liquidating assets of such trust (if so directed by the relevant NQF Company), and distributing the then-existing assets of the Fund (either the liquidation proceeds or the Fund assets-in-kind, including accrued, accumulated and undistributed net income) less final Fund administration expenses (including accrued taxes paid directly to a taxing authority) to such NQF Company, provided, however, that no such distribution shall be made unless the Trustee has received an opinion of legal counsel of such NQF Company stating that such distribution does not violate any Order, and that the requirements of Article VI of the Master Terms have been met.

ARTICLE IV **Miscellaneous**

Section 4.01. Binding Agreement. All covenants and agreements in this Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

Section 4.02. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given on the date mailed if sent by registered mail, return receipt requested, as follows:

MELLON BANK, N.A.
[Contact and Address to be Inserted.]

NQF COMPANIES
as set forth in Schedule A

or at such other address as the Trustee or NQF Companies may have furnished to the other party in writing by registered mail, return receipt requested.

Section 4.03. Governing Law. Each Nonqualified Fund has been established pursuant to this Agreement in accordance with the requirements for trusts under the laws of the Commonwealth of Pennsylvania and this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Section 4.04. Counterparts. This Agreement may be executed in several counterparts, and all such counterparts executed and delivered, each an original, shall constitute but one and the same instrument.

Section 4.05. Contractual Income. The Trustee shall credit the Nonqualified Funds with income and maturity proceeds on securities on the contractual payment date net of any taxes or upon actual receipt as agreed between the Trustee and the NQF Companies. To the extent the NQF Companies and the Trustee have agreed to credit

income on the contractual payment date, the Trustee may reverse such accounting entries with back value to the contractual payment date if the Trustee reasonably believes that such amount will not be received by it.

Section 4.06. Contractual Settlement. The Trustee will attend to the settlement of securities transactions on the basis of either contractual settlement date accounting or actual settlement date accounting as agreed between the NQF Companies and the Trustee. To the extent the NQF Companies and the Trustee have agreed to settle certain securities transactions on the basis of contractual settlement date accounting, the Trustee may reverse with back value to the contractual settlement date any entry relating to such contractual settlement where the related transaction remains unsettled according to established procedures.

Section 4.07. Authority. The NQF Companies and the Trustee hereby each represent and warrant to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to bind the NQF Companies and the Trustee to this Agreement.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands and seals as of the day and year first above written.

AMERGEN CLINTON NQF, LLC

By: _____
Name:
Title:

AMERGEN OYSTER CREEK NQF, LLC

By: _____
Name:
Title:

AMERGEN TMI NQF, LLC

By: _____
Name:
Title:

AMERGEN ENERGY COMPANY, LLC

By: _____
Name:
Title:

MELLON BANK, N.A.

By: _____
Name:
Title:

Schedule A

The following is a list /of nuclear power plants owned in whole or part by AmerGen, trust funds and their owners covered by the Master Terms:

| <u>Unit</u> | <u>Nonqualified Fund</u> | <u>NQF Company</u> |
|---|---|-------------------------------|
| Clinton Nuclear Power Plant | AmerGen Clinton Nuclear Power Plant Nonqualified Fund | AmerGen Clinton NQF, LLC |
| Oyster Creek Nuclear Generating Station | AmerGen Oyster Creek Nuclear Generating Station Nonqualified Fund | AmerGen Oyster Creek NQF, LLC |
| Three Mile Island Unit One | AmerGen Three Mile Island Unit One Nonqualified Fund | AmerGen TMI NQF, LLC |

The address of each of the NQF Companies is as follows: 2325-B Renaissance Dr., Suite 19, Las Vegas, Nevada 89119.

Schedule B

The following is a list of the Prior Agreements:

1. **Nuclear Decommissioning Master Trust Agreement – Clinton Nuclear Power Plant, dated as of December 13, 1999..**
2. **Nuclear Decommissioning Master Trust Agreement – Oyster Creek Nuclear Generating Station, dated as of July 25, 2000.**
3. **Nuclear Decommissioning Master Trust Agreement – Three Mile Island Unit One, dated as of December 13, 1999.**

**3. Draft Amended and Restated Qualified Nuclear Decommissioning
Master Trust Agreement**

**AMENDED AND RESTATED
QUALIFIED NUCLEAR DECOMMISSIONING
MASTER TRUST AGREEMENT**

THIS AMENDED AND RESTATED QUALIFIED NUCLEAR DECOMMISSIONING MASTER TRUST AGREEMENT (the "Agreement"), dated as of _____, 2003 by and between AmerGen Energy Company, LLC ("AmerGen"), a limited liability company organized under the law of the State of Delaware and having a principal office at 300 Exelon Way, Kennett Square, Pennsylvania 19348, AmerGen Consolidation, LLC ("Consolidation"), a limited liability company duly organized and existing under the laws of the State of Nevada, having its principal office at 2325-B Renaissance Dr., Suite 19, Las Vegas, Nevada 89119, Nevada [zip], and MELLON BANK, N.A., as Trustee, having its office at _____, Nevada [zip] (the "Trustee");

WITNESSETH:

WHEREAS, AmerGen is the owner in whole or in part of each of the Units ("Unit" shall mean each, and "Units" shall mean all, of the nuclear power plants listed on the Schedule A attached to this Agreement (as that Schedule may be supplemented from time to time by Consolidation by written notice to the Trustee). Each unit of a multi-unit nuclear power plant site shall be considered as a separate Unit for the purposes of this Agreement); and

WHEREAS, AmerGen entered into certain Trust Agreements with the Trustee, described in Schedule B ("the Prior Agreements") which were established for the purpose of holding the decommissioning funds established by AmerGen for each Unit in which AmerGen owned an interest in whole or in part; and

WHEREAS, by agreement effective as of October 16, 2001, AmerGen and the Trustee entered into an amended and restated trust agreement (the "Amended and Restated Agreement") which amended the Prior Agreements and consolidated the separate trusts established by the Prior Agreements into a master trust; and

WHEREAS, the Amended and Restated Agreement provides for trusts for the exclusive purpose of providing for the decommissioning of the Units, which trusts consisted of qualified nuclear decommissioning funds (the "Qualified Funds") under section 468A of the Internal Revenue Code of 1986, as amended (the "Code") and nonqualified nuclear decommissioning funds (the "Nonqualified Funds"), the Qualified Funds and the Nonqualified Funds may hereinafter be referred to collectively as the "Funds"; and

WHEREAS, pursuant to certain assignments AmerGen wishes to transfer to certain limited liability companies duly organized and existing under the laws of the State of Nevada (the "NQF Companies") its interests, rights, duties and obligations under the

Amended and Restated Agreement in the Nonqualified Funds, as set forth in Schedule A attached hereto, and the NQF Companies have agreed to accept such interests, rights, duties and obligations; and

WHEREAS, pursuant to certain assignment agreements AmerGen wishes to transfer to Consolidation its interests, rights, duties and obligations under the Amended and Restated Agreement in the Qualified Funds, and Consolidation has agreed to accept such interests, rights, duties and obligations; and

WHEREAS, AmerGen, the NQF Companies and Consolidation wish to amend the Amended and Restated Agreement so that it is restated into two separate agreements, one with respect to the Nonqualified funds and one with respect to the Qualified Funds; and

WHEREAS, AmerGen, Consolidation and the Trustee wish that this Agreement shall amend and restate the Amended and Restated Agreement with respect to the Qualified Funds; and

WHEREAS, AmerGen and Consolidation wish that the Trustee continue to serve as Trustee of the Qualified Funds; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by Consolidation and the Trustee and all things necessary to make this Agreement a valid and binding agreement by Consolidation and the Trustee have been done.

NOW, THEREFORE, to provide for the maintenance of the Qualified Funds and the making of payments therefrom and the performance of the covenants by Consolidation and the Trustee set forth herein, AmerGen has previously sold, assigned, transferred, set over and pledged unto the Trustee, and to the Trustee's successors and assigns, and the Trustee has acknowledged receipt of the funds representing the initial funding of and any additional contributions to the Qualified Funds.

TO HAVE AND TO HOLD THE SAME IN TRUST for the exclusive use and purposes and upon the terms and conditions hereinafter set forth and as set forth in the Master Terms for Trust Agreements (the "Master Terms") appended hereto as Exhibit 1, and such additional funds as may from time to time be added thereto as provided herein, together with the proceeds and reinvestments thereof.

ARTICLE I
PURPOSES OF THE FUNDS

Section 1.01. Establishment of the Funds. The Trustee shall hold a separate Qualified Fund for each Unit. The Qualified Funds for each Unit shall be as identified in

Schedule A. The Qualified Funds shall be maintained separately at all times in the United States pursuant to this Agreement. Consolidation intends that the Qualified Funds shall qualify as nuclear decommissioning reserve funds under section 468A of the Code. The assets of the Qualified Funds may be used only in a manner authorized by section 468A of the Code and the Treasury Regulations thereunder and this Agreement cannot be amended to violate section 468A of the Code or the Treasury Regulations thereunder. The Trustee shall maintain such records as are necessary to reflect each Qualified Fund separately on its books from each other Qualified Fund and shall create and maintain such subaccounts within each Qualified Fund as Consolidation shall direct. In performing its duties under this agreement, the Trustee shall exercise the same care and diligence that it would devote to its own property in like circumstances.

Section 1.02. Purposes of the Funds. The Qualified Funds are established for the exclusive purpose of providing funds for the decommissioning of the Units. The Qualified Funds shall accumulate all contributions (whether from Consolidation or others) which satisfy the requirements of Section 2 of the Special Terms contained in Exhibit A to the Master Terms. The assets in the Qualified Funds shall be used as authorized by section 468A of the Code and regulations thereunder. None of the assets of the Qualified Funds shall be subject to attachment, garnishment, execution or levy in any manner for the benefit of creditors of Consolidation or any other party.

Section 1.03. Contributions to the Funds. The assets of the Qualified Funds shall be transferred or contributed by Consolidation (or by others approved in writing by Consolidation) from time to time. Cash contributions for each Unit shall be allocated to the Qualified Funds as Consolidation designates in writing at the time of payment.

Section 1.04. Master Terms. In addition to the terms set forth in this Agreement, the Qualified Funds shall also be governed by the provisions of the Master Terms. The terms of this Agreement, to the extent construed to be in conflict with the Master Terms, shall take precedence over the Master Terms. Any terms capitalized and not defined herein shall have the meaning set forth in the Master Terms.

ARTICLE II DISTRIBUTIONS

Section 2.01. Distributions. Upon receipt of written instructions from Consolidation, and pursuant to the terms of Article II of the Master Terms, the Trustee shall distribute all or a portion of the Qualified Trust to Consolidation.

ARTICLE III TERMINATION

Section 3.01. Termination. Consolidation may terminate all or a portion of the

Qualified Funds, upon written notice to the Trustee, in accordance with Article VI of the Master Terms.

Section 3.02. Distribution of Trust Upon Termination. Upon termination of all or a portion of a Qualified Fund, the Trustee shall assist the Investment Manager in liquidating assets of such trust, and distributing the then-existing assets of the Qualified Fund (either the liquidation proceeds or the Fund assets-in-kind, including accrued, accumulated and undistributed net income) less final Fund administration expenses (including accrued taxes paid directly to a taxing authority) to Consolidation, provided, however, that no such distribution shall be made unless the Trustee has received an opinion of legal counsel of Consolidation stating that such distribution does not violate any Order, and that the requirements of Article VI of the Master Terms have been met.

ARTICLE IV
Miscellaneous

Section 4.01. Binding Agreement. All covenants and agreements in this Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

Section 4.02. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given on the date mailed if sent by registered mail, return receipt requested, as follows:

MELLON BANK, N.A.
[Insert Contact and Address]

AMERGEN TRUST CONSOLIDATION COMPANY, LLC
[Insert Contact and Address]

or at such other address as the Trustee or Consolidation may have furnished to the other party in writing by registered mail, return receipt requested.

Section 4.03. Governing Law. Each Qualified Fund has been established pursuant to this Agreement in accordance with the requirements for trusts under the laws of the Commonwealth of Pennsylvania and this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania .

Section 4.04. Counterparts. This Agreement may be executed in several counterparts, and all such counterparts executed and delivered, each an original, shall constitute but one and the same instrument.

Section 4.05. Contractual Income. The Trustee shall credit the Qualified Funds with income and maturity proceeds on securities on the contractual payment date net of any taxes or upon actual receipt as agreed between the Trustee and Consolidation. To the extent Consolidation and the Trustee have agreed to credit income on the contractual payment date, the Trustee may reverse such accounting entries with back value to the contractual payment date if the Trustee reasonably believes that such amount will not be received by it.

Section 4.06. Contractual Settlement. The Trustee will attend to the settlement of securities transactions on the basis of either contractual settlement date accounting or actual settlement date accounting as agreed between Consolidation and the Trustee. To the extent Consolidation and the Trustee have agreed to settle certain securities transactions on the basis of contractual settlement date accounting, the Trustee may reverse with back value to the contractual settlement date any entry relating to such contractual settlement where the related transaction remains unsettled according to established procedures.

Section 4.07. Authority. Consolidation and the Trustee hereby each represent and warrant to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to bind Consolidation and the Trustee to this Agreement.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands and seals as of the day and year first above written.

AMERGEN CONSOLIDATION, LLC

By: _____
Name:
Title:

AMERGEN ENERGY COMPANY, LLC

By: _____
Name:
Title:

MELLON BANK, N.A.

By: _____
Name:
Title:

Schedule A

The following is a list of nuclear power plants owned in whole or part by AmerGen and the Qualified Funds covered by the Master Terms:

| <u>Units</u> | <u>Funds</u> |
|---|--|
| Clinton Nuclear Power Plant | Clinton Nuclear Power Plant Qualified Fund |
| Oyster Creek Nuclear Generating Station | Oyster Creek Nuclear Generating Station Qualified Fund |
| Three Mile Island Unit One | Three Mile Island Unit One Qualified Fund |

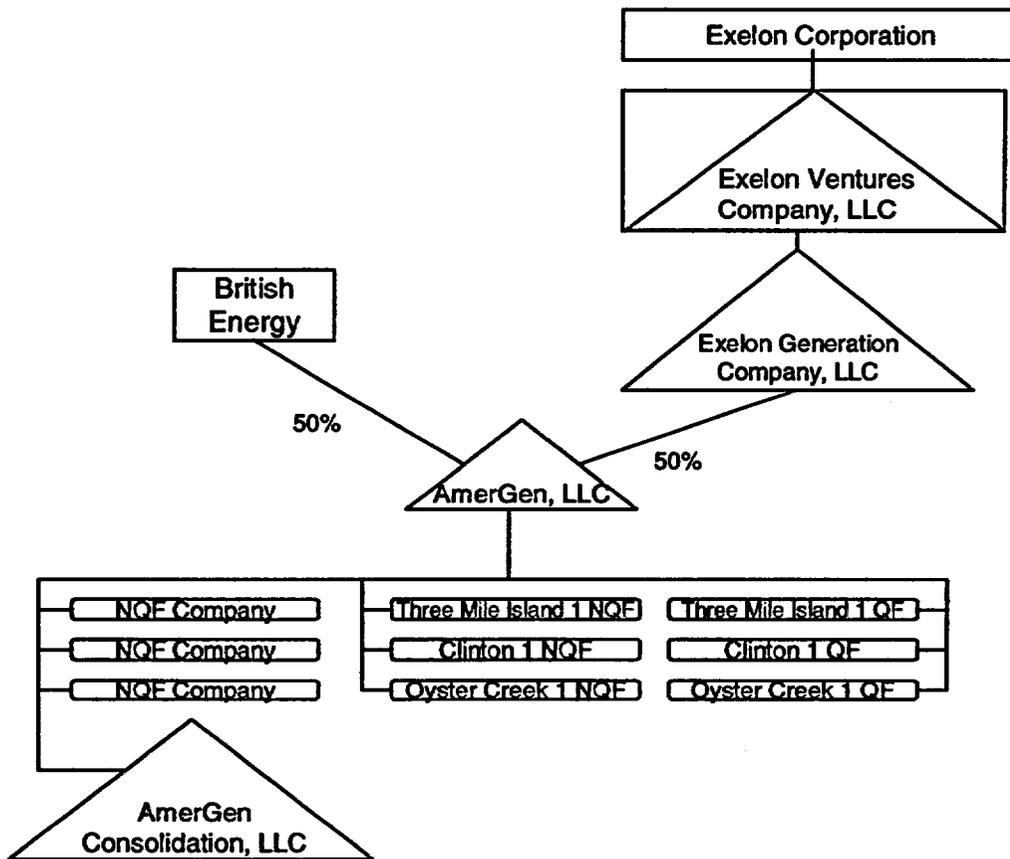
Schedule B

The following is a list of the Prior Agreements:

1. Nuclear Decommissioning Master Trust Agreement – Clinton Nuclear Power Plant, dated as of December 13, 1999..
2. Nuclear Decommissioning Master Trust Agreement – Oyster Creek Nuclear Generating Station, dated as of July 25, 2000.
3. Nuclear Decommissioning Master Trust Agreement – Three Mile Island Unit One, dated as of December 13, 1999.

ATTACHMENT B
Current Organization Structure

Current Structure



**Attachment C
Proposed Organization Structure**

Proposed Structure

