Nine Mile Point 3 Nuclear Power Plant Combined License Application

Part I: General Information

Revision 0
September 2008

1.0 GENERAL INFORMATION

This part of the Combined License (COL) Application for the {Nine Mile Point 3 Nuclear Power Plant (NMP3NPP)} addresses the requirements of 10 CFR 50.33, "Content of applications; general information," (CFR, 2007a) and provides details of the applicant's corporate identity and location, applicant's ownership organization, the type of licenses being applied for, the applicant's financial qualifications, decommissioning funding assurance, foreign ownership, control, or domination information, and agreement limiting access to classified information.

1.0.1 APPLICANTS

The co-applicants for the {NMP3NPP} are {Nine Mile Point 3 Nuclear Project, LLC,} and UniStar Nuclear Operating Services, LLC. The former will be the owner and the latter will be the operator. Applicants' names, addresses, and principal offices are as follows:

{Nine Mile Point 3 Nuclear Project, LLC.
750 East Pratt Street
Baltimore, MD 21202}

UniStar Nuclear Operating Services, LLC.
750 East Pratt Street
Baltimore, MD 21202

1.0.2 DESCRIPTION OF BUSINESS OR OCCUPATION

1.0.2.1 {Nine Mile Point 3 Nuclear Project, LLC

Nine Mile Point 3 Nuclear Project, LLC is a limited liability company and is an indirect subsidiary (through UniStar Nuclear Holdings, LLC and UniStar Project Holdings, LLC, which operate as holding companies) of UniStar Nuclear Energy, LLC (see Figure 1.0-1). UniStar Nuclear Energy is owned jointly by Constellation New Nuclear, LLC and by EDF Development, Inc. Constellation New Nuclear is a member (through Constellation Energy Nuclear Group, LLC) of Constellation Energy Group, Inc. EDF Development is an indirect subsidiary of (through EDF International, SA) of Électricité de France, SA.

Nine Mile Point 3 Nuclear Project has been formed to be a licensee and owner of NMP3NPP in the United States. The principal offices of Nine Mile Point 3 Nuclear Project are located in Baltimore, Maryland. Nine Mile Point 3 Nuclear Project is organized under the laws of the State of Delaware pursuant to the Limited Liability Company Agreement of Nine Mile Point 3 Nuclear Project, LLC dated September 8, 2008, by UniStar Project Holdings, LLC. Nine Mile Point 3 Nuclear Project will be one of the licensees and will own NMP3NPP}.

1.0.2.2 {UniStar Nuclear Operating Services

UniStar Nuclear Operating Services is a limited liability company and is an indirect subsidiary (through UniStar Nuclear Holdings, which operates as a holding company) of UniStar Nuclear Energy. UniStar Nuclear Energy is owned jointly by Constellation New Nuclear and by EDF Development, Inc. Constellation New Nuclear is a member (through Constellation Energy Nuclear Group) of Constellation Energy Group. EDF Development is an indirect subsidiary of (through EDF International) of Électricité de France.

UniStar Nuclear Operating Services has been formed to be a licensee and to operate U.S. EPR nuclear power plants in the United States. The principal offices of UniStar Nuclear Operating Services are located in Baltimore, Maryland. UniStar Nuclear Operating Services is organized

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under the laws of the State of Delaware pursuant to the Limited Liability Company Agreement of UniStar Nuclear Operating Services dated May 12, 2006, by Constellation Energy UniStar Holdings, LLC, the predecessor to UniStar Nuclear Holdings. UniStar Nuclear Operating Services will be one of the licensees and will operate NMP3NPP**}**.

1.0.3 ORGANIZATION AND MANAGEMENT

A simplified organizational chart depicting the relationship between the applicants and their parent compan{ies} is provided in Figure 1.0-1. The organization and management of each of the business entities depicted on the chart are discussed below.

1.0.3.1 {Constellation Energy Group, Inc.

Constellation Energy Group, through its subsidiaries, is a major generator of electric power and a leading supplier of competitive electricity, with a power generation portfolio of over 8,700 megawatts. The output of Constellation Energy Group's plants is sold by Constellation Energy Group's commodities business, Constellation Energy Commodities Group, Inc., to many of the nation's leading distribution utilities, energy companies, and cooperatives.

The business and affairs of Constellation Energy Group are managed under the direction of a Board of Directors, currently consisting of eleven directors. The Chairman of the Board is Mr. Mayo A. Shattuck III. Mr. Shattuck is a U.S. citizen. His address is 750 East Pratt Street, Baltimore, MD 21202.

The Chairman of the Board of Directors is appointed by, and may only be removed by the Constellation Energy Group Board Members. The Chairman chairs the meetings of the Board of Directors.

The other directors of Constellation Energy Group, all of whom are U.S citizens (except as noted), are as follows.

Yves C. de Balmann (Mr. de Balmann claims dual citizenship – U.S. and France)
Douglas L. Becker
Ann C. Berzin
James T. Brady
James R. Curtiss, Esq.
Freeman A. Hrabowski III
Nancy Lampton
Robert J. Lawless (Mr. Lawless claims Canadian citizenship)
Lynn M. Martin
John J. Skolds
Michael D. Sullivan

The Board of Directors is authorized to appoint Officers for the conduct of the business of Constellation Energy Group and determine their responsibilities and duties.

The President and Chief Executive Officer (CEO) is a U.S. citizen, who is selected by the Board of Directors and is the senior executive responsible for Constellation Energy Group day-to-day operations. The Constellation Energy Group President and CEO has senior nuclear management experience.

The names, titles, addresses, and citizenship of the principal executives and officers of Constellation Energy Group, all of whom are U.S. citizens, are as follows.

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Name	Title	Address
Mayo A. Shattuck III	President, CEO, and Chairman of the Board	750 East Pratt Street Baltimore, MD 21202
Michael J. Wallace	Vice Chairman of the Board and Executive Vice President	750 East Pratt Street Baltimore, MD 21202
Thomas V. Brooks	Executive Vice President	750 East Pratt Street Baltimore, MD 21202
John R. Collins	Chief Financial Officer and Executive Vice President	750 East Pratt Street Baltimore, MD 21202
Thomas F. Brady	Executive Vice President	750 East Pratt Street Baltimore, MD 21202
Irving B. Yoskowitz	Executive Vice President and General Counsel	750 East Pratt Street Baltimore, MD 21202
Paul J. Allen	Senior Vice President	750 East Pratt Street Baltimore, MD 21202
Kenneth W. DeFontes	Senior Vice President	2 Center Plaza 110 W. Fayette Street Baltimore, MD 21202
Brenda Boultwood	Senior Vice President and Chief Risk Officer	750 East Pratt Street Baltimore, MD 21202
George Persky	Senior Vice President	111 Market Place Baltimore, MD 21202
Beth S. Perlman	Senior Vice President and Chief Information Officer	750 East Pratt Street Baltimore, MD 21202
Andrew L. Good	Senior Vice President	111 Market Place Baltimore, MD 21202
Kathleen W. Hyle	Senior Vice President	750 East Pratt Street Baltimore, MD 21202
Henry B. Barron	Executive Vice President	111 Market Place Baltimore, MD 21202
Thomas E. Ruszin, Jr.	Vice President	750 East Pratt Street Baltimore, MD 21202
Edward J. Stolz	Vice President, Tax	750 East Pratt Street Baltimore, MD 21202
Sean J. Klein	Assistant Secretary	750 East Pratt Street Baltimore, MD 21202
Reese K. Feuerman	Vice President and Corporate Controller	750 East Pratt Street Baltimore, MD 21202
Charles A. Berardesco	Vice President and Secretary	750 East Pratt Street Baltimore, MD 21202
Jonathan W. Thayer	Vice President and Managing Director Corporate Strategy	750 East Pratt Street Baltimore, MD 21202
Mark G. Parr	Vice President Corporate Audit	750 East Pratt Street Baltimore, MD 21202
Kevin W. Hadlock	Vice President Investor Relations	750 East Pratt Street Baltimore, MD 21202
Robert L. Gould	Vice President Corporate Communications	111 Market Place Baltimore, MD 21202
Randall E. Hartman	Assistant Controller	750 East Pratt Street Baltimore, MD 21202
Mark J. Kunkel	Assistant Controller	750 East Pratt Street Baltimore, MD 21202
Christopher J. Budzynski	Assistant Treasurer	750 East Pratt Street Baltimore, MD 21202
Frederick A. Schacknies	Assistant Treasurer	750 East Pratt Street Baltimore, MD 21202

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1.0.3.2 Constellation Energy Nuclear Group, LLC

The Constellation Energy Nuclear Group companies own and operate Constellation Energy Group's fleet of nuclear generating plants. The principal offices of Constellation Energy Nuclear Group are located in Baltimore, Maryland. Constellation Generation Group, LLC, predecessor organization prior to a name change in 2007, was formed in 1999, and is a Maryland limited liability company. Further, it is a wholly owned subsidiary of Constellation Energy Group. Maryland is its principal place of business.

The business and affairs of Constellation Energy Nuclear Group are managed under the direction of a Board of Directors, currently consisting of two directors. The Chairman of the Board is Mr. Mayo A. Shattuck III. Mr. Shattuck is a U.S. citizen. His address is 750 East Pratt Street, Baltimore, MD 21202.

The Chairman of the Board of Directors is appointed by, and may only be removed by the Constellation Energy Group Board Members. The Chairman chairs the meetings of the Board of Directors.

The other director of Constellation Energy Nuclear Group, Mr. Michael J. Wallace, is a U.S. citizen.

The Board of Directors is authorized to appoint Officers for the conduct of the business of Constellation Energy Nuclear Group and determine their responsibilities and duties.

The President and Chief Executive Officer (CEO) is a U.S. citizen, who is selected by the Board of Directors and is the senior executive responsible for Constellation Energy Group day-to-day operations. The Constellation Energy Group President and CEO has senior nuclear management experience.

The names, titles, addresses, and citizenship of the principal executives and officers of Constellation Energy Nuclear Group, all of whom are U.S. citizens, are as follows.

Name	Title	Address
Michael J. Wallace	President and CEO	750 East Pratt Street Baltimore, MD 21202
John T. Long	Senior Vice President	750 East Pratt Street Baltimore, MD 21202
Joseph C. Turnage	Senior Vice President	111 Market Place Baltimore, MD 21202
George Vanderheyden	Senior Vice President	750 East Pratt Street Baltimore, MD 21202
Frank Andracchi	Vice President	111 Market Place Baltimore, MD 21202
Stephen B. Gross	Vice President	95 Enterprise Drive Suite 300 Aliso Viejo, CA 92656
Dale Linaweaver	Vice President	111 Market Place Baltimore, MD 21202
Paul English	Vice President	111 Market Place Baltimore, MD 21202
John Carlin	Vice President	1503 Lake Road Ontario, NY 14519
James A. Spina	Vice President	1650 Calvert Cliffs Parkway Lusby, MD 20657

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Name	Title	Address
James K. Walkington	Vice President and Chief Financial Officer	750 East Pratt Street Baltimore, MD 21202
Daniel L. Haught	Treasurer	750 East Pratt Street Baltimore, MD 21202
Steven L. Miller	Vice President, General Counsel and Secretary	750 East Pratt Street, Baltimore, MD 21202
Charles A. Berardesco	Assistant Secretary	750 East Pratt Street Baltimore, MD 21202
Daniel R. Skowronski	Assistant Secretary	750 East Pratt Street Baltimore, MD 21202

1.0.3.3 Constellation New Nuclear, LLC

The business and affairs of Constellation New Nuclear are managed under the direction of a Manager. The Manager of Constellation New Nuclear is Constellation Energy Nuclear Group. The Manager has full and complete authority, power, and discretion to manage the business and affairs of Constellation New Nuclear and to make any and all decisions that are necessary and appropriate. The Manager may only be removed by a majority vote of its owners. Constellation New Nuclear is registered in Delaware.

The ownership and management structure for Constellation Energy Nuclear Group is discussed in Section 1.

1.0.3.4 Électricité de France, SA

Électricité de France (EDF), through its subsidiaries, is a major electricity producer based in France. EDF is the largest nuclear plant owner and most experienced nuclear operator in the world. EDF is also the largest utility in France, where nuclear power provides approximately 80% of the electricity.

Although EDF initially had the legal status of an EPIC (a Public Industrial and Commercial Establishment), a 2004 law transformed EDF into a Société Anonyme, a French limited company governed by a Board of Directors. Under that law, the French State will hold at least 70% of the capital and voting rights of EDF.

The business and affairs of EDF are managed by its Board of Directors. EDF's Board of Directors is made up of 18 members appointed for 5 years:

- 6 members elected by General Shareholders' Meeting;
- 6 government representatives;
- 6 employee representatives.

The Chairman is appointed by the French Council of Ministers following the proposal of the Board of Directors. The Chairman of the Board is Pierre Gadonneix. Mr. Gadonneix is a citizen of the United States and France. His address is: 22-30, avenue de Wagram, Cedex 08, Paris, France.

The other directors of EDF are as follows.

Pierre-Marie Abadie (citizen of France)
Andre Aurengo (citizen of France)
Bruno Bezard (citizen of France)

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Gerard Errera (citizen of France)
Yannick d'Escatha (citizen of France)
Phillippe Josse (citizen of France)
Frank Dangeard (citizen of France)
Daniel Foundoulis (citizen of France)
Claude Moreau (citizen of France)
Henri Proglio (citizen of France)
Bruno Lafont (citizen of France)
Jacky Chorin (citizen of France)
Marie-Catherine Daguerre (citizen of France)
Alexandre Grillat (citizen of France)
Philippe Pesteil (citizen of France)
Jean-Paul Rignac (citizen of France)
Maxime Villota (citizen of France)

The Chairman of the Board of Directors, who holds the title of Chairman and Chief Executive Officer, is in charge of the management of the Company.

The names, titles, addresses, and citizenship of the principal executives and officers of EDF are as follows:

Name	Title	Address	Citizenship
Pierre Gadonneix	Chief Executive Officer	22-30, avenue de Wagram 75382 Paris Cedex 08 (France)	Dual citizenship - United States and France
Daniel Camus	Chief Financial Officer	22-30, avenue de Wagram 75382 Paris Cedex 08 (France)	France
Dominique Lagarde	Chief Human Resource and Communications Officer	22-30 Avenue de Wagram 75832 Paris Cedex 08 (France)	France
Jean-Louis Mathias	Chief Operating Officer	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Jean-Pierre Benque	Senior Executive Vice President	Tour EDF, 20 Place de La Défense 92050 Paris La Défense Cedex (France)	France
Bernard Dupraz	Senior Executive Vice President	Cap Ampère 1 Place Pleyel 93200 Saint Denis (France)	France
Marianne Laigneau	General Secretary and Chief Legal Officer	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Bruno Lescoeur	Senior Executive Vice President	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Umberto Quadrino	Edison, CEO	Foro Buonaparte, 31 20121 Milan (Italy)	Italy
Vincent de Rivaz	EDF Energy, President of Executive Board	40 Grosvenor Place, Victoria London SW1X 7EN (United Kingdom))	France
Hans-Peter Villis	EnBW, President of Executive Board	Durlacher Allee 93 76131 Karlsruhe (Germany)	Germany
Gèrard Wolf	Senior Executive Vice President	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Philippe Huet	Senior Executive Vice President	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Anne Le Lorier	Senior Executive Vice President	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France

1.0.3.5 EDF International, SA

EDF International is a wholly-owned subsidiary of EDF. EDF International is a holding company that produces, transmits, and distributes electricity through its subsidiaries.

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The business and affairs of EDF International are managed by its Board of Directors. EDF's Board of Directors is made up of 9 members. The President of the Board is Mr. Daniel Camus**.** Mr. Camus is a citizen of France. His address is: 22-30, avenue de Wagram, 75832 Paris Cedex 08 (France).

Other directors of EDF International are:

Daniel Camus (citizen of France)
Marc Guy Pascal Boudier (citizen of France)
Pierre Chazerain (citizen of France)
Bruno Lescoeur (citizen of France)
Paul Godin (citizen of France)
Anne Nathalie Le Lorier (citizen of France)
Philippe Jean-Marie Roblique (citizen of France)
Marianne Laigneau (citizen of France)
Gérard Wolf (citizen of France)

The President of the Board of Directors, who holds the title of Chief Executive Officer, is in charge of the management of the Company.

The names, titles, addresses, and citizenship of the principal executives and officers of EDF International are as follows:

Name	Title	Address	Citizenship
Daniel Camus	CEO -- President of the Board	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Marc Guy Pascal Boudier	Managing Director and Director	Tour EDF, 20 Place de La Défense 92050 Paris La Défense Cedex (France)	France
Philippe Jean-Marie Roblique	Director	9 Square Lavoisier 78330 Fontenay Le Fleury (France)	France
Paul Godin	Director	2 Allée des Chenes 78430 Louveciennes (France)	France
Pierre Chazerain	Managing Director	Tour EDF, 20 Place de La Défense 92050 Paris La Défense Cedex (France)	France
Bruno Lescoeur	Managing Director and Director	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Anne Nathalie Le Lorier	Director	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Marianne Laigneau	Director	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France
Gérard Wolf	Director	22-30 avenue de Wagram 75832 Paris Cedex 08 (France)	France

Other Officers and Executives:

Didier Lamethe (Secretary General, EDF International, SA)

1.0.3.6 EDF Development, Inc.

EDF's participation (through EDF International) in UniStar Nuclear Energy is through its subsidiary, EDF Development, a Delaware corporation. The business and affairs of EDF Development are managed by its Board of Directors. EDF's Board of Directors is made up of 4 members. The President of the Board is Mr. Paul Amoravain. Mr. Amoravain is a citizen of France. His address is: Tour EDF, 20 Place de La Défense, 92050 Paris La Défense Cedex (France).

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Other directors of EDF Development are:

Jean-Paul Palama (citizen of France)
Jacques Sacreste (citizen of France)
Christian Nadal (citizen of France)

The President of the Board of Directors is in charge of the management of the Company. The names, titles, addresses, and citizenship of the principal executives and officers of EDF Development are as follows:

Name	Title	Address	Citizenship
Paul Amoravain	President	Tour EDF, 20 Place de La Défense 92050 Paris La Défense Cedex (France)	France

1.0.3.7 UniStar Nuclear Energy, LLC

The business and affairs of UniStar Nuclear Energy are and will be managed under the direction of a Board of Directors, currently consisting of eight directors. The Chairman of the Board is Mr. Michael J. Wallace. Mr. Wallace is a U.S. citizen. His address is 750 East Pratt Street, Baltimore, MD 21202.

The Board of Directors is appointed by Constellation Energy Nuclear Group (four members) and EDF Development (four members). According to the agreement establishing UniStar Nuclear Energy, all directors appointed by Constellation Energy Nuclear Group must be U.S. citizens. The Chairman chairs the meetings of the Board of Directors. The Chairman, and anyone acting for the Chairman, must be a U.S. citizen, and may be removed only by Constellation Energy Nuclear Group.

The other directors of UniStar Nuclear Energy, all of whom are U.S citizens (except as noted), are as follows.

George Vanderheyden
Irving Yoskowitz
Kathleen Hyle
Bernard Dupraz (citizen of France)
Stephane Ramon (citizen of France)
Bernard Salha (citizen of France)
Gilles Zask (citizen of France)

The President and Chief Executive Officer (CEO), who must be a U.S. citizen, is selected by the Board of Directors from among the directors appointed by Constellation Energy Nuclear Group. The CEO is the senior executive responsible for UniStar Nuclear Energy day-to-day operations. The CEO may be removed only by Constellation Nuclear Energy Group.

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The names, titles, and addresses of the principal executives and officers of UniStar Nuclear Energy, all of whom are U.S. citizens except as noted, are as follows.

Name	Title	Address
George Vanderheyden	Senior Vice President	750 East Pratt Street Baltimore, MD 21202
Kathleen Hyle	Chief Financial Officer	750 East Pratt Street Baltimore, MD 21202
Steven Miller	Secretary	750 East Pratt Street Baltimore, MD 21202
Jean-Pierre West (citizen of United Kingdom and France)	Executive Vice-president	750 East Pratt Street Baltimore, MD 21202
Patrick Blandin (citizen of France)	Finance Vice President	750 East Pratt Street Baltimore, MD 21202
Christopher Colbert	Senior Vice President	750 East Pratt Street Baltimore, MD 21202
Eric de Fraguier (citizen of France)	Senior Vice President	750 East Pratt Street Baltimore, MD 21202

1.0.3.8 UniStar Nuclear Holdings, LLC

The business and affairs of UniStar Nuclear Holdings are and will be managed under the direction of a Board of Directors, currently consisting of one director. The sole director and Chairman of the Board is Mr. Michael Wallace. Mr. Wallace is a U.S. citizen. His address is 750 East Pratt Street, Baltimore, MD 21202.

The sole director of the Board of Directors is appointed by, and may only be removed by the UniStar Nuclear Energy Board Members. The sole director chairs the meetings of the Board of Directors. The Board of Directors is authorized to appoint Officers for the conduct of the business of UniStar Nuclear Holdings and determine their responsibilities and duties.

The President and Chief Executive Officer (CEO) is a U.S. citizen, who is selected by the Board of Directors and is the senior executive responsible for UniStar Nuclear Holdings day-to-day operations.

The names, titles, and addresses of the principal executives and officers of UniStar Nuclear Holdings, all of whom are U.S. citizens except as noted, are as follows.

Name	Title	Address
George Vanderheyden	President and CEO	750 East Pratt Street Baltimore, MD 21202
John Walkington	Vice President and Chief Financial Officer	750 East Pratt Street Baltimore, MD 21202
Steven Miller	Vice President and Secretary	750 East Pratt Street Baltimore, MD 21202

1.0.3.9 UniStar Project Holdings, LLC

The business and affairs of UniStar Project Holdings are and will be managed under the direction of a Board of Directors, currently consisting of one director. The sole director and Chairman of the Board is Mr. Michael Wallace. Mr. Wallace is a U.S. citizen. His address is 750 East Pratt Street, Baltimore, MD 21202.

The sole director of the Board of Directors is appointed by, and may only be removed by the UniStar Nuclear Holdings Board Members. The sole director chairs the meetings of the Board of

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Directors. The Board of Directors is authorized to appoint Officers for the conduct of the business of UniStar Project Holdings and determine their responsibilities and duties.

The President is a U.S. citizen, who is selected by the Board of Directors and is the senior executive responsible for UniStar Project Holdings day-to-day operations.

The names, titles, and addresses of the principal executives and officers of UniStar Project Holdings, all of whom are U.S. citizens, are as follows.

Name	Title	Address
George Vanderheyden	President	750 East Pratt Street Baltimore, MD 21202
John Walkington	Vice President and Chief Financial Officer	750 East Pratt Street Baltimore, MD 21202
Steven Miller	Vice President and Secretary	750 East Pratt Street Baltimore, MD 21202

1.0.3.10 Nine Mile Point 3 Nuclear Project, LLC

The business and affairs of Nine Mile Point 3 Nuclear Project are and will be managed under the direction of a Board of Directors, currently consisting of six directors. The Chairman of the Board is Mr. Michael Wallace. Mr. Wallace is a U.S. citizen. His address is 750 East Pratt Street, Baltimore, MD 21202.

The directors of the Board of Directors are appointed by, and may only be removed by, UniStar Project Holdings Board Members. The Chairman chairs the meetings of the Board of Directors. The Board of Directors is authorized to appoint Officers for the conduct of the business of Nine Mile Point 3 Nuclear Project and determine their responsibilities and duties.

The other directors of Nine Mile Point 3 Nuclear Project, all of whom are U.S citizens (except as noted), are as follows.

Patrick Blandin (citizen of France)
Christopher Colbert
Curtis Plumlee
Didier C. Marchand (citizen of France)
Carter A. Lawson

The President is a U.S. citizen, who is selected by the Board of Directors and is the senior executive responsible for Nine Mile Point 3 Nuclear Project day-to-day operations.

The names, titles, and addresses of the principal executives and officers of Nine Mile Point 3 Nuclear Project, all of whom are U.S. citizens except as noted, are as follows.

Name	Title	Address
George Vanderheyden	President	750 East Pratt Street Baltimore, MD 21202

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Name	Title	Address
Didier C. Marchand (citizen of France	Senior Vice President	750 East Pratt Street Baltimore, MD 21202
Carter A. Lawson	Secretary	750 East Pratt Street Baltimore, MD 21202
Curtis Plumlee	General Manager	750 East Pratt Street Baltimore, MD 21202

1.0.3.11 UniStar Nuclear Operating Services, LLC

The business and affairs of UniStar Nuclear Operating Services are and will be managed under the direction of a Board of Directors, currently consisting of one director. The sole director and Chairman of the Board is Mr. Michael Wallace. Mr. Wallace is a U.S. citizen. His address is 750 East Pratt Street, Baltimore, MD 21202.

The sole director of the Board of Directors is appointed by, and may only be removed by the UniStar Nuclear Holdings Board Members. The sole director chairs the meetings of the Board of Directors. The Board of Directors is authorized to appoint Officers for the conduct of the business of UniStar Nuclear Operating Services and determine their responsibilities and duties.

The President and Chief Executive Officer (CEO) is a U.S. citizen, who is selected by the Board of Directors and is the senior executive responsible for UniStar Nuclear Operating Services day-to-day operations. The UniStar Nuclear Operating Services President and CEO has senior nuclear management experience.

The names, titles, addresses, and citizenship of the principal executives and officers of UniStar Nuclear Operating Services, all of whom are U.S. citizens, are as follows.

Name	Title	Address
George Vanderheyden	President and CEO	750 East Pratt Street Baltimore, MD 21202
James Walkington	Vice President and Chief Financial Officer	750 East Pratt Street Baltimore, MD 21202
Steven Miller	Vice President and Secretary	750 East Pratt Street, Baltimore, MD 21202

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1.0.4 REQUESTED LICENSES AND AUTHORIZED USES

This application is for a Class 103 combined license under 10 CFR 52 (CFR, 2007b) to construct and operate a U.S. EPR nuclear power plant unit at the {NMP site}, located {in the town of Scriba, New, York}. This U.S EPR nuclear power plant unit will be used to produce electricity for sale. The period of time for which the license for the unit is requested shall begin upon the NRC's granting of the combined license for {NMP3NPP} and shall expire 40 years from the date upon which the NRC makes a finding that acceptance criteria are met under 10 CFR 50.103(g) (CFR, 2007c) or allowing operation during an interim period under 10 CFR 52.103(c) (CFR, 2007c).

In addition, this application is for the necessary licenses issued under 10 CFR 30 (CFR, 2007d), 10 CFR 40 (CFR 2007e), and 10 CFR 70 (CFR, 2007f) to receive, possess, and use byproduct, source and special nuclear material. Byproduct, source, and special nuclear material shall be in the form of sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and fission detectors in

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amounts as required. Byproduct, source, and special nuclear material in amounts as required, without restriction to chemical or physical form, shall be for sample analysis or instrument and equipment calibration or associated with radioactive apparatus or components. Special nuclear material shall be in the form of reactor fuel, in accordance with limitations for storage and amounts required for reactor operation, as described in Part 2 of this Combined License Application.

The current scheduled date for the completion of construction of {NMP3NPP is December 31, 2016}.

The names and addresses of regulatory agencies that have jurisdiction over the rates and services incident to the proposed activity are as follows:

{Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, NY 12223}

Local news publications that circulate in the area around the proposed facility and that are considered appropriate to give reasonable notice of the application to those parties that might have a potential interest in the proposed facility are as follows:

{The Palladium Times
140 West First St.
Oswego, NY 13126

Post Standard Oswego County Bureau
10 Canalview Mall
Fulton, NY 13069

The Valley News/Fulton Patriot
67 South Second St.
Fulton, NY 13069

Oswego County Weeklies
North Jefferson St.
Mexico, NY 13114}

1.1 FINANCIAL QUALIFICATIONS

{As shown on Figure 1.0-1, both applicant organizations share comon parent organizations that lead to a joint ownership structure by Constellation Energy Group, Inc. and EDF, SA.

Historical financial information regarding Constellation Energy Group and its subsidiaries is set forth in the 2007 Annual Report for Constellation Energy Group. This report is provided to the Securities and Exchange Commission (SEC) and is available at http://www.constellation.com/portal/site/constellation/menuitem.58e5de330bdbb2875fb60610025166a0/. Similarly, EDF's participation in the applicant organizations demonstrates a

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strong financial ability to support the project. Historical financial information regarding EDF and its subsidiaries is set forth in the 2007 annual Report for EDF. This report is available at http://www.edf.com/html/RA2007/uk/pdf/ra2007Corp_full_va.pdf.} That information supports the conclusion that {Constellation Energy Group, EDF, and their subsidiaries} possess, or have reasonable assurance of obtaining, the funds necessary to cover the construction and operating costs of {NMP3NPP} for the period of the License in accordance with 10 CFR 50.33(f)(2) (CFR, 2007a), and NUREG-1577, the Standard Review Plan on Power Reactor Licensee Financial Qualifications and Decommissioning Funding Assurance (NRC, 1999). This conclusion is further evidenced by {Constellation Energy Group being the ultimate parent for five operating reactors[1], and by EDF being the ultimate parent for fifty-nine operating reactors.}

To provide financial assurance of the ability of {Nine Mile Point 3 Nuclear Project} and UniStar Nuclear Operating Services to protect public health and safety, both companies are authorized to execute and deliver an inter-company credit agreement with {Constellation Energy Group and EDF} authorizing each of the companies to borrow, from time-to-time as needed, funds for the {Nine Mile Point 3 Nuclear Project}. In addition, to provide for the daily cash needs of the {Nine Mile Point 3 Nuclear Project} and UniStar Nuclear Operating Services for the {Nine Mile Point 3 Nuclear Project}, both companies are} authorized to execute and deliver demand notes which will allow {each of the two companies to participate in a cash pool operated by Constellation Energy Group.}

Projected income statements, including statements of operating cash flow and project costs, are provided in Tables 1.0-1 through {1.0-9}. Tables 1.0-1 and 1.0-2 provide projected income statements and operating cash flows for {NMP3NPP}. Table 1.0-3 provides the total project cost estimated for {NMP3NPP}. Projected income statement sensitivity evaluations are provided, for {NMP3NPP}, in Tables 1.0-4 through {1.0-9}.

The projected income statements and operating cash flows for {NMP3NPP} presented in Tables 1.0-1 and 1.0-2 demonstrate the project's financial viability. The project's financial robustness is further evidenced by the results of sensitivity analyses presented Tables 1.0-4 through {1.0-9}. The sensitivity analyses, which reflect the financial impact of various potential adverse changes to base case assumptions, including higher borrowing costs, lower market prices, lower output capacity, elimination of Production Tax Credits, and higher construction capital costs, indicate that despite being stressed under various scenarios, the project's proforma income statement continues to remain financially attractive, thus supporting a strong business case for the project.

As reflected in Table 1.0-3, the total project cost estimated for {NMP3NPP is [ ]. The project is expected to be financed with approximately 80% debt and 20% equity, assuming the debt is completely covered by either U.S. federal loan guarantees or a combination of loan guarantees from the U.S. government and foreign export credit agencies. The planned debt/equity ratio for the financing of NMP3NPP is consistent with the provisions for federal loan guarantees included in the Energy Policy Act of 2005 (PLN, 2005).

It is expected that, with respect to the portion of the debt guaranteed by the Department of Energy under the loan guarantee program, the source of financing will be the Federal Financing Bank, and with respect to the portion of the debt insured by export credit agencies,

1. Constellation is the parent of the operator licensee at Nine Mile Point, Unit 2, and owns 82% of that facility. The Long Island Power Authority owns the remaining 18%.

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the source of financing will be commercial banks. As more detailed information is developed regarding cost and financing of the facility, it will be submitted to the NRC, as appropriate.}

1.2 DECOMMISSIONING FUNDING ASSURANCE

In accordance with the Commission's regulations in 10 CFR 50.33 (CFR, 2007a) and the guidance provided in NUREG-1577, "Standard Review Plan on Power Reactor Licensee Financial Qualifications and Decommissioning Funding Assurance," (NRC, 1999) decommissioning financial assurance information is provided in this section. The purpose of this section is to provide reasonable assurance that {Nine Mile Point 3 Nuclear Project, the owner-licensee for **{**NMP3NPP**}**) has a viable plan to ensure that funds will be available to decommission {NMP3NPP**}**, when required. As such, this subsection and the associated Appendices constitute the decommissioning report required by 10 CFR 50.75, "Reporting and recordkeeping for decommissioning planning," paragraph (b) (CFR, 2007j).

This subsection provides (1) an estimate of total decommissioning costs and the funding methods to cover those costs, as provided in 10 CFR 50.75 (CFR, 2007j) and (2) the required financial assurance certification for decommissioning in an amount no less than that calculated in accordance with 10 CFR 50.75 (CFR, 2007j).

1.2.1 DECOMMISSIONING COST ESTIMATE

COL applicants are required to include, as part of their application, a report containing a certification that financial assurance for decommissioning will be provided in an amount that may be more, but not less, than the amount stated in the table in 10 CFR 50.75(c)(1) (CFR, 2007j).

{For NMP3NPP, the minimum certification amount has been computed, using the formula provided in 10 CFR 50.75(c)(1) and (2) (CFR, 2007j) and appropriate escalation factors for energy, labor, and waste burial costs. The escalation factors for labor and energy were taken from regional data of the US Department of Labor, Bureau of Labor Statistics and the escalation factor for waste burial was taken from NUREG-1307, "Report of Waste Burial Charges" (NRC, 2007).} The certification amount does not include the costs of dismantling or demolishing non-radiological systems and structures. The funding assurance covers only the removal of radiologically contaminated systems and structures, and reduction of residual radioactivity to a level that permits (1) release of the property for unrestricted use and termination of the license, or (2) release of the property under restricted conditions and termination of the license. In addition, the costs of managing and storing spent fuel on site until transfer to the U.S. Department of Energy for permanent disposal are not included. The minimum certification amounts were calculated with the NRC decommissioning funding option assuming the disposition of low level radioactive waste (LLRW) by waste vendors. **{**The minimum certification amounts calculated in 2007 dollars is $389 million assuming the disposition of LLRW by waste vendors for the decommissioning of NMP3NPP.**}**

Therefore, {Nine Mile Point 3 Nuclear Project}, the owner-licensee, certifies that financial assurance for decommissioning **{**NMP3NPP**}** will be provided in the amount of at least {$389 million (in 2007 dollars)} consistent with the minimum funding amount requirements established by 10 CFR 50.75(c) (CFR, 2007j)}. This financial assurance will be provided, {using a combination of parent company guarantee(s) and/or a letter(s) of credit coupled with contributions to an external sinking fund over the life of the plant**}**, as described below.

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1.2.2 DECOMMISSIONING FUNDING MECHANISM

{Nine Mile Point 3 Nuclear Project}, the owner-licensee, intends to utilize {a parent company guarantee and/or letter of credit, in combination with ongoing contributions to an external sinking fund}, as provided in 10 CFR 50.75(e)(1)(vi), to provide reasonable assurance of decommissioning funding as required by 10 CFR 50.75 (CFR, 2007j). **{**The funding amount for the combination of letter(s) of credit and/or parent company guarantee(s) and external sinking fund will be based on the amount necessary, assuming a two percent real rate of return over the remaining license term, to satisfy the estimated amount of funds to be necessary for decommissioning.**}**

{To satisfy decommissioning funding requirements, Constellation Energy Group and EDF shall implement parent company guarantees and/or letters of credit, which when coupled with the external sinking fund, will provide funds for the total amount of funds estimated for decommissioning NMP3NPP in the event of default by {Nine Mile Point 3 Nuclear Project}. With respect to the external sinking fund, {Nine Mile Point 3 Nuclear Project} will also establish a trust in accordance with NRC regulations to receive the funds contributed over the life of the plant. For modeling purposes, the proforma financial statements assume the initial sinking fund contributions are funded at a rate of [ ] per year or approximately [ ] the rate of a 40 year annuity needed to fund the NRC minimum. Finalization of the specific financial instruments to be utilized will be completed, and signed originals of those instruments will be provided to the NRC, prior to initial loading of fuel at NMP3NPP in accordance with the schedule in 10 CFR 50.75(e)(3) (CFR, 2007j)}.

Accordingly, {Nine Mile Point 3 Nuclear Project} certifies that financial assurance for decommissioning will be provided no later than 30 days after the NRC publishes a notice of intended operation for {NMP3NPP} in the Federal Register under 10 CFR 52.103(a) (CFR, 2007c) in the amount which may be more, but not less, than the amount stated in the table in 10 CFR 50.75(c)(1) (CFR, 2007j), adjusted using a rate equal to that stated in 10 CFR 50.75(c)(2) (CFR, 2007j). {Nine Mile Point 3 Nuclear Project} intends to provide continuous decommissioning funding assurance from the time period beginning 30 days after the NRC publishes the notice of intended operation for **{**NMP3NPP**}** to the completion of decommissioning and termination of the license.

{The parent company guarantee and/or letter of credit method} adopted by {Nine Mile Point 3 Nuclear Project} will be implemented consistent with the requirements of 10 CFR 50.75(e)(1)(iii)(A) and (B) (CFR, 2007j). The external sinking fund will be established consistent with the requirements of 10 CFR 50.75(e)(1)(ii) (CFR, 2007j). The {parent company guarantee(s) and/or letter(s) of credit} will provide the principal assurance that decommissioning costs will be paid in the event {Nine Mile Point 3 Nuclear Project} is unable to meet its decommissioning funding obligation. As the amount of decommissioning funds in the external sinking fund grows over the life of the plant, the amount of the {parent company guarantee(s) and/or letter(s) of credit} will be adjusted to maintain the total amount of decommissioning funding at levels estimated to be necessary to provide continuing assurance that decommissioning funds will be available for decommissioning {NMP3NPP} when needed. As funds accumulate in the external sinking fund, the fund balance will offset the required amount of the {parent guarantee(s) and/or letter(s) of credit}. The {parent company guarantee and/or letter of credit}, and external sinking fund will also be structured and adopted consistent with other applicable NRC regulatory requirements and in accordance with NRC regulatory guidance contained in Regulatory Guide 1.159 Revision 1 (NRC, 2003). Accordingly, {Nine Mile Point 3 Nuclear Project} intends that the {parent company guarantee} documentation will contain, but not be limited to, the following attributes:

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- The {parent company guarantee} and financial test shall be as contained in Appendix A, Criteria Related to the Use of Financial Tests and Parent Company Guarantees for Providing Reasonable Assurance of Funds for Decommissioning, of 10 CFR 30 (CFR, 2007d).

- The {parent company guarantee} will remain in force unless the guarantor sends notice of cancellation by certified mail to {Nine Mile Point 3 Nuclear Project} and to the NRC. Cancellation will not occur, however, during the 120 days beginning on the date of receipt of the notice of cancellation by {Nine Mile Point 3 Nuclear Project}, and the NRC, as evidenced by return receipts.

- Within 90 days after receipt by {Nine Mile Point 3 Nuclear Project} and the NRC of a notice of cancellation of the {parent company guarantee and/or letter of credit} from the guarantor, if {Nine Mile Point 3 Nuclear Project} fails to provide alternate financial assurance as specified in regulations, the guarantor will provide such alternative financial assurance in the name of {Nine Mile Point 3 Nuclear Project}.

- The {parent company guarantee} will be payable to a trust established for decommissioning costs. The trustee and trust will be ones acceptable to the NRC. For instance, the trustee may be an appropriate State or Federal government agency or an entity which has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or State agency.

- The {parent company guarantee} and financial test provisions will remain in effect until the NRC has terminated the license.

{Nine Mile Point 3 Nuclear Project} intends that the {letter(s) of credit} documentation will contain, but not be limited to, the following attributes:

- The letter of credit will be open-ended, or, if written for a specified term, it will be renewed automatically, unless 90 days or more prior to the renewal day the issuer notifies the NRC, the beneficiary, and the licensee of its intention not to renew.

- The letter of credit will also provide that the full face amount be paid to the {Nine Mile Point 3 Nuclear Project} automatically prior to the expiration without proof of forfeiture if the licensee fails to provide a replacement acceptable to the NRC within 30 days after receipt of notification of cancellation.

- The letter of credit will be payable to a trust established for decommissioning costs. The trustee and trust will be acceptable to the NRC. An acceptable trustee includes an appropriate State or Federal government agency or an entity that has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or State agency.}

In addition, {Nine Mile Point 3 Nuclear Project} intends that the external sinking fund documentation will contain, but not be limited to, the following attributes:

- The account will be segregated from licensee assets and outside the administrative control of the licensee and its subsidiaries or affiliates.

- The external sinking fund will be in the form of a trust.

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- The trust will contain provisions to assure satisfaction of NRC requirements, including each of those set forth in 10 CFR 50.75(h)(1)(ii) with respect to licensees which are non-electric utilities, including:

  - No fund investment in securities or other obligations of the licensee or any other owner or operator of any nuclear power reactor or their affiliates, subsidiaries successors or assigns, or in a mutual fund in which at least 50 percent of the fund is invested in the securities of a licensee or parent company.

  - The trustee be obligated at all times to adhere to a standard of care set forth in the trust, which either shall be the standard of care, whether in investing or otherwise, required by State or Federal law or one or more State or Federal regulatory agencies.

  - {Nine Mile Point 3 Nuclear Project}, its affiliates, and its subsidiaries will be prohibited from being engaged as investment manager for the funds or from giving day-to-day management direction of the funds' investments or direction on individual investments by the funds.

  - The trust, escrow account, Government fund, or other account used to segregate and manage the funds may not be amended in any material respect without written notification to the NRC.

Except for withdrawals being made under § 50.82(a)(8) for decommissioning, or for payments of ordinary administrative costs, no funds shall be withdrawn from the trust without 30 day advance written notice to the NRC.

Unexecuted example copies of a {parent company guarantee, letter of credit and trust agreement, and related} documentation are provided in Appendices {A-1 through A-10}. Prior to initial fuel loading at **{**NMP3NPP**}**, the applicable unexecuted copies of the parent guarantee documentation will be replaced with the finalized, signed, and executed {documents. {As demonstrated in Appendix A-6, Constellation Energy Group and EDF meet the financial test criteria identified in paragraph A.2 of Appendix A of 10 CFR 30 (CFR, 2007d).} Prior to initial fuel loading at {NMP3NPP}, the applicable executed copy of the trust agreement for the external sinking fund will also be submitted to the NRC.

1.2.3 DECOMMISSIONING COSTS AND FUNDING – STATUS REPORTING

In accordance with 10 CFR 50.75(e) (CFR, 2007j), {Nine Mile Point 3 Nuclear Project} will, two years before and one year before the scheduled date for initial loading of fuel, submit a report containing a certification updating the information described in 10 CFR 50.75(b)(1) (CFR, 2007j), including a copy of the financial instruments to be used.

Additionally, in accordance with 10 CFR 50.75(f)(1) (CFR, 2007j), {Nine Mile Point 3 Nuclear Project} will periodically report on the status of decommissioning funding for **{**NMP3NPP**}**. This report will include, as a minimum, updates to the amount of decommissioning funds estimated to be required pursuant to 10 CFR 50.75(b) and (c) (CFR, 2007j); the amount accumulated to the end of the calendar year preceding the date of the report; a schedule of the annual amounts remaining to be collected; the assumptions used regarding rates of escalation in decommissioning costs, rates of earnings on decommissioning funds, and rates of other factors used in funding projections; any contracts upon which {Nine Mile Point 3 Nuclear Project} is relying pursuant to 10 CFR 50.75 (e)(1)(v) (CFR, 2007j); any modifications occurring to the current method of providing financial assurance since the last submitted report; and any

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material changes to the standby trust agreement. These updates will take into account changes resulting from inflation or site-specific factors, such as changes in facility conditions or expected decommissioning procedures.

{In addition, after the initial financial test for the parent company guarantee, the parent company must repeat the passage of the financial test within 90 days after the close of each succeeding fiscal year. If the parent company no longer meets the requirements of the financial test, {Nine Mile Point 3 Nuclear Project} shall send notice to the NRC of intent to establish alternate financial assurance as specified in NRC regulations. The notice shall be sent by certified mail within 90 days after the end of the fiscal year for which the year end financial data show that the parent company no longer meets the financial test requirements. The licensee must provide alternate financial assurance within 120 days after the end of such fiscal year.}

1.2.4 RECORDKEEPING PLANS RELATED TO DECOMMISSIONING FUNDING

In accordance with 10 CFR 50.75(g) (CFR, 2007j), {Nine Mile Point 3 Nuclear Project} will retain records, until the termination of the license, of information important to the safe and effective decommissioning of {NMP3NPP}. These records will include the following.

1. Records of spills or other unusual occurrences involving the spread of contamination in and around the facility, equipment, or site. These records may be limited to instances when significant contamination remains after any cleanup procedures or when there is reasonable likelihood that contaminants may have spread to inaccessible areas as in the case of possible seepage into porous materials such as concrete. These records will include any known information on identification of involved nuclides, quantities, forms, and concentrations.

2. As-built drawings and modifications of structures and equipment in restricted areas where radioactive materials are used and/or stored and of locations of possible inaccessible contamination such as buried pipes which may be subject to contamination. If required drawings are referenced, each relevant document need not be indexed individually. If drawings are not available, appropriate records of available information shall be substituted concerning these areas and locations.

3. Records of the cost estimate performed for the decommissioning funding plan or of the amount certified for decommissioning, and records of the funding method used for assuring funds if either a funding plan or certification is used.

4. Records of:

   a. The licensed site area, as originally licensed, which will include a site map and any acquisition or use of property outside the originally licensed site area for the purpose of receiving, possessing, or using licensed materials;

   b. The licensed activities carried out on the acquired or used property; and

   c. The release and final disposition of any property recorded in item a above, the historical site assessment performed for the release, radiation surveys performed to support release of the property, submittals to the NRC made in accordance with 10 CFR 50.83 (CFR, 2007k), and the methods employed to ensure that the property met the radiological criteria of subpart E of 10 CFR Part 20 (CFR, 2007l) at the time the property was released.

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In addition, the financial assurance instruments, signed by the individuals authorized to act for the appropriate parties, shall be maintained in records and available for inspection until termination of the license.

1.3 FOREIGN OWNERSHIP, CONTROL, OR DOMINATION

{Nine Mile Point 3 Nuclear Project and UniStar Nuclear Operating Services are both domestic entities. As shown in Figure 1.0-1, both applicant organizations share common parent organizations that lead to a joint ownership structure by Constellation Energy Group, Inc. and EDF, SA. Notwithstanding the participation of EDF, the NRC can find that Nine Mile Point 3 Nuclear Project and UniStar Nuclear Operating Services will not be owned, dominated, or controlled by foreign interests within the meaning of the Atomic Energy Act, and that issuance of a COL would not be inimical to the common defense and security.

As discussed above, Nine Mile Point 3 Nuclear Project is an indirect subsidiary (through UniStar Nuclear Holdings and UniStar Project Holdings, which operate as holding companies) of UniStar Nuclear Energy. UniStar Nuclear Operating Services is an indirect subsidiary (through UniStar Nuclear Holdings, which operates as a holding company) of UniStar Nuclear Energy. UniStar Nuclear Energy is owned jointly by Constellation New Nuclear (50%) and EDF Development (50%).

The business and affairs of UniStar Nuclear Energy are and will be managed under the direction of a Board of Directors, consisting of eight directors. The Board of Directors is appointed by Constellation Energy Nuclear Group (four members) and EDF Development (four members). According to the agreement establishing UniStar Nuclear Energy, all directors appointed by Constellation Energy Nuclear Group must be U.S. citizens. Directors may only be removed by the entity that appointed that director. The Chairman chairs the meetings of the Board of Directors. The Chairman, and anyone acting for the Chairman, must be a U.S. citizen. The Chairman must be designated from among the directors appointed by Constellation Energy Nuclear Group and may only be removed by Constellation Energy Nuclear Group.

Each of the Chairman of the Board of Directors of Constellation Energy Group, Constellation Energy Nuclear Group, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Nine Mile Point 3 Nuclear Project, and UniStar Nuclear Operating Services (who are U.S. citizens and are expected to remain so after issuance of the combined license) have the deciding vote on matters, brought before their respective boards, affecting nuclear-related classified information and the care of special nuclear material in the custody of their respective companies or subsidiaries.

The President and Chief Executive Officer (CEO) of UniStar Nuclear Energy, who must be a U.S. citizen, is selected by the Board of Directors from among the directors appointed by Constellation Energy Nuclear Group. The CEO is the senior executive responsible for UniStar Nuclear Energy day-to-day operations. The CEO may only be removed by the Constellation Nuclear Energy Group. Controls are being established to ensure each of the Presidents of Constellation Energy Group, Constellation Energy Nuclear Group, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Nine Mile Point 3 Nuclear Project, and UniStar Nuclear Operating Services (who are U.S. citizens and are expected to remain so after issuance of the combined license) have the deciding vote on officer-matters affecting nuclear-related classified information and the care of special nuclear material in the custody of their respective companies.

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In addition, controls are being established to ensure any director or officer of Constellation Energy Group, Constellation Energy Nuclear Group, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Nine Mile Point 3 Nuclear Project, or UniStar Nuclear Operating Services, who is not a U.S. citizen, is precluded from vote or control of matters associated with nuclear-related classified information (including access to such information) or special nuclear material in the custody of their respective companies or subsidiaries. If a non-U.S. citizen is appointed as a director or as an officer of Constellation Energy Group, Constellation Energy Nuclear Group, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Nine Mile Point 3 Nuclear Project, or UniStar Nuclear Operating Services, then the NRC will be informed of that fact within a reasonable time.

The Limited Liability Company Agreement of UniStar Nuclear Energy also establishes an Advisory Board, which serves in a non-voting capacity to provide transparency to the NRC and other U.S. governmental authorities concerning foreign ownership and control of operations. The Advisory Board, which is elected by the Board of Directors, will prepare an annual report advising on whether additional measures should be taken to ensure that UniStar Nuclear Energy and its subsidiaries is in compliance with U.S. laws and regulations regarding foreign domination or control and that a decision of a foreign government could not adversely affect or interfere with the reliable and safe operation any nuclear asset of UniStar Nuclear Energy, its subsidiaries, or affiliates.

The members of the Advisory Board for UniStar Nuclear Energy, all of whom are U.S citizens, are as follows.

John Gordon (Chairman)
James K. Asseltine
Richard A. Meserve
John J. Hamre
Robert I. Hanfling

As described above, the joint owners of UniStar Nuclear Energy are Constellation New Nuclear and EDF Development. Constellation New Nuclear is a wholly owned subsidiary of Constellation Energy Nuclear Group, which is a subsidiary of Constellation Energy Group. Constellation Energy Group is a publicly traded company (CEG), and its securities are traded on the New York Stock Exchange and are widely held. Section 13 of the Securities Exchange Act of 1934, as amended, 15 USC 78m(d), requires that a person or entity that owns or controls more than 5% of the stock of a company must file notice with the Security Exchange Commission (SEC). Based upon the review of the relevant filings with the SEC, the applicants have identified that Barclays Global Investors, NA, a U.S. company that is owned by Barclays PLC, a United Kingdom company (Barclays), controls approximately 6.67% of the voting stock of Constellation Energy Group; AXA Financial (AXA), which has a parent entity in France, owns 5.1% of the voting stock of Constellation Energy Group, and Electricite de France International, S.A. (EDF International), a company organized in France, owns 9.5% of the voting stock of Constellation Energy Group.

Neither Barclays, AXA, nor EDF International currently exercise control over Constellation Energy Group, and it is not expected that they will exercise control over Constellation Energy Group, Constellation Energy Nuclear Group, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Nine Mile Point 3 Nuclear Project, or UniStar Nuclear Operating Services following the issuance of the combined license. The Applicants are

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not aware of any other alien, foreign corporation, or foreign government that holds more than 5% of the securities of Constellation Energy Group.

EDF Development is a wholly owned subsidiary of EDF International, which in turn is wholly owned by EDF. EDF is a Société Anonyme, a French limited company governed by a Board of Directors. Under French law, the French State holds at least 70% of the capital and voting rights of EDF. Nevertheless, based on ownership structure and voting agreements, neither EDF, EDF International, nor EDF Development will exercise control over Constellation Energy Group, Constellation Energy Nuclear Group, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Nine Mile Point 3 Nuclear Project, or UniStar Nuclear Operating Services following the issuance of the combined license.

Further, in light of the current ownership interests of Barclays, AXA, and EDF International in Constellation Energy Group, it is concluded that Barclays, AXA, and EDF International do not currently exercise control, and are not expected to exercise control in the future over Constellation Energy Group, Constellation Energy Nuclear Group, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Nine Mile Point 3 Nuclear Project, or UniStar Nuclear Operating Services following the issuance of the combined license.

Based on the above, Nine Mile Point 3 Nuclear Project and UniStar Nuclear Operating Services will not be owned, dominated, or controlled by foreign interests within the meaning of the Atomic Energy Act, and issuance of a COL would not be inimical to the common defense and security.}

1.4 RESTRICTED DATA AND CLASSIFIED NATIONAL SECURITY INFORMATION

The combined license application for **{**NMP3NPP**}** does not contain any Restricted Data or other Classified National Security Information, nor does it result in any change in access to any Restricted Data or Classified National Security Information. In addition, it is not expected that activities conducted in accordance with the proposed combined license will involve such information. However, in the event that such information does become involved, and in accordance with 10 CFR 50.37, "Agreement limiting access to Classified Information," (CFR, 2007g), **{**Constellation Energy Group, Constellation Energy Nuclear Group, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, {UniStar Project Holdings, Nine Mile Point 3 Nuclear Project,} and UniStar Nuclear Operating Services agree that they will not permit any individual to have access to, or any facility to possess, Restricted Data or classified National Security Information until the individual and/or facility has been approved for such access under the provisions of 10 CFR Part 25, "Access Authorization for Licensee Personnel," (CFR, 2007h) and/or 10 CFR 95, "Facility Security Clearance and Safeguarding of National Security Information and Restricted Data," (CFR, 2007i).

1.5 REFERENCES

{CFR, 2007a. Title 10 Code of Federal Regulations, Part 50.33, Content of applications; general information, 2007.

CFR, 2007b. Title 10 Code of Federal Regulations, Part 52, Early Site Permits; Standard Design Certifications; and Combined Licenses for Nuclear Power Plants, 2007.

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CFR, 2007c. Title 10 Code of Federal Regulations, Part 52.103, Operation under a combined license, 2007.

CFR, 2007d. Title 10 Code of Federal Regulations, Part 30, Rules of General Applicability to Domestic Licensing of Byproduct Material, 2007.

CFR, 2007e. Title 10 Code of Federal Regulations, Part 40, Domestic Licensing of Source Material, 2007.

CFR, 2007f. Title 10 Code of Federal Regulations, Part 70, Domestic Licensing of Special Nuclear Material, 2007.

CFR, 2007g. Title 10 Code of Federal Regulations, Part 50.37, Agreement Limiting Access to Classified Information, 2007.

CFR, 2007h. Title 10 Code of Federal Regulations, Part 25, Access Authorization for Licensee Personnel, 2007.

CFR, 2007i. Title 10 Code of Federal Regulations, Part 95, Facility Security Clearance and Safeguarding of National Security Information and Restricted Data, 2007.

CFR, 2007j. Title 10 Code of Federal Regulations, Part 50.75, Reporting and recordkeeping for decommissioning planning, 2007.

CFR, 2007k. Title 10 Code of Federal Regulations, Part 50.83, Release of part of a power reactor facility or site for unrestricted use, 2007.

CFR, 2007l. Title 10 Code of Federal Regulations, Part 20, Standards for Protection Against Radiation, 2007.

NRC, 1999. Standard Review Plan on Power Reactor Licensee Financial Qualifications and Decommissioning Funding Assurance, NUREG-1577, Revision 1, U.S. Nuclear Regulatory Commission, February 1999.

NRC, 2003. Assuring the Availability of Funds for Decommissioning Nuclear Reactors, Regulatory Guide 1.159, Revision 1, U.S. Nuclear Regulatory Commission, October 2003.

NRC, 2007. Report of Waste Burial Charges, NUREG-1307, Revision 12, U.S. Nuclear Regulatory Commission, February 2007. }

PLN, 2005. Public Law No. 109-58. Energy Policy Act of 2005, August 2005.

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Table 1.0-1—{Nine Mile Point 3 Projected Income Statement [a]

($Millions)	2017	2018	2019	2020	2021
Revenue					
Market	[ ]	[ ]	[ ]	[ ]	[ ]
Total Revenues	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Expenses					
Nuclear Fuel [b]	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Non-Outage	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Refueling Outage	[ ]	[ ]	[ ]	[ ]	[ ]
Property Taxes [c]	[ ]	[ ]	[ ]	[ ]	[ ]
Decommissioning Expenses [d]	[ ]	[ ]	[ ]	[ ]	[ ]
Depreciation	[ ]	[ ]	[ ]	[ ]	[ ]
Total Operating Expense	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Income	[ ]	[ ]	[ ]	[ ]	[ ]
Other income/(expense)					
Interest Expense [e]	[ ]	[ ]	[ ]	[ ]	[ ]
Interest Income [f]	[ ]	[ ]	[ ]	[ ]	[ ]
Total other income/(expense)	[ ]	[ ]	[ ]	[ ]	[ ]
Pretax Income	[ ]	[ ]	[ ]	[ ]	[ ]
Income Taxes [g]	[ ]	[ ]	[ ]	[ ]	[ ]
Net Income After-Tax	[ ]	[ ]	[ ]	[ ]	[ ]

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Property tax is assessed on a one year lag; therefore, the 2017 property tax was financed and capitalized as part of the project cost.
d. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
e. Includes interest expense and amortization of debt fees.
f. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
g. Income taxes are net of Production Tax Credits (estimated at [ ]), Generation Qualified Deductions, and Net Operating Losses accumulated during the construction period.}

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Table 1.0-2—{Nine Mile Point 3 Projected Statement of Operating Cash Flows

($Millions)	2017	2018	2019	2020	2021
Revenue					
Market	[ ]	[ ]	[ ]	[ ]	[ ]
Total Revenues	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Expenses					
Nuclear Fuel [a]	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Non-Outage	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Refueling Outage	[ ]	[ ]	[ ]	[ ]	[ ]
Property Taxes	[ ]	[ ]	[ ]	[ ]	[ ]
Decommissioning Trust Contributions [b]	[ ]	[ ]	[ ]	[ ]	[ ]
Total Operating Costs	[ ]	[ ]	[ ]	[ ]	[ ]
	[ ]	[ ]	[ ]	[ ]	[ ]
Capital Project Expenditures [c]	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Cash flows Before Income Taxes & Financing Costs	[ ]	[ ]	[ ]	[ ]	[ ]

a. Includes DOE disposal fees and nuclear fuel cash costs.
b. Contributions made to fund the decommissioning trust fund, modeled at a rate of [ ] the NRC minimum.
c. Includes recurring/maintenance capital expenditures and outage capital.}

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Table 1.0-3—{Nine Mile Point 3 Projected Project Cost

($Millions)	2017 [a]
Uses:	
Plant Cost	[ ]
Transmission	[ ]
Initial Fuel Load	[ ]
Interest During Construction (capitalized)	[ ]
Other Financing Charges[b]	[ ]
Total Project Cost	[ ]
Sources:	
Debt	[ ]
Equity	[ ]
Total Project Cost	[ ]

a. Cumulative projected debt, equity, and financing balances as of Commercial Operation Date (COD).
b. Includes commitment fees, debt service reserve, and other transaction costs. }

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Table 1.0-4—{Nine Mile Point 3 Projected Income Statement Sensitivity, Cost of Borrowing Increased 200 Basis Points[a]

($Millions)	2017	2018	2019	2020	2021
Revenue					
Market	[ ]	[ ]	[ ]	[ ]	[ ]
Total Revenues	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Expenses					
Nuclear Fuel [b]	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Non-Outage	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Refueling Outage	[ ]	[ ]	[ ]	[ ]	[ ]
Property Taxes [c]	[ ]	[ ]	[ ]	[ ]	[ ]
Decommissioning Expenses [d]	[ ]	[ ]	[ ]	[ ]	[ ]
Depreciation	[ ]	[ ]	[ ]	[ ]	[ ]
Total Operating Expense	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Income	[ ]	[ ]	[ ]	[ ]	[ ]
Other income/(expense)					
Interest Expense [e]	[ ]	[ ]	[ ]	[ ]	[ ]
Interest Income [f]	[ ]	[ ]	[ ]	[ ]	[ ]
Total other income/(expense)	[ ]	[ ]	[ ]	[ ]	[ ]
Pretax Income	[ ]	[ ]	[ ]	[ ]	[ ]
Income Taxes [g]	[ ]	[ ]	[ ]	[ ]	[ ]
Net Income After-Tax	[ ]	[ ]	[ ]	[ ]	[ ]

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Property tax is assessed on a one year lag; therefore, the 2017 property tax was financed and capitalized as part of the project cost.
d. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
e. includes interest expense and the amortization of debt fees.
f. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
g. Income taxes are net of Production Tax Credits (estimated at [ ]), Generation Qualified Deductions, and Net Operating Losses accumulated during the construction period.}

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Table 1.0-5—{Nine Mile Point 3 Projected Income Statement Sensitivity, 10% Reduction in Projected Market Prices [a]

($Millions)	2017	2018	2019	2020	2021
Revenue					
Market	[ ]	[ ]	[ ]	[ ]	[ ]
Total Revenues	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Expenses					
Nuclear Fuel [b]	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Non-Outage	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Refueling Outage	[ ]	[ ]	[ ]	[ ]	[ ]
Property Taxes [c]	[ ]	[ ]	[ ]	[ ]	[ ]
Decommissioning Expenses [d]	[ ]	[ ]	[ ]	[ ]	[ ]
Depreciation	[ ]	[ ]	[ ]	[ ]	[ ]
Total Operating Expenses	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Income	[ ]	[ ]	[ ]	[ ]	[ ]
Other (income)/expense					
Interest expense [e]	[ ]	[ ]	[ ]	[ ]	[ ]
Interest income [f]	[ ]	[ ]	[ ]	[ ]	[ ]
Total other (income)/expense	[ ]	[ ]	[ ]	[ ]	[ ]
Pretax Income	[ ]	[ ]	[ ]	[ ]	[ ]
Income Taxes [g]	[ ]	[ ]	[ ]	[ ]	[ ]
Net Income After-Tax	[ ]	[ ]	[ ]	[ ]	[ ]

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Property tax is assessed on a one year lag; therefore, the 2017 property tax was financed and capitalized as part of the project cost.
d. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
e. Includes interest expense and the amortization of debt fees.
f. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
g. Income taxes are net of Production Tax Credits (estimated at [ ]), Generation Qualified Deductions, and Net Operating Losses accumulated during the construction period.}

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Table 1.0-6—{Nine Mile Point 3 Projected Income Statement Sensitivity, 10% Reduction in Capacity Factor [a]

($Millions)	2017	2018	2019	2020	2021
Revenue					
Market	[ ]	[ ]	[ ]	[ ]	[ ]
Total Revenues	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Expenses					
Nuclear Fuel [b]	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Non-Outage	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Refueling Outage	[ ]	[ ]	[ ]	[ ]	[ ]
Property Taxes [c]	[ ]	[ ]	[ ]	[ ]	[ ]
Decommissioning Expenses[d]	[ ]	[ ]	[ ]	[ ]	[ ]
Depreciation	[ ]	[ ]	[ ]	[ ]	[ ]
Total Operating Expense	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Income	[ ]	[ ]	[ ]	[ ]	[ ]
Other income/(expense)					
Interest Expense [e]	[ ]	[ ]	[ ]	[ ]	[ ]
Interest Income [f]	[ ]	[ ]	[ ]	[ ]	[ ]
Total other income/(expense)	[ ]	[ ]	[ ]	[ ]	[ ]
Pretax Income	[ ]	[ ]	[ ]	[ ]	[ ]
Income Taxes [g]	[ ]	[ ]	[ ]	[ ]	[ ]
Net Income After-Tax	[ ]	[ ]	[ ]	[ ]	[ ]

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Property tax is assessed on a one year lag; therefore, the 2017 property tax was financed and capitalized as part of the project cost.
d. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
e. Includes interest expense and the amortization of debt fees.
f. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
g. Income taxes are net of Production Tax Credits (estimated at [ ]), Generation Qualified Deductions, and Net Operating Losses accumulated during the construction period.}

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Table 1.0-7—{Nine Mile Point 3 Projected Income Statement Sensitivity, No Receipt of Production Tax Credits [a]

($Millions)	2017	2018	2019	2020	2021
Revenue					
Market	[ ]	[ ]	[ ]	[ ]	[ ]
Total Revenues	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Expenses					
Nuclear Fuel [b]	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Non-Outage	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Refueling Outage	[ ]	[ ]	[ ]	[ ]	[ ]
Property Taxes [c]	[ ]	[ ]	[ ]	[ ]	[ ]
Decommissioning Expenses [d]	[ ]	[ ]	[ ]	[ ]	[ ]
Depreciation	[ ]	[ ]	[ ]	[ ]	[ ]
Total Operating Expenses	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Income	[ ]	[ ]	[ ]	[ ]	[ ]
Other income/(expense)					
Interest Expense [e]	[ ]	[ ]	[ ]	[ ]	[ ]
Interest Income [f]	[ ]	[ ]	[ ]	[ ]	[ ]
Total other (income)/expense	[ ]	[ ]	[ ]	[ ]	[ ]
Pretax Income	[ ]	[ ]	[ ]	[ ]	[ ]
Income Taxes [g]	[ ]	[ ]	[ ]	[ ]	[ ]
Net Income After-Tax	[ ]	[ ]	[ ]	[ ]	[ ]

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Property tax is assessed on a one year lag; therefore, the 2017 property tax was financed and capitalized as part of the project cost.
d. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
e. Includes interest expense and the amortization of debt fees.
f. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
g. Income taxes are net of Generation Qualified Deductions, and Net Operating Losses accumulated during the construction period.}

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Table 1.0-8—{Nine Mile Point 3 Projected Income Statement Sensitivity, 10% Higher Capital Cost[a]

($Millions)	2017	2018	2019	2020	2021
Revenue					
Market	[ ]	[ ]	[ ]	[ ]	[ ]
Total Revenues	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Expenses					
Nuclear Fuel [b]	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Non-Outage	[ ]	[ ]	[ ]	[ ]	[ ]
O&M, Refueling Outage	[ ]	[ ]	[ ]	[ ]	[ ]
Property Taxes [c]	[ ]	[ ]	[ ]	[ ]	[ ]
Decommissioning Expense [d]	[ ]	[ ]	[ ]	[ ]	[ ]
Depreciation	[ ]	[ ]	[ ]	[ ]	[ ]
Total Operating Expenses	[ ]	[ ]	[ ]	[ ]	[ ]
Operating Income	[ ]	[ ]	[ ]	[ ]	[ ]
Other (income)/expense					
Interest Expense [e]	[ ]	[ ]	[ ]	[ ]	[ ]
Interest Income [f]	[ ]	[ ]	[ ]	[ ]	[ ]
Total other (income)/expense	[ ]	[ ]	[ ]	[ ]	[ ]
Pretax Income	[ ]	[ ]	[ ]	[ ]	[ ]
Income Taxes [g]	[ ]	[ ]	[ ]	[ ]	[ ]
Net Income After-Tax	[ ]	[ ]	[ ]	[ ]	[ ]

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Property tax is assessed on a one year lag; therefore, the 2017 property tax was financed and capitalized as part of the project cost.
d. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
e. Includes interest expense and the amortization of debt fees.
f. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
g. Income taxes are net of Production Tac Credits (estimated at [ ]), Generation Qualified Deductions, and net operating losses accumulated during the construction period.}

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Table 1.0-9—{Nine Mile Point 3, 6-Month Non-Regulatory Delay

A specific sensitivity was not calculated for the 6-month non-regulatory delay scenario as it is believed that the 10% Higher Capital Cost Sensitivity (Table 1.0-8) conservatively bounds the 6-month non-regulatory delay scenario.

A 6-month delay is a scenario whereby the start of operations would be postponed for 6 months due to non-regulatory reasons.

A 6-month non-regulatory delay would increase the Interest During Construction (IDC) and would incur additional operating costs (primarily labor and property taxes). Operating costs incurred prior to Commercial Operation Date (COD) are capitalized and financed along with other construction costs.

The incremental capitalized interest and Operating and Maintenance (O&M) costs are estimated as follows.

($Millions)	
Total Base Case Project Cost (from Table 1.0-3)	[ ]
Additional Interest on debt (from Table 1.0-3) ([ ] debt*[ ] interest rate* ½ year)	[ ]
Additional O&M Costs (fixed O&M Cost, includes labor, overhead, property taxes and insurance)	[ ]
Total 6-Month Non-Regulatory Delay Capital Cost	[ ]

The total prioject cost would increase from [ ] million to approximately [ ] million (an increase of [ ]), which is significantly less than [ ], the total capital cost derived from the 10% Higher Capital Cost Sensitivity.}

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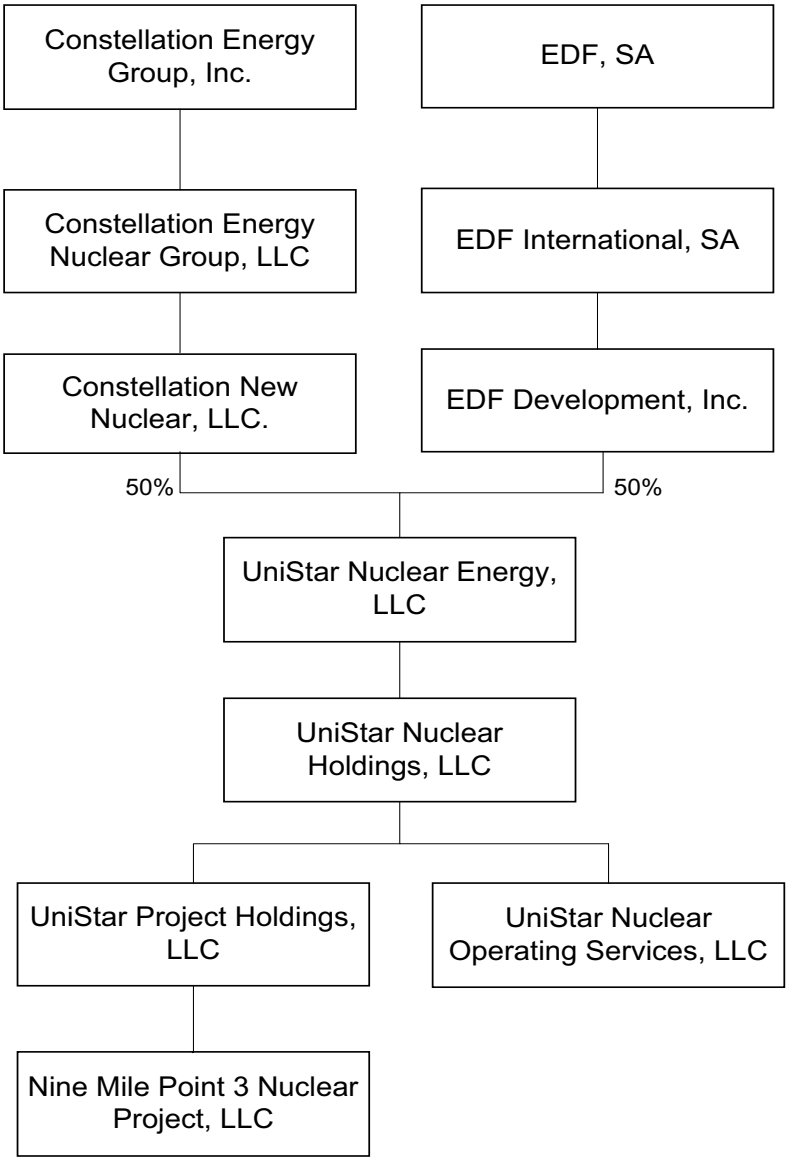
Figure 1.0-1—{Organizational Structure}



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A–1 {STANDBY TRUST FUND AGREEMENT

TRUST AGREEMENT, the Agreement entered into as of (date) by and between Constellation Energy Nuclear Group, LLC, a Maryland limited liability company, herein referred to as the "Grantor," and (name and address of an appropriate State or Federal government agency or an entity that has the authority to act as trustee and whose trust operations are regulated or examined by a State or Federal agency), the "Trustee."

WHEREAS, the U.S. Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 50. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a Part 50 license provide assurance that funds will be available when needed for required decommissioning activities.

WHEREAS, the Grantor has elected to use a parent guarantee and/or letter of credit to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, when payment is made under a parent guarantee and/or letter of credit, this standby trust shall be used for the receipt of such payment; and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

a. The term “Grantor” means the NRC licensees who enter into this Agreement and any successors or assigns of the Grantor.

b. The term “Trustee” means the trustee who enters into this Agreement and any successor Trustee.

Section 2. Costs of Decommissioning. This Agreement pertains to the costs of decommissioning the facility identified in License Number (insert license number) issued pursuant to 10 CFR Part 50.

Section 3. Establishment of Fund. The Grantor and Trustee hereby establish a Standby Trust Fund (the Fund) for the benefit of (insert the Grantor or other appropriate beneficiary such as a State agency or the NRC, but only to the extent the provisions of 31 U.S.C. 3302(b) would not be applicable). The Grantor and the Trustee intend that no third party shall have access to the Fund except as provided herein. (Modification of this provision to cover sale-leaseback agreements should be made contingent upon continued dedication of the trust to provide funds for decommissioning.)

Section 4. Payments Constituting the Fund. Payments made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of property acceptable to the Trustee. Such property and any other property subsequently transferred to the Trustee are referred to as the “Fund,” together with all earnings and profits thereon, less any payments or distributions made by the Trustee

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pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided.

Section 5. Payment for Required Activities Specified in the Plan. The Trustee shall make payments from the Fund to the Grantor or to a decommissioning contractor of the Grantor as the Grantor may designate upon presentation to the Trustee of the following:

a. A certificate duly executed by the (Authorized Officers) of the Grantor attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate (see certificate following standby trust), and

b. A certificate attesting to the following conditions;

(1) that decommissioning is proceeding pursuant to an NRC-noticed plan, and

(2) that the funds withdrawn will be expended for activities undertaken pursuant to that Plan.

Notwithstanding the foregoing, except for payments for administrative costs (including taxes) and other incidental expenses of the Fund (including legal, accounting, actuarial, and trustee expenses) in connection with the operation of the Fund, no disbursements or payments from the Fund shall be made: (1) unless 30 working days prior written notice of such disbursement or payment has been made to the NRC or (2) if the Trustee receives written notice of an objection from the NRC's Director of the Office of Nuclear Reactor Regulation or the Director of the Office of Nuclear Material Safety and Safeguards, as applicable. Except that, the foregoing shall not apply if the Grantor is making a withdrawal pursuant to 10 CFR 50.82(a)(8).

In the event of the Grantor's default or inability to direct decommissioning activities, the Trustee shall: (1) make payments from the Fund as the NRC or State agency shall direct, in writing, to provide for the payment of the costs of required activities covered by this Agreement; (2) make disbursements to the Grantor or other persons as specified by the NRC, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agency, shall direct in writing; and (3) refund to the Grantor such amounts remaining after the license has been terminated or as the NRC or State Agency specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Trust Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the Fund in the best interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

a. Securities or other obligations of the grantor, or any other owner or operator of any nuclear power reactor, or any of their affiliates, subsidiaries, successors, or assigns, as defined in the Investment Company Act of 1940, as amended (15 U. S. C. 80A-2(a)), or in a mutual fund in which at least 50 percent of the fund is invested in the securities of an NRC licensee of a nuclear power plant, or a parent company whose subsidiary is an owner or operator of a foreign or domestic nuclear power

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plant shall not be acquired or held. Investments tied to market indices or other non-nuclear-sector collective, commingled, or mutual funds (i.e., a mutual fund in which less than 50 percent of the fund is invested in the securities of a licensee or a parent company whose subsidiary is an owner or operator of a foreign or domestic nuclear power plant) may be acquired or held, provided, however, that no more than 10 percent of trust assets may be indirectly invested in securities of any entity owning or operating one or more nuclear power plants.

b. For a reasonable time, not to exceed 60 days, the Trustee is authorized to hold uninvested cash, awaiting investment or distribution, without liability for the payment of interest thereon.

c. Any person directing investments made in the trusts shall adhere to the(applicable State-specific investment standard and/or the) "prudent investor" standard as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission regulations or any successor regulation thereto (the "Prudent Investor Standard"); and

d. The Grantor, its affiliates, and its subsidiaries are prohibited from acting as investment manager for the funds or from giving day-to-day management direction of the funds' investments or direction on individual investments by the funds except that the Grantor, or an affiliate or subsidiary may act as an investment manager in the case of passive fund management of trust funds where management is limited to investment tracking market indices.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

a. To transfer from time to time any or all of the assets of the fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

b. To purchase shares in any investment company registered under the Investment Company Act of 1940 (15 U.S.C. 80A-1 et seq.), including one that may be created, managed, underwritten, or to which investment advice is rendered, or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

a. To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary, for prudent management of the Fund;

b. To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

c. To register any securities held in the Fund in its own name, or in the name of a nominee, and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, to reinvest interest and dividends

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payments and funds from matured and redeemed instruments, to file proper forms concerning securities held in the Fund in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee or such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

d. To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee; and

e. To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund may be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee may be paid from the Fund.

Section 10. Annual Valuation. After payment has been made into this Standby Trust Fund, the Trustee shall annually furnish to the Grantor a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value within a reasonable time of such statement. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor shall constitute a conclusively binding assent by the Grantor, barring the grantor from asserting any claim or liability against the Trustee with respect to the matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting on the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. Upon 90 days notice to the Grantor, the Trustee may resign; upon 90 days notice to the Trustee, the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor has either appointed a successor Trustee and this successor accepts the appointment or implements another financial assurance mechanism specified in Title 10, Chapter I, Code of Federal Regulations, Section 50.75(e). The successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor Trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions. The successor Trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses

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incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are signatories to this agreement or such other designees as the Grantor may designate in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. If the NRC or State agency issues orders, requests, or instructions to the Trustee in the event of Grantor default, these shall be in writing, signed by the NRC, State agency, or their designees, and the Trustee shall act and shall be fully protected in acting, in accordance with such orders requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor, the NRC, or State agency, hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the NRC, or State agency, except as provided for herein.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and, if applicable, the NRC or State agency, or by the Trustee and the NRC or State agency if the Grantor ceases to exist. Notwithstanding any provision herein to the contrary, this Agreement cannot be modified in any material respect without first providing 30 working days prior written notice to the NRC's Director of the Office of Nuclear Reactor Regulation or the Director of the Office of Nuclear Material Safety and Safeguards, as applicable. This Agreement may not be amended if the trustee receives written notice of objection from the Director, Office of Nuclear Reactor Regulation, or the Director, Office of Nuclear Materials Safety and Safeguards, as applicable, within the notice period.

Section 16. Termination. This trust agreement shall continue until terminated at the written agreement of the Grantor, the Trustee and, if applicable, the NRC or State agency, or by the Trustee and the NRC or State agency if the grantor ceases to exist. Upon termination of the trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor or its successor, or transferred to another financial assurance mechanism specified in 10 CFR 50.75(e), as appropriate.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this trust, or in carrying out any directions by the Grantor, the NRC, or State agency, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the trust fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of (insert name of State).

Section 19. Interpretation and Severability. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any part of this agreement is invalid, it shall not affect the remaining provisions which will remain valid and enforceable.

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IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective officers duly authorized and the incorporate seals to be hereunto affixed and attested as of the date first written above.

ATTEST:	Constellation Energy Nuclear Group, LLC (Signature of representative of Grantor) (Title)
	(Title) (Seal)
ATTEST:	(Insert name of Trustee) (Signature of representative of Trustee) (Title)
	(Title) (Seal)}

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A–2 {EXAMPLE CERTIFICATE OF EVENTS

(Insert name and address of trustee)

Attention: Trust Division

Gentlemen:

In accordance with the terms of the Agreement with you dated _____, we, _____ , (Authorized Officers) of Nine Mile Point 3 Nuclear Project, LLC, hereby certify that the following events have occurred:

1. Nine Mile Point 3 Nuclear Project,LLC has begun the decommissioning of Nine Mile Point 3 Nuclear Power Plant located at the Nine Mile Point Nuclear Power Plant site in Oswego County, New York (hereinafter called the decommissioning).

2. The plans and procedures for the commencement and conduct of the decommissioning have been noticed and approved by the U.S. Nuclear Regulatory Commission, or its successor, on _____ (copy of approval attached).

3. The Board of Directors of Nine Mile Point 3 Nuclear Project,LLC have adopted the attached resolution authorizing the commencement of the decommissioning.

_____
(Authorized Officer)
Constellation Energy Nuclear Group, LLC

_____
Date}

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A–3 {EXAMPLE CERTIFICATE OF RESOLUTION — CONSTELLATION ENERGY NUCLEAR GROUP

I, _____, do hereby certify that I am (Authorized Officer) of Nine Mile Point 3 Nuclear Project, LLC, a Delaware limited liability company, and that the resolution listed below was duly adopted at a meeting of this Company's Board of Directors on _____ , 20 __.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Company this ____ day of _____, 20 __.

_____
(Authorized Officer)

RESOLVED, that this Board of Directors hereby authorizes the President, or such other employee of the Company as he may designate, to commence decommissioning activities at Nine Mile Point 3 Nuclear Power Plant in accordance with the terms and conditions described to this Board of Directors at this meeting and with such other terms and conditions as the President shall approve with and upon the advice of Counsel.}

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A–4 {EXAMPLE ACKNOWLEDGMENT

ACKNOWLEDGMENT

(The following is an example of the acknowledgment that should accompany the trust agreement for a standby trust fund or trust fund.)

STATE OF _____

To Wit _____

CITY OF _____

On this _____ day of _____, before me, a notary public in and for the city and State aforesaid, personally appeared _____, and she/he did depose and say that she/he is the (title), of (financial institution), Trustee, which executed the above instrument, that she/he knows the seal of said association; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the association; and that she/he signed her/his name thereto by like order.

_____
(Signature of notary public)

My Commission Expires: _____
(Date)}

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A–5 {LETTER FROM CHIEF FINANCIAL OFFICER OF CORPORATE PARENT}

Previously Provided

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A–6 {EXAMPLE AUDITOR'S SPECIAL REPORT BY CERTIFIED PUBLIC ACCOUNTANT

CONFIRMATION OF CHIEF FINANCIAL OFFICER'S LETTER

We have examined the financial statements of Constellation Energy Group, Inc., for the year ended (date), and have issued our report thereon dated (date). Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary.

The Constellation Energy Group, Inc., has prepared documents to demonstrate its financial responsibility under the NRC's financial assurance regulations, 10 CFR Part 50. This letter is furnished to assist the licensees for (insert NRC license number, Nine Mile Point 3 Nuclear Power Plant) in complying with these regulations and should not be used for other purposes.

The attached schedule reconciles the specified information furnished in the chief financial officer's (CFO's) letter in response to the regulations with the company's financial statements. In connection therewith, we have

1. Confirmed that the amounts in the column "Per Financial Statements" agree with amounts contained in the company's financial statements for the year ended (date);

2. Confirmed that the amount in the column "Per CFO's Letter" agrees with the letter prepared in response to the NRC's request;

3. Confirmed that the amount in the column "Reconciling Items" agrees with analyses prepared by the company setting forth the indicated items; and

4. Recomputed the totals and percentages.

Because the procedures in 1-4 above do not constitute a full examination made in accordance with generally accepted auditing standards, we do not express an opinion on the manner in which the amounts were derived in the items referred to above. In connection with the procedures referred to above, no matters came to our attention that cause us to believe that the chief financial officer's letter and supporting information should be adjusted.

_____
Signature

_____
Date}

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A–7 {EXAMPLE SCHEDULE RECONCILING AMOUNTS CONTAINED IN CFO's LETTER WITH AMOUNTS IN FINANCIAL STATEMENTS

This illustrates the form of schedule that is contemplated. Details and reconciling items will differ in specific situations.

Constellation Energy Group, Inc.
YEAR ENDED DECEMBER 31, 20XX

Line Number in CFO's Letter	Per Financial Statements	Reconciling Items	Per CFO's Letter
Total current liabilities	X		
Long-term debt	X		
Deferred income taxes	X		

	XX		
Accrued decommissioning costs included in current liabilities	X		
Total liabilities (less accrued decommissioning costs)	X		
Net worth	XX		
Less: Cost in excess of value of tangible assets acquired	X		

	X		
Accrued decommissioning costs included in current liabilities	X		
Tangible net worth (plus decommissioning costs)	XX		

(Balance of schedule is not illustrated.)}

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A–8 {PARENT COMPANY GUARANTEE

Guarantee made this (date) by Constellation Energy Group, Inc., a corporation organized under the laws of the State of Maryland, herein referred to as "guarantor," to our subsidiaries: Nine Mile Point 3 Nuclear Project, LLC, of 750 East Pratt Street, Baltimore, MD 21202.

Recitals

1. The guarantor has full authority and capacity to enter into this guarantee under its bylaws, articles of incorporation, and the laws of the State of Maryland, its State of incorporation. Guarantor has approval from its Board of Directors to enter into this guarantee.

2. This guarantee is being issued so that Nine Mile Point 3 Nuclear Project, LLC will be in compliance with regulations issued by the Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974. The NRC has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 50, which require that a holder of, or an applicant for, a license issued pursuant to 10 CFR Part 50 provide assurance that funds will be available when needed for required decommissioning activities.

3. This guarantee is issued to provide financial assurance for decommissioning activities for Nine Mile Point 3 Nuclear Power Plant as required by 10 CFR Part 50. The decommissioning costs and guarantee amount for which are as follows: $389 million in 2007 dollars.

4. The guarantor meets or exceeds the following financial test criteria (insert statement indicating which financial test is being used) and agrees to notify Nine Mile Point 3 Nuclear Project, LLC, and the NRC of any changes in its ability to meet the criteria in compliance with the notification requirements as specified in 10 CFR Part 50.

   The guarantor meets one of the following two financial tests:

   (a) (i) A current rating of its most recent bond issuance of AAA, AA, A, or BBB as issued by Standard and Poor's, or Aaa, Aa, A, or Baa as rated by Moody's; and

   (ii) Tangible net worth is at least $10 million and at least six times the current decommissioning cost estimate or guarantee amount (or prescribed amount if a certification is used); and

   (iii) Assets located in the United States amounting to at least 90 percent of its total assets or at least six times the current decommissioning cost or guarantee amount (or prescribed amount if certification is used).

   OR

   (b) (i) Net working capital and tangible net worth each at least six times the current decommissioning cost estimates or guarantee amounts (or prescribed amount if certification is used); and

   (ii) Assets located in the United States amounting to at least 90 percent of its total assets or at least six times the amount of the current decommissioning cost estimates or guarantee amounts (or prescribed amount if certification is used); and

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(iii) Meets two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities that is greater than 0.1; and a ratio of current assets to current liabilities that is greater than 1.5; and

(iv) Tangible net worth of at least $10 million.

5. The guarantor has majority control of the voting stock for the following licensee(s) covered by this guarantee. (List for each licensee: name, address, the facility(ies) owned or operated by each licensee, and the corresponding license number(s).

6. Decommissioning activities as used below refers to the activities required by 10 CFR Part 50 for decommissioning of facility(ies) identified above.

7. For value received from Nine Mile Point 3 Nuclear Project, LLC, and pursuant to the authority conferred upon the guarantor by the unanimous resolution of its directors, a certified copy of which is attached, the guarantor guarantees that if the licensee fails to perform the required decommissioning activities, as required by License No. (insert license number), due to lack of funds, the guarantor shall

   (a) provide all funds necessary, up to the amount of this guarantee in 2007 dollars and as adjusted for inflation, to carry out the required activities, or

   (b) set up a trust fund in favor of Nine Mile Point 3 Nuclear Project, LLC, in the amount of these current cost estimates or guarantee amount for these activities.

8. The guarantor agrees to submit revised financial statements, financial test data, and a special auditor's report and reconciling schedule to the NRC annually within 90 days of the close of the parent guarantor's fiscal year.

9. The guarantor and the licensee agree that if the guarantor fails to meet the financial test criteria at any time after this guarantee is established, the guarantor and the licensee shall send, within 90 days of the end of the fiscal year in which the guarantor fails to meet the financial test criteria, by certified mail, notice to the NRC. If Nine Mile Point 3 Nuclear Project, LLC, fails to provide alternative financial assurance as specified in 10 CFR Part 50, as applicable, and obtain written approval of such assurance from the NRC within 180 days of the end of such fiscal year, the guarantor shall provide such alternative financial assurance in the name of Nine Mile Point 3 Nuclear Project, LLC, or make full payment under the guarantee to a standby trust established by Nine Mile Point 3 Nuclear Project, LLC.

10. Independent of any notification under paragraph 8 above, if the NRC determines for any reason that the guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a guarantor for the facility under License No. (insert license number), the guarantor agrees that within 90 days after being notified by the NRC of such determination, an alternative financial assurance mechanism as specified in 10 CFR Part 50 as applicable, shall be established by the guarantor in the names of Nine Mile Point 3 Nuclear Project, LLC, unless Nine Mile Point 3 Nuclear Project, LLC, has done so.

11. The guarantor as well as its successors and assigns shall remain bound jointly and severally under this guarantee notwithstanding any or all of the following: amendment or modification of license or NRC-approved decommissioning funding plan for that facility,

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the extension or reduction of the time of performance of required activities, or any other modification or alteration of an obligation of the licensee pursuant to 10 CFR Part 50.

12. The guarantor agrees that it will be liable for all litigation costs incurred by Nine Mile Point 3 Nuclear Project, LLC, or the NRC in any successful effort to enforce the agreement against the guarantor.

13. The guarantor agrees to remain bound under this guarantee for as long as Nine Mile Point 3 Nuclear Project, LLC, must comply with the applicable financial assurance requirements of 10 CFR Part 50, for the previously listed facility(ies), except that the guarantor may cancel this guarantee by sending notice by certified mail to the NRC and to (licensee), such cancellation to become effective no earlier than 120 days after receipt of such notice by the NRC and Nine Mile Point 3 Nuclear Project, LLC, as evidenced by the return receipts. If the licensee fails to provide alternative financial assurance as specified in 10 CFR Part 50, as applicable, and obtain written approval of such assurance within 120 days after the sending of the above notice by the guarantor, the guarantor shall provide such alternative financial assurance.

14. The guarantor expressly waives notice of acceptance of this guarantee by the NRC or by Nine Mile Point 3 Nuclear Project, LLC. The guarantor also expressly waives notice of amendments or modification of the decommissioning requirements and of amendments or modifications of the license.

15. If the guarantor files financial reports with the U.S. Securities and Exchange Commission, then it shall promptly submit them to the NRC during each year in which this guarantee is in effect.

I hereby certify that this guarantee is true and correct to the best of my knowledge.

Effective date: _____

Constellation Energy Group, Inc.

(Authorized signature for guarantor)

(Name of person signing)

(Title of person signing)

Signature of witness or notary: _____

Nine Mile Point 3 Nuclear Project, LLC

(Authorized signature for licensee)

(Title of person signing)

Signature of witness or notary: _____}

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A–9 {EXAMPLE STANDBY LETTER OF CREDIT NO. [INSERT NO.]

This Credit Expires [insert date]

Issued To:U.S. Nuclear Regulatory Commission; Washington, DC 20555

Dear Sir or Madam:

We hereby establish our Standby Letter of Credit No. _____ in your favor, at the request of _____ and for the account of Nine Mile Point 3 Nuclear Project [address], a NRC licensee, up to the aggregate amount of [in words], U. S. dollars $_____ available upon presentation of:

(1) your sight draft, bearing reference to this Letter of Credit No. _____ and

(2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of _____"

This letter of credit is issued in accordance with regulations issued under the authority of the U.S. Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974. The NRC has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 50, which require that a holder of, or an applicant for, a license issued under 10 CFR Part 50 provide assurance that funds will be available when needed for decommissioning.

This letter of credit is effective as of [date] and shall expire on [date at least 1 year later], but such expiration date shall be automatically extended for a period of [at least 1 year] on [date] and on each successive expiration date, unless, at least 90 days before the current expiration date, we notify both you, and Nine Mile Point 3 Nuclear Project, as shown on the signed return receipts. If Nine Mile Point 3 Nuclear Project is unable to secure alternative financial assurance to replace this letter of credit within 30 days of notification of cancellation, the NRC may draw upon the full value of this letter of credit prior to cancellation to the extent the provisions of 31 U.S.C. 3302(b) would not be applicable. We shall give immediate notice to the applicant and the "NRC" of any notice received or action filed alleging (1) the insolvency or bankruptcy of the financial institution or (2) any violations of regulatory requirements that could result in suspension or revocation of the bank's charter or license to do business. We also shall give immediate notice if we, for any reason, become unable to fulfill our obligation under the letter of credit.

Whenever this letter of credit is drawn on, under, and in compliance with the terms of this letter of credit, we shall duly honor such draft upon its presentation to us within 30 days, and we shall deposit the amount of the draft directly into the standby trust fund of [licensee's name] in accordance with your instructions.

Each draft must bear on its face the clause: "Drawn under Letter of Credit No. _____, dated _____, and the total of this draft and all other drafts previously drawn under this letter of credit does not exceed [fill in amount]."

[Signature(s) and title(s) of official(s) of issuing institution] [Date]

This credit is subject to the Uniform Commercial Code.**}**

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