

Henry B. Barron  
President, CEO & Chief Nuclear Officer

Constellation Energy Nuclear Group  
100 Constellation Way  
Suite 1800P  
Baltimore, MD 21202



10 CFR 50.80  
10 CFR 72.50  
10 CFR 50.90

February 26, 2009

U. S. Nuclear Regulatory Commission  
Washington, D.C. 20555

**ATTENTION:** Document Control Desk

**SUBJECT:** **Calvert Cliffs Nuclear Power Plant**  
Unit Nos. 1 & 2; Docket Nos. 50-317 & 50-318  
**Calvert Cliffs Independent Spent Fuel Storage Installation**  
Docket No. 72-8  
**Nine Mile Point Nuclear Station**  
Unit Nos. 1 & 2; Docket Nos. 50-220 & 50-410  
**R. E. Ginna Nuclear Power Plant**  
Docket Nos. 50-244

Supplement to Application for an Order Approving License Transfers and  
Conforming License Amendment Request

**REFERENCE:** (a) Letter from Mr. M. J. Wallace (CEG) to Document Control Desk (NRC), dated January 22, 2009, "Application for an Order Approving License Transfers and Conforming License Amendment Request"

On Page 14 of Attachment (1) to Reference (a), we stated "Consistent with CENG's current financial assurance mechanisms, as well as prior NRC Orders approving license transfers, CEG and EDF Development will also deploy an additional credit support measure involving one or more support agreements available to each operating subsidiary." We also stated "We will submit the form of the new support agreements to the NRC for review by February 27, 2009."

Copies of the forms of two support agreements are included as Attachments (1) and (2) to this letter.

Please note that the licenses for Nine Mile Point Nuclear Station, Units 1 and 2 have a condition [2.D(12) for Unit 1 and 2.C(15) for Unit 2] to "... take no action to void, cancel, or modify any intercompany credit agreement referenced above, without the prior written consent of the Director of the Office of Nuclear Reactor Regulation." Attachment (1) and Attachment (2) of this correspondence are submitted in accordance with those license conditions, because the new support agreement from CEG will terminate the existing intercompany credit agreements under the provisions of Section 12 of Attachment (2).

A001-1006  
NRR

Attachment (3) is a new Page 4 to Reference (a), Attachment (7). This revises and updates the information provided regarding the proposed EDF-appointed directors for Constellation Energy Nuclear Group, LLC.

This letter contains no new regulatory commitments.

Should you have any questions or require additional information regarding this letter, please contact Louis Larragoite at 410-495-5245 or Louis.S.Larragoite@constellation.com.

Sincerely,



Henry B. Barron  
President, CEO & Chief Nuclear Officer

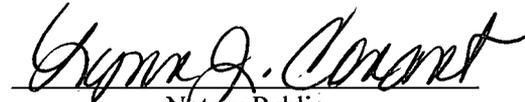
STATE OF MARYLAND :  
: TO WIT:  
CITY OF BALTIMORE :

I, Henry B. Barron, state that I am the Chief Nuclear Officer for Constellation Energy Nuclear Group, LLC, for Calvert Cliffs Nuclear Power Plant, Inc., Nine Mile Point Nuclear Station, LLC, and R. E. Ginna Nuclear Power Plant, LLC, and that I am duly authorized to execute and file this application supplement on behalf of these companies. To the best of my knowledge and belief, the statements contained in this document with respect to these companies are true and correct. To the extent that these statements are not based on my personal knowledge, they are based upon information provided by employees and/or consultants of the companies. Such information has been reviewed in accordance with company practice, and I believe it to be reliable.



Subscribed and sworn before me, a Notary Public in and for the State of Maryland and City of Baltimore, this 26th day of February, 2009.

WITNESS my Hand and Notarial Seal:

  
Notary Public

My Commission Expires 7/7/11

2/26/09  
Date

Document Control Desk  
February 26, 2009  
Page 3

Attachments: (1) Draft EDF Support Agreement  
(2) Draft CEG Support Agreement  
(3) Substitute Attachment (7), Page 4 to Constellation Energy Group letter dated  
January 22, 2009

cc: D. V. Pickett, NRC  
R. V. Guzman, NRC  
M. F. Weber, NMSS  
S. J. Collins, NRC  
Resident Inspector, NRC (Calvert Cliffs)  
Resident Inspector, NRC (Ginna)  
Resident Inspector, NRC (Nine Mile Point)  
S. Gray, Maryland DNR  
J. P. Spath, NYSERDA  
P. Eddy, New York State Department of Public Service

**ATTACHMENT (1)**

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**DRAFT EDF SUPPORT AGREEMENT**

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**Constellation Energy Nuclear Group, LLC  
February 26, 2009**

**ATTACHMENT (1)**  
**DRAFT EDF SUPPORT AGREEMENT**

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**Form of SUPPORT AGREEMENT**

Between

EDF International, SA

and

Calvert Cliffs Nuclear Power Plant, LLC  
Nine Mile Point Nuclear Station, LLC, and  
R. E. Ginna Nuclear Power Plant, LLC

THIS SUPPORT AGREEMENT, dated as of \_\_\_\_\_, 2009 between EDF International, SA (“EDFI”), and Calvert Cliffs Nuclear Power Plant, LLC, Nine Mile Point Nuclear Station, LLC and R. E. Ginna Nuclear Power Plant, LLC, each individually herein referred to as a “Subsidiary Licensee” and all collectively herein referred to as “Subsidiary Licensees.”

**WITNESSETH:**

WHEREAS, through its intermediate subsidiary companies, EDFI is the indirect owner of 49.99% of the Subsidiary Licensees;

WHEREAS, Constellation Energy Group, Inc. (“CEG”), through its intermediate subsidiary companies, is the indirect owner of 50.01% of the Subsidiary Licensees;

WHEREAS, the Subsidiary Licensees are the corporate entities that hold the NRC licenses for Calvert Cliffs Nuclear Power Plant, Unit Nos. 1 & 2, Operating Licenses DPR-53 & DPR-69, Nine Mile Point Nuclear Station, Unit Nos. 1 & 2, Operating Licenses DPR-63 & NPF-69, and R. E. Ginna Nuclear Power Plant, Operating License DPR-18 (individually, each a “Facility,” and collectively the “Facilities”);

WHEREAS, EDFI and the Subsidiary Licensees desire to take certain actions to assure the ability of the Subsidiary Licensees to pay their respective approved expenses of maintaining the Facilities safely and reliably and of protecting the public health and safety (the “Operating Expenses”) and to meet Nuclear Regulatory Commission (“NRC”) requirements during the life of each Facility (the “NRC Requirements”);

WHEREAS, CEG is entering into a separate agreement with the Subsidiary Licensees that has substantially the same terms and purposes as this Support Agreement (hereinafter, the “CEG Agreement”);

WHEREAS, EDFI and CEG, as provided in the Second Amended and Restated Operating Agreement by and between CEG, EDF Development Inc. (“EDF Development”), and Constellation

**ATTACHMENT (1)**  
**DRAFT EDF SUPPORT AGREEMENT**

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Energy Nuclear Group, LLC (“CENG”), dated as of December 17, 2008 (“Operating Agreement”), plan to provide the Subsidiary Licensees with adequate resources for approved working capital and other needs on an ongoing basis through various mechanisms such as capital contributions, member loans or advances, or other mutually approved funding mechanisms as discussed in the Operating Agreement; however, if these funding sources, at any time, cannot meet those needs, then CEG and EDFI have agreed to provide credit to the Subsidiary Licensees, in the manner as described below, to allow the Subsidiary Licensees to meet their obligations to protect public health and safety.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. *Availability of Funding.* Upon the written request of a Subsidiary Licensee, EDFI shall provide or cause to be provided to such Subsidiary Licensee such funds as the Subsidiary Licensee determines to be necessary to pay Operating Expenses or meet NRC Requirements at the same time or times as the same amount is paid by CEG under the CEG Agreement; provided, however, that EDFI’s maximum liability to provide funding hereunder shall not exceed the lesser of (x) 49.99 percent of the total funding required by the Subsidiary Licensee pursuant to this Support Agreement and the CEG Agreement, or (y) \$144.971 million cumulatively over the life of this Support Agreement, unless, and to the extent that, advances of funds under this Support Agreement have been reimbursed in whole or part through repayments by the Subsidiary Licensee to EDFI. As such, the aggregate amount outstanding under this Support Agreement at any one time shall not exceed \$144.971 million, and this shall be the maximum unreimbursed amount EDFI is obligated to provide under this Support Agreement.
2. *Request for an Advance.* If the funding mechanisms as described under the Operating Agreement, at any time, are not sufficient to allow a Subsidiary Licensee to meet its needs, the Subsidiary Licensee may submit to EDFI a request for an advance of funds under this Support Agreement. Each request for an advance of funds under this Support Agreement shall be made not later than noon Eastern Time (USA) on the tenth business day prior to the proposed drawdown by notice from the Subsidiary Licensee to EDFI (pursuant to procedures that may be changed from time to time by mutual agreement) specifying the amount of the advance and a certification that such advance is for the purpose specified in Section 6.
3. *Substitution.* EDFI can terminate funding provided under this Support Agreement upon 45 days’ written notice to the Subsidiary Licensee if EDFI has procured a substitute loan facility and/or letter of credit for the Subsidiary Licensee that is mutually agreed to by

**ATTACHMENT (1)**  
**DRAFT EDF SUPPORT AGREEMENT**

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EDFI and CEG and meets the financial assurance requirements of the NRC to protect the public health and safety.

4. *Interest.* Interest on any principal amount outstanding shall accrue daily at such rate, and shall be payable at such times, as mutually established by EDFI and CEG at the time of an advance under this Support Agreement. The interest rate applicable to any advance and the time of payment shall be noted in a note or other writing. Such notation shall be conclusive absent manifest error.
5. *Optional Prepayments.* The Subsidiary Licensee, at its option, may repay all or any part of the principal amount outstanding from time to time without penalty or premium, upon notice to EDFI made not later than noon Eastern Time (USA) on at least the second business day prior to such prepayment (which notice, if oral, shall be confirmed promptly in writing); provided, however, that if the interest rate is LIBOR based, a prepayment penalty may be assessed against the Subsidiary Licensee. Any prepayment penalty would be mutually established by EDFI and CEG at the time of an advance. EDFI, at its option, may waive such notice requirements as to any prepayment.
6. *Use of Proceeds.* In order to provide financial assurance, any advance may be used by a Subsidiary Licensee only to meet its approved Operating Expenses and NRC Requirements, including payments for nuclear property damage insurance and a retrospective premium pursuant to Title 10, Part 140, Section 21 of the Code of Federal Regulations (10 CFR 140.21).
7. *No Guarantee.* This Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by EDFI shall be construed as, or deemed to constitute, a direct or indirect guarantee by EDFI to any person of the payment of the Operating Expenses or of any liability or obligation of any kind or character whatsoever of the Subsidiary Licensees. This Agreement may, however, be relied upon by the NRC in determining the financial qualifications of each Subsidiary Licensee to hold the operating license for a Facility.
8. *Waivers.* EDFI hereby waives any failure or delay on the part of the Subsidiary Licensees in asserting or enforcing any of their rights or in making any claims or demands hereunder.
9. *Amendments and Termination.* This Agreement may not be amended or modified at any time without 30 calendar days prior written notice to the NRC. This Agreement shall terminate at such time as EDFI is no longer the direct or indirect owner of any of the

**ATTACHMENT (1)**  
**DRAFT EDF SUPPORT AGREEMENT**

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shares or other ownership interests in a Subsidiary Licensee. This Agreement shall also terminate with respect to the Operating Expenses and NRC Requirements applicable to a Facility whenever such Facility permanently ceases commercial operations and certification is made as to the permanent removal of fuel from the reactor vessel; provided, however, that this Agreement may be extended for successive periods of two years each upon the mutual agreement of the parties.

10. *Successors.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
11. *Third Parties.* Except as expressly provided in Sections 3 and 6 with respect to the NRC, this Agreement is not intended for the benefit of any person other than the parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.
12. *Other Financial Support Arrangements.* This Agreement supersedes any other support arrangement relating to NRC requirements, if any exists prior to the date hereof, between EDFI and a Subsidiary Licensee to provide funding when necessary to pay Operating Expenses and meet NRC Requirements for the Facilities, and any such other financial support arrangement is hereby voided, revoked and rescinded. Accordingly, the total available funding provided for in this Support Agreement shall be limited as set forth in Section 1 herein and shall not be cumulative with any other financial support arrangement for purposes of meeting NRC Requirements. For avoidance of doubt, the parties agree that this section does not apply to financial guarantees or commitments made to third parties, even where such agreements may relate to compliance with NRC requirements.
13. *Governing Law.* This Agreement shall be governed by the laws of the State of New York.
14. *Dispute Resolution.* In the event of any dispute arising out of or in connection with this Support Agreement, executives of EDFI and the Subsidiary Licensee will exercise good faith efforts to resolve the dispute in a timely manner. In the event that the executives of EDFI and the Subsidiary Licensee are unable to reach a resolution, the dispute, including any dispute regarding the existence, termination or validity of this Support Agreement, each Party shall have the right to have recourse to and shall be bound by the pre-arbitral referee procedure of the International Chamber of Commerce in accordance with its Rules for a Pre-Arbitral Referee Procedure. All disputes arising out of or in connection with this Support Agreement (including as to existence, termination and validity) shall be

**ATTACHMENT (1)**  
**DRAFT EDF SUPPORT AGREEMENT**

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finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by three arbitrators appointed in accordance with said Rules. The place of the pre-arbitral referee procedure and of the arbitration procedure shall be New York, New York, United States of America. The proceedings before the arbitral tribunal (including with respect to the Pre-Arbitral Referee Procedure) shall be governed by the Rules. The rules of law to be applied by the arbitral tribunal to the merits of the dispute shall be the rules of law of the State of New York. The language of the arbitration shall be English. Evidence shall be provided in English and pleadings shall be done in English. The arbitral tribunal shall render its decision within six months from the date of signature of the terms of reference. Any decision or award of the arbitral tribunal shall be final and binding upon the parties to the arbitration proceeding. The parties waive to the extent permitted by applicable law any rights to appeal or to review of such award by any court or tribunal. The parties agree that the arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**ACKNOWLEDGED AND AGREED**

EDF International, SA

Nine Mile Point Nuclear Station, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Calvert Cliffs Nuclear Power Plant, LLC

R. E. Ginna Nuclear Power Plant, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT (2)**

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**DRAFT CEG SUPPORT AGREEMENT**

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**ATTACHMENT (2)**  
**DRAFT CEG SUPPORT AGREEMENT**

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**Form of SUPPORT AGREEMENT**

Between

Constellation Energy Group, Inc.

and

Calvert Cliffs Nuclear Power Plant, LLC  
Nine Mile Point Nuclear Station, LLC, and  
R. E. Ginna Nuclear Power Plant, LLC

THIS SUPPORT AGREEMENT, dated as of \_\_\_\_\_, 2009 between Constellation Energy Group, Inc. ("CEG"), and Calvert Cliffs Nuclear Power Plant, LLC, Nine Mile Point Nuclear Station, LLC and R. E. Ginna Nuclear Power Plant, LLC, each individually herein referred to as a "Subsidiary Licensee" and all collectively herein referred to as "Subsidiary Licensees."

**WITNESSETH:**

WHEREAS, through its intermediate subsidiary companies, CEG is the indirect owner of 50.01% of the Subsidiary Licensees;

WHEREAS, EDF International, SA ("EDFI"), through its intermediate subsidiary companies, is the indirect owner of 49.99% of the Subsidiary Licensees;

WHEREAS, the Subsidiary Licensees are the corporate entities that hold the NRC licenses for Calvert Cliffs Nuclear Power Plant, Unit Nos. 1 & 2, Operating Licenses DPR-53 & DPR-69, Nine Mile Point Nuclear Station, Unit Nos. 1 & 2, Operating Licenses DPR-63 & NPF-69, and R. E. Ginna Nuclear Power Plant, Operating License DPR-18 (individually, each a "Facility," and collectively the "Facilities");

WHEREAS, CEG and the Subsidiary Licensees desire to take certain actions to assure the ability of the Subsidiary Licensees to pay their respective approved expenses of maintaining the Facilities safely and reliably and of protecting the public health and safety (the "Operating Expenses") and to meet Nuclear Regulatory Commission ("NRC") requirements during the life of each Facility (the "NRC Requirements");

WHEREAS, EDFI is entering into a separate agreement with the Subsidiary Licensees that has substantially the same terms and purposes as this Support Agreement (hereafter, the "EDFI Agreement");

WHEREAS, CEG and EDFI, as provided in the Second Amended and Restated Operating Agreement by and between CEG, EDF Development Inc. ("EDF Development"), and Constellation Energy Nuclear Group, LLC ("CENG"), dated as of December 17, 2008 ("Operating Agreement"), plan

**ATTACHMENT (2)**  
**DRAFT CEG SUPPORT AGREEMENT**

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to provide the Subsidiary Licensees with adequate resources for approved working capital and other needs on an ongoing basis through various mechanisms such as capital contributions, member loans or advances, or other mutually approved funding mechanisms as discussed in the Operating Agreement; however, if these funding sources, at any time, cannot meet those needs, then CEG and EDFI have agreed to provide credit to the Subsidiary Licensees, in the manner as described below, to allow the Subsidiary Licensees to meet their obligations to protect public health and safety.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. *Availability of Funding.* Upon the written request of a Subsidiary Licensee, CEG shall provide or cause to be provided to such Subsidiary Licensee such funds as the Subsidiary Licensee determines to be necessary to pay Operating Expenses or meet NRC Requirements at the same time or times as the same amount is paid by EDFI under the EDFI Agreement; provided, however, that CEG's maximum liability to provide funding hereunder shall not exceed the lesser of (x) 50.01 percent of the total funding required by the Subsidiary Licensee pursuant to this Support Agreement and the EDFI Agreement, or (y) \$145.029 million cumulatively over the life of this Support Agreement, unless, and to the extent that, advances of funds under this Support Agreement have been reimbursed in whole or part through repayments by the Subsidiary Licensee to CEG. As such, the aggregate amount outstanding under this Support Agreement at any one time shall not exceed \$145.029 million, and this shall be the maximum unreimbursed amount CEG is obligated to provide under this Support Agreement.
2. *Request for an Advance.* If the funding mechanisms as described under the Operating Agreement, at any time, are not sufficient to allow a Subsidiary Licensee to meet its needs, the Subsidiary Licensee may submit to CEG a request for an advance of funds under this Support Agreement. Each request for an advance of funds under this Support Agreement shall be made not later than noon Eastern Time (USA) on the tenth business day prior to the proposed drawdown by notice from the Subsidiary Licensee to CEG (pursuant to procedures that may be changed from time to time by mutual agreement) specifying the amount of the advance and a certification that such advance is for the purpose specified in Section 6.
3. *Substitution.* CEG can terminate funding provided under this Support Agreement upon 45 days' written notice to the Subsidiary Licensee if CEG has procured a substitute loan facility and/or letter of credit for the Subsidiary Licensee that is mutually agreed to by CEG and EDFI and meets the financial assurance requirements of the NRC to protect the public health and safety.

**ATTACHMENT (2)**  
**DRAFT CEG SUPPORT AGREEMENT**

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4. *Interest.* Interest on any principal amount outstanding shall accrue daily at such rate, and shall be payable at such times, as mutually established by CEG and EDFI at the time of an advance under this Support Agreement. The interest rate applicable to any advance and the time of payment shall be noted in a note or other writing. Such notation shall be conclusive absent manifest error.
5. *Optional Prepayments.* The Subsidiary Licensee, at its option, may repay all or any part of the principal amount outstanding from time to time without penalty or premium, upon notice to CEG made not later than noon Eastern Time (USA) on at least the second business day prior to such prepayment (which notice, if oral, shall be confirmed promptly in writing); provided, however, that if the interest rate is LIBOR based, a prepayment penalty may be assessed against the Subsidiary Licensee. Any prepayment penalty would be mutually established by CEG and EDFI at the time of an advance. CEG, at its option, may waive such notice requirements as to any prepayment.
6. *Use of Proceeds.* In order to provide financial assurance, any advance may be used by a Subsidiary Licensee only to meet its approved Operating Expenses and NRC Requirements, including payments for nuclear property damage insurance and a retrospective premium pursuant to Title 10, Part 140, Section 21 of the Code of Federal Regulations (10 CFR 140.21).
7. *No Guarantee.* This Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by CEG shall be construed as, or deemed to constitute, a direct or indirect guarantee by CEG to any person of the payment of the Operating Expenses or of any liability or obligation of any kind or character whatsoever of the Subsidiary Licensees. This Agreement may, however, be relied upon by the NRC in determining the financial qualifications of each Subsidiary Licensee to hold the operating license for a Facility.
8. *Waivers.* CEG hereby waives any failure or delay on the part of the Subsidiary Licensees in asserting or enforcing any of their rights or in making any claims or demands hereunder.
9. *Amendments and Termination.* This Agreement may not be amended or modified at any time without 30 calendar days prior written notice to the NRC. This Agreement shall terminate at such time as CEG is no longer the direct or indirect owner of any of the shares or other ownership interests in a Subsidiary Licensee. This Agreement shall also terminate with respect to the Operating Expenses and NRC Requirements applicable to a Facility whenever such Facility permanently ceases commercial operations and

**ATTACHMENT (2)**  
**DRAFT CEG SUPPORT AGREEMENT**

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certification is made as to the permanent removal of fuel from the reactor vessel; provided, however, that this Agreement may be extended for successive periods of two years each upon the mutual agreement of the parties.

10. *Successors.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
11. *Third Parties.* Except as expressly provided in Sections 3 and 6 with respect to the NRC, this Agreement is not intended for the benefit of any person other than the parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.
12. *Other Financial Support Arrangements.* This Agreement supersedes any other support arrangement relating to NRC requirements, if any exists prior to the date hereof, between CEG and a Subsidiary Licensee to provide funding when necessary to pay Operating Expenses and meet NRC Requirements for the Facilities, and any such other financial support arrangement is hereby voided, revoked and rescinded. Accordingly, the total available funding provided for in this Support Agreement shall be limited as set forth in Section 1 herein and shall not be cumulative with any other financial support arrangement for purposes of meeting NRC Requirements. For avoidance of doubt, the parties agree that this section does not apply to financial guarantees or commitments made to third parties, even where such agreements may relate to compliance with NRC requirements.
13. *Governing Law.* This Agreement shall be governed by the laws of the State of Maryland.
14. *Dispute Resolution.* In the event of any dispute arising out of or in connection with this Support Agreement, executives of CEG and the Subsidiary Licensee will exercise good faith efforts to resolve the dispute in a timely manner. In the event that the executives of CEG and the Subsidiary Licensee are unable to reach a resolution, the dispute, including any dispute regarding the existence, termination or validity of this Support Agreement, each Party shall have the right to have recourse to and shall be bound by the pre-arbitral referee procedure of the applicable rules of the American Arbitration Association. All disputes arising out of or in connection with this Support Agreement (including as to existence, termination and validity) shall be finally settled under the applicable rules of the American Arbitration Association (the "Rules") by three arbitrators appointed in accordance with said Rules. The place of the pre-arbitral referee procedure and of the arbitration procedure shall be Baltimore, Maryland, United States of America. The proceedings before the arbitral tribunal (including with respect to the Pre-Arbitral

**ATTACHMENT (2)**  
**DRAFT CEG SUPPORT AGREEMENT**

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Referee Procedure) shall be governed by the Rules. The rules of law to be applied by the arbitral tribunal to the merits of the dispute shall be the rules of law of the State of Maryland. The language of the arbitration shall be English. Evidence shall be provided in English and pleadings shall be done in English. The arbitral tribunal shall render its decision within six months from the date of signature of the terms of reference. Any decision or award of the arbitral tribunal shall be final and binding upon the parties to the arbitration proceeding. The parties waive to the extent permitted by applicable law any rights to appeal or to review of such award by any court or tribunal. The parties agree that the arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**ACKNOWLEDGED AND AGREED**

Constellation Energy Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Nine Mile Point Nuclear Station, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Calvert Cliffs Nuclear Power Plant, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

R. E. Ginna Nuclear Power Plant, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT (3)**

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**SUBSTITUTE ATTACHMENT (7), PAGE 4 TO CONSTELLATION  
ENERGY GROUP LETTER DATED JANUARY 22, 2009.**

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**ATTACHMENT (7)**

**GENERAL CORPORATE INFORMATION REGARDING CEG AND EDF COMPANIES**

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<b>NAME:</b>	Constellation Energy Nuclear Group, LLC (post-transaction)
<b>STATE OF INCORPORATION &amp; CORPORATE FORM:</b>	Maryland (may change to Delaware)  Limited Liability Company
<b>BUSINESS ADDRESS:</b>	100 Constellation Way, Suite 1800P Baltimore, Maryland, 21202
<b>DIRECTORS OR MANAGEMENT COMMITTEE:</b>	Michael J. Wallace, Chairman Henry B. Barron Charles Berardesco Jonathan Thayer George Vanderheyden Jean-Pierre Benqué, * Vice Chairman Jean-Paul Palma * Jacques Sacreste * Stephane Ramon * Jacques Regaldo *
<b>EXECUTIVE PERSONNEL</b>	Henry B. Barron - President, Chief Executive Officer and Chief Nuclear Officer Steven L. Miller - Senior Vice President, General Counsel and Secretary Stephen A. Mormann - Vice President – Financial Services and Treasurer

\* Citizen of France