**Enclosure 2**

**Calvert Cliffs Nuclear Power Plant, Unit 3,**
**COLA Part 1, General Information**
**Page Markups**

**(NON- PROPRIETARY)**

Public Version

# Calvert Cliffs Nuclear Power Plant Unit 3

## Combined License Application

### Part 1: General Information

This COLA Part is completely Site Specific

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# 1.0 GENERAL INFORMATION

This part of the Combined License (COL) Application for the Calvert Cliffs Nuclear Power Plant Unit 3 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.


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## 1.1 APPLICANTS

The co-applicants for the Calvert Cliffs Nuclear Power Plant (CCNPP) Unit 3 are Calvert Cliffs 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:

Calvert Cliffs 3 Nuclear Project, LLC.
750 East Pratt Street
Baltimore, MD 21202

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

The principal business location for UniStar Nuclear Operating Services, LLC is 750 East Pratt Street, Baltimore, MD 21202. The principal business location for Calvert Cliffs 3 Nuclear Project, LLC is the Calvert Cliffs Nuclear Power Plant site located at or near 1650 Calvert Cliffs Parkway, Lusby, MD 20657.

### 1.1.1 DESCRIPTION OF BUSINESS OR OPERATION

#### 1.1.1.1 Calvert Cliffs 3 Nuclear Project, LLC

Calvert Cliffs 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~~Constellation Nuclear, LLC) of Constellation Energy Group, Inc. EDF Development is an indirect subsidiary of (through EDF International, SA) of Électricité de France, SA.

Calvert Cliffs 3 Nuclear Project has been formed to be a licensee and owner of Calvert Cliffs Unit 3 in the United States. The principal offices of Calvert Cliffs 3 Nuclear Project are located in Baltimore, Maryland. Calvert Cliffs 3 Nuclear Project is organized under the laws of the State of Delaware pursuant to the Limited Liability Company Agreement of Calvert Cliffs 3 Nuclear Project, LLC dated March 10, 2008, by UniStar Project Holdings, LLC. Calvert Cliffs 3 Nuclear Project will be one of the licensees and will own CCNPP Unit 3.

#### 1.1.1.2 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~~Constellation Nuclear) of Constellation Energy Group. EDF Development is an indirect subsidiary of ~~(through EDF International)~~ of Électricité de France (through EDF International).

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 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


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Holdings, LLC, the predecessor to UniStar Nuclear Holdings. UniStar Nuclear Operating Services will be one of the licensees and will operate CCNPP Unit 3.

## 1.1.2 ORGANIZATION AND MANAGEMENT

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

### 1.1.2.1 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~~citizen of Canada)
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.


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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.

| Name | Title | Address |
|---|---|---|
| Mayo A. Shattuck III | President, CEO, and Chairman of the Board | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Michael J. Wallace | Vice Chairman of the Board and Executive Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| John R. Collins | Chief Financial Officer and Executive Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Thomas F. Brady | Executive Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| James L. Connaughton | Executive Vice President, Corporate Affairs, Public and Environmental Policy | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Paul J. Allen | Senior Vice President, Corporate Affairs, and Chief Environmental Officer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Kenneth W. DeFontes | Senior Vice President | 2 Center Plaza<br>110 W. Fayette Street<br>Baltimore, MD 21202 |
| Brenda Boultwood | Senior Vice President and Chief Risk Officer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| George Persky | Senior Vice President | 111 Market Place<br>Baltimore, MD 21202 |
| Shon J. Manasco | Senior Vice President and Chief Human Resource Officer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Andrew L. Good | Senior Vice President | 111 Market Place<br>Baltimore, MD 21202 |
| Kathleen W. Hyle | Senior Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Henry B. Barron | Executive Vice President | 111 Market Place<br>Baltimore, MD 21202 |
| Thomas E. Ruszin, Jr. | Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Edward J. Stolz | Vice President, Tax | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Sean J. Klein | Assistant Secretary | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Reese K. Feuerman | Vice President and Corporate Controller | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Charles A. Berardesco | Vice President, Secretary, and General Counsel | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Jonathan W. Thayer | Vice President and Managing Director Corporate Strategy | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Gabrielle M. Melka | Vice President Corporate Audit | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Kevin W. Hadlock | Vice President Investor Relations | 750 East Pratt Street<br>Baltimore, MD 21202 |


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| Name | Title | Address |
|---|---|---|
| Robert L. Gould | Vice President Corporate Communications | 111 Market Place<br>Baltimore, MD 21202 |
| Randall E. Hartman | Assistant Controller | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Mark J. Kunkel | Assistant Controller | 750 East Pratt Street<br>Baltimore, MD 21202 |

### 1.1.2.2 ~~Constellation Energy Nuclear Group~~Constellation Nuclear, LLC

The ~~Constellation Energy Nuclear Group~~Constellation Nuclear companies own and operate Constellation Energy Group's fleet of nuclear generating plants. The principal offices of ~~Constellation Energy Nuclear Group~~Constellation Nuclear 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~~Constellation Nuclear 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~~100 Constellation Way, Suite 1800P, 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~~Constellation Nuclear ~~,~~is Mr. ~~Michael J. Wallace~~Henry B. Barron, who 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~~Constellation Nuclear and determine their responsibilities and duties.

The President and ~~Chief Executive Officer (CEO)~~Chief Nuclear Officer 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~~Constellation Nuclear~~, all of whom~~ are U.S. citizens, and are as follows.

| Name | Title | Address |
|---|---|---|
| Henry B. Barron | President and ~~CEO~~Chief Nuclear Officer | ~~750 East Pratt Street Baltimore, MD 21202~~111 Market Place<br>Baltimore, MD 21202 |
| Kathleen Hyle | Senior Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Joseph C. Turnage | Senior Vice President | 111 Market Place<br>Baltimore, MD 21202 |
| George Vanderheyden | Senior Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |


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| Name | Title | Address |
|---|---|---|
| John Carlin | Vice President | 1503 Lake Road<br>Ontario, NY 14519 |
| James A. Spina | Vice President | 1650 Calvert Cliffs Parkway<br>Lusby, MD 20657 |
| James K. Walkington | Vice President and Chief Financial Officer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Stephen A. Mormann | Treasurer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Steven L. Miller | Vice President, General Counsel and Secretary | 750 East Pratt Street,<br>Baltimore, MD 21202 |
| Charles A. Berardesco | Assistant Secretary | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Christopher J. Budzynski | Assistant Treasurer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Frederick A. Schacknies | Assistant Treasurer | 750 East Pratt Street<br>Baltimore, MD 21202 |

#### 1.1.2.3 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~~Constellation Nuclear. 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~~Constellation Nuclear is discussed in Section ~~1.1.3.2~~1.1.2.2.

#### 1.1.2.4 Calvert Land Corporation

Calvert Land Corporation is owned by Calvert Cliffs Nuclear Power Plant, Inc. (91%) and Calvert Cliffs 3 Nuclear Project, LLC (9%). The business and affairs of Calvert Land Corporation are and will be managed under the direction of a Board of Directors, currently consisting of two directors. Their address is 750 East Pratt Street, Baltimore, MD 21202.

The directors of Calvert Land Corporation, all of whom are U.S citizens (except as noted), are as follows.

Steven L. Miller
Charles A. Berardesco

The President, who is a U.S. citizen, is selected by the Board of Directors. The CEO is the senior executive responsible for Calvert Land Corporation day-to-day operations.

The Board of Directors is authorized to appoint Officers for the conduct of the business of Calvert Land Corporation and determine their responsibilities and duties.


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The names, titles, and addresses of the principal executives and officers of Calvert Land Corporation, all of whom are U.S. citizens except as noted, are as follows.

| Name | Title | Address |
|---|---|---|
| Henry B. Barron | President | ~~750 East Pratt Street Baltimore, MD 21202~~111 Market Place Baltimore, MD 21202 |
| James A. Spina | Vice President | 1650 Calvert Cliffs Parkway Lusby, MD 20657 |
| Thomas E. Roberts | Vice President | 750 East Pratt Street Baltimore, MD 21202 |
| Stephen A. Mormann | Vice President and Treasurer | 111 Market Place Baltimore, MD 21202 |
| Steven L. Miller | Secretary | 750 East Pratt Street Baltimore, MD 21202 |
| Carey W. Fleming | Assistant Secretary | 750 East Pratt Street Baltimore, MD 21202 |
| Charles A. Berardesco | Assistant Secretary | 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 |

### 1.1.2.5 ~~Calvert Cliffs Nuclear Power Plant, Inc.~~

~~The business and affairs of Calvert Cliffs Nuclear Power Plant, Inc. are and will be managed under the direction of a Board of Directors, currently consisting of two directors. The Chairman of the Board is Henry B. Barron. Mr. Barron 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. The Chairman chairs the meetings of the Board of Directors.~~

~~The other directors of Calvert Cliffs Nuclear Power Plant, all of whom are U.S citizens (except as noted), are as follows.~~

- ~~Michael J. Wallace~~
- ~~James A. Spina~~

~~The President and CEO, who is a U.S. citizen, is selected by the Board of Directors. Mr. Spina is the senior executive responsible for day-to-day operations of Calvert Cliffs Nuclear Power Plant Units 1 and 2.~~

~~The Board of Directors is authorized to appoint Officers for the conduct of the business of Calvert Cliffs Nuclear Power Plant and determine their responsibilities and duties.~~


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~~The names, titles, and addresses of the principal executives and officers of Calvert Cliffs Nuclear Power Plant, all of whom are U.S. citizens except as noted, are as follows.~~

| ~~Name~~ | ~~Title~~ | ~~Address~~ |
|---|---|---|
| ~~Henry B. Barron~~ | ~~President~~ | ~~750 East Pratt Street Baltimore, MD 21202~~ |
| ~~James A. Spina~~ | ~~Vice President~~ | ~~750 East Pratt Street Baltimore, MD 21202~~ |
| ~~Stephen A. Mormann~~ | ~~Vice President~~ | ~~111 Market Place Baltimore, MD 21202~~ |
| ~~Steven L. Miller~~ | ~~Secretary~~ | ~~750 East Pratt Street Baltimore, MD 21202~~ |
| ~~Carey W. Fleming~~ | ~~Assistant Secretary~~ | ~~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~~ |
| ~~Charles A. Berardesco~~ | ~~Assistant Secretary~~ | ~~750 East Pratt Street Baltimore, MD 21202~~ |

### 1.1.2.6 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 French 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~~Henri Proglio. Mr. ~~Gadonneix~~Proglio 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~~Mireille Faugère (citizen of France)
~~Andre Aurengo~~Philippe Crouzet (citizen of France)
~~Bruno Bezard~~ Michael Jay (citizen of France)
~~Gerard Errera~~ Bruno Lafont (citizen of France)
~~Yannick d'Escatha~~ Pierre Mariani (citizen of France)


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~~Phillippe Josse~~ Pierre-Marie Abadie (citizen of France)
~~Frank Dangeard~~ Bruno Bèzard (citizen of France)
~~Daniel Foundoulis~~ Yannick d'Escatha (citizen of France)
~~Claude Moreau~~ Phillip Josse (citizen of France)
~~Henri Proglio~~ Pierre Sellal (citizen of France)
~~Bruno Lafont~~ Philippe Van de Maele (citizen of France)
~~Jacky Chorin~~ Christine Chabauty (citizen of France)
~~Marie-Catherine Daguerre~~Alexandre Grillat (citizen of France)
~~Alexandre Grillat~~ Phillipe Maissa (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~~Henri Proglio | Chief Executive Officer | 22-30, avenue de Wagram<br>75382 Paris Cedex 08 (France) | ~~Dual citizenship – United States and~~ France |
| Philippe Lederer | Senior Executive Vice President | 22-30, avenue de Wagram<br>75382 Paris Cedex 08 (France) | France |
| Daniel Camus | Chief Financial Officer | 22-30, avenue de Wagram<br>75382 Paris Cedex 08 (France) | France |
| Dominique Lagarde | Chief Human Resource and Communications Officer | 22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France) | France |
| Jean-Louis Mathias | Chief Operating Officer | 22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France) | France |
| Jean-Pierre Benque | Senior Executive Vice President | Tour EDF, 20 Place de La Défense<br>92050 Paris La Défense Cedex (France) | France |
| Bernard Dupraz | Senior Executive Vice President | Cap Ampère<br>1 Place Pleyel<br>93200 Saint Denis (France) | France |
| Marianne Laigneau | General Secretary and Chief Legal Officer | 22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France) | France |
| Bruno Lescoeur | Senior Executive Vice President | 22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France) | France |
| Umberto Quadrino | Edison, CEO | Foro Buonaparte, 31<br>20121 Milan (Italy) | Italy |
| Vincent de Rivaz | EDF Energy, President of Executive Board | 40 Grosvenor Place, Victoria<br>London SW1X 7EN (United Kingdom)) | France |
| Hans-Peter Villis | EnBW, President of Executive Board | Durlacher Allee 93<br>76131 Karlsruhe (Germany) | Germany |
| Gèrard Wolf | Senior Executive Vice President | 22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France) | France |
| Philippe Huet | Senior Executive Vice President | 22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France) | France |
| Anne Le Lorier | Senior Executive Vice President | 22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France) | France |


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### 1.1.2.7 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~~for the international activities of Électricité de France, SA. The principal business activities of EDF International are investment and management of holdings in any and all entities business related to electric power, including: acquisition, construction, operation or transfer of assets in the energy sector; and purchase or sale of capacity in any type of energy infrastructure.

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).~~ The registered business address for EDF International is: 20 Place de La Défense, Tour EDF, 92050 Paris La Défense Cedex (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~~ Chief Executive Officer and President of the Board | 22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France) | France |
| Marc Guy Pascal Boudier | ~~Managing Director and Director~~Deputy General Manager | Tour EDF, 20 Place de La Défense<br>92050 Paris La Défense Cedex (France) | France |
| ~~Philippe Jean-Marie Roblique~~ | ~~Director~~ | ~~9 Square Lavoisier<br>78330 Fontenay Le Fleury (France)~~ | ~~France~~ |
| ~~Paul Godin~~ | ~~Director~~ | ~~2 Allée des Chênes<br>78430 Louveciennes (France)~~ | ~~France~~ |
| ~~Pierre Chazerain~~Guillaume de Forceville | ~~Managing Director~~Chief Executive Officer and Deputy General Manager | Tour EDF, 20 Place de La Défense<br>92050 Paris La Défense Cedex (France) | France |
| ~~Bruno Lescoeur~~ | ~~Managing Director and Director~~ | ~~22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France)~~ | ~~France~~ |
| ~~Anne Nathalie Le Lorier~~ | ~~Director~~ | ~~22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France)~~ | ~~France~~ |
| ~~Marianne Laigneau~~ | ~~Director~~ | ~~22-30 avenue de Wagram<br>75832 Paris Cedex 08 (France)~~ | ~~France~~ |


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| Name | Title | Address | Citizenship |
|---|---|---|---|
| Gérard Wolf | ~~Director~~Chief Executive Officer and General Manager | 22-30 avenue de Wagram 75832 Paris Cedex 08 (France) | France |
| Bruno Rossi | Supervising French Authority Representative | 22-30 avenue de Wagram 75832 Paris Cedex 08 (France) | France |
| Anne Collas-Thiebault | Corporate Secretary | 22-30 avenue de Wagram 75832 Paris Cedex 08 (France) | France |

~~Other Officers and Executives:~~

~~Didier Lamethe (Secretary General, EDF International, SA)~~

### 1.1.2.8 EDF ~~Development~~, Inc.

EDF's participation ~~(through EDF International)~~ in UniStar Nuclear Energy is through its subsidiary, EDF, Inc.~~Development~~, a Delaware corporation. The business and affairs of EDF, Inc.~~Development~~ are managed by its Board of Directors. The EDF, Inc.~~'s~~ Board of Directors is made up of 45 members. The President of the Board is Mr. ~~Paul Amoravain~~Jean-Pierre Benqué. Mr. ~~Amoravain~~Benqué is a citizen of France. His address is: ~~Tour EDF, 20 Place de La Défense, 92050 Paris La Défense Cedex (France)~~1300 I Street NW, Suite 300, Washington DC 20005.

Other directors of EDF, Inc.~~Development~~ are:

Jean-Paul ~~Palama~~Palma (citizen of France)
Marc Kugler (citizen of France)
Guillaume de Forceville (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, Inc.~~Development~~ are as follows:

| Name | Title | Address | Citizenship |
|---|---|---|---|
| ~~Paul Amoravain~~Jean-Pierre Benqué | President | ~~Tour EDF, 20 Place de La Défense 92050 Paris La Défense Cedex (France)~~1300 I Street NW, Suite 300, Washington DC 20005 | France |
| Alexander Daniels | Secretary and Legal Vice President | 1300 I Street NW, Suite 300, Washington DC 20005 | New Zealand |
| Marc Kugler | Vice President | 1300 I Street NW, Suite 300, Washington DC 20005 | France |
| Guillaume de Forceville | Vice President and Treasurer | Tour EDF, 20 Place de La Défense 92050 Paris La Défense Cedex (France) | France |
| Corinne Delaye | Vice President, Finance | 1300 I Street NW, Suite 300, Washington DC 20005 | France |
| Michael Maschi | Vice President, Nuclear | 1300 I Street NW, Suite 300, Washington DC 20005 | France |
| Daniel Leroy | Vice President, Fuel Procurement and Canada Business Development | 1300 I Street NW, Suite 300, Washington DC 20005 | France |


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| Name | Title | Address | Citizenship |
|---|---|---|---|
| John Morris | Vice President, Strategy | 1300 I Street NW, Suite 300, Washington DC 20005 | United Kingdom |
| Jean-Paul Palma | Vice President | Tour EDF, 20 Place de La Défense 92050 Paris La Défense Cedex (France) | France |
| Jacques Sacreste | Vice President | Tour EDF, 20 Place de La Défense 92050 Paris La Défense Cedex (France) | France |
| Adja Ba | Assistant Secretary | 1300 I Street NW, Suite 300, Washington DC 20005 | Senegal |

### 1.1.2.9 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~~Constellation Nuclear (four members) and EDF Development (four members). According to the agreement establishing UniStar Nuclear Energy, all directors appointed by ~~Constellation Energy Nuclear Group~~Constellation Nuclear 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~~Constellation Nuclear.

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

Michael Wallace
George Vanderheyden
Steven L. Miller
Kathleen Hyle
Jean Pierre Benqué (citizen of France)
Stephane Ramon (citizen of France)
Bernard Salha (citizen of France)
Gilles Zask (citizen of France)
Jacques Sacreste (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~~Constellation Nuclear. 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~~Constellation Nuclear.


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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<br>Baltimore, MD 21202 |
| Kathleen Hyle | Chief Financial Officer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Steven Miller | Secretary | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Jean-Pierre West (citizen of United Kingdom and France) | Executive Vice-president | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Patrick Blandin (citizen of France) | Finance Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Christopher Colbert | Senior Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Eric de Fraguier (citizen of France) | Senior Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Kent Miller | Controller | 750 East Pratt Street<br>Baltimore, MD 21202 |

### 1.1.2.10 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 two 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 other director is George Vanderheyden. Mr. Vanderheyden 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 the UniStar Nuclear Energy 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 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<br>Baltimore, MD 21202 |
| Kathleen Hyle | Vice President and Chief Financial Officer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Steven Miller | Vice President and Secretary | 750 East Pratt Street<br>Baltimore, MD 21202 |

### 1.1.2.11 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 two directors. The Chairman of the Board is Mr. Michael Wallace. Mr. Wallace is a U.S. citizen. His address is 750 East Pratt Street,


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Baltimore, MD 21202. The other director is George Vanderheyden. Mr. Vanderheyden 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 the UniStar Nuclear 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 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<br>Baltimore, MD 21202 |
| Kathleen Hyle | Vice President and Chief Financial Officer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Steven Miller | Vice President and Secretary | 750 East Pratt Street<br>Baltimore, MD 21202 |

### 1.1.2.12 Calvert Cliffs 3 Nuclear Project, LLC

The business and affairs of Calvert Cliffs 3 Nuclear Project are and will be managed under the direction of a Board of Directors, currently consisting of seven 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 Calvert Cliffs 3 Nuclear Project and determine their responsibilities and duties.

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

Christopher Colbert
Patrick Blandin (citizen of France)
Didier C. Marchand (citizen of France)
~~Carter A. Lawson~~
Edward P. Jarmas

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


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The names, titles, and addresses of the principal executives and officers of Calvert Cliffs 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<br>Baltimore, MD 21202 |
| Didier C. Marchand (citizen of France) | Senior Vice President | 750 East Pratt Street<br>Baltimore, MD 21202 |
| ~~Carter A. Lawson~~ | ~~Secretary~~ | ~~750 East Pratt Street~~<br>~~Baltimore, MD 21202~~ |
| Edward P. Jarmas | General Manager | 750 East Pratt Street<br>Baltimore, MD 21202 |

#### 1.1.2.13 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 two 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 other director is George Vanderheyden. Mr. Vanderheyden 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 the UniStar Nuclear 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 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<br>Baltimore, MD 21202 |
| Kathleen Hyle | Vice President and Chief Financial Officer | 750 East Pratt Street<br>Baltimore, MD 21202 |
| Steven Miller | Vice President and Secretary | 750 East Pratt Street,<br>Baltimore, MD 21202 |

### 1.1.3 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 CCNPP site, located near Lusby, Maryland. 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 CCNPP Unit 3 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).


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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 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~~projected date for the completion of construction of CCNPP Unit 3 is ~~July 15, 2015~~December 31, 2017.

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

Maryland Public Service Commission
6 St. Paul Street, 16th floor
Baltimore, MD 21202

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:

Calvert Independent Newspaper
P.O. Box 910
Prince Frederick, MD 20678

Calvert County Recorder
P.O. Box 485
Prince Frederick, MD 20678

Enterprise Newspaper
P.O. Box 700
Lexington Park, MD 20653


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## 1.2 FINANCIAL QUALIFICATION

As shown on 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.

Current and historical financial information regarding Constellation Energy Group and its subsidiaries is provided to the Securities and Exchange Commission (SEC) and is available at http://www.constellation.com/. Similarly, EDF's participation in the applicant organizations demonstrates a strong financial ability to support the project. Current and historical financial information regarding EDF and its subsidiaries is available at http://www.edf.com/. 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 CCNPP Unit 3 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 Calvert Cliffs 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 CCNPP Unit 3 project. In addition, to provide for the daily cash needs of Calvert Cliffs 3 Nuclear Project and UniStar Nuclear Operating Services for the CCNPP Unit 3 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 CCNPP Unit 3. Table 1.0-3 provides the total project cost estimated for CCNPP Unit 3. Projected income statement sensitivity evaluations are provided, for CCNPP Unit 3, in Tables 1.0-4 through 1.0-9.

The projected income statements and operating cash flows for CCNPP Unit 3 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 CCNPP Unit 3 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

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


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the financing of CCNPP Unit 3 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, 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.


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## 1.3 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 Calvert Cliffs 3 Nuclear Project, the owner-licensee for CCNPP Unit 3) has a viable plan to ensure that funds will be available to decommission CCNPP Unit 3, 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).

### 1.3.1 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 CCNPP Unit 3, 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 $376 million assuming the disposition of LLRW by waste vendors for the decommissioning of CCNPP Unit 3.

Therefore, Calvert Cliffs 3 Nuclear Project, the owner-licensee, certifies that financial assurance for decommissioning CCNPP Unit 3 will be provided in the amount of at least $376 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.

### 1.3.2 DECOMMISSIONING FUND

Calvert Cliffs 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


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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 CCNPP Unit 3 in the event of default by Calvert Cliffs 3 Nuclear Project. With respect to the external sinking fund, Calvert Cliffs 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 CCNPP Unit 3 in accordance with the schedule in 10 CFR 50.75(e)(3) (CFR, 2007j).

Accordingly, Calvert Cliffs 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 CCNPP Unit 3 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). Calvert Cliffs 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 CCNPP Unit 3 to the completion of decommissioning and termination of the license.

The parent company guarantee and/or letter of credit method adopted by Calvert Cliffs 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 Calvert Cliffs 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 CCNPP Unit 3 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, Calvert Cliffs 3 Nuclear Project intends that the parent company guarantee documentation will contain, but not be limited to, the following attributes:

- 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).


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- The parent company guarantee will remain in force unless the guarantor sends notice of cancellation by certified mail to Calvert Cliffs 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 Calvert Cliffs 3 Nuclear Project, and the NRC, as evidenced by return receipts.

- Within 90 days after receipt by Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs 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.

Calvert Cliffs 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 Calvert Cliffs 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, Calvert Cliffs 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.

  - 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:


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- 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.

- Calvert Cliffs 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 CCNPP Unit 3, 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 CCNPP Unit 3, the applicable executed copy of the trust agreement for the external sinking fund will also be submitted to the NRC.

### 1.3.3 DECOMMISSIONING COSTS AND FUNDING – STATUS REPORTING

In accordance with 10 CFR 50.75(e) (CFR, 2007j), Calvert Cliffs 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), Calvert Cliffs 3 Nuclear Project will periodically report on the status of decommissioning funding for CCNPP Unit 3. 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 Calvert Cliffs 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 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.


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In addition, after the initial financial test for the parent company guarantee(s) and/or letter(s) of credit, 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, Calvert Cliffs 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.

### 1.3.4 RECORDKEEPING PLANS RELATED TO DECOMMISSIONING FUNDING

In accordance with 10 CFR 50.75(g) (CFR, 2007j), Calvert Cliffs 3 Nuclear Project will retain records, until the termination of the license, of information important to the safe and effective decommissioning of CCNPP Unit 3. 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.

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.


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## 1.4 FOREIGN OWNERSHIP, CONTROL, OR DOMINATION

Calvert Cliffs 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 Calvert Cliffs 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, Calvert Cliffs 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~~Constellation Nuclear (four members) and EDF Development (four members). According to the agreement establishing UniStar Nuclear Energy, all directors appointed by ~~Constellation Energy Nuclear Group~~Constellation Nuclear 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~~Constellation Nuclear and may only be removed by ~~Constellation Energy Nuclear Group~~Constellation Nuclear.

Each of the Chairman of the Board of Directors of Constellation Energy Group, ~~Constellation Energy Nuclear Group~~Constellation Nuclear, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Calvert Cliffs 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~~Constellation Nuclear. 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 Nuclear, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Calvert Cliffs 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.

In addition, controls are being established to ensure any director or officer of Constellation Energy Group, ~~Constellation Energy Nuclear Group~~Constellation Nuclear, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Calvert Cliffs 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


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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 Nuclear, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Calvert Cliffs 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~~Constellation Nuclear, which is a member 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 EDF controls approximately 8.52% of the voting stock of Constellation Energy Group.~~are not aware of any other alien, foreign corporation, or foreign government that holds more than 5% of the securities of Constellation Energy Group

~~The Applicants are 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 Nuclear, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Calvert Cliffs 3 Nuclear Project, or UniStar Nuclear Operating Services following the issuance of the combined license.

The United States Department of the Treasury, Committee on Foreign Investment in the United States (CFIUS), has reviewed and investigated the proposed financial transaction involving


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Constellation Energy Group, Inc. and Électricité de France (SA), whereby EDF Development, Inc., a subsidiary of Électricité de France (SA), would acquire a 49.99% interest in Constellation Energy Nuclear Group, LLC, which is a parent entity for the five existing Constellation operating units. As noted in their notification letter (CFIUS Case 09-02), it was concluded based on their review and investigation, and after full consideration of all national security factors, that there are no unresolved national security concerns associated with the transaction.

~~Further, due to the limited number of voting rights available in EDF, it is concluded that EDF does 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, Calvert Cliffs 3 Nuclear Project, or UniStar Nuclear Operating Services following the issuance of the combined license.~~

Based on the above, Calvert Cliffs 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.


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## 1.5 RESTRICTED DATA AND CLASSIFIED NATIONAL SECURITY INFORMATION

The combined license application for CCNPP Unit 3 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 Nuclear, Constellation New Nuclear, UniStar Nuclear Energy, UniStar Nuclear Holdings, UniStar Project Holdings, Calvert Cliffs 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).


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## 1.6 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.

**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—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Income Statement [a]
## Base Case

| ($ Millions) | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Market | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Revenues | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Expenses | | | | | |
| Nuclear Fuel[b] | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Non-Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Refueling Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| Property Taxes | [ ] | [ ] | [ ] | [ ] | [ ] |
| Decommissioning Expenses[c] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Depreciation | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Operating Expense | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Other income/(expense) | | | | | |
| Interest expense[d] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Interest income[e] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total other income/(expense) | [ ] | [ ] | [ ] | [ ] | [ ] |
| Pretax Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Income Taxes[f] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Net Income After-Tax | [ ] | [ ] | [ ] | [ ] | [ ] |

Footnotes

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
d. Includes interest expense and the amortization of debt fees.
e. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
f. Income taxes are net of Production Tax Credits (estimated at [ ]) and Generation Qualified Production Deductions.


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## Table 1.0-2—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Statement of Operating Cash Flow

| ($ Millions) | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Market | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Revenues | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Costs | | | | | |
| 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 | [ ] | [ ] | [ ] | [ ] | [ ] |

Footnotes

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—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Project Cost

| ($ Millions) | 12/31/2017[a] |
|---|---|
| Uses: | |
| Plant Cost | [ ] |
| Transmission | [ ] |
| Initial Fuel Load | [ ] |
| Interest During Construction (capitalized) | [ ] |
| Other Financing Charges[b] | [ ] |
| Total Capital Project Cost | [ ] |
| | |
| Sources: | |
| Debt | [ ] |
| Equity | [ ] |
| Total Capital Project Cost | [ ] |

Footnotes

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—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Income Statement[a] Sensitivity Cost of Borrowing Increased 200 Basis Points

| ($ Millions) | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Market | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Revenues | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Expenses | | | | | |
| Nuclear Fuel[b] | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Non-Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Refueling Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| Property Taxes | [ ] | [ ] | [ ] | [ ] | [ ] |
| Decommissioning Expenses[c] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Depreciation | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Operating Expense | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Other income/(expense) | | | | | |
| Interest expense[d] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Interest income[e] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total other income/(expense) | [ ] | [ ] | [ ] | [ ] | [ ] |
| Pretax Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Income Taxes[f] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Net Income After-Tax | [ ] | [ ] | [ ] | [ ] | [ ] |

Footnotes

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
d. Includes interest expense and the amortization of debt fees.
e. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
f. Income taxes are net of Production Tax Credits (estimated at [ ]) and Generation Qualified Production Deductions.


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## Table 1.0-5—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Income Statement[a] Sensitivity, 10% Reduction in Projected Market Prices

| ($ Millions) | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Market | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Revenues | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Expenses | | | | | |
| Nuclear Fuel[b] | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Non-Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Refueling Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| Property Taxes | [ ] | [ ] | [ ] | [ ] | [ ] |
| Decommissioning Expenses[c] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Depreciation | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Operating Expense | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Other income/(expense) | | | | | |
| Interest expense[d] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Interest income[e] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total other income/(expense) | [ ] | [ ] | [ ] | [ ] | [ ] |
| Pretax Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Income Taxes[f] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Net Income After-Tax | [ ] | [ ] | [ ] | [ ] | [ ] |

Footnotes

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
d. Includes interest expense and the amortization of debt fees.
e. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
f. Income taxes are net of Production Tax Credits (estimated at [ ]) and Generation Qualified Deductions


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## Table 1.0-6—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Income Statement[a] Sensitivity, 10% Reduction in Capacity Factor

| ($ Millions) | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Market | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Revenues | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Expenses | | | | | |
| Nuclear Fuel[b] | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Non-Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Refueling Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| Property Taxes | [ ] | [ ] | [ ] | [ ] | [ ] |
| Decommissioning Expenses[c] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Depreciation | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Operating Expense | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Other income/(expense) | | | | | |
| Interest expense[d] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Interest income[e] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total other income/(expense) | [ ] | [ ] | [ ] | [ ] | [ ] |
| Pretax Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Income Taxes[f] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Net Income After-Tax | [ ] | [ ] | [ ] | [ ] | [ ] |

Footnotes

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
d. Includes interest expense and the amortization of debt fees.
e. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
f. Income taxes are net of Production Tax Credits (estimated at [ ]) and Generation Qualified Production Deductions.


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## Table 1.0-7—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Income Statement[a] Sensitivity, No Receipt of Production Tax Credits

| ($ Millions) | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Market | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Revenues | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Expenses | | | | | |
| Nuclear Fuel[b] | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Non-Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Refueling Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| Property Taxes | [ ] | [ ] | [ ] | [ ] | [ ] |
| Decommissioning Expenses[c] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Depreciation | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Operating Expense | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Other income/(expense) | | | | | |
| Interest expense[d] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Interest income[e] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total other income/(expense) | [ ] | [ ] | [ ] | [ ] | [ ] |
| Pretax Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Income Taxes[f] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Net Income After-Tax | [ ] | [ ] | [ ] | [ ] | [ ] |

Footnotes

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
d. Includes interest expense and the amortization of debt fees.
e. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
f. Income taxes are net of Generation Qualified Production Deductions.


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## Table 1.0-8—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Income Statement[a] Sensitivity, 10% Higher Capital Cost

| ($ Millions) | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Market | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Revenues | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Expenses | | | | | |
| Nuclear Fuel[b] | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Non-Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| O&M, Refueling Outage | [ ] | [ ] | [ ] | [ ] | [ ] |
| Property Taxes | [ ] | [ ] | [ ] | [ ] | [ ] |
| Decommissioning Expenses[c] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Depreciation | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total Operating Expense | [ ] | [ ] | [ ] | [ ] | [ ] |
| Operating Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Other income/(expense) | | | | | |
| Interest expense[d] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Interest income[e] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Total other income/(expense) | [ ] | [ ] | [ ] | [ ] | [ ] |
| Pretax Income | [ ] | [ ] | [ ] | [ ] | [ ] |
| Income Taxes[f] | [ ] | [ ] | [ ] | [ ] | [ ] |
| Net Income After-Tax | [ ] | [ ] | [ ] | [ ] | [ ] |

Footnotes

a. Base Case assumes leverage of approximately 80% Debt/20% Equity with an estimated weighted average [ ] interest rate.
b. Includes DOE disposal fees.
c. Includes the amortization and accretion of the Asset Retirement Obligation (ARO) asset and liability, respectively. The ARO is modeled as [ ] the NRC minimum.
d. Includes interest expense and the amortization of debt fees.
e. Includes interest income earned from the decommissioning trust fund, debt service reserve and major maintenance reserve accounts.
f. Income taxes are net of Production Tax Credits (estimated at [ ]) and Generation Qualified Production Deductions.


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## Table 1.0-9—Calvert Cliffs Nuclear Power Plant Unit 3 Projected Income Statement 6-Month 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 tax). Operating costs incurred prior to Commercial Operation Date (COD) are capitalized and financed along with other construction costs.

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

| **($ Millions)** | |
|---|---|
| Total Base Case Capital Cost (from Table 1.0-3) | [ ] |
| Additional Interest on debt (from Table 1.0-3) | |
| ([ ] * [ ] interest rate * 1/2 year) | [ ] |
| Additional Capitalized Operating Costs | |
| (Fixed O&M Cost includes: labor, overhead, property taxes, and insurance) | [ ] |
| Total 6-Month Non-Regulatory Delay Capital Cost | [ ] |

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



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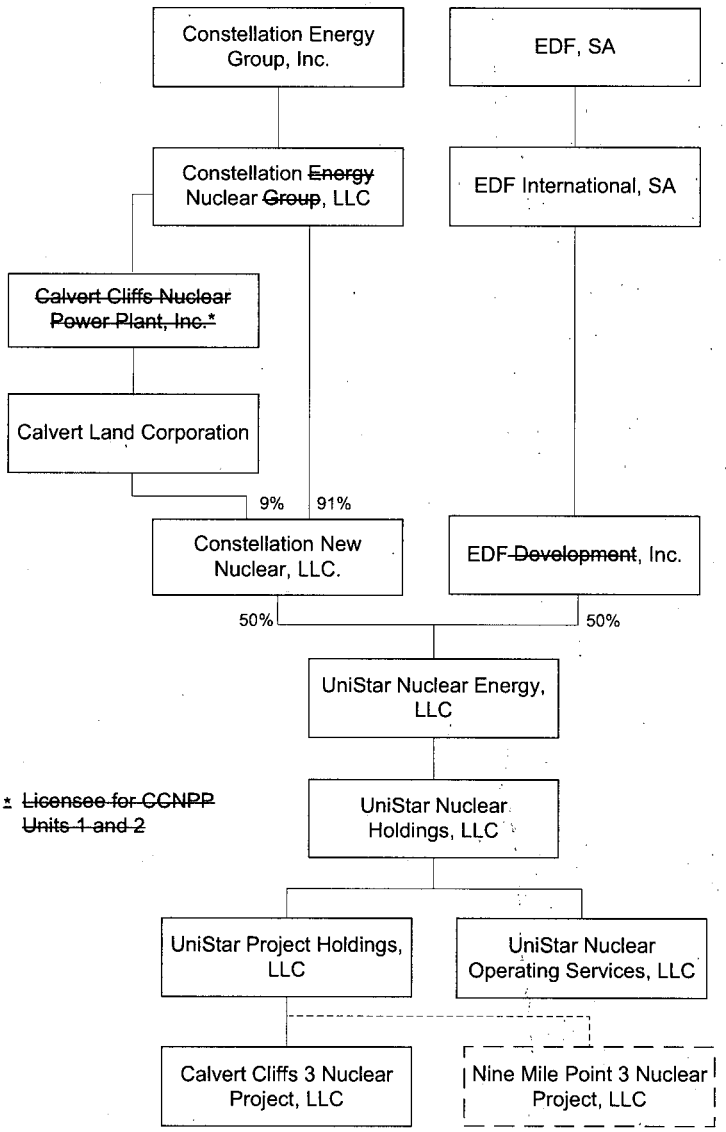
**Figure 1.0-1—Organizational Structure**





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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~~Constellation Nuclear, 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 plant


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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~~Calvert Cliffs 3 Nuclear Project, 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 Calvert Cliffs 3 Nuclear Project, LLC, hereby certify that the following events have occurred:

1. Calvert Cliffs 3 Nuclear Project,LLC has begun the decommissioning of Calvert Cliffs Nuclear Power Plant Unit 3 located at the Calvert Cliffs Nuclear Power Plant site in Lusby, Maryland (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 Calvert Cliffs 3 Nuclear Project,LLC have adopted the attached resolution authorizing the commencement of the decommissioning.

_____
(Authorized Officer)
~~Constellation Energy Nuclear Group~~Calvert Cliffs 3 Nuclear Project,, LLC

_____
Date


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## A–3 EXAMPLE CERTIFICATE OF RESOLUTION — ~~CONSTELLATION ENERGY NUCLEAR GROUP~~CALVERT CLIFFS 3 NUCLEAR PROJECT

I, _____, do hereby certify that I am (Authorized Officer) of Calvert Cliffs 3 Nuclear Project, LLC, a Maryland 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 Calvert Cliffs Nuclear Power Plant Unit 3 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 ACKNOWLEDGEMENT

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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**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, Calvert Cliffs Nuclear Power Plant Unit 3) 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: Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs Nuclear Power Plant Unit 3 as required by 10 CFR Part 50. The decommissioning costs and guarantee amount for which are as follows: $376 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 Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs 3 Nuclear Project, LLC, or make full payment under the guarantee to a standby trust established by Calvert Cliffs 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 Calvert Cliffs 3 Nuclear Project, LLC, unless Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs 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: _____

Calvert Cliffs 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 Calvert Cliffs 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 Calvert Cliffs 3 Nuclear Project, as shown on the signed return receipts. If Calvert Cliffs 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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**Enclosure 4**

**Affidavit**

**Affidavit of Gregory T. Gibson**
(Page 1 of 2)

Gregory T. Gibson, being duly sworn, hereby deposes and states as follows:

1. My name is Gregory T. Gibson. I am the Vice President, Regulatory Affairs for UniStar Nuclear Energy, LLC (UniStar).

2. I have been authorized by UniStar to execute this affidavit in support of UniStar's request to withhold proprietary information identified in UniStar's letter to the NRC UN#10-008, "UniStar Nuclear Energy, Docket No. 52-016, "Calvert Cliffs Nuclear Power Plant Unit 3, RAI No. 133, Part 1: Introduction and Interfaces" hereafter referred to as the Proprietary Information, from public disclosure in accordance with the Nuclear Regulatory Commission (NRC) regulations appearing at 10 CFR 2.390(a)(4).

3. Proprietary Information is being submitted as proprietary and confidential information as part of Enclosure 3 to UniStar's letter UN #10-008 from Greg Gibson to the NRC Document Control Desk.

4. The Proprietary Information includes detailed financial information regarding costs and taxes associated with the construction and operation of the proposed U.S. EPR nuclear power plant at the Calvert Cliffs Nuclear Power Plant, Unit 3 Site (i.e. CCNPP Unit 3).

5. The Proprietary Information was prepared with the explicit understanding that the information itself would be treated as proprietary and confidential. The information should therefore be withheld from public disclosure. Indeed, UniStar has refrained from publicly disclosing this information. To the best of my knowledge and belief, the Proprietary Information has not otherwise been knowingly made available in any public source.

6. If the Proprietary Information was publicly disclosed, UniStar and Constellation Energy would suffer irreparable and incalculable harm. Specifically, UniStar's competitors would gain valuable insight into otherwise unavailable business strategies, plans, and financial details. By knowing the details included in the Proprietary Information, UniStar's competitors would obtain an unfair commercial advantage that would significantly affect UniStar's ability to compete. In addition, the success of the UniStar's future plans is governed in large part by the cost and tax information, and thus to publicly disclose this information as reflected in the Proprietary Information would result in substantial harm to the competitive position of UniStar.

7. Financial information by its nature is treated as confidential. The specific financial details in the Proprietary Information have not been publicly released for the reasons set forth above. Accordingly, withholding the Proprietary Information from disclosure will not adversely affect the public.

8. A redacted version of the Proprietary Information has been provided. This version is for public disclosure.

**Affidavit of Gregory T. Gibson**
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9. The Proprietary Information is being submitted to the NRC in confidence. This Proprietary Information is of a sort customarily held in confidence by UniStar, and in fact has been held in confidence and not otherwise previously publicly released.

Further Affiant sayeth not.

Gregory T. Gibson
Vice President, Regulatory Affairs
UniStar Nuclear Energy, LLC

Subscribed and sworn to before me,
Notary Public, this 8th day of January, 2010: Janice C. Schulze

My Commission expires: 12/1/2010