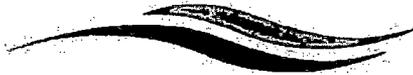


BARBARA A. NICK
President and CEO



DAIRYLAND POWER
COOPERATIVE

October 8, 2015

10 CFR 50.80
10 CFR 50.90

In reply, please refer to LAC-14358

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

Subject: Application for Order Approving License Transfer and
Conforming Administrative License Amendments

La Crosse Boiling Water Reactor
Possession Only License No. DPR-45
NRC Docket Nos. 50-409 and 72-046

In accordance with Section 184 of the Atomic Energy Act and 10 CFR 50.80, Dairyland Power Cooperative ("Dairyland") and LaCrosseSolutions, LLC ("Solutions") (collectively, "Applicants") hereby submit the enclosed application ("Application") requesting that the U.S. Nuclear Regulatory Commission ("NRC") consent to the transfer of Dairyland's Possession Only License No. DPR-45 (the "License") for the La Crosse Boiling Water Reactor facility ("LACBWR" or the "LACBWR Site") to Solutions. The Applicants request that the NRC consent to the transfer of Dairyland's licensed possession, maintenance and decommissioning authorities to Solutions so as to implement expedited decommissioning at the LACBWR Site. Dairyland will remain the licensed owner of the site; it will hold title to and ownership of the real estate encompassing most of the LACBWR Site, as well as leasehold interests for the remaining portions of the site, title to and ownership of the spent nuclear fuel, and title to and ownership of all improvements at the site. Solutions will lease the above-ground LACBWR structures (other than the ISFSI) and will assume responsibility for all licensed activities at the LACBWR Site, including responsibility under the License to complete decommissioning.

The LACBWR facility is an Atomic Energy Commission Demonstration Project Reactor, which went critical in 1967 and commenced commercial operation in November 1969 and which was capable of producing 50 megawatts. Dairyland purchased LACBWR in July 1973. LACBWR was shut down on April 30, 1987. Dairyland's SAFSTOR decommissioning plan ("DP") was approved on August 7, 1991. The DP is considered the post-shutdown decommissioning activities report ("PSDAR"). The PSDAR public meeting was held on May 13, 1998. All 333 spent nuclear fuel elements from LACBWR have been transferred from the Fuel Element Storage Well to dry cask storage at the on-site Independent Spent Fuel Storage Installation ("ISFSI") as of September 19, 2012. The remaining LACBWR unit, and its associated buildings and structures are ready for dismantlement and decommissioning activities. Dairyland will continue to operate the Genoa #3 coal-fired generating facility located at the site.

NM5520
NM5526

A Touchstone Energy[®] Cooperative 

3200 East Ave. S. • PO Box 817 • La Crosse, WI 54602-0817 • 608-787-1258 • 608-787-1469 fax • www.dairyland.com

Dairyland Power Cooperative is an equal opportunity provider and employer

Under the terms of the proposed transaction, which are set forth in the Decommissioning Agreement (enclosed with the Application), Solutions will become the lead NRC licensee responsible for all activities under the LACBWR License. Solutions will promptly commence decommissioning of the LACBWR Site and will complete all activities necessary to terminate the License and release the LACBWR Site for unrestricted use as an industrial site, except for a small area surrounding the ISFSI ("ISFSI Site") containing the spent nuclear fuel until its final disposition. Dairyland will remain the owner licensee and will retain title to the spent nuclear fuel. Upon issuance of a license amendment providing for termination of the License, except for the ISFSI Site, and upon receipt of a future NRC license transfer approval, Solutions will transfer responsibility for the License back to Dairyland. Thereafter, Dairyland will maintain the ISFSI, and the ultimate disposition of the spent nuclear fuel will be provided for under the terms of Dairyland's Standard Contract for Disposal of Spent Nuclear Fuel and/or High Level Waste with the U.S. Department of Energy.

Dairyland will continue to maintain its nuclear decommissioning trust ("NDT"), a grantor trust in which funds are segregated from its assets and outside its administrative control, in accordance with the requirements of 10 CFR 50.75(e)(1). In connection with the proposed transfer to Solutions of possession, maintenance and decommissioning authority for LACBWR, Dairyland will enter into an Amended and Restated Nuclear Decommissioning Trust Agreement with its trustee ("AR NDT Agreement"). The AR NDT Agreement, which governs the NDT, specifies a designated account within the trust set aside for license termination activities, *i.e.*, decommissioning of LACBWR ("LACBWR Trust Account"). The terms of the Decommissioning Agreement require that Solutions perform radiological decommissioning, environmental remediation of the LACBWR facility and other activities relating to LACBWR in order to be entitled to request that Dairyland authorize disbursement from the trust account to Solutions. Dairyland will assure that an "Agreed Amount" as adjusted under the terms of the Decommissioning Agreement will be funded to the LACBWR Trust Account.

The definition of the Agreed Amount is confidential commercial information and therefore this definition is redacted from page 2 of the Decommissioning Agreement in Enclosure 1. A confidential version of this page is provided separately in Enclosure 1A. Solutions requests that Enclosure 1A be withheld from public disclosure pursuant 10 CFR 2.390. A supporting Affidavit of Russell G. Workman is attached.

A separate account in the trust holds the funds necessary for the ultimate decommissioning of the ISFSI Site and final license termination. Dairyland currently funds and will continue to fund the operation and maintenance of the ISFSI through its annual operating revenue.

Solutions' parent company, *EnergySolutions*, LLC ("*EnergySolutions*"), specializes in providing nuclear services, such as high level waste management, spent fuel handling and transportation, and complex decontamination and decommissioning projects, including the decommissioning of both government facilities and commercial nuclear power generation facilities. Among the services provided by *EnergySolutions* are the packaging, transportation, storage and disposal of radioactive waste at its disposal facility in Clive, Utah, the largest low-level radioactive waste disposal facility in the nation.

Solutions is a wholly owned subsidiary of *EnergySolutions*. Solutions has been established solely for the purpose of decommissioning the LACBWR Site and releasing the site for unrestricted use, except for the ISFSI Site. Solutions will obtain a performance bond ("Performance Bond") from a third party in the amount of 20 percent of the agreed amount of the LACBWR Trust Account (approximately \$17 million) bonding the performance of Solutions' obligations. This Performance Bond could be used to pay for

performance of decommissioning or would be payable to the LACBWR Trust Account in Dairyland's NDT. In addition, EnergySolutions will grant an irrevocable easement to disposal capacity at the Clive, Utah facility for the disposal of Class A low level waste from the LACBWR Site, and this disposal capacity asset, together with related contractual rights, will be held by Dairyland as additional security for Solution's performance.*

The information included in the Application demonstrates that Solutions will have, at the Closing Date, the requisite technical qualifications to perform the required activities under the License.

Dairyland qualifies as an electric utility and it is exempt from financial qualifications review pursuant to 10 CFR 50.33(f). The financial qualifications of Solutions to perform its obligations under the License are demonstrated by: (1) the fact that Dairyland remains the owner licensee, and retains financial responsibility for several costs related to the NRC License, including maintenance and security for the ISFSI Site and related costs such as nuclear insurance, property taxes, emergency planning, utilities and annual NRC fees; (2) the availability of the funds in the LACBWR Trust Account to pay for the radiological decommissioning of the LACBWR Site; (3) a third party Performance Bond in the amount of 20 percent of the LACBWR Trust Account at closing (approximately \$17 million) bonding the performance of Solutions' decommissioning obligations; and (4) a disposal capacity easement assuring the availability of disposal capacity at the Clive, Utah disposal facility. As the enclosed Application shows, there will be sufficient assets in the LACBWR Trust Account to pay for the calculated costs of decommissioning the LACBWR Site. In addition, Solutions anticipates that there will be earnings on the assets held in the LACBWR Trust Account. As such, the availability of funds in the LACBWR Trust Account satisfies the "prepayment" method of providing decommissioning funding assurance pursuant to 10 CFR 50.75(e)(1)(i). Additional financial assurance is provided by the third party Performance Bond, which qualifies as a surety bond pursuant to 10 CFR 50.75(e)(1)(iii)(A).

Additional information pertaining to the proposed transfer of the License, including the information required under 10 CFR 50.80, is included in the Application. As that information demonstrates: (1) the proposed transfer of the License to Solutions will accelerate the timely decommissioning of the LACBWR Site; (2) Solutions has the requisite managerial, technical and financial qualifications to be the licensee of the LACBWR facility; (3) Solutions will provide reasonable assurance of decommissioning funding for the unit; (4) the material terms of the License will not be affected; and (5) the transfer of the License to Solutions will not result in any impermissible foreign ownership, control or domination.

Applicants also request NRC approval of certain administrative amendments to conform the License to reflect the proposed transfer. The changes are shown in Attachment 2 to this letter. Administrative changes to documents other than the License will be necessary upon Solutions' assumption of control over the LACBWR Site. Changes to documents such as the Physical Security Plan and Emergency Plan will be achieved in a timely fashion during periodic or routine updates as required by NRC regulations, such as 10 CFR 50.71(e).

In accordance with 10 CFR 50.91(b)(1), a copy of this submittal has been sent to the State of Wisconsin.

* EnergySolutions will also provide a \$15 million parent company guaranty of the performance of decommissioning by Solutions. However, this guaranty will not meet the requirements of 10 CFR 50.75(e)(iii)(B) for use as a decommissioning funding assurance method.

The Decommissioning Agreement and proposed transfer of the LACBWR License to Solutions has been unanimously approved by the boards of directors of both Dairyland and EnergySolutions.

The Applicants respectfully request that the NRC review and complete action expeditiously on the enclosed Application toward issuance of the NRC consent to the transfer of the License to Solutions. In any event, Applicants request issuance of an Order by March 1, 2016. We are prepared to work closely with the NRC Staff to facilitate the Application's review. Applicants request that NRC issue an Order approving the amendments to the LACBWR License and authorizing the transfer to take place at any time up to one year after the date of issuance of the order consenting to the transfer, or such later date as may be permitted by the NRC. Applicants also request that the license amendment be made effective as of the date the transfer is completed. Solutions will notify the NRC staff at least 2 business days prior to the expected Closing Date for the transfer.

Applicants will keep the NRC informed of any significant changes that could have an impact on the Closing Date.

In summary, the proposed transfer of the License will not be inimical to the common defense and security or result in any undue risk to public health and safety, and the transfer will be consistent with the requirements of the Atomic Energy Act and the NRC regulations.

In the event that the NRC has any questions about the proposed transaction described in this letter and in the Application or wishes to obtain any additional information about the transfer of the License, please contact Robert Palmberg at 608-787-1483 or rmp@dairynet.com, or John Hess at 865-425-4561 or jhess@energysolutions.com.

Service upon the Applicants of any notices, comments, hearing requests, intervention petitions or other pleadings should be made to:

For Solutions:

Russell G. Workman
General Counsel
EnergySolutions
423 West 300 South, Suite 200
Salt Lake City, UT 84101
Phone: 801-303-0195
Fax: 801-413-5676
E-mail: rgworkman@energysolutions.com

John E. Matthews
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Ave., NW
Washington, D.C. 20005
Phone: 202-739-5524
Fax: 202-739-3001
E-mail: jmatthews@morganlewis.com

U.S. Nuclear Regulatory Commission
October 8, 2015
Page 5 of 5

For Dairyland:

Barbara A. Nick
President and CEO
Dairyland Power Cooperative
3200 East Avenue South, P. O. Box 817
La Crosse, WI 54602-0817
Phone: 608-788-4000
Fax: 608-787-1469
E-mail: Barbara.nick@dairynet.com

Thomas J. Zaremba
Wheeler, Van Sickle & Anderson, S.C.
25 West Main Street, Suite 801
Madison, WI 53703
Phone: 608-441-3826
Fax: 608-255-6006
E-mail: tzaremba@wheelerlaw.com

In addition, please place Ms. Nick and Messrs. Workman, Matthews, and Zaremba on the NRC correspondence distribution for all correspondence related to the Application.

Sincerely,



Barbara A. Nick
President and CEO

Enclosures: Attachment 1 – Application for Order Approving License Transfer and Conforming License Amendments (NRC Facility Operating License No. DPR-45)

Attachment 2 – Possession Only License (Changes)

Attachment 3 – Possession Only License (Clean Pages)

cc w/Enclosures: Marlayna Vaaler
Project Manager
U.S. Nuclear Regulatory Commission

Cynthia Pederson
Regional Administrator, Region III
U.S. Nuclear Regulatory Commission

Paul Schmidt
Manager, Radiation Protection Section
State of Wisconsin

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

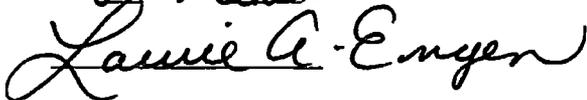
Barbara A. Nick, being duly sworn according to law deposes and says:

I am President and CEO of Dairyland Power Cooperative, and as such, I am familiar with the contents of this correspondence and the attachments thereto, concerning the La Crosse Boiling Water Reactor, and the matters set forth therein regarding Dairyland Power Cooperative are true and correct to the best of my knowledge, information and belief.



Barbara A. Nick

Subscribed and Sworn to before me
this 8th day of October 2015

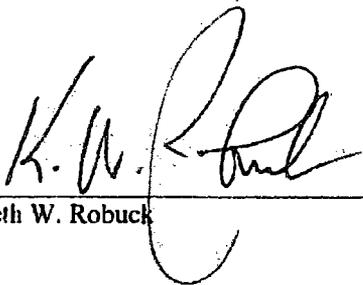

Notary Public of Wisconsin

LAURIE A. ENGEN
Notary Public
State of Wisconsin

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

Kenneth W. Robuck, being duly sworn according to law deposes and says:

I am President, Reactor Decommissioning Group, EnergySolutions, LLC, and President of ZionSolutions, LLC and La Crosse Solutions, LLC and, as such, I am familiar with the contents of this correspondence and the attachments thereto concerning the La Crosse Boiling Water Reactor, and the matters set forth therein regarding EnergySolutions, LLC, ZionSolutions, LLC, and La Crosse Solutions, LLC are true and correct to the best of my knowledge, information and belief.



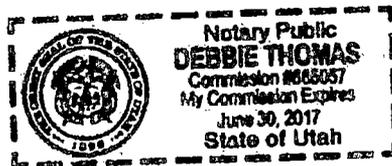
Kenneth W. Robuck

Subscribed and Sworn to before me

this 13 day of Oct., 2015



Notary Public of Utah



10 CFR 2.390

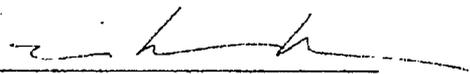
AFFIDAVIT OF RUSSELL G. WORKMAN

I, Russel G. Workman, Secretary and General Counsel, state that:

1. I am authorized to execute this affidavit on behalf of LaCrosseSolutions LLC (Solutions).
2. Solutions is providing information in support of its "Application for Order Consenting to Transfer of License and Approving Conforming License Amendment." The proprietary version of page 2 of Enclosure 1, which is provided with this submittal as Enclosure 1A, contains the definition of the "Agreed Amount" that is to be funded to the trust account for Solutions. This amount constitutes proprietary commercial and financial information that should be held in confidence by the Nuclear Regulatory Commission (NRC) pursuant to the policy reflected in 10 CFR 2.390(a)(4) and 10 CFR 9.17(a)(4), because:
 - a. This information is and has been held in confidence by Solutions and its affiliates.
 - b. This information is of a type that is held in confidence by Solutions and its affiliates, and there is a rational basis for doing so because the information contains sensitive financial competitive information concerning the fixed price that Solutions agreed upon for conducting decommissioning.
 - c. This information is being transmitted to the NRC in confidence.
 - d. This information is not available in public sources and could not be gathered readily from other publicly available information.
 - e. Public disclosure of this information would create substantial harm to the competitive position of Solutions by disclosing the terms of a unique transaction to other parties whose commercial interests may be adverse to those of Solutions.

3. Accordingly, Solutions requests that the designated documents be withheld from public disclosure pursuant to the policy reflected in 10 CFR 2.390(a)(4) and 10 CFR 9.17(a)(4).

LaCrosseSolutions. LCC



Russel G. Workman
Secretary and General Counsel

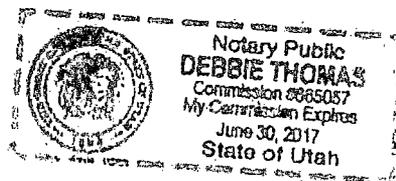
STATE OF UTAH

CITY OF SALT LAKE

Subscribed and sworn to me, a Notary Public, in and for the County and State above named, this 19th day of October, 2015.

My Commission Expires: 6-30-2017





ATTACHMENT 1

**APPLICATION FOR ORDER APPROVING LICENSE TRANSFER
AND CONFORMING LICENSE AMENDMENT**

La Crosse Boiling Water Reactor

**NRC POSSESSION ONLY LICENSE NO. DPR-45
DOCKET NOS. 50-409 AND 72-046**

ATTACHMENT 1

**Application for Order Approving License Transfer
and Conforming License Amendment
(NRC Possession Only License No. DPR-45)**

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Enclosure 1 Decommissioning Agreement

Enclosure 2 LaCrosseSolutions, LLC Ownership Structure and Project Organization

Enclosure 3 General Corporate Information Regarding Dairyland Power Cooperative
and LaCrosseSolutions, LLC and Its Corporate Parents

Enclosure 4 Resumes of Key Management Personnel

Enclosure 5 Schedule & Financial Information for Decommissioning

1. Introduction

In accordance with Section 184 of the Atomic Energy Act and 10 CFR 50.80, Dairyland Power Cooperative ("Dairyland") and LaCrosseSolutions, LLC ("Solutions") (collectively, "Applicants") hereby submit the enclosed application ("Application") requesting that the U.S. Nuclear Regulatory Commission ("NRC") consent to the transfer of Dairyland's Possession Only License No. DPR-45 (the "License") for the La Crosse Boiling Water Reactor facility ("LACBWR" or the "LACBWR Site") to Solutions. The Applicants request that the NRC consent to the transfer of Dairyland's licensed possession, maintenance, and decommissioning authorities to Solutions so as to implement expedited decommissioning at the LACBWR Site. Dairyland will remain the licensed owner of the site; it will hold title to and ownership of the real estate encompassing most of the LACBWR Site, as well as leasehold interests for the remaining portions of the site, title to and ownership of the spent nuclear fuel, and title to and ownership of all improvements at the site. Solutions will lease the above-ground LACBWR structures (other than the ISFSI) and will assume responsibility for all licensed activities at the LACBWR Site, including responsibility under the License to complete decommissioning.

The LACBWR facility is an Atomic Energy Commission Demonstration Project Reactor, which went critical in 1967 and commenced commercial operation in November 1969 and which was capable of producing 50 megawatts. Dairyland purchased LACBWR in July 1973. LACBWR was shut down on April 30, 1987. Dairyland's SAFSTOR decommissioning plan ("DP") was approved on August 7, 1991. The DP is considered the post-shutdown decommissioning activities report ("PSDAR"). The PSDAR public meeting was held on May 13, 1998. All 333 spent nuclear fuel elements from LACBWR have been transferred from the Fuel Element Storage Well to dry cask storage at the on-site Independent Spent Fuel Storage Installation ("ISFSI") at the site as of September 19, 2012. The remaining LACBWR unit, and its associated buildings and structures are ready for dismantlement and decommissioning activities. Dairyland will continue to operate the Genoa 3 coal-fired generating facility located at the site.

Under the terms of the proposed transaction, which are set forth in the Decommissioning Agreement (Enclosure 1 to this Application), Solutions will become the lead NRC licensee responsible for all activities under the LACBWR License. Solutions will promptly commence decommissioning of the LACBWR Site and will complete all activities necessary to terminate the License and release the LACBWR Site for unrestricted use as an industrial site, except for a small area surrounding the ISFSI ("ISFSI Site") containing the spent nuclear fuel until its final disposition. Dairyland will remain the owner licensee and will retain title to the spent nuclear fuel. Upon issuance of a license amendment providing for termination of the License, except for the ISFSI Site, and upon receipt of a future NRC license transfer approval, Solutions will transfer responsibility for the License back to Dairyland. Thereafter, Dairyland will maintain the ISFSI, and the ultimate disposition of the spent nuclear fuel will be provided for under the terms of Dairyland's Standard Contract for the Disposal of Spent Nuclear Fuel and/or High Level Waste with the U.S. Department of Energy.

Dairyland will continue to maintain its nuclear decommissioning trust ("NDT"), a grantor trust in which funds are segregated from its assets and outside its administrative control, in accordance with the requirements of 10 CFR 50.75(e)(1). In connection with the proposed transfer to Solutions of possession, management, and decommissioning authority for LACBWR, Dairyland will enter into an Amended and Restated Nuclear Decommissioning Trust Agreement with its trustee ("AR NDT Agreement"). The AR NDT Agreement, which governs the NDT, specifies a designated account within the trust set aside for license termination activities, *i.e.*,

decommissioning of LACBWR ("LACBWR Trust Account"). The terms of the Decommissioning Agreement require that Solutions perform radiological decommissioning, environmental remediation of the LACBWR facility, and other activities relating to LACBWR in order to be entitled to request that Dairyland authorize disbursements from the trust account to Solutions. Dairyland will assure that an "Agreed Amount" as adjusted under the terms of the Decommissioning Agreement will be funded to the LACBWR Trust Account.

The definition of the Agreed Amount is confidential commercial information and therefore this definition is redacted from page 2 of the Decommissioning Agreement in Enclosure I. A confidential version of this page is provided separately in Enclosure 1A. Solutions requests that Enclosure 1A be withheld from public disclosure pursuant 10 CFR 2.390. A supporting Affidavit of Russell G. Workman is attached.

A separate account in the trust holds the funds necessary for the ultimate decommissioning of the ISFSI Site and final license termination. Dairyland currently funds and will continue to fund the operation and maintenance of the ISFSI through its annual operating revenue.

Solutions' parent company, *EnergySolutions*, LLC ("*EnergySolutions*"), specializes in providing nuclear services, such as high level waste management, spent fuel handling and transportation, and complex decontamination and decommissioning projects, including the decommissioning of both government facilities and commercial nuclear power generation facilities. Among the services provided by *EnergySolutions* are the packaging, transportation, storage, and disposal of radioactive waste at its disposal facility in Clive, Utah, the largest low-level radioactive waste disposal facility in the nation.

Solutions is a wholly owned subsidiary of *EnergySolutions*. Solutions has been established solely for the purpose of decommissioning the LACBWR Site and releasing the site for unrestricted use, except for the ISFSI Site. Solutions will obtain a performance bond ("Performance Bond") from a third party in the amount of 20 percent of the agreed amount of the LACBWR Trust Account (approximately \$17 million) bonding the performance of Solutions' obligations. The Performance Bond could be used to pay for performance of decommissioning or would be payable to the LACBWR Trust Account in Dairyland's NDT. In addition, *EnergySolutions* will grant an irrevocable easement to disposal capacity at the Clive, Utah facility for the disposal of Class A low level waste from the LACBWR Site, and this disposal capacity asset, together with related contractual rights, will be held by Dairyland as additional security for Solutions' performance.

The information included in the Application demonstrates that Solutions will have, at the Closing Date, the requisite technical qualifications to perform the required activities under the License.

Dairyland qualifies as an electric utility and it is exempt from financial qualifications review pursuant to 10 CFR 50.33(f). The financial qualifications of Solutions to perform its obligations under the License are demonstrated by: (1) the fact that Dairyland remains the owner licensee, and retains financial responsibility for several costs related to the NRC License, including maintenance and security for the ISFSI Site and related costs such as nuclear insurance, property taxes, emergency planning, utilities, and annual NRC fees; (2) the availability of the funds in the LACBWR Trust Account to pay for the radiological decommissioning of the LACBWR Site; (3) a third party Performance Bond in the amount 20 percent of the LACBWR Trust Account at closing (approximately \$17 million) bonding the performance of Solutions' decommissioning obligations; and (4) a disposal capacity easement assuring the availability of disposal capacity at the Clive, Utah disposal facility. As this Application shows, there will be sufficient assets in the

LACBWR Trust Account to pay for the calculated costs of decommissioning the LACBWR Site. In addition, Solutions anticipates that there will be earnings on the assets held in the LACBWR Trust Account. As such, the availability of funds in the LACBWR Trust Account satisfies the "prepayment" method of providing decommissioning funding assurance pursuant to 10 CFR 50.75(e)(1)(i). Additional financial assurance is provided by the third party Performance Bond, which qualifies as a surety bond pursuant to 10 CFR 50.75(e)(1)(iii)(A).¹

Additional information pertaining to the proposed transfer of the License, including the information required under 10 CFR 50.80, is included in this Application. As that information demonstrates: (1) the proposed transfer of the License to Solutions will accelerate the timely decommissioning of the LACBWR Site; (2) Solutions has the requisite managerial, technical, and financial qualifications to be the licensee of the LACBWR facility; (3) Solutions will provide reasonable assurance of decommissioning funding for the unit; (4) the material terms of the License will not be affected; and (5) the transfer of the License to Solutions will not result in any impermissible foreign ownership, control or domination.

Applicants also request NRC approval of certain administrative amendments to conform the License to reflect the proposed transfer. The changes are shown in Attachment 2 to this Application. Administrative changes to documents other than the License will be necessary upon Solutions' assumption of control over the LACBWR Site. Changes to documents such as the Physical Security Plan and Emergency Plan will be achieved in a timely fashion during periodic or routine updates as required by NRC regulations, such as 10 CFR 50.71(e).

2. Statement of Purpose of Transfer and Nature of the Transaction Making the Transfer Necessary or Desirable

The purpose of the transfer of the License from Dairyland to Solutions is to permit the accelerated radiological decommissioning of the LACBWR. Solutions will assume possession of and managerial responsibility for all licensed activities, including decommissioning of the LACBWR unit and associated buildings and structures. Solutions will be licensed to possess, maintain and decommission LACBWR, and as the owner, Dairyland will be licensed to possess LACBWR.

The transfer of the License is desirable because Solutions will take advantage of *EnergySolutions'* unique capability to accelerate the decommissioning of the LACBWR and eliminate the risk associated with the cost and capacity for low level waste disposal in future years. *EnergySolutions'* resources combine the low level disposal capability of the Clive, Utah facility with the waste management and decommissioning expertise of *EnergySolutions*. This expertise has been demonstrated over the past four years with the decommissioning of the Zion Nuclear Power Station site in Lake County, Illinois. The expertise and capabilities of Solutions and *EnergySolutions* will ensure the early completion of the LACBWR decommissioning, years ahead of the original plan reflected in the current PSDAR. The end result will be the reduction of source term material and a decrease in the risk of radioactive exposures to the public by removing all low level waste for disposal at the Clive facility. Additional benefits of the proposed transaction will include the removal of all structures to at least 3 feet below grade and

¹ *EnergySolutions* will also provide a \$15 million parent company guaranty of the performance of decommissioning by Solutions. However, this guaranty does not meet the requirements of 10 CFR 50.75(e)(iii)(B) for use as a decommissioning funding assurance method.

the early release of the restored site, with the continued operation of the Genoa 3 coal-fired power plant located at the site.

3. General Corporate Information Regarding Dairyland

a. General Corporate Information and Description of Business

Headquartered in La Crosse, Wisconsin, Dairyland is a generation and transmission electric cooperative that provides wholesale electricity to 25 member distribution cooperatives and 17 municipal utilities. Dairyland's service area encompasses 62 counties in four states (Wisconsin, Minnesota, Iowa, and Illinois). Dairyland generates and delivers electricity to its members via nearly 3,200 miles of transmission lines and 300 substations located throughout the system's 44,500 square mile service area. Dairyland's generation resources include coal, natural gas, hydro, wind, biomass, landfill gas, biogas and solar. The Genoa 3 generating station that shares the licensed site with LACBWR is one of Dairyland's major generation resources.

Dairyland is currently licensed to possess and maintain LACBWR, which was permanently retired in 1987. Dairyland will remain the licensed owner of LACBWR, and it proposes to transfer the responsibility for possession, maintenance and decommissioning LACBWR to Solutions.

b. No Foreign Ownership, Control or Domination

Dairyland is owned by its members, all of which are cooperatives or municipalities located within the United States. Dairyland does not have any foreign owners, and it is not subject foreign ownership, control or domination.

4. General Corporate Information Regarding EnergySolutions and Solutions

a. General Corporate Information and Description of Business

Solutions is a Delaware limited liability company and is a wholly owned subsidiary of EnergySolutions. Solutions has been established for the sole purpose of decommissioning the LACBWR and performing other required activities under the Decommissioning Agreement (hereinafter collectively referred to as "the La Crosse Restoration Project"). Enclosure 2 provides a chart showing the proposed post-transfer Solutions ownership structure, reflecting its direct and indirect owners. The general corporate information required pursuant to 10 CFR 50.33(d)(3), including identification of the principal officers and directors of Solutions and its corporate parents is provided in Enclosure 3.

The proposed organization and management structure of Solutions is more fully described in the Technical Qualifications section (Section 5) below.

b. No Foreign Ownership, Control, or Domination

Consistent with the requirements of 10 CFR 50.38, Solutions is not owned, controlled or dominated by an alien, a foreign corporation, or a foreign government. As indicated in the attached organization chart and investor structure, Enclosures 2 and 3, Solutions is a wholly owned subsidiary of EnergySolutions, LLC, which is owned by EnergySolutions, Inc.

EnergySolutions, Inc. is a privately held company whose shares are directly owned by Rockwell Holdco, Inc (“Rockwell”).

Rockwell is in turn owned by a number of affiliated investment funds controlled by the Energy Capital Partners GP II, LP (the “Controlling Partner”): (i) Energy Capital Partners II, LP; (ii) Energy Capital Partners II-A, LP; (iii) Energy Capital Partners II-B, LP; (iv) Energy Capital Partners II-C (Direct IP), LP; and (v) Energy Capital Partners I-D, LP (collectively, the “ECP II Partnerships”), each of which is a limited partnership organized under the laws of the State of Delaware. Rockwell is also owned in part by EnergySolutions’ CEO, Mr. David Lockwood, a U.S. citizen who owns approximately 1% of Rockwell.

The ECP II Partnerships are each wholly owned either directly or indirectly by: (i) the Controlling Partner (*i.e.*, Energy Capital Partners GP II, LP), a limited partnership organized under the laws of the State of Delaware, as general partner; and (ii) various passive limited partner investors (the “Passive Investors”). The Passive Investors do not have any rights to make decisions with respect to running the business portfolios of the ECP II Partnerships or to participate in the operation of the investments. The Controlling Partner, in turn, is directly owned by: (i) Energy Capital Partners II, LLC (ECP II), a limited liability company organized under the laws of the State of Delaware; and (ii) various passive limited partner investors (the “Passive GP Investors”). The Passive GP Investors do not have any rights in their capacity as limited partners of the Controlling Partner to make decisions with respect to running the business portfolios of the ECP II Partnerships or participate in the operation of the investments; however, the Passive GP Investors are generally also employees of the Energy Capital Partners business and may participate in running the business portfolios of the ECP II Partnerships or in the operation of the investments in their capacity as employees, subject to the ultimate authority of ECP II.

ECP II is owned and managed by five individual U.S. citizens: Douglas W. Kimmelman (individually and through his estate planning vehicle); Thomas K. Lane (individually and through his estate planning vehicles); Andrew D. Singer; Tyler Reeder; and Peter Labbat. Additionally, Rahman D’Argenio (a U.S. citizen and employee of Energy Capital Partners) has acquired a contractual right to vote on certain matters for the Controlling Partner.²

Less than 40% of the equity in all of the ECP II Partnerships and the Controlling Partner is held by various Passive Investors that are foreign domiciled entities, and no foreign domiciled entity or group of foreign domiciled entities under common control holds more than 12% of these equity interests.³ The Passive Investors will have no ability to exercise control or domination over the operations of Rockwell, EnergySolutions, or any of the EnergySolutions subsidiaries, including Solutions. As such, the Passive Investors will have no direct or indirect control over any NRC-licensed activity conducted by EnergySolutions or any of its subsidiaries.

² Murray D. Karp, a U.S. citizen and an employee of Energy Capital Partners, is admitted to ECP II for very limited purposes. Mr. Karp is not a managing member of, and has no voting or control rights and no economic interests with respect to ECP II.

³ The NRC has previously analyzed and approved private equity fund arrangements where passive foreign investors would own up to 55% of the economic interests in a company that indirectly owned the licensee for operating reactors, under circumstances where the General Partner of the parent company was controlled by U.S. private equity entities and U.S. citizens. See “Safety Evaluation by the Office of Nuclear Reactor Regulation Regarding Acquisition of TXU Corp. By Texas Energy Future Holdings Limited Partnership,” dated Sept. 10, 2007, pages 10-12 (ML072220130).

Finally, *EnergySolutions* holds a facility security clearance with the U.S. Department of Energy (DOE). This security clearance requires DOE findings regarding foreign ownership, control or influence ("FOCI"). The DOE implements U.S. government policy regarding FOCI in accordance with Chapter 2, Section 3 of the "National Industrial Security Program Operating Manual" or NISPOM, DoD 5220.22-M (Change 1, dated March 28, 2013), and *EnergySolutions* has ongoing reporting obligations regarding its "Certificate Pertaining to Foreign Interests," Standard Form 328, required in connection with maintaining its security clearances. *EnergySolutions* expects to continue to maintain its security clearance following the proposed transactions, which requires that the DOE maintain positive findings that *EnergySolutions* is not subject to FOCI or that any potential FOCI is adequately negated.

c. No Agency

Solutions is not acting as the agent or representative of another person in the proposed transfer of the License. As the licensed entity with possession and responsibility for management and decommissioning of the LACBWR, *Solutions* will act for itself and on behalf of its corporate parent *EnergySolutions*.

5. Technical Qualifications

Solutions will be technically qualified to carry out its responsibilities as the licensee of the LACBWR facility. *EnergySolutions*, which will perform the decommissioning, decontamination and site restoration work through its subsidiary *Solutions*, specializes in providing those services in the U.S. nuclear market. *EnergySolutions* has more than 25 years of experience in the field, including high consequence nuclear operations, such as high level waste management; spent fuel storage, handling, and transportation; complex decontamination and decommissioning ("D&D") projects of nuclear reactors and highly radioactive nuclear facilities; high-end technical challenges such as fuel sludge treatment and high level waste treatment; and major decommissioning of both government and commercial nuclear facilities. *EnergySolutions* has demonstrated the ability to achieve and sustain performance improvement in nuclear decommissioning operations, transportation and disposal and the ability to operate its facilities reliably and safely.

EnergySolutions' recent experience with reactor decommissioning includes the ongoing decommissioning of the Zion Nuclear Power Station ("Zion") in Lake County, Illinois through the work of its subsidiary *ZionSolutions, LLC* ("*ZionSolutions*"). The work to date at Zion by *ZionSolutions* has included construction of an ISFSI and transfer of all spent nuclear fuel from wet storage to the ISFSI, dismantlement of the reactor vessel internals at both Zion units, dismantlement of the Unit 2 reactor vessel, creation of openings in the containment buildings at each unit, and the erection of heavy lift rail systems. The work also includes the packaging and disposal of lead, asbestos, reactor coolant pumps, and RCS piping. Additionally, *ZionSolutions* has completed the demolition of the Interim Radioactive Waste Storage Facility, the Mechanical Maintenance Training Center, the Security Access Building, and Warehouse. *EnergySolutions* remains on track to complete the scheduled decommissioning of Zion in 2018. *EnergySolutions* anticipates that personnel with experience from Zion will be transferred to work at the LACBWR Site.

In addition, *EnergySolutions* was responsible for the completion of the Three Building Gaseous Diffusion D&D project in Oak Ridge, which involved the removal of all process equipment, dismantlement of all enrichment converters, and disposal of all materials. *EnergySolutions* also

was responsible for the major component removal, waste disposal, and dry fuel cask systems for Big Rock Point. The company provides services at most commercial nuclear power stations, including waste management and liquid waste processing.

EnergySolutions is uniquely qualified to ship large volumes of waste with experience using specially built gondola rail cars and large capacity trucks. Gondola rail cars continue to be instrumental in improving the schedule at Zion and likely will be used at LACBWR also. In addition, *EnergySolutions* owns and operates the Clive low level radioactive waste disposal facility in Utah and is the operator for the State of South Carolina of the Barnwell disposal facility.

This broad range of experiences and capabilities enables *EnergySolutions* to be uniquely qualified to accomplish the decommissioning of the LACBWR.

a. Nuclear Organization

When the proposed transfer becomes effective, Solutions will assume responsibility for and control over the LACBWR Site. Solutions employees and contractors will not be employed without being qualified for their positions. Solutions will, during a brief transition period, adopt the existing Quality Assurance ("QA"), emergency preparedness, and training procedures and establish these functions at LACBWR using Solutions project personnel and contractors, including services provided by Dairyland. The Solutions project organization will report to the Solutions Executive Vice President, John Sauger, who is the *ZionSolutions*' Executive Vice President. Mr. Sauger will oversee both projects. In addition, *EnergySolutions* anticipates that it will relocate experienced personnel from Zion to LACBWR. The *EnergySolutions* President, Reactor Decommissioning Group, Kenneth W. Robuck, will provide corporate accountability and oversight of the La Crosse Restoration Project.

An organization chart illustrating Solutions' planned project organization is contained in Enclosure 2 to this application. The organization for the La Crosse Restoration Project will provide:

- (1) A single Executive Vice President accountable for overall management, leadership, performance, nuclear safety, QA, and employee safety.
- (2) A Project Manager directly responsible for decommissioning operations including implementation of approved programs and procedures to ensure safe and compliant work.
- (3) Several Managers, directly reporting to the Project Manager, with responsibilities for radiological safety, industrial safety, project administration and financial services, training, labor relations, oversight of fuel storage, regulatory affairs, QA, licensing, environmental, decontamination and decommissioning, engineering and operations, waste operations, and project controls. This organization will provide a nuclear management team with control over the decontamination and decommissioning operations.
- (4) Implementation of high industry standards, best practices, effective programs and processes, and management controls.
- (5) Effective and integrated oversight and technical support functions.

The La Crosse Restoration Project organization will provide an experienced nuclear management team to assure compliance with the requirements of the License and the Commission regulations.

Solutions will implement a management approach to assure efficient and effective D&D planning, preparation, and execution; a safety conscious work environment; day-to-day industrial safety, radiological protection, radioactive waste handling and management rigor; effective corrective action program; performance reporting, monitoring, and metrics; personnel performance; and financial controls. The Radiation Protection Manager, Licensing Manager, Industrial Safety Manager and QA Manager will report directly to the Project Manager. In addition, the Radiation Protection Manager will be subject to oversight by the EnergySolutions Vice President Radiation Protection, and the QA Manager will be subject to oversight by the EnergySolutions Corporate QA Director. For work in areas that form part of the Genoa 3 generating station, Solutions will coordinate its industrial safety/industrial health program with that of Dairyland.

Solutions will be responsible to the NRC for the ISFSI Site, including security requirements, but Solutions will enter into a "Company Services Agreement" with Dairyland, pursuant to which Dairyland will provide operations, maintenance, access control, and security services to and for the ISFSI site. A form of the Company Services Agreement is provided as Exhibit L to the Decommissioning Agreement. Dairyland is responsible for the costs relating to the ISFSI Site, and the Company Services Agreement will effectively be an arrangement whereby Dairyland provides services in lieu of cash payment to Solutions for these costs. Dairyland's Genoa Site Manager will have the on-site responsibility for these services. Solutions will oversee Dairyland's performance of these services and compliance with NRC requirements.

b. Qualifications of Key Management Personnel

The Project Manager, Mr. Joseph A. Nowak, will have responsibility for decommissioning operations and will report to the Executive Vice President. The Executive Vice President for the La Crosse Restoration Project will be John Sauger, who also has the same role for the Zion Restoration Project. The Executive Vice President will be the senior corporate person with all the necessary authority and full responsibility for the safe and reliable accomplishment of the decontamination and decommissioning activities of the La Crosse Restoration Project. The Executive Vice President will report to Mr. Kenneth W. Robuck, President, Reactor Decommissioning Group for EnergySolutions, who will be responsible for corporate oversight of the project. The President, Reactor Decommissioning Group, will report directly to Mr. David Lockwood, the CEO of Solutions and EnergySolutions.

Resumes showing the qualifications and experience of the key management personnel for the proposed La Crosse Restoration Project, are included in Enclosure 4 hereto.

c. Support Functions

Solutions' operations at the LACBWR facility will essentially be self-sufficient. However, additional support for certain functions (e.g., training, emergency preparedness and quality assurance) may be obtained from EnergySolutions' corporate organization.

Technical support activities will include support for waste operations, transportation, demolition, project controls and reporting, operations and work control, and D&D engineering. Technical support for the D&D work will be under the supervision of the Project Manager. QA, safety, radiological programs and direct oversight will be maintained by Solutions and overseen by EnergySolutions.

Solutions intends to subcontract technical support work only to qualified contractors who have the past experience and performance to ensure the timely and safe completion. Contractors will be expected to have an excellent safety record and sufficient quality assurance processes to support their scope of work. Contractor support workers for the project will report to the Project Manager. Regulatory compliance, safety performance and schedule performance will be emphasized in all contracts. The Solutions integrated approach and the implementation of common programs, processes and best practices will ensure that the support functions for the La Crosse Restoration Project are carried out efficiently.

Dairyland will transfer to Solutions control over the assets related to LACBWR that will be needed in order to maintain LACBWR and the site in accordance with NRC requirements. These assets will include, in addition to the LACBWR structures and equipment, the necessary books, records, safety and maintenance manuals, and engineering and construction documents. Dairyland will retain responsibility for the provision of operations, maintenance and security at the ISFSI Site under the Company Services Agreement as set forth above. Subcontracts will be awarded to qualified demolition and support contractors with demonstrated and recognized experience within the nuclear industry.

d. Conclusion

The Solutions management team is experienced and qualified, and the organization is well-designed to accomplish the decontamination and restoration of the site. The necessary management processes and controls will be applied, with clear lines of authority and communication. Accordingly, the proposed transfers have the potential to achieve synergies and management efficiencies at LACBWR. For these reasons, Solutions and its management team have the necessary technical qualifications to safely perform the decontamination and decommissioning of LACBWR.

6. Financial Qualifications

a. Dairyland Power Cooperative

As previously noted, Dairyland retains financial responsibility for several costs related to the NRC License, including maintenance and security for the ISFSI Site and related costs such as nuclear insurance, property taxes, emergency planning, utilities, and annual NRC fees. Following the proposed transfer, Dairyland will remain the licensed owner and will remain financially qualified to meet its financial obligations, because Dairyland qualifies as an electric utility that is exempt from financial qualifications review pursuant to 10 CFR 50.33(f).

b. LaCrosseSolutions, LLC

Following the proposed transfer, Solutions will be financially qualified to be the licensee responsible for possession, maintenance and decommissioning of the LACBWR, including the ability to fund its obligations under the Decommissioning Agreement. Because Solutions is not authorized under the 10 CFR Part 50 License to operate or load fuel pursuant to the terms of 10 CFR 50.82(a)(2), Solutions will not conduct any of the operations contemplated by the financial qualifications provisions of 10 CFR 50.33(f)(2), but rather all of its licensed activities will involve possession of radioactive material in connection with maintaining the safe condition of the plant, overseeing maintenance of the ISFSI, and completing the decommissioning of LACBWR. Thus, the existing decommissioning trust funds and any other financial assurance for

decommissioning are the appropriate sources of funds to consider for purposes of evaluating the financial qualifications of Solutions.

Under the terms of the Decommissioning Agreement governing the Dairyland trust for LACBWR, Solutions will have the right to access the LACBWR Trust Account within the trust to pay for decommissioning expenses by providing a certification to Dairyland, which will authorize disbursement from the LACBWR Trust Account to Solutions. The rights of Solutions to access the LACBWR Trust Account are set forth in Section 9.3 of the Decommissioning Agreement, which is provided as Enclosure 1.

Solutions has prepared Enclosure 5, *Schedule and Financial Information for Decommissioning*, which provides financial projections for the duration of the La Crosse Restoration Project and shows that the amount of the decommissioning trust funds in the LACBWR Trust Account at the time of transfer will be adequate to fund the La Crosse Restoration Project. The right to draw on the source of funds described herein and the *pro forma* projected costs for the planned decommissioning period set forth in Enclosure 5 provide the requisite financial information for this license transfer request consistent with 10 CFR 50.33(f)(2). Solutions notes that the estimated costs for decommissioning cover the full scope of the project, including site restoration activities.

In addition to the trust funds, Solutions will have access to other financial assurance mechanisms secured or provided by Solutions' parent, EnergySolutions, Inc., including a guaranty in the amount of \$15 million and the third party Performance Bond in the amount of 20 percent of the total amount agreed upon under the Decommissioning Agreement to perform the Site Restoration Project (approximately \$17 million). The funds available from the decommissioning trust funds and Performance Bond provide reasonable assurance in accordance with 10 CFR 50.75(e) & 50.82(a)(8) that there will be adequate funds necessary to conduct the required decommissioning activities throughout the period of the License.

As of December 31, 2014, the assets in the LACBWR NDT had an approximate market value of \$91,136,925. Prior to the License transfer to Solutions as part of the Decommissioning Agreement, Dairyland will make withdrawals from the trust funds to pay for any accrued but unpaid decommissioning expenses, including decommissioning planning activities conducted by Solutions and its affiliates. Dairyland will assure that the LACBWR Trust Account will retain a minimum of \$84,950,000, as adjusted (decreased) pursuant to Section 1.1(4) of the Decommissioning Agreement for decommissioning expenses invoiced and paid to Solutions and its affiliates after September 17, 2015 and prior to the transfer of the License. In addition to reductions for expenses, this amount may be adjusted (increased) using the Consumer Price Index as provided by Sections 1.1(4), (12) & (110) of the Decommissioning Agreement, depending upon the actual Closing Date. Dairyland will also maintain a separate balance in the ISFSI Trust Account (approximately \$1.8-1.9 million) within the LACBWR NDT for the purpose of funding the decommissioning of the ISFSI at some time in the future after the DOE removes the fuel for disposition under the Nuclear Waste Policy Act of 1982, as amended. The funds in this trust account provide the financial assurance for decommissioning the ISFSI required by 10 CFR 72.30(c) in accordance with the "prepayment" method of assurance.

Solutions believes that the amount of funds to be maintained in the LACBWR Trust Account at the time of transfer is sufficient to fund the estimated site-specific costs for radiological decommissioning. See Enclosure 5. This Enclosure also provides a five year *pro forma* projection of the decommissioning expenses expected to be funded from the LACBWR Trust

Account. In addition, Solutions anticipates that there will be earnings on the trust fund assets in the LACBWR Trust Account during the period of decommissioning, which provides further assurance that adequate funds will be available to complete decommissioning. As such, the availability of funds in the LACBWR Trust Account satisfies the "prepayment" method of providing decommissioning funding assurance pursuant to 10 CFR 50.75(e)(1)(i).

EnergySolutions is uniquely able to assure the disposal of any and all low level waste without risk to burial cost increase or waste volume increases. EnergySolutions will additionally mitigate the risk of any other cost overruns through the availability of funding from its parent, in the form of a third party surety bond provided as a Performance Bond in an amount equal to 20% percent of the estimated decommissioning costs or approximately \$17 million. This surety can be used to pay decommissioning expenses or would be payable into the LACBWR Trust Account. A form of the Performance Bond is provided as Exhibit E to the Decommissioning Agreement. The Performance Bond qualifies as additional financial assurance in the form of a surety bond that meets the requirements of 10 CFR 50.75(e)(1)(iii)(A).⁴

In addition, EnergySolutions will provide an irrevocable Disposal Capacity Easement, which provides for rights for disposal capacity of 450,000 cubic feet at the Clive, Utah facility. This disposal capacity is sufficient to dispose of all of the Class A Low Level Waste that may be shipped from the LACBWR Site, including waste that can be made compliant to be disposed at the Clive, Utah facility. The form of this easement is provided as Exhibit C to the Decommissioning Agreement. In connection with the rights under this easement, the Decommissioning Agreement also provides for a Disposal Services Agreement, which would govern the terms under which the disposal capacity can be accessed. A form of this agreement is provided as Exhibit D to the Decommissioning Agreement. Both the Disposal Capacity Easement and Disposal Services Agreement will be held by Dairyland as additional security for Solutions' performance, and assures that these rights should not be rejected in a bankruptcy of EnergySolutions. These arrangements assure a disposal pathway for the remaining radioactive waste at LACBWR, other than spent nuclear fuel.

The Performance Bond and disposal easement arrangements provide further assurance of the performance by Solutions of its decommissioning obligations and other commitments in the Decommissioning Agreement. These further assurances supplement the financial assurance for decommissioning provided by the funds in the LACBWR Trust Account under the "prepayment" method of assurance.

7. Restricted Data

This Application does not contain any Restricted Data or other classified National Security Information, and it is not expected that any such information will become involved in Solutions' licensed activities. However, in the event that such information does become involved, and in accordance with 10 CFR 50.37, "Agreement Limiting Access to Classified Information," Solutions agrees that it will appropriately safeguard such information and will not permit any individual to have access to such information until the individual has been appropriately approved for such access under the provisions of 10 CFR Part 25, "Access Authorization for

⁴ As stated above, EnergySolutions is also obligated to provide a \$15 million parent company guaranty of the performance of decommissioning by Solutions. However, this obligation does not meet the requirements of 10 CFR 50.75(e)(iii)(B) for purposes of providing financial assurance for decommissioning.

Licensee Personnel," and/or Part 95, "Facility Security Clearance and Safeguarding of National Security Information and Restricted Data."

8. Other Nuclear Regulatory Issues

a. Price-Anderson Indemnity and Nuclear Insurance

Solutions requests that NRC amend the Price-Anderson indemnity agreement for the LACBWR to add Solutions upon the NRC consent to the proposed transfer of the License. Dairyland will continue to maintain the existing onsite property damage insurance coverage and the existing offsite nuclear liability coverage in accordance with the exemptions to 10 CFR 50.54(w) and 10 CFR 140.11 issued by the NRC in a letter dated June 26, 1986. In addition, the NRC's June 26, 1986 letter provides that participation in the secondary insurance pool is not required based on the permanently defueled status of LACBWR.

b. Standard Contract for Disposal of Spent Nuclear Fuel

Dairyland will retain ownership of the spent nuclear fuel and will keep in effect its Standard Contract for Disposal of Spent Nuclear Fuel and/or High Level Waste with the DOE for the disposal of spent nuclear fuel to be performed by the DOE ("Standard Contract") and will retain all rights and obligations under that contract. This Standard Contract, No. DE-CR01-83NE44377, dated June 15, 1983, was entered into by Dairyland and the United States of America, represented by the DOE, to govern spent nuclear fuel generated at LACBWR. Dairyland will maintain possession of the LACBWR spent nuclear fuel and will be responsible for maintenance and security of ISFSI Site under the Company Services Agreement with Solutions, subject to oversight by Solutions. Solutions will have exclusive responsibility under the NRC License for the possession, maintenance and decommissioning of the LACBWR Site, which includes responsibility to NRC for the maintenance and security of the ISFSI Site.

Dairyland also will retain its Standard Contract rights and title to the LACBWR spent nuclear fuel, consistent with the terms of Section 302(b)(4) of the Nuclear Waste Policy Act, which contemplates that Standard Contract rights flow with "title to the spent nuclear fuel or high level waste involved." 42 U.S.C. § 10222(b)(4).

Dairyland will remain an owner licensee for purposes of its owning spent nuclear fuel at the ISFSI Site. Even it were not specifically licensed, Dairyland's continued ownership of the LACBWR spent nuclear fuel and retention of title would be authorized under general licenses granted for the ownership, but not possession, of spent fuel pursuant to 10 CFR 72.6(b) and the general licenses for byproduct, source and special nuclear material granted pursuant to 10 CFR 31.9, 40.21, 70.20, respectively.

Neither operation of the reactor nor loading of fuel is authorized under the LACBWR Possession Only License. Therefore, Solutions does not need to have a Standard Contract.

c. Exclusion Area Control

Upon approval of the transfer, Solutions will have control over the LACBWR exclusion area and will have authority to determine all activities within the exclusion area to the extent required by 10 CFR Part 100. Dairyland will act as a service provider to Solutions to provide operations, maintenance, access control, and security services for the ISFSI Site, subject to the requirements

of the License and the access control programs implemented thereunder and Solutions' right to control activities in those areas. Section 6.1 of the Decommissioning Agreement assures that Solutions has the rights to control the site as necessary to comply with the requirements of the NRC License including the ability of Solutions to exclude personnel and property from the Exclusion Area to the extent required by 10 CFR Part 100.

d. **Post Shutdown Decommissioning Activities Report**

Solutions will prepare an Amended PSDAR for LACBWR that is proposed to be effective upon the license transfer. The Amended PSDAR will be submitted separately for review and consideration by the NRC. In accordance with 10 CFR 50.82(a)(4)(i), the Amended PSDAR will present a description of the planned decommissioning activities to be undertaken by Solutions, along with a schedule for their accomplishment and an estimate of expected costs.

e. **QA Program**

Upon consummation of the transfer, Solutions will assume authority and responsibility for the functions necessary to fulfill the QA requirements of the Permanently Defueled Technical Specifications and as specified for LACBWR in the Quality Assurance Program Description (QAPD), Revision 28 (or later revision if effected). Dairyland will transfer all of the current functions of the existing QA organization to Solutions, although Solutions may contract with EnergySolutions for certain QA oversight and inspection functions. Solutions does not anticipate any changes to the existing QA program for the LACBWR beyond conforming changes consistent with the license transfer, but any changes that do occur will be made in accordance with 10 CFR 50.54(a).

9. **Requested Review Schedule and Other Required Approvals**

Applicants respectfully request that the NRC review and complete action expeditiously on the enclosed Application toward issuance of the NRC consent to the transfer of the License to Solutions. In any event, Applicants request issuance of an Order by March 1, 2016. We are prepared to work closely with the NRC Staff to facilitate the Application's review. Applicants request that the NRC issue an Order authorizing the transfers to take place at any time up to one year after the date of issuance of the Order, or such later date as may be permitted by the NRC. Applicants also request that the License changes be made effective as of the Closing Date.

The Applicants will advise the NRC if there are any significant changes that could have an impact on the Closing Date.

10. **Regulatory Safety Analysis**

The changes proposed for the LACBWR License are shown in Attachment 2, and clean pages are provided as Attachment 3 to the transmittal letter. The changes conform to the License to reflect the proposed transfer of authority and responsibility for licensed activities under the License to Solutions. Consistent with the generic determination in 10 CFR 2.1315, "Generic determination regarding license amendments to reflect transfers," paragraph (a), the proposed conforming license amendment involves no significant hazards consideration, because it does no more than conform the license to reflect the transfer action.

The proposed license amendment does not involve any change in the design or licensing basis, plant configuration, the status of the LACBWR, or the requirements of the License.

Therefore, the proposed approval does not: (1) involve an increase in the probability or consequences of an accident previously analyzed; (2) create the possibility of a new or different kind of accident from the accidents previously evaluated; or (3) involve a significant reduction in a margin of safety.

11. Environmental Considerations

This Application and accompanying administrative amendments are exempt from environmental review, because they fall within the categorical exclusion appearing at 10 CFR 51.22(c)(21), "Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions," for which neither an Environmental Assessment nor an Environmental Impact Statement is required.

12. Summary

In summary, the proposed transfer of the License to Solutions will be consistent with the requirements of the Atomic Energy Act, NRC regulations, and regulatory guidance. Upon consummation of the transfer, Solutions, with EnergySolutions, will proceed expeditiously to complete the decommissioning of the LACBWR, so there will be no adverse impact on public health and safety. The transfer of the License will not be inimical to the common defense and security and does not involve foreign ownership, control or domination. Applicants therefore request that the NRC consent to the transfer in accordance with 10 CFR 50.80 and approve the conforming administrative amendment pursuant to 10 CFR 50.92.

ENCLOSURE 1

**DECOMMISSIONING
AGREEMENT
("AGREEMENT")**

LA CROSSE BOILING WATER REACTOR

DECOMMISSIONING AGREEMENT

BY AND BETWEEN

DAIRYLAND POWER COOPERATIVE, as COMPANY

AND

LACROSSESOLUTIONS, LLC, as CONTRACTOR

OCTOBER 8, 2015

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DECOMMISSIONING AGREEMENT

THIS DECOMMISSIONING AGREEMENT, dated as of October 8, 2015 (the "Effective Date"), is entered into by and between Dairyland Power Cooperative, a Wisconsin cooperative association ("Company"), and LaCrosseSolutions, LLC, a Delaware limited liability company ("Contractor"). Company and Contractor are referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Company wishes to engage and pay Contractor to perform the activities necessary to Decommission the LACBWR Facility and, as applicable, NRC-Licensed Site, including permitting activities, demolishing, decontaminating and dismantling existing structures and facilities, and waste disposal, as further described herein, to achieve End-State Conditions, as defined herein.

WHEREAS, Contractor is experienced and qualified in providing technical assistance, design, licensing, engineering, procurement, supply, construction management, construction, decommissioning services, and nuclear waste packaging, storage transportation and disposal services, and possesses the requisite expertise and resources to achieve End-State Conditions.

WHEREAS, in conjunction with the Decommissioning, the Parties have agreed to transfer the NRC license for the NRC-Licensed Site to Contractor, while Company retains a NRC license as owner of the NRC-Licensed Site, including the Spent Nuclear Fuel, and that while the NRC license is assumed by Contractor, Contractor shall assume the responsibility to complete the Decommissioning to achieve the End-State Conditions consistent with this Agreement; following which the Parties will transfer the NRC license back to the Company.

WHEREAS, in conjunction with Decommissioning, Company has agreed to pay for the operations, maintenance and security of ISFSI Site during the time that Contractor is an NRC License licensee; provided, however, the Parties agree that Contractor has sole and absolute discretion over the operations, maintenance and security of ISFSI Site and those activities performed thereon as subject to this Agreement.

WHEREAS, Company desires to provide the services, materials and equipment to operate, maintain and secure the ISFSI Site, and Company possesses the services, materials and equipment necessary and required to maintain the ISFSI Site in a stable, safe and secure condition.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Contractor hereby agrees as follows:

1. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms have the meanings specified in this Section 1.1.

(1) "Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(2) "Aggregate Benchmark Rate of Return" means as of any date of determination, the percent change in the fair market value of the assets of the Benchmark Fund determined on a cumulative basis from the Effective Date to the most recent anniversary of the Effective Date.

(3) "Aggregate Inflation Rate" means as of any date of determination, the percent change in the Inflation Index determined on a cumulative basis from the Effective Date through the most recent anniversary of the Effective Date.

(4) "Agreed Amount" means an amount of funds in the DTF Decommissioning Account equal to:

[REDACTED]

(5) "Agreed Outage Period" has the meaning set forth in Section 8.6(d).

(6) "Agreement" means this Decommissioning Agreement, and all of the Exhibits and Schedules attached hereto, as each may be amended, supplemented or modified from time to time in accordance with the terms hereof.

(7) "Amended and Restated DTF Agreement" means the "Dairyland Power Cooperative Nuclear Decommissioning Trust," as amended and restated in the form set forth in Exhibit A, which will be executed at Closing and remain in effect after Closing.

(8) "Amended and Restated LLC Agreement" shall have the meaning set forth in Section 2.4(k).

(9) “Ancillary Agreements” means the Amended and Restated DTF Agreement, Performance Bond, Performance Guaranty, Disposal Capacity Easement, Disposal Services Agreement, Pledge Agreement, Company Services Agreement, the Lease Agreement for the LACBWR Facility Structures and the Amended and Restated LLC Agreement.

(10) “ANI” means American Nuclear Insurers.

(11) “Annual Benchmark Rate of Return” means as of any date of determination, the percent change in the fair market value of the assets of the Benchmark Fund during the twelve-month period ending on the most recent anniversary of the Effective Date.

(12) “Annual Inflation Rate” means as of any date of determination, the percentage change in the Inflation Index as of the most recent anniversary of the Effective Date over the Inflation Index as of the preceding anniversary of the Effective Date.

(13) “Arbitration Rules” shall have the meaning set forth in Section 11.7(a).

(14) “Arbitration Tribunal” shall have the meaning set forth in Section 11.7(b)(ii).

(15) “Arbitrator” shall have the meaning set forth in Section 11.7(b)(ii).

(16) “Authority” shall have the meaning set forth in Section 11.7(a).

(17) “Bankruptcy Code” means Title 11 of the United States Code, as amended from time to time, or any similar federal or state Law for the relief of debtors.

(18) “Bankruptcy Event” means, with respect to any Person, that any one or more of the following has occurred:

(a) that Person has commenced a voluntary case concerning itself under the Bankruptcy Code;

(b) an involuntary case is commenced against that Person under the Bankruptcy Code and the petition is not controverted within thirty (30) days, or is not dismissed within ninety (90) days after commencement of the case;

(c) a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or any substantial part of the property of that Person;

(d) that Person commences any other proceedings under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction whether now or hereafter in effect relating to that Person;

(e) there is commenced against such Person any proceeding of the type described in clause (d) above and such proceeding is not controverted within thirty (30) days or remains undismissed for a period of ninety (90) days;

(f) any order of relief or other order approving any case or proceeding of the types described in clauses (b) or (d) above is entered;

(g) that Person commences a case seeking to have it adjudicated insolvent or bankrupt;

(h) that Person makes a general assignment for the benefit of creditors; or

(i) that Person admits in writing its general inability to pay its debts when due or shall, by any act consents to, approves or acquiesces in any of the foregoing.

(19) "Basket" has the meaning set forth in Section 18.1(d).

(20) "Benchmark Fund" means a hypothetical fund of invested assets consisting of Barclays Capital U.S. Aggregate Bond Index as of the Effective Date.

(21) "Business Books and Records" means all books, operating records, licensing records, quality assurance records, purchasing records, and equipment repair, maintenance or service records of Company relating to the design, construction, licensing, operation or Decommissioning of the LACBWR Facility, including operating, safety and maintenance manuals, inspection reports, environmental assessments, engineering design plans, documents, blueprints and as built plans, specifications, operating procedures and other similar items of Company, wherever located, including those records related to LACBWR-related structures, or operations or activities anywhere on the NRC-Licensed Site, whether existing in hard copy or magnetic or electronic form (subject to the right of Company to retain copies of same for its use). Business Books and Records do not include the records of Company primarily relating to the design, construction, licensing, or operation of the Genoa 3 Facility, its transmission substation, its transmission facilities, its backup system control center, its coal ash landfill or its other buildings or facilities unrelated to the Decommissioning that are also located on the NRC-Licensed Site.

(22) "Business Day" any day (other than Saturdays, Sundays and national holidays in the United States of America) on which commercial banks are normally open to conduct business in the United States of America.

(23) "Byproduct Material" means any radioactive material (except Spent Nuclear Fuel) yielded in, or made radioactive by, exposure to the radiation incident to the process of producing or utilizing Spent Nuclear Fuel.

(24) "Cap" has the meaning set forth in Section 18.1(d).

(25) "Casualty Loss" has the meaning set forth in Section 5.5.

(26) "Change Conditions" shall have the meaning set forth in Section 11.1(a).

(27) "Change in Law" means (a) the enactment, adoption, promulgation, modification (including a change in interpretation of a Law), or repeal of a Law; or (b) the modification

(including a change in interpretation of a Permit, License or Environmental Permit), of any Permit, License or Environmental Permit.

(28) "Change Order" means a written order authorizing a change in the Decommissioning work or Contractor's other obligations under this Agreement, Target Completion Date, End-State Conditions, or an adjustment in the Agreed Amount, substantially in the form of Exhibit B.

(29) "Change Order Dispute" shall have the meaning set forth in Section 11.7.

(30) "Change Order Dispute Notice" shall have the meaning set forth in Section 11.7(a).

(31) "Change Order Matters" shall have the meaning set forth in Section 11.1(b).

(32) "Class A Low Level Waste" means Low Level Waste whose physical form and characteristics meet the minimum requirements set forth in 10 C.F.R. § 61.56(a) but are not Greater Than Class C Waste and not classified as Class B or Class C Low Level Waste under 10 C.F.R. § 61.55(a)(2).

(33) "Class B Low Level Waste" means Low Level Waste whose physical form and characteristics meet the minimum requirements set forth in 10 C.F.R. § 61.56(a) but are not Greater Than Class C Waste and not classified as Class A or Class C Low Level Waste under 10 C.F.R. § 61.55(a)(2).

(34) "Class C Low Level Waste" means Low Level Waste whose physical form and characteristics meet the minimum requirements set forth in 10 C.F.R. § 61.56(a) but are not Greater Than Class C Waste and not classified as Class A or Class B Low Level Waste under 10 C.F.R. § 61.55(a)(2).

(35) "Closing" has the meaning set forth in Section 2.1.

(36) "Closing Date" has the meaning set forth in Section 2.1.

(37) "Code" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time.

(38) "Commercially Reasonable Efforts" mean efforts which are designed to enable a Party, directly or indirectly, to expeditiously satisfy a condition to, or otherwise assist in the consummation of, the transactions contemplated by this Agreement and which do not require the performing Party to expend any funds or assume Liabilities other than expenditures and Liability assumptions which are customary and reasonable in nature and amount in the context of the transactions contemplated by this Agreement. Requirements for a Person to exert Commercially Reasonable Efforts are not requirements that the Person exert every conceivable effort, take any unreasonable actions, sacrifice its own economic or business interests, or incur substantial Liabilities. An obligation to exert Commercially Reasonable Efforts does not constitute a guarantee by the Person of the desired outcome.

(39) “Company” has the meaning set forth in the opening paragraph.

(40) “Company Delay” means any act or omission by Company or its respective contractors (other than Contractor and the members of the Contractor Group) that delays Contractor in the performance of its obligations under this Agreement; provided, however, that an act or omission of Company or its respective contractors shall only be a Company Delay to the extent that (i) the delay resulting therefrom is beyond the reasonable control of the Contractor; (ii) Contractor is unable to prevent, avoid or overcome the delay resulting from such act or omission through the exercise of diligent efforts; and (iii) the applicable act or omission is not the result of Contractor’s act, omission, fault or negligence.

(41) “Company Group” means Company’s employees, representatives, Affiliates, agents, contractors, licensees, lessees, guests, invitees, successors and assigns.

(42) “Company Indemnified Parties” means Company and its officers, directors, employees, Affiliates and agents.

(43) “Company Material Adverse Effect” means: (i) any event, occurrence, fact, condition, change or changes in, or effect on, the NRC-Licensed Site that individually or cumulatively are or could be materially adverse to Contractor’s performance of the Decommissioning and its other obligations under this Agreement; or (ii) a material adverse effect on the ability of Company to perform its obligations hereunder or under the Ancillary Agreements. Any determination under this Agreement of whether a Company Material Adverse Effect could reasonably be expected to have occurred will be made with the understanding that, while the general plans for the Decommissioning and other obligations of the Contractor under this Agreement are generally understood by the Company as of the Effective Date, Contractor’s detailed plans for performance of the Decommissioning and its other obligations under this Agreement are not known to the Company. Notwithstanding the foregoing, a “Company Material Adverse Effect” shall not include (i) any change in any Law generally applicable to similarly situated assets; or (ii) any change in the application or enforcement of any Law by any Governmental Authority, with respect to the NRC-Licensed Site or to similarly situated Persons, unless in each case such change in Law or application or enforcement of Law prohibits or hinders consummation of the transactions or work contemplated by this Agreement or affects the NRC-Licensed Site or the Parties in any manner or degree significantly different from or disproportionate compared to the effects of such changes on the industry as a whole.

(44) “Company Permit” means each Permit or Environmental Permit that is listed on Exhibit O as a Company Permit and each other Permit or Environmental Permit that Company is required to acquire under this Agreement.

(45) “Company Proprietary Information” has the meaning set forth in the definition for Proprietary Information.

(46) “Company Services Agreement” means a Services Agreement between Company and Contractor under which Company agrees to perform certain services for Contractor, substantially in the form of Exhibit L.

(47) “Company’s Event of Default” has the meaning set forth in Section 15.1(b).

- (48) **"Company's Non-Exclusive Access Right"** has the meaning set forth in **Section 8.6(c)**.
- (49) **"Condemned"** has the meaning set forth in **Section 8.5(a)**.
- (50) **"Confidentiality Agreement"** means the Mutual Confidentiality Agreement by and between Contractor's Parent and Company, dated as of February 25, 2013.
- (51) **"Contract"** means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.
- (52) **"Contractor"** has the meaning set forth in the opening paragraph.
- (53) **"Contractor Default License Transfer"** has the meaning set forth in **Section 9.3(h)**.
- (54) **"Contractor Group"** means Contractor's employees, representatives, Affiliates, agents, contractors, subcontractors, licensees, lessees, guests, invitees, successors and assigns.
- (55) **"Contractor Indemnified Parties"** means Contractor and its officers, directors, employees, Affiliates and agents.
- (56) **"Contractor Lien"** has the meaning set forth in **Section 6.7**.
- (57) **"Contractor Material Adverse Effect"** means: (i) any event, occurrence, fact, condition, change or changes in, or effect on, the Contractor that individually or cumulatively are or could be materially adverse to the operation, condition (financial or otherwise) of Contractor, taken as a whole or (ii) a material adverse effect on the ability of Contractor to perform its obligations hereunder or under the Ancillary Agreements. Notwithstanding the foregoing, a "Contractor Material Adverse Effect" shall not include (i) any change in any Law generally applicable to similarly situated Persons; or (ii) any change in the application or enforcement of any Law by any Governmental Authority, with respect to the NRC-Licensed Site or to similarly situated Persons, unless in each case such change in Law or application or enforcement of Law prohibits or hinders consummation of the transactions or work contemplated by this Agreement or affects the Contractor in any manner or degree significantly different from or disproportionate compared to the effects of such changes on the industry as a whole.
- (58) **"Contractor Permit"** means each Permit or Environmental Permit that is listed on **Exhibit O** as a Contractor Permit and each other Permit or Environmental Permit that Contractor is required to acquire under this Agreement.
- (59) **"Contractor Proprietary Information"** has the meaning set forth in the definition for Proprietary Information.
- (60) **"Contractor's Costs"** means the amounts that Contractor pays in connection with the performance of its Decommissioning obligations under this Agreement, whether a direct cost incurred by Contractor or an amount paid to third parties or to EnergySolutions, LLC, a Utah limited liability company, or any of its Affiliates, including without limitation costs for labor,

materials, equipment, or services, compensation expenses, and general and administrative expenses.

(61) "Contractor's Event of Default" has the meaning set forth in Section 15.1(a).

(62) "Contractor's Margin" means the amount, if any, by which (a) the Agreed Amount, including earnings thereon, less amounts drawn to date from the Agreed Amount exceeds (b) the amount of Contractor's Costs that Contractor reasonably projects it will pay (1) in the performance of its Decommissioning obligations under this Agreement between a given date and the date of achievement of the End-State Conditions and (2) in completion of work described in Section 6.5.

(63) "Contractor's Non-Exclusive Access Right" has the meaning set forth in Section 8.6(b).

(64) "Contractor's Parent" means EnergySolutions, Inc., a Delaware corporation.

(65) "Contracts" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

(66) "Cost to Complete" means (a) the amount of Contractor's Costs that Contractor reasonably projects it will pay in the performance of its Decommissioning obligations under this Agreement between a given date and the date of achievement of the End-State Conditions, plus (b) any Contractor's Margin then included in the Project Budget.

(67) "Current DTF Agreement" means the "Dairyland Power Cooperative Nuclear Decommissioning Trust," amended as of December 14, 2011, which will remain in effect prior to Closing.

(68) "Decommission" and "Decommissioning" means (i) the dismantlement and removal of the structures, and any reduction or removal of radioactivity, at the LACBWR Facility to a level that permits the release of all or any specified portion of the NRC-Licensed Site consistent with the radiological criteria for license termination specified by the NRC in 10 C.F.R. § 20.1401-20.1406 for industrial uses; (ii) all other activities necessary for the retirement, dismantlement, decontamination and/or storage of the LACBWR Facility to comply with all applicable Nuclear Laws and Environmental Laws, including the applicable requirements of the Atomic Energy Act and the NRC's rules, regulations, orders and pronouncements thereunder; and (iii) any planning and administration activities incidental thereto; provided, however, that Decommissioning does not include any work outside of the LACBWR Facility or LACBWR Facility Area except for remediation of radiological contamination to the extent required by the NRC and as otherwise required to achieve the End-State Conditions; provided, further, that "Decommission" with respect to the ISFSI Site shall mean to remove facilities or structures within the ISFSI Site and to reduce residual radioactivity to a level that permits release of the property for industrial use and termination of the license.

(69) "Decommissioning Agent" means the Contractor.

(70) “Decommissioning Plan” means the activities contemplated by the Post Shutdown Decommissioning Activities Report submitted by Company to the NRC on March 12, 2014.

(71) “Decommissioning Planning Services Contract” means the Decommissioning Planning Services Contract to be entered into between Company and EnergySolutions Services, Inc., a Tennessee corporation.

(72) “Department of Energy Decommissioning and Decontamination Fees” means all fees related to the Department of Energy’s Special Assessment of utilities for the Uranium Enrichment Decontamination and Decommissioning Funds pursuant to Sections 1801, 1802 and 1803 of the Atomic Energy Act and the Department of Energy’s implementing regulations at 10 C.F.R. Part 766, as those statutes and regulations exist at the time of execution of this Agreement, applicable to separative work units purchased from the Department of Energy in order to decontaminate and decommission the Department of Energy’s gaseous diffusion enrichment facilities.

(73) “Direct Claim” has the meaning set forth in Section 18.3(d).

(74) “Disbursement” means a withdrawal from the DTF Decommissioning Account used to compensate Contractor for those fees and expenses associated with Decommissioning the NRC-Licensed Site.

(75) “Disbursement Certificate” has the meaning set forth in Section 9.3.

(76) “Disclosed Hazardous Substances” means Hazardous Substances (a) that are described on Schedule 1.1(76) or (b) that Contractor reasonably should have anticipated would be present at the LACBWR Facility as the result of the construction in accordance with Law or operation in accordance with Law of the LACBWR Facility (for avoidance of disagreement, examples of such Hazardous Substances include lead or lead-containing PCB-containing paints or materials in the LACBWR Facility and the presence of asbestos-containing materials in the LACBWR Facility).

(77) “Disposal Capacity Asset” means the Disposal Capacity Easement and the Disposal Services Agreement to be executed and delivered on the Closing Date, which together provide for an irrevocable right to capacity at the Clive, Utah facility for the disposal of any or all of the WAC-compliant Class A Low Level Waste situated in the NRC-Licensed Site as of the occurrence of any Contractor Event of Default, at the Clive, Utah Facility without any payments or other obligation to Contractor, Contractor’s Parent or their Affiliates except as provided under the Disposal Capacity Easement or the Disposal Services Agreement.

(78) “Disposal Capacity Easement” means the irrevocable easement for disposal capacity at the Clive, Utah Facility in substantially the form attached as Exhibit C.

(79) “Disposal Services Agreement” means the disposal services agreement in substantially the form attached as Exhibit D.

(80) “DTF” means the external trust fund created and maintained by Company with respect to the NRC-Licensed Site, which until Closing will have a single account and after

Closing will have the following two separate accounts: (i) the DTF Decommissioning Account; and (ii) the DTF ISFSI Site Account.

(81) “DTF Decommissioning Account” means a DTF account created and maintained solely for the purposes of funding the performance of Contractor’s obligations under this Agreement, and does not include the DTF ISFSI Site Account.

(82) “DTF Investment Managers” means the entity or entities retained to furnish investment management services for the DTF as further described in the Amended and Restated DTF Agreement.

(83) “DTF ISFSI Site Account” means a DTF account created and maintained solely for the purpose of Decommissioning the ISFSI Site, and does not include the DTF Decommissioning Account.

(84) “DTF ISFSI Site Account Amount” means an amount of funds in the DTF ISFSI Site Account, plus the earnings thereon.

(85) “Effective Date” has the meaning set forth in the opening paragraph.

(86) “Encumbrances” means any charges, claims, mortgages, pledges, liens, security interests, equitable interests, options, conditional and installment sale agreements, conservation easement, deed restrictions, easement, encroachment, right-of-ways, right of first refusal or encumbrances and charges of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

(87) “End-State Conditions” means all of the following: (i) the License Termination Plan has been completed (as defined in applicable NRC regulations), with the exception of future removal of Spent Nuclear Fuel from the NRC-Licensed Site and the Decommissioning of the ISFSI Site; (ii) the NRC has approved the amendment to the NRC License to release from NRC jurisdiction the NRC-Licensed Site, except for the ISFSI Site; (iii) Contractor has performed environmental remediation of Hazardous Substances arising from Contractor’s Decommissioning of the LACBWR Facility (but not including Hazardous Substances not arising from Contractor’s Decommissioning activities) sufficient to comply with Environmental Laws; (iv) all buildings and structures constituting the LACBWR Facility have been removed to a minimum of three feet (3’) below grade and backfilled, graded and seeded to prevent erosion; and (v) underground storage tanks and large diameter pipes that are part of the LACBWR Facility and not otherwise required by Law or this Agreement to be removed shall be filled. The Parties acknowledge and understand that the End-State Conditions assume the radiological criteria for license termination specified by the NRC in 10 C.F.R. § 20.1401-20.1406 for industrial uses.

(88) “Environment” means all soil, real property, air, water (including surface waters, streams, ponds, drainage basins and wetlands), groundwater, water body sediments, stream sediments or land, including land surface or subsurface strata, including all fish, plant, wildlife, and other biota and any other environmental medium or natural resource.

(89) **“Environmental Claim”** means any and all written communications alleging potential Liability, administrative or judicial actions, suits, orders, liens, notices alleging Liability, notices of violation, investigations which have been disclosed in writing to Company, complaints, requests for information relating to the Release into the Environment of Hazardous Substances or Nuclear Materials, proceedings, or other written communication, whether criminal or civil, pursuant to or relating to any applicable Environmental Law by any Person (including any Governmental Authority) based upon, alleging, asserting, or claiming any actual or potential: (i) violation of, or Liability under, any Environmental Law or Environmental Permit at the LACBWR Facility, which violation or Liability has not been resolved to the satisfaction of the party making such communication; or (ii) Liability for investigatory costs, cleanup costs, removal costs, remedial costs, response costs, monitoring costs, natural resource damages, property damage, personal injury, fines, or penalties arising out of, based on, resulting from, or related to the presence or Release into the Environment of any Hazardous Substances or Nuclear Materials at or from the NRC-Licensed Site.

(90) **“Environmental Clean-up Site”** means any location which is listed or formally proposed for listing on the National Priorities List, the Comprehensive Environmental Response, Compensation and Liability Information System, or on any similar state list of sites requiring investigation or cleanup.

(91) **“Environmental Condition”** means (i) Hazardous Substances that are present at the NRC-Licensed Site as of the Closing Date, except for Disclosed Hazardous Substances; and (ii) the presence of Hazardous Substances outside the NRC-Licensed Site, whether present before the Closing or as a result of migration after Closing, or otherwise, except to the extent that the presence of Hazardous Substances outside the NRC-Licensed Site arises from the acts or omissions of Contractor.

(92) **“Environmental Laws”** means all Laws, other than Nuclear Laws, relating to pollution, the protection, restoration or remediation of or prevention of harm to the Environment or natural resources, or the protection of human health and safety from the presence of Hazardous Substances, including Laws relating to Releases of Hazardous Substances (including Releases to the Environment) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Substances, and Laws regarding the treatment, storage, handling, transportation, and disposal of solid waste. “Environmental Laws” include the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Oil Pollution Act (33 U.S.C. §§ 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.) only as it relates to Hazardous Substances, and the Wisconsin Laws governing hazardous materials and solid waste, including Wis. Stat. Chapters 289, 291 and 292.

(93) **“Environmental Liabilities”** means (i) the presence of Hazardous Substances in, on, under, or migrating from the NRC-Licensed Site that, if known to the relevant Governmental Authority, would require remediation or other corrective action under the Environmental Laws,

without regard to how the Hazardous Substances came to be present at, on, under, or near the NRC-Licensed Site; (ii) the failure of the NRC-Licensed Site to be in compliance with any Environmental Laws; and (iii) any other act or omission, or condition existing with respect to the NRC-Licensed Site that gives rise to any Liability under Environmental Laws.

(94) “Environmental Permits” means any federal, state or local permits, licenses, approvals, consents, registrations or authorizations required by any Governmental Authority under or in connection with any Environmental Law including any and all orders, consent orders or binding agreements issued or entered into by a Governmental Authority under any applicable Environmental Law.

(95) “Event of Default” has the meaning set forth in Section 15.1.

(96) “Excluded Environmental Liabilities” means: (i) any Liabilities arising from the presence of Hazardous Substances at the NRC-Licensed Site as of the Closing Date, except for Disclosed Hazardous Substances; (ii) any Liabilities relating to the pre-Closing off-site disposal, storage, transportation or recycling of Hazardous Substances generated at the NRC-Licensed Site or at any other properties owned, leased or operated by Company or its Affiliates in connection with the operation of the LACBWR Facility; (iii) any Liabilities arising from pre-Closing noncompliance with Environmental Laws or Environmental Permits, but excluding liabilities arising from pre-Closing noncompliance with Environmental Laws or Environmental Permits if such noncompliance has caused or causes contamination by Nuclear Materials for which remediation is necessary to achieve the End-State Conditions as required by NRC decommissioning regulations; (iv) any third-party tort Liabilities, whether arising from known, unknown, disclosed or undisclosed environmental contamination or contamination by Nuclear Materials, but excluding third-party tort liabilities arising from acts or omissions of Contractor or its breach of the Ancillary Agreements; (v) any Liabilities under Environmental Laws arising from or related to the presence of Hazardous Substances outside the NRC-Licensed Site, whether present before the Closing or as a result of migration after Closing, or otherwise, except for those liabilities and obligations arising from the acts or omissions of Contractor; (vi) notwithstanding anything in this Agreement to the contrary, any Liabilities related to, or arising out of, the operation of the Genoa 3 Facility; (vii) any Liabilities arising from Company’s remediation or other corrective action to address a Release of Hazardous Substances at the NRC-Licensed Site during the performance of Contractor’s obligations under this Agreement; (viii) any Environmental Liabilities arising after the termination of the NRC License, except to the extent those Environmental Liabilities arise from actions or inactions by Contractor; and (ix) any Environmental Liabilities arising with respect to any required cleanup of the coal ash pile or ash storage facility at the NRC-Licensed Site, except to the extent of Nuclear Materials established as a matter of scientific or other fact (and not only of Law) to have been generated by LACBWR.

(97) “Exclusion Area Boundary” means the boundary that completely surrounds the ISFSI Site.

(98) “Final Determination” means (i) a decision, judgment, decree or other order by any court of competent jurisdiction, which decision, judgment, decree or other order has become final after all allowable appeals (other than appeals to the United States Supreme Court) by either party to the action have been exhausted or the time for filing such appeals has expired, (ii) a

closing agreement entered into (x) under Section 7121 of the Code or any other settlement agreement entered into in connection with an administrative or judicial proceeding and (y) with the written consent of the Contractor (such consent not to be unreasonably withheld, conditioned or delayed), (iii) the expiration of the time for instituting suit with respect to the claimed deficiency or (iv) the expiration of the time for instituting a claim for refund, or if such a claim was filed, the expiration of the time for instituting suit with respect thereto.

(99) "Force Majeure" means events or circumstances that are outside the non-performing Party's reasonable control, e.g., acts of God; war; acts of civil disobedience; acts of terrorism; fires; explosions; earthquakes; epidemics; landslides; hurricanes or windstorms; riots; floods; sabotage or other malevolent acts; labor strikes or other similar acts of industrial disturbance (other than acts of employees of the nonperforming Party or its Affiliates); acts, delays in acting, or failure to act of a Governmental Authority (including a taking or condemnation); and/or any similar events or occurrences; provided, however, an event shall only be considered an event of Force Majeure to the extent: (i) such event is beyond the reasonable control of the non-performing Party; (ii) the non-performing Party is unable to prevent, avoid, overcome or cure such event through the exercise of Commercially Reasonable Efforts; (iii) such event is not the proximate result of the non-performing Party's act, omission, fault or negligence, including failure to maintain equipment in good working order, failure to comply with any contract, or failure to comply with all applicable Laws; and (iv) such event results in a material impairment of the Party's ability to perform. For the avoidance of doubt, it is expressly agreed that the unavailability of a disposal facility for Class B and Class C Waste, or the loss of market value of funds or other assets in the DTF Decommissioning Account due to changes in market conditions or investment directions by Contractor, are not events of Force Majeure.

(100) "General Draw Conditions" has the meaning set forth in Section 9.3(a)(ii)(C).

(101) "Genoa 3 Facility" means the fossil-fuel power plant adjacent to the LACBWR Facility currently owned by Company, including its associated coal inventory (including unloading and storage facilities), ash storage and loading facilities, barge fleeting and cleaning facilities, environmental control equipment and related treatment chemicals and storage facilities, parking lots, monitoring wells, potable water wells, warehouses, buildings, towers and other facilities used in connection with the operation of the fossil fuel power plant, Company's transmission substation, its transmission facilities, its backup system control center, its coal ash landfills and any other Company buildings or facilities unrelated to LACBWR that are also located on the NRC-Licensed Site.

(102) "Good Utility Practices" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the region during the relevant time period, or any of the practices, methods and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at lowest reasonable cost consistent with good business practices, reliability, safety and expedition. "Good Utility Practices" is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to include a spectrum of possible practices, methods or acts generally in acceptance in the region in light of the circumstances.

(103) "Governmental Authority" means any federal, state, local provincial, foreign, international or other governmental, regulatory or administrative agency, taxing authority, commission, department, board, or other government subdivision, court, tribunal, arbitrating body or other governmental authority.

(104) "Greater Than Class C Waste" means all radioactive waste located at the NRC-Licensed Site that contains radionuclide concentrations exceeding the values in Table I or Table 2 of 10 C.F.R. § 61.55, and therefore is currently not generally acceptable for disposal at existing (near surface) low level radioactive waste disposal facilities and any such radioactive waste created during the course of performance of Contractor's obligations under this Agreement.

(105) "Guaranteed Amount" has the meaning set forth in the Performance Guaranty.

(106) "Hazardous Substances" means: (i) any petroleum (or any fraction thereof), asbestos, asbestos-containing material, and urea formaldehyde foam insulation and transformers or other equipment that contains PCB; (ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "hazardous constituents", "restricted hazardous materials", "extremely hazardous substances", "toxic substances", "contaminants", "pollutants", "toxic pollutants", "hazardous air pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law; and (iii) any other chemical, material, waste or substance that can form the basis of any Liability under any applicable Environmental Law; except that, in each case and notwithstanding any other provision of this Agreement, Hazardous Substances shall not include Nuclear Materials.

(107) "High Level Waste Repository" means a facility which is designed, constructed and operated by or on behalf of the Department of Energy for the storage and disposal of Spent Nuclear Fuel in accordance with the requirements set forth in the Nuclear Waste Policy Act of 1982, as amended.

(108) "Income Tax" means any Tax (i) based upon, measured by or calculated with respect to net income, profits or receipts (including capital gains Taxes and minimum Taxes); or (ii) based upon, measured by or calculated with respect to multiple bases (including corporate franchise Taxes) if one or more of the bases on which such Tax may be based, measured by or calculated with respect to, is described in clause (i), in each case together with any interest, penalties or additions to such Tax.

(109) "Indemnifiable Loss" has the meaning set forth in Section 18.1(a).

(110) "Indemnifying Party" means the Person required to provide indemnification under this Agreement.

(111) "Indemnitee" means either Company Indemnified Party or Contractor Indemnified Party.

(112) "Inflation Index" means the Consumer Price Index for all Urban Customers – U.S. City Average All Items, Not Seasonally Adjusted (CPI-U NSA). If such index is discontinued or revised, the index used for purposes of this Agreement shall be adjusted or

replaced by the Parties in order to obtain substantially the same result as would be obtained if the Inflation Index has not been so discontinued or revised.

(113) “ISFSI Site” shall mean the independent spent fuel storage installation location where the Spent Nuclear Fuel from the LACBWR Facility is located and stored, as further described and occupying the area depicted in Exhibit K, as that area may be reduced under Section 13.2.

(114) “Knowledge” means: (i) with respect to Contractor, the actual knowledge (or the knowledge that would have been gained upon a reasonable inquiry) of appropriate employees of Contractor, EnergySolutions, LLC, a Utah limited liability company, or the corporate officers who are charged with responsibility for the particular function relating to the specific matter of the inquiry; and (ii) with respect to Company, the actual knowledge (or the knowledge that would have been gained upon a reasonable inquiry) of the employees and executive officers of Company who are charged with responsibility for the particular function relating to the specific matter of the inquiry.

(115) “LACBWR” means the La Crosse Boiling Water Reactor located in Genoa, Wisconsin.

(116) “LACBWR Facility” means LACBWR and the associated buildings and structures, including underground piping between buildings and the water intake and discharge facilities for LACBWR, as further described and occupying the area depicted in Exhibit H.

(117) “LACBWR Facility Area” means the area described and depicted in Exhibit H.

(118) “Law” or “Laws” means all laws, rules, regulations, codes, statutes, ordinances, decrees, treaties, and/or administrative orders of any Governmental Authority including administrative and judicial interpretations thereof and common law.

(119) “Lease Agreement for the LACBWR Facility Structures” means a lease agreement in substantially the form attached as Exhibit J.

(120) “Liability” or “Liabilities” means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), but only including a liability for Taxes to the extent specifically provided for herein. Without limiting the generality of the foregoing, in the case of the NRC License, “Liabilities” shall include the NRC Commitments.

(121) “License Termination” shall have the meaning defined in applicable NRC regulations.

(122) “License Termination Plan” shall have the meaning defined in applicable NRC regulations.

(123) “License Termination Planning Contract” means the Professional Services Contract dated as of January 30, 2014, between Company and EnergySolutions Services, Inc., a

Tennessee corporation, including the addenda executed pursuant to that Professional Services Contract.

(124) "Licenses" shall have the meaning set forth in Section 3.12.

(125) "Loss" or "Losses" means any and all damages, fines, fees, penalties, deficiencies, losses and expenses (including all remediation costs, fees of attorneys, accountants, and other experts, or other expenses of litigation or proceedings or of any claim, default or assessment).

(126) "Low Level Waste" means (i) radioactive material that is neither Spent Nuclear Fuel nor Byproduct Material and (ii) any other substance that the NRC, consistent with existing Law and in accordance with clause (i) set forth above, classifies as low-level radioactive waste.

(127) "Market Event" means when (i) the Annual Benchmark Rate of Return minus the Annual Inflation Rate is less than two percent (2%), and (ii) the Aggregate Benchmark Rate of Return minus the Aggregate Inflation Rate is also less than two percent (2%); provided that no more than two (2) Market Events shall occur during the term of this Agreement unless otherwise agreed by the Parties.

(128) "Market Event Extensions" means the twelve-month period beginning with the occurrence of a Market Event; provided that no more than two (2) Market Event Extensions shall occur during the term of this Agreement unless otherwise agreed by the Parties.

(129) "Milestone" shall have the meaning set forth in Section 9.3(e).

(130) "Milestone Date" shall have the meaning set forth in Section 9.3(e).

(131) "NEIL" means Nuclear Electric Insurance Ltd.

(132) "Notice of End-State Conditions" has the meaning set forth in Section 13.1.

(133) "Notice of Guarantor Advance or Repayment" has the meaning set forth in Section 9.3(i).

(134) "NRC" means the United States Nuclear Regulatory Commission and any successor agency thereto.

(135) "NRC-Licensed Site" means the entire site subject to the NRC License for the LACBWR Facility as of the Effective Date, including the LACBWR Facility, the Genoa 3 Facility, and the ISFSI Site, as further described and occupying the area depicted in Exhibit I.

(136) "NRC Commitments" means all written regulatory commitments identified as such by Company to the NRC as of the Effective Date with respect to the NRC-Licensed Site.

(137) "NRC License" means the NRC Possession Only License No DPR-45, Docket No. 50-409 for the NRC-Licensed Site and all amendments thereto.

(138) "NRI" means Nuclear Risk Insurers Ltd.

(139) "Nuclear Insurance Policies" means all nuclear insurance policies carried by or for the benefit of Company with respect to the ownership, operation or maintenance of the NRC-Licensed Site, including all nuclear liability, property damage and business interruption policies in respect thereof. Without limiting the generality of the foregoing, the term "Nuclear Insurance Policies" includes all policies issued or administered by ANI, NEIL or NRI.

(140) "Nuclear Laws" means all Laws, other than Environmental Laws, relating to the regulation of nuclear power plants, Source Material, Byproduct Material and Spent Nuclear Fuel; the regulation of Low Level Waste and Spent Nuclear Fuel; the transportation and storage of Nuclear Materials; the regulation of Safeguards Information (as defined in 10 C.F.R. 2.4); the regulation of Spent Nuclear Fuel; the enrichment of uranium; the disposal and storage of Spent Nuclear Fuel; contracts for and payments into the Nuclear Waste Fund; and the antitrust Laws and the Federal Trade Commission Act, as applicable to specified activities or proposed activities of certain licensees of commercial nuclear reactors. "Nuclear Laws" include the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2011 et seq.); the Price-Anderson Act (Section 170 of the Atomic Energy Act of 1954, as amended); the Energy Reorganization Act of 1974 (42 U.S.C. Section 5801 et seq.); Convention on the Physical Protection of Nuclear Material Implementation Act of 1982 (Public Law 97 -351; 96 Stat. 1663); the Foreign Assistance Act of 1961 (22 U.S.C. Section 2429 et seq.); the Nuclear Non-Proliferation Act of 1978 (22 U.S.C. Section 3201); the Low-Level Radioactive Waste Policy Act (42 U.S.C. Section 2021b et seq.); the Nuclear Waste Policy Act (42 U.S.C. Section 10101 et seq. as amended); the Low-Level Radioactive Waste Policy Amendments Act of 1985 (42 U.S.C. Section 2021d, 471); the Energy Policy Act of 1992 (4 U.S.C. Section 13201 et seq.); the provisions of 10 C.F.R. Section 73.21, and any state or local Laws, other than Environmental Laws, analogous to the foregoing.

(141) "Nuclear Materials" means Source Material, Byproduct Material, Low Level Waste, and Spent Nuclear Fuel.

(142) "Nuclear Waste Fund" means the fund established by Section 302(c) of the Nuclear Waste Policy Act in which the Spent Nuclear Fuel Fees to be used for the design, construction and operation of a High Level Waste Repository and other activities related to the storage and disposal of Spent Nuclear Fuel is deposited.

(143) "Outage Work" has the meaning set forth in Section 8.6(d).

(144) "Party" or "Parties" has the meaning set forth in the opening paragraph.

(145) "PCB" means polychlorinated biphenyl.

(146) "Performance Bond" means a performance bond with an initial value of twenty percent (20%) of the Agreed Amount with terms substantially similar to those in the form attached as Exhibit E. At the time of issuance, the Performance Bond will be issued by surety issuer(s) with a credit rating of A- or better and that are listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

(147) "Performance Guaranty" means a guaranty by Contractor's Parent in favor of Company in substantially the form attached as Exhibit F.

(148) "Permits" has the meaning set forth in Section 3.11.

(149) "Permitted Encumbrances" means: (i) those Encumbrances listed on Schedule 1.1(149); (ii) those Encumbrances arising from restrictions contained in Permits or Environmental Permits listed in Schedule 3.8; (iii) statutory liens for Taxes or other governmental charges or assessments not yet due or delinquent or the validity of which are being contested in good faith by appropriate proceedings; (iv) those Encumbrances arising from restrictions contained in the Real Property Agreements listed in Schedule 3.6; and (v) mechanics', materialmen's, carriers', workers', repairers' and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of Company or the validity of which are being contested in good faith, and which do not, individually or in the aggregate, exceed Ten Thousand Dollars (\$10,000).

(150) "Person" means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, association, or Governmental Authority.

(151) "Pledge Agreement" means a pledge agreement made by Contractor's Parent in favor of Company, in substantially the form attached as Exhibit G.

(152) "Project Budget" means a budget prepared at a level of detail not less than work breakdown structure Level 3 showing Contractor's best estimates of the Decommissioning costs and expenses, including contingency reserves, and showing the associated Contractor's Margin, at such date of determination, to be modified and revised from time to time, in order to achieve the Target Completion Date and End-State Conditions, giving effect to any extension of the schedule for such work by reason of conditions of Force Majeure or Schedule Extension Conditions.

(153) "Projected DTF Decommissioning Account Value" as of any date of determination means the aggregate funds projected to be available in the DTF Decommissioning Account, assuming the expenditure of funds in accordance with the then current Project Budget and then current Project Schedule.

(154) "Project Schedule" means a schedule showing Contractor's best estimate of the Decommissioning schedule, at such date of determination, to be modified and revised from time to time, in order to achieve the Target Completion Date and End-State Conditions, giving effect to any extension of the schedule for such work by reason of conditions of Force Majeure or Schedule Extension Conditions.

(155) "Proprietary Information" (i) with respect to information provided by or on behalf of Company or its Representatives to Contractor or its Representatives ("Company Proprietary Information"), shall mean all drawings, reports, data, software, materials or other information relating to the operation and maintenance or Decommissioning, actual or proposed, of the NRC-Licensed Site, any financial, operational or other information concerning Company or its Affiliates or their respective assets and properties, including geologic, geophysical, scientific or other technical information, and know-how, inventions and trade secrets, whether furnished

before or after the date hereof, whether oral or written or in electronic or digital media, and regardless of the manner in which it is furnished, including any such information that may be included or reflected in reports, analysis or other documents prepared by or on behalf of Contractor or its Representatives and any information provided to or obtained by Contractor or its Representatives pursuant to Section 12.1; but does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Contractor or its Representatives, (b) was available to Contractor or its Representatives on a non-confidential basis prior to its disclosure by Company or its Representatives, (c) becomes available to Contractor or its Representatives on a non-confidential basis from a Person other than Company or its Representatives who is not otherwise bound by a confidentiality agreement with Company or its Representatives, or is otherwise not under any obligation to Company or its Representatives not to transmit the information to Contractor or its Representatives, or (d) was independently developed by Contractor or its Representatives without reference to or reliance upon Proprietary Information obtained from Company or its Representatives; and (ii) with respect to information provided by or on behalf of Contractor or its Representatives to Company or its Representatives ("Contractor Proprietary Information"), shall mean information relating to Contractor's possession and maintenance, actual or proposed, of the NRC-Licensed Site and any financial, operational or other information concerning Contractor or its Affiliates or their respective assets and properties, whether provided before or after the date hereof, whether oral or written, and regardless of the manner in which it is furnished; but does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Company or its Representatives, (b) was available to Company or its Representatives on a non-confidential basis prior to its disclosure by Contractor or its Representatives, (c) becomes available to Company or its Representatives on a non-confidential basis from a Person other than Contractor or its Representatives who is not otherwise bound by a confidentiality agreement with Contractor or its Representatives, or is otherwise not under any obligation to Contractor or its Representatives not to transmit the information to Company or its Representatives, or (d) was independently developed by Company or its Representatives without reference to or reliance upon Proprietary Information obtained from Contractor or its Representatives.

(156) "Radiation Protection Management Services Contract" means the Professional Services Contract dated as of March 11, 2015, between Company and EnergySolutions Services, Inc., a Tennessee corporation.

(157) "Real Property Agreements" has the meaning set forth in Section 3.6.

(158) "Reduction Amount" shall have the meaning set forth in Section 9.3(e).

(159) "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the Environment or within any building, structure, facility or fixture; provided, however, that "Release" shall not include any release that is permissible under applicable Environmental Laws or Environmental Permits.

(160) "Representatives" of a Party means the Party and its Affiliates and their directors, officers, members, employees, agents, partners, advisors (including accountants, counsel, environmental consultants, financial advisors and other authorized representatives) and direct

and indirect parent companies and other controlling Persons. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(161) "Required Regulatory Approvals" are the required regulatory approvals listed in Schedule 3.3(b) and Schedule 4.3(b).

(162) "Schedule Extension Conditions" means: (i) delays caused by the discovery of material undisclosed Environmental Liabilities; (ii) delay in performance by (a) vendors that provide lifting, rigging and segmenting services and (b) railroads that are intended to provide rail access, rail cars and gondolas; (iii) delays caused by the issuance of a preliminary injunction or other order or decree; and/or (iv) the occurrence of a Market Event; provided, however, an event that causes delays shall only be a Schedule Extension Condition to the extent (x) such event is beyond the reasonable control of Contractor; (y) Contractor is unable to prevent, avoid or overcome such event through the exercise of Commercially Reasonable Efforts and proceed with work not affected by the Schedule Extension Condition; and (z) such event is not the result of Contractor's or of its Affiliates' act, omission, fault or negligence. A Schedule Extension Condition will continue only so long as Contractor is using diligent efforts to overcome such Schedule Extension Condition and only until it has been remediated, resolved or complied with or, in the case of clause (iv), only for the duration of the Market Event Extension. For the avoidance of doubt, it is expressly agreed that delay due to the unavailability of a disposal facility for Class B Waste and Class C Waste is not a Schedule Extension Condition.

(163) "Schedule Liquidated Damages" has the meaning set forth in Section 10.2(a).

(164) "Site Safety Plan" has the meaning set forth in Section 5.7.

(165) "Source Material" means: (i) uranium or thorium or any combination thereof, in any physical or chemical form, or (ii) ores which contain by weight one-twentieth of one percent (0.05%) or more of (a) uranium, (b) thorium, or (c) any combination thereof. Source Material does not include Spent Nuclear Fuel.

(166) "Spent Nuclear Fuel" means all fuel located at the ISFSI Site that has been permanently withdrawn from a nuclear reactor following irradiation, and has not been chemically separated into its constituent elements by reprocessing, and all Greater Than Class C Waste located at the NRC-Licensed Site.

(167) "Spent Nuclear Fuel Fees" means those fees assessed on electricity generated at the LACBWR Facility and sold pursuant to the Standard Spent Nuclear Fuel Disposal Contract, as provided in Section 302 of the Nuclear Waste Policy Act and 10 C.F.R. Part 961.

(168) "Spent Nuclear Fuel Management" means the management by Company of the ISFSI Site and the Spent Nuclear Fuel.

(169) "Standard Spent Nuclear Fuel Disposal Contract" means U.S. Department of Energy Contract No. DE-CR01-83NE44377, "Contract for Disposal of Spent Nuclear Fuel

and/or High-Level Radioactive Waste," which provides for the U.S. Government to arrange for the permanent disposal of the spent nuclear fuel located at the ISFSI Site.

(170) "Switchyard" means the switchyard west of the LACBWR Facility's turbine building that was dedicated to the LACBWR Facility.

(171) "Target Completion Date" means eighty-four (84) months from the Closing Date, as extended under Article 11.

(172) "Tax" or "Taxes" means, all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local, provincial or foreign taxing authority, including income, gross receipts, excise, real, unclaimed property, or personal property, sales, transfer, customs, duties, franchise, payroll, withholding, social security, receipts, license, stamp, occupation, employment, or other taxes, including any interest, penalties or additions attributable thereto, and any payments to any state, local, provincial or foreign taxing authorities in lieu of any such taxes, charges, fees, levies or assessments.

(173) "Tax Return" means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) required to be supplied to any Governmental Authority with respect to Taxes including amendments thereto, including any information return filed by a tax exempt organization and any return filed by a nuclear decommissioning trust.

(174) "Termination Date" has the meaning set forth in Section 16.1(a)(vii).

(175) "Third Party Claim" has the meaning set forth in Section 18.3(a).

(176) "Trustee" means the trustee of the DTF.

(177) "U.S. Government" means the government of the United States of America.

(178) "WAC" or "Waste Acceptance Criteria" means all applicable technical requirements that ensure that all environmental, safety, and operational standards are met before Low Level Waste is accepted for disposal.

2. THE CLOSING

2.1 Closing. The consummation of the respective obligations of the Parties contemplated by Article 2 (the "Closing") shall be held within five (5) Business Days after the date on which the last of the conditions precedent to Closing set forth in Sections 2.4 and 2.5 have been either satisfied or waived by the respective Party for whose benefit such conditions precedent exist (except with respect to those conditions which by their terms are to be satisfied at Closing), but in any event not after the Termination Date or the earlier termination of this Agreement pursuant to Article 16. The date of Closing is herein called the "Closing Date." The Closing shall be effective for all purposes as of 12:01 a.m. on the Closing Date.

2.2 Deliveries by Company.

At the Closing, Company will deliver, or cause to be delivered, the following to Contractor:

- (a) All Ancillary Agreements, duly executed and delivered by Company and/or third parties, as applicable;
- (b) Copies of any and all governmental and other third party consents, waivers or approvals obtained by Company with respect to the consummation of the transactions contemplated by this Agreement, including NRC approval for transfer of authority under the NRC License and conforming amendments naming Contractor as the licensee authorized to possess and maintain the NRC-Licensed Site and to act as the Company's Decommissioning Agent, and naming Company solely as the owner licensee licensed to possess ownership of the NRC-Licensed Site and the Required Regulatory Approvals obtained by Company;
- (c) Copies, certified by the Secretary or any Assistant Secretary of Company, of corporate resolutions authorizing the execution and delivery of this Agreement and all of the agreements and instruments to be executed and delivered by Company in connection herewith, and the consummation of the transactions contemplated hereby;
- (d) A certificate of the Secretary or any Assistant Secretary of Company identifying the name and title and bearing the signatures of the officers of Company authorized to execute and deliver this Agreement and the other agreements and instruments contemplated hereby;
- (e) A certificate of status with respect to Company, issued by the Department of Financial Institutions of the State of Wisconsin;
- (f) A schedule accurately setting forth the personal property located at the LACBWR Facility;
- (g) Originals or copies of all of the Business Books and Records in the possession of Company to the extent that such books and records may reasonably relate to or be affected by the ownership, possession, use or performance of Contractor's obligations under this Agreement with respect to the LACBWR Facility. As of the Closing, those Business Books and Records shall be located in the records storage section of the LACBWR Administration Building; and
- (h) Such other agreements, consents, documents, instruments and writings as are required to be delivered by Company at or prior to the Closing Date pursuant to this Agreement or the Ancillary Agreements or otherwise reasonably required in connection herewith.

2.3 Deliveries by Contractor.

At the Closing, Contractor will deliver, or cause to be delivered, the following to Company:

(a) All Ancillary Agreements, duly executed and delivered, as applicable, by Contractor and/or third parties, as applicable;

(b) Copies of any and all governmental and other third party consents, waivers or approvals obtained by Contractor with respect to the Closing, including the Required Regulatory Approvals obtained by Contractor;

(c) Copies, certified by the Secretary or any Assistant Secretary of Contractor of resolutions authorizing the execution and delivery of this Agreement, and all of the agreements and instruments to be executed and delivered by Contractor in connection herewith, and the consummation of the transactions contemplated hereby;

(d) A certificate of the Secretary or any Assistant Secretary of Contractor identifying the name and title and bearing the signatures of the officers of Contractor authorized to execute and deliver this Agreement, and the other agreements contemplated hereby;

(e) A certificate of good standing with respect to Contractor, issued by the Secretary of State of the State of Delaware;

(f) A copy of the certificate of registration application of Contractor to do business as a foreign limited liability company in the State of Wisconsin, issued by the Secretary of State of Wisconsin;

(g) (i) unaudited financial statements of Contractor's Parent dated no more than one-hundred twenty (120) days before the Closing Date, (ii) unaudited financial statements of Contractor dated no more than ninety (90) days before the Closing Date, certified by their respective officers and (iii) the most recent audited financial statements of Contractor's Parent;

(h) Contractor shall have delivered to Company a Project Budget and a Project Schedule as projected as of the Closing Date, showing Contractor's best estimates of Contractor's Costs, in order to achieve the Target Completion Date and End-State Conditions according to the schedule for the Decommissioning, without giving effect to any potential extension of the schedule for such work by reason of conditions of Force Majeure or Schedule Extension Conditions, which shall show that the Cost to Complete does not exceed the Projected DTF Decommissioning Account Value and that the End-State Conditions will be achieved no later than the Target Completion Date;

(i) Contractor shall have delivered to Company one of the following, at Contractor's election: (1) an executed consent and subordination agreement from the holders of any mortgage liens on the property subject to the Disposal Capacity Easement; or (2) a legal opinion in favor of Company issued by in-house counsel to Contractor (or, at Contractor's option, outside counsel to Contractor) in form and substance reasonably acceptable to Company indicating, with reasonable exceptions and qualifications for an opinion of this nature, that the Disposal Capacity Easement will remain in full force and effect notwithstanding a foreclosure of any mortgage or deed of trust lien on the property held by secured lenders; and

(j) Such other agreements, documents, instruments and writings as are required to be delivered by Contractor at or prior to the Closing Date pursuant to this Agreement or the Ancillary Agreements or otherwise reasonably required in connection herewith.

2.4 Conditions to Obligations of Company. The obligation of Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date (or the waiver by Company) of the following conditions:

(a) No preliminary or permanent injunction or other order or decree by any Governmental Authority which restrains or prevents the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements shall have been issued and remain in effect and no statute, rule or regulation shall have been enacted by any Governmental Authority which prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

(b) All Required Regulatory Approvals shall have been received, in form and substance reasonably satisfactory to Company, with such approvals from the NRC not being conditioned on Company providing additional security or financial assurance for performance of Company's services for the ISFSI Site's operations and maintenance and without conditions or requirements other than those accepted by Company or contemplated by this Agreement;

(c) Contractor shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Contractor on or prior to the Closing Date;

(d) The representations and warranties of Contractor set forth in this Agreement that are qualified by materiality and the representations and warranties of Contractor under Section 4.6 shall have been true and correct as of the date hereof and shall be true and correct as of the Closing Date as though made at and as of the Closing Date, and all other representations and warranties of Contractor set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct in all material respects as of the Closing Date as though made at and as of the Closing Date;

(e) Company shall have received a certificate from an authorized officer of Contractor, dated the Closing Date, certifying that the conditions set forth in Sections 2.4(c) and 2.4(d) have been satisfied;

(f) Since the date hereof, no Contractor Material Adverse Effect shall have occurred and be continuing;

(g) Contractor shall have delivered, or caused to be delivered, to Company at the Closing, Contractor's closing deliveries described in Section 2.3;

(h) EnergySolutions, LLC, a Utah limited liability company, shall have pledged its equity interest in Contractor, pursuant to the Pledge Agreement, as security for its obligations under the Performance Guaranty, and it shall have obtained any consents as may be required for the creation of this security interest, and Company's security interest shall have

attached and shall be a perfected, first-priority security interest in the entire equity interest in Contractor;

(i) Contractor and Company shall have agreed to the terms of the Performance Bond, with terms substantially in accordance with the form attached as Exhibit E that have been accepted by Contractor and Company;

(j) The representations and warranties of Contractor's Parent under Section 6 of the Performance Guaranty shall be true and correct as of the Closing Date as made at and as of the Closing Date, and Company shall have received a certificate from an authorized officer of Contractor's Parent, dated the Closing Date, certifying that the representations and warranties of Contractor's Parent under Section 6 of the Performance Guaranty are true and correct in all material respects as of the Closing Date;

(k) Contractor and Company shall have agreed to the terms of an amended and restated limited liability company agreement of the Company (the "Amended and Restated LLC Agreement"), with terms that permit Contractor to have a seat on Company's board for limited purposes as has been accepted by Contractor and Company;

(l) Contractor and Company shall have agreed to the terms of a statement of investment policy and objectives to govern the investment of funds in the DTF Decommissioning Account under the Amended and Restated DTF Agreement; and

(m) This Agreement and the Ancillary Agreements shall be in full force and effect as of the Closing Date, with no default thereunder, and all transactions contemplated by this Agreement or the Ancillary Agreements to occur at Closing shall have occurred or shall occur contemporaneously with the Closing.

2.5 Conditions to Obligations of Contractor. The obligations of Contractor to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date (or the waiver by Contractor) of the following conditions:

(a) No preliminary or permanent injunction or other order or decree by any Governmental Authority which restrains or prevents the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements shall have been issued and remain in effect and no statute, rule or regulation shall have been enacted by any Governmental Authority which prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

(b) All Required Regulatory Approvals shall have been received, in form and substance reasonably satisfactory to Contractor, without conditions or requirements other than those accepted by Contractor in this Agreement or the Ancillary Agreements;

(c) Company shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Company on or prior to the Closing Date;

(d) The representations and warranties of Company set forth in this Agreement that are qualified by materiality and the representations and warranties of Company under Section 3.5 shall have been true and correct as of the date hereof and shall be true and correct as of the Closing Date as though made at and as of the Closing Date, and all other representations and warranties of Company set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct in all material respects as of the Closing Date as though made at and as of the Closing Date;

(e) Contractor shall have received a certificate from an authorized officer of Company, dated the Closing Date, certifying that the conditions set forth in Sections 2.5(c) and 2.5(d) have been satisfied;

(f) Company shall have delivered, or caused to be delivered, to Contractor at the Closing, Company's closing deliveries described in Section 2.2;

(g) Since the date hereof, no Company Material Adverse Effect shall have occurred and be continuing;

(h) Contractor and Company shall have agreed to the terms of the Performance Bond, with terms substantially in accordance with the form attached as Exhibit E that have been accepted by Contractor and Company;

(i) Contractor and Company shall have agreed to the terms the Amended and Restated LLC Agreement, with terms that permit Contractor to have a seat on Company's board for limited purposes as has been accepted by Contractor and Company;

(j) Contractor and Company shall have agreed to the terms of a statement of investment policy and objectives to govern the investment of funds in the LACBWR Trust Account under the Amended and Restated DTF Agreement;

(k) This Agreement and the Ancillary Agreements shall be in full force and effect as of the Closing Date, with no default thereunder, and all transactions contemplated by this Agreement or the Ancillary Agreements to occur at Closing shall have occurred or shall occur contemporaneously with the Closing; and

(l) The DTF Decommissioning Account shall be fully available for payments to Contractor, subject to the terms set forth in the Amended and Restated DTF Agreement, in an amount not less than the Agreed Amount, to fund amounts required for Decommissioning and otherwise as contemplated by this Agreement and the Ancillary Agreements.

3. COMPANY'S REPRESENTATIONS AND WARRANTIES.

Company represents and warrants to Contractor as follows:

3.1 Organization; Qualification. Company is a cooperative duly organized, validly existing and in good standing under the Laws of the State of Wisconsin and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as is now being conducted. Copies of the articles of incorporation and bylaws of the

Company, each as amended to date, have heretofore been made available to Contractor. Schedule 3.1 sets forth each jurisdiction in which Company is licensed or qualified to do business, and Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the LACBWR Facility or the operation of the business related to the LACBWR Facility as currently conducted makes such licensing or qualification necessary.

3.2 Authority Relative to this Agreement. Company has full corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action required on the part of Company and no other corporate proceedings on the part of Company are necessary to authorize this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Company and at Closing, the Ancillary Agreements will be duly and validly executed and delivered by Company, and assuming that this Agreement and the applicable Ancillary Agreements constitute valid and binding agreements of Contractor, and subject to the receipt of Company's Required Regulatory Approvals, this Agreement and the Ancillary Agreements constitute the legal, valid and binding agreement of Company, enforceable against Company in accordance with their respective terms.

3.3 Consents and Approvals; No Violation.

(a) Subject to the receipt of the third-party consents set forth in Schedule 3.3(a) and the Required Regulatory Approvals, neither the execution and delivery of this Agreement or the Ancillary Agreements by Company nor the consummation of the transactions contemplated hereby or thereby by Company will (i) conflict with or result in the breach or violation of any provision of the articles of incorporation or bylaws of Company; (ii) require consent, notice or other action, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or give rise to any right of termination, cancellation, modification or acceleration, under any of the terms, conditions or provisions of any Contract or Permit to which Company is a party or by which Company may be bound; or (iii) violate in any material respect any Laws applicable to Company or the NRC-Licensed Site; provided, however, that Company makes no warranty or representation that the Permits that it currently holds are or will be adequate or the only Permits necessary for Contractor's activities or actions necessary to complete the Decommissioning or achieve the End-State Conditions.

(b) Except as set forth in Schedule 3.3(b), no material declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for the execution and delivery of this Agreement or the Ancillary Agreements or the consummation by Company of the transactions contemplated by this Agreement or the Ancillary Agreements other than such declarations, filings, registrations, notices, authorizations, consents or approvals which become applicable to Company as a result of the specific regulatory status of Contractor (or any of its Affiliates) or the result of any other

facts that specifically relate to the business or activities in which Contractor (or any of its Affiliates) is or proposes to be engaged.

3.4 Filings and Reports. Except as disclosed on Schedule 3.4, Company has filed or caused to be filed with the applicable state or local regulatory bodies, the NRC, and the Department of Energy, and the State of Wisconsin, as the case may be, all material forms, statements, reports and documents (including all exhibits, amendments and supplements thereto) required to be filed by Company with respect to the NRC-Licensed Site or the ownership or operation thereof under each of the applicable state public utility Laws, the Atomic Energy Act, the Energy Reorganization Act, and the Price-Anderson Act and the respective rules and regulations thereunder. All such filings complied in all material respects with all applicable requirements of the appropriate act and the rules and regulations thereunder in effect on the date each such report was filed. The representations and warranties under this Section 3.4 do not apply to any statement by Company in any filing regarding the cost estimated by Company to cause the NRC-Licensed Site to meet the End-State Conditions.

3.5 Absence of Company Material Adverse Effect. Since January 1, 2013, except as set forth in Schedule 3.5, to the actual knowledge of the officers and employees of the Company, with such knowledge limited, for the purpose of this Section 3.5 to the officers and employees of Company listed on Schedule 3.5, but without independent investigation or inquiry by or on behalf of Company or any such officer or employee, there has not been any Company Material Adverse Effect.

3.6 Real Property Agreements. To the Knowledge of Company, except as disclosed on Schedule 3.6, Company has not entered into any real property agreements, including, without limitation, any leases, subleases, licenses or other rental agreements or occupancy agreements (written or verbal), mortgages, deeds of trust, easements, agreements regarding potential ingress and egress to and from the NRC-Licensed Site, and other rights in real property including all material amendments thereto (collectively, the "Real Property Agreements"), which (i) affect any part of the NRC-Licensed Site and (ii) would reasonably be expected to materially impair Contractor's intended operation, possession, or use of the NRC-Licensed Site with respect to the performance of its obligations under this Agreement. There are no existing defaults by Company under any such Real Property Agreements that, individually or in the aggregate, could reasonably be expected to have a Company Material Adverse Effect, and, to the Knowledge of Company, no event has occurred which (whether with or without notice, lapse of time or both) would constitute a default by Company that could reasonably be expected to have a Company Material Adverse Effect. Company makes no representation or warranty under this Section 3.6 as to the adequacy of access to the LACBWR Facility Site for Contractor's intended purposes or to the effect of the Real Property Agreements on that access or the ability of Contractor to conduct its intended operations or the performance of its obligations under this Agreement, but nothing in this sentence limits Company's covenants to provide access under this Agreement.

3.7 Insurance. Except as set forth in Schedule 3.7, all material policies of property damage, fire, liability, Nuclear Insurance Policies, worker's compensation and other forms of insurance required for Company to be in compliance with NRC regulations relating to the LACBWR Facility are in full force and effect, all premiums with respect thereto covering all periods up to and including the Effective Date have been paid (other than retroactive premiums

which may be payable with respect to ANI, NEIL or NRI policies), and no written notice of cancellation, non-renewal or termination has been received with respect to any such policy which was not replaced on substantially similar terms prior to the date of such cancellation. Except as described in Schedule 3.7, as of the Effective Date, to the Knowledge of Company, no insurance with respect to the LACBWR Facility has been refused nor has its coverage been limited by any insurance carrier to which it has applied for any such insurance or with which it has carried insurance during the past three (3) years, and all required notices have been sent to insurers to preserve all material claims under the aforementioned insurance policies.

3.8 Environmental Matters. With respect to the NRC-Licensed Site and the ownership or operation thereof, except as to the Genoa 3 Facility and its ownership or operation and except as disclosed in Schedule 3.8:

(a) To the Knowledge of Company (with such Knowledge limited, for the purpose of this Section 3.8 to the officers and employees of Company listed on Schedule 3.8, but without independent investigation or inquiry by or on behalf of Company or any such officer or employee), other than for the presence of Disclosed Hazardous Substances and for pre-Closing noncompliance with Environmental Laws or Environmental Permits if such noncompliance has caused or causes contamination by Nuclear Materials for which remediation is necessary to achieve the End-State Conditions as required by NRC decommissioning regulations, there are no Environmental Liabilities;

(b) Company has obtained and holds all material Environmental Permits used in or necessary for its ownership and possession of the NRC-Licensed Site as conducted as of the date hereof, which are listed on Schedule 3.8. Each such Environmental Permit is in full force and effect. Company is in compliance in all material respects with all of its obligations under each such Environmental Permit. There are no proceedings pending, or to the Knowledge of Company (with such Knowledge limited, for the purpose of this Section 3.8 to the officers and employees of Company listed on Schedule 3.8, but without independent investigation or inquiry by or on behalf of Company or any such officer or employee), threatened, that could reasonably be expected to result in the revocation, termination, modification or amendment of any such Environmental Permit. Company has not failed to make in a timely fashion any application or other filing required for the renewal of any such Environmental Permit which failure could reasonably be expected to result in such Environmental Permit's termination or being revoked, terminated, suspended or adversely modified;

(c) There are no Environmental Claims pending or, to the Knowledge of Company (with such Knowledge limited, for the purpose of this Section 3.8 to the officers and employees of Company listed on Schedule 3.8, but without independent investigation or inquiry by or on behalf of Company or any such officer or employee), threatened against Company, with respect to the NRC-Licensed Site or the LACBWR Facility, and Company does not have Knowledge of any facts or circumstances which are reasonably likely to form the basis for any material Environmental Claim against Company with respect to the NRC-Licensed Site or the LACBWR Facility;

(d) Neither the NRC-Licensed Site nor any portion thereof is an Environmental Clean-up Site;

(c) To the Knowledge of Company (with such Knowledge limited, for the purpose of this Section 3.8 to the officers and employees of Company listed on Schedule 3.8, but without independent investigation or inquiry by or on behalf of Company or any such officer or employee), there are no (i) underground storage tanks, active or abandoned; or (ii) PCB-containing equipment located at the LACBWR Facility or the NRC-Licensed Site;

(f) To the Knowledge of Company (with such Knowledge limited, for the purpose of this Section 3.8 to the officers and employees of Company listed on Schedule 3.8, but without independent investigation or inquiry by or on behalf of Company or any such officer or employee), there are no material Encumbrances, other than Permitted Encumbrances, arising under or pursuant to an Environmental Law with respect to the NRC-Licensed Site or the LACBWR Facility and, to the Knowledge of Company (with such Knowledge limited, for the purpose of this Section 3.8 to the officers and employees of Company listed on Schedule 3.8, but without independent investigation or inquiry by or on behalf of Company or any such officer or employee), there are no facts, circumstances, or conditions that could reasonably be expected to materially restrict, encumber or result in the imposition of special conditions under any Environmental Law with respect to the Decommissioning of the NRC-Licensed Site or the LACBWR Facility, except those facts, circumstances or conditions relating to the status of the NRC-Licensed Site and the LACBWR Facility as a nuclear facility;

(g) There have been no environmental audits or assessments with respect to the NRC-Licensed Site or the LACBWR Facility by, on behalf of, or which are in the possession of Company which have not been made available to Contractor prior to the date hereof; and

(h) There have been no claims by Company against comprehensive general liability or excess insurance carriers for any Loss resulting from, relating to or arising from Environmental Claims with respect to the LACBWR Facility.

3.9 [Left intentionally blank.]

3.10 Legal Proceedings. There are no claims, actions, proceedings, judgments or investigations pending or, to the Knowledge of Company, threatened against or relating to Company before any court, arbitrator, mediator or Governmental Authority which, individually or in the aggregate, could reasonably be expected to (i) result in a material adverse effect with respect to the NRC-Licensed Site; (ii) prohibit or restrain the performance by Company of this Agreement or any of the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby or Contractor's ability to achieve the End-State Conditions; or (iii) result in a material claim against Contractor for damages as a result of Company entering into this Agreement or any of the Ancillary Agreements, or of the consummation of the transactions contemplated hereby or thereby. Company is not subject to any outstanding judgment, rule, order, writ, injunction or decree of any court, arbitrator or Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a Company Material Adverse Effect.

3.11 Permits. Company has all material permits, licenses, registrations, certificates, franchises and other governmental authorizations, consents and approvals, other than with respect to permits under Environmental Laws referred to in Section 3.8(b) or licenses issued by

the NRC referred to in Section 3.12 (collectively, “Permits”), used in, or necessary for its maintenance, ownership, use, or possession of, the LACBWR Facility or related to those LACBWR-related structures, operations, or activities on the NRC-Licensed Site as presently conducted or as required by Law; provided, that Company makes no representation or warranty that such Permits are all those that would be necessary for Contractor to perform Contractor’s obligations under this Agreement. Except as set forth in Schedule 3.11, Company has not received any written notification which remains unresolved that it is in violation of any of such Permits, or any Law applicable to the LACBWR Facility or related to those LACBWR-related structures, operations, or activities on the NRC-Licensed Site. Company is in compliance in all material respects with all Permits and Laws of any Governmental Authority applicable to the LACBWR Facility or those LACBWR-related structures, operations or activities on the NRC-Licensed Site.

3.12 NRC License. Company has all licenses, permits, and other consents and approvals applicable to NRC-Licensed Site that are issued by the NRC (collectively, “Licenses”) and are necessary to the ownership, possession and use of the NRC-Licensed Site as presently conducted, pursuant to the requirements of all Nuclear Laws, and all such Licenses are in full force and effect. Except as set forth in Schedule 3.12, Company has not received any written notification which remains unresolved that it is in violation of any of such Licenses, or any order, rule, regulation, or decision of the NRC with respect to the NRC-Licensed Site. Company is in compliance in all material respects with all Nuclear Laws and all orders, rules, regulations, or decisions of NRC applicable to it with respect to the NRC-Licensed Site.

3.13 DTF.

(a) With respect to all periods ending on or prior to the Closing Date: (i) the DTF is a trust, validly existing under the Laws of the State of Wisconsin with all requisite authority to conduct its affairs as it now does; (ii) the DTF satisfies all requirements necessary for all of such trust to be treated as a “grantor trust” for federal and state Income Tax purposes pursuant to Sections 671-678 of the Code of which Company is the “grantor”; and (iii) the DTF is in compliance in all material respects with all applicable Laws of the NRC and any other Governmental Authority.

(b) Company has heretofore delivered to Contractor a copy of the Current DTF Agreement, as in effect on the Effective Date.

(c) With respect to all periods ending on or prior to the Closing Date:
(i) Company and/or the Trustee of the DTF has/have filed or caused to be filed with the NRC and any other Governmental Authority all material forms, statements, reports, documents (including all exhibits, amendments and supplements thereto) required to be filed by such entities; and
(ii) Company is not subject to any Governmental Authority’s regulation over its rates that could reasonably be expected to pose a material risk of requiring disbursements to be made from the DTF.

(d) Schedule 3.13 sets forth a statement of assets of the DTF as of August 31, 2015 and such statement presents fairly in all material respects as of such date the fair market value of the assets of the DTF. There are no Encumbrances for Taxes affecting the assets of the

DTF other than Permitted Encumbrances. Company makes no representation or warranty that the assets of the DTF will be all those necessary for Contractor to cause the NRC-Licensed Site to fulfill the End-State Conditions.

(e) With respect to all taxable periods ending prior to the Closing Date, Company is not and was not required to file any Tax Returns with respect to the DTF, and the DTF is not subject to any Taxes, including Income Taxes.

3.14 Brokerage Fees. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Ancillary Agreement based upon arrangements made by or on behalf of Company.

3.15 Waste at NRC-Licensed Site. Schedule 3.15 sets forth an accurate statement regarding the Nuclear Materials and the Low Level Waste that is packaged and stored at the NRC-Licensed Site, and there are no other Nuclear Materials or other Low Level Waste that is packaged and stored at the NRC-Licensed Site.

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrants to Company as follows:

4.1 Organization; Qualification. Contractor is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware. Contractor has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Contractor has heretofore delivered or made available to Company complete and correct copies of its Certificate of Formation and Operating Agreement as currently in effect. Contractor is, or on the Closing Date will be, qualified to conduct business in the State of Wisconsin.

4.2 Authority Relative to this Agreement. Contractor has full corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the Closing will have been duly and validly authorized by all necessary corporate action required on the part of Contractor and no other corporate proceedings on the part of Contractor are necessary to authorize this Agreement or the Ancillary Agreements or to consummate the Closing. This Agreement has been duly and validly executed and delivered by Contractor and at Closing, the Ancillary Agreements will be duly and validly executed and delivered by Contractor, and assuming that this Agreement and the applicable Ancillary Agreements constitute valid and binding agreements of Company, and subject to the receipt of Contractor's Required Regulatory Approvals, this Agreement and the Ancillary Agreements constitute the legal, valid and binding agreement of Contractor, enforceable against Contractor in accordance with their respective terms.

4.3 Consents and Approvals; No Violation.

(a) Subject to the receipt of the third-party consents set forth in Schedule 4.3(a) and the Required Regulatory Approvals, neither the execution and delivery of

this Agreement and the Ancillary Agreements by Contractor, nor the Closing will (i) conflict with or result in any breach of any provision of the Certificate of Formation or Operating Agreement of Contractor; (ii) require consent, notice or other action, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or the lapse of time or both, would constitute a default under, or give rise to any right of termination, cancellation, modification or acceleration, under any of the terms, conditions or provisions of any Contract or Permit to which Contractor is a party or by which any of its assets may be bound, except as could not reasonably be expected, individually or in the aggregate, to have a Contractor Material Adverse Effect; or (iii) violate any Laws applicable to Contractor, which violations, individually or in the aggregate, would create a Contractor Material Adverse Effect.

(b) Except as set forth in Schedule 4.3(b), no material declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for the execution of this Agreement and the Ancillary Agreements and the consummation by Contractor of the Closing, other than such declarations, filings, registrations, notices, authorizations, consents or approvals which become applicable to Contractor as a result of the specific regulatory status of Company (or any of its Affiliates) or the result of any other facts that specifically relate to the business or activities in which Company (or any of its Affiliates) is or proposes to be engaged.

4.4 Legal Proceedings. There are no claims, actions, litigations, judgments, proceedings or investigations pending or, to the Knowledge of Contractor, threatened against Contractor before any court, arbitrator, mediator or Governmental Authority which, individually or in the aggregate, could reasonably be expected to (i) prohibit or restrain the performance by Contractor of this Agreement or the Ancillary Agreements or the Closing or (ii) result in a material claim against Company for damages as a result of Contractor entering into this Agreement or any of the Ancillary Agreements, or of the Closing. Contractor is not subject to any outstanding judgment, rule, order, writ, injunction or decree of any court, arbitrator or Governmental Authority which could reasonably be expected to have a Contractor Material Adverse Effect.

4.5 Filings. Except as disclosed on Schedule 4.5, as of the Closing Date, Contractor has filed or caused to be filed with the applicable state or local utility commissions or regulatory bodies, the NRC, the Department of Energy, and the State of Wisconsin, as the case may be, all material forms, statements, reports and documents (including all exhibits, amendments and supplements thereto) required to be filed by Contractor with respect to the Closing. All such filings complied in all material respects with all applicable requirements of the appropriate act and the rules and regulations thereunder in effect on the date each such report was filed. The representations and warranties under this Section 4.5 do not apply to any statement by Contractor in any filing regarding the cost estimated by Contractor to cause the NRC-Licensed Site to meet the End-State Conditions.

4.6 Absence of Contractor Material Adverse Effect. Except as set forth in Schedule 4.6, there has not been any Contractor Material Adverse Effect.

4.7 Brokerage Fees. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated

by this Agreement or any other Ancillary Agreement based upon arrangements made by or on behalf of Contractor for which the Company would be responsible.

4.8 Exclusivity. As of the date hereof Contractor has not and as of the Closing Date Contractor will not have conducted any material business other than the performance of its obligations under this Agreement and the Ancillary Agreements and the satisfaction of the End-State Conditions for the NRC-Licensed Site and except as set forth in Schedule 4.8.

4.9 Contractor's Parent. Contractor and Contractor's Parent conform to the restrictions on foreign ownership, control or domination contained in Sections 103d and 104d of the Atomic Energy Act of 1954, as applicable, and 10 C.F.R. § 50.38.

4.10 Contractor Capability. To the Knowledge of Contractor (without the requirement of independent investigation or inquiry by or on behalf of Contractor), Contractor and Contractor's Parent are financially capable and properly qualified to undertake their respective obligations under this Agreement and the Ancillary Agreements, and they are properly licensed, equipped, and organized to do so. The financial statements of Contractor's Parent and its consolidated subsidiaries as of and for the years ended December 31, 2013, and December 31, 2014, heretofore furnished by Contractor and Contractor's Parent to Company, are true and correct and present fairly, accurately, and completely the financial position of Contractor and Contractor's Parent, respectively, as of the dates and for the periods for which the same have been furnished, and all such financial statements have been prepared pursuant to and in accordance with generally accepted accounting principles applied on a consistent basis; provided that Contractor's representation and warranty under this sentence applies only to matters related to Contractor's Parent's financial ability to perform its obligations under the Performance Guaranty, and not to other operational or other matters related to the business of Contractor's Parent or its subsidiaries. To the Knowledge of Contractor (without the requirement of independent investigation or inquiry by or on behalf of Contractor), Contractor has sufficient financial resources, when combined with the assets to be made available to be drawn upon by Contractor from the DTF Decommissioning Account, and sufficient expertise and know-how to perform its obligations under this Agreement, including achievement of the End-State Conditions on or before the Target Date.

5. PRE-CLOSING COVENANTS

The provisions of this Article 5 apply solely between the Effective Date and the Closing Date.

5.1 Company's Conduct of Business Relating to the NRC-Licensed Site.

(a) Company shall use and maintain, or cause to be used and maintained, the NRC-Licensed Site in the ordinary course of present use consistent with Good Utility Practices; it being understood that any actions deemed reasonably necessary in the use and maintenance of the NRC-Licensed Site in accordance with Good Utility Practices shall be deemed to be in the ordinary course unless Company would reasonably expect such actions to impair in any material respect Contractor's performance of its obligations under this Agreement. Without limiting the generality of the foregoing, and, except as contemplated in this Agreement, without the prior

written consent of Contractor (unless the requirement for such consent would be prohibited by Law), which consent will not be unreasonably withheld or delayed, Company shall not directly do any of the following with respect to the LACBWR Facility or, where expressly indicated, the NRC-Licensed Site:

(i) materially amend, extend or voluntarily terminate prior to the expiration date thereof or allow to expire any of the Real Property Agreements (whether relating to the LACBWR Facility or the NRC-Licensed Site), or any Contract that is material to the ownership, present use, or possession of the LACBWR Facility or related to those LACBWR-related structures, operations or activities on the NRC-Licensed Site, or any Permit used in, or necessary for the maintenance, ownership, use, or possession of, the LACBWR Facility or related to those LACBWR-related structures, operations or activities on the NRC-Licensed Site, or Environmental Permit used in, or necessary for its maintenance, ownership, use, or possession of, the LACBWR Facility or related to those LACBWR-related structures, operations or activities on the NRC-Licensed Site, or waive any default by, or release, settle or compromise any claim against, any other party thereto, except that Contractor's approval is not required for actions with respect to Permits or Environmental Permits for which applications have been filed and approval is pending as of the Effective Date or for those amendments, extensions, or terminations of those Real Property Agreements, Contracts, Permits, or Environmental Permits that could not reasonably be expected to materially affect the Contractor's performance of its obligations under this Agreement;

(ii) fail to maintain property, liability or casualty insurance coverage by self-insurance or with financially responsible insurance companies insurance on the LACBWR Facility or the NRC-Licensed Site in such amounts and against such risks and losses as are customary for such assets and businesses and in compliance with NRC regulations and other applicable Laws, except for those insurance policies that will no longer be necessary after Closing;

(iii) move to the LACBWR Facility or the NRC-Licensed Site any Nuclear Materials or move to the LACBWR Facility any Hazardous Materials;

(iv) (a) become insolvent, (b) admit in writing its inability to pay its debts as they become due; (c) commence voluntarily or allow commencement of involuntary proceedings by or against it in bankruptcy or under any insolvency Law, which proceedings, if involuntary, are not dismissed within sixty (60) days after being instituted; (d) appoint a receiver or custodian for its assets; (e) allow proceedings to be instituted by or against it for cooperative winding down or termination or dissolution of it, which proceedings, if involuntary, have not been dismissed within sixty (60) days after being instituted; (f) make an assignment for the benefit of its creditors; (g) seize or attach substantially all of its assets, unless released within sixty (60) days after being seized or attached; or (h) indicate its consent to, approval of, or acquiescence in, any of the actions described in clauses (c) through (g) of this Section 5.1(a)(iv);

(v) make any modification to the LACBWR Facility, except for Decommissioning activities in the ordinary course of business and consistent with the Decommissioning Plan;

(vi) settle any claim or litigation that results in an obligation that adversely impacts the LACBWR Facility or LACBWR-related structures, operations or activities on the NRC-Licensed Site, the DTF or the obligations under the NRC License, except that Company may settle alleged violations of Permits or Environmental Permits without consent of Contractor if the settlement does not adversely affect the performance of Contractor's obligations under this Agreement;

(vii) knowingly engage in any practice, take any action, fail to take any action, or enter into any transaction that will result or could reasonably be expected to result in any misrepresentation or breach of warranty of Company hereunder as of the Closing Date;

(viii) amend the Current DTF Agreement in any way that would materially alter the business and investment practices with respect to the DTF; or

(ix) agree to enter into any of the transactions set forth in the foregoing provisions of this Section 5.1(a).

(b) Company shall also:

(i) maintain the LACBWR Facility in the ordinary course of business and in compliance with the Law, Permits, Environmental Permits and Contracts;

(ii) make all required deposits, if any, to the DTF and cause Trustee to pay all Taxes, if any, expenses and fees relating to the DTF;

(iii) notify Contractor of any amendments to the Current DTF Agreement; and

(iv) make available to Contractor monthly statements of the assets of the DTF.

5.2 Pre-Closing - Further Assurances. Subject to the terms and conditions of this Agreement, each of the Parties will use Commercially Reasonable Efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate the Closing. Notwithstanding anything in the previous sentence to the contrary, Company and Contractor shall use Commercially Reasonable Efforts to obtain all Permits and Environmental Permits necessary for Contractor to perform its obligations under this Agreement at the NRC-Licensed Site. Each Party shall cooperate with the other Party in all Commercially Reasonable Efforts to lift any preliminary or permanent injunction or other order or decree by any federal or state court or Governmental Authority that restrains or prevents the Closing. The Parties shall cooperate and exercise Commercially Reasonable Efforts to assist in the establishment of effective interfaces with local and State of Wisconsin authorities in areas such as emergency planning and security, as well as in the government relations arena.

5.3 Consents and Approvals.

(a) As promptly as practicable after the Effective Date, Contractor and Company, as applicable, shall make the filings necessary to obtain the Required Regulatory

Approvals. In fulfilling their respective obligations under this Section 5.3(a), Contractor and Company shall each use Commercially Reasonable Efforts to effect or cause to be effected any such filings within thirty (30) days after the Effective Date. Prior to any Party's submission of the applications contemplated by this Section 5.3(a), the submitting Party shall provide a draft of such application to the other Party for review and comment and the submitting Party shall in good faith consider any revisions reasonably requested by the reviewing Party. Each Party will bear its own costs of the preparation and review of any such filings.

(b) As promptly as practicable after the Effective Date, Contractor and Company shall file with NRC an application requesting consent under Section 184 of the Atomic Energy Act and 10 C.F.R. § 50.80 for the transfer of the NRC License authorizing possession and maintenance, including Decommissioning, of the NRC-Licensed Site from Company to Contractor, and approval of any conforming license amendments to reflect Company as the "owner" licensee and Contractor as the Company's Decommissioning Agent to act as the lead licensee authorized to possess and maintain the NRC-Licensed Site, and any other related approvals. In fulfilling their respective obligations set forth in the immediately preceding sentence, each of Contractor and Company shall use its Commercially Reasonable Efforts to effect any such filing within sixty (60) days after the Effective Date. Each Party will bear its own costs of the preparation of any such filing and NRC fees shall be equally shared by the Parties. Thereafter, Contractor and Company shall cooperate with one another to facilitate NRC review of the application by providing the NRC staff with such documents or information that the NRC staff may reasonably request or require any of the Parties to provide or generate.

(c) Company and Contractor shall cooperate with each other and, as promptly as practicable after the Effective Date: (i) prepare and make with any other Governmental Authority having jurisdiction over Company, Contractor, Contractor's Parent, or the NRC-Licensed Site, all filings required to be made with respect to the Closing (including those specified above); and (ii) use Commercially Reasonable Efforts to obtain the transfer or reissuance to Contractor of all Permits, Environmental Permits, consents, approvals and authorizations of all Governmental Authorities to the extent necessary for performance of Contractor's obligations under this Agreement. The Parties shall respond promptly to any requests for additional information made by such agencies, use their respective Commercially Reasonable Efforts to participate in any hearings, settlement proceedings or other proceedings ordered with respect to the applications, and use their respective Commercially Reasonable Efforts to cause regulatory approval to be obtained at the earliest possible date after the date of filing. The Parties shall equally share costs of the preparation and review of any filing with any Governmental Authority, and the Parties shall equally share the cost of any filing fees or other charges payable to any Governmental Authority in connection therewith. Company and Contractor shall have the right to review in advance all characterizations of the information relating to the transactions contemplated by this Agreement which appear in any filing made in connection with the transactions contemplated hereby and the filing Party shall consider in good faith any revisions reasonably requested by the non-filing Party.

5.4 Advice of Changes.

(a) Company will promptly advise Contractor, and Contractor will promptly advise Company, in writing of any change or circumstance arising, or being discovered, after the

Effective Date that would constitute a material breach of any representation, warranty or covenant of the advising or any other Party under this Agreement. If Contractor advises Company, or if Company advises Contractor, of any material breach of a representation, warranty or covenant of Company contained in this Agreement, Contractor shall have the right to terminate this Agreement in accordance with and subject to the provisions of Article 16. If Company advises Contractor, or if Contractor advises Company, of any material breach of a representation, warranty or covenant of Contractor contained in this Agreement, Company shall have the right to terminate this Agreement in accordance with and subject to the provisions of Article 16. If a Party fails to exercise its termination right on or before the Closing Date, the written notice under this Section 5.4 will be deemed to have amended the appropriate Schedule, or to have qualified the representations and warranties contained in Article 3 or 4.

(b) As of a date no more than five (5) days prior to the Closing, each of the Parties shall provide each other Party with any and all revisions, modifications and updates to the Schedules such that the Schedules will be true and correct as of such date. To the extent that such revisions, modifications and updates do not, either individually or in the aggregate, have a Company Material Adverse Effect or a Contractor Material Adverse Effect, as the case may be, then such revisions, modifications and updates will be deemed to be automatically incorporated into the Schedules for purposes of the indemnification rights contained in this Agreement. Notwithstanding anything in this Section 5.4(b) to the contrary, any such revisions, modifications or updates to the Schedules will not be deemed to have cured any inaccuracy or breach of any representation or warranty in this Agreement for purposes of the termination rights contained in this Agreement or of determining whether the conditions to Closing under Section 2.4 or 2.5 have been satisfied.

5.5 Casualty or Condemnation. If any portion of: (a) the LACBWR Facility is damaged or destroyed by fire or other casualty or is taken in condemnation or under right of eminent domain or (b) a portion of the NRC-Licensed Site other than the LACBWR Facility is damaged or destroyed by fire or other casualty or is taken in condemnation or under right of eminent domain impacting Contractor's ability to perform its obligations under this Agreement, and in either case of (a) or (b) of this Section 5.5, such casualty or condemnation results in a Loss that impacts Contractor's ability to perform its obligations under this Agreement in an amount equal to or exceeding Fifty Thousand Dollars (\$50,000) (each, a "Casualty Loss"), then (i) Contractor shall have the right to elect whether to terminate this Agreement or to proceed with the Closing and (ii) if Contractor does not terminate this Agreement, Company shall elect by written notice to Contractor prior to Closing to either (A) cause, at Contractor's sole cost and as promptly as reasonably practicable (which work may extend after the Closing Date), those portions of the NRC-Licensed Site affected by such Casualty Loss that affected Contractor's ability to perform its obligations under this Agreement to be repaired or restored so as to reduce the impact of the Casualty Loss on Contractor's obligations under this Agreement to less than Fifty Thousand Dollars (\$50,000); provided, that Contractor will be entitled to a Change Order to address the impact of that Casualty Loss, or (B) if Contractor agrees to the terms of the applicable Change Order, execute a Change Order with Contractor addressing the consequences of the Casualty Loss. In each case, Company shall retain all rights to insurance, condemnation awards and other claims against third parties with respect to the casualty or taking except to the extent the Parties otherwise agree in writing.

5.6 Contractor's Delivery of Financial Statements. Within ninety (90) days after the end of each calendar quarter except for the calendar quarter ending December 31 of a calendar year, Contractor shall deliver to Company unaudited financial statements of Contractor's Parent for the applicable calendar quarter. Within one hundred twenty (120) days after the end of each calendar year, Contractor shall deliver to Company audited financial statements of Contractor's Parent.

5.7 Joint Development of Site Safety Plan. Before Closing, Contractor and Company shall mutually develop a site safety plan (the "Site Safety Plan") that will govern their access to and activities with respect to the NRC-Licensed Site. The Site Safety Plan will address (a) the codes and standards applicable to work in and around utility transmission facilities and energized power lines, including safety clearances, and Company's site industrial safety rules applicable to contractors on the NRC-Licensed Site, (b) Company's site industrial safety rules applicable to the portions of the NRC-Licensed Site other than the LACBWR Facility Area, and (c) Contractor's site industrial safety rules applicable to the LACBWR Facility Area.

6. CONTRACTOR'S RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

Except for the provisions of Section 6.6, the provisions of this Article 6 apply solely after the Closing Date.

6.1 Authority for Operations; Limitations. As the Decommissioning Agent acting on behalf of Company, Contractor shall possess, maintain and Decommission the LACBWR Facility and shall control all activities at the NRC-Licensed Site as permitted and required by, and subject to the provisions and limitations set forth in, this Agreement, including Section 8.6. In carrying out its responsibilities, Contractor shall have authority, subject to Company's rights under this Agreement, to take any and all action, with payment made to Contractor through Company withdrawals from the DTF under the terms of the Amended and Restated DTF Agreement and Section 9.3, necessary or desirable to obtain and maintain in effect all licenses and permits issued by the NRC or other regulatory bodies relating to the NRC-Licensed Site that are necessary to effectuate the Decommissioning and amendment of the NRC License as contemplated by this Agreement and to enter into agreements and make other commitments necessary or desirable to carry out its responsibility to accomplish Decommissioning of the NRC-Licensed Site and amendment of the NRC License to release the NRC-Licensed Site except the ISFSI Site, including the authority to access the LACBWR Facility and the ISFSI Site by road and/or rail. For responsibilities under the NRC License, Contractor shall have sole authority, as the lead NRC licensee, to make all decisions for maintenance, Decommissioning, safety and security of the NRC-Licensed Site, to make all decisions to protect the public health and safety as required by the NRC License and applicable Laws and as are necessary to comply with applicable Laws. Contractor has no obligation to Decommission the ISFSI Site.

6.2 Decommissioning. Contractor shall perform required the Decommissioning and other work required under this Agreement on a schedule calculated to achieve the End-State Conditions by the Target Completion Date. Contractor shall give written notice to Company within a reasonable amount of time after Contractor knew or would reasonably have been expected to know of the impact of an event of Force Majeure, a Market Event or Company Delay that has occurred, stating the events or conditions that constitute the event of Force Majeure,

Market Event or Company Delay and the steps Contractor is taking or intends to take to overcome such events or conditions, if any. Failure or delay of Contractor to provide Company any of the notices required by the preceding sentence shall not waive Contractor's rights relating to or arising from an event of Force Majeure, Market Event or Company Delay, unless such failure causes material prejudice to Company or such notice is provided after the achievement of the End-State Conditions and the performance of all obligations under Article 13. Contractor shall give prompt written notice to Company upon the termination of any event of Force Majeure, Market Event Extension or Company Delay.

6.3 Security. Contractor shall be responsible for the provision of security and access control for all NRC-mandated security and access control at the NRC-Licensed Site in accordance with applicable Laws; provided, however, Company is responsible for all other security and access control at the NRC-Licensed Site. Contractor and Company shall implement access control and site security programs to be adhered to and followed during performance of Contractor's and Company's obligations under this Agreement.

6.4 Decommissioning in Compliance with Laws. Contractor shall, at its expense, in compliance with NRC regulations and the requirements of applicable Law, perform all Decommissioning work at the NRC-Licensed Site required to achieve the End-State Conditions. The LACBWR Facility shall be radiologically released meeting NRC MARISSM guidance and any other applicable Laws. Contractor shall promptly provide Company with copies of any Contractor reports to the NRC on the adequacy of Decommissioning financial assurance or NRC notices or requests for additional information on the conduct of the Decommissioning or Contractor's compliance with NRC requirements or Nuclear Laws. Notwithstanding the foregoing provisions of this Section 6.4 to the contrary, Contractor shall have no obligation to perform any remediation of Environmental Conditions or Excluded Environmental Liabilities with respect to the Genoa 3 Facility.

6.5 Removal of Improvements; Site Restoration. Contractor shall not construct any structures or install any equipment on the NRC-Licensed Site except as reasonably necessary to perform its obligations under this Agreement. Within sixty (60) days after the date that the End-State Conditions are achieved or deemed to have been achieved under Section 13.1 and Contractor has completed any other work required to be completed by Contractor under this Agreement, Contractor shall, at its expense, remove all structures that it has constructed or equipment that it has installed and that is located at the NRC-Licensed Site.

6.6 Switchyard. Company will deactivate the Switchyard prior to the Closing Date so that the Switchyard will be available for dismantlement as part of Contractor's performance of its obligations at the NRC-Licensed Site.

6.7 Covenant Against Liens. Except for Contractor's reservation of Contractor's own right to file a Contractor Lien as defined in this Section 6.7 (and then only to the extent that Company has failed to meet its payment obligations under this Agreement), Contractor shall not cause or permit any right of retention, mortgage, pledge, assessment, security interest, lease, advance claim, levy, claim, lien, charge or encumbrance (including any mechanic's or materialman's lien) to be asserted against the NRC-Licensed Site (a "Contractor Lien") as a result of any act or omission of Contractor, its agents, contractors and employees. In the event

any such Contractor Lien is filed, Contractor will within thirty (30) days after receiving written notice thereof cause such Contractor Lien to be released or bonded over. In the event such Contractor Lien is not timely released or bonded over, Company, at its sole option and in addition to any of its other rights and remedies, may bond over the same, and Contractor shall promptly upon notice thereof reimburse Company for the cost of such bond and other direct costs related to such action. Contractor shall indemnify, defend and hold harmless Company from and against any and all Contractor Liens arising out of or in any way connected with Contractor's use and occupancy of the NRC-Licensed Site (except to the extent such Contractor Lien results from the act or omission of Company and/or Company's Affiliates). Without limiting the generality of the foregoing, Contractor shall, to the fullest extent permitted by Law, cause all contractors, subcontractors, material suppliers, service providers, and other vendors performing work or providing materials or services at the NRC-Licensed Site with a value in excess of One Hundred Fifty Thousand Dollars (\$150,000) on behalf of Contractor to provide lien waivers. Contractor may cure any breach of the previous sentence by causing any applicable Contractor Lien to be released or bonded over in accordance with this Section 6.7.

6.8 Maintenance of Records. Contractor shall maintain in the LACBWR Administration Building all LACBWR Facility records maintained as of the date of the Closing in the LACBWR Administration Building and transfer all records created by Contractor and required to be maintained and held by the licensee of the NRC-Licensed Site under the NRC License and any other license or Permit held by Contractor to Company upon the completion of the End-State Conditions, the performance of work required to be performed by Contractor under this Agreement and the transfer of the NRC License to Company.

6.9 Cooperation for Claims Under Standard Contract. Contractor shall reasonably cooperate with Company at Company's reasonable cost with regard to any future litigation or other claims that Company may pursue against the U.S. Government for damages for breach of the Nuclear Waste Policy Act and the Standard Spent Nuclear Fuel Disposal Contract.

6.10 Foreign Ownership or Control. Contractor shall conform to the restrictions on foreign ownership, control or domination contained in Sections 103d and 104d of the Atomic Energy Act of 1954, as applicable, and the NRC's regulations in 10 C.F.R. § 50.38. Contractor shall not enter into any arrangements that will result in Contractor being owned, controlled or dominated by a foreign entity, except to the extent any such ownership, control or domination may be deemed acceptable by the NRC and/or mitigated under arrangements approved by the NRC.

6.11 Contractor's Responsibility for Hazardous Substances.

(a) In performance of its obligations under this Agreement, Contractor shall not be required to remove or remediate any Hazardous Substances at the NRC-Licensed Site or any off-NRC-Licensed Site property except: (i) Disclosed Hazardous Substances; (ii) to the extent that such removal or remediation is required to achieve the End-State Conditions; (iii) Hazardous Substances the presence of which are due to the acts or omission of Contractor; and (iv) Hazardous Substances that are the subject of an agreed Change Order.

(b) If Contractor should discover material believed to be a Hazardous Substance, Contractor shall promptly notify Company in compliance with Section 8.3 and the Parties shall follow the procedure under Section 8.3 for notification of authorities under applicable Law. If the material is determined to be an Environmental Condition, Company and Contractor shall determine whether Contractor may remediate the condition itself in the interest of minimal delay, with the cost and impact from the delay being deemed a basis for a Change Order, and if the Parties do not agree on that course, then the Contractor work in the location of the Hazardous Substance shall be suspended pending the Company's remediation of the Hazardous Substance. Company shall take responsibility for remediating Hazardous Substances that are an Environmental Condition, and any material delay or costs incurred by Contractor caused by the Company's remediation shall be deemed the basis for a Change Order.

(c) If the presence of the Hazardous Substance is such that the Contractor has responsibility for remediation under Section 6.11(a), then Contractor shall investigate and remediate the Hazardous Substance in compliance with applicable Law, keeping Company apprised of its actions and progress, and providing Company copies of any reports made by Contractor to Governmental Authorities.

(d) To the extent that the presence or extent of a Hazardous Substance is due in part to acts of omissions of the Contractor and in part to existence of an Environmental Condition, the cost of remediation and the impact from any related delay shall be reasonably apportioned between the Parties.

7. COMPANY'S RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

The provisions of this Article 7 apply solely after the Closing Date.

7.1 ISFSI-Related Obligations. Company shall compensate Contractor for any of its costs associated with the operations, maintenance, access control, and security of the ISFSI Site, including: (a) compliance with all requirements under the NRC License and applicable Law; (b) all annual NRC License fees; and (c) required nuclear insurance costs. Company shall perform the ISFSI-related obligations under this Section 7.1 in accordance with the Company Services Agreement, which includes performance of services in kind in lieu of cash, and may include direct cash payments for costs or fees.

7.2 Company Access. Consistent with Section 8.6, Company shall have reasonable access to the NRC-Licensed Site, subject to the requirements of the NRC License and the Site Safety Plan, for purposes of: (i) monitoring (at Company's expense) the performance by Contractor of its obligations under this Agreement, but shall have no right to direct or manage such service or dictate the scheduling of such services except for those services performed by Company under the Company Services Agreement, which will be subject to oversight by Contractor consistent with its responsibilities under the NRC License; (ii) performing remediation or other corrective action of Hazardous Substances that are not the responsibility of Contractor, as specified in Section 6.11; and (iii) continued ownership and operation of the Genoa 3 Facility.

7.3 Department of Energy Decommissioning and Decontamination Fees. Company will continue to pay all Department of Energy Decommissioning and Decontamination Fees relating to Spent Nuclear Fuel purchased and consumed at LACBWR prior to the Closing Date, including all annual Special Assessment invoices (if any) to be issued after the Closing Date by the Department of Energy, as contemplated by its regulations at 10 C.F.R. Part 766 implementing Sections 1801, 1802, and 1803 of the Atomic Energy Act.

7.4 Utilities and Site Maintenance Services. Company, at its own expense, shall arrange with the appropriate utility companies and service providers for the provision to the NRC-Licensed Site of water, sewer, trash collection, electricity, telephone, vegetation control, snow removal, access control and similar utility and site maintenance services reasonably required for the performance of Contractor's obligations under this Agreement. In accordance with the Company Services Agreement, Contractor may use the LACBWR Administration Building (except for the area used by Company for a fuels laboratory) for storage of LACBWR records and Contractor activities during the Contractor's performance. In view of the aged condition of the Administration Building and Company's plans to stop usage or demolish the building within five (5) years, in the event that maintenance of the LACBWR Administration Building would require Company to incur costs to repair or renovate elements of the building that would individually or cumulatively exceed Fifty Thousand Dollars (\$50,000), Company may elect not to incur those costs and may instead arrange for or furnish Contractor with alternative, temporary administrative facilities on the LACBWR Facility Area, instead of continuing usage of the LACBWR Administration Building.

8. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BOTH PARTIES

The provisions of this Article 8 apply solely after the Closing Date.

8.1 Compliance with Laws. Each Party shall conduct its operations on and adjacent to the NRC-Licensed Site in compliance with all Environmental Laws and Environmental Permits applicable to that Party, and neither (a) Company or Company Group nor (b) Contractor or Contractor Group shall use, bring, transport, store, keep or cause or allow the discharge or spill (or allow a threatened discharge or spill) of any Hazardous Substances in, on, under or from the NRC-Licensed Site or the areas adjacent thereto (including, without limitation, the Switchyard) in violation of Environmental Law. Each Party shall immediately notify the other in writing upon obtaining knowledge of any material violation of any applicable Laws relating to the NRC-Licensed Site or upon receiving any written notice, correspondence, written demand or written communication from any Governmental Authority alleging a material violation of any Laws, Permits or Environmental Permits relating to the NRC-Licensed Site.

8.2 Permits.

(a) Contractor shall obtain and maintain all Contractor Permits, including those identified or described in Exhibit O.

(b) Company shall obtain and maintain all Company Permits, including those identified or described in Exhibit O.

(c) Contractor shall cooperate with and shall provide reasonable assistance to Company in obtaining the Company Permits. Contractor shall appoint a Person to coordinate with Company and to serve as a single point of contact with Contractor with respect to all such matters. Contractor shall provide any data and other information reasonably available to Contractor that is requested by Company and required for any applications for the Company Permits and any amendments to such Permits or Environmental Permits that may become necessary during the performance of Contractor's obligations under this Agreement. Contractor understands that the Company Permits may require further approvals or authorizations for the performance of Contractor's obligations under this Agreement and that Company's ability to obtain and maintain such Permits or Environmental Permit and further approvals or authorizations may be in part dependent on Contractor's assistance and cooperation.

(d) Company shall cooperate with and shall provide reasonable assistance to Contractor in obtaining the Contractor Permits. Company shall appoint a Person to coordinate with Contractor and to serve as a single point of contact with Contractor with respect to all such matters. Company shall provide any data and other information reasonably available to Contractor that is requested by Contractor and required for any applications for the Contractor Permits and any amendments to such Permits or Environmental Permits that may become necessary during the performance of Contractor's obligations under this Agreement. Company understands that the Contractor Permits may require further approvals or authorizations for the performance of Contractor's obligations under this Agreement and that Contractor's ability to obtain and maintain such Permits or Environmental Permits and further approvals or authorizations may be in part dependent on Company's assistance and cooperation. Company's reasonable assistance shall not be deemed to include or require identification of all Permits or Environmental Permits necessary for Contractor's activities, or Company's agreement to modify any of the provisions in Company's permits for the Genoa 3 Facility. Any material delay by Contractor in obtaining a Contractor Permit or an amendment of a Contractor Permit, but only to the extent due to Company's failure to provide such reasonable assistance or to reasonably cooperate with Contractor with respect to the permitting process, may be the basis for a claim of a Company Delay for the purposes of this Agreement.

(e) In the event that a Permit or Environmental Permit that is identified as being required for the performance of Contractor's obligations under this Agreement is not identified on Exhibit O, Contractor or Company, as applicable, shall promptly, after it becomes aware of the need for such Permit or Environmental Permit, notify the other Party that such Permit or Environmental Permit is required. If such Permit or Environmental Permit is of a nature typically obtained by contractors in similar projects, or is similar to the permits identified as Contractor Permits, then Contractor shall, as part of the Contractor's obligations under this Agreement and without an adjustment to the Agreed Amount, obtain and maintain the Permit or Environmental Permit. If Contractor determines that it will obtain a Permit or Environmental Permit required for the performance of Contractor's obligations under this Agreement, and Contractor notifies Company in writing, the Permit or Environmental Permit shall thereafter be a Contractor Permit for the purposes of this Agreement. If such Permit or Environmental Permit is of a nature typically obtained by owners in similar projects, or is similar to the permits identified as Company Permits, then Company shall obtain and maintain the Permit or Environmental Permit. If Company determines that it will obtain a Permit or Environmental Permit required for the performance of Contractor's obligations under this Agreement, and Company notifies

Contractor in writing, the Permit or Environmental Permit shall thereafter be a Company Permit for the purposes of this Agreement.

8.3 Release of any Hazardous Substance. Each Party shall provide the other with immediate telephonic or electronic notice upon obtaining knowledge of any Release of any Hazardous Substances or Nuclear Materials on, in or under the NRC-Licensed Site in violation of Environmental Laws or Nuclear Laws or that requires reporting under Environmental Laws or Nuclear Laws. Contractor shall be responsible for making any required reports to Governmental Authorities of the Release of Hazardous Substances or Nuclear Materials arising from or caused by Contractor's Decommissioning or Contractor's acts or omissions at the NRC-Licensed Site, and Company shall be responsible for making all other required reports to Governmental Authorities of Releases of Hazardous Substances or Nuclear Materials. If, after a Party provides the other with telephonic or electronic notice of a Release of any Hazardous Substances or Nuclear Materials, there is a material delay in or a disagreement in determining which Party is responsible for making a required report to Governmental Authorities that either Party believes in good faith might result in a violation of Environmental Laws, either Party may make any required reports. The notifying Party shall provide the other Party with copies of any and all reports concerning such a Release, including the reports on investigation and remediation of the Release and any final reports to or approvals from Governmental Authorities relating to the Release or its remediation.

8.4 Protection of Wetlands. The Parties shall comply with and observe all applicable Laws related to the use and protection of wetlands. Contractor shall not change the physical characteristics of any wetland areas located on the NRC-Licensed Site or any adjoining land, without in each instance obtaining Company's prior written consent (which may be granted or withheld in Company's sole discretion), and then only in compliance with applicable Laws.

8.5 Condemnation.

(a) If the entire NRC-Licensed Site, or the use or occupancy thereof, shall be permanently taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "Condemned") so as to render Contractor unable to perform its obligations with respect to the entire NRC-Licensed Site, then Contractor's obligations under this Agreement will terminate on the day prior to the date that Contractor is required to cease performance of such obligations, except that Contractor will remain entitled to compensation for all work performed before that termination. If less than the entire NRC-Licensed Site is permanently Condemned, and such partial Condemnation renders Contractor unable to perform its obligations with respect to a portion of the NRC-Licensed Site, then this Agreement shall continue in full force and effect with respect to the portion of the NRC-Licensed Site that Contractor is able to continue performing, and Disbursements (including Contractor's Margin) shall be apportioned to Contractor for the work that Contractor is able to perform. If all or any portion of the NRC-Licensed Site is permanently Condemned and such Condemnation does not render Contractor unable to perform all of its obligations or delay the performance of such obligations, then this Agreement shall remain in full force and effect. If and to the extent that any such Condemnation prevents or delays performance of Contractor's obligations with respect to the NRC-Licensed Site or any portion of the NRC-Licensed Site, such Condemnation shall be deemed a Force

Majeure condition with respect to the portion of the NRC-Licensed Site affected by such Condemnation. For purposes of this section, the NRC-Licensed Site or portions thereof, as applicable, shall be deemed to be permanently Condemned if Condemned for a period in excess of thirty-six (36) consecutive calendar months.

(b) If all or any portion of the NRC-Licensed Site is Condemned for a period of thirty-six (36) consecutive calendar months or less, all of the terms and conditions of this Agreement shall remain in full force and effect, notwithstanding such Condemnation. If and to the extent that any such Condemnation prevents or delays performance of Contractor's obligations with respect to the NRC-Licensed Site or any portion of the NRC-Licensed Site, such Condemnation shall be deemed a Force Majeure condition with respect to the portion of the NRC-Licensed Site affected by such Condemnation.

(c) All awards, damages and other compensation paid on account of condemnation shall belong to Company, and Contractor assigns to Company all rights to such awards, damages and compensation. Contractor shall not make any claim against Company or such authority for such portion of such award, damages or compensation, including, without limitation, any such award, damage or compensation attributable to damage to the NRC-Licensed Site, loss of goodwill, NRC-Licensed Site improvements or severance damages.

8.6 Access at the NRC-Licensed Site; Coordination of Access.

(a) Subject to the remaining provisions of this Section 8.6, Company shall provide Contractor complete access to the NRC-Licensed Site, during the time in which Contractor is performing its obligations under this Agreement and is the lead NRC License licensee responsible for possession and maintenance, including Decommissioning, of the NRC-Licensed Site to the extent required to comply with the NRC License or to the extent reasonably necessary or appropriate in connection with Contractor's performance of its obligations under this Agreement.

(b) Contractor shall presumptively have (i) the primary right to access, use, perform activities on and control the LACBWR Facility Area, and reasonable access to and use of the LACBWR Administrative Building located adjacent to but outside the LACBWR Facility Area, and (ii) the non-exclusive right to access at all reasonable times over and across the portions of the NRC-Licensed Site that are not the LACBWR Facility Area to the extent reasonably required by Contractor to access the LACBWR Facility Area or the ISFSI Site (that non-exclusive right, the "Contractor's Non-Exclusive Access Right"). Company shall not erect any barriers, fences or other obstructions that unreasonably interfere with Contractor's Non-Exclusive Access Right. If Company desires to access the LACBWR Facility Area other than for the purpose of exercising Company's Non-Exclusive Access Right, Company shall coordinate any such activities with Contractor before accessing the LACBWR Facility Area, and Contractor shall reasonably cooperate with Company's request for such access and shall not unreasonably withhold or delay approval of such activities, except that this sentence does not limit Company's Non-Exclusive Access Right.

(c) Subject to Section 8.6(e), Company shall presumptively have (i) the primary right to access, use, perform activities on and control the portions of the NRC-Licensed

Site other than the LACBWR Facility Area, and (ii) the non-exclusive right to access at all reasonable times over and across the portions of the LACBWR Facility Area to the extent reasonably required by Company to access the portions of the NRC-Licensed Site other than the LACBWR Facility Area (that non-exclusive right, the "Company's Non-Exclusive Access Right"). Contractor shall not erect any barriers, fences or other obstructions that unreasonably interfere with Company's Non-Exclusive Access Right. If Contractor desires to access the portions of the NRC-Licensed Site other than the LACBWR Facility Area other than for the purpose of exercising Contractor's Non-Exclusive Access Right, Contractor shall coordinate any such activities with Company before accessing the portions of the NRC-Licensed Site other than the LACBWR Facility Area, and Company shall reasonably cooperate with Contractor's request for such access and shall not unreasonably withhold or delay approval of such activities, except that this sentence does not limit Contractor's Non-Exclusive Access Right. If Company does not provide its approval within thirty (30) days after request by Contractor, then a Company Delay will be deemed to have occurred, except with respect to Outage Work as provided under Section 8.6(d). Notwithstanding the preceding portions of this Section 8.6(c), Contractor (i) is authorized to direct maintenance and security within the NRC-Licensed Site and (ii) has the authority under any emergency conditions to control and determine all activities performed thereon and within the NRC-Licensed Site, in each case as necessary to assure compliance with all applicable NRC requirements and Nuclear Laws.

(d) No later than six (6) months before the performance of any work by Contractor that requires it be done during an outage of the Genoa 3 Facility ("Outage Work"), the Parties shall agree on the time period during which that outage of the Genoa 3 Facility will occur (an "Agreed Outage Period"). Contractor shall perform the Outage Work during the Agreed Outage Period. Except as provided in the following sentence, if Contractor does not perform the Outage Work during the Agreed Outage Period, then Company may direct that the Outage Work be suspended by Contractor at the conclusion of Agreed Outage Period and carried over for completion during the next Agreed Outage Period, and no Company Delay will be deemed to have occurred. If the time of the outage of the Genoa 3 Facility differs from the Agreed Outage Period and the differing time of the outage affects Contractor in its performance of the Outage Work or if Company does not permit Contractor to perform the Outage Work during the Agreed Outage Period, then a Company Delay will be deemed to have occurred.

(e) Contractor may only access the Exclusion Area Boundary upon reasonable request, except that Contractor is authorized to direct maintenance and security within and at the Exclusion Area Boundary and has the authority under any emergency conditions to control and determine all activities performed thereon and within the Exclusion Area Boundary as necessary to assure compliance with all applicable NRC requirements and Nuclear Laws. Company and Contractor shall reasonably cooperate and communicate regarding their respective operations around the ISFSI Site.

(f) Contractor shall comply with the use restrictions for use of the property leased from the State of Wisconsin under the Submerged Lands Lease Agreement between the Company and State of Wisconsin dated as of July 18, 2012.

(g) Each of Company and Contractor shall comply with the Site Safety Plan.

8.7 Books and Records. From and after the Closing, the Business Books and Records shall be maintained at the LACBWR Administration Building or, if the LACBWR Administration Building is no longer in use and the Business Books and Records are in Contractor's possession, at a facility to which Contractor shall provide reasonable access to the Company. At Contractor's request, Contractor may have reasonable access to other Company books and records related to the NRC-Licensed Site and that do not relate to the LACBWR Facility, but that may be useful for planning or conducting Decommissioning activities.

8.8 Post-Closing - Further Assurances. Subject to the terms and conditions of this Agreement, each of the Parties will use Commercially Reasonable Efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to facilitate the performance of Contractor's obligations at the NRC-Licensed Site to achieve End-State Conditions. Each Party shall cooperate with the other Party in all Commercially Reasonable Efforts to lift any preliminary or permanent injunction or other order or decree by any federal or state court or Governmental Authority that restrains or prevents the performance of Contractor's work or activities or the achievement of End-State Conditions. The Parties shall continue to cooperate and exercise Commercially Reasonable Efforts to assist in the establishment of effective interfaces with local and State of Wisconsin authorities in areas such as emergency planning and security, as well as in the government relations arena.

9. DTF; DECOMMISSIONING SCHEDULE AND BUDGET

The provisions of this Article 9 except for Section 9.1 apply solely after the Closing Date.

9.1 Pre-Closing Covenants Related to Decommissioning Funds.

(a) On or before the Closing Date, Company shall discharge any claims, expenses or liabilities of the DTF, except for those claims, expenses or liabilities required for performance by Contractor of its obligations under this Agreement. On or before the Closing Date, Company may withdraw amounts from the DTF that are reimbursable from the DTF so long as such withdrawals do not deplete the DTF Decommissioning Account below the Agreed Amount and do not deplete the DTF ISFSI Site Account below the amount required to be maintained under Law.

(b) Between the Effective Date and the Closing Date, Company and Contractor shall take all steps necessary to satisfy any requirements imposed by the NRC regarding the funds in the DTF Decommissioning Account, in a manner sufficient to obtain NRC approval of the transfer of the possession and maintenance authority under the NRC License from Company to Contractor.

9.2 Investment of Assets in the DTF Decommissioning Account.

(a) Company retains ownership and title to DTF, DTF Decommissioning Account and DTF ISFSI Site Account and those assets, funds and investments contained therein. Investment of the assets in the DTF shall be in accordance with the Parties' mutually agreed statement of investment policy and objectives to govern the investment of funds in the DTF Decommissioning Account under the Amended and Restated DTF Agreement.

(b) Except after a Contractor's Event of Default or termination of this Agreement under Section 8.5 or Section 16.2(a) and in accordance with the Amended and Restated DTF Agreement, Company shall not cause the Parties' mutually agreed statement of investment policy and objectives to govern the investment of funds in the DTF Decommissioning Account under the Amended and Restated DTF Agreement to be amended without prior written consent of Contractor, such consent not to be unreasonably withheld or delayed. Upon Contractor's request, Company shall make Commercially Reasonable Efforts to discuss and implement appropriate amendments to the statement of investment policy and objectives.

(c) Notwithstanding any provision contained in this Section 9.2, Company shall retain the right to take control of DTF Decommissioning Account's assets, funds and investments and modify or change the DTF Decommissioning Account's investment policies in the event of a Contractor's Event of Default and termination of this Agreement by Company. For purposes of clarity, Contractor shall neither have any rights to, nor control over, funds contained in the DTF ISFSI Site account, nor shall Contractor be entitled to any disbursement from the DTF ISFSI Site Account.

(d) In order to allow the trustee under the Amended and Restated DTF Agreement to coordinate planning for availability of liquid funds for withdrawals from the DTF Decommissioning Account, Contractor shall provide Company monthly written notices, by the twenty-fifth (25th) day of each month, estimating the amount of liquid funds that Contractor estimates it may request for withdrawals during the following calendar month. Payments to Contractor may be delayed for the reasonable period necessary for the Trustee to liquidate DTF investments to disburse funds if Contractor submits withdrawal requests that exceed the estimated monthly withdrawals stated in the written notices.

9.3 Withdrawals from DTF Decommissioning Account. If Contractor's Margin is greater than or equal to zero, then Contractor may submit to Company a request for Company to instruct the Trustee to make a Disbursement from the DTF Decommissioning Account to Contractor (a "Disbursement Certificate").

(a) Until the date that the End-State Conditions are achieved or deemed to have been achieved under Section 13.1, Contractor may request Disbursements under this Section 9.3 as follows:

(i) The amount of each Disbursement to Contractor from the DTF Decommissioning Account requested under the Disbursement Certificate shall not be more than an amount equal to (A) the Contractor's Costs expended that are requested to be compensated under that Disbursement plus (B) an amount equal to (1) Contractor's Margin, multiplied by (2) a fraction, in which (a) the numerator is the amount described under subclause (A) and (b) the denominator is the sum of the amount described under subclause (A) and the amount of Contractor's Costs that Contractor reasonably projects it will pay in the performance of its Decommissioning obligations between the date of the Disbursement and the date of achievement of the End-State Conditions.

(ii) Contractor shall include with the Disbursement Certificate a certificate duly executed by an authorized officer of Contractor attesting as follows:

(A) The requested itemized disbursement is due and owing to Contractor for the cost for goods or services provided in connection with the Decommissioning and other work required to achieve the End-State Conditions and related fees of Contractor;

(B) All requested disbursement amounts constitute qualified costs necessary to achieve the End-State Conditions, or after achievement of the End-State Conditions, are other costs necessary to meet the requirements of this Agreement;

(C) Any necessary authorizations of the NRC or any corresponding governmental authority having jurisdiction over the Decommissioning of the NRC-Licensed Site or the possession and maintenance of the ISFSI Site have been obtained and all requirements of Law have been satisfied (the conditions in Sections 9.3(a)(ii)(A), 9.3(a)(ii)(B) and 9.3(a)(ii)(C), the "General Draw Conditions");

(D) After accounting for the subject disbursements, (1) the sum of (a) the projected funds available in the DTF Decommissioning Account, including reasonably expected investment returns in accordance with the allowed rate of return for DTF Decommissioning Account funds under NRC regulations assuming the schedule for the remaining work, plus (b) the amounts agreed to by Company and Contractor under outstanding Change Orders, plus (c) 50% of the amounts that are disputed by Company and Contractor under outstanding Change Orders (without duplicating, for items (b) and (c), any amounts already deposited by Company into the DTF Decommissioning Account and therefore counted under subclause (a)), is equal to or greater than (2) the remaining estimated Cost to Complete to achieve the End-State Conditions; and

(E) That Contractor has not failed to timely achieve any of the Milestones described in Section 9.3(e) by the Milestone Dates stated in that Section 9.3(e), or if it has failed to timely achieve a Milestone, that it has failed to timely achieve a Milestone, describing the Milestone and calculating the Reduction Amount to be held back from the draw in accordance with Section 9.3(e).

(b) After the date that the End-State Conditions are achieved or deemed to have been achieved under Section 13.1, if there is remaining Change Order work or work to be performed under Section 6.5, Contractor may request Disbursements under this Section 9.3 as follows:

(i) The amount of the Disbursement to Contractor from the DTF Decommissioning Account requested under the Disbursement Certificate will be an amount equal to (A) the amount of the remaining funds in the DTF Decommissioning Account, minus (B) if the Agreed Amount has been adjusted for a Change Order that has not yet been completed, Contractor's reasonably projected Contractor's Costs necessary to complete the uncompleted Change Order work, minus (C) Contractor's reasonably projected Contractor's Costs for work to be performed under Section 6.5.

(ii) Contractor shall include with the Disbursement Certificate a certificate duly executed by an authorized officer of the Contractor: (A) attesting that the General Draw Conditions have been achieved; (B) attesting that the End-State Conditions have been achieved; (C) identifying Contractor's reasonably projected Contractor's Costs necessary for any uncompleted Change Order work; and (D) identifying Contractor's reasonably projected Contractor's Costs for work to be performed under Section 6.5.

(c) After the date that the End-State Conditions are achieved or deemed to have been achieved under Section 13.1 and the completion of any remaining Change Order work, Contractor may request Disbursements under this Section 9.3 as follows:

(i) The amount of the Disbursement to Contractor from the DTF Decommissioning Account requested under the Disbursement Certificate will be an amount equal to Contractor's Costs with respect to all remaining Change Order work.

(ii) Contractor shall include with the Disbursement Certificate a certificate duly executed by an authorized officer of the Contractor: (A) attesting that the General Draw Conditions have been achieved; and (B) attesting to the completion of the applicable Change Order work.

(d) After the date that the End-State Conditions are achieved or deemed to have been achieved under Section 13.1 and the completion of any remaining Change Order work and the work to be performed under Section 6.5, Contractor may request Disbursements under this Section 9.3 as follows:

(i) The amount of the Disbursement to Contractor from the DTF Decommissioning Account will be an amount equal to the remainder of the funds under the DTF Decommissioning Account, which will be deemed to be a "success fee" for the completion of all work required under this Agreement.

(ii) Contractor shall include with the Disbursement Certificate a certificate duly executed by an authorized officer of the Contractor: (A) attesting that the General Draw Conditions have been achieved; and (B) attesting that it has completed any remaining Change Order work and any work to be performed under Section 6.5.

(e) If Contractor has not caused the following portions of the Decommissioning work (each, a "Milestone") to be completed by the dates indicated (each, a "Milestone Date"), then Contractor shall reduce the amounts that it would otherwise be entitled to draw under Section 9.3(a)(i) by twenty-five percent (25%) (a "Reduction Amount"): (i) demolition and substantial removal from the NRC-Licensed Site for disposal of demolished materials of the stack at the LACBWR Facility, on or before thirty-six (36) months after the Closing Date; (ii) completion of demolition and substantial removal from the NRC-Licensed Site of the buildings at the LACBWR Facility that are indicated in black on Exhibit H, on or before fifty-four (54) months after the Closing Date; and (iii) completion of the final status survey at the NRC-Licensed Site, on or before sixty-six (66) months after the Closing Date. If more than one Milestone has not been completed by the applicable Milestone Date, the Reduction Amount will nevertheless be an aggregate of twenty-five percent (25%) of the amounts that it would otherwise

be entitled to draw under this Agreement or the Amended and Restated DTF Agreement. When Contractor achieves the applicable Milestone, if there are no other Milestones that have not been completed by the applicable Milestone Date, Contractor may draw from the DTF Decommissioning Account an amount equal to the aggregate of all Reduction Amounts.

(f) Within three (3) Business Days after receiving a Disbursement Certificate containing the required certifications under this Section 9.3, Company shall deliver a certificate to the Trustee under the Amended and Restated DTF Agreement instructing the Trustee to make a disbursement to Contractor from the DTF Decommissioning Account. Notwithstanding any disagreement between the Parties over the amounts requested or the progress of the Decommissioning or other performance of the Contractor, if the Disbursement Certificate contains the required certifications under this Section 9.3, Company shall instruct the Trustee to make the disbursement from the DTF Decommissioning Account, but Company will not by submitting the disbursement request to the Trustee waive any rights to contest the amounts claimed by the Contractor in the Disbursement Certificate or the performance by Contractor under this Agreement with respect to the Decommissioning work for which Contractor seeks payment, or otherwise, and Company shall retain the right to challenge whether such amounts were properly payable from the DTF Decommissioning Account. If Company does not instruct the Trustee to make the disbursement for a Disbursement Certificate that contains the required certifications under this Section 9.3, Contractor may suspend all work and performance of obligations to be performed by Contractor under this Agreement until payment of the requested amounts and will be entitled to a Change Order as provided under Article 11.

(g) If this Agreement is terminated by Company or Contractor under any of Section 16.2(a)(i), 16.2(a)(ii) or 16.2(a)(iii), before the End-State Conditions are achieved, Contractor shall cease to be entitled to request withdrawals of funds from the DTF Decommissioning Account, except for payment for the cost for goods or services provided in connection with the Decommissioning and other work required to achieve the End-State Conditions and related fees of Contractor incurred before the termination of the Agreement, and thereafter Trustee shall make disbursements from the DTF Decommissioning Account according to instructions of the Company.

(h) If this Agreement is terminated by Company due to a Contractor Event of Default before the End-State Conditions are achieved, Contractor shall suspend requests withdrawals of funds from the DTF Decommissioning Account. Upon the transfer of the NRC License from Contractor back to Company after a Company termination of the Agreement for a Contractor Event of Default (a "Contractor Default License Transfer"), Company shall have the right to instruct the Trustee to make disbursements from the DTF in accordance with the Amended and Restated DTF Agreement to complete the Decommissioning and achieve the End-State Conditions. The balance of the funds in the DTF Decommissioning Account shall be disbursed according to the instructions of the Company which will be in accordance with the following:

(i) First, to the Company to pay for any and all costs incurred by Company to achieve the End-State Conditions that have not already been paid from the DTF Decommissioning Account;

(ii) Second, to the Company to reimburse the Company for any and all costs incurred by Company as a result of Contractor's Events of Default, including the Contractor's Events of Default that resulted in the Contractor Default License Transfer, including any and all costs and expenses (including the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) related to Company's exercise of rights under or enforcement of the Ancillary Agreements, and any costs incurred by Company in connection with Company's recovery of full possession and use of the NRC-Licensed Site and the transfer of any Permits or Environmental Permits that may be required to do so; and

(iii) Third, if any funds remain in the DTF Decommissioning Account after disbursements for the purposes of subsections (i) and (ii), to Contractor or to the issuer of the Performance Bond, to the extent that the issuer of the Performance Bond is entitled to subrogation or other rights to those funds.

(i) If Contractor, rather than request a disbursement of funds from the DTF Decommissioning Account to pay for Contractor's Costs, requests that Contractor's Parent pay for those costs through funds advanced to Contractor that would be treated as a reduction in the Guaranteed Amount, Contractor shall notify Company in writing as soon as reasonably practicable prior to and in any case not more than thirty (30) days after Contractor or any Contractor Affiliate takes any action that reduces the Guaranteed Amount. Contractor's notice (the "Notice of Guarantor Advance or Repayment") shall include: (a) an itemized description of the action taken or to be taken and amount incurred; and (b) Contractor's Parent's calculation of the resulting balance of the Guaranteed Amount. Contractor shall also provide a Notice of Guarantor Advance or Repayment to Company not later than thirty (30) days after Contractor repays Contractor's Parent for any advance of funds that would be counted as an increase in the Guaranteed Amount, or takes any other action that would restore the Guaranteed Amount to the original level, including an itemized description of action taken and the resulting balance of the Guaranteed Amount.

9.4 DTF ISFSI Site Account. With respect to the DTF ISFSI Site Account, Company shall: (a) control the investment policies for funds contained in the DTF ISFSI Site Account, including investment and management decisions, in each case to the extent permitted by the NRC; (b) monitor Trustee's acts in the administration of DTF ISFSI Site Account; (c) have the right to disbursement from DTF ISFSI Site Account as reasonably requested by Company to Trustee pursuant to the terms of the Amended and Restated DTF Agreement; (d) maintain funds in the DTF ISFSI Site Account sufficient for the Decommissioning of the ISFSI Site; (e) provide Contractor on or before February 15 of each calendar year after the Closing Date with reports that include the current balance of, and those assets contained in, the DTF ISFSI Site Account as of December 31 of the previous calendar year, and such other information as Contractor requests and is necessary for Contractor to comply with the NRC reporting requirements set forth in 10 C.F.R. §72.30, which report will be consistent in form and detail with the reports issued by Company before the Effective Date with respect to the DTF Account; and (f) receive any remaining excess amounts contained in the DTF ISFSI Site Account upon Decommissioning of the ISFSI Site pursuant to the terms of the Amended and Restated DTF Agreement.

9.5 DTF Trustee and DTF Investment Managers. Company is solely responsible and authorized to appoint the Trustee and DTF Investment Managers, subject to reasonable approval by Contractor, with such approval not to be unreasonably delayed or denied.

9.6 Budget and Schedule. Contractor shall prepare and provide Company on at least a quarterly basis an updated Project Schedule at a level that is sufficiently detailed to show the progress of the Decommissioning and an updated Project Budget at a minimum work breakdown structure of Level 3, and projected funds available for Decommissioning, reflecting that the Cost to Complete does not exceed the projected Agreed Amount available in the DTF Decommissioning Account at such time, including reasonably expected investment returns in accordance with the NRC allowed rate of return and assuming the schedule for the remaining Decommissioning work. The Project Schedule shall show the then-projected date for achievement of the End-State Conditions, compared to the Target Completion Date. If the Project Budget does not so reflect, or if the Project Schedule does not project achievement of the End-State Conditions on or before the Target Completion Date, then the Contractor shall also provide its written plans to address any project shortfall of funds or projected failure to meet the Target Completion Date.

9.7 Audit Rights. Company shall have reasonable audit rights over Contractor's Costs underlying Contractor disbursement requests as required to demonstrate that Contractor has expended the Contractor's Costs in the amounts and for the purposes indicated in the Disbursement Certificates, but no information that Company obtains in those audits may be used to question the reasonableness or justification by Contractor for making those disbursements. Contractor shall provide to Company a copy of the opinion letter portion of the annual third-party report obtained by Contractor that confirms that amounts drawn from the DTF Decommissioning Account are qualified decommissioning costs.

10. LIQUIDATED DAMAGES

The provisions of this Article 10 apply solely after the Closing Date.

10.1 Completion. In the event that the End-State Conditions are not achieved by the Target Completion Date, Contractor shall pay and Company shall accept as its sole remedy for such delay the Schedule Liquidated Damages described in Section 10.2, for each month that the End-State Conditions is achieved after the Target Completion Date.

10.2 Amount of Schedule Liquidated Damages.

(a) Company and Contractor acknowledge and agree that any failure to achieve End-State Conditions by the Target Completion Date will directly cause substantial damage to Company, which damage cannot be ascertained with reasonable certainty. Accordingly, if Contractor fails to achieve End-State Conditions by the Target Completion Date, Contractor shall pay to Company, as liquidated and agreed damages and not as a penalty, an amount equal to the following for each month that the End-State Conditions are achieved after the Target Completion Date (collectively, the "Schedule Liquidated Damages"):

(i) during the first year after the Target Completion Date, Twenty Thousand Dollars (\$20,000) per month;

(ii) during the second year, Forty Thousand Dollars (\$40,000) per month; and

(iii) during the third year and each subsequent year, Eighty Thousand Dollars (\$80,000) per month.

(b) It is understood and agreed between the Parties that the terms, conditions and amounts fixed pursuant to this Article 10 as Schedule Liquidated Damages are reasonable, considering the damages that Company would sustain, and that these amounts are agreed upon and fixed as liquidated damages because of the difficulty of ascertaining the exact amount of damages that would be sustained by Company. Payment of Schedule Liquidated Damages is the exclusive remedy for delays if and in the event End-State Conditions are achieved after the Target Completion Date. Provided Contractor (i) has not otherwise materially breached this Agreement and (ii) is paying the assessed Schedule Liquidated Damages when payable under this Agreement, the failure to achieve the End-State Conditions by the Target Completion Date shall not be considered a Contractor's Event of Default.

10.3 Payment of Liquidated Damages. Schedule Liquidated Damages, if any, under this Article 10 shall accrue on a monthly basis for each month of delay, but shall be paid on an annual basis. For purpose of clarity, Company will not be entitled to Schedule Liquidated Damages if the End-State Conditions are achieved within the month following the Target Completion Date or any partial month thereafter. Within thirty (30) days after the end of each year during which Schedule Liquidated Damages accrue under this Article 10, Company shall provide Contractor with a statement of the amount of Schedule Liquidated Damages owed for such year. Contractor shall pay such amounts within fifteen (15) days after receipt of such invoice.

11. CHANGE ORDERS

The provisions of this Article 11 apply solely after the Closing Date.

11.1 Change Orders Generally.

(a) Change Orders prepared and implemented by the Parties hereunder are permitted to address the following occurrences (the "Change Conditions"):

- (i) a Schedule Extension Condition;
- (ii) a Company request for a change in Decommissioning work under

Section 11.3;

(iii) a Company Delay (except for a Company Delay described under Section 11.1(a)(ix) below);

- (iv) an event of Force Majeure;
- (v) a Change in Law;

- (vi) an Environmental Condition;
- (vii) the impact to Contractor's obligations under this Agreement of an Excluded Environmental Liability;
- (viii) a Casualty Loss, to the extent provided under Section 5.5; or
- (ix) Company's failure to direct the Trustee to make a disbursement from the DTF Decommissioning Account in accordance with Contractor's request by the time required under Section 9.3(f).

(b) Change Orders for all Change Conditions except for a Schedule Extension Condition may adjust the following (the "Change Order Matters"): (i) the Project Schedule, including extending the Target Completion Date and the date for completion of any Milestones; and (ii) the Agreed Amount. A Change Order for a Schedule Extension Condition may adjust the Project Schedule, including extending the Target Completion Date and the date for completion of any Milestones, and may not adjust the Agreed Amount.

11.2 General Change Order Procedure. Any Change Condition that involves modifications or amendments to this Agreement other than with respect to the Change Order Matters shall be implemented by a formal written amendment to this Agreement. All proposed Change Orders will be submitted by the requesting Party to the other Party in the form attached hereto as Exhibit B.

11.3 Change Orders at Company's Request. Company may at any time, by written notice to Contractor, request a change in the Decommissioning work scheduled to be performed by Contractor by submitting a proposed Change Order to Contractor. Company shall set forth its proposed changes to the Change Order Matters in all proposed Change Orders. Company may request that Contractor provide written information prior to the issuance of a requested change in the Decommissioning work, regarding the effect of such contemplated change to the Agreed Amount, as deposited in the DTF Decommissioning Account or the Project Schedule, so Company can decide whether or not to request such change. The purpose of such request will be to determine whether or not a Change Order will be requested. Contractor shall provide the requested information to Company within fourteen (14) days after the receipt of said request. Contractor will be allowed to reasonably delay its response to such request to the extent that fulfilling such request would significantly delay progress in performance of its obligations under this Agreement, unless Company agrees to extend the Target Completion Date. Such an information request shall not be deemed or construed to constitute a Change Order and shall not authorize Contractor to commence performance of the contemplated change in Decommissioning work or the Project Schedule. Contractor's costs for responding to such information requests shall not be reimbursed.

11.4 Change Orders Requested by Contractor. Contractor may, within ninety (90) days after Contractor knew or would reasonably have been expected to know of the impact of the Change Condition that has occurred, by written notice to Company, propose a Change Order with respect to any of the Change Conditions except for a Company request for a change in Decommissioning work under Section 11.3. Contractor shall set forth its proposed changes to

the Change Order Matters in all Change Orders. Contractor shall include with any proposed Change Order reasonable supporting documentation to substantiate the Change Conditions that resulted in the Contractor's proposed changes to the Change Order Matters and the effect that those events had on the Change Order Matters. Contractor shall make Commercially Reasonable Efforts to mitigate the impact on the Change Order Matters of the Change Conditions and will be entitled to compensation under the Change Order for actions taken to mitigate that impact.

11.5 Remedies. Upon submission of a proposed Change Order, the Parties shall determine the validity of the basis for the Change Order and the change to the Change Order Matters to be made as a result of the Change Order. If the Parties agree that there is a valid basis for the requested Change Order, but are unable to agree on an increase to the Agreed Amount, then the amount of the increase will be an amount equal to the impact of such change on the Contractor's Costs and Project Schedule plus a fee equal to ten percent (10%) of the determined impact of such change. If the Parties do not agree that there is a valid basis for the requested Change Order, and it is determined under Section 11.7 that there is a valid basis for the requested Change Order, then the amount of the increase will be an amount equal to the impact of such change on the Contractor's Costs and Project Schedule plus a fee equal to ten percent (10%) of the determined impact of such change. With respect to a Change Order under Section 11.1(a)(ix), the cost impact of the change will include all reasonable costs of demobilization and remobilization associated with a suspension of work by Contractor, regardless of whether it is ultimately determined that the applicable Disbursement Certificate was based upon or included erroneous or inaccurate information or estimates, so long as the Disbursement Certificate contains the certifications required under Section 9.3. The Agreed Amount may not be reduced through a Change Order. Within thirty (30) days after the Parties have agreed to the increase to the Agreed Amount under this Section 11.5 or, if the Parties do not agree on the amount of the increase and the amount has been determined under Section 11.7, Company shall deposit the amount of the increase into the DTF Decommissioning Account.

11.6 Draws from DTF Decommissioning Account for Pending or Disputed Change Orders and Upon Resolution of Change Order Disputes. While Change Orders are pending or disputed under this Article 11, in addition to amounts that Contractor may draw from the DTF Decommissioning Account under this Agreement, Company shall deposit into the DTF Decommissioning Account, and Contractor may draw from the DTF Decommissioning Account, the amounts agreed to by Company and Contractor under pending or disputed Change Orders plus fifty percent (50%) of the amounts that are disputed by Company and Contractor under pending or disputed Change Orders (which, for the avoidance of doubt, are included under the definition of the "Agreed Amount"). Upon resolution of a Change Order Dispute: (a) the Agreed Amount either will be increased or reduced to account for the difference between the fifty percent (50%) increase during the pendency or dispute and the amount of the Change Order determined under Section 11.7; (b) Contractor shall repay to Company the amount, if any, by which the Contractor's Costs that Contractor withdrew from the DTF Decommissioning Account with respect to that Change Order exceeded the amount of the Change Order determined under Section 11.7; and (c) Company shall pay into the DTF Decommissioning Account the amount, if any, by which the amount of the Change Order determined under Section 11.7 exceeds the fifty percent (50%) increase in the Agreed Amount during the pendency or dispute.

11.7 Dispute Resolution – Change Orders. Any dispute, controversy or claim between Company and Contractor arising under or related to this Article 11 or a Change Order (a “Change Order Dispute”), shall be resolved by means of arbitration by the procedure set forth below:

(a) Either Party shall give notice to the other in writing that a Change Order Dispute has arisen (“Change Order Dispute Notice”).

(b) Any Change Order Dispute shall be finally settled by arbitration administered by the International Institute for Conflict Prevention and Resolution (the “Authority”) in accordance with its Rules for Administered Arbitration (the “Arbitration Rules”) in effect at the time that the Change Order Dispute Notice is given (except as modified herein or mutually agreed upon by the Parties), which will be conducted as described below. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

(i) The place of arbitration shall be Chicago, Illinois, or any other place as mutually agreed upon by the Parties, and the language of the arbitration shall be English. The Party disputing the Change Order shall initiate recourse to arbitration and shall submit a notice of arbitration as provided under the Arbitration Rules.

(ii) The arbitration proceeding shall be conducted by one (1) arbitrator mutually selected by the Parties within thirty (30) Days after the receiving Party has received the applicable Change Order Dispute Notice (the “Arbitrator”); provided, however, any Change Order Dispute for a Change Order alleged to adjust the Agreed Amount by an amount equal to or in excess of Twenty Million Dollars (\$20,000,000) shall be decided by a tribunal comprised of three (3) neutral arbitrators (the “Arbitration Tribunal”). In the case of an Arbitration Tribunal, each of the Parties shall appoint one (1) arbitrator as set forth in the Arbitration Rules within thirty (30) Days after the receiving Party has received the applicable Change Order Dispute Notice. Within thirty (30) Days after the confirmation of the co-arbitrators by the Authority, the co-arbitrators appointed by the Parties shall appoint a third arbitrator to serve as president of the Arbitration Tribunal. If either Party does not timely appoint its co-arbitrator, the Party-appointed co-arbitrators do not agree on a third arbitrator within the time provided by this Section 11.7(b)(ii), or the Parties do not mutually select the Arbitrator for a proceeding to be conducted by one (1) Arbitrator, the Authority shall appoint the applicable arbitrator. Each Arbitrator or member of the Arbitration Tribunal will be experienced with the engineering and construction industry or disputes on large construction projects. The Arbitrator, if the Change Order Dispute is heard by a single Arbitrator, or at least two (2) of the members of the Arbitration Tribunal, including the president, if an Arbitration Tribunal is formed, will be attorneys with at least fifteen (15) years of legal experience relating to the engineering and construction industry, or retired judges with experience in disputes with respect to large construction projects. A non-lawyer Arbitrator or member of an Arbitration Tribunal, if any, will have at least twenty (20) years of experience in the engineering and construction industry and shall be trained and have served as an arbitrator. All Arbitrators or members of Arbitration Tribunals shall be fluent in English.

(iii) Each Party shall bear its own expenses in connection with any arbitration pursuant to this Article 11, including attorneys' fees, and the Parties shall share equally the costs of arbitration.

(iv) The award of the Arbitrator or Arbitration Tribunal, as applicable, shall be final and binding upon the Parties as from the date such award is notified to the Parties, and shall be the sole and exclusive remedy between the Parties regarding any Change Order Disputes, issues or accounting presented to the tribunal. Judgment upon any award may be entered and enforced in any court having jurisdiction over a Party or any of its assets. To the extent permitted by Law, the Parties hereby waive any right to appeal from or challenge any arbitral decision or award, or to oppose enforcement of any such decision or award before a court of any Governmental Authority, except with respect to the limited grounds for modification or non-enforcement provided by any applicable arbitration statute or treaty.

(c) Any Change Order Dispute Notice pursuant to Section 11.7(a) or arbitration pursuant to Section 11.7(a) relating to a Change Order Dispute (including a settlement resulting from an arbitral award, documents exchanged or produced during an arbitration proceeding, and memorials, briefs or other documents prepared for the arbitration) shall be confidential and may not be disclosed by the Parties or their Representatives, except as otherwise provided under this Agreement and to the extent necessary to enforce this Section 11.7, or any arbitration award, to enforce other rights of a party to a Change Order Dispute, or as required by Law; provided, however, that breach of this confidentiality provision shall not void any settlement, expert determination or award.

11.8 Change Orders Affecting Excluded Environmental Liabilities. Company's obligation to indemnify Contractor for an Excluded Environmental Liability pursuant to Section 18.1(b)(iii) or Section 18.2(b)(ii) shall be reduced to the extent that a Change Order requires Contractor to assume an obligation for which it would otherwise be entitled to such indemnity. Company may request Contractor under Section 11.3 to assume an obligation for which Contractor would otherwise be entitled to indemnity, but Contractor will not be required to assume that obligation and may grant or withhold its consent in its sole discretion.

12. CONFIDENTIALITY; PUBLIC STATEMENTS

12.1 Access to Information; Protection of Proprietary Information.

(a) Between the Effective Date and the Closing Date, Company will, during ordinary business hours, upon reasonable notice and subject to compliance with all applicable NRC rules and regulations and other applicable Laws (i) give Contractor and Contractor's Representatives reasonable access to all personnel engaged in the management of the NRC-Licensed Site and to all of the Business Books and Records in the possession of Company to the extent that such books and records reasonably relate to the ownership, possession, use or Decommissioning of LACBWR, including the LACBWR Facility, or the other obligations of Contractor under this Agreement; (ii) permit Contractor to make such reasonable inspections thereof as Contractor may reasonably request, including providing access to the NRC-Licensed Site for environmental review and real property surveying; (iii) furnish Contractor with reasonable access to other Company records related to the and other information with respect to

the NRC-Licensed Site that do not relate to LACBWR but may be useful for planning or conducting Contractor's obligations under this Agreement as Contractor may from time to time reasonably request; (iv) furnish Contractor a copy of each material report, schedule or other document filed or received by it since the Effective Date (a) with the NRC with respect to the NRC-Licensed Site with the NRC or (b) with any other Governmental Authority with respect to the LACBWR Facility; provided, however, that any such investigation shall be conducted in such a manner as not to interfere unreasonably with the ownership, use or management of the LACBWR Facility or other activities of Company at the NRC-Licensed Site.

(b) Following the Closing Date and subject to all applicable NRC rules and regulations and, with respect to Company's access, the limitations on audit, access and informational rights set forth in Sections 9.6 and 9.7, each Party and its respective Representatives shall have reasonable access to all of the Business Books and Records in the possession of the other Party or Parties to the extent that such access may reasonably relate to or be affected by the ownership, possession or use of the LACBWR Facility or the Decommissioning. Such access shall be afforded by the Party or Parties in possession of such Business Books and Records upon receipt of reasonable advance notice and during normal business hours. The Party or Parties exercising this right of access shall be solely responsible for any costs or expenses incurred by it or them pursuant to this Section 12.1(b); provided, however, that all of the Business Books and Records held by Contractor that are required to be maintained by NRC regulations or Nuclear Law shall be retained and delivered to the Company at the conclusion of the Decommissioning and transfer of the NRC License back to the Company. The Party or Parties in possession of such Business Books and Records shall retain such Business Books and Records other than the Business Books and Records that shall be retained and delivered to Company at the conclusion of Decommissioning, from and after the Closing Date so long as may be required by Law. If the Party or Parties in possession of such Business Books and Records shall desire to dispose of any such Business Books and Records, such Party or Parties shall, prior to such disposition, give the other Party or Parties a reasonable opportunity at such other Party's or Parties' expense, to segregate and remove such Business Books and Records as such other Party or Parties may select. Notwithstanding the foregoing, the right of access to medical records and other confidential employee records shall be subject to all applicable Laws.

(c) From and after the Effective Date, and ending three (3) years after the termination of this Agreement if this Agreement is terminated before the Closing: (i) Contractor shall use and disclose, and shall cause its Representatives to use and disclose, Company's Proprietary Information only in connection with the consummation of the transactions contemplated by, and performance of its obligations under, this Agreement and the Ancillary Agreements; and (ii) Company shall use and disclose, and shall cause its Representatives to use and disclose, Contractor's Proprietary Information only to the extent necessary to consummate the transactions contemplated by, and perform its obligations under, this Agreement and the Ancillary Agreements.

(d) Notwithstanding the terms of Section 12.1(c), Contractor and its Representatives may reveal or disclose Proprietary Information to any other Persons (i) as reasonably required in connection with Contractor or its Representatives obtaining the Performance Bond, including Contractor's Parent's or its Affiliates' existing lenders, and (ii) to

such Persons with whom Contractor and Contractor's Parent or their Affiliates expect they may have business dealings regarding the NRC-Licensed Site from and after the Closing Date to the extent necessary or appropriate in connection with the performance of the Contractor's obligations under this Agreement, other than any Person who is a competitor of Company, in each case so long as each such Person (or, if the Person is an individual, the entity with whom that Person is associated) confirms in writing the obligation to keep Proprietary Information confidential.

(e) Upon Contractor's or Company's (as the case may be) prior written approval (which approval shall not be unreasonably withheld or delayed), Company or Contractor (as the case may be) may provide Proprietary Information of any other Party to the NRC or any other Governmental Authority having jurisdiction over the NRC-Licensed Site or any portion thereof, as may be necessary to obtain Company's Required Regulatory Approvals or Contractor's Required Regulatory Approvals, respectively. The disclosing Party shall seek confidential treatment for the Proprietary Information provided to any such Governmental Authority and the disclosing Party shall notify the other Party whose Proprietary Information is to be disclosed, as far in advance as reasonably practical, of its intention to release to any Governmental Authority any such Proprietary Information. In the event that disclosure of Proprietary Information is required by order of a court or other Governmental Authority or by subpoena or other similar legal process, the Party subject to such order, subpoena or other legal process shall, to the extent permitted by Law, notify the other Party whose Proprietary Information is to be disclosed and the Parties shall consult and cooperate in seeking a protective order or other relief to preserve the confidentiality of Proprietary Information.

(f) Company or Contractor (as the case may be) may, without the prior consent of the other Party, disclose Proprietary Information of any other Party as may be necessary to comply generally with any applicable Laws or with the rules of any applicable stock exchange. The disclosing Party shall notify the other Party whose Proprietary Information is to be disclosed, as far in advance as reasonably practical, of its intention to release to any third party any such Proprietary Information.

(g) The Confidentiality Agreement shall be terminated and be of no further force or effect after the date hereof except for remedies for any breach of the Confidentiality Agreement arising prior to the date hereof.

(h) Following termination of this Agreement, Contractor shall, within thirty (30) days after the request of Company, return or destroy Company's Proprietary Information in the possession or control of Contractor or its Representatives, and Company shall, within thirty (30) days after the request of Contractor, return or destroy Contractor's Proprietary Information in the possession or control of Company or its Representatives. Notwithstanding the foregoing, a recipient of another Party's Proprietary Information shall not be required to return or destroy such other Party's Proprietary Information to the extent that (i) it directly relates to a matter that is or is expected to be the subject of litigation or claims, (ii) it is commingled with other electronic records that are collected and maintained in a separate secure facility as part of information technology backup procedures in accordance with the normal course of business, (iii) it is included in a Party's disclosures to its or its Affiliate's board of directors or similar governing body or the records of deliberations of such body in connection with the consideration

of the authorization and approval of this Agreement and the transactions contemplated hereby, (iv) the recipient is required to retain such Proprietary Information under applicable Law, or (v) the recipient is a legal or other professional advisor to a Party with professional responsibilities to maintain client confidences.

12.2 Public Statements.

(a) Upon or immediately following the Effective Date, the Parties will issue a joint press release or coordinated separate press releases concerning this Agreement and the transactions contemplated hereby, in form and substance to be mutually agreed. Subsequent to the initial joint press release or separate press releases contemplated by the preceding sentence and prior to the Closing Date, the Parties shall not issue any further press release or other public disclosure (other than required filings and other required public statements or testimony before regulatory authorities) with respect to this Agreement or the transactions contemplated hereby without first affording the non-disclosing Party the opportunity to review and comment on such press release or public disclosure, except as may be required by applicable Law or stock exchange rules. On or immediately following the Closing Date, the Parties will issue a joint press release or coordinated separate press releases concerning the consummation of the transactions contemplated hereby, in form and substance to be mutually agreed. The Parties shall reasonably cooperate in matters relating to the content and timing of public announcements and other public disclosures (other than required filings and other required public statements or testimony before regulatory authorities) relating to this Agreement or the transactions contemplated hereby.

(b) Notwithstanding the above Section 12.2(a), the Company may inform the local LACBWR community advisory committee for the Genoa, Wisconsin area of the intended transactions contemplated hereby, in communications in form and substance to be mutually agreed by the Parties. Company may continue to be the information liaison to the LACBWR community advisory committee after the Closing Date, using information to be mutually developed by the Parties and in conjunction with information furnished by Contractor.

13. ACHIEVEMENT OF END-STATE CONDITIONS

The provisions of this Article 13 apply solely after the Closing Date.

13.1 Notice of End-State Conditions; Actions of Parties. Upon achievement of the End-State Conditions, Contractor may provide notice to Company (a "Notice of End-State Conditions") including copies of any NRC determination(s) or license amendments related to or comprising the achievement of the End-State Conditions. Within sixty (60) days after receipt of a Notice of End-State Conditions, Company shall by notice to Contractor either indicate its agreement that the End-State Conditions have been achieved or that the End-State Conditions have not been achieved, identifying with particularity those End-State Conditions that have not been achieved. Contractor shall take reasonable actions to cause the End-State Conditions to be achieved after receiving that notice. If Company either indicates its agreement that the End-State Conditions have been achieved or fails to provide notice within that 30-day period, then the End-State Conditions will be deemed to have been achieved.

13.2 Transfer of NRC License and Other Permits. Prior to reaching the End-State Conditions, Contractor and Company shall determine the appropriate time to seek the approval of NRC and any other governmental authorities for the transfer to Company of the Contractor's authority and responsibilities under the NRC License and any other permits or licenses applicable to the ISFSI Site, and Contractor and Company shall cooperate to make the appropriate filings to assure that such approvals are obtained on a timely basis, so that such transfer can be effected when the End-State Conditions are met. Company shall accept the transfer of Contractor's authority, responsibilities and obligations under the NRC License and any other permits or license applicable to the ISFSI Site promptly upon the later of: (a) achievement of the End-State Conditions; (b) completion of the notice periods provided for in Section 13.1; and (c) receipt of all regulatory approvals required for that transfer, whichever occurs later. Prior to or in connection with seeking the approval of NRC and other governmental authorities for transfer to Company of the Contractor's authority and responsibilities under the NRC License, Company and Contractor shall use Commercially Reasonable Efforts to reduce the geographic area covered by the ISFSI Site to the extent that the NRC deems acceptable.

13.3 Other Actions. Upon transfer of Contractor's role under the NRC License to Company, Contractor shall transfer to Company possession and control of the NRC-Licensed Site and all Business Books and Records and all records created by Contractor in its role as partial licensee and required to be maintained and held by the licensee of the NRC-Licensed Site under the NRC License after that transfer and Company shall provide Contractor a reasonable amount of time to remove any equipment or other assets it owns from the NRC-Licensed Site.

14. INSURANCE

14.1 Cooperation Relating to Insurance and Price-Anderson Act. Until the Closing, Company will maintain, or cause to be maintained, in effect (a) insurance in amounts and against such risks and Losses as is customary in the commercial nuclear power industry and (b) not less than the level of property damage and liability insurance for the LACBWR Facility as in effect on the date hereof. Contractor shall cooperate with Company's efforts to obtain insurance, including insurance required under the Price-Anderson Act or other Nuclear Laws with respect to the LACBWR Facility and the NRC-Licensed Site. Company shall maintain all required property damage and liability insurance, and Company shall assure that Contractor is also a named or additional insured. Company shall not take any action which shall adversely affect any residual rights of Contractor in such insurance policies.

14.2 Contractor Insurance After Closing. Contractor shall maintain all required property damage and liability insurance, shall obtain all named insured endorsements and waivers of subrogation and shall provide all written confirmations required under Exhibit P.

14.3 Company Insurance After Closing. Company shall maintain all required property damage and liability insurance, shall obtain all named insured endorsements and waivers of subrogation and shall provide all written confirmations required under Exhibit P. To the full extent of any coverage that may exist in policies of property insurance maintained by the Company that is specific to the damages disclaimed in Section 19.14 of this Agreement, Company shall cause its insurers to waive rights of subrogation in favor of Contractor and its Affiliates, specific to those disclaimed damages.

15. DEFAULT

The provisions of this Article 15 apply solely after the Closing Date.

15.1 Events of Default. Each of the following shall constitute an "Event of Default":

(a) The events described in this Section 15.1(a)(i) shall each be referred to as a "Contractor's Event of Default".

(i) Contractor's failure to perform or observe in any material respect any of the following covenants, with such failure continuing for such time set forth in (A), (B), (C), (D), (E), (F) (G) or (H) of this Section 15.1(a)(i), respectively, after Company delivers written notice thereof to Contractor (or such longer period as is reasonably necessary to effect a cure provided Contractor commences such cure promptly and diligently pursues such cure continuously after receipt of the notice): (A) Section 6.2, after one hundred and eighty (180) days; (B) Section 6.3, after ten (10) Business Days; (C) Section 6.4, after sixty (60) days; (D) Section 6.7, after the period for release or bonding set forth in Section 6.7; (E) Section 8.6(c), after twenty-four (24) hours; (F) Section 8.6(f), after ninety (90) days; (G) Section 8.6(g), after twenty-four (24) hours; and (H) Article 14, after thirty (30) days.

(ii) The occurrence of a Bankruptcy Event with respect to Contractor or Contractor's Parent.

(iii) Contractor (i) permanently ceases all, or substantially all, material Decommissioning work at the NRC-Licensed Site, or (ii) suspends such work, for a period in excess of three hundred sixty five (365) days, in either case without either the Company's consent or approval or the occurrence of an event of Force Majeure, a Company Delay or a Schedule Extension Condition. For the avoidance of doubt, cessation or suspension of material Decommissioning work may occur despite the continuation of maintenance, monitoring or similar work required to preserve or maintain the NRC-Licensed Site.

(iv) Contractor's Parent fails to make any payment or render performance when due under the Performance Guaranty within the time period required under Section 4.1 of the Performance Guaranty.

(v) Contractor's performance of its Decommissioning obligations under this Agreement at the NRC-Licensed Site is suspended by NRC order for a period in excess of one hundred eighty (180) days for Contractor's deficient activities, including failure to comply with NRC regulations.

(vi) An employee or agent of Contractor submits a Disbursement Certificate which to the actual knowledge of the employee or agent of Contractor signing the Disbursement Certificate (without the requirement of independent investigation or inquiry by or on behalf of Contractor) contains false information and is being submitted with the intent to cause the applicable Disbursement to exceed the amount that could be justified by Contractor's Costs and Contractor's Margin by more than Fifty Thousand Dollars (\$50,000.00).

(vii) Contractor's failure to perform or observe in any material respect any covenant or condition of this Agreement not otherwise specifically described in this Section 15.1(a), which failure continues for ninety (90) days after Company delivers written notice thereof to Contractor (or such longer period as is reasonably necessary to effect a cure provided Contractor commences such cure promptly and diligently pursues such cure continuously thereafter).

(b) The events described in this Section 15.1(b) shall each be referred to as "Company's Event of Default".

(i) Company's failure to perform or observe in any material respect any of the following covenants, with such failure continuing for such time set forth in (A), (B), (C), (D) or (E) of this Section 15.1(b)(i), respectively, after Contractor delivers written notice thereof to Company (or such longer period as is reasonably necessary to effect a cure provided Company commences such cure promptly and diligently pursues such cure continuously thereafter): (A) Section 8.6, after twenty-four (24) hours; (B) Section 7.3, after one hundred eighty (180) days; (C) Section 9.2, after five (5) Business Days; (D) Section 11, after twenty (20) days; or (E) Section 14, after thirty (30) days.

(ii) The occurrence of a Bankruptcy Event with respect to Company.

(iii) Company's failure to perform or observe in any material respect any covenant or condition of this Agreement not otherwise specifically described in this Section 15.1(b), which failure continues for ninety (90) days (or, if such failure cannot reasonably be cured within the applicable period, such longer period as is reasonably necessary to effect such cure provided Company commences such cure promptly and diligently pursues such cure continuously thereafter).

15.2 Contractor's Event of Default. If there shall be a Contractor's Event of Default, then Company shall have the right but not the obligation, at its sole option, to terminate this Agreement by written notice to Contractor and/or pursue any other remedy provided by law or equity, including specific performance, or any other remedy provided in the Ancillary Agreements. To the fullest extent permitted by Law, if Company elects to terminate this Agreement due to a Contractor's Event of Default, Company may proceed to remove Contractor off of the NRC-Licensed Site in accordance with applicable Laws and Contractor agrees to cooperate with Company to the fullest extent necessary in connection with Company's recovery of full possession and use of the NRC-Licensed Site and the transfer of any licenses or Permits or Environmental Permits that may be required to do so, including in connection with obtaining any regulatory approval, license or permit required to permit Company to recover full possession and use of NRC-Licensed Site. Notwithstanding the foregoing, Company's rights and remedies with respect to a Contractor's Event of Default will be exercised only to the extent that the rights and remedies do not result in disproportionately negative effects on Contractor in relation to the risks or damages caused to Company as a result of the Contractor's Event of Default or result in recovery to Company disproportionately in excess of the damages caused to Company as a result of the Contractor's Event of Default.

15.3 Company's Event of Default. If there shall be a Company's Event of Default, then Contractor shall have the right but not the obligation, at its sole option, to terminate this Agreement by written notice to Company and/or pursue any other remedy provided by law or equity, including specific performance, or any other remedy provided in the Ancillary Agreements. To the fullest extent permitted by Law, if Contractor elects to terminate this Agreement due to a Company's Event of Default, Company agrees to cooperate with Contractor to the fullest extent necessary to in connection with Company's recovery of full possession and use of the NRC-Licensed Site and the transfer of any licenses or Permits or Environmental Permits that may be required to do so, including in connection with obtaining any regulatory approval, license or permit acquired to permit Company to recover full possession and use of NRC-Licensed Site. Notwithstanding the foregoing, Contractor's rights and remedies with respect to a Company's Event of Default will be exercised only to the extent that the rights and remedies do not result in disproportionately negative effects on Company in relation to the risks or damages caused to Contractor as a result of the Company's Event of Default or result in recovery to Contractor disproportionately in excess of the damages caused to Contractor as a result of the Company's Event of Default.

16. TERMINATION

16.1 Pre-Closing Termination. The provisions of this Section 16.1 apply solely between the Effective Date and the Closing.

(a) This Agreement may be terminated as follows:

(i) By mutual written consent of Company and Contractor;

(ii) By Company or Contractor, if (i) any federal or state court of competent jurisdiction shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Closing, and such order, judgment or decree shall have become final and non-appealable; or (ii) any statute, rule, order or regulation shall have been enacted or issued by any Governmental Authority which, directly or indirectly, prohibits the consummation of the Closing;

(iii) By Company or Contractor if any Required Regulatory Approval has been denied in a non-appealable order prior to the Closing;

(iv) By Contractor if there has been a material violation or breach by Company of any applicable covenant, representation or warranty contained in this Agreement and such violation or breach (i) is not cured by the earlier of the Closing Date or thirty (30) days after receipt by Company of written notice specifying particularly such violation or breach (provided that in the event Company is attempting to cure the violation or breach in good faith, then Contractor may not terminate pursuant to this provision unless the violation or breach is not cured within thirty (30) days after all other conditions precedent to Closing set forth in Section 2.5 have been either satisfied or waived); and (ii) such violation or breach has not been waived by Contractor;

(v) By Company if there has been a material violation or breach by Contractor of any covenant, representation or warranty contained in this Agreement and such

violation or breach (i) is not cured by the earlier of the Closing Date or thirty (30) days after receipt by Contractor of written notice specifying particularly such violation or breach (provided that in the event Contractor is attempting to cure the violation or breach in good faith, then Company may not terminate pursuant to this provision unless the violation or breach is not cured within thirty (30) days after all other conditions precedent to Closing set forth in Section 2.4 have been either satisfied or waived); and (ii) such violation or breach has not been waived by Company;

(vi) By Company or Contractor if Closing has not occurred within three (3) months after the receipt of all Required Regulatory Approvals and the satisfaction of the conditions under the Required Regulatory Approvals that Company or Contractor reasonably deems necessary to satisfy in advance of Closing; and

(vii) By Company or Contractor if Closing does not occur within eighteen (18) months following the Effective Date (the "Termination Date").

(b) Notwithstanding anything to the contrary herein, (i) if Contractor is in material breach of any agreement, covenant, representation or warranty in this Agreement, then Contractor may not exercise any right it may otherwise have to elect to terminate this Agreement until such material breach has been cured; and (ii) if Company is in material breach of any agreement, covenant, representation or warranty in this Agreement, then Company may not exercise any right it may otherwise have to elect to terminate this Agreement until such material breach has been cured.

(c) In the event of termination of this Agreement by Company or Contractor pursuant to Section 16.1(a), written notice thereof shall promptly be given by the terminating Party to the other Party or Parties, and this Agreement shall immediately become void and there shall be no liability on the part of any Party; provided, however, that nothing in this Agreement shall relieve a Party from liability for any willful breach of or willful failure to perform under this Agreement, it being understood that the provisions of this Agreement requiring each Party to use Commercially Reasonable Efforts to secure approvals of Governmental Authorities shall not diminish the rights of any Party to terminate this Agreement under Section 16.1(a)(iii).

16.2 Post-Closing Termination. The provisions of Section 16.2 apply solely after the Closing Date:

(a) This Agreement may be terminated as follows:

(i) By mutual consent of the Company and Contractor;

(ii) By Company or Contractor, if (i) any federal or state court of competent jurisdiction shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Decommissioning work, and such order, judgment or decree shall have become final and non-appealable; or (ii) any statute, rule, order or regulation shall have been enacted or issued by any Governmental Authority which, directly or indirectly, prohibits the Decommissioning work;

(iii) By Contractor if an event of Force Majeure or a Schedule Extension Condition occurs and remains in effect for one (1) year, or by Company if an event of Force Majeure or a Schedule Extension Condition occurs and remains in effect for one (1) year or, if that event of Force Majeure or Schedule Extension results in proceedings before the NRC and those proceedings are pending, for the duration of the NRC proceedings, and in each case, only if the event of Force Majeure or Schedule Extension Condition precludes Contractor's ability to perform the Decommissioning work, and provided that the Parties shall use Commercially Reasonable Efforts to attempt to resolve the Force Majeure or Schedule Extension Condition before exercising the right to terminate under this Section 16.2(a)(iii).

(iv) Upon termination under Section 16.2(a)(i), 16.2(a)(ii) or 16.2(a)(iii), Contractor shall immediately cease Decommissioning work and demobilize from the NRC-Licensed Site, and shall be entitled to be compensated for the Decommissioning work accomplished up to the termination under Section 9.3(g).

(v) By Company and/or Contractor, as set forth in Section 8.5, 15.2 or 15.3.

(b) Notwithstanding anything to the contrary herein, (i) if Contractor is in material breach of any agreement or covenant in this Agreement, then Contractor may not exercise any right it may otherwise have to elect to terminate this Agreement until such material breach has been cured, and (ii) if Company is in material breach of any agreement, covenant, representation or warranty in this Agreement, then Company may not exercise any right it may otherwise have to elect to terminate this Agreement until such material breach has been cured.

17. TAX MATTERS

The provisions of this Article 17 apply solely after the Closing Date. The Parties hereto acknowledge, agree, and intend, as a result of the agreements and arrangements set forth in this Agreement and the Ancillary Agreements as follows for all Tax purposes: (a) the Company and all of its Affiliates shall have retained ownership and use of all their assets and shall not have transferred ownership of the NRC-Licensed Site or any other of their assets to Contractor (whether by application of Section 7701(e) of the Code or otherwise) with the transfer of the NRC License pursuant to this Agreement representing merely a limited joinder of Contractor to Company's liability to NRC for Decommissioning acknowledged in Section 19.13; (b) notwithstanding the limited rights granted to Contractor with respect to the DTF pursuant to this Agreement and the Ancillary Agreements, Company shall be treated as the owner of the DTF as well as any proceeds held or earned therein unless, until, and to the extent such proceeds are distributed to Contractor or its Affiliates in payment of services performed, and obligations discharged, by Contractor or its Affiliates pursuant to this Agreement and the Amended and Restated DTF Agreement, and for which Contractor or its Affiliates has properly charged the Company and the DTF pursuant to the Amended and Restated DTF Agreement; (c) the rights and obligations of the Company, the Contractor, and their Affiliates set forth in this Agreement and the Ancillary Agreements shall be respected (after the application of Section 7701(e) of the Code and other relevant Tax ownership principles) as representing only an arrangement whereby Contractor and its Affiliates will perform Decommissioning and other services for the Company and its Affiliates on Company's behalf in exchange for disbursements of cash consideration from

the DTF as a fee for these services pursuant to this Agreement and the Ancillary Agreements; and (d) the DTF satisfies all requirements necessary for all of such trust to be treated as a "grantor trust" for federal and state Income Tax purposes pursuant to Sections 671-678 of the Code of which the Company is the "grantor" (including, among others, by (i) reason of the purpose of the DTF being to aid in the discharge of Company's legal obligation of Decommissioning acknowledged in Section 19.13 consistent with Treasury Regulation Section 1.677-1(d), and (ii) by reason of Company retaining limited powers of reversion, beneficial enjoyment, and revocation as to DTF as a result of the rights retained by Company as to DTF pursuant to this Agreement and the Ancillary Agreements, consistent with Code Sections 673, 674, and 676 respectively). The Parties hereto, as well as their Affiliates, shall prepare all applicable Tax books, records, and filings, and otherwise act, in a manner consistent with this Section 17, unless otherwise required by a Final Determination.

18. INDEMNIFICATION; RELEASES

The provisions of this Article 18 apply solely after the Closing Date.

18.1 Indemnification for Pre-Closing Matters.

(a) Contractor shall indemnify, defend and hold harmless Company and Company Indemnified Parties from and against any and all claims, demands, suits, Losses, Liabilities, damages, obligations, payments, costs and expenses (including the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) (each, an "Indemnifiable Loss"), asserted against or suffered by any Company Indemnified Party relating to, resulting from or arising out of:

(i) any inaccuracy in or breach of any of the representations and warranties of Contractor contained in Article 4; or

(ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Contractor before the Closing.

(b) Company shall indemnify, defend and hold harmless Contractor and Contractor Indemnified Parties from and against any and all Indemnifiable Losses asserted against or suffered by any Contractor Indemnified Party relating to, resulting from or arising out of:

(i) any inaccuracy in or breach of any of the representations and warranties of Company contained in Article 3; or

(ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Company before the Closing; or

(iii) Excluded Environmental Liabilities;

provided, however, that if the inaccuracy in or breach is in any of the representations and warranties of Company contained in Section 3.8 or if Contractor receives notice or has

knowledge of a potential Excluded Environmental Liability, it shall notify Company in writing of the alleged inaccuracy or breach or Excluded Environmental Liability, and at Company's option Company shall have a commercially reasonable period, but not greater than sixty (60) days, to investigate and undertake to cure the effect of the alleged inaccuracy or breach or Excluded Environmental Liability on the Contractor's continued performance under the Agreement. For the existence of an undisclosed Release of a Hazardous Substance or an Excluded Environmental Liability, the cure shall be effected when Company investigates and remediates the Hazardous Substance or Excluded Environmental Liability or obtains a determination from the applicable Governmental Authority that releases Contractor from responsibility for the Excluded Environmental Liability; provided that any cost or material delay incurred by Contractor as a result of such an inaccuracy or breach or Excluded Environmental Liability shall be deemed to be the occurrence of a Change Condition. If the Company cures the inaccuracy or breach or Excluded Environmental Liability in accordance with this proviso, that inaccuracy, breach or Excluded Environmental Liability shall be excluded from indemnification under this Section 18.1(b). If Company does not timely opt to cure the inaccuracy or breach or Excluded Environmental Liability in accord with this proviso, then such inaccuracy, breach or Excluded Environmental Liability shall remain subject to indemnification under this Section 18.1(b).

(c) Except to the extent otherwise provided in Section 16.1, following the Closing, the rights and remedies of Company and Contractor explicitly provided under this Section 18.1 will be exclusive and in lieu of any and all other rights and remedies which Company and Contractor may have under this Agreement or otherwise (including under Environmental Laws and Nuclear Laws) for monetary relief, with respect to (i) any inaccuracy in or breach of any of the representations and warranties contained in Article 3 or Article 4, or (ii) any breach or non-fulfillment of any covenant or agreement to be performed before the Closing, excluding in each case any claims arising from intentional fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement, **AND EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY AND ALL OTHER RIGHTS, CLAIMS AND CAUSES OF ACTION FOR (I) ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 3 OR ARTICLE 4, OR (II) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT OR AGREEMENT TO BE PERFORMED BEFORE THE CLOSING, THAT IT MAY HAVE AGAINST THE OTHER PARTIES HERETO AND THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE REPRESENTATIVES ARISING UNDER OR BASED UPON ANY LAW.** The indemnification obligations of the Parties and limitations on those obligations set forth in this Agreement, including this Section 18.1, apply only to matters arising out of this Agreement, and do not apply to the Ancillary Agreements. Any Indemnifiable Loss arising under or pursuant to an Ancillary Agreement shall be governed by the indemnification obligations, if any, contained in the Ancillary Agreement under which the Indemnifiable Loss arises.

(d) Company will not be liable to Contractor Indemnified Parties for indemnification under Section 18.1(b)(i) until the aggregate amount of all Indemnifiable Losses in respect of indemnification under Section 18.1(b)(i) exceeds One Hundred Thousand Dollars (\$100,000) (the "Basket"), in which event Company will be required to pay or be liable for all such Indemnifiable Losses from the first dollar. The aggregate amount of all Indemnifiable

Losses for which Company will be liable pursuant to Section 18.1(b)(i) will not exceed Ten Million Dollars (\$10,000,000) (the "Cap"). Contractor will not be liable to the Company Indemnified Parties for indemnification under Section 18.1(a)(i) until the aggregate amount of all Indemnifiable Losses in respect of indemnification under Section 18.1(a)(i) exceeds the Basket, in which event Contractor will be required to pay or be liable for all such Indemnifiable Losses from the first dollar. The aggregate amount of all Indemnifiable Losses for which Contractor will be liable pursuant to Section 18.1(a)(i) will not exceed the Cap. Notwithstanding the foregoing, the limitations set forth above in this Section 18.1(d) shall not apply to Indemnifiable Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty in Section 3.1, 3.2, 3.8, 3.14, 4.1, 4.2, or 4.7 or to Indemnifiable Losses arising from any Excluded Environmental Liability. For purposes of this Section 18.1, solely for purposes of determining the amount of any Indemnifiable Losses and not for purposes of determining whether any inaccuracy in or breach of any representation, warranty or covenant has occurred, Indemnifiable Losses shall be determined without regard to any materiality, Company Material Adverse Effect, Contractor Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

18.2 Post-Closing Indemnification.

(a) Without limiting any other indemnification obligations of Contractor contained herein, Contractor shall protect, indemnify, defend (with counsel reasonably acceptable to Company) and hold harmless Company and Company Indemnified Parties, from and against any and all Losses and claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any Governmental Authority or court, (iv) fines, penalties, and all Losses arising out of, resulting from or connected with any violations of any Permits other than Environmental Permits by Contractor or any member of Contractor Group in connection with Contractor's Decommissioning under this Agreement and (v) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any violation of Environmental Laws or Environmental Permits by Contractor or any member of Contractor Group or any Hazardous Substances or Nuclear Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Contractor or any member of Contractor Group in, on, under or from the NRC-Licensed Site, except to the extent such Losses or claims were increased as a result of Company's failure to timely provide notice, if any, required by Section 8.3.

(b) Without limiting any other indemnification obligations of Company contained herein, Company shall protect, indemnify, defend (with counsel reasonably acceptable to Contractor) and hold harmless Contractor and Contractor Indemnified Parties, from and against any and all Losses and claims (including, without limitation, (1) reasonable attorneys' fees, (2) liability to third parties for toxic torts and/or personal injury claims, (3) fines, penalties and/or assessments levied or raised by any Governmental Authority, (4) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with:

(i) any violation of Environmental Laws or Environmental Permits by Company or any member of the Company Group during the performance of Contractor's

obligations under this Agreement or any Hazardous Substances or Nuclear Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Company or any member of the Company Group, in, on, under or from the NRC-Licensed Site, except to the extent that the Nuclear Materials were present before the Closing and are those for which remediation is necessary to achieve the End-State Conditions as required by NRC decommissioning regulations, and to the extent such Losses and claims were increased as a result of Contractor's failure to timely provide notice, if any, required by Section 8.3; or

(ii) Excluded Environmental Liabilities.

18.3 Defense of Claims.

(a) If any Indemnitee receives notice of the assertion of any claim or of the commencement of any claim, action, or proceeding made or brought by any Person who is not a Party or any Affiliate of a Party (a "Third Party Claim"), with respect to which indemnification is to be sought from an Indemnifying Party, the Indemnitee shall give such Indemnifying Party reasonably prompt written notice thereof, but in any event such notice shall not be given later than thirty (30) days after the Indemnitee's receipt of notice of such Third Party Claim, except as otherwise provided by Section 18.5. Such notice shall describe the nature of the Third Party Claim in reasonable detail and shall indicate the estimated amount, if practicable, of the Indemnifiable Loss that has been or may be sustained by the Indemnitee. The Indemnifying Party will have the right to participate in or, by giving written notice to the Indemnitee, to elect to assume the defense of any Third Party Claim at such Indemnifying Party's expense and by such Indemnifying Party's own counsel; provided, however, that the counsel for the Indemnifying Party who shall conduct the defense of such Third Party Claim shall be reasonably satisfactory to the Indemnitee. The Indemnitee shall cooperate in good faith in such defense at such Indemnitee's own expense. If an Indemnifying Party elects not to assume the defense of any Third Party Claim, the Indemnitee may compromise or settle such Third Party Claim over the objection of the Indemnifying Party, which settlement or compromise shall conclusively establish the Indemnifying Party's Liability pursuant to this Agreement; provided, however, that the Indemnitee provides written notice to the Indemnifying Party of its intent to settle and such notice reasonably describes the terms of such settlement at least thirty (30) days prior to entering into any settlement.

(b) If, within thirty (30) days after an Indemnitee provides written notice to the Indemnifying Party of any Third Party Claim, the Indemnitee receives written notice from the Indemnifying Party that such Indemnifying Party has elected to assume the defense of such Third Party Claim as provided in Section 18.3(a), the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, however, that if the Indemnifying Party shall fail to take reasonable steps necessary to defend diligently such Third Party Claim within thirty (30) days after receiving notice from the Indemnitee that the Indemnitee believes the Indemnifying Party has failed to take such steps, the Indemnitee may assume its own defense and the Indemnifying Party shall be liable for all reasonable expenses thereof.

(c) Without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed, the Indemnifying Party shall not enter into any

settlement of any Third Party Claim which would lead to Liability or create any financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to indemnification hereunder. If a firm offer is made to settle a Third Party Claim without leading to Liability or the creation of a financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to indemnification hereunder and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to the Indemnitee to that effect. If the Indemnitee fails to consent to such firm offer within thirty (30) days after its receipt of such notice, the Indemnifying Party shall be relieved of its obligations to defend such Third Party Claim and the Indemnitee may contest or defend such Third Party Claim. In such event, the maximum Liability of the Indemnifying Party as to such Third Party Claim will be the amount of such settlement offer plus reasonable costs and expenses paid or incurred by Indemnitee up to the date of said notice.

(d) Any claim by an Indemnitee on account of an Indemnifiable Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, stating the nature of such claim in reasonable detail and indicating the estimated amount, if practicable, but in any event such notice shall not be given later than thirty (30) days after the Indemnitee becomes aware of such Direct Claim, and the Indemnifying Party shall have a period of thirty (30) days within which to respond to such Direct Claim. If the Indemnifying Party does not respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have accepted such claim. If the Indemnifying Party rejects such claim, the Indemnitee will be free to seek enforcement of its right to indemnification under this Agreement.

18.4 Reductions for Insurance Recovery. The amount of any Indemnifiable Loss shall be reduced to the extent that the Indemnitee receives any insurance proceeds with respect to an Indemnifiable Loss. If the amount of any Indemnifiable Loss, at any time subsequent to the making of an indemnity payment in respect thereof, is reduced by recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by, from or against any other entity, the amount of such reduction, less any costs, expenses or premiums incurred in connection therewith (together with interest thereon from the date of payment thereof to the date of repayment at the "prime rate" as published in *The Wall Street Journal*) shall promptly be repaid by the Indemnitee to the Indemnifying Party.

18.5 Effect of Late Notice. A failure to give timely notice as provided in this Section 18.3 shall not affect the rights or obligations of any Party hereunder except if, and only to the extent that, as a result of such failure, the Party which was entitled to receive such notice was actually prejudiced as a result of such failure.

19. MISCELLANEOUS PROVISIONS

19.1 Amendment and Modification. Subject to applicable Law, this Agreement may be amended, modified or supplemented only by written agreement of Company and Contractor.

19.2 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written

instrument signed by the Party granting such waiver, but such waiver of such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith.

19.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, or mailed by overnight courier or registered or certified mail (return receipt requested), postage prepaid, to the recipient Party at its address (or at such other address or facsimile number for a Party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof):

(a) If to Company, to:

Dairyland Power Cooperative
3200 East Avenue South, P.O. Box 817
La Crosse, WI 54602-0817
Attn.: President and CEO
Fax: 608-787-1469

with a copy to:

Dairyland Power Cooperative
3200 East Avenue South, P.O. Box 817
La Crosse, WI 54602-0817
Attn.: Vice President, Generation
Fax: 608-787-1462

(b) if to Contractor, to:

LaCrosseSolutions, LLC
299 South Main Street, Suite 1700
Salt Lake City, UT 84111
Attn: Kenneth W. Robuck
Fax: 801-321-0453

with a copy to:

LaCrosseSolutions, LLC
c/o EnergySolutions, LLC
299 South Main Street, Suite 1700
Salt Lake City, UT 84111
Attn: Russell Workman
Fax: 801-321-0453

19.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but no Party may assign this Agreement or its rights under this Agreement, including by

operation of law, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any assignment in contravention of the foregoing sentence shall be null and void and without legal effect on the rights and obligations of the Parties.

19.5 Third Party Beneficiaries. This Agreement does not, and is not intended to confer upon any other Person except the Parties any rights, interests, obligations or remedies hereunder.

19.6 Governing Law. This Agreement shall be governed by and construed in accordance with the Law of the State of New York (without giving effect to conflict of law principles) as to all matters, including matters of validity, construction, effect, performance and remedies. EXCEPT FOR CHANGE ORDER DISPUTES GOVERNED AND DETERMINED BY THE ARBITRATION PROCEDURE SET FORTH IN SECTION 11.7, THE PARTIES AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF ILLINOIS, IN EACH CASE LOCATED IN THE CITY OF CHICAGO AND COUNTY OF COOK. THE FOREGOING COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS. THE PARTIES AGREE THAT SUMMONS OR OTHER LEGAL PROCESS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING SHALL BE DEEMED PROPERLY AND EFFECTIVELY SERVED WHEN SENT BY CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES OF THE PARTIES AS SET FORTH IN THIS AGREEMENT, SO LONG AS THE PARTY ACTUALLY RECEIVES DELIVERY OF THOSE SUMMONS OR LEGAL PROCESS. EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

19.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.8 Schedules and Exhibits. Except as otherwise provided in this Agreement, all Exhibits and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

19.9 Entire Agreement. This Agreement, including the Exhibits and Schedules, the License Termination Planning Contract, the Radiation Protection Management Services Contract, and upon its execution the Decommissioning Planning Services Contract, and any other documents that specifically reference this Section 19.9, embody the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings including all letters, memoranda or other documents or

communications, whether oral, written or electronic, submitted or made by (i) either Company or its Representatives to Contractor or its Representatives, or (ii) Contractor or its Representatives to Company or its Representatives, in connection with the sale process that occurred prior to the execution of this Agreement or otherwise in connection with the negotiation and execution of this Agreement.

19.10 No Joint Venture. Nothing in this Agreement creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship among the Parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the Parties. Except as expressly provided herein, no Party is or shall act as or be the agent or representative of any other Party.

19.11 Change in Law. If and to the extent that any Laws or regulations that govern any aspect of this Agreement shall change, so as to make any aspect of this transaction unlawful, then the Parties agree to make such modifications to this Agreement as may be reasonably necessary for this Agreement to accommodate any such legal or regulatory changes, without materially changing the overall benefits or consideration expected hereunder by any Party.

19.12 Severability. Any term or provision of this Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation; provided, however, that the remaining terms and provisions of this Agreement may be enforced only to the extent that such enforcement in the absence of any invalid terms and provisions would not result in (i) deprivation of a Party of a material aspect of its original bargain upon execution of this Agreement, (ii) unjust enrichment of a Party, or (iii) any other manifestly unfair or inequitable result.

19.13 Effect of Agreement. The Parties hereto acknowledge that as to NRC, Company retains liability for Decommissioning as the owner of the NRC-Licensed Site for which it has engaged Contractor to discharge through Decommissioning services rendered on Company's behalf as Company's agent pursuant to the terms of this Agreement and the Ancillary Agreements (including the rights of Company to indemnification against Contractor provided thereby). Subject to the terms of this Agreement, Contractor is agreeing to fully discharge the Company's liability for Decommissioning and assuming full responsibility for the conduct of Decommissioning in exchange for payment of the fixed price equal to the Agreed Amount on the Closing Date, with such Agreed Amount to be paid in portions periodically to Contractor when the services necessary to discharge the Decommissioning liability are performed in accordance with the terms of this Agreement.

19.14 Disclaimers. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER CONTRACTOR NOR ITS SUBCONTRACTORS NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO COMPANY FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE OF GENOA 3, DOWNTIME COSTS, LOSS OF OPPORTUNITY OR GOODWILL, COST OF PURCHASED OR REPLACEMENT POWER, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SUCH DAMAGES, OR ANY LOSS, DAMAGE OR OTHER LIABILITY OTHERWISE EQUIVALENT TO OR IN THE NATURE OF ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE,

EXEMPLARY, MULTIPLE OR SPECIAL DAMAGES ARISING FROM SUCH PERSON'S PERFORMING OR A FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DECOMMISSIONING WORK, WHETHER SUCH LIABILITY ARISES IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION (INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY OR OTHERWISE. TO THE EXTENT THAT COMPANY'S PROPERTY INSURANCE INSURERS MAY HAVE SUBROGATION RIGHTS AGAINST CONTRACTOR OR ITS SUBCONTRACTORS OR AFFILIATES FOR SUCH DAMAGES DISCLAIMED UNDER THIS SECTION 19.14, COMPANY HEREBY WAIVES THOSE SUBROGATION RIGHTS. LIQUIDATED DAMAGES AS EXPRESSLY SET FORTH IN THIS AGREEMENT SHALL NOT BE DEEMED TO BE CONSEQUENTIAL DAMAGES. THERE ARE NO WARRANTIES OF CONTRACTOR TO COMPANY HEREUNDER WITH RESPECT TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CONTRACTOR DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES, OR ANY IMPLIED WARRANTIES, OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

19.15 Schedules. Each exception to a representation and warranty set forth in a Schedule shall qualify only the specific representations and warranties which are referenced in the applicable Schedule, and no other representation or warranty. Without limitation of the foregoing, the disclosure of Hazardous Substances or the potential for existence of Hazardous Substances anywhere on the NRC-Licensed Site in Schedule 3.8 or any of the other schedules to this Agreement, except for Schedule 1.1(76), will not be a factor in determining whether Hazardous Substances are Disclosed Hazardous Substances or are otherwise Hazardous Substances that Contractor should reasonably have anticipated would be present as the result of the construction in accordance with Law or operation in accordance with Law of the LACBWR Facility.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

DAIRYLAND POWER COOPERATIVE

By: 

Name: Barbara A. Nick

Title: President and CEO

LACROSSESOLUTIONS, LLC

By: _____

Name: Kenneth W. Robuck

Title: Manager

[Signature page to the Decommissioning Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

DAIRYLAND POWER COOPERATIVE

By: _____

Name: _____

Title: _____

LACROSSESOLUTIONS, LLC

By: K.W. Robuck

Name: Kenneth W. Robuck

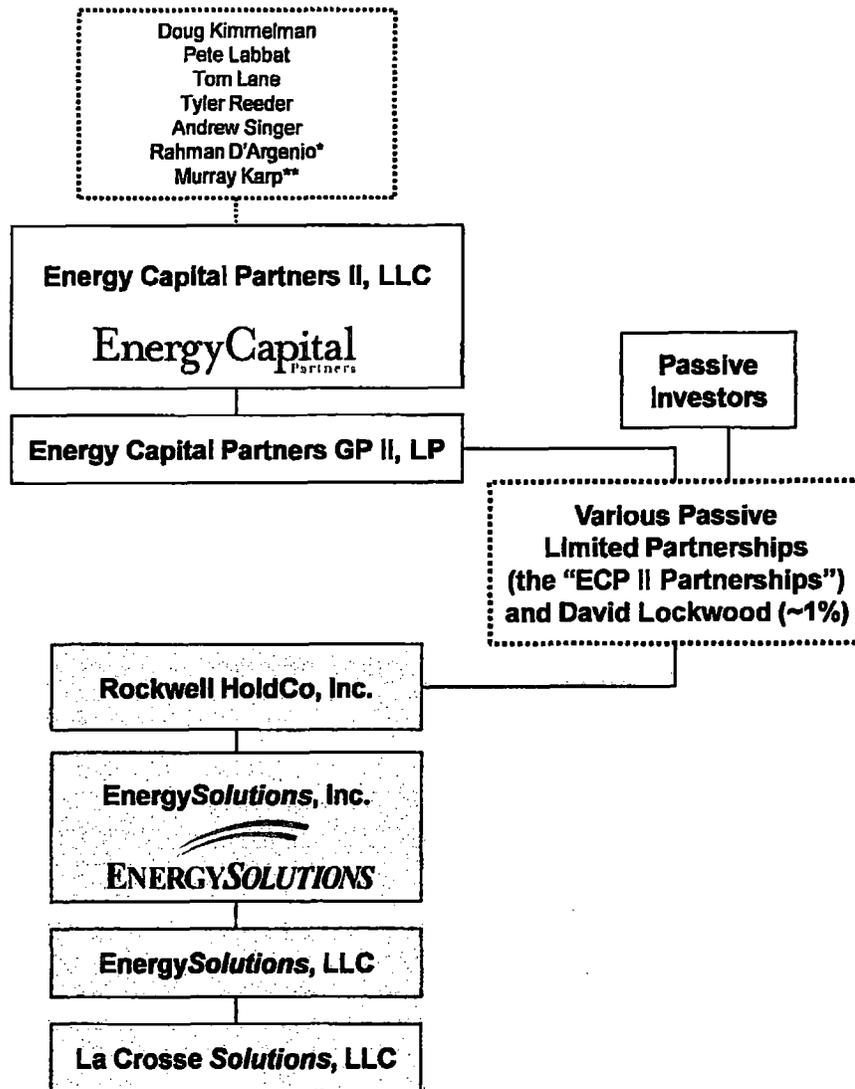
Title: Manager

ENCLOSURE 2

LACROSSESOLUTIONS, LLC

**OWNERSHIP STRUCTURE AND
PROJECT ORGANIZATION**

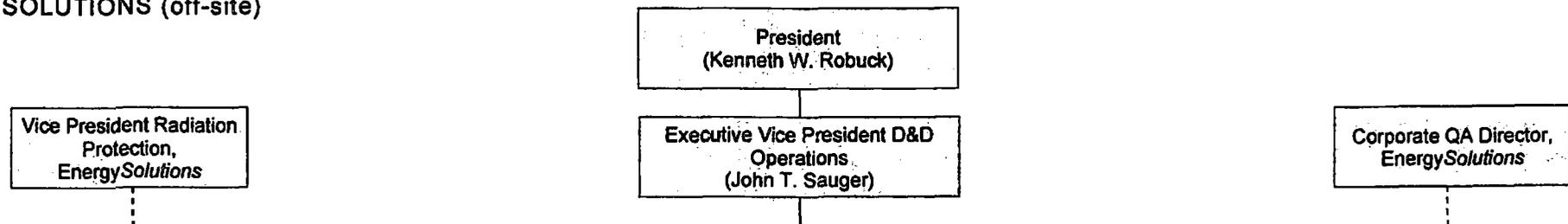
La Crosse Solutions, LLC Ownership Chart (Post-Transfer)



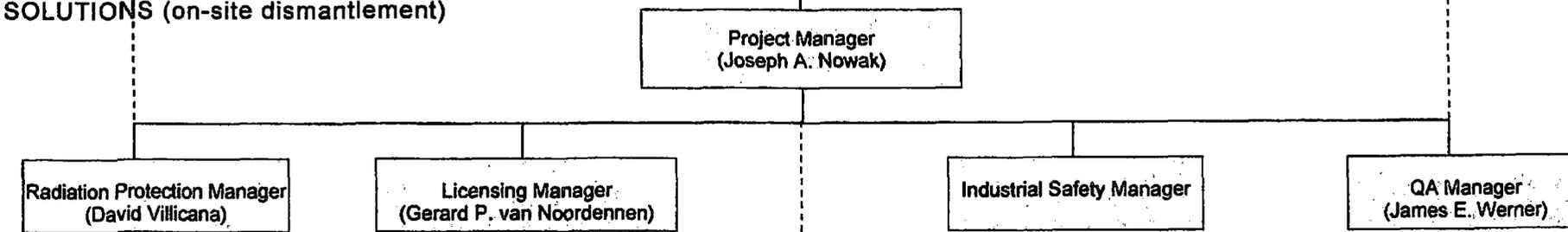
*Mr. D'Argenio has a contractual right to vote on certain matters relating to Energy Capital Partners II, LLC ("ECP II"), but does not own any of the interests (economic or otherwise) in ECP II
**Murray D. Karp, an employee of Energy Capital Partners, is admitted to ECP II for very limited purposes. Mr. Karp is not a managing member of, and has no voting or control rights and no economic interests with respect to, ECP II.

LaCrosseSolutions Organization

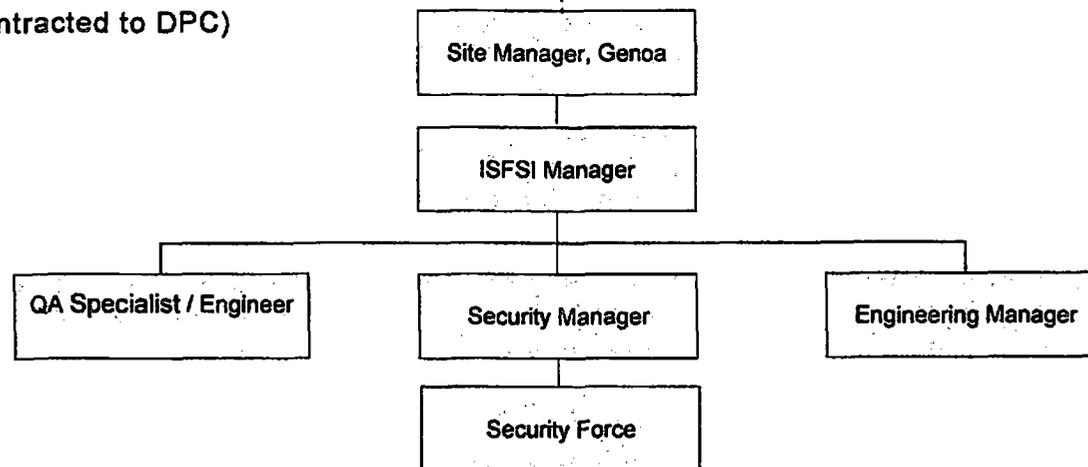
SOLUTIONS (off-site)



SOLUTIONS (on-site dismantlement)



ISFSI ACTIVITIES (subcontracted to DPC)



ENCLOSURE 3

GENERAL CORPORATE INFORMATION

REGARDING

DAIRYLAND POWER COOPERATIVE

and

**LACROSSESOLUTIONS, LLC AND ITS
CORPORATE PARENTS**

NAME:	Dairyland Power Cooperative
STATE OF INCORPORATION:	Wisconsin
BUSINESS ADDRESS:	3200 East Avenue South, P.O. Box 817 La Crosse, WI 54602-0817
DIRECTORS:	Michael Baker Charles Bena Clarence Boettcher Marlyn Bottolfson Daniel Fischer Dean Fisher Francis Gwinn Barbara Heffernan Robert Hess Jerry Huber Francis Klatt Daniel Korn Larry Lamborn Burt Magnuson Eugene Miller Judy Murphy Kendal Nichols John Petska Barry Radloff Jane Reich Greg Sacia Jennifer Scharmer Chris Stadel David Stute Dean Tesch Roger Tjarks
EXECUTIVE PERSONNEL	Barbara Nick, President and CEO John Petska, Treasurer Barb Heffernan, Secretary Niles Berman, General Counsel

NAME:	LaCrosseSolutions, LLC
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	S4651 State Highway 35 Genoa, WI 54632
DIRECTORS:	David J. Lockwood, Chairman Gregory S. Wood Kenneth W. Robuck Rob M. Palmberg Dairyland Power Cooperative 3200 East Avenue South, P.O. Box 817 La Crosse, WI 54602-0817
EXECUTIVE PERSONNEL	David J. Lockwood, Chief Executive Officer Gregory S. Wood, Chief Financial Officer Kenneth W. Robuck, President John Sauger, Executive Vice President Richard Tooze, Vice President, Investment Manager David Nilsson, Treasurer Christian S. Robinson, Controller Russell G. Workman, Secretary and General Counsel

NAME:	EnergySolutions, LLC
STATE OF INCORPORATION:	Utah
BUSINESS ADDRESS:	299 South Main Street, Suite 1700 Salt Lake City, Utah 84111
DIRECTORS:	David J. Lockwood, Manager, Chairman Gregory S. Wood, Manager Mark Morant, Manager Kenneth W. Robuck, Manager Alan M. Parker, Manager John A. Christian, Manager
EXECUTIVE PERSONNEL	David J. Lockwood, President and Chief Executive Officer Gregory S. Wood, Executive Vice President and Chief Financial Officer Kenneth W. Robuck, President, Reactor Decommissioning Group John A. Christian, President, Logistics, Processing and Disposal Mark Morant, President, Products and Technology Group Alan M. Parker, President, Projects Russell G. Workman, Secretary and General Counsel Christian S. Robinson, Senior Vice President and Corporate Controller David Nilsson, Treasurer

NAME:	EnergySolutions, Inc.
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	299 South Main Street, Suite 1700 Salt Lake City, Utah 84111
DIRECTORS:	David J. Lockwood, Chairman Gregory S. Wood, Director Russell G. Workman, Director
EXECUTIVE PERSONNEL	David J. Lockwood, President and Chief Executive Officer Gregory S. Wood, Executive Vice President and Chief Financial Officer Kenneth W. Robuck, President, Reactor Decommissioning Group John A. Christian, President, Logistics, Processing and Disposal Mark Morant, President, Products and Technology Group Alan M. Parker, President, Projects Russell Workman, Secretary and General Counsel Christian S. Robinson, Senior Vice President and Corporate Controller David Nilsson, Treasurer

NAME:	Rockwell Holdco, Inc.
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
DIRECTORS:	Tyler Reeder, Director Rahul Advani, Director Steve Herman, Director Christopher Leininger, Director David J. Lockwood, Director
EXECUTIVE PERSONNEL	David J. Lockwood, President and CEO Gregory S. Wood, CFO Russell Workman, Secretary David Nilsson, Treasurer

NAME:	Energy Capital Partners II, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II-A, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II-B, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II-C (Direct IP), LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II-D, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners GP II, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners II, LLC

NAME:	Energy Capital Partners II, LLC
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
MANAGING MEMBERS:	Doug Kimmelman Pete Labbat Tom Lane Tyler Reeder Andrew Singer
EXECUTIVE PERSONNEL	Steve Herman, Managing Director Rahul Advani, Principal Schuyler Coppedge, Principal Rahman D'Argenio, Principal Andrew Makk, Principal Nazar Massouh, Principal Murray Karp, Chief Financial Officer and Chief Operating Officer Paul Parshley, Managing Director – Investor Relations

ENCLOSURE 4

RESUMES OF KEY MANAGEMENT PERSONNEL

JOHN T. SAUGER

221 Chuniloti Way • Loudon, TN 37774 • 860-218-0989 (Cell) • jtsauger@aol.com

SENIOR OPERATIONS & TURNAROUND EXECUTIVE

Recovered and completed construction on a \$5.2 billion retrofit project. Expert in the application of tailored project management practices that have enabled companies to obtain consistent and profitable results with respect to capital investments. Developed new business lines that realized revenue increases from \$20 million to \$400 million over 2 years with a 15% ROI. Successfully developed and implemented leading edge contracting and claims management practices.

Core Competencies and Business Strengths Include:

- Strategic/Operations Planning & Financial Alignment
- Organic Business Growth
- Project Risk Management
- Acquisition of High Technology Assets
- International Project Management
- Power, Environmental, Infrastructure, and Remediation Portfolios
- Project Financing and Governance
- Joint Ventures, LLC's and Special Purpose Entities

Bachelor of Science • Marine Engineering • Maine Maritime Academy, Castine, Maine

PROFESSIONAL EXPERIENCE:

Executive Vice-President/General Manager-Energy Solutions (October 2013-Present)

Brought in to recover the Zion Nuclear Station decommissioning project. In 366 days, loaded 61 spent fuel canisters and placed in long term storage, completed segmentation of 2 reactor pressure vessels internals packages and one reactor vessel. Address SCWE issues and management ineffectiveness. Project has made substantial progress in last year and is projected to finish in late 2018, ahead of schedule.

Executive Consultant (February 2013-October 2013)

Providing Canadian construction market expertise to US companies seeking to expand in Canada. Expert in labor approaches in all Provinces using building trades, CLAC, and open shop. Assisting companies in the commercial nuclear D&D market in the US.

Executive Vice-President, Bruce Power (March 2008-January 2013)

Brought into recover a \$2.9 billion refurbishment project that had consumed 80% of the original budget while completing 30% of the required work scope. Initial challenges involved replacing existing leadership team, developing an actual cost and schedule, elimination of non-value added processes, renegotiating major contracts, and completing collective bargaining with 18 building trades unions. Developed new schedules and estimates for the \$5.2 billion total project cost. Directed the research, development, and implementation of a project management system and processes reflective of best

practices in the US and Canada. Results to date are tighter budget and schedule performance on new projects.

- Instituted a claims management approach and system that resulted in structural behavioral modifications among contractors and produced over \$200 million in cost avoidance over a 2 year period.
- Created and implemented a new model for construction services in the utility industry in Ontario resulting in year-over-year savings of 8% from the previous model.
- Provided expert opinion and analysis for potential owner investments outside of Bruce Power that exceeded \$6 billion in total project cost.

Responsible for all site services including industrial safety, radiological protection and facilities management

Senior Vice President, Shaw Environmental & Infrastructure - A Shaw Group Company (Feb 2004 – November 2007):

Held \$400 million annual P&L accountability for the Federal design and construction market sector. Consistently generated the highest profitability year over year for the Shaw Group with margins that averaged 15% on Federal projects. Expanded a MILCON (Military Construction) business line from \$20 million to \$400 million over 2 years. Developed new Federal clients and obtained new business with the US Parks Services, and NASA.

- Responsible for annual bid & proposal budget. Selected bid and pursuit opportunities. Most significant investment and win was the Inner Harbor Navigation Canal in New Orleans at over \$1 billion. Project was awarded based on innovative and unique design solution I developed and championed.
- Instituted a claims management strategy that resulted in turning a projected \$9 million loss in Afghanistan into a \$5 million profit.
- Formed Joint Ventures and Limited Liability Companies that won and completed work in Paducah, Kentucky and the Middle East (Afghanistan, Iraq, Oman)
- Created a strong safety culture resulting in the best safety performance among US contractors in the Middle East.
- Executive technical lead (nuclear) for the acquisition of Westinghouse Nuclear. Eventual 20% ownership obtained through Toshiba.

Director Construction, Ontario Power Generation (Sept 2002 - Feb 2004):

Joined OPG to complete the construction phase of the \$1.2 billion Unit 4 refurbishment project.

- Director of Pickering "A" construction with over 1500 employees during peak periods
- Annual budget responsibility for \$300 million
- Completed over 750 design modifications for extensive refurbishment program
- Reduced cycle times in work package closure, focus on safety (multiple contractors exceeding 1 million hours without a lost time accident)
- Maintained successful relationships with Building Trades Unions resulting in no work stoppages
- Implemented new estimating and cost management system for future refurbishment work.

**Vice President Operations, Canadian Nuclear Engineers & Constructors (Dec 1998 - Sept 2002)
Shaw Stone & Webster Construction**

Assigned by Stone & Webster to the bid and proposal team for the refurbishment of Pickering nuclear units. Developed schedules and cost estimates for proposal and led all oral presentations for client. Contract won.

- Reduced subcontractor costs through the creation of joint ventures and reduction of approved suppliers.
- Directed Outage Management, Project Controls, Quality Programs and procurement

Manager - Project Management and Construction, Entergy Nuclear Inc. (Oct 1997- Dec 1998)

Originally hired to lead the maintenance organization at Maine Yankee through startup and then become plant manager. Owners elected to decommission the plant rather than complete startup

- Responsible for all project management and construction activities associated with the retirement of the Maine Yankee facility (\$508 million USD Lump Sum)
- Developed project management guidelines and trained project managers
- Developed criteria for WBS associated with decommissioning
- Established plans, policies, and procedures for development and implementation of construction project plans including Earned Value (EV) and new cost center reports
- Completed 7200 scheduled activities in first year of decommissioning with a budget under run of 5%
- Organization downsized with no lawsuits and no major employee concerns relative to de-staffing

Early Positions:

Manager - Engineering Project Services, Yankee Atomic Electric Company (Jan 1997- Oct 1997)

Founder and President, Mariner Engineering Inc. (1986 - 1996)- Assignments: Unit Director Millstone 1, Manager Experience Assessment and Operational Readiness Millstone 1, Maintenance Manager Millstone 1, Outage Manager Millstone 2

Consultant-Wytek Corporation (1986-1987)

Consultant- CDW Corporation (1985-1986)

Engineer-Northeast Utilities (1982-1985)

BOARDS OF DIRECTORS (Past):

Electric Power Systems Construction Association (EPSCA)

- Ontario association of electric utilities and contractors that negotiates and administers all building trades agreements in the Ontario electrical construction sector.

Ontario Provincial Safety Council

- Board Member. New organization within the Ministry of Labour.

Chief Operating Officer, Shaw Centcom Services LLC

- Company focused on work in the Middle East under USACE TAC Centcom ID/IQ contract worth \$2.5 Billion

Board Member, World Trade Center New Orleans

Joseph A. Nowak

Final Formal Education

- Aviation Electrical School, United States Navy, Millington, TN

Areas of Expertise

- Project Management

Summary of Experience

More than 10 years working as a Project Leader, with more than 10 years of experience with relevant decommissioning characterization experience. D&D project management professional with 23 years' experience in the nuclear industry. Has led large-scale D&D projects for commercial and government clients, developed project budgets, and overseen health and safety programs, criticality programs, and document control programs. Has effectively managed large numbers of staff and craft labour personnel for radiological projects (up to 150 personnel) and multi-million dollar programs (up to \$78 million).

Professional Record

2010–Present: Project Manager, EnergySolutions. Responsible for managing multiple large- and small-scale projects with contract values ranging from \$500K to \$10M. Responsible for safety, planning, scheduling, budgeting, financial tracking, and oversight of a staff including manual and non-manual personnel. Oversee the development of policies and procedures for equipment operations, maintenance, repair, and calibration. Responsibilities also include managing subcontracts valued at approximately \$500K. Some project work includes the following:

- Dairyland Power Cooperative (DPC) La Crosse Boiling Water Reactor (LACBWR), Site Characterization Project. Provided management support for development and implementation of Site Characterization Plan, Survey Packages and Survey Report in support of License Termination Plan (LTP) development.
- GE-Hitachi Wilmington Remediation. Provided functional support to GE-H Wilmington Scrap Pack Facility including waste management services. Prepared, loaded, manifested, radioactive waste shipments for various site organizations. Provided support for GNF Liabilities Organization D&D by providing need manpower as well as expertise in the dismantlement, shipping, and disposal of various legacy and obsolete plant equipment.
- Humboldt Bay Power Plant (HBPP) ISC-18 Project and Reactor Pressure Vessel Internals Removal Project. Provided waste management support for this project that involved processing and disposal of pressure vessels and drums. Provided support for removal and segmentation of all reactor vessel internals using mechanical cutting methods.

2009–2010: Clauss Construction

- Project Manager, Argonne National Laboratory Building 330 D&D Project (CP-5), IL. Led development of site-specific plans and procedures for an NNS site-specific program and profile, development/implementation of sample analysis plan, waste characterization, segregation of clean and contaminated material for disposal, development and implementation of an engineered demolition plan, development and implementation of an engineered excavation plan, and development/implementation of a Final Status Survey (FSS) plan.

- Project Manager, Plum Brook Reactor Facility D&D Project, NASA Glen Research Center (GRC), OH. Led project staff and subcontractors on this D&D project that required facility characterization, radiological decontamination, asbestos abatement, lead abatement, above- and below-grade demolition, and waste management (radiological, hazardous and mixed) including packaging, soil remediation, VOC treatment, segregation, sizing and shipping, and site restoration. Performed FSS to achieve NRC license termination.

2007–2008: System One, LLC.

Facility D&D Manager, Westinghouse Hematite Facility, Festus, MO. Led facility characterization, radiological decontamination, asbestos/lead abatement, above- and below-grade demolition, waste management (radiological, hazardous and mixed) including packaging, soil remediation, VOC treatment, segregation, sizing and shipping, and site restoration. Developed and received approval from the NRC for a Decommissioning Plan for unconditional free release of the site. Performed 12 months of fieldwork with zero OSHA recordable injuries and zero first aid cases.

2006–2007: MCM Management,

Silos 1, 2, and 3 Decontamination and Demolition Project, Fluor Fernald Site Project, involved D&D of three highly radioactive and contaminated Radium buildings and associated Silo's, slabs, foundations, and remediation of the subsurface soils. Developed project-specific work plans and procedures. Supervised the development of the project schedule and workload forecast. Directed all aspects of the D&D operations. Major accomplishments for the project were completing the project under budget and 2 months early on the schedule.

2003–2006: LVI Services.

Facility D&D Manager, Westinghouse Hematite Facility, Festus, MO., Project involved decontamination and dismantlement of the Westinghouse Former Nuclear Fuel Pellet Facility. Responsibilities included ensuring project and program successes through: building, empowering, and supporting strong project teams; tightly controlling project budgets and schedules; forming positive client, NRC, and subcontractor partnerships; and taking total responsibility for all aspects of project finances, team performance, and client satisfaction. Help develop and manage a safe but productive nuclear criticality program. Major accomplishments on the project were, 167 kilograms of enriched uranium for re-use (recycled) to the client - 93 tons of clean scrap metal to recycle- 703 tons of contaminated equipment to disposal- 578 tons of contaminated soil for disposal- 217 tons of contaminated scrap metal for recycle- 16 tons of miscellaneous clean scrap to disposal- 12 tons of hazardous waste to disposal- 260 cubic meters of slightly contaminated equipment and debris to volumetric clearance for disposal (VCD)

2002–2003: Shaw Environmental & Infrastructure, Inc.

D&D Manager, Gulf Nuclear Industries of Louisiana, Webster, TX. Supervised budget, schedule, and workload forecast and directed all aspects of D&D operations for three highly radioactive and contaminated buildings, associated building slabs, and remediation of subsurface soils. Supervised design and construction of temporary HVAC systems and completely enclosed containments (CECs). Supervised ALARA program that resulted in significant improvements in D&D radiological work practices and a tremendous reduction in person-rem exposure.

1999–2002: MACTEC Constructors.**Plant 6 & Closure Project Fernald, OH (Fernald DOE Site).**

Oversaw D&D, asbestos abatement, and remediation phases. Project received award for exceeding 100,000 hours without a first aid or recordable injury in a high-risk dismantlement environment.

1994–1999: NSC Corporation. General Superintendent and Asbestos Abatement Supervisor, Various Radioactive Facility Characterization and D&D Projects, DOE Fernald Site, OH Plant 9, and 12.

1992–1994: M&O Insulation. Asbestos Abatement Supervisor, Chicago, IL.

1990–1992: Dresden Nuclear Power Plant. Asbestos Abatement Supervisor, Morris, IL.

1988–1990: U.S. Navy, Aviation Electrician. Honorably discharged.

1985–1988: Scrap Haulier. Supervised demolition including separation of metals by type.

Continuing Education

- Project Management Institute – Project Management Professional– 2014 to Present
- Earned Value Management
- 8-Hour OSHA Supervisor Training; 40- and 30-Hour OSHA Health and Safety Training (29 CFR 1910.120 and 600470518, respectively), with annual 8-hour updates
- DOE Radiation Worker II
- NNSS Waste Acceptance Criteria Training
- Rigging/Hoisting Level II, DOE; Scaffold Training Competent Person; Welding/Torch Cutting/Plasma/Air-Arch; Lock-Out/ Tag-Out; Fall Protection
- Asbestos Supervisor; Lead Supervisor
- Human Performance Improvement(HPI) Practitioner Certification
- Human Error Investigation
- Demolition Competent Person; Excavation Competent Person; Structural Dismantlement

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Listed below are the dates of my nuclear experience. I have been employed in the Nuclear Industry for over 35 years in various positions of responsibility at various nuclear plants and as a loaned employee to INPO. Since 1982, I have filled challenging Supervisory and Management positions in Line and Support Organizations. During this time I have completed numerous workshops, Technical Training, and Certifications including, Radiation Protection Manager (RPM), Certified Instructor, Certified QA Lead Auditor, Certified QC VT-2 and level 2 Mechanical and Receipt Inspection, SRO certification (PWR), RP/Health Physics Training at University of Mich, Georgia Tech, and Harvard School of Public Health. I have extensive experience in 6 key areas, Quality Assurance, Training, Radiation Protection, Industrial Safety, new Plant COLA Development and Decommissioning. I am current in Plant Access and Radiation Worker Training, and passed the Radiation Protection Fundamentals exam. Just recently became a Human Performance Practitioner-Through the University of Idaho.

Nuclear Professional Experience:

April 2015 to Present

Zion Solutions
QA Manager

QA Manager for ZionSolutions Decommissioning Project at Zion Station: Along with managing day to day QA activities, I perform as Lead Auditor responsible to Lead Audits and Surveillances of Project and Vendor activities, at Zion Site.

April 2012 to April 2015

Zion Solutions
Senior QA Engineer/Lead Auditor

Senior QA Engineer/Lead Auditor for ZionSolutions Decommissioning Project at Zion Station: Lead Auditor and Senior QA Engineer responsible to Lead Audits and Surveillances of Project and Vendor activities, at Zion Site. This includes

ISFSI Dry Cask Storage campaign, RP, Training, Security, Operations, Radwaste Shipping and other Plant Work. In this role I am the main QA Lead of all day to day project activities, for demolition of plant components, shipment of Radioactive Material, and construction of ISFSI Pad and subsequent Dry Cask Storage campaign.

April 2009 to April 2012

Point Beach Plant
Project Manager EPU Training

Project Manager responsible for Training Material upgrade and revision of more than 250 Lesson Plans and 60 Simulator Guides required to be revised based on the impact of the Extended Power Uprate (EPU) on both Point Beach Nuclear Plant units. Manager responsible to implement over 100 Plant Mod's for EPU impact into Plant Training Material. Responsible for scheduling, completing and documenting impact and training needs analyses and all aspects of the SAT Process for Training Material development, to support all accredited Training Programs including Requal and Initial Training for Operations and Maintenance/Technical Training Programs. Also was responsible for upgrading both Plant Simulators based on Mod changes.

February 2008 to April 2009

DTE Fermi 3 Plant
QA Manager Licensing Group

Quality Assurance Manager in the Licensing Engineering Team of the newly formed Nuclear Development Group: This group was put together to ensure all activities associated with the COLA project for DTE Fermi 3 Plant, including FSAR, ER and all other sub sections of the COLA were completed and ready for NRC submittal in a quality and timely manner within budget and on time. No significant issues have been identified and our Licensing Team had our COLA ready for submittal several weeks ahead of schedule, and several Million dollars below budget. I owned and was responsible for our QA Plan Implementation. Certified Lead Auditor and responsible for training coordination and preparation for New Plant construction.

April 2007 to February 2008

Fermi Plant
Lead Auditor

Contractor working as a Lead Auditor, and was responsible for leading Audits and Surveillances, procedure reviews and field monitoring as part of QA's independent assessment of Nuclear Operations Department activities. Lead Audits and other

assessments for Training, Security, Health Physics, Emergency Planning, Operations, Chemistry, Maintenance, Document Control, Corrective Action, and Licensing.

October 2006 to April 2007

Turkey Point Plant
Probation Recovery Team

Contractor working for NWI services as part of a Training Probation recovery team responsible for major Training programs and procedures re-write based on recovery from Operations Training Programs INPO probation. Several noted strengths by INPO and Accrediting Board including Line ownership, SAT Leadership Training, which I developed and taught to Site Management Team, and Instructor Training. I developed a new site-wide Training Observation program based on Instructor and student competencies.

January 2002 to October 2006

Fermi Nuclear Plant
Technical Training Manager

Manager responsible for design, development, delivery and evaluation for all Technical Training Programs at Fermi Plant including, RP, Chemistry, Engineering, Maintenance (all disciplines), Radwaste, G.E.T and all Industrial Safety/Industrial Hygiene Training. I was responsible for maintaining the accredited training programs, and using training to improve plant performance. Responsible for major Training programs and procedures re-write based on recovery from Technical Training programs probation. Several noted strengths by INPO including Line ownership, Outage Training preparation, and error reduction lab. Also recognized for innovative Human performance training for Maintenance craft with theme that Nuclear is different. Recognized Industry leader with regards to maintenance mock-ups including Terre Turbine, EDG, and major valve mock-ups that are the envy of the Industry. Was also the Inprocessing Outage Manager for all Fermi Outage Inprocessing/Contractor Training activities, and was successful at reducing the average Outage Inprocessing time from 5 days down to 1 day for most workers, saving over a Million dollars an outage.

January 2000 to January 2002

Fermi Nuclear Plant
Training Support Supervisor

Supervisor responsible for Training record tracking, (NTCMS, EST, PAD's) and vaulting of training records: Responsible for department business plan, procedure review process, department computer needs, and Performance Indicator program.

Also, responsible for the design, development, delivery and evaluation of the General Employee Training and Instructor Training programs, along with the oversight of Self-Assessment, Accreditation, and Human Performance programs. Designed and taught a SAT awareness class to Plant Managers and Supervisors. Designed and developed a human performance error lab that was recognized as strength by INPO for reducing errors and Industrial safety events during outages.

October 1998 to December 1999

Fermi Nuclear Plant
Lead Auditor Quality Assurance

Duties included Leading Audits in the areas of RP, Chemistry, Industrial Safety, Operations, Training, Emergency Planning and Radwaste Shipping, along with day to day Quality Assurance activities. I also was the Department Lead for Safety improvement efforts in QA and for the Fermi site wide. Performed peer reviews for QA reports such as QA Monthly report and department Surveillances, and was the department coordinator for reviewing line procedure changes as the QA oversight.

February 1997 to October 1998

Big Rock Nuclear Plant
Radiation Protection Manager (RPM)

I was responsible for all aspects of day-to-day RP work for operating plant (until the end of August 1997) and continuing thru Plant Decommissioning until departure for a new opportunity. Department Head with nine Supervisory personnel and 50 technician support group responsible for the following: Day-to-day ALARA planning and work control, Plant Chemistry, and all Health Physics Job coverage and Support Programs including Dosimetry, Instruments, Respiratory, ALARA, procedures, training, counting room, and emergency planning implementation. Manager responsible for writing all Health Physics and environmental procedures for decommissioning Also, completed full system decon of Primary System as part of Decommissioning.

October 1995 to February 1997

Big Rock Nuclear Plant
Quality Assurance Manager

Transferred back to Big Rock Plant to perform similar duties as described below. I filled the role of QA Manager responsible for leading Audits and other assessments at both Big Rock and Palisade's plants while monitoring day to day Plant activities for QA.

April 1990 to October 1995

Consumers Power Company
Palisades Nuclear Plant
QA Lead Auditor/Assessor

I returned to Consumers Power Company from my loaned assignment at INPO at Consumer Power Company Senior Management's request to be part of the SGRP team. While assigned as a supervisor to the construction quality assurance group I certified as ANSI N45.2.23 lead auditor. Duties during this assignment included leading and overseeing audits and surveillances and performing Field Monitoring inspections of construction and plant activities with main focus on oversight of Radiation Protection Department activities.

Upon completion of the SGRP special assignment, accepted similar position with the Palisades Plant Quality Assurance Department. Duties and responsibilities include leading audits, surveillances, procedure reviews and field monitoring as part of QA's independent assessment of Nuclear Operations Department activities. I became certified to lead Audits and other Assessments for Training, Industrial Safety, Health Physics, Emergency Planning, Operations, Chemistry, Maintenance, Document Control, Corrective Action, and Licensing. Additionally, I filled the role of QA Outage Manager during the 1993 refueling outages for both Palisades and Big Rock Point plant outages. Under this role performed department planning, scheduling and ensured implementation of all assessment activities. Also was the Lead QA person for RP department procedure re-write project based on significant changes to Title 10CFR20 (Radiation Protection).

April 1989 to April 1990

Institute of Nuclear Power Operations
Lead Evaluator/ Radiation Protection

While on loan to INPO for one year I participated in eight nuclear plant evaluations (6 as Lead Evaluator). These evaluations (each two weeks long) consisted of inspecting radiation protection and industrial safety programs and included performing material inspections of plant systems and equipment. When not involved with plant evaluations, the majority of my time was spent providing assistance to utilities with problems or questions dealing with radiation protection and industrial safety.

August 1984 to April 1989

Consumers Power Company
Senior Staff Health Physicist

Upon Midland Plant closing returned to Big Rock Point Health Physics staff as Emergency Planning Coordinator and Radwaste Shipping Specialist. After two years, responsibility area was changed to the position of ALARA Coordinator including outage planning activities as they related to chemistry and health physics. Supervised Management and Technical employees assigned to my area. Lead for writing and the review process for all department procedure changes. In addition, I was the department training coordinator responsible for all continuing training and INPO accreditation of our on-the-job training program for chemistry and radiation protection technicians.

June 1983 to August 1984

Consumers Power Company
Midland Nuclear Plant
QC Inspector

Provided support in establishing a quality assurance program for inspecting Chemistry and Radiation Protection Department activities. Wrote, reviewed and authorized procedures. I qualified as a Receipt Inspector, Mechanical and VT-2 level 2 examiner, while working in Plant QA.

July 1981 to June 1983

Big Rock Point Nuclear Plant
Radiation Protection and Chemistry Supervisor

As the supervisor, I had responsibility for 14 Chemistry/Radiation Protection technicians and one Dosimetry Specialist. Responsibility areas included: routine health physics work, plant chemistry, radwaste shipping, emergency planning, environmental monitoring, respiratory protection and whole body counting program, ALARA program and chemistry/radiation training program. Project Lead for complete revision of all department procedures.

November 1975 to July 1981

Consumers Power Company
Palisades, Midland, Big Rock Plant
Chemistry and RP Technician

Responsibilities including performing all aspects of health physics work during normal plant operations and outage conditions, which included being shift foreman for refueling outages. Performed pre-start up system chemistry and environmental monitoring. Established health physics calibration facility for initial instrument checks. This included full cross training and experience in both radiation protection and chemistry, due to combined laboratory.

EDUCATION BACKGROUND

Delta Community College and Lake Michigan Community College (1974 - 1980)
Major courses of study: Business and physical science.

T L Handy High School, Bay City, Michigan, Graduated 1974

TRAINING AND WORKSHOPS

1981- 2015 over 2000 hours of specialized supervisory training taught or sponsored by Consumers Power Company and Detroit Edison, including Radiation Protection Manager Class at University of Michigan, Georgia Tech, and Harvard Business School of Public Health.

SPECIAL SKILLS

Human Performance Practitioner-University of Idaho

Certified ANSI N45.2.23 Lead Auditor 1990, 1999, 2008, 2012

Certified Lead Evaluator for INPO Evaluations 1989

Certified Instructor 2001

Certified QC Receipt Inspector, VT-2 and Mechanical level 2 1983

SRO certification (PWR), Midland Plant 1979

Thirty years of direct supervisory experience including second line supervision of other management employees. Fifteen (15) years of Quality Assurance/Quality Control oversight in the Nuclear Industry including qualification as Lead Auditor. Proven leadership skills for numerous special projects such as outage coordination, procedure upgrades, extended power uprate, Dry Cask storage and Training Probation recovery.

Resume

Gerard P. van Noordennen

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Home Phone: 860-673-7160

E-mail: gpyannoordennen@energysolutions.com

Professional Experience:

February 2014 – Present, Zion Solutions, Zion Units 1 and 2

■ Vice President Regulatory Affairs

Responsible for the following department functions for the company:

- Nuclear Licensing
- Environmental Licensing
- Independent Safety Reviews
- Emergency Planning
- Regulatory Compliance

Chairman of Station Review Committee

June 2010 – February 2014, Zion Solutions, Zion Units 1 and 2

■ Regulatory Affairs Consultant for Zion Units 1 and 2 Decommissioning

- Developed and drafted the Decommissioning Licensing Plan
- Developed the Decommissioning Physical Security Plan and Exemptions
- Provide regulatory guidance and compliance positions to Executive Management
- Provide guidance for developing the License Termination Plan
- Developed and drafted the 72.212 Report and Security Plan for the ISFSI
- Developed the post fuel transfer license amendment request
- Alternate Member of the Station Review Committee
- Subject Matter Expert for 72.48/ 50.59

November 2013 – February 2014, Entergy/ Vermont Yankee

■ Licensing Consultant for Decommissioning Activities

- Drafted Defueled License Amendment and Technical Specification Request
- Provided comments on Defueled Emergency Plan and Exemptions
- Provided comments on revised Fuel Handling Accident

April 2013 – February 2014, Dairyland Power Company/ LaCrosse BWR

■ Licensing Consultant for Decommissioning Activities

- Drafted Post-Fuel Transfer Emergency Plan
- Drafted correspondence to NRC for various submittals

April 2012 – March 2013, Exelon/CENG Nine Mile Point Units 1 and 2

■ Licensing Consultant for Fukushima Project Modifications

- Drafted Spent Fuel Pool Instrumentation Integrated Plan
- Drafted correspondence to NRC for various submittals
- Drafted Exemption to GDC 56 for Nine Mile Point Unit 2
- Drafted and obtained approval for various LERs
- Drafted correspondence to NRC for the transfer of spent fuel to the ISFSI
- Provided licensing guidance to the project

February 2009 – February 2012

- Licensing Compliance Engineer for the Eagle Rock Enrichment Facility
 - Revised License Application to double facility capacity
 - Drafted the Licensing and Engineering procedures to maintain configuration management, design control and license basis documents
 - Developed and drafted the Limited Work Authorization for construction

January 2007 – January 2009 UniStar Nuclear Energy

- Principal Drafter for the Combined Operating License Applications (COLA) for Calvert Cliffs Unit 3 and Bell Bend (Susquehanna Unit 3)
- Licensing Lead for Bell Bend COLA Preparation
- Lead Project Manager for Environmental Permits and Regulatory Reviews for Calvert Cliffs 3 and Nine Mile Point 3

April 2007 – April 2012, Connecticut Yankee Atomic Power Company and Yankee Atomic Electric Company

- Regulatory Affairs Consultant for ISFSI Operations, design basis reconstitution, environmental site closure and groundwater monitoring

**1996 – April 2007 Connecticut Yankee Atomic Power Company, Haddam, CT
Yankee Atomic Electric Company, Rowe, MA**

Director of Nuclear Safety and Regulatory Affairs

- Responsible for the following department functions for the company:
 - Nuclear Licensing
 - Environmental Licensing
 - Quality Assurance
 - Independent Safety Reviews
 - Security
 - Training
 - Emergency Planning
 - ISFSI Operations
 - Regulatory Compliance

Chairman of the Engineering and Licensing Committee for NAC Dry Cask Storage Users

Member of the NEI Dry Cask Storage Working Group

Member of the NEI Decommissioning Working Group

Member of the ANS Committee for Decontamination, Decommissioning and Site Reutilization

Regulatory Affairs Manager – Connecticut Yankee

- Manage the regulatory activities for the company for all negotiations, communications and inspections with Federal, State and Local agencies. The point of contact for the regulatory agencies and am authorized to negotiate agreements, commitments for future activities and provide official company positions with respect to technical information and compliance with regulations. Responsible for all permits and approvals needed to support decommissioning activities.
- Other Responsibilities Include:
 - Alternate Chairman of the Plant Safety Review Committee
 - Director of Site Emergency Operations
 - Member of the Yankee Atomic Offsite Review Board

1985 – 1996 Northeast Utilities, Berlin and Waterford, CT/ Millstone Units 1,2 and 3, Connecticut Yankee

Licensing Supervisor

• Supervised the licensing activities for the Millstone 3 and Connecticut Yankee nuclear reactors. Established on-site licensing support groups for the nuclear reactors in CT. Some of the major activities performed during this period were:

- Power Uprate for Connecticut Yankee: increased power by 5% by replacing LP turbine and revising safety analysis for MSLB
 - Startup licensing for Millstone 3: Successfully completed startup testing and resolved any technical specification and licensing basis issues for full power operation
 - Ten Refueling and Maintenance Outages: Successfully supported the Millstone 3 and Connecticut Yankee licensing activities for 5 fuel cycles and refueling outages
 - Millstone 3 Design Basis Reconstitution: Supervised a group of engineers and technicians to reconstitute the design and licensing basis for the plant
 - Analog-to-Digital Upgrade for Millstone 2 and Connecticut Yankee: Replaced aging analog equipment with Foxboro digital systems for the reactor protection and engineered safeguards systems. Developed methodology with NEI for performing 50.59s for these upgrades
- Millstone 3 PORC Member
 - Member of the NEI Working Group on Analog-to-Digital Upgrades
 - NRC Consultant to National Academy of Science on Analog-to-Digital Upgrades for Nuclear Reactor Protection Systems

1982 – 1985 Southern California Edison, Rosemead, CA, San Onofre Units 1,2 and 3

Senior Engineer

• Senior Engineer responsible for various licensing activities for the San Onofre Nuclear Generation Station. Startup licensing engineer for San Onofre Unit 3.

1974 - 1982 Commonwealth Edison , Chicago, IL, Dresden, Quad Cities, Zion and La Salle

Public Affairs Specialist, Responsible for interacting with news media and local government officials to provide information and company positions dealing with the nuclear plant operations and construction.

Reactor and Startup Engineer, Core Reload Engineer for Dresden and Quad Cities. Responsible for startup physics, core follow, integrated leak rate testing, process computer programs. Expert witness for State Public Utility Hearings on theft of electrical service.

Membership

Member of American Nuclear Society

Member – ANS Executive Committee for Decommissioning and Environmental Science

Education

John Marshall Law School, Chicago, Illinois	J. D., Law
Northwestern University, Evanston, Illinois	M. S., Nuclear Engineering
University of Michigan, Ann Arbor, Michigan	B. S., Nuclear Engineering

References

Wayne Norton, President and CEO, Connecticut Yankee Atomic Power Co.
Greg Gibson, Vice President, Regulatory Affairs, UniStar
John Sauger, Executive Vice President, EnergySolutions

David Villicana PMP, RRPT
763-350-4344
1991 Calla Dr.
Joliet, IL 60435
Email: Villicana@icloud.com

CAREER SUMMARY

Over twenty-five years' experience working as a Radiation Protection Professional; current position: Radiation Protection Manager, NRRPT registered, certified as a Project Manager Professional through the Project Management Institute, Bachelors of Applied Science. Past assignments include: Radiation Protection Supervisor over Dry Fuel Storage and Containment, ALARA Project Manager, ALARA Supervisor, General Supervisor over ALARA and RP Operations, INPO Certified RP Instructor, Radiological Engineer, RP Instrument Supervisor and RP Technician. Overall strengths are Change Agent, Analyst, Planner and Implementation with a strong desire to lead others. Statements that others have made about me are, "I never say it can't be done", "I give structure to ambiguity", and "I don't take no for an answer." Experience: has been working in BWR, PWR, PWRH (CANDU) Plants and Decommissioning systems.

WORK HISTORY

La Crosse BWR (LABWR)

March 2015 to Current

Radiation Protection Manager

- Revitalize the Radiation protection program at LACBWR
- Prepare and transition from a SAFESTOR site to a D&D site

Zion Solutions Restoration Project

June 2013 to March 2015

Radiation Protection Operations Supervisor Dry Fuel Storage

- Prepare RP for Dry Fuel Storage Campaign
- Supervise Radiation Protection Technicians
- Lead RP to Interface with Dry Fuel Storage Project
- Oversee and manage RP shift operations for DFS
- Supervised RP in GTCC Campaign
- U-1 Containment RP Supervisor

Bruce Power – Bruce Power Canada

June 2012 to June 2013

ALARA Manager/Project Manager – Bartlett Nuclear Inc. Consultant

- Review and revise ALARA planning against industry best practices
- Support ALARA and RP initiatives at Bruce Power
- Develop ALARA strategies for the projects group to initiate in station projects
- Lead Root Cause Investigator for Radiation Protection

Palisades Nuclear Plant – Entergy

May 2008 to June 2012

ALARA Manager, Radiological Engineer Outages/ALARA Outage Supervisor

- Responsibilities include: ALARA Outage planning and managing collective radiation exposure (CRE) HIT teams.
- Managed projects that had significant ALARA impacts.
- Developed strategies and optimizing RP responses to mitigate CRE for outages and special projects.
- Supervised the ALARA program and personnel
- Revamped the ALARA process and programs to follow a project management methodology

- Rebuilding the ALARA program at the station. Rebuilt the program and ALARA established into the work management process.
- Responsible for all outage planning.
- Member of the emergency planning organization.
- Developed and instituted the Micro ALARA Plan that reviewed all work greater than 25 mrem. This process was accepted into the Work Management process at Palisades.

Point Beach NP – FPL

Radiations Protection General Supervisor

January 2007 to May 2008

- Oversaw RP supervisors and RPTs – Improved the professional standard of existing supervisors. Lead change and increased technical rigor through upgrade of processes and procedures changes. Utilizing RPTs in Outage HIT teams. Overall increase in technical rigor of the RP department.
- Curriculum Review Committee Chairperson for RPT Training program – on arrival at the station, RP line ownership of training was in question. Over the period of a year, line ownership of training was turned around and no longer proved to be a concern for the site. Consequently the site ATV in February 2008 identified no issues in the RP training program.
- Overall achievement was setting processes in place in the RP organization that dealt with HRA/LHRA violations, which allowed RP to get an INPO 1 in June of 2009. This was communicated a year after I had left Point Beach, because of my contribution of setting practices in place.

Nuclear Management Company, Monticello NGP

Senior Technical Instructor

August 2005 to December 2006

- Responsible for the Radiation Protection Technician Training Program
- Lead in the Fleet RP Training Standardization
- Mentors the CRC Chair in Conducting CRCs and Root Cause Evaluations
- Proven improvement in training for RPTs
- Participates in a Focused Self-Assessment
- Promoted to General Supervisor at Point Beach.

Westinghouse, Prairie Island

ALARA Coordinator / Radiological Engineer Steam Generators

May 2005

- Oversaw Steam Generator work, to include exposure and contamination control.
- Briefed and ensured workers were in compliance with plant procedures.
- Provided dose reports, attended Station ALARA Committee meetings and represented Westinghouse in Radiological concerns.

AmerenUE Callaway, Fulton MO

RadChem Training Supervisor

January 2004 to March 2005

- Developed project plans to manage the program owner's training program.
- Responsible for identifying training needs, performing need analysis, developing training material, scheduling training and instructing in the classroom. Solicited the program owner on performance deficiencies to be corrected using training.
- Facilitated job analysis, which lead to creating new task analysis that supported updating subsequent qualifications and lesson plan material.

Aerotek, Fulton MO

Contract Consultant

- Developed project plan to analyze the clients training program to satisfy the client's requirements.
- Performed analysis on client curriculum and recommended changes to meet the client's needs.
- Analyzed, developed and implemented course curriculum and qualifications for contract work force in support of outage related work.
- Performed all analysis using a systematic approach to training.

Venture - Newberg/Perini Stone and Webster, Morris IL

ALARA Coordinator / Radiological Engineer

September 2003 to October 2003

- Monitored schedule for jobs having radiological impact to work schedule.
- A monitored job in plant and ensured dose exposure was minimized. Worked as an interface between

- Exelon and Venture to maintain consistency in work practices. Worked with schedulers and work planning to ensure work was not impacted radiologically or that solutions were present to mitigate issues and keep work on schedule.
- Briefed workers on a daily basis on plant and job conditions.
- Maintained Exposure reports and reported to the site manager daily.

**Bartlett Nuclear Inc. Cordova IL
Radiological Engineer**

January 2003 to February 2003

- Developed a working process to identify stellite containing components at Exelon Nuclear
- Worked with multiple departments to gather and analyze information on over 2,890 identified valves in the plant system
- Developed a white paper identifying stellite components within the plant system with recommendations to mitigate satellite components installation.

**Exelon, Business Services Company (IT), Chicago, Illinois
Software Quality Assurance**

December 2000 to December 2002

- Managed the project management aspects of the Software Quality Assurance group
- Monitored, identified and corrected weaknesses in the Software Development Life Cycle
- Developed and maintained deliverable matrixes for each software phase

Training Implementation Coordinator (IT)

- Coordinated Training of the INDUS Passport project.
- Developed training material using a systematic approach to training methodology
- Planned, coordinated, implemented, and monitored training
- Developed evaluations using constructive feedback to improve processes
- Milestones required that 80% of trainee population to be trained on or before the new systems were turned on, in every milestones 80% and greater had been trained
- Managed instructors, training coordinators, classrooms, and ten plus curriculumms to train 2,100 personnel

Exelon Nuclear, Morris Illinois

Senior Radiation Specialist / Radiological Engineer

June 2000 to November 2000

- Planned, implemented and monitored plant and department work activities
- Developed ALARA plans
- Analyzed the type of radiation protection support that work required to support plant activities
- Determined exposure rate estimates and developed plans to minimize exposure
- Worked closely with departments to assist them in meeting exposure goals
- Maintained and supervised the station's remote technology and robotics program

First Line Supervisor

January 2000 to June 2000

- Supervised day-to-day activities for RPTs in the field
- Developed weekly work schedules for the RPTs
- Coached RPTs on performance and behavioral issues

Commonwealth Edison, Morris Illinois

Training Specialist / Instructional Technologist

January 1997 to January 2000

- Developed and maintained training program in accordance with a systematic approach to training methodology
- Performed needs analysis, job analysis, and task analysis
- Developed objective based training / performance based training
- Performed on the job training
- Instructed in the classroom
- Qualified department personnel as subject matter experts to instruct in the class room
- Developed test and performance test
- Worked with department managers to determine needed training based on performance issues

Radiation Protection Instrument Coordinator

January 1996 to January 1997

David Villicana

- Managed day-to-day activities of RPTs who calibrated and issued instruments
- Developed and revised procedures on the use and calibration of instruments, coordinated repairs and calibration of instruments with radiation protection technicians and instrument maintenance technicians
- Developed yearly budget for the purchase and upgrade of instruments, Evaluated new instruments for purchase, Upgraded the instrument program, which led to a drop in instrument repairs backlog of 40% to 10%

Robotics and Remote Technology/ALARA Engineer

October 1994 to May 1996

- Developed and maintained a Robotics and Remote Technology program for the station
- Planned, implemented and monitored work that required radiation protection oversight
- Provided ALARA planning and job briefings to radiation protection technicians and plant workers

Radiation Protection Technician

May 1984 to October 1994

EDUCATION

Siena Heights University

- Bachelor of Applied Science, Computer Information System

Certifications and Training

- Certified as a Project Management Professional (PMP)
- Registered as a Registered Radiation Protection Technician with the National Registry of Radiation Protection Technicians
- Project Management
- Root Cause Analysis Training
- Applied Health Physics Training
- Radioactive Material Shipping
- Software Quality Assurance
- First Line Supervisor Training
- Calibration of Portable Nuclear Instrumentation Class
- Radioactive Material Air Sampling in the Work Place
- Instructional Design / Needs Analysis

MILITARY

United States Marine Corps

September 1976 to June 1980

- Attained the rank of Sergeant

United States Air Force Reserve

June 1980 to March 1981

- Attained the rank of Staff Sergeant

ENCLOSURE 5

SCHEDULE & FINANCIAL INFORMATION

FOR

DECOMMISSIONING

SCHEDULE OF PLANNED DECOMMISSIONING ACTIVITIES

SAFSTOR has been utilized to date as the decommissioning approach since the permanent shutdown and defueling of LACBWR, with preparations for decontamination and dismantlement deferred until the license expiration date for the LACBWR facility. The new plan is to shift to the decommissioning method, accelerate the decommissioning schedule, and begin decommissioning after the approval of the transfer of the Licenses to LaCrosseSolutions, which is assumed to occur by the end of April 2016.

The revised schedule reflects that the Reactor was removed and shipped in 2007, and the spent fuel has been previously transferred to the on-site ISFSI facility at the LACBWR Site, where the fuel will remain safely stored until transferred to the DOE for permanent disposal or shipped to another facility, if such an option is pursued. The decontamination and dismantlement of the ISFSI and associated systems will occur once the spent fuel is transferred offsite.

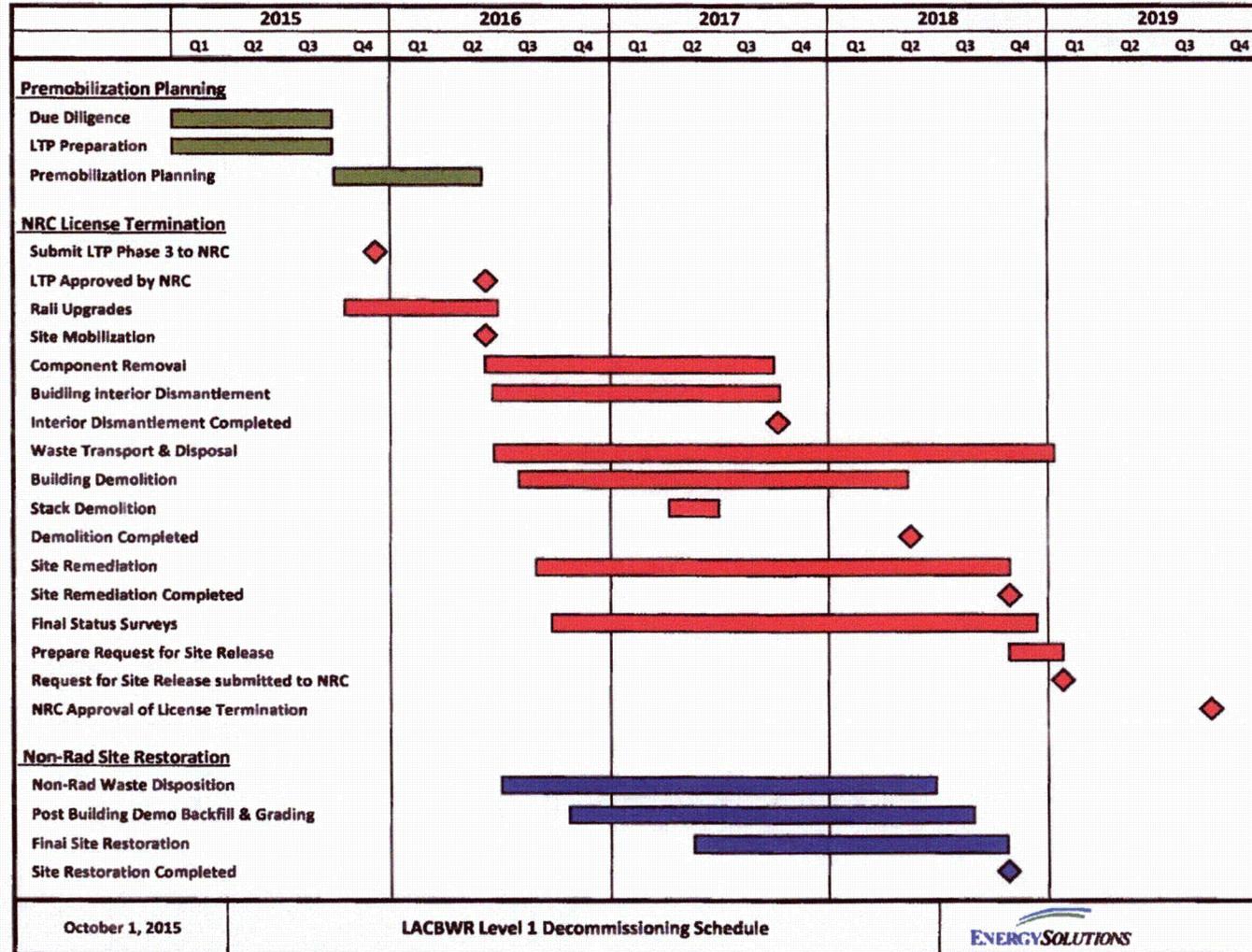
Major milestones established for decommissioning LACBWR are listed in the table below. These milestones assume approval of the contractual transactions between Dairyland, EnergySolutions and LaCrosseSolutions in October 2015, and approval of the transfer of the Licenses by the end of April 2016.

License Termination Plan Submitted to NRC	4th Qtr. 2015
Interior Dismantlement Completed	4th Qtr. 2017
Building and Stack Demolition Completed	2 nd Qtr. 2018
Site Remediation Completed	4th Qtr. 2018
Final Site Surveys Completed	4 th Qtr. 2018
Request for Site Release Submitted to NRC	End of 2018

Figure 6-1, "LACBWR Decommissioning Schedule," presents the schedule and milestones in a timeline. The schedule begins with the date that the various contractual agreements are signed between EnergySolutions, LaCrosseSolutions and Dairyland, and ends with the NRC approval of the license amendment that releases the site for unrestricted release except the existing ISFSI.

The capability to suspend decontamination and dismantlement activities and maintain LACBWR in a safe storage condition with appropriate funding will be maintained if an unexpected event requires the temporary slowdown or suspension of decommissioning activities. Should the need arise to suspend operations or make other significant schedule changes from activities presented in Figure 6-1 below, LaCrosseSolutions will notify the NRC in writing per 10 CFR 50.82(a)(7). In addition, LaCrosseSolutions will identify more detailed dismantlement activities with the submittal of the license termination plan per 10 CFR 50.82(a)(9)(ii)(F) (Ref 7-1) and Regulatory Guide 1.179 (Ref 7-2). Other minor schedule changes that occur during the life of the project will not necessitate that a revised schedule be submitted.

**FIGURE 6-1
LACBWR Decommissioning Schedule**



ESTIMATE OF EXPECTED DECOMMISSIONING COSTS

Dairyland's SAFSTOR decommissioning plan (DP), including estimated costs, was approved by the NRC on August 7, 1991. The DP is considered the post-shutdown decommissioning activities report (PSDAR). An updated cost study was completed in November 2010 and was included as part of a revised Decommissioning Plan and PSDAR, submitted by Dairyland to the NRC in November 2012. As part of this cost update, ISFSI decommissioning costs were identified uniquely as a specific item.

An updated cost study completed in March 2013 and was included as part a revised Decommissioning Plan and PSDAR submitted by Dairyland to the NRC in March 2014. As part of this cost update some contaminated structures previously assumed to be decontaminated and left intact were evaluated for demolition and disposal. These estimates included consideration of regulatory requirements, contingency for unknown or uncertain conditions, and the availability of low and high-level radioactive waste disposal sites. The methodology utilized to develop the cost estimate followed the basic approach presented in "Guidelines for Producing Commercial Nuclear Power Plant Decommissioning Cost Estimates," which involved a unit cost factor approach for estimating the decommissioning activity costs. It also included use of site specific information when available (e.g., hourly labor rates, and commodities).

The updated estimate completed in March 2013 has been utilized to obtain site-specific commodity quantities, and then *EnergySolutions* applied its weights and currently estimated unit cost factors, which take into consideration the methods and schedule discussed in the sections above, to arrive at an updated estimated cost to decommission the LACBWR. *EnergySolutions* also utilized the latest available industry experience, (e.g., information from the Zion Nuclear Station Decommissioning Project, and 25 years of experience in planning and engineering for other facilities).

The estimate does not include the transfer of spent fuel, which has been previously transferred to an ISFSI facility which has been constructed at the LACBWR Site, the security costs for the ISFSI facility, or the removal of certain large components and decommissioning work previously completed.

The total estimated cost to complete the decommissioning of LACBWR is approximately \$84.9 Million in 2015 dollars.

Figure 6-2 below shows the overall estimated cost summarized by Radiological Decommissioning, Site Restoration and Contingency.

Figure 6-3 below shows the overall estimated cost itemized by Major Project Activity for Radiological Decommissioning and Site Restoration.

Figure 6-4 below shows the overall estimated cost summarized by Annual Cost from 2015 through 2019.

FIGURE 6-2
LACBWR Decommissioning Cost Estimate Summary

Estimated Cost for Radiological Decommissioning and Site Restoration			
	Radiological Decommissioning	Site Restoration	Total Project
Performance Baseline	\$75.4 Million	\$2.6 Million	\$78.0 Million
Contingency	\$6.6 Million	\$0.3 Million	\$6.9 Million
Total	\$82.0 Million	\$2.9 Million	\$84.9 Million

Columns may not add due to rounding

FIGURE 6-3
LACBWR Decommissioning Cost Estimate by Major Activity

Estimated Radiological Decommissioning Cost by Major Project Activity	
PROJECT DEVELOPMENT & LTP PREP	\$1.7 Million
PREMOBILIZATION PLANNING & RAIL UPGRADES	\$3.8 Million
D&D MOBILIZATION & MANAGEMENT	\$1.3 Million
DISMANTLEMENT & DEMOLITION	\$26.5 Million
RAD WASTE TRANSPORTATION & DISPOSAL	\$30.0 Million
FINAL SITE SURVEYS	\$1.1 Million
PROGRAM MANAGEMENT	\$11.1 Million
TOTAL	\$75.4 Million

Estimated Site Restoration Cost by Major Project Activity	
PROJECT DEVELOPMENT	\$0.2 Million
PREMOBILIZATION PLANNING	\$0.1 Million
D&D MOBILIZATION & MANAGEMENT	\$0.2 Million
WASTE TRANSPORTATION & DISPOSAL	\$0.4 Million
SITE RESTORATION	\$0.8 Million
PROGRAM MANAGEMENT	\$0.8 Million
TOTAL	\$2.6 Million

Columns may not add due to rounding

FIGURE 6-4
LACBWR Summary of Annualized Costs

LACBWR Summary of Annualized Costs (cost in millions)						
	2015	2016	2017	2018	2019	Total
Radiological Decommissioning	\$2.6	\$23.1	\$28.0	\$21.1	\$0.6	\$75.4
Site Restoration	\$0.1	\$0.8	\$0.5	\$1.2	\$0.0	\$2.6
Performance Baseline	\$2.7	\$23.9	\$28.5	\$22.2	\$0.6	\$78.0
Contingency	\$0.4	\$2.1	\$2.6	\$1.8	\$0.1	\$6.9
Total Project	\$3.1	\$26.0	\$31.1	\$24.0	\$0.7	\$84.9

**APPLICATION FOR ORDER APPROVING LICENSE TRANSFER
AND CONFORMING LICENSE AMENDMENT**

ATTACHMENT 2

POSSESSION LICENSE ONLY LICENSE (CHANGES)

La Crosse Boiling Water Reactor

**NRC POSSESSION ONLY LICENSE NO. DPR-45
DOCKET NOS. 50-409 AND 72-046**

Facility Operating License Changes

A. La Crosse Boiling Water Reactor

License Section	Action Description
Heading	Add LaCrosseSolutions, LLC
Section 1.A	Change "Dairyland Power Cooperative (the licensee)" to "Dairyland Power Cooperative ("the owner)" Add at the end "and the NRC subsequently approved the transfer of licensed responsibility for the La Crosse Boiling Water Reactor (herein "the facility" or "LACBWR") to LaCrosseSolutions, LLC ("Solutions")"
Section 1.A footnote	Add footnote to read "Solutions is authorized to act for Dairyland Power Cooperative and has exclusive responsibility and control over the physical possession, maintenance, and decommissioning of the facility."
Section 1.E.	Change "The licensee" to "Solutions"
Section 1.F	Change "the licensee" to "owner"
Section 2, heading	Add "Solutions and" before "Dairyland Power Cooperative"
Section 2, A	Add, after "(herein 'the facility' or 'LACBWR')", "which is possessed, maintained, and decommissioned by Solutions and"
Section 2.B	Delete "the Dairyland Power Cooperative"
Section 2. B (1)	Change "Pursuant to" to "Solutions, pursuant to" and change "possess and maintain" to "possess, maintain and decommission"
Section 2.B.(2)	Add a new subsection "Dairyland Power Cooperative pursuant to Section 104b of the Act and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities," to possess the facility at the designated location in accordance with the procedures and limitations set forth in this license"
Section 2. B (3)	Re-number subsection 2.B(2) as subsection 2.B(3) and change "Pursuant to" to "Solutions, pursuant to" and change "possess and maintain" to "possess, maintain and decommission"
Section 2. B (3)	Re-number subsection 2.B(3) as subsection 2.B(4) and change "Pursuant to" to "Solutions, pursuant to" and change "possess and maintain" to "possess, maintain and decommission"
Section 2. B (4)	Re-number subsection 2.B(4) as subsection 2.B(5) and change "Pursuant to" to "Solutions, pursuant to" and change "possess and maintain" to "possess, maintain and decommission"
Section 2. B (5)	Re-number subsection 2.B(5) as subsection 2.B(6) and change "Pursuant to" to "Solutions, pursuant to" and change "possess and maintain" to "possess, maintain and decommission"

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

LACROSSESOLUTIONS, LLC
DAIRYLAND POWER COOPERATIVE
DOCKET NO. 50-409
LA CROSSE BOILING WATER REACTOR
POSSESSION ONLY LICENSE

Amendment No. ~~[69-]~~**74**
License No. DPR-45

1. The Nuclear Regulatory Commission (the Commission or the NRC) has found that:
- A. The application for amendment filed by the Dairyland Power Cooperative (the ~~[Licensee]~~**owner**) dated April 10, 1996 complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter I, and the NRC subsequently approved the transfer of licensed responsibility for the La Crosse Boiling Water Reactor (herein "the facility" or "LACBWR") to LaCrosseSolutions, LLC (Solutions)¹;
 - B. Construction of the La Crosse Boiling Water Reactor has been substantially completed in conformity with Construction Authorization No. CAPR-5, the application, the provisions of the Act and the rules and regulations of the Commission;
 - C. The facility will be maintained in conformity with the application, the provisions of the Act, and the rules and regulations of the Commission;
 - D. There is reasonable assurance: (i) that the activities authorized by this possession only license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
 - E. ~~[The licensee]~~**Solutions** is technically and financially qualified to engage in the activities authorized by this possession only license in accordance with the rules and regulations of the Commission;
 - F. The ~~[licensee]~~**owner** has satisfied the applicable provisions of 10 CFR Part 140 - "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
 - G. The issuance of this amendment will not be inimical to the common defense and security or to the health and safety of the public and does not involve a significant hazards consideration;

¹ Solutions is authorized to act for Dairyland Power Cooperative and has exclusive responsibility and control over the physical possession, maintenance and decommissioning of the facility.

H. The receipt, possession, and use of byproduct, source and special nuclear materials as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40 and 70, including 10 CFR Sections 30.33, 40.32, 70.23 and 70.31; and

I. The issuance of this amendment is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied.

2. Possession Only License (POL) No. DPR-45, issued to Solutions and Dairyland Power Cooperative is hereby amended to read as follows:

A. This license applies to the La Crosse Boiling Water Reactor (herein "the facility" or "LACBWR") which is possessed, maintained and decommissioned by Solutions and which is owned by the Dairyland Power Cooperative (DPC) and was formerly owned by the Commission and operated by DPC under the provisions of a Commission contract and Provisional Operating Authorization No. DPRA-6 issued on October 31, 1969 (Docket No. 115-5). The facility is located in Vernon County, Wisconsin on the east bank of the Mississippi River, approximately one mile south of Genoa, Wisconsin and is described in the Safeguards Report for Operating Authorization (hereinafter Safety Analysis Report) filed by the Allis-Chalmers Manufacturing Company, and subsequently converted to Provisional Operating License No. DPR-45 (Docket No. 50-409). By Amendment No. 63, dated August 18, 1988, the license was changed to Possession Only License No. DPR 45.

B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses~~[the Dairyland Power Cooperative]~~:

(1) Solutions pursuant to Section 104b of the Act and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities", to possess, maintain and decommission the facility at the designated location in accordance with the procedures and limitations set forth in this license;

(2) Dairyland Power Cooperative ~~p~~^[P]ursuant to Section 104b of the Act and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities", to possess ~~[and maintain]~~ the facility at the designated location in accordance with the procedures and limitations set forth in this license;

(3) ~~[Pursuant]~~ Solutions pursuant to the Act and 10 CFR Part 70, to possess at any time special nuclear material used as reactor fuel, in accordance with the limitations for storage, as described in Section 2.2 FUEL STORAGE of Appendix A to this license;

(4) ~~[Pursuant]~~ Solutions pursuant to the Act and 10 CFR Parts 30, 40 and 70 to receive, possess, and use at any time any byproduct, source, and special nuclear material as sealed neutron or gamma sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;

(5) ~~[Pursuant]~~ Solutions pursuant to the Act and 10 CFR Parts 30, 40 and 70 to receive, possess, and use in amounts as required any byproduct, source, or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and

(6) ~~[Pursuant]~~ **Solutions pursuant** to the Act and 10 CFR Parts 30 and 70, to possess, but not separate, such byproduct and special nuclear materials as were produced by the prior operation of the facility.

C. This license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter I; Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Sections 50.54 and 50.59 of Part 50, and Section 70.32 of Part 70 ; and is subject to all applicable provisions of the Act and to the rules, regulations and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) **Maximum Power Level**

The licensee is not authorized to operate the reactor. Fuel may not be placed in the reactor vessel.

(2) **Technical Specifications**

The Technical Specifications contained in Appendix A, as revised through Amendment No. 72, are hereby incorporated in the license. The licensee shall possess and maintain the facility in accordance with the Technical Specifications.

(3) **Physical Protection**

The licensee shall fully implement and maintain in effect all provisions of the Commission-approved physical security, guard training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revision to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The plan, which contains Safeguards Information protected under 10 CFR 73.21, is entitled, "Physical Security Plan for La Crosse Boiling Water Reactor (LACBWR)," as revised and reflecting exemptions from 10 CFR 73.55 granted June 20, 2012).

(4) **Fire Protection**

The licensee shall implement and maintain in effect all provisions of the facility Fire Protection Program as described therein and as approved by the NRC.

The licensee may make changes to the approved Fire Protection Program without prior NRC approval if these changes do not decrease the effectiveness of fire protection for facilities, systems, and equipment which could result in a radiological hazard, taking into account the decommissioning plant conditions and activities.

[Amendment No. 72]

- D.** This Possession only license supersedes and terminates in their entirety changes to the license issued in License Amendments: No. 17, July 27, 1979; No. 56, August 4, 1987; No. 61, May 18, 1988; No. 63, August 18, 1988; No. 66, August 7, 1991; and No. 69, April 11, 1997.
- E.** This amended license is effective 30 days from the date of issuance and shall expire at midnight, March 29, 2031.

FOR THE NUCLEAR REGULATORY COMMISSION

Seymour H. Weiss, Director
Non-Power Reactors and Decommissioning Project
Directorate
Division of Reactor Project Management Office of
Nuclear Reactor Regulation

Attachment:
Appendix A - Technical Specifications

Date of Issuance: April 11, 1997

**APPLICATION FOR ORDER APPROVING LICENSE TRANSFER
AND CONFORMING LICENSE AMENDMENT**

ATTACHMENT 3

POSSESSION ONLY LICENSE (CLEAN PAGES)

La Crosse Boiling Water Reactor

**NRC POSSESSION ONLY LICENSE NO. DPR-45
DOCKET NOS. 50-409 AND 72-046**

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

LACROSSESOLUTIONS, LLC
DAIRYLAND POWER COOPERATIVE
DOCKET NO. 50-409
LA CROSSE BOILING WATER REACTOR
POSSESSION ONLY LICENSE

Amendment No. 74
License No. DPR-45

3. The Nuclear Regulatory Commission (the Commission or the NRC) has found that:
- A. The application for amendment filed by the Dairyland Power Cooperative (the owner) dated April 10, 1996 complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter I, and the NRC subsequently approved the transfer of licensed responsibility for the La Crosse Boiling Water Reactor (herein "the facility" or "LACBWR") to LaCrosseSolutions, LLC (Solutions)⁶;
 - B. Construction of the La Crosse Boiling Water Reactor has been substantially completed in conformity with Construction Authorization No. CAPR-5, the application, the provisions of the Act and the rules and regulations of the Commission;
 - C. The facility will be maintained in conformity with the application, the provisions of the Act, and the rules and regulations of the Commission;
 - D. There is reasonable assurance: (i) that the activities authorized by this possession only license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
 - E. Solutions is technically and financially qualified to engage in the activities authorized by this possession only license in accordance with the rules and regulations of the Commission;
 - F. The owner has satisfied the applicable provisions of 10 CFR Part 140 - "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
 - G. The issuance of this amendment will not be inimical to the common defense and security or to the health and safety of the public and does not involve a significant hazards consideration;

⁶ Solutions is authorized to act for Dairyland Power Cooperative and has exclusive responsibility and control over the physical possession, maintenance and decommissioning of the facility.

- H. The receipt, possession and use of byproduct, source and special nuclear materials as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40 and 70, including 10 CFR Sections 30.33, 40.32, 70.23 and 70.31; and
- I. The issuance of this amendment is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied.

4. Possession Only License (POL) No. DPR-45, issued to Solutions and Dairyland Power Cooperative is hereby amended to read as follows:

- A. This license applies to the La Crosse Boiling Water Reactor (herein "the facility" or "LACBWR") which is possessed, maintained and decommissioned by Solutions and which is owned by the Dairyland Power Cooperative (DPC) and was formerly owned by the Commission and operated by DPC under the provisions of a Commission contract and Provisional Operating Authorization No. DPRA-6 issued on October 31, 1969 (Docket No. 115-5). The facility is located in Vernon County, Wisconsin on the east bank of the Mississippi River, approximately one mile south of Genoa, Wisconsin and is described in the Safeguards Report for Operating Authorization (hereinafter Safety Analysis Report) filed by the Allis-Chalmers Manufacturing Company, and subsequently converted to Provisional Operating License No. DPR-45 (Docket No. 50-409). By Amendment No. 63, dated August 18, 1988, the license was changed to Possession Only License No. DPR 45.
- B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
 - (1) Solutions pursuant to Section 104b of the Act and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities", to possess, maintain and decommission the facility at the designated location in accordance with the procedures and limitations set forth in this license;
 - (2) Dairyland Power Cooperative pursuant to Section 104b of the Act and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities", to possess the facility at the designated location in accordance with the procedures and limitations set forth in this license;
 - (3) Solutions pursuant to the Act and 10 CFR Part 70, to possess at any time special nuclear material used as reactor fuel, in accordance with the limitations for storage, as described in Section 2.2 FUEL STORAGE of Appendix A to this license;
 - (4) Solutions pursuant to the Act and 10 CFR Parts 30, 40 and 70 to receive, possess, and use at any time any byproduct, source, and special nuclear material as sealed neutron or gamma sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
 - (5) Solutions pursuant to the Act and 10 CFR Parts 30, 40 and 70 to receive, possess, and use in amounts as required any byproduct, source, or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and

- (6) Solutions pursuant to the Act and 10 CFR Parts 30 and 70, to possess, but not separate, such byproduct and special nuclear materials as were produced by the prior operation of the facility.

C: This license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter I; Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Sections 50.54 and 50.59 of Part 50, and Section 70.32 of Part 70; and is subject to all applicable provisions of the Act and to the rules, regulations and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

The licensee is not authorized to operate the reactor. Fuel may not be placed in the reactor vessel.

(2) Technical Specifications

The Technical Specifications contained in Appendix A, as revised through Amendment No: 72, are hereby incorporated in the license. The licensee shall possess and maintain the facility in accordance with the Technical Specifications.

(3) Physical Protection

The licensee shall fully implement and maintain in effect all provisions of the Commission-approved physical security, guard training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revision to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The plan, which contains Safeguards Information protected under 10 CFR 73.21, is entitled, "Physical Security Plan for La Crosse Boiling Water Reactor (LACBWR)," as revised and reflecting exemptions from 10 CFR 73.55 granted June 20, 2012).

(4) Fire Protection

The licensee shall implement and maintain in effect all provisions of the facility Fire Protection Program as described therein and as approved by the NRC.

The licensee may make changes to the approved Fire Protection Program without prior NRC approval if these changes do not decrease the effectiveness of fire protection for facilities, systems, and equipment which could result in a radiological hazard, taking into account the decommissioning plant conditions and activities.

- D:** This Possession only license supersedes and terminates in their entirety changes to the license issued in License Amendments: No. 17, July 27, 1979; No. 56, August 4, 1987; No. 61, May 18, 1988; No. 63, August 18, 1988; No. 66, August 7, 1991; and No. 69, April 11, 1997.
- E:** This amended license is effective 30 days from the date of issuance and shall expire at midnight, March 29, 2031.

FOR THE NUCLEAR REGULATORY COMMISSION

Seymour H. Weiss, Director
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