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CP-201600936
TXX-16108

Ref: 10 CFR 50.80
10 CFR 50.90
10 CFR 72.50

October 13, 2016

U.S. Nuclear Regulatory Commission
Attention: Document Control Desk
Director, Office of Nuclear Reactor Regulation
Washington, DC 20555-0001

SUBJECT: Comanche Peak Nuclear Power Plant (CPNPP) and Independent Spent Fuel Storage Installation (ISFSI), Docket Nos. 50-445, 50-446, 72-74
Information Regarding NRC Order Approving Transfer of Licenses and Conforming License Amendments (CPNPP Unit 1 Operating License (NPF-87) and CPNPP Unit 2 Operating License (NPF-89)) (CAC NOS. MF7075 and MF7076)

REFERENCES:

1. Luminant Power Letter logged TXX-15146 from Rafael Flores to the NRC dated November 12, 2015, Application for Order Approving Transfer of Licenses and Conforming License Amendments (CPNPP Unit 1 Operating License (NPF-87) and CPNPP Unit 2 Operating License (NPF-89)) (ML15320A093)
2. Comanche Peak Nuclear Power Plant, Unit Nos. 1 And 2 And Independent Spent Fuel Storage Installation - Order Approving Transfer of Licenses And Conforming Amendments (CAC NOS. MF7075 AND MF7076), dated May 6, 2016 (ML16096A255)
3. Comanche Peak Nuclear Power Plant, Unit Nos. 1 and 2 And Independent Spent Fuel Storage Installation - Issuance of Conforming Amendments RE: Transfer of Licenses (CAC NOS. MF8398 AND MF8399), dated October 3, 2016 (ML16266A005)

Dear Sir or Madam:

TEX Operations Company LLC ("TEX OpCo") hereby submits additional information in connection with the transfer of licenses requested in Reference 1 and approved by References 2 and 3.

TEX OpCo adopts and endorses all current licensing actions (e.g., requests for license amendments, exemptions) previously submitted to the NRC under the corporate name of Luminant Generation Company LLC ("Luminant Power") referencing the above subject docket numbers. TEX OpCo retains all responsibilities for managing and operating Comanche Peak Nuclear Power Plant (CPNPP).

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As discussed in letter TXX-16109 (ML16263A292), dated September 16, 2016, certain key officers and senior managers related to CPNPP have been "dual-hatted" as officers and senior managers of both TEX OpCo and Luminant Power. TEX OpCo is an intermediate parent of Luminant Power. TEX OpCo and Luminant Power have entered into a services agreement by which Luminant Power will provide operation services (specifically, the CPNPP personnel) to TEX OpCo until such time the CPNPP operating organization can be transitioned into TEX OpCo in an orderly manner.

At the first meeting of TCEH Corp. (previously identified as "Reorganized TCEH") Board of Directors, the Board adopted resolutions that non-U.S. citizens or foreign appointed U.S. citizens serving as either directors or executive officers of TCEH Corp., the ultimate parent, and intermediate parents of Comanche Peak Power Company LLC (CP PowerCo) (previously identified as "CP LLC") and TEX OpCo (previously identified as "OpCo LLC") shall not seek access to any classified information or to special nuclear material in the custody of the Comanche Peak licensees and shall not participate in or seek to influence operational decisions by the licensees regarding nuclear safety or security matters. Also, at the first meeting a Nuclear Oversight and Advisory Board was formed to assist in the oversight of the safety and quality of nuclear operations.

The intermediate parents of TEX OpCo and CP PowerCo have adopted resolutions that non-U.S. citizens or foreign appointed U.S. citizens serving as either directors or executive officers will not seek access to classified information or special nuclear material.

Enclosures 1 and 2 of TXX-16105 (ML16266A403), dated September 21, 2016, identified "TEX Preferred Corp." as the final name of the immediate parent company of Comanche Peak Power Company LLC. On the date of emergence, October 3, 2016, the final name was changed to "TEX Preferred Inc."

Enclosure 1 submits the executed support agreement to the Director of the Office of Nuclear Reactor Regulation as required by license condition 2.C(9) of the Unit 1 and Unit 2 facility operating licenses. The support agreement between TEX Operations Company LLC and Comanche Peak Power Company LLC was executed on October 3, 2016, upon closing of the transaction and completion of the license transfers.

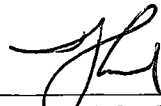
Enclosure 2 of this letter provides an updated status of regulatory commitment 5178508 to reflect the additional information provided by this letter.

Attachment 1 provides the affidavit for Thomas P. McCool regarding the information provided by this letter.

If the NRC requires additional information concerning the enclosed application, please contact Thomas P. McCool, Site Vice President, TEX Operations Company LLC, tel: (254) 897-6042 or e-mail (Thomas.McCool@Luminant.com).

Sincerely,

TEX Operations Company LLC



Thomas P. McCool
Site Vice President

Attachment 1 Affirmation of Thomas P. McCool
Enclosure 1 Executed Support Agreement
Enclosure 2 Updated Regulatory Commitment

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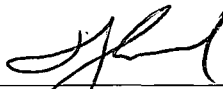
William M. Dean, Director, Office of Nuclear Reactor Regulation
Kriss Kennedy, Region IV
Margaret M. Watford, NRR
Resident Inspectors, Comanche Peak

Mr. Robert Free
Environmental Monitoring & Emergency Response Manager
Texas Department of State Health Services
Mail Code 1986
P. O. Box 149347
Austin TX, 78714-9347

Affirmation

I, Thomas P. McCool, being duly sworn, state that I am the Site Vice President for Comanche Peak Nuclear Power Plant, TEX Operations Company LLC ("TEX OpCo"), that I am authorized to sign and file this additional information in support of its "Application for Order Approving Transfer of Licenses and Conforming License Amendments," with the Nuclear Regulatory Commission on behalf of Luminant Power and its affiliates, and that the statements made and the matters set forth herein pertaining to Luminant Power and its affiliates are true and correct to the best of my knowledge, information, and belief.

TEX Operations Company LLC



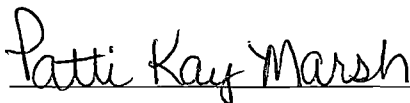
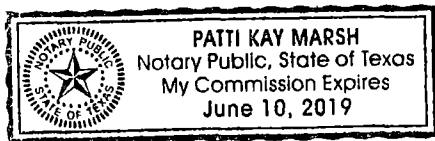
Thomas P. McCool
Site Vice President

STATE OF TEXAS

COUNTY OF Somervell

Subscribed and sworn to before me, a Notary Public, in and for the County and State

above named, this 13th day of October 2016.



My Commission Expires: 6/10/19

**Enclosure 1 to TXX-16108
(4 total pages including this one)**

Executed Support Agreement

Support Agreement

THIS SUPPORT AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 3rd, 2016, between TEX Operations Company LLC a Delaware limited liability company (the "Parent"), and Comanche Peak Power Company LLC, a Delaware limited liability company (the "Subsidiary Owner").

WHEREAS, the Parent is the indirect owner of 100% of the limited liability company interests of the Subsidiary Owner;

WHEREAS, the Subsidiary Owner is the owner of the Comanche Peak Nuclear Power Plant, Units 1 and 2 ("CPNPP") and Independent Spent Fuel Storage Installation (ISFSI) and holder of the licenses to operate CPNPP/ISFSI;

WHEREAS, in connection with the indirect transfer of control, dated as of October 3rd, 2016, of the Subsidiary Owner's licenses to operate CPNPP/ISFSI, the Parent and the Subsidiary Owner desire to take certain actions to enhance and maintain the financial condition of the Subsidiary Owner as hereinafter set forth in order to ensure its ability to pay the costs and expenses relating to the operations and maintenance of CPNPP/ISFSI;

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

1. Subsidiary Payments. At all times while this Agreement is in effect and subject to the limitations set forth in paragraphs 3 and 4, the Parent agrees that it will make, or cause one of its subsidiaries or affiliates to make, to the extent necessary, a Support Payment (as defined in paragraph 2) to the Subsidiary Owner in order to ensure that the Subsidiary Owner has sufficient liquidity in order to pay the costs and expenses relating to the operations and maintenance of CPNPP/ISFSI. Any Support Payments required by this Agreement shall be made not later than the end of the next fiscal quarter.

2. Commitment to Provide Capital. If during the term of this Agreement, the Parent is required to make a Support Payment to the Subsidiary Owner, such payment may be provided by the Parent, or any subsidiary or affiliate of the Parent, at the Parent's option, either as an equity investment or capital contribution or as a loan, in each case in cash or other liquid assets (any of the foregoing, a "Support Payment"). If such payment is advanced to the Subsidiary Owner as a loan, the loan shall be on such terms and conditions, including maturity and rate of interest, as the Parent and the Subsidiary Owner shall agree.

3. Limitation of the Parent's Support Obligations. Each of the Parent and the Subsidiary Owner agree that the Parent shall not be required to make, or cause its subsidiaries or affiliates to make, Support Payments to the Subsidiary Owner in excess of \$300,000,000 in the aggregate.

4. Not a Guaranty. This Agreement, its provisions and any actions pursuant hereto by the Parent shall not constitute or be deemed to constitute a direct or indirect guaranty by the Parent of any indebtedness for borrowed money or other obligation or liability of any kind or character whatsoever of the Subsidiary Owner.

5. Rights of Participants and Creditors. The obligations of the Parent pursuant to this Agreement are to the Subsidiary Owner only and do not run to and are not enforceable directly by any creditor of the Subsidiary Owner or other entity or person, nor shall this Agreement cause the Parent to

be responsible for payment of any obligation of the Subsidiary Owner to any creditor or other entity or person or give rise to any recourse by any creditor or other entity or person to or against the Parent or any of its assets or properties.

6. Waivers. Any failure by any party hereto, at any time or times hereafter, to require strict performance by the other party of any provision of this Agreement shall not waive, affect or diminish any right of any party thereafter to demand strict compliance and performance therewith. None of the agreements contained in this Agreement shall be deemed to have been suspended or waived by any party hereto unless such suspension or waiver is in writing.

7. Amendments. This Agreement may be amended, modified or terminated at any time by the parties hereto only by a written instrument signed by both the Parent and the Subsidiary Owner.

8. Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, provided that the Subsidiary Owner may not assign, transfer or pledge its rights hereunder without the prior written consent of the Parent. This Agreement is not intended for the benefit of any entity or person other than the parties hereto, and shall not confer or be deemed to confer upon any other such entity or person any benefits, rights or remedies hereunder.

9. Governing Law; Severability. This Agreement and all rights and obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without t invalidating the remainder of such provisions or the remaining provisions of this Agreement.

10. Notice to NRC. Subsidiary Owner shall take no action to cause Parent, or its successors and assigns, to void, cancel, or modify the commitment to provide capital to Subsidiary Owner as set forth in this Support Agreement or cause Parent to fail to perform or impair its performance under the commitment, or remove or interfere with Subsidiary Owner 's ability to draw upon the commitment, without the prior written consent of the Director of the Office of Nuclear Reactor Regulation of the Nuclear Regulatory Commission (NRC). Also, Subsidiary Owner shall inform the NRC in writing any time that it draws upon the commitment to provide capital by obtaining a Support Payment.

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

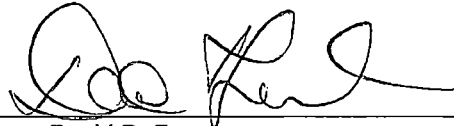
TEX OPERATIONS COMPANY LLC

A handwritten signature in black ink, appearing to read 'D. Faranetta', written over a horizontal line.

Name: David D. Faranetta

Title: Senior Vice President and Treasurer

COMANCHE PEAK POWER COMPANY LLC

A handwritten signature in black ink, appearing to read 'D. Faranetta', written over a horizontal line.

Name: David D. Faranetta

Title: Senior Vice President and Treasurer

Updated Regulatory Commitment (Number 5178508)

- (1) Luminant Power will notify the NRC if at any time prior to the NRC consent to the requested transfer, the following item changes: Any entity of the Reorganized TCEH acquires greater than 15% of the First Lien Claims;
 - a. Schedule Completion Date: Upon NRC consent of the requested transfer
 - b. Status / Comments: Closed / The ownership percentages of the First Lien Creditors identified in the table at page 17 of TXX-15146 were updated by Enclosure 2 to TXX-16028. All entities remain below 15%.
- (2) Luminant Power will notify the NRC if at any time prior to the NRC consent to the requested transfer, the following item changes: Any member of the First Lien Creditor Committee, other than those already identified in the Application, is expected to own 10% of the voting power of Reorganized TCEH.
 - a. Schedule Completion Date: Upon NRC consent of the requested transfer
 - b. Status / Comments: Closed.
- (3) Luminant Power will also provide to the NRC: The names of the principal officers and directors of each of the subsidiary companies of the Reorganized TCEH, after they have been identified;
 - a. Schedule Completion Date: As soon as they have been identified but no later than 7 days prior to consummation of the transfer
 - b. Status / Comments: Closed / Information provided by Enclosure 2 of TXX-16105
- (4) Luminant Power will also provide to the NRC: The names and citizenship of the initial members of the Reorganized TCEH Board, when that information becomes available. All or substantially all of the Reorganized TCEH Board members will be U.S. citizens. Three of the initial seven members have been identified (2 U.S. citizens and 1 Canadian citizen) and the remaining four members will be U.S. citizens;
 - a. Schedule Completion Date: As soon as available but no later than 7 days prior to consummation of the transfer
 - b. Status / Comments: Closed / TXX-15146 identified three board member, Geoffrey Strong (U.S. citizen), Cyrus Madon (Canadian citizen), and Jennifer Box (U.S. citizen). TXX-16098 identified four board members, Curt Morgan (U.S. citizen / new CEO), Jeff Hunter (U.S. citizen), Gavin Baiera (U.S. citizen), and Michael Liebelson (U.S. citizen) . [Response to NRC RAI , statement in NRC Order Safety Evaluation, and NRC Order condition (1)]
- (5) Luminant Power will also provide to the NRC: The final legal entity names, and updated proposed operating license revision pages, when final names for Reorganized TCEH, Intermediate Holding Company LLC, Operating Company LLC, Asset Company LLC, Preferred Stock Company Corp., and Comanche Peak LLC are selected;
 - a. Schedule Completion Date: No later than 7 days prior to consummation of the transfer
 - b. Status / Comments: Closed / Information provided by Enclosures 1, 3, and 4 of TXX-16105
- (6) Luminant Power will also provide to the NRC: The name of the new CNO, when a successor to current CNO Rafael Flores is selected; and
 - a. Schedule Completion Date: No later than 7 days prior to consummation of the transfer
 - b. Status / Comments: Closed / Update provided by TXX-15166 (Ken Peters is acting CNO) and closed by TXX-16057 (Ken Peters is new CNO)

- (7) Luminant Power will also provide to the NRC: Notification that the Bankruptcy Court has confirmed the "Fifth Amended Joint Plan of Reorganization of Energy Future Holdings Corp., et al., Pursuant to Chapter 11 of the Bankruptcy Code," upon receipt of a final order of the Bankruptcy Court.
 - a. Schedule Completion Date: Upon consent of the requested transfer
 - b. Status / Comments: Closed / Completed by submittal of Enclosures 1 and 2 of letter TXX-15166.
- (8) At the first meeting of the Reorganized TCEH Board of Directors emergence, the Board will adopt resolutions that non-U.S. citizens or foreign appointed U.S. citizens serving as either directors or executive officers of Reorganized TCEH, the ultimate parent, and intermediate parents of CP LLC and OpCo LLC shall not seek access to any classified information or to special nuclear material in the custody of the Comanche Peak licensees and shall not participate in or seek to influence operational decisions by the licensees regarding nuclear safety or security matters. Also, at the first meeting a Nuclear Oversight and Advisory Board will be formed to assist in the oversight of the safety and quality of nuclear operations.
 - a. Schedule Completion Date: First meeting of Reorganized TCEH Board of Directors
 - b. Status / Comments: Closed / TXX-16108 provided notification that actions were completed [Updated to reflect 1st sentence of NRC Order condition (3)]
- (9) The applicants will notify the NRC of any changes to the directors, officers, or executive positions of Reorganized TCEH and its subsidiaries during the first 90 days following the transfers
 - a. Schedule Completion Date: No later than 120 days after the transfers
 - b. Status / Comments: Open / [NRC Order condition (1)]
- (10) A letter will be issued to the NRC by the new licensee within 30 days that "adopts and endorses" all outstanding items on the docket, including, but not limited to requests for license amendments, exemptions, relief requests, etc. The letter will be submitted under oath or affirmation.
 - a. Schedule Completion Date: No later than 30 days after the transfers
 - b. Status / Comments: Closed / TXX-16108 dated October 4, 2016
- (11) Provide satisfactory documentary evidence to the Director of the Office of Nuclear Reactor Regulation that the licensees reflected in the amended licenses have obtained the appropriate amount of insurance required of a licensee under 10 CFR Part 140 and 10 CFR 50.54(w)
 - a. Schedule Completion Date: On the license transfer date
 - b. Status / Comments: Closed / Documentary Evidence of Insurance provided by TXX-16106 dated September 29, 2016 [Added to reflect NRC Order condition (4)]
- (12) After receipt of all required regulatory approvals of the proposed transfer action, inform the Director of Nuclear Reactor Regulation in writing of such receipt.
 - a. Schedule Completion Date: Within 5 business days of after all regulatory approvals
 - b. Status / Comments: Closed / Notification to Director of Nuclear Reactor Regulation provided by TXX-16106 dated September 29, 2016 [Added to reflect NRC Order requirement]
- (13) Notify the Director of the Office of Nuclear Reactor Regulation in writing of the date of the closing of the direct transfer.
 - a. Schedule Completion Date: 7 business days before the date of closing
 - b. Status / Comments: Closed / Targeted date of October 3, 2016 provided by TXX-16109 dated September 16, 2016 [Added to reflect NRC Order requirement]