The Light

COMPANY South Texas Project Electric Generating Station P. O. Box 289 Wadsworth, Texas 77483

Houston Lighting & Power

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August 2, 1991 ST-HL-AE-3826 File No.: G20 10CFR140.11(a)(4) 10CFR140.15 10CFR140.17 10CFR140.21

U. S. Nuclear Regulatory Commission Attention: Document Control Desk 20555 Washington, DC

> South Texas Project Electric Generating Station Units 1 and 2 Docket Nos. STN 40-498, STN 50-499 Evidence of Financial Protection

Pursuant to the requirements of 10CFR140.11(a)(4), 10CFR140.15, 10CFR140.17, and 10CFR140.21, Houston Lighting & Power submits the attached endorsements to ANI and MAELU Policies. This submittal contains endorsements for ANI Policies N-113, N-116, NF-307, NW-199 and MAELU Policies M-113, M-116, MF-130 and MW-100. The attached submittal also includes all endorsements which were not previously submitted. The originals to these policies are maintained by the NRC.

If you should have any further questions on this matter, please contact Mr. R. G. Holloway (512) 972-8231.

William J. Jump

Manager, Nuclear Licensing

MKJ/kmd

Attachments: Endorsements to ANI and MAELU Policies

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A Subsidiary of Houston Industries Incorporated

Houston Lighting & Power Company South Texas Project Electric Generating Station

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Regional Administrator, Region IV Nuclear Regulatory Commission 611 Ryan Plaza Drive, Suite 1000 Arlington, TX 76011

George Dick, Project Manager U.S. Nuclear Regulatory Commission Washington, DC 20555

J. I. Tapia Senior Resident Inspector c/o U. S. Nuclear Regulatory Commission P. O. Box 910 Bay City, TX 77414

J. R. Newman, Esquire Newman & Holtzinger, P.C. 1615 L Street, N.W. Washington, DC 20036

D. E. Ward/T. M. Puckett Central Power and Light Company P. O. Box 2121 Corpus Christi, TX 78403

J. C. Lanier/M. B. Lee City of Austin Electric Utility Department P.O. Box 1088 Austin, TX 78767

K. R. Fiedler/M. T. Hardt City Public Service Board P. O. Box 1771 San Antonio, TX 78296 ST+HL+AE+ 3826 File No.: G20 Page 2

Rufus S. Scott Associate General Counsel Houston Lighting & Power Company P. O. Box 61867 Houston, TX 77208

INPO Records Center 1100 Circle 75 Parkway Atlanta, GA 30339-3064

Dr. Joseph M. Hendrie 50 Bellport Lane Bellport, NY 11713

D. K. Lacker Bureau of Radiation Control Texas Department of Health 1100 West 49th Street Austin, TX 78756-3189

Revised 07/09/91

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ST-HL-	AE-31	82	6		
PAGE _	T	OF	17	1	

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1989

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$ 1,688.00 .

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL THIS IS TO CERTIFY THAT THIS IS A TRUE OLIPY OF THE DHIGHNAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HERGON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIAEN TY INEURANCE (SECONDARY FINANCIAL PROTECTION) NO INSURANCE IS AFFORD TO BE THIS COM JOHN OUATTROCCHI VICE PRESIDENT-UNDERWRITING AMEDICAN NUCLEAR INSURPERS AMERICAN NUCLEAR INSURERS

	Dany, San Antonio Public Convice Desert
Date of Issue <u>December 15, 1988</u>	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS By
Endorsement No3	Countersigned by

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-113 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

- It is agreed that effective August 20, 1988:
- I.) Subparagraph (c) on Page 1 of the <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - (1) with respect to which the <u>primary financial</u> <u>protection</u> described in Item 4 of the Declarations would apply but for
 - exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or
 - (ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and
 - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and
 - (3) which is discovered and for which written claim is made against the <u>insured</u> not later than ten (10) years after the end of the <u>certificate</u> period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u>.

II.) Item 4.(b) of the certificate is deleted.

III.) Item 7. of the certificate is amended to read as follows:

ATTACHMENT I ST-HL-AE-3826171

Item 7.

Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$14,883,750.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTED POLICY-NUCLEAR ENERGY LIABILITY, INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS FORM

INSURANCE IS ALEOBOED BY THIS TOPT

Effective Date of this Endorsement	August 20, 1988 To form a part of Certificate No. M-113 12:01 A.M. Stendard time
	Lighting & Power Company, San Antonio Public Service Board, Power & Light Company, Austin Electric Department
Date of issue	March 23, 1990 For the Subscribing Companies
	By By
Endorsement No.	8 Countersigned by

ATTACHMENT / ST-HL-AE-3826 PAGE 4 OF 171

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-113 FORMING PART OF MASTER POLICY NO. 1 NUCLEAR ENERGY LIABILITY INSURANCE (Secondary Financial Protection)

- In paragraph (c) on Pages 1 and 2 of the <u>certificate</u>, and in all endorsements to the <u>certificate</u> relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or <u>environmental damage</u>".
- 2. This endorsement applies to all claims for damages. costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any <u>insured</u> on or after the effective date of this endorsement stated below.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DEDIONS. 1 HERSON, FOR INSURANCE DOVERAGE UNDER THE MARTER A DUY VAUOLEAR ENERGY L PROTECTION) NO LIABRITY CLIMATICS TO . S. Que

	A.M. Standard time To form a part of Certificate No. <u>M-113</u>
Houston Lightin Issued to <u>Central Power</u>	ng & Power Company, San Antonio Public Servire Board, & Light Company, Austin Electric Department
Date of issue <u>March 23</u>	By J.S. Question of the Subscribing Companies
Endorsement No9	Countersigned by
ME-S-18 (1/1/90)	

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MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT (SECONDARY FINANCIAL PROTECTION) CALENDAR YEAR 1990

- It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the Certificate means the subscribing companies listed below.
 - b. The Certificate shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the Certificate because of such bodily injury, property damage or environmental damage.
- 2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the Certificate, if sooner.

American Motorists Insurance Company 33.33% Arkwright Insurance Company 33.33% Liberty Insurance Corporation 33.34%

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED REREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY HARILETY INDUSTRICE ISCONDARY FINANCIAL PROTECTION). NO

m. B. geather JOHN E. QUATTROCOHI VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	January 1, 1990 To	form a pa	art of Certi	ficate No. M-1	13
Issued to Public	12:01 A.M. Standard time F Service Board, Central	Power & L	ight Company	ver Company, Sar /, Austin Electi	i Antonio ric Department
Date of issue	April 1, 1990		For the	Subscribing Co	mpanies
		MUTUAL A	OMIC ENERGY	LIABILITY UNDE	RWRITERS
		ву	1.8.0	Section	
Endorsement No.	Countersigned	by			

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	ST-HL-AE-3826
	PAGE 6 OF 171

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

It is agreed that the Named Insured is amended to read:

Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, City of Austin

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY ANANCIAL PROTECTION). NO INSURANCE IS AFFORDED OF THIS MOPY

JON L QUATTROCCHI VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 22, 1987 To form a part of Certificate No. M-113 12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board, Issued to Central Power & Light Company, City of Austin

Date of Issue June 27, 1990

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

8. Sentra Bv

Endorsement No. 11

SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT (SECUNDARY FINANCIAL PROTECTION) CALENDAR YEAR 1991

ATTACHMENT 1 ST-HL-AE- 382 6

OF 171

- It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the Certificate means the subscribing companies listed below.
 - b. The Certificate shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the Certificate because of such bodily injury, property damage or environmental damage.
- 2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the Certificate, if socner.

American	Motorists Insurance Company	33.33%
Arkwright	t Insurance Company	33.33%
	Insurance Corporation	33.34%

Effective Date of this Endorsement	January 1, 1991 12:01 A.M. Standard time	To f	form a part of Certificate No. <u>M-113</u>
Issued to <u>Ce</u>	uston Lighting & Power (htral Power & Light Com	Company pany, C	y, San Antonio Public Service Board, City of Austin
Date of issue	April 1, 1991	By	For the Subscribing Companies
Endorsement No.	12 Countersione	d hv	A

NUCLEAR ENERGY LIABILITY INSURANCE MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

 ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$1,687.00

> THIS IS TO CERTIFY THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEAR NG THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHH Ch AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. M -0113

ATTACHMENT ST-HL-AE-3826

PAGE

OF 171

Issued to: Houston Lighting & Power Company, San Antonio Public Service Board. Central Power & Light Company, City of Austin

Date of Issue:

November 21, 1990

For the subscribing_comp

HOWARD WARREN MARSH

Endorsement No: 12

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ATTACHMENT / ST-HL-AE-3826 PAGE 9 OF 171

SPECIFICATION OF CERTIFICATE EFFECTIVE DATE AND PREMIUM ENDORSEMENT

It is agreed that:

- The United States Nuclear Regulatory Commission has issued to the insureds named in Item 1 of the Declarations Operating License No. <u>NPF-78</u> effective <u>December 16, 1988</u> for the reactor described in Item 3 of the Declarations of the Certificate.
- Item 6 of the Declarations of the <u>Certificate</u> is deleted and replaced by the following:
 - Item 6. <u>Certificate</u> Period: <u>Beginning</u> <u>December 16, 1988</u>, and continuing to the effective date and time of cancellation or termination of the <u>Master Policy</u> or this Certificate, whichever first occurs, eastern standard time.
- Item 8 of the Declarations of the <u>Certificate</u> is deleted and replaced by the following:
 - Item 8. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the <u>Master Policy</u> from the effective date hereof to the end of calendar year 1988 : \$ 74.00

THIS IS TO CERTIFY THAT THIS IS A TRUE DOFY OF THE ORIGINAL DERTIFICATE, BEARING THE NUMBER DISCOMPLED MEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY NUCLEAR ENERGY UABILITY INSURANCE (SECONDABY FIN, COMPLEX NUCLEAR ENERGY INSURANCE IS AFFORDED BY THIS COMPLEX IN NO INSURANCE IS AFFORDED BY THIS COMPLEX UATTRUCCH.

Effective Date of chis Endorsement December 16, 1988 To form a part of Certificate No. M-116 12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board, Central

Issued to Power & Light Company, Austin Electric Department

Date of Issue January 26, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 1

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Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1989

ANNUAL PRENZIM: It is agreed that the Annual Premium due the companies for the period designated above is: \$ 1,688.00 .

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE OFFERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY DESIGN OF (SECONDARY FINANCIAL PROTECTION), NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN CUT EDOCO 0Ac AMERICAN NUCLEAR INSURERS

Elfective Date of th.s Endorsement January 1, 1989 . To form a part of Certificate No. M-116 12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board, Central Issued to Power & Light Company, Austin Electric Department

Date of Issue December 15, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS 8. geneticity By

Endorsement No. 2

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MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT (SECONDARY FINANCIAL PROTECTION) CALENDAR YEAR 1989

- It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the Cert' loate means the subscribing companies listed below.
 - b. The Certificate shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the Certificate because of such bodily injury or property damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the Certificate, if sooner.

	Liberty Insurance Company American Motorists Insurance Company Arkwright Insurance Company TX-89	33.333% 33.333% 33.333%
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Effective Date of this Endorsement <u>January 1, 1989</u> To form a part of Policy No. <u>M-116</u> 12:01 A.M. Standard time Houston Lighting & Power Company, San Antonio Public Service Board

Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, Austin Electric Department

Date of issue _____ March 13, 1989 For the Subscribing Companies

UNDERWRITERS MUTUAL ATOMIC ENERGY LIABILITY Bv mag O

Endorsement No. 3

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PAGE .			121

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-115 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

Effective January 1, 1988, it is agreed that Item 4 of the <u>Certificate</u> is amended to read as follows:

- Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:
 - (1) Facility Form Policies

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- (i) Nuclear Energy Liability Insurance Association's Policy NF- 307 \$124,000,000
- (ii) Mutual Atomic Energy Liability Underwriter's Policy MF-130 \$ 36,000,000
- (2) Master Worker Policies (Facility Worker Form)
 - (i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 \$124,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 \$ 36,000,000
- (b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:
 - Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
 - (2) Supplementary Endorsement Waiver of Defenses Reactor Construction at the Facility.
- (c) Sharing of limit(s) of liability provided under the primary financial protection.
 - The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

ATTACHMENT / ST-HL-AE-3926 PAGE 13_OF 171

(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

THIS IS TO CEPTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINAL PROTECTION). NO JOHN UNTROCHI UNDERWRITING

AMERICAN NUCLEAR INSURERS

Issued to	Houston Lighting & Po	wer Company, San Antonio Public Service Board,
Date of Issue_		Company, Austin Electric Department
		For the Subscribing Companies
		MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
		By +: 8. Quetter
Endo sement No	. 4	Countersigned by

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Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-116 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

Effective July 1, 1989, it is agreed that Item 4. of the <u>Certificate</u> is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

- (1) Facility Form Policies
 - (i) Nuclear Energy Liability Insurance Association's Policy NF- 307
 \$155,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Policy MF- 130 \$ 45,000,000
- (2) Master Worker Policies (Facility Worker Form)
 - (i) Nuclear Energy Liability Insurance Association's Master Worker Folicy NMWP-1 \$155,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 \$ 45,000,000
- (b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:
 - Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
 - (2) Supplementary Endorsement Waiver of Defenses -Reactor Construction at the Facility.
- (c) Sharing of limit(s) of liability provided under the primary financial protection.
 - (1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

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(2) The limit of liability provided under each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

ATTACHMENT / ST-HL-AE-3826

PAGE 15 OF 171

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, SEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THE CONTACT OF T

VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement July 1, 1989	To form a part of Certificate No. <u>M-116</u>
Issued to Houston Lighting & Por Central Power & Light Date of Issue July 15, 1989	er Company, San Antonio Public Service Board, Company, Austin Electric Department
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNBERWRITERS
	By t. B. Quatter
Endorsement No. 5	Countersigned by
	Authorized Representative
ME-S-10 (1/1/88) Page 2 of 2	

ATTACHMENT / ST-HL-AE-3826 PAGE 16 OF 171

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-116 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

Effective January 1, 1988, it is agreed that Item 4 of the Certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

- (1) Facility Form Policies
 - (i) Nuclear Energy Liability Insurance Association's Policy NF- 307 \$124,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Policy MF- 130 \$ 36,000,000
- (2) Master Worker Policies (Facility Worker Form)
 - (i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 \$124,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 \$ 36,000,000
- (b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:
 - (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
 - (2) Supplementary Endorsement Waiver of Defenses Reactor Construction at the Facility.
- (c) Sharing of limit(s) of liability provided under the primary financial protection.
 - (1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

ATTACHMENT / ST-HL-AE-382 6 PAGE 17 OF 17/_

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-116 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

- It is agreed that effective August 20, 1988:
- Subparagraph (c) on Page 1 of the <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - with respect to which the <u>primary financial</u> protection described in Item 4 of the Declarations would apply but for
 - exhaustion of its limit of liability as described in Condition 6 of the Master Policy, pr
 - (ii) the application of Insuring Agreement IV, "Application of Policy" of the <u>primary</u> <u>financial protection</u>, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and
 - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and
 - (3) which is discovered and for which written claim is made against the <u>insured</u> not later than ten (10) years after the end of the <u>certificate</u> period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u>.

II.) Item 4.(b) of the certificate is deleted.

III.) Item 7. of the certificate is amended to read as follows:

ATTACHMENT / ST-HL-AE- 3824 PAGE 18 OF 121

Item 7.

ME-S-14

Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each <u>nuclear incident</u>: \$14,883,750.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THE COPY JOHN L SUBATTROCCHI VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	August 20, 1988	
		ompany, San Antonio Public Service Board, Jany, Austin Electric Department
Date of issue	March 23, 1990	For the Subscribing Companies
		By By
Endorsement No.	7	Countersigned by

Page 2 of 2

ATTACHMENTI ST-HL-AE-3126 PAGE 19 OF 171

HE MASTER POLICY-MODULAR ENERGY

CLOSHDARY FRANCIA PROTECTION), NO

. S. Section

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CEPTIFICATE NO. M-116 FORMING PART OF MASTER POLICY NO. 1 NUCLEAR ENERGY LIABILITY INSURANCE (Secondary Financial Protection)

- In paragraph (c) on Pages 1 and 2 of the <u>certificate</u>, and in all endorsements to the <u>certificate</u> relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or <u>environmental damage</u>".
- 2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any <u>insured</u> on or after the effective date of this endorsement stated below.

Effective Date of January 1, 1990 To form a part of Certificate No. M-116 this Endorsement ____ 12:01 A.M. Standard time Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, Austin Electric Department Issued to Date of issue March 23, 1990 For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS - 8. Qualita Endorsement No. 8 Countersigned by _____

ME-S-18 (1/1/90)

ATTACHMENT

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT (SECONDARY FINANCIAL PROTECTION) CALENDAR YEAR 1990

- It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the Certificate means the subscribing companies listed below.
 - b. The Certificate shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the Certificate because of such bodily injury, property damage or environmental damage.
- 2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the Certificate, if sooner.

American Motorists Insurance Company33.33%Arkwright Insurance Company33.33%Liberty Insurance Corporation33.34%

L) IN JO VIC	HIS IS TO CERTIFY THAT THIS IS ERTIFICATE BEARING THE NUME SURANCE COVERAGE UNDER TH NUME IS AFTORDED BY THIS SURINCE IS AFTORDED BY THIS HIS OUT TO COVER THE E PRESIDENT-UNDERWRITING ERICAN NUCLEAR INSURERS	A TRUE COPY OF THE ORIGINAL TER DESIGNATED HEREON, FOR TE MASTER POLICY-NUCLEAR ENERGY Y FINANGIAL PROTECTION). NO
Effective Date of this Endorsement	January 1, 1990 T 12:01 A.M. Standard time	o form a part of Certificate No. <u>M-116</u> Houston Lighting & Power Company, San Antonio 1 Power & Light Company, Austin Electric Department
Dote of issue	April 1, 1990	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS By Second
Endorsement No	9 Countersigne	d by

ATTACHMENT	
ST-HL-AE-3826	
PAGE 21 OF	171

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

It is agreed that the Named Insured is amended to read:

Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, City of Austin

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION) NO INSURANCE IS AFFORDED BY THIS DOPY

IN L GOATTROCKETTING

AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 22, 1987 To form a part of Certificate No. M-116 12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board, Issued to Central Power & Light Company, City of Austin

Date of Issue June 27, 1990

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

3. Quetto Bv

Endorsement No. 10

NUCLEAR ENERGY LIABILITY INSURANCE MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

 ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$1.687.00

> THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY

3 Que JOHN VICE PRESIDENT-UNDERWRITING

AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement: January 1. 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. M -0116

ATTACHMENT / ST-HL-AE- 3824

PAGE 22 OF 17/

Issued to: Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, City of Austin

Date of Issue:

November 21, 1990

For the ubscribing companies By Counte

HOWARD WARREN MARSH

Endorsement No: 11

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ST-HI	-AE-	382	6		
				171	

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT (SECONDARY FINANCIAL PROTECTION) CALENDAR YEAR 1991

- It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the Certificate means the subscribing companies listed below.
 - b. The Certificate shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the Certificate because of such bodily injury, property damage or environmental damage.
- 2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And Their Proportionate Liability?" Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the Certificate, if sooner.

American Motorists Insurance Company	33.33%
Arkwright Insurance Company	33.33%
Liberty Insurance Corporation	33.34%

Effective Date this Endorseme		_ To form a part o	f Certificate No Hanskand On Sha
Issued to	Houston Lighting & Power Central Power & Light Com	Company, San Antoni pany, City of Austi	o Public Service Board, n
Date of issue	April 1, 1991		the Subscribing Companies
Endorcomant No	12 Counteratione	d bu	

ATTACHMENT / ST-HL-AE-3826 PAGE 24 OF /7/

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1988

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$ 5,813.00.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, DEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE GOVERAGE UNDER THE MASTER POLICY NUCLEAR ENERGY LIABLITY INSURANCE (DECONDARY FINANCIAL PROTECTION). NO INSURANCE IS APPORTO I BY TWO COPY.

JOHN DUA TROCCHI VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Endorsement No 2

Effective Date of January 1, 1988 To form a part of Certificate No N-113 this Endorsement 12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board, Central Issued to Power & Light Company, Austin Electric Department Date of Issue December 15, 1987 For the Subscribing companies

Countersigned by

Bv

General Manager

ATTACHMENT / ST-HL-AE-382 6 PAGE 25 OF 171

Nuclear End gy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1989

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$ 5,813.00

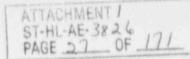
THIS IS TO DERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HERSON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY UABLITY INSURANCE (SECONDARY FINANCIAL PROTECTION), NO INSURINGE IS AFFORDED BY THIS CORE. JOHN CUATTROCCHI VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time Houston Lighting & Power Company Issued to Power & Light Company, Austin Ele	, San Antonio Public Service Board, Central
Date of Issue December 15, 1988	For the Subscribing Companies
	ByPRESIDENT
Endorsement No	Countersigned by

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO.N-113 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

- It is agreed that effective August 20, 1988:
- I.) Subparagraph (c) on Page 1 of the <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - with respect to which the <u>primary financial</u> <u>protection</u> described in Item 4 of the Declarations would apply but for
 - exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or
 - (ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and
 - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and
 - (3) which is discovered and for which written claim is made against the <u>insured</u> not later than ten (10) years after the end of the <u>certificate</u> period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> caused by an extraordinary nuclear occurrence.
- II.) Item 4.(b) of the certificate is deleted.
- III.) Item 7. of the certificate is amended to read as follows:



Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$51,266,250.

> THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE. BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY HER COPY JOHN L. JATTROCCHI

VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement _____ August 20, 1988 _____ To form a part of Certificate No. _____ N-113 12:01 A. M. Standard time Houston Lighting & Power Company, San Antonio Public Service Board, Issued to Central Power & Light Company, Austin Electric Department For the Subscribing Companies, Date of Issue ____March 23, 1990 By Thee President Endorsement No. 7 Countersigned by ____

ATTACHMENT I ST-HL-AE-38 26 PAGE 28 OF 171

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-113 FORMING PART OF MASTER POLICY NO. 1 NUCLEAR ENERGY LIABILITY INSURANCE (Secondary Financial Protection)

- In paragraph (c) on Pages 1 and 2 of the <u>certificate</u>, and in all endorsements to the <u>certificate</u> relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or <u>environmental damage</u>".
- 2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any <u>insured</u> on or after the effective date of this endorsement stated below.

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THIS IS TO CERT CERTIFICATE BE INSURANCE LABIL	Dise	the	OF THE ORIGINAL	
Nov t.	THOCOH THOCOH NT-UNDERWRITTE JOLEAR INSURED	(G		

Effective Date of this Endorsement	January 1, 1990	To form a part of Certificate No.N-113
	12:01 A. M. Standard time	
		npany, San Antonio Public Service Board, ny, Austin Electric Department
Date of IssueM	arch 23, 1990	For the Subscribing Companies, By
		VPRESIDENT
Endorsement No.	8 Cour	ntersigned by
NE-S-18 (1/1/90)		

ATTACHMENT / ST-HL-AE-3826 PAGE 29 OF 171

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

It is agreed that the Named Insured is amended to read:

Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, City of Austin

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY MANCIAL PROTECTION). NO INSURANCE IS AFFORDED PRETHING OPY.

L. QUATTROCCHI

VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement <u>August 22, 1987</u> To form a part of Certificate No. <u>N-113</u> 12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board, Issued to <u>Central Power & Light Company</u>, City of Austin

Date of Issue June 27, 1990

For the Subscribing Companies By PRESIDENT

Endorsement No. 9

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

 ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$5.813.00

> THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Rocaree JOH NJESIDENT-UNDERWRITING

AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. N -0113

ATTACHMENT I ST-HL-AE-3826 PAGE 30 OF 171

Issued to: Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, City of Austin

Date of Issue: November 21, 1990

ribing companies For the subs CountersiA

HOWARD WARREN MARSH

Endorsement No: 10

ATTACHMENT ST-HL-AE-3826 PAGE 3/ OF /7/

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

SPECIFICATION OF CERTIFICATE EFFECTIVE DATE AND PREMIUM ENDORSEMENT

It is agreed that:

- The United States Nuclear Regulatory Commission has issued to the insureds named in Item 1 of the Declarations Operating License No. <u>NPF-78</u> effective <u>December 16, 1988</u> for the reactor described in Item 3 of the Declarations of the <u>Certificate</u>.
- Item 6 of the Declarations of the <u>Certificate</u> is deleted and replaced by the following:
 - Item 6. <u>Certificate</u> Period: Beginning <u>December 16, 1988</u>, and continuing to the effective date and time of cancellation or termination of the <u>Master Policy</u> or this Certificate, whichever first occurs, eastern standard time.
- Item 8 of the Declarations of the <u>Certificate</u> is deleted and replaced by the following:
 - Item 8. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the <u>Master Policy</u> from the effective date hereof to the end of calendar year 1988 : \$ 256.00

CHARACTE GEARING THE NUMBER OF SALES ATED HERCON FOR INSURANCE CONSTRUCT LINDER THE MAY BE POLICY NUCLEAR ENERGY LAST DESCRIPTION DECONDARY HERCON FORECTION NO

AMERICAN MUCLEAR INSURERS Effective Date of this Endorsement December 16, 1988 To form a part of Certificate No. N-116

12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board, Central Issued to Power & Light Company, Austin Electric Department

Date of Issue January 26, 1989

For	the Subscribing Companies		
	CI 0		
By	1 with the second		
	PRESIDENT		

Endorsement No. 1

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PAGE	32	OF.	171_

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1989

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$ 5,813.00

THIS IS TO CERTIFY THAT THIS IS A TRUE BORY OF THE ORIGINAL CERTIFICATE DESIGNED THE NUMBER DESIGN THE HERGON, FOR INSURATE DESIGNED THE MASTER POLICY-NUCLEAR ENERGY LIAN TO THE THE DESIGN DARY FOR A DECEMBER ON INCOME. NO INSURATE DESIGN OF THE SECONDARY FOR A DECEMBER OF THE DESIGN OF THE DESI

AMERICAN MUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1989 To form a part of Certificate No. N-116 12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board, Central Issued to Power & Light Company. Austin Electric Department Date of Issue December 15, 1988 For the Subscribing Companies By PRESIDENT

Endorsement No. 2

ATTACHMENT / ST-HL-AE-3826 PAGE 33 OF 17/

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-116 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

Effective January 1, 1988, it is agreed that Item 4 of the <u>Certificate</u> is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

- (1) Facility Form Policies
 - (i) Nuclear Energy Liability Insurance Association's Policy NF- 307 \$124,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Policy MF- 130 \$ 36,000,000
- (2) Master Worker Policies (Facility Worker Form)
 - (i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 \$124,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 \$ 36,000,000
- (b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:
 - Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
 - (2) Supplementary Endorsement Waiver of Defenses Reactor Construction at the Facility.
- (c) Sharing of limit(s) of liability provided under the primary financial protection.
 - (1) The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.

ATTACHMENT (ST-HL-AE-3826 PAGE 34 OF 171

(2) The limit of lightlity provided order each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.

This endorsement is to be attached to all outstanding and newly NOTE: issued Certificates of Insurance which are part of Master Policy No. 1. Nuclear Energy Liability Policy (Secondary Financial Protection).

> THIS IS TO CERTIFY THAT THIS IS A TRUE CODY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATION HORON. FOR INSURALLEE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY INALLY PROTECTION OF ISECUPDARY FINALCIAL PROTECTION) NO

VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

12:01 A.M. Standard	pany, San Antonio Public Service Board.
Date of Issue <u>July 15, 1989</u>	For the Subscribing Companies By Arca Roman PRESIDENT
Endorsement No NE-S-8 (1/1/88) Page 2 of 2	Countersigned by

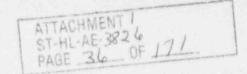
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Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-116 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

Effective July 1, 1989, it is agreed that Item 4. of the <u>Certificate</u> is amended to read as follows:

- Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:
 - (1) Facility Form Policies
 - (i) Nuclear Energy Liability Insurance Association's Policy NF- 307 \$155,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Policy MF-130 \$ 45,000,000
 - (2) Master Worker Policies (Facility Worker Form)
 - (i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 \$155,000,000
 - (ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 \$ 45,000,000
 - (b) The following endorsements attached to the Facility Form policies identified in subsection (a)(1) above also apply to the insurance afforded by this Master Policy through this certificate as though they were attached hereto:
 - Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
 - (2) Supplementary Endorsement Waiver of Defenses -Reactor Construction at the Facility.
 - (c) Sharing of limit(s) of liability provided under the primary financial protection.
 - The limit of liability provided under each Facility Form policy identified in subsection (a)(1) above is shared among all nuclear reactors on the location described in Item 3 of the Declarations of such policy.



- (2) The limit of liability provided order each Master Worker Policy (Facility Worker Form) identified in subsection (a)(2) above is shared among all insureds under all Certificates of Insurance issued to be a part of the Master Worker Policies.
- NOTE: This endorsement is to be attached to all outstanding and newly issued Certificates of Insurance which are part of Master Policy No. 1, Nuclear Energy Liability Policy (Secondary Financial Protection). The increase will be effective after the renewal of the Price-Anderson Act.

THIS IS TO CERTIFY THAT THIS IS A TRUE CORY OF THE ORIGINAL DERTIFICATE SCARGE THE NUMBER DESIGNATED PERSON, FOR INCLEANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INCLIDENCE (SECONDARY FINANCIAL PROTECTION). NO INSULANCE IS AFFORDED BY THIS COPA

~ 1000 Backs JOHO DESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Issued to	12:01 A.M. Standard Tim Houston Lighting & Power Con Central Power & Light Compar	To form a part of Certificate No. N-116 e apany, San Antonio Public Service Board, ay, Austin Electric Department
Date of Issue_	July 15, 1989	For the Subscribing Companies
		By PRESIDENT

NE-S-10 (1/1/88) Page 2 of 2

ATTACHMENT / ST-HL-AE-3824 PARE 37 OF /7/

Nuclear Energy Liability Insurance NUCLEAR ENERGY LISSILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1990

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$ 5,813,00 .

> THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, EEARDIG THE NUMBER DESIGNATED MEREON, FOR INDURANCE COVERAGE UNDER THE MASTER POLICY NUCLEAR ENERGY LIABILITY RESIDENCE (DECONDARY FINANCIAL PROTECTION). NO INSURANCE IS APPOIDED BY THIS CON JOHN QUARTROCO

AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. N-116 12:01 A.M. Standard Time Houston Lightin: - Power Company, San Antonio Public Service Board, Issued to Central Power & Light Company, Austin Electric Department Date of Issue December 15, 1989 For the Subscribing Companies By PRESIDENT

Endorsement No. 5

Countersigned by

ATTACHMENT / ST-HL-AE-382.6 PAGE 38 OF 17/

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO.N-116 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

- It is agreed that effective August 20, 1988:
- I.) Subparagraph (c) on Page 1 of the <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - (1) with respect to which the <u>primary financial</u> <u>protection</u> described in Item 4 of the Declarations would apply but for
 - exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or
 - (ii) the application of Insuring Agreement IV, "Application of Policy" of the <u>primary</u> <u>financial protection</u>, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and
 - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and
 - (3) which is discovered and for which written claim is made against the <u>insured</u> not later than ten (10) years after the end of the <u>certificate</u> period stated in Item 6 of the Declarations. However, this subpargraph (3) shall not operate to bar coverage for <u>wodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u>.

II.) Item 4.(b) of the certificate is deleted.

III.) Item 7. of the certificate is amended to read as follows:

ATTACHMENT 1 ST-HL-AE-382 6 PAGE 39 OF 121

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Muster Policy with respect to each <u>nuclear incident:</u> \$51,266,250.

THIS IS TO CERTIFY THAT THIS IS A TRUE GOPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS OFF

JOH JOHNEE IS AFFONDED BY THIS COM AMERICAN NUCLEAR INSURERS

this Endorsement August 20, 198 12:01 A. M. Standard t	To form a part of Certificate No. Nº110
Houston Lighting & Power Issued to Central Power & Light (er Company, San Antonio Public Service Board, Company, Austin Electric Department
Date of Issue March 23, 1990	Por the Subscribing Companies, By
	By President
Endorsement No6	Countersigned by

ATTACHMENT (ST-HL-AE-382 6 PAGE 40 OF 17/

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO.N-116 Forming Part of Master Policy No. 1 Nuclear Energy Liability Insurance (Secondary Financial Protection)

It is agreed that effective August 20, 1988:

- I.) Subparagraph (c) on Page 1 of the <u>certificate</u> is amended to read as follows:
 - (c) to bodily injury or property damage
 - (1) with respect to which the <u>primary financial</u> <u>protection</u> described in Item 4 of the Declarations would apply but for
 - exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or
 - (ii) the application of Insuring Agreement IV, "Application of Policy" of the <u>primary</u> <u>financial protection</u>, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and
 - (2) which is caused during the <u>certificate</u> period stated in Item ϵ of the Declarations by a <u>nuclear incident</u> arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and
 - (3) which is discovered and for which written claim is made against the <u>insured</u> not later than ten (10) years after the end of the <u>certificate</u> period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

III.) Item 7. of the certificate is amended to read as follows:

ATTACHMENT / ST-HL-AE-3826 PAGE 41___OF_171_

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$51,266,250.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCAL PROTECTION). NO INSURANCE IS AN OFFICE BY THE BORY JOHN L. OSATTROCCHI

VICE PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement _____ August 20, 1988 _____ To form a part of Certificate No. N-116 12:01 A. M. Standard time Houston Lighting & Power Company, San Antonio Public Service Board, Issued to ____ Central Power & Light Company, Austin Electric Department By _____President Date of Issue March 23, 1990 Endorsement No. ____7 Countersigned by

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NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-116 FORMING PART OF MASTER POLICY NO. 1 NUCLEAR ENERGY LIABILITY INSURANCE (Secondary Financial Protection)

- In paragraph (c) on Pages 1 and 2 of the <u>certificate</u>, and in all endorsements to the <u>certificate</u> relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or <u>environmental</u> damage".
- 2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy. And which are first made in writing against any <u>insured</u> on or after the effective date of this endorsement stated below.

THIS IS TO CERTIFY THAT THIS IS A DEAD DOTET OF THE ORIGINAL CERTIFICATE DEADING THE NUMERIC LINE OF STREET, FOR INSURANCE COVERAGE UNDER THE MAITTER POLICY-MUCLEAR ENERGY LIAPEN Y INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORCED BY THE COP JOHN OLA FIRUDO AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	THE REPORT OF THE PARTY OF THE
Houston Lighting & Por Issued to Central Power & Light	wer Company, San Antonio Public Service Board, Company, Austin Electric Department
Date of IssueMarch 23, 1990	By
Endorsement No7	Countersigned by
NE-S-18 (1/1/90)	

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	ST-HL	AE-3	826		
l.,	PAGE .	43	OF	171	

Nuclear Energy Liability insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

It is agreed that the Named Insured is amended to read:

Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, City of Austin

THIS IS TO CERTIFY THAT THIS IS A TIME COPY OF THE DRIGINAL GERTIFICATE, BEARING THE NUMPER BESTO ATED HERSON, FOR INSUBANCE COVERAGE UNDER THE MATTER POLICY-HUCLEAR ENERGY UABILITY INSUBANCE ISECONDARY FIN THAT PROTECTION). NO INSUBALICE IS AFFORDED BY THIS COPY JOHN DUATTROCOM VICE FREDIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement <u>August 22, 1987</u> To form a part of Certificate No. <u>N-116</u> <u>12:01 A.M. Standard Time</u> Houston Lighting & Power Company, San Antonio Public Service Board, Issued to <u>Central Power & Light Company, City of Austin</u> Date of Issue <u>June 27, 1990</u> For the Subscribing Companies <u>By</u> <u>PRESIDENT</u>

Endorsement No. 8

Countersigned by

ATTACHMENT / ST-HL-AE-3826 PAGE 44 OF 171

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-116 FORMING PART OF MASTER POLICY NO. 1 NUCLEAR ENERGY LIABILITY INSURANCE (Secondary Financial Protection)

- In paragraph (c) on Pages 1 and 2 of the <u>certificate</u>, and in all endorsements to the <u>certificate</u> relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or <u>environmental damage</u>".
- 2. This endorsement applies to all claims for damages. costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any <u>insured</u> on or after the effective date of this endorsement stated below.

AL PROTECTION). NO NT-UNDERWRITING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement	January 1, 1990 12:01 A. M. Standard time	To form a part of Certificate No. <u>N-116</u>
		ny, San Antonio Public Service Board, Austin Electric Department
Date of IssueM		By UPRESIDENT
Endorsement No.	8 Count	ersigned by
NE-S-18 (1/1/90)		

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

 ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$5.813.00

> THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATION MERICAL FOR PISURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY L'ABILITY INSURANCE (SECONOMITY FRANCIAL PROTECTION). NO INSURANCE IS AFFORDED OF LINE COM JOHN CHIEFFROCCOMMENTING AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. N -011

ATTACHMENT/ ST-HL-AE-3816

PAGE 45 OF 171

Issued to: Houston Lighting & Power Company. San Antonio Public Service Board. Central Power & Light Company. City of Austin

Date of Issue: November 21, 1990

For the subscribing companies 84 57 esident

Endorsement No: 9

Countersigned by

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ST	-+11	-AE-	382	6		
PA	GE	440		F_1	71	

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

It is agreed that the Named Insured is amended to read:

Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company, City of Austin

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY HABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO

VIOL PRESIDENT-UNDERWRITING AMERICAN NUCLEAR INSURERS.

Effective Date of this Endorsement <u>August 22, 1987</u> To form a part of Certificate No. <u>N-116</u> 12:01 A.M. Standard Time Houston Lighting & Power Company, San Antonio Public Service Board. Issued to Central Power & Light Company, City of Austin

Date of Issue June 27, 1990

For the Subscribing Companies By PRESIDENT

Endorsement No. 9

Countersigned by

	NUCLEAR	ENERGY LIA	BILITY INSURAL	NCE
NUCLEAR	ENERGY	LIABILITY	INSURANCE	ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$5.813.00

> THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE. BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION), NO INSURAUCE IS ANFORDED

3. Secata DAT MOUGHING JOHN S

AMERICAN NUCLEAR INSURERS.

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. N -0116

ATTACHMENT / ST-HL-AE-3826

PAGE 47 OF 171

Issued to: Houston Lighting & Power Company, San Antonio Public Service Board, Central Power & Light Company. City of Austin

Date of Issue:

November 21, 1990

For the subscribing companies BU Piesident Conster igned

HOWARD WARREN MARSH

Endorsement No: 10

NUCLEAR ENERGY LIABILITY INSURANCE

ATTACHMENT / ST-HL-AE-3826

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

NAMED INSURED ENDORSEMENT

It is agreed that the Named Insured is:

South Texas Project Participants: Houston Lighting and Power Company, Central Power and Light Company, City of Austin, City of San Antonio - City Public Service Board of San Antonio, Texas and all Participants under the South Texas Project Participation Agreement dated July 1, 1976 as same may be revised, amended, supplemented, extended or otherwise modified.

> This is to certify that this is a true cruck of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Pohcy (active Form) as designated hereon. No Insurance is attorned hereunder.

John L. Sathucchi, Vice President-Underwriting American Nuclear Insurers

Issued to See Above	
Date of Issue June 16, 1987	100
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
	By J. S. Sentint
Endorsement No1	Countersigned byAuthorized Representative

Liability Underwriters to discharge their obligations with respect to incurred losses whether such losses are incurred under this policy or under any other policy issued by American Nuclear Insurers or Mutual Atomic Energy Liability Underwriters.

-3-

ATTACHMENT J

ST. HI. AL 3826

- (4) Reserve Premium Refunds. A portion of the reserve premium for this policy for the first calendar year of any group of ten consecutive calendar years shall be returnable to the named insured provided there is a reserve for refunds at the end of the tenth calendar year.
- (5) Computation of Reserve Premium Refunds. The reserve premium refund due the named insured for any calendar year shall be determined by multiplying any industry reserve premium refund for such calendar year by the policy refund ratio for such calendar year. The reserve premium refund for any calendar year shall be finally determined as soon as practicable after July 1 of the tenth calendar year thereafter.
- (6) Final Premium. The final premium for this policy shall be the sum of standard premiums for each calendar year, or portion thereof, during which this policy remains in force less the sum of all refunds of reserve premiums due the named insured under the provisions of this Condition 1.
- (7) Reserve Premium Refund Agreement. Each member of Mutual Atomic Energy Liability Underwriters subscribing this policy for any calendar year, or portion thereof, thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under this policy for that calendar year, to return to the named insured that portion of any reserve premium refund due the named insured for that calendar year, determined in accordance with the provisions of this Condition 1.

Effective Date of this Endorsement June 23,	To Form a Part of Policy NoMF-130	
Issued to See Endorsement No.	1	
Date of Issue <u>June 16, 1987</u> s is to certify that this is a true copy of the original lorsement having the endorsement number and bein be Nuclear Energy Liability Policy (Hollity Form) a stad ereon. No Insurprise afford hereunder. L. Outrocchi, Vice President Underwriting rican Nuclear Insurers Endorsement No. <u>2</u>	BY Countersigned by	ENERGY LIABILITY UNDERWRITE

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NUCLEAR ENERGY LIABILITY INSURANCE

ATTACHMENT/ ST-HL-AE- 3826

PAGE SO OF 17/

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

INDUSTRY CREDIT RATING PLAN PREMIUM ENDORSEMENT

It is agreed that Condition 1 of the policy is replaced by the following:

CONDITION 1. PREMIUM

(1) Definitions: With reference to the premium for this policy:

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans, (other than the Industry Credit Rating Plan), premiums and minimum premiums applicable to this insurance;

"reserve premium" means that portion of the standard premium paid to the companies and specifically allocated under the Industry Credit Rating Plan for incurred losses. The amount of the "reserve premium" for this policy for any calendar year during which this policy is in force is the amount designated as such in the Standard Premium Endorsement for that calendar year:

"industry reserve premium," for any calendar year, is the sum of the reserve premiums for that calendar year for all Nuclear Energy Liability Policies issued by American Nuclear Insurers and Mutual Atomic Energy Liability Underwriters and subject to the Industry Credit Rating Plan;

"policy refund ratio", for any calendar year, is the ratio of the named insured's reserve premium for that calendar year to the industry reserve premium for that calendar year;

"incurred losses" means the sum of:

- All losses and expenses paid by American Nuclear Insurers and Mutual Atomic Energy Liability Underwriters, and
- (2) All reserves for unpaid losses and expenses as estimated by American Nuclear Insurers and Mutual Atomic Energy Liability Underwriters

because of obligations assumed and the expenses incurred in connection with such obligations by members of American Nuclear Insurers and Mutual Atomic Energy Liability Underwriters under all Nuclear Energy Liability Policies issued by American Nuclear Insurers and Mutual Atomic Energy Liability Underwriters and subject to the Industry Credit Rating Plan:

.2.

ATTACHMENT J

ST-HL-AE-3826 PAGE 51 OF 171

"reserve for refunds," at the end of any calendar year, is the amount by which (1) the sum of all industry reserve premiums for the period from January 1, 1957 through the end of such calendar year exceeds (2) the total for the same period of (a) all incurred losses, valued as of the next following July 1, and (b) all reserve premium refunds made under the Industry Credit Rating Plan by members of American Nuclear Insurers and Mutual Atomic Energy Liability Underwriters;

"industry reserve premium refund," for any calendar year, is determined by multiplying the reserve for refunds at the end of the ninth calendar year thereafter by the ratio of the industry reserve premium for the calendar year for which the premium refund is being determined to the sum of such amount and the total industry reserve premiums for the next nine calendar years thereafter, provided that the industry reserve premium refund for any calendar year shall in no event be greater than the industry reserve premium for such calendar year.

(2) Payment of Advance and Standard Premiums. The named insured shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this policy through December 31 following. Thereafter, at the beginning of each calendar year while this policy is in force, the named insured shall pay the advance premium for such year to the companies. The advance premium for each calendar year shall be stated in the Advance Premium Endorsement for such calendar year issued to the named insured as soon as practicable prior to or after the beginning of such year.

As soon as practicable after each December 31 and after the termination of this policy, the standard premium for the preceding calendar year shall be finally determined and stated in the Standard Premium Endorscment for that calendar year. If the standard premium so determined exceeds the advance premium previously paid for such calendar year, the named insured shall pay the excess to the companies; if less, the companies shallreturn to the named insured the excess portion paid by such insured.

The named insured shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the policy period and at such other times during the policy period as the company may direct.

(3) Use of Reserve Premiums. All reserve premiums paid or payable for this policy may be used by the members of Mutual Atomic Energy

PAGE 52 OF 171 3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence, Insuring Agreement IV, "Application of Policy," shall not operate to bar coverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and () which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence. Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under (a) the provisions of the policy applicable to the financial protection required of the named insured; (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and (c) the limit of liability provisions of Subsection 170 c. of the Atomic Energy Act of 1954 as amended.

-2-

ATTACHMENT J ST-HL-AE-32.2.6

Such waivers shall not preclude a defense based upon the failure of the claimant to t ke reasonable steps to mitigate damages.

- 4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terus against any insured in an action to recover damages because of bodily injury or property damage to which the policy applies as proof of financial protection.
- 5. As used herein: "extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurres as defined in the Atomic Energy Act of 1954, as amended. "financial protection" and "nuclear incident" have meanings given them in the Atomic Energy Act of 1954, as amended. "claimant" means the person or organization actually sustaining the bodily injury or property damage and also include his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

Effective Date of June 23, 198 this Endorsement June 23, 198 Issued to See Endorsement No.	and a second
Date of Issue June 16, 1987 o certify that this is a true copy of the original ment having the endorsement number and being uclear Energy Liability Policy (McIlity Form) as tereon No Faurance is altered hereunder.	made pert
Endorsement No3	Countersigned by

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ATTACHMENT /

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

WAIVER OF DEFENSES ENDORSEMENT (Extraordinary Nuclear Occurrence)

The named insured, acting for himself and every other insured under the policy, and the members of the Mutual Atomic Energy Liability Underwriters agree as follows:

- 1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility.

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of of the insureds, including but not limited to:
 - (i) negligence,
 - (11) contributory negligence,
 - (iii) assumption or risk, and
 - (iv) unforeseeable intervening causes, whether involved the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof, but in no event more than twenty years after the date of the nuclear incident.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

- 2. The waivers set forth in paragraph 1. above do not apply to
 - (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workers' compensation or occupational disease law;
 - (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any state law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law.

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NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Supplementary Endorsement Waiver of Defenses Reactor Construction at the Facility

It is agreed that in construing the application of paragraph 2 (b) of the Waiver of Defenses Endorsement with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

Effective Date of this Endorsement June 23, 1987

To Form a Part of Policy No. MF-130

Issued to ____ See Endorsement No. 1

Date June 16, 1987

For the Subscribing Companies Mutual Atomic Energy Liability Underwriters Leather,

Endorsement No. 4 Countersigned by

Authorized Representative

N LEAR ENERGY LIABILITY INS LANCE ST-HL-AE-3826

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM ENDORSEMENT and STANDARD PREMIUM ENDORSEMENT

Calendar Year 1987

1. ADVANCE PREMIUM

It is agreed that the Advance Premium due the companies for the calendar year designated above is \$ 49,101.00

2. STANDARD PREMIUM AND RESERVE PREMIUM

In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan the Standard Premium and Reserve Premium are:

Standard Premium	\$ 49,101.00
Reserve Premium	\$ _36,646.00 .

Effective Date of this Endorsement June 23, 1987

To form a part of Policy No. MF-130

ATTACHMENT |

PAGE 55 OF 171

Issued to See Endorsement No. 1

Date of Issue June 16, 1987

is to certify that this is a tour body of sign original Laboration in the endersement Archity Form) as des For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERVETTERS Surrache Vice President-Understeilung Aspenning This long homore flata Dore Endorsement No. 5 Countersigned by AUTHORIZED REPRESENTATIVE

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the limit of liability of each such policy being as determined by Condition 3 thereof, but in no event shall such total aggregate liability of such member; exceed \$36,000,000; (2) the total liability of the companies under this policy shall not exceed that proportion of the total aggregate liability of the members of Mutual Atomic Energy Liability Underwriters, as stated in clause (1) above, which (a) the limit of liability of this policy, as determined by Condition 3, bears to (b) the sum of the limits of liability of all such policies issued by such members, the limit of liability of each such policy being as determined by Condition 3 thereof.

ATTACHMENT 7

ST-HL-AE-3826 PAGE 56 OF 171

The provisions of this condition shall not operate to increase the limit of the companies' liability under this policy.

The second paragraph of Condition 12, "OTHER INSURANCE", is amended to read:

If the insured has other valid and collectible insurance (other than such concurrent insurance or any other nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters to any person or organization) applicable to loss or expense covered by this policy, the insurance afforded by this policy shall be excess insurance over such other insurance; provided, with respect to any person who is not employed at and in connection with the facility, such insurance as is afforded by this policy for bodily injury to an employee of the insured arising out of and in the course of his employment shall be primary insurance under such other insurance.

VI. Paragraph (c) of Condition 16, "COMPANY REPRESENTATION", is amended to read:

(c) Mutual Atomic Energy Liability Underwriters is the agent of the companies with respect to all matters pertaining to this insurance. All notices or other communications required by this policy to be given to the companies may be given to such agent, at its office at One East Wacker Drive, Chicago, Illinois 60601, with the same force and effect as if given directly to the companies. Any requests, demands or agreements made by such agent shall be deemed to have been made directly by the companies.

Effective Date of This Endorsement <u>June 23, 1987</u> 12:01 A.M. Standar	
Issued to See Endorsement No. 1	
Date of Issue June 16, 1987	- A
	For the Subscribing Companies
	By J. S. Seither
Endorsement No6	Countersigned by

ME-59 Page 4 of 4 (1/1/82)

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NUCLEAR ENERGY LIABILITY INSURANCE

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ST-HL-AE-3026 PAGE 57 OF 171

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF DEFINITION OF INSURED (Tennessee Valley Authority)

It is agreed that regardless of the provisions of the second paragraph of Insuring Agreement II, part (b) of the Definition of Insured includes as an insured the Tennessee Valley Authority with respect to its legal responsibility for damages because of bodily injury or property damage caused by the nuclear energy hazard.

> This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy/Facility Form) as designated hereon. No Instruct & alloyded hereunder.

John L. Bettrocchi, Vice President-Underwriting American Nuclear Josurers

Effective Date of this Endorsement June 23,	1987 To form a part of Policy NoMF=130
IsauetoSee Endorsement No.	1
Date of Issue. June 16, 1987	
	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY USDERWRITTERS
Endarmement Na7	Countersigned by
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Page 4

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PAGE	58	OF .	111	

Named Insureds

Houston Lighting and Power Company Central Power and Light Company City of Austin, Texas City of San Antonio, Texas

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Automates Nortess trouwer.

Effective Date of this Endorsement <u>February 1, 198</u> 12:01 A.M. Standa Issued to <u>See Endorsement No. 1</u>	To form a part of Policy No MF-130 rd Time
Date of Issue October 19, 1987	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS By
Endorsement No8 ME-64 (1/1/88)	Countersigned byAuthorized Representative

NULLEAR ENERGY LIABILITY INSUR.

ATTACHMENT / ST-HL-AE-3826

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MUTUAL ATOMIC ENERGY LIABLITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD RREMIUM CALENDAR YEAR 1988 ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

164,006.00 \$

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

124,380.00 ŝ

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as des-John Chuatrocchi, Vice President UnderkentPre-

American Nuclease Insurers

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Effective Date of This Endorsement	January 1, 1988 12:01 A.M. Standard Tim	e To form a part of Policy No.
Issued to00_0110	prequent lo. 1	
Date of Issue	December 15, 1987	By
Endorsement No		Countersigned by Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE

ATTACHMENT /

ST-HL-AE-382 6 PAGE 60 OF 171

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1987

It is agreed that Items 1 and 2 of Endorsement No. 5 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above

is: \$9,868.00 -

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$7,084.00 Return Premium: \$ 39,233.00 .

> This is to certify that this is a true curve of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder. John Justinocchi, Vice President Understrähe

Effective Date of this Endorsement January 12:01 A.M Issued to See Endorsement	1, 1987 To form a part of Policy No. MF-130 No. 1
Date of Issue July 14, 128	8
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY, LIABILITY UNDERWRITERS
	By J. B. Scatter
Endorsement No. <u>10</u> ME-36	Countersigned byAuthorized Representative

Nuclear Energy Liability Insurance

PAGE 61_OF 171 MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 152,864.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

\$ 123,101.00

Endomement having the endomentment number and being made part of the Nyclear Energy Lisbibly Policy (Fayley Form) as des-ignated hareon. No Insurance is alterdee hereunder.

ATTACHMENT / ST-HL-AE-3826

John L. Quetrochi, Vice President Underwriting American Nuclear Insurers

Effective Date of this Endorsement	1000001 1 1000	To form a part of Policy No. MF-130
Issued to	See Endorsement No. 1	
Date of Issue	December 15, 1988	
		For the Subscribing Companies
		MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
		by J. S. Sentath
Endorsement No.	Coun	tersigned by Jamas G. Russy

ATTACHMENT I ST-HL-AE- 382 6 PAGE 62 OF 121

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy nazard, the figure "\$36,000,000" stated in Condition 4 of this policy is amended to read "\$45,000,000."

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nicclear Energy Liability Policy (F-Ality Form) as des-ignated in reon. No Insurance standar hereunder-

American Nuclear Insurant

Effective Date of this Endorsement August 31, 1988 12:01 A.M. Standard Issued to See Endorsement No. 1	To form a part of Policy No <u>ME-130</u>
Date of Issue December 15, 1988	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
Endorsement No 12	By J.S. Quanta Q. R. Countersigned by Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1988

It is agreed that Items 1 and 2 of Endorsement No. _____ are amended to read:

ADVANCE PREMIUM: It is agreed that the Advance
 Premium due the companies for the period designated above
 is: \$ 129,026.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 97,385.00

Return Premium: \$ 35,520.00 .

This is to certify that this is a true copy of the original Endorsciment having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is alloyed hereonder.

ATTACHMENT / ST-HL-AE-3826 PAGE 63 OF 17/

John American Vice Freedent Underwriting American Nuclear Insurers

Effective Date of this Endorsement <u>January 1, 19</u> 12:01 A.M. Standa Issued to <u>See Endorsement No. 1</u>	88 To form a part of Policy No. MF-130 rd Time
Date of Issue February 20, 1989	
	For the Subscribing Companies
	HUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Countersigned by ________ Authorized Representative

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ME - 36

Endorsement No. 13

9

ATTACHMENT / ST-HL-AE-3826 PAGE 64 OF 171

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endursement No. 11 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$ 207,777.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 157,236.00

Additional Premium: \$ 44,913.00 .

This is to certify that this is a true copy of the original Enclarorment having the endorsement jumber and being made part of the Euclear Energy Liability Policy (Escility Form) as des-Lever Joseph in Brance to attached hereunder Variation, Vice President Underwriting

Effective Date of this Endorsement January 1, 1989 To form a part of Policy No. MF-130 12:01 A.M. Standard Time Issued to See Endorsement No. 1 Date of Issue February 20, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS Sy

Countersigned by

Endorsement No. 14

ME-36

Authorized Representative

ATTACHMENT / ST-HL-AE-3826 PAGE 65 OF 171

MF-130

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1989

- It is agreed that with respect to bodily injury or property damage caused during the effective period of this endorsement by the nuclear energy hazard:
 - a. The word "companies" wherever used in the policy means the subscribing companies listed below.
 - b. The policy shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

> Liberty Insurance Company 33.333% American Motorists Insurance Company 33.333% Arkwright Insurance Company 33.333% TX-89

Effective Date of this Endorsement ______January 1, 1989

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to certify that this

Issued to _____ See Endorsement No. 1

Date of issue	March 13, 1989	For the Subscribing Companies
		MUTUAL ATOMIC ENERGY LIABILITY UNDEBURITERS
		By J.S. Secotto the
Endorsement No.	15	Countersigned by James Q. Musson

ATTACHMENT / ST-HL-AE-382 6 PAGE 66 OF 171

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Increase of Limit of Liability Endorsement

It is agreed that:

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a true copy of the original

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this

that

is to certify

1. The limit of liability stated in Item 4 of the declarations of the policy is mended to read <u>\$45,000,000.00</u>. This amended limit plies with respect to obligations assumed or expenses and because of bodily injury or property damage mused during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.

2. The limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above shall not be cumulative, and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment both the limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

Effective Date of this Endorsement <u>July 1, 19</u> 12:01 A.M. S Issued to <u>See Endorsement</u>	Standard Time
Date of Issue July 19, 198	9
	For the Subscribing Companies MUTUAL ATOMIC ENERGY LIABILITY/UNDERWRITERS
	By Secattereths
Endorsement No. <u>16</u> ME-12	- Countersigned by Authouized Representative

ATTACHMENT / ST-HL-AE-38 2 4 PAGE 67 OF /2/

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. <u>14</u> are amended to read:

ADVANCE PREMIUM: It is agreed that the Advance
 Premium due the companies for the period designated above
 is: \$ 216,282.00

2. STANDARD PREMIUM AND RESERVF PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 163,699.00 .

> This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nucle + Energy Liability Police (Facility Form) as designed of herein. No bourgage is allorded hereunder.

Cuartrocchi, Vice President-Underwrit American Nuclear Insurers

Effective Date of this Endorsement January 12:01 A.M. Issued to See Endorsement	Standard Time
Date of Issue July 19, 198	9
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
	By A. B. genting
Endorsement No17	Countersigned by Authorized Representative
NE-36	Chathorized Representative

ATTACHMENT / ST-HL-AE-3826 PAGE 68 OF 171

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

ADVANCE PREMIUM It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 230,222.00

1.

 STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

\$ 174.293.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as desinterest difference. No Insurance is thorded hereunder.

Quatrocchi, Vice President U

Effective Date of					
this Endorsement	January 1, 1990	To	form a part	of Policy	No. MF-130
	12:01 A.M. Standard Time		a mainte se feminere	an energy	Pr-150

Issued to See Endorsement No.	1	
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Date of Issue December 15, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 18

Countersigned by

Authorized Representative

ATTACHMENT / ST-HL-AF-3826	ST-HL-AE-3824 PAGE 69 OF 171	
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Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

WAIVER OF DEFENSES ENDORSEMENT (Extraordinary Nuclear Occurrence)

Effective August 20, 1988, the named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

- With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

 The waivers set forth in paragraph 1. above do not apply to

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- (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.
- 3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence, Insuring Agreement IV, "Application of Policy", shall not operate to bar coverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

- 4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury or property damage to which the policy applies as proof of financial protection.
- 5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

"claimant" means the person or organization actually sustaining the bodily injury or property damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

> Endorsement having the endorsement number and being made part of the Nuclear Energy Lightilly Policy (Fiellity Form) as designated hereon. No Insurance is altered hereunder.

ATTACHMENT / ST-HL-AE-3826

Effective Date of this Endorsement	August 20, 1988	To form a part of Policy No. MF-130
	12:01 A.M. Standard time	so form a part of roticy No
Issued to	See Endorsement No. 1	
Date of issue	February 16, 1990	Por the Subscribing Companies
	м	By . B. Death
Endorsement No	Counte	ersigned by

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		OF 171_

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUPPLEMENTARY ENDORSEMENT WAIVER OF DEFENSES REACTOR CONSTRUCTION AT THE FACILITY

Effective August 20, 1988, it is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT ME-33b with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

This is to certify that this is a use copy of the original Endernement having the endorsement oursbor and being made part of the blockar Energy Elability Policy (Encliny Form) as designated harson. No Insurance is afford a hereunder.

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 Effective Date of this Endorsement
 August 20, 1988
 To form a part of Policy No. MF-130

 12:01 A.M. Standard time
 To form a part of Policy No. MF-130

 Issued to
 See Endorsement No. 1

 Date of issue
 February 16, 1990

 For the Subscribing Companies

 MUTUAL ATOMIC ENERGY LIABILITY UNDERWRIPERES

 By

 Endorsement No.
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 Countersigned by

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	PAGE 73	OF 171

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Restriction of Companies Obligation to Defend, Investigate, Negotiate or Settle Any Claim or Suit (Section 170 0. of the Atomic Energy Act of 1954, as amended)

Effective August 20, 1988, it is agreed that whenever, pursuant to subsection 170 0. of the Atomic Energy Act of 1954, as amended, an appropriate U.S. District Court determines that liability from a single nuclear incident may exceed the limit of liability under the applicable limit of liability under subsection 170 e.(1) (A), (B) and (C) of the Atomic Energy Act of 1954, as amended, the companies obligations under Insuring Agreement I, to defend, investigate, negotiate or settle any claim or suit under the policy do not include any obligation that would necessitate or result in the companies incurring legal costs, including costs of initiating, prosecuting, investigating, settling, or defending claims or suits, which are not authorized for payment by a court pursuant to such subsection 170 0.

> Ins is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Encility Form) as designated Viereon. No Insurance is afforded hereinder

ignated vereon. No Insurance is afford hereunder. John L. Contocchi, Vice President Underwriter American Nuclear Insuran

this Endorsement	August 20 1000	To form a part of Policy No. MF-130
	12:01 A.M. Standard time	
Issued to	See Endorsement No. 1	
Date of issue _	February 16, 1990	For the Subscribing Companies
		MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
		By J. B. Quetter
Endorsement No.	21Cour	ntersigned by

ATTACHMENT / ST-HL-AE-3826 PAGE 74 OF 171

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

WAIVER OF DEFENSES ENDORSEMENT (Extraordinary Nuclear Occurrence)

The named insured. acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

- With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility.
 - the insureds and the companies agree to waive
 - any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence.
 - (ii) contributory negligence,
 - (111) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God.
 - (2) any issue or defense as to charitable or governmental immunity, and
 - (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew. or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

- 2. The waivers set forth in paragraph 1. above do not apply to
 - (a) bodily injury, property damage or environmental damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant:

1.14

(b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law:

ATTACHMENT /

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- (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.
- The waivers set forth in paragraph 1. above shall be 3. effective only with respect to bodily injury. property damage or environmental damage to which the policy applies under its terms other than this endorsement: provided. however, that with respect to bodily injury, property damage or environmental damage resulting from an extraordinary nuclear occurrence, the provisions of COVERAGES A and C of the policy providing coverage for bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard and which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the policy period shall not operate to bar coverage for bodily injury, property damage or environmental damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured:
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended: and
- (c) the limit of limity provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

- 4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury, property damage or environmental damage to which the policy applies as proof of financial
- 5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as

"claimant" means the person or organization actually sustaining the bodily injury. property damage or environmental damage and also includes his assignees. legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

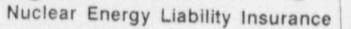
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of the Nuclear Energy Liability Policy (Pacility Form) as des- ignated barron. No Insurance is afforded barron-to-	

ATTACHMENT / ST-HL-AE-3826

PAGE 76 OF 171

1. 5. Sentient

Effective Date of this Endorsement	January 1, 1990	To form a part of Policy No. MF-130
	12:01 A.M. Standard tin	e
Issued to	See Endorsement No.	1
Date of issue	February 16, 1990	For the Subscribing Companies
		MUTUAL ATOMIC ENERGY LJABILITY UNDERWRITERS
		By t. S. Question
Endorsement No	C	ountersigned by
ME-33c (1/1/90)		Page 3 of 3



MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUPPLEMENTARY ENDORSEMENT WAIVER OF DEFENSES REACTOR CONSTRUCTION AT THE FACILITY

It is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33c with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- no operating license has been issued by the Nuclear (2) Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

Endorsement having the endorsement signifier and being made part of the Nuclear Energy Labeling Policy Actility Form) as des-ignated percon. No Intermediate Actility Form) as des-

ATTACHMENT / ST-HL-AE-382 6

PAGE 77 OF 171

Strocchs, Sice, President Understitting

Effective Date of this Endorsement	January 1, 1990	To form a part of Policy NoMF-130
	12:01 A.M. Standard time	TO FOLD A PART OF FOLICY NO. MF-130
Issued to	See Endorsement No.	1
Date of issue	February 16, 1990	For the Subscribing Companies
		TUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
		By J. S. Quattant
Endorsement No	23 Count	ersigned by
ME-39c (1/1/90)		

ATTACHMENT / ST-HL-AE-3826 PAGE 28 OF 171

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT (Facility Form)

It is agreed that:

- 1. INSURING AGREEMENT I is replaced by the following:
 - I COVERAGE A LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as covered damages because of bodily injury or property damage. or as covered environmental cleanup costs because of environmental damage. This Coverage applies only to bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period.

The companies shall have the right and duty to defend any claim or suit against the insured alleging such injury or damage, and seeking damages or costs which are payable under the terms of this policy: but the companies may make such investigation, negotiation and settlement of the claim or suit as they deem expedient.

The companies' duty to defend shall be limited, as described in INSURING ACREEMENT IV, if the claim or suit also seeks any of the following, which in no event shall be construed as covered by this policy:

- (1) damages for on-site property damage:
- (2) recovery of on-site cleanup costs or any other cleanup costs except covered environmental cleanup costs:
- (3) performance of an insured's environmental protection obligations or on-site cleanup obligations; or
- (4) any other relief or recovery except payment of covered damages or covered environmental cleanup costs.

The companies' duty to defend claims or suits ends when the limit of their liability has been exhausted pursuant to CONDITION 3.

Subject to INSURING AGREEMENT IV, the companies shall pay, with respect to any claim or suit they defend, the costs incurred in the defense, including

- (1) costs taxed against the insured in any such suit and interest on any judgment therein:
- (2) premiums on appeal bonds and bonds to release attachments in any such suit, but without obligation to apply for or furnish such bonds;

(3) reasonable expenses, other than loss AGET earnings, incurred by the insured at the companies' request.

ATTACHMENT / ST-HL-AE-3826

COVERAGE B - DAMAGE TO PROPERTY OF AN INSURED AWAY FROM THE FACILITY

With respect to property damage caused during the policy period by the nuclear energy hazard to the property of an insured which is away from the facility, to pay to such insured those sums which such insured would have been legally obligated to pay as covered damages therefor, had such property belonged to another.

COVERAGE C - SUBROGATION - OFFSITE EMPLOYEES

With respect to bodily injury caused during the policy period by the nuclear energy hazard to any employee of an insured, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period, to pay to the workmen's compensation carrier of such insured as follows:

All sums which such carrier would have been entitled to recover and retain as damages from another person or organization, had such person or organization alone been legally responsible for such bodily injury, by reason of the rights acquired by subrogation by the payment of the benefits required of such carrier under the applicable workmen's compensation or occupational disease law. An employer who is a duly qualified self-insurer under such law shall be deemed to be a workmen's compensation carrier within the meaning of this Coverage.

This Coverage does not apply to bodily injury to any person who is employed at and in connection with the facility: nor shall it constitute workmen's compensation insurance as required under the laws of any state.

2.

INSURING AGREEMENT II is replaced by the following:

II DEFINITION OF INSURED

The unqualified word "insured" includes (a) the named insured and (b) any other person or organization with respect to his legal responsibility for covered damages or covered environmental cleanup costs because of bodily injury, property damage or environmental damage caused by the nuclear energy hazard.

Subdivision (b) above does not include as an insured the United States of America or any of its agencies, except the Tennessee Valley Authority.

Subject to CONDITION 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought.

3

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as

- (2) imposed by any governmental laws, regulations or ordinances.
- relating to the protection of the environment from contamination or imminent danger of contamination,

"environmental protection obligations" include all obligations of any person or organization

"environmental damage" means contamination of the environ-

"environmental cleanup costs" include all loss, cost or expense arising out of any governmental decree, order or directive (other than an award of covered damages in an action at law) requiring or requesting a person or organization to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination of the environment, whether the contamination is on, above or below the surface of the ground.

"environment" includes land, the atmosphere, and all watercourses, bodies of water and natural resources, whether on, above or below the surface of the ground.

"disposal site" means any structure, basin, excavation, premises or place prepared as a dump or site for the disposal of waste materials of a general nature, but which may also be used for the disposal of waste materials containing small amounts of nuclear material.

"covered environmental cleanup costs" means only those environmental cleanup costs which are incurred directly for monitoring, testing for, cleaning up, neutralizing or containing environmental damage as the result of an extraordinary nuclear occurrence or a transportation incident: but covered environmental cleanup costs do not

"covered damages" means damages because of bodily injury or property damage to which this policy applies: but covered damages do not include environmental cleanup costs

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any

III DEFINITIONS Wherever used in this policy:

3. INSURING AGREEMENT III is replaced by the following:



defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"governmental" refers to federal, state and local governments and authorities, including courts, agencies and political subdivisions thereof.

"indemnified nuclear facility" means

- (1) "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, or
- (2) any other nuclear facility.

if financial protection is required pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, with respect to any activities or operations conducted thereat.

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material,"

- (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or
- (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

"nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of nuclear material, but only if

- the nuclear material is at the facility or has been discharged or dispersed therefrom without intent to relinquish possession or custody thereof to any other
 person or organization, or
- (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico: or
 - (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within

the territorial limits described in (a) above and there is no deviation in the course of the transportation for the purpose of going to any other country, state or nation, except for the purpose of going to or returning from a port or place of refuge as the result of an emergency.

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"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters. The term "nuclear facility" also means

- any nuclear reactor.
 any equipment or device.
 - any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium.
 - (b) processing or utilizing spent fuel, or
- (c) handling, processing or packaging waste,
 (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium
- 233 or any combination thereof, or more than 250 grams of uranium 235,
 (4) any structure, basin, excavation, premises or place
- prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear material" means source material, special nuclear material or byproduct material.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission or a self-sustaining chain reaction or to contain a critical mass of fissionable

"on-site cleanup costs" include all loss, cost or expense arising out of on-site cleanup obligations.

"on-site cleanup obligations" include all obligations of any person or organization, imposed by common law or otherwise, to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination by nuclear material at the facility, whether the material is on, above or below the surface of the ground.

"on-site property damage" includes all property damage to any property at the facility, whether the property is on, above or below the surface of the ground, other than aircraft, watercraft or vehicles licensed for highway use,

provided such aircraft, watercraft or vehicles are not used in connection with the operation of the facility.

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"property damage" means physical injury to or destruction or radioactive contamination of property, and loss of use of property so injured, destroyed or contaminated, and loss of use of property while evacuated or withdrawn from use because possibly so contaminated or because of imminent danger of contamination.

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"spent fuel" means any fuel element or fuel component. solid or liquid, which has been used or exposed to radiation in any nuclear reactor.

"the facility" means the facility described in the declarations and includes the location designated in Item 3 of the declarations and all property and operations at such location.

"transportation incident" means a discharge or dispersal of nuclear material from an insured shipment caused by collision or upset of the transporting conveyance, or an accident that breaks open, punctures or ruptures the shipping containers or containment thereon: but only if both the discharge or dispersal and the collision, upset or accident take place away from any nuclear facility and away from any disposal site, and both occur in the course of the transportation, including handling and temporary storage incidental thereto.

"waste" means any waste material

- (1) containing byproduct material and
- (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof.
- INSURING AGREEMENT IV is replaced by the following and 4 . INSURING AGREEMENT IV-A added by the "Amendment of Coverage Endorsement for Workers Claims (Facility Form)" continues to apply:

IV LIMITED DEFENSE OF PARTIALLY COVERED CLAIMS OR SUITS

The following provisions apply with respect to any partially covered claim or suit for which the companies' duty to defend has been limited by INSURING AGREEMENT I:

(1) The companies will defend the claim or suit unless the companies and the first named insured mutually agree on a different defense arrangement. By making

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such a defense, the companies shall not be considered as having waived their rights under this policy to deny payment or reimbursement of the items not covered.

- (2) As soon as practicable, the first named insured, acting on behalf of all insureds, and the companies shall endeavor to reach an equitable arrangement for handling the defense and sharing the costs thereof.
- (3) The companies' share of defense costs shall not exceed the portion of the total defense costs that represents the costs which would be reasonably and necessarily incurred in the defense of the claim or suit in the absence of any claim or demand for the items not covered.
- (4) The companies shall have a right to contribution from the first named insured for all defense costs as they are incurred in excess of the amount of the companies' share, including reimbursement by the first named insured of all such excess costs paid by the companies.
- (5) If the companies and the first named insured cannot agree on the companies' share of defense costs, the dispute shall be submitted, as a condition precedent to any right of recovery on this policy, to arbitration for a final and binding resolution, as provided in Condition 19.
- 5. In EXCLUSIONS (d) and (e), and in all endorsements to this policy relating thereto. the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
- 6. EXCLUSION (f) is replaced by the following exclusion:

[This policy does not apply:]

(f) to on-site property damage:

- 7. In CONDITION 3, and in all endorsements to this policy modifying the dollar amount of the limit of liability stated in Item 4 of the declarations, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
- 8. In CONDITION 4, and in all endorsements to this policy modifying the dollar amount of the total aggregate liability of the companies with respect to a common occurrence:
 - (a) the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage"; and
 - (b) the words "bodily injury and property damage" are replaced by "bodily injury, property damage and environmental damage."

In CONDITIONS 5, 11, 15 and 18, and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."

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- 10. CONDITION 19, DECLARATIONS, and CONDITION 20, MUTUAL POLICY CONDITION, are renumbered CONDITIONS 20 and 21.
- 11. The following CONDITION is added to the policy:

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19 ARBITRATION OF DISPUTES RELATING TO THE APPLICATION OF INSURING AGREEMENT IV

All such disputes subject to paragraph (5) of INSURING AGREEMENT IV shall be submitted to a Board of Arbitration (the "Board") for a final and binding resolution of the dispute.

There shall be two parties to the arbitration: the first named insured, acting on behalf of all insureds as their duly authorized representative, and Nuclear Energy Liability Insurance Association, acting on behalf of the companies as their duly authorized representative.

Except to the extent the parties mutually agree otherwise, the following principles will apply:

- (a) The arbitration will take place in New York. New York, and will be governed by the laws of the State of New York.
- (b) Either party may begin the process of arbitration by giving notice to the other party in writing of its intention to do so and the name of the arbitrator that it has appointed.
- (c) The other party shall then appoint in writing an arbitrator, and the arbitrators shall appoint in writing an umpire before they begin the arbitration. The umpire shall act as chairman of the Board.
- (d) If a party fails to name its arbitrator within thirty (30) days of the other party's written request that it do so, the requesting party may appoint an arbitrator for the party in default.
- (e) If the two arbitrators fail to agree on the selection of an umpire within thirty (30) days after they have both been appointed, each of them shall name two, of whom the other shall decline one. The choice shall be made by drawing lots.
- (f) The arbitrators and umpire shall be executive officers or former executive officers of insurance companies licensed to do business in the United States or of organizations designated as the first named insured under a Nuclear Energy Liability Policy issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters: provided that the current employees of the following shall not be eligible for service

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without the consent of both parties:

- (1) any party or likely party to the underlying claim or suit:
- (2) American Nuclear Insurers. MAERP Reinsurance Association or their members: or
- (3) any other insurer or reinsurer which has casualty insurance or reinsurance in force on any of the foregoing which may be materially affected by the Board's decision.
- (g) Within thirty (30) days after the appointment of the umpire, each party shall submit its case in writing to the Board.
- (h) The Board shall determine its rules of procedure, and the nature and extent of any discovery, testimony, examination or cross-examination of witnesses and oral argument permitted. The decision of any two members of the Board shall be final and binding on all parties. All discovery, submissions of evidence, hearing of witnesses and argument shall be completed within sixty (60) days of the appointment of the umpire, provided the Board may grant one extension of thirty (30) days.
- (1) The arbitrators and the umpire are not to be bound by any strict rules of legal procedure, evidence or legal precedents. They shall, however, be governed by the terms of this policy, and shall have no power to add to or change its provisions. Subject to this admonition, they shall interpret the relevant provisions of this policy as an honorable business agreement, and shall be entitled to decide, in accordance with such provisions together with the other materials submitted to them, what they think is the fair and right thing to be done between the parties from a business point of view, without favoring the interest of either party.
- (j) The Board shall make its award in writing within thirty (30) days after the close of the period, including any extension granted, described in paragraph (h) above.
- (k) If the Board fails to make an award within the time prescribed by paragraph (j) above, then unless an extension is agreed to by the parties, a new arbitration shall be commenced and completed in accordance with the procedure set out in paragraphs (a) through (j) above.
- (1) The award of the Board signed by any two members shall be final, not subject to appeal and binding on all parties, including all insurers subscribing the policy and all insureds thereunder. The award shall be treated as a matter involving interstate commerce, and may be filed or confirmed in any court of competent jurisdiction, state or federal, and judgment thereon entered and enforced, in accordance with the law and practice of the forum.

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- (m) Unless the Board decides otherwise, each party shall pay the expenses of the arbitrator appointed by or for it and one half of the other costs of arbitration.
- (n) If an arbitrator or umpire is unable or unwilling to act, a new arbitrator or umpire, as the case may be, shall be appointed to act in his or her place, in accordance with the provisions set forth above.
- (o) All materials relevant to the arbitration shall be submitted to the Board in triplicate and the filing party shall send simultaneously a copy thereof to the opposing party.
- 12. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under this policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

Atus is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Picility Form) as designated hereon. No Insurance is afforced hereunder.

John L. Antroesti, Vice President Underwritig

10

Effective Date of this Endorsement January 1, 1990 12:01 A.M. Standar Issued to See Endorsement	d Time
Date of Issue <u>February 16, 1990</u>	For the Subscribing Companies MUTUAL ATOMIC ENERCY LIABILITY UNDERWRITERS By
Endorsement No ME-71 (1/1/90)	By Seterited the Countersigned byAuthorized Representative

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ATTACHMENT 1 ST-HL-AE- 382.4 PAGE 28 OF 171

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1990

- It is agreed that with respect to bodily injury, property damage or environmental 1. damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the policy means the subscribing companies listed below.
 - b. The policy shall be binding on such companies only.
 - Each such company shall be liable for its proportion, as designated below. C . of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that ganother "Changes In Subscribing Companies And In Their Proportionate Liability "Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if ongraal sooner. For

This is to certify that this is a true copy of Endorsement having the endorsement mund of the Nuclear Energy Liability Police/Fac lignated hereon. No Insurance is although of John Muattroech, Wee President Underwining American Nuclear Insures.	American Motorists Insurance Comp Arkwright Insurance Company Liberty Insurance Corporation	33.33%
Effective Date this Endorsemen		To form a part of Policy NoMF-130
Issued to	see choorsement no. 1	
Date of issue	April 1, 1990 MUTUAL	For the Subscribing Companies ATOMIC ENERGY LIABILITY UNDERWRITERS By
Endorsement No	25 Countersig	ned by

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NUCLEAR ENERGY LIABILITY INSURANCE PAGE 89 OF 171

ATTACHMENT /

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 17 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$211,642.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$160,173.00

Return Premium: \$4,640.00

Effective Date of

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Mellity Form) as dea Ignated hereon. No hisuspice is attorded hereunder. 1.3. genetically John L. Orrocchi, Vice President-Undarw-id

American Nuclear Insurers

this Endorsement January 1, 12:01 A.M. S Issued to See Endorsement No.	tandard Time
Date of Issue May 7, 1990	
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
	By A.S. Senting
Endorsement No. 26	Countersigned by
ME-36	Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

- ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$181,521.00
- 2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$137,280.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated horeon. No Insurance is afforded Aerounder.

John L. Quiller Celu, Vice I American Hucleor Insurers Prest

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Policy No. MF-0130

ATTACHMENT/

ST-HL-AE-3826 PAGE 90 OF 171

Issued to: See Endorsement No. 1

Date of Issue: December 11, 1990

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	A A	->	mark	/
Counte	reigned Steel	any in	1-1-1	i mi

HOWARD WARREN MARSH

Endorsement No: 27

NUCLEAR ENERGY LIABILITY INSURANCE MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

It is agreed that Items 1 and 2 of Endorsement No. 18 are amended to read:

- 1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$211,715.00
- 2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$160,229.00

RETURN PREMIUM: \$18,507.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Muslear Energy Liubility Policy (Meility Form) as deshereunder.

Amonhi, Vice President Underwriting

Effective Date of this Endorsement: January 1, 1990 (12:01 A.M. Standard Time)

To form a part of Policy No. MF-0130

ATTACIMENT 7

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Issued to: See Endorsement No. 1

Date of Issue: January 16, 1991

For the subscribing companies By Countersigned by

HOWARD WARREN MARSH

Endersement No: 28

Nuclear Energy Liability Insurance

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ATTACHMENT / ST-HL-AE-3826

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CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1991

- It is agreed that with respect to bodily injury, property damage or environmental 1. damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - The word "companies" wherever used in the policy means the subscribing a. companies listed below.
 - The policy shall be binding on such companies only. b.
 - Each such company shall be liable for its proportion, as designated below, C . of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage.
- 2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Sub ribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy if sooner.

American Motorists Insurance Company	33.33%
Arkwright Insurance Company	33.33%
Liberty Insurance Corporation	33.34%

Effective Date of this Endorsement

12:01 A.M. Standard time

January 1, 1991 To form a part of Policy No.

MF-130

Issued to See Endorsement No. 1

Date of issue April 1, 1991 For the Subscribing Companies

Ву

Endorsement No. 29 Countersigned by

A TACHMENT / ST-HL-AE-3826 PAGE 93 OF /21

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Named Insured Endorseme.

It is agreed that the Named Insured is:

South Texas Project Participants: Houston Lighting and Power Company, Central Power and Light Company, City of Austin, City of San Antonio - City Fublic Service Board of San Antonio, Texas and all Participants under the South Texas Project Participation Agreement dated July 1, 1976 as same may be revised, amended, supplemented, extended or otherwise modified.

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Attes of Internetics, Vaca President Underwriting

 Effective Date of this Endorsement
 November 13, 1986
 To form a part of Policy No
 NF-307

 Issued to
 See Above

 Date of Issue
 December 10, 1986
 For the subscribing companies

 By
 By

 General Manager

 Endorsement No
 1

ATTACHMENT / ST-HL-AE-3826 PAGE 94 OF /7/

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

As soon as precticable after each December 31 and after the termination of this policy, the standard premi for the preceding calendar year shall be finally determined and stated in the Standar P mium Endorsement for that calendar year. If the standard premium so determined excuss the advance premium previously paid for such calendar year, the named insured shall pay the excess to the companies; if less, the companies shall return to the named insured the excess portion paid by such insured.

The named insured shall maintain records of the information necessary for premium computation and shail send copies of such records to the companies as directed, at the end of each calendar year, at the end of the policy period and at such other times during the policy period as the company may direct.

- (3) Use of Peserve Premiums All reserve premiums paid or payable for this policy may be used by the members of Nuclear Energy Liability Insurance Association to discharge their obligations with respect to incurred losses whether such losses are incurred under this policy or under any other policy issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters.
- Reserve Premium Refunds A portion of the reserve premium for this policy for the first cal-(4) endar year of any group of ten consecutive calendar years shall be returnable to the named insured provided there is a reserve for refunds at the end of the tenth calendar year.
- (5) Computation of Reserve Premium Refunds The reserve premium refund due the name insured for any calendar year shall be determined by multiplying any industry reserve premium refund for such calendar year by the policy refund ratio for such calendar year. The reserve pre-mium refund for any calendar year shall be finally determined as soon as practicable after July 1 of the tenth calendar year thereafter.
- Final Premium The final premium for this policy shall be the sum of the standard premiums (6) for each calendar year, or portion thereof, during which this policy remains in force less the sum of all refunds of reserve premiums due the named insured under the provisions of this Condition 1.
- (7) Reserve Premium Refund Agreement Each member of Nuclear Energy Liability Insurance Association subscribing this policy for any calendar year, or portion thereof, thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under this policy for that calendar year, to return to the named insured that portion of any reserve premium refund due the named insured for that calendar year, determined in accordance with the provisions of this Condition 1. This is to certify that this is a true copy of the

Endorsement having the endorsement pumber and being made part of the Nuclear Energy Liability Policy (Facility Form) as des-ignated hereon. No Ingrance is alloyded hereunder.

Quattrocchi, Vice President-Underwriting

Americ in Nuclear Insurers

Effective Date of this Endorsement November 13, 1986 12:01 A.M. Standard Time Issued to See Endorsement No. 1	To form a part of Policy NoNF-307
Date of Issue December 10, 1986	For the subgribing compinies
	General Manager

Endorsement No.

Countersigned by.

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT /

INDUSTRY CREDIT RATING PLAN PREMIUM ENDORSEMENT

It is agreed that Condition 1 of the policy is replaced by the following:

CONDITION 1. PREMIUM

(1) Definitions: With reference to the premium for this policy:

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Credit Rating Plan), premiums and minimum premiums applicable to this insurance;

"reserve premium" means that portion of the standard premium paid to the companies and specifically allocated under the Industry Credit Rating Plan for incurred losses. The amount of the "reserve premium" for this policy for any calendar year during which this policy is in force is the amount designated as such in the Standard Premium Endorsement for that calendar year;

"industry reserve premium", for any calendar year, is the sum of the reserve premiums for that calendar year for all Nuclear Energy Liability Policies issued by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters and subject to the Industry Credit Rating Plan;

"policy refund ratio", for any calendar year, is the ratio of the named insured's reserve premium for that calendar year to the industry reserve premium for that calendar year;

"incurred losses" means the sum of:

- (1) all losses and expenses paid by Nuclear Energy Liability 'nsurance Association and Mutual Atomic Energy Liability Underwriters, and
- (2) all reserves for unpaid losses and expenses as estimated by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters

because of obligations assum. I and the expenses incurred in connection with such obligations by members of Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters under all Nuclear Energy Liability Policies issued by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters and subject to the Industry Credit Rating Plan;

"reserve for refunds", at the end of any calendar year, is the amount by which (1) the sum of all industry reserve premiums for the period from January 1, 1957 through the end of such calendar year exceeds (2) the total for the same period of (a) all incurred losses, valued as of the next ^f ving July I, and (b) all reserve premium rejunds made under the Industry Credit Rating k by members of Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters;

"industry reserve premium refund". for any calendar year, is determined by multiplying the reserve for rejunds at the end of the ninth calendar year thereafter by the ratio of the industry reserve premium for the calendar year for which the premium refund is being determined to the sum of such amount and the total industry reserve premiums for the next nine calendar years thereafter, provided that the industry reserve premium rejund for any calendar year shall in no event be greater than the industry reserve premium for such calendar year.

(2) Payment of Advance and Standard Premiums The named insured shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this policy through December 31 following. Thereafter, at the beginning of each calendar year while this policy is in force, the named insured shall pay the advance premium for such year to the companies. The advance premium for each calendar year shall be stated in the Advance Premium Endorsement for such calendar year issued to the named insured as soon as practicable prior to or after the beginning of such year.

3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence. Insuring Agreement IV, "Application of Policy", shall not operate to bar coverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence.

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Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury or property damage to which the policy applies as proof of financial protection.

5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

"claimant" means the person or organization actually sustaining the bodily injury or property damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

Effective Date of this Endorsement <u>November 13, 1986</u> 12:01 A.M. Standard Time Issued to <u>See Endorsement No. 1</u>	To form a part of Policy No NF-307
Date of Issue December 10, 1986	For the supecribing companies
Endorsement No3	By General Manager

NE-33a (1/1/77) Countersigned by...

NUCLEAH ENERGY LIABILITY INSURANCE ASSOCIATION ST-HL-AE- 382.6

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WAIVER OF DEFENSES ENDORSEMENT (Extraordinary Nuclear Occurrence)

The named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

- 1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility.

the insureds and the companies agree to waive

- any issue or defense as to the conduct of the claimant or the foult of the insureds, including but not limited to:
 - (1) negligence.
 - (ii) contributory negligence.
 - (iii) assumption of risk, and
 - (iv) uncoreseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof, but in no event more than twenty years after the date of the nuclear incident.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

- 2. The waivers set forth in paragraph 1. above do not apply to
 - (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law.

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NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

6.,

SUPPLEMENTARY ENDORSEMENT WAIVER OF DEFENSES REACTOR CONSTRUCTION AT THE FACILITY

It is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT (NE-33a) with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

This is to certify that this is a crust copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liebility Policy (Facility Form) as designated hereon. No Immediate allocated hereunder.

John Quattrocchi, Vice President-Underwriting American Nuclear Insurers

Effective Date of December 13, 1986 this Endorsement 12:01 A.M. Standard Time Issued to See Endorsement 30, 1	To form a part of Policy No
Date of Issue December 10, 1286	For the supecribing companies
	By Machgon_ General Manager
Endorsement No4	Countersigned by

NE-39a (1/1/77)

Nuclear Energy Liability Insurance ST-HL-AE-3826 PAGE 99 OF 171

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT (

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1986

It is agreed that Item 5 of the Declarations "Advance Premium" is amended to read:

ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$ 125.00

STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

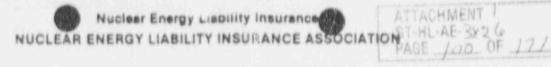
\$ 83,75

This is to certify that this is a true copy of the conjunal Environment having the andoreement number and being made part of the Precise Sciency Liability Policy (Facility Form) as deaignated between No logistance is allowed bereunder.

aral kent Underweiting

To form a part of Policy No NF-307
For the subscribing companies
By Chrochen
General Manager

NE-41



AMENDATORY ENDORSEMENT (Indemnified Nuclear Facility)

It is agreed that:

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being made

This is to certify that this is a true copy of the objand Endorsement Faving the endorsement number and being

- 1. In Insuring Agreement III, "DEFINITIONS"
 - A. The first sentence of the definition of "nuclear facility" is amended to read:

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or by Mutual Atomic Energy Liability Underwriters.

B. The definition of "indemnified nuclear facility" is replaced by the following:

"indemnified nuclear facility" means

- "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or by Mutual Atomic Energy Liability Underwriters, or
- any other nuclear facility.

if financial protection is required pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, with respect to any activities or operations conducted thereat;

- C. Solely with respect to an "insured shipment" to which this policy applies as proof of financial protection required by the Nuclear Regulatory Commission, Subdivision (2) of the definition of "nuclear energy hazard" is amended read:
 - (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including the handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico; or
 - (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within the territorial limits described in (a) above and there are no deviations in the course of the transportation for the purpose of going to any other country, state or nation, except a

NE-59 Page 1 of 4 (1/1/82)

(over)

ST-HL-AE-3826 17/ Neither the right to make such inspections and examinations nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such facility or operations are safe or healthful, or are in compliance with any law, rule or regulation. In consideration of the issuance or continuation of this policy, the insured agrees that neither the companies nor any persons or organizations making such inspections or examinations on their behalf shall be liable with respect to injury to or destruction of property at the facility, or any consequential loss or expense resulting therefrom, or any loss resulting from interruption of business or manufacture, arising out of the making of or a failure to make any such inspection or examination, or any report thereon, or any such suspension of insurance, but this provision does not limit the contractual obligations of the companies under this policy or any policy affording the insured property insurance through American Nuclear Insurers.

ATTACHMENT /

IV. Condition 4 is replaced by the following:

- 4 LIMITATION OF LIABILITY; COMMON OCCURRENCE Any occurrence or series of occurrences resulting in bodily injury or property damage arising out of the radioactive, toxic, explosive or other hazardous properties of
 - (a) nuclear material discharged or dispersed from the facility over a period of days, weeks, months or longer and also arising out of the properties of other nuclear material so discharged or dispersed from one or more other nuclear facilities insured under any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance OP Association, or
 - (b) source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content in the course of transportation for which insurance is afforded under this policy and also arising out of such properties of other source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content in the course of transportation for which insurance is afforded under one or more other Nuclear Energy Liability Policies (Facility Form) issued by Nuclear Energy Liability Insurance Association,

shall be deemed to be a common occurrence resulting in bodily injury or property damage caused by the nuclear energy hazard.

With respect to such bodily injury and property damage (1) the total aggregate liability of the members of the Nuclear Energy Liability Insurance Association under all Nuclear Energy Liability Policies (Facility Form), including this policy, applicable to such common occurrence shall be the sum of the limits

NE-59 Page 3 of 4 (1/1/82)

ATTACHMENT / ST-HL-AE-3826 PAGE 102 OF 171

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF DEFINITION OF INSURED (Tennessee Valley Authority)

It is agreed that regardless of the provisions of the second paragraph of Insuring Agreement II, part (b) of the Definition of Insured includes as an insured the Tennessee Valley Authority with respect to its legal responsibility for damages because of bodily injury or property damage caused by the nuclear energy hazard.

> This is to certify that this is a true copy of the original Endorsement having the endorsement pumber and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is alloyed hereunder.

John American Nuclear Insurers

Effective Date of December 13, 1986

12:01 A.M. Standard Time Issued to _____ See Endorsement No. 1

Date of Issue December 10, 1986

For the supportibing companies General Manager

To form a part of Policy No_

NF-307

Endorsement No ____7

Countersigned by_

Nuclear Energy Liability Insurance	ATTACHMENT / ST-HL-AE-382 4 PAGE Jo 3 OF J
NUCLEAR ENERGY LIABILITY INSTRANCE ASSOCIA	TION
ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YE	AR 1987

 ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

125.00 \$

2.

STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

× 1	83.75		
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This is to certally that this is a true complete original Endorsement having the endomernetic conduct and being made part of the function Energy Liability Policy (Facility Form) as desisometry horsen. No insurance is allowed hereunder.

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Effective Date of This Endorsement	January 1, 1987	NF+307 To form a part of Policy No
	See Endorstation A.M. Standard Time	A A
Date of Issue	December 15, 1986	For the subscribing companies
		By Astonia General Manager
Endorsement No	ĩ	Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN BUBBCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORBEMENT CALENDAR YEAR 1987

- It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard.
 - a. The word "companies" wherever used in the policy means the subscribing companies listed below.
 - b. The policy shall be binding on such companies only.

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- c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.
- It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination or cancellation of the policy, if sooner.

Aetha Cauualty & Surety Co.	10.9613592
Allianz insurance Company	1.525059%
Allstate Insurance Company	5.337705%
American Home Assurance Co.	1.0008202
Continental Casualty Company	5.147073%
Continental Insurance Company	9.531616%
Federal Insurance Company	1.906323%
fireman's fund Insurance Co	3.050117%
Gen Accident ins. Co of Amer.	1.525059%
General Ins. Co. of America	1.906323%
Ranover Insurance Company	.571897%
Hartford Accid.& Indemnity Co.	9.055036%
Hartford Steam Bir, Insp & Ins	. 667213%
Highlands Insurance Company	.381265%
Home Indemnity Company	1.429742%
Ins. Co. of North America	6.481499%
Motors Insurance Corporation	. 190632%
Ohio Casualty Insurance Co.	,190632%
Pacific Indemnity Company	.571897%
Providence Washington Ins. Co	, 190632%
Reliance Insurance Company	.571897%
Royal Ins. Co. of America	4.003279%
St Paul Fire & Marine Ins Co.	5.779972%
State Farm Fire & Casualty Co	.953162%
Transamerica Insurance Co.	.953162%
Travelers Indemnity Company	12.391102%
U.S. Fidelity & Guaranty Co.	9.531616%
U.S. Fire Insurance Company	2.573537%
Universal Underwriters Ins Co	. 190632%
Zurich Insurance Co.	1.429742%
NE - 87	

this Endorsement <u>January 1, 1987</u> 12:01 A.M. Standard time	To form a part of Policy No. NF-307
Issued to See Endorsement No. 1	
Date of Issue February 27, 1987	For the Subscribing Companies
	By Upageneral Manager
Endorsement No. 9 Count	artigrad by

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ST-HL	-AE-	383	26		
PAGE	105	1	DF	171	

Nuclear Energy Liability Insurance PA NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1987

It is agreed that Items 1 and 2 of Endorsement No. 8 are amended to read:

ADVANCE PREMIUM: It is agreed that the Advance
 Premium due the companies for the period designated above
 is: \$ 3,060.81

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$____2,050.74_____.

Additional Premium: \$2,935.81 .

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is alloyed hereunder.

A. S. geralitist Quattrocchi, Vice President Underkritige John L American Nuclear Insurers

this Endorseme		me To form a part of Policy No <u>NF-307</u>
issued to	See Endorsement No. 1	
Date of Issue _	March 5, 1987	For the subscribing companies
		By Childenton General Manager
Endorsement No	10	Countersigned by

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ATTACHMENT! ST-HL-AE-3826 PAGE 106 OF 171

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INCREASE OF LIMIT OF LIABILITY ENDORSEMENT

It is agreed that:

 The limit of liability stated in Item 4 of the declarations of the policy is amended to read \$ 124,000,000.00

This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.

2. The limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above shall not be cumulative, and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment both the limit of liability stated in Item 4 of the declarations and the amended limit stated in paragraph 1 above, regardless of which limit of liability applies with respect to bodily injury or property damage out of which such loss or expense arises.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is alforded hereunder.

John Justinochi, Vice President Underweitingen American Nuclear Insurers

Effective Date of

this Endorsement ______ June 23, 1987 ______ To form a part of Policy No______ NF-307 12:01 A.M. Standard Time

Issued to See Endorsement No. 1

Date of Issue June 16, 1987

	For the Subscribing Companies By Rham		
	Countersi	gned by	~

Endorsement No 11

NE-12

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT !

ST-HL-AE- 38 26 PAGE 107 OF 171

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1987

It is agreed that Items 1 and 2 of Endorsement No. 10 are amended to read:

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ADVANCE PREMIUM: It is agreed that the Advance
 Premium due the companies for the period designated above
 \$ 170,518.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$127,265.00

Effective Date of this Endorsement Issued toSee Endors	January 1, 1987 12:01 A.M. Standard Time ement No. 1	To form a part of Policy NoNF-307
Date of Issue <u>June 16</u>	, 1987	For the Subscribing Companies By Aron General Manager
Endorsement No <u>12</u> NE~36	Countersig	ned by

Page 4

Named Insureds

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QT.	HI - AE- 3	824	1.4.2	
PAG	E 10 8	_ OF .	171	

Houston Lighting and Power Company Central Power and Light Company City of Austin, Texas City of San Antonio, Texas

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy/Facility Form) as designality hereon. No insurance is alleffed hereunder.

John Sinttrocchi, Vice President-Underlander

Effective Date of this Endorsement <u>February 1, 1988</u> 12:01 A.M. Standard Time Issued to See Endorsement No. 1	To form a part of Policy No NF-307
Date of Issue October 19, 1987	For the subscribing companies
	By General Manager
Endorsement No 13 NE-64 (1/1/88)	Countersigned by

NULLEAR ENERGY LIABILITY INSURA E

NUCLEAR ENERGY LIABILITY ANGURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1988

 ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

\$566,768.00

 STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

\$ 428,419.00

This is to certain that this is a true cost of the original. Endowsement having the endowsement number and bring made part of the Plankar Evergy Liability Policy (Facility Form) as depspecial opposity (No Insurance is alloyed hereunder.

ATTACHMENT / ST-HL-AE-3326

PAGE 109 OF 171

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Effective Date of This Endorsement	January 1, 1988	To form a part of Policy No
	12:01 A.M. Standard Time	
Issued to See Endors	ement No. 1	
Date of Issue Deci	ember 15, 1987	For the subscribing companies
		By Marchion
		General Manage
Endorsement No		Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT / ST-HL-AE-3826

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1988

- It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard.
 - a. The word "companies" wherever used in the policy means the subscribing companies listed below.
 - b. The policy shall be binding on such companies only.

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-por

c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1988, or to the time of the termination or cancellation of the policy, if sooner.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being t of the Nuclear Energy Liability Policy Facility Form) as ignated herein. No Insurance is alto d hereinder. John I Nummerch, Vice President Underlying American Nuclear heares.	Aetna Casuaity & Surety Co. Allianz Insurance Company Allistate Insurance Company American Home Assurance Co. Continental Casuaity Company Continental Insurance Company federal Insurance Company Gen Accident Ins. Co. of America Hanover Insurance Company Hartford Accid.& Indemnity Co. Highlands Insurance Company Home Indemnity Company Ins. Co. of North America Motors Insurance Corporation Ohio Casuaity Insurance Co. Pacific Indemnity Company Providence Washington Ins. Co. Reliance Insurance Company Royal Ins. Co. of America St Paul fire & Marine Ins. Co. State farm fire & Casuaity Co. Tokio Marine & fire Co. Travelers Indemnity Company U.S. Fidelity & Guaranty Co. U.S. Fire Insurance Company Universal Underwriters Ins Co. Zurich Insurance Company Net-88	10.184769% 2.121827% 1.697461% 0.586473% 10.184769% 0.339492% 1.591370% 7.638577% 0.169746% 0.169746% 0.594112% 0.169746% 0.594112% 0.594112% 0.594548% 0.5945468% 0.509238% 0.848731% 0.8487556% 0.848756% 0.84875
Effective Date of this Endorsement	January 1, 1988 To f	orm a part of Policy NoNF-307
Issued toSee E	ndorsement No. 1	10 -
Date of Issue <u>Mar</u>	<u>ch 1, 1988</u> For t Py	he Subscribing Companies,
Endorsement No.	15 Countersigned	by

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION /// OF /7/

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1987

It is agreed that Items 1 and 2 of Endorsement No. <u>12</u> are amended to read:

ADVANCE PREMIUM: It is agreed that the Advance
 Premium due the companies for the period designated above
 is: \$ 35,383.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$25,401.00 Return Premium: \$135,135.00.

> This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as desgnance benetics his insurance is alloyed hereunier

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Effective Date of this Endorsement	January 1, 1987 12:01 A.M. Standard Time	To form a part of Policy No NF-307
Issued to See End	prsement No. 1	
Date of Issue July	14, 1988	By General Manager
Endorsement No 16	Counters	

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Nuclear	Energy	Liability	Insuran	PAGE	112

ATTACHMENT /

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OF 171

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT CALENDAR YEAR 1989

1. <u>ADVANCE PREMIUM</u>: It is agreed that the Advance Premium due the companies for the period designated above is:

\$_____560,975,00

2. <u>STANDARD PREMIUM AND RESERVE PREMIUM</u>: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

\$ 424.016.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as desisolated horean. No Insurance is afforded hereunder.

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No. NF-307 Issued to See Endorsement No. 1 Date of Issue December 15, 1988 For the Subscribing Companies By By Countersigned by Aut. Jorized Representative Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT (

ST-HL-AE-3824 PAGE 113 OF 17/

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$124,000,000" stated in Condition 4 of this policy is amended to read "\$155,000,000."

> This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Lisbility Policy (Facility Form) as des ignated haveon. No Insurance is alforded foreunder.

John L. Outrecht, Vice President Charter American Nuclear Insurers

Effective Date of this Endorsement August 31, 1988 12:01 A.M. Standard Time	To form a part of Policy No <u>NF-307</u>
Issued to See Endorsement No. 1	
Date of Issue December 15, 1988	For the Pubscribing companies
Endorsement No18	Countersigned by James G. Russ

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT /

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1988

It is agreed that Items 1 and 2 of Endorsement No. <u>14</u> are amended to read:

ADVANCE PREMIUM: It is agreed that the Advance
 Presson due the companies for the period designated above
 is: \$ 444,423.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 335,437.00

Return Premium: \$ 122,345.00 .

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is alloyded hereunder.

C. Creek Suisin Serta V Strebelens Underwriting Amere

Effective Date of this Endorsement January 1, 1988 12:01 A.M. Standar	To form a part of Policy No <u>NF-307</u>
Issued to See Endorsement No. 1	
Date of Issue February 20, 1989	By Hron
	PRESIDENT
Endorsement No19	Countersigned by

Nuclear Energy Liability Insuranc NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATED TE 115 OF 171

ATTACHMENT /

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. ____17 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$ 715,677.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 541,590.00

Additional Premium: \$ 154,702.00 .

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy/Facility Form) as designate hereon. No instrance is allofted hereunder. John Mustroechi, Vice President Underwriting American Nuclear Insurers

Effective Date of this Endorsement January 1, 1989 12:01 A.M. Standard Time	To form a part of Policy NoNF-307
Issued to See Endorsement No. 1	
Date of Issue <u>February 20, 1989</u>	For the Subscribing Companies By
	PRESIDENT
Endorsement No 20 Countersign NE-36	ed by

Nuclear Energy Liability Insurance PAGE 116 OF 171

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT ST-HL-AE-3826

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1989

- It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the policy means the subscribing companies listed below.
 - b. The policy shall be binding on such companies only.

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and the

- c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.
- It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1989, or to the time of the termination or cancellation of the policy, if sooner.

This is to certify that true is a card or sement mumber and being made I Endorsement having the endorsement mumber and being made I and the Nurlear Energy Liability Policy (Fachy Form) as des an and the form the on the president Underweiting American Nuclear Insurers	Actna Casualty & Surety Co. Allianz Insurance Company Allstate Insurance Company American Home Assurance Co. Continental Casualty Company Continental Insurance Company Federal Insurance Company General Ins. Co. of America Hanover Insurance Company Hartford Accid. & Indemnity Co. Highlands Insurance Company Ins. Co. of North America Motors Insurance Company Frovidence Washington Ins. Co. Reliance Insurance Company Royal Ins. Co. of America St. Paul Fire & Marine Ins. Co. State Farm Fire & Casualty Co. Travelers Indemnity Company U.S. Fire Insurance Company U.S. Fire Insurance Company Note Insurance Company Royal Ins. Co. of America St. Paul Fire & Marine Ins. Co. State Farm Fire & Casualty Co. Travelers Indemnity Company U.S. Fire Insurance Company	0.345355% 1.618849% 7.770477% 0.172677% 0.604370% 0.194262% 0.518032% 3.62623% 6.007442% 0.863386% 0.518032% 0.863386% 12.889495% 2.331143% 8.633864%	
this Endorsement _	January 1, 1989	To form a part of Policy NoNF-307	
Issued toSet	12:01 A. M. Standard time e Endorsement No. 1		
Date of Issue	March 13, 1989 For By	the Sudscribing Companies,	
Endorsement No.	Countersigned by	President President Ana 9. Russy	

ATTACHMENT / ST-HL-AE- 382 6 PAGE 117 OF 171

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INCREASE OF LIMIT OF LIABILITY ENDORSEMENT

(After Prior Increase)

It is agreed that:

- The limit of the companies' liability stated in Item 4 of the declarations 1. 1 as amended by the Increase of Limit of Liability Endcrsement(s) listed below is further amended to read \$ 155,000,000.00 ; but in the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of those limits of liability including the limit of liability as amended by this endorsement is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
- The increase in the limit of liability provided by this endorsement applies 2. only with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.
- The original limit of liability stated in Item 4 of the declarations, the 3. limit(s) of liability stated in the Increase of Limit of Liability Endorsement(s) listed below and the amended limit of liability stated in paragraph 1 above shall not be cumulative; and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)

July 1, 1989

Endorsement No. (s) this is to certify that this is a true copy of the original Endorsement having the endorsement number and being made par of the Nuclear Energy Liability Policy (Facility Form) as des-ignated hereon. No Insurance is afforded hereunder.

Effective Date of this Endorsement

To form a part of Policy No _NF-307

12:01 A.M. Standard Time Issued to See Endorsement No. 1

Date of Issue July 19, 1989

For the subscribing companies

PRESIDENT

Endorsement No 22

Countersigned by

NE-12A (1/1/81)

Nuclear Energy Liability Insurance ATTACHMENT / ST-HL-AE-382 G NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION // 8 OF 17/

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 20 are amended to read:

ADVANCE PREMIUM: It is agreed that the Advance
 Premium due the companies for the period designated above
 is: \$ 744,972.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Flan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$<u>563,854.00</u>.

Additional Premium is: \$ 29,295.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afformed hereunder.

quattrocent vuclear Insurers John A America

Effective Date of this Endorsement

January 1, 1989 12:01 A.M. Standard Time To form a part of Policy No NF-307

Issued to See Endorsement No. 1

Date of Issue July 19, 1989

For	the Subscribing Companies
By_	From
	PRESIDENT
	James q. Ken

Endorsement No 23 NE-36

Countersigned by

			ENT		
ST	-HL	AE	-38.	26	
Sec.	Page 1	11	200	OF	17/

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 792,986.00

1.

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

\$ 600,344,00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Feclility Form) as des-ignited hereon. No Insurance is alforded hereunder.

Effective Date of January 1, 1990 this Endorsement To form a part of Policy No. NF+307 12:01 A.M. Standard Time

Issued to ____ See Endorsement No. 1

Date of Issue December 15, 1989

For the Subscribing Companies

General Manager

Authorized Representative

Endorsement No. 24

			ENT		
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Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

WAIVER OF DEFENSES ENDORSEMENT (Extraordinary Nuclear Occurrence)

Effective August 20, 1988, the named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

- With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to

ATTACHMENT / ST-HL-AE3826 PAGE 12 L OF 17/

- (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.
- 3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence. Insuring Agreement IV, "Application of Policy", shall not operate to bar poverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured and 'ater than twenty (20) years after the date of the extraord wary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defelse of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954 as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an actic: to recover damages because of bodily injury or property damage to which the policy applies as proof of financial protection.

5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amenable.

.inancial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

"claimant" means the person or organization actually sustaining the bodily injury or property damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

> This is to certify that this is a 'rue copy of the original Endocement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Picility Form) as designated version. No Insurance is glowing hereunder.

ATTACHMENT ST-HL-AE-3826

L.S. Creather Newcehi, Vice President Underwriting

American Noriear Insurers

this Endorsement	August 20, 1988	To forth a part of Politics No. NE. 207
	12:01 A.M. Standard time	To form a part of Policy NoNF-307
Issued to	See Endorsement No. 1	
Date of issue Fe	ebruary 16, 1990	For the Subscribing Companies
		By Chitchon
Endorsement No.	25 Cou	ntersigned by
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Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

SUPPLEMENTARY ENDORSEMENT WAIVER OF DEFENSES REACTOR CONSTRUCTION AT THE FACILITY

Effective August 20, 1988, it is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33b with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

This is to certify that this is a true copy of the original Enderscore having the endersement number and being made part of the Nuclear Energy Liability Policy (Michity Form) as des ignated the eon. No Insurance is afford in hereunder.

S. Secatico

Effective Date of this Endorsement	August 20, 1988	To form a part of Policy NoNF-307
	2:01 A. M. Standard time	in the part of forty no. <u>m-so/</u>
Issued to	See Endorsement No.	1
Date of Issue Februa	ry 16, 1990	For the Subscribing Companies, Jy President
Endorsement No. 26	Cour	tersigned by

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PAGE	124	OF	171

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Restriction of Companies Obligation to Defend, Investigate, Negotiate or Settle Any Claim or Suit (Section 170 0. of the Atomic Energy Act of 1954, as amended)

Effective August 20, 1988, it is agreed that whenever, pursuant to subsection 170 0. of the Atomic Energy Act of 1954, as amended, an appropriate U.S. District Court determines that liability from a single nuclear incident may exceed the limit of liability under the applicable limit of liability under subsection 170 e.(1) (A), (B) and (C) of the Atomic Energy Act of 1954, as amended, the companies obligations under Insuring Agreement I, to defend, investigate, negotiate or settle any claim or suit under the policy do not include any obligation that would necessitate or result in the companies incurring legal costs, including costs of initiating, prosecuting, investigating, settling, or defending claims or suits, which are not authorized for payment by a court pursuant to such subsection 170 0.

> Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy Macility Form) as des-Ad herounder. ignated hereon. No insurance is allo J.S. Quelles

this Endorsement	August 20, 1988	To form a part of Policy No. NF-307
	12:01 A.M. Standard time	
Issued to	See Endorsement No. 1	
Date of issue	ebruary 16, 1990	For the Subscribing Companies
		ByPRESIDENT
Endorsement No.	Cc.	ntersigned by

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT / ST-HL-AE- 3826 PAGE 125 OF 171

WAIVER OF DEFENSES ENDORSEMENT (Extraordinary Nuclear Occurrence)

The named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

- With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility.
 - the insureds and the companies agree to waive
 - any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence.
 - (ii) contributory negligence.
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes. whether involving the conduct of a third person, or an act of God.
 - (2) any issue or defense as to charitable or governmental immunity, and
 - (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew. or reasonably could have known. of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

- The waivers set forth in paragraph 1. above do not apply to
 - (a) bodily injury, property damage or environmental damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

NE-33c (1/1/90)

(b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law:

ST-HL-AE-3826

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- (c) any claim for punitive or exemplary damages. provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.
- The waivers set forth in paragraph 1. above shall be 3. effective only with respect to bodily injury. property damage or environmental damage to which the policy applies under its terms other than this endorsement: provided. however, that with respect to bodily injury, property damage or environmental damage resulting from an extraordinary nuclear occurrence, the provisions of COVERAGES A and C of the policy providing coverage for bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard and which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the policy period shall not operate to bar coverage for bodily injury. property damage or environmental damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured:
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended: and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to

ATTACHMENT / ST-HL-AE-3826 PAGE 127 OF 171

- Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury, property damage or environmental damage to which the policy applies as proof of financial protection.
- 5. As used herein:

1.4

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954. as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as

"claimant" means the person or organization actually sustaining the bodily injury. property damage or environmental damage and also includes his assignees. legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

> Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance

E. G

Effective Date of this Endorsement	January 1, 199	90 To form a part of Policy No. NF-307
	12:01 A. M. Standard t	time
Issued to	See Endorsemen	it No. 1
Date of Issue	February 16, 1990	By President
Endorsement No	28	Countersigned by
NE-33c (1/1/90)		Page 2 of 2

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Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

SUPPLEMENTARY ENDORSEMENT WAIVER OF DEFENSES REACTOR CONSTRUCTION AT THE FACILITY

It is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33c with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- no operating license has been issued by the Nuclear (2) Regulatory Commission with respect to the nuclear
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

of the Nuclear Emergy Lisbing Policy (policy form) as des-Ignated hereon. No Insurance is affordet hereunder. John L. Sulattrocks, Vice Presidem-Underwich

Appenden Nuclear Instaters

Effective Date of January 1, 1990 this Endorsement To form a part of Policy No. NF-307 12:01 A. M. Standard time See Endorsement No. 1 Issued to Date of Issue February 16, 1990 For th _ubseribing Companies, Providence Endorsement No. 29 Countersigned by____ NE-39c (1/1/90)

Nuclear Energy Liability Insurance ASSOCIATION

ATTACHMENT /

AMENDATORY ENDORSEMENT (Facility Form)

It is agreed that:

1.

1. INSURING AGREEMENT I is replaced by the following:

I COVERAGE A - LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as covered damages because of bodily injury or property damage, or as covered environmental cleanup costs because of environmental damage. This Coverage applies only to bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period.

The companies shall have the right and duty to defend any claim or suit against the insured alleging such injury or damage, and seeking damages or costs which are payable under the terms of this policy: but the companies may make such investigation, negotiation and settlement of the claim or suit as they deem expedient.

The companies' duty to defend shall be limited, as described in INSURING AGREEMENT IV, if the claim or suit also seeks any of the following, which in no event shall be construed as covered by this policy:

- (1) damages for on-site property damage:
- (2) recovery of on-site cleanup costs or any other cleanup costs except covered environmental cleanup costs:
- (3) performance of an insured's environmental protection obligations or on-site cleanup obligations: or
- (4) any other relief or recovery except payment of covered damages or covered environmental cleanup costs.

The companies' duty to defend claims or suits ends when the limit of their liability has been exhausted pursuant to CONDITION 3.

Subject to INSURING AGREEMENT IV. the companies shall pay. with respect to any claim or suit they defend, the costs incurred in the defense, including

- (1) costs taxed against the insured in any such suit and interest on any judgment therein:
- (2) premiums on appeal bonds and bonds to release attachments in any such suit, but without obligation to apply for or furnish such bonds:

(3) reasonable expenses, other than lose of earnings, incurred by the insured at the companies' request.

ATTACHMENT / ST-HL-AE-3826

COVERAGE B - DAMAGE TO PROPERTY OF AN INSURED AWAY FROM * THE FACILITY

With respect to property damage caused during the policy period by the nuclear energy hazard to the property of an insured which is away from the facility, to pay to such insured those sums which such insured would have been legally obligated to pay as covered damages therefor, had such property belonged to another.

COVERAGE C - SUBROGATION - OFFSITE EMPLOYEES

With respect to bodily injury caused during the policy period by the nuclear energy hazard to any employee of an insured, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period, to pay to the workmen's compensation carrier of such insured as follows:

All sums which such carrier would have been entitled to recover and retain as damages from another person or organization, had such person or organization alone been legally responsible for such bodily injury, by reason of the rights acquired by subrogation by the payment of the benefits required of such carrier under the applicable workmen's compensation or occupational disease law. An employer who is a duly qualified self-insurer under such law shall be deemed to be a workmen's compensation carrier within the meaning of this Coverage.

This Coverage does not apply to bodily injury to any person who is employed at and in connection with the facility: nor shall it constitute workmen's compensation insurance as required under the laws of any state.

2. INSURING AGREEMENT II is replaced by the following:

II DEFINITION OF INSURED

The unqualified word "insured" includes (a) the named insured and (5) any other person or organization with respect to his logal responsibility for covered damages or covered environmental cleanup costs because of bodily injury, property damage or environmental damage caused by the nuclear energy hazard.

Subdivision (b) above does not include as an insured the United States of America or any of its agencies. except the Tennessee Valley Authority.

Subject to CONDITION 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought.

ATTACHMENT/ ST-HL-AE-3826 PAGE 131_ OF 171

3. INSURING AGREEMENT III is replaced by the following:

III DEFINITIONS Wherever used in this policy:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any person.

"covered damages" means damages because of bodily injury or property damage to which this policy applies: but covered damages do not include environmental cleanup costs or on-site cleanup costs.

"covered environmental cleanup costs" means only those environmental cleanup costs which are incurred directly for monitoring, testing for, cleaning up, neutralizing or containing environmental damage as the result of an extraordinary nuclear occurrence or a transportation incident: but covered environmental cleanup costs do not include on-site cleanup costs.

"disposal site" means any structure, basin, excavation, premises or place prepared as a dump or site for the disposal of waste materials of a general nature, but which may also be used for the disposal of waste materials containing small amounts of nuclear material.

"environment" includes land, the atmosphere, and all watercourses, bodies of water and natural resources, whether on, above or below the surface of the ground.

"environmental cleanup costs" include all loss, cost or expense arising out of any governmental decree, order or directive (other than an award of covered damages in an action at law) requiring or requesting a person or organization to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination of the environment, whether the contamination is cn. above or below the surface of the ground.

"environmental damage" means contamination of the environment by nuclear material.

"environmental protection obligations" include all obligations of any person or organization

- relating to the protection of the environment from contamination or imminent danger of contamination, and
- (2) imposed by any governmental laws, regulations or ordinances.

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

ATTACHMENT / ST-HL-AE-3826

"governmental" refers to federal, state and local governments and authorities, including courts, agencies and political subdivisions thereof.

"indemnified nuclear facility" means

- (1) "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, or
- (2) any other nuclear facility.

if financial protection is required pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof. with respect to any activities or operations conducted thereat.

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material,"

- (1) to the facility from any location except an indemnified nuclear facility. but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or
- (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

"nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of nuclear material, but only if

- the nuclear material is at the facility or has been (1) discharged or dispersed therefrom without intent to relinquish possession or custody thereof to any other person or organization, or (2)
- the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico: or
 - (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within

PAGE / 32 OF 171 the territorial limits described in (a) above and there is no deviation in the course of the transportation for the purpose of going to any other country, state or nation, except for the purpose of going to or returning from a port or place of refuge as the result of an emergency.

ATTACHMENT / ST-HL-AE-3824

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters. The term "nuclear facility" also means

- any nuclear reactor. (1)(2)
 - any equipment or device designed or used for
 - separating the isotopes of uranium or plutonium, (a)
 - processing or utilizing spent fuel, or (b)
 - (c) handling, processing or packaging waste
- any equipment or device used for the processing. (3) fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- any structure, basin, excavation, premises or place (4) prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear material" means source material, special nuclear material or byproduct material.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission or a self-sustaining chain reaction or to contain a critical mass of fissionable material.

"on-site cleanup costs" include all loss, cost or expense arising out of on-site cleanup obligations.

"on-site cleanup obligations" include all obligations of any person or organization, imposed by common law or otherwise, to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination by nuclear material at the facility, whether the material is on, above or he of the surface of the ground.

"on-site property damage" includes all property damage to any property at the facility, whether the property is on, above or below the surface of the ground, other than aircraft, watercraft or vehicles licensed for highway use,

provided such aircraft, watercraft or vehicles are not used in connection with the operation of the facility.

ATTACHMENT / ST-HL-AE-3x26

"property damage" means physical injury to or destruction or radioactive contamination of property, and loss of use of property so injured. destroyed or contaminated, and loss of use of property while evacuated or withdrawn from use because possibly so contaminated or because of imminent danger of contamination.

"source material." "special nuclear material." and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in any nuclear reactor.

"the facility" means the facility described in the declarations and includes the location designated in Item 3 of the declarations and all property and operations at such location.

"transportation incident" means a discharge or dispersal of nuclear material from an insured shipment caused by collision or upset of the transporting conveyance, or an accident that breaks open, punctures or ruptures the shipping containers or containment thereon: but only if both the discharge or dispersal and the collision, upset or accident take place away from any nuclear facility and away from any disposal site, and both occur in the course of the transportation, including handling and temporary Leorage incidental thereto.

"waste" means any waste material

.

- (1) containing byproduct material and
- (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof.
- 4. INSURING AGREEMENT IV is replaced by the following and INSURING AGREEMENT IV-A added by the "Amendment of Coverage Endorsement for Workers Claims (Facility Form)" continues to apply:

IV LIMITED DEFENSE OF PARTIALLY COVERED CLAIMS OR SUITS

The following provisions apply with respect to any partially covered claim or suit for which the companies' duty to defend has been limited by INSURING AGREEMENT I:

(1) The companies will defend the claim or suit unless the companies and the first named insured mutually agree on a different defense arrangement. By making such a defense. the companies shall not be considered as having waived their rights under this policy to deny payment or reimbursement of the items not covered.

ATTACHMENT / ST-HL-AE-3826

- (2) As soon as practicable, the first named insured, acting on behalf of all insureds, and the companies shall endeavor to reach an equitable arrangement for handling the defense and sharing the costs thereof.
- (3) The companies' share of defense costs thereof. exceed the portion of the total defense costs that represents the costs which would be reasonably and necessarily incurred in the defense of the claim or suit in the absence of any claim or demand for the items not covered.
- (4) The companies shall have a right to contribution from the first named insured for all defense costs as they are incurred in excess of the amount of the companies' share, including reimbursement by the first named insured of all such excess costs paid by the companies.
- (5) If the companies and the first named insured cannot agree on the companies' share of defense costs, the dispute shall be submitted, as a condition precedent to any right of recovery on this policy, to arbitration for a final and binding resolution, as provided in Condition 19.
- 5. In EXCLUSIONS (d) and (e), and in all endorsements to this policy relating thereto, the words "bodily injery or property damage" are replaced by "bodily injury, property damage or environmental damage."
- 6. EXCLUSION (f) is replaced by the following exclusion:

[This policy does not apply:]

κ.

(f) to on-site property damage:

- 7. In CONDITION 3. and in all endorsements to this policy modifying the dollar amount of the limit of liability stated in Item 4 of the declarations, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
- 8. In CONDITION 4, and in all endorsements to this policy modifying the dollar amount of the total aggregate liability of the companies with respect to a common occurrence:
 - (a) the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage": and
 - (b) the words "bodily injury and property damage" are replaced by "bodily injury, property damage and environmental damago."

ATTACHMENTI ST-HL-AE-382 6 PAGE 136 OF 171

- 9. In CONDITIONS 5, 11, 15 and 18, and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
- 10. CONDITION 19. DECLARATIONS, is renumbered CONDITION 20.
- 11. The following CONDITION is added to the policy:
 - 19 ARBITRATION OF DISPUTES RELATING TO THE APPLICATION OF INSURING AGREEMENT IV

All such disputes subject to paragraph (5) of INSURING AGREEMENT IV shall be submitted to a Board of Arbitration (the "Board") for a final and binding resolution of the dispute.

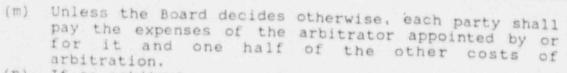
There shall be two parties to the arbitration: the first named insured, acting on behalf of all insureds as their duly authorized representative, and Nuclear Energy Liability Insurance Association, acting on behalf of the companies as their duly authorized representative.

Except to the extent the parties mutually agree otherwise, the following principles will apply:

- (a) The arbitration will take place in New York. New York, and will be governed by the laws of the State of New York.
- (b) Either party may begin the process of arbitration by giving notice to the other party in writing of its intention to de so and the name of the arbitrator
 (c) The other party is appointed.
- (c) The other party shall then appoint in writing an arbitrator. and the arbitrators shall appoint in writing an umpire before they begin the arbitration. The umpire shall act as chairman of the Board.
- (d) If a party fails to name its arbitrator within thirty (30) days of the other party's written request that it do so, the requesting party may appoint an arbitrator for the party in default.
- (e) If the two arbitrator for the party in default.
 selection of an umpire within thirty (30) days after they have both been appointed, each of them shall choice shall be made by drawing lots.
 (f) The arbitrators
- (f) The arbitrators and umpire shall be executive officers or former executive officers of insurance companies licensed to do business in the United States or of organizations designated as the first named insured under a Nuclear Energy Liability Policy issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Inderwriters: provided that the current employees of the following shall not be eligible for service without the consent of both parties:

ATTACHMENTI ST-HL-AE-3826 PAGE 1370 OF 171

- (1) any party or likely party to the underlying claim or suit:
- (2) American Nuclear Insurers, MAERP Reinsurance Association or their members: or
- (3) any other insurer or reinsurer which has casualty insurance or reinsurance in force on any of the foregoing which may be materially affected by the Board's decision.
- (g) Within thirty (30) days after the appointment of the umpire. each party shall submit its case in writing to the Board.
- (h) The Board shall determine its rules of procedure, and the nature and extent of any discovery, testimony, examination or cross-examination of witnesses and oral argument permitted. The decision of any two members of the Board shall be final and binding on all parties. All discovery, submissions of evidence, hearing of witnesses and argument shall be completed within sixty (60) days of the appointment of the umpire, provided the Board may grant one extension of thirty (30) days.
- (1) The arbitrators and the umpire are not to be bound by any strict rules of legal procedure, evidence or legal precedents. They shall, however, be governed by the terms of this policy, and shall have no power to add to or change its provisions. Subject to this admonition, they shall interpret the relevant provisions of this policy as an honorable business agreement, and shall be entitled to decide, in accordance with such provisions together with the other materials submitted to them, what they think is the fair and right thing to be done between the parties from a business point of view, without favoring the interest of either party.
- (j) The Board shall make its award in writing within thirty (30) days after the close of the period, including any extension granted, described in paragraph (h) above.
- (k) If the Board fails to make an award within the time prescribed by paragraph (j) above, then unless an extension is agreed to by the parties, a new arbitration shall be commenced and completed in accordance with the procedure set out in paragraphs (a) through (j) above.
- (1) The award of the Board signed by any two members shall be final, not subject to appeal and binding on all parties, including all insurers subscribing the policy and all insureds thereunder. The award shall be treated as a matter involving interstate commerce, and may be filed or confirmed in any court of competent jurisdiction, state or federal, and judgment thereon entered and enforced, in accordance with the law and practice of the forum.



S & 7. 7.

- If an arbitrator or umpire is unable or unwilling to (n) . act, a new arbitrator or umpire, as the case may be. shall be appointed to act in his or her place, in accordance with the provisions set forth above.
- All materials relevant to the arbitration shall be (0) submitted to the Board in triplicate and the filing party shall send simultaneously a copy thereof to the opposing party.
- This endorsement applies to all claims for damages, costs, 12. expenses or other relief or recovery for which coverage is sought under this policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

This is to certify that this is a frue copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Lability Policy (Farility Form) as designated Verson. No Innurance is efforded hereunder.

ATTACHMENT / ST-HL-AE-3826 PAGE 138 OF 17/

J. B. gerette

10

Effective Date of this Endorsement	January 1, 1990 12:01 A.M. Standard Time	To form a part of Policy NoNF-307
Issued to	See Endorsement No. 1	
Date of Issue	February 16	For the subscribing companies
		By PRESIDENT
Endorsement No	30	Countersigned by
HE-71 (1/1/90)		

ATTACHMENT/ ST-HL-AE-3826 PAGE 139 OF 171

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1990

- 1. It is agreed that with respect to bodily injury, property damage or environmental ? damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - The word "companies" wherever used in the policy means the subscribing a . companies listed below.
 - b. The policy shall be binding on such companies only.

This Endo

Each such company shall be liable for its proportion of any obligation C. assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage as designated below.

It is agreed that the effective period of this endorsement is from the beginning 2. of the effective date of this endorsement stated below to the close of December 31, 1990, or to the time of the termination or cancellation of the policy, if Demg is to certify that this is a true copy of the original sooner.

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the original between the original between the seconder evender.	Allianz Insurance Company	1.515634%	
	Allstate Insurance Company	5.535510%	
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E S And	Continental Casualty Company	5.341750%	
ERERINS	Continental Insurance Company	10.333870%	
CODA CODA	Federal Insurance Company	2.755699%	
TE GELOR	General Ins. Co. of America	1.722312%	
Police Free	Hanover Insurance Company	0.595059%	
V	Hartford Fire Insurance Co.	10.333870%	
# 5 A 1 * 6	Highlands Insurance Company	0.344462%	
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	Universal Underwriters Ins. Co.	0.172231%	
	Zurich Insurance Company	1,420907%	
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Effective Date of			
this Endorsement	January 1, 1990 T	o form a part of Dolla	NE-307
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	12:01 A. M. Standard time		
Issued to See E	ndorsement No. 1		
ACCORD CO MANAGEMENT		The second state of the subscription of the state of the second st	
		~	

Date of Issue April 1, 1990	For the Subscribing Companies,
	By Uhrite Romanne
Endo:sement No. 31 Countersig	ned by

Nuclear Energy Liability Insurance ST-HL-AE-3826 PAGE 140 OF NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 23 are amended to read:

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$728,989.00

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$551,707.00

Return Premium: \$15,983.00 to carley that this is a true copy of the original Endorsceners bassing the endorscenent number and being made part of the Myclear Energy Liability Policy (Fallity Form) as designeteu Areon. No Insurance is gjorden hereunder. A. S. Seella A John L. Quantecriti, Vice President-Underwriting Amarican Nuclear Insurers

ATTACHMENT /

Effective Date of this EndorsementJanuary 1, 1989 12:01 A.M. S	To form a part of Policy No <u>NF-307</u>
Issued to See Endorsement No. 1	
Date of Issue May 7, 1990	By Hormanies
Endorsement No32 NE-36	PRESIDENT Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

- 1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$625,239.00
- 2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$472,857.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated housen. No insurance is afforded versunder.

John L. Quarterochi, Vice President-Unsterwriting

American Nuclear Insurem

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Policy No. NF-0307

ATTACHMENT/ ST-HL-AE-3828

PAGE 141 OF 171

Issued to: See Endorsement No. 1

Date of Issue:

December 11, 1990

For the subscribing companies BY A.I 5 11 Pres Idell Counter

HOWARD WARREN MARSH

Endorsement No: 33

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

It is agreed that Items 1 and 2 of Endorsement No. 24 are amended to read:

- 1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$729,241.00
- 2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$551,898.00

RETURN PREMIUM: \$63,745.00

This is to certify that this is a true copy of the original Endorcement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is alforded hereunder.

5. Oceatic Arocchi, Vice Pre

Effective Date of this Endorsement: January 1, 1990 (12:01 A.M. Standard Time)

To form a part of Policy No. NF-0307

ST-HL-AE- 3826

PAGE 149

OF 171

Date of Issue: January 16, 1991

For the subecribing companies BY reside Countersigned

HOWARD WARREN MARSH

Endorsement No: 34

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ATTACHMENT (

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CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1991

- 1. It is agreed that with respect to bodily injury, property damage or environmental damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - The word "companies" wherever used in the policy means the subscribing a., companies listed below.
 - b. The policy shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury, property damage or environmental damage as designated below.
- It is agreed that the effective period of this endorsement is from the beginning 2. of the effective date of this endorsement stated below to the close of December 31, 1991, or to the time of the termination or cancellation of the policy, if sooner.

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	Aetna Casualty & Surety Co.	12.360226%	9
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	Allstate Insurance Company	5.296769%	ETO
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	Federal Insurance Company	2.636848%	AFSTO.
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	Maryland Casualty Company	2.801651%	
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	Ohio Casualty Insurance Co.	0.164803%	E INE E DI
	Reliance Insurance Company	0.494409%	1 2 5 BY 8
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	St. Paul Fire & Marine Ins. Co.	5.733498%	A ST SLA
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Effective Date of			1-11 0 2 -4 4
this Endorsement	January 1, 1991	To form a part of Policy No.	NF-307
	12:01 A. M. Standard time		the second s
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Issued to Sie	Endorsement No. 1		
TRACT CO	ATTAVE & FUNCTION STORE		
		1	
Date of Issue	April 1, 1991 For t	he Subscribing Companies,	
		N P 1 0 C D	Changesterment.
	By	10 many 1 To	
		comments for any the second	and a second s

President

Endorsement No. 35 Countersigned by

ATTACHMENT/ ST-HL-AE-3826 PAGE 144 OF 171

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

INDUSTRY RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT

- It is agreed that:
- 1. DEFINITIONS

With reference to the premium for the Certificate of which this endorsement forms a part:

"Master Worker Policy" means the Master Worker Policy issued by MAELU;

"Certificate Holder" means the first Named Insured in a Certificate issued to form a part of the Master Worker Policy;

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Retrospective Rating Plan), premiums and minimum premiums applicable to this insurance. Standard premium includes elements for premium taxes, expenses, profit and contingencies, guaranteed cost insurance and estimated reserve premium. The elements of standard premium, other than for premium taxes and estimated reserve premium, are not subject to retrospective adjustment;

"reserve premium" means that portion of the premium for a Certificate (including reserve premium charges paid) that is specifically allocated under the Industry Retrospective Rating Plan for ratable incurred losses;

"industry reserve premium", for any period, is the sum of the reserve premiums for that period for all Certificates issued to form a part of the Master Worker Policy;

"retrospective adjustment ratio", for any period, is the ratio of the reserve premium for this Cert: icate for that period to the industry reserve premium for the same period;

"incurred losses" means the sum of all:

- (1) losses and expenses paid by MAELU, and
- (2) reserves for losses and expenses as estimated by MAELU,

because of obligations assumed and expenses incurred in connection with such obligations by the members of MAELU under the Master Worker Policy;

ATTACHMENT ! ST-HL-AE- 3826

PAGE 145 OF 171

"ratable incurred losses" means 95% of incurred losses. Ratable incurred losses are the portion of incurred losses which are not covered by the guaranteed cost insurance element of standard premiums;

"non-ratable incurred losses" means 5% of incurred losses. Non-ratable incurred losses are the portion of incurred losses which are covered by the guaranteed cost insurance element of standard premiums;

"reserve for refunds", as of any date, is the algebraic difference between:

- all industry reserve premium for the period from January 1, 1988 through such date, minus
- (2) the total for the same period of (a) all ratable incurred losses and (b) all industry reserve premium refunds made under the Industry Retrospective Rating Plan by members of MAELU;

"industry reserve premium charge", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for payment by the Named Insureds under Certificates;

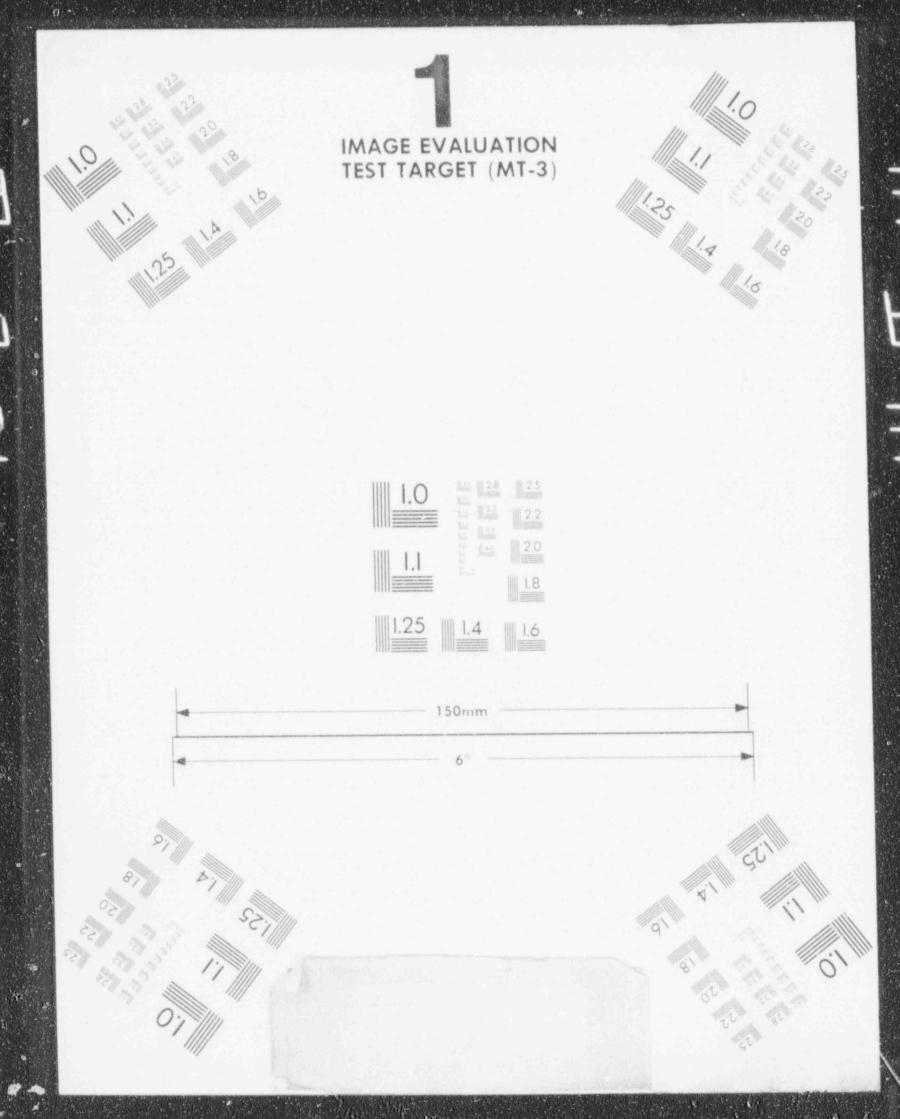
"reserve premium charge" means the portion of an industry reserve premium charge payable by the Named Insureds under this Certificate;

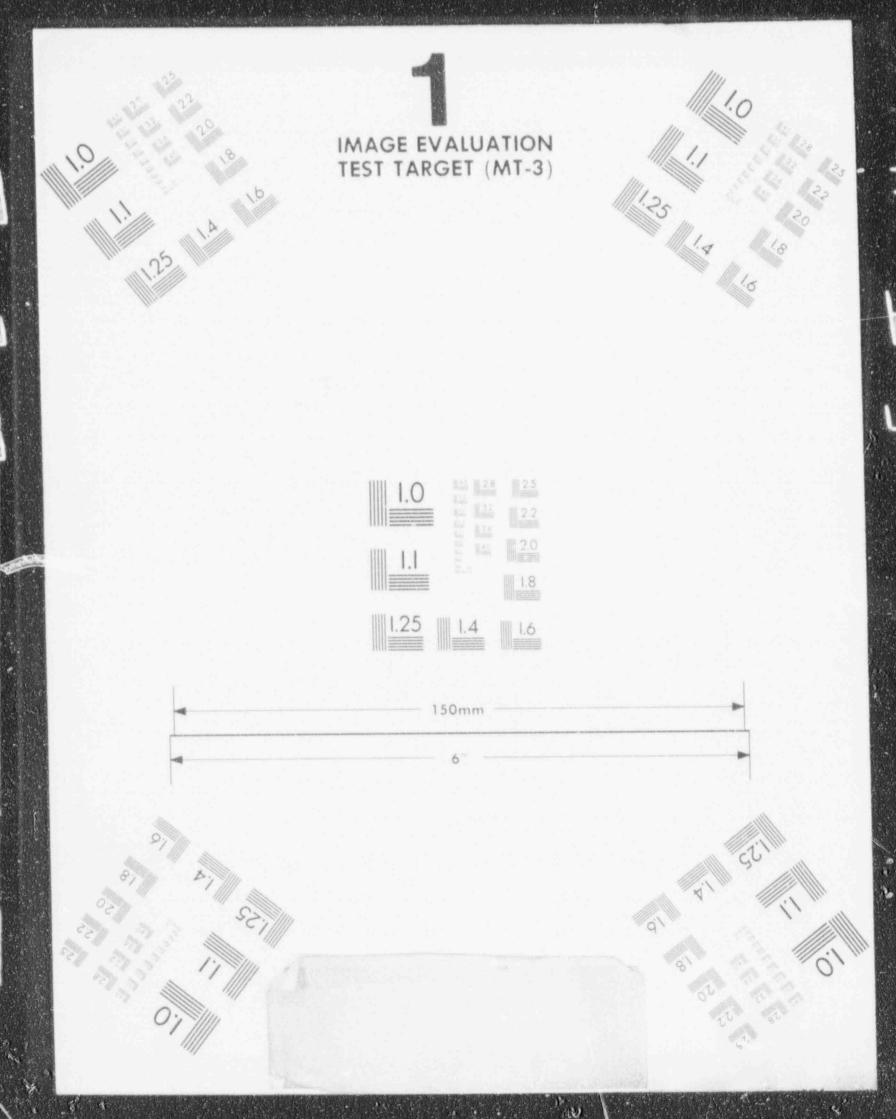
"industry reserve premium refund", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for return to the Named Insureds under Certificates;

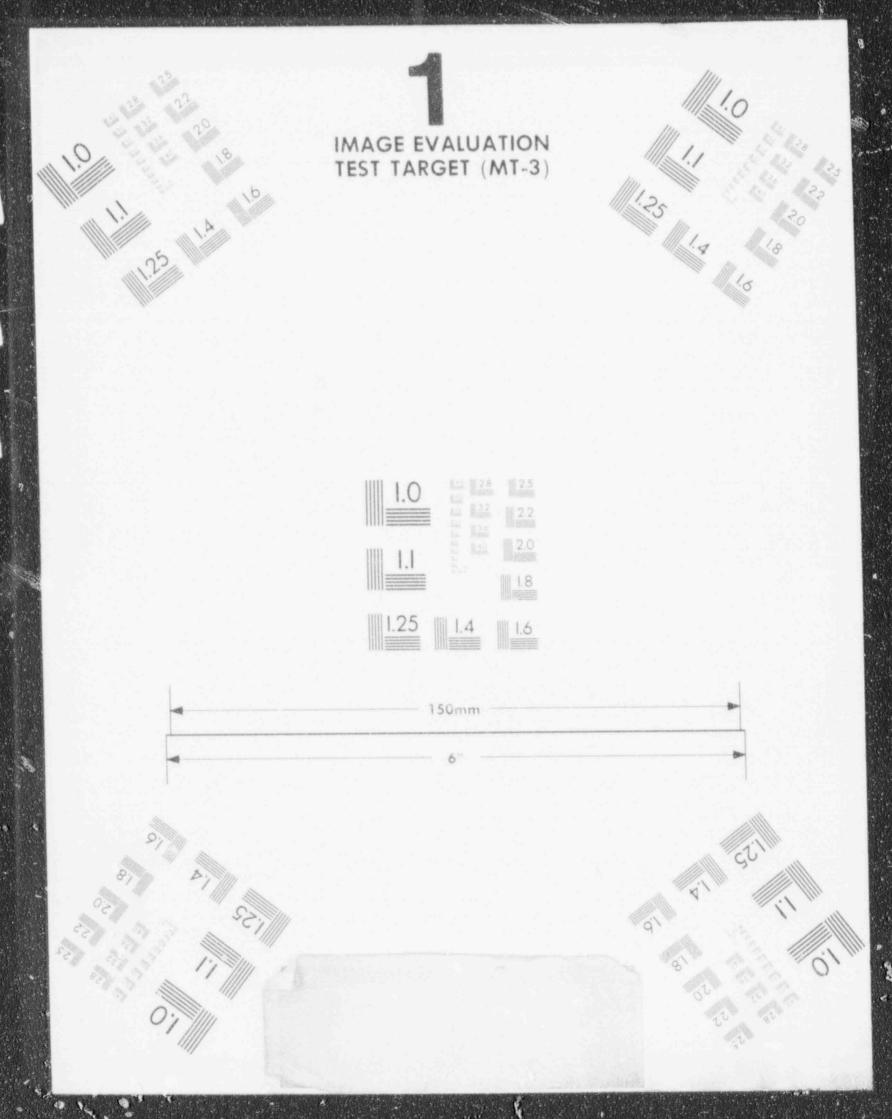
"reserve premium refund" means the portion of an industry reserve premium refund returnable to the Named Insureds under this Certificate.

2. PAYMENT OF ADVANCE AND STANDARD PREMIUMS

The Named Insureds shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this Certificate through December 31 following. Thereafter, at the beginning of each calendar year while this Certificate is in force, the Named Insureds shall pay the advance premium for such year to the companies.







The advance premium for each calendar year shall be stated in the Advance and Standard Premium Endorsement for the year issued by the companies as soon as practicable prior to or after the beginning of the year.

ATTACHMENT / ST-HL-AE-3924

PAGE 14 6 OF 171

As soon as practicable after the end of a calendar year or the Certificate Coverage Period, the standard premium for the preceding year shall be finally determined and stated in the Advance and Standard Premium Endorsement for that year. If the standard premium exceeds the advance premium paid for that year, the Named Insureds shall pay the excess to the companies; if less, the companies shall return to the Named Insureds the excess portion paid.

The Named Insureds shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the Certificate Coverage Period and at such other times as the companies may direct.

3. SPECIAL RESERVE ACCOUNT; USE OF RESERVE PREMIUMS

MAELU shall maintain on behalf of its members a Special Reserve Account for holding collectively all reserve premiums paid for all Certificates issued to form a part of the Master Worker Policy. Such premiums, together with any undistributed net income realized thereon after taxes and investment expenses, shall be used for the following purposes only:

- (1) to pay ratable incurred losses or, in the event ratable incurred losses are paid under the Master Worker Policy from funds advanced by the members of MAELU subscribing the policy, to reimburse such members as a matter of first priority for the funds advanced;
- (2) to refund any amounts so held to the Named Insureds, as provided in Section 4.

No members of MAELU and no Named Insureds shall have any individual interest in or claim upon amounts held in the Special Reserve Account, except to participate proportionally in any refund or reimbursement provided for above.

All reserve premiums paid or payable for this Certificate may be used by MAELU to discharge the obligations of its members under the Master Worker Policy with respect to the above purposes and arising out of claims made under any Certificate issued to form a part of the Master Worker Policy.

4. PAYMENT OF RESERVE PREMIUM CHARGES AND REFUNDS

As soon as practicable after each December 31 the companies will review the status of the reserve for refunds and report their findings to all Certificate Holders.

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If, at any time, the companies find that there is a negative balance in the reserve for refunds and that such condition is likely to prevail, they shall determine an appropriate industry reserve premium charge. Similarly, if the companies find that there is a surplus positive balance, they shall determine an appropriate industry reserve premium refund.

The portion of an industry reserve premium charge or an industry reserve premium refund that is:

(1) payable by the Named Insureds as a reserve premium charge, or

(2) due such insureds as a reserve premium refund,

shall be determined by multiplying the industry reserve premium charge or the industry reserve premium refund by the retrospective adjustment ratio applicable to this Certificate.

The amount of any reserve premium charge shall be stated in a Retrospective Reserve Premium Charge Endorsement. The charge shall be paid promptly after receipt of the endorsement.

When all claims covered by the Master Worker Policy are closed the companies shall make a final review and report, and shall determine a final industry reserve premium charge or industry reserve premium refund equal to the amount of the balance.

5. FINAL PREMIUM

The final premium for this Certificate shall be (a) the sum of the standard premiums for each calendar year, or portion thereof, during which the Certificate remains in force plus (b) the sum of all reserve premiums, including all reserve premium charges, minus (c) the sum of all reserve premium refunds.

6. RESERVE PREMIUM CHARGE AGREEMENT

In consideration of (a) the participation of Named Insureds in other Certificates subject to the Industry Retrospective Rating Plan, (b) the undertaking of such Named Insureds to pay their appropriate share of any industry reserve premium charge and (c) the obligations assumed by the members of MAELU under the Master Worker Policy, the Named Insureds, by acceptance of the Master Worker Policy, agree:

ATTACHMENT / ST-HL-AE- 孝之公

PAGE 148 OF 171

- (1) That the insurance provided by the Master Worker Policy applies collectively to all claims covered by the policy through any and all Certificates issued to form a part of the policy.
- (2) That the right of each Named Insured under a Certificate to receive reserve premium refunds and the obligation of each such insured to pay reserve premiums charges applies to all claims covered by the Master Worker Policy and continues until all such claims are closed, whether or not such claims were before the inception of the Certificate or after its termination.
- (3) To pay all reserve premium charges due promptly after receipt of the Retrospective Reserve Premium Charge Endorsement, whether or not the Certificate is terminated. Any reserve premium charge shall be overdue if not paid within 60 days of the date of the invoice for the charge.

Overdue reserve premium charges shall bear interest from the due date until paid at an annual rate equal to the sum of (a) 3% plus (b) a rate of interest equal to Moody's Average Public Utility Bond Yield described in the issue of Moody's Bond Survey current on the due date. Any reserve premium refund due to Named Insureds under a Certificate shall be used to pay any overdue reserve premium charges to such Named Insureds.

7. RESERVE PREMIUM REFUND AGREEMENT

Each member of MAELU subscribing the Master Worker Policy for any calendar year, or portion thereof, with respect to which an industry reserve premium refund is determined to be payable thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under the Master Worker Policy for that calendar year, to return promptly to the Named Insureds that portion of such refund due such Insureds, as determined in accordance with the provisions of this endorsement.

Page 6 ATTACHMENT / ST-HL-AE-3826 PAGE 149 OF 171

Accepted and agreed by the first Named Insured in behalf of itself and every other Named Insured stated in the Declarations of the Certificate of which this endorsement forms a part.

HOUSTON LIGHTING & POWER COMPANY

Date Nov. 30, 1987 By H Galdlen (Signature of Authorized Officer)

> J. H. Goldberg, Group Vice President-Nuclear (Print or Type Name and Title of Officer)

Autorian Policy Building Workers Bungue. hor B. Serentiand Underwriting Jahn American Noolear Insurers

Effective Date of <u>February 1, 1988</u> <u>12:01 A.M. Standard Time</u> Issued to <u>See Endorsement No. 1</u> Date of Issue <u>October 19, 1987</u> For the Subscribing Companies <u>MUTUAL AYOMIC ENERGY LIABILITY UNDERWRITERS</u> <u>By</u> Endorsement No. <u>1</u> Countersigned by <u>Manage Museu</u> <u>Authorized Representative</u>

Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ATTACHMENT/ ST-HL-AE-3826 PAGE 150 OF 171

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1988

AOVANCE PREMIUM: It is agreed that the Advance Premium 4.4 due the companies for the period designated above is:

\$ 4,837.00

STANDARD PREMIUM AND RESERVE PREMIUM: In the absence 2. of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the industry Retrospective Rating Plan, the Standard Promium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

This is to certify that this is a frue copy of the product indercoment \$ 3,870.00 having the endominient number and being a state of the Certificate of insurance he, we the number designated horson for insurance coverage under the Nuclear Energy/Liability Policy (Facility Workers Form No Insurance a stunded be eunder. ti Poio S Prestonn Underwriting

John Guattrocche Vica P American Nuclear Insurara

Effective Date of To form a part of Certificate No. MW-100 February 1, 1988 this Endorsement 12:01 A.M. Standard Time

Issued to Houston Lighting & Power Company, et al

Date of Issue April 6, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS By Countersigned by

ME-W-2 (1/1/88)

Endorsement No. 2

Nuclear Energy Liability Insurance PAGE 151 OF 171

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1988

- It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard.
 - a. The word "companies" wherever used in the policy means the subscribing companies listed below.
 - b. The policy shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage.
- 2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the policy, if sooner.

SUBSCRIBING COMPANIES

PROPORTION OF 100%

ATTACHMENT / ST-HL-AE-3826

Liberty In	surance C	Corporation		50%
American M	otorists	Insurance	Company	50%

This is to certify that this is a true copy of the second Contaitement having the endorsement number and being much for the Certificate of Insurance bearing the number designated nation for insurance covering under the Nuclear Energy Liability Policy (Facility Workers Form No Insurance alloyed by eunder. John Ouethoocht Vice President Underwriting American Nuclear Insurers

Effective Date of this Endorsement February 1, 1988 To form a part of Certificate No. MW-100 12:01 A.M. Standard Time Issued to Houston Lighting & Power Company, et al

Date of Issue April 6, 1988

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS 3 By 4 ames Masor Countersigned by Authorized Representative

Endorsement No. 3

NUCLEAR ENERGY LIABILITY INSURANCEGE 152 OF 171

ATTACHMENT /

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT - TEXAS

It is agreed that with respect to this Certificate, Section VI POLICY PERIOD; DISCOVERY PERIOD; APPLICATION OF POLICY, B. Discovery Period is amended to read:

B. Discovery Period

The discovery period for claims made under this policy begins at 12:01 a.m. on February 1, 1988 and ends at the close of December 31, 1997, Eastern Standard Time.

Notice - Policy (Eaconty Workers second he Fine President Inderwriting

Effective Date of this Endorsement February 1, 198	B To form a part of Certificate No MW-100
Issued to Houston Lighting & Powe	r Company, et al
Date of Issue June 14, 1988	
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
	By + B. Quetter
Endorsement No. 4	Countersigned by
ME-W-10 (1/1/88)	Authorized Representative

PAGE 15 3 OF 17/ MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AT FACHMENT! ST-HL-AE-3826

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 5,197.00

2 STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan. the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

This is to certify that this is a true copy of the original Endorsement \$ 4,158,00 having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insultance is attorded herounder

John L. Querro Minsurers

Effective Date of January 1, 1989 To form a part of Certificate No. MW-100 this Endorsement 12:01 A.M. Standard Time

Issued to Houston Lighting & Power Company

December 15, 1988 Date of Issue

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

5

ME-W-2

ATTACHMENT / ST-HL-AE-3826 PAGE 154 OF 171

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT (FACILITY WORKER FORM) CALENDAR YEAR 1989

- It is agreed that with respect to bodily injury or property damage caused, during 1. the effective period of this endorsement, by the nuclear energy hazard:
 - The word "companies" wherever used in the Certificate means the subscribing a. companies listed below.
 - The Certificate shall be binding on such companies only. b.

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Policy 4

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Each such company shall be liable for its proportion, as designated below. C. of any obligation assumed or expense incurred under the Certificate because of such bodily injury or property damage.

2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the Certificate, if sooner.

iclear Insurers	Liberty Insurance Company 33.333% American Motorists Insurance Company 33.333% Arkwright Insurance Company 33.333% TX-89	
Unon Wurden Wurd		
Endorsement	January 1, 1989 To form a part of Policy No. <u>MW</u> 12:01 A.M. Standard time	- 1
ed to Hou	ston Lighting & Power Company	

For the Subscribing Companies March 13, 1989 Date of issue

UNDERWRITERS MUTUAL ATOMIC ENERGY LIABILITY

6 Countersigned by Endorsement No.

ATTACHMENT / ST-HL-AE-3826 PAGE 155 OF 11/

ADVANCE PREMIUM AND STÄNDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Itoms 1 and 2 or Endorsement No. 5

1. <u>ADVANCE PREMIUM</u>: It is agreed that the Advance Premium due the comparies for the period designated above is:

\$ 5,019.00

you of the Certificate

Facility Workers

Mnderwriting

Endorsement

This is to certify that this is a true

having

2. <u>STANDARD PREMIUM AND RESERVE PREMIUM</u>: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

S 4,015.00

Return Premium: \$179.00

Effective Date of this Enforcement January 1, 1989 To form a part of Certificate No. <u>MW-100</u> 12:01 A.M. Standard Time

Date of Issue August 11, 1989	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWEITERS
	By 1. 2. Quetter
Endorsement No. 7	Countersigned by

Authorized Representative

ATTACHMENTI ST-HL-AE-382 6

PAGE 156 OF 171

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1990

 <u>ADVANCE PREMIUM</u>: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 5,197.00

 <u>STANDARD PREMIUM AND RESERVE PREMIUM</u>: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

\$ 4,158.00 This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated nereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No Insurance is attended hereander.

Presidet-Underwriting American Nuclear Insurers

Effective Date of January 1, 1990 To form a part of Certificate No. <u>MW-100</u> 12:01 A.M. Standard Time

Issued to Houston Lighting & Power Company

Date of Issue ... December 15, 1989

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 8

Countersigned by

ME-W-2

ST-HL-AE-3828 PAGE 157 OF 171	1		ME	VT I			
		T-HL-	AE-3	82	8		
						17	1

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT (FACILITY WORKER FORM) CALENDAR YEAR 1990

- It is agreed that with respect to bodily injury caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the Certificate means the subscribing companies listed below.
 - b. The Certificate shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the Certificate because of such bodily injury.
- 2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And In Their Proportionate Liability Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the Certificate, if sooner.

America	n Motorists Insurance Company	33.33%
Arkwrig	ht Insurance Company	33.33%
Liberty	Insurance Corporation	33.34%

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Hautanea bearing the number designated hereon for insurance coverage under the huicher Energy Liability Policy (Facility Workers Four the insurance is storight become for the insurance is storight become for the insurance is storight become when the Nuclear Insurers

Effective Date of this Endorsement	January 1, 1990 To fo 12:01 A.M. Standard time	orm a part of Certificate No. <u>MW-100</u>
Issued to Hous	ton Lighting & Power Co	npany
Date of issue	М	For the Subscribing Companies NUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
Endorsement No. 9		2

NUCLEAR ENERGY LIABILITY INSURANCE MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

- ADVANCE PREMIUM: It is agreed that the Advance Fremium due the companies for the period designated above is: \$5.197.00
- 2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: \$4,158.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being nucles part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No Insurance is afforded forwander:

John L. Quartropchi, Vice President-Underwriting American Nuclear Insurers

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. MW-0100

ST-HL-AE-2826

PAGE 158 OF 171

Issued to: Houston Lighting & Power Company

Date of Issue:

Endorsement No: 10

November 29, 1990

For the subscribing companies BV Counte signe

HOWARD WARREN MARSH

ME-W-2

ATTACHMENT ST-HL-AE-3826

PAGE 159 OF 17/

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDORSEMENT (FACILITY WORKER FORM) CALENDAR YEAR 1991

- It is agreed that with respect to bodily injury caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the Certificate means the subscribing companies listed below.
 - b. The Certificate shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion, as designated below, of any obligation assumed or expense incurred under the Certificate because of such bodily injury.
- 2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the effective date that another "Changes In Subscribing Companies And Their Proportionate Liability of Endorsement" changes the Companies and/or their proportions as listed in this endorsement, or to the time of the termination or cancellation of the Certificate, if sooner.

American Motorists Insurance Company	33.33%
Arkwright Insurance Company	33.33%
Liberty Insurance Corporation	33.34%

	ary 1, 1991 To form a .M. Standard time	a part of Certifica	te No. 1 4 0 0 1 1 100
Issued to <u>Houston Ligh</u>	nting & Power Company		
Date of issue April 1	1, 1991	For the Subscr	ibing Companies
	By	5. B. Seath	-th
Endorsement No11	_ Countersigned by		

ATTACHMENT ST-HL-AE-3826 PAGE 160 OF 171

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INDUSTRY RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT

- It is agreed that:
- 1. DEFINITIONS

With reference to the premium for the Certificate of which this endorsement forms a part:

"Master Worker Policy" means the Master Worker Policy issued by NELIA;

"Certificate Holder" means the first Named Insured in a Certificate issued to form a part of the Master Worker Policy;

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Retrospective Rating Plan), premiums and minimum premiums applicable to this insurance. Standard premium includes elements for premium taxes, expenses, profit and contingencies, guaranteed cost insurance and estimated reserve premium. The elements of standard premium, other than for premium taxes and estimated reserve premium, are not subject to retrospective adjustment;

"reserve premium" means that portion of the premium for a Certificate (including reserve premium charges paid) that is specifically allocated under the Industry Retrospective Rating Plan for ratable incurred losses;

"industry reserve premium", for any period, is the sum of the reserve premiums for that period for all Certificates issued to form a part of the Master Worker Policy;

"retrospective adjustment ratio", for any period, is the ratio of the reserve premium for this Certificate for that period to the industry reserve premium for the same period;

"incurred losses" means the sum of all:

- (1) losses and expenses paid by NELIA, and
- (2) reserves for losses and expenses as estimated by NELIA,

because of obligations assumed and expenses incurred in connection with such obligations by the members of NELIA under the Master Worker Policy;

ATTACHMENT / ST-HL-AE- 3826 PAGE 167 OF171

"ratable incurred losses" means 95% of incurred losses. Ratable incurred losses are the portion of incurred losses which are not covered by the guaranteed cost insurance element of standard premiums;

"non-ratable incurred losses" means 5% of incurred losses. Non-ratable incurred losses are the portion of incurred losses which are covered by the guaranteed cost insurance element of standard premiums;

"reserve for refunds", as of any date, is the algebraic difference between:

- (1) all industry reserve premium for the period from January 1, 1988 through such date, minus
- (2) the total for the same period of (a) all ratable incurred losses and (b) all industry reserve premium refunds made under the Industry Retrospective Rating Plan by members of NELIA;

"industry reserve premium charge", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for payment by the Named Insureds under Certificates;

"reserve premium charge" means the portion of an industry reserve premium charge payable by the Named Insureds under this Certificate;

"industry reserve premium refund", for any period, means the amount determined pursuant to the provisions of Section 4 of this endorsement for return to the Named Insureds under Certificates;

"reserve premium refund" means the portion of an industry reserve premium refund returnable to the Named Insureds under this Certificate.

2. PAYMENT OF ADVANCE AND STANDARD PREMIUMS

The Named Insureds shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this Certificate through December 31 following. Thereafter, at the beginning of each calendar year while this Certificate is in force, the Named Insureds shall pay the advance premium for such year to the companies.

The advance premium for each calendar year shall be stated in the Advance and Standard Premium Endorsement for the year issued by the companies as soon as practicable prior to or after the beginning of the year.

ATTACHMENTI ST-HL-AE-3826 PAGE 163 OF 171

As soon as practicable after the end of a calendar year or the Certificate Coverage Period, the standard premium for the preceding year shall be finally determined and stated in the Advance and Standard Premium Endorsement for that year. If the standard premium exceeds the advance premium paid for that year, the Named Insureds shall pay the excess to the companies; if less, the companies shall return to the Named Insureds the excess portion paid.

The Named Insureds shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the Certificate Coverage Period and at such other times as the companies may direct.

3. SPECIAL RESERVE ACCOUNT; USE OF RESERVE PREMIUMS

NELIA shall maintain on behalf of its members a Special Reserve Account for holding collectively all reserve premiums paid for all Certificates issued to form a part of the Master Worker Policy. Such premiums, together with any undistributed net income realized thereon after taxes and investment expenses, shall be used for the following purposes only:

- (1) to pay ratable incurred losses or, in the event ratable incurred losses are paid under the Master Worker Policy from funds advanced by the members of NELIA subscribing the policy, to reimburse such members as a matter of first priority for the funds advanced;
- (2) to refund any amounts so held to the Named Insureds, as provided in Section 4.

No members of NELIA and no Named Insureds shall have any individual interest in or claim upon amounts held in the Special Reserve Account, except to participate proportionally in any refund or reimbursement provided for above.

All reserve premiums paid or payable for this Certificate may be used by NELIA to discharge the obligations of its members under the Master Worker Policy with respect to the above purposes and arising out of claims made under any Certificate issued to form a part of the Master Worker Policy.

4. PAYMENT OF RESERVE PREMIUM CHARGES AND REFUNDS

As soon as practicable after each December 31 the companies will review the status of the reserve for refunds and report their findings to all Certificate Holders.

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If, at any time, the companies find that there is a negative balance in the reserve for refunds and that such condition is likely to prevail, they shall determine an appropriate industry reserve premium charge. Similarly, if the companies find that there is a surplus positive balance, they shall determine an appropriate industry reserve premium refund.

The portion of an industry reserve premium charge or an industry reserve premium refund that is:

(1) payable by the Named Insureds as a reserve premium charge, or

(2) due such insureds as a reserve premium refund,

shall be determined by multiplying the industry reserve premium charge or the industry reserve premium refund by the retrospective adjustment ratio applicable to this Certificate.

The amount of any reserve premium charge shall be stated in a Retrospective Reserve Premium Charge Endorsement. The charge shall be paid promptly after receipt of the endorsement.

When all claims covered by the Master Worker Policy are closed the companies shall make a final review and report, and shall determine a final industry reserve premium charge or industry reserve premium refund equal to the amount of the balance.

5. FINAL PREMIUM

The final premium for this Certificate shall be (a) the sum of the standard premiums for each calendar year, or portion thereof, during which the Certificate remains in force plus (b) the sum of all reserve premiums, including all reserve premium charges, minus (c) the sum of all reserve premium refunds.

6. RESERVE PREMIUM CHARGE AGREEMENT

In consideration of (a) the participation of Named Insureds in other Certificates subject to the Industry Retrospective Rating Plan, (b) the undertaking of such Named Insureds to pay their appropriate share of any industry reserve premium charge and (c) the obligations assumed by the members of NELIA under the Master Worker Policy, the Named Insureds, by acceptance of the Master Worker Policy, agree:

ATTACHMENT / ST-HL-AE-3826 PAGE 164 OF 11/

- (1) That the insurance provided by the Master Worker Policy applies collectively to all claims covered by the policy through any and all Certificates issued to form a part of the policy.
- (2) That the right of each Named Insured under a Certificate to receive reserve premium refunds and the obligation of each such insured to pay reserve premiums charges applies to all claims covered by the Master Worker Policy and continues until all such claims are closed, whether or not such claims were before the inception of the Certificate or after its termination.
- (3) To pay all reserve premium charges due promptly after receipt of the Retrospective Reserve Premium Charge Endorsement, whether or not the Certificate is terminated. Any reserve premium charge shall be overdue if not paid within 60 days of the date of the invoice for the charge.

Overdue reserve premium charges shall bear interest from the due date until paid at an annual rate equal to the sum of (a) 3% plus (b) a rate of interest equal to Moody's Average Public Utility Bond Yield described in the issue of Moody's Bond Survey current on the due date. Any reserve premium refund due to Named Insureds under a Certificate shall be used to pay any overdue reserve premium charges to such Named Insureds.

7. RESERVE PREMIUM REFUND AGREEMENT

Each member of NELIA subscribing the Master Worker Policy for any calendar year, or portion thereof, with respect to which an industry reserve premium refund is determined to be payable thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under the Master Worker Policy for that calendar year, to return promptly to the Named Insureds that portion of such refund due such Insureds, as determined in accordance with the provisions of this endorsement. Accepted and agreed by the first Named Insured in behalf of itself and every other Named Insured stated in the Declarations of the Certificate of which this endorsement forms a part.

	HOUSTON LIGHTING & POWER COMPANY
	(First Named Insured - Print or Type)
Date Nov. 30, 1987 39	Ad Addberg (Signature of Authorized Officer)
	J. H. Goldberg, Group Vice President-Nuclear
	(Print or Type Name and Title of Officer)

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form) No Insurance is afforded hereunder.

- S. Section Aunderwriting Americal Nuclear Insurers

Effective Date of this Endorsement February 1, 1988 12:01 A.M. Standard Time	To form a part of of Certificate No. <u>NW-199</u>
Issued to See Endorsement No. 1 Date of Issue October 19, 1987	For the posseribing companies
Date of 198000 of the	By General Manager
Endorsement NoCoun	cersigned by James & Ressi-
NE-W-1 (1/1/83)	

ATTACHMENTI ST-HL-AE-3824 PAGE 166 OF 171

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

		ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
ndorsement the Certificate tsurance ty Workers		CALENDAR YEAR 1988
ficinal Endorsement part of the Certific on for insurance y (Facility Workers	1.	ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:
of the pure price of the price the here the here the here ity Policient.		\$ 16,663.00
This is to certify that this is a true copy thaving the endorsement number and bein of Insurance bearing the number designation of Insurance bearing the number designation coverage under the Nuclear Energy Liabil Form) No Incurance is allorded hereunde form No Incurance is allorded hereunde form Nuclear Insurence to the the Nuclear American Nuclear Insurence to the the Nuclear Insurence American Nuclear Insurence to the the Nuclear Insurence American Nuclear Insurence to the Nuclear Insurence American Nuclear Insurence to the the Nuclear Insurence American Nuclear Insurence to the Nuclear Insurence American Nuclear Insurence to the the Nuclear Insurence American Nuclear Insurence to the Nuclear Insurence to the Nuclear Insurence American Nuclear Insurence to the Nuclear Insurence American Nuclear Insurence to the N	2.	STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Indus- try Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:
This is to certify having the cridor of Insurance bea coverage under 1 Form) No Incura John No Incura		\$ <u>13,330.00</u> .
Effective Date this Endorsement Issued to Hous	C	February 1, 1988 To form a part of Certificate No. NW-199 12:01 A.M. Standard Time ighting & Power Company, et al
Date of Issue		C 1000
Jace of 1350e	10111	b, 1988 For the Subarribing Companies
		PRESIDENT
Endorsement No.		2 Countersigned by James 9 Mosse
NE-W-2 (1/1/88)	

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT - TEXAS

It is agreed that with respect to this Certificate, Section VI POLICY PERIOD; DISCOVERY PERIOD; APPLICATION OF POLICY, B. Discovery Period is amended to read:

B. Discovery Period

The discovery period for claims made under this policy begins at 12:01 a.m. on February 1, 1988 and ends at the close of December 31, 1997, castern Standard Time.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of insurance bearing the number designated hereon for insurance coverige under the Nuclear Energy Liability Policy (Facility Workers Form) No Jasurance is atterded hereunder

John Doualfrocch And President-Underwriting American Nuclear Insurers

Effective Date of this Endorsement _______ February 1, 1988 _____To form a part of Certificate No. _______NW-199 12:01 A.M. Standard Time

Issued to Houston Lighting & Power Company, et al

Date of Issue June 14, 1988

Endorsement No. 3

For the Subscribing Companies PRESIDENT

ATTACHMENT / ST-HL-AE-382 6

PAGE 167 OF 171

Countersigned by

NE-W-10 (1/1/88)

Nuclear Energy Liability Insurance ST-HL-AE-3826 NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION 0F 171

ATTACHMENT /

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

 <u>ADVANCE PREMIUM</u>: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 17,903.00

 <u>STANDARD PREMIUM AND RESERVE PREMIUM</u> In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

\$ 14,322.00 This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for meurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form) No theurance is attorned the endorsement form to constrain the second the endorsement.

Amonum Nuclear Insurors

Effective Date of January 1, 1989 To form a part of Certificate No. NW-199

 Issued to Houston Lighting & Power Company

 Date of Issue
 December 15, 1988

 Endorsement No.
 4

 Countersigned by
 Mamea G. Raam

 NE-W-2
 Ne-W-2

ATTACHMENT / ST-HL-AE-382 4 PAGE 169_ OF 121

Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1989

It is agreed that Items 1 and 2 of Endorsement No. 4

1. <u>ADVANCE PREMIUM</u>: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 17,287.00

2. <u>STANDARD PREMIUM AND RESERVE PREMIUM</u>: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

\$ 13,830.00

Return Premium: \$616.00

Effective Date of this Endorser it January 1, 1989 12:01 A.M. Standard Time	To form a part of Certificate No. <u>NW-199</u>
Issued to Houston Lighting & Power Company	le an
Date of Issue <u>August 11, 1989</u>	For the Subscribing Companies
	ByPRESIDENT
Endorsement No. 5	Countersigned by

ATTACHMENT / ST-HL-AE-382.4 PAGE 170 OF 171

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR LAR 1990

1. <u>ADVANCE PREMIUM</u>: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 17,903.00

 STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is:

\$ 14,322.00 This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance overage under the Nuclear Energy Liability Policy (Facility Workers Film). No Insurance president Underwriting American Nuclear Insurers

Effective Date of January 1, 1990 To form a part of Certificate No. NW-199 12:01 A.M. Standard Time
Issued to Houston Lighting & Power Company
Date of Issue December 15, 1989 For the Subscribing Companies
By By PRESIDENT
Endorsement No. 6 Countersigned by

NE-W-2

NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

- 1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$17,903.00
- 2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: \$14,322.00

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liabidity Policy (Facility Workers Form). No insurance is afforded bereunder.

John L. Quatrocchi? Vice President Upderwriting American Nuclear Insurera

Effective Date of this Endorsement: January 1. 1991 (12:01 A.M. Standard Time)

To form a part of Certificate No. NW -0199

ATTACHMENT I ST-HL-AE-3826 PAGE 121 OF 171

Issued to: Houston Lighting & Power Company

Endorsement No: 7

Date of Issue: November 29, 1990

For the subscribing companies BV Counters

HOWARD WARREN MARSH

NE-W-2