



HITACHI



~~Proprietary Information Notice~~

~~Attachment 2 to this letter contains NorthStar Group Services, Inc. proprietary information which is to be withheld from public disclosure in accordance with 10 CFR 2.390. Upon removal of Attachment 2, the balance of this letter may be made public.~~

January 22, 2024

M240012

Via Electronic Information Exchange

ATTN: Document Control Desk
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Rockville, MD 20852

10 CFR 50.80
10 CFR 50.90
10 CFR 70.34
10 CFR 70.36

Nuclear Test Reactor (NTR)
License No. R-33
NRC Docket No. 50-73

Vallecitos Boiling Water Reactor (VBWR)
License No. DPR-1
NRC Docket No. 50-18

ESADA Vallecitos Experimental Superheat Reactor (EVESR)
License No. DR-10
NRC Docket No. 50-183

General Electric Test Reactor (GETR)
License No. TR-1
NRC Docket No. 50-70

Vallecitos Nuclear Center (VNC)
License No. SNM-960
NRC Docket No. 70-754

Subject: GEHA/NorthStar Response to NRC Request for Additional Information Regarding Direct Transfer of VNC Licenses

References: 1) Application for Consent to Direct Transfers of Control of Licenses and Related Conforming License Amendments, September 1, 2023 (ML23244A246, ML23244A247)

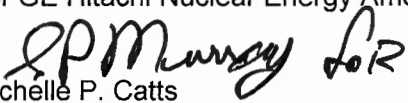
2) Letter, Chris Allen (NRC) to Michelle P. Catts (GEH), "Request for Additional Information Regarding the Direct Transfer of VNC Licenses", 12/21/23

On September 1, 2023, GE Hitachi Nuclear Energy Americas, LLC ("GEHA") and NorthStar Vallecitos, LLC ("NorthStar Vallecitos") (together, "Applicants") submitted a request for the direct transfers of control of GEHA's Vallecitos Nuclear Center (VNC) NRC licenses in Sunol, CA (Reference 1).


GEHA and NorthStar hereby respond to the NRC request for additional information dated December 21, 2023 (Reference 2). Attachment 2 to this letter contains certain NorthStar proprietary information that NorthStar requests be withheld from public disclosure. A copy of Attachment 2, with redactions suitable for public disclosure, is included as Attachment 3. An affidavit requesting withholding of the unredacted version is provided in Attachment 1. Please contact me or Mr. DiCarlo if you have any questions regarding this information.

Sincerely,

For GE Hitachi Nuclear Energy Americas, LLC


Michelle P. Catts
Senior Vice President of GEHA Regulatory Affairs
GE Hitachi Nuclear Energy Americas, LLC

For the NorthStar Companies:


Gregory G. DiCarlo
Vice President, General Counsel & Secretary
NorthStar Group Services, Inc.

Attachments: 1) NorthStar Vallecitos, LLC Affidavit of Gregory G. DiCarlo
2) GEHA/NorthStar RAI Responses (proprietary version)
3) GEHA/NorthStar RAI Responses (redacted version)

Enclosure: 1) First Amendment to Asset Purchase and Sale Agreement

cc:

Administrator, USNRC Region IV
Director, Office of Nuclear Materials Safety and Safeguards
Director, Office of Nuclear Reactor Regulations
Executive Director for Operations
Radioactive Materials Licensing Section, Radiologic Health Branch, California Department of Public Health

Attachment 1:
Affidavit for Withholding

**APPLICATION FOR WITHHOLDING
OF NORTHSTAR VALLECITOS, LLC AND AFFIDAVIT OF GREGORY G. DICARLO**

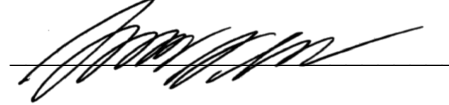
I, Gregory G. DiCarlo, Vice President, General Counsel & Secretary of NorthStar Vallecitos, LLC (“NorthStar Vallecitos”), state that:

1. I am the Vice President, General Counsel & Secretary of NorthStar Vallecitos, and I have been delegated the function of reviewing the information described in paragraph (2), which is sought to be withheld and have been authorized to apply for its withholding.
2. NorthStar Vallecitos is providing information in response to the U.S. Nuclear Regulatory Commission’s December 21, 2023 “Request for Additional Information Regarding The Direct License Transfer Request for Vallecitos Nuclear Center Docket Nos. 50-18, 50-70, 50-73, 50-183, and 70-754.” The proprietary information sought to be withheld in the response is that which is marked with brackets in Attachment A to the response. This information constitutes proprietary commercial and financial information that should be held in confidence by the U.S. Nuclear Regulatory Commission (the “NRC”) pursuant to the policy reflected in 10 CFR 2.390(a)(4) and 10 CFR 9.17(a)(4) because:
 - a. This information is and has been held in confidence by NorthStar Vallecitos.
 - b. The information is of a type that is held in confidence by NorthStar Vallecitos, and there is a rational basis for doing so because the information contains sensitive financial competitive information.
 - c. This information is being submitted to the NRC in confidence.
 - d. This information has been marked in accordance with 10 CFR 2.390(b)(1).
 - e. This information is not available in public sources and could not be readily gathered from other publicly available information.
 - f. Public disclosure of this information would create substantial harm to the competitive position of NorthStar Vallecitos by disclosing its internal commercial, financial and proprietary information to other parties whose commercial interests may be adverse to those of NorthStar Vallecitos.
3. Accordingly, NorthStar Vallecitos requests that the designated information be withheld from public disclosure pursuant to the policy reflected in 10 CFR 2.390(a)(4) and 10 CFR 9.17(a)(4).
4. The averments of fact set forth in this affidavit are true and correct to the best of my knowledge, information, and belief.

5. I declare under penalty and perjury of the laws of the United States that the foregoing is true and correct.

Executed on this 19th day of January 2024.

NorthStar Vallecitos, LLC

A handwritten signature in black ink, appearing to read "Gregory G. DiCarlo", is written over a horizontal line.

Gregory G. DiCarlo
Vice President, General Counsel & Secretary

Attachment 2:
RAI Responses
(Non-Proprietary)

FINANCIAL QUALIFICATIONS

The application dated September 1, 2023, states on pages A-7 and A-8 that “GE will make an initial deposit into a single NDF of up to a maximum of \$ [REDACTED] ...,” and that “The amount of this deposit has been calculated based on the combination of the most recent decommissioning cost estimates for the Reactor Licenses, the Materials License, and the CDPH License.”

Additionally, the application states that “the NDF will provide the appropriate basis for the financial qualifications of NorthStar Vallecitos, as all of NorthStar Vallecitos activities will be related to decommissioning the site and maintaining special nuclear material until it can be removed from the site.” The regulation at 10 CFR 50.82(a)(8)(i)(A) limits withdrawals from decommissioning trust funds to expenses for legitimate decommissioning activities consistent with the definition of decommission in 10 CFR 50.2. The maintenance of special nuclear material is not considered a legitimate decommissioning expense; thus, it is not considered by the NRC staff when evaluating the remaining estimated cost to (radiologically) decommission a facility. Rather, maintenance of special nuclear material is considered an operating cost for a facility that has permanently ceased operation. The NRC staff recognizes that a decommissioning cost estimate may include activities other than the radiological decommissioning of a facility, e.g., the maintenance of special nuclear material.

Request:

Provide more specificity regarding the activities to be performed using the Nuclear Decommissioning Fund (NDF) established by the Transaction:

- A. While the footnote at the bottom of page A-8 supports the statement on pages A-7 and A-8, the NRC staff requests that the basis for the deposit amount be provided including the expected remaining costs to radiologically decommission each Reactor License, the Materials License, and the CDPH License.

Response:

The baseline NDF deposit amount (\$ [REDACTED]) covers the following activities, all of which are consistent with the definition of “decommission” in 10 CFR 50.2 and 10 CFR 70.4:

[REDACTED]

[REDACTED]							
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

]

The amounts listed above are based on the amounts in the most recent decommissioning cost estimates for the Reactor Licenses, the Materials License, and the CDPH License. However, as explained on pages A-23 to A-24 of the Application, the amount deposited into the NDF will be reduced from the \$[REDACTED] to reflect the costs of decommissioning work performed at the Vallecitos Nuclear Center by or at the direction of GE-Hitachi Nuclear Energy Americas, LLC ("GEHA") prior to the transfer to NorthStar Vallecitos, LLC ("NorthStar"). The amount ultimately transferred will be sufficient to provide reasonable assurance to complete the remaining radiological decommissioning of the Vallecitos Nuclear Center. Applicants will provide an update to the NRC prior to the closing regarding the amount of work completed by or at the direction of GEHA and the amount of funds to be transferred with the NDF.

- B. The NRC staff requests that the applicants describe the makeup of the \$[REDACTED] total decommissioning cost estimate. Specifically, if the amount includes activities other than radiological decommissioning, e.g., special nuclear material maintenance, please provide a description of those amounts. If not, please provide the amount dedicated to items other than radiological decommissioning, including special nuclear material maintenance, and describe the funding mechanism for those costs.

Response:

The makeup of the total decommissioning cost estimate is described in the Response to Request A above and is only for radiological decommissioning.



Costs related to radiological decommissioning of the Hillside Bunker will be taken from the NDF as described in response to Request A above.

¹ This \$10 million amount includes costs to maintain, operate, secure, administer, and dispose of certain byproduct material for which NorthStar can seek reimbursement from GEHA.

- C. The applicants requested that the NRC impose the regulatory requirements of 10 CFR 50.75(h)(1) and 10 CFR 50.82(a)(8) on Special Nuclear Materials License No. SNM-960 to help ensure the NDF adequacy. However, the regulations in 10 CFR part 50 are not applicable to Special Nuclear Materials License No. SNM-960. The NRC staff requests that the applicants clarify how the NDF will be managed beyond the requirements imposed by 10 CFR 70.25 and 10 CFR 70.38, and how the applicants want the regulations in 10 CFR part 50 imposed on Special Nuclear Materials License No. SNM-960.

Response:

As described in the License Transfer Application, Applicants request that the NRC include a license condition in SNM-960 as follows: "In addition to the requirements imposed by Part 70, Licensee shall comply with the requirements imposed by 10 CFR 50.75(h)(1) and 10 CFR 50.82(a)(8)."²

Applicants request this license condition to provide added assurance of the availability and proper use of decommissioning funds, because the requirements under 10 CFR 50.75(h)(1) and 10 CFR 50.82(a)(8) are more specific, and in some case more restrictive, than those imposed under Part 70. Further, by imposing the requirements of 10 CFR 50.82(a)(8) on the SNM-960 License, the NRC will receive more information about the status of decommissioning financial assurance for SNM-960 than would otherwise be required under 10 CFR part 70.

For example, while 10 CFR 70.25(f)(1) merely states that prepayment of decommissioning funds must be placed into a trust account and the trustee and the trust must be acceptable to the Commission, 10 CFR 50.75(h)(1) has additional requirements for administering the trust. As explained in the License Transfer Application,

10 CFR 50.75(h)(1) places additional restrictions on the investments of funds held by the NDF, amendments of the NDF trust agreement without NRC consent, and withdrawals from the NDF prior to commencing active decommissioning. These restrictions require: (i) that a nuclear decommissioning trust's assets are not invested in the licensee's own securities and the trustee adheres to the "prudent investor standard"; (ii) that the licensee does not act as an investment manager for the trust funds or give day-to-day investment management direction; (iii) that the terms of the trust agreement are not amended without 30 working days written notice to the applicable NRC office (in this case, the Director of Nuclear Material Safety and Safeguards ("NMSS")); and (iv) that the appropriate NRC office is notified at least 30 working days in advance of any withdrawals from the trust other than those made pursuant to 10 CFR 50.82(a)(8) or for payment of administrative costs of the trust (including taxes). These provisions are intended to ensure that the

² Applicants still request that 10 CFR 50.75(h)(1) and 10 CFR 50.82(a)(8) be applied as license conditions to the Reactor Licenses, to the extent a Reactor License is not already subject to such requirements.

decommissioning funds contained within the trust are protected and subject to NRC oversight.³

Similarly, 10 CFR 50.82(a)(8) has more specific requirements regarding how decommissioning funds may be used when compared to 10 CFR Part 70. As further explained in the License Transfer Application,

Second, 10 CFR 50.82(a)(8) places conditions on the use of decommissioning trust funds more generally, including requiring that the withdrawals (i) will be only for decommissioning activities consistent with the definition of “decommissioning” in 10 CFR 50.2, (ii) will not reduce the value of the trust fund below the amount necessary to place the reactor in SAFSTOR if necessary to allow growth in the trust to provide additional assurance, and (iii) will not reduce the value of the trust fund below what is necessary to complete decommissioning.⁴

Accordingly, consistent with the definition of “NRC License Conditions” in the Asset Purchase and Sales Agreement between the parties, Applicants are voluntarily agreeing, and asking the Commission to acknowledge, that the radiological decommissioning costs relating to SNM-960 will be subject to these additional requirements because the NDF will be used for the entire site.

NorthStar, however, has decided to withdraw the request in the License Transfer Application that “the NRC consider [REDACTED] adequate to fulfill NorthStar Vallecitos’ obligations for reporting under 10 CFR 70.25.” License Transfer Application at B-8. Instead, NorthStar will continue to comply with the reporting requirements in 10 CFR 70.25 (in addition to those in 10 CFR 50.82(a)(8) that will be imposed by the license condition) and therefore no changes to SNM-960 with respect to reporting requirements are necessary.

³ License Transfer Application at A-11.

⁴ *Id.* at A-11 to A-12.

TECHNICAL QUALIFICATIONS OF PROPOSED TRANSFEREE

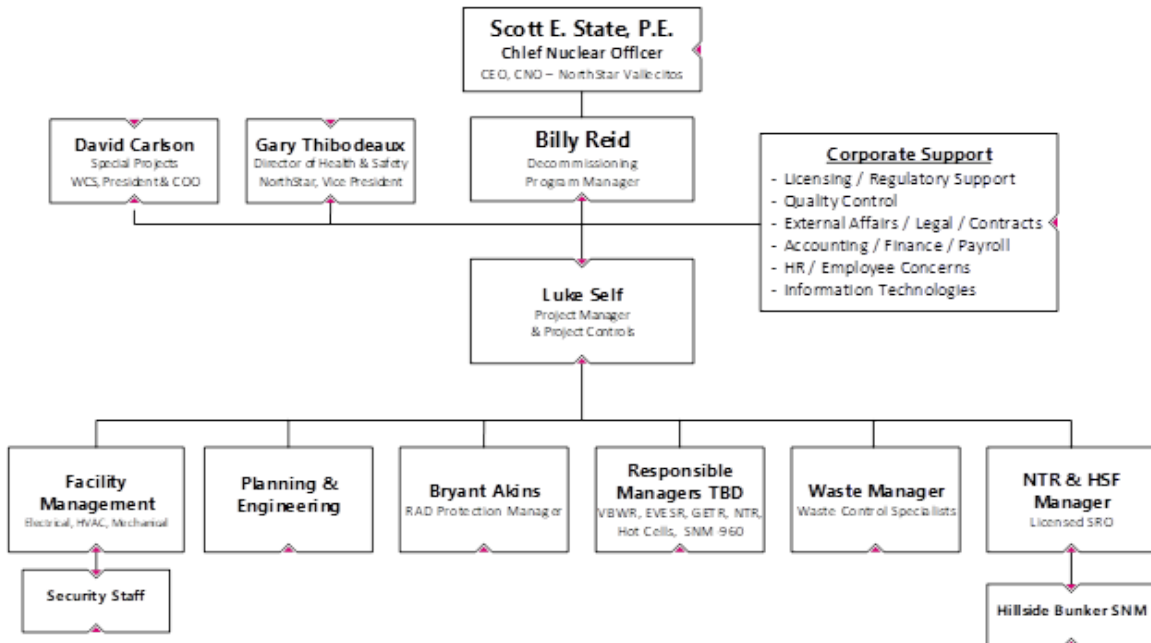
- a. Page A-20 of the application states that the NorthStar Vallecitos project organization ultimately reports to Scott State. However, because the organization chart provided in Exhibit E only shows Billy Reid directly reporting to Scott State, the NRC staff is uncertain where David Carlson and Gary Thibodeaux fit within the organization. The organization chart provided in Exhibit E appears to indicate that both Luke Self and Matthew Hooper directly report to David Carlson, Gary Thibodeaux, and Billy Reid. In addition, Luke Self's title in the organization chart appears to indicate that he reports directly to Billy Reid. However, page A-19 of the application states that Matthew Hooper will be "further supported" by Luke Self, which appears to indicate that Luke Self reports directly to Matthew Hooper.

The NRC staff requests that the application be supplemented to clarify where David Carlson, Gary Thibodeaux, Matthew Hooper, and Luke Self fit within the organization and to whom they report. The staff also requests that the organization chart be updated if and as necessary.

Response:

Luke Self will replace Matthew Hooper as Project Manager and report directly to Billy Reid, the Decommissioning Program Manager. Mr. Self will also provide Project Controls.

David Carlson, as WCS President & COO, and Gary Thibodeaux as NorthStar's VP/Director of Health & Safety both report directly to Scott State, who is CEO of both WCS and NorthStar. For purposes of the Vallecitos project, they will both support Billy Reid in their individual areas of expertise. Mr. Carlson's Special Projects role will include support of waste management and NTR Fuel Disposition.



- b. Appendix B of the application provides information specific to the transfer of control of Special Nuclear Materials License No. SNM-960, i.e., the Hillside Storage Facility (HSF). Page B-2 identifies that the Environmental Health and Safety Functions, which include environmental, security, licensing, emergency planning, training, fire protection, and quality, will be maintained. The organization chart does not identify who will be responsible for maintaining these functions for the HSF. Although these functions are not specifically identified in either Appendix A or the organization chart within the application, these functions are equally important as the reactor licenses associated with the license transfer application.

The NRC staff requests that the application be updated to identify who will be responsible for overseeing these Environmental Health and Safety Functions for all of the licenses and that the organization chart be updated if necessary.

Response:

Gary Thibodeaux will be responsible for overseeing all EHS functions for all of the licenses.

- c. The organization chart provided in Exhibit E of the application identifies that the managers for the NTR and HSF are to be determined (TBD). The organization chart in Exhibit E also identifies that a "Licensed SRO" will be the NTR and HSF manager. In addition, page A-3 of the application states that "NorthStar Vallecitos intends to staff technical support positions that are important to the safe storage of spent nuclear fuel ... with Bryant Akins as the RAD protection manager." Since fissile material will only be associated with License Nos. R-33 and SNM-960, the text appears to indicate that Bryant Akins will manage both License Nos. R-33 and SNM-960.

The NRC staff requests that the organization chart be modified to clearly identify the individual(s) responsible for safely storing fissile material.

Response:

NorthStar expects that it will retain the incumbent NTR Manager and Senior Reactor Operators ("SROs") to provide qualified management of the NTR and HSF at transfer. In the event that NorthStar is unable to retain these individuals, NorthStar will engage individuals with sufficient experience and training to serve as the NTR Manager and SROs and will update the NRC. As RAD protection manager, Bryant Akins will ultimately be responsible for safely storing fissile material.

- d. Footnote 4 on page 1 of Enclosure 1 states that Materials License No. SNM-1270 will not be transferred to NorthStar Vallecitos. However, Materials License No. SNM-1270 is explicitly identified both on page 12 of the "Asset Purchase And Sales Agreement" in the Nuclear Decommissioning Trust Agreement and in the Financial Support Agreement. Therefore, the application does not clearly identify if Materials License No. SNM-1270 is associated with the license transfer request.

The NRC staff requests that the application be updated either to demonstrate NorthStar's technical qualifications to possess Materials License No. SNM-1270 or to remove unnecessary references to Materials License No. SNM-1270 from the application.

Response:

As explained in Footnote 4 on Page 1 of Enclosure 1, Materials License No. SNM-1270 will not be transferred to NorthStar. Applicants have amended the Asset Purchase and Sale Agreement ("APSA") to clarify that SNM-1270 will not be transferred to Buyer. This amendment is included as an Enclosure to this response. As noted in that enclosure, all ancillary documents referenced in the APSA, including the Financial Support Agreement, will be revised prior to the closing to delete any references to SNM-1270.

Enclosure 1:
First Amendment to Asset
Purchase and Sale Agreement

FIRST AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT

This First Amendment to Asset Purchase and Sale Agreement (this “Amendment”) dated January 19, 2024 is made and entered into by and among GE Vernova LLC (“GE Vernova”), GE-Hitachi Nuclear Energy Americas LLC (“GEH”) (GE Vernova and GEH each a “Seller,” and collectively, “Sellers”), and NorthStar Vallecitos, LLC (f/k/a NorthStar D&D, LLC) (“Buyer”). Sellers and Buyer are each referred to individually in this Amendment as a “Party” and collectively as the “Parties.” Capitalized terms which are used but not defined in this Amendment shall have the meaning ascribed to such terms in the APSA (as defined below).

RECITALS:

WHEREAS, GE Vernova (as successor by assignment to General Electric Company), GEH and Buyer are party to that certain Asset Purchase and Sale Agreement dated May 8, 2023 (as may be amended, modified or supplemented, the “APSA”).

WHEREAS, in accordance with Section 10.1 of the APSA, the Parties desire to amend the APSA to clarify that NRC Materials License No. SNM-1270 will not be transferred to Buyer in connection with the transactions contemplated by the APSA.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments to the APSA

1.1. The term “NRC Licenses” set forth in Section 1.1 of the APSA is hereby amended and restated in its entirety to read as follows:

“NRC Licenses” means (a) NRC Facility Possession-Only License No. TR-1 for the General Electric Test Reactor; (b) NRC Facility Possession-Only License No. DR-10 for the ESDA Experimental Vallecitos Superheat Reactor; (c) NRC Facility Operating License No. R-33 for the Nuclear Test Reactor; (d) NRC Facility Possession-Only License No. DPR-1 for the Vallecitos Boiling Water Reactor; and (e) NRC Material License No. SNM-960 for the Vallecitos Nuclear Center; and any other amendments to, or consents, orders and approvals from the NRC, issued in connection with, any of the foregoing.”

1.2. The term “NRC Licenses” set forth in Section 1.1 of the form of Decommissioning Completion Agreement attached as Exhibit C to the APSA is hereby amended and restated in its entirety to read as follows:

“NRC Licenses” means (a) NRC Facility Possession-Only License No. TR-1 for the General Electric Test Reactor; (b) NRC Facility Possession-Only License No. DR-10 for the ESDA Experimental Vallecitos Superheat Reactor; (c) NRC Facility Operating License No. R-33 for the Nuclear Test Reactor; (d) NRC Facility

Possession-Only License No. DPR-1 for the Vallecitos Boiling Water Reactor; and (e) NRC Material License No. SNM-960 for the Vallecitos Nuclear Center; and any other amendments to, or consents, orders and approvals from the NRC, issued in connection with, any of the foregoing.”

1.3. The second WHEREAS clauses set forth in the form of Financial Support Agreement (attached as Exhibit H to the APSA, and also attached as Exhibit A to the form of Decommissioning Completion Agreement, attached as Exhibit C to the APSA) is hereby amended to replace the phrase “NRC Materials License Nos. NSM-960 SNM-1270” with the phrase “NRC Materials License No. NSM-960.”

1.4. Schedule 2.2.4 of the APSA shall be amended to include a new item as follows:

“4. NRC Materials License No. SNM-1270.”

1.5. Schedule 2.4.8 to the APSA shall be amended to include a new item as follows:

“3. All Liabilities, including without limitation all NRC Commitments, of Sellers with respect to NRC Materials License No. SNM-1270.”

1.6. The Parties acknowledge and agree that (a) NRC Materials License No. SNM-1270 shall not be transferred to the Buyer (whether as an Asset or otherwise) in connection with the transactions contemplated by the Agreement and shall constitute an Excluded Asset for all purposes under the APSA and all Ancillary Agreements, (b) notwithstanding Section 2.3.4 of the APSA or Schedule 2.3.4 of the APSA, the Assumed Liabilities shall not include any commitments, obligations, liabilities or agreements made with any Governmental Authorities related to or associated with NRC Materials License No. SNM-1270 and such commitments, obligations, liabilities and agreements shall constitute Excluded Liabilities for all purposes under the APSA and all Ancillary Agreements and (c) the Ancillary Agreements (including the Financial Support Agreement and the NDF Trust Agreement) shall not contain (and shall be updated or revised as may be necessary to remove) any obligations or assurances of the Buyer Parties with respect to NRC Materials License No. SNM-1270.

2. Effect of Amendment. Except as expressly provided in this Amendment, the APSA shall remain in full force and effect. The APSA and the Ancillary Agreements, including all Schedules and Exhibits attached thereto, each as amended pursuant to this Amendment, constitute the entire agreement between the Parties. The APSA, as amended pursuant to this Amendment, supersedes any prior understandings, agreements or representations by or between the Parties or their respective Representatives, whether written, oral or electronic, with respect to the subject matter hereof.

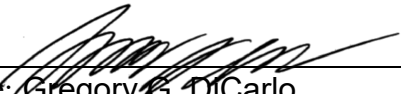
3. Counterparts. This Amendment may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Incorporation by Reference. The provisions of Section 1.2 (*Certain Interpretive Matters*) and Sections 10.1 (*Amendment and Modification*), 10.4 (*Notices*), 10.5 (*No Third Party Beneficiaries*), 10.6 (*Assignment*), 10.7 (*Governing Law; Jurisdiction; Venue*) and 10.15 (*Severability*) of the APSA are hereby incorporated by reference, *mutatis mutandis*, as if set forth in full herein.

Signature Page Follows

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

NORTHSTAR VALLECITOS, LLC

By: 
Name: Gregory G. DiCarlo
Title: Vice President

GE VERNOVA LLC

By: _____
Name: _____
Title: _____

GE-HITACHI NUCLEAR ENERGY AMERICAS
LLC


By: _____
Name: _____
Title: _____

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

NORTHSTAR VALLECITOS, LLC

By: _____
Name: _____
Title: _____

GE VERNOVA LLC

By:  _____
Name: Victoria Vron
Title: Vice President & Secretary

GE-HITACHI NUCLEAR ENERGY AMERICAS
LLC

By: _____
Name: _____
Title: _____

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

NORTHSTAR VALLECITOS, LLC

By: _____
Name: _____
Title: _____

GE VERNOVA LLC

By: _____
Name: _____
Title: _____

GE-HITACHI NUCLEAR ENERGY AMERICAS
LLC



By: _____
Name: Jay T. Wileman
Title: President & CEO