



Luminant

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Ref. # 10CFR 50.80

November 5, 2007

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

SUBJECT: COMANCHE PEAK STEAM ELECTRIC STATION
DOCKET NOS. 50-445 AND 50-446
INFORMATION REQUIRED BY ORDER APPROVING THE INDIRECT TRANSFER OF
FACILITY OPERATING LICENSES AND CONFORMING LICENSE AMENDMENTS

REFERENCE: NRC Order Approving The Indirect Transfer Of Facility Operating Licenses And
Conforming License Amendments dated September 10, 2007
[TAC Nos. MD5289 and MD5290]

Dear Sir or Madam:

Luminant Generation Company LLC (Luminant Power, formerly known as TXU Power) hereby submits as an Enclosure to this letter the information as ordered by the Commission in the referenced letter above. The support agreement between Luminant Holding Company LLC and Luminant Generation Company LLC was executed on October 10, 2007 upon closing of the transaction and completion of the license transfer.

If the NRC requires additional information concerning this license transfer, please contact Mr. Fred Madden, Director, Oversight & Regulatory Affairs (tel: 254-897-8601).

This communication contains no new licensing basis commitments regarding Comanche Peak Units 1 and 2.

A member of the STARS (Strategic Teaming and Resource Sharing) Alliance

Callaway · Comanche Peak · Diablo Canyon · Palo Verde · South Texas Project · Wolf Creek

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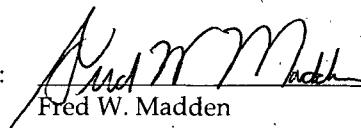
MRR

Sincerely,

Luminant Generation Company LLC

Mike Blevins

By:


Fred W. Madden

Director, Oversight & Regulatory Affairs

Enclosure - Executed Support Agreement

RJK

cc: (paper copy)

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Director, Office of Nuclear Reactor Regulation
U.S. Nuclear Regulatory Commission
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Ms. Alice K. Rogers
Environmental & Consumer Safety Section
Texas Department of State Health Services
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SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 10, 2007, between Luminant Holding Company LLC, a Delaware limited liability company (the "Parent"), and Luminant Generation Company LLC (formerly TXU Generation Company LP), a Texas limited liability company (the "Subsidiary").

WITNESSETH:

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

WHEREAS, the Subsidiary is the owner of the Comanche Peak Steam Electric Station, Units 1 and 2 ("CPSES") and holder of the licenses to operate CPSES;

WHEREAS, TXU Corp., which indirectly owns 100% of the interests of Parent and Subsidiary, has entered into an Agreement and Plan of Merger, dated as of February 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), with Texas Energy Future Holdings Limited Partnership ("Texas Energy LP") and Texas Energy Future Merger Sub Corp ("Merger Sub"), pursuant to which Merger Sub, a Texas corporation and wholly-owned subsidiary of Texas Energy LP, will merge with and into TXU Corp. (the "Merger"), with TXU Corp. continuing as the surviving entity and a subsidiary of Texas Energy LP;

WHEREAS, consummation of the Merger will effect an indirect transfer of control of the Subsidiary's licenses to operate CPSES from TXU Corp. to Texas Energy LP; and

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

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

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

2. Commitment to Provide Capital. If during the term of this Agreement, the Parent is required to make a Support Payment to the Subsidiary, such payment may be provided by the

Support Agreement

Parent, or any subsidiary or affiliate of the Parent, at the Parent's option, either as an equity investment or capital contribution or as a loan, in each case in cash or other liquid assets (any of the foregoing, a "Support Payment"). If such payment is advanced to the Subsidiary as a loan, the loan shall be on such terms and conditions, including maturity and rate of interest, as the Parent and the Subsidiary shall agree.

3. Limitation of the Parent's Support Obligations. Each of the Parent and the Subsidiary agree that the Parent shall not be required to make, or cause its subsidiaries or affiliates to make, Support Payments to the Subsidiary in excess of \$250,000,000 in the aggregate.

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

5. Rights of Participants and Creditors. The obligations of the Parent pursuant to this Agreement are to the Subsidiary only and do not run to and are not enforceable directly by any creditor of the Subsidiary or other entity or person, nor shall this Agreement cause the Parent to be responsible for payment of any obligation of the Subsidiary to any creditor or other entity or person or give rise to any recourse by any creditor or other entity or person to or against the Parent or any of its assets or properties.

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

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

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

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

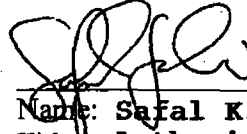
Support Agreement

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

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

LUMINANT HOLDING COMPANY LLC, a
Delaware limited liability company

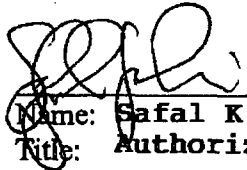
By:



Name: **Safal K. Joshi**
Title: **Authorized Signatory**

LUMINANT GENERATION COMPANY LLC, a
Texas limited liability company

By:



Name: **Safal K. Joshi**
Title: **Authorized Signatory**