



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

February 13, 2012
NOC-AE-12002799
File No.: G02
10CFR50.54(w)(3)

U. S. Nuclear Regulatory Commission
Attention: Document Control Desk
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

South Texas Project
Units 1 and 2
Docket Nos.: STN 50-498, STN 50-499
Nuclear Insurance Protection

Pursuant to the requirements of 10CFR50.54(w)(3), STP Nuclear Operating Company submits the attached Nuclear Electric Insurance Limited (NEIL) property insurance policies. This submittal contains the following policies:

Nuclear Insurance

NEIL Primary Property and Decontamination Liability Insurance Policy Number: P11-075	\$0.500 Billion
NEIL Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy Number: X11-075	\$1.250 Billion
NEIL Blanket Excess Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy: BX11-007	\$1.000 Billion
	<u>\$2.750 Billion</u>

There are no commitments associated with this letter. Should you have any questions, concerns, or require additional information on this matter, please contact Karen Adkins at (361) 972-8698 or Cheryl Glover at (361) 972-7148.

Daniel R. Clark
Manager,
Financial Services

KMA
Attachments: Property Insurance Policies (3)

Modi
NRR

cc:

(paper copy)

(electronic copy)

Regional Administrator, Region IV
U. S. Nuclear Regulatory Commission
1600 East Lamar Boulevard
Arlington, TX 76011-4511

A. H. Gutterman, Esquire
Morgan, Lewis & Bockius LLP

Balwant K. Singal
U. S. Nuclear Regulatory Commission

Balwant K. Singal
Senior Project Manager
U.S. Nuclear Regulatory Commission
One White Flint North (MS 8 B1)
11555 Rockville Pike
Rockville, MD 20852

John Ragan
Chris O'Hara
Jim von Suskil
NRG South Texas LP

Senior Resident Inspector
U. S. Nuclear Regulatory Commission
P. O. Box 289, Mail Code: MN116
Wadsworth, TX 77483

Kevin Pollo
Richard Pena
City Public Service

C. M. Canady
City of Austin
Electric Utility Department
721 Barton Springs Road
Austin, TX 78704

Peter Nemeth
Crain Caton & James, P.C.

C. Mele
City of Austin

U. S. Nuclear Regulatory Commission
Attention: Document Control Desk
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

Richard A. Ratliff
Texas Department of State Health
Services

Alice Rogers
Texas Department of State Health
Services

M. K. Kistler, w/o Electronic
RMS N2002

NUCLEAR ELECTRIC INSURANCE LIMITED
WILMINGTON, DELAWARE

**PRIMARY PROPERTY AND DECONTAMINATION LIABILITY INSURANCE
POLICY**

*Declarations attached to and made a part of Policy No. P11-075
(South Texas Project)*

Item 1. Member Insured STP Nuclear Operating Company
 Member Address P.O. Box 289
 Wadsworth, Texas 77483
 Respective Interest 100%

Item 2. Insurer: Nuclear Electric Insurance Limited

 Mailing Address: 1201 N. Market Street, Suite 1100, Wilmington, Delaware 19801

Item 3.

 A. Policy Period:

 From 12:01 a.m. on April 1, 2011 to 12:01 a.m.
 (Time) (Date) (Time)

 on April 1, 2012, Standard Time in Hamilton, Bermuda.
 (Date)

 B. Policy Year:

 From 12:01 a.m. on April 1, 2011 to 12:01 a.m.
 (Time) (Date) (Time)

 on April 1, 2012, Standard Time in Hamilton, Bermuda.
 (Date)

Item 4. Annual Premium: \$1,773,000

Item 5. A. Multiple: 10

B. Retrospective Premium Adjustment: \$17,730,000

Item 6. Amount of Insurance: \$500,000,000

Item 7. Description and location of property covered:
All Real and Personal Property including the land and all buildings and structures of the South Texas Project (including Units 1 and 2) situated on a site consisting of approximately 12,300 acres and located in southwest Matagorda County, approximately 12 miles south-southwest of Bay City and 10 miles north of Matagorda Bay.
See Attachment 1

Item 8. Deductibles:

Deductible Amount:

\$2,500,000

Deductible for any Loss under Section V.M (Windstorm Loss, Flood Loss and Earthquake or Volcanic Eruption Loss):

\$10,000,000 plus 10% of the amount of the Loss in excess of \$10,000,000

Transit Deductible Amount:

\$100,000

Item 9.

Insureds:

NRG South Texas LP; City of San Antonio, Texas, acting through the City Public Service Board of San Antonio; City of Austin, Texas; Ebasco Constructors, Inc., and parent or affiliated companies or entities of Ebasco Constructors, Inc., and all of its subcontractors and vendors and their suppliers; Bechtel Energy Corporation, any parent or affiliated companies or entities of Bechtel Energy Corporation, and all of its subcontractors and vendors and their supplier; Brown & Root, Inc.; and Halliburton Company; Westinghouse Electric Corporation; all as their respective interests may appear.

Additional Insured: CenterPoint Energy Houston Electric, LLC

Item 10.

Loss Payee Clause:

A. Expenses covered under Section I.A.2 shall be adjusted with the Member Insured and payable to:

STP Nuclear Operating Company as Agent of behalf of the following Insureds:

i) NRG South Texas LP in respect of its 44% ownership interest.

ii) City of San Antonio, acting through the City Public Service Board of San Antonio in respect of its 40% ownership interest.

iii) City of Austin in respect of its 16.0% ownership interest.

The Member Insured may, by written notice to the Insurer, designate other payees.

B. All other covered Losses shall be adjusted with the Member Insured and payable to:

STP Nuclear Operating Company as Agent on behalf of the following Insureds:

i) NRG South Texas LP in respect of its 44% ownership interest.

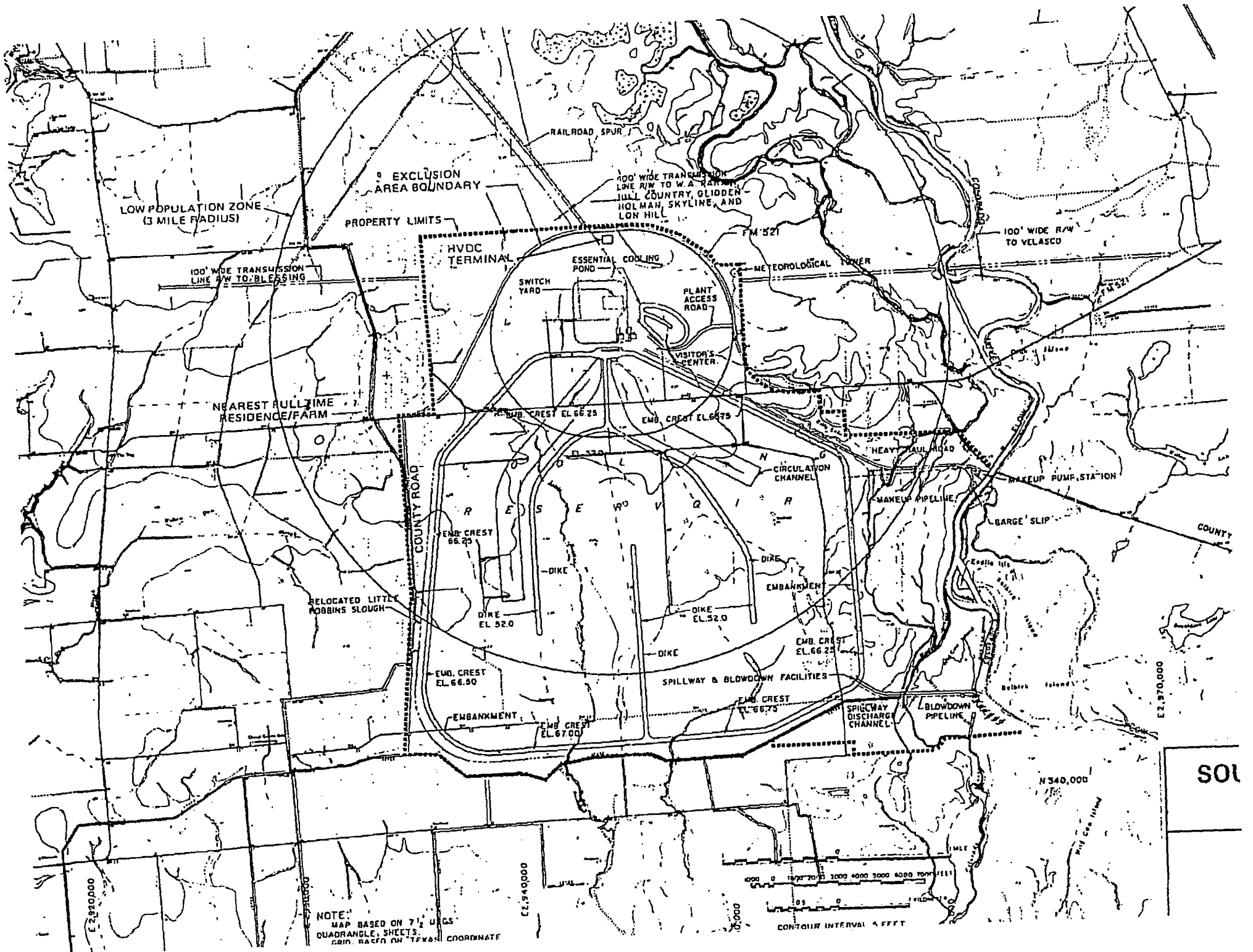
ii) City of San Antonio, acting through the City Public Service Board of San Antonio in respect of its 40% ownership interest.

iii) City of Austin in respect of its 16.0% ownership interest.

The Member Insured may, by written notice to the Insurer, designate other payees.

Item 11. Service of Process to Insured (see Section V.G.5):

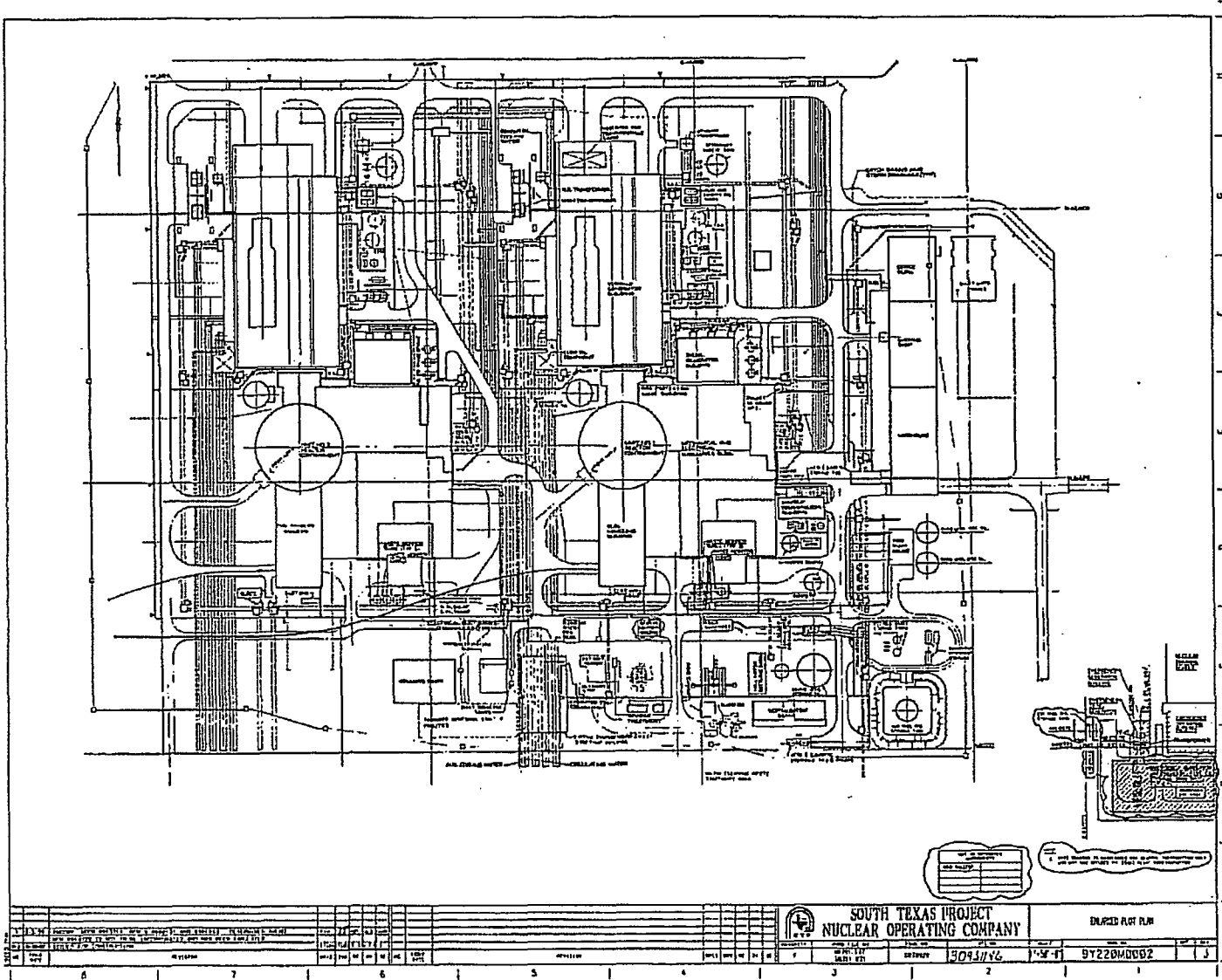
General Counsel
STP Nuclear Operating Company
c/o Duane Morris LLP
222 Delaware Avenue, Suite 1600
Wilmington, DE 19801-1659



NOTE:
 MAP BASED ON 7 1/2 U.G.S.
 QUADRANGLE SHEETS
 GRID BASED ON TFWAN COORDINATE

CONTOUR INTERVAL 5 FEET

SOL



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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NUCLEAR ELECTRIC INSURANCE LIMITED

PRIMARY PROPERTY AND DECONTAMINATION LIABILITY INSURANCE POLICY

TABLE OF CONTENTS

I. INSURING AGREEMENT..... 1

 A. Coverage..... 2

 B. Territorial Limits..... 2

 C. Property Insured..... 3

 D. Property of Others..... 3

 E. Extensions of Coverage..... 3

 1. Debris Removal and Decontamination..... 3

 2. Transit Damage..... 3

 3. Expediting Expense..... 4

 4. Regulatory Code..... 4

 5. Removal from Premises..... 4

II. PRIORITY FOR DECONTAMINATION LIABILITY EXPENSES 5

III. EXCLUSIONS..... 6

 A. General Exclusions..... 6

 B. War Risk Exclusion.....9

IV. PREMIUM.....9

V. CONDITIONS..... 10

 A. Abandonment.....10

 B. Appraisal..... 10

 C. Assignment..... 11

 D. Choice of Law..... 11

 E. Concealment, Fraud..... 11

 F. Deductibles..... 11

 G. Dispute Resolution..... 12

 H. Headings..... 16

 I. Evaluation and Compliance with Loss Control Standards..... 16

 J. Insurer's Options..... 19

 K. Limits..... 19

 L. Mortgagee Interests and Obligations..... 19

 M. Natural Hazards..... 20

 1. *Windstorm Loss*..... 20

 2. *Flood Loss*..... 20

 3. *Earthquake or Volcanic Eruption Loss*..... 20

N.	Other Insurance.....	20
O.	Policy Decisions and Notice.....	20
P.	Policy Modifications.....	21
Q.	Requirements in Case of Loss.....	21
R.	State Premium Tax.....	22
S.	Subrogation.....	22
T.	Suit.....	23
U.	Term and Cancellation.....	23
V.	Valuation.....	24
W.	Waiver Provisions.....	25
X.	When Loss Payable.....	25
VI.	RETROSPECTIVE PREMIUM ADJUSTMENT.....	25
VII.	MEMBERSHIP.....	29
VIII.	DEFINITIONS.....	29
A.	“Accident”.....	29
B.	“Accidental”.....	29
C.	“Accidental Property Damage”.....	29
D.	“Actual Cash Value”.....	30
E.	“Additional Premium”.....	30
F.	“Deductible Adjustment”.....	30
G.	“Delinquent Member”.....	30
H.	“Deposit Premium”.....	30
I.	“Flood”.....	30
J.	“Insured Property”.....	30
K.	“Loss”.....	30
L.	“Loss Control Standards”.....	30
M.	“Member Insureds of the Insurer”.....	30
N.	“Operator”.....	30
O.	“Other Insurance Policy”.....	31
P.	“Other Member Insurance Policy”.....	31
Q.	“Premium Adjustment”.....	31
R.	“Property Damage”.....	31
S.	“Rating Procedures and Schedules”.....	31
T.	“Replacement Cost”.....	31
U.	“Retrospective Premium Adjustment”.....	31
V.	“SHALL Requirements”.....	31
W.	“Unit”.....	31

NUCLEAR ELECTRIC INSURANCE LIMITED
WILMINGTON, DELAWARE

PRIMARY PROPERTY AND DECONTAMINATION LIABILITY
INSURANCE POLICY

This Policy is made by and among the Member Insured (specified in Item 1 of the Declarations) and Nuclear Electric Insurance Limited, a Bermuda mutual company with limited liability (the "Insurer").

The Insurer is only licensed in Bermuda and Delaware and the Insureds (those Insureds specified in Item 9 of the Declarations together with the Member Insured) will not be protected by the guaranty funds of any U.S. jurisdiction.

The Member Insured will be required to execute the Policy in Delaware. The Policy will become effective only upon the acceptance by the Member Insured of the delivery of the Policy at the Insurer's office in Delaware.

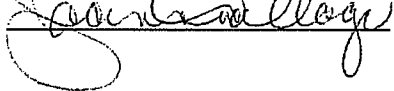
I. INSURING AGREEMENT

In consideration of the premium paid, and subject to the terms and conditions of this Policy, the Insurer agrees to pay the Member Insured, subject to the Deductible, for certain expenses and costs resulting from Accidental Property Damage.

In Witness Whereof, the Insurer and the Member Insured have caused this Policy to be executed and attested on their behalf in Wilmington, Delaware.

Wilmington, Delaware

Date: As of April 1, 2011

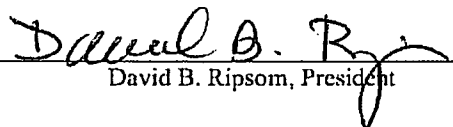
Attest: 

Wilmington, Delaware

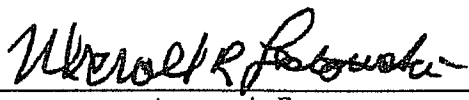
Date: As of April 1, 2011

Witness: 

INSURER:
Nuclear Electric Insurance Limited

By: 
David B. Ripsom, President

MEMBER INSURED:
STP Nuclear Operating Company

By: 
Attorney-in-Fact

A. Coverage

1. This Policy insures against Property Damage caused by an Accident, unless otherwise excluded, subject to the terms and conditions of this Policy.
2. This Policy also insures against expenses necessarily incurred by the Insureds in discharging their legal obligation to protect the public health and safety following Accidental Property Damage, unless otherwise excluded, subject to the terms and conditions of this Policy.
3. (a) In the event that Accidental Property Damage under this Policy and under one or more Other Insurance Policies with insurance coverage effective during the Policy Year is caused directly or indirectly by Flood, earthquake or volcanic eruption, the Member Insured agrees that:
 - (i) The Insurer's liability for all Losses resulting from Accidental Property Damage shall not exceed the greater of (A) the Amount of Insurance stated in Item 6 of the Declarations, or (B) the highest of the Amount of Insurance stated in the declarations of the Other Insurance Policies providing coverage with respect to the same Accident; and
 - (ii) The Insurer's liability under this Policy shall be the amount determined under subparagraph (a)(i) above times a fraction, the numerator of which is the Insurer's liability for the Losses resulting from Accidental Property Damage under this Policy, but for this paragraph (a), and the denominator of which is the sum of the Insurer's liability for Losses resulting from Accidental Property Damage under this Policy and all Other Insurance Policies, but for this paragraph (a).

B. Territorial Limits

This Policy covers Insured Property worldwide except for loss or damage in the following countries:

Afghanistan, Angola, Armenia, Azerbaijan, Bosnia-Herzegovina, Botswana, Burundi, Chechnya, Croatia, Cuba, Democratic Republic of the Congo (former Zaire), Eritrea, Ethiopia, Federal Republic of Yugoslavia, Haiti, Iran, Iraq, Kashmir, Lebanon, Liberia, Libya, Montserrat, Myanmar (Burma), Nigeria, North Korea, Pakistan, Rwanda, Somalia, Sri Lanka, Sudan, Turkish provinces of Agri, Bingol, Bitlis, Diyarbakir, Elazig, Hakkari, Mardin, Mus, Siirt, Urfa and Van, and Yemen, or any other country where trade relations are unlawful as determined by the Government of the United States of America, including its agencies, or the governing body of the European Union, including its agencies.

C. Property Insured

This Policy covers the property specified as such in Item 7 of the Declarations and situated at a location specified therein, and as provided in Section I.E.2 and in Section I.D.

D. Property of Others

Subject to its terms and conditions, this Policy also covers the personal property of employees and others at the location described in the Declarations unless otherwise excluded.

E. Extensions of Coverage

1. Debris Removal and Decontamination

This Policy also shall pay for expenses necessarily incurred by the Insureds in removing debris of and in decontaminating the Insured Property covered by this Policy, including those incurred to decontaminate land, following Accidental Property Damage, unless otherwise excluded.

2. Transit Damage

This Policy also shall pay for the Property Damage caused by an Accident, unless otherwise excluded, to Insured Property in transit and to property insured under Section I.D while such property is in transit, subject to a total sublimit of \$10,000,000 and the following terms and conditions:

- (a) For purposes of this coverage, Insured Property includes property that has been purchased for use at the site and is in transit to the site.
- (b) This coverage applies to shipments of Insured Property worldwide and to the temporary storage of such Insured Property while at a repair facility, except that
 - i) No coverage is provided while the Insured Property is within the borders of any country excepted from the Territorial Limits defined in Section I.B; and
 - ii) No coverage is provided for any shipment beyond 100-nautical miles of the shores of the country of origin or destination for airborne or waterborne shipments, except when the point of exit and entry for the shipment is to be the same country in which case this coverage will remain in effect throughout the shipment.
- (c) It is a condition of this insurance that the Insured Property be packed and shipped in accordance with all applicable laws or regulations having the force of law.

- (d) This coverage is excess of any valid and collectible coverage from the seller or shipper.

Each and every Loss covered under this Section I.E.2 shall be adjusted separately, and from the amount of such Loss, or, if there is contributing insurance, from the Insurer's pro-rata share of such Loss, there shall be deducted the Transit Deductible Amount stipulated in Item 8 of the Declarations.

3. Expediting Expense

This Policy shall also pay for the reasonable extra costs to make temporary repairs or temporary replacement and to expedite the permanent repair or replacement of Insured Property damaged by an Accident, unless otherwise excluded, including overtime and the extra cost of express or other rapid means of transportation. This coverage is subject to a sublimit of the greater of \$2,500,000 or an amount equal to ten percent (10%) of the loss (excluding the Expediting Expense), but not to exceed a maximum sublimit of \$10,000,000.

4. Regulatory Code

This Policy shall also cover the additional cost of repair or replacement of Insured Property arising out of Accidental Property Damage, necessitated by enforcement of any state or federal statute, regulation, ordinance or other rule having the force of law relating to minimum standards of construction or engineering or licensing, qualification or certification (hereinafter referred to as "Code") which is in effect at the time of the Accident and to which the Insured Property is subject. All such costs are subject to a total sublimit of \$2,500,000 and to the requirement that the costs involved are actually, directly and necessarily incurred in order to comply with any Code governing repair and/or replacement, or continued or renewed licensing, qualification or certification of the Insured Property which has sustained Accidental Property Damage.

5. Removal from Premises

If Insured Property is necessarily removed from any location specified in the Declarations for preservation from imminent physical damage, this Policy also covers such Insured Property for a period of forty-five (45) business days from the commencement of such removal, during removal, at any place to which such Insured Property has been removed, and during return; provided, however, this provision does not apply to Property Damage by radioactive contamination except as otherwise provided in Section I.E.2. The Member Insured shall notify the Insurer of any such removal within ten (10) business days after its commencement.

II. PRIORITY FOR DECONTAMINATION LIABILITY EXPENSES

1. Whenever the estimated expenses covered under Section I.A.2 exceed \$100,000,000, except as provided in paragraph 2 below, it is agreed that payment under this Policy shall be first made with respect to Losses incurred under Section I.A.2, and then, to the extent proceeds of this Policy are not so utilized, with respect to Losses incurred under Section I.A.1.
2. Payment under this Policy may be made with respect to Losses covered under Section I.A.1 prior to the completion of payments under Section I.A.2 only on the following conditions:
 - (a) The Member Insured must attest that:
 - (i) no proceeds of this Policy in excess of an amount specified by the Insureds ("Specified Nuclear Liability Amount"), except as provided in a Proof of Loss filed with the Insurer, are needed to discharge the legal obligation or liability of the Insureds under the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et seq. as amended, and the regulations promulgated pursuant thereto (the "Act") to protect the public health and safety following Accidental Property Damage; and
 - (ii) the payment or use of policy proceeds for Losses covered under Section I.A.1 does not violate any regulation or order of the Nuclear Regulatory Commission or any governmental body succeeding to the functions and authorities thereof ("NRC").
 - (b) Except as provided in paragraph (c) below, the amount of insurance available for payment to the Insureds with respect to Losses covered under Section I.A.1 prior to the indemnification under Section I.A.2 shall be calculated by subtracting the Specified Nuclear Liability Amount from the amount of insurance specified in Item 6 of the Declarations, as it may be reduced pursuant to the terms of this Policy.
 - (c) At the request of the Member Insured, the amount calculated in accordance with subparagraph 2(b) above, may be increased to include an amount equal to all or part of the Specified Nuclear Liability Amount, but only to the extent of amounts for which the Member Insured attests:
 - (i) that the Insureds are entitled under other valid and collectible insurance covering the same expenses covered by Section I.A.2;
 - (ii) that the Insureds will claim under such other insurance and use such claimed proceeds to discharge their legal obligation or liability under the Act to protect the public health and safety following Accidental Property Damage; and

- (iii) that the payment or use of all or part of the Specified Nuclear Liability Amount for Losses covered under Section I.A.1 does not violate any regulation or order of the NRC.

III. EXCLUSIONS

A. General Exclusions

1. The coverage provided under this Policy does not apply to Property Damage caused by or resulting from:
 - (a) gradual accumulation of radioactive contamination;
 - (b) radioactive contamination at any location specified in the Declarations, resulting from matter released from any source outside the premises of that location and for which the Insured is covered or would be entitled to coverage or can make a claim against a third party who is insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters or any other third party liability insurer, but this exclusion shall not apply to radioactive contamination resulting from matter released from any source while such source is in transit from any location specified in the Declarations;
 - (c) failure of the Insureds to use all reasonable means to save and preserve the Insured Property at and after an Accident or when the Insured Property is in danger of Property Damage;
 - (d) unexplained or mysterious disappearance of Insured Property, or shortage disclosed upon taking inventory;
 - (e) delay, inherent vice, loss of use, or loss of market;
 - (f) any fraudulent, dishonest, or criminal act done by or at the instigation of any Insured, any Operator, a partner or joint venturer in or of any Insured or Operator, or an officer, director or trustee of any Insured or Operator;
 - (g) any order or directive of a federal, state, county, or municipal governmental entity or any department, agency or political subdivision thereof, including, without limitation, an order to replace undamaged Insured Property pursuant to a directive of the NRC, except acts of destruction at the time of and for the purpose of preventing the spread of Accidental Property Damage;
 - (h) seizure, destruction or confiscation by order or directive of any federal, state, county, or municipal governmental entity or any department, agency or political subdivision thereof, or risks of contraband or illegal transportation or trade;

- (i) or attributable to manufacturing or processing operations which result in damage to stock or materials while such stock or materials are being actually worked upon;
- (j) any form of deterioration or wear and tear, including but not limited to
 - (i) depletion, depreciation, and deterioration, including that of fuel element cladding;
 - (ii) embrittlement of any kind, including but not limited to hydrogen embrittlement and neutron embrittlement;
 - (iii) fatigue of any kind, including but not limited to thermal fatigue and high-cycle fatigue;
 - (iv) rust, erosion, or corrosion of any kind, including but not limited to stress corrosion cracking, unless caused directly by an independent and separate Accident not otherwise excluded, but then only for the Property Damage caused by such Accident;
 - (v) pitting, cracking, bulging, blistering, fretting, denting, deformation or distortion of the Insured Property which accompanies or is directly associated with the kinds of Property Damage specified in paragraphs (ii) through (iv) above; and
 - (vi) shrinking, bulging, expansion, cracking, shifting, rising, settling, sinking, and lateral or other movement of pavements, foundations, walls, floors, ceiling or roofs;
- (k) dampness, dryness, or extremes or changes of temperature of the atmosphere, including but not limited to rust, corrosion or erosion or other resulting Property Damage, unless caused directly by an independent and separate Accident not otherwise excluded, but then only for the Property Damage caused by such Accident;
- (l) Flood, unless otherwise provided by endorsement added hereto; or
- (m) earthquake, volcanic eruption, landslide, subsidence or sinking of land or other earth movement, settlement or other movement of foundations, unless otherwise provided by endorsement added hereto.

With respect to the Exclusions in paragraphs (j) through (m), inclusive, the Insurer shall be liable if an independent and separate Accident not otherwise excluded ensues, but then only for the Property Damage caused by the ensuing Accident.

2. This Policy also does not cover:

- (a) accounts, bills, currency, deeds, evidences of debt, money or securities;
- (b)
 - (i) records, manuscripts and drawings, for any amount in excess of their value blank plus the cost incurred for actually transcribing or copying them, except as provided in subparagraph III.A.2(b)(ii) below;
 - (ii) media, data storage devices, and program devices for electronic and electro-mechanical data processing or for electronically controlled equipment, for any amount in excess of the cost of reproducing such media, data storage devices, and program devices from duplicates or from originals of the previous generation of the media, and no liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction;
- (c) vehicles licensed for highway use, aircraft or watercraft, except when such vehicles, aircraft or watercraft are being used for the servicing of or in connection with the operation of the Insured Property;
- (d) any Accidental Property Damage, to the extent of the amount collectible from a contractor, manufacturer or supplier of machinery, equipment or other property under a guaranty or warranty, whether or not such contractor, manufacturer or supplier is included as an Insured under this Policy;
- (e) the cost of making good any faulty workmanship, material, construction or design, whether or not due to negligence, inadvertence, misjudgment or any other cause, and regardless of any warranty which may affect such faulty components; provided, however, the Insurer shall be liable if an independent and separate Accident not otherwise excluded ensues, but then only for the Property Damage caused by the ensuing Accident;
- (f) more than one opening and closing of a turbine in connection with one Accident; provided, however, that additional openings and closings of a turbine in connection with a single Accident can be covered as expediting expenses subject to the provisions of Section I.E.3; and
- (g) any sums which the Insured may be obligated to pay as damages
 - (i) because of bodily injury or personal injury, or
 - (ii) because of damage to property not described in the Declarations, or
 - (iii) for which the Insured is covered or would be entitled to coverage under a nuclear energy liability policy issued by the Nuclear Energy Liability

Insurance Association or Mutual Atomic Energy Liability Underwriters or any other third party liability insurer.

- (h) Land, except for intake and discharge canals that are within the description of the property covered under Item 7 of the Declaration, and as otherwise provided in Section I.E.1 (Extensions of Coverage).

B. War Risk Exclusion

1. Subject to paragraph 2 below, the coverage provided under this Policy does not apply to Property Damage caused directly or indirectly by:
 - (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or by military, naval or air forces; or by an agent of any such government, power, authority or forces;
 - (b) any weapon of war employing nuclear fission or fusion whether in time of peace or war; or
 - (c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.
2. This War Risk Exclusion shall only apply to acts which are part of overt military activity.

IV. PREMIUM

1. The Member Insured agrees to pay to the Insurer the Premium under the terms and conditions hereinafter set forth. The Premium shall be paid to the Insurer by wire transfer or other method acceptable to the Insurer on or before the beginning of the policy period specified in Item 3A of the Declarations.
2. The Member Insured agrees to pay to the Insurer as an Additional Premium all Premium Adjustment(s) assessed under Section V.I of the Policy. For each Premium Adjustment, the Additional Premium in the year in which the Premium Adjustment is assessed shall be increased by a pro rata amount.
3. All Additional Premiums computed on the basis of pro rata Premium Adjustments shall be paid to the Insurer by wire transfer or other method acceptable to the Insurer within 40 calendar days after the Notification Date. However, to the extent that there is a request for a variance (as permitted under Section V.I.7), the Additional Premium referred to in this Paragraph need not be paid until 10 calendar days after a decision denying the request for a

variance, such payment to be made by wire transfer or other method acceptable to the Insurer.

4. For each year that a Premium Adjustment is in place on the date of the renewal of the Policy, the full amount of each such Premium Adjustment shall be considered Additional Premium and shall be payable with the Premium.
5. Upon the termination of a particular Premium Adjustment in accordance with the terms of Section V.I, the Member Insured shall be entitled to a refund of a pro rata amount of the Additional Premium. The refund shall be paid by wire transfer or other method acceptable to the Member Insured within 40 calendar days after the date the Insurer notifies the Insured of the amount of the refund.
6. As a condition precedent to the Insurer's obligations under this Policy, the Member Insured agrees to notify the Insurer that the Insured Property has been classified Category Number Five by the Institute of Nuclear Power Operations ("INPO"), within seven (7) days of being advised by INPO of such classification being put in place, and to pay such additional Premium due hereunder to the Insurer as a result thereof by wire transfer or other method acceptable to the Insurer within twenty (20) business days after demand.
7. The Member Insured further agrees to pay the Insurer the Retrospective Premium Adjustment under the terms and conditions specified under Section VI.

V. CONDITIONS

A. Abandonment

There shall be no abandonment to the Insurer of any property.

B. Appraisal

In case the Member Insured and the Insurer shall fail to agree as to the amount of Property Damage, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The two (2) appraisers so selected shall first select a competent and disinterested umpire; and failing for fifteen (15) days from the date of selection of the second appraiser to agree upon such umpire, then on request of the Member Insured or the Insurer, such umpire shall be selected by a judge of the United States District Court for the district in which the Insured Property is located. The appraisers shall then appraise the Property Damage, stating separately Replacement Cost and/or the Actual Cash Value of each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with the Insurer shall determine the amount of Property Damage. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and of the umpire shall be paid equally by the Member Insured on the one hand and the Insurer on the other.

C. Assignment

Assignment or transfer of this Policy shall not be valid except with the prior written consent of the Insurer.

D. Choice of Law

1. In view of the diverse locations of the parties hereto and the desirability of unified regulation, the Insureds and Insurer agree that the terms of this Policy shall determine their respective rights and duties and that this Policy shall be construed and enforced in accordance with and governed by the internal law of the State of New York, United States of America.
2. The parties intend that the Insurer conduct its activities so as not to be subject to the insurance regulation of any jurisdiction other than Bermuda and Delaware. Accordingly, the parties expressly recognize and agree that paragraph 1 above does not evidence an intent by the parties to
 - (a) give jurisdiction over the Insurer to the insurance regulatory authority of any jurisdiction other than Bermuda and Delaware; or
 - (b) make applicable to this Policy any of the insurance laws or regulations (including those which specify the terms of the by-laws and contracts of mutual insurance companies) of any jurisdiction, including New York, other than to the extent such laws of Bermuda and Delaware are applicable; or
 - (c) otherwise have the laws of Bermuda or Delaware apply to the construction or enforcement of this Policy.

E. Concealment, Fraud

The Insurer shall have no obligation to make any payment under this Policy if, whether before or after a Loss, any Insured has willfully concealed or misrepresented in writing any material fact or circumstance concerning this insurance or the subject thereof, or the interest of any Insured therein, or in case of any fraud or false swearing by any Insured relating thereto; but the application of this provision shall not affect the Member Insured's obligation to pay the Retrospective Premium Adjustment callable by the Insurer under this Policy, or provide other assurances to the Insurer Pursuant to Section VI.2.

F. Deductibles

1. There shall be deducted from the amount of each and every Loss the Deductible stated in Item 8 of the Declarations. In the event that more than one Deductible applies to any one Loss, then only the largest Deductible for that Loss shall be applied.

2. To the extent that the Deductible Adjustment applies in accordance with the provisions of Section V.I, and to the extent that the amount of the Deductible Adjustment is greater than the amount of the Deductible, then the Deductible Adjustment shall be substituted for the Deductible for purposes of Paragraph V.F.1. If there is more than one Deductible Adjustment in place under Section V.I, only the highest Deductible Adjustment will be considered for purposes of this Section V.F.

G. Dispute Resolution

1. The Insurer and the Insured mutually acknowledge that the form, terms and conditions of the Policy have been formulated by representatives of the companies participating in the mutual enterprise in order to provide insurance coverage which is vital to all participants. It is desired that the Insurer serve as a financially stable and reliable entity, responsive to the coverage needs of its participants, and providing coverage fairly and equitably as to each Insured, but taking equally into account fairness and equity as to all Insureds as a group. While every effort has been made to define with clarity and precision the scope of coverage and other policy provisions, the Insurer and the Insured mutually acknowledge that situations may arise where the terms of the Policy, or the interpretation of the terms, are disputed. For the foregoing reasons, the Insurer and the Insured agree that the following principles shall govern the interpretation of the Policy:

- (a) Even-handedness and fairness to both the Insurer and the Insured;
- (b) In the event of an ambiguity in a policy provision, the intentions of the Insurer and the Insured shall be considered by the Arbitrator(s). Evidence of such intentions is limited to the following extrinsic evidence: reports, notes, meeting minutes, and related materials produced by or given to the Insurer's Board of Directors, Advisory Committees, and Task Forces, and any testimony taken from a present or former employee of the Insurer, member of a Member Advisory Committee, or Director;
- (c) The practice of the Insurer and the Insured in interpreting and applying the Policy;
- (d) The cooperative rather than adversarial relationship between the Insurer and the Insured; and
- (e) The contract construction rule of contra proferentem (construing a contract against the drafter) is not applicable to this insurance policy.

2. The Insurer and Insured will endeavor to resolve any dispute between them by means of a voluntary process to be agreed upon between them, including, without limitation, early neutral evaluation, mediation, mini-trial, neutral fact finding, or senior peer review. Neither the Insurer nor the Insured may be compelled to participate in any such voluntary process except that, at the request of an Insured, the Insurer agrees to submit the dispute to senior peer review. The Insurer agrees to pay the fees and expenses of any neutral party associated with the use of any process hereunder. Senior peer review is a process in which

both sides present their arguments and view of the evidence to a panel of five (5) employees of other

NEIL Members, unless the Insured and Insurer agree that a panel of three (3) would be more appropriate. The panel will provide a written non-binding opinion on the merits of the dispute. Though not an exclusive list, panel members may include individuals from NEIL's Member Representatives, Board of Directors, Member Advisory Committees, or Members' Legal Counsel. None of the panelists may be employed by a Member that is an affiliate of the Insured involved in the dispute. The panelists shall be selected by agreement of the Insured and Insurer, but if no agreement is reached within 30 days of the date the senior peer review is requested, the Insurer and Insured shall each submit a list of five names and a NEIL outside Director (as chosen by the Chairman of the Board) shall select the panelists. The panel, with input from the parties, shall establish a schedule for the proceeding, including, if appropriate, the submittal of written materials and oral arguments.

3. The Statement of Dispute Resolution Principles adopted by the Insurer's Board of Directors and Members, as it may be amended from time to time, shall not create any rights or obligations on the parties but shall be used as guidelines for conducting dispute resolution processes hereunder.
4. Any dispute, controversy or claim between the Insurer and the Insured as to any matter arising out of or relating to this Policy, or the breach, termination or invalidity thereof, which is not settled between themselves, pursuant to paragraph 2 above or otherwise, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law's (UNCITRAL) Arbitration Rules. Arbitration of a dispute is final and binding.
 - a. The number of arbitrators shall be one, unless the Insured or the Insurer requests a three-person panel, in which case the number of arbitrators shall be three.
 - b. In the event the arbitration is to be decided by a single arbitrator, and the parties cannot agree on the appointment of that arbitrator within sixty (60) days of the notice of arbitration being served, the sole arbitrator shall be selected by the appointing authority specified in paragraph 4.d.
 - c. In the event the arbitration is to be decided by three arbitrators, the Insured shall appoint one arbitrator and the Insurer another; the two so appointed arbitrators shall select the third, who will act as the Chairman for the panel. The party which files the notice of arbitration shall include in such notice the identity of its party-appointed arbitrator. Within forty-five (45) days of service of the notice of arbitration, the second party shall notify the party that filed the notice of arbitration of the identity of its party-appointed arbitrator. At the time of the notification of the appointment, each side shall provide the other with a detailed curriculum vitae for the selected arbitrator, which shall include information regarding any potential

conflict of interest of the selected arbitrator, including any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. All arbitrators shall be obligated to update his/her potential conflict of interest information throughout the arbitration. If (i) the party filing the notice of arbitration fails to include the identity of its party-appointed arbitrator, or (ii) the

second party does not notify the first party of its party-appointed arbitrator within forty-five (45) days of service of the notice of arbitration, or (iii) the two party-appointed arbitrators fail to agree on a third arbitrator within a period of sixty (60) days from the date of appointment of the second arbitrator, then, on request of either party, the missing party-appointed arbitrator or the third arbitrator (as the case may be) shall be selected by the appointing authority specified in paragraph 4.d. There shall be no *ex parte* communications between a party and any of the arbitrators, except that a party-appointed arbitrator shall be permitted to communicate with the party that appointed him/her concerning (1) the identity of the Chairman and (2) issues associated with arbitrator invoices.

d. The appointing authority shall be the American Arbitration Association ("AAA") in New York, New York. The AAA shall select arbitrators from the panel of international arbitrators for the International Centre for Dispute Resolution, the international division of the AAA (the "ICDR Roster"). The arbitrators selected from the ICDR Roster shall be U.S. nationals. If for any reason the AAA fails to appoint an arbitrator within thirty (30) days of the date of receipt of the request for such appointment, either party may proceed pursuant to Article 75 of the Civil Practice Law and Rules of the State of New York and make application to the Supreme Court of the State of New York, County of New York for the appointment of the arbitrator.

e. To the extent there is any inconsistency between the UNCITRAL Arbitration Rules and the provisions of this Policy, the latter shall govern.

f. The place of the arbitration shall be New York, New York, unless the parties agree upon another location.

g. Within forty-five (45) days after the appointment of the Chairman, the arbitrators shall conduct an initial conference to which the parties will be invited to attend. At the initial conference, the parties and arbitrators shall discuss, without limitation, (1) the procedures to be followed, (2) scheduling of submissions and hearings, and (3) a timetable for discovery. At a minimum, the discovery order shall require the parties to provide each other non-privileged documents that are requested by the other side and that reasonably relate to the claims and defenses asserted in the arbitration. Following the initial conference, the arbitrators shall issue a Procedural Order to the parties setting forth the procedures and schedule.

h. Within sixty (60) days of the close of the hearings (or the later of post-hearing oral argument or post-hearing written submissions should the arbitrators authorize them), the arbitrators shall issue their award, which shall be in writing and shall present a detailed statement of the factual and legal bases for the award. The award of the arbitrators shall require a majority of two votes. The arbitrators shall first determine the liability of the parties as to the dispute, claim or controversy, and then, only if necessary, determine the type and amount of relief to be granted. In no case may the

arbitrators order the rescission or reformation of this Policy. Further, unless the arbitrators determine that it is inappropriate under the circumstances of the case, the award shall provide that post-award interest shall begin to accrue at the rate of the Prime Rate, as published in the Wall Street Journal as of the date of the award, plus two (2) percent per annum from the date sixty (60) days after the award is delivered to the parties until the date the award is paid.

i. The arbitrators shall award reasonable attorney's fees and costs to the prevailing party, not to exceed the amount of fees and costs incurred by the non-prevailing party. For this purpose, the fees incurred shall be calculated at reasonable hourly billing rates and shall include all reasonable out-of-pocket expenses, including, without limitation, the reasonable costs of expert witnesses and consultants. If the Insured has retained counsel on a contingency fee basis, and the Insurer is the prevailing party, the arbitrators shall award the Insurer all of its reasonable attorney's fees and costs (without consideration of the fees and costs incurred by the Insured).

j. In the event the award is challenged in court and the challenge is denied, the party that challenged the award shall pay the reasonable attorney's fees and costs incurred by the non-challenging party in defending against the challenge to the award.

k. The parties acknowledge that any dispute resolution proceeding is intended to be confidential and therefore agree to properly maintain and not disclose or reveal any information obtained from the other party pursuant to the terms of a Confidentiality Agreement to be executed between the parties at the beginning of the proceeding (the terms of which shall be determined by the arbitrators in the event that the parties are unable to agree). In the case of arbitration, the written decision of the arbitrator(s) shall be available to other Insureds of NEIL and ONEIL, except that any information within the written decision that the Insured can show is proprietary in nature will be redacted.

5. To the extent that any dispute, claim or controversy between the Insured and the Insurer hereunder is not subject to arbitration for any reason, or to the extent that applicable law otherwise permits the parties to seek provisional relief from the courts prior to the time that the arbitral panel is appointed, the United States District Court for the Southern

District of New York (or the Supreme Court of the State of New York, New York County, if federal jurisdiction cannot be attained) shall have exclusive jurisdiction thereof. For such purpose, the Insured agrees to accept, without objection to form or manner, service of process by registered mail or form of overnight mail to the person identified in Item 11 of the Declarations. For such purpose, the Insurer agrees to accept, without objection to form or manner, service of process by registered mail, or overnight mail, directed to the Insurer's General Counsel, at Nuclear Electric Insurance Limited, 1201 Market Street, Suite 1100, Wilmington, Delaware 19801. The foregoing consents to service of process are not intended, nor shall they be construed, to extend to any dispute, claim, controversy, cause of action, or other matter other than as stated in this paragraph.

H. Headings

The headings in this Policy are inserted for convenience only and shall not be deemed to constitute a part hereof.

I. Evaluations and Compliance with Loss Control Standards

1. The Insurer shall be permitted, but not obligated, to perform or to have performed on its behalf, evaluations of the Insured Property at any reasonable time. All evaluations and evaluation reports made by or on behalf of the Insurer are made solely for insurance purposes. Evaluation reports are based upon the conditions, practices and property observed and information made available at the time of the evaluation, and shall not be deemed to identify all hazards or to indicate that other hazards do not exist. The Insurer and those performing evaluations on its behalf shall not be responsible for the correction or control of any conditions, practices or property. Notwithstanding any other agreement, express or implied, to the contrary, neither the right to make an evaluation nor the making of an evaluation, nor any advice or report resulting therefrom, shall constitute or be construed as an undertaking on behalf of or for the benefit of the Insureds or others to determine or warrant that the facilities, operations or property are safe or healthful, or are in compliance with any law, rule, regulation, procedure or standard. It shall be the obligation of the Insureds to ensure that the Insurer is accorded the right to conduct an evaluation under this paragraph.

2. Notwithstanding the provisions in Paragraph V.1.5, upon discovery of a dangerous condition (the "Dangerous Condition") with respect to any property, or part thereof, insured under this Policy (the "Affected Property"), whether discovered as a result of an evaluation or otherwise, a representative of the Insurer may

(a) request that the Affected Property be taken out of service without delay, and/or

(b) request that actions be taken to remedy the Dangerous Condition.

3. If a request made under Paragraph V.I.2 is not complied with, the Insurer may immediately suspend coverage as to the Affected Property and/or as to Property Damage that could have been avoided or reduced had the Dangerous Condition been remedied, provided, however, that there will be coverage for Property Damage if the Insured can demonstrate that the Property Damage was unrelated to the failure to take the requested action (and there is otherwise coverage under this Policy). Notice of the suspension (which may be made together with either request referred to in Paragraph V.I.2) shall be written and, notwithstanding any other provisions under this Policy, may be sent to the Member Insured by hand delivery, e-mail, fax or courier.
4. It shall be an obligation under this Policy that the Insured comply with the Shall Requirements contained in the Insurer's Loss Control Standards.
5. When the Insurer learns of an Insured's failure to comply with, or to take agreed upon actions to correct a failure to comply with, a Shall Requirement contained in the Insurer's Loss Control Standards, the Insurer may notify the Insured of the non-compliance, and upon or after such notification shall have the right to
 - (a) adjust the Insured's premiums ("Premium Adjustments") and/or the Insured's deductible ("Deductible Adjustments"), and/or
 - (b) suspend coverage under this policy as to the property that is the subject of the applicable Shall Requirement and/or as to Property Damage that could have been avoided or reduced if not for the Insured's failure to comply with the applicable Shall Requirement, provided, however, that there will be coverage for Property Damage if the Insured can demonstrate that the Property Damage was not related to the noncompliance (and there is otherwise coverage under this Policy).

The Actions referred to in this Paragraph may be collectively referred to as "Policy Adjustments".

6. Notification to the Insured about a non-compliance with the Shall Requirements contained in the Insurer's Loss Control Standards shall be in writing (the "Notification Letter") and, notwithstanding any other provisions under this Policy, may be sent to the Member Insured by hand delivery, e-mail, fax or courier. The date of the Notification Letter shall be referred to as the "Notification Date". The Notification Letter shall set forth the specific Premium Adjustments and Deductible Adjustments to be made, which shall be assessed in accordance with the schedules contained in the Insurer's Rating Procedures and Schedules then in effect. Deductible Adjustments shall apply in accordance with the details set forth in the Notification Letter.
7. Unless indicated otherwise in the Notification Letter, all Premium and Deductible Adjustments will take effect on the 31st calendar day after the Notification Date unless the Insured requests a variance (in accordance with the procedures contained in the Loss Control Standards) or requests that the applicable coverage be removed because the Insured

has elected not to comply with the relevant Loss Control Standard requirement. The precise scope of any coverage removal will be described in an endorsement to the Policy.

8. Unless indicated otherwise in the Notification Letter, all Premium and Deductible Adjustments will remain in effect until the Insurer endorses the Policy to remove such Policy Adjustments. For purposes of determining whether an Accident took place during a period that there was a Deductible Adjustment, the relevant date is the date on which the Accident actually occurred and not any deemed date that may otherwise be defined in the Policy.
9. Notwithstanding the provisions in Paragraph V.I.6 any suspension of coverage under Paragraphs V.I.3 and V.I.5 shall be in accordance with the scope of coverage suspension set forth in writing and delivered to the Insured.
10. If the Insured requests a variance, no Premium or Deductible Adjustments will be implemented while the variance request is being considered by the Insurer. If the Insurer does not grant the variance, the Premium and Deductible Adjustments shall be applied retroactively to the day the Adjustments would have gone into effect under Paragraph V.I.7, even if the Insured requests a review or otherwise appeals the Insurer's decision. The provisions of this paragraph will apply even in the event that an Accident actually occurs during the time that the variance request is being considered.
11. The Insurer may immediately suspend coverage under this Policy, in whole or in part, with respect to the Insured Property if (i) the NRC suspends or revokes for any reason the operating license issued with respect to any Unit on such Insured Property, or (ii) the NRC issues a shutdown order with respect to such Unit, or (iii) the NRC issues a confirmatory order keeping such Unit shut down. In the event that the Insurer chooses to suspend coverage under this provision, it shall notify the Member Insured in writing of that decision.
12. The coverage suspended in accordance with Paragraphs V.I.3 and V.I.5 above, as well as the coverage removed under Paragraph V.I.7 above, may be reinstated by the Insurer, but only by an endorsement issued to form a part of this Policy. The suspension of the insurance under this Policy will not affect the obligation of the Member Insured to pay the Retrospective Premium Adjustment callable by the Insurer under this Policy, or provide other assurances to the Insurer Pursuant to Section VI.2.

J. Insurer's Options

It shall be the option of the Insurer to take all, or any part, of the destroyed or damaged Insured Property at the agreed or appraised value, and also to decontaminate or otherwise repair, or to rebuild or replace such Insured Property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention to do so within thirty (30) days after the receipt of the Proof of Loss as herein provided.

K. Limits

1. The Insurer shall not be liable for more than the amount shown as limit of liability in the Declarations for any one Accident.
2. The insurance provided by this Policy shall not be reduced by the sum paid for any one Accident.
3. Notwithstanding anything contained herein to the contrary, the Insurer's liability hereunder shall be the amount payable to the Member Insured but for this provision, less any amount owed to the Insurer by the Insureds, including amounts owed to the Insurer by the Insureds under this Policy or any other agreement or policy.
4. The Member Insured's recovery under Section I.A.1 and I.A.2 of this Policy shall not be decreased because the Replacement Cost or Actual Cash Value, whichever is applicable, of the Insured Property is less than the Insurer's limit of liability.

L. Mortgagee Interests and Obligations

1. If a Loss hereunder is assigned or made payable, in whole or in part, to a designated mortgagee not named herein as an Insured, such interest in this Policy may be canceled upon sixty (60) days' written notice of cancellation mailed or delivered to such mortgagee.
2. If the Insureds fail to meet the requirements stated herein in the case of Accidental Property Damage, such mortgagee, upon notice, shall render a written estimate of Loss within sixty (60) days and shall render Proof of Loss in the form approved by the Insurer within twelve (12) months thereafter and shall be subject to the provisions hereof relating to appraisal, arbitration and time of payment and of bringing suit. If the Insurer shall claim that no liability exists as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by endorsement.

M. Natural Hazards

1. *Windstorm Loss*

Each Loss by windstorm, tornado or hurricane shall constitute a single Accident; provided, if more than one windstorm, tornado or hurricane should occur within any period of ninety-six (96) hours commencing during the term of this Policy, and such windstorms, tornados or hurricanes have a common origin or are caused by a single atmospheric disturbance, then such windstorms, tornados or hurricanes shall be deemed to be a single windstorm, tornado or hurricane.

2. *Flood Loss*

Each Flood shall be deemed a separate Accident; provided that if more than one Flood should occur within any period of ninety-six (96) hours commencing during the term of this Policy and such Floods have a common origin or are caused by a single Accident, then such Floods shall be deemed to be a single Flood.

3. *Earthquake or Volcanic Eruption Loss*

Each earthquake shock or volcanic eruption shall be deemed a separate Loss; provided that if more than one earthquake shock or volcanic eruption shall occur within any period of ninety-six (96) hours commencing during the term of this Policy and such earthquake shocks or volcanic eruptions have a common origin or are caused by a single incident, then such earthquake shocks or volcanic eruptions shall be deemed to be a single earthquake or volcanic eruption.

N. Other Insurance

The Insurer shall not be liable if at the time of the Accident there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributory insurance, and then only after all other insurance has been exhausted.

O. Policy Decisions and Notice

Except as provided in paragraph Q of Section V, all decisions or actions made or taken with respect to this Policy may only be taken or made by the first named Member Insured and all such decisions or actions shall be binding on all Insureds. Such decisions or actions shall include, without limitation, decisions to give or not give notices of losses, to file or not file proofs of loss and to bring or not bring an action under the dispute resolution provision. No decision or action with respect to this Policy may be made or taken by anyone other than the Insurer and the first named Member Insured. The first named Member Insured shall be that Member Insured whose name is listed first in Item 1 of the Declarations. The Insurer and the Insureds agree that all communications between them as to any matter arising under or relating to this Policy shall be made as follows:

1. If to the Insurer: The communication must be sent by the first named Member Insured and must be sent, by facsimile, mail or courier to the Insurer at the address listed in Item 2 of the Declarations.
2. If to the Insureds: The communication must be sent by the Insurer to the first named Member Insured and must be sent, by facsimile, mail or courier to the address listed in Item 1 of the Declarations or to the address of such Member Insured's Delaware Representative. It shall be the obligation of the first named Member Insured to communicate the contents of any notification from the Insurer to the other Insureds.

The Insured's compliance with the provisions of this paragraph is a condition precedent to the Insurer's obligations under this Policy.

P. Policy Modifications

This Policy embodies all agreements between the Member Insured and the Insurer or any of their agents relating to this insurance. There shall be no change in the terms, provisions and stipulations of this Policy except in writing hereon or by endorsement added hereto by the Insurer and the Member Insured.

Q. Requirements in Case of Loss

1. It shall be an obligation of the Insureds to give or cause to be given to the Insurer immediate written notice of any Accidental Property Damage and to protect the Insured Property from further damage. The Insureds shall separate or cause to be separated, with reasonable promptness, the damaged and undamaged Insured Property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged Insured Property, showing in detail quantities, costs, the Replacement Cost and estimated amount of Property Damage claimed. The Insurer may deny coverage for such Accidental Property Damage if the Insured fails to comply with its obligations to provide immediate written notice thereof, but only if the Insurer demonstrates being prejudiced in its ability to adjust, assess or otherwise investigate the claim as a result of such failure.
2. Within twelve (12) months after the Accidental Property Damage, unless such time is extended in writing by the Insurer, not to be unreasonably withheld, the Insureds shall render to the Insurer a proof of loss ("Proof of Loss"), in the form approved by the Insurer, signed and sworn to by the Member Insured, stating the knowledge and belief of the Insureds as to the time and origin of the Accidental Property Damage, the interest of the Insureds and all others in the Insured Property, the value of the Insured Property involved in the Accident, the amount of Loss or damage thereto, all other contracts of insurance, whether valid or not, covering any of said Insured Property, and
 - (a) with respect to Losses covered under Section I.A.1, an attestation by the Member Insured that either no proceeds of this Policy, or no proceeds of this Policy in excess of the Specified Nuclear Liability Amount, except as provided in a Proof of Loss filed with the Insurer, are needed to discharge the legal obligation or liability of the Insureds under the Act to protect the public health and safety following Accidental Property Damage, and that the payment of policy proceeds for the Property Damage under Section I.A.1 does not violate any regulation or order of the NRC; and
 - (b) with respect to Losses covered under Section I.A.2, the time and origin of the Accidental Property Damage necessitating such expenses, the amount of expenses incurred in discharging the Insureds' legal obligation or liability under the Act to protect the public health and safety following Accidental Property Damage, and an

attestation by the Member Insured as to the Insurer's legal obligation or liability to incur such expenses.

3. The Insureds shall exhibit or cause to be exhibited to any person designated by the Insurer, as often as may be reasonably required, all that remains of any Insured Property and shall submit to examinations under oath by any person named by the Insurer, and shall subscribe the same. The Insureds shall, as often as may be reasonably required, produce for examination all books of accounts, bills, invoices and other vouchers, or certified copies thereof if originals be lost, or other documents needed by the Insurer to determine its liability, at such reasonable time and place as may be designated by the Insurer or its representatives, and shall permit extracts and copies thereof to be made.

R. State Premium Tax

The Insureds represent that they have paid or will pay any applicable state premium tax.

S. Subrogation

1. Except as provided in paragraph S.3 below, the Insurer may require from the Insureds an assignment of all right of recovery against any party for Accidental Property Damage to the extent that payment therefor is made by the Insurer, and the Insureds shall execute and deliver all necessary instruments and do all things necessary or desirable on behalf of the Insurer to secure such rights. The Insureds shall take no action after the Accident which may prejudice the Insurer's rights under this paragraph; however, prior to an Accident, the Insureds may waive in writing any or all right of recovery against any party for Accidental Property Damage.

2. The Insurer hereby waives any right of subrogation acquired by reason of any payment under this Policy arising out of any Accidental Property Damage against the Insureds and any party furnishing services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation or use of the Insured Property.

3. It is a condition of this Policy that the Insureds shall repay to the Insurer any recoveries made by the Insureds on account of any Accidental Property Damage to the extent that the Insurer would have been entitled to such recoveries had this waiver not been included in this Policy. The proceeds of any recovery shall be applied first to any uncompensated Property Damage incurred by the Insureds, including reimbursement of any deductible amount under this Policy, and then, to the extent any proceeds of such recovery remain, to reimburse the Insurer for any payments made by it to the Insureds.

T. Suit

No suit, action or proceeding on this Policy for the recovery of any claim shall be sustainable in any court of law or equity or any arbitral tribunal unless all the requirements of this Policy shall have been complied with, and unless commenced within eighteen (18) months after the Accident giving rise to such claim; provided, however, an extension of time granted by the Insurer for

rendering a Proof of Loss with respect to any Accidental Property Damage shall extend the eighteen-month (18) period for bringing suit with respect to such claim by the period of the extension.

U. Term and Cancellation

1. This Policy shall commence on the date specified in Item 3A of the Declarations and shall terminate on the date specified in Item 3A of the Declarations. This Policy shall be automatically renewed for successive one-year terms, however either party may cancel this Policy by providing written notice to the other party by registered mail at least three months prior to any anniversary.
2. This Policy may be canceled at any time by the Insurer, upon approval of its Board of Directors, upon sixty (60) days' written notice of cancellation mailed or delivered to the Member Insured, with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium, if not tendered, will be refunded on demand.
3. This Policy shall be automatically canceled if (i) the INPO membership of either the Member Insured or the Operator is suspended or canceled by INPO for any reason and (ii) the Member Insured fails to notify the Insurer within five business days after receipt of notice of such suspension or cancellation of membership in INPO, unless the Insurer is otherwise notified during such five business days.
4. In the event that the Member Insured fails to pay to the Insurer any Retrospective Premium Adjustment due under this Policy, due under any Other Insurance Policy as such Member Insured may have with the Insurer, or referred to in Section VI, this Policy shall terminate provided that the Insurer notifies the Member Insured in writing of this delinquency and the Member Insured fails to make the required payment within 15 days after receiving such notice by registered mail.
5. Neither the cancellation of the Policy on the part of the Member Insured or the Insurer, nor its automatic termination, shall affect the obligation of the Member Insured to pay the Retrospective Premium Adjustment callable by the Insurer under this Policy, or provide other assurances to the Insurer Pursuant to Section VI.2.

V. Valuation

1. The value of the Insured Property at the time of an Accident shall be the Replacement Cost of such Insured Property, but only if such Insured Property as is damaged or destroyed is replaced within a reasonable time with identical or like kind property on the same premises and intended for the same occupancy and use. In all other cases, the value of the Insured Property at the time of loss shall be the Actual Cash Value of such Insured Property, notwithstanding that the Policy may refer to the Replacement Cost of such Insured Property. The Member Insured may elect first to make claim under this Policy on an

Actual Cash Value basis and may make further claim on a Replacement Cost basis, provided the Insurer is notified in writing within one hundred and eighty (180) days after the Accident of the Member Insured's intent to make such further claim and such claim is filed within three hundred and sixty-five (365) days of such notice.

2. The value of Insured Property in transit at the time of an Accident shall be the Replacement Cost of such Insured Property, but not exceeding the amount which it would cost to repair or replace such Insured Property with material of like kind and quality within a reasonable time after such loss, including general average and salvage charges.
3. In the event of Property Damage to Insured Property constituting nuclear fuel, the Insurer's obligation to indemnify the Insureds and their legal representatives under Section I shall be limited as follows:
 - (a) Beginning with the date initial criticality is achieved at a Unit, the value of the nuclear fuel in such Unit shall be deemed to be equal to the value of a full fuel core of the fuel then in such unit reduced to reflect the proportion of the usable burn up consumed; and
 - (b) Spent nuclear fuel shall have no value and the Insurer shall have no obligation to indemnify the Insureds or their legal representatives for any Property Damage thereto.

W. Waiver Provisions

No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of the Insurer relating to appraisal or to any examination provided for herein.

X. When Loss Payable.

The amount of Loss for which the Insurer may be liable shall be payable as soon as practicable and in any event within sixty (60) days after the Proof of Loss is received by the Insurer and ascertainment of the Loss is made either by agreement between the Member Insured and the Insurer expressed in writing or by the filing with the Insurer of an award as herein provided. Where only a partial Proof of Loss has been provided to the Insurer and the Insurer's liability for the Property Damage is uncontested, the Insurer may, in its sole discretion, make partial payment to the Insured. Nevertheless, the Insurer shall have no obligation to make such partial payment.

VI. RETROSPECTIVE PREMIUM ADJUSTMENT

The Member Insured agrees to pay to the Insurer the Retrospective Premium Adjustment under the terms and conditions hereinafter set forth.

1. The Insurer may make demand for the Retrospective Premium Adjustment in whole or in one or more parts from time to time, but only to the extent necessary, in the sole discretion of the Board of Directors of the Insurer, to cover Losses incurred by the

Insurer under this Policy and all Other Insurance Policies with coverage effective during the Policy Year (specified in Item 3.B of the Declarations).

2. The Insurer, in the sole discretion of the Board of Directors, may require the Member Insured to provide assurance to the Insurer of the Member Insured's ability to satisfy its obligation to pay a Retrospective Premium Adjustment when called. Within twenty (20) business days of receiving notice from the Insurer that such assurance is required, the Member Insured shall notify the Insurer of the option selected to provide the required assurance, which will include, but is not limited to, providing a letter of credit, providing a financial guarantee, purchasing retrospective premium insurance, or paying a Deposit Premium, and implement such option by providing the Insurer with the required documentation or payment, depending on the option selected. The parameters for a letter of credit, a financial guarantee, and the retrospective premium insurance options will be provided to the Member Insured by the Insurer at the time the Insurer requires the Member Insured to take the action. The terms regarding the Deposit Premium are set forth in Paragraph 3 below.
3. If the Member Insured elects to pay a Deposit Premium, the Insurer may require the Deposit Premium to be paid in whole, in part, or in parts. Any Deposit Premium paid to the Insurer will be returned to the Member Insured when, in the sole discretion of the Insurer's Board of Directors, the retention of the Deposit Premium is no longer required. The amount of any Deposit Premium paid shall be a credit against the obligation of the Member Insured to pay a call made for a Retrospective Premium Adjustment and, to the extent thereof, shall be treated as a payment of the Retrospective Premium Adjustment as of the date a call for a Retrospective Premium Adjustment is made. Amounts paid as Deposit Premiums will be held in an interest bearing account and, until such a call is made, interest earned on the Deposit Premium amount will be paid back to the Member Insured on an annual basis, within ninety (90) business days after the end of the applicable calendar year. However, if the Member Insured fails to elect one of the options available pursuant to Paragraph 2 within the time frame required, or at any other time when in the sole discretion of the Insurer's Board of Directors it is in the best interests of the Insurer, the Insurer may make demand upon the Member Insured for a Deposit Premium, whether or not a demand for a Deposit Premium is made upon any other Member Insured(s). If a demand is made by the Insurer, the Member Insured shall pay the Deposit Premium within twenty (20) business days of demand.
4. That portion of the Retrospective Premium Adjustment demanded by the Insurer shall be paid to the Insurer by wire transfer or other method acceptable to the Insurer within twenty (20) business days after demand. The Insurer may, without first pursuing any rights it may have against any Delinquent Member, make such number of further demands upon the Member Insured, including any Delinquent Member, for further portions of the Retrospective Premium Adjustment, to be payable twenty (20) business days after demand, as may be needed to obtain Retrospective Premium Adjustment from the Member Insureds of the Insurer under this Policy and all Other Insurance Policies with coverage effective during the Policy Year sufficient, in the sole discretion

of the Board of Directors of the Insurer, to cover Losses under this Policy and all Other Insurance Policies with coverage effective during the Policy Year. The fact that the Insurer has received sufficient Retrospective Premium Adjustment from such Member Insureds shall not bar the Insurer from pursuing the Insurer's rights against any Delinquent Member.

5. When, for any purpose hereunder, it becomes necessary to calculate the obligation of the Member Insured for the Retrospective Premium Adjustment, it will be calculated as follows:

- (a) The amount of the Retrospective Premium Adjustment shall be equal to the product of (i) the Multiple selected by the Board of Directors of the Insurer as required to meet Losses under this Policy and all Other Insurance Policies with coverage effective during the Policy Year, times (ii) the Premium plus any Additional Premium, or if such is for a period shorter than a calendar year, such Premium and Additional Premium multiplied by a fraction the numerator of which is 365 and the denominator of which is the number of days in the policy period specified in Item 3A of the Declarations.
- (b) The policy year to which any Retrospective Premium Adjustment relates shall be determined by the Board of Directors of the Insurer at the time it makes the call for such Retrospective Premium Adjustment based on the date of the Accident under this Policy or any Other Insurance Policy giving rise to the obligation which such Retrospective Premium Adjustment is designed to satisfy. The aggregate of all Retrospective Premium Adjustments under this Policy shall not exceed the Retrospective Premium Adjustment set forth in Item 5.B of the Declarations.
- (c) Subject to the provisions with respect to calls made in the event of failure to pay by Delinquent Members, the amount of any call for a Retrospective Premium Adjustment hereunder shall bear the same relation to the total Retrospective Premium Adjustment, payable by all Member Insureds of the Insurer under such call as the highest Premium plus Additional Premium determined under subparagraph (a)(ii) above bears to the aggregate Premiums plus Additional Premiums, used to calculate the total of all such calls, under this Policy and all Other Insurance Policies with coverage effective during the Policy Year.
- (d) The obligation of the Member Insured for the Retrospective Premium Adjustment shall be and remain in full force and effect and all the above calculations shall be made without regard to whether or not the Insurer has any obligation to make payments under this Policy or this Policy is canceled or suspended.

6. When, for any purpose hereunder, it becomes necessary to calculate the obligation of the Member Insured for the Deposit Premium, it will be calculated as follows:

- (a) The amount of the Deposit Premium, if required, shall be equal to Retrospective Premium Adjustment listed in Item 5.B of the Declarations, unless otherwise indicated.
 - (b) The aggregate of the Deposit Premium and any Retrospective Premium Adjustments callable under this Policy shall not exceed the Retrospective Premium Adjustment set forth in Item 5.B of the Declarations.
 - (c) The amount of the Deposit Premium may be adjusted at the anniversary of this Policy.
 - (d) The obligation of the Member Insured for the Deposit Premium shall be and remain in full force and effect and all the above calculations shall be made without regard to whether or not the Insurer has any obligation to make payments under this Policy or this Policy is canceled or suspended.
7. The Multiple is no higher than the Multiple in any Other Insurance Policy with insurance coverage effective during the Policy Year.
8. The Board of Directors of the Insurer in its sole discretion may adjust downward the Multiple stated in this Policy and any Other Insurance Policy with coverage effective during the Policy Year to a new lower Multiple, and the Retrospective Premium Adjustment callable under this Policy and any such Other Insurance Policy shall be reduced by a like proportionate amount. No downward adjustment in such Multiple and corresponding adjustment in any such Retrospective Premium Adjustment may be made with respect to any Retrospective Premium Adjustment which has been assigned by the Insurer, or in any Other Insurance Policy with coverage effective during the Policy Year, if the Multiple in any such Other Insurance Policy, after adjustment, would be less than the Multiple, after adjustment, in this Policy, unless a similar downward adjustment is made in the Multiple in this Policy, together with a corresponding adjustment in the Retrospective Premium Adjustment.
9. The liability of the Member Insured shall be limited to the Premium, Additional Premium the Retrospective Premium Adjustment or any unpaid portion thereof due to the Insurer under the terms of this Policy, and any assurance that may be required pursuant to Section VI.2. No Member Insured shall be subject to any contingent liability or be required to pay any dues or assessments in addition to such Premium, Additional Premium, Retrospective Premium, and any assurance under Section VI.2. Adjustment due under this Policy and those due under any Other Insurance Policies as such Member Insured may have with the Insurer. The liability of the Member Insured for the Retrospective Premium Adjustment for the Policy Year shall cease six (6) years after the end of the Policy Year, unless prior demand is made therefor.
10. It is agreed that the obligation of the Member Insured to pay any Retrospective Premium Adjustment due under any Other Insurance Policy between the Insurer and the Member Insured which terminated on or before the inception date of this Policy is an

obligation of the Member Insured under this Policy. It is also agreed that the terms and the amount of such obligation shall be determined by reference to the Other Insurance Policy under which such obligation arose, notwithstanding that such Other Insurance Policy may no longer be in effect.

11. The liability of each Member Insured, if there be more than one, for the Retrospective Premium Adjustment, and any assurance that may be required pursuant to Section VI.2, under this Policy shall be several and not joint and in proportion to their respective interests specified in the Declarations.
12. In the event the Insurer has available credit facilities from lenders, the Board of Directors of the Insurer may, in its sole discretion, utilize such facilities to finance Losses incurred by the Insurer under this Policy and all Other Insurance Policies. The Insurer may assign to the lenders the Insurer's interest in the Retrospective Premium Adjustment, in whole or in part, including, in the event the Insurer defaults on its obligations to such lenders, the right to call such interest assigned. Such assignment may be made and shall only be effective with respect to the financing of those Losses for which the Retrospective Premium Adjustment could be called. In the event any assignment is made, the Insurer shall give prompt notice thereof to the Member Insured. Each Member Insured shall, upon the request of the Insurer, give acknowledgment of its liability for the Retrospective Premium Adjustment to each of the lenders involved.

VII. MEMBERSHIP

Each Member Insured becomes a member of the Insurer as part of obtaining insurance from the Insurer, and as such, is entitled to the privileges and benefits, and by entering into this Policy agrees to be subject to and bound by the obligations and duties of membership. These are more fully set forth in the Insurer's Memorandum of Association, and in the Bye-Laws and any amendments thereto, each of which is hereby incorporated into and made a part of this Policy. In no event shall any amendment to the Memorandum of Association or the Bye-Laws increase the amount of Premium or Retrospective Premium Adjustment payable or callable hereunder.

VIII. DEFINITIONS

For purposes of this Policy, unless otherwise stated to the contrary, the following capitalized terms shall have the meanings set forth below. Other capitalized terms are included in the Declarations. Unless otherwise stated or required for the meaning of any provision, the singular shall include the plural and the plural, the singular. Whenever a Section or Paragraph number is included in the Policy, it refers to a Policy Section or Paragraph number.

- A. "Accident" means a sudden and fortuitous event, an event of the moment, which happens by chance, is unexpected and unforeseeable. Accident does not include any condition which develops, progresses or changes over time, or which is inevitable. The date of the Accident shall be the later of when such Accident occurred or is discovered; provided, however, that no Accident is covered hereunder which occurred while the Insured was not insured by the Insurer under this Policy or a predecessor policy issued by the Insurer.

- B. "Accidental" means caused by an Accident.
- C. "Accidental Property Damage" means Property Damage which is caused by an Accident.
- D. "Actual Cash Value" means the amount determined by taking the Replacement Cost of the Insured Property and reducing it by straight line depreciation at a rate of three percent (3%) per year, subject to a maximum depreciation of fifty percent (50%).
- E. "Additional Premium" means the sum of all Premium Adjustment(s), if any, assessed in accordance with Section V.I of the Policy.
- F. "Deductible Adjustments" refer to adjustments that may be made under Section V.I of the Policy, as a result of a non-compliance with a SHALL Requirement contained in the Company's Loss Control Standards; the amount of which shall be determined in accordance with the Company's Procedures and Schedules for the Rating of Nuclear Generating Stations and set forth in a Notification Letter to the Insured.
- G. "Delinquent Member" means any member insured, including the Member Insured, who fails to pay a retrospective premium adjustment demanded by the Insurer under Policy or any Other Insurance Policy within twenty (20) business days after such demand.
- H. "Deposit Premium" means the amount that the Member Insured may be required to pay to the Insurer under this Policy, as detailed in to Section VI of this Policy, as security for future Retrospective Premium Adjustments.
- I. "Flood" means a general and temporary overflowing of water on normally dry land areas caused by or resulting from hurricane, tornado, or windstorm; surface water, waves, tidal water, or tidal wave; overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not; water which backs up through sewers or drains; water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls, basements or other floors, or release of water impounded by a dam.
- J. "Insured Property" means the property specified as such in Item 7 of the Declarations and situated at a location specified therein.
- K. "Loss" means the costs or expenses covered under Sections I.A, I.D. and I.E.
- L. "Loss Control Standards" means the set of procedures and technical requirements adopted by the Insurer that are intended to minimize the risk of loss at Insured Sites.
- M. "Member Insureds of the Insurer" means the Member Insureds under this Policy or the Other Insurance Policies.

- N. "Operator" means those persons, entities, departments, agencies, or political subdivisions, if any, other than the Member Insured, responsible for operating a Unit covered by the Policy.
- O. "Other Insurance Policy" means any Primary Property and Decontamination Liability Insurance Policy or Operating Facility Policy, other than this Policy, issued by the Insurer or any Primary Property and Decontamination Insurance Policy issued by Overseas NEIL Limited.
- P. "Other Member Insurance Policy" means any insurance policy, other than this Policy, issued by the Insurer to one or more Member Insureds of the Insurer.
- Q. "Premium Adjustment" refer to adjustments that may be made under Section V.I of the Policy, as a result of a non-compliance with a SHALL Requirement contained in the Company's Loss Control Standards, the amount of which shall be determined in accordance with the Company's Procedures and Schedules for the Rating of Nuclear Generating Stations and set forth in a Notification Letter to the Insured.
- R. "Property Damage" means direct physical damage to or destruction of the Insured Property.
- S. "Rating Procedures and Schedules" means the Procedures and Schedules for the Rating of Nuclear Generating Stations manual utilized by the Insurer to establish premiums during the underwriting process, as may be revised with the approval of the Board.
- T. "Replacement Cost" means the cost incurred for the repair or replacement of the Insured Property that sustained Accidental Property Damage. For purposes of determining Actual Cash Value pursuant to Section I hereof, in the event the replacement property is not readily available, then Replacement Cost for such Insured Property shall be the original book value of the damaged component, less any applicable AFUDC, adjusted for inflation using the applicable Handy Whitman Index.
- U. "Retrospective Premium Adjustment" means the amount of retrospective premium adjustment called or demanded of the Member Insured under this Policy as calculated pursuant to Section VI of this Policy, but not, in the aggregate, in excess of the Retrospective Premium Adjustment specified in Item 5.B of the Declarations.
- V. "SHALL Requirement" means a standard within the Loss Control Standards that sets forth a minimum requirement to be met and maintained for the Insured Property to be insurable, and is identified as such within the Loss Control Standards.
- W. "Unit" means a nuclear operating unit.



Earth Movement Damage Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 1
Policy Number: P11-075 Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

1. Subject to the provisions set forth in this Endorsement and to the provisions and stipulations contained in the Policy, paragraph III.A.1.(m) of the Policy is hereby modified and the Policy is extended to insure against Property Damage caused by earthquake and volcanic eruption and subsidence or sinking of land at the Location specified herein. Except as stated above, paragraph III.A.1.(m) remains otherwise unchanged.

2. The Insurer shall not be liable for Property Damage caused by any earthquake shocks, volcanic eruptions or subsidence or sinking of land commencing before the effective date and time of this Endorsement, nor for any Property Damage resulting from earthquake, volcanic eruptions or subsidence or sinking of land after the expiration of the policy period stated in the Declarations. In no event shall this Endorsement render Insurer liable for Property Damage caused by (a) flood, surface water, waves, tidal water, or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing; or (b) release of water impounded by a dam; all even though caused by or attributable to earthquake, volcanic eruption or subsidence or sinking of land.

IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: _____

Wilmington, Delaware

Date: As of April 1, 2011

Witness: David Mana

INSURER:
Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

MEMBER INSURED:
STP Nuclear Operating Company

By: Uweal P. P. P.
Attorney-in-Fact



Flood Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 2
Policy Number: P11-075 Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

Subject to the provisions of this Policy not in conflict, Section III, Exclusions, Part A.1.(l) and Section VIII, Definition, Part H are deleted.

This policy is extended to insure against Property Damage caused by Flood as defined below.

Flood is defined as a general and temporary overflowing of water onto normally dry land areas caused by or resulting from hurricane, tornado, or windstorm; surface water, waves, tidal water or tidal waves; overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not, and release of water impounded by a dam at the Location specified herein.

The Insurer shall not be liable for Property Damage caused by Flood commencing before the effective date and time of this Endorsement, or after the expiration of the policy.

No coverage is provided by this Endorsement for Property Damage caused by or resulting from earthquake, volcanic eruption, landslide, subsidence or sinking of land or other earth movement.

No coverage is provided by this Policy for Property Damage caused by or resulting from:

- a. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other opening in such sidewalks, driveways, foundations, walls, basements or other floors;
- b. Water which backs up through sewers or drains;

In every other respect, the provisions and stipulations of the Policy remain unchanged.

This Endorsement does not increase the amount of insurance provided under the Policy.



IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf. .

Wilmington, Delaware

Date: As of April 1, 2011

Attest: _____

Wilmington, Delaware

Date: As of April 1, 2011

Witness: Janet Manna

INSURER:

Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

MEMBER INSURED:

STP Nuclear Operating Company

By: Michael P. Fatoche
Attorney-in-Fact



Fire Damage Exclusion Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project

Endorsement No. 3

Policy Number: P11-075

Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

1. This Endorsement shall be applicable to the following property:
 - a) All Combustible Trailers / Sheds
 - b) Old Guard Shack
 - c) Abandoned Barn
 - d) Construction QC Building
 - e) Construction Fabrication Shop
 - f) Core Sample Building
 - g) Met Tower
 - h) Micro Wave Tower
 - i) Unit Two side of the Essential Service Water Pump House (offices and shops of combustible construction)
 - j) Oil Storage Building
 - k) Solvent Building
 - l) Hazardous Waste Building
 - m) Maintenance Paint Building
 - n) Temporary building containing the old Reactor Vessel Heads

2. It is hereby agreed and understood that this Policy does not insure against Property Damage to the property described in Paragraph 1, or the contents thereof, caused directly or indirectly by fire, or fire following lightning or explosion, or by any separate and independent Accident which ensues therefrom.

This Endorsement does not increase the amount of insurance provided under this Policy.

NUCLEAR ELECTRIC INSURANCE LIMITED
WILMINGTON, DELAWARE



IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: _____

INSURER:
Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

Wilmington, Delaware

Date: As of April 1, 2011

Witness: David Manna

MEMBER INSURED:
STP Nuclear Operating Company

By: Michael R. Fatores
Attorney-in-Fact



Business Interruption and/or Extra Expense Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project

Endorsement No. 4

Policy Number: P11-075

Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

In consideration of the mutual terms, covenants and conditions contained herein and in reliance on the representations and warranties set forth herein, the parties hereto do hereby agree as follows:

PARAGRAPH I. DEFINITIONS

The following definitions are added for purposes of this Endorsement.

"Cessation Outage" means an Outage which results from Accidental Property Damage which causes the Unit to cease generating electric power.

"Deductible Period" means seventeen (17) weeks.

"Delay Outage" means an Outage which occurs while the Unit is not generating electric power which results from Accidental Property Damage which prevents the Unit from resuming the generation of electric power other than for testing purposes.

"Other Member Insurance Policy" means any insurance policy, other than this Policy, issued by the Insurer to one or more Member Insureds of the Insurer.

"Outage" means either a Cessation Outage or a Delay Outage.

"Partial Outage" means a reduction in output of the Unit's generation of electricity or a delay in the Unit reaching full power generation.

"Proximate Cause" means the direct, efficient and dominant physical cause of the Accidental Property Damage.

"Weekly Indemnity" means \$3,500,000.

PARAGRAPH II. BUSINESS INTERRUPTION AND/OR EXTRA EXPENSE COVERAGE

1. (a) The Insurer, in consideration of the Premium and the Retrospective Premium Adjustment, and subject to the provisions and stipulations herein, agrees to pay the Insureds, after the expiration of the Deductible Period, the amounts hereinafter specified in the event of an Outage at a Unit specified in the Declarations resulting from Accidental Property Damage



occurring at the Unit or Accidental Property Damage occurring while Insured Property is in transit to or from the Unit caused by radioactive contamination and all other risks of Accidental Property Damage, except as hereinafter provided. The Insurer's liability with respect to an Outage shall be determined based on this Business Interruption and/or Extra Expense Insurance Policy Endorsement in effect on the date of the Accidental Property Damage which results in such Outage. Notwithstanding the foregoing, the Insurer shall not be liable under this Paragraph II with respect to any Outage unless the Accidental Property Damage is the direct, efficient and dominant physical cause of the Outage.

(b) For purposes of this Policy, a Cessation Outage shall be deemed to commence at midnight of the day the Unit ceases generating electric power. A Delay Outage shall be deemed to commence at midnight of the first day on which the Unit could have resumed the generation of electric power but for such Accidental Property Damage. An Outage shall be deemed to end at midnight of the day on which with the exercise of due diligence and dispatch by the Member Insured the Unit could resume generating electric power other than for testing purposes. It shall be the obligation of the Member Insured to ensure the exercise of due diligence and dispatch by the Operator and the failure of the Operator to exercise such due diligence and dispatch shall be deemed a breach of this obligation on the part of the Member Insured.

(c) Any delay in the Unit's resumption of the generation of electric power other than for testing purposes which results from Accidental Property Damage occurring during an Outage shall constitute a separate Outage and shall be subject to a separate Deductible Period; provided, however, that any such delay which occurs during an Outage and which results from Accidental Property Damage occurring while Insured Property is in transit to or from the Unit shall not constitute a separate Outage if the property damaged or destroyed was needed to repair or replace other property, the damage to or destruction of which caused the existing Outage.

2. For an Outage of a Unit covered hereunder, after expiration of the Deductible Period, the Insurer shall pay to the Insureds or their designated payee for each week of the Outage following such Deductible Period 100 percent of the Weekly Indemnity for such Unit each week for six weeks.

3. (a) In the event of an Outage of more than one Unit by reason of the same Accident, the maximum Weekly Indemnity per unit shall be limited as follows:

<u>Number of Units Simultaneously Out of Service</u>	<u>Per Unit Indemnity</u>
1	100% of single unit recovery
2	80% of single unit recovery
3	60% of single unit recovery
4	50% of single unit recovery

(b) Upon start-up of an affected Unit, the limitations on Weekly Indemnity payments, if still applicable, will apply only to those remaining affected Units.



4. (a) The Insurer's obligation to pay the Weekly Indemnity shall terminate when the Outage has ended. Payments for partial weeks of an Outage shall be prorated. In no event shall the Insurer be liable under this Endorsement for more than six weeks of Weekly Indemnity payments for any Outage.

(b) The Weekly Indemnity payable under this Paragraph II is the Insureds' sole compensation under this Endorsement in the event of a covered Outage. The Insurer shall have no liability under this Endorsement for any other loss incurred by the Insureds in connection with an Outage, including without limitation, any expediting expenses or other charges incurred by the Insureds.

PARAGRAPH III. BUSINESS INTERRUPTION AND/OR EXTRA EXPENSE EXCLUSIONS

1. This Endorsement does not cover any Outage resulting from:
 - (a) gradual accumulation of radioactive contamination;
 - (b) radioactive contamination at the Insured Property specified in the Declarations resulting from matter released from any source outside the premises of the Insured Property, but this exclusion shall not apply to radioactive contamination resulting from matter released from any source while such source is in transit to or from the Insured Property specified in the Declarations;
 - (c) any fraudulent, dishonest, or criminal act done by or at the instigation of any Insured, any Operator, a partner or joint venturer in or of any Insured or Operator, or an officer, director or trustee of any Insured or Operator;
 - (d) Order of Civil Authority, except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from "War Risk" as herein excluded;
 - (e) any governmental act, decree, order, regulation, statute or law prohibiting or preventing, directly or indirectly, the commencement, recommencement or continuation of any operations at the Unit specified in the Declarations;
 - (f) any local, state or federal ordinance or law regulating construction or repair of buildings or structures, or suspension, lapse or cancellation of any lease or license, contract or order, or interference at the Unit specified in the Declarations by strikers or other persons with respect to rebuilding, repairing or replacing the Insured Property or with the resumption or continuation of business;
 - (g) any form of gradual, ordinary or natural deterioration or wear and tear, including but not limited to



- (i) depletion, depreciation, and deterioration, including that of fuel element cladding;
 - (ii) embrittlement of any kind, including but not limited to hydrogen embrittlement and neutron embrittlement;
 - (iii) fatigue of any kind, including but not limited to thermal fatigue and high-cycle fatigue;
 - (iv) rust, erosion, or corrosion of any kind, including but not limited to stress corrosion cracking, unless caused directly by an independent and separate Accident not otherwise excluded, but then only for the Outage caused by such Accident;
 - (v) pitting, cracking, bulging, blistering, fretting, denting, deformation or distortion of the Insured Property which accompanies or is directly associated with the kinds of Property Damage specified in subparagraphs (ii) through (iv) above;
 - (vi) shrinking, bulging, expansion, cracking, shifting, rising, settling, sinking, and lateral or other movement of pavements, foundations, walls, floors, ceiling or roofs;
- (h) dampness, dryness, or extremes or changes of temperature of the atmosphere, including but not limited to rust, corrosion or erosion or other resulting Property Damage, unless caused directly by an independent and separate Accident not otherwise excluded, but then only for the Outage caused by such Accident; or
- (i) with respect to Outages resulting from Property Damage occurring while the Insured Property is in transit to or from the Unit, neglect of the Insured to use all reasonable means to save and preserve the Insured Property at and after an Accident or when the Insured Property is in danger of physical damage.

2. With respect to Exclusions (g) and (h) inclusive, the Insurer shall be liable for any Outage resulting from an independent and separate ensuing Accident not otherwise excluded, but then only for the Outage caused by the ensuing Accident.

3. This Endorsement does not cover Partial Outages.

4. The War Risk Exclusion in the Policy shall apply to the Business Interruption and/or Extra Expense Insurance covered by this Endorsement.



PARAGRAPH IV, ADDITIONAL CONDITIONS

With respect to coverage under this Endorsement for Outages resulting from Accidental Property Damage occurring while the Insured Property is in transit, the following conditions will apply:

1. For purposes of this Endorsement, Insured Property will be deemed to be "in transit" from the time of leaving the premises of the shipper and thereafter continuously, in the ordinary course of transportation, until the same is delivered to premises at its destination, but only with respect to shipments between points and places within any of the states of the United States and the District of Columbia, Canada and Mexico. Import shipments are covered within the foregoing territorial limits but not prior to the time the shipment is discharged from the import vessel or other mode of import transport within such territorial limits.
2. It is a condition of this Endorsement that the Insured Property will be packed and shipped in accordance with all applicable laws or regulations having the force of law.
3. This Endorsement shall in no way inure directly or indirectly to the benefit of any shipper or other bailee of the Insured Property.
4. In addition to any obligations of the Insureds pursuant to this Endorsement to give notice to the Insurer in case of an Accident, the Insureds shall, as soon as practicable, report to the Insurer or its agent every Accident in transit resulting in Property Damage which may become a claim under this Endorsement.

PARAGRAPH V, AMOUNT OF INSURANCE

The Weekly Indemnity provided by this Endorsement is in addition to the Amount of Insurance stated in Item 6 of the Declarations of the Policy.

PARAGRAPH VI, LOSS PAYEE CLAUSE

Amounts for an Outage covered under this Endorsement shall be adjusted with the Member Insureds and payable to:

STP Nuclear Operating Company

The Member Insureds may, by written notice to the Insurer, designate other payees.



IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: _____

Wilmington, Delaware

Date: As of April 1, 2011

Witness: *Dawn Marie*

INSURER:

Nuclear Electric Insurance Limited

By: *David B. Ripsom*
David B. Ripsom, President

MEMBER INSURED:

STP Nuclear Operating Company

By: *Michael P. Proctor*
Attorney-in-Fact



Notice of Cancellation Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 5
Policy Number: P11-075 Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

It is hereby agreed and understood that in the event of cancellation of or material change in the Policy pursuant to subsection V.I or V.U. of the Policy, the Insurer shall send a copy of the written notice referred to therein to:

- a. Bechtel Energy Corporation, Attention: C.E. Feltman,
P.O. Box 2166, Houston, Texas 77252-2166
- b. Ebasco Constructors, Inc., Attention: L.D. George,
P.O. Box 349, Wadsworth, Texas 77483

Except with respect to the provisions of Paragraphs V.I.3, V.I.11, and V.U.4, the cancellation or change shall not be effective with respect to the above recipient until thirty (30) days after receipt of the written notice.

This Endorsement does not increase the amount of insurance provided under this Policy.

IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: _____

Wilmington, Delaware

Date: As of April 1, 2011

Witness: Dawn Manna

INSURER:
Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

MEMBER INSURED:
STP Nuclear Operating Company

By: Michael R. Fetsenko
Attorney-in-Fact

**NUCLEAR ELECTRIC INSURANCE LIMITED
POLICYHOLDER DISCLOSURE**

NUCLEAR POLICY RENEWALS

**NOTICE OF TERRORISM INSURANCE COVERAGE
EFFECTIVE DECEMBER 26, 2007**

Coverage for acts of terrorism is already included in your current policy. However, under NEIL's Payment for Acts of Terrorism endorsement, your recovery for losses stemming from an act of terrorism could be limited by the terms of the endorsement. However, in accordance with the Terrorism Risk Insurance Program Reauthorization Act of 2007, which took effect December 26, 2007, (TRIPRA), NEIL's Payment for Acts of Terrorism endorsement would not cap the damages for any "certified" acts of terrorism under TRIPRA.

You are hereby notified that under TRIPRA, the definition of act of terrorism has changed. As defined in Section 102(1), the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with other specified federal officials - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established in TRIPRA. Your policy may contain other exclusions which might affect your coverage. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. TRIPRA, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, any insurer that has met its deductible will not be liable to pay for any losses in excess of the \$100 billion sustained by its insureds. Thus, if the \$100 billion cap is reached, your coverage may be reduced.

NEIL is neither increasing, nor attributing any portion of, the annual premium for terrorism coverage, but a surcharge might be added to the premium if, after a certified act of terrorism, the federal Department of Treasury requires a recoupment of certain amounts paid by the federal government in accordance with the terms of TRIPRA.



Payments for Acts of Terrorism Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project

Endorsement No. 6

Policy Number: P11-075

Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

It is hereby understood and agreed that this Policy is hereby amended as follows:

I. The following Section is hereby added to the Policy:

PAYMENTS FOR ACTS OF TERRORISM

In the event that one or more Acts of Terrorism cause Accidental Property Damage under this Policy and under one or more Nuclear Insurance Policies within twelve months from the date the first Accidental Property Damage occurs:

1. Resources Available

The Insureds' maximum recovery for all such Losses under this Policy and all Nuclear Insurance Policies shall be an aggregate of:

(a) \$3.24 billion (U.S. dollars)

plus;

(b) such additional amounts as the Insurer recovers for such Losses from reinsurance, indemnity, and any other source, applicable to such Losses.

2. Allocation of Resources

(a) The amount determined under paragraph 1 above shall first be used to pay for all such Losses payable under all applicable Primary Property and Decontamination Liability Insurance Policies (excluding any Losses payable under all Business Interruption and/or Extra Expense Insurance Policy Endorsements), Primary Property and Decontamination Insurance Policies (excluding any Losses payable under all Business Interruption and/or Extra Expense Insurance Policy Endorsements), Operating Facility Policies, Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policies, Decontamination, Decommissioning



and Excess Property Insurance Policies, Blanket Excess Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policies, and Blanket Excess Decontamination, Decommissioning and Excess Property Insurance Policies (collectively "Property Losses").

- (b) If such Property Losses for all Insureds exceed the amount determined under paragraph 1 above, the Insured's maximum recovery shall be the amount determined under paragraph 1 above times a fraction, the numerator of which is the Insured's recovery for the Property Losses resulting from Accidental Property Damage, but for this Section, and the denominator of which is the sum of all Insureds' recovery for Property Losses resulting from Accidental Property Damage under all applicable Nuclear Insurance Policies, including this Policy, but for this Section.
- (c) Notwithstanding paragraph 1 and subparagraph 2(b) above, if the payments made pursuant to subparagraph 2(b) exhaust the amount determined under paragraph 1, without paying for all the Insured's Property Losses, the Insured shall recover such additional amounts that the Insurer recovers from reinsurance, indemnity, or other source, for the Insured's Property Losses.

3. Declarations Page

Nothing herein shall be construed to entitle the Insured to recover more than the amount of the Policy Limits stated in Item 6 of the Declarations.

4. Relevant Period

The twelve-month period specified above shall commence on the date of the first Accidental Property Damage caused by an Act of Terrorism. The first Accidental Property Damage caused by an Act of Terrorism that occurs after this or any other twelve-month period shall trigger a new twelve-month period.

5. Definitions

For the purposes of this Section only:

- (a) "Act of Terrorism" means any act by a person, group, or organization that appears to be intended to: (i) intimidate or coerce a civilian population, or (ii) disrupt any segment of the economy in the country where the insured plant is located; or (iii) influence the policy of a government by intimidation or coercion; or (iv) affect the conduct of a government by mass destruction; provided, however, that an Act of Terrorism for purposes of this Policy shall not include any act excluded by the War Risk Exclusion.



(b) "Nuclear Insurance Policy" means any Primary Property and Decontamination Liability Insurance Policy, or Primary Property and Decontamination Insurance Policy, or Operating Facility Policy, or any Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy, or Decontamination, Decommissioning and Excess Property Insurance Policy or any Blanket Excess Decontamination Liability, Decommissioning Liability And Excess Property Insurance Policy, or Blanket Excess Decontamination, Decommissioning And Excess Property Insurance Policy, other than this Policy, issued by the Insurer or by Overseas NEIL Limited.

6. Authorized Changes to this Section

The Insurer's Board of Directors will have the authority to alter or replace the definition of the term "Act of Terrorism" and any other provision of this Section in order to facilitate the availability of resources that may be made available by the Government in the country where the insured plant is located.

IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: _____

INSURER:

Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

Wilmington, Delaware

Date: As of April 1, 2011

Witness: David Manna

MEMBER INSURED:

STP Nuclear Operating Company

By: Michael J. Pollock
Attorney-in-Fact



Class "A" Warehouse and Storage Structures Sublimit Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 7
Policy Number: P11-075 Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

1. This Endorsement shall be applicable to the following property:
 - a) Warehouse B
 - b) Warehouse C
 - c) Warehouse D
 - d) Warehouse E

2. It is hereby understood and agreed that each of the properties described in Paragraph 1, including the contents thereof, shall have a coverage sublimit of \$25,000,000 of coverage under this Policy for Property Damage caused directly or indirectly by fire, or fire following lightning or explosion, or by any separate and independent Accident which ensues therefrom.

This Endorsement does not increase the amount of insurance provided under this Policy.

IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware
Date: As of April 1, 2011
Attest: _____

INSURER:
Nuclear Electric Insurance Limited
By: David B. Ripsom
David B. Ripsom, President

Wilmington, Delaware
Date: As of April 1, 2011
Witness: Paula Mana

MEMBER INSURED:
STP Nuclear Operating Company
By: Michael B. Roberts
Attorney-in-Fact



Terms & Conditions Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 8
Policy Number: P11-075 Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

This Endorsement cancels and replaces Endorsement No. 2 of this Policy.

Subject to the provisions of this Policy not in conflict, Section III, Exclusions, Part A.1.(I) and Section VIII, Definition, Part I are deleted.

This policy is extended to insure against Property Damage caused by Flood as defined below.

Flood is defined as a general and temporary overflowing of water onto normally dry land areas caused by or resulting from hurricane, tornado, or windstorm; surface water, waves, tidal water or tidal waves; overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not, and release of water impounded by a dam at the Location specified herein.

The Insurer shall not be liable for Property Damage caused by Flood commencing before the effective date and time of this Endorsement, or after the expiration of the policy.

No coverage is provided by this Endorsement for Property Damage caused by or resulting from earthquake, volcanic eruption, landslide, subsidence or sinking of land or other earth movement.

No coverage is provided by this Policy for Property Damage caused by or resulting from:

- a. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other opening in such sidewalks, driveways, foundations, walls, basements or other floors;
- b. Water which backs up through sewers or drains;

In every other respect, the provisions and stipulations of the Policy remain unchanged.

This Endorsement does not increase the amount of insurance provided under this Policy.



IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: 6/6/11

Attest: _____

Wilmington, Delaware

Date: 5/27/11

Witness: Stephane Leung

INSURER:

Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

MEMBER INSURED:

STP Nuclear Operating Company

By: John J. King
Attorney-in-Fact



SHALL Recommendation Policy Adjustment Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 9
Policy Number: P11-075 Effective Date: April 29, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

In consideration of the additional premium being charged, it is hereby understood and agreed that the following Policy Adjustments are applied in accordance with section V.I.:

Recommendation Number	Annual Premium Adjustment	Deductible Adjustment	Pro Rata Premium Adjustment
<u>11-01-FP</u>	<u>\$30,000</u>	<u>\$0</u>	<u>\$27,705</u>

This Endorsement does not increase the amount of insurance provided under this Policy.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware
Date: 6/6/11
Attest: _____

INSURER:
Nuclear Electric Insurance Limited
By: David B. Ripsom
David B. Ripsom, President

Wilmington, Delaware
Date: 5/27/11
Witness: Stephanie B...

MEMBER INSURED:
STP Nuclear Operating Company
By: John S. G...
Attorney-in-Fact



SHALL Recommendation Policy Adjustment Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 10
Policy Number: P11-075 Effective Date: April 29, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

In consideration of the additional premium being charged, it is hereby understood and agreed that the following Policy Adjustments are applied in accordance with section V.I.:

Recommendation Number	Annual Premium Adjustment	Deductible Adjustment	Pro Rata Premium Adjustment
<u>11-02-GP</u>	<u>\$30,000</u>	<u>\$0</u>	<u>\$27,705</u>

This Endorsement does not increase the amount of insurance provided under this Policy.

All other terms and conditions remain unchanged.

In consideration of additional premium of \$55,410, Items No. 4 and No. 5B in the Declarations are hereby amended to read as follows:

Item 4. Annual Premium: \$1,833,000

Item 5.
B. Retrospective Premium Adjustment: \$18,330,000



IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: 6/6/11

Attest: _____

INSURER:

Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

Wilmington, Delaware

Date: 5/27/11

Witness: Stephanie Leung

MEMBER INSURED:

STP Nuclear Operating Company

By: John Gilly
Attorney-in-Fact



Endorsement Cancellation Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 11
Policy Number: P11-075 Effective Date: April 29, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

It is hereby agreed and understood that Endorsement No. 9 of this Policy is CANCELED.

In consideration of a return premium of \$(27,705), Items No. 4 and No. 5B in the Declarations are hereby amended to read as follows:

Item 4. Annual Premium: \$1,803,000

Item 5.

B. Retrospective Premium Adjustment: \$18,030,000

IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware
Date: 9/13/11
Attest: _____

INSURER:
Nuclear Electric Insurance Limited
By: David B. Ripsom
David B. Ripsom, President

Wilmington, Delaware
Date: 8-26-11
Witness: Dawn S. Manna

MEMBER INSURED:
STP Nuclear Operating Company
By: Michael P. Luttrell
Attorney-in-Fact

NUCLEAR ELECTRIC INSURANCE LIMITED - Primary Rating Calculation Sheet

Member Insured:	STP Nuclear Operating Company		
Site:	South Texas Project		
Policy Number:	P11-075		
Amount of Insurance:	\$500,000,000	2011 Renewal	
Base Plant Operations Credit:	18.0000%		
Effective Date:	April 1, 2011	Deductible:	\$2,500,000
Expiration Date:	April 1, 2012	T/G Deductible:	\$2,500,000
			No. of Units 2

Annual Premium:	\$1,773,000	Premium by Unit:	
Retro Premium Adjustment:	\$17,730,000	Largest Unit	886,500
		Second Unit	886,500
		Total:	1,773,000
Previous Annual Premium:			
Additional Annual Premium:	1,773,000		
Pro-rata Factor:	1.0000		

Primary Premium Due:	\$1,773,000
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Property Rating

	Unit	Unit Status	MWE	MWT	Nuclear Loading	MWT for Weighting
Largest Unit	Unit 1	OP	1,250	3,853	0.0250	3,853
Second Unit	Unit 2	OP	1,250	3,853	0.0250	3,853
Weighted Nuclear Rate:			0.0250			
Effective Plant Ops Credit:	27.000%		<u>(0.0068)</u>			
Nuclear Rate after Plant Ops Credit:			0.0183			
Fire Rate:			0.0170			
Windstorm Rate:			0.0373			
Flood Rate:			0.0025			
Earthquake Rate:			<u>0.0074</u>			
Gross Property Rate:			0.0824			
Deductible Credit:	13.50%		<u>(0.0111)</u>			
Property Base Rate:			0.0713			
Coinsurance Factor:	2.7748		<u>x 2.7748</u>			
Property Rate:			0.1978			

Boiler & Machinery Rating

Date of LC Report:	04-Mar-10	T/G Deductible Credit:	13.50%
Max B&M Penalty Points:	5,010	Coinsurance Factor:	2.7748
Max B&M Credit Points:	5,315		

	Unit	Initial B&M Rate	B&M Penalty Pts	B&M Credit Pts	Gross B&M Rate	Deductible Credit Factor	Rate after Deductible	Net B&M Rate
Largest Unit	Unit 1	0.0683	100	3,765	0.0569	13.50%	0.0492	0.1366
Second Unit	Unit 2	0.0683	250	3,765	0.0579	13.50%	0.0501	0.0501

Total B&M Rate: 0.1867

Member Insured: **STP Nuclear Operating Company**
 Site: **South Texas Project**

Combined Rating

Property Rate + B&M Rate:		0.3845		
Program Modifier:	7.78%	<u>(0.0299)</u>		
Rate after Modifier:		0.3546	Property Covered:	0
Site Loss Experience:	0.00%	<u>0.0000</u>	Contam Premium:	0
Final Primary Rate:		0.3546		

COINSURANCE FACTOR

I.		<u>Date of Comm. Ops</u>	<u>MWt</u>	<u>Table Value</u>	<u>MWt x Table Value</u>
	Largest Unit	1988	3,853	342,778	1,320,723,634
	Second Unit	1989	3,853	228,519	880,483,707

II.	a) Fuel (10,500 times MWt of operating units)				80,913,000
	b) Material, Supplies, Spares, etc.				121,850,000
	c) Switchyard and High Voltage Substation				17,816,000
	d) Cooling Towers/Lake				197,657,000
	e) Other				0
	f) Combustion turbines	<u>Mwe</u>	<u>Rate</u>		0
			216		0

III. Reduction for Aging		3%/Year (maximum of 20%)	IV. Reduction for ACV cover		
	Largest Unit	20% (264,144,727)	3%/Year (maximum of 40%)	40%	0
	Second Unit	20% (176,096,741)		40%	0

Total Value for Coinsurance:		\$2,179,201,873
Coinsurance Percentage:		22.9

COINSURANCE FACTOR: 2.7748

WINDSTORM

Matagorda County, TX

	<u>HWR</u>	<u>WR</u>	<u>SWR</u>
Gross E. C. Rate	0.0830	0.0920	0.2130
Windstorm (50% of Gross EC Rate)	0.0415	0.0460	0.1065

SITE LOSS EXPERIENCE FACTOR

	<u>Amount</u>	<u>Factor</u>
Severity:	\$0	0.00%
Frequency:	0	0.00%
Site Loss Experience Factor:		0.00%

Member Insured: STP Nuclear Operating Company
Site: South Texas Project

Property Shall Recommendation Penalties

<u>Shall Rec. Number</u>	<u>Base Score</u>	<u>Action Level</u>	<u>Number of Units Impacted</u>	<u>Deductible Amount</u>	<u>Penalty Amount</u>
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B&M Shall Recommendation Penalties

<u>Shall Rec. Number</u>	<u>Base Score</u>	<u>Action Level</u>	<u>Number of Units Impacted</u>	<u>Deductible Amount</u>	<u>Penalty Amount</u>
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Total Shall Rec. Penalty Amount:

\$0

Fire and Wind Rating

Delineated Area Name		REACTOR
Area Value:		40
Base Rate:		0.0400
Construction:		HWR
Penalties and Credits		
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value		(0.0070)
Superior Construction of Schedule Rated Buildings (Non Bearing Walls) Value		(0.0100)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value		(0.0030)
RCP's	94-08-RX	0.0010
Area Subtotals		
Occupancy Loading:		0.0100
Delineated Area Fire Rate:		0.0310
Area Fire Rate x Area Value:		1.2400
Area Wind Rate:		0.0415
Area Wind Rate x Area Value:		1.6600
Delineated Area Name		TURBINE
Area Value:		25
Base Rate:		0.0400
Construction:		WR
Penalties and Credits		
Open Turbine Deck Credit		(0.0050)
Lube Oil Reservoir	94-05-T	0.0016
Turbine bearings	94-09-T	0.0016
BOP Diesels	94-12-T	0.0016
Area Subtotals		
Occupancy Loading:		0.0300
Delineated Area Fire Rate:		0.0698
Area Fire Rate x Area Value:		1.7450
Area Wind Rate:		0.0460
Area Wind Rate x Area Value:		1.1500
Delineated Area Name		EAB / CONTROL BUILDING
Area Value:		15
Base Rate:		0.0400
Construction:		HWR
Penalties and Credits		
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value		(0.0070)
Superior Construction of Schedule Rated Buildings (Non Bearing Walls) Value		(0.0100)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value		(0.0030)
Switchgear	94-10-EAB	0.0027
Area Subtotals		
Occupancy Loading:		0.0100
Delineated Area Fire Rate:		0.0327
Area Fire Rate x Area Value:		0.4905
Area Wind Rate:		0.0415
Area Wind Rate x Area Value:		0.6225

Member Insured: **STP Nuclear Operating Company**
 Site: **South Texas Project**

Delineated Area Name	MECH. AUXILIARY BUILDING
Area Value:	15
Base Rate:	0.0400
Construction:	HWR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0070)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value	(0.0030)
Area Subtotals	
Occupancy Loading:	0.0100
Delineated Area Fire Rate:	0.0400
Area Fire Rate x Area Value:	0.6000
Area Wind Rate:	0.0415
Area Wind Rate x Area Value:	0.6225
Delineated Area Name	CENTRAL WAREHOUSE 32 (High Value Warehouse)
Area Value:	10
Base Rate:	0.0400
Construction:	HWR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0070)
Superior Construction of Schedule Rated Buildings (Non Bearing Walls) Value	(0.0100)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value	(0.0030)
Area Subtotals	
Occupancy Loading:	0.0200
Delineated Area Fire Rate:	0.0400
Area Fire Rate x Area Value:	0.4000
Area Wind Rate:	0.0415
Area Wind Rate x Area Value:	0.4150
Delineated Area Name	DIESEL GENERATOR
Area Value:	10
Base Rate:	0.0400
Construction:	HWR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0070)
Superior Construction of Schedule Rated Buildings (Non Bearing Walls) Value	(0.0100)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value	(0.0030)
Area Subtotals	
Occupancy Loading:	0.0150
Delineated Area Fire Rate:	0.0350
Area Fire Rate x Area Value:	0.3500
Area Wind Rate:	0.0415
Area Wind Rate x Area Value:	0.4150

Member Insured: **STP Nuclear Operating Company**
 Site: **South Texas Project**

Delineated Area Name	FUEL HANDLING BUILDING
Area Value:	10
Base Rate:	0.0400
Construction:	HWR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0070)
Superior Construction of Schedule Rated Buildings (Non Bearing Walls) Value	(0.0100)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value	(0.0030)
Cable Tray	94-06-FH 0.0040
Area Subtotals	
Occupancy Loading:	0.0100
Delineated Area Fire Rate:	0.0340
Area Fire Rate x Area Value:	0.3400
Area Wind Rate:	0.0415
Area Wind Rate x Area Value:	0.4150
Delineated Area Name	INTAKE STRUCTURE
Area Value:	10
Base Rate:	0.0400
Construction:	HWR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0028)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value	(0.0010)
Area Subtotals	
Occupancy Loading:	0.0100
Delineated Area Fire Rate:	0.0462
Area Fire Rate x Area Value:	0.4620
Area Wind Rate:	0.0415
Area Wind Rate x Area Value:	0.4150
Delineated Area Name	MAIN OFFICE FACILITY
Area Value:	5
Base Rate:	0.0400
Construction:	HWR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0040)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value	(0.0030)
Area Subtotals	
Occupancy Loading:	0.0200
Delineated Area Fire Rate:	0.0530
Area Fire Rate x Area Value:	0.2650
Area Wind Rate:	0.0415
Area Wind Rate x Area Value:	0.2075

Member Insured: STP Nuclear Operating Company
 Site: South Texas Project

Delineated Area Name	MAINTENANCE FACILITY OFFICE
Area Value:	5
Base Rate:	0.0400
Construction:	WR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0028)
Area Subtotals	
Occupancy Loading:	0.0200
Delineated Area Fire Rate:	0.0572
Area Fire Rate x Area Value:	0.2860
Area Wind Rate:	0.0460
Area Wind Rate x Area Value:	0.2300
Delineated Area Name	MISCELLANEOUS AREAS
Area Value:	5
Base Rate:	0.0400
Construction:	SWR
Penalties and Credits	
Fxd Auto Detection	03-01-OB 0.0100
Area Subtotals	
Occupancy Loading:	0.0100
Delineated Area Fire Rate:	0.0600
Area Fire Rate x Area Value:	0.3000
Area Wind Rate:	0.1065
Area Wind Rate x Area Value:	0.5325
Delineated Area Name	NUCLEAR SUPPORT CENTER
Area Value:	5
Base Rate:	0.0400
Construction:	WR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0040)
Superior Construction of Schedule Rated Buildings (Non Bearing Walls) Value	(0.0050)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value	(0.0010)
Area Subtotals	
Occupancy Loading:	0.0200
Delineated Area Fire Rate:	0.0500
Area Fire Rate x Area Value:	0.2500
Area Wind Rate:	0.0460
Area Wind Rate x Area Value:	0.2300
Delineated Area Name	SWITCHYARD
Area Value:	5
Base Rate:	0.0500
Construction:	WR
Penalties and Credits	
Area Subtotals	
Occupancy Loading:	0.0000
Delineated Area Fire Rate:	0.0500
Area Fire Rate x Area Value:	0.2500
Area Wind Rate:	0.0460
Area Wind Rate x Area Value:	0.2300

Member Insured: **STP Nuclear Operating Company**
 Site: **South Texas Project**

Delineated Area Name	TRAINING FACILITY
Area Value:	5
Base Rate:	0.0400
Construction:	WR
Penalties and Credits	
Superior Construction of Schedule Rated Buildings (Bearing Walls) Value	(0.0040)
Superior Construction of Schedule Rated Buildings (Principal Supporting Members) Value	(0.0010)
Area Subtotals	
Occupancy Loading:	0.0200
Delineated Area Fire Rate:	0.0550
Area Fire Rate x Area Value:	0.2750
Area Wind Rate:	0.0460
Area Wind Rate x Area Value:	0.2300
Delineated Area Name	TRANSFORMERS
Area Value:	5
Base Rate:	0.0500
Construction:	
Penalties and Credits	
Area Subtotals	
Occupancy Loading:	0.0000
Delineated Area Fire Rate:	0.0500
Area Fire Rate x Area Value:	0.2500
Area Wind Rate:	#N/A
Area Wind Rate x Area Value:	#N/A
Delineated Area Name	PLCS
Penalties and Credits	
Water Supply	94-07-FP 0.0010
Standpipe Flow	99-03-APP.26 0.0004
Standpipe & Hose valves	99-03-APP.27 0.0004
Total to add to fire rate	
	<u>0.0018</u>
Fire Rate Totals	
Sum of Fire Rates x Area Values:	7.5035
Sum of Delineated Area Values:	170
Gross Average Fire Rate:	0.0441
PLPS Penalties/Credits:	<u>0.0018</u>
Net Average Fire Rate:	0.0459
Fire Rate Multiplier:	<u>37%</u>
AVERAGE FIRE RATE:	<u>0.0170</u>
Wind Rate Totals	
Sum of Wind Rates x Area Values:	7.3750
Sum of Delineated Area Values:	<u>165</u>
Gross Average Wind Rate:	0.0447
Wind Rate Multiplier:	<u>83.4%</u>
AVERAGE WIND RATE:	<u>0.0373</u>

NUCLEAR ELECTRIC INSURANCE LIMITED
WILMINGTON, DELAWARE

**DECONTAMINATION LIABILITY,
DECOMMISSIONING LIABILITY
AND EXCESS PROPERTY INSURANCE POLICY**

*Declarations attached to and made a part of Policy No. X11-075
(South Texas Project)*

Item 1. Member Insured STP Nuclear Operating Company
Member Address P.O. Box 289
Wadsworth, Texas 77483
Interest 100.00%

Item 2. Insurer: Nuclear Electric Insurance Limited

Mailing Address: 1201 N. Market Street, Suite 1100, Wilmington,
Delaware 19801

Item 3. A. Policy Period:

From April 1, 2011 To April 1, 2012
(Date) (Date)

B. Policy Year:

From April 1, 2011 To April 1, 2012
(Date) (Date)

All dates used to determine the Policy Period, Policy Year, or used as the effective date of any endorsement have as their effective time 12:01 a.m. Standard Time in Hamilton, Bermuda.

Item 4. Annual Premium: \$867,964

Item 5. A. Multiple: 10

B. Retrospective Premium Adjustment: \$8,679,640

Item 6. The Insurer's maximum Limit of Liability resulting from any one accident for expenses incurred for Decontamination, and Decommissioning and for Excess Property Insurance will not exceed:

\$1,250,000,000

Item 7. Description and location of property covered (if self insured):

N/A

Item 8. The Insurer shall be furnished with copies of all Underlying Insurance Policies and all endorsements thereto within thirty days of the receipt thereof by the Member Insured.

Item 9. Insureds:

NRG South Texas LP; City of San Antonio, Texas, acting through the City Public Service Board of San Anonio; City of Austin, Texas; Ebasco Constructors, Inc., and all of its subcontractors and vendors and their suppliers; Bechtel Energy Corporation, any parent or affiliated companies or entities of Bechtel Energy Corporation, and all of its subcontractors and vendors and their supplier; Brown & Root, Inc.; and Halliburton Company; all as their respective interests may appear.

Item 10. Loss Payee Clause

A. Expenses covered under the Nuclear Liability Coverage (subsection I.1(a)) shall be adjusted with the Member Insured and payable to:

See Attachment 1

The Member Insured may, by written notice to the Insurer, designate other payees.

- B. The expenses covered under the Debris Removal and Decontamination Coverage (subsection I.1(b)), the losses covered under the Property Damage Coverage (subsection I.1(c)), and the losses covered under the Functional Total Loss Coverage (subsection I.2(a)) shall be adjusted with the Member Insured and payable to:

See Attachment 1

The Member Insured may, by written notice to the Insurer, designate other payees.

- C. Expenses covered under the Decommissioning Liability Coverage (subsection II.1) shall be adjusted with the Member Insured and payable to:

See Attachment 1

The Member Insured may, by written notice to the Insurer, designate other payees.

Item 11. Service of Process to Insured (see Section V.9(e)):

General Counsel

STP Nuclear Operating Company

c/o Duane Morris LLP

222 Delaware Avenue, Suite 1600

Wilmington, DE 19801-1659

Attachment 1 to Policy X11-075

Item 10. Loss Payee Clause

- A. Expenses covered under the Nuclear Liability Coverage (subsection I.1(a)) shall be adjusted with the Member Insured and payable to:

STP Nuclear Operating Company as Agent on behalf of the following Insureds:

- i) NRG South Texas LP in respect of its 44% ownership interest.
- ii) City of San Antonio, acting through the City Public Service Board of San Antonio in respect of its 40% ownership interest.
- iii) City of Austin in respect of its 16.0% ownership

The Member Insureds may, by written notice to the Insurer, designate other payees.

- B. The expenses covered under the Debris Removal and Decontamination Coverage (subsection I.1(b)), the losses covered under the Property Damage Coverage (subsection I.1(c)), and the losses covered under the Functional Total Loss Coverage (subsection I.2(a)) shall be adjusted with the Member Insured and payable to:

All other covered Losses shall be adjusted through STP Nuclear Operating Company and shall be payable to STP Nuclear Operating Company as Agent on behalf of the following Insureds:

- i) NRG South Texas LP in respect of its 44% ownership interest.
- ii) City of San Antonio, acting through the City Public Service Board of San Antonio in respect of its 40% ownership interest.
- iii) City of Austin in respect of its 16.0% ownership interest.

The losses covered under the Property Damage Coverage (paragraph I.1(c)), and under the Functional Total Loss Coverage (paragraph I.2(a)) shall be adjusted through STP Nuclear Operating Company and payable to STP Nuclear Operating Company, as Agent on behalf of, the following loss payees, their successors or assigns:

- i) NRG South Texas LP in respect of its 44% ownership interest. Any payment shall be paid jointly to NRG South Texas LP and Texas Commerce Bank N.A., Houston, Trustee, as their interests may appear.

ii) City of San Antonio, acting through the City Public Service Board of San Antonio, in respect of its 40% ownership interest.

iii) City of Austin in respect of its 16.0% ownership interest.

Each of the above loss payees shall receive separate loss payment reflecting its percentage of ownership in the South Texas Project under the terms and conditions of the Amended and Restated South Texas Project Participation Agreement executed as of November 17, 1997.

The Member Insureds may, by written notice to the Insurer, designate other payees.

- C. Expenses covered under the Decommissioning Liability Coverage (subsection II.1) shall be adjusted with the Member Insured and payable to:

To Be Determined _____

The Member Insured may, by written notice to the Insurer, designate other payees.

NUCLEAR ELECTRIC INSURANCE LIMITED
DECONTAMINATION LIABILITY, DECOMMISSIONING LIABILITY AND
EXCESS PROPERTY INSURANCE POLICY

TABLE OF CONTENTS

INSURING AGREEMENT.....	1
I. DECONTAMINATION LIABILITY AND EXCESS PROPERTY COVERAGE.....	2
II. DECOMMISSIONING LIABILITY COVERAGE.	5
III. EXCLUSIONS	6
A. WAR RISK	6
B. OTHER.....	6
IV. PREMIUM.....	7
V. CONDITIONS	7
1. Abandonment.....	7
2. Aggregate Limit of Liability and Reduction of Policy Amount by Loss	7
3. Application Form	7
4. Appraisal	8
5. Assignment	8
6. Choice of Law.....	8
7. Concealment, Fraud	9
8. Currency.....	9
9. Dispute Resolution.....	9
10. Errors and Omissions.....	13
11. Headings	13
12. Evaluations and Compliance with Loss Control Standards.....	13
13. Loss Payments	15
14. Notifications.....	17
15. Other Insurance.....	18
16. Requirements in Case of Accidental Property Damage.....	18
17. State Premium Tax.....	21
18. Subrogation	21
19. Suit	21
20. Term and Cancellation	21
21. Valuations	22

22. When Loss Payable.....	23
VI. RETROSPECTIVE PREMIUM ADJUSTMENT.....	23
VII. MEMBERSHIP.....	27
VIII. DEFINITIONS.....	27
1. "Accident".....	27
2. "Accidental".....	27
3. "Accidental Property Damage".....	28
4. "Act".....	28
5. "Actual Cash Value".....	28
6. "Amount of Decommissioning Liability Coverage".....	28
7. "Attachment Point".....	28
8. "Debris Removal and Decontamination Coverage".....	28
9. "Declarations".....	28
10. "Decommissioning Target Amount".....	28
11. "Decommissioning Target Document".....	28
12. "Decommissioning Trust Fund".....	28
13. "Delinquent Member".....	28
14. "Deposit Premium".....	28
15. "FERC".....	29
16. "Functional Age".....	29
17. "Functional Total Loss Coverage".....	29
18. "Functional Value".....	29
19. "Generation Replacement Value".....	29
20. "INPO".....	29
21. "Insured Property".....	29
22. "Insureds".....	29
23. "Insurer".....	29
24. "Loss".....	29
25. "Loss Control Standards".....	30
26. "Member Insurance Program".....	30
27. "Member Insureds".....	30
28. "Member Insureds of the Insurer".....	30
29. "Multiple".....	30
30. "NRC".....	30
31. "Nuclear Liability Coverage".....	30
32. "Operator".....	30
33. "Other Insurance Policy".....	30
34. "Other Member Insurance Policy".....	30
35. "Person".....	30
36. "Policy".....	30
37. "Policy Year".....	31
38. "Premium".....	31

39. "Primary Policy" 31
40. "Property Damage"31
41. "Property Damage Coverage"31
42. "Replacement Cost"31
43. "Resolution Plan" 31
44. "Retrospective Premium Adjustment"31
45. "Settlement Date"31
46. "SHALL Requirement" 31
47. "Shortfall"31
48. "Specified Nuclear Liability Amount"32
49. "Underlying Insurance Policy"32

NUCLEAR ELECTRIC INSURANCE LIMITED
WILMINGTON, DELAWARE

**DECONTAMINATION LIABILITY, DECOMMISSIONING LIABILITY
AND EXCESS PROPERTY INSURANCE POLICY**

This Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy is made by and among the undersigned Member Insured (as hereinafter defined) and Nuclear Electric Insurance Limited, a Bermuda mutual company with limited liability.

The Insurer is only licensed in Bermuda and Delaware and the Insureds will not be protected by the guaranty funds of any U.S. jurisdiction.

The Member Insured will be required to execute the Policy in Delaware. The Policy will become effective only upon the acceptance of the delivery of the Policy by the Member Insured at the Insurer's office in Delaware.

INSURING AGREEMENT

In consideration of the premium paid, and subject to the terms and conditions of this Policy and any endorsements added hereto, the insurer agrees to pay the Member insured for certain expenses and costs resulting from Accidental Property Damage.

IN WITNESS WHEREOF, the Member Insured and the Insurer have caused this Policy to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: 

Wilmington, Delaware

Date: As of April 1, 2011

Witness: 


INSURER:

Nuclear Electric Insurance Limited

By: 
David B. Ripsom, President

MEMBER INSURED:

STP Nuclear Operating Company

By: 
Attorney-in-Fact

I. DECONTAMINATION LIABILITY AND EXCESS PROPERTY COVERAGE

1. The Insurer agrees to indemnify the Insureds and their legal representatives.
 - (a) for all expenses necessarily incurred by the Insureds in discharging their legal obligation or liability to protect the public health and safety following Accidental Property Damage, as required by the Act, provided such expenses would otherwise be covered under paragraphs I.1(b) or I.1(c) hereof, but for this paragraph I.1(a);
 - (b) for all expenses necessarily incurred by the Insureds to remove debris of and to decontaminate the Insured Property following Accidental Property Damage; and
 - (c) for all other losses covered under the Underlying Insurance Policy;

which, except with respect to Functional Total Loss Coverage, and as provided in subsection I.7 hereof, would be covered by such Underlying Insurance Policy if the limit of the Underlying Insurance Policy thereunder were not exhausted, but only to the extent that the amount of Accidental Property Damage exceeds the Attachment Point.

2.
 - (a) In the event of Accidental Property Damage which (i) exceeds the Attachment Point and includes Nuclear Liability Coverage; (ii) is covered under paragraphs I.1 of the Policy or would be covered under that paragraph but for the availability of insurance under the Underlying Insurance Policies; and (iii) results in permanent cessation of nuclear operations at a Unit, the Insurer agrees to indemnify the Insureds and their legal representatives for the Functional Value of the Unit following Accidental Property Damage.
 - (b) If the Member Insured elects to receive the Functional Value of the Unit the Member will not be entitled to receive any additional recovery under the Property Damage Coverage of the Policy.
 - (c) In the event that the Unit returns to commercial nuclear operation, the Insureds shall repay to the Insurer the entire amount paid pursuant to paragraph I.2(a), together with interest thereon, calculated quarterly at the 90-day United States Treasury Bill interest rate in effect on the first business day of each calendar quarter.
3. The Insureds' recovery under the Nuclear Liability Coverage or the Debris Removal and Decontamination Coverage shall not be decreased because the Actual Cash Value (or, if applicable, the Replacement Cost) of the Insured Property is less than the Insurer's limit of liability.

4. (a) Except as provided in paragraph I.4(b) below, the amount of insurance available for payment to the Insureds with respect to Losses under the Debris Removal and Decontamination Coverage, the Property Damage Coverage, or the Functional Total Loss Coverage prior to the completion of indemnification under the Nuclear Liability Coverage shall be calculated by subtracting the Specified Nuclear Liability Amount from the Amount specified in Item 6 of the Declarations, as such amount may be reduced pursuant to the terms of this Policy.
- (b) At the request of the Insureds, the amount calculated in accordance with paragraph I.4(a) above may be increased to include an amount equal to all or part of the Specified Nuclear Liability Amount, but only to the extent of amounts for which the Member Insured attests that:
- (i) the Insureds are entitled to claim under other valid and collectible insurance covering the same expenses covered by the Nuclear Liability Coverage;
 - (ii) the Insureds will claim under such other insurance and use such proceeds to discharge the Insureds' legal obligation or liability to protect the public health and safety following Accidental Property Damage, as required by the Act; and
 - (iii) the payment or use of all or part of the Specified Nuclear Liability Amount for Losses under the Debris Removal and Decontamination Coverage, the Property Damage Coverage, and/or the Functional Total Loss Coverage does not violate any regulation or order of the NRC.
5. (a) The Insurer shall be liable hereunder, whether or not an Underlying Insurance Policy provides coverage for Accidental Property Damage caused by:
- (i) Windstorm, tornado or hurricane;
 - (i) Flood, including flood caused by or resulting from hurricane, tornado or windstorm; surface water, waves, tidal water, or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not, and release of water impounded by a dam at any location specified in the Underlying Insurance Policies (each of which is deemed a "Flood"); and
 - (iii) Earthquake, volcanic eruption, landslide, subsidence or sinking of land or other earth movement, settlement or other movement of foundations, at any locations specified in the Underlying Insurance Policies.

- (b) Accidental Property Damage by windstorm, tornado or hurricane, flood, or earthquake or volcanic eruption shall constitute a single claim hereunder; provided, that
 - (i) if more than one windstorm, tornado or hurricane should occur within any period of ninety-six hours commencing during the term of this Policy, and such windstorms, tornados or hurricanes have a common origin or are caused by a single Accident, then such windstorms, tornados or hurricanes shall be deemed to be a single windstorm, tornado or hurricane within the meaning hereof;
 - (ii) if more than one Flood should occur within any period of ninety-six hours commencing during the term of this Policy and such Floods have a common origin or are caused by a single Accident, then such Floods shall be deemed to be a single Flood within the meaning hereof; and
 - (iii) if more than one earthquake shock or volcanic eruption shall occur within any period of ninety-six hours commencing during the term of this Policy and such earthquake shocks or volcanic eruptions have a common origin or are caused by a single Accident, then such earthquake shocks or volcanic eruptions shall be deemed to be a single earthquake or volcanic eruption within the meaning hereof.
- (c) The Insurer is liable hereunder only to the extent that the amount of Accidental Property Damage exceeds the Attachment Point.

6. In the event that Accidental Property Damage under this Policy and under one or more Other Insurance Policies with insurance coverage effective during the Policy Year is caused directly or indirectly by any single Accident which is either listed in paragraph I.5 hereof, or which involves radioactive contamination, or by any Accident which ensues directly or indirectly from an Accident listed in paragraph I.5 hereof or from an Accident involving radioactive contamination, the Insureds agree that:

- (a) The Insurer's liability for all such Accidental Property Damage shall not exceed the greater of (A) the Amount of Decontamination Liability, Decommissioning Liability and Excess Property Insurance Requested, as stated in Item 6 of the Declarations, or (B) the highest of the Amount of Decontamination Liability, Decommissioning Liability and Excess Property Insurance Requested stated in the Declarations of the Other Insurance Policies providing coverage with respect to the same Accident.
- (b) The Insurer's liability under this Policy shall be the amount determined under paragraph I.6(a) above times a fraction, the numerator of which is

the Insurer's liability for the Accidental Property Damage under this Policy but for this subsection I.6, and the denominator of which is the sum of the Insurer's liability for the Accidental Property Damage under this Policy and all Other Insurance Policies, but for this subsection.

7. Notwithstanding any other provision of this Policy, the Insurer's liability under this Policy shall be the amount payable to the Insureds, but for this provision, less any amount owed to the Insurer by the Insureds, including any Retrospective Premium Adjustment due under this Policy, due under any Other Insurance Policy as such Member Insured may have with the Insurer, or referred to in subsection VI.6.

II. DECOMMISSIONING LIABILITY COVERAGE

1. The Amount of Decommissioning Liability Coverage under this Policy for a Unit shall be equal to the Shortfall for such Unit calculated by using the Decommissioning Target Amount as of the Settlement Date set forth in the Decommissioning Target Document and the amount of the Decommissioning Trust Fund as of the Settlement Date.
2. In the event of Accidental Property Damage which (i) exceeds the Attachment Point and includes Nuclear Liability Coverage; (ii) is covered under paragraph I.1 of this Policy or would be covered under that paragraph but for the availability of other insurance under the Underlying Insurance Policies; and (iii) results in permanent cessation of nuclear operations at the Unit, the Insurer agrees to indemnify the Insureds and their legal representatives for estimated expenses necessarily to be incurred in decommissioning the Unit as described in the Decommissioning Target Document, up to the Amount of Decommissioning Liability Coverage for the Unit determined under subsection II.1 above.
3. Any amounts payable by the Insurer pursuant to subsections II.1 and II.2 shall be deposited into the Decommissioning Trust Fund pursuant to Item 10C of the Declarations. The calculation of the Amount of Decommissioning Liability Coverage shall be made with respect to any claim under subsection II.1 once the Member Insured has certified that the Insureds have discharged their legal obligation or liability to protect the public health and safety, as required by the Act. No payment shall be made with respect to any claim under subsection II.1 until the Member Insured has certified that the Insureds have discharged their legal obligation or liability to protect the public health and safety following Accidental Property Damage, as required by the Act, or has made the attestations referred to in paragraph V.13(b).
4. In the event that the Unit returns to commercial nuclear operation, the Insureds shall return to the Insurer the entire amount paid pursuant to this Section II, together with interest thereon, calculated quarterly at the 90-day United States Treasury Bill interest rate in effect on the first business day of each calendar quarter.

5. The Insureds' recovery under the Decommissioning Liability Coverage shall not be decreased because the Actual Cash Value (or if applicable, the Replacement Cost) of the Insured Property is less than the Insurer's limit of liability.

III. EXCLUSIONS

A. WAR RISK

1. Subject to paragraph 2 below, the coverage provided under this Policy does not apply to Property Damage caused directly or indirectly by:
 - (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or by military, naval or air forces; or by an agent of any such government, power, authority or forces;
 - (b) any weapon of war employing nuclear fission or fusion whether in time of peace or war; or
 - (c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.
2. This War Risk Exclusion shall only apply to acts which are part of overt military activity.

B. OTHER

Notwithstanding any other provision in this Policy, the Insurer shall not be liable for any sums, which the Insured may be obligated to pay as damages:

- (a) because of bodily injury or personal injury; or
- (b) because of damage to property not described in the Declarations, or covered by the Underlying Insurance Policies; or
- (c) for which the Insured is covered or would be entitled to coverage under a nuclear energy liability policy issued by American Nuclear Insurers, Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or other third party liability insurer or other third party entity.

IV. PREMIUM

1. The Member Insured agrees to pay to the Insurer the Premium under the terms and conditions hereinafter set forth. The Premium shall be paid to the Insurer by wire transfer or other method acceptable to the Insurer on or before the beginning of the policy period specified in Item 3A of the Declarations.
2. As a condition precedent to the Insurer's obligations under this Policy, the Member Insured agrees to notify the Insurer that the Insured Property has been classified Category Number Five by the Institute of Nuclear Power Operations ("INPO"), within seven (7) days of being advised by INPO of such classification being put in place, and to pay such additional Premium due hereunder to the Insurer as a result thereof by wire transfer or other method acceptable to the Insurer within twenty (20) business days after demand.
3. The Member Insured further agrees to pay the Insurer the Retrospective Premium Adjustment under the terms and conditions specified under Section VI.

V. CONDITIONS

1. Abandonment. There shall be no abandonment to the Insurer of any property.
2. Aggregate Limit of Liability and Reinstatement of Policy Amount by Loss. Notwithstanding any other provision in this Policy, the Insurer's liability under this Policy shall not exceed the Amount of Decontamination Liability, Decommissioning Liability and Excess Property Insurance Requested, as stated in Item 6 of the Declarations. In the case of an Accident covered hereunder, the amount of insurance under this Policy shall be automatically endorsed to its original amount at no additional premium for any subsequent Accident within the Policy Year.
3. Application Form. The application for membership, insurance and undertaking with respect to membership and purchase of insurance made by the Member Insured with respect to becoming a Member of the Insurer, as the same may be amended from time to time (hereinafter referred to as the "Application"), is made as much a part hereof as if the Application were fully set forth herein.
4. Appraisal. In case the Member Insured and the Insurer shall fail to agree as to the amount of Property Damage, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The two appraisers so selected shall first select a competent and disinterested umpire; and failing for fifteen (15) days from the date of selection of the second appraiser to agree upon such umpire, then on request of the Member Insured or the Insurer, such umpire shall be selected by a judge of the United States District Court for the district in which the Insured Property is located. The appraisers shall then appraise the Property

Damage, stating separately Actual Cash Value or, if recovery under the Underlying Insurance Policies is on a Replacement Cost basis, the Replacement Cost, and amount of Property Damage to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with the Insurer shall determine the amount of Property Damage. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and of the umpire shall be paid equally by the Member Insured on the one hand and the Insurer on the other.

5. Assignment. Assignment of this Policy or any rights hereunder shall not be valid except with the prior written consent of the Insurer.
6. Choice of Law.
 - (a) In view of the diverse locations of the parties hereto and the desirability of unified regulation, the Insureds and Insurer agree that the terms of this Policy shall determine their respective rights and duties and that this Policy shall be construed and enforced in accordance with and governed by the internal law of the State of New York, United States of America.
 - (b) The parties intend that the Insurer conduct its activities so as not to be subject to the insurance regulation of any jurisdiction other than Bermuda and Delaware. Accordingly, the parties expressly recognize and agree that paragraph (a) above does not evidence an intent by the parties to
 - (i) give jurisdiction over the Insurer to the insurance regulatory authority of any jurisdiction other than Bermuda and Delaware; or
 - (ii) make applicable to this Policy any of the insurance laws or regulations (including those which specify the terms of the by-laws and contracts of mutual insurance companies) of any jurisdiction, including New York, other than to the extent such laws of Bermuda and Delaware are applicable; or
 - (iii) otherwise have the laws of Bermuda or Delaware apply to the construction or enforcement of this Policy.
7. Concealment, Fraud. The Insurer shall have no obligation to make any payments under this Policy if, whether before or after an Accident, any Insured has willfully concealed or misrepresented in writing any material fact or circumstance concerning this insurance or the subject thereof, or the interest of any Insured therein, or in case of any fraud or false swearing by any Insured relating thereto; but the application of this provision shall not affect the Member Insured's obligation to pay the Retrospective Premium Adjustment callable by the Insurer under this Policy, or provide other assurances to the Insurer pursuant to Section VI.2.

8. Currency. All payments required to be made under this Policy by the Member Insured or the Insurer shall be made in United States dollars.
9. Dispute Resolution.
- (a) The Insurer and the Insured mutually acknowledge that the form, terms and conditions of the Policy have been formulated by representatives of the companies participating in the mutual enterprise in order to provide insurance coverage which is vital to all participants. It is desired that the Insurer serve as a financially stable and reliable entity, responsive to the coverage needs of its participants, and providing coverage fairly and equitably as to each Insured, but taking equally into account fairness and equity as to all Insureds as a group. While every effort has been made to define with clarity and precision the scope of coverage and other policy provisions, the Insurer and the Insured mutually acknowledge that situations may arise where the terms of the Policy, or the interpretation of the terms, are disputed. For the foregoing reasons, the Insurer and the Insured agree that the following principles shall govern the interpretation of the Policy:
- (1) Even-handedness and fairness to both the Insurer and the Insured;
 - (2) In the event of an ambiguity in a policy provision, the intentions of the Insurer and the Insured shall be considered by the Arbitrator(s). Evidence of such intentions is limited to the following extrinsic evidence: reports, notes, meeting minutes, and related materials produced by or given to the Insurer's Board of Directors, Advisory Committees, and Task Forces, and any testimony taken from a present or former employee of the Insurer, member of a Member Advisory Committee, or Director;
 - (3) The practice of the Insurer and the Insured in interpreting and applying the Policy;
 - (4) The cooperative rather than adversarial relationship between the Insurer and the Insured; and
 - (5) The contract construction rule of contra proferentem (construing a contract against the drafter) is not applicable to this insurance policy.
- b) The Insurer and Insured will endeavor to resolve any dispute between them by means of a voluntary process to be agreed upon between them, including, without limitation, early neutral evaluation, mediation, mini-trial, neutral fact finding, or senior peer review. Neither the Insurer nor the Insured may be compelled to participate in any such voluntary process except that, at the request of an Insured, the Insurer agrees to submit the dispute to senior peer

review. The Insurer agrees to pay the fees and expenses of any neutral party associated with the use of any process hereunder. Senior peer review is a process in which both sides present their arguments and view of the evidence to a panel of five (5) employees of other NEIL Members, unless the Insured and Insurer agree that a panel of three (3) would be more appropriate. The panel will provide a written non-binding opinion on the merits of the dispute. Though not an exclusive list, panel members may include individuals from NEIL's Member Representatives, Board of Directors, Member Advisory Committees, or Members' Legal Counsel. None of the panelists may be employed by a Member that is an affiliate of the Insured involved in the dispute. The panelists shall be selected by agreement of the Insured and Insurer, but if no agreement is reached within 30 days of the date the senior peer review is requested, the Insurer and Insured shall each submit a list of five names and a NEIL outside Director (as chosen by the Chairman of the Board) shall select the panelists. The panel, with input from the parties, shall establish a schedule for the proceeding, including, if appropriate, the submittal of written materials and oral arguments.

- c) The Statement of Dispute Resolution Principles adopted by the Insurer's Board of Directors and Members, as it may be amended from time to time, shall not create any rights or obligations on the parties but shall be used as guidelines for conducting dispute resolution processes hereunder.
- d) Any dispute, controversy or claim between the Insurer and the Insured as to any matter arising out of or relating to this Policy, or the breach, termination or invalidity thereof, which is not settled between themselves, pursuant to paragraph 2 above or otherwise, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law's (UNCITRAL) Arbitration Rules. Arbitration of a dispute is final and binding.
 - (1) The number of arbitrators shall be one, unless the Insured or the Insurer requests a three-person panel, in which case the number of arbitrators shall be three.
 - (2) In the event the arbitration is to be decided by a single arbitrator, and the parties cannot agree on the appointment of that arbitrator within sixty (60) days of the notice of arbitration being served, the sole arbitrator shall be selected by the appointing authority specified in paragraph 4.d.
 - (3) In the event the arbitration is to be decided by three arbitrators, the Insured shall appoint one arbitrator and the Insurer another; the two so appointed arbitrators shall select the third, who will act as the Chairman for the panel. The party which files the notice of arbitration shall include in such notice the identity of its party-appointed arbitrator. Within forty-five (45) days of service of the

notice of arbitration, the second party shall notify the party that filed the notice of arbitration of the identity of its party-appointed arbitrator. At the time of the notification of the appointment, each side shall provide the other with a detailed curriculum vitae for the selected arbitrator, which shall include information regarding any potential conflict of interest of the selected arbitrator, including any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. All arbitrators shall be obligated to update his/her potential conflict of interest information throughout the arbitration. If (i) the party filing the notice of arbitration fails to include the identity of its party-appointed arbitrator, or (ii) the second party does not notify the first party of its party-appointed arbitrator within forty-five (45) days of service of the notice of arbitration, or (iii) the two party-appointed arbitrators fail to agree on a third arbitrator within a period of sixty (60) days from the date of appointment of the second arbitrator, then, on request of either party, the missing party-appointed arbitrator or the third arbitrator (as the case may be) shall be selected by the appointing authority specified in paragraph 4.d. There shall be no *ex parte* communications between a party and any of the arbitrators, except that a party-appointed arbitrator shall be permitted to communicate with the party that appointed him/her concerning (1) the identity of the Chairman and (2) issues associated with arbitrator invoices.

- (4) The appointing authority shall be the American Arbitration Association (“AAA”) in New York, New York. The AAA shall select arbitrators from the panel of international arbitrators for the International Centre for Dispute Resolution, the international division of the AAA (the “ICDR Roster”). The arbitrators selected from the ICDR Roster shall be U.S. nationals. If for any reason the AAA fails to appoint an arbitrator within thirty (30) days of the date of receipt of the request for such appointment, either party may proceed pursuant to Article 75 of the Civil Practice Law and Rules of the State of New York and make application to the Supreme Court of the State of New York, County of New York for the appointment of the arbitrator.
- (5) To the extent there is any inconsistency between the UNCITRAL Arbitration Rules and the provisions of this Policy, the latter shall govern.
- (6) The place of the arbitration shall be New York, New York, unless the parties agree upon another location.
- (7) Within forty-five (45) days after the appointment of the Chairman, the arbitrators shall conduct an initial conference to which the parties

will be invited to attend. At the initial conference, the parties and arbitrators shall discuss, without limitation, (1) the procedures to be followed, (2) scheduling of submissions and hearings, and (3) a timetable for discovery. At a minimum, the discovery order shall require the parties to provide each other non-privileged documents that are requested by the other side and that reasonably relate to the claims and defenses asserted in the arbitration. Following the initial conference, the arbitrators shall issue a Procedural Order to the parties setting forth the procedures and schedule.

- (8) Within sixty (60) days of the close of the hearings (or the later of post-hearing oral argument or post-hearing written submissions should the arbitrators authorize them), the arbitrators shall issue their award, which shall be in writing and shall present a detailed statement of the factual and legal bases for the award. The award of the arbitrators shall require a majority of two votes. The arbitrators shall first determine the liability of the parties as to the dispute, claim or controversy, and then, only if necessary, determine the type and amount of relief to be granted. In no case may the arbitrators order the rescission or reformation of this Policy. Further, unless the arbitrators determine that it is inappropriate under the circumstances of the case, the award shall provide that post-award interest shall begin to accrue at the rate of the Prime Rate, as published in the Wall Street Journal as of the date of the award, plus two (2) percent per annum from the date sixty (60) days after the award is delivered to the parties until the date the award is paid.
- (9) The arbitrators shall award reasonable attorney's fees and costs to the prevailing party, not to exceed the amount of fees and costs incurred by the non-prevailing party. For this purpose, the fees incurred shall be calculated at reasonable hourly billing rates and shall include all reasonable out-of-pocket expenses, including, without limitation, the reasonable costs of expert witnesses and consultants. If the Insured has retained counsel on a contingency fee basis, and the Insurer is the prevailing party, the arbitrators shall award the Insurer all of its reasonable attorney's fees and costs (without consideration of the fees and costs incurred by the Insured).
- (10) In the event the award is challenged in court and the challenge is denied, the party that challenged the award shall pay the reasonable attorney's fees and costs incurred by the non-challenging party in defending against the challenge to the award.
- (11) The parties acknowledge that any dispute resolution proceeding is intended to be confidential and therefore agree to properly maintain and not disclose or reveal any information obtained from the other

party pursuant to the terms of a Confidentiality Agreement to be executed between the parties at the beginning of the proceeding (the terms of which shall be determined by the arbitrators in the event that the parties are unable to agree). In the case of arbitration, the written decision of the arbitrator(s) shall be available to other Insureds of NEIL and ONEIL, except that any information within the written decision that the Insured can show is proprietary in nature will be redacted.

- e) To the extent that any dispute, claim or controversy between the Insured and the Insurer hereunder is not subject to arbitration for any reason, or to the extent that applicable law otherwise permits the parties to seek provisional relief from the courts prior to the time that the arbitral panel is appointed, the United States District Court for the Southern District of New York (or the Supreme Court of the State of New York, New York County, if federal jurisdiction cannot be attained) shall have exclusive jurisdiction thereof. For such purpose, the Insured agrees to accept, without objection to form or manner, service of process by registered mail or form of overnight mail to the person identified in Item 11 of the Declarations. For such purpose, the Insurer agrees to accept, without objection to form or manner, service of process by registered mail, or overnight mail, directed to the Insurer's General Counsel, at Nuclear Electric Insurance Limited, 1201 Market Street, Suite 1100, Wilmington, Delaware 19801. The foregoing consents to service of process are not intended, nor shall they be construed, to extend to any dispute, claim, controversy, cause of action, or other matter other than as stated in this paragraph.
- 10. Errors and Omissions. No inadvertent error, omission or failure in furnishing reports hereunder shall prejudice the Insureds' right of recovery, but shall be corrected when discovered.
- 11. Headings. The headings in this Policy are inserted for convenience only and shall not be deemed to constitute a part hereof.
- 12. Evaluations and Compliance with Loss Control Standards
 - (a) The Insurer shall be permitted, but not obligated, to perform or to have performed on its behalf, evaluations of the Insured Property at any reasonable time. All evaluations and evaluation reports made by or on behalf of the Insurer are made solely for insurance purposes. Evaluation reports are based upon the conditions, practices and property observed and information made available at the time of the evaluation, and shall not be deemed to identify all hazards or to indicate that other hazards do not exist. The Insurer and those performing evaluations on its behalf shall not be responsible for the correction or control of any conditions, practices or property. Notwithstanding any other agreement, express or implied, to the contrary,

neither the right to make an evaluation nor the making of an evaluation, nor any advice or report resulting therefrom, shall constitute or be construed as an undertaking on behalf of or for the benefit of the Insureds or others to determine or warrant that the facilities, operations or property are safe or healthful, or are in compliance with any law, rule, regulation, procedure or standard. It shall be the obligation of the Insureds to ensure that the Insurer is accorded the right to conduct an evaluation under this paragraph.

- (b) Notwithstanding the provisions in Paragraph V.12.e, upon discovery of a dangerous condition (the "Dangerous Condition") with respect to any property, or part thereof, insured under this Policy or a Primary Policy issued by the Insurer for Site insured under this Policy (the "Affected Property"), whether discovered as a result of an evaluation or otherwise, a representative of the Insurer may
 - (1) request that the Affected Property be taken out of service without delay, and/or
 - (2) request that actions be taken to remedy the Dangerous Condition.
- (c) If a request made under Paragraph V.12.b is not complied with, the Insurer may immediately suspend coverage as to the Affected Property and/or as to Property Damage that could have been avoided or reduced had the Dangerous Condition been remedied, provided, however, that there will be coverage for Property Damage if the Insured can demonstrate that the Property Damage was unrelated to the failure to take the requested action (and there is otherwise coverage under this Policy). Notice of the suspension (which may be made together with either request referred to in Paragraph V.12.b) shall be written and, notwithstanding any other provisions under this Policy, may be sent to the Member Insured by hand delivery, e-mail, fax or courier.
- (d) It shall be an obligation under this Policy that the Insured comply with the SHALL Requirements contained in the Insurer's Loss Control Standards.
- (e) If the Insurer learns of an Insured's failure to comply with, or to take agreed upon actions in accordance with the agreed upon Resolution Plan to correct a failure to comply with, a SHALL Requirement contained in the Insurer's Loss Control Standards, and, as a result and in accordance with the terms of a Primary Policy issued by the Insurer for the Site insured under this Policy the Insurer suspends coverage under that Primary Policy, such suspension of coverage shall apply with equal force and effect to this Policy. The Insurer shall notify the Insured of a suspension of coverage under this Policy in the same notice sent by the Insurer concerning suspension under the Primary Policy. Upon reinstatement of coverage under the Primary Policy, coverage shall be reinstated under this Policy in accordance with the provisions of Paragraph (i) of this Section.

- (f) If the Insured requests that coverage be removed under a Primary Policy issued by the Insurer for the Site insured under this Policy, such removal of coverage shall have equal effect under this Policy, with the precise scope of such removal to be described in an endorsement to this Policy or as set forth in writing and delivered to the Insured.
- (g) Any suspension of coverage under Paragraphs V.12.c and V.12.e of this policy shall be in accordance with the scope of coverage suspension set forth in writing and delivered to the Insured.
- (h) The Insurer may immediately suspend coverage under this Policy, in whole or in part, with respect to the Insured Property if (i) the NRC suspends or revokes for any reason the operating license issued with respect to any Unit on such Insured Property, or (ii) the NRC issues a shutdown order with respect to such Unit, or (iii) the NRC issues a confirmatory order keeping such Unit shut down. In the event that the Insurer chooses to suspend coverage under this provision, it shall notify the Member Insured in writing of that decision.
- (i) The coverage suspended in accordance with Paragraphs V.12.c and V.12.e above, as well as any coverage removed, may be reinstated by the Insurer, but only by an endorsement issued to form a part of this Policy. The suspension of the insurance under this Policy will not affect the obligation of the Member Insured to pay the Retrospective Premium Adjustment callable by the Insurer under this Policy, or provide other assurances to the Insurer pursuant to Section VI.2.

13. Loss Payments

- (a) Except as provided in subsection V.13.(b) below, it is agreed that payment under this Policy shall be made in the following order:
 - (i) Losses under Nuclear Liability Coverage.
 - (ii) Losses under Decommissioning Liability Coverage pursuant to Section II of the Policy.
 - (iii) Losses under the Debris Removal and Decontamination Coverage, the Property Damage Coverage, and the Functional Total Loss Coverage.
- (b) Payment under this Policy may be made with respect to Losses under the Decommissioning Liability Coverage, Debris Removal and Decontamination Coverage, the Property Damage Coverage, and/or Functional Total Loss Coverage prior to completion of indemnification

under the Nuclear Liability Coverage only on the condition that the Member Insured attests that:

- (i) no proceeds of this Policy in excess of an amount specified by the Insureds, except as provided in a Proof of Loss filed with the Insurer, are needed to discharge the legal obligation or liability of the Insureds to protect the public health and safety following Accidental Property Damage, as required by the Act; and
 - (ii) the payment or use of policy proceeds for Losses under the Decommissioning Liability Coverage, Debris Removal and Decontamination Coverage, the Property Damage Coverage, and/or the Functional Total Loss Coverage does not violate any regulation or order of the NRC.
- (c) No payments shall be made pursuant to Section I until (i) all amounts payable under all Underlying Insurance Policies have actually been expended for the types of losses and expenses covered thereunder or designated for the type of expenses covered under paragraph I.1(a) or II., and (ii) at least the amount of the Attachment Point has actually been expended for the types of losses and expenses covered under paragraphs I.1(b) or I.1(c) or designated for the type of expenses covered under paragraph I.1(a) hereof.

14. Notifications

- (a) The Member Insured shall promptly notify the Insurer in the event that any of the Units specified in Item 7 of the Declarations or in the Declarations of the Primary Underlying Insurance Policy is to permanently cease operations prior to the scheduled expiration of such Unit's operating license.
- (b) Policy Modifications. This Policy embodies all agreements between the Member Insured and the Insurer or any of their agents relating to this insurance. There shall be no change in the terms, provisions and stipulations of this Policy except in writing hereon or by endorsement added hereto by agreement of the Insurer and the Member Insured. No amendment to the Primary Underlying Insurance Policy shall increase the Insurer's liability under this Policy without the prior written consent of the Insurer. The granting of such consent shall be wholly within the discretion of the Insurer.
- (c) Policy Decisions and Notice. Except as provided in paragraph 16 of Section V of this Policy, all decisions or actions made or taken with respect to this Policy may only be taken or made by the first named Member Insured and all such decisions or actions shall be binding on all Insureds. Such decisions or actions shall include, without limitation,

decisions to give or not give notices of accidents, to file or not file proofs of loss and to bring or not bring an action under the dispute resolution provision. No decision or action with respect to this Policy may be made or taken by anyone other than the Insurer and the first named Member Insured. The first named Member Insured shall be that Member Insured whose name is listed first in Item 1 of the Declarations. The Insurer and the Insureds agree that all communications between them as to any matter arising under or relating to this Policy shall be made as follows:

- (i) If to the Insurer: The communication must be sent by the first named Member Insured and must be sent, by facsimile, mail or delivery to the Insurer by the Member Insured's Delaware Representative at the address listed in Item 2 of the Declarations.
- (ii) If to the Insureds: The communication must be sent by the Insurer to the first named Member Insured and must be sent, by facsimile, mail or delivery to the address of the Member Insured's Delaware Representative. It shall be the obligation of the first named Member Insured to communicate the contents of any notification from the Insurer to the other Insureds.

The Insured's compliance with the provisions of paragraph (c) is a condition precedent to the Insurer's obligations under this Policy.

- (d) Reports. The Member Insured hereby consents, and shall obtain the consent of the Operator, to the Insurer having access to INPO's final Evaluation Reports at the same time such Reports are sent to the Member Insured or the Operator by INPO.

15. Other Insurance.

- (a) With respect to a Loss for Accidental Property Damage covered by the Underlying Insurer (a "Joint Loss"), (i) upon receiving payment under this Policy with respect to a Joint Loss, the Insured hereby assigns to the Insurer the proceeds received or receivable under the Underlying Insurance Policies providing insurance coverage to the Insured with respect to the Joint Loss, but only to the extent that the availability of such proceeds would have reduced the Insurer's ultimate liability for the Joint Loss; and (ii) in determining whether the Insurer has paid its share of the Joint Loss, the amounts actually paid by the Insurer shall be reduced by any amounts received by the Insurer from the Insured or the Underlying Insurer providing insurance coverage to the Insured with respect to the Joint Loss in accordance with (i) above.

16. Requirements in Case of Accidental Property Damage.

- (a) It shall be the obligation of the Insureds to give or cause to be given immediate detailed written notice to the Insurer of any Accidental Property Damage and to protect the Insured Property from further damage. The Insureds shall separate or cause to be separated, with reasonable promptness, the damaged and undamaged Insured Property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged Insured Property, showing in detail quantities, costs, Actual Cash Value or, if recovery under the Underlying Insurance Policies is on a Replacement Cost basis, the Replacement Cost, the estimated amount of Property Damage claimed, and the Functional Value of the Unit. The Insurer may deny coverage for such Accidental Property Damage if the Insured fails to comply with its obligation to provide immediate written notice thereof, but only if the Insurer demonstrates being prejudiced in its ability to adjust, assess or otherwise investigate the claim as a result of such failure.

- (b) Within twelve (12) months after the amount of Accidental Property Damage exceeds the Attachment Point, unless such time is extended in writing by the Insurer, the Insureds shall complete and file with the Insurer a proof of loss ("Proof of Loss"), in the form approved by the Insurer, signed and sworn to by the Member Insured, stating the knowledge and belief of the Insureds as to the following:
 - (i) with respect to Losses under the Nuclear Liability Coverage, the time and origin of the Accidental Property Damage resulting in such Losses, all other contracts of insurance, whether valid or not, covering the risks insured hereunder, the amount of expenses incurred in discharging the Insureds' legal obligation or liability to protect the public health and safety following Accidental Property Damage, as required by the Act, and an attestation by the Member Insured as to the Insureds' obligation or liability to incur such expenses;

 - (ii) with respect to Losses under the Debris Removal and Decontamination Coverage and/or the Property Damage Coverage, the time and origin of the Accidental Property Damage, the interest of the Insureds and of all others in the Insured Property, the Actual Cash Value or, if recovery under the Underlying Insurance Policies is on a Replacement Cost basis, the Replacement Cost of each item thereof and the amount of Property Damage thereto, all encumbrance thereon, all other contracts of insurance, whether valid or not, covering any of said Insured Property, and changes in the title, use, occupation, location, possession or exposures of said Insured Property since the issuance of this Policy, by whom and for what purpose any building herein described and the several parts thereof

were occupied at the time of the Accident resulting in the Loss and whether or not it then stood on leased ground, and the Insureds shall furnish the Insurer a copy of all descriptions and schedules in all other policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged, and an attestation by the Member Insured that (a) no proceeds of this Policy or no proceeds of this Policy in excess of the Specified Nuclear Liability Amount, except as provided in a Proof of Loss filed with the Insurer, are needed to discharge the legal obligation or liability of the Insureds to protect the public health and safety following Accidental Property Damage, as required by the Act; and (b) the payment of policy proceeds for Losses under the Debris Removal and Decontamination Coverage and/or the Property Damage Coverage does not violate any regulation or order of the NRC;

- (iii) with respect to Losses under the Functional Total Loss Coverage, the time and origin of the Accidental Property Damage necessitating the cessation of the Unit's operation, the interest of the Insureds and of all others in the Insured Property, the Functional Value of the Unit at the time of the Accident, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said Insured Property and/or the risks insured hereunder, and changes in the title, use, occupancy, location, possession or exposures of said Insured Property since the issuance of this Policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of the Accident resulting in the Loss, and the Insureds shall furnish the Insurer a copy of all descriptions and schedules in all other policies and, if required, verified plans and specifications of any building, fixtures or machinery whether damaged or undamaged, and an attestation by the Member Insured that (a) no proceeds of this Policy or no proceeds of this Policy in excess of the Specified Nuclear Liability Amount, except as provided in a Proof of Loss filed with the Insurer, are needed to discharge the legal obligation or liability of the Insureds to protect the public health and safety following Accidental Property Damage; (b) the Unit incurring the Accidental Property Damage has permanently ceased operation; and (c) the payment of policy proceeds under the Functional Total Loss Coverage does not violate any regulation or order of the NRC; and
- (iv) with respect to Losses under the Decommissioning Liability Coverage, the time and origin of the Accidental Property Damage necessitating the cessation of the Unit's operation, all other contracts of insurance, whether valid or not, covering the risks insured hereunder, the current balance of the Decommissioning

Trust Fund, the Decommissioning Target Amount, a copy of the Decommissioning Target Document, if requested by the Insurer, and an estimate of the expenses to be incurred in decommissioning the Unit, and an attestation by the Member Insured that (a) no proceeds of this Policy except as provided in a Proof of Loss filed with the Insurer, are needed to discharge the legal obligation or liability of the Insureds to protect the public health and safety following Accidental Property Damage; (b) the Unit incurring the Accidental Property Damage has permanently ceased operation; and (c) that payment under the Decommissioning Liability Coverage does not violate any regulation or order of the NRC.

- (c) It shall be the obligation of the Insureds to exhibit or cause to be exhibited, to any person designated by the Insurer, as often as may be reasonably required, all that remains of any Insured Property, and submit to examinations under oath by any person named by the Insurer, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or other documents needed by the Insurer to determine its liability, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer or its representative, and shall permit extracts and copies thereof to be made.
- (d) Any failure on the part of the Operator to comply with the requirements of paragraph V.16(c) shall be deemed a breach of this obligation on the part of the Insureds.

17. State Premium Tax. The Insureds represent that they have paid or will pay any applicable state premium tax.

18. Subrogation.

- (a) Except as provided in paragraph V.18(b) below, the Insurer may require from the Insureds an assignment of all right of recovery against any party for Accidental Property Damage to the extent that payment therefore is made by the Insurer; however, prior to an Accident, the Insureds may waive in writing any or all right of recovery against any party for Accidental Property Damage.
- (b) The Insurer hereby waives any right of subrogation acquired by reason of any payment under this Policy arising out of any Accidental Property Damage covered hereunder against the Insureds and any party furnishing services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation or use of the Insured Property.
- (c) It is a condition of this Policy that the Insureds shall repay the Insurer any recoveries made by the Insureds on account of any Accidental Property

Damage to the extent that the Insurer would have been entitled to such recoveries had this waiver not been included in this Policy; provided, however, the proceeds of any such recovery shall be applied first to any uncompensated Property Damage incurred by the Insureds, including reimbursement of any deductible amount under this Policy, and then, to the extent any proceeds of such recovery remain, to reimburse the Insurer for any payments made by it to the Insureds.

19. Suit. No suit, action, or proceeding on this Policy for the recovery of any claim shall be sustainable in any court of law or equity or arbitral tribunal unless all the requirements of this Policy shall have been complied with, and unless commenced within twelve (12) months after the amount of the Accidental Property Damage exceeds the Attachment Point; provided, however, an extension of time for rendering a Proof of Loss granted by the Insurer with respect to any Accident shall extend the twelve-month period for bringing suit with respect to such Accident by the period of such extension.

20. Term and Cancellation

- (a) This Policy shall commence on the date specified in Item 3A of the Declarations and shall terminate on the date specified in Item 3A of the Declarations. This Policy shall be automatically renewed for successive one-year terms, however either party may cancel this Policy by providing written notice to the other party by registered mail at least three months prior to any anniversary.
- (b) This Policy may be canceled at any time by the Insurer, upon approval of its Board of Directors, upon sixty (60) days' written notice of cancellation mailed or delivered to the Member Insured, with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium, if not tendered, will be refunded on demand.
- (c) This Policy shall be automatically canceled if (i) the INPO membership of either the Member Insured or the Operator is suspended or canceled by INPO for any reason and (ii) the Member Insured fails to notify the Insurer within five business days after receipt of notice of such suspension or cancellation of membership in INPO, unless the Insurer is otherwise notified during such five business days.
- (d) In the event that the Member Insured fails to pay to the Insurer any Retrospective Premium Adjustment due under this Policy, due under any Other Insurance Policy as such Member Insured may have with the Insurer, or referred to in Section VI, this Policy shall terminate provided that the Insurer notifies the Member Insured in writing of this delinquency

and the Member Insured fails to make the required payment within 15 days after receiving such notice by registered mail.

- (e) Cancellation or termination of the Underlying Insurance Policy by the Underlying Insurer automatically cancels or terminates this Policy.
- (f) Neither the cancellation of the Policy on the part of the Member Insured or the Insurer, nor its automatic termination, shall affect the obligation of the Member Insured to pay the Retrospective Premium Adjustment callable by the Insurer under this Policy, or provide other assurances to the Insurer pursuant to Section VI.2.

21. Valuations

For purposes of this Policy, except where the Underlying Insurance Policies are written on an Actual Cash Value basis, the value of the Insured Property at the time of an Accident shall be the Replacement Cost of such Insured Property, but only if such Insured Property as is damaged or destroyed is replaced with identical or like kind property on the same premises and intended for the same occupancy and use, and used in connection with a nuclear facility. In all other cases, the value of the Insured Property at the time of the Accident shall be the Actual Cash Value of such Insured Property as is damaged or destroyed, notwithstanding that the Policy may refer to the Replacement Cost of such Insured Property.

22. When Loss Payable.

- (a) With respect to Losses under paragraph I.1 and I.2(a), the amount for which the Insurer may be liable shall be payable as soon as practicable and in any event within sixty (60) days after the Proof of Loss, as herein provided, is received by the Insurer and ascertainment of the Loss is made either by agreement between the Member Insured and the Insurer expressed in writing, or by the filing with the Insurer of an award as herein provided. Where only partial Proof of Loss has been provided to the Insurer and the Insurer's liability for the Accidental Property Damage is uncontested, the Insurer may, in its sole discretion, make partial payment to the Insured. Nevertheless, the Insurer shall have no obligation to make such partial payment.
- (b) With respect to Losses under Section II, payment shall be made within sixty (60) days after the later of the filing by the Member Insured with the Insurer of the Proof of Loss, as provided herein, or filing by the Member Insured of certification that the Insureds have discharged their legal obligation or liability to protect the public health and safety following Accidental Property Damage, as required by the Act, and ascertainment of the Loss is made by written agreement between the Member Insured and the Insurer or the filing of an award as herein provided.

VI. RETROSPECTIVE PREMIUM ADJUSTMENT

The Member Insured agrees to pay to the Insurer the Retrospective Premium Adjustment under the terms and conditions hereinafter set forth.

1. The Insurer may make demand for the Retrospective Premium Adjustment in whole or in one or more parts from time to time, but only to the extent necessary, in the sole discretion of the Board of Directors of the Insurer, to cover Losses incurred by the Insurer under this Policy and all Other Insurance Policies with coverage effective during the Policy Year (specified in Item 3.B of the Declarations).
2. The Insurer, in the sole discretion of the Board of Directors, may require the Member Insured to provide assurance to the Insurer of the Member Insured's ability to satisfy its obligation to pay a Retrospective Premium Adjustment when called. Within twenty (20) business days of receiving notice from the Insurer that such assurance is required, the Member Insured shall notify the Insurer of the option selected to provide the required assurance, which will include, but is not limited to, providing a letter of credit, providing a financial guarantee, purchasing retrospective premium insurance, or paying a Deposit Premium, and implement such option by providing the Insurer with the required documentation or payment, depending on the option selected. The parameters for a letter of credit, a financial guarantee, and the retrospective premium insurance options will be provided to the Member Insured by the Insurer at the time the Insurer requires the Members Insured to take the action. The terms regarding the Deposit Premium are set forth in Paragraph (c) below.
3. If the Member Insured elects to pay a Deposit Premium, the Insurer may require the Deposit Premium to be paid in whole, in part, or in parts. Any Deposit Premium paid to the Insurer will be returned to the Member Insured when, in the sole discretion of the Insurer's Board of Directors, the retention of the Deposit Premium is no longer required. The amount of any Deposit Premium paid shall be a credit against the obligation of the Member Insured to pay a call made for a Retrospective Premium Adjustment and, to the extent thereof, shall be treated as a payment of the Retrospective Premium Adjustment as of the date a call for a Retrospective Premium Adjustment is made. Amounts paid as Deposit Premiums will be held in an interest bearing account and, until such a call is made, interest earned on the Deposit Premium amount will be paid back to the Member Insured on an annual basis, within ninety (90) business days after the end of the applicable calendar year. However, if the Member Insured fails to elect one of the options available pursuant to Paragraph (b) within the time frame required, or at any other time when in the sole discretion of the Insurer's Board of Directors it is in the best interests of the Insurer, the Insurer may make demand upon the Member Insured for a Deposit Premium, whether or not a demand for a Deposit Premium is made upon any other Member Insured(s). If a demand is made by the Insurer, the

Member Insured shall pay the Deposit Premium within twenty (20) business days of demand.

4. That portion of the Retrospective Premium Adjustment demanded by the Insurer shall be paid to the Insurer by wire transfer or other method acceptable to the Insurer within twenty (20) business days after demand. The Insurer may, without first pursuing any rights it may have against any Delinquent Member, make such number of further demands upon the Member Insured, including any Delinquent Member, for further portions of the Retrospective Premium Adjustment, to be payable twenty (20) business days after demand, as may be needed to obtain Retrospective Premium Adjustment from the Member Insureds of the Insurer under this Policy and all Other Insurance Policies with coverage effective during the Policy Year sufficient, in the sole discretion of the Board of Directors of the Insurer, to cover Losses under this Policy and all Other Insurance Policies with coverage effective during the Policy Year. The fact that the Insurer has received sufficient Retrospective Premium Adjustment from such Member Insureds shall not bar the Insurer from pursuing the Insurer's rights against any Delinquent Member.
5. When, for any purpose hereunder, it becomes necessary to calculate the obligation of the Member Insured for the Retrospective Premium Adjustment, it will be calculated as follows:
 - a) The amount of the Retrospective Premium Adjustment shall be equal to the product of (i) the Multiple selected by the Board of Directors of the Insurer as required to meet Losses under this Policy and all Other Insurance Policies with coverage effective during the Policy Year, times (ii) the Premium plus any Additional Premium, or if such is for a period shorter than a calendar year, such Premium and Additional Premium multiplied by a fraction the numerator of which is 365 and the denominator of which is the number of days in the policy period specified in Item 3A of the Declarations.
 - b) The policy year to which any Retrospective Premium Adjustment relates shall be determined by the Board of Directors of the Insurer at the time it makes the call for such Retrospective Premium Adjustment based on the date of the Accident under this Policy or any Other Insurance Policy giving rise to the obligation which such Retrospective Premium Adjustment is designed to satisfy. The aggregate of all Retrospective Premium Adjustments under this Policy shall not exceed the Retrospective Premium Adjustment set forth in Item 5.B of the Declarations.
 - c) Subject to the provisions with respect to calls made in the event of failure to pay by Delinquent Members, the amount of any call for a Retrospective Premium Adjustment hereunder shall bear the same relation to the total Retrospective Premium Adjustment, payable by all Member Insureds of the Insurer under such call as the highest Premium plus Additional

Premium determined under subparagraph (a)(ii) above bears to the aggregate Premiums plus Additional Premiums, used to calculate the total of all such calls, under this Policy and all Other Insurance Policies with coverage effective during the Policy Year.

- d) The obligation of the Member Insured for the Retrospective Premium Adjustment shall be and remain in full force and effect and all the above calculations shall be made without regard to whether or not the Insurer has any obligation to make payments under this Policy or this Policy is canceled or suspended.
6. When, for any purpose hereunder, it becomes necessary to calculate the obligation of the Member Insured for the Deposit Premium, it will be calculated as follows:
- a) The amount of the Deposit Premium, if required, shall be equal to Retrospective Premium Adjustment listed in Item 5.B of the Declarations, unless otherwise indicated.
 - b) The aggregate of the Deposit Premium and any Retrospective Premium Adjustments callable under this Policy shall not exceed the Retrospective Premium Adjustment set forth in Item 5.B of the Declarations.
 - c) The amount of the Deposit Premium may be adjusted at the anniversary of this Policy.
 - d) The obligation of the Member Insured for the Deposit Premium shall be and remain in full force and effect and all the above calculations shall be made without regard to whether or not the Insurer has any obligation to make payments under this Policy or this Policy is canceled or suspended.
7. The Multiple is no higher than the Multiple in any Other Insurance Policy with insurance coverage effective during the Policy Year.
8. The Board of Directors of the Insurer in its sole discretion may adjust downward the Multiple stated in this Policy and any Other Insurance Policy with coverage effective during the Policy Year to a new lower Multiple, and the Retrospective Premium Adjustment callable under this Policy and any such Other Insurance Policy shall be reduced by a like proportionate amount. No downward adjustment in such Multiple and corresponding adjustment in any such Retrospective Premium Adjustment may be made with respect to any Retrospective Premium Adjustment which has been assigned by the Insurer, or in any Other Insurance Policy with coverage effective during the Policy Year, if the Multiple in any such Other Insurance Policy, after adjustment, would be less than the Multiple, after adjustment, in this Policy, unless a similar downward adjustment is made in the Multiple in this Policy, together with a corresponding adjustment in the Retrospective Premium Adjustment.

9. The liability of the Member Insured shall be limited to the Premium, Additional Premium the Retrospective Premium Adjustment or any unpaid portion thereof due to the Insurer under the terms of this Policy, and any assurance that may be required pursuant to Section VI.2. No Member Insured shall be subject to any contingent liability or be required to pay any dues or assessments in addition to such Premium, Additional Premium, Retrospective Premium, and any assurance under Section VI.2. Adjustment due under this Policy and those due under any Other Insurance Policies as such Member Insured may have with the Insurer. The liability of the Member Insured for the Retrospective Premium Adjustment for the Policy Year shall cease six (6) years after the end of the Policy Year, unless prior demand is made therefor.
10. It is agreed that the obligation of the Member Insured to pay any Retrospective Premium Adjustment due under any Other Insurance Policy between the Insurer and the Member Insured which terminated on or before the inception date of this Policy is an obligation of the Member Insured under this Policy. It is also agreed that the terms and the amount of such obligation shall be determined by reference to the Other Insurance Policy under which such obligation arose, notwithstanding that such Other Insurance Policy may no longer be in effect.
11. The liability of each Member Insured, if there be more than one, for the Retrospective Premium Adjustment, and any assurance that may be required pursuant to Section VI.2, under this Policy shall be several and not joint and in proportion to their respective interests specified in the Declarations.
12. In the event the Insurer has available credit facilities from lenders, the Board of Directors of the Insurer may, in its sole discretion, utilize such facilities to finance Losses incurred by the Insurer under this Policy and all Other Insurance Policies. The Insurer may assign to the lenders the Insurer's interest in the Retrospective Premium Adjustment, in whole or in part, including, in the event the Insurer defaults on its obligations to such lenders, the right to call such interest assigned. Such assignment may be made and shall only be effective with respect to the financing of those Losses for which the Retrospective Premium Adjustment could be called. In the event any assignment is made, the Insurer shall give prompt notice thereof to the Member Insured. Each Member Insured shall, upon the request of the Insurer, give acknowledgment of its liability for the Retrospective Premium Adjustment to each of the lenders involved.

VII. MEMBERSHIP

Each Member Insured becomes a member of the Insurer as part of obtaining insurance from the Insurer, and as such, is entitled to the privileges and benefits, and by entering into this Policy agrees to be subject to and bound by, the obligations and duties, of membership. These are more fully set forth in the Insurer's Memorandum of Association and in the Bye-Laws and any amendments thereto, each of which is hereby incorporated into and made a part of this Policy. In no event shall any amendment to the Insurer's

Memorandum of Association or the Bye-Laws increase the amount of Premium or Retrospective Premium Adjustment payable or callable hereunder.

VIII. DEFINITIONS

For purposes of this Policy, unless otherwise stated to the contrary, the following capitalized terms shall have the meanings set forth below. Unless otherwise stated or required for the meaning of any provision, the singular shall include the plural and the plural, the singular. Whenever the terms "Accident", "Accidental Property Damage", "Loss", "Member Insured", "Multiple", "Policy Year", "Premium" and "Retrospective Premium Adjustment" are used in this Policy with both capitalization and reference to this Policy, the Other Insurance Policies, or Other Member Insurance Policies, they shall refer to the defined meanings given such terms in this Policy, the Other Insurance Policies, and the Other Member Insurance Policies, respectively and to which they so refer.

1. "Accident" means a sudden and fortuitous event, an event of the moment, which happens by chance, is unexpected and unforeseeable. Accident does not include any condition which develops, progresses or changes over time, or which is inevitable. The date of the accident shall be the later of when such Accident occurred or is discovered; provided, however, that no Accident is covered hereunder which occurred while the Insured was not insured by the Insurer under this Policy or a predecessor policy issued by the Insurer.
2. "Accidental" means caused by an Accident.
3. "Accidental Property Damage" means Property Damage caused by an Accident.
4. "Act" means the Atomic Energy Act of 1954, 42 U.S.C. §2011, et seq., as amended, and the regulations promulgated pursuant thereto.
5. "Actual Cash Value" means the amount determined by taking the Replacement Cost of the Insured Property and reducing it by straight-line depreciation at a rate of three percent (3%) per year, subject to a maximum depreciation of fifty percent (50%).
6. "Amount of Decommissioning Liability Coverage" means the amount payable for decommissioning liability expenses pursuant to subsection II.2, as calculated under the formula set forth in subsection II.1.
7. "Attachment Point" means the greater of (i) the amount covered by all the Underlying Insurance Policies or (ii) \$500,000,000.
8. "Debris Removal and Decontamination Coverage" means the coverage provided pursuant to paragraph I.1(b).
9. "Declarations" means the declarations attached to, and made a part of, the Policy.

10. "Decommissioning Target Amount" means the amount approved by the Insurer as necessary to meet the costs of decommissioning the Unit, as adjusted to the Settlement Date.
11. "Decommissioning Target Document" means the document submitted by the Insured in estimating the costs of decommissioning the Unit after the Accident leading to decommissioning. The document shall include information required under 10 C.F.R. §50.75 and the cost estimates shall be based on then currently available industry data. The document shall be subject to the approval of the Insurer.
12. "Decommissioning Trust Fund" means the external sinking fund described by the NRC pursuant to 10 C.F.R. §50.75 to pay the costs of decommissioning the Unit at the end of its licensed life.
13. "Delinquent Member" means any member insured, including the Member Insured, who fails to pay a retrospective premium adjustment due under this Policy or any Other Insurance Policy within twenty (20) business days after demand.
14. "Deposit Premium" means the amount that the Member Insured may be required to pay to the Insurer under this Policy, as detailed in to Section VI of this Policy, as security for future Retrospective Premium Adjustments.
15. "FERC" means the Federal Energy Regulatory Commission or any governmental body succeeding to the functions and authority thereof.
16. "Functional Age" means the remaining operating life of the Unit, stated as a percentage, as determined by dividing the number of years remaining on the Unit's Operating License as of the date of Accident, including any extension of the License that has been approved by the NRC as of the date of Accident, by the maximum number of years of operation permitted under the Unit's operating license issued by the NRC, including any extension of the License that has been approved by the NRC as of the date of the Accident, but in no case less than 25%
17. "Functional Total Loss Coverage" means the coverage provided pursuant to subsection I.2.
18. "Functional Value" means the amount determined by multiplying the Generation Replacement Value for the Unit by the Functional Age.
19. "Generation Replacement Value" means value generated by the following formula: $COST \times 1,000 \times MWe$, where COST means the total overnight cost figure, on a kilowatt basis, as reported by the Energy Information Administration of the Department of Energy in its forecast for advanced nuclear construction in effect as of the Date of Accident multiplied by .9 (90%), and MWe means the

Megawatt Electric rating of the Unit as most recently reported by the Insured in documents filed with the Securities Exchange Commission (SEC).

20. "INPO" means the Institute of Nuclear Power Operations.
21. "Insured Property" means the property specified as such in Item 7 of the Declarations and situated at a location specified therein, or if not so identified, then the property as described in the Underlying Insurance Policies.
22. "Insureds" means, collectively, the Persons listed in Item 9 of the Declarations and the Member Insureds, which Persons may hereinafter be referred to individually as an "Insured."
23. "Insurer" means Nuclear Electric Insurance Limited.
24. "Loss" means, collectively, the expenses covered under paragraph I.1(a) of the Policy, the expenses covered under paragraph I.1(b) of the Policy, the losses covered under paragraph I.1(c) of the Policy, the losses covered under paragraph I.2(a) of the Policy, and the expenses covered under subsection II.1 of the Policy. With respect to Sections IV and VI, Loss shall include, where applicable and without limitation, all costs of the Insurer attributable to paying, financing, litigating and settling such expenses and losses.
25. "Loss Control Standards" means the set of administrative and technical requirements adopted by the Insurer that are intended to minimize the risk of loss at Insured Sites.
26. "Member Insurance Program" means any program approved as such in accordance with the Bye-Laws of the Insurer.
27. "Member Insureds" means, collectively, the undersigned Persons, each of whom is subject to the rights and obligations hereof. The Member Insureds may hereinafter be referred to individually as a "Member Insured."
28. "Member Insureds of the Insurer" means the Member Insureds under this Policy or the Other Insurance Policies.
29. "Multiple" means the multiple selected by the Board of Directors of the Insurer (but not greater than the multiple specified in Item 5A of the Declarations) pursuant to paragraphs VI.3(a) and VI.3(b).
30. "NRC" means the Nuclear Regulatory Commission or any governmental body succeeding to the functions and authority thereof.
31. "Nuclear Liability Coverage" means the coverage provided pursuant to paragraph I.1(a).

32. "Operator" means those Persons, if any, other than the Member Insured, responsible for operating the Unit or Units covered by the Policy.
33. "Other Insurance Policy" means any Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy or Blanket Excess Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy, other than this Policy, issued by the Insurer, or any Decontamination, Decommissioning and Excess Property Insurance Policy or Blanket Excess Decontamination, Decommissioning and Excess Property Insurance Policy issued by Overseas NEIL Limited.
34. "Other Member Insurance Policy" means any insurance policy, other than this Policy, issued by the Insurer to one or more Member Insureds of the Insurer under a Member Insurance Program.
35. "Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.
36. "Policy" means this Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy, including the Declarations, as it may hereafter be revised, amended or endorsed.
37. "Policy Year" means the policy year set forth in Item 3.B. of the Declarations.
38. "Premium" means the amount specified in Item 4 of the Declarations.
39. "Primary Policy" means a Primary Property and Decontamination Liability Insurance Policy issued by Nuclear Electric Insurance Limited or a Primary Property and Decontamination Insurance Policy issued by Overseas NEIL Limited, depending on which has been issued to the Insured.
40. "Property Damage" means direct physical damage to or destruction of Insured Property.
41. "Property Damage Coverage" means the coverage provided pursuant to paragraph I.1(c).
42. "Replacement Cost" means the cost incurred for the repair or replacement of the Insured Property that sustained Accidental Property Damage. For purposes of determining Actual Cash Value pursuant to Section I hereof, in the event the replacement property is not readily available, then Replacement Cost for such Insured Property shall be the original book value of the damaged component, less any applicable AFUDC, adjusted for inflation using the applicable Handy Whitman Index.

43. "Resolution Plan" means a written document, mutually agreed upon by the Insured and Insurer, that explains the actions to be taken by the Insured to resolve the Insured's non-compliance with a SHALL Requirement under the Loss Control Standards. The procedures for the development, and closure, of a Resolution Plan are contained in the Company's Loss Control Standards.
44. "Retrospective Premium Adjustment" means the amount of retrospective premium adjustment called or demanded of the Member Insured under this Policy as calculated pursuant to Section VI of this Policy, but not, in the aggregate, in excess of the Retrospective Premium Adjustment specified in Item 5B of the Declarations.
45. "Settlement Date" means the date on which the Member Insured certifies that the Insureds have discharged their legal obligation or liability to protect the public health and safety and to remove debris of and decontaminate the Insured Property following Accidental Property Damage.
46. "SHALL Requirement" means a standard within the Loss Control Standards that sets forth a minimum requirement to be met and maintained for the Insured Property to be insurable, and is identified as such within the Loss Control Standards.
47. "Shortfall" means the Decommissioning Target Amount minus the balance in the Decommissioning Trust Fund as of the Settlement Date.
48. "Specified Nuclear Liability Amount" means the amount described under subparagraph V.13(b)(i).
49. "Underlying Insurance Policy" means the primary insurance policy and each excess policy other than this Policy covering the first party liability and/or property risks of the Insured with respect to the Insured Property, but shall not mean any third party nuclear energy liability policy issued by American Nuclear Insurers, Nuclear Energy Liability Insurance Association or other third party liability insurer or other third party entity.



Notice of Cancellation Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 1
Policy Number: X11-075 Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

It is hereby agreed and understood that in the event of cancellation of or material change in the Policy pursuant to subsection V.12 or V.20 of the Policy, the Insurer shall send a copy of the written notice referred to therein to:

- a. Bechtel Energy Corporation, Attention: C. E. Feltman
P.O. Box 2166, Houston, Texas 77252-2166;
- b. Ebasco Constructors, Inc., Attention: L. D. George
P.O. Box 349, Wadsworth, Texas 77483

This Endorsement does not increase the amount of insurance provided under this Policy.

IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: _____

Wilmington, Delaware

Date: As of April 1, 2011

Witness: David Manc

INSURER:
Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

MEMBER INSURED:
STP Nuclear Operating Company

By: Michael B. Fatoraka
Attorney-in-Fact

**NUCLEAR ELECTRIC INSURANCE LIMITED
POLICYHOLDER DISCLOSURE**

NUCLEAR POLICY RENEWALS

**NOTICE OF TERRORISM INSURANCE COVERAGE
EFFECTIVE DECEMBER 26, 2007**

Coverage for acts of terrorism is already included in your current policy. However, under NEIL's Payment for Acts of Terrorism endorsement, your recovery for losses stemming from an act of terrorism could be limited by the terms of the endorsement. However, in accordance with the Terrorism Risk Insurance Program Reauthorization Act of 2007, which took effect December 26, 2007, (TRIPRA), NEIL's Payment for Acts of Terrorism endorsement would not cap the damages for any "certified" acts of terrorism under TRIPRA.

You are hereby notified that under TRIPRA, the definition of act of terrorism has changed. As defined in Section 102(1), the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with other specified federal officials - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established in TRIPRA. Your policy may contain other exclusions which might affect your coverage. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. TRIPRA, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, any insurer that has met its deductible will not be liable to pay for any losses in excess of the \$100 billion sustained by its insureds. Thus, if the \$100 billion cap is reached, your coverage may be reduced.

NEIL is neither increasing, nor attributing any portion of, the annual premium for terrorism coverage, but a surcharge might be added to the premium if, after a certified act of terrorism, the federal Department of Treasury requires a recoupment of certain amounts paid by the federal government in accordance with the terms of TRIPRA.



Payments for Acts of Terrorism Endorsement

Member Insured: STP Nuclear Operating Company

Site: South Texas Project Endorsement No. 2

Policy Number: X11-075 Effective Date: April 1, 2011

Effective Time of this Endorsement is 12:01 a.m. Standard Time in Hamilton, Bermuda.

It is hereby understood and agreed that this Policy is hereby amended as follows:

- I. The following Section is hereby added to the Policy:

PAYMENTS FOR ACTS OF TERRORISM

In the event that one or more Acts of Terrorism cause Accidental Property Damage under this Policy and under one or more Nuclear Insurance Policies within twelve months from the date the first Accidental Property Damage occurs:

1. Resources Available

The Insureds' maximum recovery for all such Losses under this Policy and all Nuclear Insurance Policies shall be an aggregate of:

- (a) \$3.24 billion (U.S. dollars)

plus;

- (b) such additional amounts as the Insurer recovers for such Losses from reinsurance, indemnity, and any other source, applicable to such Losses.

2. Allocation of Resources

- (a) The amount determined under paragraph 1 above shall first be used to pay for all such Losses payable under all applicable Primary Property and Decontamination Liability Insurance Policies (excluding any Losses payable under all Business Interruption and/or Extra Expense Insurance Policy Endorsements), Primary Property and Decontamination Insurance Policies (excluding any Losses payable under all Business Interruption and/or Extra Expense Insurance Policy Endorsements), Operating Facility Policies, Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policies, Decontamination, Decommissioning



and Excess Property Insurance Policies, Blanket Excess Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policies, and Blanket Excess Decontamination, Decommissioning and Excess Property Insurance Policies (collectively "Property Losses").

- (b) If such Property Losses for all Insureds exceed the amount determined under paragraph 1 above, the Insured's maximum recovery shall be the amount determined under paragraph 1 above times a fraction, the numerator of which is the Insured's recovery for the Property Losses resulting from Accidental Property Damage, but for this Section, and the denominator of which is the sum of all Insureds' recovery for Property Losses resulting from Accidental Property Damage under all applicable Nuclear Insurance Policies, including this Policy, but for this Section.
- (c) Notwithstanding paragraph 1 and subparagraph 2(b) above, if the payments made pursuant to subparagraph 2(b) exhaust the amount determined under paragraph 1, without paying for all the Insured's Property Losses, the Insured shall recover such additional amounts that the Insurer recovers from reinsurance, indemnity, or other source, for the Insured's Property Losses.

3. Declarations Page

Nothing herein shall be construed to entitle the Insured to recover more than the amount of the Policy Limits stated in Item 6 of the Declarations.

4. Relevant Period

The twelve-month period specified above shall commence on the date of the first Accidental Property Damage caused by an Act of Terrorism. The first Accidental Property Damage caused by an Act of Terrorism that occurs after this or any other twelve-month period shall trigger a new twelve-month period.

5. Definitions

For the purposes of this Section only:

- (a) "Act of Terrorism" means any act by a person, group, or organization that appears to be intended to: (i) intimidate or coerce a civilian population, or (ii) disrupt any segment of the economy in the country where the insured plant is located; or (iii) influence the policy of a government by intimidation or coercion; or (iv) affect the conduct of a government by mass destruction; provided, however, that an Act of Terrorism for purposes of this Policy shall not include any act excluded by the War Risk Exclusion.



(b) "Nuclear Insurance Policy" means any Primary Property and Decontamination Liability Insurance Policy, or Primary Property and Decontamination Insurance Policy, or Operating Facility Policy, or any Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy, or Decontamination, Decommissioning and Excess Property Insurance Policy or any Blanket Excess Decontamination Liability, Decommissioning Liability And Excess Property Insurance Policy, or Blanket Excess Decontamination, Decommissioning And Excess Property Insurance Policy, other than this Policy, issued by the Insurer or by Overseas NEIL Limited.

6. Authorized Changes to this Section

The Insurer's Board of Directors will have the authority to alter or replace the definition of the term "Act of Terrorism" and any other provision of this Section in order to facilitate the availability of resources that may be made available by the Government in the country where the insured plant is located.

IN WITNESS WHEREOF, the parties hereto have caused this Endorsement to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: _____

INSURER:

Nuclear Electric Insurance Limited

By: David B. Ripsom
David B. Ripsom, President

Wilmington, Delaware

Date: As of April 1, 2011

Witness: David Mana

MEMBER INSURED:

STP Nuclear Operating Company

By: Uweal B. Retzke
Attorney-in-Fact

NEIL II - Rating Calculation Sheet

Member Insured:	STP Nuclear Operating Company		
Site:	South Texas Project		
Policy Number:	X11-075		
Recovery Limit:	\$1,250,000,000	2011 Renewal	
Effective Date:	April 1, 2011		
Expiration Date:	April 1, 2012		Number of Units: 2

Gross Nuclear Loading per Million:		\$1,032
Multi-Unit Charge:	20.00%	<u>\$206</u>
Net Nuclear Loading:		\$1,238

Base Plant Operations Credit:	18.000%	
Effective Plant Operations Credit:	27.000%	
NEIL Primary Credit:	<u>10.000%</u>	
Total Credits:	37.000%	<u>\$(458)</u>

Nuclear Loading After Credits:		\$780
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Program Modifier:	0.0000%	<u>\$0</u>
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Rate per Million:		\$780.1920
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Premium for first \$500 Million (100% of rate):	\$390,096
Premium for \$500 Million xs \$500 Million (85% of rate):	\$331,582
Premium for \$250 Million xs \$1,000 Million (75% of rate):	<u>\$146,286</u>

Annual Premium at Effective Recovery Limit:	\$867,964
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Retrospective Premium Adjustment (10 times Annual Premium):	\$8,679,640
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Previous Annual Premium:		
Additional Annual Premium:	0.00%	\$867,964
Pro-rata Factor:		1.0000

NEIL II PREMIUM DUE:	\$867,964
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NUCLEAR ELECTRIC INSURANCE LIMITED
WILMINGTON, DELAWARE

**BLANKET EXCESS
DECONTAMINATION LIABILITY,
DECOMMISSIONING LIABILITY
AND EXCESS PROPERTY INSURANCE POLICY**

Declarations attached to and made a part of Policy No. BX11-007

Item 1.

Member Insured Indiana Michigan Power Company
Member Address c/o American Electric Power Service Corporation as Agent
1 Riverside Plaza
Columbus, Ohio 43215-2373

NEIL II Underlying Policy No. X11-019 100.00%

Member Insured Pacific Gas and Electric Company
Member Address P.O. Box 770000
San Francisco, California 94177

NEIL II Underlying Policy No. X11-042 100.00%

Member Insured STP Nuclear Operating Company
Member Address P.O. Box 289
Wadsworth, Texas 77483

NEIL II Underlying Policy No. X11-075 100.00%

Item 2.

Insurer: Nuclear Electric Insurance Limited

Mailing Address: 1201 N. Market Street, Suite 1100, Wilmington, Delaware 19801

Item 3.

A. Policy Period:

From April 1, 2011 to April 1, 2012
(Date) (Date)

B. Policy Year:

From April 1, 2011 to April 1, 2012
(Date) (Date)

All dates used to determine the Policy Period, Policy Year, or used as the effective date of any endorsement have as their effective time 12:01 a.m. Standard Time in Hamilton, Bermuda.

Item 4. Premium Payments required from each Member Insured:

	Premium Amount
Cook	<u>\$463,644</u>
Diablo Canyon	<u>\$432,734</u>
South Texas Project	<u>\$432,734</u>
Total Premium Payable	<u>\$1,329,112</u>

Item 5. A. Multiple: 10

B. Maximum Retrospective Premium Adjustment for each Member Insured:

	Retrospective Premium Adjustment
Cook	<u>\$4,636,440</u>
Diablo Canyon	<u>\$4,327,340</u>
South Texas Project	<u>\$4,327,340</u>
Total Retrospective Premium Adjustment	<u>\$13,291,120</u>

Item 6. Amount of Blanket Limit: \$1,000,000,000

Item 7. Description and location of property covered (if self insured):
Identical to Item 7 of the Declarations of each of the NEIL II Policies identified under Item 1 of the Declarations of this Policy.

Item 8. Attachment Point: \$1,750,000,000

Item 9. Insureds:
Identical to Item 9 of the Declarations of each of the NEIL II Policies identified under Item 1 of the Declarations of this Policy.

Item 10. Loss Payee Clause:
Identical to Item 10 of the Declarations of each of the NEIL II Policies identified under Item 1 of the Declarations of this Policy.

NUCLEAR ELECTRIC INSURANCE LIMITED
WILMINGTON, DELAWARE

AND EXCESS PROPERTY BLANKET EXCESS
DECONTAMINATION LIABILITY,
DECOMMISSIONING LIABILITY INSURANCE POLICY

This is a blanket excess policy. There is no reinstatement of the Blanket Limit after a loss. The blanket limit amount set forth in Item 6 of the Declarations is shared among the Member Insureds identified in Item 1 of the Declarations. This Policy follows the form of the NEIL II Policies identified under Item 1 of the Declarations. No provision of this Policy shall be construed to make any changes in any of these NEIL II Policies.

This Blanket Excess Decontamination Liability, Decommissioning Liability and Excess Property Insurance Policy is made by and among the undersigned Member Insureds and Nuclear Electric Insurance Limited, a Bermuda mutual company with limited liability.

The Insurer is only licensed in Bermuda and Delaware and the Insureds will not be protected by the guaranty funds of any U.S. jurisdiction.

The Member Insureds will be required to execute the Policy in Delaware. The Policy will become effective only upon the acceptance of the delivery of the Policy by the Member Insureds at the Insurer's office in Delaware. The Policy will only become effective if this procedure is followed.

I. INSURING AGREEMENT

In consideration of the premium paid, and subject to the terms and conditions of this Policy, the Insurer agrees to pay an amount up to the Blanket Limit Amount for Losses insured under one or more of the NEIL II Policies identified under Item 1 of the Declarations, subject to such Losses exceeding the Attachment Point.

IN WITNESS WHEREOF, the parties hereto have caused this Policy to be executed and attested on their behalf.

Wilmington, Delaware

Date: As of April 1, 2011

Attest: 

Wilmington, Delaware

Date: As of April 1, 2011

Witness: 

Wilmington, Delaware

Date: As of April 1, 2011

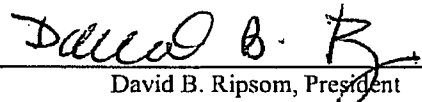
Witness: 

Wilmington, Delaware

Date: As of April 1, 2011

Witness: 


INSURER:
Nuclear Electric Insurance Limited

By: 
David B. Ripsom, President

MEMBER INSURED:
Indiana Michigan Power Company

By: 
Attorney-in-Fact

MEMBER INSURED:
Pacific Gas and Electric Company

By: 
Attorney-in-Fact

MEMBER INSURED:
STP Nuclear Operating Company

By: 
Attorney-in-Fact

II. BLANKET LIMIT AMOUNT

The Blanket Limit amount set forth under Item 6 of the Declarations is the maximum amount the Insurer will pay during the Policy Period for any and all Losses that are covered under this Policy.

Every Loss covered under this Policy reduces, as of the date of such Loss, the Blanket Limit available under this Policy by the amount of such Loss, and this Policy shall apply thereafter only for the reduced amount.

III. FOLLOWING FORM PROVISIONS

The NEIL II Policies identified under Item 1 of the Declarations are incorporated herein and made a part hereof, with the following exceptions.

- A. The Declarations pages of each of the NEIL II Policies are replaced with the Declarations pages of this Policy.
- B. Section I of the NEIL II Policy, *Definitions*, is amended as follows:

The following Definition is amended to read as follows:

"Attachment Point" means the greater of (i) the amount covered by all the Underlying Insurance Policies or (ii) the amount specified in Item 8 of the Declarations.

- C. Section 1.6 of the NEIL II Policy, *Decontamination Liability and Excess Property Coverage*, is amended as follows:

6. In the event that Accidental Property Damage under this Policy, and under one or more Other Insurance Policies with insurance coverage effective during the Policy Year is caused directly or indirectly by any single Accident which is either listed in paragraph I.5 hereof, or which involves radioactive contamination, or by any Accident which ensues directly or indirectly from an Accident listed in paragraph I.5 hereof or from an Accident involving radioactive contamination, the Insureds agree that:

- (a) The Insurer's liability for all such Accidental Property Damage shall not exceed the greater of (A) sum of the Amount of Blanket Limit, as stated in Item 6 of the Declarations, plus the Amount of Decontamination Liability, Decommissioning Liability and Excess Property Insurance Requested, as stated in Item 6 of the Declarations of the NEIL II Policy, or (B) the highest of the Amount of Decontamination Liability, Decommissioning Liability and Excess Property Insurance Requested, as stated in the Declarations of the Other Insurance Policies, or (C) the sum of the Amount of Decontamination Liability, Decommissioning Liability and Excess Property Insurance

Requested, as stated in the Declarations of the Other Insurance Policies, plus the Amount of Blanket Limit of the Blanket Limit Following Form Policy providing coverage with respect to the same Accident.

- (b) The Insurer's liability under this Policy shall be the amount determined under paragraph I.6(a) above times a fraction, the numerator of which is the Insurer's liability for the Accidental Property Damage under this Policy and the NEIL II Policy but for this subsection I.6, and the denominator of which is the sum of the Insurer's liability for the Accidental Property Damage under this Policy, and the NEIL II Policy, and all Other Insurance Policies and all other Blanket Limit Following Form Policies, but for this subsection.

NEIL II – Blanket Rating Calculation Sheet

Member Insured: **Indiana Michigan Power Company, Pacific Gas and Electric Company and STP Nuclear Operating Company**
 Site: **Cook, Diablo Canyon and South Texas Project**
 Policy Number: **BX11-007**
 Recovery Limit: **\$1,000,000,000** 2011 renewal
 Attachment Point: **\$1,750,000,000** \$1,250,000,000 (of NEIL II Layer)
 Effective Date: **April 1, 2011**
 Expiration Date: **April 1, 2012** Number of Sites: **3**

Layer	Limits in Layer
0 – 0.5 BB:	0
0.5 – 1.0 BB:	0
> 1.0 BB:	1,000,000,000

Sites	Annual Premium	Retro Premium	Previous Annual Premium	Additional Annual Premium	Pro-Rata Factor	Blanket Premium Due
Cook	\$463,644	\$4,636,440		463,644		463,644
Diablo Canyon	\$432,734	\$4,327,340		432,734		432,734
South Texas Project	\$432,734	\$4,327,340		432,734		432,734
Totals	\$1,329,112	\$13,291,120	\$0	\$1,329,112	1.0000	\$1,329,112

Sites	NEIL II Policy	Premium for 1 st \$1 MM in Underlying Policy	Premium 0-0.5 BB	Premium 0.5-1.0 BB	Premium >1.0 BB	100% Premium	Blanket %	Premium x Blanket %	Share of Blanket Premium
Cook	X11-019	835.9200	\$0	\$0	\$626,940	\$626,940	100.00%	\$626,940	34.88%
Diablo Canyon	X11-042	780.1920	\$0	\$0	\$585,144	\$585,144	60.00%	\$351,086	32.56%
South Texas Project	X11-075	780.1920	\$0	\$0	\$585,144	\$585,144	60.00%	\$351,086	32.56%
Totals								\$1,329,112	