

~~Enclosure 4 Contains Non-Public Information~~  
~~Withhold in Accordance with 10 CFR 2.390~~



April 14, 2023

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TXX-23019  
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10 CFR 50.80  
10 CFR 50.90  
10 CFR 72.50  
10 CFR 2.390

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

Comanche Peak Nuclear Power Plant, Units 1 and 2  
Docket No. 50-445, License No. NPF-87  
Docket No. 50-446, License No. NPF-89  
Comanche Peak Nuclear Power Plant, Units 1 and 2, Independent Spent Fuel Storage Installation  
Docket No. 72-74

Beaver Valley Power Station, Unit Nos. 1 and 2  
Docket No. 50-334, License No. DPR-66  
Docket No. 50-412, License No. NPF-73  
Beaver Valley Power Station, Unit Nos. 1 and 2, Independent Spent Fuel Storage Installation  
Docket No. 72-1043

Davis-Besse Nuclear Power Station, Unit No. 1  
Docket No. 50-346, License No. NPF-3  
Davis-Besse Nuclear Power Station, Unit No. 1 Independent Spent Fuel Storage Installation  
Docket No. 72-14

Perry Nuclear Power Plant, Unit No. 1  
Docket No. 50-440, License No. NPF-58  
Perry Nuclear Power Plant, Unit No. 1 Independent Spent Fuel Storage Installation  
Docket No. 72-69

Subject: Application for Order Consenting to Transfer of Licenses  
and Conforming License Amendments

Pursuant to Section 184 of the Atomic Energy Act of 1954, as amended (“AEA”), and 10 CFR 50.80, 10 CFR 50.90, and 10 CFR 72.50, Vistra Operations Company LLC (“VistraOps”), acting on behalf of itself, Comanche Peak Power Company LLC (“CPPC”) and certain other affiliates

detailed in this submittal, and Energy Harbor Nuclear Corp. (“EHNC”), acting on behalf of itself and Energy Harbor Nuclear Generation LLC (“EHNG”) (collectively, the “Applicants”), hereby submit the enclosed application (“Application”), requesting that the U.S. Nuclear Regulatory Commission (“NRC”) consent to the indirect transfer of control of the licenses for Comanche Peak Nuclear Power Plant, Units 1 and 2 (“CPNPP”) and its generally licensed independent spent fuel storage installation facility (“ISFSI”). Applicants also request that NRC consent to (a) the indirect transfer of control of the licenses to own the Beaver Valley Power Station, Unit Nos. 1 and 2 (collectively, “BVPS” and individually “BVPS-1” and “BVPS-2”), Davis-Besse Nuclear Power Station, Unit No. 1 (“DBNPS”), and Perry Nuclear Power Plant, Unit No. 1 (“PNPP”), and their respective generally licensed ISFSIs (collectively referred to as the “EH Facilities”) and (b) the direct transfer of the operating licenses for the EH Facilities to VistraOps as a consequence of Vistra Corp.’s transaction with Energy Harbor Corp., the parent company of EHNG and EHNC (collectively the “license transfers”).

Applicants seek the NRC’s consent to the license transfers resulting from a proposed transaction as further described in a Transaction Agreement signed by the parties on March 6, 2023, pursuant to which VistraOps will indirectly acquire Energy Harbor Corp. and its subsidiaries and will restructure the upstream ownership of CPNPP (the “Transaction”). Upon consummation of the Transaction, VistraOps-controlled companies will operate the six nuclear units across four sites and three states, totaling more than 6,400 MW in the Electric Reliability Council of Texas, Inc. (“ERCOT”) and the PJM Interconnection, L.L.C. (“PJM”) markets. As part of the Transaction, EHNC’s and EHNG’s parent, Energy Harbor Corp., will become an indirect subsidiary of VistraOps via merger (such indirect subsidiary that will survive the merger is referred to herein as “VOC Sub”). Following such merger, VOC Sub’s indirect parent company, tentatively referred to as Special Purpose Entity 2 LLC (“Vistra Vision”), will be indirectly owned and controlled by VistraOps, which will have an 85% ownership interest in Vistra Vision, and the remaining 15% ownership interest will be held by certain former shareholders of Energy Harbor Corp., accounts managed by Avenue Capital Management II, L.P. and Nuveen Asset Management, LLC, and potentially certain other investors. As a result of the Transaction, EHNC and EHNG will become indirect subsidiaries of VistraOps. For business and tax purposes, the Transaction also will create three new indirect subsidiaries of VistraOps between VistraOps and CPPC, resulting in an indirect transfer of control of the CPNPP licenses.

The Transaction will not change the role of VistraOps as the licensed operator of CPNPP nor the role of CPPC as the licensed owner of CPNPP. Similarly, the Transaction will not change the role of EHNG as the licensed owner of the EH Facilities, nor will it result in any adverse changes to the financial qualifications or decommissioning funding assurance.

VistraOps seeks NRC consent to become the licensed operator of BVPS, DBNPS and PNPP, bringing all six units that are the subject of the Application under a single Chief Nuclear Officer (“CNO”) who is currently an officer of VistraOps responsible for the operation of CPNPP, and who will be similarly technically qualified to manage and supervise the operation of BVPS, DBNPS and PNPP. It is expected that after the closing of the Transaction the site leadership and plant personnel of EHNC will continue to provide operating and technical services to the EH Facilities under the supervision and direction of the VistraOps CNO. Similar to CPNPP, certain

of the executives and senior plant managers of the EH Facilities will also be officers of VistraOps.

CPPC will continue to own CPNPP and EHNG will continue to own the EH Facilities, while VistraOps will continue to operate CPNPP, supported by the services of Luminant Generation Company LLC, and after closing will operate the EH Facilities in substantially the same manner as before the closing of the Transaction consistent with the facility licenses and applicable NRC requirements. Exhibits A and B of the enclosed Application provide simplified pre- and post-Transaction corporate organizational charts.

CPPC will continue to have rights to all of the output of CPNPP, which is sold at wholesale into the ERCOT market by CPPC's affiliate, Luminant Energy Company LLC. CPNPP will be responsible to VistraOps for all costs associated with operations, maintenance, and capital improvement of CPNPP. Additionally, CPPC will continue to be the beneficiary of a financial support agreement from VistraOps, which has access to other sources of revenue.

For the EH Facilities, EHNG will market the entire output of the EH Facilities (approximately 4,048 megawatts) through VistraOps' affiliate Dynegy Marketing and Trade ("DMT") pursuant to an intracompany Energy Services Agreement which will be the vehicle for EHNG to recover its actual operating, maintenance, and capital costs associated with the EH Facilities. In addition, VistraOps will recover the cost of operating the EH Facilities through an Operating Agreement with EHNG. The terms and conditions of these intracompany arrangements will be similar to those previously approved by the NRC in 2016 as part of the approval of the transfer of the Comanche Peak license to CPPC and VistraOps.

The obligor of the Financial Support Agreement currently benefitting the EH Facilities is expected to change from Energy Harbor Corp. to VistraOps, and the beneficiary will remain EHNG. A license condition in each EH Facility's operating license, associated with the \$400 million support agreement, states that EHNG cannot take any action to modify the support agreement without written consent of the NRC staff. Accordingly, this Application provides the requisite written notification to the NRC to review and consent to this action. Applicants also request an administrative license amendment to remove references to the 2005 applications that have been superseded by the Financial Support Agreement.

Upon the completion of the Transaction, VistraOps will continue to be ultimately owned and controlled by its current parent, Vistra Corp. Shares of Vistra Corp. are widely held and publicly traded on the New York Stock Exchange (Ticker: VST). As a result, no single entity will own a majority of or exercise control over Vistra Corp. No individuals or entities beneficially own more than 15% of the common stock of Vistra Corp. The names, titles and citizenship of each of the expected principal officers and directors of each of the companies in the ownership chain are provided in Exhibit G of the enclosed Application. After the closing of the Transaction, corporate governance matters including replacement of officers and directors will be conducted pursuant to the applicable law and VistraOps, CPPC, EHNC, and EHNG's organizational documents, which are expected to remain substantially unchanged.

Certain confidential commercial and financial information is included in Exhibits C, D, and E, of the enclosed Application. VistraOps and EHNC request that these Exhibits be withheld from public disclosure pursuant to 10 CFR 2.390 and 10 CFR 9.17. Redacted versions of Exhibits C, D, and E, are provided in the publicly available version of this Application. The redacted information is identified by brackets [ ]. An Affidavit supporting the request for withholding the proprietary financial information from public disclosure is provided in Enclosure 3. Unredacted versions of Exhibits C, D and E are provided in Enclosure 4.

In summary, the proposed transfer of control will be consistent with the requirements set forth in the AEA, NRC regulations, and the relevant NRC licenses and orders. The Applicants therefore respectfully request that the NRC consent to the transfer of control in accordance with Section 184 of the AEA as well as 10 CFR 50.80 and 10 CFR 72.50.

The Applicants request NRC consent to the proposed indirect license transfers, and conforming license amendments and consents, no later than October 1, 2023. Such consent should be immediately effective upon issuance and should permit the transfers at any time within one year from the date of NRC approval. In addition to the NRC's consent, the Transaction is subject to the review by or approval of certain other governmental authorities, including the Department of Justice, the Federal Energy Regulatory Commission, and the Federal Communications Commission. The Applicants will inform the NRC if there any significant changes in the status of any required regulatory approvals, or if any other developments arise that impact the planned closing of the Transaction.

Copies of this submittal are being provided to the State of Ohio and the Commonwealth of Pennsylvania.

Service upon the Applicants of notice, comments, hearing requests, intervention petitions, or other pleadings should be made to:

Stephanie Zapata Moore  
Executive Vice President & General Counsel  
Vistra Corp.  
6555 Sierra Drive  
Irving, TX 75039  
Telephone: 214-875-8183  
Email: [stephanie.moore@vistracorp.com](mailto:stephanie.moore@vistracorp.com)

Rick C. Giannantonio, Esq.  
Executive Vice President and General  
Counsel, Energy Harbor Corp.  
168 E. Market Street  
Akron, Ohio 44308  
Telephone: (330) 315-6804  
Email: [giannanr@energyharbor.com](mailto:giannanr@energyharbor.com)

M. Stanford Blanton  
Alan D. Lovett  
Balch & Bingham LLP  
1901 Sixth Avenue North, Suite 500  
Birmingham, AL 35203  
Telephone: (205) 226-3417  
Telephone: (205) 226-8769  
Email: [sblanton@balch.com](mailto:sblanton@balch.com)  
Email: [alovett@balch.com](mailto:alovett@balch.com)

Timothy P. Matthews, Esq.  
Grant W. Eskelsen, Esq.  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Ave., NW  
Washington, D.C. 20004  
Telephone: (202) 739-5527  
Telephone: (202) 739-5923  
Email: [timothy.matthews@morganlewis.com](mailto:timothy.matthews@morganlewis.com)  
Email: [grant.eskelsen@morganlewis.com](mailto:grant.eskelsen@morganlewis.com)

For questions related to this submittal related to VistraOps or CPPC, please contact Jack Hicks, Manager, Regulatory Affairs at (254) 897-6725 or [jack.hicks@luminant.com](mailto:jack.hicks@luminant.com), and for questions related to EHNG or EHNC, contact Phil Lashley, Manager, Fleet Licensing, Energy Harbor at (330) 696-7208 or [philashley@energyharbor.com](mailto:philashley@energyharbor.com).

Sincerely,



Ken J. Peters  
Senior Vice President and Chief Nuclear  
Officer  
Vistra Operations Company LLC



David B. Hamilton  
President and Chief Nuclear Officer  
Energy Harbor Nuclear Corp.

Enclosures:

1. Application with Exhibits
2. Affirmations
3. Affidavit of Stephanie Zapata Moore Supporting Withholding from Public Disclosure
4. Unredacted Exhibits

cc:

Raymond Lorson, Region I [rkl@nrc.gov]

John Giessner, Region III [John.Giessner@nrc.gov]

Robert Lewis, Region IV [Robert.Lewis@nrc.gov]

Dennis Galvin, NRR [Dennis.Galvin@nrc.gov]

John Ellegood, Senior Resident Inspector, CPNPP [John.Ellegood@nrc.gov]

David Nani, Resident Inspector, CPNPP [David.Nani@nrc.gov]

Robert Kuntz, NRC Project Manager, EHNC Fleet [robert.kuntz@nrc.gov]

Brian Towne, NRC Senior Resident Inspector, BVPS [brian.towne@nrc.gov]

Roy Elliott, NRC Senior Resident Inspector, DBNPS [Roy.Elliott@nrc.gov]

James Beavers, NRC Senior Resident Inspector, PNPP [jbeavers@energyharbor.com]

Wade DeHaas, Director BRP/DEP [wdehaas@pa.gov] (without Enclosure 4)

Chris Salz, URSB and OEMA, State of Ohio [cmsalz@dps.ohio.gov] (without Enclosure 4)

Robert Free, Tex. Dept. of State Health Svc. [robert.free@dshs.state.tx.us] (without Enclosure 4)

**Application for Order Consenting to  
Transfer of Control of Licenses  
and  
Conforming License Amendments**

**April 14, 2023**

**submitted by**

**Vistra Operations Company LLC**

**on behalf of itself**

**and**

**Comanche Peak Power Company LLC,**

**and by**

**Energy Harbor Nuclear Corp.**

**on behalf of itself**

**and**

**Energy Harbor Nuclear Generation LLC**

Comanche Peak Nuclear Power Plant, Units 1 and 2

Docket No. 50-445, License No. NPF-87

Docket No. 50-446, License No. NPF-89

Comanche Peak Nuclear Power Plant, Units 1 and 2, Independent Spent Fuel Storage Installation

Docket No. 72-74

Beaver Valley Power Station, Unit Nos. 1 and 2

Docket No. 50-334, License No. DPR-66

Docket No. 50-412, License No. NPF-73

Beaver Valley Power Station, Unit Nos. 1 and 2, Independent Spent Fuel Storage Installation

Docket No. 72-1043

Davis-Besse Nuclear Power Station, Unit No. 1

Docket No. 50-346, License No. NPF-3

Davis-Besse Nuclear Power Station, Unit No. 1 Independent Spent Fuel Storage Installation

Docket No. 72-14

Perry Nuclear Power Plant, Unit No. 1

Docket No. 50-440, License No. NPF-58

Perry Nuclear Power Plant, Unit No. 1 Independent Spent Fuel Storage Installation

Docket No. 72-69

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- Exhibit H EH Facilities Operating Licenses (Changes)
- Exhibit I EH Facilities Operating Licenses (Clean Pages)

## I. INTRODUCTION

Pursuant to Section 184 of the Atomic Energy Act of 1954, as amended (“AEA”), and 10 CFR 50.80, 10 CFR 50.90, and 10 CFR 72.50, Vistra Operations Company LLC (“VistraOps”), acting on behalf of itself, Comanche Peak Power Company LLC (“CPPC”) and certain other affiliates detailed below, and Energy Harbor Nuclear Corp. (“EHNC”), acting on behalf of itself and Energy Harbor Nuclear Generation LLC (“EHNG”) (collectively, the “Applicants”), hereby submit this application (“Application”), requesting that the U.S. Nuclear Regulatory Commission (“NRC”) consent to the indirect transfer of the licenses for Comanche Peak Nuclear Power Plant, Units 1 and 2 (“CPNPP”) and its generally licensed independent spent fuel storage installation facility (“ISFSI”). Applicants also request consent to (a) the indirect transfer of the licenses to own the Beaver Valley Power Station, Unit Nos. 1 and 2 (collectively “BVPS” and individually “BVPS-1” and “BVPS-2”), Davis-Besse Nuclear Power Station, Unit No. 1 (“DBNPS”), and Perry Nuclear Power Plant, Unit No. 1 (“PNPP”), and their respective generally licensed ISFSIs (collectively referred to as the “EH Facilities”) and (b) the direct transfer of the license to operate the EH Facilities from EHNC to VistraOps.<sup>1</sup>

Applicants seek the NRC’s consent to the transfers of control resulting from a proposed transaction as further described in a Transaction Agreement signed by the parties on March 6, 2023, pursuant to which VistraOps will indirectly acquire Energy Harbor Corp. and its subsidiaries and restructure the upstream ownership of CPNPP (the “Transaction”). Upon consummation of the Transaction, VistraOps-controlled companies will operate six nuclear units across four sites and three states totaling more than 6,400 MW in the Electric Reliability Council of Texas, Inc. (“ERCOT”) and PJM Interconnection L.L.C. (“PJM”) markets. As part of the Transaction, EHNC’s and EHNG’s parent, Energy Harbor Corp., will be acquired by Vistra Preferred, LLC (“VPLLC”),<sup>2</sup> which also owns CPPC, and will become, an indirect subsidiary of a newly-formed indirect subsidiary of VistraOps tentatively called Special Purpose Entity 2 LLC (referred to herein as “Vistra Vision”). Following the merger, Vistra Vision will be owned 85% by VistraOps and 15% by entities controlled by Nuveen Asset Management, Avenue Capital Group and potentially certain other investors that currently hold interests in Energy Harbor Corp. As a result, EHNC and EHNG will become indirect subsidiaries of VistraOps. For business and tax purposes, the Transaction also will create three new indirect subsidiaries of VistraOps between VistraOps and CPPC, resulting in an indirect transfer of control of the CPNPP licenses.

The Transaction will not change the role of VistraOps as the licensed operator of CPNPP nor the role of CPPC as the licensed owner of CPNPP. VistraOps also seeks approval to become the licensed operator of the EH Facilities under a single Chief Nuclear Officer (“CNO”) who is an officer of VistraOps. It is expected that after closing the site leadership and plant personnel of EHNC will continue to provide operating and technical services to the EH Facilities under the

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<sup>1</sup> A license amendment request to make conforming changes to the EH Facilities license is being submitted as part of this request for license transfer.

<sup>2</sup> In connection with the Transaction, Vistra Preferred Inc. will convert from a Delaware corporation to a Delaware limited liability company, with no change of ownership or control. The conversion is for federal tax purposes. Pursuant to Delaware law, the post-conversion LLC will continue to be the same legal entity. Accordingly, the conversion, on its own, does not constitute a transfer under 10 CFR 50.80. *See* Letter from J. Gitter, NRC, to P. Sena, FirstEnergy Nuclear Operating Co. “Request for Threshold Determination Under 10 CFR 50.80” (Sept. 22, 2011) (ML112430556).

supervision and direction of the VistraOps CNO. Similar to CPNPP, certain of the executives and the plant managers of the EH Facilities will also be officers of VistraOps. These reporting relationships will achieve a common operating philosophy, principles and procedures across the VistraOps fleet. EHNC will become a services company for the EH Facilities analogous to the relationship between VistraOps and Luminant Generation Company LLC (“Luminant Generation”) to support the operation of CPNPP. The Transaction will not result in any adverse changes to the technical qualifications, financial qualifications, or decommissioning funding assurance of any of the NRC licensees. CPPC will continue to own CPNPP and EHNG will continue to own the EH Facilities, while VistraOps will continue to operate CPNPP and will operate the EH Facilities utilizing EHNC personnel consistent with the facility licenses and applicable NRC requirements. Exhibits A and B of this Application provide simplified pre- and post-Transaction corporate organizational charts.

CPPC will continue to have rights to all of the output of CPNPP, which is marketed at wholesale into the ERCOT market by CPPC’s affiliate Luminant Energy Company LLC. CPNPP will continue to be responsible to VistraOps for all costs associated with operations, maintenance, and capital improvement of CPNPP. Additionally, CPPC will continue to be the beneficiary of the existing \$300 million financial support agreement from VistraOps, which has access to other sources of revenue.

After consummation of the Transaction, EHNG will market the entire output of the EH Facilities (approximately 4,048 megawatts) through an intracompany energy services agreement with the VistraOps affiliate Dynegy Marketing and Trade, LLC (“DMT”), which will be the vehicle for EHNG to recover its operating, maintenance, and capital costs associated with the EH Facilities. The revenues from the power sales generated under the energy services agreement are expected to cover the EH Facilities’ costs of operation. The Operating Agreement through which EHNC currently recovers operating costs from EHNG will be replaced by an Operating Agreement between VistraOps and EHNG, through which VistraOps will recover the cost of operating the EH Facilities. The Operating Agreement between VistraOps and EHNG is expected to be substantially identical to the Operating Agreement between VistraOps and CPPC, which the NRC approved in 2016 in connection with the transfer of the Comanche Peak license to CPPC and VistraOps.<sup>3</sup>

Upon the completion of the Transaction, VistraOps will continue to be ultimately owned and controlled by its current parent, Vistra Corp. Shares of Vistra Corp. are widely held and are publicly traded on the New York Stock Exchange (Ticker: VST). As a result, no single entity will own a majority of or exercise control over Vistra Corp. No individuals or entities beneficially own more than 15% of the common stock of Vistra Corp. The names and titles of each of the expected principal officers and directors of each of the companies in the ownership chain are provided in Exhibit G of this Application. After the closing of the Transaction, corporate governance matters including replacement of officers and directors will be conducted

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<sup>3</sup> Letter from M. Watford, NRC to K. Peters, Luminant Generation Company, “Comanche Peak Nuclear Power Plan, Unit Nos. 1 and 2 and Independent Spent Fuel Storage Installation – Order Approving Transfer of Licenses and Conforming Amendments (CAC Nos. MF7075 and MF7076)” Encl. 4, “Non-Proprietary Safety Evaluation” at 5–7 (May 6, 2016) (“2016 CPNPP SER”) (ML16096A266).

pursuant to the applicable law and VistraOps, CPPC, EHNC, and EHNG's organizational documents, which are expected to remain substantially unchanged.

Certain confidential commercial and financial information is included in Exhibits C, D, and E of this Application. VistraOps and EHNC request that these Exhibits be withheld from public disclosure pursuant to 10 CFR 2.390 and 10 CFR 9.17. Redacted versions of Exhibits C, D, and E are provided in the publicly available version of this Application. The redacted information is identified by brackets [ ]. An affidavit supporting the request for withholding the proprietary financial information from public disclosure is provided in Enclosure 3. Unredacted versions of Exhibits C, D, and E are provided in Enclosure 4 to the cover letter.

The Applicants request NRC consent to the proposed indirect license transfers and approval of associated conforming license amendments no later than October 1, 2023. Such consent and approval should be immediately effective upon issuance and should permit the transfers at any time within one year from the date of NRC approval. In addition to the NRC's consent, the Transaction is subject to the review by or approval of certain other governmental authorities, including the Department of Justice, the Federal Energy Regulatory Commission, and the Federal Communications Commission. The Applicants will inform the NRC if there any significant changes in the status of any required regulatory approvals, or if any other developments arise that impact the planned closing of the Transaction.

## **II. STATEMENT OF PURPOSE OF THE TRANSFER AND NATURE OF THE TRANSACTION MAKING THE TRANSFER NECESSARY OR DESIRABLE**

The proposed Transaction will create a more attractive, integrated retail electricity and zero-carbon generation company. With a safety-first culture, VistraOps will operate six nuclear units providing zero carbon dispatchable generation totaling more than 6,400 MW across ERCOT and PJM. The Transaction also allows VistraOps, CPPC, and EHNG to continue to safely and efficiently generate power.

At the conclusion of the Transaction, all of the nuclear plants will continue to be operated safely, consistent with the AEA, the NRC licenses, applicable requirements, and procedures. More specifically, there will be no physical changes to any of the reactors or day-to-day operations (other than those made in conformance with NRC requirements). VistraOps is technically qualified to operate the units and EHNC will continue to be technically qualified to provide staffing, technical services, and facility site management for the EH Facilities. The total number of operation, maintenance and onsite support personnel available to VistraOps to operate the six unit fleet is not expected to change as a result of the Transaction. Personnel are expected to continue to be employed by either Luminant Generation or EHNC in the same roles as they were before the Transaction, subject to the change of the licensed operator of the EH Facilities to VistraOps. In addition, there will be no changes to the methods to provide decommissioning financial assurance. Further, CPPC and EHNG will remain financially qualified to own their respective facilities. The Financial Support Agreement that is a condition to the EH Facilities licenses is expected to be reissued by VistraOps, an entity with approximately \$2.5 billion in available liquidity as of December 31, 2022, and an Issuer Default credit rating of BB (Fitch), and unsecured debt credit ratings of Ba2 (Moody's) and BB (S&P). The Financial Support

Agreement that is a condition to the CPNPP license will be unchanged and remain an obligation of VistraOps.

### **III. SUPPORTING INFORMATION**

#### **A. Background on the Facilities**

CPNPP is a two-unit facility located in Glen Rose, Texas (40 miles southwest of Fort Worth, Texas). The operating license for CPNPP Unit 1 was issued in 1990 and currently expires in 2030, and the operating license for CPNPP Unit 2 was issued in 1993 and currently expires in 2033. On October 3, 2022, VistraOps submitted an application to renew both licenses until 2052 and 2053, respectively.<sup>4</sup> On November 23, 2022, the NRC determined that the application contains sufficient information for the agency to formally docket the application and begin its safety and environmental reviews.<sup>5</sup> The CPNPP license renewal application remains under review by the NRC staff. Both units are Westinghouse four loop pressurized water reactors that are licensed to operate at 3,612 megawatts-thermal (MWt).

BVPS is a two-unit facility located in Shippingport, Pennsylvania (17 miles west of McCandless, Pennsylvania). The operating license for BVPS-1 was issued in 1976 and renewed in 2009, and the operating license for BVPS-2 was issued in 1987 and renewed in 2009. The units are licensed to operate under the renewed licenses until 2036 and 2047, respectively. Both units are Westinghouse three loop pressurized water reactors that are each licensed to operate at 2,900 MWt.

DBNPS is a single unit facility located in Oak Harbor, Ohio (21 miles east/southeast of Toledo, Ohio). The operating license was issued in 1977 and renewed in 2015. DBNPS is licensed to operate under the renewed license until 2037. The unit is a Babcock & Wilcox raised loop pressurized water reactor that is licensed to operate at 2,817 MWt.

PNPP is a single unit facility located in Perry, Ohio (approximately 35 miles northeast of Cleveland, Ohio). The operating license was issued in 1986. PNPP is currently licensed to operate until November 7, 2026. EHNC anticipates filing an application for renewal of PNPP's operating license in 2023. The unit is a General Electric boiling water reactor, type BWR/6, that is licensed to operate at 3,758 MWt.

#### **B. Description of the Transaction**

VistraOps and CPPC are both currently wholly-owned indirect subsidiaries of Vistra Corp. The current simplified organizational structure of Vistra Corp. is shown in Exhibit A. Vistra Corp. is publicly traded on the New York Stock Exchange (Ticker: VST). Vistra Corp. owns 100% of Vistra Intermediate Company LLC, which in turn owns 100% of VistraOps.

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<sup>4</sup> Letter from S. Sewell, Vistra OpCo, to NRC Document Control Desk, "Comanche Peak Nuclear Power Plant, Units 1 and 2 . . . License Renewal Application" (Oct. 3, 2022) (ML22276A082).

<sup>5</sup> Letter from Brian Smith, NRC, to Ken Peters, Vistra Operations Company LLC, "Comanche Peak Nuclear Power Plant, Units 1 and 2 – Determination of Acceptability and Sufficiency for Docketing, Proposed Review Schedule, and Opportunity for a Hearing Regarding the Vistra Operations Company LLC Application for License Renewal" (Nov. 23, 2022) (ML22297A007).

VistraOps is the sole owner of Vistra Asset Company LLC, which in turn is the sole owner of VPLLC. VPLLC is the sole owner of CPPC.

EHNG and EHNC are both wholly-owned subsidiaries of Energy Harbor Corp. Energy Harbor Corp.'s shares were initially issued to the creditors of Energy Harbor Corp. and its affiliates upon its emergence from bankruptcy protection in February 2020, and it is not publicly traded on a stock exchange. The current ownership structure is as described in the NRC consent for transfer of control at emergence from bankruptcy, *see* 2019 Order and Safety Evaluation Report ("SER"), as modified by EHNC's request for threshold determinations dated May 4, 2020<sup>6</sup> and January 25, 2023<sup>7</sup>, and described in the NRC's SER and letter responses dated July 1, 2020<sup>8</sup> and March 14, 2023<sup>9</sup>. A simplified organization structure showing the current organization structure of EHNG, EHNC, and their affiliates is provided in Exhibit A.

As discussed above, on March 6, 2023, VistraOps and Energy Harbor Corp. entered into an agreement whereby EHNC's and EHNG's parent, Energy Harbor Corp., will be acquired by VPLLC and VPLLC will become indirectly held by Vistra Vision, a newly formed subsidiary of VistraOps. VistraOps will indirectly control an 85% interest in Vistra Vision and certain former shareholders of Energy Harbor Corp. will collectively hold a substantially passive 15% interest in Vistra Vision.<sup>10</sup> Vistra Vision will be managed by a wholly-owned indirect subsidiary of VistraOps tentatively named Special Purpose Entity 2 LLC Managing Member LLC ("Managing Member LLC").

As a result of the Transaction, Energy Harbor Corp., EHNC, and EHNG will become wholly-owned indirect subsidiaries of VistraOps. For business and tax purposes, the Transaction also will create three new wholly-owned indirect subsidiaries of VistraOps, (*i.e.*, subsidiaries of Vistra Asset Company LLC illustrated in Exhibit B as "Special Purpose Entities," along with "Special Purpose Entity 2 LLC Managing Member LLC"), located in the organization structure between VistraOps and CPPC. Following the Transaction, Energy Harbor Corp. may be

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<sup>6</sup> Letter from D. Benyak, Energy Harbor Nuclear Corp., to NRC Document Control Desk, "Request for Threshold Determination" (May 4, 2020) (ML20125A346).

<sup>7</sup> Letter from D. Hamilton, Energy Harbor Nuclear Corp. to NRC Document Control Desk, "Request for Threshold Determination", (Jan. 25, 2023) (ML 23025A361).

<sup>8</sup> Letter from S. Wall, NRC, to D. Hamilton, Energy Harbor Nuclear Corp., "Energy Harbor Nuclear Corp. – Beaver Valley Power Station, Unit Nos. 1 and 2; Davis-Besse Nuclear Power Station, Unit No. 1; and Perry Nuclear Power Plant, Unit No. 1 – Request for Threshold Determination under 10 CFR 50.80 and 10 CFR 72.50 for the Interim Stage of the Proposed Stock Buy-Back Transaction (EPID L-2020-LRO-0024)" (July 1, 2020) (ML20164A230).

<sup>9</sup> Letter from V. Sreenivas, NRC, to D. Hamilton, Energy Harbor Nuclear Corp., "Beaver Valley Power Station, Unit Nos. 1 and 2, Davis-Besse Nuclear Power Station, Unit No. 1, and Perry Nuclear Power Plant, Unit No. 1 – Threshold Determination for a Voting Power Increase in Parent Company (EPID L-2023-LLL-0003) (Mar. 14, 2023) (ML23066A289).

<sup>10</sup> As part of the Transaction, entities controlled by Avenue Capital Group ("Avenue") and Nuveen Asset Management LLC ("Nuveen") (or its affiliates), and potentially certain other investors, each of whom are currently shareholders of Energy Harbor Corp., will receive, collectively, 15% of the equity interests in Vistra Vision. Under the terms of the Amended & Restated LLC Agreement governing Vistra Vision, the investors holding the 15% equity interests are restricted to only passive equity ownership, *i.e.*, economic rights only, and have no ability to exercise control over the NRC licensed activities of EHNC, EHNG, or CPPC. Neither owner is expected to hold more than a 10% interest. Vistra Vision also cannot exert control over the NRC licensed activities of VistraOps as VistraOps is an upstream owner.

converted into a Delaware limited liability company.<sup>11</sup> A simplified organizational chart showing the post-closing ownership structure is provided as Exhibit B.

### **C. General Corporate Information**

Upon the closing of the Transaction, VistraOps, CPPC, ENHG, and EHNC will all be controlled by Vistra Corp. The parent company relationships of the licensed corporate entity for each of CPNPP and the EH Facilities both before and after the Transaction and license transfers are reflected in Exhibits A and B, respectively. The information regarding each corporate entity required by 10 CFR 50.33(d)(3) is provided in Exhibit G.

#### **1. Vistra Corp., VistraOps, and CPPC**

As discussed above, VistraOps and CPPC are both wholly-owned indirect subsidiaries of Vistra Corp. All of the directors and managers of Vistra Corp., VistraOps, and CPPC are and are expected to continue to be U.S. citizens. All officers with the ability to control nuclear operations will continue to be U.S. citizens. The information regarding each corporate entity required by 10 CFR 50.33(d)(3) is provided in Exhibit G.

#### **2. EHNC and EHNG**

After the closing of the Transaction, Energy Harbor Corp. and EHNG will be indirect subsidiaries of Vistra Corp. EHNG will continue to own the EH Facilities. EHNC will continue to exist as a service company providing services for the operations of the EH Facilities. All officers with an ability to control nuclear operations will continue to be U.S. citizens. The information regarding each corporate entity required by 10 CFR 50.33(d)(3) is provided in Exhibit G.

### **D. No Foreign Ownership, Control or Domination**

Following consummation of the Transaction, shares of Vistra Corp. will continue to be widely held and publicly traded on the New York Stock Exchange (Ticker: VST). Vistra Corp. is organized under the law of Delaware. Section 13(d) of the Securities Exchange Act of 1934, as amended, 15 U.S.C. 78m(d), requires that a person or entity that owns or controls more than 5% of the securities of a company to file a notice with the Securities and Exchange Commission (SEC). Consistent with information provided to NRC during Luminant Generation's bankruptcy and accompanying license transfer proceeding, entities associated with Brookfield Asset Management, a Canadian company, continue to hold approximately 10% of Vistra Corp.'s common stock.<sup>12</sup> Based on SEC filings, Applicants are aware of one additional alien, foreign

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<sup>11</sup> Pursuant to Delaware law, if Energy Harbor Corp. converts to an LLC, the post-conversion LLC will continue to be the same legal entity as the pre-conversion corporation. *See also* n.2.

<sup>12</sup> During Luminant's bankruptcy reorganization, Brookfield held approximately 14.75% of the equity interests in Luminant's parent company. *See* Letter from K. Peters, Luminant Generation Company, to NRC Document Control Desk, "Comanche Peak Nuclear Power Plant . . . Additional Information Regarding Application for Order Approving Transfer of Licenses and Conforming License Amendments," Encl. 2, at 1 (Mar. 14, 2016) (ML16076A162). As of March 23, 2023, Brookfield managed entities held approximately 9.7% of Vistra Corp.'s common stock. *See* Vistra Corp., Schedule 14A, Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934, p.78 (Apr. 4, 2023).

corporation, or foreign government that holds or may hold more than 5% of the common stock of Vistra Corp. As of March 23, 2023, based on its reported ownership of shares as disclosed in its most recent Schedule 13G SEC report filed on February 25, 2022, Qatar Investment Authority held approximately 6.03% of the common stock of Vistra Corp. Qatar Investment Authority does not have any representation on the Vistra Corp. Board of Directors and its Schedule 13G filing represents that they did not acquire these Vistra Corp. shares for the purpose of or with the effect of changing or influencing the control of Vistra Corp.<sup>13</sup>

All of the directors and managers of Vistra Corp., VistraOps, and CPPC<sup>14</sup> are and are expected to continue to be U.S. Citizens. Pursuant to the CPNPP operating license, “all of the directors of [CPPC] and [VistraOps] who can vote on activities governed by the CPNPP license and all of the officers of [CPPC] and [VistraOps] with direct responsibility for activities governed by the CPNPP license shall (1) be U.S. citizens and not appointed by a foreign entity and (2) have exclusive authority to ensure and shall ensure that the business and activities of [VistraOps] and [CPPC] with respect to the CPNPP license is at all times conducted in a manner consistent with the public health and safety and common defense and security of the United States.” Accordingly, the small percentage of Vistra Corp.’s shares that are passively held by a foreign entity does not constitute foreign ownership, control or domination over the licenses which are the subject of this Application within the meaning of Section 103(d) of the Atomic Energy Act of 1954, as amended.

As discussed above, Avenue, Nuveen, and potentially certain other investors will receive a combined total of 15% of the equity in Vistra Vision in the form of Class B interests. Such equity interests will be in the form of Class B substantially passive interests that do not confer the right to appoint any board members to any Vistra Vision board of directors and will not have any rights to appoint managers or officers of Vistra Vision. Both Avenue and Nuveen are organized under United States law. These funds will be professionally managed by entities organized under U.S. law and the shares will be held directly or indirectly by investment funds. The investors in these funds have no authority or involvement in the investment decision-making process of the funds.

For all of the above reasons, there is no foreign ownership, control, or domination.

#### **E. Technical Qualifications**

The operating organization for CPNPP will not be affected by the Transaction.

The establishment of VistraOps as the licensed operator for the entire Vistra nuclear fleet will provide assurance that VistraOps corporate management<sup>15</sup> is involved with, informed of, and dedicated to the safe design, construction, testing and operation of each plant under its control, consistent with NUREG 0800, section 13.1.1. The technical qualifications of VistraOps to

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<sup>13</sup> See 17 CFR 240.13d-1(c)(1) (requirements for Schedule 13G filing); Schedule 13G, Qatar Investment Authority ([https://www.sec.gov/Archives/edgar/data/1692819/000114036122008105/brhc10034881\\_sc13g.htm](https://www.sec.gov/Archives/edgar/data/1692819/000114036122008105/brhc10034881_sc13g.htm)).

<sup>14</sup> The managers and officers of the VistraOps indirect subsidiaries created as a result of the Transaction are to be determined. The individuals are expected to be current officers of Vistra Corp. or VistraOps and will be U.S. citizens.

<sup>15</sup> In addition to VistraOps’ assumption of operating authority, Vistra Corp.’s Nuclear Oversight Advisory Board will continue to provide oversight to CPNPP and will expand its oversight to the Energy Harbor Fleet.



operate CPNPP will not be affected by the proposed indirect change of control. VistraOps will continue to contract with Luminant Generation to provide management and technical personnel to support the day-to-day operation of CPNPP.<sup>16</sup> Similarly, VistraOps will contract with EHNG to operate the EH Facilities under an Operating Agreement that is expected to be substantially identical to VistraOps Operating Agreement with CPPC. A tentative form of the VistraOps – EHNG Operating Agreement is included in Exhibit E.

VistraOps is technically qualified to operate the EH Facilities and will contract with EHNC to provide services including licensed operators, maintenance, site management and technical personnel, all of whom will report ultimately to the VistraOps CNO, to support the day-to-day operation of the EH Facilities. These personnel are expected to include the majority of personnel currently working in the EH Facilities. Additionally, similar to CPNPP, certain of the executives and the plant managers of the EH Facilities will also be officers of VistraOps. A tentative form of the Services Agreement pursuant to which EHNC will provide staff and services to VistraOps to support operation of the EH Facilities is included in Exhibit E. The operation of the EH Facilities will not be adversely affected by the proposed indirect transfer of control and should achieve efficiencies and a unified safety culture over time as a result of common management of the entire fleet, including CPNPP, by VistraOps. No physical changes are expected to CPNPP or the EH Facilities in connection with the contemplated Transaction.

CPNPP's and the EH Facilities' onsite plant organizations, including senior managers, will remain essentially unchanged by the Transaction (although normal changes to personnel that are expected over time may occur), and the onsite organization structure, including lines of authority and communication up to the plant managers and senior site leadership will not be affected by the Transaction.

#### **F. Financial Qualifications**

Consistent with NRC regulations in 10 CFR 50.33(f)(2) and the NRC's guidance in the Standard Review Plan on Power Reactor Licensee Financial Qualifications and Decommissioning Funding Assurance (NUREG-1577, Rev. 1) a non-electric utility applicant for an operating license (transferee) must demonstrate that it has reasonable assurance of obtaining the funds necessary to cover the plant's estimated operating costs. Upon the closing of the Transaction, CPPC will remain financially qualified to own CPNPP and EHNG will remain financially qualified to own the EH Facilities as demonstrated by the pro forma projected income statements attached as Exhibits C and D. These pro forma projected income statements are informed, in the case of the EHNG, on revenue from its current Power Supply Agreement and its proposed energy marketing arrangement with DMT and, in the case of CPPC, on sales of energy made by Luminant Energy Company LLC on its behalf in ERCOT. Further assurance is provided by the \$400 million financial support agreement provided by VistraOps to EHNG, which will transition from Energy Harbor Corp. to VistraOps upon the closing of the Transaction, and the existing \$300 million Financial Support Agreement provided by VistraOps

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<sup>16</sup> See Letter from T. McCool to NRC Document Control Desk, "Comanche Peak Nuclear Power Plant...Information Regarding NRC Order Approving Transfer of Licenses and Conforming License Amendments" (Sept. 16, 2016) (ML16263A292); Letter from M. Watford, NRC, to K. Peters, Luminant Generation Company "Comanche Peak Nuclear Power Plant, Unit Nos. 1 and 2 ... Issuance of conforming Amendments re: Transfer of Licenses" (Oct. 3, 2016) (ML16266A005).

to CPPC. Moreover, while VistraOps is not relying on recently enacted federal subsidies to demonstrate financial qualifications, the Clean Energy Production Tax Credit (“PTC”), enacted as section 13105 of the Inflation Reduction Act (P.L. 117-169), provides downside protection against fluctuations in electricity markets, as illustrated by certain scenarios provided in the enclosed sensitivity analyses.<sup>17</sup>

1. Financial Qualifications for Operations

a. CPNPP

CPPC and VistraOps currently are, and upon the closing of the Transaction will continue to be, financially qualified to own and operate CPNPP. VistraOps and CPPC are providing financial information in Exhibit C that includes five calendar year *pro forma* projected income statements from January 1, 2024 through December 2028 for CPPC. The information included in Exhibit C includes sensitivity analyses for the *pro forma* projected income statements demonstrating the impact of reduction in capacity factor or market prices.

CPPC, as the facility owner, currently has, and will continue to have, the rights to the output of CPNPP. CPPC will continue to market the output of CPNPP into ERCOT through its affiliate Luminant Energy Company LLC’s power marketing capability. The revenue from sales of output is expected to be sufficient to fund operation and maintenance cost for CPNPP. CPPC currently is, and will continue to be, responsible to VistraOps for all costs associated with operations, maintenance, and capital improvement of CPNPP.

b. EH Facilities

EHNG and VistraOps are, and upon closing of the Transaction will continue to be, financially qualified to own and operate the EH Facilities. VistraOps, on behalf of EHNG, is providing financial information in Exhibit D that includes five calendar year *pro forma* projected income statements from January 1, 2024 through December 2028 for EHNG. The information included in Exhibit D includes sensitivity analyses for the *pro forma* projected income statements demonstrating the impact of reduction in capacity factor or market prices.

In addition, VistraOps will recover its costs to operate the EH Facilities through an Operating Agreement with EHNG; which will be substantially identical to the Operating Agreement for CPNPP. A form of the Operating Agreement for the EH Facilities that will be executed at the closing of the Transaction is included in Exhibit E. EHNG will market the output of the EH Facilities through an energy services agreement with Vistra subsidiary DMT and is expected to recover sufficient revenue through that arrangement to cover the cost of safe operation and maintenance of the EH Facilities consistent with NRC regulatory requirements. The principal terms and conditions of the Energy Services Agreement between EHNG and DMT are summarized in Exhibit E.

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<sup>17</sup> The PTC provides a base credit equal to \$3 per MWh generated and sold to a third party by a qualifying nuclear power plant. The PTC phases out by the amount gross receipts from the facility exceed 16% of any positive difference between the “gross receipts” from the facility minus \$25 multiplied by total MWh generated and sold. The resulting PTC can be increased by 5x if the taxpayer pays at least the “prevailing rate” to laborers and mechanics for the “alteration or repair” of the facility.

The pro forma financial statements show that the projected revenues of the EH Facilities and EHNG from the sale of energy and capacity will fully cover EHNG's annual operating and other costs for each of the EH Facilities, including for PNPP through the expiration of the PNPP license on November 7, 2026.<sup>18</sup> This, in turn, will enable EHNG to fund VistraOps costs under the Operating Agreement.

These financial data demonstrate that EHNG possesses, or has reasonable assurance of obtaining, funds necessary to cover the estimated operating costs for all of the EH Facilities. These financial data also demonstrate that EHNC possesses, or has reasonable assurance of obtaining, funds necessary to comply with its responsibilities as the licensee for the operation of the EH Facilities.

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Exhibits C, D, and E contain proprietary financial and commercially sensitive confidential information. Applicants are providing redacted versions with this publicly available version of the Application. Unredacted versions of Exhibits C, D, and E are provided in a separate enclosure to this submittal.

## 2. Financial Support Agreements

VistraOps currently provides, and upon the closing of the Transaction will continue to provide, a financial support agreement in favor of CPPC. Pursuant to this financial support agreement, VistraOps provides a backup source of funding in the amount of \$300 million.

Energy Harbor Corp. currently provides a \$400 million support agreement for EHNG's benefit. Upon the closing of the Transaction, VistraOps will replace Energy Harbor Corp. as obligor on the Financial Support Agreement to ensure that EHNG will continue to be able to call upon funds pursuant to the support agreement. This provides further assurance that EHNG will have access to funds sufficient to pay its fixed operating and maintenance costs in the event of an unanticipated station outage. Pursuant to this support agreement, VistraOps will make up to \$400 million in funding available to EHNG to meet its obligation relating to the EH Facilities. An expected form of the Financial Support Agreement that will be executed at the closing of the Transaction is attached as Exhibit E.

VistraOps is expected to have over \$34 billion in total assets after the consummation of the Transaction and recently reported almost \$2.5 billion in available liquidity as of the December 31, 2022. Vistra's liquidity position has improved in 2023 and is more than sufficient to support the combined financial support agreements. VistraOps corporate unsecured debt is rated Ba2 by Moody's and BB by Standard and Poors and its Issuer Default credit rating from Fitch is BB. VistraOps will be fully capable of satisfying its financial support obligations to

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<sup>18</sup> This Application addresses financial qualification for PNPP operation through end of the current operating license and describes source of funds for Irradiated Fuel Management, pursuant to 10 CFR 50.54(bb) through the balance of the 5-year pro forma financial period. See Section III.F.3 below. While not required for purposes of demonstrating financial qualifications, Exhibit D also includes pro forma information for PNPP if the license is extended beyond its current term.

EHNG and CPPC if necessary. Exhibit C includes a pro forma balance sheet for VistraOps, as of the expected Transaction closing date.

### 3. PNPP Irradiated Fuel Management 2026-2027

As discussed above in Section III.A, PNPP is currently licensed to operate until November 7, 2026.<sup>19</sup> On November 1, 2021, EHNC submitted an Irradiated Fuel Management Plan (IFMP) in accordance with the requirements of 10 CFR 50.54(bb), demonstrating how it planned to manage and provide funding for the management of spent fuel at PNPP until title and possession of the fuel is transferred to the United States Department of Energy (DOE) for ultimate disposal.<sup>20</sup> The IFMP remains under review by NRC. The IFMP calculated that a total of approximately \$120 million was necessary to prepare and transfer all of the spent fuel from the PNPP spent fuel pool to the on-site ISFSI, which it expects to complete by 2030. To fund these expected activities if required, EHNG accordingly plans to make a cash deposit of \$120 million into a provisional trust by no later than the final shutdown date.<sup>21</sup>

As described in the IFMP, EHNG also expects to recover its costs for spent fuel management by making claims for damages resulting from DOE's breach of the Standard Contract for Disposal of Spent Nuclear Fuel and/or High-Level Radioactive Waste for PNPP. EHNG plans to retain approximately \$26.4 million in a segregated account to fund operations and maintenance ("O&M") activities for the ISFSI after the last of the fuel is loaded to the ISFSI until all of the spent fuel is removed by DOE. EHNG's IFMP assumes that the last of the fuel will be removed from the ISFSI by 2066. EHNG expects that it will be able to obtain a settlement agreement to recover these O&M costs annually by no later than January 1, 2031. There is no change to the IFMP for PNPP as part of the proposed Transaction.

### 4. Regulatory Safety Analysis for Administrative Amendments to Licenses

Applicants request that the NRC amend the Facility Operating Licenses for each of the EH Facilities to remove EHNC as the licensed operator and insert VistraOps as the licensed operator and remove license conditions imposed in 2005 (and earlier) that were superseded in the 2019 Order and SER;<sup>22</sup> and to change the entity responsible for providing the support agreement to VistraOps. The changes for the EH Facilities licenses are shown in Exhibit H, with clean pages provided as Exhibit I. Consistent with the generic determination in 10 CFR 2.1315(a), the proposed conforming license amendments to update the party responsible for the

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<sup>19</sup> EHNG and EHNC plan to submit an application for renewal of the PNPP license for an additional 20 years of operation in the third quarter of 2023.

<sup>20</sup> Letter from R. Penfield, Energy Harbor Nuclear Corp., to NRC Document Control Desk, "Irradiated Fuel Management Plan" (Nov. 1, 2021) (ML23095A344).

<sup>21</sup> EHNG intends to fund the provisional trust no later than the plant shutdown date only if the PNPP shuts down because of license expiration. As noted above, EHNC anticipates filing a sufficient application for renewal of PNPP's operating license in 2023.

<sup>22</sup> Letter from B. Vaidya, NRC to D. Hamilton, FirstEnergy Nuclear Operating Co., "Beaver Valley Unit Nos. 1 and 2; Davis-Besse Nuclear Power Station, Unit No. 1; and Perry Nuclear Power Plant Unit No. 1 – Order Approving Transfer of Licenses and Draft Conforming Amendments (EPID L-2019-LLM-0000)" (Dec. 2, 2019) (ML19326A759).

support agreement involves no significant hazards consideration because it does no more than conform the license to reflect the transfer actions.

The technical qualifications of VistraOps to replace EHNC as the licensed operator for the EH Facilities is addressed in Section III.E of this Application. The licensed operators, management and technical support personnel for the EH Facilities will remain substantially the same as before closing of the Transaction, although certain of the executives and the plant managers of each of the facilities will be officers of VistraOps and ultimately report to the CNO of VistraOps, who will have ultimate responsibility for the safe operation of the EH Facilities.

The proposed license amendments to remove the license conditions do not involve any change in the design or licensing basis, plant configuration, the status of any of the EH Facilities, or the requirements of the Facility Operating Licenses for operation of any of the EH Facilities.

Therefore, the proposed approval does not: (1) involve an increase in the probability or consequences of an accident previously analyzed; (2) create the possibility of a new or different accident from the accidents previously evaluated; or (3) involve a significant reduction in a margin of safety.

#### **G. Decommissioning Funding**

Decommissioning funding assurance required under 10 CFR 50.75 and 10 CFR 72.30 will be unaltered by the Transaction.

##### **1. CPPC**

CPPC, which qualifies as an “electric utility” under 10 CFR 50.75(e)(1)(i) for purposes of decommissioning funding, will continue to provide financial assurance through use of an external sinking fund with access to non-bypassable charges to retail electric customers.<sup>23</sup> CPPC will continue to maintain decommissioning trust funds that have been established to provide funding for decontamination and decommissioning for CPNPP and its ISFSI. In addition, CPPC will continue to receive contributions to those trust funds pursuant to a non-bypassable charge (within the meaning of 10 CFR 50.75(e)(1)(ii)(B)).<sup>24</sup> The existing decommissioning funding arrangements were specifically approved by the Public Utilities Commission of Texas (“PUCT”). The arrangements will assure that CPPC will have the total amount of funds estimated to be needed for decommissioning pursuant to 10 CFR 50.75 and 10 CFR 72.30.

##### **2. EHNG**

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<sup>23</sup> Letter from M. Watford, NRC, to K. Peters, Luminant Generation Company LLC, “Comanche Peak Nuclear Power Plant, Unit Nos. 1 and 2 and Independent Spent Fuel Storage Installation - Order Approving Transfer of Licenses and Conforming Amendments (CAC Nos. MF7075 and MF7076),” Encl. 4 (Safety Evaluation Report (non-proprietary)) at 9 (May 6, 2016) (ML16096A266) (“2016 CPNPP SER”). *See also* Texas Utilities Code § 39.205.

<sup>24</sup> CPNPP’s most recent 10 CFR 50.75(f) and 72.30(c) reactor and ISFSI decommissioning funding reports were filed together on March 30, 2023. *See* Letter from J. Lloyd, Luminant Generation Company, “Comanche Peak Nuclear Power Plant (CPNPP) ... Decommissioning Report” (March 30, 2023) (ML23089A250).

Similarly, EHNG currently provides decommissioning funding assurance for its Facilities using the prepayment method set forth in 10 CFR 50.75(e)(1)(i) and, for BPVS-1 only, has procured a surety bond to provide additional decommissioning funding assurance. EHNG has established nuclear decommissioning trusts to provide funding for decontamination and decommissioning, which are segregated from its assets and outside its administrative control. Pursuant to 10 CFR 50.75(e)(1)(i), a licensee, such as EHNG, that has submitted a site-specific decommissioning cost estimate (“DCE”) is permitted to assume a 2 percent annual real rate of return on the funds deposited in the account over the period of decommissioning to demonstrate that it has sufficient financial assurances. Alternatively, 10 CFR 50.75(e)(1)(i) also authorizes a licensee, such as EHNG, to demonstrate it has sufficient funds available for decommissioning by providing funds that meet or exceed the NRC minimum formula amount listed in 10 CFR 50.75(c). EHNG is relying on site-specific DCEs for BVPS 1 and PNPP to demonstrate decommissioning financial assurance, and on the NRC minimum formula amount for BVPS 2 and DBNPS.

The amount of nuclear decommissioning trust (“NDT”) funds available as of December 31, 2022 are set forth in EHNG’s most recent 10 CFR 50.75(f)(1) report filed on March 31, 2023.<sup>25</sup> As reflected in that report, for PNPP, the amount in the NDT exceeds the estimated costs to complete decommissioning in the site-specific DCE, and therefore EHNG has demonstrated it possesses adequate decommissioning funding assurance these units. For DBNPS and BVPS-2, the amount in the NDT is more the minimum formula amount in 50.75(c). For BVPS-1, the amount in the NDT is less than the site-specific DCE. EHNG has a surety bond in place worth \$61 million to cover the shortfall between the amount of funds within the BVPS-1 decommissioning trust and the amount estimated as necessary in the site-specific DCE. Providing decommissioning funding assurance through the use of a surety bond is specifically contemplated by 10 CFR 50.75(e)(1)(iii).

### 3. Independent Spent Fuel Storage Installations at EH Facilities

Pursuant to 10 CFR 72.30(b)(3), Applicants must describe the financial assurance for decommissioning of the ISFSI.

For the CPNPP ISFSI, CPPC has previously demonstrated to the NRC that it has included adequate funds for decommissioning and decontamination of the ISFSI in its NDTs for CPNPP.<sup>26</sup> Consistent with this determination, given the combined amounts of estimated costs to decommission CPNPP and the ISFSI facility, there is reasonable assurance that the NDTs maintained by CPPC will be sufficient at license expiration to decommission the ISFSI.

For the ISFSIs at the EH Facilities, EHNG uses the prepayment method of assuring funds for ISFSI decommissioning. In 2016, EHNG established a Provisional Trust to provide funding to decommission the EHNG ISFSIs. On December 14, 2021, EHNC, on behalf of EHNG, provided the Triennial ISFSI Decommissioning Funding update for the ISFSIs located at each of

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<sup>25</sup> Letter from D. Benyak, Energy Harbor Nuclear Corp. to NRC Document Control Desk, “Submittal of the Decommissioning Funding Status Reports for Beaver Valley Power Station, Unit Nos. 1 and 2, Davis-Besse Nuclear Power Station, and Perry Nuclear Power Plant,” (Mar. 31, 2023) (ML23090A233).

<sup>26</sup> 2016 CPNPP SER at 9 (ML16096A266); Letter from J. Lloyd, Luminant Generation Company, “Comanche Peak Nuclear Power Plant (CPNPP) ... Decommissioning Report,” Att. 2 (Mar. 30, 2023) (ML23089A250).

the Facilities as required by 10 CFR 72.30(c).<sup>27</sup> In its December 2021 filing, EHNG demonstrated that the amounts in the Provisional ISFSI Decommissioning Trust exceeded the site-specific decommissioning cost estimates for the ISFSIs, and therefore EHNG has provided sufficient funds to fully decommission the Facility ISFSIs, assuming as SAFSTOR scenario, in compliance with NRC regulations.

#### **H. No Antitrust Considerations**

In accordance with the Commission's decision in *Kansas Gas and Electric Company* (Wolf Creek Generating Station, Unit 1), CLI-99-19, 49 NRC 441 (1999), antitrust reviews of license transfer applications after initial licensing are not required by the AEA. The Transaction is under review by the United States Department of Justice under the Hart Scott Rodino Act.

#### **I. Nuclear Insurance**

The proposed Transaction will not affect the existing Price-Anderson indemnity agreement for CPNPP or the EH Facilities, and do not affect the required nuclear property damage insurance pursuant to 10 CFR 50.54(w) and nuclear energy liability insurance pursuant to Section 170 of the Act and 10 CFR Part 140.

#### **J. Standard Contract for Disposal of Spent Nuclear Fuel**

The proposed Transaction does not affect the existing standard contracts for disposal of high-level waste between (1) CPPC and the U.S. Department of Energy for CPNPP or (2) EHNG and the U.S. Department of Energy for the EH Facilities.

#### **K. Agreement to Limit Access to Restricted Data**

This Application does not involve any Restricted Data or other classified defense information. Furthermore, it is not expected that any such information will be raised or required by the licensed activities for CPNPP or the EH Facilities. In the event that licensed activities do involve Restricted Data in the future, VistraOps and EHNC continue to agree that each will appropriately safeguard such information. Restricted or classified defense information will not be provided to any individual until the Office of Personnel Management investigates and reports to the NRC on the character, associations, and loyalty of such individual, and the NRC determines that permitting such person to have access to Restricted Data will not endanger the common defense and security of the United States.

#### **L. Environmental Review**

The proposed Transaction will not result in any change in the types, or any increase in the amounts, of any effluents that may be released off-site, and will not cause any increase in individual or cumulative occupational radiation exposure. Further, the NRC has determined in

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<sup>27</sup> Letter from D. M. Benyak to NRC Document Control Desk, "Triennial ISFSI Decommissioning Funding Plans" (Dec. 14, 2021) (ML21349A710).

10 CFR 51.22(c)(21) that license transfers are categorically exempt from further environmental review. Accordingly, the Transaction will involve no significant environmental impact.

**M. Independent Spent Fuel Storage Installation**

The Transaction does not affect the ISFSIs general license issued for the storage of spent fuel at any of the facilities pursuant to Subpart K of 10 CFR 50.72.

**IV. EFFECTIVE DATE AND REGULATORY APPROVALS**

Applicants request that the NRC review this Application on a schedule that will permit issuance of an order consenting to the requested license transfers and approving conforming license amendments to the EH Facilities licenses, as promptly as possible, and in any event on or before October 1, 2023. Such consent should be immediately effective upon issuance and should permit the transfer to occur any time within one year after the approval is issued.

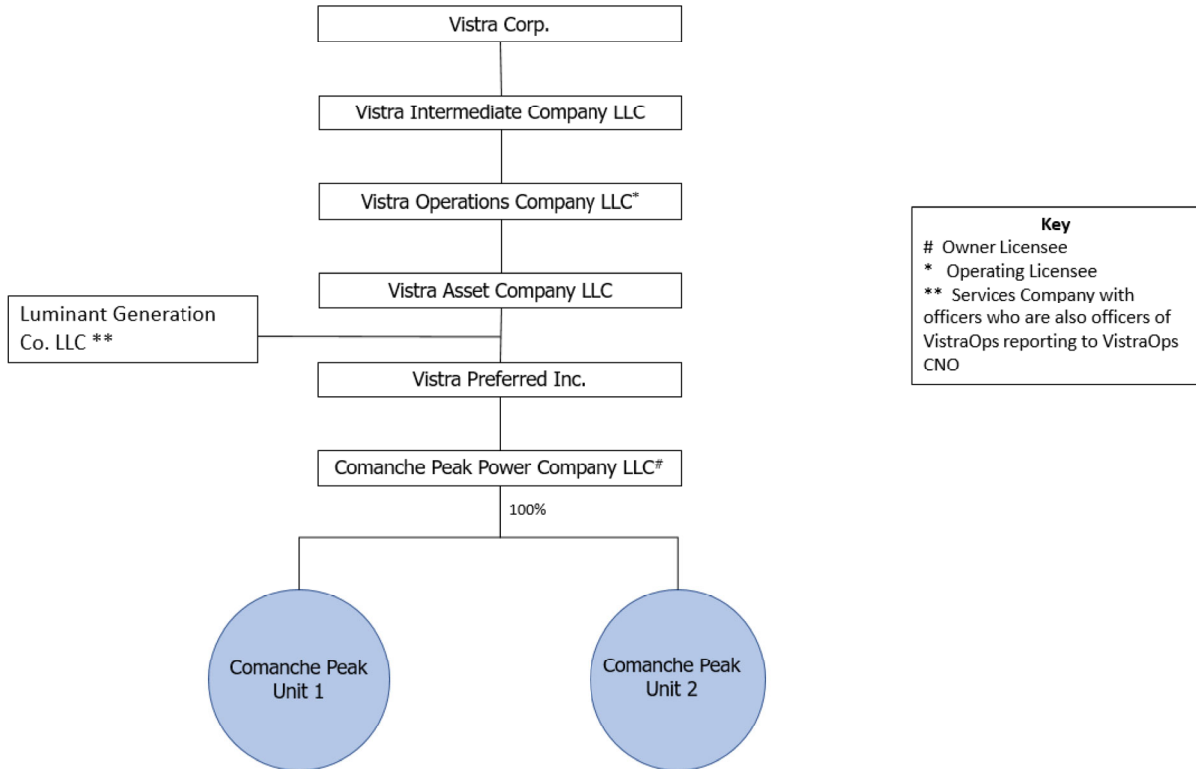
**V. CONCLUSION**

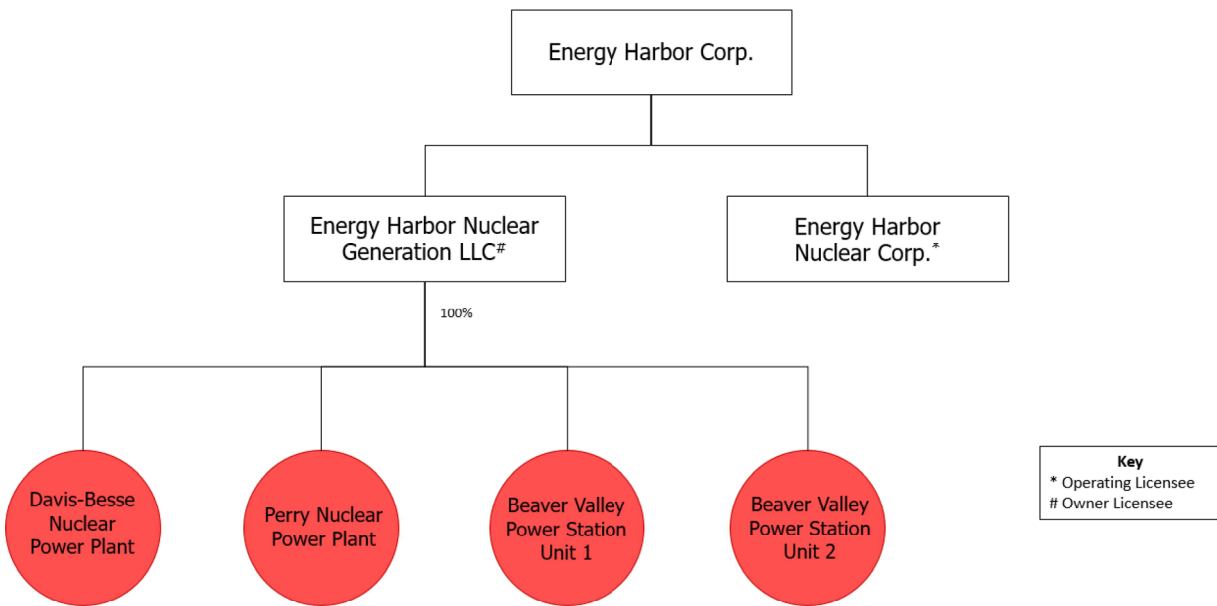
For the reasons stated above, Applicants respectfully submit that the proposed indirect transfer of the ownership and operation interests in CPNPP and the EH Facilities is consistent with the requirements set forth in the AEA, NRC regulations, the Licenses, and the relevant NRC orders. Applicants therefore respectfully requests that, in accordance with Section 184 of the AEA, 10 CFR 50.80, and 10 CFR 72.50, the NRC consent to the indirect transfers.



**Exhibit A**

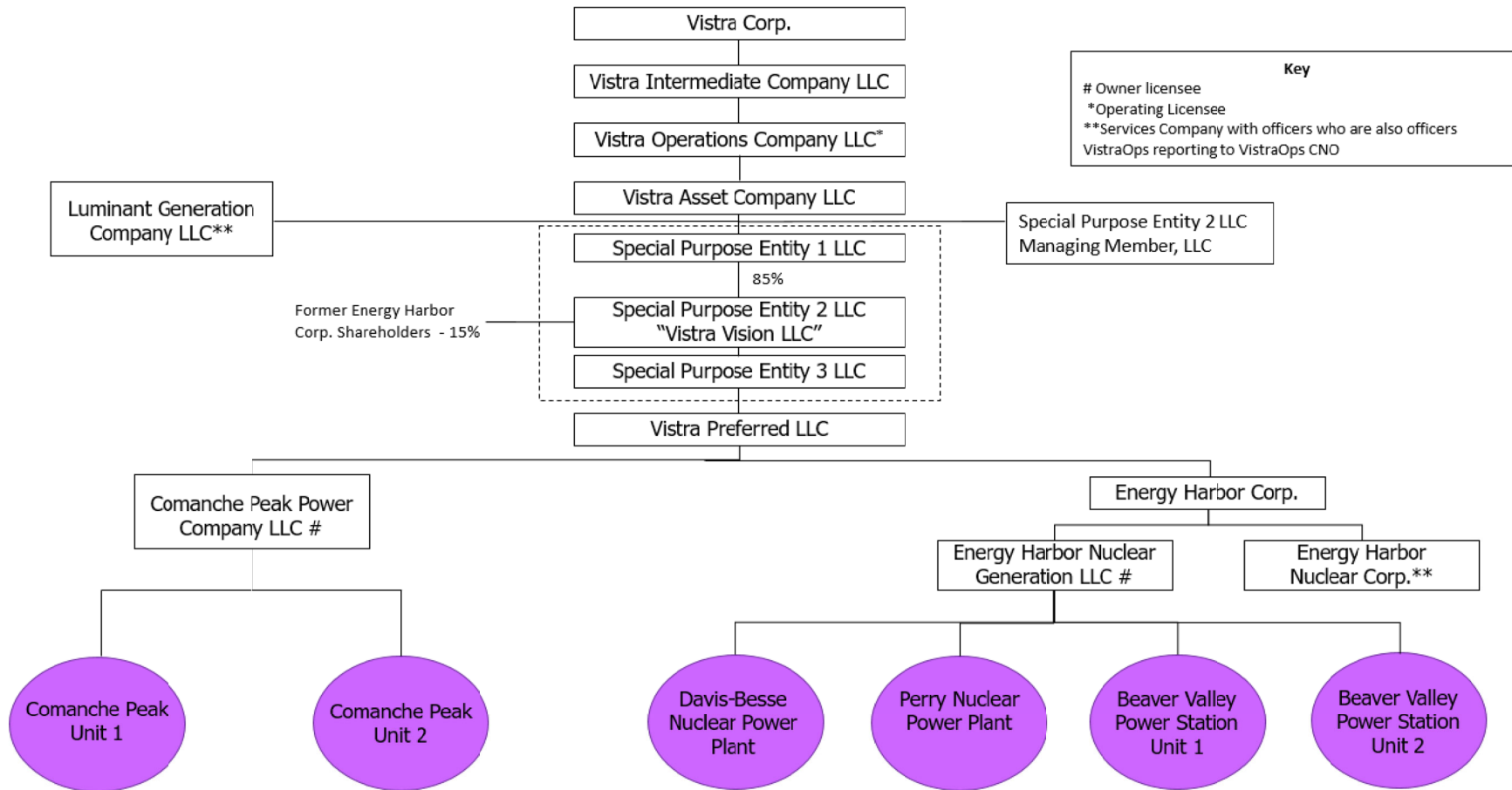
**Simplified Corporate Ownership Structure - Current**





### Exhibit B

### Simplified Corporate Ownership Structure - Intended



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Enclosure 1  
Exhibit C  
Page 1 of 9

**Exhibit C**

**Vistra Operations Company LLC and Comanche Peak Power Company LLC Financial Pro Formas (Redacted)**

**VistraOps Unaudited Pro Forma Combined Consolidated Balance Sheet**

	Projected as of October 1, 2023				
(millions)	Vistra Operations	Energy Harbor, As Adjusted	Transaction Adjustments	Financing Adjustments	Pro Forma Combined
<b>ASSETS</b>		<b>Note 1</b>	<b>Note 1</b>	<b>Note 2</b>	
Total current assets					
Investments					
Property, plant and equipment — net					
Goodwill					
Other noncurrent assets					
Total assets					
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>					
Total current liabilities					
Long-term debt, less amounts due currently					
Asset retirement obligations					
Other noncurrent liabilities and deferred credits					
Total liabilities					
Total equity:					
Total liabilities and equity					

Note 1- Reflects Energy Harbor's GAAP balance sheet as of 12.31.22 and transaction adjustments reflect estimated purchase price accounting adjustments assumed to occur as part of Transaction closing.

Note 2- Reflects estimated impacts of financings VistraOps plans to execute to consummate the transaction.

**Pro Forma Income and Cash Flow Statements**

[

]

**CPNPP – Base Case**  
**Unaudited, Non-GAAP, Projected Financial Data**

			2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[						
2	ATC Power Price (Monthly)	\$ / MWh							
3	Capacity Price	\$ / MW-day							
4	Fuel Costs	\$ / MWh							
5	Opex	\$ / MWh							
6	Capex	\$ / MWh							
7									
8									
9	Energy Revenues	\$m							
10	Hedges	\$m							
11	Ancillary Revenues	\$m							
12	Capacity Revenues	\$m							
<b>13</b>	<b>Gross Margin</b>	<b>\$m</b>							
14	Operating Costs	\$m							
<b>15</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>							
16	Fleet Support	\$m							
<b>17</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>							
18	Depreciation & Amortization	\$m							
<b>19</b>	<b>EBIT</b>	<b>\$m</b>							
20	Interest Expense	\$m							
<b>21</b>	<b>EBT</b>	<b>\$m</b>							
22	Estimated Taxes	\$m							
<b>23</b>	<b>Net Income</b>	<b>\$m</b>							

25	Taxes	\$m	
26	Fuel Costs	\$m	
27	Capex	\$m	
28	Fleet Support Capex		
<b>29</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a [ ]
- b Assume January 31, 2023 price curves for this analysis.
- c Book depreciation and amortization is also used to calculate taxes. Taxes could be lower when using different depreciation and amortization for tax.
- d Taxes are an estimate and only for illustrative purposes. Comanche Peak is not a taxpayer. FCF is conservative because it includes taxes.
- e [ ]
- F For purposes of pro forma forecasts, costs and revenues are allocated on 50/50 basis between units.
- g Base annual generation volumes are based on expected capacity factors and account for normal refueling outage schedule.



**CPNPP – Sensitivity: 10% Generation Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

			2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[						
2	ATC Power Price (Monthly)	\$ / MWh							
3	Capacity Price	\$ / MW-day							
4	Fuel Costs	\$ / MWh							
5	Opex	\$ / MWh							
6	Capex	\$ / MWh							
7									
8									
9	Energy Revenues	\$m							
10	Hedges	\$m							
11	Ancillary Revenues	\$m							
12	Capacity Revenues	\$m							
<b>13</b>	<b>Gross Margin</b>	<b>\$m</b>							
14	Operating Costs	\$m							
<b>15</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>							
16	Fleet Support	\$m							
<b>17</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>							
18	Depreciation & Amortization	\$m							
<b>19</b>	<b>EBIT</b>	<b>\$m</b>							
20	Interest Expense	\$m							
<b>21</b>	<b>EBT</b>	<b>\$m</b>							
22	Estimated Taxes	\$m							
<b>23</b>	<b>Net Income</b>	<b>\$m</b>							

24	Taxes	\$m	
25	Fuel Costs	\$m	
26	Capex	\$m	
27	Fleet Support Capex		
<b>28</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a Base annual generation volumes are based on expected capacity factors and account for normal refueling outage schedule – reduced by 10% for purposes of this sensitivity study.
- b Operating costs are conservatively assumed to remain constant (i.e., assuming normal operational costs despite reduced output).
- c [ ]

See additional notes on CPNPP base case.

**CPNPP – Sensitivity: 10% Power Price Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Hedges	\$m						
11	Ancillary Revenues	\$m						
12	Capacity Revenues	\$m						
<b>13</b>	<b>Gross Margin</b>	<b>\$m</b>						
14	Operating Costs	\$m						
<b>15</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
16	Fleet Support	\$m						
<b>17</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
18	Depreciation & Amortization	\$m						
<b>19</b>	<b>EBIT</b>	<b>\$m</b>						
20	Interest Expense	\$m						
<b>21</b>	<b>EBT</b>	<b>\$m</b>						
22	Estimated Taxes	\$m						
<b>23</b>	<b>Net Income</b>	<b>\$m</b>						

24	Taxes	\$m	
25	Fuel Costs	\$m	
26	Capex	\$m	
27	Fleet Support Capex		
<b>28</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a [ ]
- b [ ]

]

See additional notes on CPNPP base case.

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Enclosure 1  
Exhibit D  
Page 1 of 28

**Exhibit D**

**Energy Harbor Nuclear Generation LLC Financial Pro Formas (Redacted)**

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Enclosure 1  
Exhibit D  
Page 2 of 28

### **Base Cases**

**BVPS – Base Case**  
**Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
12	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
14	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Other	\$m						
16	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
18	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
20	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
22	<b>Net Income</b>	<b>\$m</b>						

23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
26	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a [ ]
- b Depreciation and amortization on row 17 consistent with tax depreciation. Actual book depreciation may be lower.
- c Estimated taxes are conservatively based on [ ]. Taxes are an estimate and for illustrative purposes. Plant(s) are not a taxpayer. Individual EH plant FCF is therefore conservative because it includes taxes. FCF should be higher by the associated estimated tax payments in row 23.
- d Assume January 31, 2023 price curves for this analysis.
- e [ ]
- f Forecast excludes expected synergies on the nuclear facilities.
- g For purposes of pro forma forecasts, costs and revenues are allocated on 50/50 basis between units.
- h Base annual generation volumes are based on expected capacity factors and account for normal refueling outage schedule.



**PNPP – Base Case**  
**Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
<b>12</b>	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
<b>14</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Synergies	\$m						
<b>16</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
<b>18</b>	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
<b>20</b>	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
<b>22</b>	<b>Net Income</b>	<b>\$m</b>						

23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
<b>26</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a [ ]
- b Depreciation and amortization on row 17 consistent with tax depreciation. Actual book depreciation may be lower.
- c Estimated taxes are conservatively based on [ ]. Taxes are an estimate and for illustrative purposes. Plant(s) are not a taxpayer. Individual EH plant FCF is therefore conservative because it includes taxes. FCF should be higher by the associated estimated tax payments in row 23.
- d Assume January 31, 2023 price curves for this analysis.
- e [ ]
- f Forecast excludes synergies associated with the plant(s) acquisition.
- g Base annual generation volumes are based on expected capacity factors and account for normal refueling outage schedule.
- h 2027 and 2028 income and cash flows for PNPP shown to illustrate the effect of license extension past the current expiration date.

**DBNPS – Base Case**  
**Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
<b>12</b>	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
<b>14</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Synergies	\$m						
<b>16</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
<b>18</b>	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
<b>20</b>	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
<b>22</b>	<b>Net Income</b>	<b>\$m</b>						

23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
26	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a [ ]
- b Depreciation and amortization on row 17 consistent with tax depreciation. Actual book depreciation may be lower.
- c Estimated taxes are conservatively based on [ ]. Taxes are an estimate and for illustrative purposes. Plant(s) are not a taxpayer. Individual EH plant FCF is therefore conservative because it includes taxes. FCF should be higher by the associated estimated tax payments in row 23.
- d Assume January 31, 2023 price curves for this analysis.
- e [ ]
- f Forecast excludes synergies associated with the plant(s) acquisition.
- g Base annual generation volumes are based on expected capacity factors and account for normal refueling outage schedule.

**EH Facilities Consolidated – Base Case  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Hedges	\$m						
11	Ancillary Revenues	\$m						
12	Capacity Revenues	\$m						
<b>13</b>	<b>Gross Margin</b>	<b>\$m</b>						
14	Operating Costs	\$m						
<b>16</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Fleet Support	\$m						
<b>17</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
16	Depreciation & Amortization	\$m						
<b>18</b>	<b>EBIT</b>	<b>\$m</b>						
17	Interest Expense	\$m						
<b>19</b>	<b>EBT</b>	<b>\$m</b>						
18	Estimated Taxes	\$m						
<b>20</b>	<b>Net Income</b>	<b>\$m</b>						

21	Taxes	\$m	
22	Fuel Costs	\$m	
23	Capex	\$m	
24	Fleet Support Capex	\$m	
<b>25</b>	<b>FCF</b>	<b>\$m</b>	<b>]</b>

notes

- a Consolidated Income Statement includes slightly higher D&A based on legacy tax depreciation (not included in plant P&L).
- b [ ]
- c Depreciation and amortization on row 17 consistent with tax depreciation. Actual book depreciation may be lower.
- d Estimated taxes are conservatively based on [ ]. Taxes are an estimate and for illustrative purposes. Plant(s) are not a taxpayer. FCF should therefore be higher by the associated estimated tax payments in row 21.
- e Assume January 31, 2023 price curves for this analysis.
- f [ ]
- g There are no synergies included in the EH asset consolidated forecast.

**Sensitivity Analyses – 10% Generation Reduction**

**BVPS – Sensitivity: 10% Generation Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
12	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
14	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Other							
16	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
18	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
20	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
22	<b>Net Income</b>	<b>\$m</b>						



23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
<b>26</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a [ ]
- b Base annual generation volumes are based on expected capacity factors and account for normal refueling outage schedule – reduced by 10% for purposes of this sensitivity study.
- c Operating costs are conservatively assumed to remain constant (i.e., assuming normal operational costs despite reduced output).

See additional notes on BVPS base case.

**PNPP – Sensitivity: 10% Generation Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
12	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
14	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Other	\$m						
16	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
18	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
20	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
22	<b>Net Income</b>	<b>\$m</b>						

23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
26	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a [ ]
- b Base annual generation volumes are based on expected capacity factors and account for normal refueling outage schedule – reduced by 10% for purposes of this sensitivity study.
- c Operating costs are conservatively assumed to remain constant (i.e., assuming normal operational costs despite reduced output).

See additional notes on PNPP base case.

**DBNPS – Sensitivity: 10% Generation Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
<b>12</b>	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
<b>14</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Other	\$m						
<b>16</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
<b>18</b>	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
<b>20</b>	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
<b>22</b>	<b>Net Income</b>	<b>\$m</b>						

23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
<b>26</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

- a [ ]
- b Base annual generation volumes are based on expected capacity factors and account for normal refueling outage schedule – reduced by 10% for purposes of this sensitivity study.
- c Operating costs are conservatively assumed to remain constant (i.e., assuming normal operational costs despite reduced output).

See additional notes on DBNPS base case.

**EH Facilities Consolidated – Sensitivity: 10% Generation Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Hedges	\$m						
11	Ancillary Revenues	\$m						
12	Capacity Revenues <sup>1</sup>	\$m						
<b>13</b>	<b>Gross Margin</b>	<b>\$m</b>						
14	Operating Costs	\$m						
<b>16</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Fleet Support	\$m						
<b>17</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
16	Depreciation & Amortization	\$m						
<b>18</b>	<b>EBIT</b>	<b>\$m</b>						
17	Interest Expense	\$m						
<b>19</b>	<b>EBT</b>	<b>\$m</b>						
18	Estimated Taxes	\$m						
<b>20</b>	<b>Net Income</b>	<b>\$m</b>						

18	Taxes	\$m	
19	Fuel Costs	\$m	
20	Capex	\$m	
21	Fleet Support Capex	\$m	
<b>22</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

notes

- a [ ]
- b Operating costs are conservatively assumed to remain constant (i.e., assuming normal operational costs despite reduced output).

See additional notes on Consolidated EH Facilities base case scenario.

**Sensitivity Analyses – 10% Power Price Reduction**



**BVPS – Sensitivity: 10% Power Price Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
12	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
14	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Other							
16	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
18	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
20	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
22	<b>Net Income</b>	<b>\$m</b>						

23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
<b>26</b>	<b>FCF</b>	<b>\$m</b>	

Tax Rate ]

Notes

a [ ]

See additional notes on BVPS base case.

**PNPP – Sensitivity: 10% Power Price Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
12	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
14	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Other	\$m						
16	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
18	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
20	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
22	<b>Net Income</b>	<b>\$m</b>						

23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
<b>26</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

a [ ]

See additional notes on PNPP base case.

**DBNPS – Sensitivity: 10% Power Price Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Ancillary Revenues	\$m						
11	Capacity Revenues	\$m						
12	<b>Gross Margin</b>	<b>\$m</b>						
13	Operating Costs	\$m						
14	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Other	\$m						
16	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
17	Depreciation & Amortization	\$m						
18	<b>EBIT</b>	<b>\$m</b>						
19	Interest Expense	\$m						
20	<b>EBT</b>	<b>\$m</b>						
21	Estimated Taxes	\$m						
22	<b>Net Income</b>	<b>\$m</b>						

23	Taxes	\$m	
24	Fuel Costs	\$m	
25	Capex	\$m	
<b>26</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

Notes

a [ ]

See additional notes on DBNPS base case.

**EH Facilities Consolidated – Sensitivity: 10% Power Price Reduction  
Unaudited, Non-GAAP, Projected Financial Data**

		2023	2024	2025	2026	2027	2028	Total
1	Generation Volumes	TWh	[					
2	ATC Power Price (Monthly)	\$ / MWh						
3	Capacity Price	\$ / MW-day						
4	Fuel Costs	\$ / MWh						
5	Opex	\$ / MWh						
6	Capex	\$ / MWh						
7								
8								
9	Energy Revenues	\$m						
10	Hedges	\$m						
11	Ancillary Revenues	\$m						
12	Capacity Revenues	\$m						
<b>13</b>	<b>Gross Margin</b>	<b>\$m</b>						
14	Operating Costs	\$m						
<b>16</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
15	Fleet Support	\$m						
<b>17</b>	<b>Nuclear Plant EBITDA</b>	<b>\$m</b>						
16	Depreciation & Amortization	\$m						
<b>18</b>	<b>EBIT</b>	<b>\$m</b>						
17	Interest Expense	\$m						
<b>19</b>	<b>EBT</b>	<b>\$m</b>						
18	Estimated Taxes	\$m						
<b>20</b>	<b>Net Income</b>	<b>\$m</b>						

21	Taxes	\$m	
22	Fuel Costs	\$m	
23	Capex	\$m	
24	Fleet Support Capex	\$m	
<b>25</b>	<b>FCF</b>	<b>\$m</b>	
	Tax Rate		]

notes

a [

]

See additional notes on Consolidated EH Facilities base case.



TXX-23019  
L-23-095

Enclosure 1  
Exhibit E

**Exhibit E**

**Intracompany Agreements for the Operation of the Energy Harbor Facilities (Redacted)**

TXX-23019  
L-23-095

Enclosure 1  
Exhibit E

**FORM OF OPERATING AGREEMENT**

**OPERATING AGREEMENT**

**BETWEEN**

**VISTRA OPERATIONS COMPANY LLC**

**AND**

**ENERGY HARBOR NUCLEAR GENERATION LLC**

[Date], 2023

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**OPERATING AGREEMENT**

**BETWEEN**

**VISTRA OPERATIONS COMPANY LLC  
AND  
ENERGY HARBOR NUCLEAR GENERATION LLC**

THIS OPERATING AGREEMENT (the “Agreement”) is entered into this [ ] day of [ ], 2023 between VISTRA OPERATIONS COMPANY LLC, a Delaware limited liability company (“Operator”), and ENERGY HARBOR NUCLEAR GENERATION LLC (“Owner”), a Delaware limited liability company, each a “Party” and together, “Parties” to this Agreement.

**RECITALS:**

a. Owner owns (i) Beaver Valley Power Station, Units 1 and 2 (“BVPS”) and its associated Independent Spent Fuel Storage Installation (“ISFSI”), Docket Nos. 50-334, 50-412, and 72-1043, pressurized water nuclear reactors and associated equipment located in Shippingport, Pennsylvania, which are licensed by the U.S. Nuclear Regulatory Commission (“NRC”) pursuant to NRC Operating License Nos. DPR-66 and NPF-73; (ii) Davis-Besse Nuclear Power Station, Unit 1 (“DBNPS”) and its associated ISFSI, Docket Nos. 50-346 and 72-14, a pressurized water nuclear reactor and associated equipment located in Oak Harbor, Ohio, which is licensed by the NRC pursuant to NRC Operating License No. NPF-3; and (iii) Perry Nuclear Power Plant, Unit 1 (“PNPP”) and its associated ISFSI, Docket Nos. 50-440 and 72-69, a boiling water nuclear reactor and associated equipment located in Perry, Ohio, which is licensed by the NRC pursuant to Operating License No. NPF-58 (BVPS and its ISFSI, DBNPS and its ISFSI, and PNPP and its ISFSI are each a “Facility” and, collectively, the “Facilities”, and NRC Operating License Nos. DPR-66, NPF-73, NPF-3, and NPF-58 are collectively the “NRC Operating Licenses”).

b. Owner and Operator desire that Operator operate the Facilities for Owner under the terms of this Agreement.

**AGREEMENT:**

NOW, THEREFORE, for the mutual covenants and consideration referenced in this Agreement, Owner and Operator agree as follows:

**1. Agency.** Operator is hereby appointed as the agent of Owner to act on its behalf for the purposes set forth in this Agreement. Owner shall have the sole right to control and directly supervise the method, manner and detail of Operator’s duties and responsibilities hereunder. Provided, however, that Operator shall have sole discretion with respect to its obligations to comply the requirements of the NRC Operating Licenses, and all applicable NRC or other applicable requirements of law with respect to operation of the Facilities as authorized by the NRC Operating Licenses.

**2. Duties of Operator.** Operator shall do and perform all such things as shall be reasonably necessary to operate and maintain each Facility on behalf of Owner. Operator shall

conduct all operations of each Facility in compliance with NRC Operating Licenses and all applicable NRC requirements, in a good and workmanlike manner, and in accordance with generally accepted industry standards. Operator's responsibilities will include, without limitation, the following activities:

2.1 engage and supervise, as employees of Operator or as personnel assigned to provide services to Operator under a service agreement, all personnel reasonably required to operate each Facility;

2.2 negotiate, enter into, supervise and administer, in Operator's name, or in Operator's name and as agent for Owner, all contracts reasonably necessary for operation of each Facility, including, without limitation, equipment purchase orders and agreements, fuel sales and purchase agreements, water purchase contracts, and agreements with contractors and service providers; provided, Operator shall negotiate, enter into, supervise and administer any water purchase contracts in Owner's name;

2.3 procure and furnish all materials, equipment, services, supplies and labor determined by Operator to be reasonably necessary or desirable to operate each Facility and to otherwise carry out Operator's responsibilities hereunder;

2.4 use its best efforts to abide by and conform with all valid applicable laws, orders, rules and regulations that affect each Facility or the operation thereof or Operator's duties under this Agreement;

2.5 file (and keep current) all reports and filings required by law with respect to each Facility, and pay any fees in connection therewith;

2.6 obtain and use its best efforts to comply and to conduct all operations at each Facility in accordance with all licenses, permits and authorizations required by law to be obtained by Owner, Operator or the respective Facility; provided, Owner shall obtain all environmental permits or other permits required to be held by Owner, whether individually or as co-permittee with Operator;

2.7 keep an accurate record of all significant operations of each Facility and furnish, from time to time, upon reasonable request of Owner, such reports and other information (or access thereto);

2.8 maintain and decommission each Facility and take such other actions as are necessary to terminate the NRC Operating Licenses, after permanent cessation of operations of each Facility; and

2.9 do such other and further acts and deeds as may be necessary to accomplish fully and to perform its duties under this Agreement, subject to the limitations herein provided.

**3. Right to Audit.** Either party may audit any and all records of the other party relating to the Facilities or the services provided hereunder on such dates and at such times as a party may reasonably request.

**4. Term.** The term of this Agreement shall commence as of the date noted above, which is the same day as the NRC Operating Licenses are being transferred to Operator and Owner, and the term shall continue until terminated pursuant to Section 5 of this Agreement.

**5. Termination.** This Agreement may be terminated upon notice by either Party and upon the expiration of the Transition Period as contemplated by Section 6, or upon termination of the NRC Operating Licenses after decommissioning of each Facility has been completed.

**6. Transition Period.** A period of not less than six (6) months during which Operator will cooperate with another operator selected by Owner in order to prepare for the transfer of operating responsibility pursuant to the NRC Operating Licenses to a new operator, including obtaining the required approval of the NRC and any other required regulatory approvals. The Transition Period shall end upon the transfer of operating responsibility. Operator agrees to cooperate and execute such documents as may be necessary to effect the transfer.

**7. Survival.** The indemnification, release, and limitation of liability provisions contained in this Agreement shall survive termination to the extent they pertain to events giving rise to such indemnification, release and liability that occurred during the term of this Operating Agreement. Further, it is agreed that in no event shall this Operating Agreement terminate unless all payments required under this Agreement to have been made by the Owner to Operator shall have been made and all necessary regulatory approvals for termination of the NRC Operating Licenses or transfer of responsibility for the Facilities shall have been obtained.

**8. Responsibilities of Owner.** Owner shall cooperate with and assist Operator, and provide Operator with correct and reliable information and access to each Facility, as reasonably necessary for Operator to carry out and perform its duties under this Agreement.

**9. Price for Services.** The price for the services provided by Operator to Owner pursuant to this Agreement shall be the sum of all of Operator's costs arising out of, or associated with, the performance of this Agreement by Operator and its agents or contractors, including but not limited to, direct labor costs, supervisory and clerical costs, employee benefits costs, utility costs, materials and supplies costs, contractor costs, liability, property and other insurance costs, federal, state and local taxes, administrative and general overhead costs allocable to the performance of this Agreement, depreciation and amortization costs, interest expense, and expenses incurred to lease or rent equipment for performance under this Agreement.

**10. Monthly Reports.** Upon request by Owner, Operator shall furnish Owner with a closing statement for each month, which statement shall report the significant operations of each Facility for the month in question.

**11. Insurance.** Operator shall procure and maintain for Owner insurance coverage of the types and in the amounts as required by applicable NRC regulations and as generally maintained by the industry.

**12. Release of Operator.** In no event shall Operator be liable to Owner for any direct, indirect, incidental or consequential damages, including, without limitation, liabilities for loss of profits or loss of use or cost of replacement power or any claim or demand against Owner by any



person or entity, arising out of Operator's performance or failure to perform this Agreement (including, without limitation, Operator's, or any of its officers, directors or employees, own negligence or other basis, whether arising in or based upon tort, fraud, contract, strict liability, negligence, breach of fiduciary duty or any other theory of legal liability), even if Operator has been advised of the possibility of such liabilities, and Owner hereby releases Operator for any liabilities arising out of Operator's performance or failure to perform this Agreement. Operator does not assume liability or responsibility to Owner for liabilities that may be suffered by Owner as a result of any action or inaction of Operator; provided, however, that nothing herein shall relieve any party or person, other than Operator, from any responsibility to Operator or to Owner, whether assumed by contract or by operation of law.

**13. Indemnity.** Owner shall protect, indemnify and hold Operator (including its officers, directors and employees) free and harmless from and against any and all liabilities (including, without limitation, all costs in connection with liabilities and in connection with the defense of causes of action, suits or other proceedings, including attorneys' fees) of every kind and character, arising from or connected with the operation of each Facility or for any damage thereto, whether arising in or based upon tort, fraud, contract, strict liability, negligence, breach of fiduciary duty or any other theory of legal liability or as a result of fines or other penalties imposed by the NRC or other governmental authority.

**14. Scope of Indemnity and Release.** OWNER ACKNOWLEDGES TO OPERATOR THAT THE PROVISIONS OF THIS AGREEMENT WHICH RELEASE OPERATOR OR PROVIDE FOR THE INDEMNIFICATION BY OWNER OF OPERATOR ARE INTENDED BY OWNER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FROM TIME TO TIME, TO RELEASE AND SAVE AND HOLD HARMLESS AND INDEMNIFY OPERATOR FROM THE CONSEQUENCES OF OPERATOR'S OWN NEGLIGENCE (WHETHER ORDINARY OR GROSS, SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE) AND RECKLESS OR INTENTIONAL CONDUCT OR STRICT LIABILITY OF OPERATOR.

**15. Capacity, Liability and Release.** Operator is entering into this Agreement as agent for and on behalf of Owner, and all obligations of Operator under this Agreement are being incurred solely on behalf of, and shall be enforceable solely against, Owner. Rights being granted in favor of or retained by Operator herein shall be held and enforceable by Operator, in its individual or corporate capacity. In no event shall Operator be liable to Owner for any damages of any kind, direct, incidental or consequential, and Owner hereby release Operator from liability for damages arising out of Operator's performance, non-performance or breach of this Agreement.

**16. Material Consideration.** The Parties agree that the limitations on liability and indemnity provisions set forth in this Agreement are supported by the Parties' respective contractual undertakings and other good and valuable consideration, and acknowledge that the Parties would not have entered into this Agreement in the absence of the indemnification obligations and the limitations on liability undertaken by either or both Parties.

**17. Confidentiality.** Any information belonging to a party hereto which such party designates as confidential or proprietary shall not be disclosed to any other person or entity by the

party receiving such information, except to the extent disclosure is required by law or as otherwise permitted with the consent of the non-disclosing party.

**18. Power of Attorney.** Owner hereby irrevocably appoints Operator, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full and irrevocable power and authority in the place and stead of Owner and in the name of Owner for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all reports, contracts, documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

**19. Force Majeure.** Operator's performance of its obligations hereunder shall be excused to the extent that performance is prevented by an event beyond the reasonable control of Operator. Operator will use its reasonable efforts to remedy any such event as soon as possible, and performance shall be resumed as soon as reasonably practicable after the cause has been removed.

**20. Notices.** Notices, requests, consents, elections, reports, payments, or other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to be delivered upon delivery to the Operator or Owner at their principal place of business during regular business hours on a business day. Notices delivered after hours or on a weekend or legal holiday will be effective on the next business day. Addresses shown below shall be considered the principal place of business of each unless and until the other is notified in writing.

Owner:

Vistra Operations Company LLC  
6555 Sierra Drive  
Irving, Texas 75039

Operator:

Energy Harbor Nuclear Generation LLC  
168 E. Market Street  
Akron, OH 44308

**21. Successors in Interest; Assignment.** Each and all of the covenants, agreements, terms, and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, executors, administrators, personal representatives, successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, that either party may assign this Agreement to a wholly-owned affiliate of Vistra Energy Corp. upon written notice to the other party and receipt of any required regulatory approvals.

**22. Severability.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any respect in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality or enforceability of such provision in any other jurisdiction.

**23. Waivers.** The failure or delay of any party to seek redress for violation of or to insist upon the strict performance of any obligation in this Agreement shall not be a waiver of that violation or obligation or a waiver of a subsequent act.

**24. Third-Party Rights.** Nothing in this Agreement, expressed or implied, is intended, nor shall same be construed or interpreted, to confer any rights or remedies upon any person or entity not a party hereto, other than the permitted successors or assigns of a party hereto.

**25. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, other than conflict of laws principles.**

**26. Entire Agreement; Amendments.** This Agreement contains the entire agreement and understanding between Owner and Operator concerning the operation of each Facility, and supersedes and replaces any and all prior agreements, both verbal and written. This Agreement may only be amended in writing, signed by both parties.

27. Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture or any similar relationship or create any fiduciary duties between Operator and Owner.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

OPERATOR:

VISTRA OPERATIONS COMPANY LLC

By: \_\_\_\_\_

Name:

Title:

OWNER:

ENERGY HARBOR NUCLEAR GENERATION  
LLC

By: \_\_\_\_\_

Name:

Title:

TXX-23019  
L-23-095

Enclosure 1  
Exhibit E

**FORM OF SERVICE AGREEMENT**

**SERVICE AGREEMENT**

**BETWEEN**

**VISTRA OPERATIONS COMPANY LLC**

**AND**

**ENERGY HARBOR NUCLEAR CORP.**

[Date], 2023

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**SERVICE AGREEMENT**

**BETWEEN**

**VISTRA OPERATIONS COMPANY LLC  
AND  
ENERGY HARBOR NUCLEAR CORP.**

This agreement, made as of [\_\_\_\_], 2023 (this “Agreement”), by and between Energy Harbor Nuclear Corp., a Delaware corporation (“Service Company”), and Vistra Operations Company LLC, a Delaware limited liability company (“Client Company”). Client Company and Service Company are each a “Party” and, together, the “Parties” to this Agreement.

WHEREAS, both Client Company and Service Company are subsidiaries of the same ultimate parent holding company, Vistra Energy Corp., a Delaware corporation;

WHEREAS, Client Company is licensed by the U.S. Nuclear Regulatory Commission (“NRC”) to operate (i) Beaver Valley Power Station, Units 1 and 2, located in Shippingport, Pennsylvania (“BVPS”) and its associated Independent Spent Fuel Storage Installation (“ISFSI”), Docket Nos. 50-334, 50-412, and 72-1043, pursuant to License Nos. DPR-66 and NPF-73; (ii) Davis-Besse Nuclear Power Station, Unit 1, located in Oak Harbor, Ohio (“DBNPS”) and its associated ISFSI, Docket Nos. 50-346 and 72-14, pursuant to License No. NPF-3; and (iii) Perry Nuclear Power Plant, Unit 1, located in Perry, Ohio (“PNPP”) and its associated ISFSI, Docket Nos. 50-440 and 72-69, pursuant to Operating License No. NPF-58 (BVPS and its ISFSI, DBNPS and its ISFSI, and PNPP and its ISFSI are each a “Facility” and, collectively, the “Facilities”);

WHEREAS, Client Company is in need of services from Service Company;

WHEREAS, Energy Harbor Nuclear Generation LLC (“Owner Company”) is the NRC-licensed owner of the Facilities;

WHEREAS, Owner Company and Client Company have entered into an Operating Agreement, pursuant to which Client Company has agreed to be responsible for operating the Facilities, and Owner Company has agreed to pay for the costs of such operation; and

WHEREAS, Service Company has experience operating the Facilities, and it is willing and able to provide services to support Client Company’s operation of the Facilities in accordance with its NRC licenses and applicable regulatory requirements in return for payment equal to its fully allocated costs of providing such services;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein, the Parties hereto agree as follows:

**28.**

**Definition of Terms**

The following terms, when used in this Agreement, shall have the meanings indicated below:

28.1 “Applicable Laws” means all laws, rules, regulations, codes, injunctions, judgments, orders, decrees, rulings, constitutions, ordinances, common laws, or treaties of any federal, state or local government, or any subdivision or regulatory body or agency thereof, or any court, having jurisdiction over, or application to, either of the Parties, or any Facility, or the ownership, operation or maintenance of any Facility, or any acts or transactions contemplated, undertaken or performed in connection with any aspect of this Agreement.

28.2 “Applicable Permits” means the Operating Licenses, and all other licenses, permits, approvals, exemptions, orders or authorizations of, and all filings, registrations, or qualifications with, any federal, state or local government, or any subdivision or regulatory body or agency thereof, or any court, having jurisdiction over, or application to, either of the Parties, or any Facility, or the ownership, operation or maintenance of any Facility, or any acts or transactions contemplated, undertaken or performed in connection with any aspect of this Agreement.

28.3 “FICA” shall mean Federal Insurance Contribution Act.

28.4 “NRC” means the United States Nuclear Regulatory Commission or its successor having responsibility for administration of the licensing and regulation of the operation of nuclear utilization facilities under the Atomic Energy Act of 1954 and any amendments thereto.

28.5 “Operating Licenses” means the operating licenses issued by the NRC with respect any Facility, including Docket Nos. 50-334, 50-412, 72-1043, 50-346, 72-14, 50-440, and 72-69, which Client Company is licensed to operate pursuant to Operating License Nos. DPR-66, NPF-73, NPF-3, and NPF-58.

28.6 “Personnel” means the personnel engaged in providing Services to Client Company on behalf of Service Company.

28.7 “Prudent Utility Practices” means, at a particular time, any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, including (but not limited to) the practices, methods and acts engaged in or approved by a significant portion of the nuclear electric generating industry, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition.

28.8 “Services” means all services necessary to manage, operate and maintain each Facility under the direction and control of Client Company and as requested by Client Company.

28.9 “Transition Period” means the three month period after the delivery of a notice of termination.

**29.**

**Services Provided**

**29.1 Agreement to Provide Services.**

(a) Service Company agrees to furnish to Client Company, upon the terms and conditions hereinafter set forth, Services in a timely and good and workmanlike manner consistent with Prudent Utility Practices, the terms of this Agreement and seeking in good faith to comply therewith. Service Company will, as and to the extent required for Client Company, keep itself and its Personnel available and competent to render such services to Client Company, to the extent it may be authorized so to do by Federal and State agencies having jurisdiction.

(b) The Services performed by Service Company will be performed in compliance with the terms of this Agreement, under the nuclear quality assurance program as required by the Operating Licenses, and in compliance with any Applicable Law.

(c) In supplying the various Services provided for under this agreement, Service Company, after consultation with Client Company, may arrange for the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers and other persons with the necessary qualifications and experience as are required for or pertinent to the rendition of such Services.

(d) Service Company, after consultation with Client Company, may arrange for the services of non-affiliated experts, consultants and attorneys in connection with the performance of any of the Services supplied under this Agreement.

(e) For sake of clarity, the ultimate responsibility, authority and control of any Facility operations and activities required to be retained by Client Company as the licensed operator of each Facility under the Operating Licenses and the ultimate control intended by this Agreement shall be retained by Client Company. Notwithstanding any term of this Agreement, Client Company shall remain the operator and licensee for each Facility and shall retain authority and control for licensed activities and final decision-making authority for the operation of each Facility.

**29.2 Personnel.**

(a) Service Company, and not Client Company, shall be solely responsible for: (i) payment of wages or salary or other compensation for Personnel, (ii) as applicable, withholding and payment of federal, state and local individual income taxes, FICA, and other taxes and applicable amounts with respect to any payment made to such Personnel and (iii) providing to Personnel, as applicable, all pension, welfare and other employment-related benefits.

(b) Personnel may simultaneously serve as officers or managers Client Company, Service Company and/or their affiliates.

**30.**

**Services Received**

**30.1 Agreement to Take Services.**

Client Company agrees to take from Service Company such of the Services described herein as are required from time to time by the Client Company. Client Company further agrees to take from Service Company such other general or special Services, whether or not described herein and whether or not now contemplated, as Client Company may from time to time require and Service Company shall conclude it is competent to perform.

**31.**

**Payments**

As compensation for Services actually requested by Client Company and rendered to it by Service Company, Client Company hereby agrees to pay to Service Company an amount equal to the direct and indirect costs of such Services.

**32.**

**Term, Termination and Survival**

**32.1 Term.**

The term of this Agreement shall commence as of the date of this Agreement and shall continue until terminated pursuant to Section 5.2 of this Agreement.

**32.2 Termination.**

This Agreement may be terminated upon notice by either Party and upon expiration of the Transition Period.

**32.3 Survival.**

The indemnification, release, and limitation of liability provisions contained in ARTICLE 8 shall survive termination to the extent they pertain to events giving rise to such indemnification, release and liability that occurred during the term of this Agreement. Further, it is agreed that in no event shall this Agreement terminate unless all payments required to have been made by Client Company to Service Company have been made.

**33.**

**Access to Facility and Information, Audits and Regulatory Access**

Client Company agrees that, subject to nondisclosure restrictions as may be imposed by preexisting contracts and applicable legal requirements, it will provide access to each Facility, its personnel, its books, records, studies, reports, contracts, data and other information to the extent reasonably necessary for Service Company to provide the Services pursuant to this Agreement.

**34.**

**Responsibility For Costs**

The Parties understand and agree that as between the Parties, Client Company is and shall remain responsible for all costs associated with the ownership, operation and maintenance of each Facility, including costs of capital improvements and additions at each Facility. Service Company acknowledges that Owner Company is responsible for paying Client Company for the costs of operating each Facility. Subject to the provisions of ARTICLE 8 and other applicable provisions of this Agreement, neither Service Company nor any of its subsidiaries or parent companies or any of their officers or employees (including the Personnel) shall incur any independent or individual liability for Facility costs, debts, or other obligations of Client Company or the Owner Company arising from the operations of or other activities at each Facility.

**35.**

**Release, Indemnification and Limitation On Liability**

**35.1 Release of Service Company.**

In no event shall Service Company be liable to Client Company for any direct, indirect, incidental or consequential damages, including, without limitation, liabilities for loss of profits or loss of use or cost of replacement power or any claim or demand against Client Company by any person or entity, arising out of Service Company's performance or failure to perform this Agreement (including, without limitation, Service Company's, or any of its officers, directors or employees, own negligence or other basis, whether arising in or based upon tort, fraud, contract, strict liability, negligence, breach of fiduciary duty or any other theory of legal liability), even if Service Company has been advised of the possibility of such liabilities, and Client Company, each hereby releases Service Company for any liabilities arising out of Service Company's performance or failure to perform this Agreement. Service Company does not assume liability or responsibility to Client Company for liabilities that may be suffered by Client Company as a result of any action or inaction of Service Company; provided, however, that nothing herein shall relieve any party or person, other than Service Company, from any responsibility to Service Company, to Client Company, whether assumed by contract or by operation of law.

**35.2 Indemnity.**

Client Company shall protect, indemnify and hold Service Company (including its officers, directors and employees) free and harmless from and against any and all liabilities (including, without limitation, all costs in connection with liabilities and in connection with the defense of causes of action, suits or other proceedings, including attorneys' fees) of every kind and character, arising from or connected with the operation of each Facility or for any damage thereto, whether arising in or based upon tort, fraud, contract, strict liability, negligence, breach of fiduciary duty or any other theory of legal liability or as a result of fines or other penalties imposed by the NRC or other governmental authority.

**35.3 *Allocations of Liability.***

All liabilities (including those in respect of property damages, personal injury, and fines or penalties imposed upon Service Company by the NRC or other governmental authority) asserted by third parties against Service Company in connection with, or arising out of, the operation of each Facility shall be considered costs and shall be born solely and entirely by Client Company.

**35.4 *Scope of Indemnity and Release.***

CLIENT COMPANY ACKNOWLEDGES TO SERVICE COMPANY THAT THE PROVISIONS OF THIS ARTICLE 8 WHICH RELEASE SERVICE COMPANY OR PROVIDE FOR THE INDEMNIFICATION BY CLIENT COMPANY OF SERVICE COMPANY ARE INTENDED BY CLIENT COMPANY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FROM TIME TO TIME, TO RELEASE AND SAVE AND HOLD HARMLESS AND INDEMNIFY SERVICE COMPANY FROM THE CONSEQUENCES OF SERVICE COMPANY'S OWN NEGLIGENCE (WHETHER ORDINARY OR GROSS, SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE) AND RECKLESS OR INTENTIONAL CONDUCT OR STRICT LIABILITY OF SERVICE COMPANY.

**35.5 *Capacity, Liability and Release.***

Service Company is entering into this Agreement as agent for and on behalf of Client Company, and all obligations of Service Company under this Agreement are being incurred solely on behalf of, and shall be enforceable solely against, Client Company. Rights being granted in favor of or retained by Service Company herein shall be held and enforceable by Service Company, in its individual or corporate capacity. In no event shall Service Company be liable to Client Company for any damages of any kind, direct, incidental or consequential, and Client Company hereby release Service Company from liability for damages arising out of Service Company's performance, non-performance or breach of this Agreement.

**35.6 *Material Consideration.***

The Parties agree that the limitations on liability and indemnity provisions set forth in this ARTICLE 8 are supported by the Parties' respective contractual undertakings and other good and valuable consideration, and acknowledge that the Parties would not have entered into this Agreement in the absence of the indemnification obligations and the limitations on liability undertaken by either or both Parties.

**36.**

**Compliance With Laws, Regulations and Site Requirements**

Both Parties shall observe and comply with all applicable Facility health, safety and security rules, programs or procedures and shall abide by all Applicable Laws and Applicable Permits, in connection with services provided pursuant to this Agreement.

**37.**

**Confidentiality**

***37.1 Restricted Data and Safeguards Information.***

(a) Each Party agrees that, unless otherwise required by Applicable Law, it will not permit any person to have access to Restricted Data of the other Party, as defined in 42 U.S.C. § 2014(y), until and unless the Federal Office of Personnel Management shall have made an investigation and report to the NRC on the character, associations and loyalty of such person and the NRC shall have determined that permitting such person to have access to Restricted Data will not endanger the common defense and security.

(b) Notwithstanding any other provision of this Agreement, any access to Safeguards Information, as defined in 10 C.F.R. § 73.2, shall be subject to the limitations and conditions of 10 C.F.R. § 73.21. Both Parties agree that any information provided under this Agreement will not be used or controlled in a manner that would (1) compromise any part of the safeguards plans for each Facility, or (2) otherwise be in contravention of Applicable Laws.

**38.**

**Miscellaneous**

***38.1 Governing Law.***

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, other than conflict of laws principles.

***38.2 Amendments.***

No amendment, modification or waiver of any term or provision of this Agreement shall be effective unless in writing and signed on behalf of both Parties by their authorized representatives.

***38.3 Headings.***

Headings used in this Agreement are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.

***38.4 Non-Waiver.***

The failure of either Party to insist upon or enforce, in any instance, performance by the other Party of any of the terms of this Agreement or to exercise any rights conferred herein shall not be construed as a waiver or relinquishment of its rights to assert or rely upon such terms or rights on any future occasion.

**38.5 *Assignment.***

This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party.

**38.6 *Relationship.***

Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture or any similar relationship or create any fiduciary duties between Service Company and Client Company.

**38.7 *Entire Agreement and Construction.***

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings with respect to the subject matter hereof.

**38.8 *Severability.***

It is agreed that if any clause or provision of this Agreement is held by a competent court to be illegal or void, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and the obligations of the Parties shall be enforced as if the Agreement did not contain such illegal or void provisions, but the Party's obligations and rights under ARTICLE 8 shall also remain in effect.



WITNESS WHEREOF, Client Company and Service Company have executed this Agreement effective as of the date first mentioned above.

**VISTRA OPERATIONS COMPANY LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ENERGY HARBOR NUCLEAR CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**ENERGY SERVICES AGREEMENT TERM SHEET (Redacted)**

**PRINCIPAL TERMS AND CONDITIONS OF  
ENERGY SERVICES AGREEMENT (“AGREEMENT”)**

*This summary of principal terms and conditions (this “Term Sheet”) is for discussion purposes only and does not represent or constitute any commitment to enter into the Agreement or transactions contemplated hereby (until attached as an exhibit to the signed Transaction Agreement):*

<p><b>1. Service Provider</b></p>	<p>Vistra Corp., a Delaware corporation, through its subsidiaries including Luminant Energy Company LLC and Dynegy Marketing and Trade, LLC (the “<u>Service Provider</u>” or “Vistra”).</p>
<p><b>2. Generation Owner</b></p>	<p>Vistra Zero Generation and its subsidiaries (collectively, “<u>VZ Generation</u>”) (<i>i.e.</i>, the entities that own the generation assets listed on Annex A to the 12/19/2022 bid letter (including Comanche Peak Nuclear Power Plant) and the entities that own Energy Harbor’s nuclear units).</p>
<p><b>3. Retail Owner</b></p>	<p>Vistra Zero Retail and its subsidiaries (<i>i.e.</i>, the entities that own the retail businesses being contributed to Vistra Zero by each of Energy Harbor and Vistra) (collectively, “<u>VZ Retail</u>” and together with VZ Generation, the “<u>Service Recipients</u>”). The Service Recipients and Service Provider are referred to herein collectively as the “<u>Parties</u>” and each, a “<u>Party</u>”).</p>
<p><b>4. Services</b></p>	<p>[</p> <p style="text-align: right;">]</p>

	[ ]
<b>5. Implementation Agreements</b>	[ ]
<b>6. Pricing</b>	[ ]

<b>7. Credit Support</b>	[ ]
<b>8. Standard of Performance</b>	[ ]
<b>9. Term</b>	[ ]
<b>10. Force Majeure</b>	[ ]
<b>11. Indemnification</b>	[ ]

	[ ]
<b>12. Limitations on Liability</b>	[ ]
<b>13. Confidentiality</b>	[ ]
<b>14. Governing Law and Venue</b>	[ ]

TXX-23019  
L-23-095

Enclosure 1  
Exhibit F

**Exhibit F**

**Form of Financial Support Agreement for the Energy Harbor Facilities**

## SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “Agreement”), dated as of [\_\_\_\_], 2023, between Vistra Operations Company LLC, a Delaware limited liability company (the “Parent”), and Energy Harbor Nuclear Generation LLC, a Delaware limited liability company (the “Subsidiary Owner”).

WHEREAS, the Parent indirectly owns a majority of and controls the limited liability company interests of the Subsidiary Owner;

WHEREAS, the Subsidiary Owner is the NRC licensed owner of (i) Beaver Valley Power Station, Units 1 and 2 (“BVPS”) and its associated Independent Spent Fuel Storage Installation (“ISFSI”); (ii) Davis-Besse Nuclear Power Station, Unit 1 (“DBNPS”) and its associated ISFSI; and (iii) Perry Nuclear Power Plant, Unit 1 (“PNPP”) and its associated ISFSI, (BVPS and its ISFSI, DBNPS and its ISFSI, and PNPP and its ISFSI are each a “Facility” and, collectively, the “Facilities”);

WHEREAS, the Parent is the holder of the NRC licenses to operate the Facilities; and

WHEREAS, in connection with the indirect transfer of control, dated as of [\_\_\_\_], 2023, of the Subsidiary Owner’s licenses to own each Facility, the Parent and the Subsidiary Owner desire to take certain actions to enhance and maintain the financial condition of the Subsidiary Owner as hereinafter set forth in order to ensure its ability to pay the costs and expenses relating to the operations and maintenance of each Facility;

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

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

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

Limitation of the Parent’s Support Obligations. Each of the Parent and the Subsidiary Owner agree that the Parent shall not be required to make, or cause its subsidiaries or affiliates to make, Support Payments to the Subsidiary Owner in excess of \$400,000,000 in the aggregate.

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



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

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

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

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

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

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

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

**VISTRA OPERATIONS COMPANY LLC**

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Name:  
Title:

**ENERGY HARBOR NUCLEAR GENERATION  
LLC**

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Name:  
Title:

TXX-23019  
L-23-095

Enclosure 1  
Exhibit G  
Page 1 of 17

**Exhibit G**

**General Corporate Information for Applicants and Direct Owners**

<b>NAME:</b>	Comanche Peak Power Company LLC
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039
<b>STATE OF INCORPORATION:</b>	Delaware
<b>MANAGERS</b>	James A. Burke Kristopher E. Moldovan
<b>PRINCIPAL OFFICERS</b>	<p>President and Chief Executive Officer: James A. Burke</p> <p>Executive Vice President and Chief Financial Officer: Kristopher E. Moldovan</p> <p>Executive Vice President and Chief Administrative Officer: Carrie L. Kirby</p> <p>Executive Vice President, General Counsel, and Chief Compliance Officer: Stephanie Zapata Moore</p> <p>Executive Vice President and President of Vistra Wholesale Operations &amp; Development: Stephen J. Muscato</p> <p>Executive Vice President and Chief Fossil &amp; Renewables Officer: Barry T. Boswell</p> <p>Chief Strategy and Sustainability Officer &amp; Executive Vice President External Affairs: Stacey Doré</p> <p>Senior Vice President and General Tax Counsel: Carla A. Howard</p> <p>Senior Vice President and Chief Information Officer: Tom Farrah</p> <p>Senior Vice President and Chief Nuclear Officer: Kenneth J. Peters</p> <p>Senior Vice President and Controller: Christy Dobry</p> <p>Senior Vice President and Treasurer: William M. Quinn</p> <p>Senior Vice President: Cynthia Vodopivec</p> <p>Senior Vice President and Deputy General Counsel: Daniel J. Kelly</p>

	<p>Senior Vice President: Matthew A. Goering</p> <p>Senior Vice President of Fossil, Renewables, and Battery Operations: Ben Elliott</p> <p>Senior Vice President of Commercial Operations: Shawn Stuckey</p> <p>Vice President of Wholesale Strategy: Sam Siegel</p> <p>Vice President: Randall Talley</p> <p>Vice President, Associate General Counsel, and Corporate Secretary: Yuki Whitmire</p> <p>Vice President: Steven Sewell</p> <p>Vice President: Paul H. Reyes</p> <p>Vice President of Finance and Assistant Treasurer: John Lang</p> <p>Plant Manager: Alan Jay Marzloff</p>
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<b>NAME:</b>	Energy Harbor Nuclear Corp.
<b>ADDRESS</b>	168 E. Market St. Akron, OH 44308
<b>STATE OF INCORPORATION:</b>	Delaware
<b>MANAGERS</b>	Stephen E. Burnazian David B. Hamilton John W. Judge
<b>PRINCIPAL OFFICERS</b>	President and Chief Nuclear Officer: David B. Hamilton Executive Vice President, Chief Financial Officer, Chief Risk Officer: Jason S. Petrik Executive Vice President, Government Affairs: David L. Griffing Senior Vice President, Fleet Nuclear Operations: Darin M. Benyak Vice President, Davis-Besse: Terry J. Brown Vice President, Beaver Valley: Barry N. Blair Vice President, Perry: Rod L. Penfield Corporate Secretary: Stephen E. Burnazian Treasurer Tanya Rohauer General Plant Manager, Davis-Besse Christopher J. Jackson General Plant Manager, Beaver Valley Robert J. Kristophel General Plant Manager, Perry Christopher M. Elliott

<b>NAME:</b>	Energy Harbor Nuclear Generation LLC
<b>ADDRESS</b>	168 E. Market St Akron, OH 44308
<b>STATE OF INCORPORATION:</b>	Delaware
<b>MANAGERS</b>	Stephen E. Burnazian David B. Hamilton John W. Judge
<b>PRINCIPAL OFFICERS</b>	President and Chief Nuclear Officer: David B. Hamilton Corporate Secretary, Chief Financial Officer, Chief Risk Officer: Jason S. Petrik Senior Vice President, Fleet Nuclear Operations: Darin M. Benyak Corporate Secretary: Stephen E. Burnazian Treasurer: Tanya Rohauer

<b>NAME:</b>	Energy Harbor Corp.
<b>ADDRESS</b>	168 E. Market St. Akron, OH 44308
<b>STATE OF INCORPORATION:</b>	Delaware
<b>MEMBERS OF BOARD OF DIRECTORS</b>	John Kiani, Executive Chairman John C. Blickle Stephen E. Burnazian Kevin T. Howell Douglas G. Johnston John W. Judge Jennifer R. Kneale John (Bill) W. Pitesa
<b>PRINCIPAL OFFICERS</b>	President and Chief Executive Officer: John W. Judge Executive Vice President, Chief Commercial Officer, Chief Strategy Officer, and Corporate Secretary: Stephen E. Burnazian Executive Vice President, Chief Operating Officer, and Chief Nuclear Officer: David B. Hamilton Executive Vice President, Government Affairs: David L. Griffing Executive Vice President, Chief Financial Officer, and Chief Risk Officer: Jason S. Petrik Senior Vice President, Commercial Finance & Treasurer: Tanya Rohauer Executive Vice President and General Counsel: Rick C. Giannantonio Senior Vice President, Fossil: Jay K. Bellingham



<b>NAME:</b>	Vistra Preferred LLC	
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039	
<b>STATE OF INCORPORATION:</b>	Delaware	
<b>MEMBERS OF BOARD OF DIRECTORS</b>	James A. Burke Kristopher E. Moldovan	
<b>PRINCIPAL OFFICERS</b>	James A. Burke	President and Chief Executive Officer
	Kristopher E. Moldovan	Executive Vice President and Chief Financial Officer
	Carrie L. Kirby	Executive Vice President and Chief Administrative Officer
	Stephanie Zapata Moore	Executive Vice President, General Counsel, and Chief Compliance Officer
	Stacey Doré	Chief Strategy and Sustainability Officer & Executive Vice President External Affairs
	Carla A. Howard	Senior Vice President and General Tax Counsel
	Christy Dobry	Senior Vice President and Contoller
	William M. Quinn	Senior Vice President and Treasurer
	Daniel J. Kelly	Senior Vice President and Deputy General Counsel
	Yuki Whitmire	Vice President, Associate General Counsel, and Corporate Secretary
	John Lang	Vice President of Finance and Assistant Treasurer

<b>NAME</b>	Special Purpose Entity 3 LLC
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039
<b>STATE OF INCORPORATION</b>	Delaware
<b>MANAGERS</b>	To be Determined. All are expected to be current officers of VistraOps or Vistra Corp. and will be U.S. citizens
<b>PRINCIPAL OFFICERS</b>	To be Determined. All are expected to be current officers of VistraOps or Vistra Corp. and will be U.S. citizens

<b>NAME</b>	Special Purpose Entity 2 LLC
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039
<b>STATE OF INCORPORATION</b>	Delaware
<b>MANAGERS</b>	To be Determined. All are expected to be current officers of VistraOps or Vistra Corp. and will be U.S. citizens
<b>PRINCIPAL OFFICERS</b>	To be Determined. All are expected to be current officers of VistraOps or Vistra Corp. and will be U.S. citizens

<b>NAME</b>	Special Purpose Entity 2 LLC Managing Member LLC
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039
<b>STATE OF INCORPORATION</b>	Delaware
<b>MANAGERS</b>	To be Determined. All are expected to be current officers of VistraOps or Vistra Corp. and will be U.S. citizens
<b>PRINCIPAL OFFICERS</b>	To be Determined. All are expected to be current officers of VistraOps or Vistra Corp. and will be U.S. citizens

<b>NAME</b>	Special Purpose Entity 1 LLC
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039
<b>STATE OF INCORPORATION</b>	Delaware
<b>MANAGERS</b>	To be Determined. All are expected to be current officers of VistraOps or Vistra Corp. and will be U.S. citizens
<b>PRINCIPAL OFFICERS</b>	To be Determined. All are expected to be current officers of VistraOps or Vistra Corp. and will be U.S. citizens

<b>NAME</b>	Vistra Asset Company LLC
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039
<b>STATE OF INCORPORATION</b>	Delaware
<b>MANAGERS</b>	James A. Burke Kristopher E. Moldovan
<b>PRINCIPAL OFFICERS</b>	President and Chief Executive Officer: James A. Burke Executive Vice President and Chief Financial Officer: Kristopher E. Moldovan Executive Vice President and Chief Administrative Officer: Carrie L. Kirby Executive Vice President, General Counsel, and Chief Compliance Officer: Stephanie Zapata Moore Chief Strategy and Sustainability Officer & Executive Vice President External Affairs: Stacey Doré Senior Vice President and General Tax Counsel: Carla A. Howard Senior Vice President and Controller: Christy Dobry Senior Vice President and Treasurer: William M. Quinn Senior Vice President and Deputy General Counsel: Daniel J. Kelly Vice President, Associate General Counsel, and Corporate Secretary: Yuki Whitmire Vice President of Finance and Assistant Treasurer: John Lang

<b>NAME</b>	Vistra Operations Company LLC
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039
<b>STATE OF INCORPORATION</b>	Delaware
<b>MANAGERS</b>	James A. Burke Kristopher E. Moldovan
<b>PRINCIPAL OFFICERS</b>	<p>President and Chief Executive Officer: James A. Burke</p> <p>Executive Vice President and Chief Financial Officer: Kristopher E. Moldovan</p> <p>Executive Vice President and Chief Administrative Officer: Carrie L. Kirby</p> <p>Executive Vice President, General Counsel, and Chief Compliance Officer: Stephanie Zapata Moore</p> <p>Executive Vice President and President of Vistra Wholesale Operations &amp; Development: Stephen J. Muscato</p> <p>Executive Vice President and President of Vistra Retail: Scott A. Hudson</p> <p>Executive Vice President and Chief Fossil &amp; Renewables Officer: Barry T. Boswell</p> <p>Chief Strategy and Sustainability Officer &amp; Executive Vice President External Affairs: Stacey Doré</p> <p>Senior Vice President and General Tax Counsel: Carla A. Howard</p> <p>Senior Vice President and Chief Nuclear Officer: Kenneth J. Peters</p> <p>Senior Vice President: Claudia Morrow</p> <p>Senior Vice President: Darshan Bhate</p> <p>Senior Vice President: Gabriel R. Castro</p> <p>Senior Vice President: John S. Duessel</p> <p>Senior Vice President: Sydney C. Seiger</p>

	<p>Vice President and Controller: Christy Dobry Senior</p> <p>Senior Vice President and Treasurer: William M. Quinn</p> <p>Senior Vice President and Deputy General Counsel: Daniel J. Kelly</p> <p>Senior Vice President: Matthew A. Goering</p> <p>Senior Vice President of Fossil, Renewables, and Battery Operations: Ben Elliott</p> <p>Senior Vice President of Commercial Operations: Shawn Stuckey</p> <p>Vice President of Wholesale Strategy: Sam Siegel</p> <p>Vice President, Associate General Counsel, and Corporate Secretary: Yuki Whitmire</p> <p>Vice President: Brandon Stanislaus</p> <p>Vice President: Steven Sewell</p> <p>Vice President and Associate General Counsel: Gabe Vazquez</p> <p>Vice President of Finance and Assistant Treasurer: John Lang</p> <p>Plant Manager: Alan Jay Marzloff</p>
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<b>NAME</b>	Vistra Intermediate Company LLC	
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039	
<b>STATE OF INCORPORATION</b>	Delaware	
<b>MANAGERS</b>	James A. Burke Carla A. Howard Kristopher E. Moldovan	
<b>PRINCIPAL OFFICERS</b>	James A. Burke	President and Chief Executive Officer
	Kristopher E. Moldovan	Executive Vice President and Chief Financial Officer
	Carrie L. Kirby	Executive Vice President and Chief Administrative Officer
	Stephanie Zapata Moore	Executive Vice President, General Counsel, and Chief Compliance Officer
	Stacey Doré	Chief Strategy and Sustainability Officer & Executive Vice President External Affairs
	Carla A. Howard	Senior Vice President and General Tax Counsel
	Christy Dobry	Senior Vice President and Controller
	William M. Quinn	Senior Vice President and Treasurer
	Daniel J. Kelly	Senior Vice President and Deputy General Counsel
	Yuki Whitmire	Vice President, Associate General Counsel, and Corporate Secretary
	John Lang	Vice President of Finance and Assistant Treasurer

<b>NAME</b>	Vistra Corp.
<b>ADDRESS</b>	6555 Sierra Drive Irving, Texas 75039
<b>STATE OF INCORPORATION:</b>	Delaware
<b>MEMBERS OF BOARD OF DIRECTORS</b>	Hilary E. Ackermann Arcilia Acosta Gavin R. Baiera Paul M. Barbas Lisa Crutchfield Brian Ferraioli Scott Helm Jeff Hunter James A. Burke John R. Sult Julie Lagacy
<b>PRINCIPAL OFFICERS</b>	President and Chief Executive Officer: James A. Burke Executive Vice President and Chief Financial Officer: Kristopher E. Moldovan Executive Vice President and Chief Administrative Officer: Carrie L. Kirby Executive Vice President, General Counsel, and Chief Compliance Officer: Stephanie Zapata Moore Executive Vice President and President of Vistra Wholesale Operations & Development: Stephen J. Muscato Executive Vice President and President of Vistra Retail: Scott A. Hudson Chief Strategy and Sustainability Officer & Executive Vice President External Affairs: Stacey Doré Senior Vice President and General Tax Counsel: Carla A. Howard Senior Vice President and Controller: Christy Dobry Senior Vice President and Treasurer: William M. Quinn Vice President of Investor Relations, Sustainability, and Purpose:

	<p>Meagan Horn Vice President, Associate General Counsel, and Corporate Secretary: Yuki Whitmire Vice President of Finance and Assistant Treasurer: John Lang</p>
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TXX-23019  
L-23-095

Enclosure 1  
Exhibit H

**Exhibit H**

**EH Facilities Operating Licenses (Changes)**

**UNITED STATES  
NUCLEAR REGULATORY COMMISSION**  
WASHINGTON, D.C. 20555-0001

~~ENERGY HARBOR NUCLEAR CORP. VISTRA OPERATIONS COMPANY LLC~~

ENERGY HARBOR NUCLEAR GENERATION LLC

DOCKET NO. 50-334

BEAVER VALLEY POWER STATION, UNIT NO. 1

RENEWED FACILITY OPERATING LICENSE

License No. DPR-66

1. The Nuclear Regulatory Commission (the Commission) having found that:
  - A. The application to renew Facility Operating License No. DPR-66, ~~filed by FirstEnergy Nuclear Operating Company (FENOC), \*-\*\* acting on its own behalf and as agent for FirstEnergy Nuclear Generation, LLC\*\*\* (the licensees)~~, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter 1, and all required notifications to other agencies or bodies have been duly made;
  - B. Construction of the Beaver Valley Power Station, Unit No. 1 (facility), has been substantially completed in conformity with Construction Permit No. CPPR-75 and the application, as amended, the provisions of the Act and the rules and regulations of the Commission;
  - C. The facility will operate in conformity with the application, the provisions of the Act, and the rules and regulations of the Commission;
  - D. There is reasonable assurance: (i) that the activities authorized by this renewed operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
  - E. ~~Energy Harbor Nuclear Corp. Vistra Operations Company LLC~~ is technically qualified and the licensees\* are financially qualified to engage in the activities authorized by this renewed operating license in accordance with the rules and regulations of the Commission;
  - F. The licensees have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;

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\* ~~FirstEnergy Nuclear Operating Company has been renamed Energy Harbor Nuclear Corp.~~

\*\* ~~Energy Harbor Nuclear Corp. Vistra Operations Company LLC~~ is authorized to act as agent for Energy Harbor Nuclear Generation LLC (collectively, the licensees) and has exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.

\*\*\* ~~FirstEnergy Nuclear Generation, LLC has been renamed Energy Harbor Nuclear Generation LLC.~~

- G. The issuance of this renewed operating license will not be inimical to the common defense and security or to the health and safety of the public;
  - H. After weighing the environmental, economic, technical and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of Renewed Facility Operating License No. DPR-66 is in accordance with 10 CFR Part 51 (formerly Appendix D of 10 CFR Part 50) of the Commission's regulations and all applicable requirements have been satisfied; and
  - I. The receipt, possession, and use of source, by-product, and special nuclear material as authorized by this renewed operating license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70, including 10 CFR Sections 30.33, 40.32, 70.23, and 70.31.
  - J. Actions have been identified and have been or will be taken with respect to: (1) managing the effects of aging on the functionality of structures and components that have been identified to require review under 10 CFR 54.21(a)(1) during the period of extended operation, and (2) time-limited aging analyses that have been identified to require review under 10 CFR 54.21(c), such that there is reasonable assurance that the activities authorized by this renewed operating license will continue to be conducted in accordance with the current licensing basis, as defined in 10 CFR 54.3 for the facility, and that any changes made to the facility's current licensing basis in order to comply with 10 CFR 54.29(a) are in accordance with the Act and the Commission's regulations;
2. Renewed Facility Operating License No. DPR-66 is hereby issued to ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC to read as follows:
- A. This renewed license applies to the Beaver Valley Power Station, Unit No. 1, a pressurized water nuclear reactor and associated equipment (the facility), owned by Energy Harbor Nuclear Generation LLC, and operated by ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC. The facility is located in Beaver County, Pennsylvania, on the southern shore of the Ohio River, and is described in the "Updated Final Safety Analysis Report" as supplemented and amended and the Environmental Report as supplemented and amended.
  - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
    - (1) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to Section 104b of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," to possess, use, and operate the facility, and Energy Harbor Nuclear Generation LLC to possess the facility at the designated location in Beaver County, Pennsylvania in accordance with the procedures and limitations set forth in this renewed license;
    - (2) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to the Act and 10 CFR Part 70, to receive, possess, and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Updated Final Safety Analysis Report, as supplemented and amended;

- (3) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use at any time any byproduct, source and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
- (4) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use in amounts as required any byproduct, source, or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components;
- (5) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.

C. This renewed operating license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter 1: Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Sections 50.54 and 50.59 of Part 50, and Section 70.32 of Part 70; and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC is authorized to operate the facility at a steady state reactor core power level of 2900 megawatts thermal.

(2) Technical Specifications

The Technical Specifications contained in Appendix A, as revised through Amendment No. 319, are hereby incorporated in the license. The licensee shall operate the facility in accordance with the Technical Specifications.

(3) Auxiliary River Water System

(Deleted by Amendment No. 8)

(3) Less Than Three Loop Operation

Deleted per License Amendment No. 239.

(4) Steam Generator Water Rise Rate

Deleted per License Amendment No. 24.

(5) Fire Protection Program

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC shall implement and maintain in effect all provisions of the approved fire protection program that comply with 10 CFR 50.48(a) and 10 CFR 50.48(c), as specified in the license amendment request dated December 23, 2013 (as supplemented by letters dated February 14, 2014; April 27, May 27, June 26, November 6, and December 21, 2015; February 24 and May 12, 2016; and January 30, April 21, June 23, August 22, October 25, and November 29, 2017), and as approved in the safety evaluation dated January 22, 2018. Except where NRC approval for changes or deviations is required by 10 CFR 50.48(c), and provided no other regulation, technical specification, license condition, or requirement would require prior NRC approval, the licensee may make changes to the fire protection program without prior approval of the Commission if those changes satisfy the provisions set forth in 10 CFR 50.48(a) and 10 CFR 50.48(c), the change does not require a change to a technical specification or a license condition, and the criteria listed below are satisfied.

(a) Risk-Informed Changes that May Be Made Without Prior NRC Approval

A risk assessment of the change must demonstrate that the acceptance criteria below are met. The risk assessment approach, methods, and data shall be acceptable to the NRC and shall be appropriate for the nature and scope of the change being evaluated; be based on the as-built, as-operated, and maintained plant; and reflect the operating experience at the plant. Acceptable methods to assess the risk of the change may include methods that have been used in the peer-reviewed fire PRA model, methods that have been approved by NRC through a plant-specific license amendment or NRC approval of generic methods specifically for use in NFPA 805 risk assessments, or methods that have been demonstrated to bound the risk impact.

1. Prior NRC review and approval is not required for a change that results in a net decrease in risk. The proposed change must also be consistent with the defense-in-depth philosophy and must maintain sufficient safety margins. The change may be implemented following completion of the plant change evaluation.



2. Fire Protection Program Changes that Have No More than Minimal Risk Impact

Prior NRC review and approval are not required for changes to the licensee's fire protection program that have been demonstrated to have no more than a minimal risk impact. The licensee may use its screening process as approved in the NRC SE dated January 22, 2018, to determine that certain fire protection program changes meet the minimal criterion. The licensee shall ensure that fire protection defense-in-depth and safety margins are maintained when changes are made to the fire protection program.

(c) Transition License Conditions

1. Before achieving full compliance with 10 CFR 50.48(c), as specified by (2) below, risk-informed changes to the licensee's fire protection program may not be made without prior NRC review and approval unless the change has been demonstrated to have no more than a minimal risk impact, as described in (2) above.
2. The licensee shall implement the Unit 1 modifications to its facility, as described in Attachment S, Table S-2, "Plant Modifications Committed," in FENOC letter L-17-122, dated April 21, 2017, to complete the transition to full compliance with 10 CFR 50.48(c), by the completion of the second Unit 1 refueling outage after issuance of the safety evaluation. The licensee shall maintain appropriate compensatory measures in place until completion of these modifications.
3. The licensee shall implement the items listed in Attachment S, Table S-3, "Implementation Items," of FENOC letter L-17-268, dated August 22, 2017, by 12 months after issuance of the safety evaluation (with the exception of Items BV1-1633, BV1-2974, BV1-3060, BV1-3108, BV1- 3109, BV2-1580, BV2-1622, BV2-1623, and BV2-1750, which are to be completed by the end of the second Unit 2 refueling outage after issuance of the safety evaluation).

(6) Systems Integrity

Energy Harbor Nuclear Corp.-Vistra Operations Company LLC shall implement a program to reduce leakage from systems outside containment that would or could contain highly radioactive fluids during a serious transient or accident to as low as practical levels. This program shall include the following:

1. Provisions establishing preventive maintenance and periodic visual inspection requirements, and
2. Integrated leak test requirements for each system at a frequency not to exceed refueling cycle intervals.

(7) Iodine Monitoring

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall implement a program which will ensure the capability to accurately determine the airborne iodine concentration in vital areas under accident conditions. This program shall include the following:

1. Training of personnel,
2. Procedures for monitoring, and
3. Provisions for maintenance of sampling and analysis equipment.

(8) Backup Method for Determining Subcooling Margin

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall implement a program which will ensure the capability to accurately monitor the Reactor Coolant System subcooling margin. This program shall include the following:

1. Training of personnel, and
2. Procedures for monitoring.

(9) Steam Generator Surveillance Interval Extension

Deleted per License Amendment No. 278.

(10) Additional Conditions

The Additional Conditions contained in Appendix C, as revised through Amendment No. ~~306XXX~~, are hereby incorporated into this license. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall operate the facility in accordance with the Additional Conditions.

(11) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
  1. Pre-defined coordinated fire response strategy and guidance
  2. Assessment of mutual aid fire fighting assets
  3. Designated staging areas for equipment and materials
  4. Command and control
  5. Training of response personnel

(b) Operations to mitigate fuel damage considering the following:

1. Protection and use of personnel assets
2. Communications
3. Minimizing fire spread
4. Procedures for implementing integrated fire response strategy
5. Identification of readily-available pre-staged equipment
6. Training on integrated fire response strategy
7. Spent fuel pool mitigation measures

(c) Actions to minimize release to include consideration of:

1. Water spray scrubbing
2. Dose to onsite responders

D. Physical Protection

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contains Safeguards Information protected under 10 CFR 73.21 is entitled: "Beaver Valley Power Station (BVPS) Physical Security Plan" submitted by letter September 9, 2004, and supplemented September 30, 2004, October 14, 2004, and May 12, 2006.

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The Beaver Valley Power Station CSP was approved by License Amendment No. 287, and amended by License Amendment No. 295.

E. All work and activities in connection with this project shall be performed pursuant to the provisions of the Commonwealth of Pennsylvania Clean Streams Acts of June 24, 1913, as amended and of June 22, 1937, as amended, and in accordance with all permits issued by the Department of Environmental Resources of the Commonwealth of Pennsylvania.

F. License Renewal Commitments – The UFSAR supplement, as revised, submitted pursuant to 10 CFR 54.21(d), describes certain future activities to be completed prior to and/or during the period of extended operation. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall complete these activities in accordance with Appendix A of NUREG-1929, Safety Evaluation Report Related to the Beaver Valley Power Station, Units 1 and 2, dated October 2009, and Supplement 1 of NUREG-1929, dated October 2009, and shall notify the NRC in writing when activities to be completed prior to the period of extended operation are complete and can be verified by NRC inspection.

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
202	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated September 9, 1996, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from April 14, 1997
209	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated March 14, 1997, as supplemented July 29 and August 13, 1997, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from December 10, 1997
210	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated September 11, 1997, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 30 days from January 20, 1998

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
225	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these Technical Specification requirements to the appropriate documents as described in the licensee's application dated December 24, 1998, as supplemented June 15, June 17, and July 7, 1999, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from August 30, 1999
269	On the closing date(s) of the transfers to FENGenCo* of their interests in Beaver Valley Power Station, Unit No. 1, Pennsylvania Power Company and Ohio Edison Company shall transfer to FENGenCo* all of each transferor's respective accumulated decommissioning funds for Beaver Valley Power Station, Unit No. 1, and tender to FENGenCo* additional amounts equal to remaining funds expected to be collected in 2005, as represented in the application dated June 1, 2005, but not yet collected by the time of closing. All of the funds shall be deposited in a separate external trust fund for the reactor in the same amount as received with respect to the unit to be segregated from other assets of FENGenCo* and outside its administrative control, as required by NRC regulations, and FENGenCo* shall take all necessary steps to ensure that this external trust fund is maintained in accordance with the requirements of the order approving the transfer of the license and consistent with the safety evaluation supporting the order and in accordance with the requirements of 10 CFR Section 50.75, "Reporting and recordkeeping for decommissioning planning."	The amendment shall be implemented within 30 days from December 16, 2005

\* FirstEnergy Nuclear Generation Corp. (FENGenCo) has been renamed Energy Harbor Nuclear Generation LLC.

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
269	<p>By the date of closing of the transfer of the ownership interests in Beaver Valley Power Station, Unit No. 1 from Pennsylvania Power Company to FENGenCo*, FENGenCo* shall obtain a parent company guarantee from FirstEnergy in an initial amount of at least \$80 million (in 2005 dollars) to provide additional decommissioning funding assurance regarding such ownership interests. Required funding levels shall be recalculated annually and, as necessary, FENGenCo* shall either obtain appropriate adjustments to the parent company guarantee or otherwise provide any additional decommissioning funding assurance necessary for FENGenCo* to meet NRC requirements under 10 CFR 50.75.</p> <p>The Support Agreements described in the applications dated May 18, 2005 (up to \$80 million), and June 1, 2005 (up to \$400 million), shall be effective consistent with the representations contained in the applications. FENGenCo* shall take no action to cause FirstEnergy, or its successors and assigns, to void, cancel, or modify the Support Agreements without the prior written consent of the NRC staff, except, however, the \$80 million Support Agreement in connection with the transfer of the Pennsylvania Power Company interests may be revoked or rescinded if and when the \$400 million support agreement described in the June 1, 2005, application becomes effective. FENGenCo* shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than ten days after any funds are provided to FENGenCo* by FirstEnergy under either Support Agreement.</p>	The amendment shall be implemented within 30 days from December 16, 2005

\* FirstEnergy Nuclear Generation Corp. (FENGenCo) has been renamed Energy Harbor Nuclear Generation LLC.

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
278	<p><u>Schedule for New and Revised Surveillance Requirements (SRs)</u></p> <p>The schedule for performing SRs that are new or revised in Amendment No. 278 shall be as follows:</p> <p>For SRs that are new in this amendment, the first performance is due at the end of the first surveillance interval, which begins on the date of implementation of this amendment.</p> <p>For SRs that existed prior to this amendment, whose intervals of performance are being reduced, the first reduced surveillance interval begins upon completion of the first surveillance performed after implementation of this amendment.</p> <p>For SRs that existed prior to this amendment, whose intervals of performance are being extended, the first extended surveillance interval begins upon completion of the last surveillance performed prior to implementation of this amendment.</p> <p>For SRs that existed prior to this amendment that have modified acceptance criteria, the first performance subject to the modified acceptance criteria is due at the end of the first surveillance interval that began on the date the surveillance was last performed prior to the implementation of this amendment.</p>	<p>The amendment shall be implemented within 150 days from date of issuance</p>
278	<p><u>Relocation of Certain Technical Specification Requirements</u></p> <p>License Amendment No. 278 authorizes the relocation of certain Technical Specifications to other licensee-controlled documents. Implementation of this amendment shall include relocation of the requirements to the specified documents, as described in (1) Sections 4D and 4E of the NRC staff's Safety Evaluation, and (2) Table LA, Removed Detail Changes, and Table R, Relocated Specifications, attached to the NRC staff's Safety Evaluation, which is enclosed in this amendment.</p>	<p>The amendment shall be implemented within 150 days from date of issuance</p>

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
281	<u>Initial Performance of New Surveillance and Assessment Requirements</u>  Upon implementation of Amendment No. 281 adopting TSTF-448, Revision 3, the determination of control room envelope (CRE) unfiltered air inleakage as required by Surveillance Requirement (SR) 3.7.10.4, in accordance with Specification 5.5.14.c(i), the assessment of CRE habitability as required by Specification 5.5.14.c(ii), and the measurement of CRE pressure as required by Specification 5.5.14.d, shall be considered met. Following implementation:  (a) The first performance of SR 3.7.10.4, in accordance with Specification 5.5.14.c(i), shall be within the specified Frequency of 6 years, plus the 18-month allowance of SR 3.0.2, as measured from the date of the most recent successful tracer gas test, or within the next 18 months if the time period since the most recent successful tracer gas test is greater than 6 years.  (b) The first performance of the periodic assessment of CRE habitability, Specification 5.5.14.c(ii), shall be within 3 years, plus the 9-month allowance of SR 3.0.2, as measured from the date of the most recent successful tracer gas test, or within the next 9 months if the time period since the most recent successful tracer gas test is greater than 3 years.  (c) The first performance of the periodic measurement of CRE pressure, Specification 5.5.14.d, shall be within 18 months, plus the 138 days allowed by SR 3.0.2, as measured from the date of the most recent successful pressure measurement test.	The amendment shall be implemented within 120 days from date of issuance



APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

~~Energy Harbor Nuclear Corp. Vistra Operations Company LLC~~ and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
304	<p>Based on the Commission's approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.</p> <p>A. The Support Agreement in the amount of \$400 million described in the application dated April 26, 2019, is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Energy Harbor Nuclear Generation LLC by Energy Harbor Corp. under the terms of the Support Agreement.</p>	The amendment shall be implemented within 7 days from date of issuance
306	<p>B. Deleted.</p> <p>C. Deleted.</p>	
<del>XXX</del>	<p><del>Based on the Commission's approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.</del></p> <p><del>A. The Support Agreement in the amount of \$400 million described in the application dated April 14, 2023, is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Vistra Operations Company LLC under the terms of the Support Agreement.</del></p>	

**UNITED STATES  
NUCLEAR REGULATORY COMMISSION**  
WASHINGTON, D.C. 20555-0001

~~ENERGY HARBOR NUCLEAR CORP. VISTRA OPERATIONS COMPANY LLC~~

ENERGY HARBOR NUCLEAR GENERATION LLC

DOCKET NO. 50-412

BEAVER VALLEY POWER STATION, UNIT 2

RENEWED FACILITY OPERATING LICENSE

License No. NPF-73

1. The Nuclear Regulatory Commission (the Commission or the NRC) has found that:
  - A. The application to renew Facility Operating License No. NPF-73 ~~filed by FirstEnergy Nuclear Operating Company (FENOC),<sup>\*,\*\*</sup> acting on its own behalf and as agent for FirstEnergy Nuclear Generation, LLC<sup>\*\*\*</sup> (the licensees)~~, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's regulations set forth in 10 CFR Chapter I, and all required notifications to other agencies or bodies have been duly made;
  - B. Construction of the Beaver Valley Power Station, Unit 2 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-105 and the application, as amended, the provisions of the Act, and the regulations of the Commission;
  - C. The facility will operate in conformity with the application, the provisions of the Act, and the regulations of the Commission (except as exempted from compliance in Section 2.D. below);
  - D. There is reasonable assurance: (i) that the activities authorized by this renewed operating license can be conducted without endangering the health and safety of the public and (ii) that such activities will be conducted in compliance with the Commission's regulations set forth in 10 CFR Chapter I (except as exempted from compliance in Section 2.D. below);

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~~\* FirstEnergy Nuclear Operating Company has been renamed Energy Harbor Nuclear Corp.~~

~~\*\* Energy Harbor Nuclear Corp. is authorized to act as agent for Energy Harbor Nuclear Generation LLC and has exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.~~

~~\*\*\* FirstEnergy Nuclear Generation, LLC has been renamed Energy Harbor Nuclear Generation LLC.~~

- E. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC is technically qualified to engage in the activities authorized by this renewed operating license in accordance with the Commission's regulations set forth in 10 CFR Chapter I;
  - F. The licensees have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
  - G. The issuance of this renewed operating license will not be inimical to the common defense and security or to the health and safety of the public;
  - H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of this Renewed Operating License No. NPF-73 is subject to the conditions for protection of the environment set forth in the Environmental Protection Plan attached as Appendix B, is in accordance with 10 CFR Part 51 of the Commission's regulations, and all applicable requirements have been satisfied;
  - I. The receipt, possession and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70.
  - J. Actions have been identified and have been or will be taken with respect to: (1) managing the effects of aging on the functionality of structures and components that have been identified to require review under 10 CFR 54.21(a)(1) during the period of extended operation, and (2) time-limited aging analyses that have been identified to require review under 10 CFR 54.21(c), such that there is reasonable assurance that the activities authorized by this renewed operating license will continue to be conducted in accordance with the current licensing basis, as defined in 10 CFR 54.3 for the facility, and that any changes made to the facility's current licensing basis in order to comply with 10 CFR 54.29(a) are in accordance with the Act and the Commission's regulations;
2. Renewed Facility Operating License NPF-73 is hereby issued to ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC (the licensees) to read as follows:
- A. This renewed license applies to the Beaver Valley Power Station, Unit 2, a pressurized water reactor and associated equipment (the facility), owned by Energy Harbor Nuclear Generation LLC (owner) and operated by ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC (collectively the licensees). The facility is located on the licensees' site on the southern shore of the Ohio River in Beaver County, Pennsylvania, approximately 22 miles northwest of Pittsburgh and 5 miles east of East Liverpool, Ohio, and is described in ~~Energy Harbor Nuclear Corp.'s~~the Updated Final Safety Analysis Report, as supplemented and amended, and in its Environmental Report, as supplemented and amended;
  - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
    - (1) Pursuant to Section 103 of the Act and 10 CFR Part 50, ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC to possess, use, and operate the facility at the designated location in Beaver County, Pennsylvania, in accordance with the procedures and limitations set forth in this license;



- (2) Pursuant to the Act and 10 CFR Part 50, Energy Harbor Nuclear Generation LLC to possess the facility at the designated location in Beaver County, Pennsylvania, in accordance with the procedures and limitations set forth in the license;
- (3) Pursuant to the Act and 10 CFR Part 70, ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, to receive, possess, and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Updated Final Safety Analysis Report, as supplemented and amended;
- (4) Pursuant to the Act and 10 CFR Parts 30, 40, and 70, ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC to receive, possess, and use at any time any byproduct, source, and special nuclear material such as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
- (5) Pursuant to the Act and 10 CFR Parts 30, 40, and 70, ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC to receive, possess, and use in amounts as required any byproduct, source, or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or other activity associated with radioactive apparatus or components;
- (6) Pursuant to the Act and 10 CFR Parts 30, 40, and 70, ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility authorized herein.
- (7) Deleted

C. This renewed operating license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations set forth in 10 CFR Chapter 1 and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC is authorized to operate the facility at a steady state reactor core power level of 2900 megawatts thermal.

(2) Technical Specifications

The Technical Specifications contained in Appendix A, as revised through Amendment No. 209, and the Environmental Protection Plan contained in Appendix B, both of which are attached hereto are hereby incorporated in the license. ~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

(8) Detailed Control Room Design Review (DCRDR)

Deleted

(9) Safety Parameter Display System (SPDS)

Deleted

(10) Fire Protection Modifications (Section 9.5.1 of SER Supplement 6)

Deleted

(11) Additional Conditions

The Additional Conditions contained in Appendix D, as revised through Amendment No. ~~196XXX~~, are hereby incorporated into this license. ~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC shall operate the facility in accordance with the Additional Conditions.

(12) Steam Generator Surveillance Interval Extension

Deleted

(13) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
  - 1. Pre-defined coordinated fire response strategy and guidance
  - 2. Assessment of mutual aid fire fighting assets
  - 3. Designated staging areas for equipment and materials
  - 4. Command and control
  - 5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
  - 1. Protection and use of personnel assets
  - 2. Communications
  - 3. Minimizing fire spread
  - 4. Procedures for implementing integrated fire response strategy
  - 5. Identification of readily-available pre-staged equipment
  - 6. Training on integrated fire response strategy
  - 7. Spent fuel pool mitigation measures
- (c) Actions to minimize release to include consideration of:
  - 1. Water spray scrubbing
  - 2. Dose to onsite responders

- (2) The facility requires an exemption from the requirements of 10 CFR 50, Appendix J, Section III.D.2(b)(ii). The justification of this exemption is contained in Section 6.2.6 of Supplement 5 to the Safety Evaluation Report and modified by a letter dated July 26, 1995. The staff's environmental assessment was published on May 12, 1987 (52 FR 17651) and on June 9, 1995 (60 FR 30611). Therefore, pursuant to 10 CFR 50.12(a)(1) and 10 CFR 50.12(a)(2)(ii) and (iii), Beaver Valley Power Station, Unit 2 is exempt from the quoted requirements and instead, is required to perform the overall air lock leak test at pressure  $P_a$  before establishing containment integrity if air lock maintenance has been performed that could affect the air lock sealing capability. Local leak rate testing at a pressure of not less than  $P_a$  may be substituted for an overall air lock test where the design permits.

E. Physical Security

~~Energy Harbor Nuclear Corp.-Vistra Operations Company LLC~~ shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contains Safeguards Information protected under 10 CFR 73.21 is entitled: "Beaver Valley Power Station (BVPS) Physical Security Plan" submitted by letter September 9, 2004, and supplemented September 30, 2004, October 14, 2004, and May 12, 2006.

~~Energy Harbor Nuclear Corp.-Vistra Operations Company LLC~~ shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The Beaver Valley Power Station CSP was approved by License Amendment No. 174, and amended by License Amendment No. 183.

F. Fire Protection Program

Energy Harbor Nuclear Corp. shall implement and maintain in effect all provisions of the approved fire protection program that comply with 10 CFR 50.48(a) and 10 CFR 50.48(c) as specified in the license amendment request dated December 23, 2013, (as supplemented by letters dated February 14, 2014; April 27, May 27, June 26, November 6, and December 21, 2015; February 24 and May 12, 2016; and January 30, April 21, June 23, August 22, October 25, and November 29, 2017), and as approved in the safety evaluation dated January 22, 2018. Except where NRC approval for changes or deviations is required by 10 CFR 50.48(c), and provided no other regulation, technical specification, license condition, or requirement would require prior NRC approval, the licensee may make changes to the fire protection program without prior approval of the Commission if those changes satisfy the provisions set forth in 10 CFR 50.48(a) and 10 CFR 50.48(c), the change does not require a change to a technical specification or a license condition, and the criteria listed below are satisfied.



evaluation (with the exception of Items BV1-1633, BV1-2974, BV1-3060, BV1-3108, BV1-3109, BV2-1580, BV2-1622, BV2-1623, and BV2-1750, which are to be completed by the end of the second Unit 2 refueling outage after issuance of the safety evaluation).

G. Reporting to the Commission

DELETED

H. Financial Protection

The licensee shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.

I. License Renewal Commitments - The UFSAR supplement, as revised, submitted pursuant to 10 CFR 54.21(d), describes certain future activities to be completed prior to and/or during the period of extended operation. ~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC shall complete these activities in accordance with Appendix A of NUREG-1929, Safety Evaluation Report Related to the Beaver Valley Power Station, Units 1 and 2, dated October 2009, and Supplement 1 of NUREG-1929, dated October 2009, and shall notify the NRC in writing when activities to be completed prior to the period of extended operation are complete and can be verified by NRC inspection.

J. UFSAR Supplement Changes - The information in the UFSAR supplement, as revised, submitted pursuant to 10 CFR 54.21(d), shall be incorporated into the UFSAR as required by 10 CFR 50.71(e) following the issuance of this renewed operating license. Until that update is complete, ~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC may not make changes to the information in the supplement. Following incorporation into the UFSAR, the need for prior Commission approval of any changes will be governed by 10 CFR 50.59.

K. Capsule Withdrawal Schedule - For the renewed operating license term, all capsules in the reactor vessel that are removed and tested must meet the test procedures and reporting requirements of American Society for Testing and Materials (ASTM) E 185-82 to the extent practicable for the configuration of the specimens in the capsule. Any changes to the capsule withdrawal schedule, including spare capsules, must be approved by the NRC prior to implementation.

L. Containment Liner Volumetric Inspection -

a) If degradation (greater than 10 percent of the nominal thickness not attributable to fabrication/erection practices) is identified in the non-random areas examined using ultrasonic testing (UT) as described in Supplement 1 of NUREG-1929, UT examinations shall be performed at additional non-random areas, to be selected based on this operating experience. Should additional degradation be identified, additional non-random areas shall be UT examined until no further degradation (greater than 10 percent of the nominal thickness) is identified. All areas with degradation shall be reexamined over at least the next three successive inspection periods to ensure that progression of the degradation is not occurring.

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
83	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated September 9, 1996, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from April 14, 1997
87	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated March 14, 1997, as supplemented July 29 and August 13, 1997, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from December 10, 1997
88	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated September 11, 1997, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 30 days from January 20, 1998
98	The licensee commits to perform visual acceptance examinations of sleeve welds; post weld heat treatment of sleeve welds; and the NRC-recommended inspections of repaired tubes as described in the licensee's application dated March 10, 1997, as supplemented July 28, 1997, September 17, 1997, April 30, 1998, and January 29, 1999, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from March 26, 1999

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
102	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these Technical Specification requirements to the appropriate documents as described in the licensee's application dated December 24, 1998, as supplemented June 15, June 17, and July 7, 1999, and evaluated in the staff's evaluation attached to this amendment.	The amendment shall be implemented within 60 days from August 30, 1999
151	On the closing date(s) of the transfers to FENGenCo* of their interests in Beaver Valley Power Station, Unit No. 2, Pennsylvania Power Company, The Cleveland Electric Illuminating Company, Ohio Edison Company, and The Toledo Edison Company shall transfer to FENGenCo* all of each transferor's respective accumulated decommissioning funds for Beaver Valley Power Station, Unit No. 2, except for funds associated with the leased portions of Beaver Valley Power Station, Unit No. 2, and tender to FENGenCo* additional amounts equal to remaining funds expected to be collected in 2005, as represented in the application dated June 1, 2005, but not yet collected by the time of closing. All of the funds shall be deposited in a separate external trust fund for the reactor in the same amount as received with respect to the unit to be segregated from other assets of FENGenCo* and outside its administrative control, as required by NRC regulations, and FENGenCo* shall take all necessary steps to ensure that this external trust fund is maintained in accordance with the requirements of the order approving the transfer of the license and consistent with the safety evaluation supporting the order and in accordance with the requirements of 10 CFR Section 50.75, "Reporting and recordkeeping for decommissioning planning."	The amendment shall be implemented within 30 days from December 16, 2005

\* FirstEnergy Nuclear Generation Corp. (FENGenCo) has been renamed Energy Harbor Nuclear Generation LLC.

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
151	<p>By the date of closing of the transfer of the ownership interests in Beaver Valley Power Station, Unit No. 2 from Pennsylvania Power Company to FENGenCo*, FENGenCo* shall obtain a parent company guarantee from FirstEnergy in an initial amount of at least \$80 million (in 2005 dollars) to provide additional decommissioning funding assurance regarding such ownership interests. Required funding levels shall be recalculated annually and, as necessary, FENGenCo* shall either obtain appropriate adjustments to the parent company guarantee or otherwise provide any additional decommissioning funding assurance necessary for FENGenCo* to meet NRC requirements under 10 CFR 50.75.</p> <p>The Support Agreements described in the applications dated May 18, 2005 (up to \$80 million), and June 1, 2005 (up to \$400 million), shall be effective consistent with the representations contained in the applications. FENGenCo* shall take no action to cause FirstEnergy, or its successors and assigns, to void, cancel, or modify the Support Agreements without the prior written consent of the NRC staff, except, however, the \$80 million Support Agreement in connection with the transfer of the Pennsylvania Power Company interests may be revoked or rescinded if and when the \$400 million support agreement described in the June 1, 2005, application becomes effective. FENGenCo* shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than ten days after any funds are provided to FENGenCo* by FirstEnergy under either Support Agreement.</p>	The amendment shall be implemented within 30 days from December 16, 2005

\* FirstEnergy Nuclear Generation Corp. (FENGenCo) has been renamed Energy Harbor Nuclear Generation LLC.

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
161	<p><u>Schedule for New and Revised Surveillance Requirements (SRs)</u></p> <p>The schedule for performing SRs that are new or revised in Amendment No. 161 shall be as follows:</p> <p>For SRs that are new in this amendment, the first performance is due at the end of the first surveillance interval, which begins on the date of implementation of this amendment.</p> <p>For SRs that existed prior to this amendment, whose intervals of performance are being reduced, the first reduced surveillance interval begins upon completion of the first surveillance performed after implementation of this amendment.</p> <p>For SRs that existed prior to this amendment, whose intervals of performance are being extended, the first extended surveillance interval begins upon completion of the last surveillance performed prior to implementation of this amendment.</p> <p>For SRs that existed prior to this amendment that have modified acceptance criteria, the first performance subject to the modified acceptance criteria is due at the end of the first surveillance interval that began on the date the surveillance was last performed prior to the implementation of this amendment.</p>	<p>The amendment shall be implemented within 150 days from date of issuance</p>
161	<p><u>Relocation of Certain Technical Specification Requirements</u></p> <p>License Amendment No. 161 authorizes the relocation of certain Technical Specifications to other licensee-controlled documents. Implementation of this amendment shall include relocation of the requirements to the specified documents, as described in (1) Sections 4D and 4E of the NRC staff's Safety Evaluation, and (2) Table LA, Removed Detail Changes, and Table R, Relocated Specifications, attached to the NRC staff's Safety Evaluation, which is enclosed in this amendment.</p>	<p>The amendment shall be implemented within 150 days from date of issuance</p>

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
163	<p><u>Initial Performance of New Surveillance and Assessment Requirements</u></p> <p>Upon implementation of Amendment No. 163 adopting TSTF-448, Revision 3, the determination of control room envelope (CRE) unfiltered air inleakage as required by Surveillance Requirement (SR) 3.7.10.4, in accordance with Specification 5.5.14.c(i), the assessment of CRE habitability as required by Specification 5.5.14.c(ii), and the measurement of CRE pressure as required by Specification 5.5.14.d, shall be considered met. Following implementation:</p> <ul style="list-style-type: none"><li>(a) The first performance of SR 3.7.10.4, in accordance with Specification 5.5.14.c(i), shall be within the specified Frequency of 6 years, plus the 18-month allowance of SR 3.0.2, as measured from the date of the most recent successful tracer gas test, or within the next 18 months if the time period since the most recent successful tracer gas test is greater than 6 years.</li><li>(b) The first performance of the periodic assessment of CRE habitability, Specification 5.5.14.c(ii), shall be within 3 years, plus the 9-month allowance of SR 3.0.2, as measured from the date of the most recent successful tracer gas test, or within the next 9 months if the time period since the most recent successful tracer gas test is greater than 3 years.</li><li>(c) The first performance of the periodic measurement of CRE pressure, Specification 5.5.14.d, shall be within 18 months, plus the 138 days allowed by SR 3.0.2, as measured from the date of the most recent successful pressure measurement test.</li></ul>	<p>The amendment shall be implemented within 120 days from date of issuance</p>

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
187	<p>Based on the Commission's Order dated April 14, 2017, regarding the direct transfer from Ohio Edison Company (OE) and The Toledo Edison Company (TE) to FirstEnergy Nuclear Generation, LLC (FENGen), FENOC and FENGen shall comply with the following conditions noted Below.</p> <p>A. By June 1, 2017, OE and TE shall initiate the transfer to FENGen the accumulated decommissioning funds held by OE and TE for Beaver Valley Unit 2. All such funds shall be deposited and held in the FENGen nuclear decommissioning trust for Beaver Valley Unit 2 along with other funds maintained by FENGen for Beaver Valley Unit 2 and shall be maintained in such trust outside of FENGen's administrative control and in accordance with the requirements of 10 CFR 50.75(h)(1). Such transfer of the accumulated decommissioning funds by OE and TE shall be completed within a reasonable period of time.</p> <p>B. The Support Agreement in the amount of \$400 million from FirstEnergy Solutions Corp. (FES) described in the application dated June 24, 2016 shall be effective and consistent with the representations in the application. FENGen shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. FENGen shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to FENGen by FES under the terms of the Support Agreement.</p>	The amendment shall be implemented within 90 days from June 1, 2017

APPENDIX D  
ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
194	<p>Amendment Number 187 described a \$400 million Support Agreement between FirstEnergy Solutions Corp. (FES) and FirstEnergy Nuclear Generation, LLC (FENGen). However, the amendment did not clearly state that this Support Agreement superseded entirely a similar agreement between FirstEnergy Corp. and FirstEnergy Nuclear Generation Corp. (predecessor of FENGen).</p> <p>Based on the Commission's approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.</p> <p>A. The Support Agreement in the amount of \$400 million described in the application dated April 26, 2019 is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Energy Harbor Nuclear Generation LLC by Energy Harbor Corp. under the terms of the Support Agreement.</p>	<p>The amendment shall be implemented within 7 days from date of issuance</p>
196	<p>B. Deleted.</p> <p>C. Deleted</p>	
<u>XXX</u>	<p><u>Based on the Commission's approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.</u></p> <p><u>A. The Support Agreement in the amount of \$400 million described in the application dated April 14, 2023, is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Vistra Operations Company LLC under the terms of the Support Agreement.</u></p>	



APPENDIX B  
TO FACILITY OPERATING LICENSE NO. NPF-73  
BEAVER VALLEY POWER STATION  
UNIT 2

~~ENERGY HARBOR NUCLEAR CORP.~~ VISTRA OPERATIONS COMPANY LLC, ET AL

DOCKET NO. 50-412

ENVIRONMENTAL PROTECTION PLAN  
(NONRADIOLOGICAL)

AUGUST 1987

## 1.0 Objectives of the Environmental Protection Plan

The Environmental Protection Plan (EPP) is to provide for protection of nonradiological environmental values during operation of the Beaver Valley Power Station, Unit 2 (facility). The principal objectives of the EPP are as follows:

- (1) Verify that the facility is operated in an environmentally acceptable manner, as established by the Final Environmental Statement - Operating License Stage (FES-OL) and other NRC environmental impact assessments.
- (2) Coordinate NRC requirements and maintain consistency with other Federal, State, and local requirements for environmental protection.
- (3) Keep NRC informed of the environmental effects of facility construction and operation and of actions taken to control those effects.

Environmental concerns identified in the FES-OL (September 1985, NUREG-1094) which relate to water quality matters are regulated by way of the licensee's\* NPDES permit.

## 2.0 Environmental Protection Issues

In the FES-OL (NUREG-1094, September 1985), the staff considered the environmental impacts associated with the operation of the Beaver Valley Power Station, Unit 2. No aquatic/water quality, terrestrial, or noise issues were identified.

## 3.0 Consistency Requirements

### 3.1 Plant Design and Operation

The licensee may make changes in station design or operation or perform tests or experiments affecting the environment provided such activities do not involve an unreviewed environmental question and do not involve a change in the EPP\*. Changes in station design or operation or performance of tests or experiments which do not affect the environment are not subject to the requirements of this EPP. Activities governed by Section 3.3 are not subject to the requirements of this Section.

Before engaging in additional construction or operational activities which may significantly affect the environment, the licensee shall prepare and record an environmental evaluation of such activity. Activities are excluded from this requirement if all measurable nonradiological environmental effects are confined to the on-site areas previously disturbed during site preparation and plant construction. When the evaluation indicates that such activity involves an unreviewed environmental question, the licensee shall provide a written evaluation of such activity and obtain prior NRC approval. Such activity and change to the EPP may be implemented only in accordance with an appropriate license amendment as set forth in Section 5.3 of this EPP.

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\*"Licensee" refers to [Energy Harbor Nuclear Corp-Vistra Operations Company LLC](#), operator of the facility, and acting as agent for Energy Harbor Nuclear Generation LLC, owner of the facility.

UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D.C. 29555-0001

~~ENERGY HARBOR NUCLEAR CORP. VISTRA OPERATIONS COMPANY LLC~~  
ENERGY HARBOR NUCLEAR GENERATION LLC

DOCKET NO. 50-440  
PERRY NUCLEAR POWER, PLANT, UNIT NO. 1  
FACILITY OPERATING LICENSE

License No. NPF-58

1. The Nuclear Regulatory Commission (the Commission) has found that:
  - A. The application for license ~~filed by FirstEnergy Nuclear Operating Company (FENOC),<sup>1,2</sup> acting on its own behalf and as agent for FirstEnergy Nuclear Generation, LLC<sup>3</sup> (licensees)~~ complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's regulations set forth in 10 CFR Chapter I, and all required notifications to other agencies or bodies have been duly made;
  - B. Construction of the Perry Nuclear Power Plant, Unit No. 1 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-148 and the application, as amended, the provisions of the Act, and the regulations of the Commission;

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<sup>1</sup> ~~FirstEnergy Nuclear Operating Company has been renamed Energy Harbor Nuclear Corp.~~

<sup>2</sup> ~~Energy Harbor Nuclear Corp. is authorized to act as agent for Energy Harbor Nuclear Generation LLC and has exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.~~

<sup>3</sup> ~~FirstEnergy Nuclear Generation, LLC has been renamed Energy Harbor Nuclear Generation LLC.~~

- C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the regulations of the Commission (except as exempted from compliance in Section 2.D below);
  - D. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the Commission's regulations set forth in 10 CFR Chapter I (except as exempted from compliance in Section 2.D below);
  - E. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC is technically qualified to engage in the activities authorized by this license in accordance with the Commission's regulations set forth in 10 CFR Chapter I;
  - F. The licensees<sup>1</sup> have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
  - G. The issuance of this license will not be inimical to the common defense and security or to the health and safety of the public;
  - H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of this Facility Operating License No. NPF-58, subject to the conditions for protection of the environment set forth in the Environmental Protection Plan attached as Appendix B, is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied; and
  - I. The receipt, possession, and use of source, byproduct, and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70.
2. Based on the foregoing findings regarding this facility, the Partial-Initial Decisions issued December 2, 1983, and September 3, 1985, by the Atomic Safety and Licensing Board in regard to this facility (affirmed by ALAB-841, dated July 25, 1986) and pursuant to approval by the Nuclear Regulatory Commission at a meeting on November 7, 1986, Facility Operating License No. NPF-58, which supersedes the license for fuel loading and low power testing, License No. NPF-45, issued on March 18, 1986, is hereby issued to ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC (the licensees) to read as follows:
- A. The license applies to the Perry Nuclear Power Plant, Unit No. 1, a boiling water nuclear reactor and associated equipment (the facility), owned by Energy Harbor Nuclear Generation LLC (owner).

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<sup>1</sup> Vistra Operations Company LLC is authorized to act as agent for Energy Harbor Nuclear Generation LLC (collectively, the licensees).

The facility is located on the shore of Lake Erie in Lake County, Ohio, approximately 35 miles northeast of Cleveland, Ohio, and is described in the licensees' Final Safety Analysis Report, as supplemented and amended, and in the licensees' Environmental Report, as supplemented and amended.

B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:

- (1) ~~Energy Harbor Nuclear Corp.~~ [Vistra Operations Company LLC](#), pursuant to Section 103 of the Act and 10 CFR Part 50, to possess, use, and operate the facility at the designated location in Lake County, Ohio, in accordance with the procedures and limitations set forth in this license;
- (2) Energy Harbor Nuclear Generation LLC to possess the facility at the designated location in Lake County, Ohio, in accordance with the procedures and limitations set forth in this license;
- (3) ~~Energy Harbor Nuclear Corp.~~ [Vistra Operations Company LLC](#), pursuant to the Act and 10 CFR Part 70, to receive, possess, and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Final Safety Analysis Report, as supplemented and amended;
- (4) ~~Energy Harbor Nuclear Corp.~~ [Vistra Operations Company LLC](#), pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use at any time any byproduct, source, and special nuclear material such as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and fission detectors in amounts as required;
- (5) ~~Energy Harbor Nuclear Corp.~~ [Vistra Operations Company LLC](#), pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use in amounts as required any byproduct, source or special nuclear material without restriction as to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and
- (6) ~~Energy Harbor Nuclear Corp.~~ [Vistra Operations Company LLC](#), pursuant to the Act and 10 CFR Parts 30, 40, and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.
- (7) Deleted

C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company is authorized to operate the facility at reactor core power levels not in excess of 3758 megawatts thermal (100% power) in accordance with the conditions specified herein.

(2) Technical Specifications

The Technical Specifications contained in Appendix A and the Environmental Protection Plan contained in Appendix B, as revised through Amendment No. 199, are hereby incorporated into the license. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

(3) Antitrust Conditions

- a. Energy Harbor Nuclear Generation LLC shall comply with the antitrust conditions delineated in Appendix C to this license; Appendix C is hereby incorporated into this license.

- b. ~~Energy Harbor Nuclear Corp.-Vistra Operations Company LLC~~ shall comply with the antitrust conditions delineated in Appendix C to this license as if named therein. ~~Energy Harbor Nuclear Corp.-Vistra Operations Company LLC~~ shall not market or broker power or energy from the Perry Nuclear Power Plant, Unit No. 1. The Owner is responsible and accountable for the actions of ~~Energy Harbor Nuclear Corp.-Vistra Operations Company LLC~~ to the extent that said actions affect the marketing or brokering of power or energy from the Perry Nuclear Power Plant, Unit No. 1, and in any way, contravene the antitrust condition contained in the license.

(4) Deleted

(5) Deleted

(6) Fire Protection (Section 9.5, SER, SSER #1, 2, 3, 4, 7, and 8)

~~Energy Harbor Nuclear Corp.-Vistra Operations Company LLC~~ shall comply with the following requirements of the fire protection program: ~~Energy Harbor Nuclear Corp.-Vistra Operations Company LLC~~ shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report, as amended, for the Perry Nuclear Power Plant and as approved in the Safety Evaluation Report (NUREG-0887) dated May 1982 and Supplement Nos. 1 through 10 thereto, subject to the following provisions:

- a. ~~Energy Harbor Nuclear Corp.-Vistra Operations Company LLC~~ may make changes to the approved fire protection program without prior approval of the Commission only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.

(7) Deleted

(8) Deleted

(9) Deleted

(10) Deleted

(11) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the follow key areas:

- (a) Fire fighting response strategy with the following elements:
  1. Predefined coordinated fire response strategy and guidance
  2. Assessment of mutual aid fire fighting assets
  3. Designated staging areas for equipment and materials

- D. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC is exempted from: 1) the requirements of Section III.D.2(b)(ii), containment airlock testing requirements, Appendix J to 10 CFR Part 50, due to the special circumstance described in Section 6.2.6 of SER Supplement No. 7 authorized by 10 CFR 50.12(a)(2)(iii) and 2) the requirements of Section IV.F., Full Participation Exercise, of Appendix E to 10 CFR Part 50, due to the special circumstance described in the Exemption dated November 6, 1986. These exemptions are authorized by law, will not present an undue risk to the public health and safety, and are consistent with the common defense and security. The exemptions are hereby granted pursuant to 10 CFR 50.12. With the granting of these exemptions, the facility will operate, to the extent authorized herein, in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission.
- E. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall fully implement and maintain in effect all provision of the Commission-approved physical security, training and qualification, and safeguards contingency plans, including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (61 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21, is entitled: "Perry Nuclear Power Plant Physical Security Plan" Revision 2, submitted by letter dated May 18, 2006.
- ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The ~~Energy Harbor Nuclear Corp.~~CSP was approved by License Amendment No. 158, and amended by License Amendment No. 167.
- F. Deleted
- G. The licensees shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1964, as amended, to cover public liability claims.



C. Deleted

4. Based on the Commission's approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.
  - A. The Support Agreement in the amount of \$400 million described in the application dated ~~April 26, 2019~~April 14, 2023 is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Energy Harbor Nuclear Generation LLC by ~~Energy Harbor Corp.~~Vistra Operations Company LLC under the terms of the Support Agreement.

FOR THE NUCLEAR REGULATORY COMMISSION

ORIGINAL SIGNED BY:

Harold R. Denton, Director  
Office of Nuclear Reactor Regulation

Attachments/Appendices

1. Attachments 1-2
2. Appendix A - Technical Specifications  
(NUREG-1204)
3. Appendix B - Environmental Protection  
Plan
4. Appendix C - Antitrust Conditions

Date of Issuance: November 13, 1986

APPENDIX C

PERRY NUCLEAR POWER PLANT, UNIT NO. 1

NPF-58

ANTITRUST CONDITIONS

FOR

ENERGY HARBOR NUCLEAR GENERATION VISTRA OPERATIONS COMPANY LLC

A. The licensees are subject to the following antitrust conditions:

Definitions

Applicant shall mean the company listed above.

Entity shall mean any electric generation and/or distribution system or municipality or cooperative with a statutory right or privilege to engage in either of these functions.

Wheeling shall mean transportation of electricity by a utility over its lines for another utility, including the receipt from and delivery to another system of like amounts but not necessarily the same energy. Federal Power Commission, The 1970 National Power Survey, Part 1, P. 1-24-B.

Licensing Conditions

- (1) Applicant shall not condition the sale or exchange of wholesale power or coordination services upon the condition that any other entity:
  - (a) enter into any agreement or understanding restricting the use of or alienation of such energy or services to any customers or territories;
  - (b) enter into any agreement or understanding requiring the receiving entity to, give up any other power supply alternatives or to deny itself any market opportunities;
  - (c) withdraw any petition to intervene or forego participation in any proceeding before the Nuclear Regulatory Commission or refrain from instigating or prosecuting any antitrust action in any other forum.

UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D.C. 20555-0001

~~ENERGY HARBOR NUCLEAR CORP. Vistra Operations Company LLC~~

AND

ENERGY HARBOR NUCLEAR GENERATION LLC

DOCKET NO. 50-346

DAVIS-BESSE NUCLEAR POWER STATION, UNIT NO. 1

RENEWED FACILITY OPERATING LICENSE

Renewed License No. NPF-3

1. The Nuclear Regulatory Commission (the Commission) having found that:
  - A. The application for renewed license ~~filed by FirstEnergy Nuclear Operating Company (FENOC),<sup>1-2</sup> acting on its own behalf and as agent for FirstEnergy Nuclear Generation, LLC<sup>3</sup> (licensees)~~, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter I and all required notifications to other agencies or bodies have been duly made;
  - B. Construction of the Davis-Besse Nuclear Power Station, Unit No. 1 (the facility) has been substantially completed in conformity with Construction Permit No. CPPR-80 and the application, as amended, the provisions of the Act and the rules and regulations of the Commission;
  - C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission;

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<sup>1</sup> ~~FirstEnergy Nuclear Operating Company has been renamed Energy Harbor Nuclear Corp.~~

<sup>2</sup> ~~Energy Harbor Nuclear Corp. is authorized to act as agent for Energy Harbor Nuclear Generation LLC and has exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.~~

<sup>3</sup> ~~FirstEnergy Nuclear Generation, LLC has been renamed Energy Harbor Nuclear Generation LLC.~~

- 1.D. There is reasonable assurance: (i) that the activities authorized by this renewed operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
- E. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC is technically qualified and the licensees<sup>1</sup> are financially qualified to engage in the activities authorized by this renewed operating license in accordance with the rules and regulations of the Commission;
- F. The licensees have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
- G. The issuance of this renewed operating license will not be inimical to the common defense and security or to the health and safety of the public;
- H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of Renewed Facility Operating License No. NPF-3 subject to the conditions for protection of the environment set forth herein is in accordance with 10 CFR Part 51 (formerly Appendix D to 10 CFR Part 50), of the Commission's regulations and all applicable requirements have been satisfied;
- I. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this renewed license will be in accordance with the Commission's regulations in 10 CFR Part 30, 40, and 70, including 10 CFR Sections 30.33, 40.32, 70.23, and 70.31; and
- J. Actions have been identified and have been or will be taken with respect to (1) managing the effects of aging during the period of extended operation on the functionality of structures and components that have been identified to require review under 10 CFR 54.21(a)(1), and (2) time-limited aging analyses that have been identified to require review under 10 CFR 54.21(c), such that there is reasonable assurance that the activities authorized by the renewed operating license will continue to be conducted in accordance with the current licensing basis, as defined in 10 CFR 54.3, for the facility, and that any changes made to the facility's current licensing basis in order to comply with 10 CFR 54.29(a) are in accordance with the Act and the Commission's regulations.
2. Renewed Facility Operating License No. NPF-3 is hereby issued to ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC to read as follows:
- A. This renewed license applies to the Davis-Besse Nuclear Power Station, Unit No. 1, a pressurized water nuclear reactor and associated equipment

<sup>1</sup> Vistra Operations Company LLC is authorized to act as agent for Energy Harbor Nuclear Generation LLC (collectively, the licensees).

2.B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:

- (1) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to Section 103 of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," to possess, use, and operate the facility;
- (2) Energy Harbor Nuclear Generation LLC, to possess the facility at the designated location in Ottawa County, Ohio in accordance with the procedures and limitations set forth in this renewed license;
- (3) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to the Act and 10 CFR Part 70, to receive, possess and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Final Safety Analysis Report, as supplemented and amended;
- (4) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70 to receive, possess and use at any time any byproduct, source and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
- (5) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use in amounts as required any byproduct, source or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and
- (6) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30 and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.

2.C. This renewed license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter I: Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Sections 50.54 and 50.59 of Part 50, and Section 70.32 of Part 70; and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC is authorized to operate the facility at steady state reactor core power levels not in excess of 2817 megawatts (thermal). Prior to attaining the power level, Toledo Edison Company shall comply with the conditions identified in Paragraph (3) (o) below and complete the preoperational tests, startup tests and other items identified in Attachment 2 to this license in the sequence specified. Attachment 2 is an integral part of this renewed license.

(2) Technical Specifications

The Technical Specifications contained in Appendix A, as revised through Amendment No. 303, are hereby incorporated in the renewed license. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall operate the facility in accordance with the Technical Specifications.

(3) Additional Conditions

The matters specified in the following conditions shall be completed to the satisfaction of the Commission within the stated time periods following the issuance of the renewed license or within the operational restrictions indicated. The removal of these conditions shall be made by an amendment to the renewed license supported by a favorable evaluation by the Commission:

- (a) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall not operate the reactor in operational Modes 1 and 2 with less than three reactor coolant pumps in operation.
- (b) Deleted per Amendment 6
- (c) Deleted per Amendment 5

- 2.C(3)(d) Prior to operation beyond 32 Effective Full Power Years, ~~Energy Harbor Nuclear Corp.~~ Vistra Operations Company LLC shall provide to the NRC a reanalysis and proposed modifications, as necessary, to ensure continued means of protection against low temperature reactor coolant system overpressure events.
- (e) Deleted per Amendment 33
- (f) Deleted per Amendment 33
- (g) Deleted per Amendment 33
- (h) Deleted per Amendment 24
- (i) Deleted per Amendment 11
- (j) Revised per Amendment 3  
Deleted per Amendment 28
- (k) Within 60 days of startup following the first (1st) regularly scheduled refueling outage, Toledo Edison Company shall complete tests and obtain test results as required by the Commission to verify that faults on non-Class IE circuits would not propagate to the Class IE circuits in the Reactor Protection System and the Engineered Safety Features Actuation System.
- (l) Revised per Amendment 7  
Deleted per Amendment 15
- (m) Deleted per Amendment 7
- (n) Deleted per Amendment 10
- (o) Deleted per Amendment 2
- (p) Deleted per Amendment 29
- (q) Deleted per Amendment 7
- (r) Deleted per Amendment 30
- (s) Toledo Edison Company shall be exempted from the requirements of Technical Specification 3/4.7.8.1 for the two (2) Americium-Beryllium-Copper startup sources to be installed or already installed for use during the first refueling cycle until such time as the sources are replaced.
- (t) Added per Amendment 83  
Deleted per Amendment 122

2.C(4) Fire Protection

~~Energy Harbor Nuclear Corp-Vistra Operations Company LLC~~ shall implement and maintain in effect all provisions of the approved fire protection program that comply with 10 CFR 50.48(a) and 10 CFR 50.48(c), as specified in the license amendment request dated December 16, 2015, as supplemented by letters dated February 2, March 7, July 28, and December 16, 2016; January 17, June 16, and May 13, 2019, and as approved by Amendment No. 298. Except where NRC approval for changes or deviations is required by 10 CFR 50.48(c), and provided no other regulation, technical specification, license condition or requirement would require prior NRC approval, the licensee may make changes to the fire protection program without prior approval of the Commission if those changes satisfy the provisions set forth in 10 CFR 50.48(a) and 10 CFR 50.48(c), the changes does not require a change to a technical specification or a license condition, and the criteria listed below are satisfied.

Risk-Informed Changes that May Be Made Without Prior NRC Approval

A risk assessment of the change must demonstrate that the acceptance criteria below are met. The risk assessment approach, methods, and data shall be acceptable to the NRC and shall be appropriate for the nature and scope of the change being evaluated; be based on the as-built, as-operated, and maintained plant; and reflect the operating experience at the plant. Acceptable methods to assess the risk of the change may include methods that have been used in the peer-reviewed fire probabilistic risk assessment model, methods that have been approved by the NRC through a plant-specific license amendment or NRC approvals of generic methods specifically for use in NFPA 805 risk impact.

- (a) Prior NRC review and approval is not required for changes that clearly result in a decrease in risk. The proposed change must also be consistent with the defense-in-depth philosophy and must maintain sufficient safety margins. The change may be implemented following completion of the plant change evaluation.
- (b) Prior NRC review and approval is not required for individual changes that result in a risk increase less than  $10^{-7}$ /year for core damage frequency and less than  $10^{-8}$ /year for large early release frequency. The proposed change must also be consistent with the defense-in-depth philosophy and must maintain sufficient safety margins. The change may be implemented following completion of the plant change evaluation.



(2) Fire Protection Program Changes that Have No More than Minimal Risk Impact

Prior NRC review and approval are not required for changes to the licensee's fire protection program that have been demonstrated to have no more than a minimal risk impact. The licensee may use its screening process, as approved by Amendment No. 298, to determine that certain fire protection program changes meet the minimal criterion. The licensee shall ensure that fire protection defense-in-depth and safety margins are maintained when changes are made to the fire protection program.

Transition License Conditions

- (1) Before achieving full compliance with 10 CFR 50.48(c), as specified by (2) and (3) below, risk-informed changes to the licensee's fire protection program may not be made without prior NRC review and approval unless the change has been demonstrated to have no more than a minimal risk impact, as described in (2) above.
- (2) The licensee shall implement the modification described in Attachment S, Table S-1, "Plant Modifications Committed," to the FENOC letter dated November 20, 2018, within 2 years following issuance of the license amendment. The licensee shall maintain appropriate compensatory measures in place until completion of this modification.
- (3) The licensee shall implement the items listed in Attachment S, Table S-2, "Implementation Items," to the FENOC letter dated November 20, 2018, within 2 years following issuance of the license amendment.
- (5) Deleted per Amendment No. 279.
- (6) Antitrust Conditions

~~Energy Harbor Nuclear Corp. Vistra Operations Company LLC~~ and Energy Harbor Nuclear Generation LLC shall comply with the antitrust conditions delineated in Condition 2.E of this renewed license as if named therein. ~~Energy Harbor Nuclear Corp. Vistra Operations Company LLC~~ shall not market or broker power or energy from the Davis-Besse Nuclear Power Station, Unit No. 1. Energy Harbor Nuclear Generation LLC is responsible and accountable for the actions of ~~Energy Harbor Nuclear Corp. Vistra Operations Company LLC~~ to the extent that said actions affect the marketing or brokering of power or energy from the Davis-Besse Nuclear Power Station, Unit No. 1, and in any way, contravene the antitrust license conditions contained in the renewed license.

2.C(7) Steam Generator Tube Circumferential Crack Report

Following each inservice inspection of steam generator tubes, the NRC shall be notified by ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC of the following prior to returning the steam generators to service:

- a. Indications of circumferential cracking inboard of the roll repair.
- b. Indication of circumferential cracking in the original roll or heat affected zone adjacent to the tube-to-tubesheet seal weld if no reroll is present.
- c. Determination of the best-estimate total leakage that would result from an analysis of the limiting LBLOCA based on circumferential cracking in the original tube-to-tubesheet rolls, tube-to-tubesheet reroll repairs, and heat affected zones of seal welds as found during each inspection.

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall demonstrate by evaluation that the primary-to-secondary leakage following a LBLOCA, if any, as described in Appendix A to topic Report BAW-2374, July 2000, continues to be acceptable, based on the as-found condition of the steam generators. For the purpose of this evaluation, acceptable means that a best estimate of the leakage expected in the event of a LBLOCA would not result in a significant increase of radionuclide release (e.g., in excess of 10 CFR Part 100 limits). This is required to demonstrate that adequate margin and defense-in-depth continue to be maintained. A written summary of this evaluation shall be provided to the NRC within three months following completion of the steam generator tube inservice inspection.

2.C(8) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions that include the follow key area:

- (a) Fire fighting response strategy with the following elements:
  1. Predefined coordinated fire response strategy and guidance
  2. Assessment of mutual aid fire fighting assets
  3. Designated staging areas for equipment and materials
  4. Command and control
  5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
  1. Protection and use of personnel assets
  2. Communications
  3. Minimizing fire spread
  4. Procedures for implementing integrated fire response strategy
  5. Identification of readily-available pre-staged equipment
  6. Training on integrated fire response strategy
  7. Spent fuel pool mitigation measures
- (c) Actions to minimize release to include consideration of:

1. Water spray scrubbing
2. Dose to onsite responders

2.D. ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21, is entitled: "Davis-Besse Nuclear Power Station Physical Security Plan, Training and Qualification Plan, and Safeguards Contingency Plan Revision 4," submitted by letter dated May 18, 2006.

~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The ~~Energy Harbor Nuclear Corp.~~ CSP was approved by License Amendment No. 283 and is amended by License Amendment No. 290.

E. This license is subject to the following antitrust conditions:

#### Definitions

Entity shall mean any electric generation and/or distribution system or municipality or cooperative with a statutory right or privilege to engage in either of these functions.

Wheeling shall mean transportation of electricity by a utility over its lines for another utility, including the receipt from and delivery to another system of like amounts but not necessarily the same energy. Federal Power Commission, The 1970 National Power Survey, Part 1, p. I-24-8.

#### License Conditions Approved By the Atomic Safety and Licensing Appeal Board\*

- (1) Applicants shall not condition the sale or exchange of wholesale power or coordination services upon the condition that any other entity:
  - (a) enter into any agreement or understanding restricting the use of or alienation of such energy or services to any customers or territories;

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\* "Applicants" as used by the Appeal Board refers to the Toledo Edison Company, Cleveland Electric Illuminating Company, Duquesne Light Company, Ohio Edison Company and Pennsylvania Power Company although none of these entities are currently Licensees for this facility.

2.F. This renewed license is subject to the following additional conditions for the protection of the environment:

- (1) ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall operate Davis-Besse Unit No. 1 within applicable Federal and State air and water quality standards.
- (2) Before engaging in an operational activity not evaluated by the Commission, ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC will prepare and record an environmental evaluation of such activity. When the evaluation indicates that such activity may result in a significant adverse environmental impact that was not evaluated, or that is significantly greater than that evaluated in the Final Environmental Statement, ~~Energy Harbor Nuclear Corp.~~Vistra Operations Company LLC shall provide a written evaluation of such activities and obtain prior approval of the Director, Office of Nuclear Reactor Regulation for the activities.

- B. The Support Agreement in the amount of \$400 million described in the application dated ~~April 26, 2019~~April 14, 2023 is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than ten days after any funds are provided to Energy Harbor Nuclear Generation LLC by ~~Energy Harbor Corp.~~Vistra Operations Company LLC under the Support Agreement.

FOR THE NUCLEAR REGULATORY COMMISSION

Original Signed by  
**William M. Dean**  
William M. Dean, Director  
Office of Nuclear Reactor Regulation

Attachments:

1. Appendix A - Technical Specifications
2. Preoperational Tests, Startup Tests and Other Items Which Must Be Completed Prior to Proceeding to Succeeding Operational Modes

Date of Issuance: December 8, 2015

TXX-23019  
L-23-095

Enclosure 1  
Exhibit I

**Exhibit I**

**EH Facilities Operating Licenses (Clean Pages)**

**UNITED STATES**  
**NUCLEAR REGULATORY COMMISSION**  
WASHINGTON, D.C. 20555-0001

VISTRA OPERATIONS COMPANY LLC

ENERGY HARBOR NUCLEAR GENERATION LLC

DOCKET NO. 50-334

BEAVER VALLEY POWER STATION, UNIT NO. 1

RENEWED FACILITY OPERATING LICENSE

License No. DPR-66

1. The Nuclear Regulatory Commission (the Commission) having found that:
  - A. The application to renew Facility Operating License No. DPR-66 complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter 1, and all required notifications to other agencies or bodies have been duly made;
  - B. Construction of the Beaver Valley Power Station, Unit No. 1 (facility), has been substantially completed in conformity with Construction Permit No. CPPR-75 and the application, as amended, the provisions of the Act and the rules and regulations of the Commission;
  - C. The facility will operate in conformity with the application, the provisions of the Act, and the rules and regulations of the Commission;
  - D. There is reasonable assurance: (i) that the activities authorized by this renewed operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
  - E. Vistra Operations Company LLC is technically qualified and the licensees\* are financially qualified to engage in the activities authorized by this renewed operating license in accordance with the rules and regulations of the Commission;
  - F. The licensees have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;

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\* Vistra Operations Company LLC is authorized to act as agent for Energy Harbor Nuclear Generation LLC (collectively, the licensees) and has exclusive responsibility and control over the physical construction, operation, and maintenance of the facility.



- G. The issuance of this renewed operating license will not be inimical to the common defense and security or to the health and safety of the public;
  - H. After weighing the environmental, economic, technical and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of Renewed Facility Operating License No. DPR-66 is in accordance with 10 CFR Part 51 (formerly Appendix D of 10 CFR Part 50) of the Commission's regulations and all applicable requirements have been satisfied; and
  - I. The receipt, possession, and use of source, by-product, and special nuclear material as authorized by this renewed operating license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70, including 10 CFR Sections 30.33, 40.32, 70.23, and 70.31.
  - J. Actions have been identified and have been or will be taken with respect to: (1) managing the effects of aging on the functionality of structures and components that have been identified to require review under 10 CFR 54.21(a)(1) during the period of extended operation, and (2) time-limited aging analyses that have been identified to require review under 10 CFR 54.21(c), such that there is reasonable assurance that the activities authorized by this renewed operating license will continue to be conducted in accordance with the current licensing basis, as defined in 10 CFR 54.3 for the facility, and that any changes made to the facility's current licensing basis in order to comply with 10 CFR 54.29(a) are in accordance with the Act and the Commission's regulations;
2. Renewed Facility Operating License No. DPR-66 is hereby issued to Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC to read as follows:
- A. This renewed license applies to the Beaver Valley Power Station, Unit No. 1, a pressurized water nuclear reactor and associated equipment (the facility), owned by Energy Harbor Nuclear Generation LLC, and operated by Vistra Operations Company LLC. The facility is located in Beaver County, Pennsylvania, on the southern shore of the Ohio River, and is described in the "Updated Final Safety Analysis Report" as supplemented and amended and the Environmental Report as supplemented and amended.
  - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
    - (1) Vistra Operations Company LLC, pursuant to Section 104b of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," to possess, use, and operate the facility, and Energy Harbor Nuclear Generation LLC to possess the facility at the designated location in Beaver County, Pennsylvania in accordance with the procedures and limitations set forth in this renewed license;
    - (2) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Part 70, to receive, possess, and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Updated Final Safety Analysis Report, as supplemented and amended;

- (3) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use at any time any byproduct, source and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
- (4) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use in amounts as required any byproduct, source, or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components;
- (5) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.

C. This renewed operating license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter 1: Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Sections 50.54 and 50.59 of Part 50, and Section 70.32 of Part 70; and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

Vistra Operations Company LLC is authorized to operate the facility at a steady state reactor core power level of 2900 megawatts thermal.

(2) Technical Specifications

The Technical Specifications contained in Appendix A, as revised through Amendment No. 319, are hereby incorporated in the license. The licensee shall operate the facility in accordance with the Technical Specifications.

(3) Auxiliary River Water System

(Deleted by Amendment No. 8)

(3) Less Than Three Loop Operation

Deleted per License Amendment No. 239.

(4) Steam Generator Water Rise Rate

Deleted per License Amendment No. 24.

(5) Fire Protection Program

Vistra Operations Company LLC shall implement and maintain in effect all provisions of the approved fire protection program that comply with 10 CFR 50.48(a) and 10 CFR 50.48(c), as specified in the license amendment request dated December 23, 2013 (as supplemented by letters dated February 14, 2014; April 27, May 27, June 26, November 6, and December 21, 2015; February 24 and May 12, 2016; and January 30, April 21, June 23, August 22, October 25, and November 29, 2017), and as approved in the safety evaluation dated January 22, 2018. Except where NRC approval for changes or deviations is required by 10 CFR 50.48(c), and provided no other regulation, technical specification, license condition, or requirement would require prior NRC approval, the licensee may make changes to the fire protection program without prior approval of the Commission if those changes satisfy the provisions set forth in 10 CFR 50.48(a) and 10 CFR 50.48(c), the change does not require a change to a technical specification or a license condition, and the criteria listed below are satisfied.

(a) Risk-Informed Changes that May Be Made Without Prior NRC Approval

A risk assessment of the change must demonstrate that the acceptance criteria below are met. The risk assessment approach, methods, and data shall be acceptable to the NRC and shall be appropriate for the nature and scope of the change being evaluated; be based on the as-built, as-operated, and maintained plant; and reflect the operating experience at the plant. Acceptable methods to assess the risk of the change may include methods that have been used in the peer-reviewed fire PRA model, methods that have been approved by NRC through a plant-specific license amendment or NRC approval of generic methods specifically for use in NFPA 805 risk assessments, or methods that have been demonstrated to bound the risk impact.

1. Prior NRC review and approval is not required for a change that results in a net decrease in risk. The proposed change must also be consistent with the defense-in-depth philosophy and must maintain sufficient safety margins. The change may be implemented following completion of the plant change evaluation.

2. Fire Protection Program Changes that Have No More than Minimal Risk Impact

Prior NRC review and approval are not required for changes to the licensee's fire protection program that have been demonstrated to have no more than a minimal risk impact. The licensee may use its screening process as approved in the NRC SE dated January 22, 2018, to determine that certain fire protection program changes meet the minimal criterion. The licensee shall ensure that fire protection defense-in-depth and safety margins are maintained when changes are made to the fire protection program.

(c) Transition License Conditions

1. Before achieving full compliance with 10 CFR 50.48(c), as specified by (2) below, risk-informed changes to the licensee's fire protection program may not be made without prior NRC review and approval unless the change has been demonstrated to have no more than a minimal risk impact, as described in (2) above.
2. The licensee shall implement the Unit 1 modifications to its facility, as described in Attachment S, Table S-2, "Plant Modifications Committed," in FENOC letter L-17-122, dated April 21, 2017, to complete the transition to full compliance with 10 CFR 50.48(c), by the completion of the second Unit 1 refueling outage after issuance of the safety evaluation. The licensee shall maintain appropriate compensatory measures in place until completion of these modifications.
3. The licensee shall implement the items listed in Attachment S, Table S-3, "Implementation Items," of FENOC letter L-17-268, dated August 22, 2017, by 12 months after issuance of the safety evaluation (with the exception of Items BV1-1633, BV1-2974, BV1-3060, BV1-3108, BV1- 3109, BV2-1580, BV2-1622, BV2-1623, and BV2-1750, which are to be completed by the end of the second Unit 2 refueling outage after issuance of the safety evaluation).

(6) Systems Integrity

Vistra Operations Company LLC shall implement a program to reduce leakage from systems outside containment that would or could contain highly radioactive fluids during a serious transient or accident to as low as practical levels. This program shall include the following:

1. Provisions establishing preventive maintenance and periodic visual inspection requirements, and
2. Integrated leak test requirements for each system at a frequency not to exceed refueling cycle intervals.

(7) Iodine Monitoring

Vistra Operations Company LLC shall implement a program which will ensure the capability to accurately determine the airborne iodine concentration in vital areas under accident conditions. This program shall include the following:

1. Training of personnel,
2. Procedures for monitoring, and
3. Provisions for maintenance of sampling and analysis equipment.

(8) Backup Method for Determining Subcooling Margin

Vistra Operations Company LLC shall implement a program which will ensure the capability to accurately monitor the Reactor Coolant System subcooling margin. This program shall include the following:

1. Training of personnel, and
2. Procedures for monitoring.

(9) Steam Generator Surveillance Interval Extension

Deleted per License Amendment No. 278.

(10) Additional Conditions

The Additional Conditions contained in Appendix C, as revised through Amendment No. , are hereby incorporated into this license. Vistra Operations Company LLC shall operate the facility in accordance with the Additional Conditions.

(11) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
  1. Pre-defined coordinated fire response strategy and guidance
  2. Assessment of mutual aid fire fighting assets
  3. Designated staging areas for equipment and materials
  4. Command and control
  5. Training of response personnel

(b) Operations to mitigate fuel damage considering the following:

1. Protection and use of personnel assets
2. Communications
3. Minimizing fire spread
4. Procedures for implementing integrated fire response strategy
5. Identification of readily-available pre-staged equipment
6. Training on integrated fire response strategy
7. Spent fuel pool mitigation measures

(c) Actions to minimize release to include consideration of:

1. Water spray scrubbing
2. Dose to onsite responders

D. Physical Protection

Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contains Safeguards Information protected under 10 CFR 73.21 is entitled: "Beaver Valley Power Station (BVPS) Physical Security Plan" submitted by letter September 9, 2004, and supplemented September 30, 2004, October 14, 2004, and May 12, 2006.

Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The Beaver Valley Power Station CSP was approved by License Amendment No. 287, and amended by License Amendment No. 295.

E. All work and activities in connection with this project shall be performed pursuant to the provisions of the Commonwealth of Pennsylvania Clean Streams Acts of June 24, 1913, as amended and of June 22, 1937, as amended, and in accordance with all permits issued by the Department of Environmental Resources of the Commonwealth of Pennsylvania.

F. License Renewal Commitments – The UFSAR supplement, as revised, submitted pursuant to 10 CFR 54.21(d), describes certain future activities to be completed prior to and/or during the period of extended operation. Vistra Operations Company LLC shall complete these activities in accordance with Appendix A of NUREG-1929, Safety Evaluation Report Related to the Beaver Valley Power Station, Units 1 and 2, dated October 2009, and Supplement 1 of NUREG-1929, dated October 2009, and shall notify the NRC in writing when activities to be completed prior to the period of extended operation are complete and can be verified by NRC inspection.

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
202	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated September 9, 1996, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from April 14, 1997
209	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated March 14, 1997, as supplemented July 29 and August 13, 1997, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from December 10, 1997
210	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated September 11, 1997, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 30 days from January 20, 1998

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
225	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these Technical Specification requirements to the appropriate documents as described in the licensee's application dated December 24, 1998, as supplemented June 15, June 17, and July 7, 1999, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from August 30, 1999
269	On the closing date(s) of the transfers to FENGenCo* of their interests in Beaver Valley Power Station, Unit No. 1, Pennsylvania Power Company and Ohio Edison Company shall transfer to FENGenCo* all of each transferor's respective accumulated decommissioning funds for Beaver Valley Power Station, Unit No. 1, and tender to FENGenCo* additional amounts equal to remaining funds expected to be collected in 2005, as represented in the application dated June 1, 2005, but not yet collected by the time of closing. All of the funds shall be deposited in a separate external trust fund for the reactor in the same amount as received with respect to the unit to be segregated from other assets of FENGenCo* and outside its administrative control, as required by NRC regulations, and FENGenCo* shall take all necessary steps to ensure that this external trust fund is maintained in accordance with the requirements of the order approving the transfer of the license and consistent with the safety evaluation supporting the order and in accordance with the requirements of 10 CFR Section 50.75, "Reporting and recordkeeping for decommissioning planning."	The amendment shall be implemented within 30 days from December 16, 2005

\* FirstEnergy Nuclear Generation Corp. (FENGenCo) has been renamed Energy Harbor Nuclear Generation LLC.



APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
269	<p>By the date of closing of the transfer of the ownership interests in Beaver Valley Power Station, Unit No. 1 from Pennsylvania Power Company to FENGenCo*, FENGenCo* shall obtain a parent company guarantee from FirstEnergy in an initial amount of at least \$80 million (in 2005 dollars) to provide additional decommissioning funding assurance regarding such ownership interests. Required funding levels shall be recalculated annually and, as necessary, FENGenCo* shall either obtain appropriate adjustments to the parent company guarantee or otherwise provide any additional decommissioning funding assurance necessary for FENGenCo* to meet NRC requirements under 10 CFR 50.75.</p> <p>The Support Agreements described in the applications dated May 18, 2005 (up to \$80 million), and June 1, 2005 (up to \$400 million), shall be effective consistent with the representations contained in the applications. FENGenCo* shall take no action to cause FirstEnergy, or its successors and assigns, to void, cancel, or modify the Support Agreements without the prior written consent of the NRC staff, except, however, the \$80 million Support Agreement in connection with the transfer of the Pennsylvania Power Company interests may be revoked or rescinded if and when the \$400 million support agreement described in the June 1, 2005, application becomes effective. FENGenCo* shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than ten days after any funds are provided to FENGenCo* by FirstEnergy under either Support Agreement.</p>	The amendment shall be implemented within 30 days from December 16, 2005

\* FirstEnergy Nuclear Generation Corp. (FENGenCo) has been renamed Energy Harbor Nuclear Generation LLC.

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
278	<p><u>Schedule for New and Revised Surveillance Requirements (SRs)</u></p> <p>The schedule for performing SRs that are new or revised in Amendment No. 278 shall be as follows:</p> <p>For SRs that are new in this amendment, the first performance is due at the end of the first surveillance interval, which begins on the date of implementation of this amendment.</p> <p>For SRs that existed prior to this amendment, whose intervals of performance are being reduced, the first reduced surveillance interval begins upon completion of the first surveillance performed after implementation of this amendment.</p> <p>For SRs that existed prior to this amendment, whose intervals of performance are being extended, the first extended surveillance interval begins upon completion of the last surveillance performed prior to implementation of this amendment.</p> <p>For SRs that existed prior to this amendment that have modified acceptance criteria, the first performance subject to the modified acceptance criteria is due at the end of the first surveillance interval that began on the date the surveillance was last performed prior to the implementation of this amendment.</p>	<p>The amendment shall be implemented within 150 days from date of issuance</p>
278	<p><u>Relocation of Certain Technical Specification Requirements</u></p> <p>License Amendment No. 278 authorizes the relocation of certain Technical Specifications to other licensee-controlled documents. Implementation of this amendment shall include relocation of the requirements to the specified documents, as described in (1) Sections 4D and 4E of the NRC staff's Safety Evaluation, and (2) Table LA, Removed Detail Changes, and Table R, Relocated Specifications, attached to the NRC staff's Safety Evaluation, which is enclosed in this amendment.</p>	<p>The amendment shall be implemented within 150 days from date of issuance</p>

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
281	<u>Initial Performance of New Surveillance and Assessment Requirements</u>  Upon implementation of Amendment No. 281 adopting TSTF-448, Revision 3, the determination of control room envelope (CRE) unfiltered air inleakage as required by Surveillance Requirement (SR) 3.7.10.4, in accordance with Specification 5.5.14.c(i), the assessment of CRE habitability as required by Specification 5.5.14.c(ii), and the measurement of CRE pressure as required by Specification 5.5.14.d, shall be considered met. Following implementation:  (a) The first performance of SR 3.7.10.4, in accordance with Specification 5.5.14.c(i), shall be within the specified Frequency of 6 years, plus the 18-month allowance of SR 3.0.2, as measured from the date of the most recent successful tracer gas test, or within the next 18 months if the time period since the most recent successful tracer gas test is greater than 6 years.  (b) The first performance of the periodic assessment of CRE habitability, Specification 5.5.14.c(ii), shall be within 3 years, plus the 9-month allowance of SR 3.0.2, as measured from the date of the most recent successful tracer gas test, or within the next 9 months if the time period since the most recent successful tracer gas test is greater than 3 years.  (c) The first performance of the periodic measurement of CRE pressure, Specification 5.5.14.d, shall be within 18 months, plus the 138 days allowed by SR 3.0.2, as measured from the date of the most recent successful pressure measurement test.	The amendment shall be implemented within 120 days from date of issuance

APPENDIX C

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. DPR-66

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
304	<p>Based on the Commission’s approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.</p> <p>A. The Support Agreement in the amount of \$400 million described in the application dated April 26, 2019, is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Energy Harbor Nuclear Generation LLC by Energy Harbor Corp. under the terms of the Support Agreement.</p>	<p>The amendment shall be implemented within 7 days from date of issuance</p>
306	<p>B. Deleted.</p> <p>C. Deleted.</p>	
XXX	<p>Based on the Commission’s approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.</p> <p>A. The Support Agreement in the amount of \$400 million described in the application dated April 14, 2023, is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Vistra Operations Company LLC under the terms of the Support Agreement.</p>	

**UNITED STATES**  
**NUCLEAR REGULATORY COMMISSION**  
WASHINGTON, D.C. 20555-0001

VISTRA OPERATIONS COMPANY LLC  
ENERGY HARBOR NUCLEAR GENERATION LLC  
DOCKET NO. 50-412  
BEAVER VALLEY POWER STATION, UNIT 2  
RENEWED FACILITY OPERATING LICENSE

License No. NPF-73

1. The Nuclear Regulatory Commission (the Commission or the NRC) has found that:
  - A. The application to renew Facility Operating License No. NPF-73 complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's regulations set forth in 10 CFR Chapter I, and all required notifications to other agencies or bodies have been duly made;
  - B. Construction of the Beaver Valley Power Station, Unit 2 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-105 and the application, as amended, the provisions of the Act, and the regulations of the Commission;
  - C. The facility will operate in conformity with the application, the provisions of the Act, and the regulations of the Commission (except as exempted from compliance in Section 2.D. below);
  - D. There is reasonable assurance: (i) that the activities authorized by this renewed operating license can be conducted without endangering the health and safety of the public and (ii) that such activities will be conducted in compliance with the Commission's regulations set forth in 10 CFR Chapter I (except as exempted from compliance in Section 2.D. below);

Amendment No.  
Renewed Operating License NPF-73

- E. Vistra Operations Company LLC is technically qualified to engage in the activities authorized by this renewed operating license in accordance with the Commission's regulations set forth in 10 CFR Chapter I;
  - F. The licensees have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
  - G. The issuance of this renewed operating license will not be inimical to the common defense and security or to the health and safety of the public;
  - H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of this Renewed Operating License No. NPF-73 is subject to the conditions for protection of the environment set forth in the Environmental Protection Plan attached as Appendix B, is in accordance with 10 CFR Part 51 of the Commission's regulations, and all applicable requirements have been satisfied;
  - I. The receipt, possession and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70.
  - J. Actions have been identified and have been or will be taken with respect to: (1) managing the effects of aging on the functionality of structures and components that have been identified to require review under 10 CFR 54.21(a)(1) during the period of extended operation, and (2) time-limited aging analyses that have been identified to require review under 10 CFR 54.21(c), such that there is reasonable assurance that the activities authorized by this renewed operating license will continue to be conducted in accordance with the current licensing basis, as defined in 10 CFR 54.3 for the facility, and that any changes made to the facility's current licensing basis in order to comply with 10 CFR 54.29(a) are in accordance with the Act and the Commission's regulations;
2. Renewed Facility Operating License NPF-73 is hereby issued to Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC (the licensees) to read as follows:
- A. This renewed license applies to the Beaver Valley Power Station, Unit 2, a pressurized water reactor and associated equipment (the facility), owned by Energy Harbor Nuclear Generation LLC (owner) and operated by Vistra Operations Company LLC (collectively the licensees). The facility is located on the licensees' site on the southern shore of the Ohio River in Beaver County, Pennsylvania, approximately 22 miles northwest of Pittsburgh and 5 miles east of East Liverpool, Ohio, and is described in the Updated Final Safety Analysis Report, as supplemented and amended, and in its Environmental Report, as supplemented and amended;
  - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
    - (1) Pursuant to Section 103 of the Act and 10 CFR Part 50, Vistra Operations Company LLC to possess, use, and operate the facility at the designated location in Beaver County, Pennsylvania, in accordance with the procedures and limitations set forth in this license;

- (2) Pursuant to the Act and 10 CFR Part 50, Energy Harbor Nuclear Generation LLC to possess the facility at the designated location in Beaver County, Pennsylvania, in accordance with the procedures and limitations set forth in the license;
- (3) Pursuant to the Act and 10 CFR Part 70, Vistra Operations Company LLC, to receive, possess, and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Updated Final Safety Analysis Report, as supplemented and amended;
- (4) Pursuant to the Act and 10 CFR Parts 30, 40, and 70, Vistra Operations Company LLC to receive, possess, and use at any time any byproduct, source, and special nuclear material such as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
- (5) Pursuant to the Act and 10 CFR Parts 30, 40, and 70, Vistra Operations Company LLC to receive, possess, and use in amounts as required any byproduct, source, or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or other activity associated with radioactive apparatus or components;
- (6) Pursuant to the Act and 10 CFR Parts 30, 40, and 70, Vistra Operations Company LLC to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility authorized herein.
- (7) Deleted

C. This renewed operating license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations set forth in 10 CFR Chapter 1 and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

Vistra Operations Company LLC is authorized to operate the facility at a steady state reactor core power level of 2900 megawatts thermal.

(2) Technical Specifications

The Technical Specifications contained in Appendix A, as revised through Amendment No. 209, and the Environmental Protection Plan contained in Appendix B, both of which are attached hereto are hereby incorporated in the license. Vistra Operations Company LLC shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.



(8) Detailed Control Room Design Review (DCRDR)

Deleted

(9) Safety Parameter Display System (SPDS)

Deleted

(10) Fire Protection Modifications (Section 9.5.1 of SER Supplement 6)

Deleted

(11) Additional Conditions

The Additional Conditions contained in Appendix D, as revised through Amendment No. \_\_\_\_\_, are hereby incorporated into this license. Vistra Operations Company LLC shall operate the facility in accordance with the Additional Conditions.

(12) Steam Generator Surveillance Interval Extension

Deleted

(13) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the following key areas:

- (a) Fire fighting response strategy with the following elements:
  - 1. Pre-defined coordinated fire response strategy and guidance
  - 2. Assessment of mutual aid fire fighting assets
  - 3. Designated staging areas for equipment and materials
  - 4. Command and control
  - 5. Training of response personnel
  
- (b) Operations to mitigate fuel damage considering the following:
  - 1. Protection and use of personnel assets
  - 2. Communications
  - 3. Minimizing fire spread
  - 4. Procedures for implementing integrated fire response strategy
  - 5. Identification of readily-available pre-staged equipment
  - 6. Training on integrated fire response strategy
  - 7. Spent fuel pool mitigation measures
  
- (c) Actions to minimize release to include consideration of:
  - 1. Water spray scrubbing
  - 2. Dose to onsite responders

- (2) The facility requires an exemption from the requirements of 10 CFR 50, Appendix J, Section III.D.2(b)(ii). The justification of this exemption is contained in Section 6.2.6 of Supplement 5 to the Safety Evaluation Report and modified by a letter dated July 26, 1995. The staff's environmental assessment was published on May 12, 1987 (52 FR 17651) and on June 9, 1995 (60 FR 30611). Therefore, pursuant to 10 CFR 50.12(a)(1) and 10 CFR 50.12(a)(2)(ii) and (iii), Beaver Valley Power Station, Unit 2 is exempt from the quoted requirements and instead, is required to perform the overall air lock leak test at pressure  $P_a$  before establishing containment integrity if air lock maintenance has been performed that could affect the air lock sealing capability. Local leak rate testing at a pressure of not less than  $P_a$  may be substituted for an overall air lock test where the design permits.

E. Physical Security

Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contains Safeguards Information protected under 10 CFR 73.21 is entitled: "Beaver Valley Power Station (BVPS) Physical Security Plan" submitted by letter September 9, 2004, and supplemented September 30, 2004, October 14, 2004, and May 12, 2006.

Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The Beaver Valley Power Station CSP was approved by License Amendment No. 174, and amended by License Amendment No. 183.

F. Fire Protection Program

Energy Harbor Nuclear Corp. shall implement and maintain in effect all provisions of the approved fire protection program that comply with 10 CFR 50.48(a) and 10 CFR 50.48(c) as specified in the license amendment request dated December 23, 2013, (as supplemented by letters dated February 14, 2014; April 27, May 27, June 26, November 6, and December 21, 2015; February 24 and May 12, 2016; and January 30, April 21, June 23, August 22, October 25, and November 29, 2017), and as approved in the safety evaluation dated January 22, 2018. Except where NRC approval for changes or deviations is required by 10 CFR 50.48(c), and provided no other regulation, technical specification, license condition, or requirement would require prior NRC approval, the licensee may make changes to the fire protection program without prior approval of the Commission if those changes satisfy the provisions set forth in 10 CFR 50.48(a) and 10 CFR 50.48(c), the change does not require a change to a technical specification or a license condition, and the criteria listed below are satisfied.

evaluation (with the exception of Items BV1-1633, BV1-2974, BV1-3060, BV1-3108, BV1-3109, BV2-1580, BV2-1622, BV2-1623, and BV2-1750, which are to be completed by the end of the second Unit 2 refueling outage after issuance of the safety evaluation).

G. Reporting to the Commission

DELETED

H. Financial Protection

The licensee shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1954, as amended, to cover public liability claims.

I. License Renewal Commitments - The UFSAR supplement, as revised, submitted pursuant to 10 CFR 54.21(d), describes certain future activities to be completed prior to and/or during the period of extended operation. Vistra Operations Company LLC shall complete these activities in accordance with Appendix A of NUREG-1929, Safety Evaluation Report Related to the Beaver Valley Power Station, Units 1 and 2, dated October 2009, and Supplement 1 of NUREG-1929, dated October 2009, and shall notify the NRC in writing when activities to be completed prior to the period of extended operation are complete and can be verified by NRC inspection.

J. UFSAR Supplement Changes - The information in the UFSAR supplement, as revised, submitted pursuant to 10 CFR 54.21(d), shall be incorporated into the UFSAR as required by 10 CFR 50.71(e) following the issuance of this renewed operating license. Until that update is complete, Vistra Operations Company LLC may not make changes to the information in the supplement. Following incorporation into the UFSAR, the need for prior Commission approval of any changes will be governed by 10 CFR 50.59.

K. Capsule Withdrawal Schedule - For the renewed operating license term, all capsules in the reactor vessel that are removed and tested must meet the test procedures and reporting requirements of American Society for Testing and Materials (ASTM) E 185-82 to the extent practicable for the configuration of the specimens in the capsule. Any changes to the capsule withdrawal schedule, including spare capsules, must be approved by the NRC prior to implementation.

L. Containment Liner Volumetric Inspection -

a) If degradation (greater than 10 percent of the nominal thickness not attributable to fabrication/erection practices) is identified in the non-random areas examined using ultrasonic testing (UT) as described in Supplement 1 of NUREG-1929, UT examinations shall be performed at additional non-random areas, to be selected based on this operating experience. Should additional degradation be identified, additional non-random areas shall be UT examined until no further degradation (greater than 10 percent of the nominal thickness) is identified. All areas with degradation shall be reexamined over at least the next three successive inspection periods to ensure that progression of the degradation is not occurring.

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
83	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated September 9, 1996, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from April 14, 1997
87	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated March 14, 1997, as supplemented July 29 and August 13, 1997, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from December 10, 1997
88	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these technical specification requirements to the appropriate documents, as described in the licensee's application dated September 11, 1997, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 30 days from January 20, 1998
98	The licensee commits to perform visual acceptance examinations of sleeve welds; post weld heat treatment of sleeve welds; and the NRC-recommended inspections of repaired tubes as described in the licensee's application dated March 10, 1997, as supplemented July 28, 1997, September 17, 1997, April 30, 1998, and January 29, 1999, and evaluated in the staff's safety evaluation attached to this amendment.	The amendment shall be implemented within 60 days from March 26, 1999

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
102	The licensee is authorized to relocate certain Technical Specification requirements to licensee-controlled documents. Implementation of this amendment shall include the relocation of these Technical Specification requirements to the appropriate documents as described in the licensee's application dated December 24, 1998, as supplemented June 15, June 17, and July 7, 1999, and evaluated in the staff's evaluation attached to this amendment.	The amendment shall be implemented within 60 days from August 30, 1999
151	On the closing date(s) of the transfers to FENGenCo* of their interests in Beaver Valley Power Station, Unit No. 2, Pennsylvania Power Company, The Cleveland Electric Illuminating Company, Ohio Edison Company, and The Toledo Edison Company shall transfer to FENGenCo* all of each transferor's respective accumulated decommissioning funds for Beaver Valley Power Station, Unit No. 2, except for funds associated with the leased portions of Beaver Valley Power Station, Unit No. 2, and tender to FENGenCo* additional amounts equal to remaining funds expected to be collected in 2005, as represented in the application dated June 1, 2005, but not yet collected by the time of closing. All of the funds shall be deposited in a separate external trust fund for the reactor in the same amount as received with respect to the unit to be segregated from other assets of FENGenCo* and outside its administrative control, as required by NRC regulations, and FENGenCo* shall take all necessary steps to ensure that this external trust fund is maintained in accordance with the requirements of the order approving the transfer of the license and consistent with the safety evaluation supporting the order and in accordance with the requirements of 10 CFR Section 50.75, "Reporting and recordkeeping for decommissioning planning."	The amendment shall be implemented within 30 days from December 16, 2005

\* FirstEnergy Nuclear Generation Corp. (FENGenCo) has been renamed Energy Harbor Nuclear Generation LLC.

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
151	<p>By the date of closing of the transfer of the ownership interests in Beaver Valley Power Station, Unit No. 2 from Pennsylvania Power Company to FENGenCo*, FENGenCo* shall obtain a parent company guarantee from FirstEnergy in an initial amount of at least \$80 million (in 2005 dollars) to provide additional decommissioning funding assurance regarding such ownership interests. Required funding levels shall be recalculated annually and, as necessary, FENGenCo* shall either obtain appropriate adjustments to the parent company guarantee or otherwise provide any additional decommissioning funding assurance necessary for FENGenCo* to meet NRC requirements under 10 CFR 50.75.</p> <p>The Support Agreements described in the applications dated May 18, 2005 (up to \$80 million), and June 1, 2005 (up to \$400 million), shall be effective consistent with the representations contained in the applications. FENGenCo* shall take no action to cause FirstEnergy, or its successors and assigns, to void, cancel, or modify the Support Agreements without the prior written consent of the NRC staff, except, however, the \$80 million Support Agreement in connection with the transfer of the Pennsylvania Power Company interests may be revoked or rescinded if and when the \$400 million support agreement described in the June 1, 2005, application becomes effective. FENGenCo* shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than ten days after any funds are provided to FENGenCo* by FirstEnergy under either Support Agreement.</p>	The amendment shall be implemented within 30 days from December 16, 2005

\* FirstEnergy Nuclear Generation Corp. (FENGenCo) has been renamed Energy Harbor Nuclear Generation LLC.

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
161	<p><u>Schedule for New and Revised Surveillance Requirements (SRs)</u></p> <p>The schedule for performing SRs that are new or revised in Amendment No. 161 shall be as follows:</p> <p>For SRs that are new in this amendment, the first performance is due at the end of the first surveillance interval, which begins on the date of implementation of this amendment.</p> <p>For SRs that existed prior to this amendment, whose intervals of performance are being reduced, the first reduced surveillance interval begins upon completion of the first surveillance performed after implementation of this amendment.</p> <p>For SRs that existed prior to this amendment, whose intervals of performance are being extended, the first extended surveillance interval begins upon completion of the last surveillance performed prior to implementation of this amendment.</p> <p>For SRs that existed prior to this amendment that have modified acceptance criteria, the first performance subject to the modified acceptance criteria is due at the end of the first surveillance interval that began on the date the surveillance was last performed prior to the implementation of this amendment.</p>	<p>The amendment shall be implemented within 150 days from date of issuance</p>
161	<p><u>Relocation of Certain Technical Specification Requirements</u></p> <p>License Amendment No. 161 authorizes the relocation of certain Technical Specifications to other licensee-controlled documents. Implementation of this amendment shall include relocation of the requirements to the specified documents, as described in (1) Sections 4D and 4E of the NRC staff's Safety Evaluation, and (2) Table LA, Removed Detail Changes, and Table R, Relocated Specifications, attached to the NRC staff's Safety Evaluation, which is enclosed in this amendment.</p>	<p>The amendment shall be implemented within 150 days from date of issuance</p>

APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
163	<p><u>Initial Performance of New Surveillance and Assessment Requirements</u></p> <p>Upon implementation of Amendment No. 163 adopting TSTF-448, Revision 3, the determination of control room envelope (CRE) unfiltered air leakage as required by Surveillance Requirement (SR) 3.7.10.4, in accordance with Specification 5.5.14.c(i), the assessment of CRE habitability as required by Specification 5.5.14.c(ii), and the measurement of CRE pressure as required by Specification 5.5.14.d, shall be considered met. Following implementation:</p> <ul style="list-style-type: none"><li>(a) The first performance of SR 3.7.10.4, in accordance with Specification 5.5.14.c(i), shall be within the specified Frequency of 6 years, plus the 18-month allowance of SR 3.0.2, as measured from the date of the most recent successful tracer gas test, or within the next 18 months if the time period since the most recent successful tracer gas test is greater than 6 years.</li><li>(b) The first performance of the periodic assessment of CRE habitability, Specification 5.5.14.c(ii), shall be within 3 years, plus the 9-month allowance of SR 3.0.2, as measured from the date of the most recent successful tracer gas test, or within the next 9 months if the time period since the most recent successful tracer gas test is greater than 3 years.</li><li>(c) The first performance of the periodic measurement of CRE pressure, Specification 5.5.14.d, shall be within 18 months, plus the 138 days allowed by SR 3.0.2, as measured from the date of the most recent successful pressure measurement test.</li></ul>	The amendment shall be implemented within 120 days from date of issuance



APPENDIX D

ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
187	<p>Based on the Commission's Order dated April 14, 2017, regarding the direct transfer from Ohio Edison Company (OE) and The Toledo Edison Company (TE) to FirstEnergy Nuclear Generation, LLC (FENGen), FENOC and FENGen shall comply with the following conditions noted Below.</p> <p>A. By June 1, 2017, OE and TE shall initiate the transfer to FENGen the accumulated decommissioning funds held by OE and TE for Beaver Valley Unit 2. All such funds shall be deposited and held in the FENGen nuclear decommissioning trust for Beaver Valley Unit 2 along with other funds maintained by FENGen for Beaver Valley Unit 2 and shall be maintained in such trust outside of FENGen's administrative control and in accordance with the requirements of 10 CFR 50.75(h)(1). Such transfer of the accumulated decommissioning funds by OE and TE shall be completed within a reasonable period of time.</p> <p>B. The Support Agreement in the amount of \$400 million from FirstEnergy Solutions Corp. (FES) described in the application dated June 24, 2016 shall be effective and consistent with the representations in the application. FENGen shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. FENGen shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to FENGen by FES under the terms of the Support Agreement.</p>	The amendment shall be implemented within 90 days from June 1, 2017

APPENDIX D  
ADDITIONAL CONDITIONS  
OPERATING LICENSE NO. NPF-73

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the following conditions on the schedules noted below:

Amendment Number	Additional Condition	Implementation Date
194	<p>Amendment Number 187 described a \$400 million Support Agreement between FirstEnergy Solutions Corp. (FES) and FirstEnergy Nuclear Generation, LLC (FENGen). However, the amendment did not clearly state that this Support Agreement superseded entirely a similar agreement between FirstEnergy Corp. and FirstEnergy Nuclear Generation Corp. (predecessor of FENGen).</p> <p>Based on the Commission’s approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.</p> <p>A. The Support Agreement in the amount of \$400 million described in the application dated April 26, 2019 is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Energy Harbor Nuclear Generation LLC by Energy Harbor Corp. under the terms of the Support Agreement.</p>	<p>The amendment shall be implemented within 7 days from date of issuance</p>
196	<p>B. Deleted.</p> <p>C. Deleted</p>	
XXX	<p>Based on the Commission’s approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.</p> <p>A. The Support Agreement in the amount of \$400 million described in the application dated April 14, 2023, is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Vistra Operations Company LLC under the terms of the Support Agreement.</p>	

APPENDIX B  
TO FACILITY OPERATING LICENSE NO. NPF-73  
BEAVER VALLEY POWER STATION  
UNIT 2  
VISTRA OPERATIONS COMPANY LLC, ET AL  
DOCKET NO. 50-412  
ENVIRONMENTAL PROTECTION PLAN  
(NONRADIOLOGICAL)  
AUGUST 1987

## 1.0 Objectives of the Environmental Protection Plan

The Environmental Protection Plan (EPP) is to provide for protection of nonradiological environmental values during operation of the Beaver Valley Power Station, Unit 2 (facility). The principal objectives of the EPP are as follows:

- (1) Verify that the facility is operated in an environmentally acceptable manner, as established by the Final Environmental Statement - Operating License Stage (FES-OL) and other NRC environmental impact assessments.
- (2) Coordinate NRC requirements and maintain consistency with other Federal, State, and local requirements for environmental protection.
- (3) Keep NRC informed of the environmental effects of facility construction and operation and of actions taken to control those effects.

Environmental concerns identified in the FES-OL (September 1985, NUREG-1094) which relate to water quality matters are regulated by way of the licensee's\* NPDES permit.

## 2.0 Environmental Protection Issues

In the FES-OL (NUREG-1094, September 1985), the staff considered the environmental impacts associated with the operation of the Beaver Valley Power Station, Unit 2. No aquatic/water quality, terrestrial, or noise issues were identified.

## 3.0 Consistency Requirements

### 3.1 Plant Design and Operation

The licensee may make changes in station design or operation or perform tests or experiments affecting the environment provided such activities do not involve an unreviewed environmental question and do not involve a change in the EPP\*. Changes in station design or operation or performance of tests or experiments which do not affect the environment are not subject to the requirements of this EPP. Activities governed by Section 3.3 are not subject to the requirements of this Section.

Before engaging in additional construction or operational activities which may significantly affect the environment, the licensee shall prepare and record an environmental evaluation of such activity. Activities are excluded from this requirement if all measurable nonradiological environmental effects are confined to the on-site areas previously disturbed during site preparation and plant construction. When the evaluation indicates that such activity involves an unreviewed environmental question, the licensee shall provide a written evaluation of such activity and obtain prior NRC approval. Such activity and change to the EPP may be implemented only in accordance with an appropriate license amendment as set forth in Section 5.3 of this EPP.

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\*"Licensee" refers to Vistra Operations Company LLC, operator of the facility, and acting as agent for Energy Harbor Nuclear Generation LLC, owner of the facility.

UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D.C. 29555-0001

VISTRA OPERATIONS COMPANY LLC  
ENERGY HARBOR NUCLEAR GENERATION LLC

DOCKET NO. 50-440  
PERRY NUCLEAR POWER, PLANT, UNIT NO. 1  
FACILITY OPERATING LICENSE

License No. NPF-58

1. The Nuclear Regulatory Commission (the Commission) has found that:
  - A. The application for license complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's regulations set forth in 10 CFR Chapter I, and all required notifications to other agencies or bodies have been duly made;
  - B. Construction of the Perry Nuclear Power Plant, Unit No. 1 (the facility), has been substantially completed in conformity with Construction Permit No. CPPR-148 and the application, as amended, the provisions of the Act, and the regulations of the Commission;

Amendment No.

- C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the regulations of the Commission (except as exempted from compliance in Section 2.D below);
  - D. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the Commission's regulations set forth in 10 CFR Chapter I (except as exempted from compliance in Section 2.D below);
  - E. Vistra Operations Company LLC is technically qualified to engage in the activities authorized by this license in accordance with the Commission's regulations set forth in 10 CFR Chapter I;
  - F. The licensees<sup>1</sup> have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
  - G. The issuance of this license will not be inimical to the common defense and security or to the health and safety of the public;
  - H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of this Facility Operating License No. NPF-58, subject to the conditions for protection of the environment set forth in the Environmental Protection Plan attached as Appendix B, is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied; and
  - I. The receipt, possession, and use of source, byproduct, and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Parts 30, 40, and 70.
2. Based on the foregoing findings regarding this facility, the Partial-Initial Decisions issued December 2, 1983, and September 3, 1985, by the Atomic Safety and Licensing Board in regard to this facility (affirmed by ALAB-841, dated July 25, 1986) and pursuant to approval by the Nuclear Regulatory Commission at a meeting on November 7, 1986, Facility Operating License No. NPF-58, which supersedes the license for fuel loading and low power testing, License No. NPF-45, issued on March 18, 1986, is hereby issued to Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC (the licensees) to read as follows:
- A. The license applies to the Perry Nuclear Power Plant, Unit No. 1, a boiling water nuclear reactor and associated equipment (the facility), owned by Energy Harbor Nuclear Generation LLC (owner).

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<sup>1</sup> Vistra Operations Company LLC is authorized to act as agent for Energy Harbor Nuclear Generation LLC (collectively, the licensees).

The facility is located on the shore of Lake Erie in Lake County, Ohio, approximately 35 miles northeast of Cleveland, Ohio, and is described in the licensees' Final Safety Analysis Report, as supplemented and amended, and in the licensees' Environmental Report, as supplemented and amended.

B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:

- (1) Vistra Operations Company LLC, pursuant to Section 103 of the Act and 10 CFR Part 50, to possess, use, and operate the facility at the designated location in Lake County, Ohio, in accordance with the procedures and limitations set forth in this license;
- (2) Energy Harbor Nuclear Generation LLC to possess the facility at the designated location in Lake County, Ohio, in accordance with the procedures and limitations set forth in this license;
- (3) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Part 70, to receive, possess, and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Final Safety Analysis Report, as supplemented and amended;
- (4) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use at any time any byproduct, source, and special nuclear material such as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and fission detectors in amounts as required;
- (5) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use in amounts as required any byproduct, source or special nuclear material without restriction as to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and
- (6) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.
- (7) Deleted

C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations set forth in 10 CFR Chapter I and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

Vistra Operations Company is authorized to operate the facility at reactor core power levels not in excess of 3758 megawatts thermal (100% power) in accordance with the conditions specified herein.

(2) Technical Specifications

The Technical Specifications contained in Appendix A and the Environmental Protection Plan contained in Appendix B, as revised through Amendment No. 199, are hereby incorporated into the license. Vistra Operations Company LLC shall operate the facility in accordance with the Technical Specifications and the Environmental Protection Plan.

(3) Antitrust Conditions

- a. Energy Harbor Nuclear Generation LLC shall comply with the antitrust conditions delineated in Appendix C to this license; Appendix C is hereby incorporated into this license.



b. Vistra Operations Company LLC shall comply with the antitrust conditions delineated in Appendix C to this license as if named therein. Vistra Operations Company LLC shall not market or broker power or energy from the Perry Nuclear Power Plant, Unit No. 1. The Owner is responsible and accountable for the actions of Vistra Operations Company LLC to the extent that said actions affect the marketing or brokering of power or energy from the Perry Nuclear Power Plant, Unit No. 1, and in any way, contravene the antitrust condition contained in the license.

(4) Deleted

(5) Deleted

(6) Fire Protection (Section 9.5, SER, SSER #1, 2, 3, 4, 7, and 8)

Vistra Operations Company LLC shall comply with the following requirements of the fire protection program: Vistra Operations Company LLC shall implement and maintain in effect all provisions of the approved fire protection program as described in the Final Safety Analysis Report, as amended, for the Perry Nuclear Power Plant and as approved in the Safety Evaluation Report (NUREG-0887) dated May 1982 and Supplement Nos. 1 through 10 thereto, subject to the following provisions:

a. Vistra Operations Company LLC may make changes to the approved fire protection program without prior approval of the Commission only if those changes would not adversely affect the ability to achieve and maintain safe shutdown in the event of a fire.

(7) Deleted

(8) Deleted

(9) Deleted

(10) Deleted

(11) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions and that include the follow key areas:

- (a) Fire fighting response strategy with the following elements:
1. Predefined coordinated fire response strategy and guidance
  2. Assessment of mutual aid fire fighting assets
  3. Designated staging areas for equipment and materials

- D. Vistra Operations Company LLC is exempted from: 1) the requirements of Section III.D.2(b)(ii), containment airlock testing requirements, Appendix J to 10 CFR Part 50, due to the special circumstance described in Section 6.2.6 of SER Supplement No. 7 authorized by 10 CFR 50.12(a)(2)(iii) and 2) the requirements of Section IV.F., Full Participation Exercise, of Appendix E to 10 CFR Part 50, due to the special circumstance described in the Exemption dated November 6, 1986. These exemptions are authorized by law, will not present an undue risk to the public health and safety, and are consistent with the common defense and security. The exemptions are hereby granted pursuant to 10 CFR 50.12. With the granting of these exemptions, the facility will operate, to the extent authorized herein, in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission.
- E. Vistra Operations Company LLC shall fully implement and maintain in effect all provision of the Commission-approved physical security, training and qualification, and safeguards contingency plans, including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (61 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21, is entitled: "Perry Nuclear Power Plant Physical Security Plan" Revision 2, submitted by letter dated May 18, 2006.
- Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The CSP was approved by License Amendment No. 158, and amended by License Amendment No. 167.
- F. Deleted
- G. The licensees shall have and maintain financial protection of such type and in such amounts as the Commission shall require in accordance with Section 170 of the Atomic Energy Act of 1964, as amended, to cover public liability claims.

C. Deleted

4. Based on the Commission's approval regarding the change in the parent company issuing a \$400 million Support Agreement to Energy Harbor Nuclear Generation LLC, Energy Harbor Nuclear Generation LLC shall comply with the conditions noted below. This \$400 million Support Agreement supersedes all previous parent support agreements.
  - A. The Support Agreement in the amount of \$400 million described in the application dated April 14, 2023 is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than 10 working days after any funds are provided to Energy Harbor Nuclear Generation LLC by Vistra Operations Company LLC under the terms of the Support Agreement.

FOR THE NUCLEAR REGULATORY COMMISSION

ORIGINAL SIGNED BY:

Harold R. Denton, Director  
Office of Nuclear Reactor Regulation

Attachments/Appendices

1. Attachments 1-2
2. Appendix A - Technical Specifications  
(NUREG-1204)
3. Appendix B - Environmental Protection  
Plan
4. Appendix C - Antitrust Conditions

Date of Issuance: November 13, 1986

APPENDIX C

PERRY NUCLEAR POWER PLANT, UNIT NO. 1

NPF-58

ANTITRUST CONDITIONS

FOR

VISTRA OPERATIONS COMPANY LLC

A. The licensees are subject to the following antitrust conditions:

Definitions

Applicant shall mean the company listed above.

Entity shall mean any electric generation and/or distribution system or municipality or cooperative with a statutory right or privilege to engage in either of these functions.

Wheeling shall mean transportation of electricity by a utility over its lines for another utility, including the receipt from and delivery to another system of like amounts but not necessarily the same energy. Federal Power Commission, The 1970 National Power Survey, Part 1, P. 1-24-B.

Licensing Conditions

- (1) Applicant shall not condition the sale or exchange of wholesale power or coordination services upon the condition that any other entity:
  - (a) enter into any agreement or understanding restricting the use of or alienation of such energy or services to any customers or territories;
  - (b) enter into any agreement or understanding requiring the receiving entity to, give up any other power supply alternatives or to deny itself any market opportunities;
  - (c) withdraw any petition to intervene or forego participation in any proceeding before the Nuclear Regulatory Commission or refrain from instigating or prosecuting any antitrust action in any other forum.

**UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D.C. 20555-0001**

Vistra Operations Company LLC

AND

ENERGY HARBOR NUCLEAR GENERATION LLC

DOCKET NO. 50-346

DAVIS-BESSE NUCLEAR POWER STATION, UNIT NO. 1

RENEWED FACILITY OPERATING LICENSE

Renewed License No. NPF-3

1. The Nuclear Regulatory Commission (the Commission) having found that:
  - A. The application for renewed license complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter I and all required notifications to other agencies or bodies have been duly made;
  - B. Construction of the Davis-Besse Nuclear Power Station, Unit No. 1 (the facility) has been substantially completed in conformity with Construction Permit No. CPPR-80 and the application, as amended, the provisions of the Act and the rules and regulations of the Commission;
  - C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission;

Renewed License No. NPF-3  
Amendment No.

- 1.D. There is reasonable assurance: (i) that the activities authorized by this renewed operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
  - E. Vistra Operations Company LLC is technically qualified and the licensees<sup>1</sup> are financially qualified to engage in the activities authorized by this renewed operating license in accordance with the rules and regulations of the Commission;
  - F. The licensees have satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
  - G. The issuance of this renewed operating license will not be inimical to the common defense and security or to the health and safety of the public;
  - H. After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of Renewed Facility Operating License No. NPF-3 subject to the conditions for protection of the environment set forth herein is in accordance with 10 CFR Part 51 (formerly Appendix D to 10 CFR Part 50), of the Commission's regulations and all applicable requirements have been satisfied;
  - I. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this renewed license will be in accordance with the Commission's regulations in 10 CFR Part 30, 40, and 70, including 10 CFR Sections 30.33, 40.32, 70.23, and 70.31; and
  - J. Actions have been identified and have been or will be taken with respect to (1) managing the effects of aging during the period of extended operation on the functionality of structures and components that have been identified to require review under 10 CFR 54.21(a)(1), and (2) time-limited aging analyses that have been identified to require review under 10 CFR 54.21(c), such that there is reasonable assurance that the activities authorized by the renewed operating license will continue to be conducted in accordance with the current licensing basis, as defined in 10 CFR 54.3, for the facility, and that any changes made to the facility's current licensing basis in order to comply with 10 CFR 54.29(a) are in accordance with the Act and the Commission's regulations.
2. Renewed Facility Operating License No. NPF-3 is hereby issued to Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC to read as follows:
    - A. This renewed license applies to the Davis-Besse Nuclear Power Station, Unit No. 1, a pressurized water nuclear reactor and associated equipment

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<sup>1</sup> Vistra Operations Company LLC is authorized to act as agent for Energy Harbor Nuclear Generation LLC (collectively, the licensees).

2.B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:

- (1) Vistra Operations Company LLC, pursuant to Section 103 of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," to possess, use, and operate the facility;
- (2) Energy Harbor Nuclear Generation LLC, to possess the facility at the designated location in Ottawa County, Ohio in accordance with the procedures and limitations set forth in this renewed license;
- (3) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Part 70, to receive, possess and use at any time special nuclear material as reactor fuel, in accordance with the limitations for storage and amounts required for reactor operation, as described in the Final Safety Analysis Report, as supplemented and amended;
- (4) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70 to receive, possess and use at any time any byproduct, source and special nuclear material as sealed neutron sources for reactor startup, sealed sources for reactor instrumentation and radiation monitoring equipment calibration, and as fission detectors in amounts as required;
- (5) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use in amounts as required any byproduct, source or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components; and
- (6) Vistra Operations Company LLC, pursuant to the Act and 10 CFR Parts 30 and 70, to possess, but not separate, such byproduct and special nuclear materials as may be produced by the operation of the facility.

2.C. This renewed license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter I: Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Sections 50.54 and 50.59 of Part 50, and Section 70.32 of Part 70; and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Maximum Power Level

Vistra Operations Company LLC is authorized to operate the facility at steady state reactor core power levels not in excess of 2817 megawatts (thermal). Prior to attaining the power level, Toledo Edison Company shall comply with the conditions identified in Paragraph (3) (o) below and complete the preoperational tests, startup tests and other items identified in Attachment 2 to this license in the sequence specified. Attachment 2 is an integral part of this renewed license.

(2) Technical Specifications

The Technical Specifications contained in Appendix A, as revised through Amendment No. 303, are hereby incorporated in the renewed license. Vistra Operations Company LLC shall operate the facility in accordance with the Technical Specifications.

(3) Additional Conditions

The matters specified in the following conditions shall be completed to the satisfaction of the Commission within the stated time periods following the issuance of the renewed license or within the operational restrictions indicated. The removal of these conditions shall be made by an amendment to the renewed license supported by a favorable evaluation by the Commission:

- (a) Vistra Operations Company LLC shall not operate the reactor in operational Modes 1 and 2 with less than three reactor coolant pumps in operation.
- (b) Deleted per Amendment 6
- (c) Deleted per Amendment 5



- 2.C(3)(d) Prior to operation beyond 32 Effective Full Power Years, Vistra Operations Company LLC shall provide to the NRC a reanalysis and proposed modifications, as necessary, to ensure continued means of protection against low temperature reactor coolant system overpressure events.
- (e) Deleted per Amendment 33
- (f) Deleted per Amendment 33
- (g) Deleted per Amendment 33
- (h) Deleted per Amendment 24
- (i) Deleted per Amendment 11
- (j) Revised per Amendment 3  
Deleted per Amendment 28
- (k) Within 60 days of startup following the first (1st) regularly scheduled refueling outage, Toledo Edison Company shall complete tests and obtain test results as required by the Commission to verify that faults on non-Class IE circuits would not propagate to the Class IE circuits in the Reactor Protection System and the Engineered Safety Features Actuation System.
- (l) Revised per Amendment 7  
Deleted per Amendment 15
- (m) Deleted per Amendment 7
- (n) Deleted per Amendment 10
- (o) Deleted per Amendment 2
- (p) Deleted per Amendment 29
- (q) Deleted per Amendment 7
- (r) Deleted per Amendment 30
- (s) Toledo Edison Company shall be exempted from the requirements of Technical Specification 3/4.7.8.1 for the two (2) Americium-Beryllium-Copper startup sources to be installed or already installed for use during the first refueling cycle until such time as the sources are replaced.
- (t) Added per Amendment 83  
Deleted per Amendment 122

2.C(4) Fire Protection

Vistra Operations Company LLC shall implement and maintain in effect all provisions of the approved fire protection program that comply with 10 CFR 50.48(a) and 10 CFR 50.48(c), as specified in the license amendment request dated December 16, 2015, as supplemented by letters dated February 2, March 7, July 28, and December 16, 2016; January 17, June 16, and May 13, 2019, and as approved by Amendment No. 298. Except where NRC approval for changes or deviations is required by 10 CFR 50.48(c), and provided no other regulation, technical specification, license condition or requirement would require prior NRC approval, the licensee may make changes to the fire protection program without prior approval of the Commission if those changes satisfy the provisions set forth in 10 CFR 50.48(a) and 10 CFR 50.48(c), the changes does not require a change to a technical specification or a license condition, and the criteria listed below are satisfied.

Risk-Informed Changes that May Be Made Without Prior NRC Approval

A risk assessment of the change must demonstrate that the acceptance criteria below are met. The risk assessment approach, methods, and data shall be acceptable to the NRC and shall be appropriate for the nature and scope of the change being evaluated; be based on the as-built, as-operated, and maintained plant; and reflect the operating experience at the plant. Acceptable methods to assess the risk of the change may include methods that have been used in the peer-reviewed fire probabilistic risk assessment model, methods that have been approved by the NRC through a plant-specific license amendment or NRC approvals of generic methods specifically for use in NFPA 805 risk impact.

- (a) Prior NRC review and approval is not required for changes that clearly result in a decrease in risk. The proposed change must also be consistent with the defense-in-depth philosophy and must maintain sufficient safety margins. The change may be implemented following completion of the plant change evaluation.
- (b) Prior NRC review and approval is not required for individual changes that result in a risk increase less than  $10^{-7}$ /year for core damage frequency and less than  $10^{-8}$ /year for large early release frequency. The proposed change must also be consistent with the defense-in-depth philosophy and must maintain sufficient safety margins. The change may be implemented following completion of the plant change evaluation.

(2) Fire Protection Program Changes that Have No More than Minimal Risk Impact

Prior NRC review and approval are not required for changes to the licensee's fire protection program that have been demonstrated to have no more than a minimal risk impact. The licensee may use its screening process, as approved by Amendment No. 298, to determine that certain fire protection program changes meet the minimal criterion. The licensee shall ensure that fire protection defense-in-depth and safety margins are maintained when changes are made to the fire protection program.

Transition License Conditions

- (1) Before achieving full compliance with 10 CFR 50.48(c), as specified by (2) and (3) below, risk-informed changes to the licensee's fire protection program may not be made without prior NRC review and approval unless the change has been demonstrated to have no more than a minimal risk impact, as described in (2) above.
- (2) The licensee shall implement the modification described in Attachment S, Table S-1, "Plant Modifications Committed," to the FENOC letter dated November 20, 2018, within 2 years following issuance of the license amendment. The licensee shall maintain appropriate compensatory measures in place until completion of this modification.
- (3) The licensee shall implement the items listed in Attachment S, Table S-2, "Implementation Items," to the FENOC letter dated November 20, 2018, within 2 years following issuance of the license amendment.

(5) Deleted per Amendment No. 279.

(6) Antitrust Conditions

Vistra Operations Company LLC and Energy Harbor Nuclear Generation LLC shall comply with the antitrust conditions delineated in Condition 2.E of this renewed license as if named therein. Vistra Operations Company LLC shall not market or broker power or energy from the Davis-Besse Nuclear Power Station, Unit No. 1. Energy Harbor Nuclear Generation LLC is responsible and accountable for the actions of Vistra Operations Company LLC to the extent that said actions affect the marketing or brokering of power or energy from the Davis-Besse Nuclear Power Station, Unit No. 1, and in any way, contravene the antitrust license conditions contained in the renewed license.

2.C(7) Steam Generator Tube Circumferential Crack Report

Following each inservice inspection of steam generator tubes, the NRC shall be notified by Vistra Operations Company LLC of the following prior to returning the steam generators to service:

- a. Indications of circumferential cracking inboard of the roll repair.
- b. Indication of circumferential cracking in the original roll or heat affected zone adjacent to the tube-to-tubesheet seal weld if no reroll is present.
- c. Determination of the best-estimate total leakage that would result from an analysis of the limiting LBLOCA based on circumferential cracking in the original tube-to-tubesheet rolls, tube-to-tubesheet reroll repairs, and heat affected zones of seal welds as found during each inspection.

Vistra Operations Company LLC shall demonstrate by evaluation that the primary-to-secondary leakage following a LBLOCA, if any, as described in Appendix A to topic Report BAW-2374, July 2000, continues to be acceptable, based on the as-found condition of the steam generators. For the purpose of this evaluation, acceptable means that a best estimate of the leakage expected in the event of a LBLOCA would not result in a significant increase of radionuclide release (e.g., in excess of 10 CFR Part 100 limits). This is required to demonstrate that adequate margin and defense-in-depth continue to be maintained. A written summary of this evaluation shall be provided to the NRC within three months following completion of the steam generator tube inservice inspection.

2.C(8) Mitigation Strategy License Condition

The licensee shall develop and maintain strategies for addressing large fires and explosions that include the follow key area:

- (a) Fire fighting response strategy with the following elements:
  1. Predefined coordinated fire response strategy and guidance
  2. Assessment of mutual aid fire fighting assets
  3. Designated staging areas for equipment and materials
  4. Command and control
  5. Training of response personnel
- (b) Operations to mitigate fuel damage considering the following:
  1. Protection and use of personnel assets
  2. Communications
  3. Minimizing fire spread
  4. Procedures for implementing integrated fire response strategy
  5. Identification of readily-available pre-staged equipment
  6. Training on integrated fire response strategy
  7. Spent fuel pool mitigation measures
- (c) Actions to minimize release to include consideration of:
  1. Water spray scrubbing
  2. Dose to onsite responders

2.D. Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to provisions of the Miscellaneous Amendments and Search Requirements revisions to 10 CFR 73.55 (51 FR 27817 and 27822) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21, is entitled: "Davis-Besse Nuclear Power Station Physical Security Plan, Training and Qualification Plan, and Safeguards Contingency Plan Revision 4," submitted by letter dated May 18, 2006.

Vistra Operations Company LLC shall fully implement and maintain in effect all provisions of the Commission-approved cyber security plan (CSP), including changes made pursuant to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The CSP was approved by License Amendment No. 283 and is amended by License Amendment No. 290.

E. This license is subject to the following antitrust conditions:

#### Definitions

Entity shall mean any electric generation and/or distribution system or municipality or cooperative with a statutory right or privilege to engage in either of these functions.

Wheeling shall mean transportation of electricity by a utility over its lines for another utility, including the receipt from and delivery to another system of like amounts but not necessarily the same energy. Federal Power Commission, The 1970 National Power Survey, Part 1, p. I-24-8.

#### License Conditions Approved By the Atomic Safety and Licensing Appeal Board\*

- (1) Applicants shall not condition the sale or exchange of wholesale power or coordination services upon the condition that any other entity:
  - (a) enter into any agreement or understanding restricting the use of or alienation of such energy or services to any customers or territories;

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\* "Applicants" as used by the Appeal Board refers to the Toledo Edison Company, Cleveland Electric Illuminating Company, Duquesne Light Company, Ohio Edison Company and Pennsylvania Power Company although none of these entities are currently Licensees for this facility.

2.F. This renewed license is subject to the following additional conditions for the protection of the environment:

- (1) Vistra Operations Company LLC shall operate Davis-Besse Unit No. 1 within applicable Federal and State air and water quality standards.
- (2) Before engaging in an operational activity not evaluated by the Commission, Vistra Operations Company LLC will prepare and record an environmental evaluation of such activity. When the evaluation indicates that such activity may result in a significant adverse environmental impact that was not evaluated, or that is significantly greater than that evaluated in the Final Environmental Statement, Vistra Operations Company LLC shall provide a written evaluation of such activities and obtain prior approval of the Director, Office of Nuclear Reactor Regulation for the activities.

- B. The Support Agreement in the amount of \$400 million described in the application dated April 14, 2023 is effective. Energy Harbor Nuclear Generation LLC shall take no action to void, cancel, or modify the Support Agreement without the prior written consent of the NRC staff. Energy Harbor Nuclear Generation LLC shall inform the Director of the Office of Nuclear Reactor Regulation, in writing, no later than ten days after any funds are provided to Energy Harbor Nuclear Generation LLC by Vistra Operations Company LLC under the Support Agreement.

FOR THE NUCLEAR REGULATORY COMMISSION

Original Signed by  
**William M. Dean**  
William M. Dean, Director  
Office of Nuclear Reactor Regulation

Attachments:

1. Appendix A - Technical Specifications
2. Preoperational Tests, Startup Tests and Other Items Which Must Be Completed Prior to Proceeding to Succeeding Operational Modes

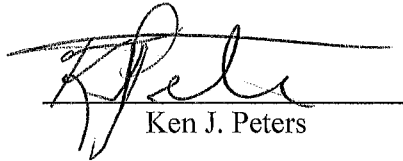
Date of Issuance: December 8, 2015

**AFFIRMATION OF KEN J. PETERS**

I, Ken J. Peters, do hereby declare under penalty of perjury under the laws of the United States of America that the following is true and correct: (1) I am the Senior Vice President and Chief Nuclear Officer of Vistra Operations Company LLC, (2) I am duly authorized to execute and file this certification on behalf of Vistra Operations Company LLC, and (3) the statements set forth in the attached Application for Consent to Indirect Change of Control regarding Vistra Operations Company LLC, including the future financial qualifications for Energy Harbor Nuclear Corp. and its affiliates upon completion of the Transaction, are true and correct to the best of my information, knowledge and belief.

VISTRA OPERATIONS  
COMPANY LLC

By:

  
Ken J. Peters

Date: April 14, 2023



**AFFIRMATION OF DAVID B. HAMILTON**

I, David B. Hamilton, do hereby declare under penalty of perjury under the laws of the United States of America that the following is true and correct: (1) I am the President and Chief Nuclear Officer of Energy Harbor Nuclear Corp., (2) I am duly authorized to execute and file this certification on behalf of Energy Harbor Nuclear Corp, and (3) the statements set forth in the attached Application for Consent to Indirect Change of Control regarding Energy Harbor Nuclear Corp., with the limited exception of the future financial qualifications for Energy Harbor Nuclear Corp. and its affiliates upon completion of the Transaction, which are attested to by Ken J. Peters, are true and correct to the best of my information, knowledge and belief.

ENERGY HARBOR  
NUCLEAR CORP.

By:   
David B. Hamilton

Date: April 14, 2023

**DECLARATION OF STEPHANIE ZAPATA MOORE SUPPORTING  
VISTRA OPERATIONS COMPANY LLC'S  
APPLICATION TO WITHHOLD CERTAIN DOCUMENTS FROM PUBLIC  
DISCLOSURE**

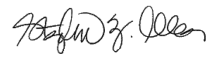
I, Stephanie Zapata Moore, Executive Vice President, General Counsel, and Chief Compliance Officer and for Vistra Operations Company LLC (“VistraOps”), declare the following under penalty of perjury:

1. I am authorized to execute this declaration on behalf of VistraOps., on behalf of itself and Comanche Peak Power Company LLC (collectively referred to as “Vistra”).
2. Vistra is providing information to the U.S. Nuclear Regulatory Commission (NRC) in support of their “Application for Order Consenting to Transfer of Licenses.” The proprietary version of Application, Enclosure 1, Exhibit C being provided separately in Enclosure 5 of this submittal contains financial information, including pro forma income statements, related to anticipated revenues from sales of electricity and capacity from Comanche Peak Nuclear Power Plant Units 1 and 2, as well as plant operating and maintenance costs. These documents constitute proprietary commercial and financial information that should be held in confidence by the NRC pursuant to the policy reflected in 10 CFR 2.390(a)(4) and 10 CFR 9.17(a)(4) because:
  - a. They contain information that is held in confidence by Vistra and their affiliates.
  - b. This information is of a type that is customarily held in confidence by Vistra and their affiliates and there is a rational basis for doing so because the information contains sensitive financial competitive information concerning the Applicants’ anticipated revenues and operating expenses.
  - c. This information is being transmitted to the NRC in confidence.
  - d. This information is not available in public sources and could not be gathered readily from publicly available information.
  - e. Public disclosure of this information would create substantial financial harm to the competitive position of Vistra and their affiliates by disclosing their internal financial pro forma statements and commercial information to other parties whose commercial interests may be adverse to those of Vistra.
3. Accordingly, Vistra requests that redacted portions of Exhibits C, D, and E to the “Application for Order Consenting to Transfer of Licenses” be withheld from public disclosure pursuant to 10 CFR 2.390(a)(4) and 9.17(a)(4).

I declare that the foregoing is true and correct.

Executed on April 14, 2023.

Vistra Operations Company LLC



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Stephanie Zapata Moore  
Executive Vice President, General Counsel and Chief  
Compliance Officer