



State of New Hampshire

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CSA

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

December 9, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

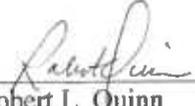
Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (DOS HSEM) requests authorization to enter into a no cost Memorandum of Understanding (MOU) with NextEra Energy Seabrook, LLC, to address budget compliance, periodic reporting, and performance standards to ensure compliance with federal emergency preparedness requirements regarding the Seabrook Station nuclear power plant. Effective upon Governor and Council approval through a period of two (2) years from its effective date.

EXPLANATION

Pursuant to RSA 107-B:3 II, DOS HSEM is required enter into a MOU with each entity who has applied to the U.S. Nuclear Regulatory Commission for a license to operate or are licensed to operate a nuclear electrical generating facility which affects municipalities under RSA 107-B:1, II. NextEra Energy Seabrook, LLC operates the Seabrook Station nuclear power plant and are currently the only entity meeting this requirement.

DOS HSEM and NextEra Energy Seabrook, LLC intend to establish and maintain a cooperative relationship among and between their representatives in the development and continued maintenance of programs consistent with their state and federal responsibilities for nuclear emergency response for Seabrook Station. This Memorandum of Understanding (MOU) is intended to outline the cooperative intentions and responsibilities of the Parties and reflect their understanding of applicable state and federal requirements.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

Memorandum of Understanding (External MOU)
(This Agreement Does Not Create Any Legally Enforceable Rights or Obligations)

WHEREAS, NextEra Energy Seabrook, LLC is a Limited Liability Company registered to do business in the State of New Hampshire (hereinafter “Company”);

WHEREAS, the Department of Safety, Division of Homeland Security and Emergency Management is a duly constituted executive branch agency of the State of New Hampshire (hereinafter “State Agency”);

WHEREAS the Company and the State Agency (hereinafter collectively the “Parties”) seek to comply with the requirements of New Hampshire RSA 107-B:3(II), and enter into this Memorandum of Understanding;

NOW, THEREFORE the Parties enter into this Memorandum of Understanding for their mutual benefit and agree to the following:

I. Purpose and Scope

1. The Parties desire to establish and maintain a cooperative relationship among and between their representatives in the development and continued maintenance of programs consistent with their pre-existing state and federal responsibilities, regulations, and requirements for conducting a nuclear emergency response for Seabrook Station. This Memorandum of Understanding (“MOU”) is intended to outline the cooperative intentions and desires of the Parties and reflect their understanding of applicable state and federal requirements. This MOU is intended to satisfy the requirement in New Hampshire statute RSA 107-B:3 (II), which states: “The commissioner of safety shall enter into a memorandum of understanding with each assessed entity that contains mechanisms to address budget compliance and periodic reporting, performance standards to ensure compliance with federal emergency preparedness requirements, and other topics as the parties deem appropriate.” RSA 107-B:3 (II).
2. The Company understands their legal obligations are defined by the U.S. Nuclear Regulatory Commission (NRC) set forth in its rules 10 CFR Parts 50 and NUREG-0654/FEMA REP-1, Rev. 1, Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants.
3. The State Agency understands its legal obligations are defined in 44 CFR Part 350 and NUREG-0654/FEMA-REP-1, Rev. 2, Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants. The State Agency is required by New Hampshire statute RSA 107-B to prepare offsite nuclear emergency response plans for commercial nuclear power plants and to assess a fee as necessary to

pay for the cost of preparing, maintaining, and operating each plan and provide equipment and materials to implement it.

4. In accordance with New Hampshire statute RSA 107-B, the Parties understand that the State Agency intends to assure, subject to funding from the Company:
 - 1) the development and maintenance of state and local radiological emergency response plans and procedures;
 - 2) that requisite personnel complete required radiological emergency response training;
 - 3) that requisite facilities and equipment are inventoried and maintained;
 - 4) that state and local organizations participating in the emergency response plan engage in drills and evaluated exercises of the plan;
 - 4) participation in public education and information dissemination activities concerning radiological emergency response planning and
 - 5) continued and further radiological emergency response planning as required by the rules, regulations and regulatory guidance cited in the previous paragraph herein this MOU. The State Agency and the Company have reviewed and have not objected to the Performance Standards attached to this MOU and incorporated herein as Exhibit A.
5. The services and activities enumerated in this MOU, including those outlined in Exhibit A, are intended as standards to ensure adequate preparedness and compliance with applicable regulatory requirements. The Parties understand their mutual intent to abide by these standards.

II. Annual Assessment

1. The Parties understand RSA 107-B:2 legally requires that, prior to assessing the annual budget, the commissioner of the State Agency shall consult with the assessed entity and obtain its input into the budget. The Parties understand that, no later than June 1 of each year, the State Agency intend to, prior to establishing the annual budget, provide the Company with a proposed budget assessment for the forthcoming fiscal year for review. The State Agency intends to consult with the Company to obtain its input on the budget and the Parties intend to reach mutual agreement with respect to a reasonable budget no later than June 30, prior to the commencement of the assessed fiscal year. The Parties understand said budget and assessment should include the direct and indirect cost of preparing, maintaining, and operating a nuclear planning and response program, in accordance with RSA 107-B:3. The Parties understand that indirect costs may include any costs fairly and equitably allocable to preparing, maintaining, and operating a nuclear emergency response plan associated with Seabrook Station.

III. Payment

1. The Parties understand the Company's payment obligations are established by state law. This MOU does not create any obligation for the Company to pay for any scope or services beyond that established in RSA 107-B. The Company intends to make payments to the State Agency in response to monthly invoices prepared by the State Agency and submitted

monthly to the Company. The Company intends to make each monthly payment payable to Treasurer, State of New Hampshire and submit the payment to the State Agency within 30 days after receipt of each monthly invoice.

IV. Title to Equipment

1. The Parties understand that any equipment purchased by the State Agency under this MOU will remain the property of the State Agency to be used for the activities described herein. The Parties understand that any related disposal cost may be added into the assessment.

V. Budget Compliance and Audit

1. The Parties understand the State Agency intends to invoice the Company for actual expenditures incurred not to exceed the total Annual Assessment pursuant to RSA 107-B:3.
2. The Parties understand all State Agencies expenditures are included within the audited State of New Hampshire Annual Comprehensive Financial Report (ACFR) which is understood to be prepared in accordance with the Revised Statutes Annotated (RSA) 21-I:8, II (a), and U.S. generally accepted accounting principles (GAAP) applicable to state and local governments, as promulgated by the Governmental Accounting Standards Board (GASB).
3. The Parties understand that RSA 107-B:3 requires that the Commissioner of Safety shall cause a report to be prepared and provided to the assessed entity detailing the use of the fees assessed during the prior fiscal year.
4. The Parties understand that, in addition to the reporting required by RSA 107-B:5, the State Agency intends, in good faith, to provide to the Company a quarterly fee assessment report detailing the use of the fees assessed during the prior quarter in preparing, maintaining, and operating a nuclear emergency response plan.

VI. Term of Agreement & Termination

1. The MOU is effective upon approval by New Hampshire Governor and Executive Council. The initial term of the MOU is for two years.
2. Either Party may terminate the MOU by providing written notice of termination to the other Party. The MOU will terminate 60 days after such written notice.

VII. Modifications

1. In the event the statutes, rules, regulations, or plans applicable to this MOU are revised, or rescinded, the Parties will endeavor to consider reasonable modifications. The Parties understand any amendment or modification to this MOU is subject to review and approval of New Hampshire Governor and Executive Council.
2. This Memorandum of Understanding may only be amended by a written

instrument signed by the Parties provided that the amendment does not involve a State expenditure, the receipt of funds or the creation of an enforceable obligation.

VIII. Dispute Resolution

1. Disputes arising under this Memorandum of Understanding should be resolved by agreement between the Parties to the extent possible. In the event that the Parties cannot resolve a dispute by agreement, either Party may terminate this Memorandum of Understanding in the manner set forth in Section VI.2 herein.

IX. Additional Terms

1. The Parties agree that no exchange of payment will be made as part of this Memorandum of Understanding. To the extent the Parties determine that an exchange of funds between the Parties is necessary to realize the goals of this Memorandum, the Parties will execute a separate contract or grant to address any such payments, in accordance with standard contract or grant procedures.
2. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding upon the Parties and are not legally enforceable. Additionally, the obligations, agreements and promises made by the Parties in this Memorandum of Understanding shall not comprise a standard of care or conduct to third parties.
3. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
4. The Parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
5. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
6. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
7. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

[SIGNATURE PAGE BELOW]

By their signatures below, the following officials have agreed to these terms and conditions.

FOR THE STATE AGENCY

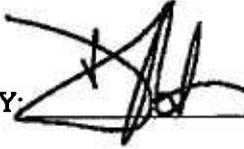
BY: 

Robert L. Quinn
(Type Name)

Commissioner, NH Department of Safety
(Title)

12/12/24
(Date)

FOR THE COMPANY

BY: 

David Shuszka
(Type Name)

Vice President
(Title)

12/12/2024
(Date)

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: 
Colin P. Carroll, Esq.

On: 12/13/24
Date

Approved by the Governor and Executive Council.

By _____

On: _____
Date

EXHIBIT A

PERFORMANCE STANDARDS

The State Agency is responsible for implementing the radiological emergency preparedness program elements that align with FEMA's Radiological Emergency Preparedness Program Manual and the NUREG-0654/FEMA-REP-1, Revision 2 guidelines. These performance standards will incorporate any future updates or revisions made by FEMA or related regulatory bodies. The cost of this implementation of the performance standards shall be borne by the Company. The key performance elements for annual planning are as follows:

I. RADIOLOGICAL EMERGENCY PREPAREDNESS

- A. Develop and maintain radiological emergency preparedness plans.
- B. Coordinate training programs for emergency response personnel.

II. STAFF EMERGENCY RESPONSE ORGANIZATION (ERO) POSITIONS

- A. Collaborate with local, state, and supporting organizations to ensure continuous staffing of key ERO positions and maintain updated contact information.

III. COMPLIANCE WITH FEMA GUIDELINES

- A. Ensure all radiological emergency preparedness activities comply with the latest FEMA Radiological Emergency Preparedness Program Manual.
- B. Align reviews, updates, and staffing efforts with current FEMA evaluation criteria and guidelines.
- C. Establish a process for continual review and improvement of emergency plans and procedures, ensuring alignment with FEMA's evolving guidance and the National Preparedness System (NPS).
- D. Develop a flexible reporting mechanism to provide timely updates to FEMA and the Company on changes made to plans and procedures, ensuring readiness for future audits and inspections.

IV. PLAN VALIDATION AND EXERCISES

- A. Coordinate and participate in radiological emergency preparedness exercises, including no/minimal release scenarios, at least once every 8-year exercise cycle.
- B. Use these exercises to evaluate and improve response plans and coordination among all participating entities.

V. COMMUNICATION AND COORDINATION

- A. Facilitate robust communication among local, state, and federal agencies during incidents.

- B. Develop public communication strategies to ensure the dissemination of accurate and timely information during emergencies.
- C. Establish a process for continual review and improvement to communication and coordination efforts to ensure a robust, accurate and timely communication strategy.

VI. RESOURCE MANAGEMENT

- A. Maintain up-to-date inventory and readiness of all necessary emergency response resources including fixed and mobile assets.
- B. Ensure rapid deployment and effective utilization of resources through coordinated logistics.

VII. RIM-C Facility Management

- A. Ensure continuous operation, staffing, and management of the RIM-C Facility with appropriately trained personnel.
- B. Maintain necessary equipment, supplies, and conduct regular drills to ensure operational readiness.
- C. Coordinate with state and local emergency management to integrate RIM-C capabilities into emergency response plans.
- D. Update plans and procedures to comply with FEMA and NRC guidelines and provide timely status reports.

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Jason B. Pear, hereby certify that David Sluszka is a duly appointed vice president of NextEra Energy Seabrook, LLC a limited liability company under RSA 304-C.

I certify that David Sluszka is authorized to bind the LLC and execute any contracts, agreements, memorandum or understandings, or other written instruments on behalf of the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 12/13/2024

ATTEST: 
(Signature)

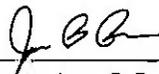
Secretary, NextEra Energy Seabrook, LLC
(Title)

NEXTERA ENERGY SEABROOK, LLC
CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF OFFICERS

The undersigned, Jason B. Pear, Secretary of NextEra Energy Seabrook, LLC, a Delaware limited liability company (the 'Company'), hereby certifies that each of the persons whose names, titles and signatures appear below is a duly appointed and acting officer of the Company and holds, on the date hereof, the office set forth opposite his or her name and the signature appearing opposite his or her name is a genuine facsimile of the signature of such officer:

<u>Name</u>	<u>Title</u>
Matthew Roskot	President
Brian C. Booth	Vice President
Brian Tobin	Vice President
Christopher H. Zajic	Vice President & Treasurer
Daniel D. DeBoer	Vice President
Julie Holmes	Vice President
Kate Stengle	Vice President, Human Resources
Lane S. Witten	Vice President
Matthew S. Handel	Vice President
Michael O. Pearce	Vice President
Robert Coffey	Vice President & Chief Nuclear Officer
David Sluszk	Site Vice President
Zachary McLaurin	Assistant Vice President
Jason B. Pear	Secretary
David Flechner	Assistant Secretary

IN WITNESS WHEREOF, I have hereunto signed my name on December 10, 2024.



Jason B. Pear
Secretary

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NEXTERA ENERGY SEABROOK, LLC**

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of NextEra Energy Seabrook, LLC, a Delaware limited liability company (the "Company") is made and entered into by ESI Energy, LLC, a Delaware limited liability company, as the member thereof (the "Member").

Pursuant to that certain Limited Liability Company Agreement of the Company, dated February 27, 2002 (the "Prior Agreement"), the Member, as the initial member, authorized the execution of a Certificate of Formation of the Company with the company name FPL Energy Seabrook, LLC, and the filing thereof with the Secretary of State of the State of Delaware for the purpose of forming the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. section 18-101, et seq.), as amended from time to time (the "Act").

On April 16, 2009, the Member authorized the execution of an Amendment to the Certificate of Formation of the Company changing the name of the Company to NextEra Energy Seabrook, LLC, and the filing thereof with the Secretary of State of the State of Delaware for the purpose of changing the name of the Company to NextEra Energy Seabrook, LLC pursuant to and in accordance with the Act.

Accordingly, the Member wishes to amend and restate the Prior Agreement in its entirety as follows:

1. Name. The name of the limited liability company is NextEra Energy Seabrook, LLC (the "Company").
2. Certificate of Formation. Aimee G. Cernicharo was previously authorized by the Member to execute and cause the Certificate of Formation to be filed and is an authorized person within the meaning of the Act. Aimee G. Cernicharo executed the Certificate of Formation and caused the certificate to be filed with the Secretary of State of the State of Delaware and, upon the filing thereof, the Company was formed. Upon the formation of the Company, the powers of Aimee G. Cernicharo as an authorized person ceased, and the Member thereupon became and is hereby designated as an authorized person within the meaning of the Act. The Member, acting on its own behalf or acting through any of its duly authorized Officers (as defined in Section 13(b) of this Agreement), shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any and all jurisdictions in which the Company may wish to conduct business.
3. Purpose and Powers. The purpose for which the Company was formed is the transaction of any or all lawful business for which a limited liability company may be formed under the Act. The Company shall have all powers which are provided to a limited liability company under the Act which are related to such purpose and necessary, or advisable to accomplish such purpose.

4. Term. The term of the Company commenced on the date of filing of the Certificate, and shall continue until terminated in accordance with the terms hereof.

5. Principal Business Office. The principal business office and chief executive office of the Company shall be located at 700 Universe Boulevard, Juno Beach, Florida 33408 or at such other location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

8. Member. The name and the mailing address of the member ("Member") is as follows:

<u>Name</u>	<u>Address</u>
ESI Energy, LLC	700 Universe Boulevard Juno Beach, Florida 33408

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member has contributed \$100 in cash to the Company.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company in its discretion.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding the preceding sentence or any other provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

13. Management.

(a) By Member. In accordance with Section 18-402 of the Act, management of the Company is vested in the Member. The Member shall have the power to do any and all acts necessary,

convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware to the extent such powers are consistent with the terms of this Agreement and are appropriate or useful in carrying out the purposes of the Company as set forth in this Agreement, including, without limitation, the power:

- (i) To borrow money and, as security therefor, to mortgage, pledge or otherwise encumber any and all assets of the Company, including the rights of the Company under any agreements;
- (ii) To cause to be paid all amounts due and payable by the Company to any Person and to collect all amounts due to the Company; and to make contributions to subsidiaries of the Company to be used to pay amounts due or to become due and payable by the subsidiaries;
- (iii) To employ or cause a subsidiary of Company to employ such agents, employees, managers, accountants, attorneys, consultants and other persons, necessary or appropriate to carry out the business and affairs of the Company or subsidiary, and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Member shall determine;
- (iv) To pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as the Member may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company or any subsidiary thereof;
- (v) To pay any and all fees and to make any and all expenditures which the Member deems necessary or appropriate in connection with the organization of the Company and subsidiaries, the management of the affairs of the Company and subsidiaries and the carrying out of its obligations and responsibilities under this Agreement and the Act, and to enforce all rights of the Company;
- (vi) To take all actions, undertake all obligations and responsibilities and exercise all rights and privileges which the Company, as the member of any subsidiary, has under its organizational documents and the law under which such subsidiary is organized, including, but not limited to, making, on behalf of the Company, contributions to and accepting on behalf of the Company, distributions from subsidiaries;
- (vii) To prosecute, protect and defend or cause to be protected and defended all patents, patent rights, trade names, trademarks and service marks, and all applications with respect thereto, which may be held by the Company or a subsidiary thereof and to

take all reasonable and necessary actions to protect the secrecy of and the proprietary rights with respect to any trade secrets, know-how, secret processes or other proprietary information and to prosecute and defend all rights of the Company or a subsidiary in connection therewith;

- (viii) To enter into, execute, acknowledge and deliver any and all contracts, agreements or other instruments necessary or appropriate to carry on the business of the Company as set forth herein;
- (ix) To cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Company, or that arise as a result of the activities of the company, unless the same are contested by the Company in good faith;
- (x) To file all applications by the Company for, or accept, necessary permits, licenses and other governmental approvals, or any amendment to or withdrawal or termination of such applications or governmental approvals;
- (xi) To establish and maintain one or more accounts for the Company in such financial institutions as the Member may from time to time designate;
- (xii) To make distributions to the Member;
- (xiii) To cause the Company to make or revoke any of the elections under the United States Internal Revenue Code of 1986, as amended, that are made at the Company level and to cause the Company to request and obtain interpretative or exemptive advice and orders from federal and state regulatory authorities;
- (xiv) To maintain liability and casualty insurance in amounts and with coverages consistent with prudent commercial standards and with insurers of recognized responsibility;
- (xv) To invest funds not immediately needed in the operation of the business;
- (xvi) To borrow funds from the Member or any of its affiliates;
- (xvii) To acquire and dispose of real, personal, intangible and mixed property and interests herein; and
- (xviii) To delegate the foregoing power and authority to any of its authorized officers.

- (b) Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if

the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 13 (b) may be amended or revoked at any time by the Member. The Officers of the Company shall be the persons listed below opposite the offices to which they are hereby appointed until each resigns or is removed:

<u>Name:</u>	<u>Title:</u>
TJ Tuscai	President
Manoochehr K. Nazar	Senior Vice President and Nuclear Chief Operating Officer
Matthew S. Handel	Vice President
John W. Ketchum	Vice President
Rajiv S. Kundalkar	Vice President
Michael O'Sullivan	Vice President
Mark R. Sorensen	Vice President and Treasurer
Gene F. St. Pierre	Vice President
Charles S. Schultz	Secretary
Michael D. Bryce	Assistant Secretary
Rita W. Costantino	Assistant Secretary
Judith J. Kahn	Assistant Treasurer
Claude A. Villard	Assistant Secretary

14. Officers Not To Engage in Activities Detrimental to the Company. The Officers, either individually or with others, shall have the right to participate in other business ventures of every kind, whether or not such other business ventures compete with the Company; *provided, however*, that the Officers shall not engage in any activity that is detrimental to the interest of the Company. The Officers, acting in the capacity of officers, shall not be obligated to offer to the Company or to the Member any opportunity to participate in any such other business venture. Neither the Company nor the Member shall have any right to any income or profit derived from any such other business venture of the Officers. The

Member acknowledges that the Officers may, from time to time, be an employee of third parties unconnected with the Company and shall only be required to dedicate such time to the affairs of the Company as the Officers, in their sole discretion, deem necessary.

15. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights to any income or profit derived from any such other business venture of the Member.

16. Exculpation and Indemnification. Neither the Member nor any Officer shall be liable to the Company, any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member or Officer by this Agreement, except that the Member or Officer shall be liable for any such loss, damage or claim incurred by reason of its willful misconduct. To the full extent permitted by applicable law, the Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member or Officer by this Agreement, except that neither the Member nor Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by it by reason of willful misconduct with respect to such acts or omissions; *provided, however*, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof.

17. Assignments.

(a) The Member may assign its membership interest in the Company in whole or in part so long as such assignment does not cause dissolution of the Company.

(b) If the Member transfers all of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company as the Member and shall exercise all the rights and powers of the transferor Member (the "Transferor") upon the execution by the transferee of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the Transferor shall cease to be the Member.

18. Resignation. The Member may resign from the Company as provided in this Section and upon satisfaction of the provisions of this Section and provided that such resignation will not result in dissolution of the Company. If the Member is permitted to resign pursuant to this Section such resignation shall not be effective until a new Member shall be admitted to the Company in the place and stead of the resigning Member and such new Member shall have executed an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective

immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

19. Status under Uniform Commercial Code. It is the intention of the Member and the Company that the interest of the Member in the Company shall not be treated as a "security" subject to the provisions of Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

20. Dissolution.

(a) The existence of the Company shall terminate upon the occurrence of an event described in the following subsections:

(b) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the retirement, resignation or dissolution of the Member or the occurrence of any other event which involuntarily terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(c) The bankruptcy or other event described in Section 18-304 of the Act with respect to the Member will not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order or priority, set forth in Section 18-804 of the Act.

21. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

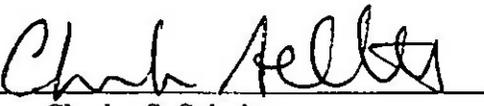
23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

24. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

[Remainder of this page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of April 16, 2009.

ESI ENERGY, LLC
the Sole Member

By: 
Name: Charles S. Schultz
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NextEra Energy Seabrook, LLC 700 Universe Boulevard Juno Beach FL 33408-0420 USA	INSURER A: Indemnity Insurance Co of North America	43575
	INSURER B: ACE Property & Casualty Insurance Co.	20699
	INSURER C: Assoc Electric & Gas Ins Serv Ltd -AEGIS	AA3190004
	INSURER D: Liberty Mutual Fire Ins Co	23035
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570109747091** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XL5054514P SIR applies per policy terms & conditions	11/15/2024	11/15/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			SCA H10751883	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			XOOG71828402005 UMB Primary	11/15/2024	11/15/2025	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Ew264N443108094 Stat WC (NEER)	11/15/2024	11/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	Excluded
							E.L. DISEASE-EA EMPLOYEE	Excluded
							E.L. DISEASE-POLICY LIMIT	Excluded
C	Excess Workers Compensation			XL5054514P Employers Liability	11/15/2024	11/15/2025	EL Each Accident	\$1,000,000
							EL Disease - Policy	\$1,000,000
							EL Disease - Ea Emp	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 A \$5,000,000 self-insured retention applies to the Workers' Compensation Policy prior to the coverage evidenced herein. A \$1,000,000 self-insured retention applies to the Employer's Liability & General Liability coverages prior to the coverage evidenced herein. RE: Project Name: NH Self Insurance Renewal. NH Certificate of Insurance -Seabrook is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

State Of New Hampshire Department of Safety 33 Hazen Drive Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
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Holder Identifier :

Certificate No : 570109747091

