

# DRAFT AIA® Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**
*(Name, legal status and address)*

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 < >

**SURETY:**
*(Name, legal status and principal place of business)*

 < >< >  
 < >

**OWNER:**
*(Name, legal status and address)*

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**CONSTRUCTION CONTRACT**

Date: &lt; &gt;

Amount: \$ &lt; &gt;

Description:

*(Name and location)*

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**BOND**

Date:

*(Not earlier than Construction Contract Date)*

&lt; &gt;

Amount: \$ &lt; &gt;

Modifications to this Bond: &lt; &gt; None &lt; &gt; See Section 16

**CONTRACTOR AS PRINCIPAL**

 Company: *(Corporate Seal)*
**SURETY**

 Company: *(Corporate Seal)*

Signature:

Name and &lt; &gt;&lt; &gt;

Title:

Signature:

Name and &lt; &gt;&lt; &gt;

Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*
*(FOR INFORMATION ONLY — Name, address and telephone)*
**AGENT or BROKER:**

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**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

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**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the



Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:

Name and Title: << >>< >

Address: << >

**SURETY**

Company: (Corporate Seal)

Signature:

Name and Title: << >>< >

Address: << >



**Irrevocable  
Standby Letter of Credit No. \_\_\_\_\_**

**Beneficiary:**

**Applicant:**

**Date of Issue:**

**Date and Place of Expiry:**

**Amount:**

Not Exceeding USD \$25,000,000 Twenty-Five Million and 00/100 United States Dollars.



WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT IN FAVOR OF THE AFORESAID ADDRESSEES (EACH, THE "BENEFICIARY") FOR DRAWINGS UP TO UNITED STATES DOLLARS TWENTY-FIVE MILLION AND 00/100 EFFECTIVE IMMEDIATELY. THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT [ BANK NAME ], [ BANK ADDRESS ] AND EXPIRES WITH OUR CLOSE OF BUSINESS ON \_\_\_\_\_.

THE TERM "BENEFICIARY" INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF EACH NAMED BENEFICIARY INCLUDING, WITHOUT LIMITATION, ANY LIQUIDATOR, REHABILITATOR, RECEIVER OR CONSERVATOR.

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT(S) DRAWN ON US, INDICATING OUR CREDIT NO. \_\_\_\_\_ FOR ALL OR PART OF THIS CREDIT IF PRESENTED AT OUR OFFICE SPECIFIED IN PARAGRAPH ONE ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE. ANY ONE BENEFICIARY OR COMBINATION OF BENEFICIARIES, ACTING INDIVIDUALLY OR COLLECTIVELY, MAY DRAW ON THIS LETTER OF CREDIT IN FULL OR IN PART, AND ANY ACTION TAKEN BY ANY OR ALL BENEFICIARIES HEREUNDER SHALL BIND EACH OF THEM.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF [BANK] UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF [BANK], AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY YOU BY REGISTERED MAIL THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND 2007 REVISION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION 600) AND, IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL. IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 36 OF SAID PUBLICATION 600, THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN AGAINST WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF BUSINESS.



**[ BANK NAME ]**

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NAME:

TITLE:



**SUPPORT AGREEMENT BETWEEN  
NORTHSTAR GROUP SERVICES, INC. AND  
NORTHSTAR VERMONT YANKEE, LLC**

THIS SUPPORT AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2018, is made by and between NorthStar Group Services, Inc., a Delaware corporation (“Parent”), and NorthStar Vermont Yankee, LLC a Delaware limited liability company f/k/a Entergy Nuclear Vermont Yankee, LLC (the “Subsidiary”).

**WITNESSETH:**

WHEREAS, Parent is the indirect owner of 100% of the outstanding interests in the Subsidiary;

WHEREAS, the Subsidiary owns the Vermont Yankee Nuclear Power Station, located in Vernon, Vermont (“VYNPS”), Renewed Facility Operating License No. DPR-28 on the basis of which the Subsidiary and NorthStar Nuclear Decommissioning Company, LLC, a Delaware limited liability company, under the ownership of Parent, are authorized to own, possess maintain and decommission the VYNPS facilities and nuclear material (the “NRC License”); and

WHEREAS, Parent and the Subsidiary desire to take certain actions to assure the Subsidiary’s ability to pay the expenses of maintaining and decommissioning VYNPS safely and protecting the public health and safety and to meet Nuclear Regulatory Commission (“NRC”) requirements and State of Vermont requirements until the NRC License is terminated (the “NRC Requirements”) and site restoration under state-law requirements is complete (the “Operating Costs”).

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Availability of Funding; Use of Proceeds.* From time to time, upon request of the Subsidiary, Parent shall provide or cause to be provided to the Subsidiary such funds as the Subsidiary determines to be necessary to pay the Operating Costs; provided, however, in any event the aggregate amount which Parent is obligated to provide under this Agreement shall not exceed \$140 million.
2. *No Guarantee.* This Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by Parent shall be construed as, or deemed to constitute, a direct or indirect guarantee by Parent to any person of the payment of the Operating Costs or of any liability or obligation of any kind or character whatsoever of the Subsidiary. This Agreement may, however, be relied upon by the NRC in determining the financial qualifications of the Subsidiary to hold the NRC License.



3. *Waivers.* Parent hereby waives any failure or delay on the part of the Subsidiary in asserting or enforcing any of its rights or in making any claims or demands hereunder.
4. *Amendments and Termination.* This Agreement may not be amended or modified at any time without 30 days' prior written notice to the NRC and written notice to the Vermont Department of Public Service, the Vermont Agency of Natural Resources, and the Vermont Attorney General's Office. This Agreement shall terminate at such time as Parent or any affiliate is no longer the direct or indirect owner of any of the shares or other ownership interests in the Subsidiary. This Agreement shall also terminate with respect to the Operating Costs and the NRC Requirements applicable to VYNPS at such time as the NRC License is terminated for all areas of the VYNPS site and the Vermont Agency of Natural Resources has determined that site restoration is complete.
5. *Successors.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
6. *Third Parties.* Except as expressly provided in Sections 2 and 4 with respect to the NRC and the State of Vermont, this Agreement is not intended for the benefit of any person other than the parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.
7. *Governing Law.* This Agreement shall be governed by the laws of the State of Delaware.
8. *Subsidiary Covenants.* The Subsidiary shall take no action to (a) cause Parent, or its successors and assigns, to void, cancel or otherwise modify its \$140 million support commitment hereunder; (b) cause Parent to fail to perform its commitments hereunder or (c) impair Parent's performance hereunder, or remove or interfere with the Subsidiary's ability to draw upon Parent's commitment, in each case, without the prior written consent of the NRC's Director of the Office of Nuclear Reactor Regulation. Further, the Subsidiary shall inform the NRC in writing any time that it draws upon the \$140 million commitment.

[SIGNATURE PAGE FOLLOWS]



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.

NorthStar Group Services, Inc.

By:

Name:

Title:

NorthStar Vermont Yankee, LLC

By:

Name:

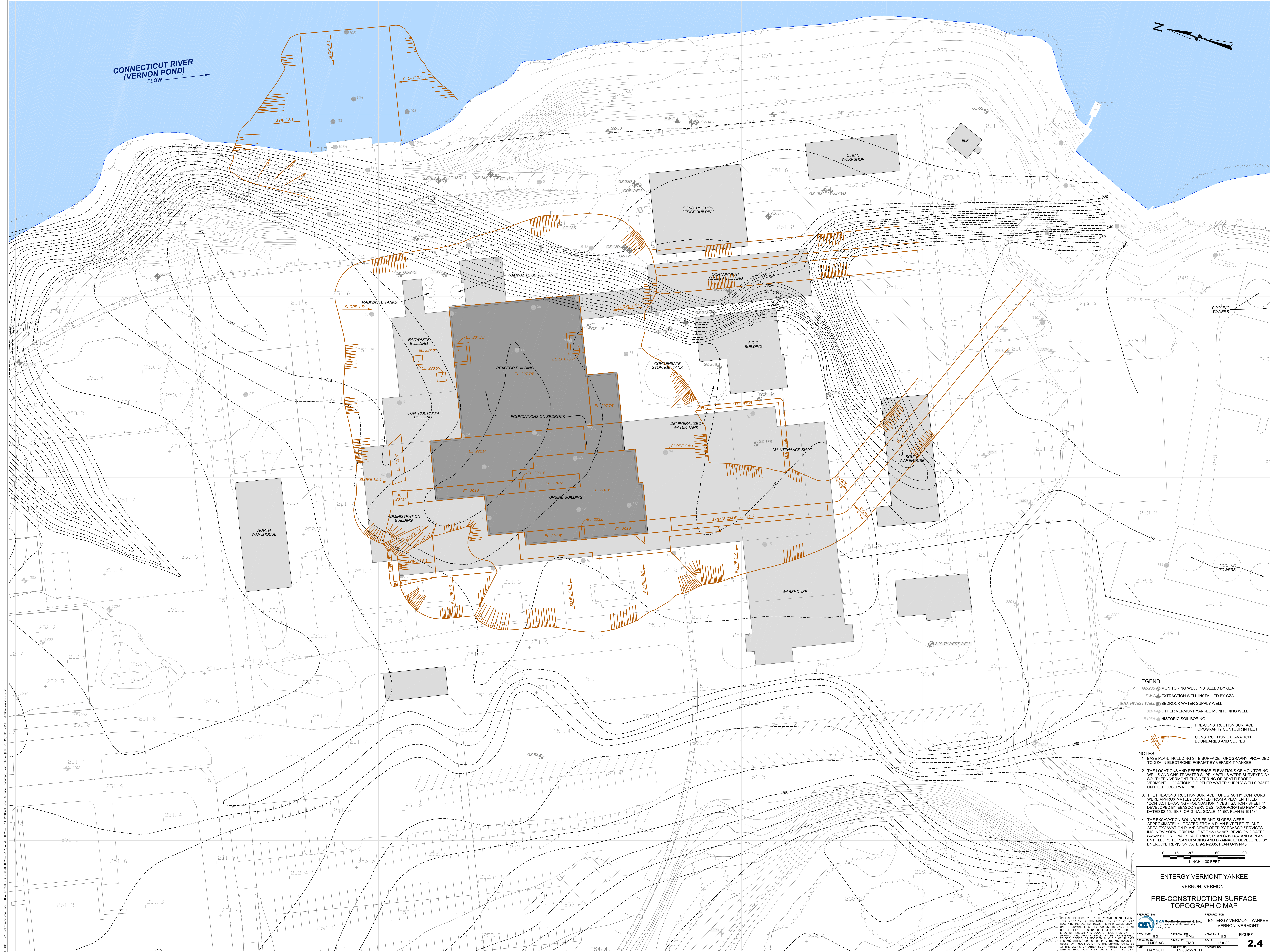
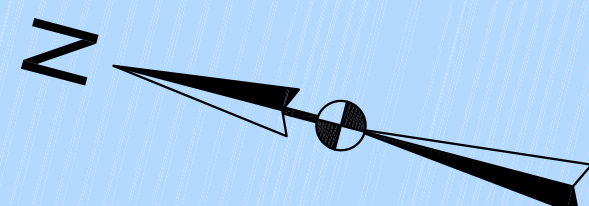
Title:



## PROGRAM SUMMARY

Description	Zurich Environmental (Steadfast Insurance Company) (Non-Admitted)
<b>Policy Term</b>	Nine (9) Year Term
<b>Policy Limit Options - Per claim and aggregate</b>	<b>Primary (Zurich):</b> \$25,000,000 per claim/aggregate \$50,000 Crisis Management Expense Aggregate \$50,000 Green Remediation Aggregate \$50,000 Green Standards Aggregate <b>Excess (Beazley):</b> \$5,000,000 aggregate (excess of \$25,000,000)
<b>Defense Expense</b>	Included in the limit of liability
<b>Deductible</b>	\$1,000,000 each pollution event deductible
<b>Retroactive Dates</b>	N/A
<b>Total Program Cost (Flat Premium)</b>	
<b>TRIA</b>	1% Additional Premium
<b>Additional Surplus Lines Tax/Fees</b>	<ul style="list-style-type: none"> <li>• VT State Surplus Lines Tax: 3% of gross premium and insurer fees only</li> <li>• VT Stamping Fee: 0</li> </ul>
<b>New Day Policy Fee</b>	Waived <i>Note: Can be waived if Alliant Insurance Services executes the surplus lines filings.</i>



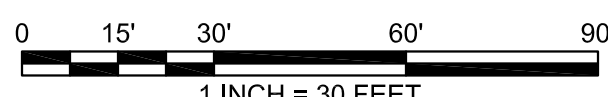


## LEGEND

- 
- GZ-235 MONITORING WELL INSTALLED BY GZA  
 EW-24 EXTRACTION WELL INSTALLED BY GZA  
 BEDROCK WATER SUPPLY WELL  
 3201 OTHER VERMONT YANKEE MONITORING WELL  
 B103A HISTORIC SOIL BORING  
 230 PRE-CONSTRUCTION SURFACE TOPOGRAPHY CONTOUR IN FEET  
 CONSTRUCTION EXCAVATION BOUNDARIES AND SLOPES


NOTES:

1. BASE PLAN, INCLUDING SITE SURFACE TOPOGRAPHY, PROVIDED TO GZM IN ELECTRONIC FORM BY VERMONT YANKEE.
2. THE LOCATIONS AND REFERENCE ELEVATIONS OF MONITORING POINTS AND OBSERVATION POINTS WERE PROVIDED BY SOUTHERN VERMONT ENGINEERING OF BRATTLEBORO VERMONT. LOCATIONS OF OTHER WATER SUPPLY WELLS BASED ON VERMONT DEPARTMENT OF ENVIRONMENTAL RECORDS.
3. THE PRE-CONSTRUCTION SURFACE TOPOGRAPHY CONTOURS WERE APPROXIMATELY LOCATED FROM A PLAN ENTITLED "CONTACT DRAWINGS - FOUNDATION INVESTIGATION - SHEET 1" DATED 12-15-1967 BY EDWARD S. GORDON, INC. (P. 191434). DATED 02-25-1967, ORIGINAL SCALE "1"=50', PLAN 19-1434.
4. THE EXCAVATION BOUNDARIES AND SLOPES WERE APPROXIMATELY LOCATED FROM A PLAN ENTITLED "PLANT AREA DRAINAGE PLAN" DATED 12-15-1967, REVISION 2 DATED 8-25-1967, ORIGINAL SCALE "1"=50', PLAN 19-1437 and A PLAN ENTITLED "PLANT AREA DRAINAGE PLAN" DATED 12-15-1967, REVISION 2 DATED 8-25-1967, ORIGINAL SCALE "1"=50', PLAN 19-1443.



ENTERGY VERMONT YANKEE  
VERNON, VERMONT

# PRE-CONSTRUCTION SURFACE TOPOGRAPHIC MAP

PREPARED BY:  <b>GZA GeoEnvironmental, Inc.</b> Engineers and Scientists <a href="http://www.gza.com">www.gza.com</a>		PREPARED FOR: <b>ENTERGY VERMONT YANKEE</b> <b>VERNON, VERMONT</b>	
PROJ. NO.: <b>JRP</b>	REVIEWED BY: <b>MMS</b>	CHECKED BY: <b>JRP</b>	<b>FIGURE</b>  <b>2.4</b>
DESIGNED BY: <b>MJD/JAS</b>	DRAWN BY: <b>EMD</b>	SCALE: <b>1" = 30'</b>	
DATE: <b>MAY 2014</b>	PROJECT NO.: <b>0000000576.11</b>	REVISION NO.:	

## 2.4