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DOCUMENT DESCRIPTION:

Duke Energy (Hernandez) - (CONFIDENTIAL) Certain information contained in Exh No. ____ (TH-1) to the direct testimony of Terry Hobbs in support of the petition; Exh A [to request for confidential classification (DN 05437-2019)].

***This document number has been assigned to a confidential document.
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Execution Copy

DECOMMISSIONING SERVICES AGREEMENT

BY AND BETWEEN

DUKE ENERGY FLORIDA, LLC, as COMPANY

AND

ADP CR3, LLC, as CONTRACTOR

AND

ADP SF1, LLC, as BUYER

Dated as of May 29, 2019

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TABLE OF CONTENTS

Duke Energy Florida
Witness: Terry Hobbs
Exhibit No. ____ (TH-1)
Page 2 of 597

	Page
ARTICLE 1 DEFINITIONS; INTERPRETATION; EFFECTIVENESS.....	2
1.1 Definitions.....	2
1.2 Certain Interpretive Matters.....	20
1.3 Effectiveness; Survival	21
ARTICLE 2 REPRESENTATIONS AND WARRANTIES.....	21
2.1 Contractor and Buyer Representations and Warranties.....	21
2.2 Company Representations and Warranties	22
ARTICLE 3 PRE-CLOSING COVENANTS OF THE PARTIES	26
3.1 Company's Conduct of Business Relating to the Assets and the CR-3 Facility	26
3.2 Contractor's Conduct of Business	28
3.3 Further Assurances.....	28
3.4 Consents and Approvals	28
3.5 Notice of Significant Changes; Revised Schedules; First Amendment to DSA.....	29
3.6 Contractor's Delivery of Financial Statements.....	30
3.7 Access to Information	31
3.8 Protection of Proprietary Information.....	32
3.9 Expenses	33
3.10 Public Statements.....	34
3.11 Taxes.....	34
3.12 NRC Commitments.....	35
3.13 Decommissioning	36
3.14 Contractor's Provisional Trust.....	36
3.15 ISFSI Decommissioning Trust.....	36
3.16 Appointment of Company Designee.....	36
3.17 Pre-Closing Decommissioning Services.....	36
3.18 Administration of Security Screening.....	37
ARTICLE 4 THE CLOSING OF THE SNF PSA.....	37
4.1 Closing.....	37
4.2 Deliveries by Company.....	37
4.3 Deliveries by Contractor and Buyer	38
ARTICLE 5 TERMINATION.....	40
5.1 Termination.....	40
ARTICLE 6 CONTRACTOR'S AND BUYER'S POST-CLOSING RIGHTS, OBLIGATIONS AND RESPONSIBILITIES	42
6.1 Authority for Operations; Limitations	42
6.2 Decommissioning	42
6.3 Environmental Liabilities.....	43
6.4 Security	43

CONFIDENTIAL

Duke Energy Florida
Witness: Terry Hobbs
Exhibit No. ____ (TH-1)
Page 3 of 597

TABLE OF CONTENTS

(continued)

	Page
6.5 Safety	43
6.6 Decommissioning in Compliance with Laws	43
6.7 Project Schedule.....	44
6.8 Removal of Improvements; Site Restoration.....	44
6.9 Covenant Against Liens.....	44
6.10 Maintenance of Records	45
6.11 Diverse Suppliers	45
6.12 Reporting; Walk-downs; Compliance Meetings.....	45
6.13 Claims Under the Spent Fuel Disposal Contract	46
6.14 Contractor's Provisional Trust Fund.....	46
6.15 Amended and Restated LLC Agreement	46
6.16 Parent Guaranties and Parent Support Agreements	47
6.17 Utilities and Site Maintenance Services	47
6.18 Intent of Agreement	47
6.19 Third Party Contracts	47
6.20 SNF Services Agreement.....	47
6.21 Property Taxes	47
6.22 Financial Statements	48
ARTICLE 7 COMPANY'S POST-CLOSING RIGHTS, OBLIGATIONS AND RESPONSIBILITIES	49
7.1 Company Access.....	49
7.2 Department of Energy Decommissioning and Decontamination Fees	49
7.3 Cooperation for Claims Under Standard Contract.....	49
ARTICLE 8 RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BOTH PARTIES	49
8.1 Compliance with Laws and Permits	49
8.2 Permits	50
8.3 Release of any Hazardous Substance.....	51
8.4 Protection of Wetlands.....	51
8.5 Condemnation.....	51
8.6 Access to the NRC-Licensed Site; Coordination of Access	52
8.7 Books and Records	54
8.8 Post-Closing - Further Assurances.....	55
8.9 Occurrence of SAFSTOR Condition	55
ARTICLE 9 NDF; CONTRACTOR'S PROVISIONAL TRUST FUND; DISBURSEMENTS.....	55
9.1 Compensation; Fixed Price.....	55
9.2 NDF; IOI Decommissioning Subaccount	56
9.3 Withdrawals from IOI Decommissioning Subaccount	57
9.4 Maintenance of ISFSI Decommissioning Trust.....	58
9.5 Maintenance and Termination of Contractor's Provisional Trust Fund	59
9.6 Notice of Milestone One and End-State Conditions; Actions of Parties	59

EXHIBITS

Exhibit A	Form of Spent Nuclear Fuel Purchase and Sale Agreement
Exhibit B-1	Form of Parent Guaranty (NorthStar)
Exhibit B-2	Form of Parent Guaranty (Orano)
Exhibit C	Form of SNF Services Agreement
Exhibit D	Form of Amended and Restated LLC Agreement
Exhibit E	Form of Pledge Agreement
Exhibit F	Fourth Amendment to Amended and Restated NDF Agreement
Exhibit G	Form of Contractor's Provisional Trust Agreement
Exhibit H-1	Form of Parent Support Agreement (NorthStar)
Exhibit H-2	Form of Parent Support Agreement (Orano)
Exhibit I	Form of Disposal Guarantee
Exhibit J	Form of Assignment and Assumption Agreement
Exhibit K	Form of Bill of Sale
Exhibit L	Form of Legal Opinion
Exhibit M	Form of ISFSI Decommissioning Trust Agreement

ATTACHMENTS

Attachment 1	Project Specifications
Attachment 2	Project Schedule
Attachment 3	<i>Intentionally Omitted</i>
Attachment 4	<i>Intentionally Omitted</i>
Attachment 5	<i>Intentionally Omitted</i>
Attachment 6	Company's Knowledge; Contractor's Knowledge; Buyer's Knowledge
Attachment 7	Pay Item Schedule
Attachment 8	Company EH&S Site Requirements
Attachment 9	Reporting and Notification Requirements
Attachment 10	Contractor Insurance
Attachment 11	<i>Intentionally Omitted</i>
Attachment 12	Investment Guidelines
Attachment 13	FDEP Letter
Attachment 14-A	Environmental Permits
Attachment 14-B	Requirements for Sea Turtle Protection
Attachment 15	Statement of Assets of the NDF
Attachment 16	Specimen Pollution Legal Liability Insurance Policy
Attachment 17	Company's Required Regulatory Approvals; Contractor's Required Regulatory Approvals

SCHEDULES

Schedule 2.2.9	Environmental Matters
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WHEREAS, Contractor desires to perform the Decommissioning for a fixed price, and Company has agreed to pay Contractor the fixed price for the Decommissioning from the qualified trust fund maintained within the NDF, on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Company and Contractor agree as follows:

ARTICLE 1
DEFINITIONS; INTERPRETATION; EFFECTIVENESS

1.1 Definitions.

1.1.1 As used in this Agreement, the following terms have the meanings specified in this Section 1.1.1.

“Affiliate” means, with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, now or hereafter, owns or controls, is owned or controlled by, or is under common ownership or control with a Party, where “control” (including the terms “controlled by” and “under common control with”) means (i) at least a fifty percent (50%) ownership interest, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock or other securities, as trustee or executor, by contract or credit arrangement or otherwise.

“Agreed Amount” means, as of the Closing Date, an amount of cash in the IOI Decommissioning Subaccount that is equal to Five Hundred Forty Million Dollars (\$540,000,000), as such amount may be adjusted by deducting all amounts paid to Contractor under a Pre-Closing Decommissioning Services Contract, if any. The Agreed Amount shall be increased by all earnings and decreased by all losses, Taxes and other expenses of the IOI Decommissioning Subaccount from and after the Closing Date.

“Agreed Outage Period” has the meaning set forth in Section 8.6.4.

“Agreement” means this Decommissioning Services Agreement, and all of the Attachments and Exhibits attached hereto, each of which is incorporated herein in its entirety by the reference, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof.

“Amended and Restated LLC Agreement” means the amended and restated limited liability company agreement governing Contractor in accordance with the Laws of the State of Delaware, in the form attached hereto as Exhibit D.

“Amended and Restated NDF Agreement” means the Amended and Restated Nuclear Decommissioning Trust Agreement dated May 1, 2008 by and between the Trustee and Company, as amended as of November 13, 2013, January 29, 2014 and December 31, 2015, and following the Closing, as amended by the Fourth Amendment to Amended and Restated NDF Agreement.

“Ancillary Agreements” means the SNF PSA, the Parent Guaranties, the Pledge Agreement, the Parent Support Agreements, the Fourth Amendment to Amended and Restated NDF Agreement, the Contractor’s Provisional Trust Agreement, **the Disposal Guarantee**, the ISFSI Decommissioning Trust Agreement, the Amended and Restated LLC Agreement, the Assignment and Assumption Agreement, the SNF Services Agreement, and the Bill of Sale.

“ANI” means American Nuclear Insurers, or any successors thereto.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement between Company and Buyer in the form attached hereto as Exhibit J, whereby at the Closing, Company (as Seller under the SNF PSA) shall assign and Buyer shall assume the Assets and the Assumed Liabilities, as applicable.

“Atomic Energy Act” means the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2011 et seq.).

“Bankruptcy Code” means Title 11 of the United States Code, as amended from time to time, or any similar federal or state Law for the relief of debtors.

“Bankruptcy Event” means, with respect to any Person, that any one or more of the following has occurred:

- (a) that Person has commenced a voluntary case concerning itself under the Bankruptcy Code;
 - (b) an involuntary case is commenced against that Person under the Bankruptcy Code and the petition is not controverted within thirty (30) days, or is not dismissed within ninety (90) days after commencement of the case;
 - (c) a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or any substantial part of the property of that Person;
 - (d) that Person commences any other proceedings under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction whether now or hereafter in effect relating to that Person;
 - (e) there is commenced against such Person any proceeding of the type described in clause (d) above and such proceeding is not controverted within thirty (30) days or is not dismissed for a period of ninety (90) days;
 - (f) any order of relief or other order is entered approving any case or proceeding of the types described in clauses (b) or (d) above;
 - (g) that Person makes a general assignment for the benefit of creditors;
- or

accordance with applicable Laws; and (e) any planning and administration activities incidental thereto.

“Decommissioning Costs” means the costs and expenditures incurred for goods and services (including any planning and administrative activities incidental thereto) provided in connection with the Decommissioning of the CR-3 Facility and the NRC-Licensed Site, but excluding costs incurred for the operation and maintenance of the ISFSI, management of Spent Nuclear Fuel, and the removal of all of the Spent Nuclear Fuel and HLW from the ISFSI and the Crystal River Site, and Decommissioning of the ISFSI.

“Decommissioning Plan” means the activities contemplated by the Post Shutdown Decommissioning Activities Report submitted by Company to the NRC on December 2, 2013.

“Department of Energy” or “DOE” means the United States Department of Energy and any successor agency thereto.

“Department of Energy Decommissioning and Decontamination Fees” means all fees related to the Department of Energy’s Special Assessment of utilities for the Uranium Enrichment Decontamination and Decommissioning Funds pursuant to Sections 1801, 1802 and 1803 of the Atomic Energy Act and the Department of Energy’s implementing regulations at 10 C.F.R. Part 766, as those statutes and regulations exist at the time of execution of this Agreement, applicable to separative work units purchased from the Department of Energy in order to decontaminate and decommission the Department of Energy’s gaseous diffusion enrichment facilities.

“Disposal Guarantee” means a guarantee in the form attached hereto as Exhibit I issued by Waste Control Specialists LLC in favor of the trustee of Contractor’s Provisional Trust Fund with respect to disposal of waste generated during the Decommissioning, in an amount not to exceed the total of (a) Fifty Million Dollars (\$50,000,000); minus (b) the funds held in Contractor’s Provisional Trust Fund as of the date of calculation of such amount.

“Dispute” has the meaning set forth in Section 16.7.1.

“Dispute Engagement Notice” has the meaning set forth in Section 16.7.1(a).

“Diverse Suppliers” has the meaning set forth in Section 6.11.

“End-State Conditions” means all of the following conditions, collectively, and “achieving” or “satisfying” the End-State Conditions, or terms of similar import, means the satisfaction of all of the following conditions:

(a) Contractor has satisfied all of the ISFSI-Only Interim End-State Conditions;

(b) Contractor has fully performed all of its obligations under the License Termination Plan as approved by the NRC, including removal of Spent Nuclear Fuel from the NRC-Licensed Site and the Decommissioning of the ISFSI;

“First Amendment to DSA” means an amendment to this Agreement to be entered into by Company and Contractor on or before the Closing Date, whereby the Parties agree to amend this Agreement by attaching the mutually agreed exhibits and attachments to be finalized between the Contract Date and the Closing Date, including **the Pay Items**, the Environmental Permits, the Non-Environmental Permits and the Project Schedule.

“Force Majeure” means events or circumstances that are outside the non-performing Party’s reasonable control, e.g., acts of God; war; acts of civil disobedience; acts of terrorism; fires; explosions; earthquakes; epidemics; landslides; hurricanes or windstorms; riots; floods; sabotage or other malevolent acts; labor strikes or other similar acts of industrial disturbance (other than acts of employees of the nonperforming Party or its Affiliates); acts, delays in acting, or failure to act of a Governmental Authority (including a taking or condemnation); or any similar events or occurrences; provided, however, an event shall only be considered an event of Force Majeure to the extent: (a) the non-performing Party is unable to prevent, avoid, overcome or cure such event through the exercise of commercially reasonable efforts; (b) such event is not the proximate result of the non-performing Party’s act, omission, fault or negligence, including failure to maintain equipment in good working order, failure to comply with any contract, or failure to comply with all applicable Laws; and (c) such event results in a material impairment of the non-performing Party’s ability to perform; provided, further, that the unavailability of a disposal facility for Low Level Waste, is not an event of Force Majeure.

“Fourth Amendment to Amended and Restated NDF Agreement” means the Fourth Amendment to the Amended and Restated NDF Agreement in the form attached hereto as Exhibit F.

“Good Utility Practices” means any of the practices, methods and activities generally accepted by a significant portion of the nuclear industry in the United States of America as good practices applicable to: (a) nuclear generating facilities that have ceased operating in anticipation of decommissioning, or the decommissioning of a nuclear generating facility, as applicable, of similar design, size and capacity as the CR-3 Facility; or (b) any of the practices, methods or activities which, in the exercise of reasonable judgment by a prudent Person decommissioning a nuclear facility of similar design, size and capacity as the CR-3 Facility, in light of the facts known at the time the decision was made, would reasonably have been expected to accomplish the desired result at a reasonable cost and consistent with good safety practices and applicable Laws including Nuclear Laws and Environmental Laws. Good Utility Practices are not intended to be limited to the optimal practices, methods or acts to the exclusion of all others.

“Governmental Authority” means any federal, state, local provincial, foreign, international or other governmental, regulatory or administrative agency, taxing authority, commission, department, board, or other government subdivision, court or tribunal.

“Greater Than Class C Waste” means radioactive waste that contains radionuclide concentrations exceeding the values in Table 1 or Table 2 of 10 C.F.R. § 61.55, and therefore is currently not generally acceptable for disposal at existing (near surface) low level radioactive waste disposal facilities.

“Nuclear Waste Fund” means the fund established by Section 302(c) of the Nuclear Waste Policy Act in which the Spent Nuclear Fuel fees to be used for the design, construction and operation of a High Level Waste Repository and other activities related to the storage and disposal of Spent Nuclear Fuel is deposited.

“Outage Work” has the meaning set forth in Section 8.6.4.

“Parent Guarantors” means each of NorthStar Group Services, Inc., a Delaware corporation, and Orano USA LLC, a Delaware limited liability company.

“Parent Guaranty” means a guaranty in the form attached hereto as Exhibit B issued by each Parent Guarantor in favor of Company, pursuant to which such Parent Guarantor, severally (and not jointly) with the other Parent Guarantor and in accordance with the terms and conditions set forth therein, guarantees the payment and performance of the obligations of Contractor under this Agreement and the Ancillary Agreements to which Contractor is a party, and the obligations of Buyer under the SNF PSA and the Ancillary Agreements to which Buyer is a party.

“Parent Support Agreement” means a Support Agreement in the form attached hereto as Exhibit H-1 and Exhibit H-2 by and among each Parent Guarantor, Contractor and Buyer, pursuant to which such Parent Guarantor agrees to provide up to a specified amount of funding to Contractor and Buyer totaling One Hundred Forty Million Dollars (\$140,000,000), in the aggregate, to perform their obligations under this Agreement and complete the Decommissioning of the CR-3 Facility, including the ISFSI.

“Party” or “Parties” has the meaning set forth in the preamble.

“Pay Item” means each of the items set forth on the Pay Item Schedule (none of which shall include any services related to the operation or maintenance of the ISFSI or the management of the Spent Nuclear Fuel), for which Contractor will be entitled to be paid the amount shown.

“Pay Item Schedule” means the schedule that sets out the payments to be made to Contractor upon the completion of the Pay Items, as set forth in Attachment 7.

“Permits” means any federal, state or local permits, licenses, approvals, consents, registrations or authorizations required by any Governmental Authority in connection with the Decommissioning, but not including the NRC License or any Environmental Permits.

“Person” means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, association, or Governmental Authority.

“Pledge Agreement” means the Pledge Agreement to be entered into by Company and Contractor’s sole member, Accelerated Decommissioning Partners, LLC, whereby Accelerated Decommissioning Partners, LLC will pledge its equity interest in Contractor to Company as collateral for Contractor’s obligations hereunder, in the form attached hereto as Exhibit E.

“PLR” has the meaning set forth in Section 3.11.3.

of whether any given day is a Business Day and whether or not any given period ends on a Business Day.

(e) All references to a particular entity shall include such entity's permitted successors and permitted assigns unless otherwise specifically provided herein.

(f) All references herein to any Law or to any contract or other agreement shall be to such Law, contract or other agreement as amended, supplemented or modified from time to time unless otherwise specifically provided herein.

1.2.2 The table of contents and the titles or headings of the Articles and Sections hereof and Attachments hereto have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

1.2.3 This Agreement was negotiated and prepared by the Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

1.2.4 The Attachments hereto are incorporated herein and are intended to be a part of this Agreement.

1.3 **Effectiveness; Survival.** This Agreement shall be effective as of the Contract Date, except for the provisions of Article 6, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 14 and Article 15 which shall be of no force or effect until the Closing occurs and shall thereafter be effective as of and after the Closing Date. The provisions of Article 3, Article 4 and Article 5 shall apply solely between the Contract Date and the Closing Date, and shall be of no further force and effect after the Closing Date. The provisions of Article 1, Article 2 and Article 16 shall be effective as of the Contract Date and shall remain in full force and effect thereafter, including following the Closing Date, except that Sections 2.2.4, 2.2.5, 2.2.9 and 2.2.10 shall expire and be of no further force and effect as of the Closing Date. The representations and warranties of the Parties set forth in this Agreement and the other provisions hereof shall be in effect and shall survive during the term of this Agreement and any termination hereof to the extent then in effect as set forth in this Section 1.3.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES.

2.1 Contractor and Buyer Representations and Warranties.

2.1.1 **Organization; Qualification.** Contractor is and at all times during the term of this Agreement shall be a limited liability company validly existing and in good standing under the Laws of the State of Delaware. Contractor has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Contractor is and at all times during the terms of this Agreement shall be qualified to conduct business in the State of Florida.

preparation and review of any such filings; provided that any application fees shall be paid by Contractor, except as set forth in Section 3.4.2.

3.4.2 As promptly as practicable after the Contract Date, Contractor and Company shall file an application with the NRC requesting consent under Section 184 of the Atomic Energy Act and 10 C.F.R. § 50.80 for the transfer of the NRC License authorizing possession and maintenance, including Decommissioning, of the NRC-Licensed Site, from Company to Contractor, and approval of any conforming license amendments, and any other related approvals; provided, however, that Company shall retain its rights as the owner of the CR-3 Facility and the NRC-Licensed Site (other than the ISFSI) under the NRC License. In fulfilling their respective obligations set forth in the immediately preceding sentence, each of Contractor and Company shall use its commercially reasonable efforts to effect any such filing within sixty (60) days after the Contract Date. Each Party will bear its own costs of the preparation of any such filing, and NRC fees shall be equally shared by the Parties. Thereafter, Contractor and Company shall cooperate with one another to facilitate NRC review of the application by promptly providing the NRC staff with such documents or information that the NRC staff may reasonably request or require any of the Parties to provide or generate.

3.4.3 The Parties shall respond promptly to any requests for additional information made by Governmental Authorities, use their respective commercially reasonable efforts to participate in any hearings, settlement proceedings or other proceedings ordered with respect to the applications, and use their respective commercially reasonable efforts to cause regulatory approval to be obtained at the earliest possible date after the date of filing. Company shall have the right to review in advance all characterizations of the information relating to the transactions contemplated by this Agreement which appear in any application or filing made in connection with the transactions contemplated hereby by Contractor, and Contractor shall consider in good faith any revisions reasonably requested by Company.

3.4.4 During the Pre-Closing Period, Contractor and Company shall cooperate with each other, including by establishment of a transition committee with representatives of each of Contractor and Company that shall develop a transition plan to be implemented to transition the CR-3 Facility from Company to Contractor upon the Closing. Without limiting the foregoing, among other things, Contractor and Company shall prepare the procedures as described in Attachment 14-B.

3.5 Notice of Significant Changes; Revised Schedules; First Amendment to DSA.

3.5.1 Each Party will promptly advise the other Party in writing of any change or circumstance arising, or being discovered, after the Contract Date that would constitute a material breach of any representation or warranty of such Party under this Agreement or the SNF PSA. No later than fifteen (15) Business Days prior to the Closing, each Party shall provide the other Party with any and all revisions, modifications and updates to the Schedules to the SNF PSA such that the Schedules to the SNF PSA will be true and correct as of such date, including with respect to any breach of any representation or warranty of a Party under the SNF PSA. Such revisions, modifications and updates will be incorporated into the Schedules prior to the Closing; provided, however, that to the extent that such revisions, modifications and updates have a Seller Material Adverse Effect or a Buyer Material Adverse Effect, as the case may be,

3.8.3 Company or Contractor may, without the prior consent of the other Party, disclose Proprietary Information of the other Party as may be necessary to comply generally with any applicable Laws or with the rules of any applicable stock exchange. The disclosing Party shall notify the other Party whose Proprietary Information is to be disclosed, as far in advance as reasonably practical, of its intention to release to any third party any such Proprietary Information.

3.8.4 Notwithstanding anything to the contrary in the foregoing, nothing in this Section 3.8 authorizes or permits Contractor to disclose any Third Party Proprietary Information that Contractor obtains as part of the Company Proprietary Information to any other Person. Contractor acknowledges and agrees that to the extent Company is prohibited or restricted by any non-disclosure or confidentiality obligation to any third party from disclosing any Third Party Proprietary Information to Contractor, Company shall have the right to not disclose such Third Party Proprietary Information to Contractor until Contractor has reached agreement with such third party and such third party has notified Company in writing that Company may disclose such Third Party Proprietary Information to Contractor. Company shall notify Contractor if there is any Third Party Proprietary Information of which Company is aware that Company is prohibited or restricted from disclosing to Contractor, and advise Contractor of such third party so that Contractor may make appropriate arrangements with such third party. Company's failure to disclose any Third Party Proprietary Information pursuant to this Section 3.8.4 shall not serve as the basis for a claim of any breach of a representation, warranty or other obligation of Company hereunder.

3.8.5 If this Agreement is terminated before the Closing, this Section 3.8 shall survive the termination of this Agreement for five (5) years. In addition, if this Agreement is terminated before the Closing, Contractor shall, within thirty (30) days after receipt of a written request from Company, return or destroy Company's Proprietary Information in the possession or control of Contractor, any of its Affiliates or their respective Representatives, and Company shall, within thirty (30) days after receipt of a written request from Contractor, return or destroy Contractor's Proprietary Information in the possession or control of Company, any of its Affiliates or their respective Representatives. Notwithstanding the foregoing, a recipient or another Party's Proprietary Information shall not be required to return or destroy such other Party's Proprietary Information to the extent that it (a) is commingled with other electronic records that are collected and maintained in a separate secure facility as part of information technology backup procedures in accordance with the normal course of business; (b) is included in a Party's disclosures to its or its Affiliate's board of directors or similar governing body or the records of deliberations of such body in connection with the consideration of the authorization and approval of this Agreement and the transactions contemplated hereby; (c) the recipient is required to retain such Proprietary Information under applicable Law; or (d) the recipient is a legal or other professional advisor to a Party with professional responsibilities to maintain client confidences; provided, however, that such retained Proprietary Information shall remain subject to the provisions of this Section 3.8.

3.9 Expenses. Except to the extent specifically provided herein, whether or not the transactions contemplated hereby are consummated, each Party shall bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the cost of legal, technical and financial consultants, the costs of transition as set forth

in the transition plan adopted by the Parties in accordance with Section 3.4.4, the costs of performing its obligations under this Agreement, and the cost of filing for and prosecuting applications for in the case of Company, Company's Required Regulatory Approvals, and in the case of Contractor, Contractor's Required Regulatory Approvals.

3.10 Public Statements.

3.10.1 During the Pre-Closing Period: (a) Company shall issue all news releases, public statements and similar publicity concerning this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, in form and substance mutually agreed by the Parties; and (b) Contractor shall not, and shall not permit any of its Affiliates or subcontractors to, engage in any form of publicity or publish, release, disclose or disseminate to any member of the public, media, Governmental Authority or any other Person other than Company, whether in writing or orally, this Agreement, the Ancillary Agreements or any information regarding the transactions contemplated hereby or thereby, without Company's express prior written consent, except as may be required by applicable Law or stock exchange rules, such as required filings and other required public statements or testimony before regulatory authorities, and then only to the extent that Company has, to the extent permitted by applicable Law, been provided an opportunity to review and comment on such release or disclosure. Notwithstanding anything to the contrary in the foregoing, Contractor may also disclose information regarding this Agreement, the Ancillary Agreement and the transactions contemplated hereby and thereby in accordance with Sections 3.4 and 3.8.1.

3.10.2 During the Pre-Closing Period, on a case-by-case basis, as determined by Company and with Company's express prior written consent: (a) Contractor may be requested to provide media interviews concerning this Agreement, the Ancillary Agreement and the transactions contemplated hereby and thereby; and (b) Contractor may share Company's news releases, social media posts and other external content in Contractor's internal and external communication channels. Contractor shall cooperate with Company in maintaining good community relations during the Pre-Closing Period.

3.10.3 Contractor shall not, and shall not permit any of its Affiliates or subcontractors to, use Company's or any of its Affiliates' names, logos, trademarks, service marks or trade names in any way without Company's prior written consent.

3.10.4 Upon the Closing, the Parties will issue a joint press release or coordinated separate press releases concerning the consummation of the transactions contemplated hereby, in form and substance to be mutually agreed. The Parties shall reasonably cooperate in matters relating to the content and timing of public announcements and other public disclosures (other than required filings and other required public statements or testimony before regulatory authorities) relating to this Agreement or the transactions contemplated hereby.

3.11 Taxes.

3.11.1 Any Transfer Taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by Contractor and Company in equal proportions. Contractor and Company will file, to the extent required by applicable Law, all necessary Tax

Returns and other documentation with respect to any such Transfer Taxes, and, if required by applicable Law, will each join in the execution of any such Tax Returns or other documentation. The Parties shall use commercially reasonable efforts to comply with all requirements and secure applicable sales tax exemptions for the transactions contemplated by this Agreement.

3.11.2 The Parties acknowledge, agree, and intend, as a result of the agreements and arrangements set forth in this Agreement and the Ancillary Agreements, as follows for all Tax purposes: (a) Company shall have retained ownership and use of all of its assets and shall not have transferred ownership of the NRC-Licensed Site or any other of its assets to Contractor or any of its Affiliates (whether by application of Section 7701(e) of the Code or otherwise) except for the Assets transferred to Buyer pursuant to the SNF PSA; (b) Company shall be treated as the owner of the NDF, and the NDF shall be the owner of the assets held in the IOI Decommissioning Subaccount, as well as any proceeds held or earned therein unless, until, and to the extent such proceeds are paid to Contractor or any of its Affiliates in payment of services performed, and obligations discharged, by Contractor or any of its Affiliates pursuant to this Agreement and the Amended and Restated NDF Agreement; and (c) the rights and obligations of Company, Contractor and any of its Affiliates set forth in this Agreement and the Ancillary Agreements shall be respected (after the application of Section 7701(e) of the Code and other relevant Tax ownership principles) as representing only an arrangement whereby Contractor and its Affiliates will perform Decommissioning and other services for Company on Company's behalf in exchange for disbursements of cash consideration from the IOI Decommissioning Subaccount within the NDF as a fixed price fee for these services equal to the Agreed Amount, with such Agreed Amount to be paid in portions periodically to Contractor when the services necessary to discharge the Decommissioning liabilities are performed in accordance with the terms of this Agreement. The Parties hereto, as well as their Affiliates, shall prepare all applicable Tax books, records, and filings, and otherwise act, in a manner consistent with this Section 3.11.2, unless otherwise required by Law.

3.11.3 Promptly following the Contract Date, Company shall use commercially reasonable efforts to obtain a private letter ruling (the "PLR") from the IRS regarding the contractual arrangement under this Agreement and the Ancillary Agreements, including confirmation that (a) this Agreement along with the Ancillary Agreements will not cause a disqualification, in whole or in part, of the qualified trust fund maintained within the NDF under Treas. Reg. Section 1.468A-5; and (b) payments made from the qualified trust fund maintained within the NDF pursuant to this Agreement and the Ancillary Agreements are a permissible use of the NDF under Treas. Reg. § 1.468A-5(a)(3). Company shall (i) provide Contractor with a draft of the PLR prior to filing (and allow Contractor a reasonable opportunity to review and comment); (ii) notify Contractor once the PLR is submitted, and promptly provide Contractor with a copy of the PLR request as submitted to the IRS; and (iii) notify Contractor once the final response is received from the IRS, and promptly provide Contractor with a copy of the PLR issued by IRS.

3.12 NRC Commitments. Until the Closing, Company shall maintain and use the Assets in accordance with the NRC Commitments, the NRC License, applicable NRC regulations and policies and with applicable Laws, including Nuclear Laws.

3.13 Decommissioning. Contractor shall commit to the NRC and other applicable Governmental Authorities that Contractor will complete the Decommissioning of the CR-3 Facility and the Crystal River Site, and that it will complete all Decommissioning activities as contemplated under this Agreement in accordance with all Nuclear Laws and Environmental Laws, including applicable requirements of the Atomic Energy Act and the NRC's rules, regulations, orders and guidance thereunder. Contractor shall, and shall cause the Parent Guarantors to, take commercially reasonable steps necessary to satisfy any requirements imposed by the NRC regarding decommissioning funds, in a manner sufficient to obtain NRC approval of the transfer of the NRC License from Company to Contractor. In the event that the NRC or other Governmental Authority reasonably requires Contractor to provide Decommissioning funding assurance, Contractor, the Parent Guarantors, or such other entity as shall be acceptable to the NRC, shall post a guaranty or other financial assurances or take such other action as is sufficient to satisfy such reasonable additional assurance requirement in such form as reasonably required by such Governmental Authority.

3.14 Contractor's Provisional Trust. On or before the Closing Date, Contractor shall establish a separate trust fund, the "Contractor's Provisional Trust Fund", which shall: (a) be a trust, validly existing under the Laws of the Commonwealth of Pennsylvania with all requisite authority to conduct its affairs; (b) satisfy all requirements necessary for such trust to be treated as a "grantor trust" for federal and state income tax purposes pursuant to Sections 671-678 of the Code of which Contractor is the "grantor"; and (c) be in compliance in all material respects with all applicable Laws of the NRC and any other Governmental Authority. The Contractor's Provisional Trust Fund shall be governed by a trust agreement in substantially in the form set forth in Exhibit G. Within such trust fund, the Contractor's Provisional Trust Agreement shall establish a Provisional Milestone Account and a Provisional IOI Account. On or before the Closing Date, Contractor shall deposit Twenty Million Dollars (\$20,000,000) into the Provisional IOI Account. In addition, on or before the Closing Date, Contractor shall deliver the Disposal Guarantee to the trustee of the Provisional Milestone Account, which shall be reduced in accordance with Section 6.14. On-going funding of Contractor's Provisional Trust Fund shall be made in accordance with Section 6.14, and disbursements from the Provisional Milestone Account shall be made in accordance with Section 9.4.

3.15 ISFSI Decommissioning Trust. On or before the Closing Date, Buyer shall establish the ISFSI Decommissioning Trust. The ISFSI Decommissioning Trust shall be governed by a trust agreement in substantially in the form set forth in Exhibit M. On or before the Closing Date, Contractor shall provide financial assurance in a form and in an amount meeting the requirements of 10 CFR 70.32(e) to the ISFSI Decommissioning Trust. The ISFSI Decommissioning Trust shall be established to hold the financial assurance until Contractor achieves the End-State Conditions.

3.16 Appointment of Company Designee. On or before the Closing Date, Contractor shall have taken such actions as necessary to cause a person to be duly appointed to serve as an independent manager of Contractor, with such rights as set forth in and in accordance with the Amended and Restated LLC Agreement.

3.17 Pre-Closing Decommissioning Services. If Company and Contractor agree on any services related to the Decommissioning that will be performed by Contractor prior to the

material breach of any agreement, covenant, representation or warranty in this Agreement, then Company may not exercise any right it may otherwise have under this Section 5.1 to elect to terminate this Agreement until such material breach has been cured; provided that the foregoing shall not apply to diminish or limit Contractor's or Company's respective right to terminate this Agreement pursuant to Section 5.1.4 or 5.1.6.

5.1.10 Effect of Termination. In the event of a termination of this Agreement by Company or Contractor pursuant to Section 5.1, written notice thereof shall promptly be given by the terminating Party to the other Party, and this Agreement shall immediately become void and neither Party shall thereafter have any further liability hereunder to the other Parties; provided, however, that nothing in this Agreement shall relieve a Party from liability for any willful breach of or willful failure to perform under this Agreement.

ARTICLE 6
CONTRACTOR'S AND BUYER'S POST-CLOSING RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

6.1 Authority for Operations; Limitations. Contractor shall possess, maintain and Decommission the CR-3 Facility and NRC-Licensed Site, and shall control all activities at the NRC-Licensed Site as permitted and required by, and subject to the provisions and limitations set forth in, this Agreement, including Section 8.6. In carrying out its responsibilities, Contractor shall have the authority, in accordance with this Agreement and in compliance with NRC regulations and the requirements of applicable Laws, to take any and all action necessary or desirable to obtain and maintain in effect the NRC License and Contractor Permits relating to the NRC-Licensed Site that are necessary to effectuate the Decommissioning and amendment and termination of the NRC License as contemplated by this Agreement, and to enter into agreements and make other commitments necessary or desirable to carry out its responsibility to accomplish Decommissioning of the NRC-Licensed Site and achieve the ISFSI-Only Interim End-State Conditions and the End-State Conditions. Contractor shall have the sole authority to make all decisions necessary for NRC licensed activities at the NRC-Licensed Site, including Decommissioning and to protect the public health and safety as required by the NRC License.

6.2 Decommissioning. Contractor shall perform the Decommissioning and other work required under this Agreement in accordance with the Project Specifications, the Project Schedule, all applicable Laws, the applicable Permits and Good Utility Practices, and shall complete Milestone One by the Target Completion Date. Without limiting the generality of the foregoing, Buyer and Contractor shall be solely responsible for the operation and maintenance of the ISFSI, including providing NRC-mandated security, at all times from the Closing Date until achievement of the End-State Conditions. With respect to the majority of the Decommissioning work, Contractor will enter into fixed price subcontracts with an Affiliate of NorthStar Group Services, Inc., and an Affiliate of Orano USA LLC, and expects to enter into fixed price subcontracts with specialty trade subcontractors. With respect to each fixed price subcontract, Contractor will obtain payment and performance bonds or similar guaranties in the amount of the fixed price work covered by that fixed price subcontract; provided, however, because a small portion of the work covered by certain fixed price subcontracts with specialty trade subcontractors may not be bonded, Contractor will use commercially reasonable efforts to obtain bonds from subcontractors covering an aggregate of **ninety percent (90%)** of the value of the

work covered by fixed price subcontracts. Contractor anticipates that that it will enter into a unit price subcontract with Waste Control Specialists, LLC for waste disposal services; provided, however, in the event that Contractor is able to obtain a fixed price subcontract, Waste Control Specialists, LLC shall post a payment and performance bond that complies with the requirements of this Section 6.2. Each payment and performance bond shall be issued by surety issuer(s) with a credit rating of A-VII or higher.

6.3 Environmental Liabilities. From and after the Closing Date, Contractor shall be solely responsible for all Environmental Liabilities and for the Remediation of any Hazardous Substances present at or on the CR-3 Facility as necessary to complete the Decommissioning of the CR-3 Facility, and achieve the ISFSI-Only Interim End-State Conditions and the End-State Conditions. Contractor shall furnish Company with copies of any reports made by Contractor to Governmental Authorities with respect to any Hazardous Substances present on the NRC-Licensed Site. Without limiting the generality of the foregoing, Contractor shall transport and dispose of all hazardous waste, including Hazardous Substances, generated during performance of Contractor's obligations hereunder in compliance with all applicable Laws and Permits, and under manifest and shipping documents using Contractor's EPA generator identification number.

6.4 Security. From and after the Closing Date, Contractor shall be responsible for the provision of security and access control for all NRC-mandated security and access control at the NRC-Licensed Site in accordance with applicable Laws; provided, however, Company shall be responsible for all other security and access control at the Crystal River Site. Contractor shall implement access control and security programs with respect to the CR-3 Facility and the ISFSI and Exclusion Area to be adhered to and followed during performance of Contractor's obligations under this Agreement.

6.5 Safety. Contractor shall prepare safety and environmental policies and procedures ("Contractor's Safety Plan") for the performance of the Decommissioning in compliance with all applicable Laws, including health and safety and Environmental Laws, which shall apply to all activities and aspects of the Decommissioning at the CR-3 Facility, but shall not apply to the Excluded Facilities or the other portions of the NRC-Licensed Site. Company's EH&S Site Requirements shall apply to the Excluded Facilities and the NRC-Licensed Site other than the CR-3 Facility.

6.6 Decommissioning in Compliance with Laws. Contractor shall, at its expense, in compliance with NRC regulations and the requirements of applicable Law, perform all Decommissioning work at the NRC-Licensed Site required to complete Milestone One and achieve the ISFSI-Only Interim End-State Conditions and the End-State Conditions. The NRC-Licensed Site (including the Excluded Facilities) shall be radiologically released upon meeting applicable NRC requirements, in a manner consistent with NRC MARSSIM guidance, and any other applicable Laws, subject to any rights of Contractor to employ regulatory processes or litigation to challenge or modify any standards, including work practices, more stringent and preempted by those adopted by the NRC. Contractor shall promptly provide Company with copies of any reports to the NRC on the adequacy of Decommissioning financial assurance provided by Contractor or Buyer, or NRC notices or requests for additional information on the conduct of the Decommissioning or Contractor's or Buyer's compliance with NRC requirements or Nuclear Laws.

6.7 Project Schedule. As of the Contract Date, the Parties have agreed on the Project Schedule for the performance of the Decommissioning as set forth in Attachment 2, subject to modification as agreed to by the Parties pursuant to the First Amendment to DSA; provided, however, that the scheduled date of Milestone One shall only be subject to change to the same extent (day for day) of the change in the scheduled Closing Date if the actual Closing Date is other than March 31, 2020, whether earlier or later. Following the Closing Date, Contractor shall prepare and provide Company on at least a quarterly basis an updated Project Schedule prepared using critical path methodology, that fully integrates schedules for performance of any of the Decommissioning activities by any subcontractors, suppliers or vendors, and is sufficiently detailed to show the progress of the Decommissioning. The Project Schedule shall, among other things, show the scheduled date for completion of the **Pay Items** and completion of Milestone One, compared to the Target Completion Date, achievement of the ISFSI-Only Interim End-State Conditions, and the then-projected date for achievement of the End-State Conditions, giving effect to any extension of the schedule for such work by reason of the occurrence of any Schedule Extension Conditions. If the Project Schedule does not project that Contractor will complete Milestone One on or before the Target Completion Date, Contractor shall also provide its written plans to address any projected failure to meet the Target Completion Date.

6.8 Removal of Improvements; Site Restoration. Contractor shall only construct structures or install any equipment on the NRC-Licensed Site as reasonably necessary for Contractor to perform its obligations under this Agreement and in compliance with Company's EH&S Site Requirements. Contractor shall coordinate with the CREC Committee prior to the construction or installation of any such structure or equipment. Within sixty (60) days after the date that the ISFSI-Only Interim End-State Conditions are achieved, Contractor shall remove all of its personnel, all rubbish generated by Contractor prior to such date, and all structures that it has constructed or equipment that it has installed on the NRC-Licensed Site except as necessary for Contractor to carry out NRC licensed activities and complete Decommissioning and achieve the End-State Conditions. Once the End-State Conditions are achieved, Contractor shall, at its expense, remove all of its personnel, all rubbish generated by Contractor during the performance of its obligations hereunder, and all structures that it has constructed or equipment that it has installed and that is located at the NRC-Licensed Site.

6.9 Covenant Against Liens. Contractor shall not cause or permit any right of retention, mortgage, pledge, assessment, security interest, lease, advance claim, levy, claim, lien, charge or encumbrance, including any mechanic's or materialman's lien (each, a "Contractor Lien"), to be asserted against any part of the Crystal River Site or any other property of Company or any of its Affiliates, as a result of any act or omission of Contractor, its agents, contractors and employees. In the event any such Contractor Lien is filed, Contractor will within fifteen (15) days after receiving written notice thereof, cause such Contractor Lien to be discharged or released in accordance with the Laws of the State of Florida. In the event such Contractor Lien is not timely released or discharged, Company, at its sole option and in addition to any of its other rights and remedies, may obtain the release or discharge of same, and Contractor shall promptly upon notice thereof reimburse Company for the cost of obtain the release or discharge of such Contractor Lien. Contractor shall indemnify, defend and hold harmless Company from and against any and all Contractor Liens arising out of or in any way connected with Contractor's use and occupancy of the NRC-Licensed Site or the performance of its obligations hereunder. Without limiting the generality of the foregoing, Contractor shall, to

the fullest extent permitted by Law, cause all contractors, subcontractors, material suppliers, service providers, and other vendors performing work or providing materials or services with respect to the NRC-Licensed Site with a value in excess of **Fifty Thousand Dollars (\$50,000)** on behalf of Contractor to provide lien waivers to Company reasonably satisfactory to Company, and Contractor shall, unless unconditional lien waivers have been provided, provide evidence of payment of amounts noted as due under such lien waivers. Contractor's obligations under this Section 6.9 shall be subject to Company's compliance with its obligations pursuant to Article 9.

6.10 Maintenance of Records. Contractor shall maintain all CR-3 Facility records required to be maintained and held by the licensee of the NRC-Licensed Site until the completion of the End-State Conditions and the completion of performance of all work required to be performed by Contractor under this Agreement. Such records shall be considered Business Books and Records for purposes of this Agreement.

6.11 Diverse Suppliers. Contractor shall adopt and utilize a subcontracting plan to use commercially reasonable efforts to: (a) use subcontractors who meet the description of at least one of the categories of diverse suppliers set forth at <http://www.duke-energy.com/suppliers/supplier-diversity-definitions.asp> ("Diverse Suppliers"); and (b) use Local Suppliers. Contractor shall: (i) use commercially reasonable efforts to utilize Diverse Suppliers and Local Suppliers; and (ii) provide a quarterly status report to Company in Company's Power Advocate reporting tool and in a format reasonably acceptable to Company containing Contractor's Diverse Supplier and Local Supplier spend. Company's designated auditors shall have the right of access in accordance with Section 9.9 to inspect Contractor's records related to compliance with this Section 6.11.

6.12 Reporting; Walk-downs; Compliance Meetings.

6.12.1 Contractor shall provide Company with all reports and notifications required by and in accordance with Attachment 9.

6.12.2 Subject to compliance with Contractor's Safety Plan, Company shall have the right to review and walk-down the Decommissioning work from time to time; provided that such walk-downs do not interfere with or impede the progress of the Decommissioning work. Contractor shall also, within three (3) Business Days after a request by Company, but no more than once in a month, walk-down the progress of the Decommissioning work with Company or its designee, answering questions and allowing Company or its designee to inspect any aspect of the work, subject to compliance of such Persons with Contractor's Safety Plan; provided that Contractor shall also walk-down the progress of the Decommissioning work with Company or its designee as described above more frequently than monthly if requested by Company in connection with unresolved disputed costs.

6.12.3 At Company's request, Contractor shall meet with Company to discuss any concerns with the performance of the Decommissioning work, including Contractor's performance of its obligations under this Article 6 and pursuant to Article 8, regardless of whether there has been a Contractor Event of Default or not. If the Parties are not able to resolve such concerns in a mutually satisfactory manner following discussion by the Project managers of Contractor and Company, either Party may escalate such concerns for resolution by executives of

each Party who has authority to resolve such concerns and who is at a higher level of management than such Party's representative that participated in the initial meetings and discussions of the Parties with respect to such issues by submitting the same to executive management, who shall then meet within fifteen (15) Business Days to further attempt to resolve such concerns.

6.13 Claims Under the Spent Fuel Disposal Contract. In no event shall this Agreement affect or impact in any way Company's claims under the Spent Fuel Disposal Contract that are Excluded Assets, and Company shall pay for and be entitled exclusively to control, defend and settle any litigation, administrative or regulatory proceeding under the Spent Fuel Disposal Contract against the U.S. Government, including claims for damages for breach of the Nuclear Waste Policy Act and the Spent Fuel Disposal Contract for any period prior to the Closing Date. Buyer shall pay for and be entitled exclusively to control, defend and settle any litigation, administrative or regulatory proceeding under the Spent Fuel Disposal Contract against the U.S. Government, including claims for damages for breach of the Nuclear Waste Policy Act and the Spent Fuel Disposal Contract for the period from and after the Closing Date.

6.14 Contractor's Provisional Trust Fund. From and after the Closing, Company shall direct payment of an amount equal to six percent (6%) of each disbursement requested from the IOI Decommissioning Subaccount pursuant to Section 9.3 into the Provisional Milestone Account in Contractor's Provisional Trust Fund, until the date on which amounts held in the Provisional Milestone Account are equal to Thirty Million Dollars (\$30,000,000). Any earnings on the Twenty Million Dollars (\$20,000,000) in the Provisional IOI Account shall also be deposited into the Provisional Milestone Account. The amount guaranteed under the Disposal Guarantee issued in favor of the trustee of the Provisional Milestone Account in accordance with Section 3.14 shall be reduced on a dollar-for-dollar basis as the amounts on deposit in the Provisional Milestone Account increase, until the Disposal Guarantee is fully released when the aggregate amount on deposit in the Contractor's Provisional Trust Fund (including the Provisional IOI Account and the Provisional Milestone Account) equals Fifty Million Dollars (\$50,000,000). Contractor shall maintain and shall continue to fund the Contractor's Provisional Trust Fund in accordance with this Section 6.14 and (a) shall maintain and fund the Provisional Milestone Account until Milestone One is completed; and (b) shall maintain and fund the Provisional IOI Account until the ISFSI-Only Interim End-State Conditions are achieved. Disbursements from the Contractor's Provisional Trust Fund shall be made in accordance with Section 9.5. Contractor shall provide Company with quarterly statements from the trustee of the Contractor's Provisional Trust Fund throughout the term of this Agreement until the ISFSI-Only Interim End-State Conditions are achieved in accordance with Section 9.6.

6.15 Amended and Restated LLC Agreement. Contractor shall not amend or modify the Amended and Restated LLC Agreement, and shall not transfer any equity interest in Contractor, without the prior written consent of Company (which may be withheld or denied in Company's sole discretion). Until the date on which the End-State Conditions are achieved, at Company's request to replace Company's designated member of the governing body, Contractor shall take any actions necessary to appoint Company's designated replacement serve as an independent manager of Contractor. During any period in which a Company designee is serving as an independent manager of Contractor, Contractor shall, to the maximum extent permitted by applicable Law, indemnify and save harmless such independent manager, and their respective

8.2.5 In the event that a Permit is subsequently identified as being required for the performance of Contractor's obligations under this Agreement and such Permit is not included in the Environmental Permits set forth in Attachment 14-A, Contractor or Company, as applicable, shall promptly, after it becomes aware of the need for such Permit, notify the other Party that such Permit is required. Unless such Permit may only be obtained by Company, or Company notifies Contractor in writing that Company elects to obtain such Permit (in which case such Permit shall be a Company Permit for the purpose of this Agreement), Contractor shall obtain and maintain the Permit and such Permit shall be a Contractor Permit for the purposes of this Agreement.

8.2.6 The Parties shall comply with the terms and conditions of Attachment 14-B with respect to the protection of sea turtle species at the intake area of the Crystal River Energy Complex.

8.3 Release of any Hazardous Substance. Each Party shall provide the other with telephonic or electronic notice within twenty-four (24) hours of obtaining knowledge of any Release of any Hazardous Substances or Nuclear Material on, in or under the NRC-Licensed Site in violation of Environmental Laws or Nuclear Laws or that requires reporting under Environmental Laws or Nuclear Laws. Contractor shall be responsible for making any required reports to Governmental Authorities of the Release of Hazardous Substances or Nuclear Material arising from or caused by Contractor's Decommissioning or Contractor's acts or omissions at the NRC-Licensed Site. If, after a Party provides the other with telephonic or electronic notice of a Release of any Hazardous Substances or Nuclear Material, there is a material delay in or a disagreement in determining which Party is responsible for making a required report to Governmental Authorities that either Party believes in good faith might result in a violation of Environmental Laws, either Party may make any required reports. The notifying Party shall provide the other Party with copies of any and all reports concerning such a Release, including the reports on investigation and Remediation of the Release and any final reports to or approvals from Governmental Authorities relating to the Release or its Remediation.

8.4 Protection of Wetlands. The Parties shall comply with and observe all applicable Laws related to the use and protection of wetlands. Contractor shall not change the physical characteristics of any wetland areas located on the Crystal River Site or any adjoining land, without in each instance obtaining Company's prior written consent (which may be granted or withheld in Company's sole discretion), and then only in compliance with all applicable Permits and all applicable Laws.

8.5 Condemnation.

8.5.1 If the entire NRC-Licensed Site, or the use or occupancy thereof, shall be permanently taken or condemned by any Governmental Authority or quasi-Governmental Authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "Condemned") so as to render Contractor unable to perform its obligations with respect to the entire NRC-Licensed Site, then Contractor's obligations under this Agreement will terminate on the day prior to the date that Contractor is required to cease performance of such obligations, except that Contractor will remain entitled to compensation for all **Pay Items** completed before the date of termination. If less than the entire NRC-Licensed Site

is permanently Condemned, and such partial Condemnation renders Contractor unable to perform its obligations with respect to a portion of the NRC-Licensed Site, then this Agreement shall continue in full force and effect with respect to the portion of the NRC-Licensed Site that Contractor is able to continue Decommissioning, and Contractor shall prepare a revised **Pay Item Schedule** for Company's review and approval for the Decommissioning that Contractor is able to continue performing. If all or any portion of the NRC-Licensed Site is permanently Condemned and such Condemnation does not render Contractor unable to perform all of its obligations or delay the performance of such obligations, then this Agreement shall remain in full force and effect. If and to the extent that any such Condemnation prevents or delays performance of Contractor's obligations with respect to the NRC-Licensed Site or any portion of the NRC-Licensed Site, such Condemnation shall be deemed a Force Majeure condition with respect to the portion of the NRC-Licensed Site affected by such Condemnation. For purposes of this section, the NRC-Licensed Site or portions thereof, as applicable, shall be deemed to be permanently Condemned if Condemned for a period in excess of thirty six (36) consecutive calendar months.

8.5.2 If all or any portion of the NRC-Licensed Site is Condemned for a period of thirty six (36) consecutive calendar months or less, all of the terms and conditions of this Agreement shall remain in full force and effect, notwithstanding such Condemnation. If and to the extent that any such Condemnation prevents or delays performance of Contractor's obligations with respect to the NRC-Licensed Site or any portion of the NRC-Licensed Site, such Condemnation shall be deemed a Force Majeure condition with respect to the portion of the NRC-Licensed Site affected by such Condemnation.

8.5.3 All awards, damages and other compensation paid on account of condemnation shall belong to Company, and Contractor assigns to Company all rights to such awards, damages and compensation, except to the extent the condemnation applies to the ISFSI. Contractor shall not make any claim against Company or such authority for such portion of such award, damages or compensation, including, without limitation, any such award, damage or compensation attributable to damage to the NRC-Licensed Site, loss of goodwill, NRC-Licensed Site improvements or severance damages.

8.6 Access to the NRC-Licensed Site; Coordination of Access.

8.6.1 Subject to the remaining provisions of this Section 8.6, Company shall provide Contractor access to the Crystal River Site and the NRC-Licensed Site in accordance with Company's securities policies and procedures in effect for the Crystal River Site, during the time in which Contractor is performing its obligations under this Agreement and holds the NRC License with responsibility for possession and maintenance, including Decommissioning, of the NRC-Licensed Site, to the extent required to comply with the NRC License or to the extent reasonably necessary or appropriate in connection with Contractor's performance of its obligations under this Agreement.

8.6.2 Contractor shall presumptively have the primary right to access, occupy, use, perform activities on and control the area of the NRC-Licensed Site containing the CR-3 Facility, including the ISFSI and other areas within the Exclusion Area Boundary, as shown in Attachment 1. Such right to access includes the right for the benefit of and on behalf of

that may reasonably be useful for planning or conducting Decommissioning activities; provided, however, that (a) Company shall not be required to provide Contractor any information which would reasonably be expected to result in a waiver of the attorney-client privilege (but Company shall use commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in a waiver of the attorney-client privilege (including, if applicable, by entering into a common interest or similar agreement to preserve such privilege)); and (b) Company need not supply Contractor with any information that Company is legally or contractually prohibited from supplying.

8.8 Post-Closing - Further Assurances. Subject to the terms and conditions of this Agreement, each of the Parties will use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to facilitate the performance of Contractor's obligations at the NRC-Licensed Site to achieve the ISFSI-Only Interim End-State Conditions and the End-State Conditions. Each Party shall cooperate with the other Party in all commercially reasonable efforts to lift any preliminary or permanent injunction or other order or decree by any federal or state court or Governmental Authority that restrains or prevents the performance of Contractor's work or activities or the achievement of the ISFSI-Only Interim End-State Conditions and the End-State Conditions.

8.9 Occurrence of SAFSTOR Condition. If following the Closing, a SAFSTOR Condition occurs and either Contractor or Company reasonably believes it is in the best interest of the Decommissioning and Company's retail ratepayers to return the CR-3 Facility to SAFSTOR under the NRC rules and regulations, such Party may give a written notice to the other Party that it is requesting the CR-3 Facility be returned to SAFSTOR, which notice shall include a reasonably detailed explanation as to why the CR-3 Facility should be returned to SAFSTOR, how long the CR-3 Facility would be expected to remain in SAFSTOR, the impact on the Project Schedule and the relevant **Pay Items**, and such other matters that such Party reasonably determines. Within 30 days of the receipt of such notice, executive-level representatives from both Parties will meet to discuss the matter. The Parties shall each notify the other of their approval or disapproval of such request within fifteen (15) days after such meeting, such approval not to be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary herein or in the Amended and Restated LLC Agreement, if the Parties mutually agree to return the CR-3 Facility to SAFSTOR, the independent manager of Contractor appointed by Company shall not veto the submission of a request to the NRC to return the CR-3 Facility to SAFSTOR that is made in accordance with the mutual agreement of the Parties under this Section 8.9.

ARTICLE 9

NDF; CONTRACTOR'S PROVISIONAL TRUST FUND; DISBURSEMENTS

9.1 Compensation; Fixed Price. As compensation for completion of the Decommissioning and performance of its obligations hereunder **(not including costs for the operation and maintenance of the ISFSI and management of the Spent Nuclear Fuel), Company shall cause the NDF to disburse funds from the IOI Decommissioning Subaccount to Contractor equal to the Agreed Amount and Contractor shall accept such disbursements and the Agreed Amount as full consideration for Contractor's performance and completion of the**

Decommissioning and its obligations hereunder (not including costs for the operation and maintenance of the ISFSI and management of the Spent Nuclear Fuel). Contractor acknowledges and agrees that the Agreed Amount is a fixed price that includes all costs, charges and expenses of whatever nature incurred by Contractor in the performance and completion of the Decommissioning and its obligations hereunder, including Taxes, but not including costs for the operation and maintenance of the ISFSI and management of the Spent Nuclear Fuel.

9.2 NDF; IOI Decommissioning Subaccount.

9.2.1 As of the Closing Date, Company has entered into the Fourth Amendment to Amended and Restated NDF Agreement with the Trustee and established the IOI Decommissioning Subaccount. Company shall retain ownership and title to the NDF, and the NDF shall retain ownership of the IOI Decommissioning Subaccount (which subaccount shall as of the Closing Date be funded with cash equal in the aggregate to the Agreed Amount), the Crystal River Decommissioning Reserve Subaccount and the assets, funds and investments contained therein. Company has the exclusive right, in its sole discretion, to appoint the Trustee for the NDF and any investment managers for the Crystal River Decommissioning Reserve Subaccount.

9.2.2 Company shall: (a) cause the investment manager(s) to implement and follow the investment policies and guidelines set forth Attachment 12, applicable to the assets, funds and investments contained in the IOI Decommissioning Subaccount; (b) monitor Trustee's acts in the administration of the NDF; and (c) provide Contractor on or before February 15 of each calendar year during the term of this Agreement with summary reports that include the current balance of, and assets contained in, the IOI Decommissioning Subaccount, and the Crystal River Decommissioning Reserve Subaccount as of December 31 of the previous calendar year, and such other information as Contractor reasonably requests and is necessary for Contractor to comply with the NRC reporting requirements set forth in 10 C.F.R. §§ 50.75, 50.82 & 72.30 (which reports when submitted by Contractor will be consistent in form and detail with the reports issued by Company before the Closing Date with respect to the NDF).

9.2.3 Within thirty (30) days after the Closing Date, Company shall appoint an investment manager for the IOI Decommissioning Subaccount (the "IOI Subaccount Investment Manager"). The IOI Subaccount Investment Manager shall be bound by the investment policies and guidelines applicable to the IOI Decommissioning Subaccount, set forth in Attachment 12, and shall have full authority to direct the acquisition, retention and disposition of assets in the IOI Decommissioning Subaccount in accordance therewith. Except after a Contractor Event of Default or termination of this Agreement, (a) Company shall not remove or replace any IOI Subaccount Investment Manager without the prior written consent of Contractor, such consent to not be unreasonably withheld, delayed or conditioned; (b) Company shall not change the investment policies and guidelines set forth in Attachment 12, without the prior written consent of Contractor, such consent to not be unreasonably withheld, delayed or conditioned; and (c) Company shall not amend the Amended and Restated NDF Agreement with respect to the IOI Decommissioning Subaccount without the prior written consent of Contractor, such consent to not be unreasonably withheld, delayed or conditioned.

9.2.4 Fees and Taxes shall be paid from the NDF as follows: (a) investment management fees for the IOI Subaccount Investment Manager shall be paid from the IOI Decommissioning Subaccount; (b) investment management fees for any investment manager appointed to manage the Crystal River Decommissioning Reserve Subaccount shall be paid from the Crystal River Decommissioning Reserve Subaccount; (c) transaction fees associated with sales, trades and other investment activities executed by the IOI Subaccount Investment Manager shall be paid from the IOI Decommissioning Subaccount; (d) transaction fees associated with sales, trades and other investment activities executed by the investment manager for the Crystal River Decommissioning Reserve Subaccount shall be paid from the Crystal River Decommissioning Reserve Subaccount; (e) fees paid to the Trustee and fees paid for the preparation of Tax Returns prepared for the NDF (including any of the IOI Decommissioning Subaccount and the Crystal River Decommissioning Reserve Subaccount) shall be paid from the Crystal River Decommissioning Reserve Subaccount or the nonqualified trust fund as maintained with the NDF, in Company's sole discretion; (f) any Taxes due with respect to earnings on the IOI Decommissioning Subaccount shall be paid from the IOI Decommissioning Subaccount; (g) any Taxes due with respect to earnings on the Crystal River Decommissioning Reserve Subaccount shall be paid from the Crystal River Decommissioning Reserve Subaccount; and (h) any Taxes due with respect to the nonqualified trust fund maintained within the NDF will be paid from the nonqualified trust fund.

9.2.5 The Company shall not withdraw funds from the IOI Decommissioning Subaccount for any purpose other than to make payments to Contractor pursuant to Section 9.3, to make the payments as contemplated to be made from the IOI Decommissioning Subaccount in Section 9.2.4, or in accordance with Section 9.8.

9.3 Withdrawals from IOI Decommissioning Subaccount. Contractor shall have the right to request payments from the IOI Decommissioning Subaccount (including interest earned thereon from and after the Closing in accordance with Section 9.3.4) for services rendered under the terms of this Agreement, **based on Pay Items progressed or completed each month.** Contractor may submit a request for Company (each, an "IOI Disbursement Certificate") to instruct the Trustee to make a disbursement from the IOI Decommissioning Subaccount to Contractor once each month **for Pay Items or portions thereof completed in the prior month.** Company shall cause the disbursement of funds from the IOI Decommissioning Subaccount in accordance with Section 9.7.

9.3.1 In order to allow the Trustee to coordinate planning for availability of liquid funds for withdrawals from the IOI Decommissioning Subaccount, Contractor shall provide Company monthly written notices, by the twenty-fifth (25th) day of each month, estimating the amount of liquid funds that Contractor estimates it may request for withdrawals during the following calendar month. Payments to Contractor may be delayed for the reasonable period necessary for the Trustee to liquidate IOI Decommissioning Subaccount investments to disburse funds if Contractor submits withdrawal requests that exceed the estimated monthly withdrawal stated in the written notice.

9.3.2 Until the date that the ISFSI-Only Interim End-State Conditions are achieved, Contractor may request Disbursements under this Section 9.3.1 as follows:

(a) Contractor may request payment for amounts to be paid based on the percentage completion of the Pay Items that were progressed or completed in the prior month.

(b) Contractor shall include with the IOI Disbursement Certificate a certificate duly executed by an authorized officer of Contractor attesting as follows:

(i) Contractor has completed the stated percentages of each of the Pay Items included in the IOI Disbursement Certificate, and when Contractor has completed one hundred percent (100%) of a Pay Item, that Contractor has satisfied all of the completion criteria for such Pay Item, in each case accompanied by reasonable supporting documentation to permit Company to verify the stated percentage completion;

(ii) The requested disbursement is due and owing to Contractor for goods or services provided in connection with the Decommissioning and other work to achieve the ISFSI-Only Interim End-State Conditions;

(iii) All requested disbursement amounts constitute Decommissioning Costs incurred to achieve the ISFSI-Only Interim End-State Conditions; and

(iv) Any necessary authorizations of the NRC or any corresponding Governmental Authority having jurisdiction over the Decommissioning of the NRC-Licensed Site or the possession and maintenance of the ISFSI have been obtained and all requirements of Law have been satisfied.

9.3.3 The Parties agree that at the end of each calendar quarter during the period beginning on the Closing Date and ending on the date on which Contractor achieves the last of the ISFSI-Only Interim End-State Conditions (or on the date on which Contractor achieves the last of the ISFSI-Only Interim End-State Conditions if it occurs on a date other than the last day of a calendar quarter), or more frequently than quarterly if requested by a Party, the Parties shall review the amounts of any IOI Disbursement Certificates that are then in dispute. Notwithstanding anything to the contrary herein, including Section 9.7, if the total amount of unresolved disputed costs exceeds Twenty Million Dollars (\$20,000,000), Company shall be entitled to reduce the payment made under any subsequent IOI Disbursement Certificate by the amount in dispute that exceeds Twenty Million Dollars (\$20,000,000), and the withholding of such amounts shall not entitle Contractor to suspend the Decommissioning work pursuant to Section 9.7. Such payment may be withheld until such time as and to the extent that the total amount of unresolved disputed costs is less than Twenty Million Dollars (\$20,000,000).

9.3.4 Upon achievement of all of the ISFSI-Only Interim End-State Conditions in accordance with Section 9.6 and resolution of any disputed amounts that are still outstanding under any IOI Disbursement Certificates, Contractor shall have the right to any funds remaining in the IOI Decommissioning Subaccount be disbursed and paid to Contractor as a final payment for achievement of the ISFSI-Only Interim End-State Conditions.

9.4 Maintenance of ISFSI Decommissioning Trust. Buyer shall at all times maintain the ISFSI Decommissioning Trust and establish financial assurance meeting the requirements of 10 CFR 72.30, or any successor regulation, until the End-State Conditions are satisfied. Any

amounts remaining in the ISFSI Decommissioning Trust after all of the End-State Conditions are achieved in accordance with Section 9.6, shall be disbursed from the ISFSI Decommissioning Trust as directed by Buyer in its discretion.

9.5 Maintenance and Termination of Contractor's Provisional Trust Fund. Contractor shall maintain the Contractor's Provisional Trust Fund throughout the term of this Agreement until all of the ISFSI-Only Interim End-State Conditions are achieved in accordance with Section 9.6. Once the aggregate amount of funds (not including the Disposal Guarantee) held in the Contractor's Provisional Trust Fund exceeds Fifty Million Dollars (\$50,000,000), Contractor shall have the right to receive disbursements from the Provisional Milestone Account ; provided, that the aggregate of the amounts held in the Contractor's Provisional Trust Fund following any such disbursement shall be no less than Fifty Million Dollars (\$50,000,000); provided, further, that the Provisional Milestone Account may be terminated and all of the funds therein may be disbursed to Contractor (or as Contractor directs) following Contractor's completion of Milestone One in accordance with Section 9.6. Following the completion of Milestone One and the closing of the Provisional Milestone Account, Contractor shall have the right to receive disbursements from the Provisional IOI Account; provided, that the amount held in the Provisional IOI Account following any such disbursement shall be no less than Twenty Million Dollars (\$20,000,000); provided, further, that the Provisional IOI Account may be terminated and all of the funds therein may be disbursed to Contractor (or as Contractor directs) once all of the ISFSI-Only Interim End-State Conditions are achieved in accordance with Section 9.6. Contractor shall provide Company with quarterly statements from the trustee of the Contractor's Provisional Trust Fund throughout the term of this Agreement until all of the ISFSI-Only Interim End-State Conditions are achieved in accordance with Section 9.6. Any amounts remaining in the Contractor's Provisional Trust Fund after all of the ISFSI-Only Interim End-State Conditions are achieved in accordance with Section 9.6, shall be disbursed from the fund as directed by Contractor in its discretion.

9.6 Notice of Milestone One and End-State Conditions; Actions of Parties. Upon completion of Milestone One, and upon achievement of all of the ISFSI-Only Interim End-State Conditions or all of the End-State Conditions, Contractor shall provide notice to Company (a "Notice of Milestone One", "Notice of ISFSI-Only Interim End-State Conditions" or "Notice of End-State Conditions," respectively), including copies of any NRC determinations or license amendments related to or comprising the achievement of Milestone One, the ISFSI-Only Interim End-State Conditions or the End-State Conditions. Within sixty (60) days after receipt of a Notice of Milestone One, Notice of ISFSI-Only Interim End-State Conditions or Notice of End-State Conditions, Company shall by notice to Contractor either indicate its agreement that Milestone One, the ISFSI-Only Interim End-State Conditions or the End-State Conditions, as applicable, have been achieved or that Milestone One, the ISFSI-Only Interim End-State Conditions or the End-State Conditions have not been achieved, identifying with particularity the reason(s) why Milestone One, the ISFSI-Only Interim End-State Conditions or the End-State Conditions have not been achieved. Contractor shall take reasonable actions to cause Milestone One, the ISFSI-Only Interim End-State Conditions or the End-State Conditions to be achieved after receiving that notice. If Company either indicates its agreement that Milestone One, the ISFSI-Only Interim End-State Conditions or the End-State Conditions have been achieved or fails to provide notice within that sixty (60) day period, then Milestone One, the ISFSI-Only

Interim End-State Conditions or the End-State Conditions, as applicable, will be deemed to have been achieved.

9.7 Payment of IOI Disbursement Certificates. After receiving an IOI Disbursement Certificate containing the required certifications under Section 9.3, Company shall instruct the Trustee under the Amended and Restated NDF Agreement to make a disbursement to Contractor from the IOI Decommissioning Subaccount, and Company shall cause the Trustee to make such disbursement within thirty (30) days after Company's receipt of such IOI Disbursement Certificate. Notwithstanding any disagreement between the Parties over the amounts requested or the progress of the Decommissioning or other performance of Contractor, if the Disbursement Certificate contains the required certifications and supporting documentation under Section 9.3, Company shall instruct the Trustee to make the disbursement from the IOI Decommissioning Subaccount, but Company will not by submitting the disbursement request to the Trustee waive any rights to contest the amounts claimed by Contractor in the IOI Disbursement Certificate, or the performance by Contractor under this Agreement with respect to the Decommissioning work for which Contractor seeks payment, or otherwise, and Company shall retain the right to challenge whether such amounts were properly payable from the IOI Decommissioning Subaccount. Subject to Company's withholding rights pursuant to Section 9.3.3, if Company does not instruct the Trustee to make the disbursement for an IOI Disbursement Certificate that contains the required certifications and supporting documentation under Section 9.3, Contractor may suspend all work and performance of obligations to be performed by Contractor under this Agreement until payment of the requested amounts and will be entitled to payment for incremental costs incurred as a result of such suspension in accordance with Section 11.2.

9.8 Effect of Termination on Contractor's Rights to Disbursement from the IOI Decommissioning Subaccount. If this Agreement is terminated by Company due to a Contractor Event of Default before the End-State Conditions are achieved, Contractor shall suspend requests for withdrawals of funds from the IOI Decommissioning Subaccount, and Company shall no longer have any obligation to cause the Trustee to disburse funds from such subaccount; provided, that Contractor may request a disbursement in accordance with Section 9.3 for amounts to be paid based on the percentage completion of the Pay Items that were progressed or completed during the period beginning on the next succeeding day after the last day covered by the most recent IOI Disbursement Certificate, and the date of termination.

9.9 Audit Rights.

9.9.1 Company shall have the right to audit the completion percentages of Contractor's Decommissioning work, including the supporting documentation, underlying Contractor's IOI Disbursement Certificates, as required to demonstrate that Contractor has expended such costs in the amounts and for the purposes indicated in such disbursement requests, and in connection with any disputes with respect to any IOI Disbursement Certificates. Such audits shall be conducted during normal business hours of Contractor on Business Days upon reasonable advance written notice to Contractor and may be conducted no more than once in a calendar year, or more frequently if requested by Company in connection with unresolved disputed costs, ending on the date that is eighteen (18) months after the date on which Contractor achieves the last of the End-State Conditions. Contractor shall provide Company's auditors with reasonable access to its books and records, including in computer readable format, and

Contractor's personnel shall cooperate with the auditors, in order to effectuate the audit or audits hereunder. The auditors shall have the right to copy the books and records reviewed or examined in the course of the audit.

9.9.2 If Contractor is not able to substantiate any of the completion percentages of Contractor's Decommissioning work underlying an IOI Disbursement Certificate, or such costs do not constitute Decommissioning Costs necessary to achieve the ISFSI-Only Interim End-State Conditions or End-State Conditions, as applicable, Contractor shall reimburse Company for such amounts, or Company may withhold such amounts (and the withholding of such amounts shall not entitle Contractor to suspend the Decommissioning work pursuant to Section 9.7). If any such audit reveals that: (a) Contractor has not been paid the appropriate percentage for progress achieved on any Pay Item, Company shall cause the Trustee to disburse such amounts from the IOI Decommissioning Subaccount; or (b) Company otherwise owes any amounts to Contractor that have not been paid to Contractor in accordance with this Agreement, Company shall cause the disbursement of such amounts from the Crystal River Decommissioning Reserve Subaccount or otherwise from the NDF, and in each case Company shall use commercially reasonable efforts to cause the disbursement of such amounts to Contractor within thirty (30) days after Contractor's written request for payment.

9.9.3 At Contractor's written request, Company shall require its third party auditors performing any such audit on behalf of Company to sign a customary, commercially reasonable confidentiality agreement with Contractor prior to commencement of any such audit conducted by such third parties.

ARTICLE 10 TARGET COMPLETION DATE

10.1 Guaranteed Completion. If Contractor fails to complete Milestone One on or before the Target Completion Date, Contractor shall within five (5) Business Days after the Target Completion Date, deliver to Company a letter of credit issued in favor of Company by a Qualified Institution in the amount of Twenty Million Dollars (\$20,000,000) payable upon demand by the Company to an account in the NDF as directed by Company for use as directed by the Company (the "Letter of Credit"). Such Letter of Credit shall be in a form reasonably acceptable to Company and issued by a Qualified Institution. Contractor shall ensure that the Letter of Credit remains in full force and effect until Milestone One is completed, and if at any time the Letter of Credit fails to meet the conditions of this Section 10.1, Contractor shall replace the outstanding Letter of Credit with a Letter of Credit that meets the foregoing conditions. Company shall have the right to draw upon the Letter of Credit immediately upon issuance.

10.2 Qualified Institution. For purposes of this Agreement a "Qualified Institution" means a commercial bank or trust company incorporated under the laws of the United States or any state thereof, with an office or branch in New York, New York, with an aggregate capital surplus in excess of Twenty Five Billion Dollars (\$25,000,000,000), and with senior unsecured debt rated at least "A" by S&P Global Ratings or its successor, and "A2" by Moody's Investors Service, Inc., or such other financial institution that is reasonably acceptable to Company.

ARTICLE 11
EXTENSIONS OF TIME; ADJUSTMENTS TO COSTS

11.1 Occurrence of Schedule Extension Condition; Adjustment of Project Schedule.

11.1.1 Upon the occurrence of a Schedule Extension Condition, Contractor shall have the right to a day-for-day extension (pro-rated) to the Project Schedule, including extending the Target Completion Date. Contractor shall give written notice to Company within a reasonable amount of time after Contractor knew or would reasonably have been expected to know of the impact of Schedule Extension Condition that has occurred, stating the events or conditions that constitute the Schedule Extension Condition and the steps Contractor is taking or intends to take to overcome such events or conditions, if any. Failure or delay of Contractor to provide Company any of the notices required by the preceding sentence shall not waive Contractor's rights relating to or arising from the occurrence of a Schedule Extension Condition, unless such failure causes material prejudice to Company or such notice is provided more than ninety (90) days after the occurrence of such Schedule Extension Condition. A Schedule Extension Condition will continue only so long as Contractor is using diligent efforts to overcome such Schedule Extension Condition and only until it has been remediated, resolved or complied with. Contractor shall give prompt written notice to Company upon the termination of any continuing Schedule Extension Condition.

11.1.2 Contractor shall submit its request for adjustment to the Project Schedule, together with the proposed Project Schedule as adjusted, in native file format, and reasonable supporting documentation of the impacts of such Schedule Extension Condition, for Company's review and approval. Company shall provide any comments or questions that is regarding the Schedule Extension Condition or the proposed adjustments to Contractor, and Contractor shall respond to such comments or questions. The Parties will repeat this process until the Parties agree on an adjusted Project Schedule, which, once it is accepted by Company in writing, will thereafter be the Project Schedule for all purposes of this Agreement.

11.1.3 Except as provided in Section 11.2, the agreed adjusted Project Schedule shall be Contractor's sole and exclusive remedy for a Schedule Extension Condition.

11.2 Occurrence of a Change in End-State Conditions; Inability to Access; Failure to Disburse Funds. Upon the occurrence of one or more of the following events or circumstances described in Section 11.2.1, 11.2.2 or 11.2.3, Contractor shall have the right to the relief as further described in this Section 11.2.

11.2.1 In the case of the occurrence of a Change in End-State Conditions, Contractor shall have the right to payment of its actual, direct incremental costs to comply with the changes in the End-State Conditions that result from such Change in End-State Conditions, which costs may include general and administrative and overhead costs, and profit, margin or fees. Such work occasioned by the Change in End-State Conditions may be performed by Contractor on a cost plus, time and material or lump sum basis (or a combination thereof) as mutually agreed upon between Contractor and Company. General and administrative and overhead costs, and profit, margin or fees shall be up to **twenty percent (20%)** of direct cost. In addition, Contractor shall have the right to an equitable adjustment to the Project Schedule,

including the Target Completion Date, as necessary based on the additional activities required to perform the Decommissioning as modified by the Change in End-State Conditions.

11.2.2 If Contractor is unable to access the CR-3 Facility for seven (7) or more consecutive calendar days, or sixteen (16) or more days in the aggregate, with each occurrence lasting at least forty eight (48) consecutive hours, during any ninety (90) day period, due to Company's acts or omissions that are not caused by the occurrence of an event of Force Majeure, Contractor shall have the right to payment of its actual, direct incremental costs (not including any amounts in respect of general and administrative and overhead costs, and profit, margin or fees) incurred due to the resulting delay, if any, in the Project Schedule as a result of Contractor's inability to access the CR-3 Facility, including mitigation costs. In addition, Contractor shall have the right to an equitable adjustment to the Project Schedule, including the Target Completion Date, with respect to such delay. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, COMPANY'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO THE PAYMENT OF ANY AMOUNTS TO CONTRACTOR UNDER THIS SECTION 11.2.2 SHALL IN NO EVENT EXCEED **TEN MILLION DOLLARS (\$10,000,000)**. In the event of extraordinary circumstances, Company and Contractor shall confer.

11.2.3 If Company fails to disburse funds to Contractor in accordance with its obligations under Article 9, Contractor shall have the right to payment of its actual, direct incremental costs incurred due to Contractor's suspension of the Decommissioning work in accordance with Section 9.7, including reasonable demobilization and remobilization costs, which costs may include up **to twenty percent (20%)** in respect of general and administrative and overhead costs and profit, margin or fees. In addition, Contractor shall have the right to an equitable adjustment to the Project Schedule, including the Target Completion Date, with respect to the delay incurred due to such suspension.

11.2.4 In the case of an occurrence of any of the events or circumstances described in Section 11.2, Contractor shall promptly notify Company in writing of the expected direct, actual incremental costs that Contractor will incur as a result of such event or circumstance, including any demobilization or remobilization costs, along with a reasonably detailed description of the activities that will be performed, and of the anticipated impact to the Project Schedule. Contractor shall provide monthly invoices to Company, together with reasonable supporting documentation of costs when incurred, and shall submit requests for reimbursement of its costs in accordance with Section 11.2.1, 11.2.2 or 11.2.3, as applicable, and Company shall disburse funds to reimburse Contractor for such costs from the Crystal River Decommissioning Reserve Subaccount or otherwise from the NDF within thirty (30) days after Company receives such invoice and supporting documentation.

11.3 Duty to Mitigate. Contractor shall act diligently to mitigate the effects of any Schedule Extension Condition and to minimize the incremental costs or delays to the Project Schedule resulting from the occurrence of an event or circumstance as described in Section 11.2. Among other things: (a) in the case of the occurrence of an event of Force Majeure, Contractor shall, as reasonably practicable under the given circumstances, adopt measures in anticipation of the occurrence of the event of Force Majeure in an effort to mitigate potential damage; and (b) if Contractor is unable to access the CR-3 Facility for seven (7) or more consecutive calendar days due to Company's acts or omissions that are not caused by the occurrence of an event of Force

addition, if this Agreement is terminated before the End-State Conditions have been achieved, Contractor shall, within thirty (30) days after receipt of a written request from Company, return or destroy Company's Proprietary Information in the possession or control of Contractor, any of its Affiliates or their respective Representatives, and Company shall, within thirty (30) days after receipt of a written request from Contractor, return or destroy Contractor's Proprietary Information in the possession or control of Company, any of its Affiliates or their respective Representatives. Notwithstanding the foregoing, a recipient or another Party's Proprietary Information shall not be required to return or destroy such other Party's Proprietary Information to the extent that it (a) is commingled with other electronic records that are collected and maintained in a separate secure facility as part of information technology backup procedures in accordance with the normal course of business; (b) is included in a Party's disclosures to its or its Affiliate's board of directors or similar governing body or the records of deliberations of such body in connection with the consideration of the authorization and approval of this Agreement and the transactions contemplated hereby; or (c) the recipient is a legal or other professional advisor to a Party with professional responsibilities to maintain client confidences; provided, however, that such retained Proprietary Information shall remain subject to the provisions of this Article 12.

12.3 Public Statements. Except as may be required by applicable Law or stock exchange rules, Contractor shall not issue any press release or other public disclosure (other than required filings and other required public statements or testimony before regulatory authorities) with respect to this Agreement or the performance of the Decommissioning, without Company's prior written approval. If Contractor determines it has to make any such public disclosure, it shall, to the extent permitted by applicable Law, first afford Company a reasonable opportunity to review and comment on such press release or public disclosure, and to seek appropriate confidential treatment. Contractor shall not, and shall not permit any of its Affiliates or subcontractors to, use Company's or any of its Affiliates' names, logos, trademarks, service marks or trade names in any way without Company's prior written consent. Contractor shall cooperate with Company in maintaining good community relations.

ARTICLE 13 INDEMNIFICATION

13.1 Contractor Indemnification. From and after the Closing Date, Contractor shall indemnify, defend and hold harmless the Company Indemnified Parties from and against **any and all Losses and claims arising out of, resulting from or connected with the performance by Contractor, or any third party acting on behalf of Contractor, of any Decommissioning or other obligations under this Agreement, including (a) third parties claims for property damage or personal injury or death; (b) Losses due to the violation of applicable Laws by Contractor or any third party performing any of the Decommissioning on behalf of Contractor or in connection with the performance of Contractor's obligations under this Agreement, including fines, penalties or assessments levied or raised by any Governmental Authority; (c) Losses due to damage to any of the Excluded Facilities; and (d) assessment, Remediation and mitigation costs and expenses and natural resource damage claims arising out of, resulting from or connected with any Environmental Liabilities in, on, under or from the CR-3 Facility, or resulting from any Hazardous Substances or Nuclear Materials (including the Assets) used, transported, stored, kept, discharged, spilled or Released by Contractor or any third party performing any of the**

Decommissioning on behalf of Contractor or in connection with the performance of Contractor's obligations under this Agreement whether on or off the CR-3 Facility, including to the extent that the acts or omissions of Contractor or any third party performing any of the Decommissioning on behalf of Contractor or any of Contractor's obligations hereunder exacerbate any Environmental Liabilities for which Company would otherwise indemnify the Contractor Indemnified Parties pursuant to Section 13.2.

13.2 Company Indemnification. From and after the Closing Date, Company shall indemnify, defend and hold harmless the Contractor Indemnified Parties from and against any and all Losses and claims of any third party with respect to any Environmental Liabilities arising out of or resulting from any Hazardous Substances other than Nuclear Materials that are located in areas that are not in, on or under the CR-3 Facility, to the extent that: (a) such Hazardous Substances migrated to such location from in, on or under the CR-3 Facility; and (b) the occurrence or extent of such Hazardous Substances in such location was not caused by or exacerbated by the acts or omissions of Contractor or any third party performing any of the Decommissioning on behalf of Contractor or any of Contractor's obligations hereunder.

ARTICLE 14 INSURANCE

14.1 Contractor Insurance. With respect to transportation services for Nuclear Material: (a) Contractor and its Affiliates will, in the aggregate, maintain ANI domestic Suppliers and Transporters insurance in amounts no less than **Thirty Five Million Dollars (\$35,000,000)**, and (b) Contractor shall cause any subcontractor to maintain ANI domestic Suppliers and Transporters insurance in amounts no less than **Five Million Dollars (\$5,000,000)**. In addition, Contractor shall maintain the insurance coverages as required under Attachment 10, and shall obtain all additional insured provisions and waivers of subrogation and provide all written confirmations for the benefit of Company in accordance with Attachment 10.

14.2 Company Insurance. Company shall maintain the Nuclear Insurance Policies with ANI and NEIL, in such form and amount as will satisfy the then-current minimum requirements of the applicable Nuclear Laws or NRC license obligations for the CR-3 Facility. Contractor and Buyer shall be named as additional insureds, and Company shall obtain a waiver of rights of subrogation by NEIL against Contractor and Buyer.

14.2.1 Pursuant to the SNF PSA, Buyer has assumed the liability and responsibility for insurance costs relating to the ISFSI, and therefore: (a) during the period beginning on the Closing Date and ending on the date on which the last of the ISFSI-Only Interim End-State Conditions are achieved, Buyer shall, within thirty (30) days of receipt of an invoice for payment from Company, reimburse Company for the insurance premiums paid by Company for the NEIL property damage insurance policy relating to the CR-3 Facility attributable to the ISFSI (based on the insurance premium for coverage of the ISFSI as shown on the applicable NEIL endorsement); and (b) from and after the date on which the last of the ISFSI-Only Interim End-State Conditions are achieved and until the last of the End-State Conditions are achieved, Buyer shall, within thirty (30) days of receipt of an invoice for payment from Company, reimburse Company for **one hundred percent (100%)** of any insurance premiums

paid by Company for the ANI nuclear insurance liability policy and NEIL property damage insurance policy relating to the CR-3 Facility.

14.2.2 Company shall have the sole right to any and all return premiums, refunds, distributions and continuity or other credits received from ANI or NEIL during any period before or after the Closing Date.

14.2.3 Without limiting Contractor's obligations under Section 13.1, Contractor shall be solely responsible for the payment of the deductibles under any of the Nuclear Insurance Policies with respect to each claim made for losses suffered during the period beginning on the Closing Date and ending on the date on which the last of the End-State Conditions are achieved, that arise out of, result from or are connected with (a) the acts or omissions of Contractor, or any third party acting on behalf of Contractor, or the performance by Contractor, or any third party acting on behalf of Contractor, of any Decommissioning or other obligations under this Agreement; or (b) any loss or damage to the ISFSI caused by an event of Force Majeure.

14.3 Environmental Liability Insurance Coverage. Without limiting the generality of the foregoing provisions of this Article 14, Contractor shall on or before the Closing Date, obtain environmental liability insurance coverage substantially in the form of Attachment 16 with the maximum limit of liability that Contractor can obtain for a premium of **One Million Dollars (\$1,000,000)**. Subject to Contractor having provided Company with the certificates of insurance and such other information required for Company to confirm the coverage provided complies with the requirements of this Section 14.3, Contractor may submit a request for payment to Company, together with evidence of Contractor's payment of the premium for such environmental liability insurance coverage, and Company shall, within thirty (30) days after receipt of such request for payment, pay Contractor up to **One Million Dollars (\$1,000,000)** to reimburse Contractor for the cost of the premium paid for such environmental liability insurance coverage. Company and Contractor acknowledge and agree that the payment contemplated in this Section 14.3 is in addition to and not included within **the Pay Items** or the Agreed Amount. Contractor further acknowledges and agrees that Company shall not have any liability or obligation to reimburse Contractor for any premiums or deductibles or other payments made by Contractor to obtain and maintain the insurance coverages as set forth in Attachment 10, other than as may be included within the **Pay Items** and the Agreed Amount.

ARTICLE 15 DEFAULT; REMEDIES

15.1 Contractor Events of Default. Each of the following shall constitute a "Contractor Event of Default":

15.1.1 Contractor fails to pay or cause to be paid when due and payable any amount owed by Contractor to Company in accordance with this Agreement, and such failure continues and is not cured within ten (10) Business Days after written notice from Company regarding such failure.

15.1.2 The occurrence of a Bankruptcy Event with respect to Contractor.

15.1.3 The occurrence of a Bankruptcy Event with respect to a Parent Guarantor, and Contractor's failure to provide a replacement Parent Guaranty from a replacement guarantor with equivalent or better financial condition to that of such Parent Guarantor as of the Contract Date, within five (5) Business Days thereafter.

15.1.4 Contractor fails to provide the Disposal Guarantee or Contractor's Affiliate that issues the Disposal Guarantee fails to maintain the Disposal Guarantee in effect, Contractor's Affiliate that issues the Disposal Guarantee fails to make any payment or render performance when due under the Disposal Guarantee, or Contractor's Affiliate that issues the Disposal Guarantee breaches, defaults or fails to comply with any covenant or obligation of the Disposal Guarantee, and such failure, breach, failure to comply or event of default continues and is not cured within ten (10) Business Days after written notice from Company regarding such failure.

15.1.5 Contractor fails to provide or the Parent Guarantors fail to maintain in effect the Parent Guaranties or the Parent Support Agreements, any Parent Guarantor fails to make any payment or render performance when due under the respective Parent Guaranty or Parent Support Agreement, or a Parent Guarantor breaches, defaults or fails to comply with any covenant or obligation of such Parent Guarantor under the respective Parent Guaranty or Parent Support Agreement, and such failure, breach, failure to comply or event of default continues and is not cured within ten (10) Business Days after written notice from Company regarding such failure.

15.1.6 Contractor's performance of its Decommissioning obligations under this Agreement at the NRC-Licensed Site is suspended by NRC order for a period in excess of one hundred eighty (180) days for Contractor's deficient activities, including failure to comply with NRC regulations.

15.1.7 Contractor fails to discharge or obtain the release of any Contractor Lien in accordance with this Agreement, and such failure continues and is not cured within ten (10) Business Days after written notice from Company regarding such failure.

15.1.8 Contractor fails to mobilize or retain sufficient qualified personnel and equipment to and at the Crystal River Site as necessary to commence and progress the Decommissioning and perform its obligations hereunder in accordance with the Project Schedule, or stops, suspends, terminates or refuses to perform its obligations hereunder, such that Contractor would not reasonably be capable of maintaining progress on the Decommissioning or the performance of its obligations hereunder in accordance with the Project Schedule, and such failure, or the stoppage, suspension or termination of performance of its obligations hereunder, is not cured within ten (10) Business Days after written notice from Company regarding such failure, stoppage, suspension or termination.

15.1.9 Contractor fails to complete Milestone One on or before the Target Completion Date.

15.1.10 Contractor submits a Disbursement Certificate which Contractor knows contains false information.

Execution Copy

EXHIBIT C

FORM OF

SNF SERVICES AGREEMENT

BY AND BETWEEN

ADP CR3, LLC, as CONTRACTOR

AND

ADP SF1, LLC, as BUYER

Dated as of [•]

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS.....	2
ARTICLE 2 SCOPE OF SERVICES	2
ARTICLE 3 CONTRACTOR PERFORMANCE REQUIREMENTS	2
ARTICLE 4 BUYER RESPONSIBILITIES	3
ARTICLE 5 COMPENSATION	3
ARTICLE 6 TERM AND TERMINATION	4
ARTICLE 7 CONFIDENTIALITY.....	4
ARTICLE 8 AUDIT	4
ARTICLE 9 INSURANCE.....	4
ARTICLE 10 INDEMNIFICATION.....	5
ARTICLE 11 LIABILITY	5
ARTICLE 12 MISCELLANEOUS PROVISIONS.....	6

ATTACHMENTS

Attachment 1 – Contractor’s Insurance

Attachment 2 – Buyer’s Insurance

(e) maintaining an accurate record of all operations and maintenance activities related to the ISFSI, and the Spent Nuclear Fuel and HLW, and furnish, from time to time, upon the request of Buyer, such records and other information (or access thereto); and

(f) performing all such other and further acts as may be necessary to accomplish fully and perform its duties under this Agreement.

Contractor shall have discretion at all times as to the means and manner in which the Services are provided under this Agreement as long as the requirements set forth in this Agreement are satisfied. Without limiting the generality of the foregoing, Contractor, in its discretion, may delegate the performance of any part of the Services to any subcontractor, provided that Contractor will be responsible for the Services performed by each subcontractor as if such Services were performed by Contractor itself.

ARTICLE 4 BUYER RESPONSIBILITIES

Buyer will cooperate with and assist Contractor, and provide Contractor with correct and reliable information, as reasonably necessary for Contractor to carry out and perform the Services. In addition, Buyer shall execute powers of attorney, letters of agency and other documents as may be reasonably required for Contractor to provide the Services on behalf of Buyer.

ARTICLE 5 COMPENSATION

5.1 Charges. In consideration for Contractor's provision of the Services, Buyer shall pay to Contractor an amount equal to:

(a) all of Contractor's costs and expenses arising out of, or associated with, Contractor's performance of the Services, including, fees imposed by regulatory agencies; direct labor costs; supervisory and clerical costs; employee benefits costs; utility costs; materials and supplies cost (including any materials or equipment leased or rented by Contractor for the performance of Services); liability, property, and other insurance costs; federal, state, and local taxes (including any property taxes, sales, use, services, consumption, excise and other transaction-based tax assessed taxes assessed in respect of the Services or the charges therefor); administrative and general overhead costs reasonably allocable to the performance of Services under this Agreement; depreciation and amortization costs; and interest expenses (collectively, "Contractor Costs"); plus

(b) a mark-up on Contractor Costs of [\bullet] % (Contractor Costs, together with such mark-up, being referred to as the "Charges").

5.2 Invoicing. Contractor shall invoice Buyer for the Charges monthly in arrears as they are incurred. Each such invoice shall be due upon receipt and payable within thirty (30) days after the invoice date. Invoices will be sent to the following address: [Insert billing address]. All amounts charged for the Services will be billed and paid in United States dollars. At Buyer's request, Contractor will provide Buyer with supporting documentation, at a reasonable level of detail, to validate the accuracy of the Charges.

ARTICLE 10
INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless Buyer from and against any and all Losses arising out of any third party claim based on Contractor's breach of this Agreement or Contractor's violation of Law, negligence, gross negligence, fraud or willful misconduct in connection with its performance of this Agreement. Buyer shall provide Contractor prompt notice of any third party claim received by Buyer, provided that failure to do so shall not relieve Contractor of its indemnification obligation except to the extent that it can demonstrate damages attributable to such failure. Contractor shall have the right to control the investigation, defense and settlement of such claim, provided that: (a) Buyer shall be entitled to participate in the defense of such claim and to employ counsel at its own expense; and (b) if a proposed settlement imposes any obligation or restriction on Buyer, Contractor shall obtain the prior written approval of Buyer before entering into such settlement. Buyer shall provide such cooperation and assistance as may be reasonably requested by Contractor in connection with the investigation, defense or settlement of the third party claim at Contractor's expense. Notwithstanding the foregoing, if Company or its designee takes over Contractor in accordance with the DSA and Ancillary Agreements, or otherwise assumes this Agreement, this Article 10 shall expire and be of no further force or effect and Company's sole indemnity obligations with respect to Buyer shall be as stated in the DSA.

ARTICLE 11
LIABILITY

11.1 LIMITATION ON CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING THROUGH THE OTHER PARTY OR UNDER THIS AGREEMENT) PURSUANT TO THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL LOSSES OR DAMAGES, OR ANY LOSS, DAMAGE OR OTHER LIABILITY OTHERWISE EQUIVALENT TO OR IN THE NATURE OF SUCH LOSSES OR DAMAGES, OR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, DOWNTIME COSTS, LOSS OF OPPORTUNITY OR GOODWILL, LOSS OF PRODUCTIVITY, LOSS OF OR REDUCTION IN BONDING CAPACITY, LOSSES DUE TO THEORIES SUCH AS CUMULATIVE IMPACT, COST OF PURCHASED OR REPLACEMENT POWER, COST OF CAPITAL OR CLAIMS OF CUSTOMERS, WHETHER SUCH LIABILITY ARISES IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION (INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY OR OTHERWISE; PROVIDED, HOWEVER, THAT THE LIMITATION OF LIABILITY UNDER THIS SECTION 11.1 SHALL NOT APPLY TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT FOR THIRD PARTY CLAIMS.

11.2 Force Majeure. Each Party's performance of its obligations hereunder will be excused if and to the extent that performance is prevented by a Force Majeure event. Each Party will use commercially reasonable efforts to remedy any such event as soon as possible, and performance will resume as soon as practicable after the Force Majeure event no longer exists.

EXHIBIT I

FORM OF DISPOSAL GUARANTEE

DISPOSAL GUARANTEE AGREEMENT

This Disposal Guarantee Agreement (this "Guarantee") is made this ____ day of _____, 2020, by Waste Control Specialists, LLC, a Delaware limited liability company ("Guarantor"), in favor of the Trustee of the CR-3 Provisional Trust Fund, a Pennsylvania trust, and its successors or assigns ("Trustee").

RECITALS

WHEREAS, Duke Energy Florida, LLC, a Florida limited liability company ("DEF") owns a one hundred percent (100%) undivided interest in the Crystal River 3 nuclear power station located in Citrus County, Florida, including the spent nuclear fuel stored in the independent spent fuel storage installation on the Crystal River Energy Complex site ("CR-3 Facility").

WHEREAS, pursuant to that certain Decommissioning Services Agreement dated as of [●], 2019, as amended from time to time (the "Agreement"), by and among DEF as Company, ADP CR3, LLC, a Delaware limited liability company ("Contractor"), and ADP SF1, LLC, a Delaware limited liability company and an Affiliate of Contractor ("Buyer"), DEF has engaged Contractor to perform the activities necessary to decommission the CR-3 Facility and the NRC-Licensed Site, including permitting activities, demolishing, decontaminating and dismantling existing structures and facilities, and waste disposal, as further described therein (the "Project"), in exchange for a fixed price fee for these services.

WHEREAS, Contractor has exclusively subcontracted the waste disposal for the Project to Guarantor.

WHEREAS, Guarantor's execution and delivery of this Guarantee is a material condition to Company's willingness to consummate the transactions as contemplated in the Agreement.

NOW, THEREFORE, in consideration of Guarantor's exclusive right to waste disposal for the Project and other good and valuable consideration, Guarantor hereby agrees as follows:

Disposal Guarantee

1. Subject to the terms and conditions herein, Guarantor hereby guarantees waste disposal at Guarantor's Andrews, Texas disposal facility up to the value of fifty million dollars (\$50,000,000).

Guarantee Period

2. The amount guaranteed under this Disposal Guarantee issued in favor of the Trustee of the Provisional Milestone Account as defined in the Agreement, shall be reduced on a dollar-for-dollar basis as the amounts on deposit in the Provisional Milestone Account increase.
3. Notwithstanding anything herein to the contrary, Guarantor's obligations under this Guarantee shall terminate, be of no further force or effect and be fully released when the aggregate amount on deposit in the Contractor's Provisional Trust Fund equals Fifty Million Dollars (\$50,000,000) (the "Termination Date"); provided that any claims made in writing by the Trustee against Guarantor hereunder prior to the Termination Date and remaining unresolved or outstanding as of such date shall survive until the final resolution and satisfaction of such claims to the extent of and subject to the terms and conditions herein (the "Guarantee Period").

Enforcement and Notice

4. In the event of a Contractor's Event of Default as defined in Section 15.1 of the Agreement, and DEF's election to take or have a designee take possession of Contractor pursuant to the terms of the Agreement, DEF or such designee may instruct the Trustee to make a claim against Guarantor without necessity of any suit or proceeding by the Trustee up to the then current value of this Guarantee as determined in accordance with Paragraph 2 hereof.
5. Upon receipt of a claim from the Trustee, Guarantor shall accept waste generated by the Project for disposal at Guarantor's waste disposal facilities at no cost or charge to the Trustee, DEF or its designee, up to an amount equal to the then current value of this Guarantee as determined in accordance with Paragraph 2 hereof, based on the rates attached hereto as Attachment 1. All such waste delivered to Guarantor shall be packaged and transported in accordance with applicable laws, rules and regulations.
6. At any time, with or without consideration or notice, DEF may direct the Trustee to waive enforcement of the terms, conditions and provisions of this Guarantee with respect to any breach or default by Contractor and such waiver will not diminish or otherwise affect Contractor's obligations to DEF under the Agreement or the Trustee's rights under this Guarantee.
7. Guarantor hereby waives notice of (a) DEF's acceptance and reliance on this Guarantee; (b) default or demand in the case of default, provided such notice or demand has been given to or made upon Contractor or Buyer; and (c) any indulgences, extensions or consents granted to Contractor or Buyer or any other surety. Guarantor waives promptness, diligence, presentment, demand of payment or enforcement and any other notice with respect to this Guarantee, and waives any and all rights it may now or in the future have under law or in equity to require either that an action be brought against Contractor, Buyer, or any other person or entity as a condition to

proceeding against Guarantor. The obligations of Guarantor under this Guarantee shall not be affected, reduced, or impaired upon the happening of any of the following events:

(a) the failure to give notice to Guarantor of the occurrence of a default under the terms and provisions of the Agreement or any other agreement executed by Contractor or Buyer in connection with the Project, provided Company has complied with the notice requirements of the Agreement;

(b) any lack of validity or enforceability of or defect or deficiency applicable to any of Contractor or Buyer in the Agreement or any other agreement executed by Contractor or Buyer in connection with the Project;

(c) any change in the time, manner, terms or place of payment or performance or in any other term of, all or any of the obligations of Contractor or Buyer under the Agreement or any other agreement executed by Contractor or Buyer in connection with the Project, or any other amendment, extension or waiver of or any consent to departure from the Agreement or any such other agreement;

(d) failure, omission, delay, waiver or refusal by Company to exercise, in whole or in part, any right or remedy held by Company with respect to this Guarantee, the Agreement, any other agreement executed by Contractor or Buyer in connection with the Project, or any transaction hereunder or thereunder;

(e) any change in the existence, structure or ownership of Guarantor or any of Contractor or Buyer, or any voluntary or involuntary liquidation, or dissolution, or insolvency, bankruptcy, reorganization, or other similar proceeding affecting any or all of Contractor or Buyer or their respective assets; or

(f) the merger or consolidation of Contractor or Buyer into or with any corporation or other entity, or Contractor's or Buyer's loss of its separate corporate identity or its ceasing to be an affiliate of Guarantor.

8. Guarantor agrees that in the event any of the foregoing provisions are found to be unenforceable, that portion so found will in no way affect the purpose and intent of the remaining provisions, and to the extent those provisions will remain binding upon the parties.

9. Any claim, notice or other communication under this Guarantee shall be in writing, and shall be deemed duly given when delivered personally, or four days after being mailed by certified mail, return receipt requested, or by documented over-night delivery to a party at the following address (or such other address as such party may have specified by notice given to the other party pursuant to this provision):

CONFIDENTIAL

If to Waste Control Specialists, LLC, to:

Name: Jeffrey P. Adix, Vice President & CFO
Address: 17101 Preston Rd, Suite #115, Dallas, TX 75248
Phone: (212) 951-3660

with a copy (which shall not constitute notice) to:

Name: Gregory G. DiCarlo, Vice President & General Counsel
Address: 35 Corporate Drive, Suite 1155, Trumbull, CT 06611
Phone: (203) 222-0584

If to Trustee, to:

[]

with a copy (which shall not constitute notice) to:

Duke Energy Florida, LLC
15760 W. Power Line Street
Crystal River, FL 34428
Attn.: Terry Hobbs, CR-3 Decommissioning Manager
E-mail: terry.hobbs@duke-energy.com

Duke Energy Florida, LLC
550 South Tryon Street, DEC 45A
Charlotte, NC 28202
Attn: Tracey LeRoy, Legal Counsel, Nuclear (Crystal River Unit 3)
Email: tracey.leroy@duke-energy.com

Morgan, Lewis & Bockius LLP
300 S. Grand Avenue, 22nd Floor
Los Angeles, CA 90071
Attn: Ingrid A. Myers
E-mail: Ingrid.myers@morganlewis.com

No Third Party Beneficiaries

10. DEF and its successors and assigns are intended third party beneficiaries of this Guarantee, and may enforce the provisions of this Guarantee against the Trustee and the Guarantor. Except for DEF and its successors and assigns, this Guarantee shall be for the sole benefit of and may only be enforced by the Trustee and its successors or assigns.

CONFIDENTIAL

Assignment

11. This Guarantee shall inure to the benefit of the Trustee, its successors and permitted assigns and shall be binding upon Guarantor and its successors and permitted assigns. Neither the Trustee nor Guarantor shall have any right to assign this Guarantee or any of their respective rights or obligations hereunder to any other person or entity without the prior written consent of the non-assigning party and DEF, which may be granted or withheld in the sole discretion of each of the non-assigning party and DEF, and any purported assignment in violation of this Paragraph 10 shall be null and void.

Entire Agreement: Amendments or Modifications

12. This Guarantee constitutes the entire agreement between the parties regarding the subject matter hereof, and Guarantor shall have no liabilities or obligations of any kind to the Trustee with respect to the Agreement or otherwise, except as expressly provided herein.
13. This Guarantee may not be amended or modified without the prior written approval of DEF, which may be granted or withheld in DEF's sole discretion, and then only in a writing executed by both parties.

Miscellaneous

14. This Guarantee, as well as the rights and obligations of the parties hereto, shall be given, construed and interpreted according to the laws of the State of Florida, without regard to its rules governing conflicts of law.

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CONFIDENTIAL

Duke Energy Florida
Witness: Terry Hobbs
Exhibit No. ____ (TH-1)
Page 238 of 597

IN WITNESS WHEREOF, the parties hereto have executed this Guarantee as of the date first written above.

Waste Control Specialists, LLC [insert name of Trustee of CR-3 Provisional Trust]

By: _____ By: _____

Title: _____ Title: Trustee

CONFIDENTIAL

Duke Energy Florida
Witness: Terry Hobbs
Exhibit No. ____ (TH-1)
Page 239 of 597

ATTACHMENT 1

WCS RATES

{see attached}

CONFIDENTIAL

	\$/cf Buried*	Total with Current fees** (16.25% - CWF and 1% for LAW)
Classification Form		
LAW Soil	\$ 8.00	\$ 8.08
LAW Crushed Debris	\$ 30.00	\$ 30.30
LAW Debris	\$ 30.00	\$ 30.30
LAW Large Component	\$ 35.00	\$ 35.35
Class A Large Component	\$ 180.00	\$ 209.25
Class A	\$ 180.00	\$ 209.25
Class B&C	\$ 1,800.00	\$ 2,092.50
Class B&C Irradiated Hardware	\$ 7,380.00	\$ 8,579.25

*Excluding Transportation

** Current Fees are in place at this time and expected to continue, however if changed by law, any change will be passed through at cost.

Attachment 7 - Pay-Item Schedule 5.28.2019 - FINAL

Accelerated Decommissioning Partners, LLC 17101 Preston Road, Suite 115 Dallas, TX 75248		CRYSTAL RIVER UNIT 3 DECOMMISSIONING		EARNED VALUE PAY ITEM SCHEDULE - UPDATE AND REPORTING	
REPORT PERIOD		FROM (YYYYMMDD)	TO (YYYYMMDD)		
PAY ITEM ACTIVITY		CUMULATIVE THRU PRIOR PERIOD	CURRENT PERIOD	CUMULATIVE TO DATE	AT COMPLETION
0 - Pre-Close Planning					
Balance of Plant D&D Planning				\$ -	
LCR and RV/RVI Planning				\$ -	
Transaction Closing Costs				\$ -	
Subtotal - Pre-Shutdown				\$ -	
3 - Planning/Site Preparation					
D&D Planning and Preparations					
Facility Modifications, Site Preparation					
- Utilities Reactivation				\$ 9,313.21	
- Containment Access, Waste Handling Areas				\$ 4,576.39	
Site Characterization				\$ 14,592.42	
LCR and RV/RVI Planning and Engineering					
- General transition planning/Engineering				\$ 9,575.34	
- Site/Plant Infrastructure Planning and Engineering				\$ 4,899.88	
- RVI Planning and Engineering				\$ 14,925.56	
- RV Planning and Engineering				\$ 9,047.20	
- LCR Planning and Engineering				\$ 6,785.02	
Balance of Plant D&D Planning					
- Temporary Utilities, Site Preparation Planning				\$ 7,322.24	
- Turbine, Condenser, Steam Generator Removal Planning				\$ 5,491.67	
- Systems Removal and Decontamination Planning				\$ 10,983.34	
- Demolition Planning				\$ 3,182.24	
Subtotal - D&D Planning and Preparation		\$ -	\$ -	\$ -	\$ 100,694.50
SUBTOTAL - Transition/Planning/Preparation		\$ -	\$ -	\$ -	\$ 100,694.50
4 - Decommissioning					
4A - Large Component Removal					
Reactor Internals Segmentation					
- Reactor Internals Mobilization, Setup, and Commissioning				\$ 6,620.21	
- Reactor Internals Segmentation (Plenum Assembly)				\$ 9,050.64	
- Reactor Internals Segmentation (Core Support Assembly/Remaining)				\$ 21,114.57	
Reactor Internals Waste P,T&D				\$ 45,356.57	
Reactor Vessel Segmentation					
- Reactor Vessel Mobilization, Setup, and Commissioning				\$ 1,047.45	
- Reactor Vessel Segmentation				\$ 9,424.88	
Reactor Vessel Waste P,T&D				\$ 6,196.21	
CRDMs, ICIs, Service Structure				\$ 5,340.66	
Reactor Coolant System					
- Reactor Coolant System Piping				\$ 5,334.03	
- Reactor Coolant System Pumps and Motors				\$ 4,652.22	
Pressurizer and Relief Tank				\$ 4,616.14	
Steam Generators Removal				\$ 18,636.96	
Steam Generators Waste P,T&D				\$ 19,502.86	
Main Turbine/Generator/Condensers					
- Remove Turbines and Generator				\$ 1,688.94	
- Remove Condensers				\$ 4,611.21	
Cascading Demo Costs				\$ 1,974.14	
Large Component Removal Additional Cost					
- Asbestos Abatement				\$ 17,292.65	
- Remedial Action Surveys				\$ 8,084.57	
- Remove Contaminated Outdoor Piping				\$ 3,928.67	
Subtotal - Large Component Removal		\$ -	\$ -	\$ -	\$ 194,473.56
4B - Site Decontamination					
Remove Plant Systems					
- Reactor Building				\$ 18,675.53	
- Auxiliary Building (95' Elev.)				\$ 19,612.86	
- Auxiliary Building (119' Elev. and Above)				\$ 19,242.80	
- Intermediate Building				\$ 6,290.92	
- Turbine Building				\$ 1,480.22	
Remove Plant Systems Waste P,T&D				\$ 11,196.95	
Decontaminate Buildings					
- Reactor Building (95' Elev.)				\$ 18,422.45	
- Reactor Building (119' Elev.)				\$ 18,317.67	
- Reactor Building (160' Elev. and Above)				\$ 7,956.16	
- Auxiliary Building				\$ 13,100.01	
- Intermediate Building				\$ 1,455.23	
- Miscellaneous Site Structures				\$ 291.05	
Decontaminate Buildings Waste P,T&D					
- Reactor Building Waste P,T&D				\$ 12,424.50	
- Auxiliary, Intermediate, and Misc Building Waste P,T&D				\$ 4,141.60	

Attachment 7 - Pay-Item Schedule 5.28.2019 - FINAL

Accelerated Decommissioning Partners, LLC 17101 Preston Road, Suite 115 Dallas, TX 75248		CRYSTAL RIVER UNIT 3 DECOMMISSIONING		EARNED VALUE PAY ITEM SCHEDULE - UPDATE AND REPORTING	
REPORT PERIOD		FROM (YYYYMMDD)	TO (YYYYMMDD)		
		BUDGETED COST OF WORK PERFORMED (Thousands of Period of Performance Dollars)			
PAY ITEM ACTIVITY		CUMULATIVE THRU PRIOR PERIOD	CURRENT PERIOD	CUMULATIVE TO DATE	AT COMPLETION
72	License Termination Planning				\$ 5,120.26
73	DECON Additional Costs				
74	- West Settling Pond				\$ 1,048.71
75	- Underground Services Excavation				\$ 15,566.18
76	- Transfer Canal Sand Removal				\$ 893.38
77	- Remedial Action Surveys				\$ 6,554.15
78	- Tooling and Equipment				\$ 4,250.08
79	- Lead Abatement				\$ 2,450.80
80	Subtotal - Decommission Buildings and Systems	\$ -	\$ -	\$ -	\$ 188,491.51
81	4F - License Termination				
82	License Termination Planning, Surveys, and Costs				
83	- License Termination Survey				\$ 19,916.68
84	- Confirmation & Verification Surveys				\$ 359.67
85	- Terminate License				\$ -
86	Subtotal - Decommission Buildings and Systems	\$ -	\$ -	\$ -	\$ 20,276.35
87	SUBTOTAL - Decommissioning	\$ -	\$ -	\$ -	\$ 403,241.42
88					
89	5 - Site Restoration				
90	Demolition of Remaining Site Buildings				
91	Demolition, Backfill, Grade				
92	- Turbine Building				\$ 4,015.55
93	- Miscellaneous Site Structures				\$ 10,667.45
94	- Auxiliary Building				\$ 3,219.57
95	- Reactor Building				\$ 4,298.48
96	- Intermediate Building				\$ 1,056.13
97	- Backfill and Grade				\$ 3,284.12
98	- Final Report to NRC				\$ 433.86
99	Site Restoration Additional Costs				
100	- Firing Range Closure				\$ 1,958.84
101	- Concrete Crushing, Security Barriers, Discharge Cofferdam				\$ 7,130.08
102	Subtotal - Site Restoration	\$ -	\$ -	\$ -	\$ 36,064.08
103	SUBTOTAL - Site Restoration	\$ -	\$ -	\$ -	\$ 36,064.08
104					
105	TOTAL CRYSTAL RIVER FIRM FIXED PRICE PAY ITEM	\$ -	\$ -	\$ -	\$ 540,000.00



ATTACHMENT 7 – Pay-Item Schedule 5.16.2019 – FINAL

ADP PROPRIETARY - HIGHLY CONFIDENTIAL

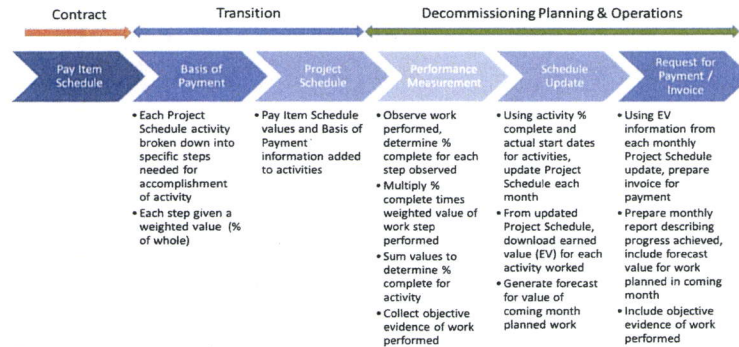
Crystal River Unit #3 (CR3) Earned Value Management System Outline

As indicated in our proposal for the decommissioning of the Crystal River Unit #3 (CR3) plant, Accelerated Decommissioning Partners (ADP) will implement and maintain an earned value management system (EVMS) in order to monitor cost and schedule performance during the project performance period. This system will be founded on the Pay Item Schedule that has been established and included in the Decommissioning Services Agreement (DSA). During the Transition Period, each line item of the Pay Item Schedule will be further defined through the development of a Basis for Payment. This process will include the breakdown of Pay Item Schedule activities into appropriate work steps and assigning each step a weighted value relative to the whole. **Exhibit 1** below shows an example of how a sample Pay Item Schedule activity could be further defined.

Also, during the Transition Period, a detailed project schedule will be finalized. This schedule reflects the activities described in the Pay Item Schedule and establishes their relative timeframes for accomplishment. The line item values of the Pay Item Schedule as well as the steps and weighted values determined by the Basis of Payment process will be included in the project schedule. Once this is done, the project schedule can then be utilized to:

1. Calculate earned value for work performed
2. Forecast future period (month, quarter, etc.) billings

A graphic depiction of these evolutionary steps is as follows.



The overarching goal of the preceding is to have the cost and schedule baselines (Pay Item Schedule and Project Schedule) developed and agreed prior to commencement of Decommissioning Planning and Operations (completion of License Transfer, Deal Closing, etc.). This done, ADP will then routinely measure performance, update schedules, prepare monthly narrative reports describing work progress and initiate invoices for payments based on work performed as indicated by the notations to the graphic above. As indicated above, this approach will be structured to assure that adequate supporting documentation has been compiled and presented for validation of work performed in accordance with the Request for Disbursement Request. Additional instructions will be developed during the Transition Period to implement these processes to assure that they are administered consistently and in accordance with the DSA.

Exhibit 1: Basis of Payment Example

CR3 Pay Item Basis for Payment

Pay Item #xx – Remove Turbines and Generator

Scope includes all materials, equipment, tools, supplies, facilities, and labor to remove the Turbines and Generator from the Turbine Building. The scope also includes packaging, transportation, and disposition. Removal assumes that the Turbine Building bridge crane has been re-powered, inspected, certified and is fully operational. Also assumed is that services of heavy lifting and heavy hauling companies have been procured and that they have mobilized all necessary lifting and hauling equipment to the site for removal of the generator stator from the building and transportation of all removed parts from the site.

Measurement for payment will be based on a percentage of work completed.

Setup work area – 10% - Mobilize all tools, equipment (including that needed for cutting and burning) and rigging to the work area. Establish and post work areas. Train all personnel in requirements of job hazard analyses and work packages applicable to the work.

Remove Turbines – 45% - Cut piping and remove steam chests / turbine control valves. Unbolt or cut bolts in order to remove high pressure and two low pressure turbine covers. Lift covers using Turbine building bridge crane. Remove covers from the building. Disconnect turbine rotor sections, disconnect from generator rotor. Lift turbine rotor sections using Turbine building bridge crane. Remove rotors from the building. Cut piping connected to turbine lower casings. Leave cut piping in the Condenser(s) or on Mezzanine level of Turbine Building for removal later. Unbolt or cut bolts securing lower turbine casings to the turbine pedestal, lift lower casings using the Turbine Building bridge crane. Remove turbine lower casings from the Turbine Building.

Remove Generator – 25% - Cut piping and remove generator cooling bundles. Unbolt or cut bolts securing generator rotor bearing plates to the generator stator. Lift and remove generator rotor from the stator using the Turbine Building bridge crane. Remove the rotor from the Turbine Building. Setup specialty hosting / jacking equipment. Unbolt or cut bolts securing generator stator to the turbine pedestal. Lift or jack generator stator from the turbine pedestal. Remove generator stator from the Turbine Building.

Disposition Turbines – 10% - Place all removed turbine components, casings and rotors on haulage vehicles. Secure loads and package as needed for transportation from site to disposal facilities.

Disposition Generator – 10% - Place all removed generator components and rotor on haulage vehicles. Secure loads and package as needed for transportation from site to disposal facilities. Place generator stator on railcar. Secure load and package as needed for transportation from site to disposal facility.

