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July 16, 2019

VIA ELECTRONIC FILING

Mr. Adam Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

In re: Petition by Duke Energy Florida, LLC to Approve Transaction with Accelerated Decommissioning Partners, LLC for Accelerated Decommissioning Services at the CR3 Facility, etc. (the "Petition");
Docket No. 20190140-EI

Dear Mr. Teitzman:

Please find enclosed for electronic filing on behalf of Duke Energy Florida, LLC ("DEF"), DEF's *Amended* Request for Confidential Classification filed in connection with the information contained within Exhibit No. ___ (TH-1), to the direct testimony of Terry Hobbs in support of the Petition. This filing includes the following:

- DEF's *Amended* Request for Confidential Classification;
- Slipsheet for confidential Exhibit A;
- Redacted Exhibit B (two copies);
- Exhibit C (justification matrix); and
- Exhibit D (affidavit of Terry Hobbs).

DEF's confidential Exhibit A that accompanies the above-referenced filing has been submitted under separate cover.

Thank you for your assistance in this matter. Please feel free to call me at (813) 227-8114 should you have any questions concerning this filing.

Respectfully,

Shutts & Bowen LLP

Daniel Hernandez

Enclosures (as noted)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC to Approve Transaction with Accelerated Decommissioning Partners, LLC for Accelerated Decommissioning Services at the CR3 Facility, Transfer of Title to Spent Fuel, and Assumption of Operations of the CR3 Facility Pursuant to the NRC License, and Request for Waiver From Future Application of Rule 25-6.04365, F.A.C. for Nuclear Decommissioning Study

DOCKET NO.: 20190140-EI

Submitted for Filing: July 16, 2019

**DUKE ENERGY FLORIDA, LLC'S AMENDED
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Duke Energy Florida, LLC, (“DEF” or “Company”), pursuant to Section 366.093, Florida Statutes (F.S.), and Rule 25-22.006, Florida Administrative Code (F.A.C.), submits this Amended¹ Request for Confidential Classification (the “Request”) for certain information contained in the exhibits to the direct testimony in support of the Petition by Duke Energy Florida, LLC to Approve Transaction with Accelerated Decommissioning Partners, LLC for Accelerated Decommissioning Services at the CR3 Facility, etc. (the “Petition”) filed in the above-referenced matter. In support of this Request, DEF states:

1. Portions of the information provided in Exhibit No. ___ (TH-1) to the direct testimony of Terry Hobbs in support of the Petition are “confidential proprietary business information” under Section 366.093(3), Florida Statutes.

¹ Amended only to include the confidential proprietary business information contained in the Exhibits and Attachments made part of Exhibit No. ___ (TH-1) that were not included with DEF’s initial Request for Confidential Class Information filed in this matter on July 10, 2019.

2. The following exhibits are included with this Request:

(a) Sealed **Exhibit A** is a package containing an unredacted copy of the portions of the exhibit for which DEF seeks confidential treatment. **Exhibit A** is being submitted separately in a sealed envelope labeled “CONFIDENTIAL.” In the unredacted copy, the information asserted to be confidential is highlighted in yellow.

(b) **Composite Exhibit B** is two copies of the redacted version of the exhibit for which the Company requests confidential classification. The specific information for which confidential treatment is requested has been blocked out by opaque marker or other means.

(c) **Exhibit C** is a table, which identifies by the page and specific section of the exhibit, the information for which DEF seeks confidential classification and the specific statutory bases for seeking confidential treatment.

(d) **Exhibit D** is an affidavit attesting to the confidential nature of the information identified in this Request.

3. As indicated in **Exhibit C**, the information for which DEF requests confidential classification is “proprietary confidential business information” within the meaning of Section 366.093(3), F.S. Specifically, the information included in Exhibit No. ___ (TH-1) relates to commercially sensitive and contractual obligations under a contract between DEF, ADP CR3, LLC and ADP SF1, LLC for decommissioning activities related to the accelerated decommissioning of the DEF Crystal River Unit 3 Nuclear Plant (the “CR3 Facility”), the disclosure of which would not only impair the Company’s competitive business advantages but would also violate contractual requirements. DEF is obligated to maintain the confidentiality of this information under the subject contract, and therefore it qualifies for confidential classification. See §§ 366.093(3)(d) and (e), F.S.; Affidavit of Terry Hobbs at ¶ 5. If DEF

cannot assure contracting parties that it can maintain the confidentiality of contractual terms, those parties and other similarly situated parties may forego entering contracts with DEF, which would impair the ability of the Company to negotiate contracts on favorable terms. *See* § 366.093(3)(d), F.S.; Affidavit of Terry Hobbs at ¶ 6. Accordingly, such information constitutes “proprietary confidential business information” which is exempt from disclosure under the Public Records Act pursuant to Section 366.093(1), F.S.

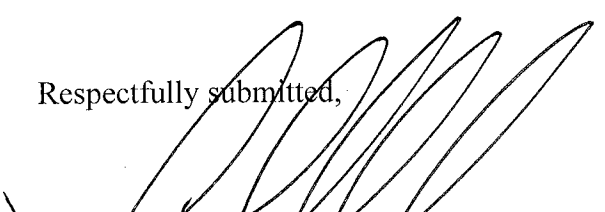
4. The information identified as **Exhibit A** is intended to be and is treated as confidential by the Company. *See* Affidavit of Terry Hobbs at ¶¶ 7 and 8. The information has not been disclosed to the public, and the Company has treated and continues to treat the information at issue in this Request as confidential. *Id.*

5. DEF requests that the information identified in **Exhibit A** be classified as “proprietary confidential business information” within the meaning of Section 366.093(3), F.S., that the information remain confidential for a period of at least eighteen (18) months as provided in Section 366.093(4) F.S., and that the information be returned as soon as it is no longer necessary for the Commission to conduct its business.

WHEREFORE, for the foregoing reasons, DEF respectfully requests that this Request for Confidential Classification be granted.

DATED this 16th day of July, 2019.

Respectfully submitted,



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Duke Energy Florida, LLC
Docket No.: 20190140-EI
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail this 16th day of July, 2019 to all parties of record as indicated below.

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Exhibit A

“CONFIDENTIAL”

(submitted under separate cover)

Exhibit B

REDACTED

(two copies)

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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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 [REDACTED]
- 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

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- Attachment 16 Specimen Pollution Legal Liability Insurance Policy
- Attachment 17 Company’s Required Regulatory Approvals; Contractor’s Required Regulatory Approvals

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- Schedule 2.2.9 Environmental Matters

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) [REDACTED]

“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, [REDACTED] 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.



“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 [REDACTED], 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.

[REDACTED]

“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.

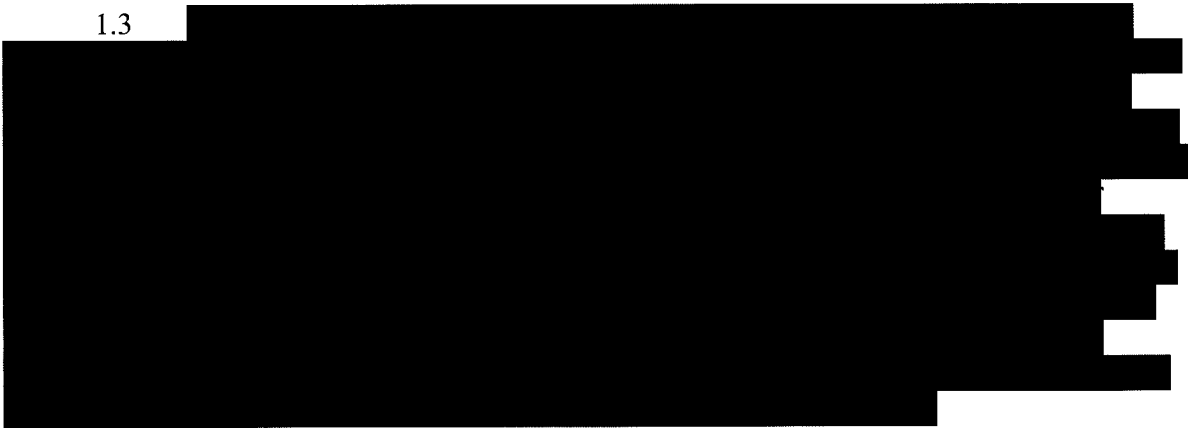
(f) All references herein to any Law or to any contract or other agreement shall be to such Law, contract or other agreement as amended, supplemented or modified from time to time unless otherwise specifically provided herein.

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



**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; [REDACTED]

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. [REDACTED]

[REDACTED] 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 [REDACTED]



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.

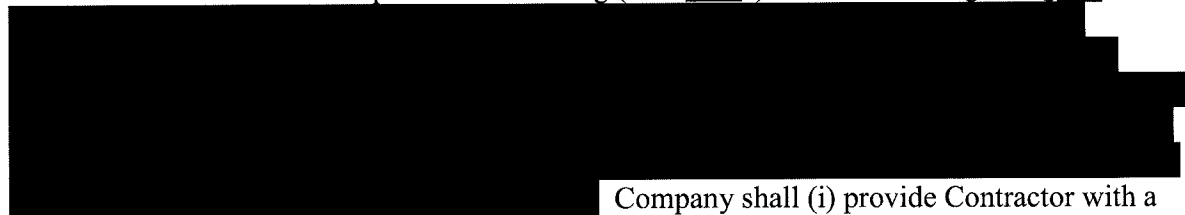
3.11 Taxes.

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



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.

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.

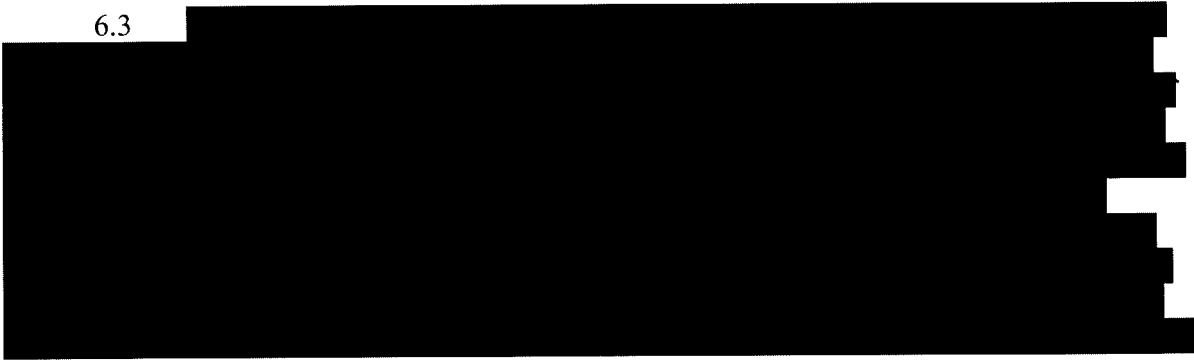
ARTICLE 6
CONTRACTOR’S AND BUYER’S POST-CLOSING RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

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 [REDACTED] 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



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 [REDACTED] 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 [REDACTED] 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.

[REDACTED]

[REDACTED] 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 [REDACTED] 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 [REDACTED] [REDACTED] 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.

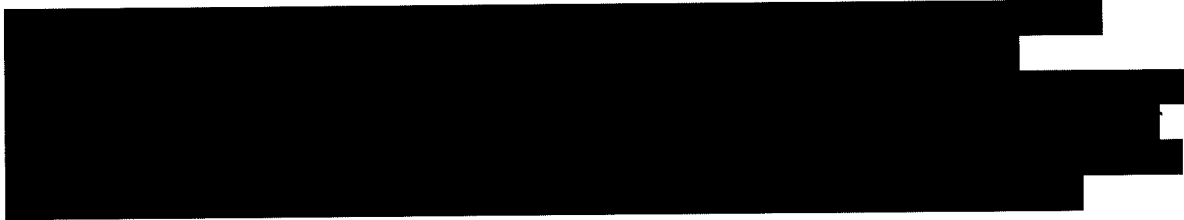
8.8 Post-Closing - Further Assurances. Subject to the terms and conditions of this Agreement, each of the Parties will use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to facilitate 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 [REDACTED], 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: [REDACTED] As compensation for completion of the Decommissioning and performance of its obligations hereunder [REDACTED]



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 is 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, [REDACTED]. 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 [REDACTED]. 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 [REDACTED]

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

[REDACTED]

(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 [REDACTED], Company shall be entitled to reduce the payment made under any subsequent IOI Disbursement Certificate by the amount in dispute that exceeds [REDACTED], 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 [REDACTED].

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 [REDACTED] 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 [REDACTED]

9.9 Audit Rights.

9.9.1 Company shall have the right to audit the [REDACTED] 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 [REDACTED] 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 [REDACTED] for progress achieved on any [REDACTED], 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 [REDACTED] 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 [REDACTED] 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 [REDACTED]. 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 [REDACTED] 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.

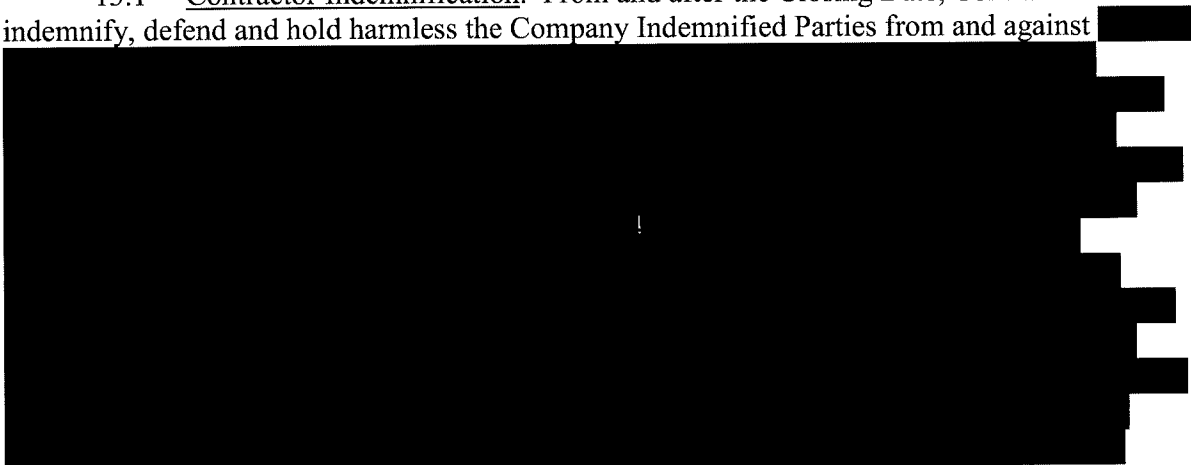
11.3 Duty to Mitigate. Contractor shall act diligently to mitigate the effects of any Schedule Extension Condition and to minimize the incremental costs or delays to the Project Schedule resulting from the occurrence of an event or circumstance as described in Section 11.2. Among other things: (a) in 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



[REDACTED]

13.2 Company Indemnification. From and after the Closing Date, Company shall indemnify, defend and hold harmless the Contractor Indemnified Parties from and against [REDACTED]

[REDACTED]

**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 [REDACTED], and (b) Contractor shall cause any subcontractor to maintain ANI domestic Suppliers and Transporters insurance in amounts no less than [REDACTED]. 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 [REDACTED] 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 [REDACTED]. 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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



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.

EXHIBIT A
FORM OF SPENT NUCLEAR FUEL PURCHASE AND SALE AGREEMENT

SPENT NUCLEAR FUEL PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

DUKE ENERGY FLORIDA, LLC, as SELLER

AND

ADP SF1, LLC, as BUYER

Dated as of [•]

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), [REDACTED]

“Agreement” means this Spent Nuclear Fuel Purchase and Sale Agreement, together with the Schedules attached hereto, each of which is incorporated herein in its entirety by this 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 to the Decommissioning Agreement 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 Parent Guaranties, the Pledge Agreement, the Parent Support Agreements, the Fourth Amendment to Amended and Restated NDF Agreement, the Contractor’s Provisional Trust Agreement, [REDACTED] 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.

“Assets” has the meaning set forth in Section 2.1.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement between Seller and Buyer in the form attached to the Decommissioning Agreement as Exhibit J, whereby Seller shall assign and Buyer shall assume the Assets and the Assumed Liabilities, as applicable.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

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

“Bill of Sale” means the Bill of Sale, in the form attached to the Decommissioning Agreement as Appendix K, whereby Seller shall transfer and Buyer shall acquire certain of the Assets, as applicable.

“Encumbrances” means any charges, claims, mortgages, pledges, liens, security interests, equitable interests, options, conditional and installment sale agreements, conservation easement, deed restrictions, easement, encroachment, right-of-ways, right of first refusal or encumbrances and charges of any kind.

“Energy Reorganization Act” means the Energy Reorganization Act of 1974 (42 U.S.C. Section 5801 et seq.), as amended.

“Environment” means all soil, real property, air, water (including surface waters, streams, ponds, drainage basins and wetlands), groundwater, water body sediments, drinking water supply, stream sediments or land, including land surface or subsurface strata, including all fish, plant, wildlife, and other biota and any other environmental medium or natural resource.

“Environmental Laws” means all Laws regarding pollution or protection of the Environment or human health (as it relates to exposure to Hazardous Substances), the conservation and management of natural resources and wildlife, including Laws relating to the manufacture, processing, distribution, use, treatment, storage, release, transport, disposal or handling of Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. 2601, *et seq.*; the Clean Air Act, 42 U.S.C. 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*; and the Emergency Planning & Community Right-to-Know Act, 42 U.S.C. 11001 *et seq.*, but not including Nuclear Laws.

“Excluded Assets” has the meanings set forth in Section 2.2.

“Excluded Facilities” means the facilities on the Crystal River Site (and the real property upon which the same are located) that are not related to the CR-3 Facility, including the switchyard, operating and non-operating fossil fuel-fired (coal, natural gas) power generation facilities cooling towers, coal delivery and storage areas, ash storage area, office buildings, warehouses, barge handling docks, railroad, and the other buildings or facilities that are not to be Decommissioned hereunder as identified in Attachment 1 to the Decommissioning Agreement.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Federal Trade Commission Act” means the Federal Trade Commission Act of 1914 (15 U.S.C. Section 41 et seq.), as amended.

“First Amendment to DSA” means the amendment to the Decommissioning Agreement to be entered into by Buyer and Seller on or before the Closing Date, whereby the Parties agree to amend the Decommissioning Agreement by attaching the mutually agreed exhibits and attachments to be finalized between the Contract Date and the Closing Date, as further described in the Decommissioning Agreement.

2.3.6 from the Closing Date until the date on which the last of the ISFSI Only Interim End-State Conditions are achieved, all Liabilities for the insurance premiums due for the NEIL property damage insurance policy relating to the CR-3 Facility attributable for the ISFSI (based on the insurance premium for coverage of the ISFSI as shown on the applicable NEIL endorsement), and from and after the date on which the last of the ISFSI Only Interim End-State Conditions are achieved until the date on which the last of the End-State Conditions are achieved, all Liabilities to pay [REDACTED] of the insurance premiums due for the ANI nuclear liability insurance policy and NEIL property damage insurance policy relating to the CR-3 Facility;

2.3.7 any Liabilities of Buyer to the extent arising from the execution delivery or performance of this Agreement and the transactions contemplated hereby; and

2.3.8 all other Liabilities related to the Assets expressly allocated to or assumed by Buyer in this Agreement, pursuant to the Decommissioning Agreement or pursuant to any of the Ancillary Agreements.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed to impose on Buyer, and Buyer shall not assume or be obligated to pay, perform or otherwise discharge, the following Liabilities of Seller (the “Excluded Liabilities”):

2.4.1 any Liabilities in respect of any Excluded Assets;

2.4.2 any Liabilities for Taxes attributable to the ownership, possession, operation, maintenance or use of the ISFSI Assets, the CR-3 Spent Nuclear Fuel and HLW for taxable periods, or portions thereof, ending prior to the Closing Date, including fifty percent (50%) of any Transfer Taxes;

2.4.3 any Liabilities for Taxes attributable to the ownership, possession, operation, maintenance or use of the CR-3 Facility (excluding the ISFSI Assets) or the Crystal River Site, including the NRC-Licensed Site but excluding the ISFSI Assets, and income Taxes imposed on Seller arising from the transactions contemplated by this Agreement;

2.4.4 any Liabilities for payment of the one-time fee to be paid as contemplated under Article VIII.A.3 of the Spent Fuel Disposal Contract;

2.4.5 (a) any Liabilities for any insurance premiums under the ANI nuclear liability insurance policy and NEIL property damage insurance policy relating to the CR-3 Facility for the period prior to the Closing Date; and (b) 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, all Liabilities for the insurance premiums due for the NEIL property damage insurance policy relating to the CR-3 Facility that are not Assumed Liabilities (based on the applicable NEIL endorsement), and any Liabilities for insurance premiums under the ANI nuclear liability insurance policy;

2.4.6 any Liabilities of Seller to the extent arising from the execution, delivery or performance of this Agreement and the transactions contemplated hereby;

Execution Copy

EXHIBIT B-1

FORM OF PARENT GUARANTY (NORTHSTAR)

PARENT GUARANTY

THIS GUARANTY is given this __ day of _____, 20__ by NorthStar Group Services, Inc., a Delaware corporation (“**Guarantor**”), for the benefit of Duke Energy Florida, LLC, a Florida limited liability company (“**Company**”).

WITNESSETH:

WHEREAS, Company 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;

WHEREAS, Company, ADP CR3, LLC, a Delaware limited liability company (“**Contractor**”), and ADP SF1 LLC, a Delaware limited liability company (“**Buyer**”), have entered into the Decommissioning Services Agreement dated as of May __, 2019 (the “**Decommissioning Agreement**”), whereby Company has engaged Contractor and Buyer 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.

WHEREAS, in connection with the transactions as contemplated under the Decommissioning Agreement, Company and Buyer are parties to that certain Spent Nuclear Fuel Purchase and Sale Agreement dated as of the date hereof (the “**SNF PSA**”), whereby Buyer has purchased and acquired the Spent Nuclear Fuel, storage canisters, HLW, including Greater Than Class C waste from the CR-3 Facility as currently stored on the ISFSI, or otherwise located at the CR-3 Facility and to be stored on the ISFSI, together with certain associated liabilities and obligations. Unless otherwise defined herein, capitalized terms used in this Guaranty shall have the meanings ascribed to such terms in the Decommissioning Agreement or the SNF PSA.

WHEREAS, each of Contractor and Buyer is an indirect subsidiary of Guarantor, and Guarantor will receive direct or indirect benefits from the Decommissioning Agreement, the SNF PSA, and the Ancillary Agreements.

WHEREAS, Guarantor’s execution and delivery of this Guaranty, and the execution and delivery of a guaranty (the “**Other Parent Guaranty**”) by Orano USA LLC, a Delaware limited liability company (the “**Other Parent Guarantor**”), is a material condition to Company’s willingness to consummate the transactions as contemplated in the Decommissioning Agreement, the SNF PSA and the Ancillary Agreements.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **GUARANTEE**. Guarantor, as an obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to Company the full payment and performance when due of all of the obligations of Contractor and Buyer arising under the Decommissioning Agreement, the SNF PSA, the Pledge Agreement, the Parent Support Agreements, [REDACTED], the Amended and Restated LLC Agreement and the SNF Services Agreement, as amended or modified from time to time, including without limitation with respect to the Decommissioning of the CR-3 Facility and the NRC-Licensed Site (collectively, the “**Obligations**”). Guarantor agrees that if for any reason Contractor or Buyer shall fail to pay or perform any of such Obligations when due, Guarantor will (a) make any payment within thirty (30) days of having received from Company written notice of the failure to pay and a demand for payment, such payment being the same as would have been received by Company had such amount been duly paid by Contractor or Buyer in accordance with the terms of the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement; or (b) upon receipt of written notice of failure to perform and a demand by Company, perform or cause to be performed any Obligation in accordance with Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement. Guarantor and Company acknowledge and agree that Guarantor and the Other Parent Guarantor, respectively, are severally (and not jointly) liable for the Obligations in accordance with the terms and conditions of this Guaranty (subject to the limitations of Article 4 hereof) and the Other Parent Guaranty (subject to the limitations of Article 4 thereof).

2. **UNCONDITIONAL OBLIGATION**. This is a guarantee of payment and performance and not of collection. The liability of Guarantor under this Guaranty is direct, irrevocable and not conditional or contingent upon the pursuit of any remedies against Contractor, Buyer, the Other Parent Guarantor, or any other person or entity, nor upon any other recourse available to Company, its successors, endorsees, transferees, or assigns; provided that the liability of Guarantor is subject to the limitations of Article 4 hereof. Guarantor 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, the Other Parent Guarantor, or any other person or entity as a condition to proceeding against Guarantor.

3. **ABSOLUTE OBLIGATION**. The obligations of Guarantor under this Guaranty are absolute and without regard to lack of power or authority of Contractor or Buyer to enter into the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. Guarantor agrees that Company and Contractor or Buyer may modify or amend the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement and that Company may delay or extend the date on which any guaranteed Obligation must be paid or performed, or release Contractor or Buyer from any guaranteed Obligation or waive any right thereunder, all without notice to or further assent by Guarantor, which shall remain bound by this Guaranty, notwithstanding any such act by Company. The obligations of Guarantor under this Guaranty shall not be affected, reduced, or impaired upon the happening of any of the following events:

Execution Copy

EXHIBIT B-2

FORM OF PARENT GUARANTY (NORTHSTAR)

PARENT GUARANTY

THIS GUARANTY is given this ___ day of _____, 20__ by Orano USA LLC, a Delaware limited liability company (“**Guarantor**”), for the benefit of Duke Energy Florida, LLC, a Florida limited liability company (“**Company**”).

WITNESSETH:

WHEREAS, Company 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;

WHEREAS, Company, ADP CR3, LLC, a Delaware limited liability company (“**Contractor**”), and ADP SF1 LLC, a Delaware limited liability company (“**Buyer**”), have entered into the Decommissioning Services Agreement dated as of May __, 2019 (the “**Decommissioning Agreement**”), whereby Company has engaged Contractor and Buyer 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.

WHEREAS, in connection with the transactions as contemplated under the Decommissioning Agreement, Company and Buyer are parties to that certain Spent Nuclear Fuel Purchase and Sale Agreement dated as of the date hereof (the “**SNF PSA**”), whereby Buyer has purchased and acquired the Spent Nuclear Fuel, storage canisters, HLW, including Greater Than Class C waste from the CR-3 Facility as currently stored on the ISFSI, or otherwise located at the CR-3 Facility and to be stored on the ISFSI, together with certain associated liabilities and obligations. Unless otherwise defined herein, capitalized terms used in this Guaranty shall have the meanings ascribed to such terms in the Decommissioning Agreement or the SNF PSA.

WHEREAS, each of Contractor and Buyer is an indirect subsidiary of Guarantor, and Guarantor will receive direct or indirect benefits from the Decommissioning Agreement, the SNF PSA, and the Ancillary Agreements.

WHEREAS, Guarantor’s execution and delivery of this Guaranty, and the execution and delivery of a guaranty (the “**Other Parent Guaranty**”) by Northstar Group Services, Inc., a Delaware limited liability company (the “**Other Parent Guarantor**”), is a material condition to Company’s willingness to consummate the transactions as contemplated in the Decommissioning Agreement, the SNF PSA and the Ancillary Agreements.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **GUARANTEE**. Guarantor, as an obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to Company the full payment and performance when due of all of the obligations of Contractor and Buyer arising under the Decommissioning Agreement, the SNF PSA, the Pledge Agreement, the Parent Support Agreements, [REDACTED], [REDACTED], the Amended and Restated LLC Agreement and the SNF Services Agreement, as amended or modified from time to time, including without limitation with respect to the Decommissioning of the CR-3 Facility and the NRC-Licensed Site (collectively, the “**Obligations**”). Guarantor agrees that if for any reason Contractor or Buyer shall fail to pay or perform any of such Obligations when due, Guarantor will (a) make any payment within thirty (30) days of having received from Company written notice of the failure to pay and a demand for payment, such payment being the same as would have been received by Company had such amount been duly paid by Contractor or Buyer in accordance with the terms of the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement; or (b) upon receipt of written notice of failure to perform and a demand by Company, perform or cause to be performed any Obligation in accordance with Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement. Guarantor and Company acknowledge and agree that Guarantor and the Other Parent Guarantor, respectively, are severally (and not jointly) liable for the Obligations in accordance with the terms and conditions of this Guaranty (subject to the limitations of Article 4 hereof) and the Other Parent Guaranty (subject to the limitations of Article 4 thereof).

2. **UNCONDITIONAL OBLIGATION**. This is a guarantee of payment and performance and not of collection. The liability of Guarantor under this Guaranty is direct, irrevocable and not conditional or contingent upon the pursuit of any remedies against Contractor, Buyer, the Other Parent Guarantor, or any other person or entity, nor upon any other recourse available to Company, its successors, endorsees, transferees, or assigns; provided that the liability of Guarantor is subject to the limitations of Article 4 hereof. Guarantor 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, the Other Parent Guarantor, or any other person or entity as a condition to proceeding against Guarantor.

3. **ABSOLUTE OBLIGATION**. The obligations of Guarantor under this Guaranty are absolute and without regard to lack of power or authority of Contractor or Buyer to enter into the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor: Guarantor agrees that Company and Contractor or Buyer may modify or amend the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement and that Company may delay or extend the date on which any guaranteed Obligation must be paid or performed, or release Contractor or Buyer from any guaranteed Obligation or waive any right thereunder, all without notice to or further assent by Guarantor, which shall remain bound by this Guaranty, notwithstanding any such act by Company. The obligations of Guarantor under this Guaranty shall not be affected, reduced, or impaired upon the happening of any of the following events:

EXHIBIT C

FORM OF

SNF SERVICES AGREEMENT

BY AND BETWEEN

ADP CR3, LLC, as CONTRACTOR

AND

ADP SF1, LLC, as BUYER

Dated as of [•]

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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) [REDACTED]

(b) [REDACTED]

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

[REDACTED]

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 G

FORM OF CONTRACTOR'S PROVISIONAL TRUST AGREEMENT

ADP CR3, LLC

CR-3 PROVISIONAL TRUST AGREEMENT

FOR

CRYSTAL RIVER 3 NUCLEAR POWER STATION

CR-3 PROVISIONAL TRUST AGREEMENT

CR-3 PROVISIONAL TRUST AGREEMENT made as of this ____ day of _____, 20 __, by and between ADP CR3, LLC, a Delaware limited liability company (“**ADP CR3**”) and [_____] (the “**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 on the Crystal River Energy Complex site;

WHEREAS, the Crystal River 3 nuclear power station has been permanently shut down and is currently in SAFSTOR;

WHEREAS, pursuant to that certain Decommissioning Services Agreement dated as of the ____ day of _____, 2019, as amended from time to time (the “**Decommissioning Agreement**”), by and among DEF as Company, ADP CR3 as Contractor, and ADP SF1, LLC, a Delaware limited liability company and an affiliate of Contractor as Buyer, DEF has engaged ADP CR3 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, in exchange for [REDACTED] for these services;

WHEREAS, ADP CR3 is licensed to possess, use, maintain and decommission the CR-3 Facility;

WHEREAS, ADP SF1, LLC is the owner of the independent spent fuel storage installation (the “ISFSI”) at the CR-3 Facility and the spent nuclear fuel and waste stored or to be stored at the ISFSI;

WHEREAS, ADP CR3, pursuant to the Decommissioning Agreement, wishes to establish the Provisional Trust to receive funds in connection with the Decommissioning Agreement;

WHEREAS, [_____] is willing to serve as Trustee of the Provisional Trust on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustee hereby agrees to accept Trust Contributions to the Provisional Trust delivered to it from time to time by or on behalf of ADP CR3:

TO HAVE AND TO HOLD such Trust Contributions;

TO INVEST AND REINVEST the same as provided herein;

(t) “**Contribution**” means any contribution, cash or otherwise, made to the Trustee for deposit in the Provisional Trust as provided in this Agreement.

(u) “**Country Risk Events**” has the meaning given in Section 6.07.

(v) “**Customer-Related Data**” has the meaning given in Section 6.15.

(w) “**Data Providers**” has the meaning given in Section 6.13.

(x) “**Data Terms Website**” has the meaning given in Section 6.13.

(y) “**Decommissioning Agreement**” has the meaning given in the Recitals of this Agreement.

(z) “**Decommissioning Certificate**” means a document properly completed and executed by an Authorized Representative of ADP CR3 and substantially in the form of Exhibit A, as it may from time to time be amended.

(aa) “**Depository**” has the meaning given in Section 6.10.

(bb)



(cc) “**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.

(dd) “**DEF**” has the meaning given in the Recitals of this Agreement.

(ee) “**Effective Date**” means the date of this Agreement as shown on the first page hereof.

(ff) “**Environment**” means all soil, real property, air, water (including surface waters, streams, ponds, drainage basins and wetlands), groundwater, water body sediments, drinking water supply, stream sediments or land, including land surface or subsurface strata, including all fish, plant, wildlife, and other biota and any other environmental medium or natural resource.

(gg) “**Environmental Laws**” means all Applicable Laws, other than Nuclear Laws, relating to pollution, the protection, restoration or remediation of or prevention of harm to the Environment or natural resources, or the protection of human health and safety from the

(mm) **“Health and Safety Laws”** means any Applicable Laws pertaining to safety and health in the workplace, including the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., and the Toxic Substances Control Act, 15 U.S.C. 2601, et seq.

(nn) **“High Level Waste” or “HLW”** means: (a) the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in sufficient concentrations; and (b) other highly radioactive material that the NRC, consistent with existing Applicable Law, determines by rule requires permanent isolation, including Greater Than Class C Waste.

(oo) **“High Level Waste Repository”** means a facility which is designed, constructed and operated by or on behalf of the Department of Energy for the storage and disposal of Spent Nuclear Fuel in accordance with the requirements set forth in the Nuclear Waste Policy Act of 1982, as amended.

(pp) **“Investment Account”** has the meaning given in Section 8.01(b).

(qq) **“Investment Manager”** has the meaning given in Section 8.01(a).

(rr) **“IOI Decommissioning Subaccount”** means a formally separate and segregated custodial subaccount within the NDF, the assets of which are not commingled with any of the other assets of the NDF, which is created and maintained solely for the purpose of funding the compensation to be paid to Contractor for Decommissioning the CR-3 Facility (not including costs for 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 achieving the ISFSI-Only Interim End-State Conditions.

(ss) **“IOI Disbursement”** means a withdrawal from the IOI Decommissioning Subaccount used to compensate Contractor for Decommissioning the CR-3 Facility (not including costs for 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), including achieving the ISFSI-Only Interim End-State Conditions, in accordance with this Agreement.

(tt) **“IOI Disbursement Certificate”** means a request submitted by Contractor for DEF to instruct the Trustee to make a disbursement from the IOI Decommissioning Subaccount to Contractor once each month for [REDACTED] or portions thereof completed in the prior month.

(uu) **“ISFSI”** means the existing dry spent fuel storage installation on the Crystal River Site where the Spent Nuclear Fuel and HLW from the CR-3 Facility is located and stored, and the ancillary facilities related thereto, but excluding the Spent Nuclear Fuel and High Level Waste stored thereon, and excluding the storage canisters that will be shipped together with the Spent Nuclear Fuel and the HLW when it is removed from the ISFSI and the NRC-Licensed Site.

(lll) “**Order**” means any order relating to Decommissioning issued by a Governmental Authority and applicable to the CR-3 Facility.

(mmm) [REDACTED]

(nnn) [REDACTED]

(ooo) “**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.

(ppp) “**PLTA**” means the partial License Termination application to be submitted to the NRC in order to obtain the release of the NRC-Licensed Site, other than the ISFSI Site, from NRC jurisdiction for unrestricted use pursuant to 10 C.F.R. § 20.1402, and achieve the ISFSI-Only Interim End-State Conditions.

(qqq) “**Pre-Closing Decommissioning Services Contract**” means one or more services agreements between Contractor and DEF for Contractor’s performance of Decommissioning planning activities and such other activities as stated therein, prior to the Closing Date.

(rrr) “**Regulation**” means any requirement having the force of law which is binding on ADP CR3.

(sss) “**Release**” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Substance or Nuclear Material into the Environment or within any building, structure, facility or fixture; provided, however, that Release shall not include any release that is permissible under applicable Environmental Laws or any Permit.

(ttt) “**Remediation**” means action of any kind required by any Applicable Law or order of a Governmental Authority to address a Release, the threat of a Release or the presence of Hazardous Substances, including any or all of the following activities:

(a) monitoring, investigation, assessment, treatment, cleanup, containment, removal, mitigation, response or restoration work; (b) obtaining any permits, consents, approvals or authorizations of any Governmental Authority necessary to conduct any such activity; (c) preparing and implementing any plans or studies for any such activity; (d) obtaining a written notice from a Governmental Authority with jurisdiction under Environmental Laws that no material additional work is required by such Governmental Authority; (e) the use, implementation, application, installation, operation or maintenance of remedial action, remedial technologies applied to the surface or subsurface soils, excavation and treatment or disposal of soils, systems for long term treatment of surface water or ground water, engineering controls or institutional controls; and

ARTICLE 3

CONTRIBUTIONS

3.01 Trust Contributions. Pursuant to the terms of the Decommissioning Agreement, certain funds and [REDACTED] will be contributed by or on behalf of ADP CR3 to the Provisional Trust (“*Trust Contributions*”).

(a) Trust Contributions attributable to an IOI Disbursement Certificate shall be maintained in a segregated subaccount (“*Provisional Milestone Subaccount*”) and shall not be commingled with other amounts pending disbursement pursuant to Section 4.01.

(b) Trust Contributions attributable to a deposit of Twenty Million Dollars (\$20,000,000) by ADP CR3 shall be maintained in a segregated subaccount (“*Provisional IOI Subaccount*”) and shall not be commingled with other amounts pending disbursement pursuant to Section 4.01.

(c) Any earnings generated from the Provisional IOI Subaccount shall be transferred to and maintained in the Provisional Milestone Subaccount.

(d) [REDACTED]

3.02 Pooling and Allocation of Net Income. The Trustee may pool the assets of the Provisional Trust for investment purposes in accordance with the Written Instructions of ADP CR3, subject to the limitations on investments contained in Article 8. Net income shall be allocated on a *pro rata* basis, based upon the relative proportion of assets pooled. The Trustee shall be entitled to presume, and not be responsible for determining, that any Written Instructions from ADP CR3 comply with the limitations on investments contained in Article 8. The Trustee may also rely upon the written opinion of legal counsel of ADP CR3, who may be an employee of ADP CR3, with respect to any question arising under this Section 3.02.

3.03 Investment Restriction. Except for investments tied to market indexes or other non-nuclear sector collective, commingled or mutual funds, the assets of the Provisional Trust shall not be invested in: (1) the securities or other obligations of ADP CR3, or any affiliates thereof, or their successors or assigns; and (2) the securities or other obligations of any entity owning or operating one or more nuclear power plants. A non-nuclear sector collective, commingled or mutual fund is one in which less than 50 percent of the fund is invested in the securities of entities that own or operate a nuclear power plant or that are parent companies of subsidiaries that own or operate a nuclear power plant.

ARTICLE 4

DISBURSEMENTS

4.01 Disbursement. The Trustee shall make payments out of assets of the Provisional Milestone Subaccount or the Provisional IOI Subaccount, as applicable, upon presentation to the Trustee of a Decommissioning Certificate by ADP CR3 instructing the Trustee to disburse amounts in the Provisional Trust in a manner designated in such Decommissioning Certificate.

(a) Once the aggregate amount of funds ([REDACTED]) held in the Provisional Trust exceeds Fifty Million Dollars (\$50,000,000), ADP CR3 shall have the right to receive disbursements from the Provisional Milestone Subaccount; provided, that the aggregate of the amounts held in the Provisional Trust following any such disbursement in accordance with this Section 4.01 shall be no less than Fifty Million Dollars (\$50,000,000); provided, further, that the Provisional Milestone Subaccount shall be terminated and all of the funds therein shall be disbursed to ADP CR3 (or as ADP CR3 directs) following ADP CR3's completion of Milestone One (as evidenced by written notification of that fact to the Trustee by an Authorized Representative of ADP CR3).

(b) Following the completion of Milestone One and the closing of the Provisional Milestone Subaccount, ADP CR3 shall have the right to receive disbursements from the Provisional IOI Subaccount; provided, that the amount held in the Provisional IOI Subaccount following any such disbursement in accordance with this Section 4.01 shall be no less than Twenty Million Dollars (\$20,000,000); provided, further, that the Provisional IOI Subaccount shall be terminated and all of the funds therein shall be disbursed to ADP CR3 (or as ADP CR3 directs) once all of the ISFSI-Only Interim End-State Conditions are achieved (as evidenced by written notification of that fact to the Trustee by an Authorized Representative of ADP CR3).

(c) If at any time the membership interests of ADP CR3 shall have been acquired by DEF or its designee pursuant to the terms of that certain Pledge Agreement, by Accelerated Decommissioning Partners, LLC, in favor of DEF, dated as of the same date as this Agreement, or if DEF consents in writing, then disbursements shall be authorized upon presentation of a Decommissioning Certificate to pay for any cost necessary to achieve the ISFSI-Only Interim End State Conditions.

(d) If the assets of the Provisional Trust are insufficient to permit the payment in full of amounts to be paid pursuant to a Decommissioning Certificate, the Trustee shall have no liability with respect to such insufficiency and no obligation to use its own funds to pay the same.

4.02 Fees. The Trustee shall receive as exclusive compensation for its services such amounts as may from time to time be agreed to by the Trustee and ADP CR3.

4.03 Liquidation of Investments. At the direction of ADP CR3 or its Investment Manager pursuant to Authorized Instructions, the Trustee shall sell or liquidate such investments

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 233-238 of 597:

Exhibit I

**REDACTED IN
ENTIRETY**

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 239-240 of 597:

Attachment 1 to Exhibit I

**REDACTED IN
ENTIRETY**

EXHIBIT M

FORM OF ISFSI DECOMMISSIONING TRUST AGREEMENT

ADP SF1, LLC

CR-3 ISFSI DECOMMISSIONING TRUST AGREEMENT

FOR

CRYSTAL RIVER 3 NUCLEAR POWER STATION

CR-3 ISFSI DECOMMISSIONING TRUST AGREEMENT

CR-3 ISFSI DECOMMISSIONING TRUST AGREEMENT made as of this ___ day of _____, 20___, by and between ADP SF1, LLC, a Delaware limited liability company (“*SF1*”) and [_____] (the “*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 on the Crystal River Energy Complex site;

WHEREAS, the Crystal River 3 nuclear power station has been permanently shut down and is currently in SAFSTOR;

WHEREAS, pursuant to that certain Decommissioning Services Agreement dated as of the ___ day of _____, 2019, as amended from time to time (the “*Decommissioning Agreement*”), by and among DEF as Company, SF1 as Buyer, and ADP CR3, LLC, a Delaware limited liability company and an affiliate of SF1 as Contractor (“*Contractor*”), DEF has engaged Contractor and its Affiliates 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, in exchange for [REDACTED] for these services;

WHEREAS, Contractor is licensed to possess, use, maintain and decommission the CR-3 Facility, including the independent spent fuel storage installation at the CR-3 Facility (the “*ISFSI*”);

WHEREAS, SF1 is the owner of the ISFSI and the spent nuclear fuel and waste stored or to be stored at the ISFSI, and as such, SF1 is responsible for paying the costs incurred by Contractor in maintaining and ultimately decommissioning the ISFSI;

WHEREAS, SF1, pursuant to the Decommissioning Agreement, wishes to establish the ISFSI Decommissioning Trust to hold funds for the purposes of providing financial assurance to Company under the Decommissioning Agreement;

WHEREAS, [_____] is willing to serve as Trustee of the ISFSI Decommissioning Trust on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustee hereby agrees to accept Trust Contributions to the Trust delivered to it from time to time by or on behalf of SF1:

TO HAVE AND TO HOLD such Trust Contributions;

TO INVEST AND REINVEST the same as provided herein;

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 332-333 of 597

Attachment 2

**REDACTED IN
ENTIRETY**

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 335-337 of 597:

Attachment 7

**REDACTED IN
ENTIRETY**

ATTACHMENT 9

REPORTING AND NOTIFICATION REQUIREMENTS

A. Contractor will give Company timely notification of the following within 24 hours of the event so as to allow Company to be prepared prior to the information becoming public and to take necessary actions:

- Regulatory notification (reportable event) or correspondence from any Governmental Authority (*e.g.*, NRC, OSHA, FDEP, EPA) proposing, making any determination, or assessing any proposed violation, enforcement conferences, violation, order, finding, fine, or penalty for either D&D activities or ISFSI operations
- Any event or situation, related to the health and safety of the public or onsite personnel, or protection of the environment, for which a news release is planned (which news release shall in any event be subject to the provisions of Section 12.3 of the Agreement) or notification to other government agencies has been or will be made; such an event may include an onsite fatality or inadvertent release of radioactively contaminated materials
- Any proposed organizational changes in equity ownership of NorthStar Group Holdings or ORANO (written summary report)
- Any breach of debt covenants, default acceleration, insolvency, reorganization, bankruptcy or liquidation of NorthStar Group Holdings or ORANO

B. Quarterly Information – Face to face meeting

- Summary of items in A, above.
- [REDACTED] dispute summary.
- Items whereby Contractor is in contract non-compliance.
- Concerns needing management attention.
- Contractor shall present the following project information to Company
 - i. Submitted and pending regulatory submittals
 - ii. Completed and near-term schedule milestones
 - iii. Updated schedule including completed and remaining activities
- The material above shall be provided to Company at least two weeks prior to the scheduled meeting. The meeting shall be scheduled for a duration of 4 hours (other than the annual meeting, which is credited as a quarterly meeting) including ample time for a question and answer session.

REDACTED

C. Annual Information and activities

- Summary of items in A and B, above.
- On or before March 31 of each calendar year following the close of the proposed transaction, Contractor shall provide to Company the following disclosures and reports covering the prior calendar year (or specified 12-month period):
 - i. An assessment of Project Schedule performance and future projections with respect thereto.
 - ii. An assessment of [REDACTED] performance and future projections with respect thereto
 - iii. This annual requirement shall continue until Contractor completes the last of the ISFSI-Only Interim End-State Conditions.
- This information will be reviewed and discussed during the second-quarter meeting each calendar year in addition to the normal quarterly information. The meeting shall be scheduled for a duration of 8 hours including ample time for a question and answer session.

D. Spent fuel and GTCC waste transfer to an off-site storage facility

- If Contractor decides to transfer the spent fuel and GTCC waste away from the CR-3 Facility and the ISFSI Site, including DOE pickup, Contractor shall provide the following information in writing to Company:
 - i. The plan and schedule for the transfer
 - ii. The project risk matrix including mitigation and contingency plans
 - iii. The vendors selected to perform the work
 - iv. The transportation route selected
 - v. A summary of readiness evaluations planned and completed including canister removal, transporting to transportation vehicle, canister loading and transportation
 - vi. These items shall become part of the quarterly meeting agenda once Contractor decides to transfer the fuel and GTCC waste away from the ISFSI Site

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 530-537 of 597

Attachment 15

**REDACTED IN
ENTIRETY**

ATTACHMENT 17

**COMPANY'S REQUIRED REGULATORY APPROVALS;
CONTRACTOR'S REQUIRED REGULATORY APPROVALS**

1) Company's Required Regulatory Approvals

- a) Approval of the Nuclear Regulatory Commission of the transfer of the NRC License, authorizing possession and maintenance, including Decommissioning, of the NRC-Licensed Site, from Company to Contractor
- b) Issuance of a private letter ruling by the Internal Revenue Service [REDACTED] reasonably acceptable to Company
- c) Florida Public Service Commission approval of the transactions as contemplated by the Agreement, the SNF PSA and the Ancillary Agreements

2) Contractor's Required Regulatory Approvals

- a) Approval of the Nuclear Regulatory Commission of the transfer of the NRC License, authorizing possession and maintenance, including Decommissioning, of the NRC-Licensed Site, from Company to Contractor

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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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 [REDACTED]
- 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

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- Attachment 1 Project Specifications
- Attachment 2 Project Schedule
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- 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

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:

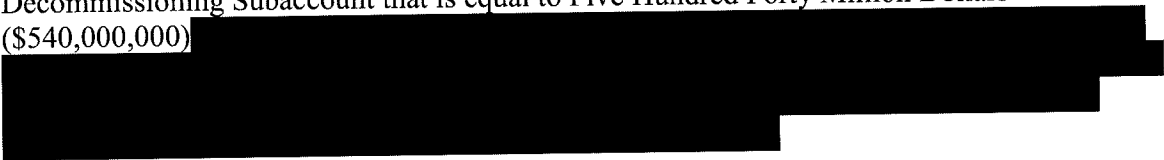
**ARTICLE 1
DEFINITIONS; INTERPRETATION; EFFECTIVENESS**

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)



“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, [REDACTED] 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

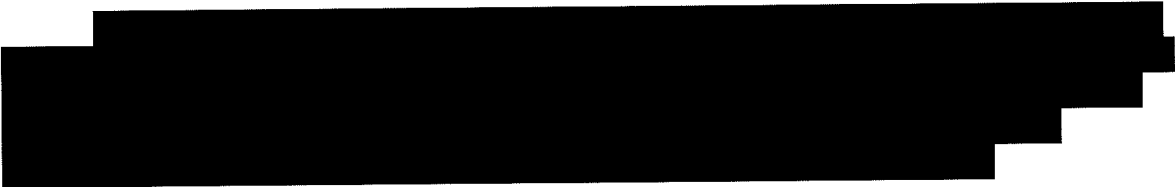
accordance with applicable Laws; and (e) any planning and administration activities incidental thereto.

“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.



“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 [REDACTED], 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.

[REDACTED]

“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.

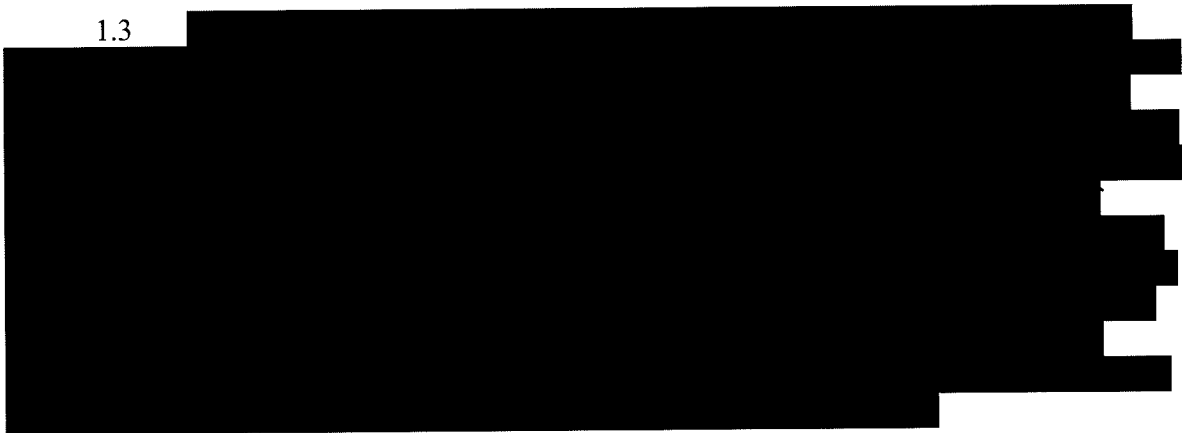
(f) All references herein to any Law or to any contract or other agreement shall be to such Law, contract or other agreement as amended, supplemented or modified from time to time unless otherwise specifically provided herein.

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



**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; [REDACTED]

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. [REDACTED]

[REDACTED] 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 [REDACTED]



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.

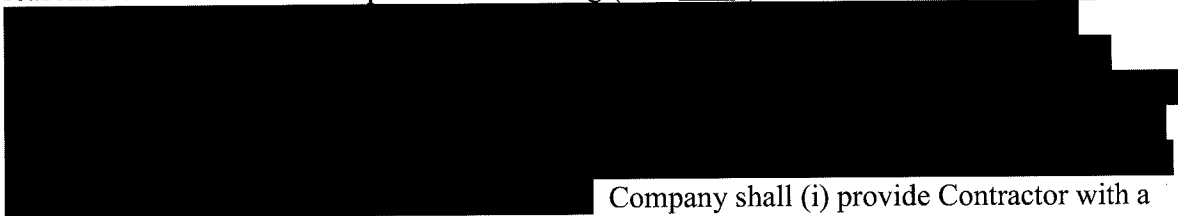
3.11 Taxes.

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



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.

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 [REDACTED] 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 [REDACTED]

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 [REDACTED] 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 [REDACTED] 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.

[REDACTED]

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 [REDACTED] 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 [REDACTED] [REDACTED] 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.

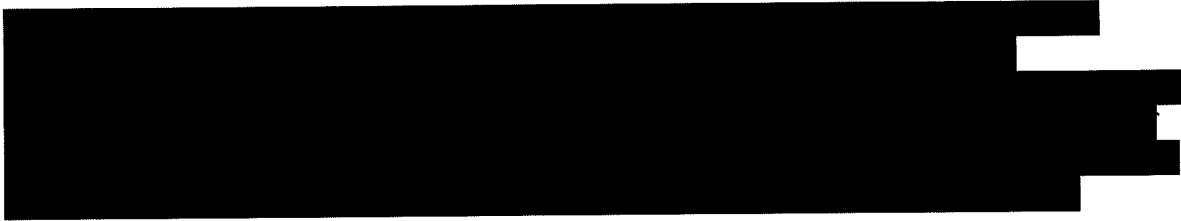
8.8 Post-Closing - Further Assurances. Subject to the terms and conditions of this Agreement, each of the Parties will use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to facilitate 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 [REDACTED], 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; [REDACTED] As compensation for completion of the Decommissioning and performance of its obligations hereunder [REDACTED]



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 is 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, [REDACTED] 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 [REDACTED] 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 [REDACTED]

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

[REDACTED]

(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 [REDACTED], Company shall be entitled to reduce the payment made under any subsequent IOI Disbursement Certificate by the amount in dispute that exceeds [REDACTED], 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 [REDACTED].

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 [REDACTED] 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 [REDACTED]

9.9 Audit Rights.

9.9.1 Company shall have the right to audit the [REDACTED] 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 [REDACTED] 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 [REDACTED] for progress achieved on any [REDACTED], 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 [REDACTED] 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 [REDACTED] 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 [REDACTED]. 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 [REDACTED] 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.

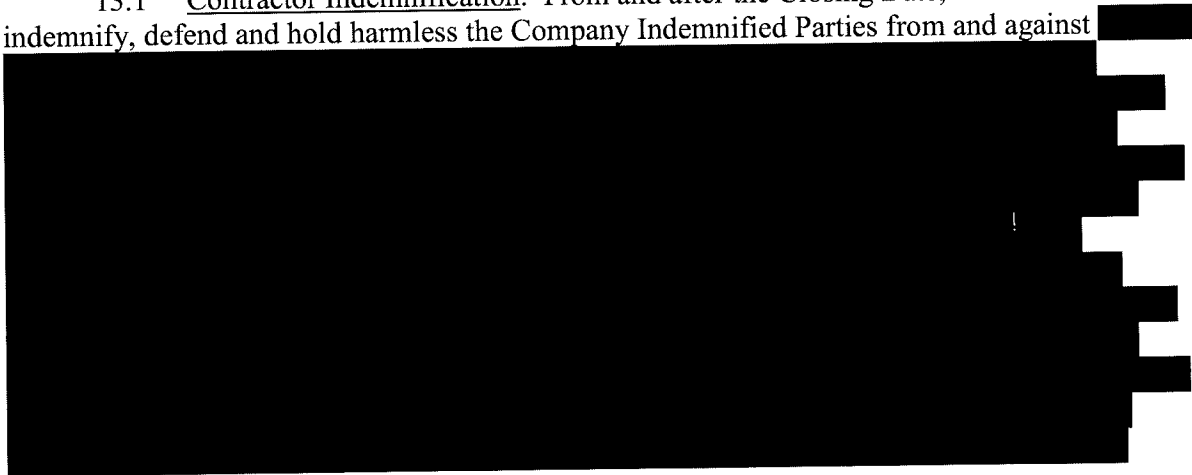
11.3 Duty to Mitigate. Contractor shall act diligently to mitigate the effects of any Schedule Extension Condition and to minimize the incremental costs or delays to the Project Schedule resulting from the occurrence of an event or circumstance as described in Section 11.2. Among other things: (a) in 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



13.2 Company Indemnification. From and after the Closing Date, Company shall indemnify, defend and hold harmless the Contractor Indemnified Parties from and against

[REDACTED]

**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 [REDACTED], and (b) Contractor shall cause any subcontractor to maintain ANI domestic Suppliers and Transporters insurance in amounts no less than [REDACTED]. 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 [REDACTED] 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 [REDACTED]. 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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



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.

EXHIBIT A

FORM OF SPENT NUCLEAR FUEL PURCHASE AND SALE AGREEMENT

SPENT NUCLEAR FUEL PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

DUKE ENERGY FLORIDA, LLC, as SELLER

AND

ADP SF1, LLC, as BUYER

Dated as of [•]

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), [REDACTED]

“Agreement” means this Spent Nuclear Fuel Purchase and Sale Agreement, together with the Schedules attached hereto, each of which is incorporated herein in its entirety by this 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 to the Decommissioning Agreement 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 Parent Guaranties, the Pledge Agreement, the Parent Support Agreements, the Fourth Amendment to Amended and Restated NDF Agreement, the Contractor’s Provisional Trust Agreement, [REDACTED] 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.

“Assets” has the meaning set forth in Section 2.1.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement between Seller and Buyer in the form attached to the Decommissioning Agreement as Exhibit J, whereby Seller shall assign and Buyer shall assume the Assets and the Assumed Liabilities, as applicable.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

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

“Bill of Sale” means the Bill of Sale, in the form attached to the Decommissioning Agreement as Appendix K, whereby Seller shall transfer and Buyer shall acquire certain of the Assets, as applicable.

[REDACTED]

“Encumbrances” means any charges, claims, mortgages, pledges, liens, security interests, equitable interests, options, conditional and installment sale agreements, conservation easement, deed restrictions, easement, encroachment, right-of-ways, right of first refusal or encumbrances and charges of any kind.

“Energy Reorganization Act” means the Energy Reorganization Act of 1974 (42 U.S.C. Section 5801 et seq.), as amended.

“Environment” means all soil, real property, air, water (including surface waters, streams, ponds, drainage basins and wetlands), groundwater, water body sediments, drinking water supply, stream sediments or land, including land surface or subsurface strata, including all fish, plant, wildlife, and other biota and any other environmental medium or natural resource.

“Environmental Laws” means all Laws regarding pollution or protection of the Environment or human health (as it relates to exposure to Hazardous Substances), the conservation and management of natural resources and wildlife, including Laws relating to the manufacture, processing, distribution, use, treatment, storage, release, transport, disposal or handling of Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. 2601, *et seq.*; the Clean Air Act, 42 U.S.C. 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*; and the Emergency Planning & Community Right-to-Know Act, 42 U.S.C. 11001 *et seq.*, but not including Nuclear Laws.

“Excluded Assets” has the meanings set forth in Section 2.2.

“Excluded Facilities” means the facilities on the Crystal River Site (and the real property upon which the same are located) that are not related to the CR-3 Facility, including the switchyard, operating and non-operating fossil fuel-fired (coal, natural gas) power generation facilities cooling towers, coal delivery and storage areas, ash storage area, office buildings, warehouses, barge handling docks, railroad, and the other buildings or facilities that are not to be Decommissioned hereunder as identified in Attachment 1 to the Decommissioning Agreement.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Federal Trade Commission Act” means the Federal Trade Commission Act of 1914 (15 U.S.C. Section 41 et seq.), as amended.

“First Amendment to DSA” means the amendment to the Decommissioning Agreement to be entered into by Buyer and Seller on or before the Closing Date, whereby the Parties agree to amend the Decommissioning Agreement by attaching the mutually agreed exhibits and attachments to be finalized between the Contract Date and the Closing Date, as further described in the Decommissioning Agreement.

2.3.6 from the Closing Date until the date on which the last of the ISFSI Only Interim End-State Conditions are achieved, all Liabilities for the insurance premiums due for the NEIL property damage insurance policy relating to the CR-3 Facility attributable for the ISFSI (based on the insurance premium for coverage of the ISFSI as shown on the applicable NEIL endorsement), and from and after the date on which the last of the ISFSI Only Interim End-State Conditions are achieved until the date on which the last of the End-State Conditions are achieved, all Liabilities to pay [REDACTED] of the insurance premiums due for the ANI nuclear liability insurance policy and NEIL property damage insurance policy relating to the CR-3 Facility;

2.3.7 any Liabilities of Buyer to the extent arising from the execution delivery or performance of this Agreement and the transactions contemplated hereby; and

2.3.8 all other Liabilities related to the Assets expressly allocated to or assumed by Buyer in this Agreement, pursuant to the Decommissioning Agreement or pursuant to any of the Ancillary Agreements.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed to impose on Buyer, and Buyer shall not assume or be obligated to pay, perform or otherwise discharge, the following Liabilities of Seller (the "Excluded Liabilities"):

2.4.1 any Liabilities in respect of any Excluded Assets;

2.4.2 any Liabilities for Taxes attributable to the ownership, possession, operation, maintenance or use of the ISFSI Assets, the CR-3 Spent Nuclear Fuel and HLW for taxable periods, or portions thereof, ending prior to the Closing Date, including fifty percent (50%) of any Transfer Taxes;

2.4.3 any Liabilities for Taxes attributable to the ownership, possession, operation, maintenance or use of the CR-3 Facility (excluding the ISFSI Assets) or the Crystal River Site, including the NRC-Licensed Site but excluding the ISFSI Assets, and income Taxes imposed on Seller arising from the transactions contemplated by this Agreement;

2.4.4 any Liabilities for payment of the one-time fee to be paid as contemplated under Article VIII.A.3 of the Spent Fuel Disposal Contract;

2.4.5 (a) any Liabilities for any insurance premiums under the ANI nuclear liability insurance policy and NEIL property damage insurance policy relating to the CR-3 Facility for the period prior to the Closing Date; and (b) 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, all Liabilities for the insurance premiums due for the NEIL property damage insurance policy relating to the CR-3 Facility that are not Assumed Liabilities (based on the applicable NEIL endorsement), and any Liabilities for insurance premiums under the ANI nuclear liability insurance policy;

2.4.6 any Liabilities of Seller to the extent arising from the execution, delivery or performance of this Agreement and the transactions contemplated hereby;

Execution Copy

EXHIBIT B-1
FORM OF PARENT GUARANTY (NORTHSTAR)

PARENT GUARANTY

THIS GUARANTY is given this ___ day of _____, 20__ by NorthStar Group Services, Inc., a Delaware corporation (“**Guarantor**”), for the benefit of Duke Energy Florida, LLC, a Florida limited liability company (“**Company**”).

WITNESSETH:

WHEREAS, Company 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;

WHEREAS, Company, ADP CR3, LLC, a Delaware limited liability company (“**Contractor**”), and ADP SF1 LLC, a Delaware limited liability company (“**Buyer**”), have entered into the Decommissioning Services Agreement dated as of May __, 2019 (the “**Decommissioning Agreement**”), whereby Company has engaged Contractor and Buyer 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.

WHEREAS, in connection with the transactions as contemplated under the Decommissioning Agreement, Company and Buyer are parties to that certain Spent Nuclear Fuel Purchase and Sale Agreement dated as of the date hereof (the “**SNF PSA**”), whereby Buyer has purchased and acquired the Spent Nuclear Fuel, storage canisters, HLW, including Greater Than Class C waste from the CR-3 Facility as currently stored on the ISFSI, or otherwise located at the CR-3 Facility and to be stored on the ISFSI, together with certain associated liabilities and obligations. Unless otherwise defined herein, capitalized terms used in this Guaranty shall have the meanings ascribed to such terms in the Decommissioning Agreement or the SNF PSA.

WHEREAS, each of Contractor and Buyer is an indirect subsidiary of Guarantor, and Guarantor will receive direct or indirect benefits from the Decommissioning Agreement, the SNF PSA, and the Ancillary Agreements.

WHEREAS, Guarantor’s execution and delivery of this Guaranty, and the execution and delivery of a guaranty (the “**Other Parent Guaranty**”) by Orano USA LLC, a Delaware limited liability company (the “**Other Parent Guarantor**”), is a material condition to Company’s willingness to consummate the transactions as contemplated in the Decommissioning Agreement, the SNF PSA and the Ancillary Agreements.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **GUARANTEE.** Guarantor, as an obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to Company the full payment and performance when due of all of the obligations of Contractor and Buyer arising under the Decommissioning Agreement, the SNF PSA, the Pledge Agreement, the Parent Support Agreements, [REDACTED], the Amended and Restated LLC Agreement and the SNF Services Agreement, as amended or modified from time to time, including without limitation with respect to the Decommissioning of the CR-3 Facility and the NRC-Licensed Site (collectively, the “**Obligations**”). Guarantor agrees that if for any reason Contractor or Buyer shall fail to pay or perform any of such Obligations when due, Guarantor will (a) make any payment within thirty (30) days of having received from Company written notice of the failure to pay and a demand for payment, such payment being the same as would have been received by Company had such amount been duly paid by Contractor or Buyer in accordance with the terms of the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement; or (b) upon receipt of written notice of failure to perform and a demand by Company, perform or cause to be performed any Obligation in accordance with Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement. Guarantor and Company acknowledge and agree that Guarantor and the Other Parent Guarantor, respectively, are severally (and not jointly) liable for the Obligations in accordance with the terms and conditions of this Guaranty (subject to the limitations of Article 4 hereof) and the Other Parent Guaranty (subject to the limitations of Article 4 thereof).

2. **UNCONDITIONAL OBLIGATION.** This is a guarantee of payment and performance and not of collection. The liability of Guarantor under this Guaranty is direct, irrevocable and not conditional or contingent upon the pursuit of any remedies against Contractor, Buyer, the Other Parent Guarantor, or any other person or entity, nor upon any other recourse available to Company, its successors, endorsees, transferees, or assigns; provided that the liability of Guarantor is subject to the limitations of Article 4 hereof. Guarantor 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, the Other Parent Guarantor, or any other person or entity as a condition to proceeding against Guarantor.

3. **ABSOLUTE OBLIGATION.** The obligations of Guarantor under this Guaranty are absolute and without regard to lack of power or authority of Contractor or Buyer to enter into the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. Guarantor agrees that Company and Contractor or Buyer may modify or amend the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement and that Company may delay or extend the date on which any guaranteed Obligation must be paid or performed, or release Contractor or Buyer from any guaranteed Obligation or waive any right thereunder, all without notice to or further assent by Guarantor, which shall remain bound by this Guaranty, notwithstanding any such act by Company. The obligations of Guarantor under this Guaranty shall not be affected, reduced, or impaired upon the happening of any of the following events:

Execution Copy

EXHIBIT B-2

FORM OF PARENT GUARANTY (NORTHSTAR)

PARENT GUARANTY

THIS GUARANTY is given this __ day of _____, 20__ by Orano USA LLC, a Delaware limited liability company (“**Guarantor**”), for the benefit of Duke Energy Florida, LLC, a Florida limited liability company (“**Company**”).

WITNESSETH:

WHEREAS, Company 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;

WHEREAS, Company, ADP CR3, LLC, a Delaware limited liability company (“**Contractor**”), and ADP SF1 LLC, a Delaware limited liability company (“**Buyer**”), have entered into the Decommissioning Services Agreement dated as of May __, 2019 (the “**Decommissioning Agreement**”), whereby Company has engaged Contractor and Buyer 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.

WHEREAS, in connection with the transactions as contemplated under the Decommissioning Agreement, Company and Buyer are parties to that certain Spent Nuclear Fuel Purchase and Sale Agreement dated as of the date hereof (the “**SNF PSA**”), whereby Buyer has purchased and acquired the Spent Nuclear Fuel, storage canisters, HLW, including Greater Than Class C waste from the CR-3 Facility as currently stored on the ISFSI, or otherwise located at the CR-3 Facility and to be stored on the ISFSI, together with certain associated liabilities and obligations. Unless otherwise defined herein, capitalized terms used in this Guaranty shall have the meanings ascribed to such terms in the Decommissioning Agreement or the SNF PSA.

WHEREAS, each of Contractor and Buyer is an indirect subsidiary of Guarantor, and Guarantor will receive direct or indirect benefits from the Decommissioning Agreement, the SNF PSA, and the Ancillary Agreements.

WHEREAS, Guarantor’s execution and delivery of this Guaranty, and the execution and delivery of a guaranty (the “**Other Parent Guaranty**”) by Northstar Group Services, Inc., a Delaware limited liability company (the “**Other Parent Guarantor**”), is a material condition to Company’s willingness to consummate the transactions as contemplated in the Decommissioning Agreement, the SNF PSA and the Ancillary Agreements.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **GUARANTEE**. Guarantor, as an obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to Company the full payment and performance when due of all of the obligations of Contractor and Buyer arising under the Decommissioning Agreement, the SNF PSA, the Pledge Agreement, the Parent Support Agreements, [REDACTED], [REDACTED], the Amended and Restated LLC Agreement and the SNF Services Agreement, as amended or modified from time to time, including without limitation with respect to the Decommissioning of the CR-3 Facility and the NRC-Licensed Site (collectively, the “**Obligations**”). Guarantor agrees that if for any reason Contractor or Buyer shall fail to pay or perform any of such Obligations when due, Guarantor will (a) make any payment within thirty (30) days of having received from Company written notice of the failure to pay and a demand for payment, such payment being the same as would have been received by Company had such amount been duly paid by Contractor or Buyer in accordance with the terms of the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement; or (b) upon receipt of written notice of failure to perform and a demand by Company, perform or cause to be performed any Obligation in accordance with Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement. Guarantor and Company acknowledge and agree that Guarantor and the Other Parent Guarantor, respectively, are severally (and not jointly) liable for the Obligations in accordance with the terms and conditions of this Guaranty (subject to the limitations of Article 4 hereof) and the Other Parent Guaranty (subject to the limitations of Article 4 thereof).

2. **UNCONDITIONAL OBLIGATION**. This is a guarantee of payment and performance and not of collection. The liability of Guarantor under this Guaranty is direct, irrevocable and not conditional or contingent upon the pursuit of any remedies against Contractor, Buyer, the Other Parent Guarantor, or any other person or entity, nor upon any other recourse available to Company, its successors, endorsees, transferees, or assigns; provided that the liability of Guarantor is subject to the limitations of Article 4 hereof. Guarantor 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, the Other Parent Guarantor, or any other person or entity as a condition to proceeding against Guarantor.

3. **ABSOLUTE OBLIGATION**. The obligations of Guarantor under this Guaranty are absolute and without regard to lack of power or authority of Contractor or Buyer to enter into the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. Guarantor agrees that Company and Contractor or Buyer may modify or amend the Decommissioning Agreement, the SNF PSA, or any Ancillary Agreement and that Company may delay or extend the date on which any guaranteed Obligation must be paid or performed, or release Contractor or Buyer from any guaranteed Obligation or waive any right thereunder, all without notice to or further assent by Guarantor, which shall remain bound by this Guaranty, notwithstanding any such act by Company. The obligations of Guarantor under this Guaranty shall not be affected, reduced, or impaired upon the happening of any of the following events:

EXHIBIT C

FORM OF

SNF SERVICES AGREEMENT

BY AND BETWEEN

ADP CR3, LLC, as CONTRACTOR

AND

ADP SF1, LLC, as BUYER

Dated as of [•]

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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) [REDACTED]

(b) [REDACTED]

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

[REDACTED]

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 G

FORM OF CONTRACTOR'S PROVISIONAL TRUST AGREEMENT

ADP CR3, LLC

CR-3 PROVISIONAL TRUST AGREEMENT

FOR

CRYSTAL RIVER 3 NUCLEAR POWER STATION

CR-3 PROVISIONAL TRUST AGREEMENT

CR-3 PROVISIONAL TRUST AGREEMENT made as of this ___ day of _____, 20___, by and between ADP CR3, LLC, a Delaware limited liability company (“**ADP CR3**”) and [_____] (the “**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 on the Crystal River Energy Complex site;

WHEREAS, the Crystal River 3 nuclear power station has been permanently shut down and is currently in SAFSTOR;

WHEREAS, pursuant to that certain Decommissioning Services Agreement dated as of the ___ day of _____, 2019, as amended from time to time (the “**Decommissioning Agreement**”), by and among DEF as Company, ADP CR3 as Contractor, and ADP SF1, LLC, a Delaware limited liability company and an affiliate of Contractor as Buyer, DEF has engaged ADP CR3 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, in exchange for [REDACTED] for these services;

WHEREAS, ADP CR3 is licensed to possess, use, maintain and decommission the CR-3 Facility;

WHEREAS, ADP SF1, LLC is the owner of the independent spent fuel storage installation (the “ISFSI”) at the CR-3 Facility and the spent nuclear fuel and waste stored or to be stored at the ISFSI;

WHEREAS, ADP CR3, pursuant to the Decommissioning Agreement, wishes to establish the Provisional Trust to receive funds in connection with the Decommissioning Agreement;

WHEREAS, [_____] is willing to serve as Trustee of the Provisional Trust on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustee hereby agrees to accept Trust Contributions to the Provisional Trust delivered to it from time to time by or on behalf of ADP CR3:

TO HAVE AND TO HOLD such Trust Contributions;

TO INVEST AND REINVEST the same as provided herein;

(t) “**Contribution**” means any contribution, cash or otherwise, made to the Trustee for deposit in the Provisional Trust as provided in this Agreement.

(u) “**Country Risk Events**” has the meaning given in Section 6.07.

(v) “**Customer-Related Data**” has the meaning given in Section 6.15.

(w) “**Data Providers**” has the meaning given in Section 6.13.

(x) “**Data Terms Website**” has the meaning given in Section 6.13.

(y) “**Decommissioning Agreement**” has the meaning given in the Recitals of this Agreement.

(z) “**Decommissioning Certificate**” means a document properly completed and executed by an Authorized Representative of ADP CR3 and substantially in the form of Exhibit A, as it may from time to time be amended.

(aa) “**Depository**” has the meaning given in Section 6.10.

(bb)



(cc) “**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.

(dd) “**DEF**” has the meaning given in the Recitals of this Agreement.

(ee) “**Effective Date**” means the date of this Agreement as shown on the first page hereof.

(ff) “**Environment**” means all soil, real property, air, water (including surface waters, streams, ponds, drainage basins and wetlands), groundwater, water body sediments, drinking water supply, stream sediments or land, including land surface or subsurface strata, including all fish, plant, wildlife, and other biota and any other environmental medium or natural resource.

(gg) “**Environmental Laws**” means all Applicable Laws, other than Nuclear Laws, relating to pollution, the protection, restoration or remediation of or prevention of harm to the Environment or natural resources, or the protection of human health and safety from the

(mm) “**Health and Safety Laws**” means any Applicable Laws pertaining to safety and health in the workplace, including the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., and the Toxic Substances Control Act, 15 U.S.C. 2601, et seq.

(nn) “**High Level Waste**” or “**HLW**” means: (a) the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in sufficient concentrations; and (b) other highly radioactive material that the NRC, consistent with existing Applicable Law, determines by rule requires permanent isolation, including Greater Than Class C Waste.

(oo) “**High Level Waste Repository**” means a facility which is designed, constructed and operated by or on behalf of the Department of Energy for the storage and disposal of Spent Nuclear Fuel in accordance with the requirements set forth in the Nuclear Waste Policy Act of 1982, as amended.

(pp) “**Investment Account**” has the meaning given in Section 8.01(b).

(qq) “**Investment Manager**” has the meaning given in Section 8.01(a).

(rr) “**IOI Decommissioning Subaccount**” means a formally separate and segregated custodial subaccount within the NDF, the assets of which are not commingled with any of the other assets of the NDF, which is created and maintained solely for the purpose of funding the compensation to be paid to Contractor for Decommissioning the CR-3 Facility (not including costs for 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 achieving the ISFSI-Only Interim End-State Conditions.

(ss) “**IOI Disbursement**” means a withdrawal from the IOI Decommissioning Subaccount used to compensate Contractor for Decommissioning the CR-3 Facility (not including costs for 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), including achieving the ISFSI-Only Interim End-State Conditions, in accordance with this Agreement.

(tt) “**IOI Disbursement Certificate**” means a request submitted by Contractor for DEF to instruct the Trustee to make a disbursement from the IOI Decommissioning Subaccount to Contractor once each month for [REDACTED] or portions thereof completed in the prior month.

(uu) “**ISFSI**” means the existing dry spent fuel storage installation on the Crystal River Site where the Spent Nuclear Fuel and HLW from the CR-3 Facility is located and stored, and the ancillary facilities related thereto, but excluding the Spent Nuclear Fuel and High Level Waste stored thereon, and excluding the storage canisters that will be shipped together with the Spent Nuclear Fuel and the HLW when it is removed from the ISFSI and the NRC-Licensed Site.

(III) “**Order**” means any order relating to Decommissioning issued by a Governmental Authority and applicable to the CR-3 Facility.

(mmm) [REDACTED]

(nnn) [REDACTED]

(ooo) “**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.

(ppp) “**PLTA**” means the partial License Termination application to be submitted to the NRC in order to obtain the release of the NRC-Licensed Site, other than the ISFSI Site, from NRC jurisdiction for unrestricted use pursuant to 10 C.F.R. § 20.1402, and achieve the ISFSI-Only Interim End-State Conditions.

(qqq) “**Pre-Closing Decommissioning Services Contract**” means one or more services agreements between Contractor and DEF for Contractor’s performance of Decommissioning planning activities and such other activities as stated therein, prior to the Closing Date.

(rrr) “**Regulation**” means any requirement having the force of law which is binding on ADP CR3.

(sss) “**Release**” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Substance or Nuclear Material into the Environment or within any building, structure, facility or fixture; provided, however, that Release shall not include any release that is permissible under applicable Environmental Laws or any Permit.

(ttt) “**Remediation**” means action of any kind required by any Applicable Law or order of a Governmental Authority to address a Release, the threat of a Release or the presence of Hazardous Substances, including any or all of the following activities:

- (a) monitoring, investigation, assessment, treatment, cleanup, containment, removal, mitigation, response or restoration work;
- (b) obtaining any permits, consents, approvals or authorizations of any Governmental Authority necessary to conduct any such activity;
- (c) preparing and implementing any plans or studies for any such activity;
- (d) obtaining a written notice from a Governmental Authority with jurisdiction under Environmental Laws that no material additional work is required by such Governmental Authority;
- (e) the use, implementation, application, installation, operation or maintenance of remedial action, remedial technologies applied to the surface or subsurface soils, excavation and treatment or disposal of soils, systems for long term treatment of surface water or ground water, engineering controls or institutional controls; and

ARTICLE 3

CONTRIBUTIONS

3.01 Trust Contributions. Pursuant to the terms of the Decommissioning Agreement, certain funds and [REDACTED] will be contributed by or on behalf of ADP CR3 to the Provisional Trust ("*Trust Contributions*").

(a) Trust Contributions attributable to an IOI Disbursement Certificate shall be maintained in a segregated subaccount ("*Provisional Milestone Subaccount*") and shall not be commingled with other amounts pending disbursement pursuant to Section 4.01.

(b) Trust Contributions attributable to a deposit of Twenty Million Dollars (\$20,000,000) by ADP CR3 shall be maintained in a segregated subaccount ("*Provisional IOI Subaccount*") and shall not be commingled with other amounts pending disbursement pursuant to Section 4.01.

(c) Any earnings generated from the Provisional IOI Subaccount shall be transferred to and maintained in the Provisional Milestone Subaccount.

(d) [REDACTED]

3.02 Pooling and Allocation of Net Income. The Trustee may pool the assets of the Provisional Trust for investment purposes in accordance with the Written Instructions of ADP CR3, subject to the limitations on investments contained in Article 8. Net income shall be allocated on a *pro rata* basis, based upon the relative proportion of assets pooled. The Trustee shall be entitled to presume, and not be responsible for determining, that any Written Instructions from ADP CR3 comply with the limitations on investments contained in Article 8. The Trustee may also rely upon the written opinion of legal counsel of ADP CR3, who may be an employee of ADP CR3, with respect to any question arising under this Section 3.02.

3.03 Investment Restriction. Except for investments tied to market indexes or other non-nuclear sector collective, commingled or mutual funds, the assets of the Provisional Trust shall not be invested in: (1) the securities or other obligations of ADP CR3, or any affiliates thereof, or their successors or assigns; and (2) the securities or other obligations of any entity owning or operating one or more nuclear power plants. A non-nuclear sector collective, commingled or mutual fund is one in which less than 50 percent of the fund is invested in the securities of entities that own or operate a nuclear power plant or that are parent companies of subsidiaries that own or operate a nuclear power plant.

ARTICLE 4

DISBURSEMENTS

4.01 Disbursement. The Trustee shall make payments out of assets of the Provisional Milestone Subaccount or the Provisional IOI Subaccount, as applicable, upon presentation to the Trustee of a Decommissioning Certificate by ADP CR3 instructing the Trustee to disburse amounts in the Provisional Trust in a manner designated in such Decommissioning Certificate.

(a) Once the aggregate amount of funds ([REDACTED]) held in the Provisional Trust exceeds Fifty Million Dollars (\$50,000,000), ADP CR3 shall have the right to receive disbursements from the Provisional Milestone Subaccount; provided, that the aggregate of the amounts held in the Provisional Trust following any such disbursement in accordance with this Section 4.01 shall be no less than Fifty Million Dollars (\$50,000,000); provided, further, that the Provisional Milestone Subaccount shall be terminated and all of the funds therein shall be disbursed to ADP CR3 (or as ADP CR3 directs) following ADP CR3's completion of Milestone One (as evidenced by written notification of that fact to the Trustee by an Authorized Representative of ADP CR3).

(b) Following the completion of Milestone One and the closing of the Provisional Milestone Subaccount, ADP CR3 shall have the right to receive disbursements from the Provisional IOI Subaccount; provided, that the amount held in the Provisional IOI Subaccount following any such disbursement in accordance with this Section 4.01 shall be no less than Twenty Million Dollars (\$20,000,000); provided, further, that the Provisional IOI Subaccount shall be terminated and all of the funds therein shall be disbursed to ADP CR3 (or as ADP CR3 directs) once all of the ISFSI-Only Interim End-State Conditions are achieved (as evidenced by written notification of that fact to the Trustee by an Authorized Representative of ADP CR3).

(c) If at any time the membership interests of ADP CR3 shall have been acquired by DEF or its designee pursuant to the terms of that certain Pledge Agreement, by Accelerated Decommissioning Partners, LLC, in favor of DEF, dated as of the same date as this Agreement, or if DEF consents in writing, then disbursements shall be authorized upon presentation of a Decommissioning Certificate to pay for any cost necessary to achieve the ISFSI-Only Interim End State Conditions.

(d) If the assets of the Provisional Trust are insufficient to permit the payment in full of amounts to be paid pursuant to a Decommissioning Certificate, the Trustee shall have no liability with respect to such insufficiency and no obligation to use its own funds to pay the same.

4.02 Fees. The Trustee shall receive as exclusive compensation for its services such amounts as may from time to time be agreed to by the Trustee and ADP CR3.

4.03 Liquidation of Investments. At the direction of ADP CR3 or its Investment Manager pursuant to Authorized Instructions, the Trustee shall sell or liquidate such investments

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 233-238 of 597:

Exhibit I

**REDACTED IN
ENTIRETY**

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 239-240 of 597:

Attachment 1 to Exhibit I

**REDACTED IN
ENTIRETY**

EXHIBIT M

FORM OF ISFSI DECOMMISSIONING TRUST AGREEMENT

ADP SF1, LLC

CR-3 ISFSI DECOMMISSIONING TRUST AGREEMENT

FOR

CRYSTAL RIVER 3 NUCLEAR POWER STATION

CR-3 ISFSI DECOMMISSIONING TRUST AGREEMENT

CR-3 ISFSI DECOMMISSIONING TRUST AGREEMENT made as of this ___ day of _____, 20___, by and between ADP SF1, LLC, a Delaware limited liability company (“*SF1*”) and [_____] (the “*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 on the Crystal River Energy Complex site;

WHEREAS, the Crystal River 3 nuclear power station has been permanently shut down and is currently in SAFSTOR;

WHEREAS, pursuant to that certain Decommissioning Services Agreement dated as of the ___ day of _____, 2019, as amended from time to time (the “*Decommissioning Agreement*”), by and among DEF as Company, SF1 as Buyer, and ADP CR3, LLC, a Delaware limited liability company and an affiliate of SF1 as Contractor (“*Contractor*”), DEF has engaged Contractor and its Affiliates 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, in exchange for [REDACTED] for these services;

WHEREAS, Contractor is licensed to possess, use, maintain and decommission the CR-3 Facility, including the independent spent fuel storage installation at the CR-3 Facility (the “*ISFSI*”);

WHEREAS, SF1 is the owner of the ISFSI and the spent nuclear fuel and waste stored or to be stored at the ISFSI, and as such, SF1 is responsible for paying the costs incurred by Contractor in maintaining and ultimately decommissioning the ISFSI;

WHEREAS, SF1, pursuant to the Decommissioning Agreement, wishes to establish the ISFSI Decommissioning Trust to hold funds for the purposes of providing financial assurance to Company under the Decommissioning Agreement;

WHEREAS, [_____] is willing to serve as Trustee of the ISFSI Decommissioning Trust on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustee hereby agrees to accept Trust Contributions to the Trust delivered to it from time to time by or on behalf of SF1:

TO HAVE AND TO HOLD such Trust Contributions;

TO INVEST AND REINVEST the same as provided herein;

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 332-333 of 597

Attachment 2

**REDACTED IN
ENTIRETY**

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 335-337 of 597:

Attachment 7

**REDACTED IN
ENTIRETY**

ATTACHMENT 9

REPORTING AND NOTIFICATION REQUIREMENTS

A. Contractor will give Company timely notification of the following within 24 hours of the event so as to allow Company to be prepared prior to the information becoming public and to take necessary actions:

- Regulatory notification (reportable event) or correspondence from any Governmental Authority (*e.g.*, NRC, OSHA, FDEP, EPA) proposing, making any determination, or assessing any proposed violation, enforcement conferences, violation, order, finding, fine, or penalty for either D&D activities or ISFSI operations
- Any event or situation, related to the health and safety of the public or onsite personnel, or protection of the environment, for which a news release is planned (which news release shall in any event be subject to the provisions of Section 12.3 of the Agreement) or notification to other government agencies has been or will be made; such an event may include an onsite fatality or inadvertent release of radioactively contaminated materials
- Any proposed organizational changes in equity ownership of NorthStar Group Holdings or ORANO (written summary report)
- Any breach of debt covenants, default acceleration, insolvency, reorganization, bankruptcy or liquidation of NorthStar Group Holdings or ORANO

B. Quarterly Information – Face to face meeting

- Summary of items in A, above.
- [REDACTED] dispute summary.
- Items whereby Contractor is in contract non-compliance.
- Concerns needing management attention.
- Contractor shall present the following project information to Company
 - i. Submitted and pending regulatory submittals
 - ii. Completed and near-term schedule milestones
 - iii. Updated schedule including completed and remaining activities
- The material above shall be provided to Company at least two weeks prior to the scheduled meeting. The meeting shall be scheduled for a duration of 4 hours (other than the annual meeting, which is credited as a quarterly meeting) including ample time for a question and answer session.

C. Annual Information and activities

- Summary of items in A and B, above.
- On or before March 31 of each calendar year following the close of the proposed transaction, Contractor shall provide to Company the following disclosures and reports covering the prior calendar year (or specified 12-month period):
 - i. An assessment of Project Schedule performance and future projections with respect thereto.
 - ii. An assessment of [REDACTED] performance and future projections with respect thereto
 - iii. This annual requirement shall continue until Contractor completes the last of the ISFSI-Only Interim End-State Conditions.
- This information will be reviewed and discussed during the second-quarter meeting each calendar year in addition to the normal quarterly information. The meeting shall be scheduled for a duration of 8 hours including ample time for a question and answer session.

D. Spent fuel and GTCC waste transfer to an off-site storage facility

- If Contractor decides to transfer the spent fuel and GTCC waste away from the CR-3 Facility and the ISFSI Site, including DOE pickup, Contractor shall provide the following information in writing to Company:
 - i. The plan and schedule for the transfer
 - ii. The project risk matrix including mitigation and contingency plans
 - iii. The vendors selected to perform the work
 - iv. The transportation route selected
 - v. A summary of readiness evaluations planned and completed including canister removal, transporting to transportation vehicle, canister loading and transportation
 - vi. These items shall become part of the quarterly meeting agenda once Contractor decides to transfer the fuel and GTCC waste away from the ISFSI Site

**Exhibit No. __ (TH-1) to the
Direct Testimony of Terry Hobbs**

Pages 530-537 of 597

Attachment 15

**REDACTED IN
ENTIRETY**

ATTACHMENT 17

**COMPANY'S REQUIRED REGULATORY APPROVALS;
CONTRACTOR'S REQUIRED REGULATORY APPROVALS**

1) Company's Required Regulatory Approvals

- a) Approval of the Nuclear Regulatory Commission of the transfer of the NRC License, authorizing possession and maintenance, including Decommissioning, of the NRC-Licensed Site, from Company to Contractor
- b) Issuance of a private letter ruling by the Internal Revenue Service [REDACTED] reasonably acceptable to Company
- c) Florida Public Service Commission approval of the transactions as contemplated by the Agreement, the SNF PSA and the Ancillary Agreements

2) Contractor's Required Regulatory Approvals

- a) Approval of the Nuclear Regulatory Commission of the transfer of the NRC License, authorizing possession and maintenance, including Decommissioning, of the NRC-Licensed Site, from Company to Contractor

Exhibit C

Confidentiality Justification Matrix

DUKE ENERGY FLORIDA, LLC
Confidentiality Justification Matrix

| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
|--|--|---|
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 2 of 597: The title of section 6.3 under Article 6 in the Table of Contents | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 3 of 597: All information after "Compensation;" and before "....55" under Article 9 in the Table of Contents | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the | Page 6 of 597: | §366.093(3)(d), F.S. |

| Direct Testimony of Terry Hobbs | <p>The title of Exhibit I under the Exhibits section of the Table of Contents</p> <p>Attachment 7 under the Attachments section of the Table of Contents</p> | <p>The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S.</p> <p>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business.</p> |
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| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 8 of 597:</p> <p>Within the paragraph defining the term "Agreed Amount", all information after "\$540,000,000" under Section 1.1.1 of Article 1</p> | <p>§366.093(3)(d), F.S.</p> <p>The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S.</p> <p>The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 9 of 597:</p> <p>Within the paragraph defining the term "Ancillary Agreements", all information after "Agreement," and before "the ISFSI" under Section 1.1.1 of Article 1</p> | <p>§366.093(3)(d), F.S.</p> <p>The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S.</p> |

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| | | The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
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| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 14 of 597: All information after the paragraph defining the term "Department of Energy Decommissioning and Decontamination Fees" and before the paragraph defining the term "Dispute" under Section 1.1.1 of Article 1 | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 17 of 597: Within the paragraph defining the term "First Amendment to DSA", all information after "including" and before "the Environmental" under Section 1.1.1 of Article 1 | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |

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| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 22 of 597: All information after the paragraph defining the terms "Party or Parties" and before the paragraph defining the term "Permits" under Section 1.1 of Article 1 | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 27 of 597: All information within Section 1.3 of Article 1 | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 35 of 597: Within Section 3.4.1 of Article 3, all information after "filings" Within Section 3.4.2 of | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. |

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| | Article 3, all information after "Correct Date." and before "Thereafter," | §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Pages 39-40 of 597: All information within Section 3.9 of Article 3 | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 41 of 597: Within Section 3.11.3 of Article 3, all information after "IRS regarding" and before "Company" | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the |

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| | | competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 42 of 597: Within Section 3.14 of Article 3, all information after "Account." and before "On-going" | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 48 of 597: Within Section 6.2 of Article 6, all information after "aggregate of" and before "of the value" | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 49 of 597: All information within Section 6.3 of Article 6 | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of |

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| | | <p>which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 50 of 597:</p> <p>Within Section 6.7 of Article 6, all information after "completion of the" and before "and completion"</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 51 of 597:</p> <p>Within Section 6.9 of Article 6, all information after "in excess of" and before "on behalf"</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of</p> |

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| | | which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 52 of 597: Within Section 6.14 of Article 6, all information after "Account." and before "when" | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 57 of 597: Within Section 8.5 of Article 8, all information after "for all" and before "completed" | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
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| Exhibit No. __ (TH-1) to the | Page 58 of 597: | §366.093(3)(d), F.S. |

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| Direct Testimony of Terry Hobbs | Within Section 8.5.1 of Article 8, all information after “revised” and before “for Company’s” | The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 61 of 597: Within Section 8.9 of Article 8, all information after “relevant” and before “and such” Within Section 9.1 of Article 9, all information after “Compensation;” and before “As compensation” | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Pages 61-62 of 597: Within Section 9.1 of Article 9, all information after “hereunder” | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. |

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| | | The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
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| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 63 of 597:</p> <p>Within Section 9.3 of Article 9, all information after "Agreement," and before "Contractor"</p> <p>Within Section 9.3 of Article 9, all information after "month" and before "Company" under Section 9.3 of Article 9</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 64 of 597:</p> <p>Within Section 9.3.2(a) of Article 9, all information after "paid"</p> <p>All information within Section 9.3.2(b)(i) of Article 9</p> <p>Within Section 9.3.3 of Article 9, all information after "exceeds" and before "Company"</p> <p>Within Section 9.3.3 of Article 9, all information</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business.</p> |

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| | <p>after “exceeds” and before “and the withholding”</p> <p>Within Section 9.3.3 of Article 9, all information after “less than”</p> | |
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| <p>Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs</p> | <p>Page 65 of 597:</p> <p>Within Section 9.5 of Article 9, all information after “funds” and before “held”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
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| <p>Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs</p> | <p>Page 66 of 597:</p> <p>Within Section 9.8 of Article 9, all information after “paid”</p> <p>Within Section 9.9 of Article 9, all information after “audit the” and before “Contractor’s”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |

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| <p>Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs</p> | <p>Page 67 of 597:</p> <p>Within Section 9.9.2 of Article 9, all information after “any of the” and before “of Contract’s”</p> <p>Within Section 9.9.2 of Article 9, all information after “paid” and before “for progress”</p> <p>Within Section 9.9.2 of Article 9, all information after “on any” and before “Company”</p> <p>Within Section 10.1 of Article 10, all information after “amount of” and before “payable”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| <p>Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs</p> | <p>Page 68 of 597:</p> <p>Within Section 11.2.1 of Article 11, all information after “up to” and before “of direct”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |

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| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 69 of 597:</p> <p>Within Section 11.2.2 of Article 11, all information after “EXCEED” and before “In the”</p> <p>Within Section 11.2.3 of Article 11, all information after “include up” and before “in respect”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Pages 72-73 of 597:</p> <p>Within Section 13.1 of Article 13, all information after “against”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 73 of 597:</p> <p>Within Section 13.2 of Article 13, all information after “against”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> |

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| | <p>Within Section 14.1 of Article 14, all information after “no less than” and before “and (b)”</p> <p>Within Section 14.1 of Article 14, all information after “no less than” and before “In addition”</p> <p>Within Section 14.2.1 of Article 14, all information after “Company for” and before “of any”</p> | <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 74 of 597:</p> <p>Within Section 14.3 of Article 14, all information after “premium of” and before “Subject”</p> <p>Within Section 14.3 of Article 14, all information after “up to” and before “to reimburse”</p> <p>Within Section 14.3 of Article 14, all information after “within” and before “or the”</p> <p>Within Section 14.3 of Article 14, all information after “within the” and before “and the”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 75 of 597:</p> <p>All information within Section 15.1.4 of Article 15</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s</p> |

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| | | <p>efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 89 of 597:</p> <p>Within the paragraph defining the term “Agreed Amount” of Exhibit A, all information after “(\$540,000,000)”</p> <p>Within the paragraph defining the term “Ancillary Agreements” of Exhibit A, all information after “Trust Agreement,” and before “the ISFSI Decommissioning”</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Page 92 of 597:</p> <p>All information in the first definition on the page before the term “Encumbrances” is defined</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s</p> |

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| | | competitive interests, the disclosure would impair the competitive business. |
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| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 101 of 597: Within Section 2.3.6 of of Exhibit A, all information after “to pay” and before “of the insurance” | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 116 of 597: Within paragraph number 1 of Exhibit B-1 GUARANTEE, all information after “Parent Support Agreements,” and before “, the Amended and Restated LLC Agreement” | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry | Page 125 of 597: | §366.093(3)(d), F.S. The document in question |

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| Hobbs | Within paragraph number 1 of Exhibit B-2 GUARANTEE, all information after “Parent Support Agreements,” and before “, the Amended and Restated LLC Agreement” | contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 134 of 597: The title of Article 10 under the Table of Contents of Exhibit C | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 137 of 597: All information within Sections 5.1(a) and (b) of Article 5 of Exhibit C | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question |

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| | | contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
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| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 139 of 597: All information within Article 10 of Exhibit C | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 193 of 597: Within the third paragraph under the Recitals section of Exhibit G, all information after "in exchange for" and before "for these services;" | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |

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| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 196 of 597: All information within the paragraph defining the term at section “(bb)” of Exhibit G | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 198 of 597: Within the paragraph defining the term “IOI Disbursement Certificate” of Exhibit G, all information after “each month for” and before “or portions thereof” | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 201 of 597: All information within the paragraph defining the term at section “(mmm)” of Exhibit G | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. |

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| | All information within the paragraph defining the term at section “(nnn)” of Exhibit G | §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 204 of 597: Within Section 3.01 of Article 3 of Exhibit G, all information after “certain funds and” and before “will be contributed” All information within section 3.01(d) of Article 3 of Exhibit G | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 205 of 597: Within Section 4.01(a) of Article 4 of Exhibit G, all information after “amount of funds” and before “held in the Provisional” | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the |

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| | | competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Pages 233-238 of 597: Exhibit I in its entirety | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Pages 239-240 of 597: Attachment 1 to Exhibit I in its entirety | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Page 268 of 597: Within the third paragraph under the Recitals section of | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of |

| | | |
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| | Exhibit M, all information after “in exchange for” and before “for these services;” | <p>which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Pages 332-333 of 597:</p> <p>Attachment 2 in its entirety</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | <p>Pages 335-337 of 597:</p> <p>Attachment 7 in its entirety</p> | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF’s efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of</p> |

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| | | which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Pages 514 of 597: Within the second bullet of Section B of Attachment 9, all information before "dispute summary." | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Pages 515 of 597: Within paragraph ii. of the second bullet under section C of Attachment 9, all information after "assessment of" and before "performance and future" | §366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business. |

| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
|--|---|--|
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Pages 596-603 of 597: Attachment 15 in its entirety | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business.</p> |
| DOCUMENT/RESPONSES | PAGE/LINE | JUSTIFICATION |
| Exhibit No. __ (TH-1) to the Direct Testimony of Terry Hobbs | Pages 596 of 597: Within Section 1) b) of Attachment 17, all information after "Internal Revenue Service" and before "reasonably acceptable" | <p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's competitive interests, the disclosure would impair the competitive business.</p> |

Exhibit D

AFFIDAVIT OF TERRY HOBBS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC to Approve Transaction with Accelerated Decommissioning Partners, LLC for Accelerated Decommissioning Services at the CR3 Facility, Transfer of Title to Spent Fuel, and Assumption of Operations of the CR3 Facility Pursuant to the NRC License, and Request for Waiver From Future Application of Rule 25-6.04365, F.A.C. for Nuclear Decommissioning Study

DOCKET NO. _____
Submitted for Filing: July 10, 2019

**AFFIDAVIT OF TERRY HOBBS IN SUPPORT OF
DUKE ENERGY FLORIDA, LLC'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

STATE OF FLORIDA

COUNTY OF CITRUS

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared Terry Hobbs, who being first duly sworn, on oath deposes and says that:

1. My name is Terry Hobbs. I am over the age of eighteen (18) and I have been authorized by Duke Energy Florida, LLC (hereinafter "DEF" or the "Company") to give this affidavit in the above-styled proceeding on DEF's behalf and in support of DEF's Request for Confidential Classification ("DEF's Request"). The facts attested to in my affidavit are based upon my personal knowledge.

2. I am the General Manager for the Decommissioning of the DEF Crystal River Unit 3 Nuclear Plant (the "CR3 Facility").

3. As the General Manager, I am responsible for the overall management, implementation and coordination of activities to place the CR3 Facility in a long-term dormant condition commonly referred to as a "SAFSTOR" condition. I am also responsible for ensuring

the safe storage of the used nuclear fuel at the CR3 Facility. Additionally, I oversee several managers and I ensure that such managers implement the plant programs, including the ground water monitoring, radiation, control and engineering programs, in an effective and efficient manner.

4. DEF is seeking the confidential classification for portions of information provided in Exhibit No. ___ (TH-1) to my direct testimony filed on July 10, 2019 in this proceeding. The confidential information at issue is contained in confidential Exhibit A to DEF's Request and is outlined in DEF's Justification Matrix attached to DEF's Request as Exhibit C. DEF is requesting confidential classification of this information because it contains competitively sensitive contractual confidential business information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.

5. The confidential information at issue relates to commercially sensitive and contractual obligations pertaining to the terms and conditions set forth in a contract between DEF, ADP CR3, LLC and ADP SF1, LLC for decommissioning activities related to the accelerated decommissioning of the CR3 Facility, including information from the transaction, such as pricing methodologies, costs/savings, and indemnification obligations. The disclosure of such information would not only impair the Company's competitive business advantages but would also violate contractual requirements. DEF is obligated to maintain the confidentiality of this information under the subject contract, and therefore it qualifies for confidential classification.

6. DEF negotiates with contracting parties to obtain competitive contracts that provide economic and other benefits to DEF customers. If DEF cannot assure contracting parties that it can maintain the confidentiality of contractual terms, those parties and other similarly

situated parties may forego entering contracts with DEF, which would impair the Company to negotiate such contracts on favorable terms.

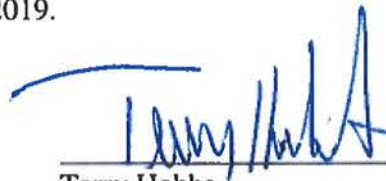
7. The information identified as Exhibit A is intended to be and is treated as confidential by the Company. With respect to the information at issue in DEF's Request, such information has not been disclosed to the public, and the Company has treated and continues to treat such information as confidential.

8. Upon receipt of its own confidential information, strict procedures are established and followed to maintain the confidentiality of the terms of the documents and information provided, including restricting access to those persons who need the information to assist the Company, and restricting the number of, and access to the information and contracts. At no time since receiving the information in question has the Company publicly disclosed that information. The Company has treated and continues to treat the information at issue as confidential.

9. This concludes my affidavit.

FURTHER AFFIANT SAYETH NOT.

Dated the 8th day of July, 2019.



Terry Hobbs
Duke Energy Crystal River, Unit 3
Nuclear Plant
15760 W. Power Line St.
Crystal River, FL 34428

The foregoing instrument was sworn to and subscribed before me this 8 day of July, 2019, by Terry Hobbs. He is personally known to me, or has produced his ___ driver's license, ___ or his _____ as identification.

(AFFIX NOTARY SEAL)



Linda Fay Dye
Signature

Linda Fay Dye
Printed Name

NOTARY PUBLIC, STATE OF FL

4/14/23
Commission Expiration Date