

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]

[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.

15.1.11 Contractor fails to perform any material covenant or obligation hereunder not otherwise addressed in this Section 15.1, and Contractor fails to commence the cure of such failure within thirty (30) Days after receipt of notice from Company identifying such failure, or if, having commenced the cure within such period, Company fails (a) to diligently pursue such cure in a manner and pursuant to a schedule reasonably acceptable to Company; or (b) to cure such failure, within ninety (90) Days after Contractor's receipt of such notice.

15.2 Remedies Upon a Contractor Event of Default.

15.2.1 If a Contractor Event of Default occurs and is continuing, Company shall have the right but not the obligation, at its sole option, to exercise its rights under the Pledge Agreement or terminate this Agreement by written notice to Contractor, or both, or pursue any other remedy provided by law or equity, including specific performance, or any other remedy provided in the Ancillary Agreements.

15.2.2 To the fullest extent permitted by Law, if Company elects to terminate this Agreement due to a Contractor Event of Default or Company elects to exercise its rights under the Pledge Agreement, Company may proceed to remove Contractor from the NRC-Licensed Site in accordance with applicable Laws and Contractor agrees to cooperate with Company to the fullest extent necessary in connection with Company's recovery of, or the transfer to a third party designated by Company of, full possession and use of the NRC-Licensed Site and the Contractor's Provisional Trust Fund, and the transfer of the membership interests in Contractor to Company or its designee, including in connection with obtaining any approval of the NRC or other Governmental Authority required to permit Company to (a) transfer the NRC License authorizing possession and maintenance, including Decommissioning, of the NRC-Licensed Site, to Company (or its designee) from Contractor, and approval of any conforming license amendments, and any other related approvals; and (b) recover full possession and use of NRC-Licensed Site.

15.2.3 To the fullest extent permitted by Law, if Company elects to terminate this Agreement due to a Contractor Event of Default, at Company's request: (a) Contractor shall assign the SNF Services Agreement to Company or a third party designated by Company that will hold the NRC License authorizing possession and maintenance of the NRC-Licensed Site, except that Contractor shall not assign and Company shall not assume any rights or obligations thereunder with respect to the Spent Fuel Disposal Contract; and (b) neither Contractor nor Buyer shall terminate the SNF Services Agreement.

15.3 Obligations Upon Termination. Despite the termination of this Agreement, Contractor and Buyer, as applicable, shall:

15.3.1 so long as it holds the NRC License authorizing possession and maintenance of the NRC-Licensed Site, perform and carry out all NRC licensed activities with respect to security, safety, emergency preparedness, 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 any other obligations of Contractor as the holder of the NRC License, in accordance with this Agreement;

15.3.2 so long as it holds the NRC License authorizing possession and maintenance of the NRC-Licensed Site, continue to perform its obligations under the SNF Services Agreement; and

15.3.3 maintain the ISFSI Decommissioning Trust and Contractor's Provisional Trust Fund in accordance with Section 9.4 and Section 9.5, respectively.

During the period following termination during which Contractor holds the NRC License authorizing possession and maintenance of the NRC-Licensed Site, Company shall provide Contractor with access to the Crystal River Site and the ISFSI in accordance with this Agreement so that Contractor may perform such functions.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Amendment and Modification. Subject to applicable Law, this Agreement may be amended, modified or supplemented only by written agreement of Company and Contractor.

16.2 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver of such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith.

16.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by electronic mail, provided that delivery by electronic mail is confirmed in writing (which may be by return electronic mail), or mailed by overnight courier or registered or certified mail (return receipt requested), postage prepaid, to the recipient Party at its address (or at such other address or facsimile number for a Party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof):

16.3.1 If to Company, to:

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

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

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

and

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

16.3.2 if to Contractor, to:

ADP CR3, LLC
c/o Accelerated Decommissioning Partners, LLC
17101 Preston Road, Suite 115
Dallas, TX 75248
Attn: Scott State, CEO
E-mail: ssate@northstar.com

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

NorthStar Group Services, Inc.
35 Corporate Drive, Suite 1155
Trumbull, CT 06611
Attn: Gregory G. DiCarlo, Vice President & General Counsel
E-mail: gdicarlo@northstar.com

Orano USA, LLC
1155 F St. NW, Suite 800
Washington, DC 20004
Attn: Michael Woods, General Counsel
E-mail: michael.woods@orano.group

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, NY 10019-6131
Attn: Stephen B. Amdur, Esq.
Email: stephen.amdur@pillsburylaw.com

16.3.3 if to Buyer, to:

ADP SF1, LLC
c/o Accelerated Decommissioning Partners, LLC
17101 Preston Road, Suite 115
Dallas, TX 75248
Attn: Scott State, CEO
E-mail: ssate@northstar.com

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

NorthStar Group Services, Inc.
35 Corporate Drive, Suite 1155
Trumbull, CT 06611
Attn: Gregory G. DiCarlo, Vice President & General Counsel
E-mail: gdicarlo@northstar.com

Orano USA, LLC
1155 F St. NW, Suite 800
Washington, DC 20004
Attn: Michael Woods, General Counsel
E-mail: michael.woods@orano.group

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, NY 10019-6131
Attn: Stephen B. Amdur, Esq.
Email: stephen.amdur@pillsburylaw.com

16.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but no Party may assign this Agreement or its rights under this Agreement, including by operation of law, without the prior written consent of the other Party, such consent not to be unreasonably withheld, delayed or conditioned. Any assignment in contravention of the foregoing sentence shall be null and void and without legal effect on the rights and obligations of the Parties.

16.5 Third Party Beneficiaries. This Agreement does not, and is not intended to confer upon any other Person except the Parties any rights, interests, obligations or remedies hereunder.

16.6 Governing Law. This Agreement shall be governed by and construed in accordance with the Law of the State of Florida (without giving effect to conflict of law principles) as to all matters, including matters of validity, construction, effect, performance and remedies.

16.7 Dispute Resolution.

16.7.1 In an effort to promote the highest quality working relationship, the Parties agree that the following steps will be responsively and openly pursued in an effort to resolve any dispute under or arising out of this Agreement (each, a "Dispute") before resorting to litigation (except as may be necessary to preserve any rights or the status quo):

(a) All Disputes will be made in a written notice by authorized representatives of either Party initiating the process set forth herein (the "Dispute Engagement Notice"). Promptly after receipt of the Dispute Engagement Notice, both Parties shall discuss the issues, present reasonably requested documentation and attempt to reach a settlement that is agreeable to both Parties. As part of the Dispute Engagement Notice, the Party initiating the

dispute resolution process will submit a summary of the issues, the requesting Party's position and a summary of the evidence and arguments supporting its position.

(b) If the Dispute cannot be resolved by the Parties as provided in Section 16.7.1(a) within fifteen (15) Business Days after receipt of the Dispute Engagement Notice, or such later date as the Parties may agree in writing to permit all requested facts to be known and presented to the above personnel, the Dispute shall be escalated to an executive of each Party who has authority to settle the Dispute and who is at a higher level of management than such Party's representative set forth in Section 16.7.1(a).

(c) If the Dispute cannot be resolved by the Parties as provided in Section 16.7.1(b) within fifteen (15) Business Days after referral of the Dispute as provided therein (or such other period agreed to by both Parties in writing), then either Party may pursue any rights or remedies available at law or in equity through judicial relief or, if and as agreed to by both Parties in writing, non-judicial relief through an alternative dispute resolution process. The Parties agree that any discussions and negotiations related to any proposed settlement of any Dispute may not be introduced into evidence by either Party in any judicial action or non-judicial alternative dispute resolution forum used to resolve such Dispute.

16.7.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal courts of the United States of America or the courts of the State of Florida, in each case located in the City of St. Petersburg and County of Pinellas, and any appellate courts from any such court, in any action or proceeding arising out of or relating to this Agreement or the subject matter hereof or for recognition or enforcement of any judgment, and each of the Parties irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such courts. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party irrevocably and unconditionally waives, and agrees not to assert, by way of motion, as a defense, or otherwise, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have (a) that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court and (b) to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to above. Each of the Parties hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

16.7.3 No litigation arising under this Agreement shall include, by consolidation, joinder, or any other manner, any Person not a party to this Agreement unless (a) such Person is substantially involved in a common question of fact or law, (b) the presence of the Person is required if complete relief to the requesting Party is to be accorded in the litigation, and (c) the Person has consented.

16.7.4 Contractor shall proceed diligently with the performance or provision of the Decommissioning work and its other duties and obligations without diminution of effort

during the pendency of any Dispute (including any Dispute regarding the basis on which Contractor purports to exercise any right to suspend the work).

16.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BETWEEN THE PARTIES OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR ANY OTHER DOCUMENTS ENTERED INTO IN CONNECTION HEREWITH.

16.9 Entire Agreement. This Agreement, the SNF PSA and the Ancillary Agreements, including the Attachments, exhibits, schedules, documents, certificates and instruments referred to herein or therein, embody the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings including all letters, memoranda or other documents or communications, whether oral, written or electronic, submitted or made by (a) either Company, its Affiliates or any of their respective Representatives; or (b) Contractor, its Affiliates, including the Parent Guarantors, or any of their respective Representatives, in connection with the negotiation and execution of this Agreement.

16.10 No Joint Venture. Nothing in this Agreement creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship among the Parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the Parties. Except as expressly provided herein, no Party is or shall act as or be the agent or representative of any other Party.

16.11 Change in Law. If and to the extent that any Laws or regulations that govern any aspect of this Agreement shall change, so as to make any aspect of this transaction unlawful, then the Parties agree to make such modifications to this Agreement as may be reasonably necessary for this Agreement to accommodate any such legal or regulatory changes, without materially changing the overall benefits or consideration expected hereunder by any Party.

16.12 Severability. Any term or provision of this Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation; provided, however, that the remaining terms and provisions of this Agreement may be enforced only to the extent that such enforcement in the absence of any invalid terms and provisions would not result in (a) deprivation of a Party of a material aspect of its original bargain upon execution of this Agreement, (b) unjust enrichment of a Party, or (c) any other manifestly unfair or inequitable result.

16.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.14 EXCLUSIVITY OF WARRANTIES. THERE ARE NO WARRANTIES OF CONTRACTOR TO COMPANY HEREUNDER WITH RESPECT TO THE PERFORMANCE

OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CONTRACTOR DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES, OR ANY IMPLIED WARRANTIES, OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

16.15 LIMITATION ON CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NONE OF THE PARTIES SHALL BE LIABLE TO ANY OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING THROUGH THEM 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.

{Remainder of this page intentionally left blank}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first written above.

COMPANY:

DUKE ENERGY FLORIDA, LLC

By: Melody Birmingham-Byrd

Name: Melody Birmingham-Byrd

Title: SVP & Chief Procurement Officer

CONTRACTOR:

ADP CR3, LLC

By: _____

Name: Scott State

Title: Chief Executive Officer

BUYER:

ADP SF1, LLC

By: _____

Name: Scott State

Title: Chief Executive Officer

[Signature Page to the Decommissioning Services Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first written above.

COMPANY:

DUKE ENERGY FLORIDA, LLC

By: _____

Name: _____

Title: _____

CONTRACTOR:

ADP CR3, LLC

By: Scott State

Name: Scott State

Title: Chief Executive Officer

BUYER:

ADP SF1, LLC

By: Scott State

Name: Scott State

Title: Chief Executive Officer

[Signature Page to the Decommissioning Services Agreement]

ENCLOSURE 2

GENERAL CORPORATE INFORMATION

REGARDING

ADP CR3, LLC AND ITS PARENT COMPANIES

NAME:	JFL GP Investors IV, LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	110 East 59th Street 27 th Floor New York, NY 10022
MANAGING MEMBERS:	John F. Lehman Louis N. Mintz Stephen L. Brooks C. Alexander Harman
OFFICERS:	John F. Lehman Louis N. Mintz Stephen L. Brooks C. Alexander Harman

NAME:	JFL-NGS Holdings, LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	110 East 59th Street 27 th Floor New York, NY 10022
MANAGING MEMBER:	JFL GP Investors IV, LLC
OFFICERS:	President & Assistant Secretary, C. Alexander Harman Treasurer & Assistant Secretary, Glenn M. Shor Secretary, David L. Rattner Assistant Secretary, David F. Thomas

NAME:	JFL-NGS Partners, LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	110 East 59th Street 27 th Floor New York, NY 10022
MANAGING MEMBER:	JFL-NGS Holdings, LLC
OFFICERS:	President & Assistant Secretary, C. Alexander Harman Treasurer & Assistant Secretary, Glenn M. Shor Secretary, David L. Rattner Assistant Secretary, David F. Thomas

NAME:	NorthStar Group Holdings, LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	Seven Penn Plaza 370 7th Avenue, Suite 1803 New York, NY 10001
MANAGING MEMBER:	JFL-NGS Partners, LLC
OFFICERS:	Chief Executive Officer, Scott E. State President & Assistant Secretary, C. Alexander Harman Vice President & CFO, Jeffrey P. Adix Vice President & General Counsel, Gregory G. DiCarlo Treasurer & Assistant Secretary, Glenn M. Shor Secretary, David L. Rattner Assistant Secretary, David F. Thomas

NAME:	LVI Parent Corp.
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	Seven Penn Plaza 370 7th Avenue, Suite 1803 New York, NY - 10001
DIRECTORS:	C. Alexander Harman Glenn M. Shor David L. Rattner
OFFICERS:	President & Chief Executive Officer, Scott E. State Vice President & Chief Financial Officer, Jeffrey P. Adix Assistant Secretary, Glenn M. Shor Assistant Secretary, David L. Rattner Assistant Secretary, David F. Thomas

NAME:	NorthStar Group Services, Inc.
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	Seven Penn Plaza 370 7th Avenue, Suite 1803 New York, NY 10001
DIRECTORS:	C. Alexander Harman, Chairman Glenn M. Shor David Thomas Scott E. State Alan Cook* Michael Bayer David Ashcraft Donald Glickman
OFFICERS:	Chief Executive Officer, Scott E. State Vice President & Chief Operating Officer, John M. Leonard Vice President, Chief Financial Officer & Treasurer, Jeffrey P. Adix Vice President, General Counsel & Assistant Secretary, Gregory G. DiCarlo Vice President & Director of Health and Safety, Gary Thibodeaux Vice President, Kamal Sookram Secretary, David L. Rattner Assistant Secretary, Glenn M. Shor Assistant Secretary, David F. Thomas

* Citizen of the United Kingdom.

NAME:	Accelerated Decommissioning Partners, LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	17101 Preston Rd, Suite #115 Dallas, TX 75248
MANAGING MEMBERS:	NorthStar Group Services, Inc. Orano USA LLC
OFFICERS	Chief Executive Officer, Scott E. State Chief Nuclear Officer, Scott E. State Vice President, Billy E. Reid, Jr. Vice President, Sam Shakir Treasurer, Jeffrey P. Adix Asst. Treasurer, Paul Mifsud Secretary, Thomas Pennington

NAME:	ADP CR3, LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	17101 Preston Rd, Suite #115 Dallas, TX 75248
MANAGING MEMBER:	Accelerated Decommissioning Partners, LLC
OFFICERS	Chief Executive Officer, Scott E. State Chief Nuclear Officer, Scott E. State Vice President, Gregory G. DiCarlo Vice President, Billy E. Reid, Jr. Vice President, Sam Shakir Treasurer, Jeffrey P. Adix Asst. Treasurer, Paul Mifsud Secretary, Michael Woods

NAME:	ADP SF1, LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	17101 Preston Rd, Suite #115 Dallas, TX 75248
MANAGING MEMBER:	Accelerated Decommissioning Partners, LLC
OFFICERS	Chief Executive Officer, Scott E. State Chief Nuclear Officer, Scott E. State Vice President, Gregory G. DiCarlo Vice President, Billy E. Reid, Jr. Vice President, Sam Shakir Treasurer, Jeffrey P. Adix Asst. Treasurer, Paul Mifsud Secretary, Michael Woods

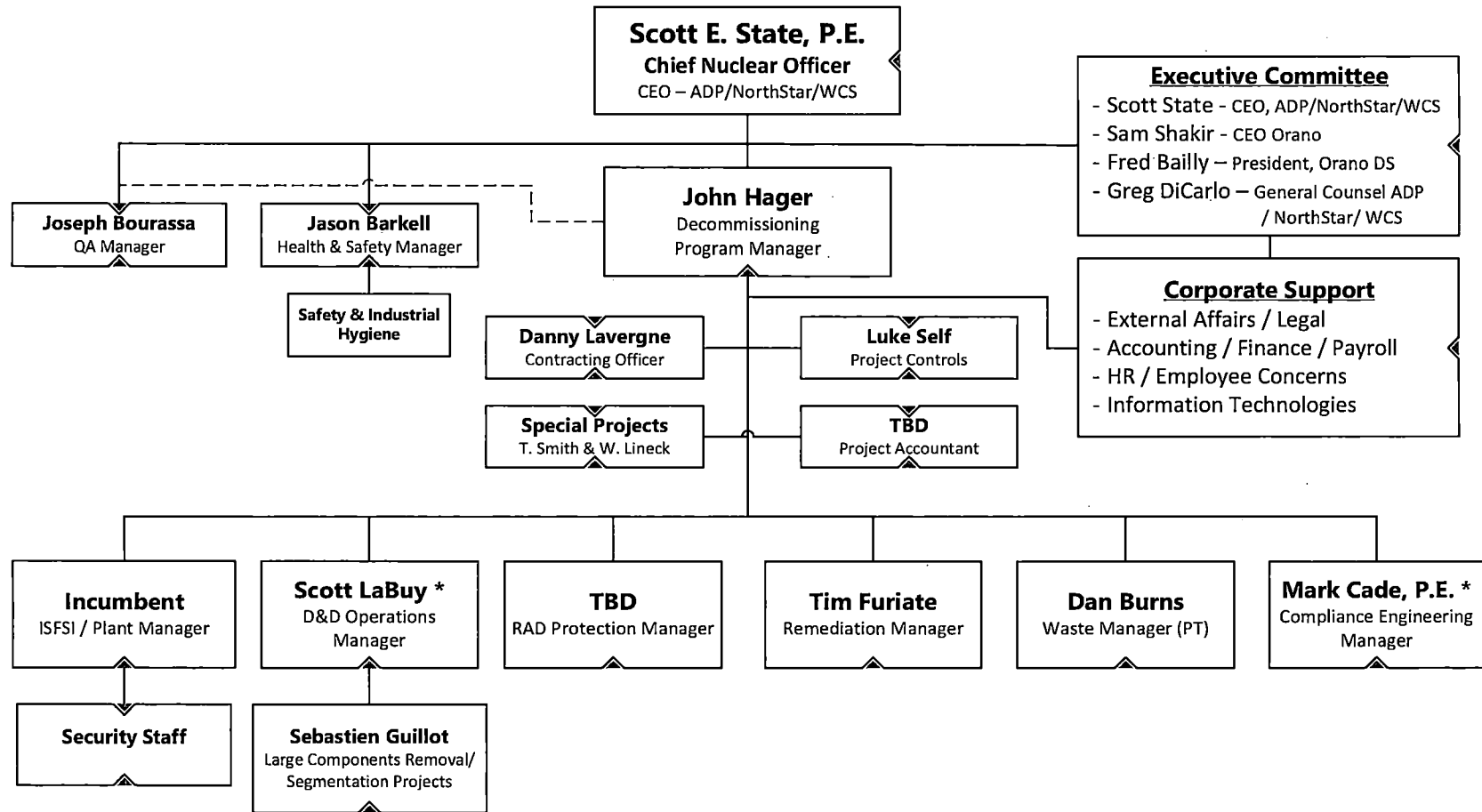
NAME:	Orano SA
PLACE OF INCORPORATION:	France
BUSINESS ADDRESS:	TOUR AREVA , 1 Place Jean MILLIER 92084 PARIS LA DEFENSE CEDEX France
DIRECTORS:	Philippe Varin (Chairman) Philippe KNOCHE Bruno VINCENT Reynold PREVOST de La BOUTETIERE Marie-Astrid RAVON-BERENGUER Marie-Solange François JACQ Maurice GOURDAULT-MONTAGNE Claude IMAUVEN Patrick PELATA Marie-Hélène SARTORIUS Catherine DEIANA Alexia DRAVET
EXECUTIVE PERSONNEL	Philippe Knoche, CEO

NAME:	Orano USA LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	1155 F. Street, NW Suite 800 Washington, DC 20004
MANAGING MEMBER:	Orano SA (sole member)
EXECUTIVE PERSONNEL	Sam Shakir, President & CEO Paul Mifsud, CFO Thomas Pennington, Secretary

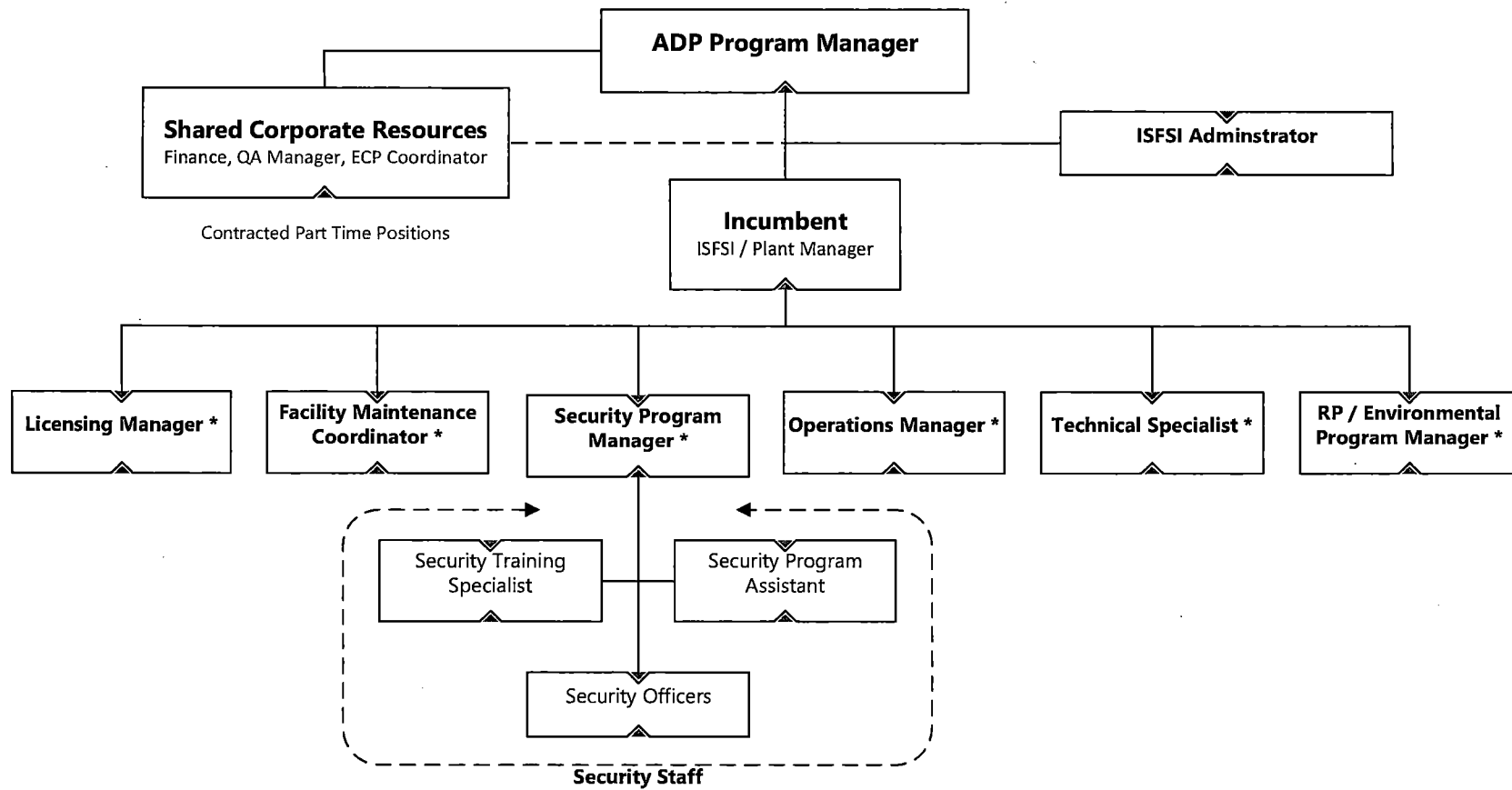
NAME:	Orano Decommissioning Holdings LLC
STATE OF FORMATION:	Delaware
BUSINESS ADDRESS:	1155 F. Street, NW Suite 800 Washington, DC 20004
MANAGING MEMBER:	Orano USA LLC (sole member)
EXECUTIVE PERSONNEL	Sam Shakir, President & CEO Paul Mifsud, CFO Thomas Pennington, Secretary

ENCLOSURE 3

**PLANNED ADP CR3
ORGANIZATION CHART
&
RESUMES OF KEY MANAGEMENT PERSONNEL**



* or Incumbent Staff



*** ADP plans to retain incumbent DEF ISFSI staff**

Resumes of Key Management Personnel

Executive Committee Members

Scott E. State, P.E.

CEO – ADP, ADP-CR3, NorthStar; WCS; CNO – ADP, ADP-CR3, NorthStar

CEO of two steadily growing and profitable facility and environmental services and radioactive waste disposal firms with over 4,000 employees. Extensive experience and strong educational background in technical management, strategic analysis and finance in a high growth environment. Successful 35-year management and business development track record in commercial and government programs both domestically and abroad.

Experience:

Mr. State is currently the CEO and CNO for both NorthStar Group Services and Waste Control Specialists (WCS). In this position, he directs all activities of both operations worldwide. Major activities include demolition, abatement and waste disposal for projects involving commercial and government facilities containing hazardous and radiological materials. He also provides direct oversight of all nuclear programs including decommissioning of nuclear facilities and remediation of DOE nuclear weapons sites.

From 2002 to 2010, he was CEO for US Development Group. Here, he served as Program Director for the remediation of the Sunflower Army Ammunition Plant. This project involved a cleanup of a 9,000-acre former Defense facility in Kansas. Oversaw project activities and provide leadership in dealing with technical and regulatory issues. He provided technical advice and management expertise to multiple remediation projects across the U.S. Assisted clients with making decisions on how to deal with environmental issues and structuring of insurance for transferring liabilities including development of the Zion nuclear power plant license transfer approach.

From 1993 to 2002 he was CEO and Chairman of the Board OF MACTEC, which he developed into a firm of about 4,000 staff providing environmental, nuclear waste management, engineering, and technical services to clients through a network of approximately 100 offices.

From 1991 to 1993 he managed Program Development at Dames & Moore (now AECOM) and prior to that he was project manager and various engineering positions for Siemens Corporation and various electric utilities. strategic planning.

Education:

Master of Engineering Management – Washington State University

Master of Engineering, Nuclear Engineering – Iowa State University

Bachelor of Science, Nuclear Engineering – Iowa State University

Licensed Professional Engineer

Sam Shakir

CEO – Orano

Sam Shakir is the President and Chief Executive Officer of Orano in the United States. Orano is a \$4.5 billion nuclear materials and technology company. The U.S. operation led by Shakir is headquartered in Washington, D.C., and represents 18% of the global revenue or \$800 million, with 700 employees in 10 locations around the United States

Experience:

Mr. Shakir has more than 25 years of experience in the nuclear and renewable energy sectors. He has held several senior leadership roles actively developing businesses, deploying new technologies, setting up partnerships, leading numerous power and fuel cycle projects in the United States, Europe, Asia, and South America, and arranging project financing for deals.

He started his career in nuclear power in 1991 in plant engineering with ABB in Chicago. From there he went on to support plant engineering at the Calvert Cliffs Nuclear Power Plant in Lusby, Maryland. In 1995 he joined Vectra Technologies to design and license the NUHOMS dry fuel storage system. When Orano predecessor company Cogema acquired the NUHOMS technology Mr. Shakir took on progressively higher responsibility within the company, became a Project Manager, then Director of Sales and Marketing, and Vice President of Strategy and Business Development helping Orano become a leader in spent fuel storage technology.

In 2007 Mr. Shakir led the development of a major program to license and build a uranium enrichment facility in the United States. In 2012, Mr. Shakir took over a leadership role in the Renewable business of then AREVA. The portfolio included offshore, Concentrated Solar, and Biomass generation projects in Europe, Asia South America. In 2016, Mr. Shakir took the leadership role for Orano in the US

Education:

MBA – Haas School of Business, UC Berkeley

Bachelor of Engineering – Concordia University, Canada

Frederic Bailly

President – Orano Decommissioning Services

Bailly is in charge of the Commercial Reactors Decontamination and Decommissioning (D&D) business of Orano USA. As member of the Executive Committee, he reports to the C.E.O. of Orano USA. He is also a member of the Executive Committee of the worldwide Decommissioning Services Business Unit of Orano. He served previously as Vice President for Integration and Strategic Development and coordinated the U.S. needs for the DOE NNSA project called MFFF. He coordinated with worldwide entities to bring best talents to support the U.S. DOE project at Savannah River Site, along with other projects such as M&O contracts.

Experience:

Bailly managed investments and projects for the La Hague recycling plant where he spent over six years. He started as test engineer and left the plant as production manager of a Plutonium facility.

In April of 2011, he was appointed to Japan after the Fukushima accident as the lead project manager to recover spent fuel and propose a site remediation plan. He assisted TEPCO and HITACHI over four intensive months, and summarized AREVA's recommendations through a detailed report to TEPCO in August 2011

2017-2018 – President, Orano Decommissioning Services.

Business consolidation and reporting, as well as project and offers performance related to Commercial Reactors Decontamination and Decommissioning (D&D), with direct access to international expertise of the Orano Group. Key consolidated projects include support to South California Edison (SONGS Site characterization, SONGS Engineering of Choice & Licensing Manager, Synchronous Condenser Area Radiological Characterization), and Vermont Yankee's segmentation, packaging, transportation of the reactor vessel and internals.

2015-2016 – Vice-President Back-End Operations, AREVA, Inc.

Business consolidation and reporting, as well as project and offers performance related to Commercial Reactors Decontamination and Decommissioning (Cristal River 3 ISFSI Construction via S.G.T.), and federal business related to used nuclear fuel and waste management, clean-up and closure, and MFFF. To support those two businesses in the U.S., working closely with the global organization to ensure both areas have access to the best technologies, resources, and experience available worldwide.

2014-2015 – Vice-President – Integration & Strategic Development, AREVA, Inc.

Coordinate and Implement due governance between AREVA Inc. entities and the Back-End Business Group (both AREVA Inc. and Global B.G.). Support and coordinate marketing and strategic actions towards the

U.S. Back-End customers. Propose integrated solutions for AREVA customers whether in the commercial or the federal sector. Support outreach/education efforts to key U.S. elected officials/policy-makers and state/local representatives regarding the benefits of a closed nuclear fuel cycle. Define and maintain the alignment of the French supporting entities with the U.S. Business Group decisions and implementation.

2011-2014 – Country Director U.S.A. - International Projects Business Unit, AREVA

Coordinate the U.S. needs for key expatriate knowledge necessary to the DOE NNSA project called MFFF, coordinate with worldwide entities to bring best talents to support the U.S. DOE project at Savannah River Site, along with other projects such as M&O contracts. Mr. Bailly contribute to the AREVA Backend strategy in the U.S., and coordinate with corporate finance and U.S. finance department, and participate to projects reviews or audits. Member of the executive committee of International Projects Business Unit.

2011 – FUKUSHIMA Spent Fuel Project Manager, AREVA (Paris, Tokyo)

In April of 2011, he was appointed to Japan after the Fukushima accident as the lead project manager to recover spent fuel and propose a Site Remediation Plan. He assisted TEPCO and HITACHI over four intensive months, and summarized AREVA's recommendations through a detailed report to TEPCO in August 2011.

2008-2014 – Project Manager, AREVA.

Project Manager for AREVA Next Generation Recycling Facilities

New Process project manager. Project Manager for a storage pool for EDF. Writing of a MOX fuel qualification plan in the U.S. NRC context for the U.S. DOE (coordinated with U.S., German and French AREVA fuel and codes and methods depts.). Coordination of AREVA studies in recycling activities in support of the U.S. DOE GNEP program.

2002-2007 – Manager, Spent Fuel Management Strategy, AREVA Inc.

Constructed the US strategy for Areva in the back-end of the fuel cycle with US and French entities. Participated in the decision-making team who identified Battelle as the most complementary partner for the Idaho National Laboratory bid. Constructed the business opportunity for the sale of French owned data for \$11.7M to the US DOE for Burnup Credit. In charge of strategy regarding the Dept of Energy's initiatives on Spent Fuel Management (DOE Transportation and DOE Advanced Fuel Cycle Initiative).

Created cooperation opportunities between the US and French governments on sensitive non-proliferation situations (through the US DOE, the US Dpt of State, the French Embassy in Washington, D.C. and the French Ministry of Foreign Affairs).

1996-2002 – Facility and Projects Manager, COGEMA LA HAGUE

Managed Plutonium Dissolving Unit and allocated budget. Managed the 2-year unit upgrade project including manufacturing, site integration, active glove box modifications, commissioning. Made presentation on unit upgrade and safety approach to the NRC. Obtained startup authorization from French nuclear safety authorities. Completed production forecast for 2001-2006.

Education:

Master's Degree in Science and General Engineering –Ecole Nationale Supérieure d'Arts et Metiers, Paris, France (current name: Arts-et- Metiers ParisTech)

Gregory G. DiCarlo

Vice President & General Counsel – ADP, ADP CR3, NorthStar, WCS

Gregory G. DiCarlo joined NorthStar in 2005 and has been General Counsel since 2010. Mr. DiCarlo is responsible for the management of all legal affairs of the company, including contracting, transactional matters and litigation. He and his staff provide daily support to the branch offices for all legal related matters and lead NorthStar's comprehensive risk management program.

Before joining NorthStar, Mr. DiCarlo worked as an engineer for an electrical contractor. After obtaining his law degree in 1996, he was an associate at a New York area construction law firm and in-house counsel for a national environmental engineering firm.

Mr. DiCarlo is admitted to practice law in New York and Connecticut.

Education:

Greg received a Bachelor of Science degree in Electrical Engineering from Northeastern University, in Boston and a JD from St. John's University School of Law, where he was Articles and Notes Editor for the *St. John's Law Review*.

ADP CR3, LLC Key Management Personnel

John A. Hager, PMP

Decommissioning Program Manager – ADP CR3, LLC

Results driven, hands-on senior program and project manager providing 40 years combined environmental restoration, nuclear construction / construction management, engineering and nuclear D&D experience, including 15 years' federal contract management, while working primarily in the US but also Eastern Europe and the UK. Experience includes recovery of troubled projects (both in the US and abroad), strategic planning and tactical execution, stakeholder alignment and management, and training / mentoring staff to achieve professional development

- Program / Project Management – Over 20 years' experience managing multi-faceted environmental, nuclear construction / construction management and D&D projects both in the US and abroad
- Environmental – Responsible for P&L of \$130M design-build, Brownfields redevelopment project to achieve closure of 400 acres of orphaned landfill
- Federal Government – 15 years' experience executing over \$500M of nuclear construction / construction management, environmental and D&D projects at Department of Energy (DOE) facilities across the US
- Project Recovery – Responsible for recovery of troubled projects in the US and abroad. In Ukraine, turned troubled project on the brink of termination to 50% growth in scope and value while positioning company for sole-source procurement of follow-on services

Experience:

NorthStar Contracting Group

January 2015 to Present

Project Manager / 270 Park Ave. Canopy & Planter Demolition, New York, NY (August 2018 to Present)

- Project Manager for first phase demolition project at JP Morgan Chase world headquarters in NYC.

Executive Oversight / CPS Headquarters Project Bravo, San Antonio, TX (March 2018 to August 2018)

- Oversight of commercial demolition project including an 11-story, 14-story and 3-story buildings.

Executive Oversight / Hurricane Maria Response Efforts, San Juan, Puerto Rico (October 2017 to March 2018)

- Oversight of three separate programs including approximately 65 projects related to clean up and recovery of damage from Hurricane Irma in St. Thomas / St. Croix and Hurricane Maria in Puerto Rico

Vice President & Construction Manager / NYS Governor's Office of Storm Recovery (GOSR) (January 2014 to October 2017)

- Procurement and program management services to NY State agency responsible for cleaning up the effects of Superstorm Sandy on Staten Island and Long Island, NY
- To date, have abated asbestos and demolished nearly 200 residential properties. Working procurement actions needed to abate and demolish approximately 200 additional properties within the coming 6 months.
- All work conducted within the regulations and requirements set out by NYC, NYS and Federal Government.

NorthStar Federal Services (Previously LVI Services, Inc.) May 2012 to January 2015

Project Manager / Buffalo Materials Research Center (BMRC) Demolition (June 2014 to January 2015)

- Managed asbestos abatement, utility disconnects and demolition of nuclear reactor and administration building at University at Buffalo (NY).
- Self-performed demolition of cast in place, reinforced concrete structures and containment building
- Implemented and maintain asbestos and radiological controls during the work to assure safety to workers and the public.

Project Director / UK Projects, Barking, Essex, UK (May 2013 to June 2014)

- Led collaborative efforts to establish policies and procedures needed to prepare joint American – British organization for future project execution under a Framework Agreement for demolition and decommissioning at Magnox nuclear power stations.
- Prepared and implemented strategic plan focusing on mission and values for developing and growing UK work to align with corporate expectations for revenue and profit generation.
- Established relationships with UK companies to branch out into additional areas of the UK nuclear decommissioning market.

Program Manager / Hanford 308A, 309 & 340 Vault Removal, Richland, WA (May 2012 to May 2013)

- Responsible Manager leading the development of work control documents for nuclear decommissioning and demolition operations associated with Department of Energy (DOE) facility. Oversaw implementation of work activities to assure compliance with approved work control documents and Owner program for integrated work control.
- Led engineering team in development of designs and transportation tie down calculations to stabilize, support and secure existing structures and loads in preparation for lifting and transport for disposal.
- Pursued opportunities for additional work relating to remediation, demolition and decommissioning. Led development of pricing and proposal development efforts.

AMEC Environment & Infrastructure

January 2012 to May 2012

Project Director, Alpharetta, GA

- Developed Brownfield redevelopment opportunities to increase growth of division of the company. Responsible for capture and execution of multiple Brownfields projects including a waste to solar project converting a former industrial waste disposal facility into a solar farm and cleanup / redevelopment of a former munitions manufacturing site.

MACTEC Development Corporation

November 2001 to January 2012

Vice President / Project Director, San Francisco, CA / Alpharetta, GA (October 2009 to January 2012)

- Developed business opportunities to increase growth of company. Led proposal efforts for a variety of radiological clean-up and commercial redevelopment projects at the former Hunters Point Naval Shipyard in San Francisco, CA.
- Developed and implemented more robust cost estimating and project (cost / schedule) controls systems for the company including the development of an earned value management system (EVMS) for an existing DOE contract.

Vice President / Project Director, Windsor, CT (May 2008 to October 2009)

- Assembled and led project team to complete the decommissioning of a former commercial nuclear fuel manufacturing facility for release from NRC license to allow for commercial redevelopment. Work included radiological decontamination and demolition of structures, removal of radiologically contaminated underground piping, removal of chemically and radiologically contaminated soils and remediation / restoration of contaminated wetlands areas. Led preparation of requisite plans, procedures and initial permitting (local, state and NRC), including preparation of a world-class health and safety program, continuing into project execution utilizing both direct hire and subcontractors.
- Developed programs for professional growth of project management personnel to assure adequate staff available to assume greater role in day to day operations as portfolio of projects is expanded.

Vice President / Project Director, Lyndhurst, NJ (November 2001 to May 2008)

- Responsible for managing a team of engineering and construction professionals engaged to execute a design-build contract worth over \$130,000,000 for remediation and closure of four orphaned landfills totaling nearly 500 acres. Worked closely with Client to define scope of work for landfill closure consistent with the future Client development in order to minimize environmental disruption during subsequent development. Led project team through project execution, assembly and defense of several major contract claims and ultimate project closeout.
- Established excellent health and safety culture on the project evidenced by successful work performance with no lost time injuries after three years of construction effort.

Washington Group International

February 1980 to November 2001

Package Manager, Kiev, Ukraine (March 1999 to November 2001)

- Led multi-national (American, British and Ukrainian companies) joint venture formed to implement the Chernobyl Shelter Implementation Plan (SIP) Early Biddable Package "A" for Civil Engineering works related to the Chernobyl Shelter. Work required geotechnical and structural investigations, 3D structural modeling and economic analysis, preparing technical recommendations, conceptual and detailed designs.
- Developed functional and operational requirements and strategy for selecting the new confinement structure for future Chernobyl Shelter operations. Contract volume was approximately \$17M over a three-year time span. Success of work earned company sole-source opportunity for future engineering design work.

Project Manager, Cleveland, Ohio (May 1997 to March 1999)

- Chernobyl Shelter Implementation Plan (SIP), Early Biddable Package "B" (Slavutich and Chernobyl, Ukraine). Task Leader responsible for leading multi-national staff to execute task for Industrial Safety, Fire Protection, Infrastructure and Access Control.
- Chernobyl Replacement Heat Plant (Slavutich and Chernobyl, Ukraine). Supported multi-discipline staff providing project management, cost estimating and field assessment support to Pacific Northwest National Laboratory in their execution of International Nuclear Safety Program (INSP) project for completing of construction of six-unit fossil fuel thermal plant.
- Developed project management plan used to guide Ukrainian construction management group responsible for day to day operations of the project.

Environmental / Construction Management Team Leader, Oak Ridge, TN (August 1996 to May 1997)

- Led environmental management efforts at the Portsmouth, Paducah and K-25 plants in Ohio, Kentucky and Tennessee respectively. Planned, organized and executed new project organization consistent with re-engineered corporate work delivery system to successfully execute environmental remediation and D&D projects. Managed multi-discipline staff of technical and professional personnel engaged in environmental restoration work at the sites.

Site Manager, Piketon, Ohio (January 1994 to August 1996)

- Led management of efforts at the DOE Portsmouth facility. Managed multi-discipline staff involved in the remediation of contaminated soils and groundwater.
- Integrated remediation activities with those of the plant facility manager to assure smooth turnover of the completed projects. Promoted small business interest in the area to achieve utilization of small business far exceeding corporate socio-economic goals.
- Worked with safety personnel to create and implement a targeted surveillance program used to focus resources to the most prevalent problem areas. Integrated this approach into the subcontractor safety operations to assure uniform concern and detection of safety related issues resulting in recordable injury (RI) and lost work day case (LWC) incidence rates consistently well below industry and corporate averages for similar work.

Operations Manager, Idaho Falls, ID (October 1993 to January 1994)

- Operations Manager for Environmental Restoration Program at the Idaho National Engineering Laboratory (INEL). Managed completion of remedial action projects including the construction of a groundwater treatment facility, a soil remediation project and an evaporation pond remediation.

Project Manager, Idaho Falls, ID (July 1992 to October 1993)

- Project Manager for construction of new nuclear fuel reprocessing plant at INEL. Managed multi-discipline staff of technical and professional personnel. Managed project through transition from construction to completion of "lay-up" of the facility including settlements of subcontracts that were terminated for convenience.

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Construction Manager, Idaho Falls, ID (November 1990 to July 1992)

- Managed Construction Engineers and Engineering Technicians responsible for technical oversight of work performed by fixed price subcontractors constructing new nuclear fuel processing facility. Work included managing modifications to radiological process systems (piping, vessels, pumps), remotely operable equipment and repairs to spent fuel storage pools

Senior / Staff Construction Engineer, Idaho Falls, ID (September 1983 to November 1988)

Field Engineer, Sikeston, MO and Las Vegas, NV (February 1980 to September 1983)

Trotter Associates Consulting Engineers January 1975 to February 1980

Education:

MBA – Baldwin -Wallace College

Bachelor of Technology – University of Idaho

Associate of Applied Science – Three Rivers Community College

Project Management Professional – PMP #5616

Scott LaBuy

D&D Operations Manager – ADP CR3, LLC

A multi-skilled Nuclear Engineer with diverse front-line experience in decommissioning research and test reactors and nuclear facilities, nuclear safety analysis, conduct of operations, project management, and applied engineering.

Experience:

2017-Present – Chief Nuclear Engineer, NorthStar Nuclear Decommissioning Company, LLC

Provide decommissioning proposal and project support.

2016-2017 – Consulting Engineer, Enercon Services

Prepared a Decommissioning Cost Estimate and provided decommissioning consulting to Eletrobras Brazil for the Angra Nuclear Plants.

2015-2016 – Consulting Engineer, AECOM (URS Prof Services) Provided consulting services to Portsmouth DUF6 facility and other projects. **2014-2015 – Project Manager, NorthStar Federal Services** Provided decommissioning proposal and project support. Awarded LBNL Old Town Demolition Project in Dec 2014; supported project planning and startup. Awarded the VA Blotcky Reactor D&D in April 2015; supported project planning and startup.

2004-2014 – Independent Consulting Engineer

Performed fixed price decommissioning project management, nuclear safety, and engineering for LVI/NorthStar, Enercon, RSI Environmental/ AECL, EODT, BNFL, and others. Provided proposal support consisting of strategy development, technical approach, bid estimates, and scheduling. Prepared over 100 decommissioning cost estimates for DOE, NRC, and International facilities. Project Manager of the following D&D Projects: University at Buffalo, University of Illinois, University of Arizona, and Y-12 Buildings 9769/9211. Performed decommissioning planning and project support at University of Washington, Brookhaven, ETTP, Vallecitos Nuclear Center, Global Nuclear Fuels Wilmington, Hematite, Humboldt Bay Nuclear Power Plant, and Honeywell Metropolis Plant.

2000-2004 – Project Manager, TPG Applied Technology

Prepared Nuclear Safety documentation and Accident Analyses in support of the Jacobs Engineering Group Fernald Silos project and for an ORNL High Rad tank project. Managed a one-year, fixed price ORNL underground storage tank remediation project to remotely remove sludge and grout 17 tanks.

1998-2000 – Project Manager, NSC Energy Services

Managed CP-5 Reactor Facility D&D operations. Performed extensive facility decontamination and systems removal. Managed D&D of the highly contaminated K-1420 Uranium Recovery and Decontamination Facility in Oak Ridge.

1993-1998 – Project Manager, Lockheed Martin Idaho Technologies

Planned and managed Decommissioning project operations. Characterized a pool- type reactor facility. Dismantled a highly contaminated containment and equipment that had been used for spent nuclear fuel research. Designed and fabricated a shielded shipping and storage drum for remote-handled TRU sources. Prepared detailed characterization and project plans for a complex spent nuclear fuel removal

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project. Characterized, planned, and managed the D&D of several systems and structures. Personally, awarded the coveted Lockheed "Top Performance Award", a top 1% award among 8000 employees.

1992-1993 – Design Engineer, Portland General Electric, Trojan Nuclear Plant

Performed mechanical design tasks for plant modifications. Managed, expedited, and directed preparation of a detailed construction package to modify the control room emergency ventilation system. The plant was permanently shut down in 1993.

1990-1992 – Systems Engineer, EG&G Idaho

Provided technical expertise to support the New Production Reactor design effort. Advised DOE on MHTGR reactor internals and emergency core cooling design factors. Analyzed nuclear fuel fabrication production options and the entire MHTGR fuel cycle. Prepared target irradiation and tritium extraction test plans and reports. The NPR program was terminated in 1992 after the end of the cold war and policy decision to dramatically reduce the nuclear weapons stockpile.

1987-1990 – Student, Research Assistant, HP Tech, Oregon State University

Performed transmutation Monte Carlo analyses, as a Research Assistant, for disposition of spent nuclear fuel. Employed as a health physics technician at the research reactor facility. Performed gamma spectroscopy analyses.

1980-1986 – Nuclear Plant Operator, Electrician, U.S. Navy

Qualified as Electrical Operator, Shutdown Reactor Operator, and Radiological Controls Worker. Supervised and trained personnel in the operation and maintenance of electrical power generation and distribution systems, submarine reactor and steam plant operations, and instrumentation and controls.

Education:

Bachelor of Science – Nuclear Engineering

– Oregon State University, Naval Nuclear Power School

Sebastien Guillot

Large Components Removal / Segmentation Projects – ADP CR3, LLC

23-year veteran of the nuclear industry in positions of increasing responsibility from project engineer to project manager, as well as plant operations and production manager. Experience in engineering activities include power and experimental reactor fuels, experimental reactor core and primary vessel structures, radioactive waste processing hot cell systems, and remote technologies for the cleanup and dismantling of highly contaminated nuclear facilities. Experience in operations includes test reactors, hot cells, laboratories, fuel manufacturing plants, and liquid waste storage tank farms.

Experience:

2017-today – Senior Principal Project Manager, Orano Decommissioning Services LLC – Vermont Yankee D&D

Segmentation, packaging, and shipment for disposal of the reactor pressure vessel and internal structures. Waste classification and packaging planning. Engineering, procurement, installation, and operations of the remote handled equipment implemented for the generation and shipment for disposal or on-site storage of Class A, B, C and GTCC waste.

2013-2017 – Principal Project Manager, AREVA Federal Services LLC, for Washington River Protection Solutions (WRPS), and the Department of Energy/Office of River Protection (DOE/ORP) - Hanford Double Shell Tank AY-102 Recovery

Removal of 750,000 gallons of radioactive chemical liquid and sludge waste from an underground storage tank in the Hanford 200 East AY Tank Farm. Conducted a team of up to 160 project managers, engineers and technicians, for the engineering, procurement, construction, commissioning, and operations of a first of a kind Double Shell Tank waste retrieval and transfer system. High stakes, high scrutiny, and fast paced \$124M project delivered ahead of schedule and under budget. Winner of the 2017 PMI Project of the Year Award.

2012-2013 – Project Manager, AREVA Federal Services LLC – DOE Gas Diffusion Enrichments Plants Nickel Refining

Project planning for the adaptation of an industrial metal refining process for the recycling of contaminated materials. Defined the regulatory framework, project execution plan, risk analysis, feasibility studies, and process performance demonstration tests.

2009-2012 – Project Manager, AREVA Federal Services LLC, for the Plateau Remediation Contract (CHPRC), and the Department of Energy/Richland Office (DOE/RL)

Hanford Plutonium Finishing Plant Cleanup and Closure: Project Planning for the deployment of a pressurized liquid nitrogen decontamination system for the cleanup of the Plutonium Reclamation Facility process canyon, and a remote investigation system for the facility ventilation exhaust plenum. Waste Encapsulation and Storage Facility Cleanup and Closure: Project strategic planning, cost and schedule estimating for the delivery of a dry storage system for the Cesium and Strontium capsules. Alpha Caissons Remote Handled Transuranic Waste Processing: Conceptual and preliminary design of a Mobile Hot Cell system for the retrieval and processing for shipment and disposal of remote handled transuranic waste. Coordinated the French and American design teams in the fields of mechanical

engineering, ventilation, electrical power supply, instrumentation and control, safety, and radioprotection.

2010-2011 – Project Manager, AREVA Federal Services LLC, for Washington River Protection Solutions (WRPS), and the Department of Energy/Office of River Protection (DOE/ORP) – Hanford Tank Waste Treatment.

Development of a chemical process to optimize waste treatment time and cost, based on alumina removal and Sodium Hydroxide regeneration by Lithium Hydrotalcite precipitation. Performed laboratory scale demonstration tests, prepared process flow sheets, performed a DOE type Technology Readiness Evaluation to support and plan further development work.

2003-2009 – AREVA Technicatome, for the French Atomic Energy Agency (CEA) – “Jules Horowitz” Material Testing Reactor.

Engineering Manager for the Core and Reactor Design (2005 to 2009): Coordinated a multi-disciplined team of 25 designers and engineers in the fields of mechanical, neutronics, thermo hydraulics, instrumentation and control engineering, safety analysis, reactor general layout and operations. Designed the core and in-pile section of the reactor, bearing the core, beryllium reflector, irradiation devices, core instrumentation, control rods, fuel assemblies, reactor pool equipment, primary and auxiliary cooling pipes. Managed the development and qualification programs of manufacturing processes with industrial suppliers, on prototypes of the project's most critical components: fuel assembly, control rods, primary vessel, and core structures.

Project Manager for the Development and Qualification of the Fuel Assembly (2003 to 2005): Developed the fuel assembly's design and qualification technical specifications (U3Si2 and U-Mo type fuels). Coordinated the design, prototype procurement, and qualification phases, with the different partners of the program:

- AREVA design team: mechanical engineering, safety, neutronic and thermos- hydraulic modelling.
- CEA laboratories: fuel and cladding material design, characterization, modelling, and testing.
- CERCA fuel manufacturer: manufacturing process qualification, mock-ups and prototypes development

Supported the Reduced Enrichment for Research and Test Reactors (RERTR) program with project management support on the “FUTURE” Uranium- Molybdenum fuel tests in the “BR2” reactor.

1995-2003 – AREVA Technicatome – Naval Reactors Fuel Manufacturing.

Production Manager and Plant Operations Deputy Manager (1996 to 2003): Managed a group of 60 fuel manufacturing engineers, technicians, and workers, for design, procurements, work planning, process development and qualification, fabrication, assembly and test, storage, and on-site delivery. Implemented a wide range of manufacturing techniques: metallurgy of powders, electron beam and TIG welding, hot isostatic pressing, thermal and chemical treatments, machining, assembling, metrology, on uranium, zirconium alloys, hafnium, and stainless-steel parts.

Process Engineer (1995): Developed and qualified enhanced manufacturing and control processes, updated the factory's operating, maintenance and test procedures, trained the workforce, reducing discard rates by a factor of four.

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Project Engineer (1994): AREVA Technicatome – “Charles de Gaulle” Nuclear Aircraft Carrier Project.

Assistant to the Project Manager for the preparation of contracts, technical and financial reporting. Project planning, project management and project controls procedures development.

Education:

MBA – Aix Marseille Graduate School of Management - University of Aix-Marseille, France

MScEng – Mechanical Engineering – "Ecole Nationale Supérieure des Arts et Métiers - ParisTech", France

Timothy J. Furiate, PMP, CHMM

Remediation Manager – ADP CR3, LLC

Senior Vice President – NorthStar Demolition & Remediation, L.P.

Mr. Furiate provides senior leadership in environmental and industrial construction projects. He has had full P&L responsibility for managing multiple service locations as well as customer relations, development of work scopes, estimates and schedules; oversight of financial and technical performance of project operations; interfacing with regulatory agencies and oversight and preparation proposals and detailed reports.

Mr. Furiate has managed numerous river restoration, civil construction, environmental, industrial service and maintenance projects at power plants, factories, steel mills, warehouses, chemical and petroleum facilities, and various state and federal remedial project sites.

Experience:

Executive Sponsor – FB Culley West Ash Pond Closure – Newburgh, Indiana, July 2018 – current, \$11.6m

Mr. Furiate is responsible for the byproduct handling and landfill services including all supervision, labor, and equipment to load, haul, spread, and compact all fixated scrubber sludge, fly ash from the pond. All material will be removed from its respective designated areas at the plant site to a designated landfill disposal site or beneficial reuse facility.

Executive Sponsor – Confidential Client, Indiana, October 2016 – March 2018, \$31m

Mr. Furiate was responsible for this project which included handling of over 250,000 cy of coal combustion residuals (CCR) prior to construction of three new cells. Residual materials were dewatered under a separate contract and were excavated and transported by NorthStar to an on-site landfill. More than 750,000 cy of structural fill was generated from an on-site borrow area and placed and compacted to create the cell floors and dikes. The three cells were then lined with a combination of geosynthetic clay liner (GCL), 60-mil HDPE liner, and a granular cover. The West Ditch, which conveyed process water to the South Settling Basin, was demolished and a new lined ditch was constructed.

Project Manager - East Side Remedial Components, Pfizer, North Haven, CT, September 2014 - May 2015

As the Project Manager for the remedial construction phase of this \$23 million design/build project, Mr. Furiate was responsible for the execution of all phases of construction of the East Side Remedial Components (ESRC). The project scope of work included installation of a 5,425 lf low-permeability hydraulic barrier wall with an average 22 foot depth, installation of groundwater extraction wells and conveyance piping with all associated instrumentation and controls, earthwork to establish subgrade elevations across this 30-acre site, installation of geosynthetics and soil capping systems, excavation of sediments in tidal areas including coffer dam installation, installation of site-wide ecological enhancements, and wetlands mitigation.

Operations/Project Manager - USDOE Weldon Spring, MO, February 1992 - June 1994

As Project Manager and Operations Manager for this \$20MM project Mr. Furiate was responsible for the execution of all operations to decontaminate and dismantle twelve buildings at the Weldon Spring Site Remedial Action Project. He was responsible for the review and approval of the required operational work

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plans, safe work plans and job safety analyses that were written by the project engineering staff. The project itself consisted of: asbestos abatement; structural stabilization of deteriorated buildings; decontamination of equipment, debris and building surfaces for uranium and thorium contamination; structural dismantlement of the decontaminated buildings and hauling all materials to the on-site Material Staging Area.

Project Manager – USDOE, Weldon Spring, MO, February 1992 - June 1994

Mr. Furiate was responsible for the construction of an \$8 million industrial waste water treatment system designed to treat site runoff and waste-waters at the USDOE WSSRAP dismantlement and storage site.

Project Manager – USACE, Napa, CA, June 2004 - February 2005, \$5.2MM

Mr. Furiate was responsible for estimating and management of this Napa river reconstruction project in downtown Napa. The project consisted of excavation and placement of over 300,000 cy of sediment and soil from flood control areas to reshape the flow of the Napa river. The project also included excavation and removal of 100,000 tons of environmentally sensitive materials that had to be segregated and removed without contaminating the Napa River. This required the installation of 1,000 feet of sheet pile to divert the river flow and excavation of sediment from within the contained area. This was a time sensitive project that was started 30 days late and was required to be completed prior to the summer tourist season. The project was completed ahead of schedule and under budget.

Project Director – USDOJ, Rock Creek Park, Washington, DC, June 2005 - September 2005, \$3.5MM

Mr. Furiate estimated and served as Project Director for this waterway restoration project. The project was restoration of Rock Creek and construction of a fish ladder in Rock Creek as part of an ongoing effort to reintroduce fish migration and spawning in Rock Creek Park, the first National Park in the US. The project consisted of removal of various man-made structures that prevented fish migration and construction of natural pools and structures that would allow fish to move upstream. The project covered a 3-mile section of Rock Creek. The project received many awards, local and national media attention and successfully reintroduced herring and shad to the river.

Project Manager – USACE, Taylor Creek, Okeechobee, FL, July 2004 - December 2004, \$2.8MM

Wetlands restoration and Phosphorus removal project for the US Corps of Engineers. The project consisted of removal of contaminated soil and construction of a series of banks, weirs and water control devices to divert water flow through constructed wetlands. The project was designed to remove high levels of phosphorous from runoff water through natural attenuation and bio-filtration. As part of this project Mr. Furiate's teams also constructed two new boat ramps, reshaped the banks of Taylor Creek and installed a monitoring and control station. This project was part of the overall Everglades Restoration Program and was completed on schedule with 0 accidents.

Project Manager - USEPA Commerce City, CO, February 1993 - September 1993

Mr. Furiate managed the remediation of the Woodbury Chemical Site, which required the selective excavation of pesticide contaminated soil. Mr. Furiate introduced a plan, which called for intensive sampling of the site to determine depths and areas for selective excavation vs. the original proposed plan of gross excavation across the entire site. These selective excavation procedures resulted in a reduction of disposal quantities well into the thousands of yards. This project was also recognized by William Reilly, EPA Administrator, for being "the picture of success for the Superfund Program". Mr. Furiate completed the project well ahead of schedule and saved the USEPA a significant amount of money due to the reduction in disposal costs.

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Project Manager – USACE, Stone & Webster, Baraboo Army Ammunition Plant, Baraboo, WI, September 1998 - June 2000, \$5.3MM

Excavation, transportation via rail and incineration of 6,000 cubic yards of DNT contaminated soil from this closed ammunition manufacturing plant. This highly hazardous project included excavation in sandy material to depths over 25' bgs and was completed with a perfect safety record.

Project Manager - Client Confidential, Meadowlands, NJ, March 2005 - September 2005, \$3.4MM

Wetlands Restoration project consisted of excavation of 61,000 cubic yards of material as part of wetlands restoration project in the Meadowlands. Mr. Furiate's team used 5 long stick excavators working from constructed mats to remove and construct the designed waterways and berms. Several Osprey towers will also be constructed along with planting designed vegetation for ongoing phytoremediation of heavy metals in impacted areas.

Project Manager - Confidential Client, Wayland, MI, August 2002 - December 2002, \$2.5MM

Construction of 12-acre landfill cap and leachate treatment system at the former Sunrise Landfill. Mr. Furiate estimated and served as Project Director for this landfill closure project. The project consisted of installation of a RCRA designed landfill cap and closure of the landfill. As a cost saving measure for the project Mr. Furiate negotiated the material rights to the neighboring farm and mined 100% of the necessary materials to construct the landfill cap. This saved importing over 150,000 tons of material and resulted in a significant schedule and cost savings for the project.

Project Manager - Buffalo Steel, Buffalo NY, October 1999 - December 1999, \$1.8MM

Responsible for the remediation of a 2,000-gallon coal tar spill in a canal off of Lake Erie. The coal tar was released from a tank and ran into the 25' deep canal where it spread into a 200' x 150' area. To affect the removal of the coal tar from the canal bottom, diving crews were used to selectively pump the pooled coal tar into onsite treatment and storage vessels. This work was all accomplished during January and February under severe weather conditions. By using these selective removal techniques instead of the originally planned dredging option Mr. Furiate was able to significantly reduce the amount of sediment that would have been removed and unnecessarily disposed. The selective removal also prevented the migration of the coal tar on the canal bottom making it much easier to ensure that all the spilled material had been recovered.

Project Manager - Confidential Client, Boca Raton, FL, November 2011 - December 2012, \$3.2MM

Mr. Furiate and his team were responsible for all site development activities for this multi-family residential construction project. The project consisted of excavation and removal of 150,000 cy of soil during construction of two onsite lakes; finish grading and placement of 200,000 sf of roads and parking area; prep and grade 20 building pads; installation of 5000 LF of drainage, 4,000 LF of sewer and 10,000 LF of water line. The contract also included installation of all surface finishing including roads, parking areas, curbs, sidewalks, and final grade. The project was completed on time and under budget with a perfect safety record.

Project Director - Dow Chemical, Sault Saint Marie, MI, January 2003 - June 2003, \$1.8MM

Mr. Furiate estimated and served as Project Director for the excavation, soil stabilization and replacement of 120,000 cy of soil and ash at this Dow facility. The project was required to be completed during the winter and early spring so significant amounts of snow were required to be managed as part of the construction activities making for less than ideal working conditions. The ash was extremely difficult to work with when wet as it became pasty and extremely slippery. The project was completed on time and within budget with zero accidents. Dow commended Mr. Furiate and his crew for their safe work practices

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and for completing an extremely difficult project that two other contractors had previously failed to complete.

Project Manager - Pittsburgh Airport, Pittsburgh, PA, 1998 – 2001, \$4.5MM

Excavation and remediation of 100,000 cy of hazardous materials during excavation of one million cubic yards of soil and waste from an abandoned landfill on airport property.

Project Manager - Broadway 101, Mesa, AZ, June 2003 - September 2005, \$9.5 MM

Mr. Furiate was responsible for estimating, contract negotiation, proposal presentation, and all construction activities for the dismantlement and demolition of this 1.5 million square foot former electronics manufacturing facility in Mesa, AZ. This project included demolition of the entire facility and excavation removal and regrading of all underground utilities. Mr. Furiate also oversaw the removal of all concrete slabs and brought in a concrete crushing operation to recycle over 200,000 tons of crushed concrete for sale to local contractors. The project also had a significant scrap and used equipment recovery program that yielded significant project margins.

Project Manager - U.S. NAVY Norfolk, VA, March 1985 - September 1985

Supervised crew of over thirty personnel at the naval rework facility after a fire in a transformer spread PCB contamination throughout several maintenance hangers. During the project it was necessary to decontaminate major components of the Navy's F-14 Tomcat. Due to the type of materials used in construction of the parts, it was necessary to develop a special decontamination procedure using a Freon pressure wash. Mr. Furiate was instrumental in developing, fabricating and implementing this system. Through this application we were able to decontaminate the majority of the parts and aircraft engines which would otherwise have not been salvageable, thus, saving the Navy in excess of \$100 million.

Project Manager - Toronto, Ontario, Canada, April 1986 - March 1987

Managed the facility decommissioning of a 40,000 S.F. battery manufacturing plant and excavation, transportation and disposal of 10,000 cy of contaminated soil. During the project Mr. Furiate was responsible for daily interface with the on-site consulting firm and weekly reporting to the client representatives. The project itself consisted of: asbestos abatement, facility decontamination for heavy metals, removal of product process equipment and piping and demolition of the remaining structure following verification analyses to prove the facility had been cleaned to the limits set by regulatory authorities. Mr. Furiate was also responsible for determining the proper amount of soil to be excavated and disposed in conjunction with the on-site consulting firm. By using a selective excavation method and determining in-situ levels of contamination the quantities of soil required to be disposed as RCRA hazardous were significantly reduced. This resulted in substantial client cost savings.

Project Manager - USEPA, Lancaster, PA, August 1985 - February 1986

Mr. Furiate was responsible for site operations at the USEPA Superfund site in Lancaster, Pa. The site was an abandoned plating facility in the middle of a residential neighborhood. Mr. Furiate's crews were able to remove over fifty vats full of cyanide and acid without any injury to crew or local residents. These materials were safely sampled, bulked, containerized and transported to an approved disposal facility within the time frame and budget set for the project. Once the hazardous materials had been removed the building was decontaminated and left for demolition as non-hazardous.

Project Manager - NJDEP, Newark, NJ, March 1984 - October 1984

Supervised crews in the removal of over 30,000 drums and containers stored in a warehouse at the Signal Trading site. These crews consisted of technicians, chemists, engineers, equipment operators and

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foreman. The project required samples be taken of each of the containers and on-site compatibility testing be done in a mobile laboratory. Once the testing had been done, the drums and containers were sorted and placed into compatible groups for disposal. Many of the containers contained shock sensitive, water reactive, air reactive or other pyrophoric/explosive materials. These materials were then repackaged or bulked together for proper shipping to the appropriate disposal facilities.

Project Manager - Greenfield, IN November 1984 - June 1985

Mr. Furiate managed the design, mobilization, setup and remediation of a project to remove buried laboratory chemicals and drums from a private landfill. Due to shock sensitivity and the possibility of releases of unknown materials during fires or chemical reactions it was necessary to develop a means to prevent any uncontrolled releases. Mr. Furiate designed a fume recovery and scrubber system that was mounted on a trackhoe and rock crushing unit. This system was used to capture smoke and gasses during the excavation process. Whenever a container caught fire or a reaction occurred the fume hood was placed over the area and the vapors being emitted were passed through a fire quench, demister and organic vapor cartridges to prevent release of hazardous materials to the atmosphere. Once the materials and soil were excavated it was necessary to pass it through a screen and rock crusher to ensure that all of the small vials had been broken and reacted. The crushing system was also equipped with a vapor recovery system. During the course of the project over 8,000 cubic yards of soil and 15,000 containers were excavated for subsequent disposal. The project was completed ahead of schedule and without a single safety incident.

Project Manager - Unocal, Franklin, OH / Wapakoneta, OH

Managed a team of geologists, engineers, scientists and operations personnel to install in-situ bioremediation systems at two sites to treat soil and groundwater contaminated with diesel fuel. The systems required that a series of french drains be installed for collection of contaminated water. The collected water was then transferred to an on-site treatment system that was designed and constructed by Mr. Furiate's crew. The system treated the water to remove the petroleum contaminants and also add nutrients to the treated water so that it could be injected back into the soil. The treated water was injected back through another series of trenches and injection wells to enhance the naturally occurring micro-organisms and to flush out petroleum product trapped in the soil. The completed treatment systems were recognized by the Ohio EPA as "state of the art" and serve as models for other projects of a similar nature.

Project Manager - Former Mack Avenue Stamping Plant, Detroit, MI, September 1985 - March 1986

As project manager Mr. Furiate was responsible for the remediation and decontamination of this 1-mile long, four story high facility. The project consisted of removal of all asbestos containing materials (ACM), abatement of lead contaminated paint and decontamination of PCB's from all surfaces in the building. The project included onsite treatment of all the generated waste water.

Project Manager - Ashland Oil, New Philadelphia, OH

Mr. Furiate managed the emergency response of a 40,000-barrel crude oil spill on the Tuscarawas River. As the on-site manager during this event it was Mr. Furiate's responsibility to ensure that the crew of 45 response personnel were deployed in the correct areas to effectively capture the spilled oil with as little ecological damage as possible. The response included the use of mobile vacuum trucks and oil skimmers as well as the deployment of over 10,000 feet of oil containment boom. Mr. Furiate's crews successfully recovered over 90% of the spilled oil.

Project Manager - General Electric, (location confidential), \$3.1MM

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Removal, characterization and disposal of over 12,000 buried drums, excavation of 18,000 cubic yards of waste and replacing the waste in the landfill after the drums were removed; placement of an engineered cover system for final closure of the landfill.

Project Manager - Pittsburgh Airport, Pittsburgh, PA, \$2.2MM

Recovery and removal and construction of waste treatment facility for the treatment of spent de-icing fluid from the airport operation areas.

Project Manager - Flexsys America, L.P., Nitro, WV, \$1.4MM

Removal of resin sludge from two glass lined wastewater treatment tanks during a scheduled plant shut down. The schedule of the dismantlement, cleaning and reassembly of these tanks was on the critical path for the entire plant shut down. The project was completed two days early and with 0 safety incidents.

Project Manager - Flexsys America, L.P., Nitro, WV, \$1.1MM

Decontamination of a sulfur dioxide gas-holder during the plant annual shutdown. This highly hazardous project was completed on time and under budget with no H&S issues.

Project Manager- ALCOA, Cleveland, OH, \$3.4MM

Developed and implemented a program for management all of the site environmental work for a two-year period at this large manufacturing plant. This work included design and installation of a wastewater treatment system that allowed the plant to recycle millions of gallons of water from etch lines vs. discharge to the local POTW.

Education:

Bachelor of Science – Business Administration – Bob Jones University

Project Management Professional – PMP #315183

Certifications / Other

- Continuing Education, (Business Law and Technical Writing Courses), Baldwin Wallace University
- Certified Hazardous Material Manager (CHMM) 1990
- 40 Hour HAZWOPER Training (29 CFR 1910.120)
- 8-Hour Annual Refresher Training (29 CFR 1910.120)

Daniel D. Burns

Waste T&D Manager – ADP CR3, LLC
Senior Vice President – Waste Control Specialists

Dan has more than 30 years of diverse experience relating to project management, business, waste management, decontamination, operations, business development, regulatory compliance, and safety. Dan has provided senior leadership for waste packaging, transportation, and disposal services with WCS for the last 9 years. With a consistent focus on implementation and operations, Dan has a keen ability to identify opportunities, as well as weak links during the planning stages of tasks to assign the correct experts and resources to assure the success of projects.

He is a recognized expert in the area of material and waste management, with expertise in waste disposal as well as recycling and disposition of decommissioning and demolition materials. This expertise results in cost effective planning for the management of D&D materials and waste, based on a comprehensive understanding of the needs associated with residual radioactivity clearance, release criteria, decontamination techniques, cost of decontamination and waste management, industry capabilities, and the associated impacts to the overall objectives of remediation and D&D programs.

He is actively engaged nationally with both government and private industry concerning waste management programs and disposal.

Experience:

2009-Current – Senior Vice President, Waste Control Specialists, LLC

Provides senior leadership and business plans for all disposal, transportation and on customer site services. He directs business development, transportation services, and field services.

He designed and manages some of the unique services that WCS provides for packaging, transportation, processing and disposal. Dan defined organization and support groups for the startup of WCS operations and waste generator service.

2000-2009 – Waste Manager, EnergySolutions

Developed and directed Field Service group, which provided on-site waste management, packaging, and transportation. Worked with all levels within the generating organizations to assure effective waste disposal of waste and proactively develop new waste systems for disposal in a manner that optimizes the effective use of generator resources.

Worked closely with operational, technical and business development groups at EnergySolutions to assure effective and efficient waste management and administrative processes. Additionally, worked closely with core groups to enhance services and reduce cost of operations and administration.

1986-1996 – Waste Management Manager, Fernald Environmental Management Project

Managed the activities of 16 managers and supervisors, 15 technical personnel, and more than 100 labor employees. Defined the financial resources to meet short-term and long-term programmatic requirements and manage/report progress.

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Provided technical expertise necessary to assure application of sound technical, fiscal, quality, and regulatory principles to all radioactive (including thorium materials) and hazardous waste minimization, treatment, storage, and disposal activities (more than 1 million cubic feet).

Approved all operating procedures, changes-in-operations, plant test operations, compliance schedules, operating permits, and CERCLA-related documentation to ensure the proper technical and overall programmatic requirements are specified and that applicable requirements are met.

1985-1986 – Health Physic Instructor, Perry Nuclear Power Plant

Developed, delivered and administered all radiation safety training during the startup of Perry Nuclear Power Plant.

1979-1985 – MM1/ss ELT, U.S. Navy, USS Kamehameha SSBN 642

Operated and performed maintenance on nuclear propulsion mechanical systems of a nuclear submarine and a land-based nuclear training facility. Performed radiological surveys and chemical sampling in the engineering spaces during reactor refueling.

Education:

Mechanical Operator and Engineering Laboratory Technician – U.S. Naval Nuclear Power Program

Mark Cade, P.E.

Compliance Engineering Manager – ADP CR3, LLC

Mr. Cade has extensive experience with construction, field engineering structural modification/restoration and physical decommissioning of commercial and government nuclear facilities. Mr. Cade has supported site closure of nuclear facilities since 1982 serving in construction and project management roles at the following facilities: Beatty, Sheffield, Richland (US Ecology) LLRWDFs', Hanford, Fernald, Oak Ridge ETTP/ORNL, Paducah, Savannah River Site (DOE Site's); Milestone Units 1 & 3, Duane Arnold, D.C. Cook Unit 2, Plant Vogtle Units 3 & 4 (Commercial Nuclear Power Stations), Kingston and East Bend (Coal Fired Power Stations), and Tauk Sauk Pump/Storage Facility (Hydro Power Station).

Experience:

2002-2018 – Chief Engineer, Wood (formerly Amec Foster Wheeler, AMEC, MACTEC)

Division/Program engineering and quality management for the Construction and Remediation Group's major nuclear and hazardous (both government and commercial) restoration/remediation and/or decommissioning/demolition/disposal projects in North America, Africa and the South Pacific.

Relevant project responsibilities included:

- Emergency response and restoration Construction Project Engineer for utility's upper reservoir storage dam failure (1.3 billion gallons of water released in less than 8 minutes), affecting a State Park, National Forest and the utility's lower reservoir and pump station infrastructure, all below the failed dam.
- Emergency response and restoration Construction Engineer for utility's coal fly ash dewatering/storage impoundment structures failure (involving 5.3 million cubic yards of coal fly ash, almost half flowing into the Lake), affecting Watts Bar Lake (Clinch River), destroying/damaging dozens of private homes, and creating a dam across a tributary flowing into the Lake endangering additional homes and property with impounded runoff.
- Emergency response and restoration Construction Manager for utility's coal fly ash dewatering/storage impoundment structure's emanate failure, due to piping of impounded water around the outfall structure; with a direct release into the Ohio River.

2001-2002 – Project Engineer/Manager EnergySolutions (formerly Envirocare of Utah)

Relevant project responsibilities included:

- Technical lead for qualification effort of Class D intermodal style dismountable railroad open top waste shipping container, governed under 49CFR 173.410 and 173.411 (a) & (b) requirements as a D.O.T. IP-1 shipping container for radioactive waste.
- Management of over two-dozen lifts totaling more than 5,000 ton (ranging from 50 to 350-ton each) of oversize/weight LLRW commercial reactor decommissioned components' arriving at Envirocare's Clive, Utah facility by either railroad or specialty heavy hauling highway equipment.
- 1982-2001 – VP/Manager of Post Operation, US Ecology
- Responsible for the overall management of the Post Operations Program for facility closure activities of three (3) low-level radioactive disposal facility, five (5) hazardous chemical disposal facilities, all under various CERCLA RI/FS and/or RCRA CMS/CMI Court Approved Consent

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Agreements, for facilities at Sheffield, Illinois, Tyler Texas, Beatty Nevada, Richland Washington and Maxey Flats Kentucky.

- Relevant project responsibilities included:
- Quadrex Recycling Center (LLRW processing facility) clean-up, remediation and re-start. Processed more than 250,000-cf of radioactive material disposal in 87-day period and 231-LLRW shipments to Barnwell, SC.
- Trans-loading of Trojan Nuclear Power Plant's 1,100-ton intact reactor vessel for direct disposal in the Richland commercial low-level radioactive waste disposal facility (LLRWDF); the first commercial undertaking of its kind in the United States.

1973-1982 Laborer, Carpenter, Field Engineer, Cade Construction, Inc.

Craft work (while in school) and engineering responsibilities associated with highway and railroad construction and rehabilitation, included working with field procedures and methods of the contractor.

Education:

Master of Engineering – Civil Engineering – University of Louisville

Bachelor of Science – Civil Engineering – University of Louisville

Training – Registration/Certifications

- Professional Engineering License in Kentucky, Tennessee, Washington State, Ohio and Texas
- OSHA 40-hour HAZWOPER, 1990, current with 8-hour Refresher
- OSHA 10-hour Construction
- DOT Hazmat Employee Training per 49CFR171.8 and 172.702
- USDOE 10 CFR 830/414.1C & NQA-1 Quality Assurance Certificate

Joseph Bourassa

Quality Assurance Manager – ADP CR3, LLC

Mr. Bourassa has over 30 years of experience in the many aspects of nuclear facility construction, operation, assessment and decommissioning with concentrations in Senior Management, Project Management, Management Assessments, Radiological and Environmental Site Closure, Groundwater, Remediation, Radiation Protection Management, Spent Fuel Transfer and Fuel Storage Management, Quality Assurance/Quality Control, Contract Management and Oversight, Transition Management, Licensing, Environmental Compliance, Chemistry, Radioactive Waste Management, Outage Planning/Execution and Corrective Action Program Management. Professional experiences also included some international work as an Expert with the International Atomic Energy Agency (IAEA) for the Chernobyl Nuclear Power Plant decommissioning and International Standards development in the Training and Quality Assurance functional areas.

Experience:

2007 – Present NDJ Solutions, LLC

President and Technical Consultant – Oversight Committees, Assessments, Management and Technical Support Services

Mr. Bourassa has been performing consulting services for approximately eighteen (18) different companies in a variety of oversight, assessment, management, quality and technical services. Some of the specific areas of services have included participation on Oversight Committees, Senior Management consultation, Project Management, Radiological and Environmental Site Closure, Groundwater, Site Remediation, Radiation Protection, Spent Nuclear Fuel Management and Fuel Transfer/Independent Spent Fuel Storage Installation (ISFSI) Operations, Quality Assurance/Quality Control, Contract Management and Oversight, Transition Management, Licensing, Environmental Compliance, Radioactive Waste Management, Outage Management, Supplier Oversight, Independent Assessment and Corrective Action Program Implementation / Management. He has been a member of the Humboldt Bay Nuclear Power Plant Oversight Committee for Pacific Gas and Electric (PG&E) and the Station Review Committee for the Zion Station. Currently, Mr. Bourassa is the part-time Radiation Protection Manager and Quality Assurance Manager for Yankee Atomic Electric Co., Maine Yankee Atomic Power Co. and Connecticut Yankee Atomic Power Co. (The 3 Yankees) Dry Fuel Storage Facilities. He has also been providing transition and technical support services for Humboldt Bay, Zion, Vermont Yankee, Pilgrim Nuclear Power Station and James A. Fitzpatrick Nuclear Power Station.

2006 – 2007 Yankee Atomic Electric Company

Senior Site Manager – Director of Site Closure and Project Support and Environmental Compliance Officer

Responsible for the management of all site activities, including the completion of the technical and production schedule for remediation, final status survey and site closure activities at the Yankee Rowe Nuclear Power Plant. Primary functional areas of responsibility include Radiological and Environmental Site Closure, ISFSI Operations, Groundwater, Massachusetts Contingency Plan (MCP) implementation, decommissioning projects, Remediation, Radiation Protection, Radiological Effluent/Environmental Programs, Licensing, Final Status Survey, Chemistry, Program Transition and Simplification, Causal Evaluations, Quality Assurance and Environmental.

1999 - 2005 Connecticut Yankee Atomic Power Company

Senior Management and Technical Positions - Director of Nuclear Safety and Regulatory Affairs, Environmental Compliance Officer, Nuclear Safety Manager, Environmental Closure Manager, Integrated Site Closure Manager, Transition Manager, Safety Oversight Manager, Radiation Protection Manager (RPM) and Construction Oversight Manager

Responsible for and or involved with most aspects of decommissioning of the Yankee Rowe Nuclear Power Plant and the Haddam Neck Site. Activities performed included Senior Management responsibilities, Project Management, Radiological and Environmental Site Closure, RCRA Corrective Action Program, Groundwater, Radiation Protection Management, Spent Fuel Transfer and Management, Quality Assurance, Contract Management and Oversight, Transition Management, Licensing, Environmental Management, Causal Evaluations, Program/Procedure Development, Program Transition and Simplification, Chemistry, Radiological Effluent/Environmental Programs and Corrective Action Program Management.

1997 - 1999 Yankee Atomic Electric Company

Connecticut Yankee Decommissioning Quality Assurance Manager
Yankee Atomic Electric Company Quality Services Manager
Connecticut Yankee Quality Assessment Supervisor and Corrective Action Program Lead

Managed the development and implementation of the Connecticut Yankee Nuclear Power Station and Yankee Atomic Electric Company (YAEC) Quality Assurance (QA) And Corrective Action Programs in preparation for and during decommissioning. Trained and qualified individuals prior to them implementing quality related activities. Managed plant and external QA audits, surveillances and surveys and was responsible for the Quality Control Program. Served as a member of the Yankee and Connecticut Yankee Site Oversight Committees.

1989 - 1996 Yankee Atomic Electric Company

Senior Quality Assurance Engineer, ISO 14000 Project Manager, Quality Assurance Supervisor and Audit Team Leader

Supervised and implemented QA Audit Programs for several nuclear plants. Developed and implemented the Yankee Atomic Electric Company (YAEC) Environmental, Health and Safety Audit Program. Also, developed Yankee's ISO 14000 Environmental services and managed the overall project. Managed in-plant and external QA audits, assessments, surveillances and surveys. Developed Technical Support Accredited Training Program and an ISO 14000 Lead Auditor Training Course.

1985 - 1989 Vermont Yankee Nuclear Power Corporation

Senior Radiation Protection Technician, Senior Chemistry Technician and Junior Technician

Monitored plant chemistry to maintain the highest possible water quality, concentrating in pure water and radiochemistry. Implemented the Chemistry Department's QC and QA Programs and Vermont Yankee's Radiological and Non-Radiological Environmental Monitoring Programs.

Performed Radiation Protection activities in support of plant operations and outages. Calibrated and controlled instrumentation and radioactive material. Monitored plant radiological conditions. Wrote, reviewed, validated and maintained Radiation Protection procedures. Managed Contract Radiation Protection personnel. Implemented the Process Control Program and Radwaste Shipping activities.

Education:

Bachelor of Science – Chemistry and Geology – Keene State College

Training:

- Project Management, 2010 and 2005
- Root Cause Analysis Training, 2004 and 1990
- Contract Management, 2010 and 2003
- 10CFR50.59 Training, 1997, 1999 & 2001 (Current Qualifications)
- 10CFR72.48 Training, 2001 (Current Qualifications)
- Management Training Course, 1999
- SO 9000 and 14001 Course, 1994 & 1996
- Occupational Safety and Health Administration (OSHA) Voluntary Protection Course, 1994
- Radioactive Material Shipping Regulatory Awareness Training, 1989 & 1997
- Lead Auditor Certification Training, 1994 and 1989 (Current Qualifications)
- INPO Accredited Chemistry and Radiation Protection Training Program, 1986-1989
- Various other Environmental, Safety, Radiation Protection and Chemistry Courses, 1985-Present

Professional Affiliations / Certifications:

- International Atomic Energy Agency (IAEA) Expert to Chernobyl NPP (2006)
- International Atomic Energy Agency (IAEA) Expert for Decommissioning QA (2002)
- Pacific Gas and Electric (PG&E) Oversight Committee Member for HBPP (Previous)
- ANSI N45.2.23 QA Audit Team Leader Certification (Current)
- Nuclear Safety Assessment Board (NSAB) at Connecticut Yankee (Previous)
- Independent Review and Audit Committee (IRAC) at Yankee (Previous)
- National Registry of Radiation Protection Technologists (NRRPT) (Previous)
- Environmental Auditors Registration Association (EARA) (Previous)
- Registration Accreditation Board (RAB) (Previous)
- Environmental Assessment Association (Previous)
- ASQC Quality Auditor Certification (Previous)
- EARA Environmental Auditor Certification (Previous)
- Registration Accreditation Board (RAB) Quality Systems Lead Auditor (Previous)

Jason Barkell

Health & Safety Manager – ADP CR3, LLC

Over 17 years of experience on environmental and construction projects, which includes several major demolition and remediation projects, asbestos abatement, and chemistry/industrial hygiene analytical responsibilities. As a Safety Professional or Technician, responsibilities have included writing and implementing site-specific health and safety plans, including monitoring and instrumentation, respiratory protection, record keeping activities, general and heavy equipment safety, and on-site health and safety audits.

Experience:

2018 – Present EAST TENNESSEE TECHNOLOGY PARK (ETTP), DEPARTMENT OF ENERGY (DOE), Oak Ridge, TN

Senior Industrial Hygiene (IH) Technician

Provides day to day support for all operations at ETTP and Y-12. Utilizes a wide variety of real time instruments and NIOSH / EPA integrated sampling methodologies to assure compliance with established TLV's and PEL's, company procedures and DOE orders

2012 – 2017 SEPARATION PROCESS RESEARCH UNIT (SPRU) / KNOLLS ATOMIC POWER LAB (KAPL), DOE Niskayuna, NY

Field Safety Representative

Provided Health and Safety and IH oversight of all phases of high hazard D&D work at the SPRU facility. Responsible for training new IH and Safety Technicians. Oversaw procurement, tracking and implementation of all industrial hygiene equipment used on site. Prepared Fall Protection Hazard Evaluations. Selected PPE appropriate for the hazards (chemical, biological, etc.) of the task being performed. Prescribed respiratory protection in accordance with the applicable Industrial Hygiene Task Evaluation and evolution being performed. Provided oversight for Permit and Non-Permit Confined Space Entries. Responded to DOE concerns in a timely manner and ensure resolution. Coordinated with multiple departments (IH, Safety, Craft, Management and RadCon) to ensure safe and compliant field operations.

2012 DUF6 FACILITY, Piketon, OH

Health and Safety Technician

General health and safety over site in the day to day operation of the depleted uranium hexafluoride conversion process. The Depleted Uranium Hexafluoride (DUF6) facility processes DUF6 to yield uranium oxide and hydrofluoric acid (HF). Responsibilities included industrial hygiene monitoring activities for HF, confined spaces monitoring, noise evaluation, heat stress. Performed fall protection evaluations. Issued hot work permits. Prescribing PPE in accordance with current Health and Safety Plan (HASP) and Activity Hazard Analysis (AHAs). Issued respiratory protection for radiological and chemical hazards. Weekly, monthly and quarterly inspection of emergency equipment including potassium hydroxide (KOH) first aid kits, HF first aid kits, SCBAs and chemical spill control materials.

2010 - 2011 WEST VALLEY DEMONSTRATION PROJECT (DOE), Springville, NY
Master Health and Safety Technician

Supported decommissioning activities, general plant process activities, and sub-contractor activities such as geo-probe and membrane cap installation. Industrial hygiene responsibilities included noise monitoring, XRF and NIOSH lead monitoring, confined space monitoring, personal and area asbestos monitoring, passive badge and real time mercury monitoring. Reviewed work packages and approval of Industrial Work Permits (IWPs). Reviewed work activities to ensure protection from physical, biological, and chemical hazards.

2009 - 2010 LOS ALAMOS NATIONAL LABORATORY (DOE), Los Alamos, NM
Senior Health and Safety Specialist

Responsible for the simultaneous oversight of 2-3 large scale drilling operations running 24-hours a day, seven days a week, at the Los Alamos National Laboratory (LANL). Performed site evaluations for illumination, area noise, and dust. Performed daily site visits at all drill locations to verify compliance with OSHA and LANL regulations and procedures. Conducted personal monitoring including noise dosimetry, total and respirable dust, and welding by-product metals. Wrote Site Specific Health and Safety Plans (SSHASPs) with integrated Activity Hazard Analysis (AHAs) for all drilling operations. Provided health and safety support for multiple special projects including demolition and site characterization at LANL. Performed accident investigation and analysis to include review of operating procedures of subcontracted drilling personnel.

2008 - 2009 WEST VALLEY DEMONSTRATION PROJECT (DOE), Springville, NY
Master Health and Safety Technician

Monitored plant chemistry to maintain the highest possible water quality, concentrating in pure water. Employed as a Contracted Health and Safety Technician at the West Valley Demonstration decommissioning activities, general plant process activities, and sub-contractor activities such as geo-probe and membrane cap installation. Industrial hygiene responsibilities include noise monitoring, XRF and NIOSH lead monitoring, confined space monitoring, personal and area asbestos monitoring, passive badge and real time mercury monitoring. Review of work packages and approval of Industrial Work Permits (IWPs). Review of work activities to ensure protection from physical, biological, and chemical hazards.

2006 - 2008 MONTANA PREFERRED PROPERTIES, Missoula, MT
Realtor

Real estate sales.

2001 – 2006

WHITE KING LUCKY LASS ENVIRONMENTAL REMEDIATION PROJECT, Lakeview, OR
Health and Safety Officer/Radiation Safety Officer

This project included consolidation and capping of 700,000 cubic yards of uranium mine tailing, demolition of metal barges, and the construction of storm water drainage features. Responsibilities included writing HASP and Radiological Control Plan and implementation of these plans in accord with project specifics

HYLEBOS SHORELINE REMEDIATION, Tacoma, WA
Health and Safety Officer

This project included the upland portion of a large Superfund cleanup of a waterway in Tacoma and included the excavation of 34,000 cubic yards of shoreline bank material and 9,000 tons of intertidal material. The scope of work included repair and resurfacing of a dredged material storage area, demolition of piers and bank side concrete structures, and the removal of ACM impacted soils. The scope of work during the 2004 season included dredging 300,000 yards of contaminated sludges, transportation to shoreline offloading area, railroad car loading, and shipping by rail for disposal

ON-SITE CONTAINMENT FACILITY, Ruston, WA
Health and Safety Officer

Construction of an 8-acre RCRA containment facility. The overall project objective was to construct a large on-site containment facility for receipt of various wastes from prior smelter operations. The project consisted of clearing, grading, and debris removal; excavation of 90,000 cubic yards of native materials and placement of 400,000 tons of imported material; placement of a multi-layer combination lining system; installation of a leachate detection and collection system including pumps, piping, compressors, controls, vaults, and distribution system; placement of 240,000 cubic yards of source areas' wastes; and placement of a multi-layered engineering capping system comprised of low permeability clays, synthetic liners, and cover soils to produce a complete clean closure of the facility in 2002. Site controls include industrial hygiene monitoring, respiratory protection for remediation crews, and specialized medical monitoring. Conducted IH monitoring for heavy metals per NIOSH method 7300

ROCKY FLATS ENVIRONMENTAL TECHNOLOGY SITE, Golden, CO
Health and Safety Officer

Health and Safety Officer for Rocky Flats Environmental Restoration Contract. Managed on a daily basis 903Lip windblown contamination area and 903 pad tent operations. Project activities include excavation of 20,000 cubic yards of radioactive and VOC contaminated soils, repacking of high contamination soils in negative pressure tents, and waste preparation for offsite disposal. Site responsibilities included daily construction safety oversight, industrial hygiene and monitoring activities, daily and weekly safety audits. Industrial hygiene monitoring included use of PID for detection of VOCs

UNIVERSITY OF CALIFORNIA, BERKELEY, Richmond, CA
Health and Safety Officer

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This project involved numerous remedial action activities for the University of California's Richmond Field Station. Envirocon was contracted to provide site remediation and closure including mercury cinder stabilization, PCB contaminated soil removal, site restoration, utility construction, waste transportation and disposal, and sampling and analysis. Site controls included monitoring, respiratory protection for remediation crews, and specialized medical monitoring. Responsible for mercury monitoring per NIOSH method 6009, and PCB monitoring per NIOSH method 5503. Also conducted real time mercury vapor monitoring using Jerome mercury vapor monitor

ROCKY MOUNTAIN ARSENAL GB/VX/HD CHEMICAL WEAPONS PRODUCTION EQUIPMENT DEMILITARIZATION PROJECT, Commerce City, CO

Lead Health and Safety Officer

The project objective was to render useless and destroy eleven pieces of high technology GB/VX/HD Chemical Weapons Production Machinery and 26 drums of unspecified agent contaminated materials that were utilized during Chemical Weapons manufacturing. The 11 pieces of specialized high technology Chemical Weapons production machines were the last of their kind in possession by the United States Government. The approach for execution was to construct, implement, and operate a total Vapor Containment Structure facility including operation of all Chemical Nerve Agent Neutralization Processing Equipment, Safety Engineering Controls and Agent Monitoring Systems, an Operations Control Center facility, Personnel Decontamination Station, and a Chemical Agent Emergency. DEMIL activities included 100% Level A project, mechanical dismantlement, mechanical destruction, chemical nerve agent neutralization by means of hot sodium hydroxide submersion in large vessels followed by a hot water submersion rinse and Army documented XXX Certification performed in a vacuum sealed, air tight chamber verified with DAAMS Tubes. The byproduct, hydrolysate, is solidified with hot water in soil allowing for natural attenuation to recycle the final materials into fertilized soil response facility

ROCKY MOUNTAIN ARSENAL BUILDING DEMOLITION AND SOILS REMEDIATION PROJECT, Commerce City, CO

Lead Health and Safety Officer

The North Plants project included the demolition and disposal of 54 structures within the North Plants chemical agent production area. The scope included the excavation, transportation, and disposal of approximately 200,000 cubic yards of various contaminated soils. Approximately 7,200 linear feet of chemical sewer lines were also surgically removed in Level B PPE while conducting real-time monitoring for chemical warfare agents. Drum moving operations involving suspect contaminated (agent) materials were also successfully completed without incident. Performed daily dust monitoring using Data Ram data logging instruments

RAILS TO TRAILS PROJECT, Mullan to Plummer, ID Health and Safety Officer

Health and Safety Officer for the demolition and conversion of 72 miles of railroad track. The conversion includes construction of a recreational bicycle and hiking trail in Northern Idaho. This project included the demolition, removal and salvage of 64 miles of rail and ties, excavation and transportation to a repository of 110,000 cubic yards of contaminated rail bed material, installation of 59 culverts, erosion repair, riprap construction, precast concrete bridge construction, and backfill of 78,000 cubic yards of structural fill. The rail bed was ripped, compacted, and reconstructed using

Enclosure 3

over 120,000 cubic yards of crushed gravel. A 53-mile length of trail was paved with asphalt, with the remaining 19 miles being completed with crushed gravel. The work involved coordination with numerous agencies including EPA, Corps of Engineers, Idaho DEQ, Idaho Department of Parks and Recreation, IDOT, the Coeur d'Alene Indian tribe, and three county governments

ENERGY NORTHWEST/HANFORD PROJECT, Richland, WA Health and Safety Officer

Project included demolition, removal, and disposal of potentially radioactive HGP steam and condensate pipes, 2 steam mixing headers, 4 de-aerator tanks.

assemblies, associated gaskets and equipment in steam header vaults, etc.; non-radioactive supporting trestle, potable water tank and miscellaneous equipment in steam header vaults; plugging and backfill of steam drum pits. Work also included backfilling and compacting the steam manifold vaults to concrete curb level. The floor of each vault was broken sufficiently to assure that water will drain through the vault. Envirocon was given approximately two months of change order work including; excavation of settling ponds containing radioactively contaminated soils, decommissioning of 20,000-gallon UST, ACM removal and removal of PCB transformers and capacitors, clean-up of radioactively contaminated bone yard, pumping of 340,000 gallons of water from weir and cleaning of PCB and petroleum impacted concrete pads, sumps and floors.

2000 - 2001 ALLIED TECHNOLOGY GROUP, Richland, WA Contracted Satellite Laboratory Manager Mixed Waste Treatment Facility

Responsible oversight of lab design and construction, general lab set-up, instrumentation operation for process ventilation monitoring, building and facility inspections to ensure regulatory and permit compliance, customer service functions, oversight of drum inspection operations including health and safety and environmental compliance. Duties also included research and development, writing of SOPs and programs, and procurement of equipment and supplies.

1999 - 2000 SAFETY KLEEN, Clive, UT Laboratory Technician, TSD Chemist, Sample Management/Disposal Technician

Responsible for conducting "fingerprint" analysis of hazardous waste samples and entering results into company data base; mixing laboratory reagents; conducting weekly QA/QC, entering results into data base and printing reports; assisting quality control officer with quality control and laboratory compliance issues. Also responsible for all phases of sample management including, logging in samples, routing samples for offsite analysis per EPA waste codes, shipping and sample disposal. TSD Chemist (load controller), responsible for assigning treatment and/or disposal of 30-80 semi-truck loads of waste per day.

Education:

A.A.A, Environmental Sampling and Hazardous Materials Management Technology
– University of Montana College of Technology

Enclosure 3

Training:

- Current Asbestos Project Monitor and Inspector Certification (State of Tennessee)
- 40-Hour HAZWOPER
- 8-Hour Supervisor HAZWOPER
- Current Rad Worker II Certification
- NORM Radiation Safety Officer Training
- OSHA 500 Trainer Course
- Current Heart Saver AED (First Aid / CPR)
- Excavation Competent Person
- SCBA Training
- OHST Exam Preparation Course
- Level "A" Certification Interspiro HPS 30/100 Encapsulated Suit
- Chemical Agent Monitoring Training – SciTech Services
- Trelleborg HPS Type T, TU, TE and VPS Protective Products Technical Training
- U.S. Army Training in accordance with DA-PAM 385-61, AR 385-16, AR 50-6 and AR 40-8
- Certificate – Divers Institute of Technology, Seattle, WA

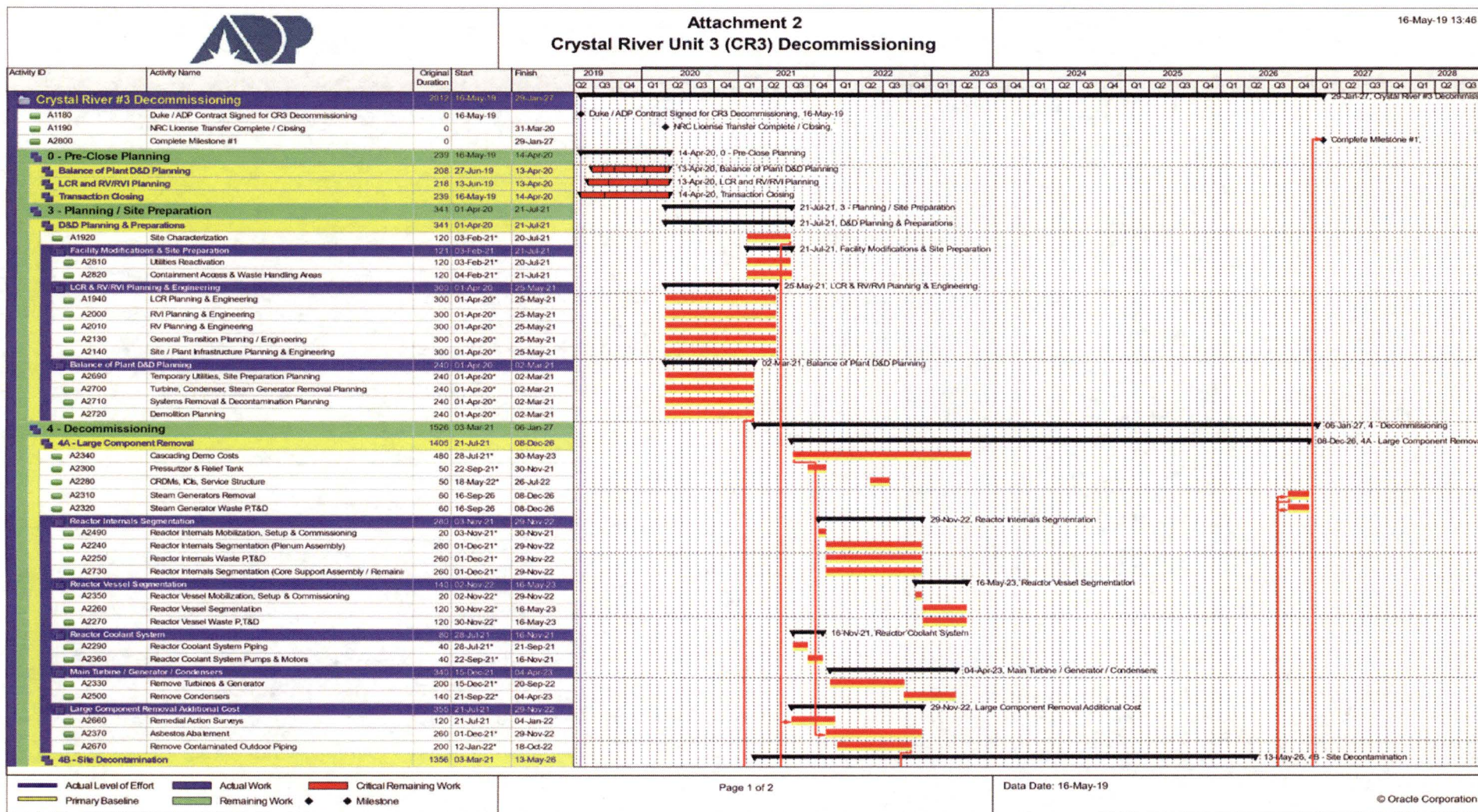
ENCLOSURE 4

SCHEDULE & FINANCIAL INFORMATION

FOR

DECOMMISSIONING

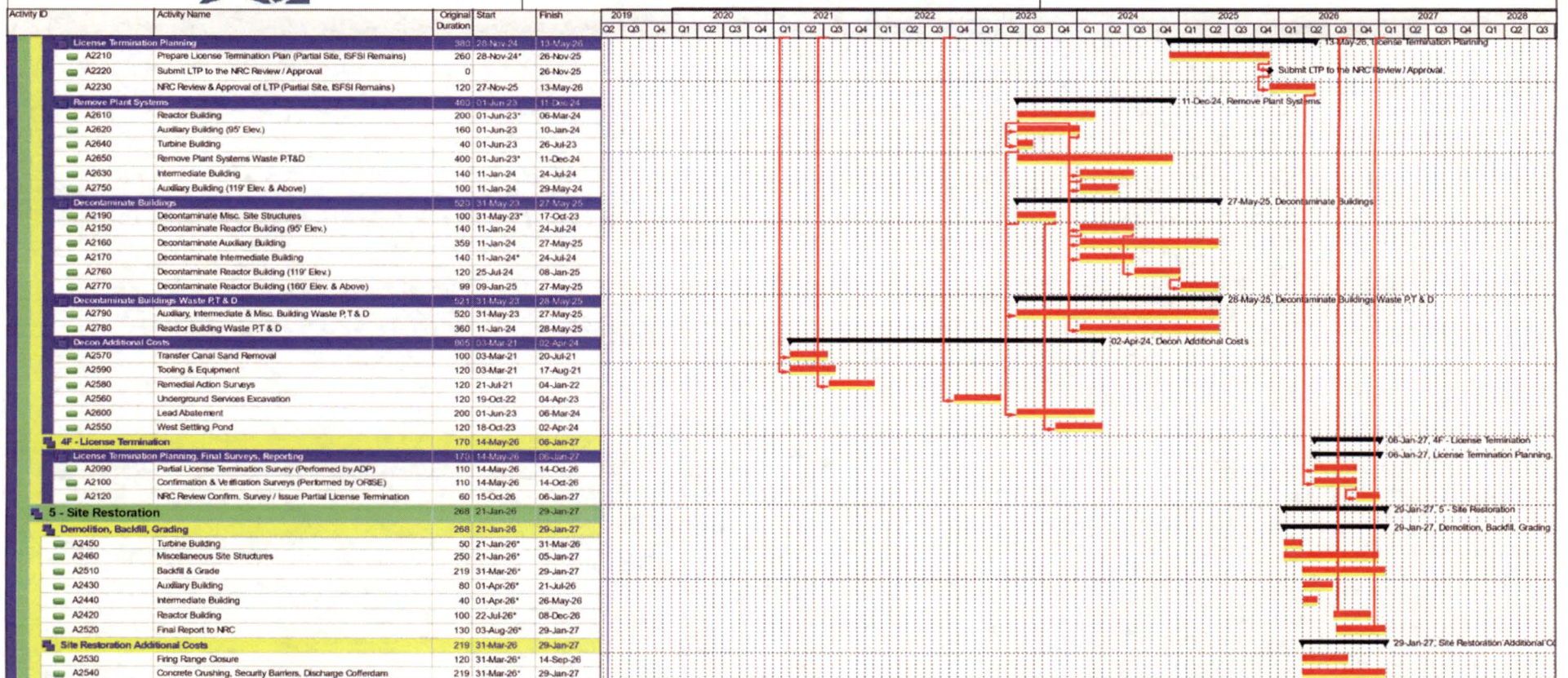
Crystal River Unit 3 Decommissioning Schedule





Attachment 2
Crystal River Unit 3 (CR3) Decommissioning

16-May-19 13:46



█ Actual Level of Effort
 █ Actual Work
 █ Critical Remaining Work
 Primary Baseline
 Remaining Work
 ◆ Milestone

Crystal River Unit 3 Decommissioning Cost Estimate Summary

<i>Thousands of Period of Performance Dollars</i>					
TOTAL ADP COSTS - POST-CLOSING (2020-2037)					
<i>(Includes ADP CR3 and SF1)</i>					
	2020-2026	2020-2026	2020-2026	2020-2037	
	License Termination (10 CFR 50.75)	Site Restoration (Non 10 CFR 50.75 Costs)	SubTotal	Spent Fuel Management (10 CFR 50.54(bb))	Total
Facility Management	\$76,056	\$8,149	\$84,204		\$84,204
Decontamination and Decommissioning	\$230,588	\$25,090	\$255,678	\$0	\$255,678
Large Component Removal	\$97,423		\$97,423	\$12,953	\$110,376
GTCC T&D			\$0	\$37,396	\$37,396
Project Management	\$95,844	\$6,852	\$102,696		\$102,696
ISFSI Decommissioning			\$0	\$5,407	\$5,407
Non-ISFSI O&M SubTotal	\$499,910	\$40,090	\$540,000	\$55,755	\$595,755
ISFSI Operations & Fuel Mgt. (2020 - 2037)				2020-2037	
Facility Management				\$207,846	\$207,846
ISFSI to DOE Fuel Loading				\$21,415	\$21,415
ISFSI O&M SubTotal	\$0	\$0	\$0	\$229,261	\$229,261
Total Decommissioning Costs	\$499,910	\$40,090	\$540,000	\$285,016	\$825,016

Crystal River Unit 3 Decommissioning Cost Estimate – Annualized Cost

Thousands of Period of Performance Dollars

	ANNUAL COST PROFILE (2020-2037)								
	(Includes ADP CR3 and SF1)								
	Total ADP Costs								
	2020	2021	2022	2023	2024	2025	2026	(11 years) 2027-2037	TOTAL
Facility Management	\$7,900	\$14,855	\$14,404	\$13,812	\$13,909	\$9,069	\$10,255		\$84,204
Decontamination and Decommissioning	\$23,606	\$69,299	\$27,852	\$24,579	\$69,448	\$22,529	\$18,365		\$255,678
Large Component Removal	\$0	\$6,789	\$66,136	\$11,946	\$12,551	\$0	\$0		\$97,423
Project Management	\$7,748	\$17,413	\$20,228	\$20,573	\$20,972	\$9,876	\$5,886		\$102,696
Non-ISFSI O&M SubTotal	\$39,254	\$108,356	\$128,620	\$70,909	\$116,880	\$41,474	\$34,506	\$0	\$540,000
<u>ISFSI Operations & Spent Fuel Mgt. (2020 - 2037)</u>									
Facility Management	\$7,820	\$7,976	\$8,136	\$8,298	\$8,464	\$8,634	\$8,806	\$149,712	\$207,846
GTCC Packaging, Transportation, Disposal			\$11,635	\$1,319				\$37,396	\$50,349
ISFSI to DOE Fuel Loading								\$21,415	\$21,415
ISFSI Decommissioning								\$5,407	\$5,407
ISFSI O&M SubTotal	\$7,820	\$7,976	\$19,770	\$9,617	\$8,464	\$8,634	\$8,806	\$213,929	\$285,016
Total Decommissioning Costs	\$47,074	\$116,332	\$148,390	\$80,526	\$125,345	\$50,108	\$43,313	\$213,929	\$825,016

ENCLOSURE 5

Fourth Amendment to Amended and Restated Nuclear Decommissioning Trust Agreement

DB2/ 35960542.7

Ex F - 7 .

FORM OF

**FOURTH AMENDMENT TO AMENDED AND RESTATED NUCLEAR
DECOMMISSIONING TRUST AGREEMENT BETWEEN DUKE ENERGY
FLORIDA, LLC AND THE BANK OF NEW YORK MELLON**

This Fourth Amendment to the Amended and Restated Nuclear Decommissioning Trust Agreement (this "Amendment") is entered into and made effective as of _____, 2020, by and between The Bank of New York Mellon, a New York state chartered bank (the "Trustee"), and Duke Energy Florida, LLC, a limited liability company organized under the laws of the State of Florida (formerly known as Duke Energy Florida, Inc. and Florida Power Corporation d/b/a Progress Energy Florida, Inc., the "Company").

WHEREAS, the Company and State Street Bank and Trust Company entered into the Amended and Restated Nuclear Decommissioning Trust Agreement dated May 1, 2008, as amended November 13, 2013, January 29, 2014 and December 31, 2015 (collectively, the "Original Agreement").

WHEREAS, pursuant to Section 3.08 of the Original Agreement and the amendment dated December 31, 2015, the Company removed State Street Bank and Trust Company and appointed the Trustee as successor Trustee.

WHEREAS, capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Original Agreement.

WHEREAS, the Company owns and is legally responsible for decommissioning the Crystal River Unit 3 Nuclear Generating Plant (the "Unit") and has entered into the Original Agreement to set aside funds for such purpose.

WHEREAS, to provide for decommissioning of the Unit, the Company has entered into a Decommissioning Services Agreement, dated May 29, 2019, to engage a contractor to perform activities necessary to decommission the Unit.

WHEREAS, the Company wishes to amend the Original Agreement pursuant to Section 4.02 to establish two subaccounts within the Qualified Trust Fund a decommissioning subaccount for the activities to be performed by the contractor pursuant to the Decommissioning Services Agreement and a reserve subaccount.

NOW THEREFORE, the Trustee and the Company hereby amend the Original Agreement as follows:

1. Section 1.01 is hereby amended to include the following at the end of Section 1.01:

“(a) There is established within the Qualified Trust Fund a subaccount to be known as the “IOI Decommissioning Subaccount.” From the existing Qualified Trust Fund, the amount of Five Hundred Forty Million Dollars (\$540,000,000) shall be segregated into the IOI Decommissioning Subaccount. In addition to the other limitations and purposes set forth in this Agreement, the funds in the IOI Decommissioning Subaccount shall be used