

exclusively to fund the performance of Contractor's obligations under the Decommissioning Services Agreement dated May 29, 2019 with respect to Decommissioning the Unit and achieving the ISFSI-Only Interim End-State Conditions set forth in the Decommissioning Services Agreement dated May 29, 2019.

b) There is established within the Qualified Trust Fund a subaccount to be known as the "Crystal River Reserve Decommissioning Subaccount." From the existing Qualified Trust Fund, any amounts not segregated into the IOI Decommissioning Subaccount shall be segregated in the Crystal River Reserve Decommissioning Subaccount to be used for the purposes set forth in this Agreement."

2. Except as expressly amended by this Amendment, all provisions, terms and conditions contained in the Original Agreement shall remain in full force and effect.
3. This Amendment shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
4. This Amendment and the Original Agreement constitute the entire agreement between the parties relating to the subject matter hereof. Any other prior agreements or negotiations between the parties with respect to the subject hereof are superseded.
5. This Amendment may be executed in several counterparts, and all such counterparts executed and delivered, each an original, shall constitute but one and the same instrument.
6. Each party represents and warrants to the other that it has full authority to enter into this Amendment upon the terms and conditions hereof and that the individual executing this Amendment on its behalf has the requisite authority to bind such party to this Amendment, and that the Amendment constitutes a binding obligation of such party enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar laws affecting creditors' rights generally and by general principles of equity.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hand and seals as of the day and year first above written.

DUKE ENERGY FLORIDA, LLC
(f/k/a Duke Energy Florida, Inc. and Florida
Power Corporation d/b/a Progress Energy
Florida, Inc.)

By: _____

Name: _____

Title: _____

THE BANK OF NEW YORK MELLON

By: _____

Name: _____

Title: _____

ENCLOSURE 6

FORM OF SUPPORT AGREEMENTS

BETWEEN

NORTHSTAR GROUP SERVICES, INC.

AND

ADP CR3, LLC & ADP SF1, LLC

and

ORANO USA, LLC

AND

ADP CR3, LLC & ADP SF1, LLC

and

ADP SF1, LLC

AND

ADP CR3, LLC

(non-proprietary version)

FORM OF SUPPORT AGREEMENT
BETWEEN
NORTHSTAR GROUP SERVICES, INC.
AND
ADP CR3, LLC AND ADP SF1, LLC

This Support Agreement (this "Agreement"), dated as of _____, 2020, is made by and between NorthStar Group Services, Inc., a Delaware corporation ("Parent"), and ADP CR3, LLC, a Delaware limited liability company ("ADP CR3"), and ADP SF1, LLC, a Delaware limited liability company ("ADP SF1," and together with ADP CR3, the "Subsidiaries"). Parent and Subsidiaries are referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Parent is an indirect owner of 75% of the outstanding interests in the Subsidiaries;

WHEREAS, ADP CR3 holds Renewed Facility Operating License No. DPR-72 ("NRC License") to possess, maintain and decommission the Crystal River 3 Nuclear Generating Station ("CR-3 Facility") located in Citrus County, Florida, including the independent spent fuel storage installation on the CR-3 Facility site (the "ISFSI");

WHEREAS, ADP SF1 is the owner of the ISFSI and its associated facilities, and it holds title to the spent nuclear fuel, high-level waste, and greater than Class C waste stored or to be stored in the ISFSI; and

WHEREAS, Parent and the Subsidiaries desire to take certain actions to assure the Subsidiaries' ability to pay the expenses of: (i) maintaining and decommissioning the CR-3 Facility and ISFSI safely; (ii) protecting the public health and safety; and (iii) meeting Nuclear Regulatory Commission ("NRC") requirements until the NRC License is terminated and site restoration under state-law requirements is complete (collectively, the "Decommissioning Costs").

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

1. *Availability of Funding; Use of Proceeds.* From time to time, upon request of the Subsidiaries, Parent shall provide or cause to be provided to the Subsidiaries such funds as the Subsidiaries determines to be necessary to pay the Decommissioning Costs; provided, however, in any event the aggregate amount which Parent is obligated to provide under this Agreement shall not exceed \$105 million.

2. *No Guarantee to Third Parties.* Without limiting the obligation set forth in paragraph 1, this Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by Parent shall be construed as, or deemed to constitute, a direct or indirect guarantee by Parent to any third party (other than the NRC) of the payment of the Decommissioning Costs or of any liability or obligation of any kind or character whatsoever of the Subsidiaries. This Agreement may, however, be relied upon by the NRC as a parental guarantee in determining the financial qualifications of the Subsidiaries to hold the NRC License, including funding the costs associated with the spent fuel management program and the completion of decommissioning.
3. *Waivers.* Parent hereby waives any failure or delay on the part of the Subsidiaries in asserting or enforcing any of its rights or in making any claims or demands hereunder.
4. *Amendments and Termination.* This Agreement may not be amended or modified at any time without 30 days' prior written notice to the NRC. This Agreement shall terminate at such time as the Parent or any affiliate is no longer a direct or indirect owner of any of the shares or other ownership interests in the Subsidiaries. This Agreement shall also terminate with respect to the Decommissioning Costs at such time as the NRC License is terminated for all areas of the CR-3 Facility site.
5. *Successors.* This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
6. *Third Parties.* Except as expressly provided in Sections 2 and 4 with respect to the NRC, this Agreement is not intended for the benefit of any person other than the Parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.
7. *Governing Law.* This Agreement shall be governed by the laws of the State of Delaware.
8. *Subsidiaries Covenants.* The Subsidiaries shall take no action to: (a) cause Parent, or its successors and assigns, to void, cancel or otherwise modify the \$105 million support commitment hereunder; (b) cause Parent to fail to perform its commitments hereunder; or (c) impair Parent's performance hereunder, or remove or interfere with the Subsidiaries' ability to draw upon Parent's commitment, in each case, without the prior written consent of the NRC's Director of the Office of Nuclear Material Safety and Safeguards. Further, the Subsidiaries shall inform the NRC in writing any time that either of the Subsidiaries draws upon the \$105 million commitment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NORTHSTAR GROUP SERVICES, INC.

By: _____

Name: _____

Title: _____

ADP CR3, LLC

By: _____

Name: _____

Title: _____

ADP SF1, LLC

By: _____

Name: _____

Title: _____

FORM OF SUPPORT AGREEMENT

BETWEEN

ORANO USA LLC

AND

ADP CR3, LLC AND ADP SF1, LLC

This Support Agreement (this "Agreement"), dated as of _____, 2020, is made by and between Orano USA LLC, a Delaware limited liability company ("Parent"), and ADP CR3, LLC, a Delaware limited liability company ("ADP CR3"), and ADP SF1, LLC, a Delaware limited liability company ("ADP SF1," and together with ADP CR3, the "Subsidiaries"). Parent and Subsidiaries are referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Parent is an indirect owner of 25% of the outstanding interests in the Subsidiaries;

WHEREAS, ADP CR3 holds Renewed Facility Operating License No. DPR-72 ("NRC License") to possess, use, maintain and decommission the Crystal River 3 Nuclear Generating Station ("CR-3 Facility") located in Citrus County, Florida, including the independent spent fuel storage installation on the CR-3 Facility site (the "ISFSI");

WHEREAS, ADP SF1 is the owner of the ISFSI and its associated facilities, and it holds title to the spent nuclear fuel, high-level waste, and greater than Class C waste stored or to be stored in the ISFSI; and

WHEREAS, Parent and the Subsidiaries desire to take certain actions to assure the Subsidiaries' ability to pay the expenses of: (i) maintaining and decommissioning the CR-3 Facility and ISFSI safely; (ii) protecting the public health and safety; and (iii) meeting Nuclear Regulatory Commission ("NRC") requirements until the NRC License is terminated and site restoration under state-law requirements is complete (collectively, the "Decommissioning Costs").

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

1. *Availability of Funding; Use of Proceeds.* From time to time, upon request of the Subsidiaries, Parent shall provide or cause to be provided to the Subsidiaries such funds as the Subsidiaries determines to be necessary to pay the Decommissioning Costs; provided, however, in any event the aggregate amount which Parent is obligated to provide under this Agreement shall not exceed \$35 million.

2. *No Guarantee to Third Parties.* Without limiting the obligation set forth in paragraph 1, this Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by Parent shall be construed as, or deemed to constitute, a direct or indirect guarantee by Parent to any third party (other than the NRC) of the payment of the Decommissioning Costs or of any liability or obligation of any kind or character whatsoever of the Subsidiaries. This Agreement may, however, be relied upon by the NRC as a parental guarantee in determining the financial qualifications of the Subsidiaries to hold the NRC License, including funding the costs associated with the spent fuel management program and the completion of decommissioning.
3. *Waivers.* Parent hereby waives any failure or delay on the part of the Subsidiaries in asserting or enforcing any of its rights or in making any claims or demands hereunder.
4. *Amendments and Termination.* This Agreement may not be amended or modified at any time without 30 days' prior written notice to the NRC. This Agreement shall terminate at such time as the Parent or any affiliate is no longer a direct or indirect owner of any of the shares or other ownership interests in the Subsidiaries. This Agreement shall also terminate with respect to the Decommissioning Costs at such time as the NRC License is terminated for all areas of the CR-3 Facility site.
5. *Successors.* This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
6. *Third Parties.* Except as expressly provided in Sections 2 and 4 with respect to the NRC, this Agreement is not intended for the benefit of any person other than the Parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.
7. *Governing Law.* This Agreement shall be governed by the laws of the State of Delaware.
8. *Subsidiaries Covenants.* The Subsidiaries shall take no action to: (a) cause Parent, or its successors and assigns, to void, cancel or otherwise modify the \$35 million support commitment hereunder; (b) cause Parent to fail to perform its commitments hereunder; or (c) impair Parent's performance hereunder, or remove or interfere with the Subsidiaries' ability to draw upon Parent's commitment, in each case, without the prior written consent of the NRC's Director of the Office of Nuclear Material Safety and Safeguards. Further, the Subsidiaries shall inform the NRC in writing any time that either of the Subsidiaries draws upon the \$35 million commitment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ORANO USA LLC

By: _____

Name: _____

Title: _____

ADP CR3, LLC

By: _____

Name: _____

Title: _____

ADP SF1, LLC

By: _____

Name: _____

Title: _____

FORM OF
SNF SERVICES AGREEMENT
BY AND BETWEEN
ADP CR3, LLC, as CONTRACTOR
AND
ADP SF1, LLC, as BUYER
Dated as of _____

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SNF SERVICES AGREEMENT

THIS SNF SERVICES AGREEMENT (this "Agreement"), dated as of _____, 2020, (the "Contract Date"), is entered into by and between ADP CR3, LLC, a Delaware limited liability company ("Contractor"), and ADP SF1, LLC, a Delaware limited liability company ("Buyer"). Contractor and Buyer are referred to individually herein from time to time as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Duke Energy Florida, LLC, a Florida limited liability company ("Company") owns the CR-3 Facility located in Citrus County, Florida, including the ISFSI on the Crystal River Site.

WHEREAS, the CR-3 Facility has been permanently shut down and is currently in SAFSTOR.

WHEREAS, Company, Contractor, and Buyer entered into a Decommissioning Services Agreement, dated as of May 29, 2019 (the "DSA"), pursuant to which Company has engaged Contractor to perform the activities necessary to decommission the CR-3 Facility, including the ISFSI.

Whereas, Company and Buyer entered into a Spent Nuclear Fuel Purchase and Sale Agreement (the "PSA") pursuant to which Company has sold to Buyer (a) all Spent Nuclear Fuel and HLW located at the CR-3 Facility, including Greater Than Class C waste from the CR-3 Facility as currently stored on the ISFSI, or otherwise located at the CR-Facility and to be stored on the ISFSI; (b) the storage canisters in which the Spent Nuclear Fuel and HLW is stored on the ISFSI; and (c) the ISFSI and certain related assets.

WHEREAS, under the PSA, Company assigned to Buyer Company's Spent Fuel Disposal Contract with the United States Department of Energy ("DOE"), including any and all claims thereunder from and after the closing of the PSA.

WHEREAS, Buyer desires for Contractor to perform certain services for Buyer in connection with Buyer's ownership and management of Spent Nuclear Fuel, HLW, and storage canisters, and the Decommissioning of the ISFSI and related facilities, as described herein.

WHEREAS, Contractor desires to perform such services for the compensation and on the terms and conditions as set forth herein.

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

**ARTICLE 1
DEFINITIONS**

Capitalized terms used and not defined in this Agreement shall have the meanings set forth in the DSA or the PSA, as applicable.

**ARTICLE 2
SCOPE OF SERVICES**

During the Term of this Agreement, Contractor will do and perform all activities necessary or desirable to (collectively, the "Services"):

(a) operate and maintain the ISFSI, and store, maintain, and manage the Spent Nuclear Fuel and HLW owned by Buyer and located on the ISFSI or otherwise at the CR-3 Facility, until the last of the Spent Nuclear Fuel and HLW owned by Buyer is removed from the Crystal River Site;

(b) package the Greater Than Class C Waste generated during the Decommissioning of the CR-3 Facility;

(c) when requested by Buyer and as permitted by Law, remove all Spent Nuclear Fuel and HLW owned by Buyer from the Crystal River Site and transfer such material to a storage or disposal site designated by Buyer; and

(d) once all Spent Nuclear Fuel, HLW, and Greater Than Class C Waste has been removed from Crystal River Site, complete Decommissioning of the ISFSI in accordance with the DSA.

**ARTICLE 3
CONTRACTOR PERFORMANCE REQUIREMENTS**

Contractor shall perform the Services in compliance with all applicable Laws and the requirements of the DSA and in conformance with Good Utility Practices. In connection with its performance of the Services, Contractor shall be responsible for:

(a) engaging and supervising all personnel required to perform the Services;

(b) negotiating, entering into, and administering, in Contractor's name, all contracts with third parties that are necessary or desirable for the performance of the Services;

(c) procuring and furnishing all materials, equipment, services, supplies and labor necessary or desirable to perform the Services and otherwise carry out its responsibilities hereunder;

(d) filing (and maintaining) all reports and filings required by Law with respect to the ISFSI, and the Spent Nuclear Fuel and HLW therein, and paying any fees in connection therewith;

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

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

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

**ARTICLE 4
BUYER RESPONSIBILITIES**

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

**ARTICLE 5
COMPENSATION**

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

(a)

[REDACTED]

(b)

[REDACTED]

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

**ARTICLE 6
TERM AND TERMINATION**

6.1 Term. The term of this Agreement (the "Term") shall commence on the Contract Date and, unless earlier terminated as provided in Section 25.1(a), shall expire upon the completion of all Services under this Agreement.

(a) Termination. This Agreement may not be terminated prior to completion of the Services without the prior written consent of Company, which consent may be granted or withheld in Company's sole discretion.

**ARTICLE 7
CONFIDENTIALITY**

Any information belonging to a Party hereto, which such Party designates as confidential or proprietary, shall not be disclosed to any other person or entity by the Party receiving such information, except to the extent that disclosure is necessary for the performance of this Agreement or the DSA, required by Law, or expressly permitted with the prior written consent of the disclosing Party. Notwithstanding anything to the contrary in the foregoing, in the case of any conflict between the provisions of this Article 7 and the confidentiality obligations of the Parties hereunder, and the confidentiality provisions of the DSA and the obligations of the Parties as parties to the DSA, the provisions of the DSA shall prevail.

**ARTICLE 8
AUDIT**

Buyer shall have the right to audit records of Contractor to verify Contractor's compliance with this Agreement, including the Charges hereunder, on such dates and times as Buyer may reasonably request. Buyer's auditors shall comply with Contractor's reasonable security requirements and conduct such audits in a manner designed to minimize disruption to Contractor's business. Notwithstanding the foregoing, if Company or its designee takes over Contractor in accordance with the DSA and Ancillary Agreements, or otherwise assumes this Agreement, Buyer's rights to audit records of Contractor shall be limited to verification of the Charges, and any third party auditors or representatives performing such audits shall, as a condition to receiving access to the relevant information, enter into a confidentiality agreement with Company or its designee on customary terms.

**ARTICLE 9
INSURANCE**

9.1 Contractor's Insurance. Contractor shall maintain the insurance coverages as required under the DSA, and shall obtain all named insured endorsements and waivers of subrogation and provide all written confirmations in accordance with Attachment 1.

9.2 Buyer's Insurance. Buyer shall maintain the insurance coverages as required under Attachment 2, and shall obtain all named insured endorsements and waivers of subrogation and provide all written confirmations in accordance with Attachment 2.

ARTICLE 10



ARTICLE 11
LIABILITY

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

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

ARTICLE 12
MISCELLANEOUS PROVISIONS

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

12.2 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of a Party 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.

12.3 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):

12.3.1 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: ssstate@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

12.3.2 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: sstate@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

12.4 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 neither 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. Notwithstanding anything to the contrary in the foregoing, Contractor may, in connection with the termination of the DSA in accordance with Article 15 thereof, assign this Agreement without consent of Buyer to Company or its designee, including by operation of law, subject to the agreement in writing of Company or such designee to assume Contractor's rights and obligations hereunder arising after such assignment.

12.5 Third Party Beneficiaries. Company and its successors and assigns are intended third party beneficiaries of this Agreement, and may enforce its rights under the provisions of this Agreement against Contractor and Buyer. Except for Company and its successors and assigns, this Agreement does not, and is not intended to, confer upon any other Person except the Parties any rights, interests, obligations or remedies hereunder.

12.6 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.

12.7 Entire Agreement. This Agreement, including the Attachments hereto, 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 communications between the Parties in connection with the negotiation and execution of this Agreement.

12.8 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.

12.9 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 either Party.

12.10 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.

12.11 Survival. Articles 7, 8, 10, 11 and 12, and any other provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement, will survive any termination or expiration of this Agreement and continue in full force and effect.

12.12 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.

{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.

CONTRACTOR:

ADP CR3, LLC

By: _____

Name: _____

Title: _____

BUYER:

ADP SF1, LLC

By: _____

Name: _____

Title: _____

DUKE ENERGY FLORIDA, LLC

**DOCKET NUMBER 50 – 302 / DOCKET NUMBER 72 – 1035
LICENSE NUMBER DPR-72**

ATTACHMENT 2

FACILITY OPERATING LICENSE (CHANGES)

CRYSTAL RIVER UNIT 3



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

ACCELERATED DECOMMISSIONING PARTNERS CR3, LLC

DUKE ENERGY FLORIDA, LLC

DOCKET NO. 50-302

CRYSTAL RIVER UNIT 3 NUCLEAR GENERATING PLANT

AMENDMENT TO FACILITY OPERATING LICENSE

Amendment No. **257258**

License No. DPR-72

1. The Nuclear Regulatory Commission (the Commission) having found that:
 - A. The application for amendment filed by ~~Florida Power Corporation~~ by **Duke Energy Florida, LLC (herein "DEF")** (the ~~owner~~ licensee), **dated June 14, 2019, as supplemented by letter dated December 9, 1976,** complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act) and the Commission's rules and regulations set forth in 10 CFR Chapter 1; **the NRC subsequently approved the transfer of licensed responsibility for the Crystal River Unit 3 Nuclear Generating Plant (herein "the facility" or "CR3") to Accelerated Decommissioning Partners CR3, LLC (herein "ADP CR3"), on xxx, xx, xxxx.**
 - B. Construction of ~~the Crystal River Unit 3 Nuclear Generating Plant~~ **CR3 (facility)** has been substantially completed in conformity with Provisional Construction Permit No. CPPR-51 and the application, as amended, the provisions of the Act and the rules and regulations of the Commission;
 - C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission;
 - D. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
 - E. **ADP CR3** ~~Duke Energy Florida, LLC~~ is technically qualified and financially qualified to engage in the activities authorized by this operating license in accordance with the rules and regulations of the Commission;

Facility Operating License No. DPR-72
Amendment No. **257258**

- F. ~~The licensee~~DEF has satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
 - G. The issuance of this operating license will not be inimical to the common defense and security or to the health and safety of the public;
 - H. ~~After weighing the environmental, economic, technical, and other benefits of the facility against environmental and other costs and considering available alternatives,~~ The issuance of Facility Operating License No. DPR-72 subject to the conditions for protection of the environment set forth herein is in accordance with 10 CFR Part 51, (formerly Appendix D to 10 CFR Part 50), of the Commission's regulations and all applicable requirements have been satisfied;
 - I. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Part 30, 40 and 70, including 10 CFR Sections 30.33, 40.32, 70.23 and 70.31.
2. Facility Operating License No. DPR-72, issued to the licensee, is hereby amended in its entirety to read as follows:
- A. This amended license applies to the Crystal River Unit 3 Nuclear Generating Plant, a pressurized water nuclear reactor and associated equipment (the facility), ~~which is possessed, maintained, and decommissioned by ADP CR3, and owned by Duke Energy Florida, LLC~~DEF, with the exception of the Independent Spent Fuel Storage Installation and its associated equipment, the special nuclear material configured as reactor fuel, high level and GTCC waste and the containers in which it is stored, which are owned but not possessed by Accelerated Decommissioning Partners SF1, LLC. The facility is located on the Gulf of Mexico, about seven and one-half miles northwest of the town of Crystal River, Citrus County, Florida, and is described in the ~~Final~~Defueled Safety Analysis Report" as supplemented and amended and the Environmental Report as supplemented and amended.
 - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
 - (1) ~~ADP CR3~~Duke Energy Florida, LLC, pursuant to Section 104b of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," to possess ~~maintain, and decommission and use~~ the facility at the designated location in accordance with the procedures and limitations set forth in this license;
 - (2) ~~The licensee to possess the facility at the designated location in Citrus County, Florida, in accordance with the procedures and limitations set forth in this license;~~DEF, pursuant to Section 104b of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," to possess the facility at the designated location in accordance with the procedures and limitations set forth in this license;
 - (3) ~~ADP CR3~~Duke Energy Florida, LLC, pursuant to the Act and 10 CFR Part 70, to possess at any time special nuclear material configured as reactor fuel, in accordance with the limitations for storage as described in the ~~Defueled~~Final Safety Analysis Report, as supplemented and amended;

Facility Operating License No. DPR-72
Amendment No. ~~257~~258

- (4) ~~ADP CR3 Duke Energy Florida, LLC~~, pursuant to the Act and 10 CFR Parts 30, 40 and 70 to possess at any time any byproduct, source and special nuclear material as sealed neutron sources used previously for reactor startup, as fission detectors, and sealed sources for reactor instrumentation and to possess and use at any time any byproduct, source, and special nuclear material as sealed sources for radiation monitoring equipment calibration in amounts as required;
- (5) ~~ADP CR3 Duke Energy Florida, LLC~~, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use in amounts as required any byproduct, source or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components;
- (6) ~~ADP CR3 Duke Energy Florida, LLC~~, pursuant to the Act and 10 CFR Parts 30 and 70, to possess, but not separate, such byproduct and special nuclear materials as ~~were~~~~may be~~ produced by the ~~prior~~ operation of the facility;
- (7) ~~ADP CR3 Duke Energy Florida, LLC~~, pursuant to the Act and 10 CFR Parts 30 and 70, to receive and possess, but not separate, that byproduct and special nuclear materials associated with four (4) fuel assemblies ~~which were previously irradiated in the Oconee Nuclear Station, Unit No. 1 (B&W Identification Numbers 1A-01, 04, 05 and 36 which were previously irradiated in the Oconee Nuclear Station, Unit No. 1) acquired by Florida Power Corporation~~^{***} from Duke Power Company for use as reactor fuel in the facility.

Added per
Amdt. 15,
7-24-78

C. This license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter I: Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Section 50.54 and 50.59 of Part 50, Section 70.32 of Part 70; and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

- (1) Deleted per Amendment No. 247
- (2) Technical Specifications

The Technical Specifications contained in Appendix A are hereby replaced with the Permanently Defueled Technical Specifications (PDTs). ~~ADP CR3 Duke Energy Florida, LLC~~ shall maintain the facility in accordance with the Permanently Defueled Technical Specifications, as revised through Amendment No. ~~255~~~~258~~.
- (3) Deleted per Amendment No. 247
- (4) Deleted per Amendment No. 20 dated 7-3-79
- (5) Deleted per Amendment No. 247

***On April 29, 2013, the name "Florida Power Corporation" was changed to "Duke Energy Florida, Inc." On August 1, 2015, Duke Energy Florida, Inc. converted to a limited liability company and the name was changed to "Duke Energy Florida, LLC."

Facility Operating License No. DPR-72
Amendment No. ~~257~~~~258~~

- (6) Deleted per Amendment No. 21, 7-3-79
- (7) Deleted per Amendment No. 247
- (8) Deleted per Amendment No. 247
- (9) Deleted per Amendment No. 247
- (10) Deleted per Amendment No. 247
- (11) Deleted per Amendment No. 247
- (12) Deleted per Amendment No. 237
- (13) Deleted per Amendment No. 229
- (14) Deleted per Amendment No. 255
- (15) Deleted per Amendment No. 247

D. Physical Security

The licensee shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to 10 CFR 72.212(b)(9) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21, is entitled: "Independent Spent Fuel Storage Installation Security Plan, Training and Qualification Plan, and Safeguards Contingency Plan", Revision 0, submitted by letter dated July 5, 2017.

E. Deleted per Amendment No. 247

F. In accordance with the requirement imposed by the October 8, 1976, order of the United States Court Appeals for the District of Columbia Circuit in Natural Resources Defense Council v. Nuclear Regulatory Commission, No. 74-1385 and 74-1586, that the Nuclear Regulatory Commission "shall make any licenses granted between July 21, 1976 and such time when the mandate is issued subject to the outcome of the proceedings herein," the license issued herein shall be subject to the outcome of such proceedings.

G. This amended license is effective as of the date of issuance. Facility Operating License No. DPR-72, as amended, shall expire at midnight, December 3, 2016.

} Amdt. #97
March 31, 1987

Duke Energy Florida, LLC submitted the 10 CFR 50.82(a)(1) notification to the Nuclear Regulatory Commission on February 20, 2013. Per 10 CFR 50.51(b), the Facility Operating License No DPR-72 continues in effect until the Commission notifies the licensee that the License has been terminated.

Facility Operating License No. DPR-72
Amendment No. ~~257~~258

FOR THE NUCLEAR REGULATORY COMMISSION

Original Signed by
Roger S. Boyd, Director
Division of Project Management
Office of Nuclear Reactor Regulation

Attachments:
Appendices A & B - Technical Specifications

Date of Issuance: Jan 28 1977

Facility Operating License No. DPR-72
Amendment No. 257258

DUKE ENERGY FLORIDA, LLC

**DOCKET NUMBER 50 – 302 / DOCKET NUMBER 72 – 1035
LICENSE NUMBER DPR-72**

ATTACHMENT 3

**FACILITY OPERATING LICENSE
(CLEAN PAGES)**

CRYSTAL RIVER UNIT 3



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

ACCELERATED DECOMMISSIONING PARTNERS CR3, LLC

DUKE ENERGY FLORIDA, LLC

DOCKET NO. 50-302

CRYSTAL RIVER UNIT 3 NUCLEAR GENERATING PLANT

AMENDMENT TO FACILITY OPERATING LICENSE

Amendment No. 258
License No. DPR-72

1. The Nuclear Regulatory Commission (the Commission) having found that:
 - A. The application for amendment by Duke Energy Florida, LLC (herein "DEF") (the owner), dated June 14, 2019, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act) and the Commission's rules and regulations set forth in 10 CFR Chapter 1; the NRC subsequently approved the transfer of licensed responsibility for the Crystal River Unit 3 Nuclear Generating Plant (herein "the facility" or "CR3") to Accelerated Decommissioning Partners CR3, LLC (herein "ADP CR3"), on xxx, xx, xxxx.
 - B. Construction of CR3 has been substantially completed in conformity with Provisional Construction Permit No. CPPR-51 and the application, as amended, the provisions of the Act and the rules and regulations of the Commission;
 - C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission;
 - D. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
 - E. ADP CR3 is technically qualified and financially qualified to engage in the activities authorized by this operating license in accordance with the rules and regulations of the Commission;
 - F. DEF has satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
 - G. The issuance of this operating license will not be inimical to the common defense and security or to the health and safety of the public;

Facility Operating License No. DPR-72
Amendment No. 258

- H. The issuance of Facility Operating License No. DPR-72 subject to the conditions for protection of the environment set forth herein is in accordance with 10 CFR Part 51, (formerly Appendix D to 10 CFR Part 50), of the Commission's regulations and all applicable requirements have been satisfied;
 - I. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Part 30, 40 and 70, including 10 CFR Sections 30.33, 40.32, 70.23 and 70.31.
2. Facility Operating License No. DPR-72, issued to the licensee, is hereby amended in its entirety to read as follows:
- A. This amended license applies to the Crystal River Unit 3 Nuclear Generating Plant, a pressurized water nuclear reactor and associated equipment (the facility), which is possessed, maintained, and decommissioned by ADP CR3, and owned by DEF, with the exception of the Independent Spent Fuel Storage Installation and its associated equipment, the special nuclear material configured as reactor fuel, high level and GTCC waste and the containers in which it is stored, which are owned but not possessed by Accelerated Decommissioning Partners SF1, LLC. The facility is located on the Gulf of Mexico, about seven and one-half miles northwest of the town of Crystal River, Citrus County, Florida, and is described in the "Defueled Safety Analysis Report" as supplemented and amended and the Environmental Report as supplemented and amended.
 - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
 - (1) ADP CR3, pursuant to Section 104b of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," to possess maintain, and decommission the facility at the designated location in accordance with the procedures and limitations set forth in this license;
 - (2) DEF, pursuant to Section 104b of the Act and 10 CFR Part 50, "Licensing of Production and Utilization Facilities," to possess the facility at the designated location in accordance with the procedures and limitations set forth in this license;
 - (3) ADP CR3, pursuant to the Act and 10 CFR Part 70, to possess at any time special nuclear material configured as reactor fuel, in accordance with the limitations for storage as described in the Defueled Safety Analysis Report, as supplemented and amended;
 - (4) ADP CR3, pursuant to the Act and 10 CFR Parts 30, 40 and 70 to possess at any time any byproduct, source and special nuclear material as sealed neutron sources used previously for reactor startup, as fission detectors, and sealed sources for reactor instrumentation and to possess and use at any time any byproduct, source, and special nuclear material as sealed sources for radiation monitoring equipment calibration in amounts as required;
 - (5) ADP CR3, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use in amounts as required any byproduct, source or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components;

Facility Operating License No. DPR-72
Amendment No. 258

- (6) ADP CR3, pursuant to the Act and 10 CFR Parts 30 and 70, to possess, but not separate, such byproduct and special nuclear materials as were produced by the prior operation of the facility;
- (7) ADP CR3, pursuant to the Act and 10 CFR Parts 30 and 70, to receive and possess, but not separate, that byproduct and special nuclear materials associated with four (4) fuel assemblies which were previously irradiated in the Oconee Nuclear Station, Unit No. 1 (B&W Identification Numbers 1A-01, 04, 05 and 36).

C. This license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter I: Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Section 50.54 and 50.59 of Part 50, Section 70.32 of Part 70; and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Deleted per Amendment No. 247

(2) Technical Specifications

The Technical Specifications contained in Appendix A are hereby replaced with the Permanently Defueled Technical Specifications (PDTs). ADP CR3 shall maintain the facility in accordance with the Permanently Defueled Technical Specifications, as revised through Amendment No.258.

(3) Deleted per Amendment No. 247

(4) Deleted per Amendment No. 20 dated 7-3-79

(5) Deleted per Amendment No. 247

(6) Deleted per Amendment No. 21, 7-3-79

(7) Deleted per Amendment No. 247

(8) Deleted per Amendment No. 247

(9) Deleted per Amendment No. 247

(10) Deleted per Amendment No. 247

(11) Deleted per Amendment No. 247

(12) Deleted per Amendment No. 237

(13) Deleted per Amendment No. 229

(14) Deleted per Amendment No. 255

(15) Deleted per Amendment No. 247

Facility Operating License No. DPR-72
Amendment No. 258

D. Physical Security

The licensee shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to 10 CFR 72.212(b)(9) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21, is entitled: "Independent Spent Fuel Storage Installation Security Plan, Training and Qualification Plan, and Safeguards Contingency Plan", Revision 0, submitted by letter dated July 5, 2017.

E. Deleted per Amendment No. 247

F. In accordance with the requirement imposed by the October 8, 1976, order of the United States Court Appeals for the District of Columbia Circuit in Natural Resources Defense Council v. Nuclear Regulatory Commission, No. 74-1385 and 74-1586, that the Nuclear Regulatory Commission "shall make any licenses granted between July 21, 1976 and such time when the mandate is issued subject to the outcome of the proceedings herein," the license issued herein shall be subject to the outcome of such proceedings.

G. This amended license is effective as of the date of issuance. Facility Operating License No. DPR-72, as amended, shall expire at midnight, December 3, 2016.

} Amdt. #97
March 31, 1987

DEF submitted the 10 CFR 50.82(a)(1) notification to the Nuclear Regulatory Commission on February 20, 2013. Per 10 CFR 50.51(b), the Facility Operating License No DPR-72 continues in effect until the Commission notifies the licensee that the License has been terminated.

FOR THE NUCLEAR REGULATORY COMMISSION

Original Signed by
Roger S. Boyd, Director
Division of Project Management
Office of Nuclear Reactor Regulation

Attachments:
Appendices A & B - Technical Specifications

Date of Issuance: Jan 28 1977

Facility Operating License No. DPR-72
Amendment No. 258

DUKE ENERGY FLORIDA, LLC

**DOCKET NUMBER 50 – 302 / DOCKET NUMBER 72 – 1035
LICENSE NUMBER DPR-72**

ATTACHMENT 4

NO SIGNIFICANT HAZARDS DETERMINATION

The proposed changes to the license are administrative in nature. The proposed changes add references in the license to ADP CR3, LLC.

In its regulations, at 10 CFR 2.1315, the Nuclear Regulatory Commission (NRC) has made a generic determination regarding no significant hazards consideration (NSHC) determinations required by 10 CFR 50.92. The determination is applicable to license amendments involving license transfers. In brief, the rule states that the NRC has determined that an amendment to the license of a utilization facility that does no more than conform the license to reflect the transfer action involves NSHC. The proposed changes contained in this license amendment application are intended solely to conform the CR-3 Operating License to reflect the change in ownership as a result of the license transfers and thus meet the criteria specified by 10 CFR 2.1315.