## **Crystal River Nuclear Plant Assets Auction Preview**

Sept. 22 and 23, 2014

Please precisely follow the directions below. If you have questions, contact Alex Dove at adove@hgpauction.com or call 650.759.9048.

### **Focus on SAFETY first**

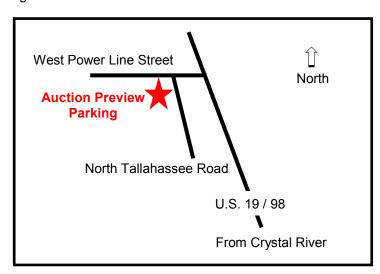
- The Crystal River Energy Complex is an active industrial site with ongoing operations and significant vehicle traffic. Though the warehouse areas where the preview will occur will have less exposure to hazards, please remain within the designated preview areas at all times.
- Slips, trips and falls are a leading cause of injuries. Be aware of your surroundings and watch your step.
- Avoid touching the assets. If you want to take a closer look at the asset or see it from a different viewpoint, ask a
  member of our auction team for help.

#### Identification

- Bring your driver's license. The information you provided on your preview registration paperwork must match the photo ID you provide security in the parking lot. A security officer may search any individual for any reason at any time without cause.

#### Where to park

- We have established a parking lot for the auction preview located on the left side (south) of Power Line Street, our main access road (see map below). Once on Power Line Street, turn left onto North Tallahassee Road. Follow the auction signs.



Once in the parking lot, security officers will verify your identity, then you will board a shuttle bus. The shuttle bus will bring you to the warehouses for the auction preview. The shuttle bus will run throughout the day for your convenience in arrival and departure.

#### **Attire**

- Participants must wear appropriate clothing. Please wear closed-toe, flat walking shoes. Work boots are
  preferred. Do not wear open-toe shoes, sandals, flip flops, high heels or ballet flats. Also do not wear skirts,
  capris, shorts or tank tops. Anyone wearing any of the prohibited items will not be granted access to the auction
  preview.
- Purses, backpacks and briefcases are not allowed. We suggest keeping these items in your car.

#### **Prohibited items**

- Weapons, firearms, ammunition, explosives, incendiary devices, alcoholic beverages, illegal drugs, drug paraphernalia, mace and pepper spray. Security officers may search any individual for any reason at any time without cause.
- Print and video cameras are not allowed. If you need photographs of any assets, ask a member of our auction team for help.

#### Other important details

- Smoking is allowed only in designated smoking areas.
- Please remain within the designated preview areas at all times. Security will escort you off-site if you do not.
- Security may search any individual for any reason at any time without cause.

# Crystal River Energy Complex Auction Preview Complex Access Form

Preview Date(s) Attending (check applicable dates):				
	☐ Sept. 22, 2014	☐ Sept. 23, 2014		
Participant Name (print):				
Complete Mailing Address:				
Email Address:				
Phone:				
Emergency Contact Person:				
Emergency Contact Phone:				
Relationship to Participant:				

Prior to being granted access to the complex, participants must sign the attached site access acknowledgment, waiver and indemnity agreement.

Participants must also wear appropriate clothing. Please wear closed-toe, flat walking shoes. Work boots are preferred. Do not wear open-toe shoes, sandals, flip flops, high heels or ballet flats. Also do not wear skirts, capris, shorts or tank tops. Anyone wearing any of the prohibited items will not be granted access to the auction preview.

Forms must be completed and submitted to David Barkoff no later than 3 p.m. Eastern Standard Time on Sept. 18, 2014. No exceptions.

Submit the forms using one of the below methods:

- Email: dbarkoff@hgpauction.com

Fax: 866.644.9908

Thank you.

### SITE ACCESS ACKNOWLEDGMENT, WAIVER, AND INDEMNITY AGREEMENT

1.	("Bidder") desires to inspect certain materials and/or equipment
	owned by Duke Energy Florida, Inc. ("DEF"), currently located at the Crystal River Unit 3 Nuclear
	Plant (the "Plant") near Crystal River, Florida, for purposes of participating in an auction. Bidder
	acknowledges, agrees and understands that there are certain risks and hazards associated with
	entering certain designated areas of the Plant that could result in injury to the Bidder or to others
	with the Bidder and there exists certain inherent risks that cannot be eliminated regardless of the
	care taken to avoid injuries. Bidder further acknowledges, agrees and understands it is not an
	employee of DEF and shall be considered an independent contractor and nothing in this
	Agreement shall operate to change or alter such relationship.

- 2. Bidder HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE DEF, its officers, affiliates, parent corporation, or any employees or agents, individually or in their official capacities (all for the purposes herein referred to as "Releasees"), from all losses, liabilities, claims, actions, damages, costs or expenses which Bidder or its heirs, assigns, executors, administrators or personal representatives may have against any of the Releasees, arising out of or in any way connected to the entry into the Plant or participation in the materials and/or equipment inspection activities, including bodily injury, death, or property damage suffered by the undersigned, during or after any entry upon the properties.
- 3. DEF makes no warranty or representation as to the condition of any of the materials and/or equipment, or any area in which the site inspection is to be performed. The inspection and any associated activities shall be performed at the sole risk and liability of the Bidder.
- 4. To the full extent permitted by law, Bidder shall indemnify, defend, and save harmless DEF from and against all liability, loss, costs, claims, damages, expenses, judgments, and awards including attorney's fees arising or claimed to have arisen or relating to access to the Plant or participation in the inspection activities.
- 5. This Agreement is to be interpreted in accordance with the laws of the State of Florida, notwithstanding any rules governing conflicts of law.

Bidder also agrees that this arrangement is mutually beneficial, and that there is adequate consideration for the agreements set forth herein. By signing below, each party represents that it has the right and authority to bind the party for which he or she is signing.

Duke Energy Business Services LLC, as agent for <b>Duke Energy Florida, Inc.</b>	Bidder	
Ву:	Ву:	
Name (print): Michael L. Taylor	Name (print):	
Title: Manager Nuclear Procurement	Title:	