

RELEASE AND INDEMNIFICATION AGREEMENT

Muskingum River Development, LLC (MRD) has hired the firm of Adamo Industrial Services (Adamo) to perform decommissioning and demolition work at the former Muskingum River Power Plant at 1501 Sparling Rd., Waterford, OH 45786, hereafter referred to as the complex. In preparation for dismantlement and as part of this project Adamo will sell certain equipment located at the complex. MDR and Adamo may request right-of-entry for any and all bidders or potential purchasers for the purposes of selling and removing certain assets. Any assets not sold prior to demolition are the property of Adamo.

For the purposes of this document, "Participant" shall mean any successful bidder / potential purchaser other than employees of Adamo acting on behalf of MDR and any person entering the complex for the purpose of examining, purchasing or removing purchased assets. Each Participant must execute this Agreement prior to entering the complex for purposes of removal of equipment purchased from Adamo. By executing this Agreement, each Participant agrees and acknowledges that this Agreement is binding upon each of them, as well as the Participant's, employees, associates, agents, heirs, personal representatives, successors and assigns.

Each Participant represents they have experience in removal of heavy equipment or intend on hiring experienced and licensed contractors. Participants further represent that they will supply all necessary equipment to safely remove items purchased including, but not limited to, helmets, safety harnesses, hydraulic or scissor lifts, scaffolding and appropriate safety footwear. All safety equipment must be in good repair and in the case of lifts have a current safety inspection. Adamo personnel will in no way assist in the removal of equipment.

Each Participant will release, hold harmless and defend MDR and Adamo for any damage they may cause and for any injury (physical or otherwise) that may occur to any of them. By execution of this Agreement, each Participant jointly and severally agrees as follows:

(1) Each Participant's representative is voluntarily entering the complex solely for the purposes of inspection of equipment for sale and/or removal of equipment purchased from Adamo and does so at their own risk.

(2) EACH PARTICIPANT HEREBY WAIVES, DISCHARGES AND FOREVER RELEASES MUSKINGUM RIVER DEVELOPMENT, LLC, ADAMO INDUSTRIAL SERVICES, ADC, INC., ADAMO GROUP INC., AND EACH OF THEIR OFFICERS, OWNERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION ANY PARTICIPANT MAY HAVE OR ACQUIRE ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE AT ANY TIME UP THROUGH AND INCLUDING THE DATE PARTICIPANT REMOVES THE EQUIPMENT AGAINST MUSKINGUM RIVER DEVELOPMENT, LLC, ADAMO INDUSTRIAL SERVICES, ADC, INC., ADAMO GROUP INC., THEIR OFFICERS, OWNERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS.

(3) Each participant agrees to indemnify, defend and hold harmless Muskingum River Development, LLC, Adamo Industrial Services, ADC, Inc. and Adamo Group Inc., their officers, employees, agents, attorneys, successors and assigns from and against any claim or cause of action arising from or relating to the Participant's inspection or removal of equipment from the complex.

Each participant who will enter the complex must execute a photocopy of this letter and return executed original to Adamo prior to entering the site. A current certificate of insurance naming Adamo Industrial Services, as certificate holder and Adamo Industrial Services, ADC, Inc., Adamo Group Inc. and Muskingum River Development, LLC as additional insured must accompany this document. If the Participant hires others to remove the equipment then they also must sign this document and provide a current certificate of insurance.

ACCEPTED AND AGREED:

Company Name _____ Phone No. _____

Address _____ City _____ State _____ Zip _____

Signature _____ Date _____

Printed Name _____ Title _____