CONFIDENTIAL FINANCIAL INFORMATION TO BE WITHHELD FROM PUBLIC DISCLOSURE PURSUANT TO 10 CFR 2.390 & 10 CFR 9.17

ENERGYSOLUTIONS

GPU NUCLEAR

November 12, 2019
TMI-19-112

10 CFR 50.80
10 CFR 50.90

U.S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, D.C. 20555-0001

Subject: Application for Order Approving License Transfer and Conforming License Amendments

Three Mile Island, Unit 2
NRC Possession Only License No. DPR-73
NRC Docket No. 50-320

In accordance with Section 184 of the Atomic Energy Act and 10 CFR 50.80, GPU Nuclear, Inc. ("GPU Nuclear"), Metropolitan Edison Company, Jersey Central Power & Light Company, and Pennsylvania Electric Company (collectively referred to as the "FirstEnergy Companies") and TMI-2 Solutions, LLC ("TMI-2 Solutions") (together with the FirstEnergy Companies, the "Applicants") hereby submit the enclosed application requesting that the U.S. Nuclear Regulatory Commission ("NRC") consent to the transfer of the Possession Only License No. DPR-73 ("License") for Three Mile Island Nuclear Station, Unit 2 ("TMI-2") from the FirstEnergy Companies to TMI-2 Solutions (the "Application," provided as Attachment 1).[1] The transfer is to occur pursuant to the October 15, 2019 Asset Purchase and Sale Agreement among the Applicants ("Purchase Agreement") enclosed with the Application.

Following the closing of the transaction described in the Purchase Agreement (the "Closing"), TMI-2 Solutions will be the TMI-2 licensee. It will hold title to and ownership of any real estate encompassing the TMI-2 site; any TMI-2 improvements at the site; easements for other portions of the site; and any spent nuclear fuel, damaged core material, high level waste, and Greater-Than-Class C ("GTCC") waste within the TMI-2 facility (collectively, "Debris Material");

[1] GPU Nuclear is listed as the lead licensee on the current amendment of the License (Amendment 63). Metropolitan Edison Company, Jersey Central Power & Light Company, and Pennsylvania Electric Company own the real estate and assets associated with TMI-2 and are listed as licensees on the License. GPU Nuclear and the co-owners of TMI-2 are all wholly-owned subsidiaries of FirstEnergy Corp.

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excluding certain limited items such as substation or transmission-related real estate and assets. TMI-2 Solutions will be responsible for developing NRC-compliant storage and/or disposal plans for any remaining Debris Material until title to the Debris Material is transferred to the U.S. Department of Energy ("DOE") for disposal. TMI-2 Solutions will assume responsibility for all licensed activities at the TMI-2 site, including responsibility under the License to complete radiological decommissioning pursuant to NRC regulations ("Decommissioning").

TMI-2 is a pressurized water reactor located on Three Mile Island in the Susquehanna River, in Londonderry Township, Dauphin County, Pennsylvania, about ten miles southeast of Harrisburg. TMI-2 shares Three Mile Island with an additional pressurized water reactor, the shutdown reactor unit ("TMI-1") owned by Exelon Generation Company, LLC ("Exelon").

TMI-2 began commercial operations on December 30, 1978. On March 28, 1979, the unit experienced an accident which resulted in severe damage to the reactor core (the "Accident"). Following the Accident, approximately 99% of the fuel and damaged core material was removed from the TMI-2 reactor vessel and associated systems and shipped to DOE's Idaho National Laboratory. Title and possession of this fuel and damaged core material is now under the responsibility of DOE. TMI-2 remains in a Post-Defueling Monitored Storage ("PDMS") state. After the Closing, TMI-2 Solutions will initially maintain the site under the PDMS state, and then after the completion of additional licensing actions transition to an accelerated Decommissioning timeline. TMI-2 Solutions intends to substantially complete Decommissioning of TMI-2 and release the site by 2037, except for a potential area set aside for waste storage facilities.

TMI-2 Solutions' parent company, Energy*Solutions*, Inc. ("Energy*Solutions*"), is a global leader in nuclear reactor Decommissioning. Energy*Solutions* and its affiliates specialize in providing high-level waste management, spent fuel handling and transportation, and complex decontamination and Decommissioning services, including the Decommissioning of commercial nuclear power generation facilities. Among the services provided by Energy*Solutions* and its affiliates are the packaging, transportation, storage, and disposal of radioactive waste at its disposal facility in Clive, Utah, the largest low-level radioactive waste disposal facility in the nation. Through its affiliates, Energy*Solutions* is currently Decommissioning the Zion Nuclear Power Station and the La Crosse Boiling Water Reactor.

TMI-2 Solutions is an indirect wholly owned subsidiary of Energy*Solutions*.[2] TMI-2 Solutions has been established for the purpose of maintaining and Decommissioning TMI-2. As described in the Application, TMI-2 Solutions will have in place significant financial assurance mechanisms, including a nuclear decommissioning trust fund ("NDT") and additional Decommissioning funding assurance instruments, to ensure the safe performance of all NRC-required Decommissioning activities.

[2] As is discussed in the Application (Enclosure 2, Figure 2.2), TMI-2 Solutions is a direct subsidiary of Energy*Solutions*, LLC, which is itself indirectly wholly-owned by Energy*Solutions*. Energy*Solutions*, LLC houses the operating company activities of Energy*Solutions*.

This transfer promotes the public health and safety because it will result in the prompt Decommissioning of TMI-2 and the release of large portions of the TMI-2 site on an accelerated schedule. In the Post Shutdown Decommissioning Activities Report ("PSDAR"), submitted on December 4, 2015, GPU Nuclear maintained the modified SAFSTOR approach for Decommissioning TMI-2. Due in part to the close proximity of TMI-1 and TMI-2, the December 4, 2015 PSDAR presumes that Decommissioning of TMI-2 would commence following the expiration of the TMI-1 Operating License on April 9, 2034, with TMI-2 License termination occurring in 2053. TMI-2 Solutions anticipates completing Decommissioning TMI-2 and releasing the TMI-2 site (except potentially for any onsite waste storage facilities) on a faster schedule—approximately 16.5 years after the License transfer. This would be seventeen years earlier than the current schedule.

Additional information pertaining to the proposed transfer of the License, including the information required under 10 CFR 50.80, is included in the Application. This information demonstrates: (1) the proposed transfer of the License to TMI-2 Solutions will accelerate the timely Decommissioning of the TMI-2 site in a safe and compliant manner; (2) TMI-2 Solutions has the requisite managerial, technical, and financial qualifications to be the licensee of the TMI-2 facility; (3) TMI-2 Solutions will provide reasonable assurance of adequate funding to maintain and Decommission the unit; (4) the material terms of the License will not be affected; and (5) the transfer of the License to TMI-2 Solutions will not result in any impermissible foreign ownership, control or domination.

The Applicants also request NRC approval of certain administrative amendments to conform the License and the technical specifications to reflect the proposed transfer. The changes are shown in Attachment 2 to this letter. Attachment 3 provides a version of the License and technical specifications that incorporates the proposed administrative amendments.

The Applicants respectfully request that the NRC review and complete action on the enclosed Application as expeditiously as reasonably possible. In any event, the Applicants request issuance of an Order consenting to the transfer of the License by July 31, 2020, authorizing the transfer to take place at any time up to one year after the date of issuance. The Applicants also request that all required license amendments be approved on issuance of the Order, to be effective as of the date the transfer is completed. TMI-2 Solutions will notify the NRC staff at least two (2) business days prior to Closing (currently estimated to be in the second half of 2020).

Certain regulatory approvals in addition to that of the NRC must be obtained prior to the Closing. This includes approval by the New Jersey Board of Public Utilities, and a private letter ruling from the Internal Revenue Service. The Applicants will keep the NRC informed of any significant changes in the status of other required approvals or developments that could impact the anticipated Closing date.

In summary, the proposed transfer of the License will not be inimical to the common defense and security or result in any undue risk to public health and safety, and the transfer will be consistent with the requirements of the Atomic Energy Act and the NRC regulations.

Attachment 1, Enclosures 1A, 3A, and 4A contain confidential commercial and financial information. The Applicants request that this information be withheld from public disclosure pursuant to 10 CFR 2.390, as described in the Affidavit provided in Attachment 1, Enclosure 8. Redacted versions of the documents, suitable for public disclosure, are provided as Attachment 1, Enclosures 1B, 3B, and 4B.

In accordance with 10 CFR 50.91(b)(1), a copy of this submittal has been sent to the Commonwealth of Pennsylvania.

This Application contains regulatory commitments as noted in Attachment 4.

In the event that the NRC has any questions about the proposed transaction, or wishes to obtain any additional information about the transfer of the License, please contact Gerry van Noordennen, Energy*Solutions*, LLC Senior Vice President, Regulatory Affairs, at 860-462-9707; or Greg Halnon, GPU Nuclear, Inc. President and Chief Nuclear Officer, at 330-761-4270.

Service upon the Applicants of any notices, comments, hearing requests, intervention petitions, or other pleadings should be made to:

For TMI-2 Solutions:

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President and Chief Nuclear Officer
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For GPU Nuclear:

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Washington, DC 20004
Phone: 202-739-5527
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In addition, please place Mr. Sauger, Mr. Workman, Mr. Stenger, Mr. Halnon, Ms. Sealy, and Mr. Matthews on the NRC correspondence distribution for all correspondence related to the Application.

Sincerely,

John Sauger
President and Chief Nuclear Officer
TMI-2 Solutions, LLC

Gregory H. Halnon
President and Chief Nuclear Officer
GPU Nuclear, Inc.

Attachments:

Attachment 1 – Application for Order Approving License Transfer and Conforming License Amendment (NRC Possession Only License No. DPR-73)

Attachment 2 – 10 CFR 50 License and Technical Specifications (Changes)

Attachment 3 – 10 CFR 50 License and Technical Specifications (Clean Pages)

Attachment 4 – List of Regulatory Commitments

cc w/Enclosures: NRC Project Manager
NRC Region I Administrator
NRC Resident Inspector

cc w/o Proprietary Enclosures:

Director, Bureau of Radiation Protection,
Department of Environmental Protection, Commonwealth of Pennsylvania
Chief, Division of Nuclear Safety, Bureau of Radiation Protection,
Department of Environmental Protection, Commonwealth of Pennsylvania
Chairman, Board of County Commissioners, Dauphin County
Chairman, Board of Supervisors of Londonderry Township

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

Gregory H. Halnon, being duly sworn according to law deposes and says:

I am President and Chief Nuclear Officer of GPU Nuclear, Inc., and Vice President, Nuclear Regulatory Affairs at FirstEnergy Service Company, and as such I am familiar with the contents of this correspondence and the attachments thereto. The matters set forth therein regarding GPU Nuclear, Inc., FirstEnergy Service Company, their affiliates, and Three Mile Island Nuclear Station, Unit 2 are true and correct to the best of my knowledge, information and belief.

Gregory H. Halnon

Subscribed and Sworn to before me this 12 day of NOV, 2019

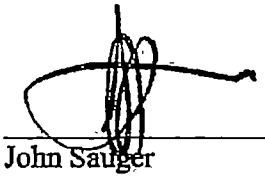
Notary Public of North Carolina

Amy C Black
Notary Public
Mecklenburg County
North Carolina

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

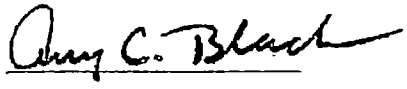
John Sauger, being duly sworn according to law deposes and says:

I am President and Chief Nuclear Officer of TMI-2 Solutions, LLC, and President and Chief Nuclear Officer of Reactor Decommissioning and Decontamination of Energy*Solutions*, LLC, and as such I am familiar with the contents of this correspondence and the attachments thereto. The matters set forth therein regarding TMI-2 Solutions, LLC, Energy*Solutions*, LLC, their affiliates, and Three Mile Island Nuclear Station, Unit 2 are true and correct to the best of my knowledge, information and belief.



John Sauger

Subscribed and Sworn to before me this 12 day of Nov, 2019



Notary Public of North Carolina

Amy C Black
Notary Public
Mecklenburg County
North Carolina

ATTACHMENT 1 TO TMI-19-112

APPLICATION FOR ORDER APPROVING LICENSE TRANSFER AND CONFORMING LICENSE AMENDMENTS

THREE MILE ISLAND NUCLEAR STATION, UNIT 2

NRC POSSESSION ONLY LICENSE NO. DPR-73

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ENCLOSURES

Enclosure 1A	Asset Purchase and Sale Agreement (Proprietary)
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Enclosure 8	10 CFR 2.390 Affidavit

I. INTRODUCTION

In accordance with Section 184 of the Atomic Energy Act and 10 CFR 50.80, GPU Nuclear, Inc. ("GPU Nuclear"), Metropolitan Edison Company ("MetEd"), Jersey Central Power & Light Company ("JCP&L"), and Pennsylvania Electric Company ("Penelec") (collectively referred to as the "FirstEnergy Companies") and TMI-2 Solutions, LLC ("TMI-2 Solutions") (together with the FirstEnergy Companies, the "Applicants") hereby submit the enclosed application requesting that the U.S. Nuclear Regulatory Commission ("NRC") consent to the transfer of the Possession Only License No. DPR-73 ("License") for Three Mile Island Nuclear Station, Unit 2 ("TMI-2") from the FirstEnergy Companies to TMI-2 Solutions (the "Application").

A. Description of the Facility

TMI-2 is located on Three Mile Island in the Susquehanna River, in Londonderry Township, Dauphin County, Pennsylvania, about ten miles southeast of Harrisburg. TMI-2 shares Three Mile Island with an additional pressurized water reactor, the shutdown reactor unit ("TMI-1") owned by Exelon Generation Company, LLC ("Exelon"). TMI-2 is a non-operational pressurized water reactor that was rated at a core thermal power of 2,772 megawatts with a corresponding turbine generator output of 959 megawatts-electric. TMI-2 employed a two-loop nuclear steam supply system designed by Babcock and Wilcox Corporation. TMI-2 is owned 50% by MetEd, 25% by JCP&L, and 25% by Penelec. GPU Nuclear, an affiliate of MetEd, Penelec and JCP&L, maintains the plant through a services contract with Exelon. GPU Nuclear and the co-owners of TMI-2 are all wholly-owned subsidiaries of FirstEnergy Corp.

An operating license was issued for TMI-2 on February 8, 1978, with commercial operation declared on December 30, 1978. On March 28, 1979, the unit experienced an accident which resulted in severe damage to the reactor core (the "Accident"). Following the Accident, approximately 99% of the fuel and damaged core material was removed from the TMI-2 reactor vessel and associated systems and shipped to the U.S. Department of Energy's ("DOE") Idaho National Laboratory. Title and possession of this fuel and damaged core material is now under the responsibility of DOE. TMI-2 remains in a Post-Defueling Monitored Storage ("PDMS") state as described in the TMI-2 Post-Defueling Monitored Storage Safety Analysis Report.

B. Description of the Transaction & Accelerated Decommissioning

The transaction described in this Application will be carried out pursuant to the October 15, 2019 Asset Purchase and Sale Agreement among the Applicants ("the Purchase Agreement"). The Purchase Agreement is provided as Enclosure 1A to this Application. Enclosure 1A contains confidential commercial and financial information. A redacted version of the Purchase Agreement suitable for public release is available as Enclosure 1B. Following the closing of the transaction described under the Purchase Agreement (the "Closing"), TMI-2 Solutions will be the TMI-2 licensee. As described in Enclosure 2, TMI-2 Solutions is directly and wholly-owned by Energy*Solutions*, LLC, which is in turn indirectly wholly-owned by Energy*Solutions*, Inc. ("Energy*Solutions*"). Pre- and post-Closing organizational charts are provided as Figures 2.1 and 2.2 in Enclosure 2.

Following the Closing, TMI-2 Solutions will hold title to and ownership of any real estate encompassing the TMI-2 site (as distinguished from the TMI-1 site real estate); any TMI-2

improvements at the site; easements for remaining portions of the site; and any remaining spent nuclear fuel, damaged core material, high level waste, and Greater-Than-Class C ("GTCC") waste within the TMI-2 facility (collectively, "Debris Material"), but excluding certain limited items such as substation or transmission-related real estate and assets that will remain with the FirstEnergy Companies.

TMI-2 Solutions will assume responsibility for all licensed activities at the TMI-2 site, including responsibility under the License to complete radiological decommissioning pursuant to NRC regulations ("Decommissioning"). TMI-2 Solutions will be responsible for developing NRC-compliant storage plans for any remaining Debris Material, until title for the Debris Material is transferred to DOE for disposal.

Upon transfer of TMI-2 to TMI-2 Solutions, TMI-2 Solutions will initially maintain the site in a PDMS state, as it prepares for Decommissioning. After taking the necessary engineering and licensing actions, TMI-2 Solutions will commence Decommissioning of TMI-2 and will complete all activities necessary to terminate the License and release the TMI-2 site. The expertise and capabilities of TMI-2 Solutions and its affiliates will promote an early completion of TMI-2 Decommissioning, years ahead of the plan reflected in the current Post-Shutdown Decommissioning Activities Report ("PSDAR"), submitted on December 4, 2015 (Accession No. ML15338A222). The current TMI-2 PSDAR presumes license termination occurring in 2053. TMI-2 Solutions anticipates completing Decommissioning of TMI-2 and releasing the TMI-2 site (except for any onsite waste storage facilities) approximately 16.5 years after the license transfer—seventeen years earlier than the current schedule.

Upon Closing, the assets from the TMI-2 tax-qualified nuclear decommissioning trust fund ("NDT") will be transferred to a tax-qualified NDT established by TMI-2 Solutions. The form of the NDT agreement is provided in Enclosure 3A. Enclosure 3A contains confidential commercial and financial information. A redacted version of the NDT Agreement suitable for public release is available as Enclosure 3B. The funds in the NDT will be sufficient to complete Decommissioning of TMI-2 under the accelerated schedule. In addition, TMI-2 Solutions will have in place additional Decommissioning financial assurance instruments valued up to $100 million during the most critical phases of the project, as well as a parent guarantee of payment and performance by Energy*Solutions* ("Parent Guarantee"). This is discussed further in Part V and Enclosure 4A of this Application. Enclosure 4A contains confidential commercial and financial information. A redacted version of this enclosure suitable for public release is available as Enclosure 4B.

II. STATEMENT OF PURPOSE OF TRANSFER

The purpose of the transfer of the License from GPU Nuclear to TMI-2 Solutions is to permit the accelerated Decommissioning of TMI-2. TMI-2 Solutions will assume all authorities provided for and responsibilities under the NRC License, including possession, maintenance, and eventual Decommissioning of TMI-2 and associated buildings and structures.

The transfer of the License is desirable from a public health and safety perspective because TMI-2 Solutions will benefit from Energy*Solutions*' and its affiliates' demonstrated capability to safely and promptly Decommission TMI-2, and to help eliminate the risk associated with the cost and capacity for low level radioactive waste ("LLRW") disposal from the TMI-2 site.

Energy*Solutions* is the nation's leading nuclear Decommissioning vendor, and the first non-utility company to successfully Decommission a commercial nuclear power plant—the Zion Nuclear Power Station ("Zion") site in Lake County, Illinois, for which Decommissioning is nearing completion.

The expertise and capabilities of TMI-2 Solutions and its affiliates will help ensure the completion of TMI-2 Decommissioning, years ahead of the plan reflected in the current PSDAR. The end result will be the reduction of source term material and a decrease in the risk of radioactive exposures to the environment and public. In addition, the planned transaction will facilitate removal of LLRW at the TMI-2 site, for disposal at Energy*Solutions*' Clive, Utah LLRW disposal facility.[1]

III. GENERAL CORPORATE INFORMATION

The following section provides the general corporate information of the Applicants. The Applicants are not owned, controlled, or dominated by a foreign entity or person.

A. General Corporate Information and Description of Business of TMI-2 Solutions and Energy*Solutions*

TMI-2 Solutions is a Delaware limited liability company and is an indirect wholly owned subsidiary of Energy*Solutions*. TMI-2 Solutions has been established for the purpose of Decommissioning TMI-2, managing Debris Material until acceptance by DOE, and eventually terminating the License and releasing the site (hereinafter collectively referred to as the "TMI-2 Project").

TMI-2 Solutions' parent company, Energy*Solutions*, Inc. ("Energy*Solutions*"), is a global leader in nuclear reactor Decommissioning. Energy*Solutions* and its affiliates specialize in providing high-level waste management, spent fuel handling and transportation, and complex decontamination and Decommissioning services, including the Decommissioning of commercial nuclear power generation facilities. Among the services provided by Energy*Solutions* and its affiliates are the packaging, transportation, storage, and disposal of radioactive waste at its disposal facility in Clive, Utah, the largest low-level radioactive waste disposal facility in the nation. Through its affiliates, Energy*Solutions* is currently Decommissioning Zion and the La Crosse Boiling Water Reactor ("La Crosse").

Energy*Solutions*' indirectly wholly-owned subsidiary, Energy*Solutions*, LLC, is the operating company for the overall business, while Energy*Solutions* itself is the holding company. As discussed more below, Energy*Solutions*, LLC will support TMI-2 Solutions in the physical Decommissioning of TMI-2, while Energy*Solutions* will serve as the counterparty to the additional financial assurance mechanisms established for the benefit of the TMI-2 Project.[2]

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[1] Final disposition of LLRW from the TMI-2 site will depend on the waste characteristics identified and comparison with waste acceptance criteria for the Clive facility or other disposal options.

[2] Energy*Solutions* Finance Holdings, LLC sits between Energy*Solutions* and Energy*Solutions*, LLC, and serves certain corporate and finance functions.

The general corporate information required pursuant to 10 CFR 50.33(d)(3), including identification of the principal officers and directors of TMI-2 Solutions and its corporate parents, is provided in Enclosure 5.

B. No Foreign Ownership, Control, or Domination

Consistent with the requirements of 10 CFR 50.38, TMI-2 Solutions is not owned, controlled or dominated by an alien, a foreign corporation, or a foreign government. As indicated in Enclosures 2 and 5, TMI-2 Solutions is a wholly owned subsidiary of Energy*Solutions*, which in turn is a privately held company whose shares are directly owned by Rockwell Holdco, Inc. ("Rockwell").

Rockwell is 57% owned primarily by a number of affiliated passive investment funds controlled by Energy Capital Partners GP II, LP (the "Controlling Partner"): (i) Energy Capital Partners II, LP; (ii) Energy Capital Partners II-A, LP; (iii) Energy Capital Partners II-B, LP; (iv) Energy Capital Partners II-C (Direct IP), LP; and (v) Energy Capital Partners I-D, LP (collectively, the "ECP II Partnerships").

The ECP II Partnerships are each controlled by the Controlling Partner (*i.e.*, Energy Capital Partners GP II, LP), a limited partnership organized under the laws of the State of Delaware, as general partner. The Controlling Partner, in turn, is controlled by Energy Capital Partners II, LLC ("ECP II"), a limited liability company organized under the laws of the State of Delaware. ECP II is owned and managed by five individual U.S. citizens: Douglas W. Kimmelman (individually and through his estate planning vehicles); Thomas K. Lane (individually and through his estate planning vehicles); Andrew D. Singer; Tyler Reeder; and Peter Labbat.

Rockwell is also 40% owned by passive investment funds controlled by TriArtisan ES Partners, LLC. TriArtisan ES Partners, LLC is in turn controlled by TriArtisan ES MM LLC, which is in turn controlled by TriArtisan Capital Advisors LLC (collectively, "TriArtisan Entities"). All the TriArtisan Entities are limited liability companies organized under the laws of the State of Delaware and are controlled by two U.S. Citizens, Gerald Cromack and Rohit Manocha, who are the co-founders and managing directors of TriArtisan Capital Advisors LLC.

Rockwell is also owned by the Spyder Retirement Trust, for which Mr. David Lockwood is the trustee (approximately 2.2%),[3] and by the executive management of Rockwell (less than 1%). Mr. Lockwood and the executive management of Rockwell are all U.S. citizens.

Approximately 37% of the equity in all of the ECP II Partnerships is held by Foreign Passive Investors. Approximately 28% of the equity in the TriArtisan Entities is held by Foreign Passive Investors ("Foreign Passive Investors").[4] The Foreign Passive Investors will have no ability to

[3] Mr. Lockwood is the former Chairman and Chief Executive Officer of EnergySolutions, and is a member of the U.S. Secretary of Energy's Advisory Board.

[4] The NRC approved the transfer of the La Crosse Boiling Water Reactor to an Energy*Solutions* affiliate under similar circumstances concerning indirect ownership by Foreign Passive Investors. *See* Safety Evaluation Report, Transfer of La Crosse Boiling Water Reactor to LaCrosse *Solutions*, LLC (May 20, 2016) (Accession No. ML16123A074). In addition, the NRC has previously analyzed and approved private equity fund arrangements where Foreign Passive Investors would own up to 55% of the economic interests in a company that indirectly owned the licensee for operating reactors, under circumstances where the general partner of the parent company was

exercise control or domination over the operations of Rockwell, Energy*Solutions*, or any of the Energy*Solutions* subsidiaries, including TMI-2 Solutions. Accordingly, the Foreign Passive Investors will have no direct or indirect control over any NRC-licensed activity conducted by Energy*Solutions* or any of its subsidiaries.

Finally, Energy*Solutions*, LLC holds a facility security clearance with DOE. This security clearance requires DOE findings regarding foreign ownership, control or influence ("FOCI"). The DOE implements U.S. government policy regarding FOCI in accordance with Chapter 2, Section 3 of the "National Industrial Security Program Operating Manual" or NISPOM, DoD 5220.22-M (Change 1, dated May 18, 2016), and Energy*Solutions*, LLC has ongoing reporting obligations regarding its "Certificate Pertaining to Foreign Interests," Standard Form 328, required in connection with maintaining its security clearances. Energy*Solutions* expects to continue to maintain its security clearance following the proposed transaction, which requires that DOE maintain positive findings that Energy*Solutions*, LLC is not subject to FOCI or that any potential FOCI is adequately negated.

C. No Agency

TMI-2 Solutions is not acting as the agent or representative of another person in the proposed transfer of the License. As the licensed entity with possession and responsibility for management and Decommissioning of TMI-2, TMI-2 Solutions will act for itself and on behalf of its corporate parent, Energy*Solutions*.

IV. TECHNICAL QUALIFICATIONS

TMI-2 Solutions will be technically qualified to carry out its responsibilities as the licensee of TMI-2, in compliance the requirements of 10 CFR 50.34(a)(9) and 50.80. As TMI-2 Solutions is not authorized to operate the reactor, the NRC evaluation concerns TMI-2 Solutions' ability to possess radioactive material and maintain the TMI-2 site in a PDMS state. It is anticipated that following the transfer to TMI-2 Solutions, TMI-2 Solutions will satisfy the licensing requirements necessary to commence Decommissioning of the facilities and site, operate any storage facility for Debris Material, and terminate the License.

A. Management and Technical Support Organization

1. TMI-2 Solutions Organization & Management

When the proposed transfer becomes effective, TMI-2 Solutions will assume responsibility for and control over the TMI-2 site. TMI-2 Solutions will only employ personnel or engage with contractors who are qualified for their positions. TMI-2 Solutions will, during a transition period, ensure continuity of the existing site procedures, currently implemented for the TMI-2 site by Exelon on behalf of GPU Nuclear,[5] while also establishing TMI-2 specific procedures using TMI-2 Solutions project procedures, programs, personnel and contractors, although some support functions will continue to be performed by Exelon.

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controlled by U.S. private equity entities and U.S. citizens. *See* "Safety Evaluation by the Office of Nuclear Reactor Regulation Regarding Acquisition of TXU Corp. by Texas Energy Future Holdings Limited Partnership," dated (Sept. 10, 2007), pages at 10-12 (Accession No. ML072220130).

[5] These agreements are discussed more in Section IV.B below.

The TMI-2 Project organization will provide an experienced nuclear management team to assure compliance with the requirements of the License and the NRC regulations. TMI-2 Solutions will implement a management approach to assure efficient and effective decommissioning and decontamination ("D&D") planning, preparation, and execution, which is expected to include: a safety conscious work environment; day-to-day industrial safety; radiological protection; radioactive waste handling; management rigor; an effective corrective action program; performance reporting, monitoring, and metrics; personnel performance; and financial controls. In addition, Energy*Solutions* and its affiliates anticipate relocating experienced personnel from Energy*Solutions*' other Decommissioning projects to TMI-2.

An organization chart illustrating TMI-2 Solutions' planned project organization is contained in Enclosure 2 to this Application. The organization for the TMI-2 Project will provide:

(1) A single President to provide corporate accountability and oversight of the TMI-2 Project (John Sauger). Mr. Sauger is also the Chief Nuclear Officer of TMI-2 Solutions, and the Chief Nuclear Officer of Reactor Decommissioning and Decontamination of Energy*Solutions*, LLC.

(2) A single Senior Vice President of Operations, accountable for overall management, leadership, performance, nuclear safety, quality assurance ("QA"), and employee safety (Bruce Hinkley). Mr. Hinkley will be the senior corporate person with all the necessary authority and full responsibility for the safe and reliable accomplishment of the TMI-2 Project. The Senior Vice President Operations will report to the President.

(3) A single Project Director directly responsible for TMI-2 Decommissioning operations, including implementation of approved programs and procedures to ensure safe and compliant work (Ron Worster). The Project Director will report to the Senior Vice President of Operations.

(4) Several Managers, directly reporting to the Project Director, with responsibilities for radiological safety, industrial safety, project administration and financial services, training, labor relations, oversight of fuel storage, regulatory affairs, QA, licensing, environmental, D&D, engineering and operations, waste operations, and project controls.

As provided in Enclosure 2, these management roles will be specifically vested in a Radiation Protection Manager, Licensing Manager, Engineering Manager, Safety Manager, and QA Manager, who will all report directly to the Project Director. This organization will provide a nuclear management team with control over the Decommissioning operations. In addition, the Radiation Protection Manager will be subject to oversight by the Energy*Solutions*, LLC Vice President of Radiation Protection, the Licensing Manager will be subject to oversight by the Energy*Solutions*, LLC Senior Vice President of Regulatory Affairs, and the QA Manager will be subject to oversight by the Energy*Solutions*, LLC Corporate QA Director.

(5) Implementation of high industry standards, best practices, effective programs and processes, and management controls.

(6) Effective and integrated oversight and technical support functions.

Resumes demonstrating the qualifications and experience of the key management personnel for the proposed TMI-2 Project are included in Enclosure 6 hereto.

2. *Energy*Solutions *Experience & Expertise*

TMI-2 Solutions will contract with Energy*Solutions* (or its affiliate Energy*Solutions*, LLC, as appropriate) to perform the D&D, Debris Material management, and site restoration services. Energy*Solutions* has more than 25 years of experience in the nuclear Decommissioning and waste management industry, including: complex D&D projects of nuclear reactors and highly radioactive nuclear facilities; management of low-level radioactive waste, high-level radioactive waste, and spent nuclear fuel (including handling and transportation); and solving difficult technical challenges such as treatment of fuel sludge and high-level waste.

Energy*Solutions*, through its subsidiary Energy*Solutions*, LLC and other affiliates, has demonstrated the ability to achieve and sustain performance improvement in Decommissioning operations, transportation, and disposal, and the ability to operate nuclear facilities reliably and safely. To provide some examples:

- **Zion:** Energy*Solutions,* through its subsidiary Zion*Solutions*, LLC ("Zion*Solutions*"), has nearly completed the Decommissioning of Zion. This work has included creation of openings in the containment buildings at each Zion unit, dismantlement and segmentation of the reactor vessel internals at both units, erection of heavy lift rail systems, demolition of all remaining buildings and structures, and packaging and disposal of lead, asbestos, reactor coolant pumps, and reactor coolant system piping. In addition, Energy*Solutions* constructed an ISFSI on site and transferred all spent nuclear fuel from wet storage to the ISFSI. Energy*Solutions* remains on track to complete the scheduled Decommissioning of Zion in 2020, and is currently working with the NRC to perform final radiological surveys of the site, in support of unrestricted release of the site except for the ISFSI, and return of the underlying real estate back to Exelon. Energy*Solutions* anticipates that personnel with experience from the Zion Decommissioning effort will be transferred to work at TMI-2.

- **La Crosse:** Similarly, Energy*Solutions*, through its subsidiary LaCrosse *Solutions*, LLC, has nearly completed the Decommissioning of La Crosse. All plant structures and radioactive waste have been removed from the site and final radiological surveys were recently completed. Energy*Solutions* remains on track to complete the scheduled Decommissioning and release of the La Crosse site except for the ISFSI in 2020. Energy*Solutions* anticipates that personnel with experience from the La Crosse Decommissioning effort will be transferred to work at TMI-2.

- **Other Civil Reactor Work:** Energy*Solutions*, through its affiliates, also was responsible for the major component removal, waste disposal, and establishment of dry fuel cask systems for the Big Rock Point nuclear power plant. The company provides services at

most commercial nuclear power stations, including waste management and liquid waste processing.

- **Transportation:** Energy*Solutions* and its affiliates are well qualified to ship large volumes of radioactive waste, with experience using specially built gondola rail cars and large capacity trucks. Gondola rail cars continue to be instrumental in improving the Decommissioning schedule at Zion and likely will be used at TMI-2.

- **Waste Management:** In addition, Energy*Solutions* owns and operates the Clive low-level radioactive waste disposal facility in Utah and is the operator for the State of South Carolina of the Barnwell disposal facility.

This broad range of experiences and capabilities enables TMI-2 Solutions to be well qualified to accomplish the maintenance and Decommissioning of TMI-2.

3. Technical Support

Technical support for maintenance and Decommissioning work will be under the supervision of the Project Director. QA, safety, radiological programs and direct oversight will be maintained by TMI-2 Solutions and overseen by Energy*Solutions*, LLC, as described in Enclosure 2, Figure 2.3. Technical support activities will include support for waste operations, transportation, demolition, project controls and reporting, operations and work control, and D&D engineering.

TMI-2 Solutions intends to subcontract technical support work related to maintenance and Decommissioning of TMI-2 only to qualified contractors who have the relevant experience and performance to ensure the timely and safe completion of such work. Contractors will be expected to have an excellent safety record and sufficient quality assurance processes to support their scope of work. Contractor support workers for the project will report to the Project Director. Regulatory compliance, safety performance and schedule performance will be emphasized in all contracts. The TMI-2 Solutions' integrated approach and the implementation of common programs, processes and best practices will ensure that the support functions for the TMI-2 Project are carried out efficiently.

B. Onsite Organization

GPU Nuclear will transfer to TMI-2 Solutions the assets related to TMI-2 that will be needed in order to maintain and Decommission the TMI-2 site in accordance with NRC requirements. These assets will include, in addition to the TMI-2 structures and equipment, the necessary books, records, safety and maintenance manuals, and engineering and construction documents.

GPU Nuclear does not have a significant employee presence at the TMI-2 site; therefore, a significant number of staff from GPU Nuclear are not expected to transfer over to TMI-2 Solutions. Instead, as described above, TMI-2 Solutions will initially ensure continuity of the procedures and capabilities already in place and managed by Exelon on behalf of GPU Nuclear, while promptly transitioning to a comprehensive onsite organization in compliance with regulatory requirements and the NRC License. TMI-2 Solutions' operations will strive to be self-sufficient, although additional support for certain operational functions (*e.g.*, training,

emergency preparedness and quality assurance) may be obtained from Energy*Solutions*' corporate organization and Exelon.

Moreover, GPU Nuclear will assign to TMI-2 Solutions its easement, monitoring, and service agreements with Exelon. Under these agreements, Exelon currently permits use of part of the TMI-1 site by TMI-2 personnel and contractors, and provides services necessary to maintain TMI-2 in a PDMS state on behalf of GPU Nuclear. The transfer of these agreements will enable TMI-2 Solutions access to portions of the TMI-1 site for Decommissioning staging activities; provide for monitoring of groundwater and other environmental features related to the TMI-2 site; and enable continued performance of technical services related to the maintenance of TMI-2 in a PDMS state until the start of Decommissioning. The transfer of the above-listed assets and agreements to TMI-2 Solutions will allow TMI-2 Solutions to maintain and Decommission the TMI-2 site in compliance with NRC regulations.

C. Technical Qualifications Conclusion

The TMI-2 Solutions management team is experienced and qualified, and the organization is well-designed and sufficiently resourced to accomplish Decommissioning of the TMI-2 Site in compliance with NRC regulations and the NRC License. Appropriate and stringent management processes and controls will be applied, with clear lines of authority and communication. For these reasons, TMI-2 Solutions and its management team have the necessary technical qualifications to safely maintain and Decommission TMI-2.

V. FINANCIAL QUALIFICATIONS

Following the Closing, TMI-2 Solutions will be financially qualified to possess and eventually Decommission TMI-2.[6] Specifically, TMI-2 Solutions will have access to financial resources required to (i) maintain TMI-2 in PDMS until active Decommissioning commences; (ii) Decommission the facility under the accelerated schedule described in Enclosure 7; (iii) store Debris Material on or off the TMI-2 site until pickup by DOE; and (iv) dispose of LLRW from the TMI-2 site in compliance with NRC regulations, including 10 CFR 50.33(f), 50.33(k), 50.54(bb), 50.75, and 50.82(a).[7]

A. Radiological Decommissioning

The projected cost to radiologically Decommission TMI-2 by 2037 is anticipated to be approximately $1.06 billion (in 2019 dollars).[8] The current funds in the existing TMI-2 NDT, held by the FirstEnergy Companies and which will transfer to TMI-2 Solutions at Closing,

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[6] In general, the NRC's analysis of financial qualifications for a non-operating reactor concerns "whether the Applicants have provided reasonable assurance of obtaining the funds necessary to cover estimated costs for radiological decommissioning," and any storage or disposal of related nuclear waste. *See* Safety Evaluation Report, Transfer of the Oyster Creek Nuclear Generating Station from Exelon Generation, LLC to Oyster Creek Environmental Protection, LLC and Holtec Decommissioning International, LLC (June 20, 2019) (Accession No. ML19095A457).

[7] It is also important to recognize that upon transfer of the License, TMI-2 Solutions will not be able to Decommission TMI-2 under an accelerated schedule until it completes future licensing actions with the NRC.

[8] This includes NRC License termination, Debris Material storage, site restoration, and related contingency costs, as described in Enclosure 7.

provide adequate funding for Decommissioning when accounting for fund growth over the Decommissioning term. Beyond the NDT, TMI-2 Solutions will have access to additional Decommissioning funding assurance instruments worth up to $100 million dollars throughout the most critical phases of the project, as well as a Parent Guarantee.

1. Decommissioning Schedule & Cost Estimate

As provided in its past NDT funding status report submitted to the NRC on March 28, 2019 (Accession No. ML19087A153 ("2019 Status Report")), the NDT currently has sufficient funds to meet NRC financial assurance requirements for the maintenance and Decommissioning of TMI-2 under the current PSDAR. Decommissioning under an accelerated schedule will not occur until future licensing actions are completed. Nonetheless, TMI-2 Solutions has prepared Enclosure 7, *Schedule and Financial Information for Decommissioning*, which provides a projected schedule for Decommissioning TMI-2 by 2037 (excluding long-term waste storage) ("Project Schedule"), and related cost information.

As further detailed in Enclosure 7, the Decommissioning of TMI-2 under the Energy*Solutions* accelerated approach will occur in two phases. The goals of Phase 1 include completing planning and engineering design, recovery and safe packaging of the remaining Debris Material, and reduction of the overall radiological source term at TMI-2 and the TMI-2 Site to levels that are generally consistent with a nuclear plant toward the end of its operational life that has not experienced a core-damage accident. TMI-2 Solutions anticipates concluding Phase 1 in 2029 at an estimated cost of $563 million. The overall goal of Phase 2 is Decommissioning of the TMI-2 Site to a level that permits the release of the site for unrestricted use, except for an area set aside for waste storage facilities. TMI-2 Solutions anticipates concluding Phase 2 in 2037 at an estimated cost of $494 million. Phase 1 and Phase 2 activities are described further in Enclosure 7.

At an appropriate time, TMI-2 Solutions will separately submit an updated PSDAR for review by the NRC, to be made effective upon consummation of the license transfer. The updated PSDAR will provide further detail as to the Decommissioning plans for TMI-2, and refine and update the TMI-2 Decommissioning cost estimates and financial projections. However, for the purposes of the NRC's review of this Application, the cost estimates and financial projections provided herein are not expected to materially differ from what will be provided in the updated PSDAR.[9]

2. TMI-2 Nuclear Decommissioning Trust

Financial assurance will be provided primarily in the form of the existing TMI-2 NDT, the assets of which will transfer to TMI-2 Solutions' NDT at Closing.[10] This NDT satisfies the "prepayment" method of Decommissioning funding assurance pursuant to 10 CFR 50.75(e)(1)(i). The form of the NDT agreement can be found in Enclosure 3A (with a redacted version provided in Enclosure 3B).

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[9] If the Application is not approved or Closing does not occur, GPU Nuclear will continue to maintain the facility in a PDMS state.

[10] As discussed in Section VI.F, the parties will seek a private letter ruling to confirm that this transfer is a non-taxable event prior to Closing.

Prior to the Closing, GPU Nuclear will make withdrawals from the NDT to pay for accrued but unpaid Decommissioning expenses. However, pursuant to the Purchase Agreement, the amount in the NDT to be transferred to TMI-2 Solutions must be a minimum of $800 million to enable Closing to occur.

Although TMI-2 Solutions will pursue an accelerated Decommissioning schedule after acquiring TMI-2, as demonstrated in Enclosure 7 the NDT will still provide sufficient funding for Decommissioning, accounting for fund growth up through 2037. Moreover, the Purchase Agreement does not foreclose TMI-2 Solutions from deferring active Decommissioning work, if necessary, to preserve or grow NDT funds.

As described further in the NDT agreement in Enclosure 3A (with a redacted version provided in Enclosure 3B), the NDT funds will be segregated into two sub-accounts, a "Phase 1 Subaccount" and a "Phase 2 Subaccount." The Phase 2 Subaccount will contain a minimum amount of NDT assets that cannot be accessed until Phase 1 activities are complete, except in very limited circumstances. If TMI-2 Solutions depletes the Phase 1 Subaccount before conclusion of Phase 1 activities, TMI-2 Solutions is to use the additional financial assurance instruments and the performance guarantee discussed below before drawing funds from the Phase 2 Subaccount. This approach is designed to ensure that sufficient funding is in place throughout both phases of the TMI-2 Project to complete Decommissioning and site restoration.

3. Additional Financial & Performance Assurance

Beyond the funds that will be made available to TMI-2 Solutions from the current TMI-2 NDT, TMI-2 Solutions will also be able to draw upon several different financial instruments for additional Decommissioning funds if needed: (i) a Back-Up & Provisional Nuclear Decommissioning Trust, segmented into a Back-Up Trust Account and a Provisional Trust Account; (ii) an Irrevocable Letter of Credit; (iii) an Irrevocable Disposal Capacity Easement; (iv) a Financial Support Agreement; and (v) a Parent Guarantee. Further description of these instruments, as well as the form of the Financial Support Agreement and Parent Guarantee, can be found in Enclosure 4A (with redacted versions provided in Enclosure 4B).

Until the completion of Phase 1, the first four instruments will provide up to $100 million of additional financial assurance to support Decommissioning of TMI-2, *beyond* the assets of the NDT. After completion of Phase 1, certain of these instruments will remain in effect, to provide additional financial assurance for TMI-2 Decommissioning through the completion of Phase 2.

Energy*Solutions* will also provide a Parent Guarantee to the FirstEnergy Companies at Closing guaranteeing the payment and performance of the obligations of TMI-2 Solutions as to the TMI-2 Decommissioning. This guarantee makes the resources of Energy*Solutions* available to ensure the successful Decommissioning of TMI-2. The form of the Parent Guarantee can be found in Enclosure 4A (with a redacted version provided in Enclosure 4B).

B. Management of Debris Material

Following the Accident at TMI-2 in 1979, DOE collected approximately 99% of the spent nuclear fuel and damaged core material from the site, pursuant to DOE Contract No. DE-SC07-

83ID12355. Title to and possession of this material remains with DOE. Because the Accident occurred within the first few months of reactor operation, no spent nuclear fuel was otherwise stored at TMI-2. As stated in the December 4, 2015 PSDAR, it is reasonable to presume that DOE retains ultimate authority for disposal of remaining material, pursuant to Standard Contract DE-CR01-83NE44477.[11] This Standard Contract has an additional provision unique to TMI-2 as follows:

> All nuclear fuel used in future generation at TMI-2 as well as any damaged core material, if any, remaining after the completion of Contract No. 12355 [Contract No. DE-SC07-84ID12355] will be covered by the provisions of this Standard Contract. The fee for disposal of any such remaining damaged core material under the Standard Contract will be negotiated by GPU Nuclear and DOE in accordance with the requirements of the Nuclear Waste Policy Act.

The cost estimates for Decommissioning provided above and in Enclosure 7 include the costs for recovery and packaging of the Debris Material. Beyond this, however, pursuant to 10 CFR 50.33(k) and 50.54(bb), funds must be set aside for long-term storage of the Debris Material. TMI-2 Solutions conservatively estimates that long-term storage of Debris Material after the completion of Phase 2 of Decommissioning, until DOE acceptance will cost approximately $56 million (in 2019 dollars). This includes the cost of Decommissioning the storage facility after DOE acceptance. The NDT is anticipated to contain sufficient funds to support long-term storage of Debris Material until acceptance by DOE. If necessary, at an appropriate time, TMI-2 Solutions will submit an exemption request to authorize the use of NDT funds for management of the Debris Material.

At an appropriate time, TMI-2 Solutions will submit to the NRC a plan for management of Debris Material, which will provide more information about the long-term plan for management of Debris Material at TMI-2 until DOE acceptance.

C. Disposal of Low-Level Radioactive Waste

As discussed above and provided for in Enclosure 4A (with a redacted version provided in Enclosure 4B), Energy*Solutions* will make available an Irrevocable Disposal Capacity Easement for the benefit of the Decommissioning of TMI-2. This easement is sufficient to dispose of all of the Class A LLRW that may be shipped from the TMI-2 site and meets the acceptance criteria for disposal at the Energy*Solutions* Clive, Utah facility. Through these assets, TMI-2 Solutions is well qualified to assure the disposal of the LLRW generated from the TMI-2 site without significant risk to project completion.

D. Financial Qualifications Conclusion

In conclusion, TMI-2 Solutions is financially qualified to possess and eventually Decommission TMI-2. This is demonstrated by the assets of the TMI-2 NDT, which will transfer to TMI-2 Solutions at Closing and are sufficient to cover TMI-2 Decommissioning and long-term storage of Debris Material. TMI-2 Solutions' financial qualifications are further bolstered by the additional Decommissioning funding instruments and performance guarantee discussed in

[11] *See* TMI-2 December 4, 2015 PSDAR at 13-14 (discussing DOE responsibility for Debris Material).

Section V.A.3, and Enclosure 4A (with a redacted version provided in Enclosure 4B) as well as an Irrevocable Disposal Capacity Easement assuring the availability of LLRW disposal capacity at the Energy*Solutions* Clive, Utah disposal facility.

VI. OTHER REGULATORY CONSIDERATIONS

A. Restricted Data

This Application does not contain Restricted Data or other classified National Security Information, and it is not expected that any such information will be required to conduct TMI-2 Solutions' licensed activities. However, in the event that such information does become involved, and in accordance with 10 CFR 50.37, "Agreement Limiting Access to Classified Information," TMI-2 Solutions agrees that it will appropriately safeguard such information and will not permit any individual to have access to such information until the individual has been appropriately approved for such access under the provisions of 10 CFR Part 25, "Access Authorization for Licensee Personnel," and/or Part 95, "Facility Security Clearance and Safeguarding of National Security Information and Restricted Data."

B. Nuclear Insurance

Pursuant to the Purchase Agreement, TMI-2 Solutions will acquire the FirstEnergy Companies' rights to third party nuclear liability protection under the American Nuclear Insurers Facility Form policy for TMI-2. This policy covers the entire TMI site, and it is maintained by Exelon. TMI-2 Solutions will pay an allocated share of the premium for this policy. The Applicants request that the NRC approve assignment and transfer of the Price Anderson indemnity by amending Indemnity Agreement No. B-64 to delete references to "GPU Nuclear, Inc.," "Metropolitan Edison Company," "Jersey Central Power & Light Company," and "Pennsylvania Electric Company" and instead insert "TMI-2 Solutions, LLC" upon completion of the proposed license transfer. Participation in the secondary insurance pool for TMI-2 is not required pursuant to an exemption issued by the NRC on August 8, 1994 (59 Fed. Reg. 40,380).

Prior to Closing, TMI-2 Solutions will obtain $50 million of on-site nuclear property damage insurance from an appropriate insurer consistent with its requirements under 10 CFR 50.54(w), and the NRC exemption reducing on-site nuclear insurance for TMI-2 issued on July 27, 1999 (64 Fed. Reg. 40,631).

C. QA Program

Upon consummation of the transfer, TMI-2 Solutions will assume authority and responsibility for the functions necessary to fulfill the Quality Assurance ("QA") requirements of the technical specifications for PDMS and as specified for TMI-2 in the PDMS Quality Assurance Plan, Revision 17 (or later revision if effective). GPU Nuclear will transfer all of the current functions of the existing QA organization to TMI-2 Solutions, including those functions currently contracted, although TMI-2 Solutions may also contract with Energy*Solutions*, LLC for certain QA oversight and inspection functions. TMI-2 Solutions does not anticipate making any required changes to the existing QA program for TMI-2 at the time of the license transfer beyond conforming changes consistent with the license transfer, but any changes that do occur will be made in accordance with 10 CFR 50.54(a).

D. Conforming Amendments

The conforming changes proposed for the TMI-2 License and technical specifications are shown in Attachment 2 to the transmittal letter, and clean pages are provided as Attachment 3 to the transmittal letter. The changes conform the License and technical specifications to reflect the proposed transfer of authority and responsibility for licensed activities under the License to TMI-2 Solutions. The proposed license amendment does not involve any change in the design or licensing basis, plant configuration, the status of TMI-2, or the requirements of the License.

Consistent with the generic determination in 10 CFR 2.1315(a), the proposed conforming license amendment involves no significant hazards consideration, because it does no more than conform the 10 CFR Part 50 License and the Technical Specifications for PDMS to reflect the transfer action. The proposed approval does not: (1) involve an increase in the probability or consequences of an accident previously analyzed; (2) create the possibility of a new or different kind of accident from the accidents previously evaluated; or (3) involve a significant reduction in a margin of safety.

E. Environmental Considerations

This Application and accompanying administrative amendments are exempt from environmental review, because they fall within the categorical exclusion appearing at 10 CFR 51.22(c)(21), "Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions," for which neither an Environmental Assessment nor an Environmental Impact Statement is required. In any event, the proposed transfer will not result in any change in the types, or any increase in the amounts, of any effluents that may be released off-site, and will not cause any increase in individual or cumulative occupational radiation exposure.

F. Other Required Approvals

In addition to NRC approval, approval is required from the New Jersey Board of Public Utilities for the transfer of the TMI-2 assets to TMI-2 Solutions. In addition, a condition to Closing is favorable receipt of a private letter ruling from the Internal Revenue Service confirming that transfer of the NDT funds from the FirstEnergy Companies to TMI-2 Solutions is a non-taxable event. To the extent that satisfactory approvals/rulings are not timely obtained, the parties will update the NRC on such developments.

G. Requested Effective Date

The Applicants respectfully request that the NRC review and complete action on the Application as expeditiously as reasonably possible. In any event, the Applicants request issuance of an Order consenting to the transfer of the License by July 31, 2020, authorizing the transfer to take place at any time up to one year after the date of issuance. The Applicants also request that all required license amendments be approved on issuance of the Order, to be effective as of the date the transfer is completed. TMI-2 Solutions will notify the NRC staff at least two (2) business days prior to Closing (currently estimated to be in the second half of 2020).

The Applicants are prepared to work closely with the NRC Staff to facilitate the Application's review. The Applicants will advise the NRC if there are any significant changes that could have an impact on the Closing date.

VII. CONCLUSION

In summary, the proposed transfer of the License to TMI-2 Solutions will be consistent with the requirements of the Atomic Energy Act, NRC regulations, and regulatory guidance. Upon consummation of the transfer, TMI-2 Solutions will proceed expeditiously to complete the Decommissioning of TMI-2, so there will be no adverse impact on public health and safety. The transfer of the License will not be inimical to the common defense and security and does not involve foreign ownership, control or domination. The Applicants therefore request that the NRC consent to the transfer in accordance with 10 CFR 50.80 and approve the conforming administrative amendment pursuant to 10 CFR 50.92.

ENCLOSURE 1B

ASSET PURCHASE AND SALE AGREEMENT

(NON-PROPRIETARY)

ASSET PURCHASE AND SALE AGREEMENT

BY AND AMONG

GPU NUCLEAR, INC.,

METROPOLITAN EDISON COMPANY,

PENNSYLVANIA ELECTRIC COMPANY,

JERSEY CENTRAL POWER & LIGHT COMPANY,

AND

TMI-2 SOLUTIONS, LLC

DATED AS OF OCTOBER 15, 2019

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT is made and entered into as of October 15, 2019 (the "Contract Date"), by and among GPU NUCLEAR, INC., a New Jersey corporation ("GPUN"), METROPOLITAN EDISON COMPANY, a Pennsylvania corporation ("MetEd"), JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey corporation ("JCP&L"), and PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation ("Penelec," and together with MetEd and JCP&L, individually and collectively, "Sellers") and TMI-2 Solutions, LLC ("Buyer"). Sellers, GPUN and Buyer are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Sellers own the Three Mile Island Nuclear Station Unit No. 2 ("TMI-2") located in Middletown, Pennsylvania, and certain other assets associated therewith and ancillary thereto, and, as owners, are licensees on the NRC Facility Possession Only License No. DPR-73.

WHEREAS, on behalf of Sellers, GPUN maintains TMI-2 and holds NRC Facility Possession Only License No. DPR-73 to possess TMI-2.

WHEREAS, Buyer desires to purchase and assume, and Sellers desire to sell and assign, the Assets (as defined below) and certain associated liabilities, for the purpose of the Decommissioning (as defined below) of TMI-2, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms have the meanings specified in this Section 1.1.

"Affiliate" means those Persons that, directly or indirectly, through one or more intermediaries, now or hereafter, own or control, are owned or controlled by, or are under common ownership or control with a Party, where "control" (including the terms "controlled by" and "under common control with") means (i) at least a fifty percent (50%) ownership interest, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock or other securities, as trustee or executor, by contract or credit arrangement or otherwise.

"Agreement" means this Asset Purchase and Sale Agreement together with the Schedules and Exhibits attached hereto, each of which is incorporated herein in its entirety by this reference, as the same may be amended from time to time.

"Amended and Restated LLC Agreement" means the amended and restated limited liability company agreement governing Buyer in accordance with the Laws of the State of Delaware, in the form attached hereto as Exhibit F.

"Ancillary Agreements" means the Decommissioning Completion Agreement, the Parent Guarantee, the Buyer's Nuclear Decommissioning Trust Agreement, the Back-Up & Provisional Trust Agreement, the Amended and Restated LLC Agreement, the Assignment and Assumption Agreement, the Bill of Sale, the Deed, the Financial Support Agreement, the Disposal Capacity Easement and any other agreement between or among Sellers or an Affiliate of Sellers on the one hand, and Buyer or an Affiliate of Buyer, on the other hand, contemplated by this Agreement or the Decommissioning Completion Agreement.

"ANI" means American Nuclear Insurers, or any successors thereto.

"Assets" has the meaning set forth in Section 2.1.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement among Sellers and Buyer in the form attached hereto as Exhibit A.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Atomic Energy Act" means the Atomic Energy Act of 1954, as amended, 42 U.S.C. Section 2011 *et seq.*

"Back-Up & Provisional Trust Agreement" means the trust agreement by and between Buyer and a qualified trustee with respect to the Provisional Trust Account and the Back-Up Trust Account, substantially in the form set forth in Exhibit H.

"Back-Up Trust Account" means a trust account held by a qualified trustee under the Back-Up & Provisional Trust Agreement, meeting the requirements of Section 6.14.3.

"Bill of Sale" means the Bill of Sale, in the form attached hereto as Exhibit B.

"Business Day" means any day other than Saturday, Sunday and any day on which banking institutions in the State of New York are authorized by Law or other governmental action to close.

"Buyer" has the meaning set forth in the preamble.

"Buyer Indemnitee" has the meaning set forth in Section 8.1.2.

"Buyer Material Adverse Effect" means any change or changes in, or effect on, the business, assets, operations or condition (financial or otherwise) of Buyer or the Parent Guarantor that individually or cumulatively are or reasonably could materially adversely impact the ability of Buyer or the Parent Guarantor to perform their respective obligations contemplated hereunder or under the Ancillary Agreements, as applicable.

"Buyer Parties" means Buyer, the Parent Guarantor, each of their Affiliates, and their respective members, stockholders, managers, officers, directors, employees, agents, successors, and assigns.

"Buyer Proprietary Information" means (i) all drawings, reports, data, materials or other information relating to Buyer's plans for the possession and maintenance and Decommissioning of, actual or proposed, or otherwise pertaining to the Assets; (ii) any financial, operational or other information concerning Buyer or its Affiliates or their respective assets and properties, including geologic, geophysical, scientific or other technical information and know-how, inventions and trade secrets, whether provided before or after the Contract Date, whether oral or written or in electronic or digital media, and regardless of the manner in which it is furnished, that is provided by or on behalf of Buyer or its respective Representatives to Sellers or its Representatives, including any such information provided to Sellers or its Representatives pursuant to Section 6.3; and (iii) any Third Party Proprietary Information; provided that Buyer Proprietary Information does not include any such information which (a) is or becomes generally available to the public other than as a result of a disclosure by Sellers or its Representatives; (b) was available to Sellers or its Representatives on a non-confidential basis prior to its disclosure by Buyer or its respective Representatives; (c) becomes available to Sellers or its Representatives on a non-confidential basis from a Person other than Buyer or its respective Representatives who is not otherwise bound by a confidentiality agreement with Buyer, or is otherwise not under any obligation to Buyer not to transmit the information to third parties; (d) was independently developed by Sellers or its Representatives without reference to or reliance upon Buyer Proprietary Information; or (e) is disclosed pursuant to any other agreement between Buyer and Sellers or their respective Affiliates (excluding the Ancillary Agreements).

"Buyer QDF" means the external trust fund maintained by Buyer after the Closing Date for purposes of Decommissioning TMI-2 which the IRS has determined prior to the Closing Date meets the requirements of Code Section 468A and Treas. Reg. §1.468A-5.

"Buyer's Nuclear Decommissioning Trust Agreement" means the trust agreement with respect to the Buyer QDF, substantially in the form set forth in Exhibit G, by and between Buyer and a qualified trustee.

"Buyer's Required Regulatory Approvals" means the regulatory approvals identified in Schedule 5.4.2.

"Byproduct Material" means any radioactive material (except Special Nuclear Material) yielded in, or made radioactive by, exposure to the radiation incident to the process of producing or utilizing Special Nuclear Material.

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Contract Date" has the meaning set forth in the preamble.

"Decommission" and "Decommissioning" means (i) the retirement, dismantlement and removal of TMI-2, decontamination of TMI-2 and the TMI-2 Site in compliance with all applicable Nuclear Laws and Environmental Laws (including the applicable requirements of the Atomic Energy Act and the NRC's rules, regulations, orders and pronouncements thereunder), and the reduction or removal of radioactivity at the TMI-2 Site or around the TMI-2 Site but not including TMI-1 to a level that permits the release of all of the TMI-2 Site for unrestricted use, as defined in 10 CFR 20.1402; (ii) restoration of the TMI-2 Site in accordance with applicable Laws; and (iii) any planning and administrative activities incidental thereto.

"Decommissioning Completion Agreement" means the Decommissioning Completion Agreement in the form attached hereto as Exhibit D, to be entered into by Purchaser Guarantor, Buyer and Sellers at the Closing, which, among other things, shall govern certain aspects of the post-Closing, long-term relationship of the Parties.

"Deed" means the deed in the form attached hereto as Exhibit C.

"Department of Energy" or "DOE" means the United States Department of Energy and any successor agency thereto.

"Department of Justice" means the United States Department of Justice and any successor agency thereto.

"Disposal Capacity Easement" means an easement providing for an assignable and marketable asset appurtenant to, and running with title to, the Real Property, providing an irrevocable right to capacity at the Parent Guarantor's Clive, Utah facility for the disposal of any or all of the Low Level Waste at the TMI-2 Site that is compliant with the waste acceptance criteria for such facility, in the form attached hereto as Exhibit I.

"Encumbrances" means any mortgages, pledges, liens, security interests, conditional and installment sale agreements, activity and use limitations with respect to the Real Property imposed by contract, conservation easements, deed restrictions, easements, encumbrances and charges of any kind.

"Energy Reorganization Act" means the Energy Reorganization Act of 1974, as amended, 42 U.S.C. §§ 5801 *et seq.*

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

"Environmental Claim" means any and all written communications, administrative or judicial actions, suits, orders, liens, complaints, notices, including notices of violations of Environmental Laws, requests for information relating to the Release or threatened Release of Hazardous Substances into the Environment, proceedings, or other written communication, pursuant to or relating to any applicable Environmental Law by or before any Governmental Authority based upon, alleging, asserting, or claiming any actual or potential, and whether civil, criminal or administrative: (i) violation of, or Liability under, any Environmental Laws;

(ii) violation of any Environmental Permit; or (iii) Liability for investigatory costs, cleanup costs, removal costs, remedial costs, response costs, monitoring costs, natural resource damages, property damage, personal injury, fines, or penalties arising out of, based on, resulting from, or related to the presence, Release, or threatened Release into the Environment of any Hazardous Substances.

"Environmental Laws" means all Laws regarding pollution or protection of the Environment or human health (as it relates to exposure to Hazardous Substances), the conservation and management of natural resources and wildlife, including Laws relating to the manufacture, processing, distribution, use, generation, treatment, storage, Release, transport, disposal or handling of Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. 2601, *et seq.*; the Clean Air Act, 42 U.S.C. 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*; the Emergency Planning & Community Right-to-Know Act , 42 U.S.C. 11001 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the National Environmental Policy Act, 40 U.S.C. Section 4321 *et seq.*; and any state or local Laws analogous to the foregoing; but not including Nuclear Laws.

"Environmental Liabilities" means any Liability relating to (i) the disposal, storage, transportation, Release, recycling, or the arrangement for such activities of Hazardous Substances from TMI-2 or the TMI-2 Site; (ii) the presence of Hazardous Substances in, on or under or migrating from the TMI-2 Site that would require Remediation under Environmental Laws, regardless of how the Hazardous Substances came to rest at, on or under the TMI-2 Site; (iii) the failure of TMI-2 or the TMI-2 Site to be in material compliance with any Environmental Laws; and (iv) any other act or omission or condition existing with respect to the TMI-2 Site that gives rise to any liability under Environmental Laws.

"Environmental Permit" means any federal, state or local permits, licenses, approvals, consents, registrations or authorizations required by any Governmental Authority with respect to TMI-2 or the TMI-2 Site under or in connection with any Environmental Law, including any and all orders, consent orders or binding agreements issued or entered into by a Governmental Authority under any applicable Environmental Law, but excluding the NRC License.

"Estimated NDT Income Taxes" has the meaning set forth in Section 6.11.3(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Environmental Liabilities" means (i) all Environmental Liabilities existing prior to or as of the Closing Date [ ] pursuant to Section 4.9; and (ii) all Environmental Liabilities arising out of or resulting from the off-site disposal, storage, transportation or recycling, of any Hazardous Substances generated at the TMI-2 Site or generated at any other properties owned, leased or operated by Sellers or its Affiliates in connection with the ownership or operation of TMI-2 or the TMI-2 Site, in all cases,

prior to or as of the Closing Date[
]. For the purposes of this Agreement, "off-site" means off the TMI-2 Site.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Exelon" means Exelon Generation Company, LLC, or any successor thereto.

"Exelon Agreements" means the agreements between Exelon (or any of Exelon's Affiliates or predecessors in interest) and any of the Sellers (or any of their affiliates or predecessors in interest) related to the operation, management or Decommissioning of TMI-2 or the Decommissioning of TMI-1, as set forth on Schedule 1.1(b).

"Federal Trade Commission" means the United States Federal Trade Commission or any successor agency thereto.

"Financial Support Agreement" means an agreement by and between Buyer and the Parent Guarantor in the form attached hereto as Exhibit J, whereby the Parent Guarantor agrees to provide up to a specified amount of funding to Buyer in an amount equal to the sum of:
[

], for Buyer to perform its obligations under this Agreement and complete the Decommissioning of TMI-2 and the TMI-2 Site.

"FIRPTA" means the Foreign Investment in Real Property Tax Act of 1980, as amended.

"GAAP" means accounting principles generally accepted in the U.S., consistently applied.

"Good Industry Practices" means any of the practices, methods and activities generally accepted by a significant portion of the commercial nuclear industry in the United States of America with generating plants undergoing decommissioning as good practices, and consistent with current practice at TMI-2 as of the Contract Date, or any of the practices, methods or activities which, in the exercise of reasonable judgment by a prudent Person that owns or possesses non-operating nuclear generating facilities, as applicable, in light of the facts known at the time the decision was made, would reasonably have been expected to accomplish the desired result at a reasonable cost in a manner consistent with good business practices, reliability, safety, expedition and applicable Laws including Nuclear Laws and Environmental Laws. Good Industry Practices are not intended to be limited to the optimal practices, methods or acts to the exclusion of all others, but rather to be practices, methods or acts generally accepted in the commercial nuclear industry.

"Governmental Authority" and "Governmental Authorities" means any federal, state, local, provincial, foreign, international or other governmental, regulatory or administrative agency, legislature, bureau, branch, taxing authority, commission, department, board, or other governmental subdivision, court, tribunal, magistrate, justice, arbitrating body, quasi-governmental authority or other governmental authority.

"GPUN" has the meaning set forth in the preamble.

"GTCC Waste" means radioactive waste that is defined as Greater Than Class C waste under the NRC regulations.

"Hazardous Substances" means: (i) any petroleum, asbestos, asbestos-containing material, and urea formaldehyde foam insulation and transformers or other equipment that contains polychlorinated biphenyls; (ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "solid wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," "toxic pollutants," "hazardous air pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law; and (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law; excluding any Nuclear Material.

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

"Income Tax" means any Tax (i) based upon, measured by or calculated with respect to net income, profits or receipts (including capital gains Taxes and minimum Taxes); or (ii) based upon, measured by or calculated with respect to multiple bases (including corporate franchise Taxes) if one or more of the bases on which such Tax may be based, measured by or calculated with respect to, is described in clause (i), in each case together with any interest, penalties or additions to such Tax without taking into account net operating losses or other offsets.

"Indemnifiable Loss" means all claims, demands, suits, Losses and Liabilities (including reasonable attorneys' fees and reasonable disbursements in connection therewith).

"Indemnifying Party" has the meaning set forth in Section 8.1.3.

"Indemnitee" means either a Seller Indemnitee or a Buyer Indemnitee.

"Independent Accounting Firm" has the meaning set forth in Section 6.11.5.

"Intellectual Property" means (i) trademarks, service marks, logos, brand names, trade names, domain names and corporate names, including all common law rights, goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (ii) inventions, improvements thereto, patents, patent applications and patent disclosures; (iii) trade secrets, know-how, and tangible or intangible proprietary business information; (iv) Software; (v) Software code (in any form including source code and executable or object code), databases and data; (vi) copyrightable works, copyrights, and related applications, registrations, and renewals; and (vii) all copies and tangible embodiments of all the foregoing, in whatever form or medium.

"Investment Guidelines" has the meaning set forth in Section 6.7.4.

"IRS" means the United States Internal Revenue Service or any successor agency thereto.

"Knowledge" means (i) with respect to Buyer, the actual knowledge (based on a reasonable inquiry) of the officers and employees of Buyer listed on Schedule 1.1(c); and (ii) with respect to Sellers, the actual knowledge (based on a reasonable inquiry) of the officers and employees of Sellers listed on Schedule 1.1(d).

"Law" or "Laws" means all laws, rules, rulings, regulations, directives, standards, codes, statutes, ordinances, permits or licenses and permit or license conditions, judgments, orders, judicial decrees, injunctions, treaties, and administrative orders of any Governmental Authority, including administrative and judicial interpretations thereof, including Environmental Laws, Health and Safety Laws, Nuclear Laws, privacy and consumer protection laws, tax laws and applicable tax treaties, building, and labor and employment laws.

"Liability" or "Liabilities" means any indebtedness, damage, liability or obligation (whether direct or indirect, whether known or unknown, whether asserted or not asserted, whether absolute or contingent, whether accrued or not accrued, whether liquidated or unliquidated, and whether due or to become due and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto.

"Loss" or "Losses" means any and all damages, fines, fees, penalties, deficiencies, Taxes, losses, costs and expenses (including all Remediation costs, reasonable accountants' fees and other reasonable experts' fees, or other reasonable expenses of litigation or actions, suits or proceedings, settlements or compromises relating thereto or of any claim, default or assessment).

"Low Level Waste" means radioactive waste (i) not classified as Spent Nuclear Fuel, high level waste, transuranic waste, or byproduct material as defined in Section 11e.(2) of the Atomic Energy Act (42 U.S.C. § 2014(e)(2)); and (ii) the NRC, consistent with then-current Law and clause (i) above, classifies as low-level radioactive waste.

"Material Contracts" has the meaning set forth in Section 4.10.1.

"NDT Income Tax Overpayment" has the meaning set forth in Section 6.11.3(c).

"NEIL" means Nuclear Electric Insurance Limited, or any successor thereto.

"Non-Disclosure Agreement" means the Amended and Restated Mutual Nondisclosure Agreement dated as of January 25, 2018 by and between FirstEnergy Services Company on behalf of Sellers, and the Parent Guarantor.

"NRC" means the United States Nuclear Regulatory Commission and any successor agency thereto.

"NRC License" has the meaning set forth in Section 4.13.

"Nuclear Laws" means all Laws, other than Environmental Laws, relating to the regulation of nuclear power plants, Source Material, Byproduct Material and Special Nuclear Materials; the regulation of Low Level Waste, Phase 1 Debris Material and Spent Nuclear Fuel;

the transportation and storage of Nuclear Materials; the regulation of Safeguards Information; the regulation of Nuclear Fuel; the enrichment of uranium; the disposal and storage of Spent Nuclear Fuel and Phase 1 Debris Material; contracts for and payments into the Nuclear Waste Fund; and the antitrust Laws and the Federal Trade Commission Act, as applicable to specified activities or proposed activities of certain licensees of commercial nuclear reactors. Nuclear Laws include the Atomic Energy Act of 1954; the Price-Anderson Act; the Energy Reorganization Act of 1974; Convention on the Physical Protection of Nuclear Material Implementation Act of 1982, Public Law 97-351; 96 Stat. 1663; the Foreign Assistance Act of 1961, 22 U.S.C. §§ 2429 *et seq.*; the Nuclear Non-Proliferation Act of 1978, 22 U.S.C. § 3201; the Low-Level Radioactive Waste Policy Act, 42 U.S.C. §§ 2021b *et seq.*; the Nuclear Waste Policy Act; the Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. §§ 2021d, 471; the Energy Policy Act of 1992, 4 U.S.C. §§ 13201 *et seq.*; the provisions of 10 CFR § 73.21; the regulations in 10 CFR Part 810 administered by the United States Department of Energy; and any state or local Laws, other than Environmental Laws, analogous to the foregoing.

"Nuclear Material" means Source Material, Byproduct Material, Special Nuclear Material, Low Level Waste, Phase 1 Debris Material and Spent Nuclear Fuel.

"Nuclear Waste Fund" means the fund established by Section 302(c) of the Nuclear Waste Policy Act in which the Spent Nuclear Fuel Fees to be used for the design, construction and operation of a high level waste repository and other activities related to the storage and disposal of Spent Nuclear Fuel, high level waste and GTCC Waste are deposited.

"Nuclear Waste Policy Act" means the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. §§ 10101 *et seq.*

"Parent Guarantee" means a guaranty in the form attached hereto as Exhibit E issued by the Parent Guarantor in favor of Sellers, pursuant to which the Parent Guarantor guarantees the payment and performance of the obligations of Buyer under this Agreement and the Ancillary Agreements.

"Parent Guarantor" means Energy*Solutions*, Inc., a Delaware corporation.

"Party" (and the corresponding term "Parties") has the meaning set forth in the preamble.

"Permits" has the meaning set forth in Section 4.12.1.

"Permitted Encumbrances" means: (i) statutory liens for Taxes (other than Income Taxes) or other governmental charges or assessments not yet due or delinquent or the validity of which are being contested in good faith by appropriate proceedings; (ii) mechanics', materialmen's, carriers', workers', repairers' and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of Sellers or the validity of which are being contested in good faith, and which do not, individually or in the aggregate, exceed One Million Dollars ($1,000,000); (iii) zoning, entitlement, conservation restriction and other land use and environmental regulations imposed by Governmental Authorities as set forth in publically recorded documents; and (iv) without waiving any representations or warranties made by Sellers under this Agreement with respect to such matters,

such other liens, imperfections in or failures of title, easements, leases, licenses, restrictions, activity and use limitations, conservation easements, encumbrances and encroachments, as do not, individually or in the aggregate, reasonably be expected to detract from the value of the Assets in an amount in excess of One Million Dollars ($1,000,000).

"Person" means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, association, or Governmental Authority.

"Phase 1 Debris Material" means any material recovered or classified as damaged core material, high level waste or GTCC Waste, in whatever form or condition, that exists at the TMI-2 Site.

"PLR" has the meaning set forth in Section 6.9.3.

"Pre-Closing Period" means the period beginning on the Contract Date and ending on the Closing Date.

"Price-Anderson Act" means Section 170 of the Atomic Energy Act and related provisions of Section 11 of the Atomic Energy Act.

"Project Review Committee" has the meaning set forth in Section 6.7.2.

"Proprietary Information" means the Buyer Proprietary Information or the Sellers Proprietary Information, or both, as the context requires.

"Provisional Trust Account" means a trust account held by a qualified trustee under the Back-Up & Provisional Trust Agreement, meeting the requirements of Section 6.14.3.

"Purchase Price" has the meaning set forth in Section 3.2.

"QDF" means all of the nuclear decommissioning trust funds established by the Sellers or their respective Affiliates and maintained by the Sellers and their Affiliates, as applicable, with respect to TMI-2 for purposes of Decommissioning TMI-2 and the TMI-2 Site, which meet the requirements of Code Section 468A and Treas. Reg. § 1.468A-5.

"Real Property" means the real property and real property interests that form the TMI-2 Site, as more particularly described in Schedule 4.6.1.

"Real Property Agreements" has the meaning set forth in Section 4.7.

"Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping or disposing of a Hazardous Substance into the Environment or within any building, structure, facility or fixture; provided, however, that "Release" shall not include any release to the extent permissible under applicable Environmental Permits or the NRC License.

"Remediation" means action of any kind required by any applicable Law or order of a Governmental Authority to address a Release, the threat of a Release or the presence of

Hazardous Substances, including any or all of the following activities: (i) monitoring, investigation, sampling and analysis, assessment, treatment, cleanup, containment, removal, mitigation, response or restoration work; (ii) obtaining any permits, consents, approvals or authorizations of any Governmental Authority necessary to conduct any such activity; (iii) preparing and implementing any plans or studies for any such activity; (iv) obtaining a written notice from a Governmental Authority with jurisdiction under Environmental Laws that no material additional work is required by such Governmental Authority; (v) the use, implementation, application, installation, operation or maintenance of remedial action, remedial technologies applied to the surface or subsurface soils, excavation and treatment or disposal of soils, systems for long term treatment of surface water or groundwater, engineering controls or institutional controls; and (vi) any other activities required under Environmental Laws to address the presence or Release of Hazardous Substances.

"Representatives" of a Party means the Affiliates of such Party, and such Party's and such Affiliates' respective directors, managers, officers, employees, agents, partners, advisors (including accountants, legal counsel, environmental consultants, and financial advisors) and other authorized representatives.

"Required Regulatory Approvals" means the Buyer Required Regulatory Approvals and the Sellers Required Regulatory Approvals.

"Safeguards Information" means information that is required to be protected under the terms of 10 C.F.R. § 73.21.

"Sellers" or "Seller" has the meaning set forth in the preamble.

"Seller Indemnitee" has the meaning set forth in Section 8.1.1.

"Seller Material Adverse Effect" means: any change or changes in, or effect on, the Assets that individually or cumulatively are or reasonably could: (i) (a) materially impair Buyer's intended ownership, possession, or use of the Assets; or (b) materially impair, condition, delay or prevent the intended occupancy, possession or use of TMI-2 or the TMI-2 Site for Decommissioning by Buyer; or (ii) materially impair, condition, delay or prevent the ability of Sellers to perform their obligations hereunder or under the Ancillary Agreements. Notwithstanding the foregoing, clause (i) of the definition of "Seller Material Adverse Effect" shall not include (A) any change in any Law generally applicable to similarly situated Persons; (B) any change in the application or enforcement of any Law, by any Governmental Authority, with respect to TMI-2 or to similarly situated Persons, unless such change in application or enforcement prohibits consummation of or materially impair the transactions contemplated by this Agreement; (C) any changes resulting from or associated with acts of war or terrorism or changes imposed by a Governmental Authority associated with additional security to address concerns of terrorism; (D) effects of weather, meteorological events or other natural disasters or natural occurrences beyond the control of Sellers; (E) changes or adverse conditions in the financial, banking or securities markets, including those relating to debt financing and, in each case, including any disruption thereof and any decline in the price of any security or any market index; (F) any change in accounting requirements or GAAP; (G) any litigation relating to this Agreement or the applicable transactions commenced by Buyer or its Affiliates against a Seller

or its Affiliates; (H) effects of public perceptions of nuclear generation facilities or matters related thereto; or (I) any action taken (or not taken) by a Seller at the written request of Buyer or Buyer's Affiliates; and provided, further, that the exceptions contained in the foregoing clauses shall not apply if an event, change, effect, development, condition or occurrence has a disproportionate adverse effect on Sellers, the Assets or the TMI-2 Site as compared to the effect of such event, change, effect, development, condition or occurrence has on other companies or facilities operating in the industries in which Sellers or the TMI-2 Site operates.

"Seller Parties" means Sellers, its Affiliates, and their respective members, officers, directors, employees, agents, successors, and assigns.

"Sellers Proprietary Information" means (i) all drawings, reports, data, Software, materials or other information relating to the operation and maintenance or Decommissioning, actual or proposed, of TMI-2 or the TMI-2 Site prior to the Closing Date, or otherwise pertaining to the Assets; (ii) any financial, operational or other information concerning Sellers, GPUN or their respective Affiliates, assets or properties, including geologic, geophysical, scientific or other technical information, and know-how, inventions and trade secrets; (iii) any Third Party Proprietary Information; or (iv) any other information, in each case whether furnished before or after the Contract Date, whether oral or written or in electronic or digital media, and regardless of the manner in which it is furnished, that is provided by or on behalf of Sellers or its Representatives to Buyer or its Representatives, including any such information that may be included or reflected in reports, analysis or other documents prepared by or on behalf of Buyer or its Representatives and any information provided to or obtained by Buyer or its Representatives pursuant to Section 6.1 or 6.3; provided that Sellers Proprietary Information does not include any such information which (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer or its Representatives; (b) was available to Buyer or its Representatives on a non-confidential basis prior to its disclosure by or on behalf of Sellers or its Representatives; (c) becomes available to Buyer or its Representatives on a non-confidential basis from a Person other than Sellers or its Representatives who is not otherwise bound by a confidentiality agreement with Sellers or its Representatives, or is otherwise not under any obligation to Sellers or its Representatives not to transmit the information to third parties; (d) was independently developed by Buyer or its Representatives without reference to or reliance upon Sellers Proprietary Information; or (e) is disclosed pursuant to any other agreement between Buyer and Sellers or their respective Affiliates (excluding the Ancillary Agreements).

"Sellers' Required Regulatory Approvals" means the regulatory approvals identified in Schedule 4.3.2.

"Software" means computer software, together with, as applicable, object code, source code and firmware.

"Source Material" means: (a) uranium or thorium or any combination thereof, in any physical or chemical form, or (b) ores which contain by weight one-twentieth of one percent (0.05%) or more of (i) uranium, (ii) thorium, or (iii) any combination thereof. Source Material does not include Special Nuclear Material.

"Special Nuclear Material" means (a) plutonium, uranium-233, uranium enriched in the isotope-233 or in the isotope-235, and any other material that the NRC determines to be "Special Nuclear Material;" and (b) any material artificially enriched by any of the materials or isotopes described in clause (a). Special Nuclear Material includes the Spent Nuclear Fuel; provided, however, that Special Nuclear Material does not include Source Material.

"Spent Nuclear Fuel" means any nuclear fuel and related components that have been permanently withdrawn from the TMI-2 nuclear reactor following irradiation.

"Standard Spent Fuel Disposal Contract" means DOE Contract No. DE-CR01-83NE44477, Contract for Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste dated June 27, 1983, as amended.

"Tangible Personal Property" has the meaning set forth in Section 2.1.6.

"Tax Contest" has the meaning set forth in Section 6.11.8.

"Tax Return" means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) required to be supplied to any Governmental Authority with respect to Taxes including amendments thereto, including any information return filed by a tax exempt organization and any return filed by a nuclear decommissioning trust.

"Tax" or "Taxes" means, all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local, provincial or foreign taxing authority, including income, gross receipts, excise, real or personal property, sales, transfer, customs, duties, franchise, payroll, withholding, social security, receipts, license, stamp, occupation, employment, or any tax based upon, measured by or calculated with respect to the generation of electricity or other taxes, including (i) any interest, penalties or additions attributable thereto or to any failure to comply with any requirement imposed with respect to any Tax Return; (ii) any payments to any state, local, provincial or foreign taxing authorities in lieu of any such taxes, charges, fees, levies or assessments; and (iii) any liability for items described above by reason of contract or operation of law.

"Termination Date" has the meaning set forth in Section 9.1.4.

"Third Party Claim" has the meaning set forth in Section 8.2.1.

"Third Party Proprietary Information" means any drawings, reports, data, Software, materials, scientific or other technical information, know-how and inventions pertaining to any proprietary or confidential information provided by, or Intellectual Property of, any Person not a Party to this Agreement and not Affiliated with a Party to this Agreement that has or is providing goods or services with respect to TMI-2 or the TMI-2 Site.

"TMI-1" means Three Mile Island Nuclear Station Unit No. 1. Any reference to TMI-1 shall include the real property and facilities of TMI-1 that were transferred to AmerGen Energy Company, LLC pursuant to that certain Asset Purchase Agreement dated October 15, 1998, by

and among Sellers and AmerGen Energy Company, LLC, and are now held by Exelon, as successor to AmerGen Energy Company, LLC.

"TMI-2" has the meaning set forth in the Recitals.

"TMI-2 Site" means all of the real property subject to the NRC License for TMI-2 and the real property and the facilities located thereon, as depicted on Exhibit L. Any reference to the TMI-2 Site shall not include any of the real property and facilities of TMI-1 that were transferred to AmerGen Energy Company, LLC pursuant to that certain Asset Purchase Agreement, dated October 15, 1998, by and among Sellers and AmerGen Energy Company, LLC, and are now held by Exelon as successor to AmerGen Energy Company, LLC. Any reference to the TMI-2 Site shall include, by definition, the surface and subsurface elements, including the soils and groundwater present at the TMI-2 Site and any references to items "at the TMI-2 Site" shall include all items "at, in, on, upon, over, across, under, and within" the TMI-2 Site.

"Transfer PLR" has the meaning set forth in Section 6.9.3.

"Transfer Taxes" means any real property transfer, sales, use, value added, stamp, documentary, recording, registration, conveyance, stock transfer, intangible property transfer, personal property transfer, gross receipts, registration, duty, securities transactions or similar fees or Taxes or governmental charges of a similar nature (together with any interest or penalty, addition to Tax or additional amount imposed) as levied by any Governmental Authority in connection with the transfer of title to the Assets to Buyer and the assumption by Buyer of the Assumed Liabilities, including any payments made in lieu of any such Taxes or governmental charges which become payable in connection with the transactions contemplated by this Agreement.

"Transferable Permits" means those Permits and Environmental Permits that are transferable, and that the Sellers have agreed shall be transferred to Buyer at the Closing, as set forth on Schedule 2.1.11.

"Transmission Assets" means the electrical transmission or distribution facilities (as opposed to generation facilities) of Sellers or any of the Affiliates located at the TMI-2 Site (whether or not regarded as a "transmission" or "generation" asset for regulatory or accounting purposes), including all switchyard facilities, substation facilities and support equipment, as well as all permits, contracts and warranties, to the extent they relate to such transmission and distribution assets, and those certain assets, facilities and agreements identified on Schedule 1.1(e).

"Treasury Regulations" means Treasury Regulations promulgated under the Code. Any reference to a Treasury Regulation includes a reference to the corresponding provision in any predecessor Treasury Regulation.

"Trustee" means the trustee of the QDF appointed by Sellers pursuant to Sellers' decommissioning trust agreements.

1.2 Certain Interpretive Matters. Unless otherwise required by the context in which any term appears:

(i) The singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

(ii) References to "Articles," "Sections," "Schedules" or "Exhibits" shall be to articles, sections, schedules or exhibits of or to this Agreement, and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(iii) The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection, of this Agreement; the words "include," "includes" or "including" shall mean "including, but not limited to" or "including, without limitation"; except when used together with the word "either" or otherwise for purposes of identifying mutually exclusive alternatives, the word "or" shall not be exclusive; and the terms "will" and "shall" shall be deemed to have the same meaning. The word "threatened" refers to threats made in writing.

(iv) The term "day" shall mean a calendar day, commencing at 12:01 a.m. (Eastern Time). The term "week" shall mean any seven consecutive day period commencing on a Sunday, and the term "month" shall mean a calendar month; provided, however, that when a period measured in months commences on a date other than the first day of a month, the period shall run from the date on which it starts to the corresponding date in the next month and, as appropriate, to succeeding months thereafter. Whenever an event is to be performed or a payment is to be made by a particular date and the date in question falls on a day which is not a Business Day, the event shall be performed, or the payment shall be made, on the next succeeding Business Day; provided, however, that all calculations shall be made regardless of whether any given day is a Business Day and whether or not any given period ends on a Business Day.

(v) All references to a particular entity shall include such entity's permitted successors and permitted assigns unless otherwise specifically provided herein.

(vi) All references herein to any Law shall be to such Law or any successor to such Law, and references to any contract or other agreement, shall be to such contract or other agreement as amended, supplemented or modified from time to time, in each case unless otherwise specifically provided herein.

1.2.2 Headings. The table of contents and the titles or headings of the Articles and Sections hereof and Exhibits and Schedules hereto have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

1.2.3 No Presumption. This Agreement was negotiated and prepared by the Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed

against one Party on the ground that such Party is the author of this Agreement or any part hereof.

ARTICLE II PURCHASE AND SALE

2.1 Assets. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, on the Closing Date, Sellers will deliver to Buyer one or more Deeds, Bills of Sale and Assignment and Assumption Agreements, as applicable, whereby Sellers will sell, assign, convey, transfer and deliver, or caused to be sold, assigned, conveyed, transferred and delivered to Buyer, and Buyer will acquire from Sellers, free and clear of all Encumbrances (except for the Permitted Encumbrances), all of Sellers' or Sellers' Affiliates' right, title and interest in and to the following, wherever located (collectively, the "Assets"):

2.1.1 All of the Real Property as described in Schedule 4.6.1, together with the improvements located thereon and appurtenances thereto, including all intangible assets and rights of any kind or nature appurtenant thereto, or associated therewith;

2.1.2 The Real Property Agreements and all rights thereunder;

2.1.3 All right, title and interest in TMI-2 not otherwise transferred to Buyer pursuant to Section 2.1.1;

2.1.4 The NRC License and Sellers' rights, title and interest in NRC Indemnity Agreement No. B-64;

2.1.5 The assets of the QDF, including all profits, dividends, income, interest and earnings accrued thereon;

2.1.6 Machinery, mobile or otherwise, equipment, vehicles, tools, spare parts, materials, works in progress, fixtures, furniture and furnishings and other personal property at the TMI-2 Site, including all emergency warning devices and assets and the items of personal property owned and located at TMI-2 or the TMI-2 Site (collectively, "Tangible Personal Property");

2.1.7 All unexpired warranties from third parties with respect to Tangible Personal Property that are transferrable without notice or consent;

2.1.8 The Material Contracts (except as set forth on Schedule 4.10(ii)) and all rights thereunder, including the Standard Spent Fuel Disposal Contract;

2.1.9 All books, operating records, licensing records, quality assurance records, purchasing records, and equipment repair, maintenance or service records relating exclusively to the design, construction, licensing, operation or Decommissioning of TMI-2 or the TMI-2 Site; operating, safety and maintenance manuals, inspection reports, environmental assessments, engineering design plans, documents, blueprints and as-built plans, specifications, procedures and other similar items, wherever located, relating exclusively to TMI-2 or the TMI-2 Site, together with all other records and information required by applicable Law to be maintained concerning the foregoing and relating exclusively to TMI-2 or the TMI-2 Site, in each case

wherever located, whether existing in hard copy or magnetic or electronic form (subject to the right of Sellers to retain copies of same for its use) (collectively, the "TMI-2 Books and Records"); provided, that, the TMI-2 Books and Records will not include any such records, documents, reports, assessments or other information that is subject to the attorney-client privilege or the attorney work product doctrine;

2.1.10 All nuclear liability insurance policies from ANI relating to TMI-2, except to the extent provided in Sections 2.2.4 and 2.2.14;

2.1.11 All Transferable Permits;

2.1.12 DOE abnormal waste escrow account; and

2.1.13 The rights in and to (i) any causes of action, claims (including rights under insurance policies to proceeds, refunds or distributions thereunder paid on or after the Closing Date) with respect to periods after the Closing Date and (ii) defenses against third parties (including indemnification and contribution), in each case, relating to any Assets or Assumed Liabilities.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Sellers shall not sell, transfer or assign, and Buyer shall not acquire any right, title or interest in or to the following assets (the "Excluded Assets"):

2.2.1 All rights of Sellers under this Agreement and the Ancillary Agreements;

2.2.2 The rights of Sellers to the Material Contracts to be retained by Sellers as set forth on Schedule 4.10(ii);

2.2.3 Certificates of deposit, shares of stock, securities, bonds, debentures, evidences of indebtedness, security deposits, and interests in joint ventures, partnerships, limited liability companies and any other entities relating to TMI-2 or the TMI-2 Site, except such assets included in the assets of the QDF;

2.2.4 All rights to premium refunds or distributions from ANI made with respect to any period prior to the Closing Date under the nuclear liability insurance policy relating to TMI-2, including any rights to receive premium refunds, distributions and continuity credits with respect to any periods prior to the Closing Date pursuant to the ANI nuclear industry credit rating plan, and regardless of whether such refunds, distributions or continuity credits are received or issued prior to, on or after the Closing Date;

2.2.5 Sellers' right, title and interest in and to the NEIL property insurance policies relating to TMI-2 and the TMI-2 Site and any of Sellers' other insurance policies providing coverage, except to the extent provided in Section 2.1.10, including rights to any premium refunds or other distributions with respect to any periods prior to or on the Closing Date, and regardless of whether such refunds, distributions or continuity credits are received or issued prior to, on or after the Closing Date;

2.2.6 All cash, cash equivalents, bank deposits, accounts and notes receivable (trade or otherwise), and any income, sales, payroll or other receivables relating to Taxes, in each case whether or not relating to the Assets, except to the extent such assets are included in the assets of the QDF that are to be transferred to Buyer;

2.2.7 The fund established by Sellers to pay for post-defueled monitored storage costs and all cash and securities or other assets held in that fund;

2.2.8 The rights of Sellers and their respective Affiliates to the names "GPU," "GPUN," "GPU Nuclear, Inc.," "Metropolitan Edison Company," "MetEd," "Jersey Central Power & Light Company," "JCP&L," "JCPL," "Pennsylvania Electric Company," and "Penelec" or any related or similar corporate names or logos, trade names, trademarks, service marks, or any part, derivative or combination thereof and any registrations thereof;

2.2.9 The corporate seals, organizational documents, minute books, stock books, Tax Returns (other than any Tax Returns that relate solely to the QDF), books of account or other records having to do with the corporate organization of Sellers, all employee-related or employee benefit-related files or records, and any other books and records which Sellers are prohibited from disclosing or transferring to Buyer under applicable Law and are required by applicable Law to retain;

2.2.10 The rights of Sellers in and to any causes of action, claims and defenses against third parties (including indemnification and contribution) arising out of or relating to (i) the Assets prior to the Closing Date (except to the extent relating to any Assumed Liabilities); (ii) the Excluded Assets; or (iii) the Excluded Liabilities;

2.2.11 Any and all of Sellers' rights in any contract representing an intercompany transaction between Sellers and an Affiliate of Sellers, whether or not such transaction relates to the provision of goods and services, payment arrangements, intercompany charges or balances, or the like;

2.2.12 To the extent not otherwise provided for in this Section 2.2, any refund or credit (i) related to Taxes paid by Sellers with respect to the Assets for periods (or portions thereof) that end prior to the Closing Date, whether such refund is received as a payment or as a credit against future Taxes; or (ii) arising under any agreement that is included in the Assets and relates to a period (or portion thereof) ending prior to the Closing Date, but only to the extent received or paid by Sellers; provided, however, refunds and credits relating to assets included in the QDF will be treated in accordance with Section 6.11.3(d);

2.2.13 All books, operating records, licensing records, quality assurance records, purchasing records, and equipment repair, maintenance or service records relating primarily to the design, construction, licensing or operation of the Excluded Assets or the Excluded Liabilities; operating, safety and maintenance manuals, inspection reports, environmental assessments, engineering design plans, documents, blueprints and as built plans, specifications, procedures and other similar items of Sellers, wherever located, relating primarily to the Excluded Assets or the Excluded Liabilities, or that do not relate exclusively to the Assets, whether existing in hard copy or magnetic or electronic form;

2.2.14 Master Worker Policy Number NW-0688 issued by ANI;

2.2.15 the Transmission Assets; and

2.2.16 All other assets of Sellers and their respective Affiliates not included in the Assets.

2.3 Assumed Liabilities and Obligations. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, on the Closing Date, Buyer shall deliver to Sellers the Assignment and Assumption Agreement pursuant to which Buyer shall assume and agree to pay, perform and discharge when due, all of the Liabilities of Sellers (other than the Excluded Liabilities) to the extent related to the Assets or are otherwise specified below (collectively, the "Assumed Liabilities"), including:

2.3.1 All Liabilities with respect to the Decommissioning of TMI-2 and the TMI-2 Site, including any obligations under applicable Laws and the NRC License;

2.3.2 All Environmental Liabilities (other than Excluded Environmental Liabilities);

2.3.3 All Liabilities: (i) with respect to the ownership, possession, use or maintenance of the Assets with respect to Phase 1 Debris Material at TMI-2 and the TMI-2 Site, including all Decommissioning of TMI-2 and the TMI-2 Site, (ii) under the Material Contracts, and (iii) under the Transferable Permits;

2.3.4 Any Liabilities associated with Taxes for which Buyer is liable or responsible pursuant to Section 6.11;

2.3.5 With respect to the Assets, all Liabilities for any Taxes that may be imposed by any Governmental Authority on the ownership, sale, possession, lease, or use of the Assets on or after the Closing Date or that relate to or arise from the Assets with respect to taxable periods (or portions thereof) beginning on or after the Closing Date;

2.3.6 All obligations arising on or after the Closing Date to pay any additional premiums to ANI with respect to TMI-2 or the TMI-2 Site due to audit assessments performed on or after the Closing Date;

2.3.7 All Liabilities arising under or relating to Nuclear Laws arising out of the ownership, lease, occupancy, possession, use, or Decommissioning of TMI-2 or the TMI-2 Site, including any and all Liabilities to third parties under or relating to Nuclear Laws for personal injury, property damage or tort, or similar causes of action, any Liabilities arising out of or resulting from an "extraordinary nuclear occurrence," a "nuclear incident" or a "precautionary evacuation" (as such terms are defined in the Atomic Energy Act) at the TMI-2 Site, or any other NRC licensed nuclear reactor site in the United States, or in the course of the transportation of radioactive materials to or from the TMI-2 Site or any other NRC licensed nuclear reactor site in the United States, on or after the Closing Date, and any Liability for any deferred premiums assessed in connection with such an extraordinary nuclear occurrence, a nuclear incident or precautionary evacuation under any applicable NRC or industry retrospective rating plan or

insurance policy, including any mutual insurance pools established in compliance with the requirements imposed under Section 170 of the Atomic Energy Act, 10 C.F.R. Part 140, to the extent such plans or policies are included in the Assets in accordance with Section 2.1;

2.3.8 Except as otherwise expressly provided herein, any Liabilities of Buyer to the extent attributable to the execution, delivery or performance of this Agreement and the consummation of the transactions contemplated hereby;

2.3.9 Any liability to the DOE for any contractual obligation relating to damaged core debris, high level waste, GTCC Waste or any form of Spent Nuclear Fuel generated at TMI-2, including liabilities under the Standard Spent Fuel Disposal Contract; and

2.3.10 All other Liabilities expressly allocated to or assumed by Buyer or any of its Affiliates in this Agreement or the Ancillary Agreements.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed to impose on Buyer, and Buyer shall not assume or be obligated to pay, perform or otherwise discharge, the following Liabilities of Sellers (the "Excluded Liabilities"), with all of such Excluded Liabilities remaining as obligations of Sellers or an Affiliate of Sellers, as applicable:

2.4.1 All Excluded Environmental Liabilities;

2.4.2 Any Liabilities in respect of any Excluded Assets;

2.4.3 Except for Taxes for which Buyer is liable pursuant to Section 6.11, any Liabilities for (i) Taxes attributable to the ownership, use, sale, possession, operation, maintenance or use of TMI-2 or the TMI-2 Site for taxable periods, or portions thereof, ending prior to the Closing Date, with the exception of any Taxes relating to the assets of the QDF, and (ii) Taxes imposed on Sellers and their respective Affiliates arising from the transactions contemplated by this Agreement;

2.4.4 Except as otherwise expressly provided herein, any Liabilities of Sellers to the extent arising from the execution, delivery or performance of this Agreement and consummation of the transactions contemplated hereby;

2.4.5 All Liabilities arising as a result of or in connection with the disposal, storage or transportation of Nuclear Materials at or to locations off the TMI-2 Site prior to the Closing Date, including any regulatory, contractual and financial responsibility related to the transfer of such materials to another site;

2.4.6 All obligations to the extent attributable to the period prior to the Closing Date to pay any additional premiums to ANI with respect to TMI-2 or the TMI-2 Site due to audit assessments performed prior to the Closing Date;

2.4.7 Any Liabilities attributable to the period prior to the Closing Date for the performance, or failure of performance, by Sellers under any Material Contract, Real Property Agreements or Transferable Permits;

2.4.8 Any Liabilities attributable to the period prior to the Closing Date for any knowing and intentional illegal acts of Sellers or their respective employees or agents;

2.4.9 Any Liabilities for a Third Party Claim against or relating to the Sellers, the Assets or the TMI-2 Site for personal injury, death or property damage suffered by such third party arising from or relating to the use, ownership or lease of the Assets or the TMI-2 Site by the Sellers or GPUN prior to the Closing Date, but only to the extent such Liabilities do not relate to the Decommissioning of TMI-2 and the TMI-2 Site, or do not relate to Environmental Liabilities, or are not caused by the acts or omissions of Buyer or any of its employees, agents or contractors;

2.4.10 Any Liabilities for claims by employees or former employees of the Sellers or GPUN, or those of contractors or former contractors (excluding Exelon and its contractors or former contractors) of the Sellers or GPUN, for personal injury, death or property damage suffered by such third party while employed at the TMI-2 Site to the extent attributable to the period prior to the Closing Date; and

2.4.11 All other Liabilities expressly allocated to or retained by Sellers in this Agreement or the Ancillary Agreements.

2.5 Control of Litigation After Closing.

2.5.1 Subject to the provisions of Section 6.11.8 and Article VIII, following the Closing, Sellers shall pay for and be entitled exclusively to control, defend and settle any litigation, administrative or regulatory proceeding, and any investigation or other similar activities exclusively arising out of or related to any Excluded Assets or Excluded Liabilities and Buyer agrees to reasonably cooperate, at Sellers' expense, with Sellers in connection therewith.

2.5.2 Subject to the provisions of Section 6.11.8 and Article VIII, following the Closing, Buyer shall pay for and be entitled exclusively to control, defend and settle any litigation, administrative or regulatory proceeding, and any investigation or other similar activities exclusively arising out of or related to any Assets or Assumed Liabilities, and Sellers agree to reasonably cooperate, at Buyer's expense, with Buyer in connection therewith.

2.5.3 Subject to the provisions of this Section 2.5 and Article VIII, following the Closing, Buyer and Sellers shall cooperate with each other, to pay for and control, defend and settle any litigation, administrative or regulatory proceeding, and any investigation or other similar activities to the extent not exclusively arising out of or related to any combination of Assets, Excluded Assets, Assumed Liabilities and Excluded Liabilities.

ARTICLE III THE CLOSING

3.1 Closing. Upon the terms and subject to the satisfaction of the conditions contained in Article VII, the sale, assignment, conveyance, transfer and delivery of the Assets to Buyer, and the consummation of the other respective obligations of the Parties contemplated by this Agreement, shall take place at a closing (the "Closing"), to be held at the offices of Morgan, Lewis & Bockius LLP in Washington D.C., at 10:00 a.m. Eastern Time, or another mutually acceptable time and location, on the date that is ten (10) Business Days following the date on

which the last of the conditions precedent to Closing set forth in Article VII has been either satisfied or waived by the Party for whose benefit such conditions precedent exist (except with respect to those conditions which by their terms are to be satisfied at Closing), but in any event not after the Termination Date, unless the Parties mutually agree on another date. The date on which the Closing occurs is referred to herein as the "Closing Date." The Closing shall be effective for all purposes as of 12:01 a.m. on the Closing Date.

3.2 Consideration. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement and in consideration of the aforesaid sale, assignment, conveyance, transfer and delivery of the Assets, on the Closing Date, Buyer shall pay or cause to be paid to Seller Ten Thousand Dollars ($10,000) (the "Purchase Price") in accordance with the wire instructions delivered by Seller to Buyer prior to the Closing Date.

3.3 Deliveries by Sellers. At the Closing (or, in the case of those items contemplated by Section 3.3.9, on or before the Closing Date), Sellers will deliver, or cause to be delivered, the following to Buyer:

3.3.1 The following documents duly executed and delivered by Sellers:

3.3.1.1 the Deed(s) to the real property as described on Schedule 4.6.1;

3.3.1.2 the Bill of Sale;

3.3.1.3 the Assignment and Assumption Agreement;

3.3.1.4 the Decommissioning Completion Agreement; and

3.3.1.5 the Parent Guarantee.

3.3.2 Copies of any and all governmental and other third party consents, waivers or approvals obtained by Sellers with respect to the transfer of the Assets, or the consummation of the transactions contemplated by this Agreement set forth on Schedule 4.3.2;

3.3.3 The assets of the QDF to be transferred pursuant to Section 6.14;

3.3.4 Copies, certified by the Secretary or any Assistant Secretary of Sellers, of corporate resolutions authorizing the execution and delivery of this Agreement, and all of the agreements and instruments to be executed and delivered by Sellers in connection herewith, and the consummation of the transactions contemplated hereby;

3.3.5 A certificate of the Secretary or any Assistant Secretary of Sellers identifying the name and title and bearing the signatures of the officers of Sellers authorized to execute and deliver this Agreement, the Ancillary Agreements and the other agreements, documents and instruments to which any Seller is a party contemplated hereby;

3.3.6 Certificates of good standing with respect to each of MetEd and Penelec, issued by the Secretary of State of the Commonwealth of Pennsylvania, and certificates of good

standing with respect to each of GPUN and JCP&L, issued by the Secretary of State of the State of New Jersey;

3.3.7 All such other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary or desirable to implement the transfer of the Assets to Buyer, in accordance with this Agreement and where necessary or desirable in recordable form;

3.3.8 A FIRPTA affidavit, duly executed by each Seller or Sellers' Affiliate as required by Treas. Reg. Section 1.1445-2 that such Seller is not a "foreign person" as defined in Code Section 1445; and

3.3.9 Such other agreements, consents, documents, instruments and writings as are required to be delivered by Sellers at or prior to the Closing Date pursuant to this Agreement.

3.4 Deliveries by Buyer. At the Closing, Buyer will deliver, or cause to be delivered, the following to Sellers:

3.4.1 The following documents duly executed and delivered by Buyer, the Parent Guarantor or the trustee that is a party thereto, as applicable:

3.4.1.1 the Assignment and Assumption Agreement;

3.4.1.2 the Bill of Sale;

3.4.1.3 the Deed;

3.4.1.4 the Decommissioning Completion Agreement;

3.4.1.5 Buyer's Nuclear Decommissioning Trust Agreement;

3.4.1.6 the Back-Up & Provisional Trust Agreement;

3.4.1.7 the Financial Support Agreement;

3.4.1.8 the Parent Guarantee;

3.4.1.9 the Amended and Restated LLC Agreement;

3.4.1.10 evidence that Energy*Solutions*, LLC has appointed the Person designated by Sellers to serve as the independent manager under the Amended and Restated LLC Agreement, in accordance with the Decommissioning Completion Agreement; and

3.4.1.11 the Disposal Capacity Easement.

3.4.2 Copies, certified by the Secretary of Buyer, of resolutions authorizing the execution and delivery of this Agreement, and all of the agreements and instruments to be executed and delivered by Buyer in connection herewith, and the consummation of the transactions contemplated hereby;

3.4.3 A certificate of the Secretary of Buyer and the Parent Guarantor, as applicable, identifying the name and title and bearing the signatures of the officers of Buyer and the Parent Guarantor authorized, as applicable, to execute and deliver this Agreement, the Ancillary Agreements and the other agreements, documents and instruments to which such Person is a party contemplated hereby;

3.4.4 Certificates of good standing with respect to each of Buyer and the Parent Guarantor, each issued by the Secretary of State of the State of Delaware;

3.4.5 A certificate of authority of Buyer to do business in Pennsylvania, issued by the Secretary of the Commonwealth of Pennsylvania;

3.4.6 All such other instruments of assumption as shall, in the reasonable opinion of Sellers and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement;

3.4.7 Copies of any and all governmental and other third party consents, waivers or approvals obtained by Buyer with respect to the transfer of the Assets or the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements set forth on Schedules 5.4.1 and 5.4.2 and, in each case, in a form and substance reasonably satisfactory to Sellers;

3.4.8 A legal opinion from Hogan Lovells US LLP, addressed to Sellers to the effect set forth in Exhibit K and otherwise in form and substance reasonably satisfactory to Sellers; and

3.4.9 Such other agreements, documents, instruments and writings as are required to be delivered by Buyer at or prior to the Closing Date pursuant to this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the disclosure schedules attached hereto (the "Schedules"), each of the Sellers hereby represent and warrant to Buyer as of the Contract Date and as of the Closing Date, and GPU hereby represents and warrants to Buyer, solely with respect to Section 4.13, as of the Contract Date and as of the Closing Date as follows:

4.1 Organization. MetEd and Penelec are each corporations duly incorporated, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and each has all requisite corporate power and authority to own, sell, lease, and operate its properties and to carry on its business as it is now being conducted, and is in good standing in each jurisdiction in which it owns or leases property or conducts any business so as to require such qualification. GPUN and JCP&L are each corporations duly incorporated, validly existing and in good standing under the Laws of the State of New Jersey, and each has all requisite corporate power and authority to own, sell, lease, and operate its properties and to carry on its business as it is now being conducted, and is in good standing in each jurisdiction in which it owns or leases property or conducts any business so as to require such qualification.

4.2 Authority. Sellers have full corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action required on the part of Sellers and no other proceedings on the part of Sellers are necessary to authorize this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Sellers, and at the Closing, the Ancillary Agreements will be duly and validly executed and delivered by Sellers, and assuming that this Agreement constitutes, and that the applicable Ancillary Agreements when executed and delivered at the Closing will constitute, valid and binding agreements of Buyer or the Parent Guarantor, as applicable, and subject to the receipt of Sellers' Required Regulatory Approvals, this Agreement constitutes, and the Ancillary Agreements when executed and delivered at the Closing will constitute, the legal, valid and binding agreement of Sellers, enforceable against Sellers in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.3 Consents and Approvals; No Violation.

4.3.1 Subject to the receipt of Sellers' Required Regulatory Approvals and the consents set forth in Schedule 4.3.1, neither the execution and delivery of this Agreement or the Ancillary Agreements by Sellers nor the consummation of the transactions contemplated hereby or thereby will (i) conflict with, or result in the breach or violation of, any provision of the certificate of formation or operating agreement of Sellers; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which each Seller is a party or by which Sellers, or any of the Assets, is bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, constitute a Seller Material Adverse Effect; or (iii) violate any Laws applicable to Sellers, or any of its assets, which violation, individually or in the aggregate, would constitute a Seller Material Adverse Effect.

4.3.2 Except as set forth in Schedule 4.3.2, no declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for the execution and delivery of this Agreement or the Ancillary Agreements by Sellers, or the consummation by Sellers of the transactions contemplated by this Agreement or the Ancillary Agreements other than: (i) such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not obtained or made, will not, individually or in the aggregate, constitute a Seller Material Adverse Effect, or (ii) such declarations, filings, registrations, notices, authorizations, consents or approvals which become applicable to Sellers as a result of the specific regulatory status of Buyer (or any of its Affiliates), or the result of any other facts that specifically relate to the business or activities in which Buyer (or any of its Affiliates) is or proposes to be engaged.

4.4 Reports. Since January 1, 2016, Sellers have filed or caused to be filed with the applicable state or local utility commissions or regulatory bodies, the NRC, and the Department of Energy, as the case may be, all material forms, statements, reports and documents (including all exhibits, amendments and supplements thereto) required to be filed by Sellers with respect to the Assets or the ownership or operation thereof under each of the applicable state public utility Laws, the Atomic Energy Act, the Energy Reorganization Act, and the Price-Anderson Act and the respective rules and regulations thereunder, except for such filings the failure of which to make would not, individually or in the aggregate, reasonably be expected to materially impair the ownership of the Assets or be materially adverse to the Decommissioning. All such filings complied in all material respects with all applicable requirements of the appropriate act and the rules and regulations promulgated thereunder in effect on the date each such report was filed.

4.5 Absence of Seller Material Adverse Effect. Except as set forth in Schedule 4.5, since January 1, 2016, there has not been any Seller Material Adverse Effect, and since January 1, 2017, Sellers have in all material respects operated and maintained TMI-2 and the TMI-2 Site consistent with Good Industry Practices and taking into account the planned Permanent Shutdown of TMI-2. Since March 20, 2018 and prior to the Contract Date, none of Sellers nor any of their respective Affiliates have taken any action that would be in contravention of Section 6.1.1 if it had occurred following the Contract Date.

4.6 Title and Related Matters.

4.6.1 Set forth on Schedule 4.6.1 is a true and correct list of all of the real property that forms part of the TMI-2 Site as to which Sellers hold any interest. Sellers have good, marketable and insurable title to the Real Property, subject to the Permitted Encumbrances, which right is not subject to any superior right that could terminate or dispossess Sellers' interest in such Real Property, except as set forth in Schedule 4.6.1. The Real Property, together with the Real Property Agreements, constitute all of the owned real property used or held by Sellers in connection with the operation of TMI-2 and the TMI-2 Site as of the Contract Date. Subject to the Permitted Encumbrances, there are no outstanding rights to use or occupy, options, rights of first refusal or other rights in favor of any third party to purchase, acquire, lease, use or occupy the Real Property or any portion thereof, except as set forth in Schedule 4.6.1.

4.6.2 There are no pending, or to the Knowledge of Sellers, threatened governmental proceedings in eminent domain, which would materially affect the Real Property, the Real Property Agreements or any part of TMI-2 or the TMI-2 Site for Buyer's contemplated use or occupancy, including for Decommissioning. The Real Property and any improvements located on such Real Property comply in all material respects with applicable Law, other than with respect to Environmental Laws and Nuclear Laws for which Sellers' only representations and warranties are set forth in Sections 4.9 and 4.13, respectively. To the Knowledge of Sellers, there are no special assessments or Encumbrances imposed by Governmental Authorities or violations that could reasonably be expected to result in any material charge being levied or assessed against the Real Property, or in the creation of any material Encumbrance which is not a Permitted Encumbrance.

4.6.3 Sellers own (i) the Tangible Personal Property, and (ii) such other material intangible property as is included in the Assets, in each case, free and clear of all Encumbrances

except for Permitted Encumbrances and Encumbrances required under this Agreement to be removed or satisfied as of the Closing Date.

4.6.4 Other than pursuant to this Agreement, Sellers have not entered into any contracts for the sale of the Assets, nor granted any options to purchase or rights of first refusal or offer, with respect to the sale of such Assets which are still in effect and binding against Sellers.

4.6.5 Except for Permitted Encumbrances or as set forth on Schedule 4.6.1, no Person other than Sellers or an Affiliate of Sellers holds any right, title or interest to any portion of any of the Real Property. Other than as set forth on Schedule 4.6.5, nothing material to the operations of TMI-2 or the TMI-2 Site, and located at TMI-2 or the TMI-2 Site, is owned directly or indirectly by any Person other than Sellers and their respective Affiliates.

4.7 Real Property Agreements. Schedule 4.7 lists all of the agreements, contracts, memoranda, real property leases, mortgages, deeds of trust, easements, licenses, applications for consents, approvals or entitlements, and other instruments and undertakings creating, affecting or evidencing rights in real property that as of the Contract Date (i) are used or held by Sellers in connection with the operation of TMI-2 or the TMI-2 Site; or (ii) which affect any part of the Real Property, including all material amendments thereto (exclusive of non-current term extensions) (collectively, the "Real Property Agreements"). Except as set forth in Schedule 4.7, all such Real Property Agreements are, to the Knowledge of Sellers, valid and binding agreements, enforceable in all material respects in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles. There are no existing defaults by Sellers under any Real Property Agreement, and, to the Knowledge of Sellers, no event has occurred which (whether with or without notice, lapse of time or both) would constitute a default by Sellers or any other party thereto under any Real Property Agreement. Except as set forth in Schedule 4.7, Sellers have made available to Buyer true and complete copies of the Real Property Agreements.

4.8 Insurance. Except as set forth in Schedule 4.8, all material policies of property insurance, general commercial liability, worker's compensation, the nuclear liability insurance policy from ANI, the nuclear property insurance policy from NEIL, and other forms of insurance relating to the Assets are in full force and effect, all premiums with respect thereto that are due and payable have been paid (other than retroactive premiums which may be payable in the future with respect to the ANI or NEIL policies), and no written notice of cancellation, non-renewal or termination has been received with respect to any such policy which was not replaced on substantially similar terms prior to the date of such cancellation.

4.9 Environmental Matters.

4.9.1 Set forth in Schedule 4.9.1 is a list of all of the material Environmental Permits held by Sellers or its Affiliates that are used in or necessary for Sellers' ownership, use and possession of TMI-2 and the TMI-2 Site as of the Contract Date.

4.9.2 To Sellers' Knowledge, Sellers have made available to Buyer true, complete and correct copies of all material environmental reports, audits, assessments and site characterization studies prepared since January 1, 2007 in Sellers' possession with respect to TMI-2 or the TMI-2 Site that the Sellers were reasonably able to locate and that are not privileged or are not publically available.

4.9.3 Except as disclosed in Schedule 4.9.3 (including in any environmental assessments or studies set forth therein):

4.9.3.1 To the Knowledge of Sellers, there are no Environmental Liabilities with respect to TMI-2 or the TMI-2 Site;

4.9.3.2 To the Knowledge of Sellers: (i) each Seller is in material compliance with all of its obligations under the Environmental Permits listed in Schedule 4.9.1 with respect to TMI-2 and the TMI-2 Site; (ii) there are no proceedings, investigations or claims pending or threatened with respect to TMI-2 and the TMI-2 Site that would reasonably be expected to result in the revocation, termination, suspension, modification or amendment of any such Environmental Permit; and (iii) Sellers have not failed to make in a timely fashion any application or other filing required for the renewal of any such Environmental Permit with respect to TMI-2 and the TMI-2 Site, which failure would reasonably be expected to result in the termination, revocation, suspension or adverse modification of such Environmental Permit to the extent the Environmental Permit is necessary to be maintained following the Closing Date;

4.9.3.3 To the Knowledge of Sellers: (i) with respect to TMI-2 and the TMI-2 Site, each Seller is in compliance in all material respects with all applicable Environmental Laws; (ii) since January 1, 2014, Sellers have not received any written notice from any Governmental Authority that it is not or has not been in material compliance with any applicable Environmental Law or has any material liability under any applicable Environmental Law with respect to TMI-2 and the TMI-2 Site; and (iii) there are otherwise no facts or circumstances with respect to TMI-2 and the TMI-2 Site which would form the basis for such non-compliance with such Environmental Laws;

4.9.3.4 To the Knowledge of Sellers, there are: (i) no Environmental Claims that are pending or threatened with respect to TMI-2 or the TMI-2 Site; and (ii) no facts or circumstances which would give rise to such Environmental Claims with respect to TMI-2 or the TMI-2 Site;

4.9.3.5 To the Knowledge of Sellers: (i) no Releases of Hazardous Substances have occurred at or from TMI-2 or the TMI-2 Site that would result in material Environmental Liabilities or a material Environmental Claim; and (ii) no Hazardous Substances are present on or migrating to or from TMI-2 or the TMI-2 Site that are reasonably likely to give rise to a material Environmental Liability or Environmental Claim or require any Remediation;

4.9.4 The representations and warranties set forth in this Section 4.9 are Sellers' sole and exclusive representations and warranties regarding any environmental matters and Environmental Laws.

4.10 Material Contracts; Related Party Transaction.

4.10.1 Set forth on Schedule 4.10(i) is a list of (i) all Exelon Agreements and (ii) all other written contracts, agreements, commitments, understandings or instruments as of the Contract Date which are material to the use, possession or decommissioning of TMI-2 or the TMI-2 Site, which Sellers currently maintain in effect (collectively the "Material Contracts"), each of which will be assigned by Sellers and assumed by Buyer at the Closing, except as set forth on Schedule 4.10(ii).

4.10.2 As of the Contract Date, the Material Contracts set forth on Schedule 4.10(i) are, and as of the Closing Date, the Material Contracts will be, legal, valid and binding, and enforceable against Sellers and, to the Knowledge of Sellers, the counterparties thereto, in all material respects in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles. As of the Contract Date, there are, and as of the Closing Date there will be, no existing material defaults by Sellers under any of the Material Contracts set forth on Schedule 4.10(i). To the Knowledge of Sellers, as of the Contract Date, no event has occurred which (whether with or without notice, lapse of time or both) would constitute a material default by Sellers, or any other party under any of the Material Contracts set forth on Schedule 4.10(i) (or as of the Closing Date, under any of the Material Contracts). Except as set forth in Schedule 4.10(i), as of the Contract Date, Sellers have made available to Buyer true and complete copies of the Material Contracts set forth on Schedule 4.10(i), and as of the Closing, Sellers will have made available to Buyer true and complete copies of the Material Contracts as in effect as of such date, if different.

4.10.3 Except as set forth on Schedule 4.10.3, each Seller is not currently a party to any contract with any of its Affiliates that provides services to the Assets.

4.11 Legal Proceedings. Except as set forth on Schedule 4.11, there are no claims, actions, proceedings, investigations, alternative dispute resolution actions, or any other proceedings pending or threatened or, to the Knowledge of Sellers, otherwise threatened against or relating to Sellers or the Assets or the Assumed Liabilities before any arbitrator or Governmental Authority, or reasonably expected to be brought before an arbitrator or Governmental Authority, which, individually or in the aggregate, would reasonably be expected to: (i) be material to Sellers or Sellers' ownership or operation of the Assets; (ii) result in Liabilities in excess of One Hundred Thousand Dollars ($100,000); or (iii) prohibit or restrain the performance by Sellers of this Agreement or any of the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby. There is no material unsatisfied judgement, fine, penalty or award against any of the Assets or Assumed Liabilities, or against Sellers relating to any of the Assets or Assumed Liabilities.

4.12 Permits.

4.12.1 Sellers have all of the material permits, licenses, registrations, certificates, franchises and other governmental authorizations, consents and approvals (the "Permits") that are used in, or necessary for the ownership, use, maintenance or possession of, TMI-2 or the TMI-2 Site by Sellers; provided that "Permits" does not include the Environmental Permits or

the NRC License, which are addressed exclusively in Section 4.9 and Section 4.13, respectively. Sellers are in compliance, in all material respects, with the Permits with respect to TMI-2 and the TMI-2 Site, and have not received any written notification that they are in material violation of any of such Permits.

4.12.2 There are no proceedings pending or threatened that would reasonably be expected to result in the revocation, termination, modification or amendment of any Permit necessary for Sellers' ownership, use or possession of TMI-2 and the TMI-2 Site as of the Contract Date. Sellers have all Permits that are necessary for Sellers' ownership, use or possession of TMI-2 and the TMI-2 Site as of the Contract Date. To the Knowledge of Sellers, Sellers have not failed to make in a timely fashion any application or other filing required for the renewal of any Transferable Permit with respect to TMI-2 or the TMI-2 Site, which failure would reasonably be expected to result in the termination, revocation, suspension or adverse modification of such Transferable Permit.

4.13 NRC License.

4.13.1 Sellers and GPUN hold all of the licenses, permits, and other consents and approvals issued by the NRC, or issued by a state exercising authority under an agreement with the NRC entered into pursuant to Section 274 of the Atomic Energy Act of 1954, as amended, that are applicable to TMI-2 and the TMI-2 Site and that are necessary to Sellers' ownership, use and possession of TMI-2 (the "NRC License"), in accordance with the requirements of all Nuclear Laws, as set forth in Schedule 4.13.1. With respect to TMI-2 and the TMI-2 Site: (a) Sellers have not received any written notification which remains unresolved that it is in material violation of the NRC License, or any order, rule, regulation, or decision of the NRC; (b) each Seller is in compliance, in all material respects, with all Nuclear Laws; and (c) there are no proceedings pending or threatened that, to the Knowledge of Sellers, would reasonably be expected to result in the revocation, termination, adverse modification or amendment of the NRC License or would otherwise have a Seller Material Adverse Effect.

4.13.2 All Nuclear Material that was or is located at TMI-2 and the TMI-2 Site has been properly accounted for in accordance with the applicable requirements of Nuclear Laws, the NRC License, and all applicable NRC orders, rules, regulations and decisions.

4.13.3 All records required to be kept in accordance with Nuclear Laws and the NRC License that are relevant to the Decommissioning of TMI-2 and the TMI-2 Site have been kept in material conformance with the NRC License and Nuclear Laws, and such records do not contain any fraudulent or intentionally false or misleading statements or information.

4.14 Tax Matters. Except with respect to the portion of the Assets that are part of the QDF or as otherwise disclosed on Schedule 4.14:

4.14.1 All material Tax Returns of Sellers required to be filed for taxable periods ended prior to the Closing Date regarding the ownership, possession or use of the Assets have been filed and are true, correct and complete in all material respects.

4.14.2 All material Taxes of Sellers due and attributable to the ownership, possession or use of the Assets have been fully paid when due for taxable periods ending prior to the Closing Date, except where such Taxes are being contested in good faith through appropriate proceedings as set forth on Schedule 4.14.

4.14.3 No notice of deficiency or assessment has been received from any taxing authority with respect to any liabilities for Taxes of Sellers attributable to the ownership, possession or use of the Assets that has not been fully paid or finally settled, except for matters that are being contested in good faith through appropriate proceedings.

4.14.4 There are no liens (other than Permitted Encumbrances) on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax or file any Tax Return.

4.14.5 Except as set forth on Schedule 4.14.5, there are no proceedings currently pending or threatened by any Governmental Authority for the assessment or collection of Taxes attributable to the ownership, possession or use of the Assets (and neither any of the Sellers nor any of their respective Affiliates has received written notice of any such proceeding). With respect to jurisdictions in which the Sellers and their respective Affiliates have not filed Tax Returns, no claim for the assessment or collection of Taxes that are due and unpaid has been asserted against Sellers or their respective Affiliates with respect to the Assets, and there are no matters under discussion, audit or appeal between Sellers (or any of their respective Affiliates) and any Governmental Authority with respect to the assessment or collection of Taxes attributable to the Assets.

4.14.6 To the extent attributable to the ownership, possession or use of the Assets, Sellers and their respective Affiliates have in all material respects (i) withheld or deducted all Taxes or other amounts from payments to employees or other Persons (including, without limitation, any independent contractor, creditor, customer or shareholders) required to be so withheld or deducted, (ii) timely paid over such Taxes or other amounts to the appropriate Governmental Authority to the extent due and payable, and (iii) complied with all information reporting and backup withholding provisions of applicable Law with respect to Taxes.

4.15 QDF. Except as disclosed on Schedule 4.15:

4.15.1 With respect to all periods prior to the Closing Date: (i) the QDF is a trust, validly existing under applicable state Law, with all requisite authority to conduct its affairs as it now does; (ii) the QDF satisfies all requirements necessary for such fund to be treated as a nuclear decommissioning fund as defined in Treas. Reg. Sections 1.468A-1(b)(4) and 1.468A-5; and (iii) the QDF is in compliance in all material respects with all applicable Laws of the NRC and any other Governmental Authority and has not engaged in any acts of "self-dealing" as defined in Treas. Reg. § 1.468A-5(b)(2). No "excess contribution," as defined in Treas. Reg. § 1.468A-5(c)(2)(ii) (or any amount treated as an "excess contribution" pursuant to any provision of Treas. Reg. Sections 1.468A-1 through 1.468A-9), has been made to the QDF which has not been withdrawn within the period provided under Treas. Reg. § 1.468A-5(c)(2)(i).

4.15.2 Sellers have heretofore delivered to Buyer a copy of Sellers' trust agreement as in effect on the Contract Date.

4.15.3 Subject to the receipt of Sellers' Required Regulatory Approvals, Sellers and the Trustee have, or as of Closing will have, all requisite authority to cause the assets of the QDF to be transferred to the trustee of the Buyer QDF.

4.15.4 With respect to all periods prior to the Closing Date, (i) Sellers and the Trustee of the QDF, as directed by the Sellers, have filed or caused to be filed with the NRC and any other applicable Governmental Authority, all material forms, statements, reports, documents (including all exhibits, amendments and supplements thereto) required to be filed by such entities, and (ii) there are no interim rate orders that may be retroactively adjusted or retroactive adjustments to interim rate orders that materially may affect amounts that Buyer may contribute to the Buyer QDF or may require distributions to be made from the Buyer QDF. The Sellers have delivered to Buyer a complete copy of the most recent schedule of ruling amounts or Section 468A(f) special transfer ruling issued by the IRS for the QDF and a complete copy of the corresponding request that was filed with the IRS.

4.15.5 There are no current pending (or to the Knowledge of Sellers, threatened) requests for a revised schedule of ruling or deduction amounts with respect to the QDF.

4.15.6 There are no Encumbrances for Taxes affecting the assets of the QDF other than Permitted Encumbrances.

4.15.7 With respect to all periods during which TMI-2 have been owned by Sellers or its Affiliates, the QDF has filed all material Tax Returns required to be filed, including returns for estimated Income Taxes, such Tax Returns are true, correct and complete in all material respects, and all Taxes due have been paid in full. No notice of deficiency or assessment has been received from any taxing authority with respect to any Liability for Taxes of the QDF which have not been fully paid or finally settled, and any such deficiency shown in Schedule 4.15 is being contested in good faith through appropriate proceedings.

4.15.8 No claim has been made in writing by a Governmental Authority in a jurisdiction where the QDF does not file Tax Returns that the QDF is or may be subject to taxation in that jurisdiction.

4.15.9 The QDF has not participated in a transaction that is described as a "reportable transaction" within the meaning of Treasury Regulation § 1.6011-4(b)(1).

4.16 Undisclosed Liabilities. To the Knowledge of Sellers, with respect to TMI-2 and the TMI-2 Site, no material Liabilities exist that have not been disclosed to Buyer or its representatives that could be reasonably expected to materially impact the Decommissioning of TMI-2.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as of the Contract Date and as of the Closing Date as follows:

5.1 Organization; Qualification. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware. Parent Guarantor is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Each of Buyer and the Parent Guarantor has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Buyer has heretofore delivered or made available to Sellers complete and correct copies of its certificate of formation and operating agreement as currently in effect. Buyer is, or on the Closing Date will be, qualified to conduct business in the Commonwealth of Pennsylvania. Buyer and the Parent Guarantor are financially capable and are properly qualified to undertake their respective obligations under this Agreement and the Ancillary Agreements, and to the extent so required, they are properly licensed, equipped, and organized to do so. The Parent Guarantor is the sole member and beneficial owner of all of the outstanding equity interests in Buyer.

5.2 Financial Statements. The audited financial statements of the Parent Guarantor and its consolidated subsidiaries as of and for the years ended December 31, 2017 and December 31, 2018, and unaudited financial statements for the quarter ended June 30, 2019 heretofore furnished by Buyer to Sellers, are true and correct and do present fairly, in all material respects, the financial position of Buyer and the Parent Guarantor, respectively, as of the dates and for the periods for which the same have been furnished, and all such financial statements have been prepared pursuant to and in accordance with GAAP. Buyer and the Parent Guarantor have sufficient financial resources, when combined with the assets to be transferred to from the QDF, to complete the Decommissioning as contemplated in the Decommissioning Completion Agreement.

5.3 Authority. Buyer has full corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party, and to consummate the transactions contemplated hereby or thereby. The execution and delivery of this Agreement and the Ancillary Agreements, as applicable, and the consummation of the transactions contemplated hereby or thereby, have been duly and validly authorized by all necessary corporate action required on the part of Buyer, and no other proceedings on the part of Buyer is necessary to authorize this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Buyer, and at the Closing, the Ancillary Agreements will be duly executed and delivered by Buyer, and assuming that this Agreement constitutes, and that the applicable Ancillary Agreements when executed and delivered at Closing will constitute, valid and binding agreements of Sellers, and subject to the receipt of Buyer's Required Regulatory Approvals, this Agreement constitutes, and the Ancillary Agreements when executed and delivered at the Closing will constitute, the legal, valid and binding agreement of Buyer or the Parent Guarantor, as applicable, enforceable against Buyer or the Parent Guarantor, as applicable, in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer,

reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

5.4 Consents and Approvals; No Violation.

5.4.1 Subject to the receipt of Buyer's Required Regulatory Approvals and the consents set forth in Schedule 5.4.1, neither the execution and delivery of this Agreement or the Ancillary Agreements by Buyer, nor the consummation of the transactions contemplated hereby or thereby will: (i) conflict with, or result in any breach or violation of, any provision of the certificate of formation or operating agreement of Buyer or any provision of the certificate of incorporation or bylaws of Parent Guarantor; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which Buyer or any of its Affiliates is a party or by which any of their assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, constitute a Buyer Material Adverse Effect; or (iii) violate any Laws applicable to Buyer or its Affiliates, which violations, individually or in the aggregate, would constitute a Buyer Material Adverse Effect.

5.4.2 Except as set forth in Schedule 5.4.2, no declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for the execution and delivery of this Agreement or the Ancillary Agreements by Buyer or Parent Guarantor, or the consummation by Buyer or Parent Guarantor of the transactions contemplated by this Agreement or the Ancillary Agreements, other than: (i) such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not obtained or made, will not, individually or in the aggregate, constitute a Buyer Material Adverse Effect; or (ii) such declarations, filings, registrations, notices, authorizations, consents or approvals which become applicable to Buyer as a result of the specific regulatory status of Sellers (or any of its Affiliates), or the result of any other facts that specifically relate to the business or activities in which Sellers (or any of its Affiliates) is or proposes to be engaged.

5.5 Legal Proceedings. There are no claims, actions, proceedings or investigations, alternative dispute resolution actions, or any other proceeding pending or, to the Knowledge of Buyer, threatened against Buyer or the Parent Guarantor before any court, arbitrator, mediator or Governmental Authority which, individually or in the aggregate, would reasonably be expected to (i) result in a Buyer Material Adverse Effect; or (ii) prohibit or restrain the performance by Buyer or the Parent Guarantor of this Agreement or any of the Ancillary Agreements to which such Person is a party, or the consummation of the transactions contemplated hereby or thereby. Neither Buyer nor the Parent Guarantor is subject to any outstanding Governmental Orders which would have a Buyer Material Adverse Effect.

5.6 Absence of Buyer Material Adverse Effect; Liabilities. Since January 1, 2014 there has not been any Buyer Material Adverse Effect. As of the Contract Date, except as disclosed in Schedule 5.6 or the financial statements described in Section 5.2, as of the date hereof, neither Buyer nor the Parent Guarantor has incurred debt for borrowed money or guaranteed the indebtedness of any other Person. As of the Contract Date, Buyer has no assets

or Liabilities, other than assets represented by capital contributed to Buyer by the Parent Guarantor and assets and Liabilities existing by reason of this Agreement or the Ancillary Agreements. As of the Contract Date, Buyer has not incurred, created or assumed any Encumbrance on any of its properties, revenues or rights, whether now owned or hereafter acquired except those created in this Agreement or the Ancillary Agreements. Prior to the Contract Date, none of Buyer or its Affiliates have taken any action that would be in contravention of Section 6.2.1 if it had occurred following the Contract Date.

5.7 Transfer of Decommissioning Funds. The Buyer QDF and the Trust Agreement for the Buyer QDF will, upon receipt of the PLR described in Section 6.9.3, satisfy the requirements of Section 468A of the Code and the Treasury Regulations thereunder. The Trust Agreement for the Buyer QDF will satisfy the NRC's requirements for decommissioning trust provisions in 10 C.F.R. 50.75(h)(i) and the requirements under the Laws of the State of Pennsylvania.

5.8 Foreign Ownership or Control. Buyer and the Parent Guarantor conform to the restrictions on foreign ownership, control or domination contained in Sections 103d and 104d of the Atomic Energy Act of 1954, as applicable, and the NRC's regulations in 10 C.F.R. § 50.38. Further, Buyer represents and warrants that neither Buyer nor the Parent Guarantor is currently owned, controlled or dominated by a foreign entity and additionally confirm that neither Buyer nor the Parent Guarantor will become owned, controlled, or dominated by a foreign entity before the Closing. Due to the absence of any foreign ownership, control or domination of either Buyer or the Parent Guarantor, there is no need for any submission to the Committee on Foreign Investment in the United States.

5.9 Permit Qualifications. Buyer will be, as the owner of the Assets, qualified to hold all of the Permits and Environmental Permits.

ARTICLE VI COVENANTS OF THE PARTIES

6.1 Sellers' Conduct of Business Relating to the Assets.

6.1.1 During the Pre-Closing Period, Sellers shall use and maintain, or cause to be used and maintained, the Assets in the ordinary course of present use consistent with Good Industry Practice. Without limiting the generality of the foregoing, and, except to the extent required by Law or as contemplated in this Agreement during the Pre-Closing Period, without the prior written consent of Buyer (unless the requirement for such consent would be prohibited by Law), which consent will not be unreasonably withheld, conditioned or delayed, Sellers shall not directly do, nor permit any of its Affiliates to do, any of the following with respect to the Assets:

(a) sell, transfer, remove, lease, pledge, mortgage, encumber, restrict, dispose of, grant any right with respect to TMI-2, the TMI-2 Site or any Assets of any significant value or importance, including equipment and materials located at TMI-2 or the TMI-2 Site; provided, however, the foregoing shall not be construed to restrict in any way Sellers' ability to sell QDF assets and withdraw QDF funds in accordance with Section 6.1.2;

(b) amend, substitute, modify or extend, in any material respect, or voluntarily terminate prior to the expiration date thereof, any of the Material Contracts (except for Material Contracts for which Sellers have entered into a reasonably equivalent contract) or the Real Property Agreements, or waive any default by, or release, settle or compromise any claim against, any other party thereto, other than (i) in the ordinary course of business, to the extent consistent with Good Industry Practices; or (ii) with cause, to the extent consistent with Good Industry Practices;

(c) amend in any material respect or let lapse, or voluntarily terminate prior to the expiration date thereof, any of the Transferred Permits;

(d) amend in any material respect or cancel any property insurance, liability insurance, including the nuclear liability insurance policies from ANI or the nuclear property insurance policy from NEIL, related to the Assets, or fail to use commercially reasonable efforts to maintain by self-insurance or with financially responsible insurance companies insurance on TMI-2 or the TMI-2 Site in such amounts and against such risks and losses as are customary for such assets and businesses, which are consistent with past practices of Sellers;

(e) move any Nuclear Materials or Hazardous Substances to the TMI-2 Site;

(f) settle any material claim or litigation that results in any material obligation imposed on the Assets that could reasonably be likely to continue past the Closing Date;

(g) enter into any individual requirements contract for goods or any commitment or contract for non-employment related services that are likely to be delivered or provided after the Closing Date and will constitute an Assumed Liability that exceeds [ ] in the aggregate, unless such commitment or contract is terminable by Sellers (or after the Closing Date by Buyer) upon not more than ninety (90) days' notice, and with no obligation to pay any damage, penalty, cancellation charge or termination fee; provided that the foregoing limitation on the amount of the Assumed Liability shall not apply in the case of such contracts or commitments for goods or services necessary for Sellers to maintain compliance with applicable Laws or applicable Permits;

(h) except as required by any Law or GAAP, change, in any material respect, its Tax practice or policy (including making new Tax elections or changing Tax elections and settling Tax controversies not in the ordinary course of business) with respect to the Assets to the extent such change or settlement would be binding on Buyer;

(i) file a request with the IRS for a revised schedule of ruling or deduction amounts or file any request for a PLR regarding the Assets except in accordance with Section 6.9.3; or

(j) agree to enter into any of the transactions set forth in the foregoing provisions of this Section 6.1.1;

6.1.2 Notwithstanding anything to the contrary in this Section 6.1, the Parties agree that, during the Pre-Closing Period, Sellers shall have the right to manage and utilize the assets in the QDF, and to manage the QDF, in accordance with applicable Laws and Sellers' current business and investment practices; provided, that Sellers shall [

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6.1.3 Sellers and GPUN agree that no charges or other fees or expenses paid by Sellers or any of their Affiliates prior to the Contract Date that were not paid out of the QDF shall be reclassified as charges, fees or expenses for which Sellers or any of their Affiliates may seek reimbursement from the QDF for such charges, fees or expenses.

6.2 Buyer's Conduct of Business.

6.2.1 During the Pre-Closing Period, Buyer shall not:

6.2.1.1 Amend Buyer's certificate of formation or operating agreement without the prior written consent of Sellers, except as set forth in the Amended and Restated LLC Agreement;

6.2.1.2 Sell or transfer any membership interests in Buyer to any third party, without the prior written consent of Sellers;

6.2.1.3 Engage in any business activity or incur any Liability by or on behalf of Buyer, except as reasonably necessary in connection with the transactions contemplated by this Agreement;

6.2.1.4 Be or become owned, controlled or dominated by a foreign entity; or

6.2.1.5 Agree to take any action or enter into any transaction that would violate the foregoing provisions of this Section 6.2.1.

6.2.2 During the Pre-Closing Period, Buyer shall deliver to Sellers:

6.2.2.1 As soon as available and in any event within sixty (60) days after the end of each of the first three quarters of each fiscal year of the Parent Guarantor during the Pre-Closing Period, a copy of the Parent Guarantor unaudited, reviewed consolidated balance sheet as of the end of such quarter and the related consolidated statement of income and cash flow statement of the Parent Guarantor for the portion of the fiscal year ending on the last day of such quarter, in each case prepared in accordance with GAAP, (subject to the absence of footnotes and to year-end audit adjustments), together with a certificate of the chief financial officer of the Parent Guarantor to the effect that such financial statements fairly present, in all material respects, the consolidated financial condition of the Parent Guarantor as of the date thereof and results of operations for the period then ended; and

6.2.2.2 As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of the Parent Guarantor during the Pre-Closing

Period, an audited copy of the consolidated balance sheet of the Parent Guarantor as of the last day of such fiscal year and the related audited consolidated statements of income, retained earnings, cash flows, and notes to consolidated financial statements of the Parent Guarantor for such fiscal year, in each case prepared in accordance with GAAP, together with an opinion of certified public accountants of recognized national standing.

6.3 Access to Information.

6.3.1 During the Pre-Closing Period, Sellers will, during ordinary business hours, upon reasonable notice and subject to compliance with all applicable NRC rules and regulations and other applicable Laws (i) give Buyer reasonable access to Sellers' management personnel engaged in the management of the Assets or the Decommissioning, and all books, documents, records, plants, offices and other facilities and properties constituting the Assets; (ii) permit Buyer to make such reasonable inspections thereof as Buyer may reasonably request; (iii) furnish Buyer with information with respect to the Assets as Buyer may from time to time reasonably request; (iv) furnish Buyer a copy of each material report, schedule or other document filed or received by it with respect to the Assets with the NRC or any other Governmental Authority having jurisdiction over any of the Assets, including TMI-2 or the TMI-2 Site; provided, however, that (a) any such activities shall be conducted in such a manner as not to interfere unreasonably with the ownership, use or operation of TMI-2 or the TMI-2 Site; (b) Sellers shall not be required to take any action which would constitute a waiver of the attorney-client privilege; provided, however, that Sellers shall use commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in a waiver of attorney-client privilege; and (c) Sellers need not supply Buyer with any information that Sellers are legally or contractually prohibited from supplying; provided, however, that Sellers shall use commercially reasonable efforts to obtain any consents necessary in order to provide Buyer with the information from the contractual counterparty to the extent such prohibitions exist. In connection with giving Buyer access to books and records, the Sellers will use reasonable efforts to provide Buyer with access to excerpts of books and records in the Sellers' possession or control that are related to other assets of the Sellers and their respective Affiliates to the extent related to the ongoing TMI-2 operations and maintenance and decommissioning.

6.3.2 Following the Closing Date and subject to all applicable NRC rules and regulations, each Party and its respective Representatives shall have reasonable access to all of the books, records, manuals, reports, plans, documents, specifications, procedures and other similar items in the possession of the other Party or Parties to the extent that such access may reasonably be required by such Party in order to reasonably exercise its rights or obligations in connection with the Assumed Liabilities or the Excluded Liabilities, compliance under the NRC License or other NRC requirements or under applicable Laws, Environmental Permits, completion of Decommissioning or other matters relating to or affected by the ownership, possession or use of the Assets. Such access shall be afforded by the other Party or Parties upon receipt of reasonable advance notice and during normal business hours. The Party or Parties exercising this right of access shall be solely responsible for any costs or expenses incurred by it or them pursuant to this Section 6.3.2. The Party or Parties in possession of such books, records, manuals, reports, plans, documents, specifications, procedures and other similar items shall retain such books, records, manuals, reports, plans, documents, specifications, procedures and other similar items from and after the Closing Date so long as may be required by Law, but in

any event at least until the date of NRC License termination. If either Party desires to dispose of any such books, records, manuals, reports, plans, documents, specifications, procedures and other similar items shall retain such books, records, manuals, reports, plans, documents, specifications, procedures and other similar items, such Party or Parties shall, prior to such disposition, give the other Party or Parties a reasonable opportunity, at such other Party's or Parties' expense, to segregate and remove such books, records, manuals, reports, plans, documents, specifications, procedures and other similar items shall retain such books, records, manuals, reports, plans, documents, specifications, procedures and other similar items as such other Party or Parties may select. Without limiting the foregoing, the Sellers shall facilitate Buyer's access to environmental reports, audits, assessments and site characterization studies in Buyer's possession or control (including those held by Exelon) with respect to TMI-2 and the TMI-2 Site. Notwithstanding anything to the contrary in this Section 6.3.2, neither Party shall be required to provide access pursuant to this Section 6.3.2: (a) if the request for access is in connection with a dispute between the Parties or (b) to the extent, as determined in good faith to be necessary, to (i) ensure compliance with any applicable Law (including medical records and other confidential employee records), (ii) preserve any applicable privilege (including the attorney-client privilege), or (iii) comply with any contractual confidentiality obligations.

6.3.3 Subject to Section 6.6.2, Buyer agrees that, prior to the Closing Date, it will not contact any vendors, suppliers, employees, or other contracting parties of Sellers or Sellers' Affiliates with respect to any aspect of the Assets, including TMI-2 or the TMI-2 Site, or the transactions contemplated hereby, without the prior written consent of Sellers, which consent shall not be unreasonably withheld, conditioned or delayed.

6.4 Protection of Proprietary Information.

6.4.1 From and after the Contract Date: (i) Buyer shall use and disclose, and shall cause its Representatives to use and disclose, Sellers' Proprietary Information only to the extent necessary to consummate the transactions contemplated by, and perform its obligations under, this Agreement and the Ancillary Agreements; and (ii) Sellers shall use and disclose, and shall cause its Representatives to use and disclose, Buyer's Proprietary Information only to the extent necessary to consummate the transactions contemplated by, and perform its obligations under, this Agreement and the Ancillary Agreements. Any disclosure to third parties by either Sellers or Buyer shall only be made as permitted under the first sentence of this Section 6.4.1 and shall be subject to confidentiality agreements with such third parties that are at least as stringent as the requirements of this Section 6.4. If the Closing occurs, the obligations of the Parties under this Section 6.4.1 shall expire as of the Closing Date.

6.4.2 Upon Buyer's or Sellers' (as the case may be) prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), Sellers, or Buyer (as the case may be) may provide Proprietary Information of any other Party to the NRC or any other Governmental Authority having jurisdiction over Sellers or Buyer (as the case may be), the Assets or any portion thereof, as may be necessary to obtain Sellers' Required Regulatory Approvals or Buyer's Required Regulatory Approvals, respectively. The disclosing Party shall seek confidential treatment for the Proprietary Information provided to any such Governmental Authority and the disclosing Party shall notify the other Party whose Proprietary Information is to be disclosed, as far in advance as reasonably practical, of its intention to release to any

Governmental Authority any such Proprietary Information. In the event that disclosure of Proprietary Information is required by order of a court or other Governmental Authority or by subpoena or other similar legal process, the Party subject to such order, subpoena or other legal process shall, to the extent not prohibited by Law, notify the other Party whose Proprietary Information is to be disclosed and the Parties shall consult and cooperate in seeking a protective order or other relief to preserve the confidentiality of Proprietary Information.

6.4.3 Except as expressly set forth in this Section 6.4, nothing in this Section 6.4 authorizes or permits a Party to disclose any Third Party Proprietary Information that either Party obtains as part of the Proprietary Information to any other Person. The Parties each acknowledge and agree that to the extent a Party is prohibited or restricted by any non-disclosure or confidentiality obligation to any third party from disclosing any Third Party Proprietary Information to the other Party or Parties, such Party shall have the right to not disclose such Third Party Proprietary Information to the other Party or Parties until such time as the other Party or Parties have reached agreement with such third party and such third party has notified the other Party or Parties in writing that such Party may disclose such Third Party Proprietary Information to the other Party or Parties. A Party shall notify the other Party or Parties if there is any Third Party Proprietary Information of which a Party is aware that such Party is prohibited or restricted from disclosing to the other Party or Parties, and advise such other Party or Parties of such third party so that the other Party or Parties may make appropriate arrangements with such third party. A Party's failure to disclose any Third Party Proprietary Information pursuant to this Section 6.4.3 shall not serve as the basis for a claim of any breach of a representation, warranty or other obligation of such Party hereunder.

6.4.4 The Non-Disclosure Agreement shall terminate and be of no further force or effect after the Contract Date except for remedies for any breach of the Non-Disclosure Agreement arising prior to the Contract Date. After the Closing Date, Sellers shall, and shall cause their respective Representatives to, keep confidential all Proprietary Information provided by Buyer or which Sellers possess with respect to the Assets, to the extent not prohibited by Law, and to the same extent and under the same conditions applicable to the obligations of Buyer prior to the Closing Date with respect to Sellers' Proprietary Information (other than Third Party Proprietary Information) as contained in this Agreement. After the Closing Date, Buyer shall, and it shall cause its Representatives to, keep confidential all Proprietary Information provided by Sellers or which Buyer possesses with respect to the Assets, to the extent not prohibited by Law, and to the same extent and under the same conditions applicable to the obligations of Sellers prior to the Closing Date with respect to Buyer's Proprietary Information as contained in this Agreement, except that Buyer's obligations with respect to any Third Party Proprietary Information obtained by Buyer as part of the Sellers Proprietary Information shall be subject to Section 6.4.3.

6.4.5 If this Agreement is terminated before the Closing, Buyer shall, within thirty (30) days after receipt of a written request from Sellers, return or destroy Sellers' Proprietary Information in the possession or control of Buyer or its Representatives, and Sellers shall, within thirty (30) days after receipt of a written request from Buyer, return or destroy Buyer's Proprietary Information in the possession or control of Sellers or its Representatives. Notwithstanding the foregoing, a recipient of another Party's Proprietary Information shall not be required to return or destroy such other Party's Proprietary Information to the extent that (i) it

directly relates to a matter that is or is expected to be the subject of litigation or claims, (ii) 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, (iii) 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 consummation of the transactions contemplated hereby, (iv) the recipient is required to retain such Proprietary Information under applicable Law, or (v) the recipient is a legal or other professional advisor to a Party with professional responsibilities to maintain client confidences.

6.5 Expenses. Whether or not the transactions contemplated hereby are consummated, each Party shall bear its own costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby, including the cost of legal, technical and financial consultants, the costs of transition as set forth in the transition plan to be adopted by the Parties in accordance with Section 6.7.1, and the cost of filing for and prosecuting applications for, in the case of Sellers, Sellers' Required Regulatory Approvals, and in the case of Buyer, Buyer's Required Regulatory Approvals.

6.6 Further Assurances; Cooperation.

6.6.1 Subject to the terms and conditions of this Agreement, each of the Parties will use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the sale, transfer, conveyance and assignment of the Assets, the assignment and assumption of the Assumed Liabilities, and the exclusion of the Excluded Liabilities and the Excluded Assets, including using commercially reasonable efforts to ensure all of Sellers' Required Regulatory Approvals and Buyer's Required Regulatory Approvals are obtained, and the conditions precedent to each Party's obligations hereunder are satisfied and using commercially reasonable efforts to enter into the Consent and Assignment Agreement. Without limiting the generality of the foregoing, from time to time after the Closing, Sellers and Buyer will execute and deliver such documents as the other Party may reasonably request, without further compensation and at their own respective expense, in order to more effectively evidence the transfer, conveyance and assignment, of the Assets, Buyer's assumption of the Assumed Liabilities or to more effectively vest in Buyer such title to the Assets, subject to the Permitted Encumbrances. Except as may be required by Law, neither Buyer nor Sellers will (and each Party shall cause its Affiliates not to), without the prior written consent of the other Party, advocate or take any action which would reasonably be expected to prevent or materially impede, interfere with or delay the transactions contemplated by this Agreement or which would reasonably be expected to cause, or to contribute to causing, the other Party to receive less favorable regulatory treatment than that sought by the Party. Each Party shall cooperate with the other Party in using commercially reasonable efforts to lift any preliminary or permanent injunction or other order or decree by any federal or state court or Governmental Authority that restrains or prevents the consummation of the transactions contemplated hereby.

6.6.2 [

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6.6.3 At the Closing and to the extent that Sellers' rights under any Material Contract to be assigned to Buyer under this Agreement may not be assigned without the consent of another Person which consent has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Sellers, shall use commercially reasonable efforts following the Closing to obtain any such required consent(s) as promptly as possible. Sellers and Buyer shall cooperate and shall each use commercially reasonable efforts for a reasonable period of time following the Closing to obtain an assignment of such Material Contract to Buyer. The Parties shall each be responsible for their own respective costs in connection with the assignment of a Material Contract (including such Party's attorney fees); provided that the payment of any fee or other charge required to be paid to obtain any required consent from a third party in connection with any such assignment shall be borne by Buyer; provided, further, that Sellers shall not agree to any such fee or other charge without obtaining Buyer's prior written consent and if Buyer withholds its consent, Sellers shall be deemed to have satisfied their obligations under this Section 6.6.2 with respect to the assignment of such Material Contract.

6.6.4 In the event any of the Assets or Assumed Liabilities cannot be assigned to Buyer as of the Closing Date because the requisite consent from a party thereto, including novation approval by the relevant Governmental Authority, has not yet been obtained, then on and after the Closing Date, and until such time as such Asset or Assumed Liability has been assigned to Buyer, Buyer at its sole cost and expense shall perform all obligations of Sellers and their respective Affiliates thereunder and shall be entitled to receive any payments or other benefits to which Sellers and their respective Affiliates are entitled thereunder. In addition, Sellers shall pay all amounts due under such Asset or Assumed Liability and, on behalf and for the benefit of Buyer and at Buyer's request, exercise all rights to which Sellers and their respective Affiliates are entitled under such Asset or Assumed Liability, in each case to the extent that the same would have been assigned to or assumed by Buyer and its Affiliates had the Parties been able to effect the assignment and assumption pursuant to this Section 6.6.4 as of the

Closing Date. Buyer shall advance to Sellers any amounts to be paid by Sellers pursuant to the Asset or Assumed Liability referred to in the immediately preceding sentence. Sellers and their respective Affiliates shall promptly remit to Buyer any payments received or other benefits to which Sellers or its Affiliates are entitled under any Asset or Assumed Liability referred to in the first sentence of this Section 6.6.4. The Parties shall use commercially reasonable efforts to obtain any such required consent(s) as promptly as possible and the payment of any fee or other charge required to be paid to obtain any such consent shall be borne by Buyer. This Agreement shall not constitute an agreement to assign any Asset or Assumed Liability if an attempted assignment would constitute a breach thereof or be unlawful.

6.7 Transition Plan; Project Review Committee; Long-Term Storage or Disposition; Investment Guidelines.

6.7.1 During the Pre-Closing Period, Buyer and Sellers shall cooperate with each other, including by establishment of a transition committee with an equal number of representatives from each of Buyer and Sellers, or such other number as may be agreed to by the Parties, to develop a transition plan that will be implemented by the Parties to allow the transition of the ownership and operation and maintenance of the Assets to Buyer at the Closing. The transition plan will include an obligation to ensure nuclear safety at TMI-2 and the TMI-2 Site.

6.7.2 Prior to the Closing, Buyer will have established a project review committee (the "Project Review Committee") which shall consist of certain Buyer's project managers, each of whom will be knowledgeable regarding the Decommissioning of TMI-2 and the TMI-2 Site, and effective as of the Closing Date, Buyer shall have appointed an individual identified by Sellers as a member of such Project Review Committee.

6.7.3 [

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6.7.4 During the Pre-Closing Period, the Buyer and Sellers shall negotiate in good faith to establish certain investment guidelines for the management and investment of the assets in the Buyer QDF, the Provisional Trust Account and the Back-Up Trust Account (the "Investment Guidelines") that the Buyer shall comply with pursuant to the terms of the Decommissioning Completion Agreement.

6.8 Public Statements.

6.8.1 Following the execution and delivery of this Agreement, the Parties will issue a joint press release or coordinated separate press releases concerning this Agreement and the transactions contemplated hereby, in form and substance to be mutually agreed. Subsequent to the initial joint press release or separate press releases contemplated by the preceding sentence and prior to the Closing Date, the Parties shall not issue any further press release or make any other public disclosure, including any public announcements (other than required filings and other required public statements or testimony before regulatory authorities) with respect to this

Agreement or the transactions contemplated hereby without the other Party's consent and affording the non-disclosing Party the opportunity to review and comment on such press release or public disclosure; provided that a Party may, without obtaining the other Party's consent, issue such press release or make any such public disclosure with respect to this Agreement or the transactions contemplated by this Agreement as may be required by Law or the applicable rules of any stock exchange if it is not reasonably practicable to consult with the other Party before making any public disclosure with respect to this Agreement or the transactions contemplated by this Agreement.

6.8.2 Following the Closing Date, the Parties will issue a joint press release or coordinated separate press releases concerning the consummation of the transactions contemplated hereby, in form and substance to be mutually agreed (it being understood and agreed that the Parties shall reasonably cooperate as to the content and timing of such joint press release or coordinated separate press releases). Except as set forth in the immediately preceding sentence, following the Closing Date, the Parties shall not issue any further press release or make any other public disclosure, including any public announcements (other than required filings and other required public statements or testimony before regulatory authorities) with respect to this Agreement or the transactions contemplated hereby without the other Party's consent and affording the non-disclosing Party the opportunity to review and comment on such press release or public disclosure; provided that a Party may, without obtaining the other Party's consent, issue such press release or make any such public disclosure with respect to this Agreement or the transactions contemplated by this Agreement as may be required by Law or the applicable rules of any stock exchange if it is not reasonably practicable to consult with the other Party before making any public disclosure with respect to this Agreement or the transactions contemplated by this Agreement.

6.9 Consents and Approvals.

6.9.1 As promptly as practicable after the Contract Date, Buyer and Sellers, as applicable, shall make the filings necessary to obtain Buyer's Required Regulatory Approvals and Sellers' Required Regulatory Approvals, respectively (which approvals for purposes of this Section 6.9.1 only shall not include the approvals specified in Section 6.9.2 or 6.9.3). In fulfilling their respective obligations under this Section 6.9.1, Buyer and Sellers shall each use commercially reasonable efforts to effect or cause to be effected any such filings within thirty (30) days after the Contract Date. Prior to any Party's submission of the applications contemplated by this Section 6.9.1, the submitting Party shall provide a draft of such application to the other Party to review and comment prior to the applicable submission deadline and the submitting Party shall in good faith consider any revisions reasonably requested by the reviewing Party prior to such submission deadline. Each Party will bear its own costs of the preparation and review of any such filings (including such Party's attorneys' fees); provided that any application fees shall be borne by Buyer.

6.9.2 As promptly as practicable after the Contract Date, Buyer and Sellers shall cooperate to file with NRC an application requesting consent under Section 184 of the Atomic Energy Act and 10 C.F.R. § 50.80 for the transfer of the NRC License from Sellers to Buyer and its Affiliates, and approval of any conforming license amendments or other related approvals. In fulfilling their respective obligations set forth in the immediately preceding sentence, each of

Buyer and Sellers shall use its commercially reasonable efforts to affect any such filing within sixty (60) days after the Contract Date. Each Party will bear its own costs of the preparation of any such filing (including such Party's attorneys' fees); provided that Buyer shall reimburse Sellers for fifty percent (50%) of the NRC fees associated with such NRC License transfer application. Thereafter, Buyer and Sellers shall cooperate with one another to facilitate NRC review of the application by providing the NRC staff with such documents or information that the NRC staff may reasonably request or require any of the Parties to provide or generate.

6.9.3 Promptly following the Contract Date, Sellers and Buyer shall jointly use commercially reasonable efforts to obtain a private letter ruling ("PLR") from the IRS regarding the transactions contemplated by this Agreement (the "Transfer PLR" and the request submitted to the IRS to issue the Transfer PLR, the "Transfer PLR Request"), consisting of confirmation that (i) the QDF will not be disqualified as a result of the transfer of the assets of the QDF to the Buyer QDF; (ii) none of Buyer, Sellers, the QDF or the Buyer QDF will recognize gain or loss or be required to take any income or deduction into account as a result of the transfer to the Buyer QDF of the assets of the QDF; and (iii) the Buyer QDF will be treated as satisfying the requirements of Section 468A of the Code and Treas. Reg. Section 1.468A-5.

(a) The Parties agree to cooperate in good faith in connection with the preparation and submission of the Transfer PLR Request, and in furtherance thereof, the Parties agree that Buyer and its tax advisors will prepare the first draft of the Transfer PLR Request for Sellers and its tax advisors to review and provide comments and revisions. Without limiting the generality of the foregoing, each Party and its tax advisors (i) shall be provided reasonable notice of and permitted to attend any scheduled meetings, discussions and telephone conferences between or among the other Party or its tax advisors and the IRS regarding the Transfer PLR Request (and shall, to the extent required by the IRS, provide the other Party and their tax advisors with any IRS Forms 2848 required to allow them to attend such scheduled meetings, discussions and telephone conferences); (ii) shall promptly notify the other Party after the receipt of any written correspondence or communication from the IRS regarding the Transfer PLR Request and provide the other Party with copies of any such correspondence, requests or other documents received from the IRS regarding the Transfer PLR Request promptly upon receipt; (iii) shall promptly provide the other Party with a summary in reasonable detail of all oral communications with the IRS regarding the Transfer PLR Request; and (iv) shall not submit any written responses or materials to the IRS regarding the Transfer PLR Request without the consent of the other Party.

(b) Each Party will engage tax advisors as such Party determines in its sole discretion and at its sole expense in connection with the Transfer PLR Request. Buyer and Sellers shall be jointly responsible for all user fees incurred with respect to obtaining the Transfer PLR.

(c) Neither Party shall (i) withdraw the Transfer PLR Request without the consent of the other Party; (ii) take any action that would cause the Parties to fail to obtain the Transfer PLR; or (iii) take any action that would cause the transfer of the assets in the QDF to the Buyer QDF to fail to be treated as satisfying the requirements of Treas. Reg. Section 1.468A-6(b).

(d) To the extent the Parties are unable to obtain the Transfer PLR in a form reasonably acceptable to both Parties (it being understood that it shall be unreasonable to reject a form of the Transfer PLR that includes rulings, conditions, and representations materially consistent with those set forth in PLR 201928006), the Parties will, acting in good faith, negotiate for a period of sixty (60) days to restructure the transaction in such a tax efficient manner as mutually agreed to by the Parties, subject to the rights of the Parties to terminate this Agreement in accordance with Section 9.1.3 at any time following the expiration of such sixty (60) day period if the Parties are not able to restructure the transaction in a tax efficient manner acceptable to both Parties; provided that such sixty (60) day period shall commence on the date on which a Party notifies the other Party that the Transfer PLR that is obtainable is not reasonably acceptable to such Party (in accordance with this Section 6.9.3(d)) or that the Transfer PLR is, in such Party's reasonable judgment, not obtainable; provided, further, that neither Party shall be obligated to use anything other than commercially reasonable efforts in connection with any such restructuring and, for the avoidance of doubt, no Party shall have any liability to the other Party for failure to reach mutual agreement as to the acceptability of any such restructuring of the Transaction.

6.9.4 Sellers and Buyer shall use commercially reasonable efforts to cooperate with each other to, as promptly as practicable after the Contract Date: (i) prepare and make with any other Governmental Authority having jurisdiction over Sellers, Buyer, TMI-2, the TMI-2 Site or the Assets, all filings required to be made with respect to the transactions contemplated hereby other than as otherwise addressed under this Section 6.9; (ii) use commercially reasonable efforts to obtain the transfer or reissuance to Buyer of all Permits and Environmental Permits; and (iii) use commercially reasonable efforts to obtain all consents, approvals and authorizations of any third parties, in the case of each of the foregoing clauses (i) and (ii), necessary or advisable to consummate the transactions contemplated by this Agreement or required by the terms of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument to which Sellers or Buyer or the Parent Guarantor is a party or by which any of their respective assets are bound. The Parties shall respond promptly to any requests for additional information made by such Governmental Authorities and use their respective commercially reasonable efforts to participate in any hearings, settlement proceedings or other proceedings ordered with respect to the applications. Each of the Parties will bear its own costs of the preparation of any such filing, and Buyer shall pay the cost of any filing fees or other charges payable to any Governmental Authority in connection therewith. Sellers and Buyer shall have the right to review in advance all characterizations of the information relating to the transactions contemplated by this Agreement which appear in any filing made in connection with the transactions contemplated hereby, and the filing Party shall consider in good faith any revisions reasonably requested by the non-filing Party.

6.9.5 Buyer shall use commercially reasonable efforts to secure the reissuance or procurement of the Permits and Environmental Permits necessary for Buyer to own the Assets and complete the Decommissioning effective as of the Closing Date. Sellers shall cooperate with Buyer's efforts in this regard and use commercially reasonable efforts to assist in any transfer or reissuance of a Permit or Environmental Permit held by Sellers or the procurement of any other Permit or Environmental Permit when so requested by Buyer.

6.10 Brokerage Fees and Commissions. No investment banker, broker, finder or other Person is entitled to any brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby by reason of any action taken by the Party making such representation. Sellers and Buyer will pay to the other or otherwise discharge, and will indemnify and hold the other harmless from and against, any and all claims or Liabilities for all brokerage fees, commissions and finder's fees incurred by reason of any action taken by the indemnifying Party.

6.11 Tax Matters.

6.11.1 All Transfer Taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Sellers; provided, that any Transfer Taxes (if any) incurred in connection with the Disposal Capacity Easement shall be paid by the Buyer or its Affiliates. Buyer and Sellers will file, to the extent required by applicable Law, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes (as directed by Sellers), and, if required by applicable Law, will each join in the execution of any such Tax Returns or other documentation. The Parties shall comply with all requirements and use commercially reasonable efforts to secure applicable sales tax exemptions for the transactions contemplated in this Agreement.

6.11.2 With respect to Tax Returns required to be filed after the Closing with respect to the Assets (other than Tax Returns with respect to Income Taxes or any Tax Returns of the QDF), preparation and timely filing of such Tax Returns shall be the responsibility of (i) Buyer for any period commencing on or after the Closing Date, if any, and with respect to any period beginning before Closing and ending after Closing if the Taxes to be paid on such returns are to be made from the Buyer QDF; and (ii) Sellers for any period ending before Closing if the Taxes to be paid on such returns are to be made from the QDF. Buyer's preparation of any such Tax Returns shall be subject to Sellers' approval (not to be unreasonably withheld, conditioned or delayed) to the extent that such Tax Returns relate to any period, allocation or other amount for which Sellers are responsible. Buyer shall make such Tax Returns and all schedules and working papers supporting such Tax Returns available for Sellers' review and approval no later than thirty (30) Business Days prior to the due date for filing such Tax Return. Sellers shall respond no later than ten (10) Business Days prior to the due date for filing such Tax Return. Buyer shall have equivalent rights for review and approval of Tax Returns to be filed by Sellers pursuant to clause (ii) above. Buyer shall duly and timely pay all such Taxes shown to be due on such Tax Returns. In the event Buyer and Sellers cannot agree as to the preparation or the reporting of any material item on a Tax Return to be filed by Buyer, the dispute shall be settled in the manner provided by Section 6.11.5 and the cost of such Independent Accounting Firm shall be borne equally by the Parties; provided, however, that if the Independent Accounting Firm has not made a determination as of the date that such Tax Return is required to be filed, such Tax Return shall be filed and any payments due in connection with such Tax Return shall be paid in a manner consistent with Sellers' position; provided, further, that with respect to any such Tax Return that is filed prior to a determination by the Independent Accounting Firm, Sellers and Buyer shall take all commercially reasonable steps to amend such Tax Return, if necessary, to reflect any material determination made by the Independent Accounting Firm.

6.11.3 Sellers shall cause the Trustee of the QDF to file the Tax Returns for the QDF for any periods ending on or before the Closing Date. Sellers shall make draft Tax Returns and all schedules and working papers supporting such Tax Returns available for Buyer's review and approval (not to be unreasonably withheld, conditions, or delayed) no later than ten (10) Business Days prior to the due date for filing such Tax Return, noting any outstanding information that is necessary to complete such Tax Return but that is not yet available. Buyer shall respond no later than five (5) Business Days prior to the due date for filing such Tax Return.

(a) Prior to the Closing Date, Sellers shall cause the Trustee of the QDF to pay or reserve within the QDF for (i) any Income Taxes of the QDF for any taxable period ending before the Closing Date ("Pre-Closing NDT Income Taxes"); and (ii) an amount equal to the estimated Income Taxes of the QDF for the taxable period that ends on the Closing Date ("Estimated NDT Income Taxes").

(b) Subject to the Closing having occurred, to the extent the sum of the Pre-Closing NDT Income Taxes and the Estimated NDT Income Taxes are less than the amount of the actual Income Taxes incurred by the QDF for such taxable periods ending prior to the Closing Date, or for the taxable period (or portion thereof) that ends on the Closing Date, any such deficiency will be paid by the Buyer QDF up to the amount by which the balance of the Buyer QDF exceeded Eight Hundred Million Dollars ($800,000,000) on the Closing Date, and any amounts in excess thereof shall be paid by the Sellers.

(c) The Parties agree that any payments made in accordance with this Section 6.11.3 shall not constitute an Indemnifiable Loss for which a Party would be entitled to indemnification under this Agreement.

(d) Subject to the Closing having occurred, to the extent the sum of the Pre-Closing NDT Income Taxes and the Estimated NDT Income Taxes are greater than the amount of the actual Income Taxes incurred by the QDF for such taxable periods ending prior to the Closing Date, or for the taxable period (or portion thereof) that ends on the Closing Date, any refunds received or amounts retained by the QDF with respect to such Pre-Closing NDT Income Taxes or Estimated NDT Income Taxes (collectively, a "NDT Income Tax Overpayment") will be paid by the QDF to Buyer's QDF within thirty (30) Business Days of the receipt of any such refund, or in the case of any retained amounts, within thirty (30) Business Days of Sellers' determination that there has been an NDT Income Tax Overpayment.

6.11.4 Each of the Parties shall provide the other with such assistance as may reasonably be requested by any other Party in connection with the preparation of any Tax Return, any audit or other examination by any taxing authority, or any judicial or administrative proceedings relating to Liability for Taxes or effectuating the terms of this Agreement, and each will retain and provide the requesting Party with any records or information which may be relevant to such return, audit or examination, proceedings or determination. Any information obtained pursuant to this Section 6.11.4 or otherwise hereunder providing for the sharing of information or review of any Tax Return or other schedule relating to Taxes, shall be kept confidential by the Parties, except to the extent such information is required to be disclosed by Law.

6.11.5 In the event that a dispute arises between Sellers and Buyer as to the preparation or the reporting of any material item on a Tax Return to be filed by Buyer or Sellers or the allocation of Taxes between Sellers and Buyer on such Tax Return, the Parties shall attempt in good faith to resolve such dispute, and any agreed amount shall be paid to the appropriate Party within ten (10) Business Days after the date on which the Parties reach agreement. If a dispute is not resolved within thirty (30) days after a Party having provided the other Party written notice of a dispute, the Parties shall submit the dispute for determination and resolution to a mutually agreeable accounting firm (which does not serve as Sellers', Buyer's the Parent Guarantor's independent accountants) of recognized national standing (the "Independent Accounting Firm"), which shall be instructed to determine and report to the Parties in writing, within thirty (30) days after such submission, upon such disputed amount, and such written report shall be final, conclusive and binding on the Parties. The Independent Accounting Firm shall act as an expert and not as an arbitrator and shall make findings only with respect to the remaining disputes so submitted to it (and not by independent review). Notwithstanding anything in this Agreement to the contrary, the fees and expenses of the Independent Accounting Firm in resolving the dispute shall be borne equally by Buyer and Sellers. Any payment required to be made as a result of the resolution of the dispute by the Independent Accounting Firm shall be made within ten (10) days after such resolution. Submission of a dispute to the Independent Accounting Firm shall not relieve any Party from any obligation under this Agreement to timely file a Tax Return or pay a Tax.

6.11.6 The Parties intend that for Income Tax purposes: (i) the sale of the Assets by Sellers to Buyer will be treated as a sale and purchase of the Assets; and (ii) no portion of any consideration received by Buyer will be treated in whole or in part as payment by Sellers for services or future services. The Parties further agree that they shall file their respective Tax Returns consistent with (a) the Transfer PLR received by the Parties with respect to the transactions contemplated by this Agreement; and (b) the representations made by the Parties to the IRS in connection with the Transfer PLR and the Transfer PLR Request.

6.11.7 Buyer and Sellers shall use good faith efforts to jointly agree within ninety (90) days after the Closing Date to an allocation of the Purchase Price and the liabilities assumed by Buyer for Income Tax purposes among the Assets that is consistent with Section 1060 of the Code and the regulations promulgated thereunder as well Section 468A of the Code and the regulations promulgated thereunder in both cases as interpreted by applicable IRS rulings (including PLRs). Notwithstanding the foregoing, in the event that Buyer and Sellers cannot agree as to the allocation, each Party shall be entitled to take its own position regarding the allocation in a Tax Return, Tax proceeding or audit.

6.11.8 Sellers shall direct and control any Tax audit or administrative or judicial proceeding relating to Taxes (a "Tax Contest") if: (i) the Tax Contest relates to Taxes of the QDF or Taxes relating to the Assets; and (ii) the Tax Contest relates solely to periods ending before the Closing Date; provided, however, that if any portion of the Taxes that are the subject of the Tax Contest constitutes an Assumed Liability, Sellers shall (a) keep Buyer reasonably informed on a timely basis regarding the nature and progress of any Tax Contest and consult in good faith with Buyer regarding the conduct of such Tax Contest (including permitting Buyer to review and comment on any submissions and participate in any meetings with the Governmental Authority); and (b) Sellers shall not settle or compromise any Assumed Liability without the

prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, further, any expenses related to such foregoing Tax Contests shall be the responsibility of the Seller, except for any Tax Contest as it relates to Taxes of the QDF which shall be paid for by the QDF or the Buyer QDF, as applicable.

6.11.9 From and after the Closing and except for Taxes required to be paid or reimbursed by Buyer or the Buyer QDF pursuant to Section 6.11.2, Taxes for which the Sellers are to be reimbursed pursuant to Section 6.11.3, or Taxes of the QDF, Sellers shall indemnify and hold harmless the Buyer Indemnitees from and against any and all Losses incurred with respect to or attributable to (a) all Taxes imposed on the Sellers (or the nonpayment thereof); (b) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which Sellers, any Affiliate or any direct or indirect owner of Sellers are or were a member on or prior to the Closing Date, including pursuant to Treas. Reg. Section 1.1502-6 or any analogous or similar state, local or foreign law; and (c) Taxes of a Seller imposed on Buyer (other than Transfer Taxes) as the transferee or successor of a Seller (by contract or pursuant to any Law), which Taxes relate to a period (or portion thereof) ending prior to Closing, but only to the extent the amount of such Taxes is in excess of the amount by which the balance of the Buyer QDF was more than Eight Hundred Million Dollars ($800,000,000) on the Closing Date; provided that any specific Loss shall be indemnified no more than once pursuant to this Section 6.11.9 and without duplication of any rights to indemnification pursuant to Section 8.1.2. The indemnification provided in this Section 6.11.9 shall survive the Closing until thirty (30) days following the expiration of the applicable statute of limitations plus any extensions or waivers thereof or a determination under Section 1313 of the Code.

6.12 Notice of Significant Changes; Updates to the Schedules. During the Pre-Closing Period, the Parties will each promptly advise one another in writing of any change, event or circumstance, described in reasonable detail, arising, or being discovered, after the Contract Date that would constitute a material breach of any representation, warranty or covenant of any Party under this Agreement such that the closing conditions in Article VII would not be satisfied, or that would give rise to a Seller Material Adverse Effect or a Buyer Material Adverse Effect. The Sellers shall have the right (but not the obligation) to supplement or amend the Schedules with respect to any matter hereafter arising or discovered which if existing or known on the Contract Date would have been required to be set forth or described in such Schedules and also with respect to events or conditions arising after the date hereof and prior to Closing; provided, however, that the disclosure shall not be deemed to amend or supplement the Schedules with respect to Section 7.1.7 or Article VIII. If prior to the Closing the Buyer shall have reason to believe that any breach of a representation or warranty of the Sellers have occurred (other than through notice from the Sellers), then the Buyer shall promptly so notify the Seller, in reasonable detail. Nothing in this Agreement, including this Section 6.12, shall imply that the Sellers are making any representation or warranty as of any date other than the Contract Date and the Closing Date.

6.13 Real Property Transfer Matters. Promptly following the Contract Date, Buyer shall engage a title insurance company reasonably acceptable to Buyer and Sellers through whom the transfer of the Real Property will be consummated at the Closing, and shall engage a surveyor reasonably acceptable to Sellers to update the existing surveys of the Real Property. Sellers and Buyer shall cooperate with the title insurance company and the surveyor and use

commercially reasonable efforts so as to cause the surveyor to complete an ALTA survey of the Real Property, and to cause the title insurance company to issue a title policy reasonably acceptable to Buyer insuring title to the Real Property. Sellers shall execute and deliver to the title insurance company such commercially reasonable and customary affidavits regarding title to the Real Property as the title insurance company shall reasonably require to issue Buyer's title policy. Buyer shall pay all fees, charges and expenses incurred by the surveyor and the title insurance company, and all escrow fees and title insurance premiums, with respect to such title insurance policy and ALTA survey.

6.14 Decommissioning Funds.

6.14.1 On or before the Closing Date, Buyer will enter into the Buyer's Nuclear Decommissioning Trust Agreement. Buyer shall not materially amend the Trust Agreement or the Investment Guidelines at any time prior to the Closing Date without the prior written consent of Sellers, which consent shall not be unreasonably withheld, conditioned or delayed. On or prior to the Closing Date, Buyer will create and maintain the Buyer QDF in accordance with NRC requirements and in compliance with the requirements of Section 468A of the Code and the Treasury Regulations. On the Closing Date, Sellers shall cause to be transferred to the Buyer QDF all of the assets of the QDF. For purposes of valuing any illiquid assets in the QDF that are transferred to the Buyer QDF on the Closing Date without having been liquidated, the valuation of such illiquid assets shall be equal to the valuation of such assets set forth in the most recent valuation provided to Sellers by the Trustee of the QDF prior to the Closing Date.

6.14.2 Sellers shall cause the Trustee of the QDF to pay final expenses for trustee and investment management fees and other administrative expenses of the QDF relating to transactions on or prior to the Closing Date to the extent practicable. Sellers shall cause the Trustee of the QDF to notify Buyer in writing of the estimated amount of any such QDF expenses due on or after the Closing Date. Buyer shall ensure that the Trust Agreement allows for the payment of such expenses and shall direct the trustee of the Buyer QDF to pay the expenses identified in the preceding sentence to the extent not paid before the Closing Date.

6.14.3 On or before the Closing Date, Buyer will enter into the Back-Up & Provisional Trust Agreement, and shall create the Provisional Trust Account and the Back-Up Trust Account. Each such account (i) will meet the requirements necessary to be considered funds available for decommissioning for purposes of satisfying NRC requirements; (ii) will be structured to be protected from creditors in the event of bankruptcy or insolvency of Buyer or the Parent Guarantor; (iii) in the case of the Provisional Trust Account: (A) will allow for withdrawals during Phase 2 of the Decommissioning (as defined in the Decommissioning Completion Agreement); and (B) will provide for the disbursement of funds to the Back-Up Trust in the event of a Financial Assurance Default (as defined in the Decommissioning Completion Agreement).

6.15 Cooperation Relating to Insurance and Price-Anderson Act. Until the Closing, Sellers will maintain, or cause to be maintained, in effect (i) insurance in amounts and against such risks and losses as is consistent with Good Industry Practices; and (ii) not less than the level of nuclear property damage and nuclear liability insurance for TMI-2 as in effect on the Contract Date or as otherwise allowed by the NRC. Sellers shall cooperate with Buyer's efforts to obtain

insurance, including insurance required under the Price-Anderson Act or other Nuclear Laws with respect to the Assets. In addition, Sellers agree to use commercially reasonable efforts to assist Buyer in making any claims against pre-Closing insurance policies that may provide coverage related to Assumed Liabilities. Buyer shall reimburse Sellers for its reasonable out-of-pocket expenses incurred in providing such assistance and cooperation and shall not knowingly take any action which shall adversely affect any residual rights of Sellers in such insurance policies.

6.16 Decommissioning. Buyer shall commit to the NRC, applicable Pennsylvania and New Jersey Governmental Authorities (if required) and other applicable Governmental Authorities, that Buyer will complete, at its expense, the Decommissioning of TMI-2 and the TMI-2 Site, and that it will complete all Decommissioning activities in accordance with all applicable Laws, Nuclear Laws and Environmental Laws, including applicable requirements of the Atomic Energy Act and the NRC's rules, regulations, orders and guidance thereunder. To the extent required by applicable Pennsylvania or New Jersey Governmental Authorities, Buyer shall, and as applicable shall cause the Parent Guarantor to, enter into such agreements as required by such Governmental Authorities to protect ratepayers from any obligations related to the costs of the Decommissioning of TMI-2 and the TMI-2 Site. Buyer shall take all reasonable steps necessary to satisfy any requirements imposed by the NRC regarding Decommissioning funding assurance, in a manner sufficient to obtain NRC approval of the transfer of the NRC License from Sellers to Buyer. [

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ARTICLE VII CONDITIONS

7.1 Conditions to Obligations of Buyer. The obligations of Buyer to purchase the Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date (or the waiver by Buyer) of the following conditions:

7.1.1 No preliminary or permanent injunction or other order or decree by any Governmental Authority which restrains or prevents the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements shall have been issued and remain in effect, and no statute, rule or regulation shall have been enacted by any Governmental Authority which prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

7.1.2 All of the Required Regulatory Approvals shall have been received in form and substance reasonably satisfactory to Buyer, and such approvals shall be in full force and effect and either (i) shall be final and non-appealable; or (ii) if not final and non-appealable, shall not be subject to the possibility of appeal, review or reconsideration which, in the reasonable opinion of Buyer, is likely to be successful and, if successful, would have a Seller Material Adverse Effect or a Buyer Material Adverse Effect;

7.1.3 [

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7.1.4 Either: (i) the aggregate amount of the funds held in the QDF at the end of the calendar month immediately prior to the calendar month in which the Closing occurs is equal to or exceeds Eight Hundred Million Dollars ($800,000,000); or (ii) if the amounts held in the QDF as of such date are less than Eight Hundred Million Dollars ($800,000,000), the Parties shall have otherwise agreed each in their sole discretion upon increased amounts of financial assurance to be provided by Buyer, in which case the Parties shall have entered into an amendment hereto or a separate agreement, memorializing the change in the financial assurance amounts.

7.1.5 Sellers shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Sellers on or prior to the Closing Date;

7.1.6 The representations and warranties of Sellers set forth in this Agreement that are qualified by materiality shall be true and correct as of the Closing Date, and all other representations and warranties of Sellers set forth in this Agreement shall be true and correct in all material respects as of the Closing Date, in each case as though made at and as of the Closing Date;

7.1.7 Since the Contract Date, no Seller Material Adverse Effect shall have occurred and be continuing;

7.1.8 Buyer shall have received a certificate from an authorized officer of Sellers, dated the Closing Date, to the effect that the conditions set forth in Sections 7.1.5, 7.1.6, and 7.1.7 have been satisfied by Sellers;

7.1.9 Sellers shall have executed all of the Ancillary Agreements;

7.1.10 Sellers shall have delivered, or caused to be delivered, to Buyer at the Closing, Sellers' closing deliveries described in Section 3.3; and

7.1.11 Sellers shall have taken all steps required to complete the transfer of assets from the QDF to the Buyer QDF, including the balance of the QDF, as required by Section 6.14.1, and accepted by the Trustee, effective as of the Closing.

7.2 Conditions to Obligations of Sellers. The obligation of Sellers to sell the Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date (or the waiver by Sellers) of the following conditions:

7.2.1 No preliminary or permanent injunction or other order or decree by any Governmental Authority which restrains or prevents the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements shall have been issued and remain in effect and no statute, rule or regulation shall have been enacted by any Governmental

Authority which prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

7.2.2 All of the Required Regulatory Approvals shall have been received in form and substance reasonably satisfactory to Sellers, and such approvals shall be in full force and effect and either (i) shall be final and non-appealable; or (ii) if not final and non-appealable, shall not be subject to the possibility of appeal, review or reconsideration which, in the reasonable opinion of Sellers are likely to be successful and, if successful, would have a Seller Material Adverse Effect or Buyer Material Adverse Effect;

7.2.3 Sellers shall have received evidence reasonably satisfactory to Sellers that the Project Review Committee as contemplated in Section 6.7.2 has been established and that the individual designated by Sellers have been appointed to that committee;

7.2.4 [

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7.2.5 Buyer shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Buyer on or prior to the Closing Date;

7.2.6 The representations and warranties of Buyer set forth in this Agreement that are qualified by materiality shall be true and correct as of the Closing Date, and all other representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects as of the Closing Date, in each case as though made at and as of the Closing Date;

7.2.7 Since the Contract Date, no Buyer Material Adverse Effect shall have occurred and be continuing;

7.2.8 Either: (i) the aggregate amount of the funds held in the QDF at the end of the calendar month immediately prior to the calendar month in which the Closing occurs is equal to or exceeds Eight Hundred Million Dollars ($800,000,000); or (ii) if the amounts held in the QDF as of such date are less than Eight Hundred Million Dollars ($800,000,000), the Parties shall have otherwise agreed each in their sole discretion upon increased amounts of financial assurance to be provided by Buyer, in which case the Parties shall have entered into an amendment hereto or a separate agreement, memorializing the change in the financial assurance amounts.

7.2.9 Sellers shall have received a certificate from an authorized officer of Buyer, dated the Closing Date, to the effect that the conditions set forth in Sections 7.2.3, 7.2.6, and 7.2.7 have been satisfied by Buyer;

7.2.10 Buyer shall have delivered, or caused to be delivered, to Sellers at the Closing, Buyer's closing deliveries described in Section 3.4;

7.2.11 Buyer shall have executed all of the Ancillary Agreements; and

7.2.12 Financial assurances, in a form and substance required by the NRC, this Agreement and reasonably satisfactory to Seller, that Buyer will have the resources to complete the Decommissioning of TMI-2 and the TMI-2 Site.

ARTICLE VIII INDEMNIFICATION

8.1 Indemnification.

8.1.1 Following the Closing, Buyer shall indemnify, defend upon request, and hold harmless each of the Seller Parties (each, a "Seller Indemnitee") from and against any and all Indemnifiable Losses, asserted against or suffered by any Seller Indemnitee attributable to, relating to, resulting from or arising out of (i) any breach by Buyer of any of the representations and warranties of Buyer contained in this Agreement; (ii) any breach by Buyer of any of the covenants of Buyer contained in this Agreement; (iii) the Assumed Liabilities; (iv) any Third Party Claims against a Seller Indemnitee attributable to, relating to, resulting from or arising out of Buyer's ownership, possession, use, or Decommissioning of TMI-2 or the TMI-2 Site following the Closing Date, including contractors' mechanics', materialmen's and similar liens and claims arising out of the performance of services or the furnishing of materials relating to TMI-2 or the TMI-2 Site (other than any Third Party Claims that are Excluded Liabilities), or (v) any Third Party Claims against a Seller Indemnitee attributable to, relating to, resulting from or arising out of the Buyer's ownership, possession, use or operation of the Assets following the Closing Date. Except in the case of breaches of Sections 5.1, 5.3, 5.7 or 6.10, no Indemnifiable Loss shall be recoverable by a Seller Indemnitee under clause (i) of this Section 8.1.1 until such time as the total amount of all Indemnifiable Losses that have been incurred by the Seller Indemnitee pursuant to such provision [ ] in the aggregate, and from and after the date on which such Indemnifiable Losses [ ], only to the extent an Indemnifiable Loss [ ].

8.1.2 Following the Closing, Sellers shall indemnify, defend upon request, and hold harmless the Buyer Parties (each, a "Buyer Indemnitee") from and against any and all Indemnifiable Losses asserted against or suffered by any Buyer Indemnitee attributable to, relating to, resulting from or arising out of (i) any breach by Sellers of the representations and warranties of Sellers contained in this Agreement; (ii) any breach by Sellers of any covenants of Sellers contained in this Agreement; (iii) the Excluded Liabilities; (iv) any Third Party Claims against a Buyer Indemnitee attributable to, relating to, resulting from or arising out of Sellers' ownership, possession, use, or operation of the Assets on or prior to the Closing Date (other than any Third Party Claims that are Assumed Liabilities); or (v) any Third Party Claims against a Buyer Indemnitee attributable to, relating to, resulting from or arising out of Sellers' ownership, possession, use, or operation of the Excluded Assets. Except in the case of Excluded Liabilities or breaches of Sections 4.1, 4.2 or 6.10, no Indemnifiable Loss shall be recoverable by a Buyer Indemnitee under clause (i) of this Section 8.1.2 until such time as the total amount of all Indemnifiable Losses that have been incurred by the Buyer Indemnitee pursuant to such provision exceeds Ten Million Dollars ($10,000,000) in the aggregate, and from and after the date on which such Indemnifiable Losses exceed Ten Million Dollars ($10,000,000), only to the extent an Indemnifiable Loss exceeds One Million Dollars ($1,000,000).

8.1.3 The expiration or termination of any representation or warranty shall not affect the Parties' obligations under this Section 8.1 if the Indemnitee provided the Person required to provide indemnification under this Agreement (the "Indemnifying Party") with notice of the claim or event for which indemnification is sought in accordance with this Agreement prior to such expiration, termination or extinguishment.

8.1.4 Except to the extent otherwise provided in Article IX or in Section 6.11, following the Closing Date, the rights and remedies of Sellers and Buyer under this Article VIII are exclusive and in lieu of any and all other rights and remedies which Sellers and Buyer may have under this Agreement or otherwise (including Environmental Laws and Nuclear Laws) for monetary relief, with respect to (i) any breach of or failure to perform any covenant, agreement, or representation or warranty set forth in this Agreement, or (ii) the Assumed Liabilities or the Excluded Liabilities, as the case may be. The indemnification obligations of the Parties set forth in this Article VIII apply only to matters arising out of this Agreement, excluding the Ancillary Agreements. Any Indemnifiable Loss arising under or pursuant to an Ancillary Agreement shall be governed by the indemnification obligations, if any, contained in the Ancillary Agreement under which the Indemnifiable Loss arises. The maximum aggregate liability of Buyer under clause (i) of Section 8.1.1 for Indemnifiable Losses by the Seller Parties shall be Twenty-Five Million Dollars ($25,000,000), and the maximum aggregate liability of Sellers under clause (i) of Section 8.1.2 for Indemnifiable Losses by the Buyer Parties shall be Twenty-Five Million Dollars ($25,000,000); provided, however, that (A) any breach by Sellers of Sections 4.1, 4.2 or 6.10; (B) any breach by Buyer of Sections 5.1, 5.3, 5.7 or 6.10; and (C) fraud of any Party related to this Agreement or the transactions contemplated hereby, shall not be subject to the foregoing limit on indemnity.

8.1.5 Except to the extent any such damages are paid or payable to a Person not a Party or an Affiliate of a Party by reason of a Third Party Claim, Buyer and Sellers waive any right arising in connection with or with respect to this Article VIII to recover (i) punitive, remote or speculative damages, or (ii) incidental, special, or consequential damages.

8.1.6 The representations, warranties and covenants of the Indemnifying Party, and the Indemnitee's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnitee (including any of its Representatives) or by reason of the fact that the Indemnitee or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnitee's waiver of any condition set forth in Section 7.1 or 7.2, as the case may be.

8.2 Defense of Claims.

8.2.1 If any Indemnitee receives written notice of the assertion of any claim or of the commencement of any claim, action, or proceeding made or brought by any Person who is not a Party or an Affiliate of a Party (a "Third Party Claim"), including an information document request or a notice of proposed disallowance issued by the IRS relating to a matter covered by Section 5.7, with respect to which indemnification is to be sought from an Indemnifying Party, the Indemnitee shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event such notice shall not be given later than twenty (20) days after the Indemnitee's receipt

of notice of such Third Party Claim, except as otherwise provided by Section 8.2.6. Such notice shall include an accurate and complete copy of the written notice the Indemnitee received. The Indemnifying Party will have the right to participate in the defense of any Third Party Claim at such Indemnifying Party's expense and using such Indemnifying Party's own counsel; or, if requested in writing by the Indemnitee, the Indemnifying Party shall assume the defense of any Third Party Claim at such Indemnifying Party's expense and by such Indemnifying Party's own counsel; provided, however, that the counsel for the Indemnifying Party who shall conduct the defense of such Third Party Claim shall be reasonably satisfactory to the Indemnitee. The Indemnitee shall cooperate in good faith in such defense at Indemnitee's own expense. If the Indemnitee does not request that the Indemnifying Party defend any such Third Party Claim, the Indemnifying Party shall cooperate in good faith in such defense and may reasonably participate in the defense of the claim, all at such Indemnifying Party's expense. If an Indemnifying Party is not requested to or fails to participate in the defense of any Third Party Claim, the Indemnitee may compromise or settle such Third Party Claim over the objection of the Indemnifying Party, which settlement or compromise shall conclusively establish the Indemnifying Party's Liability pursuant to this Agreement; provided, however, that the Indemnitee provides written notice to the Indemnifying Party of its intent to settle and such notice reasonably describes the terms of such settlement at least ten (10) Business Days prior to entering into any binding settlement.

8.2.2 If, within twenty (20) days after an Indemnitee provides written notice to the Indemnifying Party of any Third Party Claim and requests that the Indemnifying Party defend such Third Party Claim as provided in Section 8.2.1 and the Indemnitee receives written notice from the Indemnifying Party that such Indemnifying Party will assume the defense of such Third Party Claim, then the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, however, that if after receipt of a request to assume such Third Party Claim, the Indemnifying Party fails to take reasonable steps necessary to diligently defend such Third Party Claim within twenty (20) days after receiving a request from the Indemnitee, or the Indemnitee reasonably believes the Indemnifying Party has failed to take such steps, the Indemnitee may assume its own defense and the Indemnifying Party shall be liable for all reasonable expenses thereof, including reasonable attorneys' fees.

8.2.3 Without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed, the Indemnifying Party shall not enter into any settlement of any Third Party Claim which would lead to Liability or create any financial or other obligation on the part of the Indemnitee for which the Indemnifying Party has not agreed to provide full indemnification. If a firm offer is made to settle a Third Party Claim without leading to Liability or the creation of a financial or other obligation on the part of the Indemnitee for which the Indemnifying Party has not agreed to provide full indemnification and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to the Indemnitee to that effect. If the Indemnitee fails to consent to such firm offer within twenty (20) days after its receipt of such notice, the Indemnifying Party shall be relieved of its obligations to defend such Third Party Claim and the Indemnitee may contest or defend such Third Party Claim. In such event, the maximum Liability of the Indemnifying Party as to such Third Party Claim will be the amount of such settlement offer plus reasonable costs and expenses paid or incurred by Indemnitee up to the date of said notice.

8.2.4 Any claim by an Indemnitee on account of an Indemnifiable Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, stating the nature of such claim in reasonable detail and indicating the estimated amount, if practicable, but in any event such notice shall not be given later than twenty (20) days after the Indemnitee becomes aware of such Direct Claim, and the Indemnifying Party shall have a period of twenty (20) days within which to respond to such Direct Claim. If the Indemnifying Party does not respond within such twenty (20) day period, the Indemnifying Party shall be deemed to have accepted such claim. If the Indemnifying Party rejects such claim, the Indemnitee will be free to seek enforcement of its right to indemnification under this Agreement.

8.2.5 The amount of any Indemnifiable Loss shall be reduced to the extent that the Indemnitee receives any insurance proceeds with respect to an Indemnifiable Loss. If the amount of the Indemnitee's Indemnifiable Loss, at any time subsequent to the making of an indemnity payment in respect thereof, is reduced by recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by, from or against any other entity, the amount of such reduction, less any costs, expenses (including reasonable attorneys' fees) or premiums incurred in connection therewith by the Indemnitee, and less any portion of the Indemnifiable Loss not reimbursed by the Indemnifying Party, shall promptly be repaid by the Indemnitee to the Indemnifying Party. Unless already addressed by the applicable insurance policy, the Indemnifying Party shall not be entitled to any credit or repayment under this Section 8.2.5 unless and until it assigns to the insurer subrogation rights required by the insurer to be given to it if receipt of such an assignment was a condition of the insurer making payment to the Indemnitee. The Indemnitee and Indemnifying Party shall use commercially reasonable efforts to mitigate the Indemnifiable Losses related to a Third Party Claim or a Direct Claim.

8.2.6 A failure to give timely notice as provided in this Section 8.2 shall not affect the rights or obligations of any Party hereunder except as expressly set forth in this Section 8.2 or if, and only to the extent that, as a result of such failure, the Party which was entitled to receive such notice was actually prejudiced as a result of such failure.

ARTICLE IX TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing Date as follows:

9.1.1 At any time prior to the Closing Date by mutual written consent of Sellers and Buyer;

9.1.2 By Sellers or Buyer, if (i) any federal or state court of competent jurisdiction shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Closing, and such order, judgment or decree shall have become final and non-appealable; or (ii) any statute, rule, order or regulation shall have been enacted or issued by any Governmental Authority which, directly or indirectly, prohibits the consummation of the Closing;

9.1.3 By Sellers or Buyer if an event described in Section 6.9.3(d) has occurred and during the sixty (60) day period described in Section 6.9.3(d), the Parties are not able to restructure the transaction in a tax efficient manner that satisfies the requirements of Section 6.9.3(d), or any Buyer's Required Regulatory Approval or Sellers' Required Regulatory Approval (other than, in either case, the Transfer PLR) has been denied in a non-appealable order;

9.1.4 By Sellers or Buyer if Closing does not occur within three (3) months after all of the conditions to Closing set forth in Article VII have been received or waived; provided, however, that the right to terminate this Agreement under this Section 9.1.4 shall not be available to any Party whose failure to comply with any provision of this Agreement has been the primary cause of, or resulted in, the failure to meet any condition to Closing within such time period;

9.1.5 By Sellers or Buyer if Closing does not occur within two (2) years following the Contract Date (the "Termination Date"), provided, however, that the right to terminate this Agreement under this Section 9.1.5 shall not be available to any Party whose failure to comply with any provision of this Agreement has been the primary cause of, or resulted in, the failure to meet any condition to Closing within such time period;

9.1.6 By Buyer if there has been a material violation or breach by Sellers of any applicable covenant, representation or warranty contained in this Agreement such that the conditions set forth in Sections 7.1.3, 7.1.5 and 7.1.6 would not be satisfied as of the Closing, as applicable, and such violation or breach (i) is not cured by the earlier of the Closing Date or sixty (60) days after written notice to Sellers specifying particularly such violation or breach (provided that in the event Sellers are attempting to cure the violation or breach in good faith, then Buyer may not terminate pursuant to this provision unless the violation or breach is not cured within thirty (30) days after all other conditions precedent to Closing set forth in Article VII have been either satisfied or waived); and (ii) such violation or breach has not been waived by Buyer;

9.1.7 By Sellers if there has been a material violation or breach by Buyer of any covenant, representation or warranty contained in this Agreement and such that the conditions set forth in Sections **Error! Reference source not found.**, 7.2.4 and 7.2.6 would not be satisfied as of the Closing, as applicable, and such violation or breach (i) is not cured by the earlier of the Closing Date or sixty (60) days after written notice to Buyer specifying particularly such violation or breach (provided that in the event Buyer is attempting to cure the violation or breach in good faith, then Sellers may not terminate pursuant to this provision unless the violation or breach is not cured within thirty (30) days after all other conditions precedent to Closing set forth in Article VII have been either satisfied or waived); and (ii) such violation or breach has not been waived by Sellers; and

9.1.8 By Sellers if (i) the financial condition of Buyer or the Parent Guarantor deteriorates so as to materially undermine the value of the financial assurances to be provided by Buyer at Closing; and (ii) alternative financial assurances acceptable to Sellers in their sole discretion are not provided.

Notwithstanding anything to the contrary herein, (i) if Buyer is in material breach of any agreement, covenant, representation or warranty in this Agreement, then Buyer may not exercise

any right it may otherwise have under this Section 9.1 to elect to terminate this Agreement until such material breach has been cured, and (ii) if Sellers are in material breach of any agreement, covenant, representation or warranty in this Agreement, then Sellers may not exercise any right it may otherwise have under this Section 9.1 to elect to terminate this Agreement until such material breach has been cured.

9.2 Effect of Termination. In the event of a termination of this Agreement by Sellers or Buyer pursuant to Section 9.1, written notice thereof shall promptly be given by the terminating Party to the other Party or Parties, and this Agreement shall immediately become void and neither Party shall thereafter have any further liability hereunder to the other Parties; provided, however, that nothing in this Agreement shall relieve a Party from liability for any willful breach of or willful failure to perform under this Agreement.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Amendment and Modification. Subject to applicable Laws, this Agreement may be amended, modified or supplemented only by written agreement of Sellers and Buyer.

10.2 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.

10.3 Survival of Representations, Warranties, Covenants and Obligations.

10.3.1 The representations and warranties given or made by any Party to this Agreement or in the certificates required by Section 7.1.8 or 7.2.9 shall survive the Closing for a period of twelve (12) months except that (i) the representations and warranties relating to Taxes and Tax Returns in Sections 4.14, 4.15 and 5.7 (Transfer of Decommissioning Funds) shall survive the Closing until the later of thirty (30) days following the expiration of the applicable statutes of limitation plus any extensions or waivers thereof or a determination under Section 1313 of the Code; and (ii) the representations and warranties in Sections 4.1, 4.2, 5.1, 5.3, 5.7 and 6.10 shall survive indefinitely. Notwithstanding the foregoing, the expiration of the survival period for any representations and warranties shall not affect the Parties' obligations under Section 8.1 if the Indemnitee provided the Indemnifying Party with a notice for the claim or event for which indemnification is sought prior to such expiration.

10.3.2 The covenants relating to Taxes and Tax Returns in Section 6.11 shall survive the Closing until the later of thirty (30) days following the expiration of the applicable statutes of limitation plus any extensions or waivers thereof or a determination under Section 1313 of the Code. All other covenants and agreements of the Parties contained in this Agreement to be performed or completed at or prior to the Closing shall terminate at Closing. All of the covenants and agreements of the Parties contained in this Agreement which, by their terms, are to be performed or complied with in whole or in part following the Closing, shall

survive for the period provided in such covenants and agreements, if any, or until performed in accordance with their respective terms.

10.4 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 e-mail)), or mailed by overnight courier or registered or certified mail (return receipt requested), postage prepaid, to the recipient Party at its address at set forth below (or at such other address 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):

If to Sellers, to:

FirstEnergy Service Company
76 South Main Street
Akron, OH 44308
Attention: Director, Business Development
Email: dpinter@firstenergycorp.com

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

FirstEnergy Service Company
76 South Main Street
Akron, OH 44308
Attention: Senior Vice President and General Counsel
Email: rreffner@firstenergycorp.com

If to Buyer, to:

Energy Solutions
299 South Main, Suite 1700
Salt Lake City, Utah 84111
Attention: Ken Robuck, CEO; Russ Workman, General Counsel
Email: kwrobuck@energysolutions.com;
rgworkman@energysolutions.com

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

Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
Attention: Daniel F. Stenger
Email: daniel.stenger@hoganlovells.com

10.5 No Third Party Beneficiaries. Except for the Buyer Parties or Seller Parties in connection with Article VIII, this Agreement is for the sole benefit of the Parties hereto and their

respective permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.6 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. No Party shall, including by operation of law, assign this Agreement or any of their respective rights, interests or obligations hereunder to any other Person, without the prior written consent of the other Party. 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. Any assignee of Buyer shall agree to the same governance provisions as set forth in the Amended and Restated LLC Agreement.

10.7 Governing Law; Jurisdiction; Venue.

10.7.1 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES.

10.7.2 THE PARTIES AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE FEDERAL COURTS LOCATED WITHIN THE COUNTY OF ALLEGHENY IN THE COMMONWEALTH OF PENNSYLVANIA. THE FOREGOING COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS.

10.7.3 EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR SUIT ARISING OUT OF THIS AGREEMENT, OR THE VALIDITY, PERFORMANCE, OR ENFORCEMENT THEREOF, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY CERTIFIES THAT NEITHER IT NOR ANY OF ITS REPRESENTATIVES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. FURTHER, EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY RELIED ON THIS WAIVER OF RIGHT TO JURY TRIAL AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

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

10.9 Schedules. The Schedules have been arranged for purposes of convenience in separately titled sections corresponding to Sections of this Agreement. Any fact or item disclosed on any Schedule to this Agreement whose relevance or applicability to the information called for by any other Schedules to this Agreement is reasonably apparent on its face shall be deemed disclosed with respect to all such Schedules, notwithstanding the omission of a reference or cross-reference thereto. The information contained in this Agreement and in the Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of Law or breach of contract). Any fact or item disclosed on any Schedule hereto shall not by reason only of such inclusion be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement.

10.10 Entire Agreement. This Agreement and the Ancillary Agreements, including the Exhibits, Schedules, documents, certificates and instruments referred to herein or therein, and any other documents that specifically reference this Section 10.10, 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 (i) Buyer or its Affiliates or their Representatives to Sellers or its Affiliates or their Representatives; or (ii) Sellers or its Affiliates or their Representatives to Buyer or its Affiliates or their Representatives, in connection with the sale process that occurred prior to the execution of this Agreement or otherwise in connection with the negotiation and execution of this Agreement.

10.11 Acknowledgment; Independent Due Diligence.

10.11.1EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, THE ASSETS ARE SOLD "AS-IS, WHERE-IS," AND SELLERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE ASSETS, INCLUDING TMI-2 AND THE TMI-2 SITE. BUYER ACKNOWLEDGES AND AGREES THAT NONE OF SELLERS OR THEIR AFFILIATES HAVE MADE ANY REPRESENTATION OR WARRANTY OTHER THAN THOSE SET FORTH IN THIS AGREEMENT, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE ASSETS, INCLUDING TMI-2 AND THE TMI-2 SITE NOT INCLUDED IN THIS AGREEMENT. EXCEPT AS CONTAINED IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE IV, NO COMMUNICATIONS BY OR ON BEHALF OF SELLERS, INCLUDING RESPONSES TO ANY QUESTIONS OR INQUIRIES, WHETHER ORALLY, IN WRITING OR ELECTRONICALLY, AND NO INFORMATION PROVIDED TO BUYER OR ANY OF ITS AFFILIATES, SHALL BE DEEMED TO (I) CONSTITUTE A REPRESENTATION, WARRANTY, COVENANT, UNDERTAKING OR AGREEMENT OF SELLERS; OR (II) BE PART OF THIS AGREEMENT.

10.11.2BUYER FURTHER ACKNOWLEDGES THAT BUYER AND ITS AFFILIATES HAS KNOWLEDGE AND EXPERIENCE IN TRANSACTIONS OF THIS TYPE AND IN THE DECOMMISSIONING OF NUCLEAR POWER PLANTS, AND BUYER IS THEREFORE CAPABLE OF EVALUATING THE RISKS AND MERITS OF ACQUIRING THE ASSETS, ASSUMING THE ASSUMED LIABILITIES, CONSUMMATING THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT AND THE ANCILLARY AGREEMENTS, AND PERFORMING ITS OBLIGATIONS HEREUNDER AND THEREUNDER. BUYER HAS RELIED ON ITS OWN INDEPENDENT INVESTIGATION AND PERFORMED ITS OWN ANALYSIS OF THE ASSETS AND THE ASSUMED LIABILITIES, AND HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE SET FORTH IN THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED, AT COMMON LAW OR STATUTE, FURNISHED BY SELLERS OR ANY OF THEIR RESPECTIVE AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES, IN DETERMINING TO ENTER INTO THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. NONE OF SELLERS, THEIR RESPECTIVE AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES HAS GIVEN ANY INVESTMENT, LEGAL OR OTHER ADVICE OR RENDERED ANY OPINION AS TO WHETHER THE PURCHASE OF THE ASSETS AND THE CONSUMMATION OF THE TRANSACTIONS AS CONTEMPLATED HEREIN AND IN THE ANCILLARY AGREEMENTS IS PRUDENT.

10.12 Bulk Sales Laws. Buyer acknowledges that compliance with the provisions of the New Jersey bulk sales Laws are the obligation of Buyer. Sellers and their respective Affiliates will use commercially reasonable efforts to assist Buyer's compliance with the provisions of the Pennsylvania bulk sales Laws.

10.13 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.

10.14 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.

10.15 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any present or future Law or public policy in any jurisdiction, as to that jurisdiction, (a) such term or other provision shall be fully separable, (b) this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised a part hereof, (c) all other conditions and provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable term or other provision or by its severance herefrom so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party, and (d) such terms or other provision shall not affect the validity or

enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced in any jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

10.16 Specific Performance. Each Party acknowledges and agrees that the other Party or Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement), and that monetary damages, even if available, would not be an adequate remedy therefor. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which it may be entitled, at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other Party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. In no event shall the exercise of any Party's right to seek specific performance pursuant to this Section 10.16 reduce, restrict or otherwise limit the right of a Party to terminate this Agreement pursuant to Article IX.

{Remainder of 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 above written.

GPU NUCLEAR, INC.

By: _____
Name: _____
Title: _____

METROPOLITAN EDISON COMPANY

By: _____
Name: _____
Title: _____

JERSEY CENTRAL POWER & LIGHT COMPANY

By: _____
Name: _____
Title: _____

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

TMI-2 SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

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

GPU NUCLEAR, INC.

By: _____
Name: _____
Title: _____

METROPOLITAN EDISON COMPANY

By: _____
Name: _____
Title: _____

JERSEY CENTRAL POWER & LIGHT COMPANY

By: _____
Name: _____
Title: _____

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

TMI-2 SOLUTIONS, LLC

By: K. W. Robuck
Name: KENNETH W. ROBUCK
Title: CEO ENERGY SOLUTIONS LLC, SOLE MANAGING MEMBER

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

GPU NUCLEAR, INC.

By: _____
Name: GREGORY H. HALNON
Title: PRESIDENT and CHIEF NUCLEAR OFFICER

METROPOLITAN EDISON COMPANY

By: _____
Name: SAMUEL L. BELCHER
Title: PRESIDENT

JERSEY CENTRAL POWER & LIGHT COMPANY

By: _____
Name: _____
Title: _____

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name: SAMUEL L. BELCHER
Title: PRESIDENT

TMI-2 SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

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

GPU NUCLEAR, INC.

By: _____
Name: _____
Title: _____

METROPOLITAN EDISON COMPANY

By: _____
Name: _____
Title: _____

JERSEY CENTRAL POWER & LIGHT COMPANY

By: James V. Fakult
Name: James V. Fakult
Title: President

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

TMI-2 SOLUTIONS, LLC

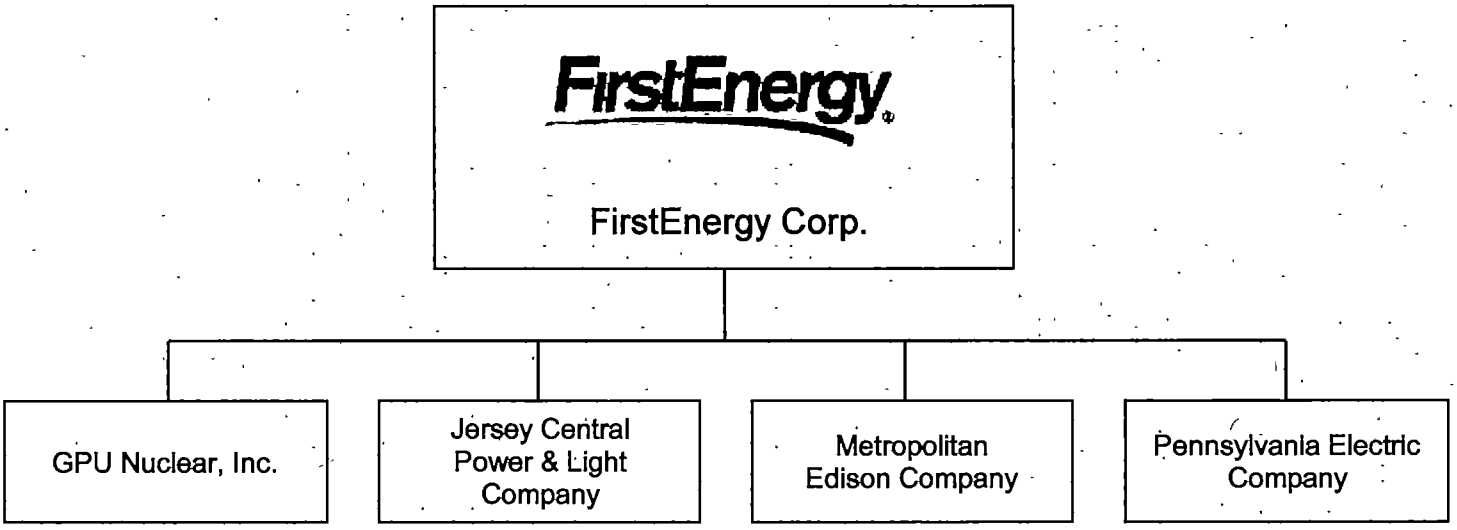
By: _____
Name: _____
Title: _____

(Signature Page to Asset Purchase and Sale Agreement)

ENCLOSURE 2

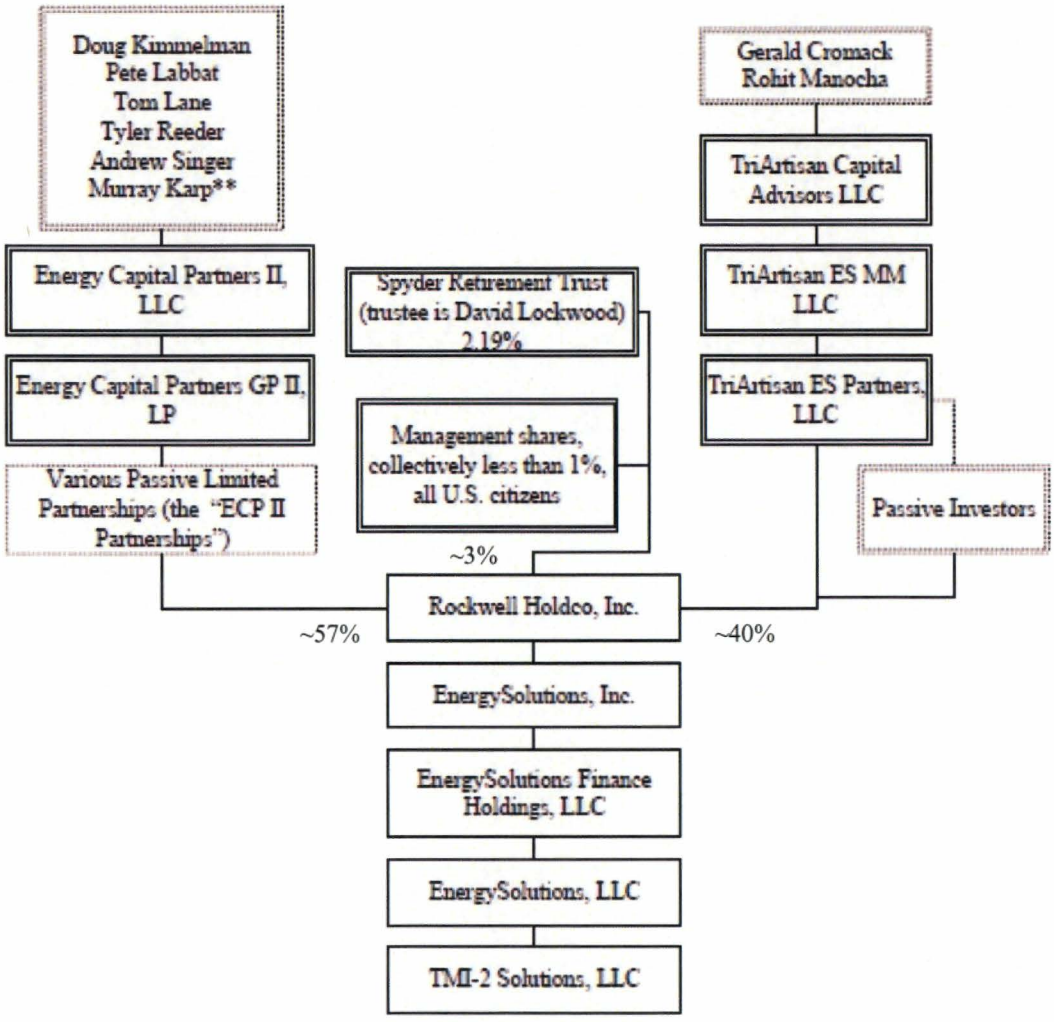
PRE-CLOSING AND POST-CLOSING ORGANIZATIONAL CHARTS

Figure 2.1
Pre-Transfer Ownership Chart



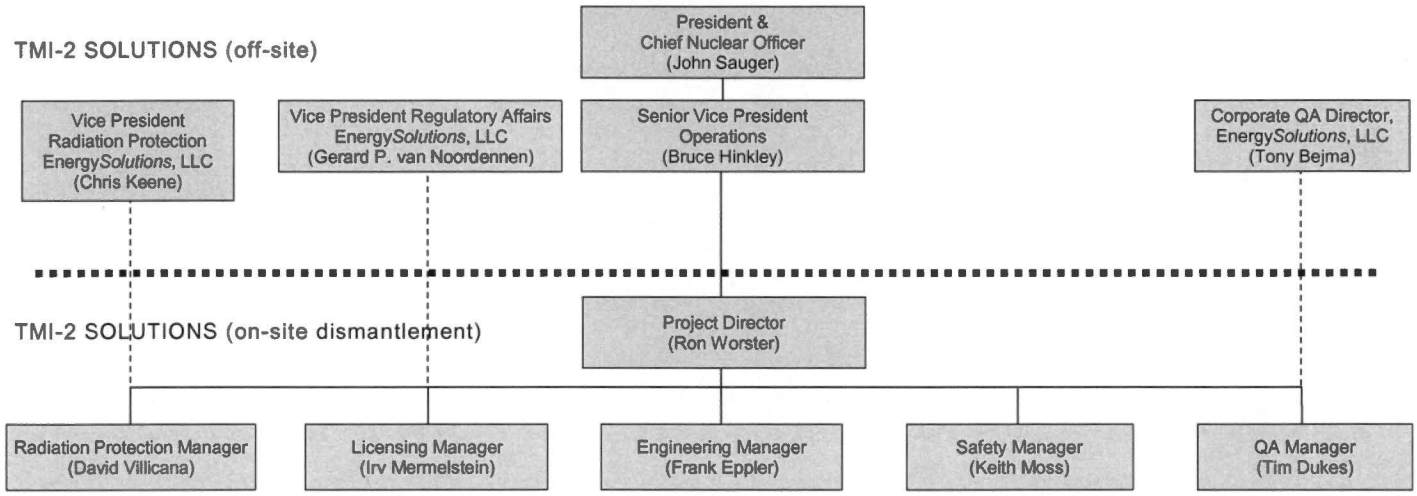
Note: FirstEnergy Corp., Jersey Central Power & Light Company and Pennsylvania Electric Company have subsidiaries that are not shown on this chart.

Figure 2.2
Post-Transfer Ownership Chart



**Murray D. Karp, a U.S. citizen and an employee of Energy Capital Partners, is admitted to ECP II for very limited purposes. Mr. Karp is not a managing member of, and has no voting or control rights and no economic interests with respect to ECP II.

Figure 2.3
TMI-2 Solutions, LLC Organization



ENCLOSURE 3B

FORM OF TAX-QUALIFIED NUCLEAR DECOMMISSIONING TRUST AGREEMENT

(NON-PROPRIETARY)

FOR PUBLIC DISCLOSURE

Attachment 1 to TMI-19-112
Enclosure 3B

FORM OF TAX-QUALIFIED NUCLEAR DECOMMISSIONING TRUST AGREEMENT

TAX-QUALIFIED NUCLEAR DECOMMISSIONING TRUST AGREEMENT

Between

TMI-2 SOLUTIONS, LLC

and

THE BANK OF NEW YORK MELLON

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TAX-QUALIFIED NUCLEAR DECOMMISSIONING TRUST AGREEMENT

THIS TAX-QUALIFIED NUCLEAR DECOMMISSIONING TRUST AGREEMENT (the "Agreement"), dated as of _____, effective _____, 2019, by and between TMI-2 Solutions, LLC ("TMI-2 Solutions"), a limited liability company duly organized and existing under the laws of the State of Delaware, having its principal office at 299 South Main Street, Suite 1700, Salt Lake City, UT 84111, and The Bank of New York Mellon, as Trustee, having its office at New York, New York (the "Trustee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase and Sale Agreement dated as of [_____, 2019], by and among GPU Nuclear, Inc., Metropolitan Edison Company, Jersey Central Power & Light Company, and Pennsylvania Electric Company (collectively, "FirstEnergy") and TMI-2 Solutions (as amended, the "Asset Purchase and Sale Agreement") FirstEnergy has agreed, subject to the terms and conditions of the Asset Purchase and Sale Agreement, to sell, assign, convey, transfer and deliver its right, title and interest in certain assets related to the Plant listed in Schedule A attached hereto, and TMI-2 Solutions has agreed, subject to the terms and conditions of the Asset Purchase and Sale Agreement, to assume and discharge certain liabilities related thereto; and

WHEREAS, pursuant to the Asset Purchase and Sale Agreement, TMI-2 Solutions is the owner of the Plant; and

WHEREAS, FirstEnergy's Indenture and Second Amendment to Indenture, dated the 25th day of October 1990, as amended ("FirstEnergy Trust Agreement") provides for a trust for the purpose of providing for the decommissioning of the Plant, which trust includes qualified nuclear decommissioning funds under Section 468A of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the trust that is the subject of this Agreement (the "Tax-Qualified Trust") is intended by TMI-2 Solutions to be maintained and to be and remain qualified under Section 468A of the Code for the exclusive purpose of providing for the decommissioning of the Plant;

WHEREAS, pursuant to the Asset Purchase and Sale Agreement, FirstEnergy wishes to transfer to TMI-2 Solutions certain qualified nuclear decommissioning funds held under its FirstEnergy Trust Agreement, and TMI-2 Solutions has agreed to accept such funds; and

WHEREAS, nothing in this Agreement is intended to conflict with or override the applicable licenses or the applicable regulatory requirements of the NRC, the Service and other regulators; and

WHEREAS, TMI-2 Solutions wishes that the Trustee serve as trustee of the Tax-Qualified Trust.

NOW, THEREFORE, TMI-2 Solutions has previously delivered Schedules to this Agreement to the Trustee, and the Trustee acknowledges it will receive the funds described thereon representing the initial funding of the Trust with respect to the Plant described or referenced on such Schedules; and

TO HAVE AND TO HOLD THE SAME IN TRUST for the exclusive use and purpose and upon the terms and conditions hereinafter set forth and as set forth in the Tax-Qualified Nuclear Decommissioning Trust Agreement (the "Trust Agreement"), together with the proceeds and reinvestments thereof.

ARTICLE 1:
DEFINITIONS, NAME, AUTHORIZED ACTORS AND PURPOSE

1.1 *Definitions*. For purposes of the Tax-Qualified Nuclear Decommissioning Trust Agreement, the following terms shall have the following meanings:

"***Agreement***," and "***Trust Agreement***" shall mean and include the Tax-Qualified Nuclear Decommissioning Trust Agreement, as it may from time to time be amended, modified, or supplemented.

"***Applicable Regulatory Requirements***" shall mean laws, rules, regulations, orders and license requirements of the United States of America or any state thereof in which a plant is located that are applicable to the retention, investment and utilization of funds for the costs of the decommissioning of any plant, including, without limitation, rules, regulations and orders issued by the NRC and any requirements set forth in the NRC-issued license to operate that plant and any amendments thereto.

"***Asset Purchase and Sale Agreement***" shall mean that certain Asset Purchase and Sale Agreement dated as of [_____, 2019], as amended, by and among GPU Nuclear, Inc., Metropolitan Edison Company, Pennsylvania Electric Company, Jersey Central Power & Light Company and TMI-2 Solutions, LLC.

"***Authorized Officer***" shall mean the chief financial officer, the chief accounting officer, or the principal project management officer of TMI-2 Solutions or other responsible officer or employee of TMI-2 Solutions.

"***Back-Up & Provisional Nuclear Decommissioning Trust***" shall mean the Back-Up & Provisional Nuclear Decommissioning Trust established under the TMI-2 Solutions Back-Up and Provisional Decommissioning Trust Agreement between TMI-2 Solutions and Trustee as it may from time to time be amended, modified, or supplemented. The Back-Up & Provisional Nuclear Decommissioning Trust contains as "***Back-Up Trust Account***" and a "***Provisional Trust Account***."

"***Code***" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time, and the regulations promulgated thereunder. "***Section 468A***" shall mean that section of

the Code, as it may be amended from time to time, and any successor provision thereto, and the regulations promulgated thereunder. "***Section 4951***" shall mean that section of the Code, as it may be amended from time to time, and any successor provision thereto, and the regulations promulgated thereunder.

"***Data Providers***" shall mean pricing vendors, brokers, dealers, investment managers, subcustodians, depositories and any other person providing Market Data to the Trustee.

"***Data Terms Website***" shall mean [_____] or any successor website the address of which is provided by the Trustee to TMI-2 Solutions.

"Decommissioning Completion Agreement" means the Decommissioning Completion Agreement dated [●] between TMI-2 Solutions, Metropolitan Edison Company, Jersey Central Power & Light Company, and Pennsylvania Electric Company, whereby TMI-2 Solutions agrees to decommission TMI-2.

"***Disbursement Certificate***" shall mean a document properly completed and executed by an Authorized Officer substantially in the form of Exhibit A hereto.

"Disposal Capacity Easement" means the Disposal Capacity Easement dated [●] between Energy*Solutions*, Inc. and TMI-2 Solutions.

"***FirstEnergy***" shall mean GPU Nuclear, Inc., Metropolitan Edison Company, Jersey Central Power & Light Company, and Pennsylvania Electric Company.

"***Final Tax Liabilities***" shall mean any and all tax liabilities of the Tax-Qualified Trust determined to be owing but not paid out of the assets of FirstEnergy's trust prior to the transfer of the assets of FirstEnergy's trust to the Trust.

"***Final Tax Refunds***" shall mean any and all tax refunds of the Tax-Qualified Trust determined to be receivable but not collected by FirstEnergy's trust prior to the transfer of the assets of FirstEnergy's trust to the Trust.

"***Future Orders***" shall mean any orders of applicable regulatory bodies, including the NRC, and any Federal or state laws adopted, in connection with the retention, investment and utilization of funds for the costs of the decommissioning of any Plant.

"***Losses***" shall mean, collectively, losses, costs, expenses, damages, liabilities and claims.

"***Market Data***" shall mean pricing or other data related to securities and other assets. Market Data includes but is not limited to security identifiers, valuations, bond ratings, classification data, and other data received from investment managers and others.

"***NRC***" shall mean the United States Nuclear Regulatory Commission and any successor agency thereto.

"***Phase 1 End-State Conditions***" shall be given its meaning as stated in the Decommissioning Completion Agreement.

"***Phase 2 End-State Conditions***" shall be given its meaning as stated in the Decommissioning Completion Agreement.

"Phase 2-B" shall be given its meaning as stated in the Decommissioning Completion Agreement.

"***Plant***" shall mean the Assets and Assumed Liabilities related to Three Mile Island Nuclear Generating Station, Unit 2, as those terms are defined in Article 2 of the Asset Purchase and Sale Agreement.

"Project Schedule" shall be given its meaning as stated in the Decommissioning Completion Agreement.

"***Qualified Costs***" shall mean the costs incurred in the decommissioning of a Plant (including, in the case of a multi-unit nuclear power plant site, any related common facilities), to the extent that such costs may be paid out of a Trust without contravening Applicable Regulatory Requirements. For the Tax-Qualified Trust, the applicable regulations will include the provisions of Section 468A.

"***Service***" shall mean the Internal Revenue Service.

"***Tax-Qualified Trust***" shall mean the fund established for nuclear decommissioning of TMI-2 under Section 468A. For the Avoidance of Doubt, this term does not include the Back-Up & Provisional Nuclear Decommissioning Trust.

"***TMI-2 Solutions***" shall mean TMI-2 Solutions, LLC.

"***Trust***" shall mean the TMI-2 Tax-Qualified Trust ("Tax-Qualified Trust").

"Unanimous Vote" means the unanimous vote of the board of managers of TMI-2 Solutions, including the independent manager nominated by FirstEnergy, permitting disbursements from the Phase 2 Subaccount prior to completion of the Phase 1 End-State Conditions, concomitant with a plan for restoring the Phase 2 Subaccount to its value immediately prior to the Unanimous Vote.

"***Reimbursement Certificate***" shall mean a document properly completed and executed by an Authorized Officer substantially in the form of Exhibit B hereto.

1.2 *Names of Trust.* The name of the Tax-Qualified Trust shall be the "TMI-2 Tax-Qualified Trust."

1.3 *Establishment of the Trust.* The Trustee has established and shall hold a qualified fund for the Plant, which shall be known as the TMI-2 Tax-Qualified Trust. The Trustee shall

maintain separate records for the Tax-Qualified Trust, and shall credit thereto its pro rata share of all income of the Tax-Qualified Trust (and charge thereto its pro rata share of all expenses and losses), unless as otherwise described in the Trust Agreement. Until otherwise instructed in writing by TMI-2 Solutions, nothing in this Agreement shall be deemed to require the Trustee to segregate or invest separately assets of the Trust, it being intended that the assets of the Trust may be maintained and invested and reinvested as a common pool, but shall not be required to be so maintained or invested.

No part of the interest of the Tax-Qualified Trust in the common pool, nor any right pertaining to such interest (including any right to substitute another entity for that Tax-Qualified Trust as a participant in the common pool), may be sold, assigned, transferred or otherwise alienated or disposed of by the Tax-Qualified Trust to any other party. The Tax-Qualified Trust may withdraw any part or all of its commingled investments in the common pool at any time upon written notice to the Trustee from TMI-2 Solutions. Upon the withdrawal of the entire interest of the Tax-Qualified Trust from the common pool, the common pool will terminate. At that time, the Tax-Qualified Trust's assets will be segregated in a separate account and no further commingling will occur.

1.4 *Purpose of Trust Agreement.* The purpose of the Trust Agreement is to provide funds for the contemplated decommissioning of the Plant, and to comply with Applicable Regulatory Requirements. The Tax-Qualified Trust shall constitute "nuclear decommissioning reserve funds" within the meaning of Section 468A, and the assets of the Tax-Qualified Trust must be used as authorized by Section 468A and regulations thereunder. None of the assets of the Trust shall be subject to attachment, garnishment, execution or levy in any manner for the benefit of creditors of TMI-2 Solutions or any other party.

1.5 *Contributions to the Funds.* The assets of the Tax-Qualified Trust shall be transferred or contributed by TMI-2 Solutions (or others approved in writing by TMI-2 Solutions) from time to time.

1.6 *Transferability.* TMI-2 Solutions shall not transfer any interest in the Tax-Qualified Trust without the prior written consent of FirstEnergy. The interest of TMI-2 Solutions in the Tax-Qualified Trust is not subject to the claims of the creditors of TMI-2 Solutions; provided, however, that, subject to Section 2.2(d) of this Agreement, any creditor of TMI-2 Solutions, as to which a Disbursement Certificate for the Tax-Qualified Trust has been properly completed and submitted to the Trustee, may assert a claim directly against such Disbursement Certificate or the amount of such Trust available to pay costs other than amounts then owing the Trustee under Section 3.2 of this Agreement.

ARTICLE 2:
ESTABLISHMENT OF TRUST AND DISPOSITIVE PROVISIONS

The Trustee shall manage, invest, reinvest and, after payment of the expenses described in Section 4.1 hereof, distribute the Trust as follows:

2.1 *Creation of Subaccounts and Certain Restrictions on Use of the Phase 1 Subaccount and the Phase 2 Subaccount.*

(a) The Trustee shall segregate the Tax-Qualified Trust into two subaccounts, a "Phase 1 Subaccount" and "Phase 2 Subaccount," and cause funds equivalent to a total of [ ] to be allocated to the Phase 2 Subaccount, with all remaining Tax-Qualified Trust funds allocated to the Phase 1 Subaccount.

(b) Until TMI-2 Solutions achieves the Phase 1 End-State Conditions, as evidenced by a certificate and sworn statement of an Authorized Officer presented to the Trustee, the Trustee shall not disburse funds otherwise available to be disbursed to TMI-2 Solutions, its affiliates, or third party payees ("Receivables") from the Phase 1 Subaccount in connection with the performance of any Phase 2 activities, unless all of the following conditions are satisfied:

(i) TMI-2 Solutions has reasonably demonstrated that sufficient funds will remain in the Phase 1 Subaccount following the disbursement of such Receivables to achieve the Phase 1 End-State Conditions in accordance with the quarterly reports provided to FirstEnergy pursuant to the Decommissioning Completion Agreement; and

(ii) TMI-2 Solutions presents a certificate and sworn statement of an Authorized Officer to the Trustee certifying that each of the above conditions in this Section 2.1(b) have been satisfied.

(c) Until TMI-2 Solutions achieves the Phase 1 End-State Conditions, as evidenced by a certificate and sworn statement of an Authorized Officer presented to the Trustee, the Trustee shall not disburse Receivables from the Phase 2 Subaccount, except to the extent permitted under Section 2.1(d) or 2.1(e).

(d) [

]

(e) [

]

2.2 *Payment of Nuclear Decommissioning Costs.*

(a) Subject to the restrictions contained in Sections 2.1 and 2.2(d), the Trustee shall make payments of Qualified Costs in accordance with the following procedures:

(i) *Disbursements to Third Parties.* The Trustee shall make payments of Qualified Costs to any person (other than TMI-2 Solutions) for goods provided or labor or other services rendered to TMI-2 Solutions in connection with the decommissioning of the Plant as described in a Disbursement Certificate.

(ii) *Reimbursement.* The Trustee shall make payments to TMI-2 Solutions in reimbursement of Qualified Costs actually incurred by TMI-2 Solutions or incurred and paid by TMI-2 Solutions to any other person as described in a Reimbursement Certificate.

(b) The Trustee shall be under no duty to inquire into the correctness or accuracy of matters contained in a Disbursement Certificate or Reimbursement Certificate unless representatives of the Trustee then approving any reimbursement or disbursement based on such certificate have actual knowledge of the falsity of any statements made therein.

(c) TMI-2 Solutions hereby agrees to indemnify the Trustee and hold it harmless from any tax imposed pursuant to Section 4951 with respect to a disbursement or reimbursement made by the Trustee pursuant to this Section 2.2 in reliance on a Disbursement Certificate or a Reimbursement Certificate, provided representatives of the Trustee then approving such disbursement or reimbursement do not have actual knowledge of the falsity of any statements made in the related Disbursement Certificate or Reimbursement Certificate that would have prevented the imposition of such tax.

(d) Except for administrative costs and taxes as provided in Sections 2.3 and 4.1 hereof, no disbursements or payments from the Trust shall be made by the Trustee:

(i) where such proposed disbursement or payment either in whole or in part is not for Qualified Costs;

(ii) unless the Disbursement Certificate or Reimbursement Certificate (a "Distribution Request") presented to the Trustee contains a certificate and sworn statement from an Authorized Officer setting forth as of the date specified in such Distribution Request (a) project costs and expenses incurred for each Major Budget Category in the Project Budget; (b) the aggregate amount of such Distribution Request; and (c) a certification and sworn statement from an

Authorized Officer that the project work and materials and services for which the distribution is requested have been performed or delivered in connection with the Decommissioning and other work required to achieve Phase 2 End-State Conditions; and

(iii) unless the Distribution Request presented to the Trustee contains a certificate and sworn statement from an Authorized Officer confirming that the disbursements meets the requirements of Section 2.1.

2.3 *Remittance and Payment of Taxes.*

(a) *Payment of Taxes Owed on Tax-Qualified Trust.* The Trustee shall pay out of each separate Trust any Federal and at the direction of TMI-2 Solutions, if applicable, state and local taxes on the income of such Trust, including any Final Tax Liabilities, as and when due in accordance with the returns prepared pursuant to Section 3.5 hereof. Payment of any Final Tax Liabilities will be made directly by the Trustee to the Service or appropriate state or local government within the appropriate time required by the Service or state or local government.

(b) *Unrelated Business Taxable Income.* To the extent that assets of the Trust is segregated in an investment management account pursuant to Section 3.8(a) hereof, the Investment Manager shall have the sole responsibility to make any determination as to whether any investment of such assets results in unrelated business taxable income and shall prepare any applicable tax returns, tax information returns and/or other reports pursuant to Section 3.5. The Trustee shall act at the direction of the Investment Manager consistent with the provisions of Sections 2.3(a) and 3.5 hereof.

2.4 *Remittance of Certain Expenses to FirstEnergy.* The Trustee shall remit to TMI-2 Solutions, within [15 business days] after a TMI-2 Solutions request therefor the amount from the Trust which TMI-2 Solutions certifies in writing as the expenses for trustee and asset management fees and other administrative expenses of the Trust Agreement relating to transactions occurring on or prior to the Closing Date that become due on or after the Closing Date as required under Section 6.11 of the Asset Purchase and Sale Agreement. Within 15 days after receipt of any such expense reimbursement from the Trustee, TMI-2 Solutions will remit such expense reimbursement to FirstEnergy.

2.5 *Time of Termination.* The Trust under the Trust Agreement shall terminate in whole, to the extent provided in this Section 2.5, upon the earlier to occur of the following events:

(a) Termination of NRC Facility Possession Only License No. DPR-73.

(b) The distribution of all of the assets from the Trust.

The Trust Agreement shall terminate when the Trust has terminated. Prior to termination, the Trust shall be irrevocable.

2.6 *Distribution of Trust Upon Termination.* Upon the termination of the Trust, the Trustee shall distribute the entire remaining amount of the Trust, including all accrued, accumulated, and undistributed net income, to TMI-2 Solutions.

2.7 *Alterations and Amendments.* The Trustee and TMI-2 Solutions understand and agree that amendments may be required to the Trust Agreement from time to time to effectuate the purpose of the Trust Agreement and to comply with amendments to or changes in Applicable Regulatory Requirements, changes in tax laws (including Section 468A), regulations or rulings (whether published or private) of the Service (whether or not directly relating to Section 468A), and any other changes in the laws applicable to TMI-2 Solutions, the Plant or the Trust created in the Trust Agreement. TMI-2 Solutions and the Trustee may amend the Trust Agreement to the extent necessary or desirable to effectuate such purpose or to comply with such changes; *provided, however*, that: (a) the Trust Agreement may not be amended so as to violate Section 468A; (b) Sections 1.6, 2.1, 2.2, 2.5, and 2.7 of the Trust Agreement may not be amended without the prior written approval of FirstEnergy, such consent not to be unreasonably withheld; and (d) the Trust Agreement may not be modified in any material respect without first providing 30 working days' prior written notice to the NRC Director, Office of Nuclear Materials Safety and Safeguards, and no modification shall be made if the NRC Director, Office of Nuclear Materials Safety and Safeguards provides notice of objection to such amendment. TMI-2 Solutions shall furnish the Trustee with an opinion of legal counsel that any such amendment does not violate Applicable Regulatory Requirements, and would not result in the disqualification of the Tax-Qualified Trust as "nuclear decommissioning reserve funds" under Section 468A, and that all necessary approvals to such amendment have been obtained. Notwithstanding the foregoing, the Trustee may decline to adopt such amendment, if such amendment materially increases the expenses or responsibilities of the Trustee and no adequate provision has been made to compensate the Trustee for such increase, or if the Trustee would be unable with reasonable effort to comply with its duties as to be amended.

2.8 *No Authority to Conduct Business.* The purpose of the Trust Agreement is limited to the matters set forth in Section 1.4 hereof. The Trust Agreement shall not be construed to confer upon the Trustee any authority to conduct business.

2.9 *Distributions.* Upon receipt of written instructions from an Authorized Officer in accordance with ARTICLE 2: of the Trust Agreement, the Trustee shall distribute all or a portion of the Tax-Qualified Trust to TMI-2 Solutions, its affiliate, or a third party, subject to the applicable limitations of ARTICLE 2: of the Trust Agreement.

ARTICLE 3:
GENERAL PROVISIONS RELATING TO THE TRUSTEE

The appointment of any successor Trustee, provisions governing resignation and compensation of the Trustee, and the general rules governing the relationships of the Trustee and TMI-2 Solutions and any third parties are as follows:

3.1 *Designation and Qualification of Successor Trustees.* At any time during the term of the Trust Agreement, TMI-2 Solutions shall have the right, with respect to the Trust, to remove the Trustee acting under the Trust Agreement and appoint another qualified entity as a successor trustee upon 60 days' notice in writing to the Trustee, or upon such shorter notice as may be acceptable to the Trustee. Any Trustee shall have the right to resign at any time upon 60 days' notice in writing to TMI-2 Solutions for the affected Trust and upon such resignation TMI-2 Solutions shall appoint another qualified entity as a successor Trustee for the Trust.

Any successor Trustee shall qualify by a duly acknowledged acceptance of the Trust Agreement and the Trust created thereunder, delivered to TMI-2 Solutions. Upon acceptance of such appointment by the successor Trustee, the Trustee shall transfer to such successor Trustee the Trust. Any successor Trustee shall have all the rights, powers, duties and obligations herein granted to the original Trustee.

If for any reason TMI-2 Solutions is unable to or does not appoint a successor Trustee within 90 days after the resignation or removal of the Trustee for the Trust as provided above, TMI-2 Solutions, or the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee.

3.2 *Compensation and Reimbursement.* The Trustee shall be entitled to compensation from the Trust held under the Trust Agreement at such rates as may be approved in writing from time to time by TMI-2 Solutions. Subject to the approval of TMI-2 Solutions (which shall not be unreasonably withheld or delayed), the Trustee shall be entitled to be reimbursed from the Trust held hereunder for out-of-pocket expenses, including, but not limited to, expenses of agents, auditors and counsel, incurred in connection with the administration of such Trust. TMI-2 Solutions acknowledges that, as disclosed in the Trustee's float policy and as part of the Trustee's compensation, the Trustee will earn interest on balances, including disbursement balances and balances arising from purchase and sale transactions. Expenses for which TMI-2 Solutions may reimburse the Trustee also include taxes of any kind whatsoever that may be levied or assessed under existing or future laws of any jurisdiction upon or in respect of the Trust. The Trustee may take all action necessary to pay for, and settle, Authorized Transactions, including exercising the power to borrow or raise monies from the Trustee in its corporate capacity or an affiliate. To secure expenses and advances made to settle or pay for Authorized Transactions, including payment for securities and disbursements, TMI-2 Solutions grants to the Trustee a first priority security interest in the Trust, all Property therein, all income, substitutions and proceeds, whether now owned or hereafter acquired (the "Collateral"); provided that TMI-2 Solutions does not grant the Trustee a security interest in any securities issued by an affiliate of

the Trustee (as defined in Section 23A of the Federal Reserve Act). The parties intend that as the securities intermediary with respect to the Collateral, the Trustee's security interest shall automatically be perfected when it attaches. The Trustee shall be entitled to collect from the Trust sufficient cash for reimbursement and, if such cash is insufficient, dispose of the assets of the Trust to the extent necessary to obtain reimbursement. To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Trust reasonable charges established under the Trustee's standard overdraft terms, conditions and procedures.

3.3 *Transactions With Third Parties*. No person or organization dealing with the Trustee shall be required to inquire into or to investigate its authority for entering into any transaction or to see to the application of the proceeds of any such transaction.

3.4 *Financial Statements*. The Trustee shall furnish monthly audited statements for the Trust to TMI-2 Solutions not later than the 15th business day of the following month. The statements shall show the financial condition of the Trust, including, without limitation, the market value of the assets, and the income and expenses of the Trust for the period since the preceding statement. Any such statement may be approved by TMI-2 Solutions with respect to the Trust by written notice to the Trustee or by failure to object to such statement within 180 days after the date upon which such statement was delivered to TMI-2 Solutions. The approval of any such statement shall constitute a full and complete discharge of the Trustee as to all matters set forth in such statement; provided, however, that the foregoing shall not relieve or absolve the Trustee from any liability associated with a failure to perform its fiduciary responsibilities. The statements shall be audited upon direction of TMI-2 Solutions with respect to the Trust by independent certified public accountants, subject to the limitations contained in Section 4.8 hereof. In providing pricing or other Market Data in connection with the Trust Agreement, the Trustee is authorized to use Data Providers to provide such Market Data. The Trustee may follow Authorized Instructions in providing pricing or other Market Data, even if such instructions direct the Trustee to override its usual procedures and Market Data sources. The Trustee shall be entitled to rely without inquiry on all Market Data (and all Authorized Instructions related to Market Data) provided to it, and the Trustee shall not be liable for any Losses incurred as a result of errors or omissions with respect to any Market Data utilized by the Trustee or TMI-2 Solutions hereunder. TMI-2 Solutions acknowledges that certain pricing or valuation information may be based on calculated amounts rather than actual market transactions and may not reflect actual market values, and that the variance between such calculated amounts and actual market values may be material. Market Data may be the intellectual property of the Data Providers, which may impose additional terms and conditions upon TMI-2 Solutions's use of the Market Data. The additional terms and conditions can be found on the Data Terms Website.

3.5 *Tax Returns, Tax Information Returns and Other Reports*. The Trustee shall prepare or cause to be prepared such income or other tax returns for the Tax-Qualified Trust, and shall provide copies thereof to TMI-2 Solutions in advance of its filing for review. The Trustee shall provide to TMI-2 Solutions all statements, documents, lists, or other information related to

such tax returns and information returns reasonably requested by TMI-2 Solutions. The Trustee shall also sign all such income or other tax returns and information returns, and the Trustee shall file them or cause them to be filed with the appropriate government agencies. The Trustee shall cooperate with all requests made by regulatory agencies related to such tax returns and information returns and shall provide copies to TMI-2 Solutions in advance of all information related to such tax returns and information returns submitted by the Trustee to regulatory agencies (unless prohibited by the terms of such request). Notwithstanding the foregoing, no such notice shall be required in the case of disclosure by the Trustee to any of its regulators. With respect to the Tax-Qualified Trust, the Trustee, or the Investment Manager with respect to an "investment manager account" (as hereinafter defined) (and, in either case, not the Trust), shall also be liable for any tax imposed pursuant to Section 4951, as such section is made applicable to the Trust or the Trustee, and any applicable successor provision.

3.6 *Nominees; Depositories.* The Trustee may cause any investment, either in whole or in part, in the Trust to be registered in, or transferred into, the Trustee's name or the names of a nominee or nominees, including but not limited to that of the Trustee or an affiliate of the Trustee, a clearing corporation, or a depository, or in book entry form, or to retain any such investment unregistered or in a form permitting transfer by delivery, provided that the books and records of the Trustee shall at all times show that such investments are a part of the Trust; and to cause any such investment, or the evidence thereof, to be held by the Trustee, in a depository, in a clearing corporation, in book entry form, or by any subcustodian or other entity or in any other manner permitted by law; provided that the Trustee shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization.

3.7 *Future Orders.* TMI-2 Solutions shall promptly advise the Trustee in writing of the existence of any Future Orders having the effect of imposing new or different responsibilities upon the Trustee under the Trust Agreement.

3.8 *Appointment of Investment Manager.*

(a) TMI-2 Solutions shall have the right from time to time to appoint and remove one or more Investment Managers for their respective Trust held under the applicable Trust Agreement and to direct the segregation of any part or all of any such Trust into one or more accounts to be known as "***investment manager accounts***" and if TMI-2 Solutions does so, it shall appoint an individual, partnership, association, or corporation as Investment Manager to manage the portion of any Trust so segregated, *provided, however*, that TMI-2 Solutions, its affiliates, and its subsidiaries and persons representing them shall not provide day-to-day management direction of investments or direction on individual investments to either the Trustee or an investment manager. Written notice of any such appointment and/or removal shall be given to the Trustee and the Investment Manager so appointed. The appointment, after the date hereof, shall be accomplished using an investment manager agreement signed by TMI-2 Solutions and

the Investment Manager. The Trustee may assume that any investment manager account previously established and the prior appointment of any Investment Manager for that account continues in force until receipt of written notice to the contrary from TMI-2 Solutions. As long as the Investment Manager is acting, the Investment Manager shall have full authority to direct the acquisition, retention and disposition of the assets from time to time comprising the investment manager account being managed by the Investment Manager, in accordance with Sections 2.3(b), 4.2, 4.3, 4.4 and 4.5 hereof. Upon the segregation of the assets in accordance with TMI-2 Solutions instructions, the Trustee, as to those assets while so separated, shall be released and relieved of all investment duties, investment responsibilities and investment liabilities normally or statutorily incident to a trustee; *provided, however*, that the Trustee shall review the transactions in each investment manager account for the purpose of determining whether any assets acquired or any pending asset acquisitions (as to which the Trustee has been given information) are Prohibited Investments as provided in Section 4.3 hereof. In the event that the Trustee determines as a result of any such review that an investment is a Prohibited Investment as provided in Section 4.3, hereof, then it shall notify TMI-2 Solutions and the applicable Investment Manager within a reasonable period of time after such determination by telephone, with confirmation in writing. The Trustee shall retain all other fiduciary duties with respect to assets the investment of which is directed by investment managers.

(b) TMI-2 Solutions hereby agrees to indemnify the Trustee and hold it harmless from any liability or expense incurred without negligence, willful misconduct, recklessness or bad faith on the part of the Trustee, in connection with or arising out of: (i) any action taken or omitted or any investment or disbursement of any part of the investment manager account made by the Trustee at the direction of the Investment Manager, or (ii) any action taken by the Trustee pursuant to notification of an order issued by an Investment Manager to purchase or sell securities directly to a broker or dealer under a power of attorney.

(c) To the extent that TMI-2 Solutions notifies the Trustee with respect to the Trust that any Trust assets are currently not allocated to an investment manager account, to the extent agreed to by the Trustee in writing, the Trustee shall have investment responsibility for such assets until further notice from TMI-2 Solutions, and shall hold, invest and reinvest such assets subject to any investment guidelines issued to it by TMI-2 Solutions, and subject further to the provisions of Sections 4.2 and 4.3 hereof.

3.9 *Certain Duties and Responsibilities of the Trustee.*

(a) In the absence of bad faith on its part, the Trustee may conclusively rely upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Trust Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall have no duty to examine the same to determine whether they conform to the requirements

of the Trust Agreement unless the representative of the Trustee involved with the certificate in question has actual knowledge of the falsity of any statement made therein.

(b) In performing its duties under the Trust Agreement, the Trustee shall exercise the same care and diligence that it would devote to its own property in like circumstances. The duties of the Trustee shall only be those specifically undertaken pursuant to the Trust Agreement. The Trustee shall not be liable for any action taken by it in good faith and without negligence and believed by it to be authorized or within the rights or powers conferred upon it by the Trust Agreement and may consult with counsel of its own choice (including counsel for TMI-2 Solutions) and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and without negligence and in accordance with the opinion of such counsel. TMI-2 Solutions hereby agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on the part of the Trustee, arising out of or in connection with its entering into the Trust Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim of liability. Except as otherwise provided in the Trust Agreement, the Trustee shall be liable for the actions of its nominees and the agents it selects.

(c) The Trustee shall not be responsible or liable for any losses or damages suffered by the Trust arising as a result of the insolvency of any custodian, subtrustee or subcustodian, except to the extent the Trustee was negligent in its selection or continued retention of such entity. Under no circumstances shall the Trustee be liable for any indirect, consequential, or special damages with respect to its role as Trustee.

3.10 *Certain Rights of the Trustee.*

(a) TMI-2 Solutions shall notify the Trustee in writing of the identity of all Authorized Officers and the rights, powers and duties of each such person or entity. Any Investment Manager appointed pursuant to Section 3.8 of this Agreement shall notify the Trustee in writing of all persons or entities who are authorized to act on its behalf and the rights, powers and duties of each such person or entity. The Trustee shall be entitled to deal with any such person or entity identified by TMI-2 Solutions or by an Investment Manager ("Authorized Party" or "Authorized Parties") until notified otherwise in writing.

(b) "Authorized Instructions" shall mean (i) all directions to the Trustee from an Authorized Party pursuant to the terms of the Trust Agreement; (ii) all directions by or on behalf of TMI-2 Solutions to the Trustee in its corporate capacity (or any of its affiliates) with respect to contracts for foreign exchange; (iii) all directions by or on behalf of TMI-2 Solutions pursuant to an agreement with Trustee (or any of its affiliates) with respect to disbursement services or information or transactional services provided via a web site sponsored by the Trustee (or any of its affiliates) (e.g., the "Workbench web site") and (iv) all directions by or on behalf of TMI-2 Solutions pursuant to any other

agreement or procedure between the Trustee (or any of its affiliates) and TMI-2 Solutions, if such agreement or procedure specifically provides that authorized persons thereunder are deemed to be authorized to give instructions under the Trust Agreement. Authorized Instructions shall be in writing, transmitted by first class mail, overnight delivery, private courier, facsimile, or shall be an electronic transmission subject to the Trustee's policies and procedures, other institutional delivery systems or trade matching utilities as directed by an Authorized Party and supported by the Trustee, or other methods agreed upon in writing by TMI-2 Solutions and the Trustee. The Trustee may, in its discretion, accept oral directions and may require confirmation in writing. However, where the Trustee acts on an oral direction prior to receipt of a written confirmation, the Trustee shall not be liable if a subsequent written confirmation fails to conform to the oral direction.

(c) The Trustee shall be fully protected in acting in accordance with all instructions that the Trustee reasonably believes to be Authorized Instructions.

(d) "Authorized Transactions" shall mean any action or series of actions resulting from Authorized Instructions.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Trust Agreement at the request or direction of TMI-2 Solutions pursuant to the Trust Agreement, unless TMI-2 Solutions shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) Notwithstanding anything in the Trust Agreement to the contrary, the Trustee shall not be responsible or liable for its failure to perform under the Trust Agreement or for any losses to the Trust resulting from any event beyond the reasonable control of the Trustee, its agents or subcustodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trust's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event. This Section shall survive the termination of the Trust Agreement.

ARTICLE 4:
TRUSTEE'S POWERS

The Trustee shall have, with respect to the Trust held under the Trust Agreement, the following powers, all of which powers are fiduciary powers to be exercised in a fiduciary capacity and in the best interests of such Trust, and which are to be exercised as the Trustee,

acting in such fiduciary capacity, in its discretion, shall determine, except that the Trustee shall not act in its discretion but only at the direction of an appointed Investment Manager in the exercise of those powers given in Sections 4.2, 4.3, 4.4 and 4.5 hereof with respect to the acquisition, retention, and disposition of the assets of an investment manager account, which are intended in no way to limit the general powers of the office.

4.1 *Payment of or Provision for Expenses of Administration.* The Trustee shall have the power to incur, pay or make provision for any and all charges, taxes, and expenses upon or connected with the Trust held under the Trust Agreement in the discharge of its fiduciary obligations thereunder (and other incidental expenses of the Trust (including legal, accounting, actuarial and trustee expenses)), but to charge said amounts to such Trust only to the extent that such amounts are directed to be paid from such Trust by TMI-2 Solutions pursuant to Section 3.2 hereof or as may be incurred and paid from such Trust without causing the Trust to become disqualified under Section 468A.

4.2 *Investment of Trust Fund: Prudent Investor Standard.*

(a) Pending any other permissible use of any Trust held under the Trust Agreement, and subject to the limitations provided in Section 4.3 of the Trust Agreement, the Trustee shall have the power and authority to invest and reinvest all or any part of the assets of such Trust, including any undistributed income therefrom, in a manner consistent with the "prudent investor" standard as specified in 18 CFR § 35.32(a)(3) of the Federal Energy Regulatory Commission regulations and in such a way as to attempt to achieve reasonable after-tax returns thereon, considering the pattern of cash flow, decommissioning schedule and other such considerations made known to the Trustee by TMI-2 Solutions. Any investment advisor or other person directing such investments shall adhere to the "prudent investor" standard, as specified in 18 CFR § 35.32(a)(3).

(b) In the exercise of the power and authority set forth in Section 4.2(a) hereof, the Trustee has the following powers and authority:

(i) to purchase, receive or subscribe for any securities or other property and to retain in trust such securities or other property;

(ii) to sell, exchange, convey, transfer, lend, or otherwise dispose of any property held in the Trust and to make any sale by private contract or public auction; and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(iii) to vote in person or by proxy any stocks, bonds or other securities held in the Trust;

(iv) to exercise any rights appurtenant to any such stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities, or

to exercise rights or options to subscribe for or purchase additional stocks, bonds or other securities, and to make any and all necessary payments with respect to any such conversion or exercise, as well as to write options with respect to such stocks and to enter into any transactions in other forms of options with respect to any options which the Trust have outstanding at any time;

(v) to join in, dissent from or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties of which the Trust may hold stocks, bonds or other securities or in which it may be interested, upon such terms and conditions as deemed wise, to pay any expenses, assessments or subscriptions in connection therewith, and to accept any securities or property, whether or not trustees would be authorized to invest in such securities or property, which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger and thereafter to hold the same. To the extent that any securities that are accepted are attributable to an investment manager account, the provisions of Section 3.8(a) apply with respect to Trustee review for Prohibited Investments under Section 4.3 and notification of TMI-2 Solutions and the applicable Investment Manager;

(vi) to enter into any type of contract with any insurance company or companies, either for the purposes of investment or otherwise; provided that no insurance company dealing with the Trustee shall be considered to be a party to the Trust Agreement and shall only be bound by and held accountable to the extent of its contract with the Trustee. Except as otherwise provided by any contract, the insurance company need only look to the Trustee with regard to any instructions issued and shall make disbursements or payments to any person, including the Trustee, as shall be directed by the Trustee. Where applicable, the Trustee shall be the sole owner of any and all insurance policies or contracts issued. Such contracts or policies, unless otherwise determined, shall be held as an asset of the Trust for safekeeping or custodian purposes only;

(vii) to invest assets of the Trust in foreign and domestic futures contracts, options on futures contracts, options contracts, swaps, short sales and other derivative investments, and, in connection with such investments, to transfer assets of the Trust to brokers or other third parties as margin or collateral at the direction of the Investment Manager; *provided, however*, that the Investment Manager and Trustee shall have first entered into an appropriate account agreement with such broker or third party. Notwithstanding anything to the contrary contained in the Trust Agreement, the Trustee shall have no custodial responsibility for any assets so transferred;

(viii) to invest in any collective, common or pooled trust fund operated or maintained exclusively for the commingling and collective investment of monies or other assets including any such fund operated or maintained by the

Trustee or its affiliates. Notwithstanding the provisions of the Trust Agreement which place restrictions upon the actions of the Trustee or an Investment Manager, to the extent monies or other assets are utilized to acquire units of any collective trust, the terms of the collective trust indenture shall solely govern the investment duties, responsibilities and powers of the trustee of such collective trust and, to the extent required by law, such terms, responsibilities and powers shall be incorporated herein by reference and shall be part of the Trust Agreement. For purposes of valuation, the value of the interest maintained by the Fund in such collective trust shall be the fair market value of the collective fund units held, determined in accordance with generally recognized valuation procedures. TMI-2 Solutions expressly understands and agrees that any such collective fund may provide for the lending of its securities by the collective fund trustee and that such collective fund's trustee will receive compensation from such collective fund for the lending of securities that is separate from any compensation of the Trustee hereunder, or any compensation of the collective fund trustee for the management of such collective fund. The Trustee is authorized to invest in a collective fund which invests in The Bank of New York Mellon Corporation stock in accordance with the terms and conditions of the Department of Labor Prohibited Transaction Exemption 95-56 (the "Exemption") granted to the Trustee and its affiliates and to use a cross-trading program in accordance with the Exemption. TMI-2 Solutions acknowledges receipt of the notice entitled "Cross-Trading Information", a copy of which is attached to this Agreement as Exhibit C; and

(ix) to make foreign investments, including investments to be maintained abroad; *provided, however*, that such authority is limited to those foreign jurisdictions in which the Trustee has selected a foreign custodian in accordance with Section 4.6 hereof.

Notwithstanding anything else in the Trust Agreement to the contrary, including, without limitation, any specific or general power granted to the Trustee, including the power to invest in real property, no portion of the Fund shall be invested in real estate. For this purpose, "real estate" includes, but is not limited to, real property, leaseholds or mineral interests.

(c) TMI-2 Solutions recognizes that settlements of transactions may be effected in trading and processing practices customary in the jurisdiction or market where the transaction occurs. TMI-2 Solutions acknowledges that this may, in certain circumstances, require the delivery of cash or securities (or other property) without the concurrent receipt of securities (or other property) or cash and, in such circumstances, TMI-2 Solutions shall have sole responsibility for non-receipt of payment (or late payment) by the counterparty.

(d) All investments must be sufficiently liquid to enable the Trust to fulfill the purpose of the Trust Agreement and to satisfy obligations as they become due as communicated in writing to the Trustee. Nothing in this Section 4.2 shall be construed as requiring the Trustee to make any investigation as to when the Plant may be decommissioned or when obligations relating to such decommissioning may be expected to become due.

4.3 *Prohibited Investments*. The Trustee shall assure that the assets of the Trust are not invested or reinvested in the following Prohibited Investments:

(a) Any securities or other obligations of Energy*Solutions*, Inc. or affiliates thereof, or their successors or assigns; or

(b) Any securities or other obligations of any entity owning or operating one or more nuclear power plants; provided, however, that the foregoing restriction shall not prevent investments tied to market indices or other non-nuclear sector mutual funds; or

(c) Any investment which would contravene any Future Orders in effect at the time such investment or reinvestment is made and previously furnished to the Trustee with reference to the Trust; or

(d) Any investment not permitted under Section 468A of the Code;

provided, however, that the with respect to the securities and obligations prohibited under clauses (a) and (b), TMI-2 Solutions provides a list of such securities and obligations and their issuer code and/or CUSIPs.

4.4 *Management of Trust*

(a) The Trustee shall have the power to sell, exchange or otherwise dispose of all or any part of any Trust held hereunder, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as the Trustee shall determine; to modify, renew, or extend, bonds, notes, or other obligations or any installment of principal thereof or any interest due thereon and to waive any defaults in the performance of the terms and conditions thereof; and to execute and deliver any and all assignments, bonds, or other instruments in connection with these powers, at such times, in such manner and upon such terms and conditions as the Trustee may be deemed expedient. The Trustee's determinations of manner of sales, terms, prices and the exercise of other powers granted herein, if reasonably made, are not to be questioned.

(b) Notwithstanding anything contained in the Trust Agreement to the contrary, the Trustee may not authorize or carry out any sale, exchange, or other transaction between any Trust and the Trustee or any affiliate of the Trustee, or any "disqualified person" within the meaning of Section 4951, except the payment of compensation and expenses pursuant to Section 3.2 hereof, or unless such transaction is

not an act of "self-dealing" within the meaning of Treasury Regulation 1.468A-5(b). The Trustee shall not cause any Trust to engage in any act of self-dealing with TMI-2 Solutions or any affiliate of TMI-2 Solutions. TMI-2 Solutions agrees to furnish the Trustee with the identity of persons who are "disqualified persons" within the meaning of Section 4951 by reason of their affiliation with TMI-2 Solutions.

4.5 *Extension of Obligations and Negotiation of Claims*. Subject to the limitations contained in Sections 4.2, 4.3 and 4.4 hereof, the Trustee shall have the power to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any Trust, for as long a period or periods of time and on such terms as it shall determine; and, subject to the approval of TMI-2 Solutions (which shall not be unreasonably withheld or delayed), to adjust, settle, compromise, and arbitrate claims or demands in favor of or against any Trust, including claims for taxes, upon such terms as it deems advisable.

4.6 *Foreign Custodians*.

(a) The Trustee shall have the power to appoint foreign custodians as agent of the Trustee to custody foreign securities holdings of the Trust or any investment manager account. Custody of foreign investments shall be maintained with foreign custodians selected by the Trustee. In the case of an investment manager account, the Investment Manager shall have sole responsibility for the decision to maintain the custody of foreign investments in its investment manager account abroad, which decision shall be subject to the limitation contained in the foregoing second sentence of this Section 4.6(a). The Trustee shall have no responsibility for losses to the Trust resulting from the acts or omissions of any foreign custodian appointed by the Trustee unless due to the foreign custodian's fraud, negligence or willful misconduct.

(b) The Trustee shall have the power to utilize any tax reclaim procedures with respect to taxes withheld to which the Trust may be entitled under applicable tax laws, treaties and regulations; provided that any exercise of such power by the Trustee shall be on a reasonable efforts basis.

4.7 *Securities Lending*. Pursuant to a written agreement between the Trustee and TMI-2 Solutions, the Trustee shall have authority to lend the assets of the Trust.

4.8 *Retention and Removal of Professional Service Providers*. The Trustee shall have the power to employ attorneys, accountants, agents, and custodians as it shall deem advisable and to make such payments thereof as the Trustee shall deem reasonable for the implementation of the purpose of the Trust Agreement. The Trustee shall have the absolute right to dismiss any such agents for any reason whatsoever; *provided* that the Trustee's selection of an accounting firm shall be subject to the prior consent of TMI-2 Solutions, which consent shall not be unreasonably withheld.

4.9 *Delegation of Ministerial Powers*. The Trustee shall have the power to delegate to other persons such ministerial powers and duties as it may deem to be advisable.

4.10 *Discretion in Exercise of Powers*. The Trustee shall have the power to do any and all other acts which the Trustee shall deem proper to effectuate the powers specifically conferred upon it by the Trust Agreement; provided, however, that this Section 4.10 shall not authorize the Trustee to do any act or participate in any transaction which would (a) contravene any provision of the Trust Agreement; (b) violate the terms and conditions of, or cause any Trust held under the Trust Agreement not to satisfy Applicable Regulatory Requirements; or (c) disqualify any of the Tax-Qualified Trust as "nuclear decommissioning reserve funds" under Section 468A.

ARTICLE 5:
MISCELLANEOUS

5.1 *Headings*. The Section headings set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in the construction or interpretation of any of the provisions of this Agreement.

5.2 *Particular Words*. Any word contained in the text of this Agreement shall be read as the singular or plural as may be applicable in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, trust, company, or corporation.

5.3 *Severability of Provisions*. If any provision of this Agreement or its application to any person or entity in any circumstances shall be invalid and unenforceable, the application of such provision to persons and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

5.4 *Form and Content of Communications*. The names of Authorized Officers or other persons authorized to act on behalf of TMI-2 Solutions shall be certified to the Trustee by TMI-2 Solutions. Until notified in writing to the contrary, the Trustee shall have the right to assume that there has been no change in the identity or authority of any person previously certified to it hereunder.

5.5 *Delivery of Notices Under Agreement*. Any notice required by this Agreement to be given to TMI-2 Solutions or the Trustee shall be deemed to have been properly given when delivered in person or when mailed postage prepaid, by registered or certified mail. Notices to TMI-2 Solutions shall be addressed to:

TMI-2 SOLUTIONS, LLC
299 South Main Street
Suite 1700
Salt Lake City, UT 84111

Notices to the Trustee shall be addressed to:
Trust and Investment Department
Attn: Trust Administration

One Mellon Center
Room 151-1320
Pittsburgh, PA 15258-0001

5.6 *Successors and Assigns.* Subject to the provisions of Sections 1.6 and 3.1 of this Agreement, this Agreement shall be binding upon and inure to the benefit of TMI-2 Solutions, the Trustee, and their respective successors and assigns. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee is a party, or any corporation succeeding to the trust business of the Trustee, shall become the successor of the Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

5.7 *Counterparts of Agreement.* This Agreement has been executed in counterparts, each of which shall be deemed to be an executed original.

5.8 *Governing Jurisdiction.* The Trust created hereunder is a Pennsylvania trust. All questions pertaining to the validity, construction, and administration of the Tax-Qualified Trust shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

5.9 *Trust Fiscal Year.* The accounting and taxable year for the Trust shall be the taxable year of TMI-2 Solutions for federal income tax purposes. If the taxable year of TMI-2 Solutions shall change, TMI-2 Solutions shall notify the Trustee of such change and the accounting and taxable year of the Trust must change to the taxable year of TMI-2 Solutions.

5.10 *Representation.* Each party represents and warrants to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to bind that party to this Agreement. TMI-2 Solutions has received and read the "Customer Identification Program Notice", a copy of which is attached to this Agreement as Exhibit D.

[Signature Page to Follow]

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

TMI-2 SOLUTIONS, LLC

By:_____
Name:
Title:

THE BANK OF NEW YORK MELLON

By:_____
Name:
Title:

SCHEDULE A

The following is a list of nuclear power plants owned in whole or part by TMI-2 Solutions and trust funds covered by this Agreement:

Plant	Trust Fund
Three Mile Island Nuclear Generating Station, Unit 2	TMI-2 Tax-Qualified Trust

EXHIBIT A

DISBURSEMENT CERTIFICATE
Tax-Qualified Decommissioning Trust

The undersigned, being a duly Authorized Officer of TMI-2 Solutions, LLC, a Delaware limited liability company ("***TMI-2 Solutions***"), and, in such capacity, being duly authorized and empowered to execute and deliver this certificate, hereby certifies to the Trustee of the TMI-2 Tax-Qualified Trust (the "***Trust***"), pursuant to Section 2.2(a)(i) of the Tax-Qualified Nuclear Decommissioning Trust Agreement (the "***Trust Agreement***"), between TMI-2 Solutions and the Trustee, as follows:

(a) There is due and owing to each Payee identified on Exhibit 1 attached hereto ("***Payees***") [all/a portion of] the invoiced cost to TMI-2 Solutions for goods or services provided in connection with the Decommissioning and other work required to achieve Phase [1 / 2] End-State Conditions at the Three Mile Island Nuclear Generating Station, Unit 2 as evidenced by the Invoice Schedule (with supporting exhibits) attached as Exhibit 1 hereto;

(b) All such amounts due and owing to such Payees constitute Qualified Costs;

(c) All conditions precedent to the making of this disbursement set forth in any agreement between each such Payee and TMI-2 Solutions have been fulfilled;

(d) All conditions or requirements set forth in the Decommissioning Completion Agreement related to this disbursement have been fulfilled in all material respects;

(e) No Payee is a "disqualified person" within the meaning of Section 4951 or Section 468A by reason of an affiliation with TMI-2 Solutions or, if any are, then the payment constitutes compensation or payment or reimbursement of expenses which are reasonable and necessary to carry out the purpose of the Trust and the payment is not excessive;

(f) The payment of the amounts owing meets Applicable Regulatory Requirements, requirements of the Code, and all necessary consents and approvals for such payment have been obtained;

(g) Pursuant to Section 2.2(d)(ii) of the Trust Agreement, Exhibit 2 attached hereto sets forth as of the date of this Disbursement Certificate project costs and expenses incurred for each Major Budget Category in the Project Budget; and

(h) Pursuant to Section 2.2(d)(iii) of the Trust Agreement:

(____) Funds are to be disbursed from the Phase 1 Subaccount for Phase 1 activities; or

(____) Funds are to be disbursed from the Phase 1 Subaccount for Phase 2 activities prior to completion of the Phase 1 End-State Conditions, and sufficient funds will remain in the Phase 1 Subaccount following the disbursement of such Receivables to achieve the Phase 1 End-State Conditions in accordance with the quarterly reports provided to FirstEnergy pursuant to the Decommissioning Completion Agreement; or

(____) Funds are to be disbursed from the Phase 2 Subaccount, and the Phase 1 End-State Conditions have been completed; or

[

]

Accordingly, subject to the requirements of Section 2.2(d) of the Trust Agreement, you are directed to permit the disbursement of the amounts indicated on Exhibit 1 hereto from the Trust in order to permit payment of such sum(s) to be made to the aforementioned Payees for such purpose. You are further directed to disburse such sum(s), once withdrawn, directly to such Payees, in the manner indicated on Exhibit 1 hereto.

Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

CERTIFIED and sworn to this ____ day of _____, ____.

TMI SOLUTION, LLC

By: _____
Duly Authorized Officer

EXHIBIT B

REIMBURSEMENT CERTIFICATE
Tax-Qualified Decommissioning Trust

The undersigned, being a duly authorized officer of TMI-2 Solutions, LLC, a Delaware limited liability company ("***TMI-2 Solutions***"), and, in such capacity, being duly authorized and empowered to execute and deliver this certificate, hereby certifies to the Trustee of the TMI-2 Tax-Qualified Trust (the "***Trust***"), pursuant to Section 2.2(a)(ii) of the Tax-Qualified Nuclear Decommissioning Trust Agreement (the "***Trust Agreement***"), between TMI-2 Solutions and the Trustee, as follows:

(a) TMI-2 Solutions has paid, and is entitled to reimbursement for, amounts paid for goods or services provided in connection with the Decommissioning and other work required to achieve Phase [1 / 2] End-State Conditions at the Three Mile Island Nuclear Generating Station, Unit 2 as described in the schedule (with supporting exhibits) attached as Exhibit 1 hereto;

(b) All such amounts paid constitute Qualified Costs;

(c) No payee was a "disqualified person" within the meaning of Section 4951 or Section 468A by reason of an affiliation with TMI-2 Solutions or, if any were, then the payment constituted compensation or payment or reimbursement of expenses which were reasonable and necessary to carry out the purpose of the Trust and the payment was not excessive;

(d) All conditions or requirements set forth in the Decommissioning Completion Agreement related to this disbursement have been fulfilled in all material respects;

(e) The payment of the amounts met Applicable Regulatory Requirements, requirements of the Code, and all necessary consents and approvals for such payment had been obtained;

(f) Pursuant to Section 2.2(d)(ii) of the Trust Agreement, Exhibit 2 attached hereto sets forth as of the date of this Reimbursement Certificate project costs and expenses incurred for each Major Budget Category in the Project Budget; and

(g) Pursuant to Section 2.2(d)(iii) of the Trust Agreement:

(____) Funds are to be disbursed from the Phase 1 Subaccount for Phase 1 activities; or

(____) Funds are to be disbursed from the Phase 1 Subaccount for Phase 2 activities prior to completion of the Phase 1 End-State Conditions, and sufficient funds will remain in the Phase 1

Subaccount following the disbursement of such Receivables to achieve the Phase 1 End-State Conditions in accordance with the quarterly reports provided to FirstEnergy pursuant to the Decommissioning Completion Agreement; or

(____) Funds are to be disbursed from the Phase 2 Subaccount, and the Phase 1 End-State Conditions have been completed; or

[

]

Accordingly, subject to the requirements of Section 2.2(d) of the Trust Agreement, you are directed to permit the disbursement of the amounts indicated on Exhibit 1 hereto from the Trust in order to reimburse TMI-2 Solutions for such payments. You are further directed to disburse such sum(s), once withdrawn, directly to "TMI-2 Solutions, LLC."

Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

CERTIFIED and sworn to this ____ day of _____, ____.

TMI-2 SOLUTIONS, LLC

By: _____
Duly Authorized Officer

EXHIBIT C

CROSS-TRADING INFORMATION

As part of the Cross-Trading Program covered by the Department of Labor Prohibited Transaction Exemption ("PTE") 95-56 for Mellon Bank, N.A. and its affiliates ("Mellon"), Mellon is to provide to TMI-2 Solutions the following information:

I. The Existence of the Cross-Trading Program

Mellon has developed and intends to utilize, wherever practicable, a Cross-Trading Program for Indexed Accounts and Large Accounts as those terms are defined in PTE 95-56.

II. The "Triggering Events" Creating Cross-Trade Opportunities

In accordance with PTE 95-56, three "Triggering Events" may create opportunities for Cross-Trading transactions. They are generally the following (see PTE 95-56 for more information):

1. A change in the composition or weighting of the index by the independent organization creating and maintaining the index;

2. A change in the overall level of investment in an Indexed Account as a result of investments and withdrawals on the Indexed Account's opening date, where the Indexed Account is a bank collective fund, or on any relevant date for non-bank collective funds; provided, however, a change in an Indexed Account resulting from investments or withdrawals of assets of Mellon's own plans (other than Mellon's defined contributions plans under which participants may direct among various investment options, including Indexed Accounts) are excluded as a "Triggering Events"; or

3. A recorded declaration by Mellon that an accumulation of cash in an Indexed Account attributable to interest or dividends on, and/or tender offers for portfolio securities equal to not more than .5% of the Indexed Account's total value has occurred.

III. The Pricing Mechanism Utilized for Securities Purchased or Sold

Securities will be valued at the current market value for the securities on the date of the crossing transaction.

Equity Securities - the current market value for the equity security will be the closing price on the day of trading as determined by an independent pricing service; unless the security was added to or deleted from an index after the close of trading, in which case

the price will be the opening price for that security on the next business day after the announcement of the addition or deletion.

Debt Securities - the current market value of the debt security will be the price determined by Mellon as of the close of the day of trading according to the Securities and Exchange Commission's Rule 17a-7(b)(4) under the Investment Company Act of 1940. Debt securities that are not reported securities or traded on an exchange, will be valued based on an average of the highest current independent bids and the lowest current independent offers on the day of cross trading. Mellon will use reasonable inquiry to obtain such prices from at least three independent sources that are brokers or market makers. If there are fewer than three independent sources to price a certain debt security, the closing price quotations will be obtained from all available sources.

IV. The Allocation Method

Direct cross-trade opportunities will be allocated among potential buyers or sellers of debt or equity securities on a pro-rata basis. With respect to equity securities, please note Mellon imposes a trivial dollar amount constraint to reduce excessive custody ticket charges to participating accounts.

V. Other Procedures Implemented by Mellon for its Cross-Trading Practices

Mellon has developed certain internal operational procedures for cross-trading debt and equity securities. These procedures are available upon request.

EXHIBIT D

CUSTOMER IDENTIFICATION PROGRAM NOTICE

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, all financial institutions are required by law to obtain, verify and record information that identifies each individual or entity that opens an account.

What this means for you: When you open an account, we will ask you for your name, address, taxpayer or other government identification number and other information, such as date of birth for individuals, that will allow us to identify you. We may also ask to see identification documents such as a driver's license, passport or documents showing existence of the entity.

ENCLOSURE 4B

ADDITIONAL FINANCIAL ASSURANCE & PERFORMANCE INSTRUMENTS

(NON-PROPRIETARY)

Additional Financial Assurance & Performance Instruments

Summary Description

TMI-2 Solutions will have access to the resources of four different financial instruments for the purposes of completing Decommissioning. These instruments provide additional financial assurance for Decommissioning of TMI-2, beyond the assets of the TMI-2 NDT: (i) a Back-Up & Provisional Nuclear Decommissioning Trust, segmented into a Back-Up Trust Account and a Provisional Trust Account; (ii) an Irrevocable Letter of Credit; (iii) an Irrevocable Disposal Capacity Easement; and (iv) a Financial Support Agreement.

- **Back-Up & Provisional Nuclear Decommissioning Trust:** Upon Closing, TMI-2 Solutions will establish a Back-Up & Provisional Nuclear Decommissioning Trust with the Bank of New York Mellon as trustee, pursuant to the terms of a Back-Up & Provisional Nuclear Decommissioning Trust Agreement. The assets in this trust will be available for TMI-2 Decommissioning expenses.

  This trust will contain a Provisional Trust Account. Within [ ] of Closing, the Provisional Trust Account will be funded to an amount no less than [ ]. [ ] as provided in the Project Schedule within Enclosure 7, the Provisional Trust Account will be funded to an amount no less than [ ].

  This trust will also contain a Back-Up Trust Account. This account will be the depository of the benefits of certain financial instruments discussed below, in particular the Irrevocable Letter of Credit and Irrevocable Disposal Capacity Easement.

- **Irrevocable Letter of Credit:** At least five days prior to the [ ], as provided for in the Project Schedule, TMI-2 Solutions shall procure an irrevocable letter of credit from a reputable financial institution for an amount equal to [ ]. The beneficiary of the letter of credit will be Back-Up Trust Account established pursuant to the Back-Up & Provisional Trust Agreement.

  [

  ]

- **Irrevocable Disposal Capacity Easement:** Upon Closing, Energy*Solutions* shall also make available an Irrevocable Disposal Capacity Easement. This easement provides for

disposal rights for low-level radioactive waste recovered from TMI-2 that is acceptable at Energy*Solutions'* Clive, Utah low-level radioactive waste disposal facility.

This easement, paired with the current capacity at Clive, is anticipated to be sufficient to dispose of all of the Class A low level radioactive waste to be shipped from the TMI-2 site. [ ] For the purposes of certain financial assurance calculations, the Irrevocable Disposal Capacity Easement has been assigned a value of [

].

- **Financial Support Agreement:** Upon Closing, Energy*Solutions* will implement a Financial Support Agreement, the form of which is provided in this Enclosure, to the benefit of TMI-2 Solutions for the purpose of assuring Decommissioning completion. The value of the Financial Support Agreement will be equal to [

].

Per its terms, the Financial Support Agreement will terminate upon the completion of Decommissioning, or upon completion of (i) milestones analogous to the completion of Phase 1 of TMI-2 Decommissioning and (ii) NRC agreement that the that the Financial Support Agreement is not necessary for Decommissioning funding assurance.

In addition, at Closing, Energy*Solutions* will provide a parent guarantee in favor of the FirstEnergy Companies, the form of which is provided in this Enclosure. The parent guarantee will guarantee the payment and performance of the obligations of TMI-2 Solutions as to the TMI-2 Decommissioning. This guarantee makes available to TMI-2 Solutions the resources of Energy*Solutions* to help ensure the successful Decommissioning of TMI-2.

FORM OF FINANCIAL SUPPORT AGREEMENT

FINANCIAL SUPPORT AGREEMENT BETWEEN

ENERGY*SOLUTIONS*, INC. AND

TMI-2 SOLUTIONS, LLC

THIS FINANCIAL SUPPORT AGREEMENT (this "Agreement"), dated as of [●], 20[●], is made by and between Energy*Solutions*, Inc., a Delaware corporation ("Parent"), and TMI-2 Solutions, LLC, a Delaware limited liability company (the "Subsidiary").

WITNESSETH:

WHEREAS, Parent is the indirect owner of 100% of the outstanding interests in the Subsidiary;

WHEREAS, the Subsidiary owns the Three Mile Island Nuclear Station Unit No. 2 ("TMI-2") located in Middletown, Pennsylvania and certain other assets associated therewith and ancillary thereto, and is holder of U.S. Nuclear Regulatory Commission ("NRC") Facility Possession Only License No. DPR-73, and on the basis of which is authorized to own, possess maintain and decommission the TMI-2 facilities and nuclear material (the "NRC License"); and

WHEREAS, Parent and the Subsidiary desire to take certain actions to assure the Subsidiary's ability to pay the expenses of maintaining and decommissioning TMI-2 safely and protecting the public health and safety and to meet NRC and relevant state requirements (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 Subsidiary, Parent shall provide or cause to be provided to the Subsidiary such funds as the Subsidiary 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 a value equal to [

]

2. *No Guarantee to Third Parties.* Without limiting the obligation set forth in paragraph 1, this 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 Subsidiary. This Agreement may, however, be relied upon by the NRC as a parental guarantee in determining the financial qualifications of the Subsidiary to hold the NRC License, including funding the costs associated with the spent fuel management program.

3. *Waivers.* Parent hereby waives any failure or delay on the part of the Subsidiary 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:

    1. at such time as all of the following have been completed:

        i. the complete dismantlement and removal of buildings and facilities that compose TMI-2;

        ii. the removal, packaging and storing of all GTCC Waste that was located at the TMI-2 Site; and

        iii. the NRC has approved an amendment to the NRC License such that the TMI-2 Site is defined as only the area around the independent spent fuel storage installation and the NRC permits the unrestricted use, as specified in 10 CFR § 20.1402, of the portions of the TMI-2 Site other than the area around the independent spent fuel storage installation;

        or

    2. at such time as all of the following have been achieved:

        i. clean out of the reactor pressure vessel;

        ii. the remediation of the reactor building basement source term such that radiation levels in that area are below those that would require designation of the TMI-2 reactor building basement or any part thereof as a locked high radiation area, as that term is defined under the NRC License technical specifications and applicable NRC regulations;

iii. the removal of Phase 1 Debris Material from TMI-2 and the TMI-2 Site and (A) transfer of such material to the custody of the U.S. Department of Energy or (B) transfer to and storage of such material on an independent spent fuel storage installation facility or other storage facility approved by the NRC to store such material, *except* for any GTCC Waste that, due to reasons of accessibility or personnel safety is not discovered or identified as such, or is not able to be removed using Good Industry Practices until the stages of TMI-2 Decommissioning involving dismantlement and removal of buildings from the TMI-2 Site to levels permitting termination of the NRC License;

iv. the overall radiological source term for the TMI-2 Site has been reduced to levels that are generally consistent with a nuclear plant toward the end of its operational life that has not experienced a core-damage accident, excluding its Spent Nuclear Fuel; and

v. the NRC no longer requires Subsidiary to maintain this Agreement;

or

3. at such time as Parent or any affiliate is no longer the direct or indirect owner of TMI-2, *provided, however*, that, termination of this Agreement pursuant to this sub-paragraph shall not be effective until such time as the entity replacing Parent or its affiliate as the direct or indirect owner of TMI-2 has entered into an agreement in the form of this Agreement except for conforming changes as to entity names and dates.

For purposes of this Section 4, capitalized terms used and not defined in this Agreement shall have the meanings set forth in Attachment 1 to this Agreement.

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 paragraphs 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. *Subsidiary Covenants.* Except as provided in Paragraph 4, the Subsidiary shall take no action to: (a) cause Parent, or its successors and assigns, to void, cancel, or otherwise modify its financial support commitments hereunder in the amounts

applicable under paragraph 1 above; (b) cause Parent to fail to perform its commitments hereunder; or (c) impair Parent's performance hereunder, or remove or interfere with the Subsidiary's ability to draw upon the Parent's commitment, in each case, without the prior written consent of the NRC's Director of the Office of Nuclear Materials Safety and Safeguards. Further, the Subsidiary shall inform the NRC in writing any time that it draws upon the commitment provided by Parent in this Agreement.

[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.

Energy*Solutions*, Inc.

By: _____

Name: _____

Title: _____

TMI-2 Solutions, LLC

By: _____

Name: _____

Title: _____

ATTACHMENT 1
TO FORM OF FINANCIAL SUPPORT AGREEMENT

DEFINITIONS

"Atomic Energy Act" means the Atomic Energy Act of 1954, as amended, 42 U.S.C. §§ 2011 *et seq.*

"Byproduct Material" means any radioactive material (except Special Nuclear Material) yielded in, or made radioactive by, exposure to the radiation incident to the process of producing or utilizing Special Nuclear Material.

"Decommissioning" means (i) the retirement, dismantlement and removal of TMI-2, decontamination of TMI-2 and the TMI-2 Site in compliance with all applicable Nuclear Laws and Environmental Laws (including the applicable requirements of the Atomic Energy Act and the NRC's rules, regulations, orders and pronouncements thereunder), and the reduction or removal of radioactivity at the TMI-2 Site or around the TMI-2 Site but excluding TMI-1 to a level that permits the release of all of the TMI-2 Site for unrestricted use, as defined in 10 CFR 20.1402; (ii) restoration of the TMI-2 Site in accordance with applicable Laws; and (iii) any planning and administrative activities incidental thereto.

"Energy Reorganization Act" means the Energy Reorganization Act of 1974, as amended, 42 U.S.C. §§ 5801 *et seq.*

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

"Environmental Laws" means all Laws regarding pollution or protection of the Environment or human health (as it relates to exposure to Hazardous Substances), the conservation and management of natural resources and wildlife, including Laws relating to the manufacture, processing, distribution, use, generation, treatment, storage, Release, transport, disposal or handling of Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; the Emergency Planning & Community Right-to-Know Act , 42 U.S.C. §§ 11001 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 *et seq.*; the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the National Environmental Policy Act, 40 U.S.C. §§ 4321 *et seq.*; and any state or local Laws analogous to the foregoing; but not including Nuclear Laws.

"Environmental Permit" means any federal, state or local permits, licenses, approvals, consents, registrations or authorizations required by any Governmental Authority with respect to TMI-2 or

the TMI-2 Site under or in connection with any Environmental Law, including any and all orders, consent orders or binding agreements issued or entered into by a Governmental Authority under any applicable Environmental Law, but excluding the NRC License.

"Good Industry Practices" means any of the practices, methods and activities generally accepted by a significant portion of the commercial nuclear industry in the United States of America as good practices, and consistent with current practice at TMI-2 as of the date hereof, or any of the practices, methods or activities which, in the exercise of reasonable judgment by a prudent Person that owns or possesses non-operating nuclear generating facilities, as applicable, in light of the facts known at the time the decision was made, would reasonably have been expected to accomplish the desired result at a reasonable cost in a manner consistent with good business practices, reliability, safety, expedition and applicable Laws including Nuclear Laws and Environmental Laws. Good Industry Practices are not intended to be limited to the optimal practices, methods or acts to the exclusion of all others, but rather to be practices, methods or acts generally accepted in the commercial nuclear industry in the United States of America when decommissioning a nuclear generating facility.

"Governmental Authority" means any federal, state, local, provincial, foreign, international or other governmental, regulatory or administrative agency, legislature, bureau, branch, taxing authority, commission, department, board, or other governmental subdivision, court, tribunal, magistrate, justice, arbitrating body, quasi-governmental authority or other governmental authority.

"GTCC Waste" means radioactive waste that is defined as Greater Than Class C waste under NRC regulations.

"Hazardous Substances" means: (i) any petroleum, asbestos, asbestos-containing material, and urea formaldehyde foam insulation and transformers or other equipment that contains polychlorinated biphenyls; (ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "solid wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," "toxic pollutants," "hazardous air pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law; and (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law; excluding any Nuclear Material.

"Health and Safety Laws" means any Laws pertaining to safety and health in the workplace, including the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*

"Laws" means all laws, rules, rulings, regulations, directives, standards, codes, statutes, ordinances, permits or licenses and permit or license conditions, judgments, orders, judicial decrees, injunctions, treaties, and administrative orders of any Governmental Authority, including administrative and judicial interpretations thereof, including Environmental Laws,

Health and Safety Laws, Nuclear Laws, privacy and consumer protection laws, tax laws and applicable tax treaties, building, and labor and employment laws

"Low Level Waste" means radioactive waste (i) not classified as Spent Nuclear Fuel, high level waste, transuranic waste, or byproduct material as defined in Section 11e.(2) of the Atomic Energy Act (42 U.S.C. § 2014(e)(2)); and (ii) the NRC, consistent with then-current Law and clause (i) above, classifies as low-level radioactive waste.

"Nuclear Laws" means all Laws, other than Environmental Laws, relating to the regulation of nuclear power plants, Source Material, Byproduct Material and Special Nuclear Materials; the regulation of Low Level Waste, Phase 1 Debris Material and Spent Nuclear Fuel; the transportation and storage of Nuclear Materials; the regulation of Safeguards Information; the regulation of Nuclear Fuel; the enrichment of uranium; the disposal and storage of Spent Nuclear Fuel and Phase 1 Debris Material; contracts for and payments into the Nuclear Waste Fund; and the antitrust Laws and the Federal Trade Commission Act, as applicable to specified activities or proposed activities of certain licensees of commercial nuclear reactors. Nuclear Laws include the Atomic Energy Act of 1954; the Price-Anderson Act; the Energy Reorganization Act of 1974; Convention on the Physical Protection of Nuclear Material Implementation Act of 1982, Public Law 97-351; 96 Stat. 1663; the Foreign Assistance Act of 1961, 22 U.S.C. §§ 2429 *et seq.*; the Nuclear Non-Proliferation Act of 1978, 22 U.S.C. § 3201; the Low-Level Radioactive Waste Policy Act, 42 U.S.C. §§ 2021b *et seq.*; the Nuclear Waste Policy Act; the Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. §§ 2021d, 471; the Energy Policy Act of 1992, 4 U.S.C. §§ 13201 *et seq.*; the provisions of 10 CFR § 73.21; the regulations in 10 CFR Part 810 administered by the United States Department of Energy; and any state or local Laws, other than Environmental Laws, analogous to the foregoing.

"Nuclear Material" means Source Material, Byproduct Material, Special Nuclear Material, Low Level Waste, Phase 1 Debris Material and Spent Nuclear Fuel.

"Nuclear Waste Fund" means the fund established by Section 302(c) of the Nuclear Waste Policy Act in which the Spent Nuclear Fuel Fees to be used for the design, construction and operation of a high level waste repository and other activities related to the storage and disposal of Spent Nuclear Fuel, high level waste and GTCC Waste are deposited.

"Nuclear Waste Policy Act" means the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. §§ 10101 *et seq.*

"Person" means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, association, or Governmental Authority.

"Phase 1 Debris Material" means any material recovered or classified as damaged core material, high level waste or GTCC Waste, in whatever form or condition, that exists at the TMI-2 Site.

"Price-Anderson Act" means Section 170 of the Atomic Energy Act and related provisions of Section 11 of the Atomic Energy Act.

"Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping or disposing of a Hazardous Substance into the Environment or within any building, structure, facility or fixture; provided, however, that "Release" shall not include any release to the extent permissible under applicable Environmental Permits or NRC License.

"Safeguards Information" means information that is required to be protected under the terms of 10 C.F.R. §73.21.

"Source Material" means: (a) uranium or thorium or any combination thereof, in any physical or chemical form, or (b) ores which contain by weight one-twentieth of one percent (0.05%) or more of (i) uranium, (ii) thorium, or (iii) any combination thereof. Source Material does not include Special Nuclear Material.

"Special Nuclear Material" means (a) plutonium, uranium-233, uranium enriched in the isotope-233 or in the isotope-235, and any other material that the NRC determines to be "Special Nuclear Material;" and (b) any material artificially enriched by any of the materials or isotopes described in clause (a). Special Nuclear Material includes the Spent Nuclear Fuel; provided, however, that Special Nuclear Material does not include Source Material.

"Spent Nuclear Fuel" means any nuclear fuel and related components that have been permanently withdrawn from the TMI-2 nuclear reactor following irradiation.

"TMI-2 Site" means all of the real property subject to the NRC License for TMI-2 and the real property and the facilities located thereon.

FORM OF PARENT GUARANTEE

PARENT GUARANTEE

This Parent Guarantee (this "Guarantee") is made and given as of the [____] day of [_____], [___], by Energy*Solutions*, Inc., a Delaware corporation ("Guarantor"), in favor of GPU Nuclear, Inc., a New Jersey corporation ("GPUN"), Metropolitan Edison Company, a Pennsylvania corporation ("MetEd"), Jersey Central Power & Light Company, a New Jersey corporation ("JCP&L"), and Pennsylvania Electric Company, a Pennsylvania corporation ("Penelec", and collectively with GPUN, MetEd and JCP&L, "Beneficiary").

RECITALS

WHEREAS, Beneficiary and TMI-2 Solutions, LLC, a Delaware limited liability company and an indirect wholly-owned subsidiary of Guarantor ("Buyer"), are parties to that certain Asset Purchase and Sale Agreement, dated as of [•], 2019 (the "Purchase Agreement"), pursuant to which, as of the date hereof, Buyer acquired certain assets and associated liabilities that were part of or were associated with TMI-2 and the TMI-2 Site;

WHEREAS, in accordance with the Purchase Agreement, Buyer and Beneficiary have entered into or are, as of the date hereof, entering into, the Ancillary Agreements, including that certain Decommissioning Completion Agreement, dated as of [•] (the "Decommissioning Agreement"), pursuant to which Buyer agreed, subject to the terms and conditions of the Decommissioning Agreement, to decommission, demolish and dismantle existing structures and facilities constituting TMI-2 and the TMI-2 Site and perform waste disposal to achieve the Phase 1 End-State Conditions and the Phase 2 End State Conditions, and the parties hereto have undertaken certain duties, responsibilities and obligations as set forth in the Decommissioning Agreement;

WHEREAS, Guarantor has agreed to guarantee the obligations of Buyer under the Purchase Agreement, the Decommissioning Agreement and the other Ancillary Agreements (collectively, the "Transaction Documents");

WHEREAS, Guarantor has executed and delivered this Guarantee as an inducement for Beneficiary to enter into and consummate the transactions contemplated by the Transaction Documents, and it is a material condition to the obligations of Beneficiary to consummate the transactions contemplated by the Transaction Documents that this Guarantee be in full force and effect; and

WHEREAS, Guarantor will benefit from the transactions contemplated by the Transaction Documents.

NOW, THEREFORE, Guarantor agrees as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Decommissioning Agreement.

2. Guarantee. As an inducement to Beneficiary, for and in consideration of Beneficiary entering into the Transaction Documents, Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to Beneficiary and its successors, endorsees and permitted assigns, as primary obligor and not merely as a surety, the full and prompt payment and performance, when due, by Buyer of all of its present and future obligations that are required to be paid or performed in accordance with the Transaction Documents (collectively, the "Guaranteed Obligations"). The Guaranteed Obligations shall include, without limitation, all reasonable costs and expenses (including reasonable attorneys' fees and disbursements), if any, incurred in enforcing Beneficiary's rights under this Guarantee, but only to the extent that Beneficiary is successful in enforcing its legal rights under this Guarantee. This is a Guarantee of payment and performance and not of collection. If the Guaranteed Obligations relate to an obligation of Buyer that arises under the Decommissioning Agreement, then the Guarantor shall pay such amount, or shall cause the payment of such amount to be made, into either the Back-up Trust Account or the Provisional Trust Account, as applicable, in accordance with the provisions of the Decommissioning Agreement. If Buyer's failure to perform occurs under any of the Transaction Documents other than the Decommissioning Agreement, then payment or performance shall be to the other parties under the relevant Transaction Documents.

3. Demands and Performance. If Buyer fails to perform any of the Guaranteed Obligations, Beneficiary may present a written demand to Guarantor calling for Guarantor's payment or performance of such Guaranteed Obligations pursuant to this Guarantee (a "Performance Demand"). The Performance Demand shall be delivered to Guarantor in accordance with Section 14, and shall include a description of the nature and the amount of the Guaranteed Obligations of Buyer that Beneficiary claims have not been performed.

   3.1. Within five (5) Business Days after delivery of a Performance Demand, Guarantor shall commence performance of such Guaranteed Obligation(s) specified in the applicable Performance Demand, including, if applicable to such Guaranteed Obligations, at Guarantor's option, payment or performance or causing payment or performance of the monetary or other obligations of Buyer then overdue.

   3.2. After issuing a Performance Demand in accordance with the requirements specified in Section 1.3, Beneficiary shall not be required to issue any further notices or make any further demands with respect to such Guaranteed Obligation(s) specified in that Performance Demand.

4. Guarantee Absolute. The liability of Guarantor under this Guarantee shall be absolute, unconditional and irrevocable, and nothing whatever except actual full payment and performance of the Guaranteed Obligations (and all other debts,

obligations and liabilities of Guarantor under this Guarantee) shall operate to discharge Guarantor's liability hereunder. Without limiting the generality of the foregoing, Guarantor's liability hereunder shall not be discharged, released or affected, in whole or in part, by:

4.1. The occurrence or continuance of any event of bankruptcy, reorganization or insolvency with respect to Buyer or Guarantor, or any disallowance of all or any portion of any claim by Beneficiary, its successors or assigns in connection with any such proceeding or in the event that all or any part of any payment is recovered from Beneficiary as a preference payment or fraudulent transfer under the United States Bankruptcy Code or any applicable law, or the dissolution, liquidation or winding up of Guarantor or Buyer;

4.2. Any amendment, supplement, reformation, waiver or other modification of the Decommissioning Agreement;

4.3. The exercise, non-exercise or delay in exercising, by Beneficiary or any other Person, of any right under this Guarantee or any Transaction Document;

4.4. Any extension, renewal, settlement, compromise or waiver concerning the Guaranteed Obligations or any change in time, manner or place of payment of, or in any other terms of, all or any of the Guaranteed Obligations or any other amendment or waiver of, or any consent to depart from, any Transaction Document; provided, however, that Guarantor's obligations with respect to the Guaranteed Obligations shall be credited to the extent that any such settlement or compromise reduces the Guaranteed Obligations;

4.5. Any assignment or other transfer of rights under this Guarantee by Beneficiary, or any permitted assignment or other transfer of any Transaction Document, including any assignment as security for financing purposes;

4.6. Any merger or consolidation into or with any other entity of, or other change in the corporate existence or cessation of existence of, Buyer or Guarantor;

4.7. Any change in ownership or control of Guarantor or Buyer;

4.8. Any sale, transfer or other disposition by Guarantor of any direct or indirect interest it may have in Buyer;

4.9. The inaccuracy or breach, or alleged inaccuracy or breach, of any of the representations and warranties of Buyer or Beneficiary under any Transaction Document;

4.10. The failure to create, preserve, validate, perfect or protect any security interest, collateral or other guarantee granted to, or in favor of, any Person;

4.11. The existence of, or any substitution, modification, exchange, release, settlement or compromise of, any security or collateral for or guarantee of any of the Guaranteed Obligations or failure to apply such security or collateral or failure to enforce such guarantee;

4.12. The existence of any claim, set-off, or other rights that Guarantor or any Affiliate thereof may have at any time against Beneficiary, any Affiliate thereof or any other Person;

4.13. The genuineness, validity, regularity, or enforceability, in whole or in part, of this Guarantee, any Transaction Document, or any other agreement, document or instrument related to the transactions contemplated hereby or thereby or the absence of any action to enforce the same, or any provision of law purporting to prohibit payment or performance by Buyer of the Guaranteed Obligations;

4.14. The absence of any notice to, or knowledge by, Guarantor of the existence or occurrence of any of the matters or events set forth in the foregoing clauses; and

4.15. Except as provided herein, any other circumstances that might otherwise constitute a defense to, or discharge of, Guarantor or Buyer in respect of the Guaranteed Obligations or a legal or equitable discharge of Buyer in respect thereof, including a discharge as a result of any bankruptcy or similar law.

5. Waiver. In addition to waiving any defenses to which Section 4.1 through Section 4.15 hereof may refer:

5.1. Guarantor hereby irrevocably, unconditionally and expressly waives, and agrees that it shall not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshaling of assets or redemption laws, or exemption, whether now or at any time hereafter in force, that may delay, prevent or otherwise affect the performance by Guarantor of its obligations under, or the enforcement by Beneficiary of, this Guarantee, including, without limitation, any change in the existence, structure or

ownership of Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any or all of the Guarantor or Buyer or their respective assets;

5.2. Guarantor hereby irrevocably, unconditionally and expressly waives all notices, diligence, presentment and demand of every kind (whether for nonperformance, nonpayment or protest or of acceptance, maturity, extension of time, change in nature or form of the Guaranteed Obligations, acceptance of security, release of security, composition or agreement arrived at as to the amount of, or the terms of, the Guaranteed Obligations, notice of adverse change in Buyer's financial condition, or any other fact that might materially increase the risk to Guarantor hereunder) with respect to the Guaranteed Obligations that are not specifically required to be given by Beneficiary to Guarantor in the Transaction Documents, and any other demands whatsoever that are not specifically required to be given by Beneficiary to Guarantor in the Transaction Documents, and waives the benefit of all provisions of law that are in conflict with the terms of this Guarantee; provided, however, Beneficiary agrees that all demands under this Guarantee shall be in writing and shall specify in what manner and what amount Buyer has failed to pay or perform and an explanation of why such payment is due, with a specific statement that Beneficiary is calling upon Guarantor to pay or perform under this Guarantee. Any payment demand shall also include the bank account and wire transfer information to which the funds should be wire transferred;

5.3. Guarantor hereby irrevocably, unconditionally and expressly waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and the delivery, acceptance, performance, default or enforcement of this Guarantee and any requirement that Beneficiary protect, secure or perfect any security interest or exhaust any right or first proceed against Buyer or any other Person or any other security or guarantee;

5.4. Guarantor irrevocably, unconditionally and expressly waives (i) any right it may have to bring a case or proceeding against Buyer by reason of Guarantor's performance under this Guarantee or with respect to any other obligation of Buyer to Guarantor, under any state or federal bankruptcy, insolvency, reorganization, moratorium or similar laws for the relief of debtors or otherwise; (ii) any subrogation to the rights of Beneficiary against Buyer and any other claim against Buyer that arises as a result of payments made by Guarantor pursuant to this Guarantee, until the Guaranteed Obligations have been paid and performed in full and such payments are not subject to any right of recovery; (iii) any setoffs or counterclaims against Beneficiary, Buyer or any other Person

that would otherwise impair Beneficiary's rights against Guarantor hereunder; and (iv) any right of reimbursement or contribution from Buyer. If any amount shall be paid to Guarantor on account of such subrogation rights at any time prior to when the Guaranteed Obligations have been paid and performed in full, such amount shall be held in trust for the benefit of Beneficiary and shall forthwith be paid to Beneficiary to be applied to the Guaranteed Obligations; and

5.5. Notwithstanding anything to the contrary contained herein, Guarantor shall not waive and shall be entitled to assert defenses based on or arising out of any defense of Buyer based upon (i) the termination of any Transaction Document to which any Beneficiary is a party at a time when Buyer is not in breach of the applicable Transaction Document, other than defenses arising out of the insolvency, bankruptcy, reorganization or other similar proceedings affecting any or all of Buyer or its assets; or (ii) a breach by Beneficiary under any Transaction Document to which any Beneficiary is a party that has not been cured.

6. Representations and Warranties. Guarantor hereby represents and warrants as follows:

6.1. Guarantor is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. Guarantor has all requisite corporate power and authority to carry on its business as it is now being conducted. Guarantor has heretofore delivered or made available to Beneficiary complete and correct copies of Guarantor's Certificate of Incorporation and Bylaws as currently in effect.

6.2. Guarantor has full corporate power and authority to execute and deliver this Guarantee and to consummate the transactions contemplated hereby. The execution and delivery of this Guarantee and the consummation of the transactions contemplated hereby will have been duly and validly authorized by all necessary corporate action required on the part of Guarantor and no other corporate proceeding on the part of Guarantor is necessary to authorize this Guarantee or to consummate the transactions contemplated hereby. This Guarantee has been duly and validly executed and delivered by Guarantor as of the date set forth above and constitutes a legal, valid and binding agreement of Guarantor, enforceable against Guarantor in accordance with its terms.

6.3. The execution and delivery by Guarantor of this Guarantee and the consummation of the transactions contemplated hereby will not (i) conflict with or result in any breach of any provision of the Certificate of Incorporation or Bylaws of Guarantor; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of

the terms, conditions or provisions of any contract to which Guarantor is a party or by which any of its assets may be bound; or (iii) violate any laws applicable to Guarantor.

6.4. No material declaration, filing or registration with, or notice to, or authorization, consent or approval of any governmental authority or third party is necessary for the execution of this Guarantee and the consummation by Guarantor of the transactions contemplated by this Guarantee.

6.5. There are no claims, actions, litigations, judgments, proceedings or investigations pending or, to the knowledge of Guarantor, threatened against Guarantor before any court, arbitrator, mediator or governmental authority which, individually or in the aggregate, could reasonably be expected to (i) prohibit or restrain the performance by Guarantor of this Guarantee or the consummation of the transactions contemplated hereby or thereby or (ii) result in a material claim against Guarantor for damages as a result of Guarantor entering into this Guarantee, or of the consummation of the transactions contemplated hereby or thereby. Guarantor is not subject to any outstanding judgment, rule, order, writ, injunction or decree of any court, arbitrator or governmental authority which would reasonably be expected to have a material adverse effect on Guarantor.

6.6. Guarantor's obligations under this Guarantee are not subject to any offsets or claims of any kind against Buyer, Beneficiary or any of their respective Affiliates.

6.7. It is not and shall not be necessary for Beneficiary to inquire into the powers of Buyer or the officers, directors, partners, trustees or agents acting or purporting to act on Buyer's behalf pursuant to the Decommissioning Agreement, and any Guaranteed Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder to the extent made or created in accordance with the terms of the Decommissioning Agreement.

7. Covenants. So long as this Guarantee is in effect, Guarantor shall: (a) preserve, renew and keep in full force and effect its corporate existence, and shall not amend, revise, or modify its organizational documents in a way that would reasonably be expected to materially and adversely affect the ability of the Guarantor to perform its obligations under this Guarantee; (b) comply in all material respects with all Laws to which it may be subject if failure to so comply would materially impair Guarantor's ability to perform its obligations under this Guarantee; and (c) promptly give Beneficiary notice of the occurrence of any litigation or governmental proceeding which relates to this Guarantee.

8. Delivery of Financial Statements. Within ninety (90) days after the end of each calendar quarter except for the calendar quarter ending December 31 of a calendar year, Guarantor shall deliver to Beneficiary unaudited financial statements of Guarantor for the applicable calendar quarter. Within one hundred twenty (120) days after the end of each calendar year, Guarantor shall deliver to Beneficiary audited financial statements of Guarantor.

9. Actions of Beneficiary. Beneficiary may, at any time and from time to time, without notice to or consent of Guarantor, without incurring responsibility to Guarantor and without impairing or releasing the obligations of Guarantor hereunder, upon or without any terms or conditions: (a) take or refrain from taking any and all actions with respect to the Guaranteed Obligations or the Decommissioning Agreement or any Person that Beneficiary determines in its sole discretion to be necessary or appropriate; (b) take or refrain from taking any action of any kind in respect of any security for any Guaranteed Obligation(s) or liability of Buyer to Beneficiary; or (c) compromise or subordinate any Guaranteed Obligation(s) or liability of Buyer to Beneficiary including any security therefor.

10. Continuing Guarantee. This Guarantee is a continuing guarantee and shall remain in full force and effect until all Guaranteed Obligations have been fully and irrevocably performed and satisfied in full. This Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Guaranteed Obligations by Guarantor is rescinded and returned by Beneficiary to Guarantor upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Buyer or Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Buyer, Guarantor or any substantial part of their respective properties, or otherwise, all as though such payments had not been made. Guarantor agrees, upon the written request of Beneficiary, to execute and deliver to Beneficiary any additional instruments or documents necessary or advisable from time to time, in the reasonable and good faith opinion of Beneficiary, to cause this Guarantee to be, become or remain valid and effective in accordance with its terms.

11. Amendments; Waivers. Subject to applicable law, this Guarantee may be amended, modified or supplemented only by written agreement of the parties hereto. Except as otherwise provided in this Guarantee, any failure of any of the parties hereto 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. The remedies herein are cumulative and not exclusive of any remedies provided by applicable law. No course of dealing between Guarantor and Beneficiary shall

operate as a waiver thereof. No notice to or demand on Guarantor shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Beneficiary to any other or further action in any circumstances without notice or demand.

12. Severability. If any term or provision of this Guarantee is held invalid, illegal or incapable of being enforced under any present or future Law or public policy in any jurisdiction, as to that jurisdiction, (a) such term or other provision shall be fully separable, (b) this Guarantee shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised a part hereof, (c) all other conditions and provisions of this Guarantee shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable term or other provision or by its severance herefrom so long as the economic or legal substance of the transactions contemplated by this Guarantee is not affected in any manner materially adverse to any party hereto, and (d) such terms or other provision shall not affect the validity or enforceability of any of the terms or provisions of this Guarantee in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced in any jurisdiction, the parties hereto shall negotiate in good faith to modify this Guarantee so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that transactions contemplated by this Guarantee be consummated as originally contemplated to the fullest extent possible.

13. Assignment. Guarantor shall not have the right to assign any of Guarantor's rights under this Guarantee without the prior written consent of Beneficiary. Any purported assignment in contravention of the foregoing sentence shall be null and void and without legal effect on the rights and obligations of Guarantor. Beneficiary at any time may assign this Guarantee or its rights under this Guarantee, including by operation of law, without the prior written consent of Guarantor, whereupon such assignee shall succeed to all rights of Beneficiary hereunder.

14. Notices. All notices and other communications provided for hereunder shall be given and effective in accordance with the notice requirements of the Decommissioning Agreement, except that notices to Guarantor shall be delivered to the following addresses:

EnergySolutions, Inc.
299 South Main Street
Suite #1700
Salt Lake City, UT 84111
Attn.: Russ Workman

15. Governing Law; Jurisdiction; Jury Trial Waiver. THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. THE PARTIES AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS GUARANTEE SHALL BE IN THE FEDERAL COURTS LOCATED WITHIN THE COUNTY OF ALLEGHENY IN THE COMMONWEALTH OF PENNSYLVANIA. THE FOREGOING COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR SUIT ARISING OUT OF THIS GUARANTEE, OR THE VALIDITY, PERFORMANCE, OR ENFORCEMENT THEREOF, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY CERTIFIES THAT NEITHER IT NOR ANY OF ITS REPRESENTATIVES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. FURTHER, EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY RELIED ON THIS WAIVER OF RIGHT TO JURY TRIAL AS A MATERIAL INDUCEMENT TO ENTER INTO THIS GUARANTEE.

16. Entire Agreement. This Guarantee, together with the Purchase Agreement and the Decommissioning Agreement, embody the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and shall supersede all previous and contemporaneous negotiations, commitments and understandings, including all letters, memoranda or other documents or communications, whether oral, written or electronic, with respect to such subject matter.

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

18. Third Party Beneficiaries. This Guarantee does not, and is not intended to confer upon any other Person except the parties hereto any rights, interests, obligations or remedies hereunder.

[*The remainder of this page has been left blank.*]

IN WITNESS WHEREOF, Guarantor has duly caused this Guarantee to be executed and delivered as of the date first written above.

ENERGY*SOLUTIONS*, INC.

By: _____
Name:
Title:

Accepted and agreed to by:

GPU NUCLEAR, INC.

By: _____
Name:
Title:

JERSEY CENTRAL POWER & LIGHT COMPANY

By: _____
Name:
Title:

METROPOLITAN EDISON COMPANY

By: _____
Name:
Title:

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name:
Title:

ENCLOSURE 5

GENERAL CORPORATE INFORMATION REGARDING TMI-2 SOLUTIONS, LLC AND ITS CORPORATE PARENTS

NAME:	TMI-2 Solutions, LLC
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	299 South Main Street, Suite 1700 Salt Lake City, UT 84111
MANAGERS:	Kenneth W. Robuck John Sauger Gregory S. Wood
EXECUTIVE PERSONNEL	John Sauger – President and Chief Nuclear Officer Gregory S. Wood – Chief Financial Officer Russell G. Workman – General Counsel and Secretary

NAME:	Energy*Solutions*, LLC
STATE OF INCORPORATION:	Utah
BUSINESS ADDRESS:	299 South Main Street, Suite 1700 Salt Lake City, Utah 84111
MANAGERS:	Kenneth W. Robuck, Manager, Chairman Gregory S. Wood, Manager John A. Christian, Manager
EXECUTIVE PERSONNEL	Kenneth W. Robuck, President and Chief Executive Officer Gregory S. Wood, Chief Financial Officer John A. Christian, President, Logistics, Processing and Disposal Russ G. Workman, General Counsel and Secretary Brent Shimada, SVP, Human Resources David Nilsson, Treasurer

NAME:	Energy*Solutions* Finance Holdings, LLC
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	299 South Main Street, Suite 1700 Salt Lake City, Utah 84111
MANAGERS:	Kenneth W. Robuck, Chairman Gregory S. Wood, Director Russell G. Workman, Director
EXECUTIVE PERSONNEL	Kenneth W. Robuck, Chief Executive Officer Gregory S. Wood, Chief Financial Officer Russ G. Workman, Secretary and General Counsel David Nilsson, Treasurer

NAME:	Energy*Solutions*, Inc.
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	299 South Main Street, Suite 1700 Salt Lake City, Utah 84111
DIRECTORS:	Kenneth W. Robuck, Chairman Gregory S. Wood, Director Russell G. Workman, Director
EXECUTIVE PERSONNEL:	Kenneth W. Robuck, President and Chief Executive Officer Gregory S. Wood, Executive Vice President and Chief Financial Officer John A. Christian, President, Logistics, Processing and Disposal Russ G. Workman, General Counsel and Secretary David Nilsson, Treasurer

NAME:	Rockwell Holdco, Inc.
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	299 South Main Street, Suite 1700 Salt Lake City, UT 84111
DIRECTORS:	Tyler Reeder, Director Drew Brown, Director Kenneth Robuck, Director Christopher Leininger, Director David J. Lockwood, Director Gerald Cromack, Director
EXECUTIVE PERSONNEL:	Kenneth W. Robuck, President and Chief Executive Officer Gregory S. Wood, Chief Financial Officer Russ G. Workman, General Counsel and Secretary David Nilsson, Treasurer

NAME:	Energy Capital Partners II, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II-A, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II-B, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II-C (Direct IP), LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners II-D, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners GP II, LP

NAME:	Energy Capital Partners GP II, LP
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
GENERAL PARTNER:	Energy Capital Partners II, LLC

NAME:	Energy Capital Partners II, LLC
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	51 John F. Kennedy Parkway, Suite 200 Short Hills, New Jersey, 07078
MANAGING MEMBERS:	Douglas Kimmelman Peter Labbat Thomas Lane Tyler Reeder Andrew Singer
EXECUTIVE PERSONNEL:	Rahul Advani, Principal Schuyler Coppedge, Principal Rahman D'Argenio, Principal Andrew Makk, Principal Nazar Massouh, Principal Murray Karp, Chief Financial Officer and Chief Operating Officer Paul Parshley, Managing Director – Investor Relations

NAME:	TriArtisan ES Partners, LLC
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	830 3rd Ave, Floor 4 New York, NY 10022
MANAGERS:	Gerald Gromack Rohit Manocha
EXECUTIVE PERSONNEL:	Raphael Haramati

NAME:	TriArtisan ES MM LLC
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	830 3rd Ave, Floor 4 New York, NY 10022
MANAGERS:	Gerald Gromack Rohit Manocha
EXECUTIVE PERSONNEL:	Raphael Haramati

NAME:	TriArtisan Capital Investors LLC
STATE OF INCORPORATION:	Delaware
BUSINESS ADDRESS:	830 3rd Ave, Floor 4 New York, NY 10022
MANAGERS:	Gerald Gromack Rohit Manocha
EXECUTIVE PERSONNEL:	Raphael Haramati

ENCLOSURE 6

RESUMES OF KEY MANAGEMENT PERSONNEL

John T. Sauger

Experience Summary:
Currently President and Chief Nuclear Office (CNO), Reactor D&D, with Energy*Solutions*, LLC (ES) responsible for all 10CFR50 licensed facilities going through decommissioning with ES and its subsidiary companies. Develop strategy and approach for functional areas that include regulatory, final status survey, license classification, D&D and site restoration. Previously responsible for completing the decommissioning of Zion as General Manager for Zion*Solutions*.

Education:
- B.S., Naval Architecture and Marine Engineering, Maine Maritime Academy 1977-1981

Employment History:

2015 – Present
Energy*Solutions*, LLC, Charlotte, NC
President and Chief Nuclear Officer (CNO)
Responsible for all 10CFR50 licensed facilities being decommissioning by Energy*Solutions* and its subsidiary companies. This includes Zion, LaCrosse, SONGS, and Fort Calhoun nuclear power stations. Develop strategy and approach for functional areas that include regulatory, Final Status Survey (FSS), license classification and disposal, D&D and site restoration.

2013 – Present
Energy*Solutions*, LLC, Greater Chicago Area
Executive Vice President
Responsible for completing the decommissioning of Zion Nuclear Station north of Chicago. General Manager for Zion*Solutions*, LLC, an ES company. Additional responsibilities included leadership for all D&D project operations for ES.

2008 – 2013
Bruce Power, Canada
Executive Vice President
Implement sustaining and strategic capital programs. Direct non-nuclear site operations including infrastructure and radiological waste. Direct and implement conventional and radiological safety programs.

2004 – 2007
Shaw Environmental & Infrastructure
Senior Vice President
Directly responsible for managing the Federal design and construction business. This included profit/loss, business development and strategic planning. Significant accomplishments include:
- Grew business from $100M to $400M annually
- Awarded the Mixed Oxide Fuel Fabrication construction contract ($3B)
- Increased backlog from $500M to over $1B
- Created 'Center of Excellence' for clean vertical MILCON construction
- Developed and championed the corporate standard for project risk management

1999-2004
Ontario Power Generation, Canada
Director Outages and Construction
Developed schedule and cost estimate for the refurbishment of Pickering Unit 4. Led outage management and work control function for 3 years before being asked to take over the construction phase of the project. Project delivered for $1.2 billion.

1996-1999
Decommissioning, Maine Yankee, Maine
Decommissioning Manager
Originally brought in as the Maintenance Manager for startup following a long outage when the owners decided to decommission the plant. Developed the acquisition strategy for a Decommissioning Operations Contractor (DOC) aimed at transferring risk from Maine Yankee to contractors. Implemented a unique site characterization process with participation from all short listed contractors. Developed risk and project management processes. Working with engineering, led the transition from a nuclear operations mentality to a focused construction and contract management organization.

Innovations developed at Maine Yankee:

- Cold, Dark & Dry Approach
- Spent Fuel Island
- Explosive Demolition of Containment
- Decommissioning Operations Contractor (DOC) Model
- Commercial D&D Work Breakdown Structure (WBS)

Bruce Hinkley

Experience Summary:
Mr. Hinkley has over 40 years of nuclear industry experience in the areas of project management, construction, design engineering, operations, start-up testing/commissioning, decommissioning, quality programs, licensing/regulatory compliance, risk and reliability, and causal analysis. He has provided strategic planning, organizational development, and business model development services to LTA-Grinaker in South Africa and held executive positions with Shaw (Stone & Webster), Beckman & Associates, Fluor, Holtec International, Energy*Solutions* and several consulting companies. Currently, Mr. Hinkley is the Senior Vice President and Regional Manager D&D Operations for Energy*Solutions*. Previously, he was the General Manager responsible for the safe and efficient decommissioning of Zion 1 and 2. Prior to this, he was the Senior Construction Director for Fluor leading the construction of VC Summer Units 2 and 3 as a subcontractor to Westinghouse. He has project managed the restart of several nuclear facilities and was selected as the sole member from Shaw/Stone and Webster to participate in the industry expert panel tasked with the independent review of Hanford Waste Tank Project. Mr. Hinkley has made presentations to utility Boards of Directors; the Nuclear Regulatory Commission; US Department of Energy; senior government officials in Canada, South Africa, and the Philippines; various State government agencies in the US; NRC Advisory Committee on Nuclear Waste and other public forums. Experience highlights include: International experience in major nuclear projects –PBMR (South Africa), Pickering Units 1-4 (Canada), and Philippines Nuclear Power Plant; Construction Director – V. C. Summer Units 2 and 3 (AP1000), Executive Management Consultant to the USDOE for project management on the Yucca Mountain Project; project managed over 30 Nuclear Safety System and Program Management Assessments; executive responsible for all system modification (design and configuration management) services for Exelon for Shaw/Stone & Webster; and developed Systems Engineering Training and Qualification Programs for several clients.

Education:

- Bachelor of Science, U.S. Naval Academy, 1976
- Nuclear Engineering Graduate Courses – U. S. Navy, 1977
- Causal Analysis Training & Preventing Human Errors Training
- Earned Value Management Systems for Senior Managers
- Various nuclear power training courses

Employment History:

March 2019 – Present
Energy*Solutions*
Senior Vice President – Regional D&D Operations
Responsible for overall leadership and direction for assigned major decommissioning projects and associated activities. Also responsible for the oversight of all engineering projects conducted by the Decommissioning Engineering Projects group (e.g. large component shipping and transportation).

December 2017 – March 2019
EnergySolutions (ZionSolutions)
General Manager – Zion Decommissioning
Responsible for overall site management leadership and direction. Includes safety, nuclear safety and SCWE, licensing, waste operations, engineering, environmental compliance, demolition, subcontract management and project management and controls. Responsible for interfacing with

corporate officers internally and with the client (Exelon) as well as routine interactions with the NRC. Assumed leadership of the project to bring it through the last phases of demolition, license termination, and site restoration.

February 2016 – November 2017
Fluor International
Construction Director – VC Summer
Responsible for leading the construction of two AP1000 units at V.C. Summer as a subcontractor to Westinghouse. Led and directed over 3,500 personnel responsible for construction, materials management, craft hiring and staffing, safety, modular construction, site services, batch plant, and field engineering. Member of the Nuclear Safety Culture Review Board, Issue Review Committee, and Employee Concerns Panel. Responsible for presentations to the Project Review Board and interactions with the USNRC. Project terminated due to bankruptcy of Westinghouse and termination decision by SCE&G.

December 2015 – February 2016
Quicksilver II Consulting, Inc.
Owner/Principal
Provided a wide range of services to nuclear and energy clients (both domestic and international) in areas including project management and control, construction, engineering, commissioning, waste management, causal analysis, and change management. Also provided advisory services to investors and capital equity firms related to decommissioning strategies and spent fuel storage options.

February 2014 – November 2015
Holtec International, Inc.
Vice President – Plant Services and Decommissioning
Responsible for the strategic development and delivery of major facility decommissioning projects. Scope of capital projects were approximately $500M. Held role as the Project Executive for the San Onofre Nuclear Generating Stations 2 & 3 dry fuel storage and decommissioning strategic proposals. Was also the executive sponsor for all Holtec projects and activities for Southern Nuclear Company (SNC) and Tennessee Valley Authority (TVA). These TVA and SNC projects included heat transfer equipment design and replacement, spent nuclear fuel dry storage projects, and spent fuel pool to pad loading campaigns.

February 2011 – February 2014
Nuclear Industry Consultant
Mr. Hinkley provided technical and management support services to domestic and international nuclear industry clients. He was an executive advisor to Mitsubishi Nuclear Energy Services supporting their preparations for NRC inspections related to their APWR design for Dominion as well as providing input to technical issues related to US domestic projects. Prior assignments included providing root cause analysis services and development and implementation of performance improvement initiatives, staff development, communication planning, and programmatic improvements including revision of the Corrective Action Program (CAP) and implementation of change management and project management programs. He also provided management and technical support to Grinaker-LTA in South Africa in the development of their nuclear business unit focused on the construction of new nuclear plants. Prior to these engagements, Mr. Hinkley supported the State of Vermont in its ongoing efforts related to the re-licensing litigation of Entergy Vermont Yankee and ongoing activities as part of the monitoring of activities identified in the Vermont State Legislature Act 189 Comprehensive Reliability Assessment and subsequent Supplemental Reliability Assessment. In this role he

also provided expert testimony in federal court hearings. Other assignments have included Subject Matter Expert (SME) consulting to various venture capital firms related to nuclear service companies/projects.

October 2007 – February 2011
Beckman & Associates (Waleska, GA)
Consultant/Engineering and Regulatory Services Vice President
Mr. Hinkley headed the engineering and regulatory services business area as well as providing consultant services to the DOE, NRC, and nuclear utility industry. Mr. Hinkley supported the State of Vermont in their oversight of the Entergy Vermont Yankee re-licensing efforts in the areas relating to reliability in aspects of nuclear plant design, licensing, maintenance, quality, and operations. He also completed oversight services at the Hanford WTP as a member of the Broad Based Review Steering committee and chairman of the oversight committee. In another assignment, he conducted an effectiveness review of the Corrective Action Program associated with the WTP and an independent technical and quality review of a medical isotope provider in Canada. Mr. Hinkley was also the Project Executive for commercial grade dedication efforts and the technical requirement flowdown project at Hanford and NRC Regulatory Guide Updates.

February 2006 – September 2007
InfoZen, Inc. (Rockville, MD)
Vice President – Energy Business Unit
As Vice President, Energy Business Unit, responsibilities included the oversight and direction of two high visibility contracts with the NRC EDO's office and the WIZARD (web based knowledge management system) project providing review support technology at the NRC. Performed individual consulting for the Westinghouse Savannah River Company as a member of the Independent Review Team evaluating disposition alternatives for tank cleanup and closure. Completed project managing and leading the Independent Review of Quality Programs for the DOE OCRWM Yucca Mountain Project and a business and technical analysis regarding new reactor technology for Murray and Roberts, Inc. in South Africa.

February 2001 – February 2006
Shaw/Stone & Webster
Various Roles:

Executive Consultant – US DOE (Hanford and Los Alamos), Oct. 2005 – Jan. 2006
Selected as a member of the Industry Expert Review Team to review the Hanford WTP. The review included evaluation of the technical adequacy and scalability of the science, effective translation of the science to engineering and design, and the ability to operate and maintain the proposed facilities economically to meet the critical mission needs of the DOE. Also assigned to Los Alamos project to mentor engineering managers to further develop their analytical and project management and controls skills including scheduling, estimating, risk management, and change management.

Executive Consultant – US DOE (Yucca Mountain), July 2004 – Oct. 2005
Mr. Hinkley was assigned as an executive consultant to the DOE as part of the Management and Technical Support Contract at Yucca Mountain. In this role, he provided licensing and technical review support, project management program development, cost and schedule development and independent reviews, and design reviews of proposed repository spent fuel handling facilities and procedures.

President – Canadian Nuclear Engineers and Constructors (CANEC), Joint Venture of S&W Canada, Canatom NPM, AECON, and Comstock, Dec. 2002- July 2004
Responsible for the leadership and direction of a $350M joint venture company. CANEC was responsible for the construction management, quality implementation of the pressure boundary program, field engineering, and project/technical support for the restart of Ontario Power Generation's Pickering "A" Units 1-4. Peak staffing exceeded 1,500 with over 400 non-craft management and support personnel. Exceeded all safety & environmental goals.

Project Director – CANEC, May 2002 – Dec. 2002
Responsible for directing the construction, field engineering, quality control, and related support services to restart Pickering Units 1-4. Brought in by Stone and Webster to turn around a challenged project and increase productivity through strong management and improved communication with the client. Activities included streamlining and improving quality and talent of key individuals, establishing standard reporting mechanisms, and creating report cards to monitor individual areas of performance.

Manager – Nuclear Engineering Services Projects, Feb. 2001- April 2002
Responsible for all domestic nuclear engineering services projects in multiple office locations. Annual budget of over $50M. Responsible for engineering operational support to International projects. Executive sponsor for Exelon and Entergy clients. Completed assignments as the Project Director for the PBMR estimate and schedule for the demonstration plant project in South Africa and assisting Exelon as part of a senior review team involved with plant restart assessments and evaluations. Other activities included employee concerns investigations and independent technical and management assessments.

October 2000 – February 2001
Analytical Management Services
President
Established and incorporated an independent consulting business to serve the nuclear industry in the areas of management and organizational transition, independent technical reviews, and business development.

March 2000 – October 2000
Altran Corporation
Vice President – Engineering and Operations
Responsible for leadership and operational coordination of a $20M engineering consulting company with multiple office locations across the United States and Canada. Responsibilities included business development and marketing, strategic planning, operational process improvements, individual consulting activities, recruiting, and training and development of personnel. Member of executive management team. Major industries served were nuclear and fossil power generation, DOE, petrochemical, biomedical, and other industrial sectors.

May 1997 – March 2000
TRS Staffing Solutions – TEKTON Resources Division - Division President
As President for Tekton, responsible for the management and direction of the engineering and design staffing division of TRS Staffing Solutions (a subsidiary of Fluor Corporation). This included recruiting and training of staff, marketing, business plan development, management of 16 regional offices, budgeting and forecasting, and overall profit and loss responsibility.

1996-1997
Yankee Atomic Electric Company
Various Roles:

Vice President, April 1993 - May 1997
Responsible for direction and oversight of engineering services to Maine Yankee, Vermont Yankee, Seabrook, Northeast Utilities, Boston Edison, and other affiliated companies. Individual assignments included: 10CFR50.54(f) Project Manager for Maine Yankee and Vermont Yankee; NRC ISA Response Team Manager for successful Maine Yankee assessment; Nuclear Safety Review Committee Member - Maine Yankee; Vice President – Engineering for Maine Yankee, January – May 1997.

Director – Engineering Services, April 1993 – Dec. 1995
Responsible for all Yankee service activities conducted with customers outside of New England. Individual consulting assignments included: Team leader and QA/Corrective Action Reviewer for the SWSOPI effort at V.C. Summer; Team leader for the 10CFR50.59 assessment for Northern States Power; Independent project oversight and surveillance/testing review in support of Millstone 2's SWSOPI; self-assessment; Assessment team leader for the Prairie Island SWSOPI that included NRC presentations, briefings, and reports; Team Leader and Testing reviewer on the Maine Yankee (MY), Vermont Yankee (VY), and Connecticut Yankee (CY) Service Water Self Assessments; Response Team manager for the Vermont Yankee Design Engineering and QA/Corrective Action Assessment conducted by the NRC; Member of VY Inservice Testing Audit as a technical specialist on program management and effectiveness; Maintenance reviewer on the Seabrook Service Water System SSFA.

1990-1993
Quadrex Energy Services
Senior Vice President and General Manager
Management consultant on the corporate improvement plan for a $30M radwaste processing facility. Expert testimony preparation for Westinghouse Electric Corporation's independent review of the readiness for plant operations for the Philippine Nuclear Power Plant.

1986-1990
CYGNA Energy Services
Vice President and Regional Manager
Responsible for all engineering, technical, administrative, and business matters for the Boston, New Jersey, and Atlanta offices of Cygna Energy Services. Key projects included: six Safety System Functional Reviews; EPRI "Assessment of Effectiveness of Current ASME XI Testing for Detecting Component Degradation"; Development of the V.C. Summer System Engineering Program.; Senior Reviewer – Tech.Spec. Surveillance Testing Review - Boston Edison

1981 – 1986
Carolina Power and Light Company
Senior Engineer to Manager of Technical Support
Assigned to the Brunswick Station. Responsibilities included outage management for all major engineering/construction projects (e.g., SW System Replacement, IGSCC Inspections and Repairs, MSIV and SRV Replacement), the ISI/IST program improvements, procurement engineering, ILRT/LLRT, development of work force management program, corporate modification and design commonality project, and regulatory projects. Selected as an INPO Industry Observer in 1986 for the Millstone 1 & 2 Evaluation.

1972 – 1981
United States Navy
Completed Nuclear Power School and Submarine School. From 1979-1981 took the ship through an extensive shipyard overhaul period which included major missile system upgrades and reactor system modifications. Received the Navy Achievement Medal for innovative leadership and direction related to the first of a kind modification to the reactor control rod drive system. Served as a member joint test group and training officer for all nuclear trained personnel. Successfully qualified as a certified Chief Nuclear Engineer.

Ron Worster

Experience Summary:
More than 30 years of experience in technical and managerial positions at several government, commercial nuclear power plants, including decommissioning planning and scheduling/cost estimation support for the Zion and SONGS plants, and U.S. Nuclear Naval Submarine program. Mr. Worster has successfully delivered challenging projects by focusing on; communication, planning for risk, meeting deadlines, and adjusting to change.

Education:
- Actively pursuing Master of Science – Management (Project Management)
- Bachelor of Science - Nuclear Engineering Technology; Thomas Edison State University

Training/Certifications:
- Project Management Professional No. 1384992
- Project Management Institute (9/05 & 1/11)
- OSHA 40 hr. HAZWOPER
- OSHA Asbestos Awareness
- Other OSHA construction, safety, rigging training
- DOT shipping of hazardous material and radioactive waste
- HAZMAT Employee per 49CFR Subpart H
- Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM)
- DOE Basic Instructor Training (BIT)
- Q clearance (inactive)
- National Registry of Radiation Protection Technologists
- Health Physics Society – Plenary Member
- National Defense Industrial Association Member

Employment History:

Oct. 2018 – Present
Babcock Services, Inc.
Director – Decommissioning Projects
Perform due diligences and analysis of commercial/technical risks associated with nuclear decommissioning projects throughout the United States. Assigned as Project Director for TMI-1 & TMI-2 performing decommissioning planning and impact assessments related to early shutdown of TMI-1.

June 2017 – Oct. 2018
Radiation Safety & Control Services (RSCS)
Contract Compliance Manager – San Onofre Nuclear Generating Station (SONGS)Decommissioning Project (PWR), San Onofre, CA
Member of Decommissioning Agent Oversight (DAO) team responsible for compliance of +$1.4B, performance based, fixed price Decommissioning General Contractor (DGC) Agreement for the D&D of SONGS Units 2 & 3. DAO lead for change order estimates and primary interface between DAO and environmental permitting.

Dec. 2014 – June2017
CH2M HILL
Project Manager - Decommissioning General Contractor (DGC) Team SONGS Decommissioning Project (PWR), San Onofre, CA
Member of core team responsible for the development of DGC RFP sourcing strategy including cost/baseline schedule, scope of work, instruction to bidders, terms & conditions, WBS dictionary, project estimates, plans and decision papers. Member of the source selection and negotiating team for execution of the DGC contract. Supported Project Management transition activities and environmental CEQA/NEPA Project Team technical review process, including efforts related to Environmental Impact Report, groundwater monitoring and coastal processes analysis.

Oct. 2008 – Dec. 2014
Babcock Services, Inc.
Vice President – Projects

Assigned Projects:

- **Project Manager, D&D Reactor Buildings (U1 & U2), Zion Decommissioning Project (PWR), Zion, IL, Dec. 2013 - Dec. 2014**
  Responsible for the development and implementation of execution plan for D&D of Reactor Buildings, including large component removal, support system removal and structural demolition. Completed rebaseline (WBS, BOE, cost, schedule and risk) for $54M of pertinent scope. Developed & implemented a plan to more efficiently remove waste from within the buildings, including 230-ton lifts of Steam Generator Lower Assemblies (SGLAs). Initiated plan to de-tension and remove pre-stress tendons, while integrating project with reactor vessel/internal segmentation and spent fuel removal.

- **Project Manager, Advanced Mixed Waste Treatment Plant (AMWTP) (TRU / MLLW Waste), Idaho Falls, ID, Nov. 2012 - Oct. 2013**
  Responsible for development and execution of the project management plan for retrieving over 2,000 m^3 of transuranic (TRU) waste and mixed low level waste (MLLW) in highly degraded containers packaged with roaster-oxides. Led recovery efforts for a suspended Readiness Assessment (RA), to successfully pass RA with no pre-start findings. Participant on the RA team for the Liquid Remediation of Inorganic Sludge and Next Generation Box Retrieval project.

- **Project Manager, Fukushima Daiichi Nuclear Station (BWR), Japan, May 2011 - Aug. 2011**
  Member of a core team mobilized to support the recovery efforts, following the March 2011 nuclear accident. Supported the construction and start-up of a liquid treatment system, designed to remove Cesium nuclides (1.35E-5 Ci/cc) from the accumulated radioactive wastewater generated from cooling the spent fuel pool and primary vessels. Also supported the Design/Deployment of the Site Wireless Remote Monitoring and Off-Site Wireless Remote Monitoring Systems, utilized to measure dose rates in the affected areas.

- **Operations & Safety Management Consultant, Hanford Tank Farms (High-Level Liquid Waste), Richland, WA, Oct. 2009 - Dec. 2010**
  Championed several continuous improvement initiatives in the areas of high-level waste transfers, work management program, and facility operations. Responsibilities included performing assessments on the effectiveness of existing Operations and Safety Management systems, contract performance assurance, formulating process improvement strategies, developing implementation plans, and performing effectiveness reviews. Developed project scope, schedule, and cost estimates, to secure funding for initiatives. Provided support for Voluntary Protection Program (VPP) Star preparations and Integrated Safety Management System (ISMS) verification in areas of Work Control and Emergency Preparedness.

- **Project Manager, Bruce Power Station (CANDU), Canada, Jan. 2009 – Aug. 2009**
  Project Manager for the restart and commissioning of Bruce A, Units 1 & 2, with responsibility for over 125 Engineering Design Change Notices (DCN), valued at more than $52 million. These changes included reactor refueling machine overhaul, overhead crane refurbishment and replacements, gamma monitor replacements, condensate water treatment systems, D2O systems, including start-up and commissioning of systems. The scopes of work included multi-discipline teams from electrical, I&C, software design, and mechanical systems through Engineer/Procure/Construct (EPC) contracts.

Jan. 2008 - Oct. 2008
Nuclear Consulting Services
Consultant
Performed operational and safety management technical consulting activities at various nuclear facilities including; assessments, independent readiness reviews. Performed business development activities and proposal development & writing.

Mar. 1994 – Dec. 2007
Bartlett Services, Inc.
Senior Vice President / Chief Operating Officer
Responsible for overall project and operational management of a variety of multi-million-dollar contracts and over 500 employees; including management of project start-up, execution, and closure, while exercising innovative approaches for process improvements and fiscal efficiencies. Organized manpower for projects; coordinated overall operations; provided direction and delegation to the project teams; maintained quality assurance in compliance with company philosophy and requirements. Provided progress reports on projects in terms of cost/time to estimate and schedule; managed relations with organized labor and maintained logistics and material control on projects. Participation on contract transition teams and operational readiness reviews.

Jan. 1999 – Mar. 2005
Rocky Flats Environmental Technology Site (Weapons Grade Plutonium), Colorado
Project Manager
Managed over 350 employees working under several task orders averaging $25M per year. Supported the transition and integration of site and contract employees on multiple projects. Managed task order funding, project scheduling, and company safety performance for multiple clients and facility managers. Achieved >2 million project hours without an OSHA recordable injury. Managed personnel performing critical path work during facility operations, environmental restoration, waste management, and D&D activities. Interfaced with the Contract Administrators to

ensure all aspects of work were performed in accordance with the statement of work and all terms of the contract. Performed oversight of invoicing activities and interface with the client to negotiate contract modifications and renewals. Managed and negotiated a Collective Bargaining Agreement (CBA) with an international labor union and implemented work under a Project Labor Agreement (PLA). Maintained duel/overlapping responsibilities in the following areas:

- **Radiological Safety Manager, Nuclear Decommissioning, Rocky Flats Environmental Technology Site**
  Key manager responsible for the decontamination, deactivation and decommissioning of radioactive (and hazardous material) contaminated buildings 371/374. Responsible for all radiological phases of D&D including equipment strip-out, facility characterization, decontamination, final MARSSIM survey release, and facility demolition. Managed over 125 radiological control technicians, supervisors, and radiological engineers. Interfaced with DOE, CDPHE, EPA, and other regulatory agencies to resolve questions and issues and ensure an open line of communication was met. A member of the Radiological Center of Excellence, ensuring all lessons learned, programmatic issues, and recommendations were shared site wide between various facilities.

- **Radiological Engineer/RCT Supervisor, Nuclear Decommissioning, Rocky Flats Environmental Technology Site**
  Material Stewardship lead supervisor for the segregation, storage, assay, labelling, packaging, and shipping of TRU / Low-Level Waste (LLW) to the Waste Isolation Pilot Plant (WIPP) and various LLW facilities. Supervised B779 RCTs in the D&D of the first plutonium research and development facility in the country. This involved dismantling highly contaminated glove boxes for packaging and shipping. Directed remediation activities using hydrolasing and scabbling equipment. A member of the final survey team to develop a survey plan for release of the facility using MARSSIM guidelines. Performed Radiological Engineering and assigned to the Emergency Operations Center. A member of several Independent Verification Review and Operational Readiness Review Teams.

- **Project Manager, Portsmouth Gaseous Diffusion Plant (Uranium Enrichment), Ohio, Nov. 1995 – Nov. 1998**
  Managed a Site Staff Augmentation contract to provide radiological, Safety/Industrial Health (IH), decontamination and Non-Destruction Assay (NDA) staff of up to forty (40) personnel. Worked as lead technologist in support of nuclear safety upgrade project and supervised site contamination area reduction crew. Provided radiological control support for uranium enrichment facility's maintenance building including coverage for activities such as valve, compressor and pump overhauls and hydrostatic testing. Assisted in the due diligence for the transition from CFR part 835 to 10 CFR 20 (DOE to NRC).

- **Project Manager, Portsmouth Gaseous Diffusion Plant (Uranium Enrichment), Ohio, Nov. 1994 – Nov. 1995**
  Managed a Site Staff Augmentation contract to provide radiological, Safety/IH, decontamination and NDA staff of up to forty (40) personnel. Provided health physics coverage during CERCLA/RCRA waste cleanup and segregation, environmental restoration, radwaste incinerator D&D and asbestos abatement. Assisted in the implementation of 10 CFR part 835.

- **Senior Health Physics Technician, Oyster Creek Nuclear Generating Station (BWR), New Jersey, May1994 – Aug. 1994**

- **Health Physics Technician, Palo Verde Nuclear Generating Station (PWR), Arizona, Mar. 1994 – May 1994**

Oct. 1987 – Oct. 1993
United States Nuclear Navy Program
Nuclear Operator USS Tennessee, SSBN 734
Responsible for the safe and critical operation of a nuclear submarine power plant and supervision of plant operators during reactor and steam plant operation and testing. The first E-5, in the fleet, to qualify Engineering Watch Supervisor on a Trident submarine. Other positions included Leading Engineering Laboratory Technician, Work Control Supervisor, Quality Control Inspector, and Gas Free Engineer

ROBERT ("CHRIS") KEENE

Experience Summary:
Over 20 years of experience providing professional level radiation protection/chemistry expertise, primarily for operational and decommissioning projects. This included work at numerous plants, including the largest nuclear station in the nation (Palo Verde) and many Exelon facilities. Decommissioning expertise gained throughout 9 years at the Zion project and expanded beyond RP to provide significant leadership and guidance for the safe radiological and environmental execution of large-scale building demolition at Zion.

Education:
- M.S., Health Physics, Illinois Institute of Technology
- B.S., Applied Science and Technology with an emphasis in Nuclear Engineering Technology, Thomas Edison State College
- U.S. Navy – Machinist's Mate Nuclear Field "A" School, Naval Nuclear Power School, and the Naval Nuclear Propulsion Training Unit

Training/Certifications:
- American Academy of Health Physics Certification
- NRRPT Certification
- Licensed Reactor Operator at Palo Verde Nuclear Station
- MS Office, Various Health Physics programs (HIS-20, MICROSHIELD, MICROSKYSHINE and VARSKIN)
- Member of the Health Physics Society and National Environmental Health Association

Employment History:

April 2018 – Present
Energy*Solutions*, Charlotte, NC
Vice President of Radiological Controls
Provide technical support for Radiological Controls within the D&D organization to include procedure development, radiological waste characterization, neutron activation analysis, internal/external dose assessment, onsite/offsite radiological dose modeling, shielding analyses, Emergency Planning technical support and job planning, scheduling and logistics; Provide onsite technical support for Ft. Calhoun Nuclear Generating Station Decommissioning to include RP Program review and in depth demolition planning and sequencing.

July 2016 – April 2018
Zion*Solutions*, LLC, Zion Nuclear Power Station, Zion, IL
Vice President of Radiological and Environmental Controls
Overall management of the Radiation Protection, Site Characterization/License Termination, Environmental, Work Control, Waste Operations, Training, Emergency Planning Departments

September 2010 – July 2016
Zion*Solutions*, LLC, Zion Nuclear Power Station, Zion, IL
Radiation Protection Department – Director of Radiation Protection
Manager of the Radiation Protection Program at the site to include supervision of personnel and management of the following programs:

- **Radiological Engineering Department** - Built initial programs at the site and maintained/improved programs to include: RWP development and ALARA reviews, TEDE/ALARA evaluations, air monitoring, shielding calculations, internal/external dose assessments, contamination control and other miscellaneous Radiological Engineering initiatives.
- **Radiological Protection Technical Department** - Maintained/improved programs to include: RP instrumentation, RGPP/REMP/RETS/ODCM, liquid and gaseous releases, dosimetry, corrective action program, self-assessment program, radioactive waste packaging and characterization and sealed source control.
- **Radiological Protection Operations Department** - Built initial programs at the site and maintained/improved programs to include: Support and monitoring of all work in the field and enforcement of RP procedures/policies, respiratory protection program, hot spot program, radioactive material control program, and radiological postings/labeling.

August 2007 – September 2010
Arizona Public Service (APS) Company – Palo Verde Nuclear Station, Tonopah, AZ
Operations Department – Reactor Operator

- Supervised and directed Auxiliary Operator actions in the plant
- Supervised the development and performance of technical documents required for plant system maintenance
- Supervised the establishment, change, and removal of permit boundaries for system maintenance
- Operated nuclear reactor and ancillary systems from the control room while diagnosing and responding to system or unit abnormalities
- Performed daily operations and routine testing of all plant systems

Operations Department – Nuclear Auxiliary Operator

- Operated and performed routine monitoring of plant equipment
- Established equipment conditions for maintenance activities
- Performed periodic testing on plant equipment/systems during operating and shutdown conditions

August 2005 – August 2007
Exelon – Three Mile Island Nuclear Station, Middletown, PA
Radiation Protection Department – Radiological Engineer

- Supervised the Internal and External Dose Assessment Program and instrumentation
- Supervised the Hot Spot Monitoring Program
- Performed daily Radiological Engineering duties including: ALARA and Micro-ALARA planning, TEDE ALARA evaluations, and daily dose projections and evaluations
- Performed shielding analysis and design and supervised the implementation of shielding packages
- Performed Radiological Controls Coordinator duties for the Emergency Plan
- Radiochemistry Analysis

Regulatory Affairs Department – INPO Coordinator

- Supervised the performance of the INPO Mid-Cycle Self-Assessment for the station
- Supervised the Operating Experience Program for the station
- Performed daily Corrective Action Program reviews and Regulatory Affairs oversight

Chemistry Department – Operational Chemistry Supervisor

- Supervised daily activities of Chemistry Technicians
- Supervised the daily operation of all Chemistry Lab equipment and Radiological Count Room equipment
- Supervised the maintenance and calibration of Chemistry equipment and systems
- Supervised the performance of plant systems by reviewing and trending daily chemistry analyses
- Performed Chemistry Group Lead duties for the Emergency Plan

August 2003 – August 2005
Exelon – Byron Nuclear Station, Byron, IL
Radiation Protection Department – Senior Health Physicist

- Supervised the Internal and External Dose Assessment Program and Instrumentation
- Supervised the RP Instrumentation Program including the calibration/maintenance of all portable and non-portable radiological survey instruments and non-radiological atmospheric monitoring equipment
- Supervised the non-radiological atmospheric monitoring program
- Supervised the installation and maintenance of all remote radiological monitoring equipment including underwater operations
- Performed routine analysis and permits for all radiological liquid and gaseous releases
- Performed Radiological Controls Coordinator duties for the Emergency Plan

April 2000 – August 2003
University of Iowa, Iowa City, IA
Health Protection Office – Health Physicist

- Supervised the Laser Safety Program and conducted routine compliance audits
- Supervised the Sealed Source Tracking and Monitoring Program
- Supervised the shipment/receipt/inspection of radioactive material for the University of Iowa (UI) and University of Iowa Hospitals and Clinics (UIHC)
- Supervised the compliance of select UIHC radiation programs and departments with UI policies and state regulations, e.g., Positron Emission Tomography Center, Nuclear Medicine, and Radiation Oncology departments
- Supervised the radiation protection measures necessary for brachytherapy and radiopharmaceutical treated patients in accordance with University policies and state regulations, including post-surgical room surveys, stay time determinations, patient monitoring, and decontamination of rooms/equipment
- Performed audits of over 300 research labs and UIHC spaces, ensuring compliance with University policies and state regulations
- Established radiological protection requirements for new research protocols involving the treatment of patients with radiopharmaceuticals and brachytherapy
- Performed routine state compliance testing on various types of x-ray producing machines
- Performed calibration and daily response checks of various radiation monitoring equipment for the UI and the UIHC

Gerard P. van Noordennen

Experience Summary:
Mr. Van Noordennen is a Regulatory Affairs Manager with 30 years' experience in licensing, NRC interfacing, regulatory compliance, independent safety reviews, and environmental and emergency planning gained from multiple U.S. commercial nuclear decommissioning projects. His decommissioning experience includes support at the Zion, La Crosse, Vermont Yankee, Connecticut Yankee, and Yankee Rowe stations, ensuring expertise in managing NRC and environmental agency requirements.

Education:
- J.D., Law, John Marshall Law School, Chicago, IL, 1982
- M.S., Nuclear Engineering, Northwestern University, Evanston, IL, 1979
- B.S., Nuclear Engineering, University of Michigan, Ann Arbor, MI, 1974

Training/Certifications:
- Various nuclear power training courses

Employment History:

2016 – Present
EnergySolutions, LLC
Vice President, Regulatory Affairs
Responsible and accountable for all Federal, State and Local regulatory requirements at ES 10 CFR 50 licensed facilities (Zion, La Crosse) proceeding through D&D as well as for the SONGS Decommissioning General Contractor (DGC) work and guidance for the Fort Calhoun decommissioning project. Provide guidance and input for ES corporate level decommissioning strategic planning and the best methods for meeting regulatory requirements, including compliance with new federal (e.g. NRC) regulatory requirements and guidelines, and development of appropriate license amendments and exemptions. Participate in development of all regulatory deliverables, including key decommissioning documents such as License Transfer Amendments, Post Shutdown Decommissioning Activities Reports (PSDARs), License Termination Plans (LTPs) and Final Status Survey (FSS) reports. Chairman of the D&D Project Operating Review Committee. Provide updates to public Citizens Advisory Panels and represent ES on the Nuclear Energy Institute (NEI) Decommissioning Steering Committee. Also, Secretary of the American Nuclear Society (ANS) Decommissioning and Environmental Sciences Division.

2014 to 2016
Zion*Solutions*, LLC, Zion Nuclear Station, Zion, IL
Vice President, Regulatory Affairs
Providing regulatory services and management during the decommissioning of the two PWR units at Zion Nuclear Station. Responsible for the following department functions:

- Nuclear Licensing
- Environmental Licensing
- Independent Safety Reviews
- Emergency Planning
- Regulatory Compliance

Also, Chairman of the Station Review Committee, reviewing critical plant activities and corrective actions.

Has also provides licensing support for the La Crosse Boiling Water Reactor (LACBWR) as this station accelerates its decommissioning operations.

2007 – 2014
Dutchman Consulting
Various Locations

Licensing/Regulatory Affairs Consultant

Between 2007 and 2014, Mr. van Noordennen provided licensing and regulatory consultation for various nuclear power facilities and companies:

Licensing Consultant, Entergy, Vermont Yankee Station, Decommissioning Activities, November 2013 - February 2014. Mr. van Noordennen drafted the Defueled License Amendment and Technical Specification Request, provided comments on the Defueled Emergency Plan and Exemptions, and provided comments on a revised Fuel Handling Accident Analysis.

Licensing Consultant, Dairyland Power Company, La Crosse Boiling Water Reactor (BWR), Decommissioning Activities, April 2013 - July 2013. He drafted the Post-Fuel Emergency Plan and corresponded with the NRC for various regulatory submittals.

Licensing Consultant, Constellation Energy – Nuclear Group, Nine Mile Point Station Units 1 and 2, Fukushima Project Modifications, April 2012 - March 2013. He drafted the Spent Fuel Pool Instrumentation Integrated Plan, corresponded with NRC for various regulatory submittals, drafted an Exemption for GDC 56 for Nine Mile Point Unit 2, drafted and obtained approval for various License Amendment Requests (LARs), corresponded with the NRC for the transfer of spent fuel to the ISFSI, and provided licensing guidance to the project.

Licensing Compliance Engineer, AREVA, Eagle Rock Enrichment Facility, February 2009 - February 2012. He revised a license application to double facility capacity; drafted licensing and engineering procedures to maintain configuration management, design control, and safety basis documents; and developed and drafted the Limited Work Authorization document.

Principal Drafter, UniStar Nuclear Energy, Calvert Cliffs Station Unit 3 and Bell Bend Station (Susquehanna Unit 3), Combined Operating License Applications (COLA), January 2007 - January 2009. Licensing Lead for Bell Bend COLA preparation, Lead Project Manager for Environmental Permits and Regulatory Reviews for Calvert Cliffs Unit 3 and Nine Mile Point Unit 3.

Regulatory Affairs Consultant, Connecticut Yankee Atomic Power Company and Yankee Atomic Electric Company, Decommissioning Activities, April 2007 – April 2012. He provided regulatory consulting support for Independent Spent Fuel Storage Installation (ISFSI) operations, design basis reconstitution, environmental site closure, and groundwater monitoring.

1996 – 2007
Connecticut Yankee Atomic Power Company, Haddam, CT; Yankee Atomic Electric Company, Rowe, MA
Director of Nuclear Safety and Regulatory Affairs
Managed the regulatory activities of the company for all negotiations, communications and interactions with Federal, State and Local agencies. Responsible for all permits and approvals needed to support decommissioning activities. Responsible for the following department functions:

- Nuclear Licensing
- Environmental Licensing
- Quality Assurance
- Independent Safety Reviews
- Security
- Training
- Emergency Planning
- ISFSI Operations
- Regulatory Compliance

Mr. van Noordennen was also an Alternate Chairman of the Plant Safety Review Committee, Director of Site Emergency Operations, and a member of the Yankee Atomic Offsite Review Board.

1985 – 1996
Northeast Utilities, Berlin & Waterford, CT; Millstone Units 1, 2 & 3; Connecticut Yankee Atomic Power Station
Licensing Supervisor

Supervised the licensing activities for the Millstone and Connecticut Yankee nuclear reactors. Established on-site licensing support groups for the nuclear reactors in CT. Key plant activities performed and/or supported included:

- Power Uprate for Connecticut Yankee: Increased power by 5% by replacement of Low Pressure Turbine and revising safety analysis for Main Steam Line Break (MSLB).
- Startup licensing for Millstone 3: Successfully completed startup testing and resolved any technical specification and licensing basis issues for full power operation.
- Refueling and Maintenance Outages: Successfully supported the Millstone 2 and 3 and Connecticut Yankee licensing activities for 5 fuel cycles and refueling outages at each facility.
- Millstone 3 Design Basis Reconstitution: Supervised a group of engineers and technicians to reconstitute the design and licensing basis for the plant.
- Analog-to-Digital Upgrade for Millstone 2 and Connecticut Yankee: Replaced aging analog equipment with Foxboro digital systems for the reactor protection and engineered safeguards systems. Developed methodology with NEI for performing 50.59 reviews for these upgrades.

1982 – 1985
Southern California Edison, Rosemead, CA; and San Onofre Nuclear Generating Station (Units 1, 2 & 3), San Onofre, CA

Senior Engineer
Responsible for various licensing activities for the San Onofre Nuclear Generating Station. Startup licensing engineer for San Onofre Unit 3.

1974 – 1982
Commonwealth Edison Company, Chicago, IL; Dresden, Quad Cities, Zion and La Salle Nuclear Stations

Public Affairs Specialist

Responsible for interacting with news media and local government officials to provide information and company positions dealing with the nuclear plant operations and construction.

Reactor and Startup Engineer, Core Reload Engineer
Provided engineering support for the Dresden and Quad Cities stations. Responsible for startup physics, core follow, integrated leak rate testing, and process computer programs.

Other Information:

- Member of American Nuclear Society (ANS)
- Member of the ANS Executive Committee for Decommissioning and Environmental Science
- During Connecticut Yankee Decommissioning project, also held roles as:
    - Chairman of the Engineering and Licensing Committee for NAC Dry Cask Storage Users
    - Member of the Nuclear Energy Institute (NEI) Dry Cask Storage Working Group
    - Member of the NEI Decommissioning Working Group

ANTHONY ("TONY") R. BEJMA

Experience Summary:
Mr. Bejma has over 32 years in project management, Quality Assurance (QA), records programs, and spent fuel activities, primarily in commerical nuclear industry projects, including over 15 years engaged in decommissioning services. He has provided corporate level oversight and QA support for EnergySolutions D&D projects, including Zion, La Crosse, and SONGS Units 2 & 3. He provided consulting services for the transition of the Humboldt Bay plant from SAFSTOR to decommissioning. As a Dry Fuel Storage QA Engineer, he provided oversight for spent nuclear transfer activities and documentation at the Yankee Rowe, Trojan, and Maine Yankee plants during decommissioning. Provided project planning and execution of spent fuel pol re-racking projects at the Maanshan and Chinshan sites in Taiwan.

Education:
- M.A., Asian Studies, Florida State University
- B.A., Philosophy and Asian Studies, University of South Florida
- A.S., Manufacturing Design, Ball State University
- Lead Auditor, NQA-1 (currently certified for work at Zion and Vermont Yankee plants)

Employment History:

May 2016 - Present
Energy*Solutions*
Vice President, Quality Assurance
Providing corporate level oversight and specialized QA support for the Zion, La Crosse and SONGS decommissioning projects. Led the development of the decommissioning QA program at SONGS and established staffing, procedures, and audits to ensure a successful start to the decommissioning transition for the two unit site. Provides guidance for activities associated with spent nuclear fuel transfer projects and decommissioning activities, including transition from operations to active DECON tasks, developed of QA programs and procedures, and developed of corporate QA programs and procedures supporting decommissioning.

July 2015 – April 2016
Consultant, Various Decommissioning and Dry Fuel Assignments
Provided consulting services including:
- Dry Fuel project closeout and QA Manager turnover at Zion
- QA program audit and assistance on dry fuel oversight planning at Vermont Yankee
- La Crosse QA program revisions
- Maine Yankee fire protection procedure review and revisions

October 2010 – July 2015
Energy*Solutions*/Zion*Solutions*, Zion Nuclear Station
Director of Quality Assurance
Established and implemented the QA program for the decommissioning project following a prolonged SAFSTOR period. This included all oversight activities and processes (audits, surveillances, and inspections), supplier evaluation, procurement evaluation, QA/QC staff development, etc. Successfully established and managed QA oversight and QA inspection efforts for the Dry Fuel Transfer and Greater-Than-Class-C (GTCC) projects for over a year. Authored strategic QA program revisions associated with NRC License Amendments. Served

key role in providing vision, guidance and focus on post-Fuel Transfer Operations (FTO) site-wide procedure reduction initiative.

November 2009 – May 2010; January 2009 – April 2009
Humboldt Bay Nuclear Plant
Consultant
Provided consulting services for the QA program and records strategy for decommissioning. Developed and implemented QA program changes. Developed and implemented on-site processing of records, including program and procedure changes specific to the Independent Spent Fuel Storage Installation (ISFSI) and decommissioning records. Provided consulting services during the transition of the plant from SAFSTOR to decommissioning. Identified and executed Engineering and Design Control procedures reduction project.

April 2007 – July 2008
Yankee Rowe/Connecticut Yankee/Maine Yankee
Documentation Manager
Obtained, reviewed and filed spent nuclear fuel records and wrote ISFSI procedures.

October 2006 – April 2007
Bradwell Nuclear Site, United Kingdom (UK)
Project Manager
Managed the Waste Inventory & Characterization project for the Bardwell decommissioning, on schedule and under budget for a 3-member international consortium. Responsible for all work planning, scheduling, cost control and contract management.

May 2001 – September 2006
Various Decommissioning Sites
Decommissioning Documentation/QA Engineer/Corrective Actions Coordinator positions
Provided consulting services for documentation management, QA and Quality Control processes, and Corrective Actions Program (CAP) for dry fuel storage projects.

- Yankee Rowe (July 2004 – September 2006)
- Maine Yankee (July 2003 – July 2004)
- Trojan (July 2002 – July 2003)
- Maine Yankee (May 2001 – July 2002)

Other Nuclear Work Experience:

From 1986 to 2001, worked for Underwater Construction Corporation, performed Project Management and QA/QC services for numerous spent fuel pool re-rack and other nuclear diving projects. During 1994 – 1995, was the Project Manager for the Maanshan plant (Taiwan) re-rack project, for the procurement and mobilization phase - responsible for project planning, including procurement, procedures, crew selection, and site mobilization. Also directed the spent fuel re-rack work at Chinshan. Other re-rack projects were conducted in the UK (Sizewell) and the U.S. (Maine Yankee, Nine Mile Point, Wolf Creek, Callaway, Davis Besse, Comanche Peak and Fermi nuclear plants).

ENCLOSURE 7

SCHEDULE & FINANCIAL INFORMATION FOR DECOMMISSIONING

SCHEDULE OF PLANNED DECOMMISSIONING ACTIVITIES

TMI-2 has been in a PDMS state since its permanent shutdown and defueling, with preparations for decontamination and dismantlement deferred until the license expiration date for the TMI-1 facility. Upon the transfer of TMI-2 to TMI-2 Solutions, and completion of further licensing actions with the NRC (including amendments to the TMI-2 License), TMI-2 Solutions plans to accelerate the Decommissioning schedule and begin Decommissioning in earnest. TMI-2 Solutions' goal is to complete the Decommissioning, restoration, and release of the TMI-2 site approximately 16.5 years after the license transfer. This is seventeen years earlier than the schedule provided in the current PSDAR.

Figure 7.1 provides a high-level schedule of Decommissioning activities ("Project Schedule"). The Project Schedule begins with the date that the various contractual agreements are signed between the parties, and ends with the NRC approval of the license amendment that permits complete or partial site release. Following the transfer, expected to occur in the second half of 2020, the Decommissioning of TMI-2 will largely be independent of the Decommissioning activities at TMI-1.

Decommissioning Activities

Decommissioning efforts can largely be broken up into two phases. Phase 1 focuses on planning and engineering activities (including NRC licensing actions), and remediation of the areas subject to the 1979 core-damage accident, with the overall goal of Phase 1 to be to reduce the radiological source term at TMI-2 and the TMI-2 site to levels that are generally consistent with a nuclear plant toward the end of its operational life that has not experienced a core-damage accident.

The first 4-5 years under Phase 1 will be preparation for Decommissioning, including engineering work, procurement of long-lead time items, and infrastructure upgrades. During this time TMI-2 will remain in a PDMS or analogous state.

As indicated in Figure 7.1, physical dismantlement and decontamination activities will start in 2024, with containment opening. Phase 1 is thereafter expected to last 5 years, until remediation of the reactor building is complete and Debris Material is packaged in 2029. Specific Phase 1 Decommissioning objectives include:

- Reduce the reactor building source term.
- Package, transport, and store Debris Material.
- Reduce the source term and clean out the Debris Material from reactor vessel.
- Reduce the source term of large components by removing Debris Material.
- Remove and package Class B and C radioactive waste.

The overall goal of Phase 2 is Decommissioning of the TMI-2 site to a level that permits the release of the site, except for an area potentially to be set aside for waste storage facilities. Specific Phase 2 Decommissioning objectives include:

- Remove, package, and dispose of all remaining systems and equipment in preparation for structural demolition.
- Demolish and disposition all plant structures to nominally three feet below grade.
- Demolish the cooling towers.
- Prepare and execute the license termination plan.
- Backfill the site to the existing grade elevation.
- Terminate the TMI-2 NRC License.

Phase 2 is expected to complete in 2037.

TMI-2 Solutions retains the ability to defer active Decommissioning work if an unexpected event requires the temporary slowdown or suspension of Decommissioning activities. Should the need arise to suspend operations or make other significant schedule changes from activities presented in Figure 7.1, TMI-2 Solutions will notify the NRC in writing per 10 CFR 50.82(a)(7).

At the appropriate time, TMI-2 Solutions will submit an updated PSDAR for review, to be made effective upon consummation of the license transfer. The PSDAR will refine and update the TMI-2 Decommissioning Project Schedule. However, for the purposes of the NRC's review this Application, the schedule, cost estimates, and financial projections provided herein are not expected to substantially differ from what will be provided in the updated PSDAR.

Debris Material Management

As stated in the December 4, 2015 PSDAR, it is reasonable to presume that DOE retains ultimate authority and responsibility for disposal of Debris Material, pursuant to Standard Contract DE-CR01-83NE44477. However, there is currently no commercially available option for final disposition of Debris Material. Therefore, it is likely that once Debris Material is removed from TMI-2 and packaged, DOE will not be in a position to pick up this material, and TMI-2 Solutions will need to plan for long-term storage of the material on or off the TMI-2 site.

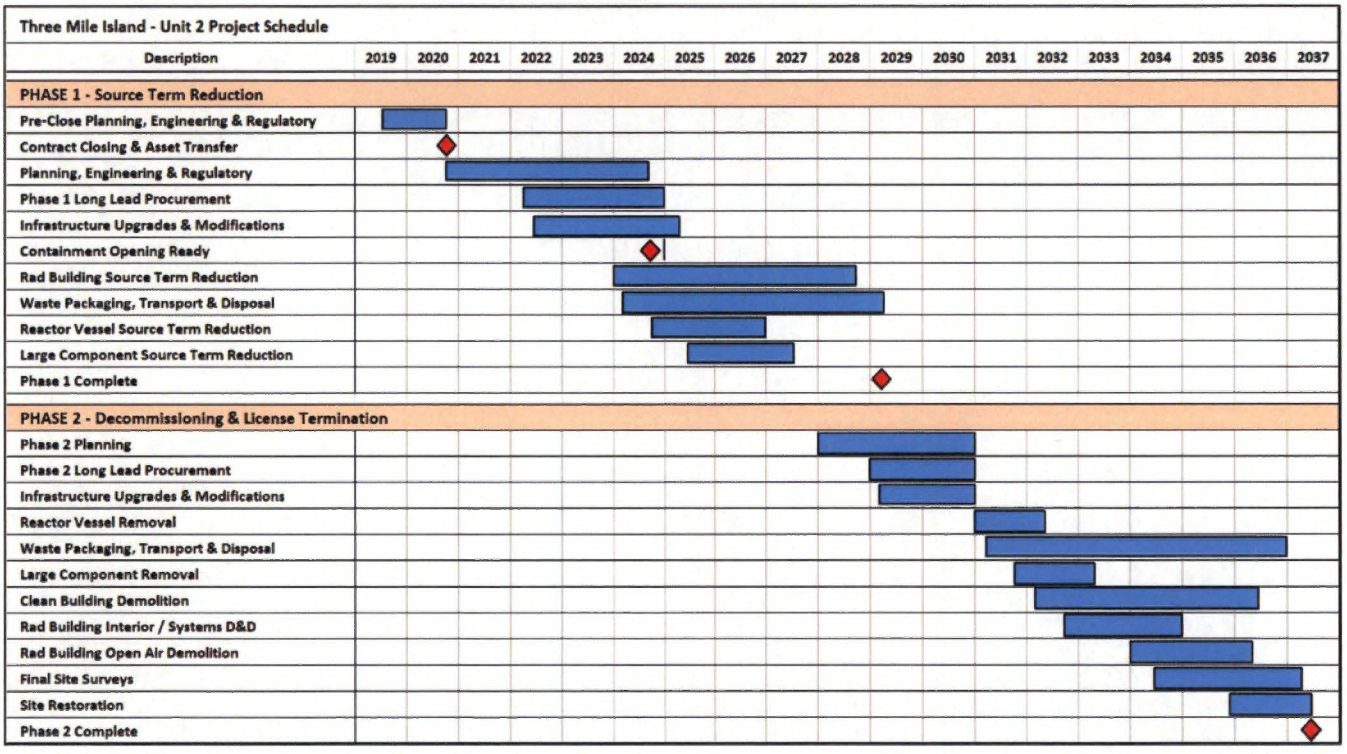
The Project Schedule below captures removal and packaging of Debris Material, but not long-term storage of this material. TMI-2 Solutions is exploring various mechanisms to address storage of Debris Material, which will require TMI-2 Solutions to take reasonable mitigation measures to store the Debris Material until its acceptance by DOE. TMI-2 Solutions conservatively estimates that long-term storage of Debris Material after the completion of Phase 2 of Decommissioning, until DOE acceptance will cost approximately $56 million (in 2019 dollars). This includes the cost of Decommissioning the storage facility after DOE acceptance. This estimate is based on a currently assumed DOE acceptance date in the early 2050 time period.

At an appropriate time, TMI-2 Solutions will submit to the NRC a plan for management of Debris Material, which will provide more information about the long-term plan for management of Debris Material at TMI-2 until DOE acceptance.

The Project Schedule is anticipated to be largely unaffected by the approach eventually chosen for Debris Material storage, except that if a decision is made to construct a storage facility for

Debris Material, TMI-2 Solutions anticipates that it would only partially release the site by 2037, leaving an area set aside for long-term waste storage facilities under the NRC License.

Figure 7.1
TMI-2 Project Schedule
(Decommissioning Phase Activities*)



* Does not include an assumed schedule for long-term storage of Debris Material after Phase 2 until acceptance by DOE in the early 2050 period.

EXPECTED DECOMMISSIONING COSTS

In February 1996, the first TMI-2 Decommissioning cost estimate was developed. It was updated in 2004, 2009, 2014, and 2018 to reflect current assumptions pertaining to disposition of the nuclear unit and relevant industry experience in undertaking Decommissioning. The updated 2018 cost estimate (provided in the 2019 Status Report) provides a total Decommissioning cost estimate of approximately $1.32 billion dollars, based on the Decommissioning approach in consideration at that time.

For estimating costs under an accelerated Decommissioning approach, the updated estimate completed in December 2018 was utilized to obtain site-specific commodity quantities, and then Energy*Solutions* applied its weights and currently estimated unit cost factors, which take into consideration the Energy*Solutions* execution strategy, the methods and schedule discussed above, to arrive at an updated estimated cost to decommission TMI-2. Energy*Solutions* also utilized the latest available industry experience (e.g., information from the Zion and La Crosse projects, and 25 years of experience in planning and engineering for other facilities, including complex Decommissioning).

An updated summary of estimated Decommissioning costs is provided below (in 2019 dollars) that includes consideration of regulatory requirements, contingency for unknown or uncertain conditions, and the availability of low and high-level radioactive waste disposal sites. The methodology utilized to develop the cost estimate followed the basic approach presented in "Guidelines for Producing Commercial Nuclear Power Plant Decommissioning Cost Estimates,"[1] which involved a unit cost factor approach for estimating the Decommissioning activity costs. It also included use of site-specific information where available (e.g., hourly labor rates, and commodities).

- Figure 7.2 provides the total projected TMI-2 Project costs, by License termination, Debris Material management, and site restoration activities, as well as contingency.

- Figure 7.3 provides projected costs related to the TMI-2 Project by major activity.

- Figure 7.4 provides the annual projected TMI-2 Project costs, by License termination, Debris Material management, and site restoration activities, as well as contingency.

[1] AIF/NESP-036, *Guidelines for Producing Commercial Nuclear Power Plant Decommissioning Cost Estimates*, Atomic Industrial Forum, Inc. (May 1986).

Figure 7.2
Summary of Estimated Project Costs
(Decommissioning Phase Activities**)

Three Mile Island Unit 2 Summary of Estimated Project Costs (thousands of 2019 Dollars)				
	License Termination	Debris Material Management	Site Restoration	Total
Performance Baseline	**757,701**	**70,361**	**40,251**	**868,313**
Contingency	**171,590**	**11,314**	**5,657**	**188,561**
Total	**929,291**	**81,674**	**45,908**	**1,056,874**

Figure 7.3
Estimated Project by Major Activity
(Decommissioning Phase Activities**)

Three Mile Island Unit 2 Estimated Project Costs by Major Activity (thousands of 2019 dollars)	
Description	**Total Cost**
Planning & Transition	2,854
Fuel Debris Removal	21,609
License Termination	159,791
Allocated Support Costs	264,846
Performance Baseline	**449,099**
Contingency	113,869
PHASE 1 TOTAL	**562,968**
Planning & Transition	3,773
License Termination	252,448
Site Restoration	28,264
Allocated Support Costs	134,728
Performance Baseline	**419,214**
Contingency	74,692
PHASE 2 TOTAL	**493,906**
TOTAL PROJECT	**1,056,874**

** Does not include anticipated costs for long-term storage of Debris Material after Phase 2 until acceptance by DOE (estimated to be $56 million in 2019 dollars).

Figure 7.4
Projected Annual Spending

Three Mile Island Unit 2
Estimated Annual Spending
(thousands of 2019 Dollars)

Year	License Termination	Debris Material Management	Site Restoration	Total
2019	3,315	641	-	3,955
2020	16,846	894	-	17,740
2021	27,085	1,334	-	28,420
2022	37,761	4,209	-	41,970
2023	60,367	16,273	-	76,640
2024	72,620	16,076	-	88,696
2025	81,868	15,444	-	97,312
2026	79,102	13,129	-	92,230
2027	67,152	8,944	-	76,096
2028	29,203	4,730	-	33,933
2029	13,363	-	-	13,363
2030	20,463	-	-	20,463
2031	52,561	-	3,778	56,339
2032	86,727	-	15,428	102,155
2033	103,385	-	11,891	115,275
2034	78,802	-	11,713	90,514
2035	72,741	-	2,855	75,596
2036	24,553	-	243	24,796
2037	1,380	-	-	1,380
2038	-	-	-	-
2039	-	-	-	-
2040	-	-	-	-
Total	929,291	81,674	45,908	1,056,874

ENCLOSURE 8

10 CFR 2.390 AFFIDAVIT

10 CFR 2.390
AFFIDAVIT OF RUSSELL G. WORKMAN

I, Russell G. Workman, General Counsel and Secretary of TMI-2 Solutions, LLC ("TMI-2 Solutions"), state that:

1. I am authorized to execute this affidavit on behalf of TMI-2 Solutions.

2. TMI-2 Solutions is providing information in support of the above-described "Application for Order Approving License Transfer and Conforming License Amendments." Enclosures 1A, Enclosure 3A, and Enclosure 4A of the Application contain trade secrets and financial information, including proprietary aspects to the decommissioning of Three Mile Island Nuclear Station, Unit 2 ("TMI-2"), which constitute proprietary commercial and financial information that should be held in confidence by the NRC pursuant to the policy reflected in 10 CFR 2.390(a)(4) and 10 CFR 9.17(a)(4), because:

a. This information is and has been held in confidence by TMI-2 Solutions and its affiliates.

b. This information is of a type that is held in confidence by TMI-2 Solutions and its affiliates, and there is a rational basis for doing so because the information contains sensitive trade secret or financial information concerning the decommissioning approach offered by TMI-2 Solutions for the purchase of TMI-2, as well as the terms of the purchase of TMI-2 by TMI-2 Solutions.

c. This information is being transmitted to the NRC in confidence.

d. This information is not available in public sources and could not be gathered readily from other publicly available information.

e. Public disclosure of this information would create substantial harm to the competitive position of TMI-2 Solutions and its affiliates by disclosing the terms of a unique transaction to other parties whose commercial interests may be adverse to those of Solutions.

3. Accordingly, TMI-2 Solutions request that Enclosures 1A, 3A, and 4A to the "Application for Order Approving License Transfer and Conforming License Amendments" be withheld from public disclosure pursuant to 10 CFR 2.390(a)(4) and 9.17(a)(4).

TMI-2 Solutions, LLC

Russel G. Workman
General Counsel and Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Subscribed and sworn to me, a Notary Public, in and for the County and State above named, this 12 day of November.

My Commission Expires: February 6, 2024

Amy C Black
Notary Public
Mecklenburg County
North Carolina

ATTACHMENT 2 TO TMI-19-112

10 CFR 50 LICENSE AND
TECHNICAL SPECIFICATIONS
(CHANGES)

THREE MILE ISLAND NUCLEAR STATION, UNIT 2

NRC POSSESSION ONLY LICENSE NO. DPR-73

~~GPU NUCLEAR, INC.~~TMI-2 SOLUTIONS, LLC

THREE MILE ISLAND NUCLEAR STATION, UNIT NO. 2

DOCKET NO. 50-320

AMENDMENT TO FACILITY POSSESSION-ONLY LICENSE

Amendment No. ~~63~~
License No. DPR-73

1. The U.S. Nuclear Regulatory Commission (the Commission) has found that:

   A. The application for amendment by GPU Nuclear, Inc. ~~(the licensee) dated June 11, 2008, supplemented by letters dated September 15, 2008, December 10, 2008, and March 16, 2009~~and TMI-2 Solutions, LLC, 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 I;

   B. The facility will operate in conformity with the application, the provisions of the Act, and the rules and regulations of the Commission;

   C. There is reasonable assurance that (i) the activities authorized by this amendment can be conducted without endangering the health and safety of the public and (ii) such activities will be conducted in compliance with the Commission's regulations;

   D. The issuance of this amendment will not be inimical to the common defense and security or to the health and safety of the public; and

   E. The issuance of this amendment is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied.

2. Accordingly, the license is amended by changes to the Technical Specifications as indicated in the attachment to this license amendment, and paragraph 2.C.(1) of Facility Possession-Only License No. DPR-73 is hereby amended to read as follows:

   C.(1) Technical Specifications

   The Technical Specifications, as revised through Amendment No. 63 are hereby incorporated into this license. The licensee shall maintain the facility in accordance with the Technical Specifications and all Commission Orders issued subsequent to the date of the possession-only license.

3. This license amendment is effective on ~~as of the date of~~ issuance. ~~and shall be implemented within 60 days of issuance Implementation of the amendment shall include the verbatim transfer of the Review and Audit requirements, formerly contained in the Three Mile Island Nuclear Station, Unit 2 (TMI-2) Technical Specifications section 6.5, to the GPU Nuclear Post-Defueling Monitored Storage Quality Assurance Plan for TMI-2.~~

FOR THE NUCLEAR REGULATORY COMMISSION

/RA/

Keith I. McConnell, Deputy Director

Decommissioning & Uranium Recovery
Licensing Directorate

Division of Waste Management
and Environmental Protection

Office of Federal and State Materials
and Environmental Management Programs

Attachment:

Changes to the Technical
Specifications

Date of Issuance: ~~May 1~~, 2009

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

~~METROPOLITAN EDISON COMPANY~~

~~JERSEY CENTRAL POWER AND LIGHT COMPANY~~

~~PENNSYLVANIA ELECTRIC COMPANY~~

~~GPU NUCLEAR, INC.~~TMI-2 SOLUTIONS, LLC

DOCKET NO. 50-320

THREE MILE ISLAND NUCLEAR STATION, UNIT NO. 2

POSSESSION-ONLY LICENSE

Amendment No. ~~54~~
LICENSE No. DPR-73

1. The U.S. Nuclear Regulatory Commission (the Commission) has found that:

   A. The application for the transfer of the possession only license ~~filed by~~from Metropolitan Edison Company, Jersey Central Power and Light Company, Pennsylvania Electric Company, and GPU Nuclear, Inc. to TMI-2 Solutions, LLC (the Licensee) 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 I, and all required notifications to other agencies or bodies have been duly made;

   B. The facility will be maintained in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission except for those exemptions from specific portions of the regulations, previously granted by the Commission, and still applicable;

   C. There is reasonable assurance: (i) that the activities authorized by this possession only 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;

   D. The licensee is technically qualified to engage in the activities authorized by this possession only license in accordance with the rules and regulations of the Commission;

E. The licensee is financially qualified to engage in the activities authorized by this possession only license in accordance with the rules and regulations of the Commission;

F. The licensee 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 possession-only 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 Possession Only License No. DPR-73 subject to the conditions for protection of the environment set forth herein is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied; and

I. The possession of byproduct and special nuclear material and receipt, possession, and use of source material as authorized by the license will be in accordance with the Commission regulations in 10 CFR Parts 30, 40, and 70, including 10 CFR Sections 30.33, 40.32, 70.23, and 70.31.

2. Possession Only License No. DPR-73 is hereby issued to ~~Metropolitan Edison Company, Jersey Central Power and Light Company, Pennsylvania Electric Company and GPU Nuclear, Inc.~~TMI-2 Solutions, LLC to read as follows:

A. This license applies to the Three Mile Island Nuclear Station, Unit 2, (the facility) owned by ~~the Metropolitan Edison Company, Jersey Central Power and Light Company, and Pennsylvania Electric Company, and maintained by the GPU Nuclear, Inc.~~TMI-2 Solutions, LLC. The facility is located on Three Mile Island in the Susquehanna River in Londonderry Township, Dauphin County, Pennsylvania, about ten miles southeast of Harrisburg. Prior to entry into Post-Defueling Monitored Storage (PDMS), the facility is described in the Final Safety Analysis Report as supplemented and amended, the various Recovery System Descriptions and Technical Evaluation Reports and the Environmental Report as supplemented and amended. Upon entry into PDMS, the facility is described in the PDMS 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) ~~GPU Nuclear, Inc.,~~TMI-2 Solutions, LLC, pursuant to Section 103 of the Atomic Energy Act ("Act") and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities," to possess but not operate the facility;

(2) TMI-2 Solutions, LLC~~GPU Nuclear, Inc., Metropolitan Edison Company, Jersey Central Power and Light, and Pennsylvania Electric Company~~ to possess the facility at the designated location in Dauphin County, Pennsylvania, in accordance with the procedures and limitations set forth in this license;

(3) TMI-2 Solutions, LLC~~GPU Nuclear, Inc.~~, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use at any time any sealed sources for radiation monitoring equipment calibration;

(4) TMI-2 Solutions, LLC~~GPU Nuclear, Inc.~~, 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; and

(5) TMI-2 Solutions, LLC~~GPU Nuclear, Inc.~~, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to possess, but not separate, such byproduct and special nuclear materials which remain at the facility subsequent to the cleanup following the March 28, 1979, accident.

The storage of radioactive materials or radwaste generated at TMI Unit 1 and stored at TMI Unit 2 in accordance with the license for TMI Unit 1 shall not result in a source term that, if released, would exceed that previously analyzed in the PDMS SAR In terms of off-site dose consequences.

C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations in 10 CFR Chapter I, and is subject to all applicable provisions of the Act and to the Commission's rules and regulations, except for those exemptions from specific portions of the regulations granted by the Commission and still applicable, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Technical Specifications

The Technical Specifications, as revised through Amendment No. ~~63~~ 64 are hereby incorporated into this license. The licensee shall operate the facility in accordance with the Technical Specifications and all Commission Orders issued subsequent to the date of the possession-only license.

G. This license is effective as of the date of issuance and ~~shall~~ until the Commission notifies the licensee in writing that the license is terminated.~~expire at midnight, April 19, 2014~~.

AMDT 49
06-21-95

FOR THE NUCLEAR REGULATORY COMMISSION

(Original signed by
Alfred E. Chaffee acting for)
Brian K. Grimes, Director
Division of Operating Reactor Support
Office of Nuclear Reactor Regulation

Enclosure:
Appendices A & B
Technical Specifications

Date of Issuance: ~~September 14, 1993~~

MEMBER(S) OF THE PUBLIC

1.16 MEMBER(s) OF THE PUBLIC means any individual except when that individual is receiving an occupational dose.

UNRESTRICTED AREA

1.17 An UNRESTRICTED AREA shall be any area at or beyond the SITE BOUNDARY access to which is not controlled by ~~GPU Nuclear~~TMI-2 Solutions, LLC for purposes of protection of Individuals from exposure to radiation and radioactive materials, or any area within the SITE BOUNDARY used for residential quarters or for industrial, commercial, institutional, and/or recreational purposes.

SITE BOUNDARY

1.18 The SITE BOUNDARY shall be that lln1:1 beyond which the land Is neither owned, nor leased, nor otherwise controlled by TMI-2 Solutions, LLC~~GPU Nuclear~~. The SITE BOUNDARY for gaseous and liquid effluents shall be as shown In the ODCM.

NPDES PERMIT

1.19 The NPDES PERMIT is the National Pollutant Discharge Elimination System (NPDES) Permit No. PA0009920, effective January 30, 1975, Issued by the Environmental Protection Agency to Metropolitan Edison Company. This permit authorized Metropolitan Edison Company to discharge controlled waste water from TMI Nuclear Station Into the waters of the Commonwealth of Pennsylvania.

6.0 ADMINISTRATIVE CONTROLS

6.1 RESPONSIBILITY

6.1.1 The ~~PDMS Manager~~TMI-2 Solutions, LLC Project Director is responsible for the management of overall unit operations at Unit 2 and shall delegate in writing the succession to this responsibility during absence.

6.2 ORGANIZATION

GPU NUCLEAR ORGANIZATION

6.2.1 The TMI-2 Solutions, LLC ~~GPU Nuclear, Inc.~~ organization for unit management and technical support shall be as in Section 10.5 of the PDMS SAR.

TMI-2 ORGANIZATION

6.2.2 The unit organization shall be as described in Section 10.5 of the PDMS SAR and an individual qualified in radiation protection procedures shall be on site whenever Radioactive Waste Management activities are in progress.

6.3 UNIT STAFF QUALIFICATIONS

6.3.1 Each member of the unit staff shall meet or exceed the minimum qualifications of ANSI N18.1-1971 for comparable positions unless otherwise noted in the Technical Specifications. The requirements of ANSI N18.1-1971that pertain to operator license qualifications for unit staff shall not apply.

6.3.2 The management position responsible for radiological control or his deputy shall meet or exceed the qualifications of Regulatory Guide 1.8 of 1977. Each Radiological Controls Technician in a responsible position shall meet or exceed the qualifications of ANSI N18.1-1971, paragraph 4.5.2 or 4.3.2, or be formally qualified through an NRC-approved TMI Radiation Controls training program. All Radiological Controls Technicians will be qualified through training and examination in each area or specific task related to their radiological controls functions prior to their performance of those tasks.

6.4 **DELETED**

ADMINISTRATIVE CONTROLS

6.5 **DELETED**

6.5.1 **DELETED**

~~DELETED~~

~~DELETED~~

~~DELETED~~

6.5.2 **DELETED**

~~DELETED~~

~~DELETED~~

~~DELETED~~

~~DELETED~~

6.5.3 **DELETED**

~~DELETED~~

6.5.4 **DELETED**

ADMINISTRATIVE CONTROLS

6.12 OFFSITE DOSE CALCULATION MANUAL (ODCM)

SUBSTANTIVE CHANGES to the ODCM:

a. Shall be documented and records of reviews performed shall be realized as required by Specification 6.9.2v. This documentation shall contain:

1. Sufficient information to support the change together with the appropriate analyses or evaluations justifying the change(s) and

2. A determination that the change will maintain the level of radioactive effluent control required by 10 CFR 20.1301, 40 CFR Part 190, 10 CFR 50.36a and Appendix I to 10 CFR Part 50 and not adversely impact the accuracy or reliability of effluent, dose, or setpoint calculations.

b. Shall become effective after review and acceptance by ~~GPU Nuclear Cognizant Officer~~TMI-2 Solutions, LLC Project Director.

c. Shall be submitted to the Commission in the form of a complete, legible copy of the entire ODCM as part of or concurrent with the Annual Radioactive Effluent Release Report for the period of the report in which any change to the ODCM was made. Each change shall be identified by markings in the margin of the affected pages, clearly indicating the area of the page that was changed, and shall indicate the date (e.g., month/year) the change was implemented.

6.13 EXCEPTIONAL OCCURRENCES

UNUSUAL OR IMPORTANT ENVIRONMENTAL EVENTS

6.13.1 Any occurrence of an unusual or important event that causes or could potentially cause significant environmental impact causally related with station operation shall be recorded and reported to the NRC per Subsection 6.8.3.1 The following are examples of such events: excessive bird impaction events on cooling tower structures or meteorological towers (i.e., more than 100 in any one day); onsite plant or animal disease outbreaks; unusual mortality of any species protected by the Endangered Species Act of 1973; fish kills near or downstream of the site.

EXCEEDING LIMITS OF RELEVANT PERMITS

6.13.2 Any occurrence of exceeding the limits specified in relevant permits and certificates issued by other Federal and State agencies which are reportable to the agency which issued the permit shall be reported to the NRC in accordance with the provisions of Subsection 6.8.3.2. This requirement shall apply only to topics of National Environmental Policy Act (NEPA) concern within the requirements of the Station NPDES permit as related to TMI-2 discharges.

6.14 DELETED

~~6.14 (con't) DELETED~~

ATTACHMENT 3 TO TMI-19-112

10 CFR 50 LICENSE AND TECHNICAL SPECIFICATIONS (CHANGES)

THREE MILE ISLAND NUCLEAR STATION, UNIT 2

NRC POSSESSION ONLY LICENSE NO. DPR-73

TMI-2 SOLUTIONS, LLC

THREE MILE ISLAND NUCLEAR STATION, UNIT NO. 2

DOCKET NO. 50-320

AMENDMENT TO FACILITY POSSESSION-ONLY LICENSE

Amendment No. ~~63~~
License No. DPR-73

1. The U.S. Nuclear Regulatory Commission (the Commission) has found that:

   A. The application for amendment by GPU Nuclear, Inc. and TMI-2 Solutions, LLC, 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 I;

   B. The facility will operate in conformity with the application, the provisions of the Act, and the rules and regulations of the Commission;

   C. There is reasonable assurance that (i) the activities authorized by this amendment can be conducted without endangering the health and safety of the public and (ii) such activities will be conducted in compliance with the Commission's regulations;

   D. The issuance of this amendment will not be inimical to the common defense and security or to the health and safety of the public; and

   E. The issuance of this amendment is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied.

2. Accordingly, the license is amended by changes to the Technical Specifications as indicated in the attachment to this license amendment, and paragraph 2.C.(1) of Facility Possession-Only License No. DPR-73 is hereby amended to read as follows:

   C.(1) Technical Specifications

   The Technical Specifications, as revised through Amendment No. 63 are hereby incorporated into this license. The licensee shall maintain the facility in accordance with the Technical Specifications and all Commission Orders issued subsequent to the date of the possession-only license.

3. This license amendment is effective on issuance.

FOR THE NUCLEAR REGULATORY COMMISSION

/RA/

Keith I. McConnell, Deputy Director

Decommissioning & Uranium Recovery
Licensing Directorate

Division of Waste Management
and Environmental Protection

Office of Federal and State Materials
and Environmental Management Programs

Attachment:

Changes to the Technical
Specifications

Date of Issuance:

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

TMI-2 SOLUTIONS, LLC

DOCKET NO. 50-320

THREE MILE ISLAND NUCLEAR STATION, UNIT NO. 2

POSSESSION-ONLY LICENSE

Amendment No. ~~54~~
LICENSE No. DPR-73

1. The U.S. Nuclear Regulatory Commission (the Commission) has found that:

   A. The application for the transfer of the possession only license from Metropolitan Edison Company, Jersey Central Power and Light Company, Pennsylvania Electric Company, and GPU Nuclear, Inc. to TMI-2 Solutions, LLC (the Licensee) 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 I, and all required notifications to other agencies or bodies have been duly made;

   B. The facility will be maintained in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission except for those exemptions from specific portions of the regulations, previously granted by the Commission, and still applicable;

   C. There is reasonable assurance: (i) that the activities authorized by this possession only 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;

   D. The licensee is technically qualified to engage in the activities authorized by this possession only license in accordance with the rules and regulations of the Commission;

E. The licensee is financially qualified to engage in the activities authorized by this possession only license in accordance with the rules and regulations of the Commission;

F. The licensee 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 possession-only 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 Possession Only License No. DPR-73 subject to the conditions for protection of the environment set forth herein is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied; and

I. The possession of byproduct and special nuclear material and receipt, possession, and use of source material as authorized by the license will be in accordance with the Commission regulations in 10 CFR Parts 30, 40, and 70, including 10 CFR Sections 30.33, 40.32, 70.23, and 70.31.

2. Possession Only License No. DPR-73 is hereby issued to TMI-2 Solutions, LLC to read as follows:

A. This license applies to the Three Mile Island Nuclear Station, Unit 2, (the facility) owned by TMI-2 Solutions, LLC. The facility is located on Three Mile Island in the Susquehanna River in Londonderry Township, Dauphin County, Pennsylvania, about ten miles southeast of Harrisburg. Prior to entry into Post-Defueling Monitored Storage (PDMS), the facility is described in the Final Safety Analysis Report as supplemented and amended, the various Recovery System Descriptions and Technical Evaluation Reports and the Environmental Report as supplemented and amended. Upon entry into PDMS, the facility is described in the PDMS 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) TMI-2 Solutions, LLC, pursuant to Section 103 of the Atomic Energy Act ("Act") and 10 CFR Part 50, "Domestic Licensing of Production and Utilization Facilities," to possess but not operate the facility;

(2) TMI-2 Solutions, LLC to possess the facility at the designated location in Dauphin County, Pennsylvania, in accordance with the procedures and limitations set forth in this license;

(3) TMI-2 Solutions, LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to receive, possess, and use at any time any sealed sources for radiation monitoring equipment calibration;

(4) TMI-2 Solutions, 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; and

(5) TMI-2 Solutions, LLC, pursuant to the Act and 10 CFR Parts 30, 40, and 70, to possess, but not separate, such byproduct and special nuclear materials which remain at the facility subsequent to the cleanup following the March 28, 1979, accident.

The storage of radioactive materials or radwaste generated at TMI Unit 1 and stored at TMI Unit 2 in accordance with the license for TMI Unit 1 shall not result in a source term that, if released, would exceed that previously analyzed in the PDMS SAR in terms of off-site dose consequences.

C. This license shall be deemed to contain and is subject to the conditions specified in the Commission's regulations in 10 CFR Chapter I, and is subject to all applicable provisions of the Act and to the Commission's rules and regulations, except for those exemptions from specific portions of the regulations granted by the Commission and still applicable, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Technical Specifications

The Technical Specifications, as revised through Amendment No. 64 are hereby incorporated into this license. The licensee shall operate the facility in accordance with the Technical Specifications and all Commission Orders issued subsequent to the date of the possession-only license.

G. This license is effective as of the date of issuance and until the Commission notifies the licensee in writing that the license is terminated.

FOR THE NUCLEAR REGULATORY COMMISSION

(Original signed by
Alfred E. Chaffee acting for)
Brian K. Grimes, Director
Division of Operating Reactor Support
Office of Nuclear Reactor Regulation

Enclosure:
Appendices A & B
Technical Specifications

Date of Issuance:

MEMBER(S) OF THE PUBLIC

1.16 MEMBER(s) OF THE PUBLIC means any individual except when that individual is receiving an occupational dose.

UNRESTRICTED AREA

1.17 An UNRESTRICTED AREA shall be any area at or beyond the SITE BOUNDARY access to which is not controlled by TMI-2 Solutions, LLC for purposes of protection of Individuals from exposure to radiation and radioactive materials, or any area within the SITE BOUNDARY used for residential quarters or for industrial, commercial, institutional, and/or recreational purposes.

SITE BOUNDARY

1.18 The SITE BOUNDARY shall be that lln1:1 beyond which the land Is neither owned, nor leased, nor otherwise controlled by TMI-2 Solutions, LLC. The SITE BOUNDARY for gaseous and liquid effluents shall be as shown In the ODCM.

NPDES PERMIT

1.19 The NPDES PERMIT is the National Pollutant Discharge Elimination System (NPDES) Permit No. PA0009920, effective January 30, 1975, Issued by the Environmental Protection Agency to Metropolitan Edison Company. This permit authorized Metropolitan Edison Company to discharge controlled waste water from TMI Nuclear Station Into the waters of the Commonwealth of Pennsylvania.

6.0 ADMINISTRATIVE CONTROLS

6.1 RESPONSIBILITY

6.1.1 The TMI-2 Solutions, LLC Project Director is responsible for the management of overall unit operations at Unit 2 and shall delegate in writing the succession to this responsibility during absence.

6.2 ORGANIZATION

GPU NUCLEAR ORGANIZATION

6.2.1 The TMI-2 Solutions, LLC organization for unit management and technical support shall be as in Section 10.5 of the PDMS SAR.

TMI-2 ORGANIZATION

6.2.2 The unit organization shall be as described in Section 10.5 of the PDMS SAR and an individual qualified in radiation protection procedures shall be on site whenever Radioactive Waste Management activities are in progress.

6.3 UNIT STAFF QUALIFICATIONS

6.3.1 Each member of the unit staff shall meet or exceed the minimum qualifications of ANSI N18.1-1971 for comparable positions unless otherwise noted in the Technical Specifications. The requirements of ANSI N18.1-1971that pertain to operator license qualifications for unit staff shall not apply.

6.3.2 The management position responsible for radiological control or his deputy shall meet or exceed the qualifications of Regulatory Guide 1.8 of 1977. Each Radiological Controls Technician in a responsible position shall meet or exceed the qualifications of ANSI N18.1-1971, paragraph 4.5.2 or 4.3.2, or be formally qualified through an NRC-approved TMI Radiation Controls training program. All Radiological Controls Technicians will be qualified through training and examination in each area or specific task related to their radiological controls functions prior to their performance of those tasks.

6.4 **DELETED**

ADMINISTRATIVE CONTROLS

6.5 **DELETED**

6.5.1 **DELETED**

6.5.2 **DELETED**

6.5.3 **DELETED**

6.5.4 **DELETED**

ADMINISTRATIVE CONTROLS

6.12 OFFSITE DOSE CALCULATION MANUAL (ODCM)

SUBSTANTIVE CHANGES to the ODCM:

a. Shall be documented and records of reviews performed shall be realized as required by Specification 6.9.2v. This documentation shall contain:

1. Sufficient information to support the change together with the appropriate analyses or evaluations justifying the change(s) and

2. A determination that the change will maintain the level of radioactive effluent control required by 10 CFR 20.1301, 40 CFR Part 190, 10 CFR 50.36a and Appendix I to 10 CFR Part 50 and not adversely impact the accuracy or reliability of effluent, dose, or setpoint calculations.

b. Shall become effective after review and acceptance by TMI-2 Solutions, LLC Project Director.

c. Shall be submitted to the Commission in the form of a complete, legible copy of the entire ODCM as part of or concurrent with the Annual Radioactive Effluent Release Report for the period of the report in which any change to the ODCM was made. Each change shall be identified by markings in the margin of the affected pages, clearly indicating the area of the page that was changed, and shall indicate the date (e.g., month/year) the change was implemented.

6.13 EXCEPTIONAL OCCURRENCES

UNUSUAL OR IMPORTANT ENVIRONMENTAL EVENTS

6.13.1 Any occurrence of an unusual or important event that causes or could potentially cause significant environmental impact causally related with station operation shall be recorded and reported to the NRC per Subsection 6.8.3.1 The following are examples of such events: excessive bird impaction events on cooling tower structures or meteorological towers (i.e., more than 100 in any one day); onsite plant or animal disease outbreaks; unusual mortality of any species protected by the Endangered Species Act of 1973; fish kills near or downstream of the site.

EXCEEDING LIMITS OF RELEVANT PERMITS

6.13.2 Any occurrence of exceeding the limits specified in relevant permits and certificates issued by other Federal and State agencies which are reportable to the agency which issued the permit shall be reported to the NRC in accordance with the provisions of Subsection 6.8.3.2. This requirement shall apply only to topics of National Environmental Policy Act (NEPA) concern within the requirements of the Station NPDES permit as related to TMI-2 discharges.

6.14 DELETED

ATTACHMENT 4 TO TMI-19-112

LIST OF REGULATORY COMMITMENTS

THREE MILE ISLAND NUCLEAR STATION, UNIT 2

NRC POSSESSION ONLY LICENSE NO. DPR-73

The following list identifies those actions committed to by the Applicants identified in Attachment 1 to this letter ("Application for Order Approving License Transfer and Conforming License Amendments"). Any other actions discussed in the submittal represent intended or planned actions by the Applicants. They are described only as information and are not Regulatory Commitments. Please notify Gerry van Noordennen, Energy*Solutions*, LLC Senior Vice President, Regulatory Affairs, at 860-462-9707 of any questions regarding this document or associated Regulatory Commitments.

REGULATORY COMMITMENT	TYPE		SCHEDULED COMPLETION DATE
	ONE-TIME ACTION	CONTINUING COMPLIANCE	
• TMI-2 Solutions will notify the NRC staff at least two (2) business days prior to Closing (currently estimated to be in the second half of 2020).	X		2 Days Prior to Closing
• The Applicants will keep the NRC informed of any significant changes in the status of other required approvals or developments that could impact the anticipated Closing date.		X	
• Prior to Closing, TMI-2 Solutions will obtain $50 million of on-site nuclear property damage insurance from an appropriate insurer consistent with its requirements under 10 CFR 50.54(w), and the NRC exemption reducing on-site nuclear insurance for TMI-2 issued on July 27, 1999 (64 Fed. Reg. 40,631).	X		Prior to Closing
• TMI-2 Solutions will submit an updated PSDAR for review by the NRC.	X		December 12, 2019
• TMI-2 Solutions will submit a plan for management of Debris Material for review by the NRC.	X		Prior to Closing