COZEN O'CONNOR
A Pennsylvania Professional Corporation

December 17, 2019

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TRENTON, NJ

Michael J. Connolly
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VIA FEDERAL EXPRESS

Office of the Secretary
Ms. Aida Camacho-Welch
Secretary
Board of Public Utilities
44 South Clinton Street, 9th Floor
P.O. Box 350
Trenton, New Jersey 08625

Re: In the Matter of the Verified Petition of Jersey Central Power & Light Company Seeking Approval of the Transfer and Sale of the Company's 25% Interest in the Three Mile Island Unit 2 Nuclear Generating Facility, and the Transfer of its Associated Nuclear Decommissioning Trust, Pursuant to N.J.S.A. 48:3-7, and a Waiver of the Advertising Requirements of N.J.A.C. 14:1-5.6(B)
Docket No. EM19111460

Dear Ms. Camacho-Welch:

On behalf of Jersey Central Power & Light Company ("JCP&L" or the "Company"), enclosed for filing in the above-referenced matter are four (4) copies of Appendix B to the Petition filed on November 12, 2019 in the above-referenced proceeding (the "Petition").

As a matter of background, the Petition requests approval of the transfer and sale of JCP&L's entire 25% interest in TMI-2, including its nuclear decommissioning trust, pursuant to a certain Asset Purchase and Sale Agreement ("PSA") dated October 15, 2019 between the affiliated joint owners of TMI-2 (i.e., JCP&L, Metropolitan Edison Company, and Pennsylvania Electric Company) and the joint owners' affiliate, GPU Nuclear, Inc., the holder of the possession-only license issued by the Nuclear Regulatory Commission, on the one hand, and TMI-2 Solutions, LLC ("Buyer"), on the other hand.

The attached material, which was filed with the Petition in redacted form only, is described more specifically in the Petition as follows:

> Appendix B – A redacted copy of the PSA (excluding all Confidential Exhibits and Schedules thereto), is provided as required by N.J.A.C. 14:1-5.6(a)3. The complete unredacted PSA will be filed subject to a non-disclosure agreement and request for confidential treatment as a supplement to this Petition;

Appendix B contains confidential and proprietary commercial and financial information (collectively, the "Confidential Information"), the public disclosure of which could hamper and prejudice the Company's and Buyer's current businesses and negotiating positions in future transactions. Accordingly, JCP&L hereby requests confidential treatment of the Confidential

Case Mgmt-full R. Greenberg, Esq. ltr
G. Hurd, Esq.-ltr A Peterson - full

One Gateway Center, Suite 910, Newark, NJ 07102
973-200-7460 973-200-7510 Fax cozen.com
Raymond G. Console attorney responsible for New Jersey practice.

Information pursuant to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1.1 et seq. ("OPRA"), and the Board's rules at N.J.A.C. 14:1-12 et seq. For purposes of OPRA and the Board's rules, the redacted version of the Confidential Information should be regarded as the Preliminary Public copy and the unredacted version included herewith should be regarded as the Confidential copy. The information redacted from the Confidential copy (in order to form the Preliminary Public copy) is the Confidential Information. An Affidavit supporting the request for confidential treatment is also enclosed herewith as Attachment 1.

Please note that the parties to this proceeding have recently executed a non-disclosure agreement. Accordingly, the Confidential version of Appendix B to the Petition is being provided to the parties pursuant to the non-disclosure agreement and as indicated on the attached service list.

Kindly stamp one of the enclosed copies as "filed" and return to the undersigned using the enclosed self-addressed stamped envelope.

Thank you in advance for your cooperation.

Sincerely,

COZEN O'CONNOR

By: Michael J. Connolly

MJC:lg
Enclosures

c: Service List (as indicated)

ATTACHMENT 1

REQUEST FOR CONFIDENTIAL TREATMENT REGARDING CERTAIN INFORMATION PERTAINING TO JERSEY CENTRAL POWER & LIGHT COMPANY'S PETITION:

In the Matter of the Verified Petition of Jersey Central Power & Light Company Seeking Approval of the Transfer and Sale of the Company's 25% Interest in the Three Mile Island Unit 2 Nuclear Generating Facility, and the Transfer of its Associated Nuclear Decommissioning Trust, Pursuant to N.J.S.A. 48:3-7, and a Waiver of the Advertising Requirements of N.J.A.C. 14:1-5.6(B)
BPU Docket No. EM19111460

AFFIDAVIT OF CONFIDENTIALITY

Mark A. Mader, of full age, being duly sworn upon his oath, deposes and says:

1. I am the Director of Rates and Regulatory Affairs for Jersey Central Power & Light Company ("***JCP&L***"). I am duly authorized to make this Affidavit of Confidentiality on behalf of JCP&L.

2. I am also JCP&L's designee to whom all custodian communications (oral or written), including, without limitation, the notices listed in New Jersey Administrative Code ("***N.J.A.C.***") 14:1-12.7 and N.J.A.C. 14:1-12.9 should be directed. My contact information is as follows:

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Morristown, New Jersey 07962-1911
Telephone number 973-401-8199
Fax number 973-644-4243
E-mail: mamader@firstenergycorp.com

3. JCP&L has requested confidential treatment with respect to certain documents and information as described below, redacted versions of which were filed with JCP&L's Petition (the "***Petition***") to the New Jersey Board of Public Utilities (the "***Board***" or "***BPU***") on November 12, 2019 in connection with the following proceeding:

> In the Matter of the Verified Petition of Jersey Central Power & Light Company Seeking Approval of the Transfer and Sale of the Company's 25% Interest in the Three Mile Island Unit 2 Nuclear Generating Facility, and the Transfer of its Associated Nuclear Decommissioning Trust, Pursuant to N.J.S.A. 48:3-7, and a Waiver of the Advertising Requirements of N.J.A.C. 14:1-5.6(B)
> BPU Docket No. EM19111460

4. The Petition requests, among other things, the Board's approval under N.J.S.A. 48:3-7 of the transfer and sale of JCP&L's 25% interest in TMI-2, including its nuclear decommissioning trust, pursuant to a certain Asset Purchase and Sale Agreement ("***PSA***") dated October 15, 2019 between the affiliated joint owners of TMI-2 (i.e., JCP&L, Metropolitan Edison Company, Pennsylvania Electric Company) ("***Sellers***") on the one hand, and TMI-2 Solutions, LLC ("***Buyer***") on the other hand.

5. The PSA provides for the protection of proprietary information as between the Buyer and Seller, themselves, and only permits disclosure of either Buyer's or Sellers' proprietary information to third parties subject to confidentiality agreements with such third parties that are at least as stringent as the non-disclosure requirements of the PSA.

6. The material being filed herewith, and for which Confidential Treatment is requested, is described in said Petition as follows:

> Appendix B – A redacted copy of the PSA (excluding all Confidential Exhibits and Schedules thereto), is provided as required by N.J.A.C. 14:1-5.6(a)3. The complete unredacted PSA will be filed subject to a non-disclosure agreement and request for confidential treatment as a supplement to this Petition;

7. These documents (i.e., the confidential unredacted PSA, and the unredacted confidential Exhibits and Schedules thereto) contain trade secret, financial and other proprietary information pertaining to Buyer and/or Seller of a highly and competitively-sensitive nature generally or, relative to the particulars of the transaction described in the Petition and in the PSA and its Exhibits and Schedules, the public disclosure of which could adversely affect the competitive positions and interests of the Buyer and/or Seller.

8. Consistent with the Board's regulations providing the procedures for determining the confidentiality of submitted information (N.J.A.C. 14:1-12.1 *et seq.*), the PSA, Exhibits and Schedules being submitted herewith, and directed to the Board, are redacted ("***Preliminary Public***") and unredacted ("***Confidential***") copies of the PSA, Exhibits and Schedules that comprise Appendix B to the Petition filed on November 12, 2019 as captioned above. The specific information that has been redacted from the Confidential version of the PSA, Exhibits and Schedules in the course of preparing the Preliminary Public versions, is referenced herein as the "***Confidential Information***."

9. With respect to Buyer's Confidential Information, in addition to the representations and requirements set forth in the PSA, I have also relied upon the affidavit of Russell G. Workman, the Buyer's General Counsel and Secretary as submitted to the Nuclear Regulatory Commission ("***NRC***") as part, and in support, of the application of Buyer and Seller for an Order approving the transfer of the current NRC possession-only license for TMI-2 from GPU Nuclear, Inc. (an affiliate of the joint owners) to Buyer.

(a) In that affidavit, Mr. Workman confirms that, among other materials being submitted to the NRC, the PSA, its Exhibits and Schedules contain trade secrets and financial information including proprietary technical information, which constitutes proprietary commercial and financial information that should be held in confidence by the NRC

pursuant to applicable NRC policies. A copy of that affidavit is attached hereto as Attachment A.

10. Furthermore, in connection with the practice in proceedings before the Board, and consistent with the PSA, JCP&L will only release the Confidential Information to parties to the proceeding that have executed a standard form non-disclosure agreement with respect to the confidential treatment of such information.

11. As indicated above, the Confidential Information as set forth in the PSA, Exhibits and Schedules is considered by the Company to contain information of a time and competitively-sensitive and otherwise proprietary nature relative to: (i) the particular, as-yet not BPU-approved, transfer and sale transaction and/or (ii) the parties to it, which, if publicly disclosed, could adversely affect the competitive position of the Buyer and/or Seller.

12. JCP&L also intends to rely on this affidavit in support of its request for confidential treatment for additional Confidential Information that, subsequently, may be filed with the Board in this docketed proceeding, subject to the procedural requirements set forth in paragraph 8 above.

13. By way of further substantiating the claim of confidentiality, I hereby verify that:

(a) JCP&L and Buyer (according to the Attachment A affidavit upon which I rely) have taken measures to prevent the disclosure of the Confidential Information to others, by restricting its dissemination outside of their respective companies.

(b) The Confidential Information is not contained in materials which are routinely made available to the general public, such as Initial and Final Orders in contested case adjudications, press releases, speeches, pamphlets and educational materials.

(c) The Confidential Information has not been disclosed to others except pursuant to confidentiality agreements on a strict need-to-know basis, in which case the recipients of such need-to-know disclosures are professionally obliged to refrain from making further disclosure.

(d) No specific relevant confidentiality determinations have previously been made by the Board, the Board's custodian, or any other state or federal agency or court of competent jurisdiction regarding the Confidential Information, and, in this case, the NRC, which must approve the license transfer that is part of the PSA transaction, has also been requested to afford confidential treatment to the information provided herewith and is expected under applicable NRC policies to afford such treatment to the material.

(e) Public disclosure or release of the Confidential Information would have a harmful effect on JCP&L because as long as the transaction has not been approved by the Board and finally closed, the possibility remains open that the Company will need to enter into another transaction with respect to the subject property and the public disclosure of the Confidential Information could reasonably be expected to adversely affect the competitiveness of a subsequent transaction.

(f) Public disclosure or release of the Confidential Information would have a harmful effect on Buyer as set forth in the affidavit, set forth in Attachment A, upon which I also rely.

(g) JCP&L requests that the Confidential Information provided hereunder be treated as confidential permanently.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

12/5/19

Mark A. Mader

Sworn to and subscribed before me
this 9th day of December, 2019.

Notary Public or Attorney-at-Law

CHRISTINE R. BROWN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 11, 2020

ATTACHMENT A

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

Jersey Central Power and Light Company

In the Matter of the Verified Petition of Jersey Central Power & Light Company Seeking Approval of the Transfer and Sale of the Company's 25% Interest in the Three Mile Island Unit 2 Nuclear Generating Facility, and the Transfer of its Associated Nuclear Decommissioning Trust, Pursuant to N.J.S.A. 48:3-7, and a Waiver of the Advertising Requirements of N.J.A.C. 14:1-5.6(B)

BPU Docket No. _____

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GPU NUCLEAR

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REDACTED VERSION

APPENDIX B

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

REDACTED VERSION

APPENDIX B

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EXHIBITS

REDACTED VERSION

APPENDIX B

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.

APPENDIX B

"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,

REDACTED VERSION

APPENDIX B

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

REDACTED VERSION

APPENDIX B

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EXHIBITS

REDACTED VERSION

APPENDIX B

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.

APPENDIX B

"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.

APPENDIX B

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 [

].

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.

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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.

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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 , 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: _____

REDACTED VERSION

APPENDIX B

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

(Signature Page to Asset Purchase and Sale Agreement)

APPENDIX B

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: _____

APPENDIX B

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: James V. Fakult
Title: President

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

TMI-2 SOLUTIONS, LLC

By: _____
Name: _____
Title: _____