

January 19, 2021

VIA E-MAIL (BOARD.SECRETARY@BPU.NJ.GOV)

Michael J. Connolly

Direct Phone 973-200-7412
Direct Fax 973-200-7470
mconnolly@cozen.com

Ms. Aida Camacho-Welch
Secretary
NJ 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)
BPU Dkt. No. EM19111460**

Dear Secretary Camacho-Welch:

On behalf of Jersey Central Power & Light Company ("JCP&L" or the "Company") enclosed for filing with the New Jersey Board of Public Utilities (the "Board") are copies of the closing documents (the "Closing Documents") associated with the December 18, 2020 sale of the Three Mile Island Unit 2 ("TMI-2") nuclear generating facility (located near Middletown, Dauphin County, Pennsylvania), the transfer of the associated nuclear decommissioning trusts ("NDTs") and the transfer of liabilities ("Assumed Liabilities"), excepting excluded liabilities ("Excluded Liabilities") to TMI-2 Solutions, LLC (the "Buyer"), a subsidiary of EnergySolutions, Inc. ("EnergySolutions") pursuant to an Asset Purchase and Sale Agreement between Buyer and Metropolitan Edison Company, JCP&L, Pennsylvania Electric Company (collectively, "Joint Owners") and affiliate GPU Nuclear (the "TMI-2 Transaction").

On November 13, 2019, JCP&L filed a Petition seeking approval to sell its 25% interest in TMI-2 and to transfer its associated NDT and the Assumed Liabilities, excepting the Excluded Liabilities as part of the TMI-2 Transaction. After extensive discovery by Board Staff and the Division of Rate Counsel ("Rate Counsel"), and following comments from Rate Counsel and the Company, the Board issued an order dated December 2, 2020 (the "Order") approving the Company's Petition and authorizing the sale and transfer subject to the conditions of the Order. As indicated above, the sale and transfer occurred on December 18, 2020.

Among other things, the Board's Order requires the Company to file within thirty (30) days of the date of the closing on this transaction, proof of the closing, net transaction costs, and final

LEGAL\50510779\1

journal entries along with a detailed calculation, including selling expenses, of the sale. (Order at p. 7).

The Closing Documents are comprised of a copy of the Deed, the Bill of Sale, a notification dated December 18, 2020 from the U.S. Nuclear Regulatory Commission ("NRC") regarding the transfer of the Possession Only License No. DPR-73 for TMI-2 to the Buyer, the Notice of the Joint Owners and GPU Nuclear dated December 18, 2020 to the NRC advising of the closing of the TMI-2 Transaction, the final accounting entries for JCP&L's interests with entry descriptions, and an explanation of the expenses of sale attributable to JCP&L. With the filing of the Closing Documents as required by the Board's Order, we understand that the Board's file on this transaction will be considered closed subject to the conditions stated in such Order, which is also attached together with the Closing Documents.

I hereby certify that, consistent with the Board's Order dated March 19, 2020 (Docket No. EO20030254) directing that all submissions to the Board or Rate Counsel, of any kind, be submitted electronically, an electronic copy of this transmittal letter and the closing documents as enclosed herewith, have this day been transmitted to parties on the attached service list via electronic mail. Please kindly confirm receipt of same.

Thank you for your courtesies in connection with the filing of the Closing Documents. If you have any questions, please free to contact me.

Sincerely,

COZEN O'CONNOR



By: Michael J. Connolly

Enclosure

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. EM19111460

SERVICE LIST

JCP&L

Mark A. Mader
Director NJ Rates
Jersey Central Power & Light Company
300 Madison Avenue
P.O. Box 1911
Morristown, New Jersey 07960
mamader@firstenergycorp.com

James O'Toole
Jersey Central Power & Light Company
300 Madison Avenue
P.O. Box 1911
Morristown, New Jersey 07960
jotoole@firstenergycorp.com

Lauren Lepkoski, Esq.
FirstEnergy Service Company
2800 Pottsville Pike
Reading, Pennsylvania 19601
llepkoski@firstenergycorp.com

Karen A. Sealy, Esq.
FirstEnergy Service Company
Legal Dept.
76 S. Main Street
Akron, OH 44308-1890
ksealy@firstenergycorp.com

Michael Connolly, Esq.
Cozen O'Connor
One Gateway Center, Suite 910
Newark, NJ 07102
mconnolly@cozen.com

Gregory Eisenstark, Esq.
Cozen O'Connor
One Gateway Center, Suite 910
Newark, NJ 07102
geisensentark@cozen.com

Lisa Gurkas
Cozen O'Connor
One Gateway Center, Suite 910
Newark, NJ 07102
lgurkas@cozen.com

GPU NUCLEAR

Gregory H. Halnon
President and Chief Nuclear Officer
GPU Nuclear, Inc.
c/o FirstEnergy Service Company
76 S Main St.
A-GO-18
Akron OH 44308
ghalnon@firstenergycorp.com

NJ BOARD OF PUBLIC UTILITIES

Aida Camacho-Welch, Secretary
N.J. Board of Public Utilities
44 South Clinton Avenue, 3rd Floor
P.O. Box 350
Trenton, NJ 08625-0350
board.secretary@bpu.nj.gov

Paul Flanagan, Executive Director
N.J. Board of Public Utilities
44 South Clinton Avenue, 10th Floor
P.O. Box 350
Trenton, NJ 08625-0350
paul.flanagan@bpu.nj.gov

Stacy Peterson
N.J. Board of Public Utilities
44 South Clinton Avenue
P.O. Box 350
Trenton, NJ 08625-0350
stacy.peterson@bpu.nj.gov

Abe Silverman
Chief Counsel
N.J. Board of Public Utilities
44 South Clinton Avenue, 9th Floor
P.O. Box 350
Trenton, NJ 08625-0350
abe.silverman@bpu.nj.gov

Kevin Moss
N.J. Board of Public Utilities
44 South Clinton Avenue
P.O. Box 350
Trenton, NJ 08625-0350
Kevin.Moss@bpu.nj.gov

Oneil Hamilton
N.J. Board of Public Utilities
44 South Clinton Avenue
P.O. Box 350
Trenton, NJ 08625-0350
Oneil.Hamilton@bpu.nj.gov

Sri Medicherla
N.J. Board of Public Utilities
44 South Clinton Avenue
P.O. Box 350
Trenton, NJ 08625-0350
Sri.Medicherla@bpu.nj.gov

David Brown
N.J. Board of Public Utilities
44 South Clinton Avenue
P.O. Box 350
Trenton, NJ 08625-0350
David.Brown@bpu.nj.gov

DIVISION OF RATE COUNSEL

Stefanie Brand, Director
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
sbrand@rpa.nj.gov

Brian O. Lipman, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
blipman@rpa.nj.gov

Kurt S. Lewandowski, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
klewando@rpa.nj.gov

David Wand
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
dwand@rpa.nj.gov

DIVISION OF RATE COUNSEL
(CONT'D)

Debora Layugan
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
dlayugan@rpa.nj.gov

Tylise Hyman
Division of Rate Counsel
140 East Front Street, 4th Floor
P. O. Box 003
Trenton, N.J. 08625
thyman@rpa.nj.gov

DEPT. OF LAW & PUBLIC SAFETY
– DIVISION OF LAW

Pamela Owen
Deputy Attorney General
Dept. of Law & Public Safety
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, NJ 07101
Pamela.Owen@law.njoag.gov

Matko Ilic
Deputy Attorney General
Dept. of Law & Public Safety
Division of Law
25 Market Street
P.O. Box 112
Trenton, NJ 08625
Matko.Ilic@law.njoag.gov

CLOSING DOCUMENTS

Exhibit 1

Prepared by and return to:
Lee Berner
Partner
Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
PIN 34-027-103

SPECIAL WARRANTY DEED

THIS DEED, made this 15th day of December, 2020, to be effective as of December 18, 2020, between METROPOLITAN EDISON COMPANY, a Pennsylvania corporation ("MetEd"), with an address at 2800 Pottsville Pike, Reading, Berks County, PA 19605, JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey corporation ("JCP&L"), with an address at 300 Madison Avenue, Morristown, Morris County, NJ 07962, and PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation ("Penelec," and together with MetEd and JCP&L, individually and collectively hereinafter referred to as, the "Grantor"), with an address at 5404 Evans Road, Erie, Erie County, PA 16509, and TMI-2 SOLUTIONS, LLC, a Delaware limited liability company (hereinafter referred to as "Grantee"), with an address at 299 South Main Street, Suite #1700, Salt Lake City; Salt Lake county, Utah 84111.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant, and convey with covenants of Special Warranty unto Grantee, its successors and assigns, an undivided 100% interest in and to all that certain tract or parcel of land situated in Londonderry Township, Dauphin County, Pennsylvania, together with all buildings and improvements thereon and appurtenances thereto.

SAID tract or parcel of land being more particularly bounded and described as described on Exhibit "A" attached hereto and forming a part hereof.

Being a portion of the same property which Metropolitan Edison Company, a Pennsylvania corporation by deed dated February 19, 1976 and recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania in Book M-62, Page 899 granted and conveyed to MetEd, JCP&L and Penelec and being further identified as Tax Parcel I.D. Number(s) 34-027-103-000-0000.

TOGETHER WITH any oil, natural gas and other liquid and gaseous hydrocarbon, coal and any other mineral rights in, on and under the herein described parcel of land; provided, however, that no warranty under this Deed shall apply to mineral rights conveyed by this Deed.

TOGETHER WITH, those certain easements benefiting the land on Exhibit "A" attached hereto more fully described in that certain Easement, License and Attachment Agreement, dated December 20, 1999, as set forth in Record Book 3576, Page 108, by and among JCP&L, MetEd, Penelec and Amergen Energy Company, LLC, as amended by that certain First Amendment dated August 14, 2015, as set forth in Instrument No. 20150020722, by and among JCP&L, MetEd, Penelec and Exelon Generation Company, LLC and as further amended by that certain Second Amendment recorded concurrently herewith.

This conveyance is made subject to all prior out conveyances, exceptions, easements, rights of way, restrictions, reservations, and encumbrances affecting any of said property or facilities hereby conveyed that are of record in the Recorders Office in and for Londonderry Township, Dauphin County, Pennsylvania, or otherwise appertaining to said property.

RESERVING, HOWEVER, unto Grantor, its successors and assigns, an easement and right of way, together with rights and privileges hereinafter set forth (the "Easement"), for lines for the transmission and distribution of electric current and energy related services, including communication and other related facilities, whether overhead or underground as now or to be located in the future, at the sole discretion of the Grantor, its successors and assigns, upon, over, under, across and along the herein-conveyed property, said Easements more fully described as follows:

Easement, License and Attachment Agreement, dated December 20, 1999, by and among JCP&L, MetEd, Penelec and AmerGen Energy Company, LLC, a Delaware limited liability company.

The Easement(s) herein reserved shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under, across and along the above-described Easement(s) across all necessary structures, wires, and cables used for or in connection with the transmission and distribution of electric current and energy related services, including communications, together with the right to install any necessary guy wires, anchors and other usual fixtures and appurtenances within or adjacent to the Easement(s) herein reserved wherever necessary and the right of reasonable ingress and egress upon, over and across the herein-conveyed property for access to and from said Easement(s), together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantor, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the Easement(s). Grantor shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said Easement(s), other than vegetation that is produced for agricultural purposes, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantor's facilities or ingress or egress to, from, or along said Easement(s).

Except as provided herein, Grantee shall have the right to use the land encumbered by the Easement(s) in any manner that is not inconsistent with the rights reserved unto Grantor by said Easement(s) and provided that said use does not violate the National Electrical Safety Code clearances. Grantee agrees that no building, obstruction or impediment of any kind shall be placed within said Easement(s) or between said structures or beneath said wires. Grantor shall have the full authority and right, in its sole discretion, to remove, or to compel the removal, of any buildings or other structures within the Easement(s) that, in the opinion of the Grantor, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantor's facilities or with ingress or egress to, from, or along the Easement(s). To the extent that any buildings or other structures

within the Easement(s) must be removed under the terms of the Easement, Grantees and their successors shall be solely responsible for the cost of removing said buildings or other structures from the Easement(s), and any damages arising therefrom.

The parties hereto acknowledge that any right of Grantor to trim, remove and/or clear any trees, underbrush, vegetation or other buildings or structures as set forth herein, does not create or place a duty upon Grantor to do so, or shift any duty that the Grantees owe to the Grantor, any third party and/or the general public.

[Signature Pages Follow]

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY, JERSEY CENTRAL POWER & LIGHT COMPANY have caused its corporate name to be signed hereto, and its corporate seal, duly attested, to be affixed hereto, by its proper officers thereunto duly authorized, all as of the day and year first above written.

GRANTORS

By William R. Beach
William R. Beach

Its: Director, Real Estate for
FirstEnergy Service Company on behalf of
METROPOLITAN EDISON COMPANY
PENNSYLVANIA ELECTRIC COMPANY
JERSEY CENTRAL POWER & LIGHT COMPANY,

STATE OF OHIO)
Portage) SS:
COUNTY OF ~~SUMMIT~~)

The foregoing instrument was acknowledged before me this 15th day of December, 2020 by William R. Beach, Director, Real Estate for FirstEnergy Service Company on behalf of METROPOLITAN EDISON COMPANY, a Pennsylvania corporation, JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey corporation, and PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation.



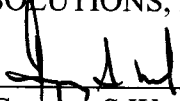
AGATHA WESTBROOK SMITHERS
Notary Public
State of Ohio
My Comm. Expires
January 26, 2026

Agatha Westbrook Smithers
Notary Public

[Additional Signature Page Follows]

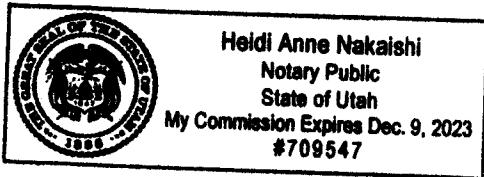
GRANTEE

TMI-2 SOLUTIONS, LLC

By 
Gregory S Wood, CFO

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15th day of December, 2020, by Gregory S. Wood, CFO, on behalf of TMI-2 SOLUTIONS, LLC, a Delaware limited liability company, on behalf of the company.




Notary Public

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is:

299 South Main, Suite 1700
Salt Lake City, UT 84111

Please mail the original of this document to:

TMI-2 Solutions, LLC
299 South Main, Suite 1700
Salt Lake City, UT 84111
Attn: Russ Workman, GC

EXHIBIT "A"**LEGAL DESCRIPTIONS****PARCEL "A"****THREE MILE ISLAND
UNIT 2 DECOMMISSIONING****in****Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "A" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 13.16481 seconds North and a longitude of 076 degrees 43 minutes 31.12849 seconds West, said point being the existing or former southeasterly corner of Building Number 12A, now or formerly known as the Diesel Generator Building for Unit 2, said point being on the west side of the existing or former Fuel Handling Building for said Unit 2; thence run along the south side of existing or former Building 12A, North 89 degrees 45 minutes 45 seconds West, a distance of 24.18 feet to a point; thence run South 00 degrees 14 minutes 15 seconds West, a distance of 6.98 feet to a point; thence run North 89 degrees 45 minutes 45 seconds West, a distance of 17.11 feet to a point; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 6.98 feet to a point; thence run North 89 degrees 45 minutes 45 seconds West, a distance of 32.21 feet to a point at or near the existing or former southwest corner of said Building 12A; thence run along the west building line of the same, North 00 degrees 14 minutes 15 seconds East, a distance of 100.04 feet to a point; thence run North 89 degrees 45 minutes 45 seconds West, a distance of 2.93 feet to a point; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 14.11 feet to a point at the existing or former northwest corner of said Building 12A; thence run along the north face of the same, South 89 degrees 45 minutes 45 seconds East, a distance of 16.92 feet to a point; thence run South 00 degrees 14 minutes 15 seconds West, a distance of 10.79 feet to a point; thence run South 89 degrees 45 minutes 45 seconds East, a distance of 16.69 feet to a point; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 10.79 feet to a point; thence run South 89 degrees 45 minutes 45 seconds East, a distance of 17.02 feet to a point; thence run South 00 degrees 14 minutes 15 seconds West, a distance of 10.79 feet to a point; thence run South 89 degrees 45 minutes 45 seconds East, a distance of 20.66

feet to a point; thence departing existing or former Building 12A, run North 00 degrees 14 minutes 15 seconds East, a distance of 25.76 feet to a point on or near the west line of the existing or former Fuel Handling Building for Unit 2; thence run along said existing or former building, North 89 degrees 45 minutes 45 seconds West, a distance of 5.44 feet to a point; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 3.00 feet to a point on said existing or former building line; thence departing said west line, run along existing or former Building Number 4, of Unit 1, or the interior building line, or its former location, between Unit 1 and Unit 2 facilities, South 89 degrees 45 minutes 45 seconds East, a distance of 80.03 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 6.32 feet to a point at the existing or former northwest corner of the Auxiliary Building of Unit 2; thence run along the north line of said existing or former Auxiliary Building, South 89 degrees 55 minutes 27 seconds East, a distance of 96.49 feet to a point; thence run North 00 degrees 04 minutes 33 seconds East, a distance of 12.12 feet to a point; thence run South 89 degrees 55 minutes 27 seconds East, a distance of 17.41 feet to a point; thence run South 00 degrees 04 minutes 33 seconds East, a distance of 50.04 feet to a point on the existing or former exterior building line of said Auxiliary Building for Unit 2; thence run South 89 degrees 55 minutes 27 seconds East, a distance of 5.15 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 5.85 feet to a point; thence run North 89 degrees 55 minutes 27 seconds West, a distance of 5.27 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 6.66 feet to a point; thence run North 89 degrees 55 minutes 27 seconds West, a distance of 6.80 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 81.63 feet to a point; thence departing said existing or former building line, run along the Borated Water Storage Tank facilities, as it now or formerly stands, South 89 degrees 55 minutes 27 seconds East, a distance of 68.54 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 62.20 feet to a point; thence run North 89 degrees 55 minutes 27 seconds West, a distance of 52.79 feet to a point on the existing or former building line of said Auxiliary Building for Unit 2; thence run along an angled line, South 29 degrees 43 minutes 50 seconds East, a distance of 22.42 feet to a point on or near the, existing or former, northerly building line; thence run South 89 degrees 55 minutes 27 seconds East, a distance of 44.61 feet to a point; thence run along the east side of existing or former Control Building for Unit 2, South 00 degrees 04 minutes 33 seconds West, a distance of 47.00 feet to a point; thence run North 89 degrees 58 minutes 21 seconds East, a distance of 5.49 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 34.63 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 5.52 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 62.61 feet to a point; thence departing said existing or former building line, run North 89 degrees 58 minutes 21 seconds East, a distance of 9.91 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 128.67 feet to a point; thence run North 89 degrees 58 minutes 21 seconds East, a distance of 58.21 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East,

a distance of 104.26 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 163.68 feet to a point; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 52.43 feet to a point on the south side of existing or former Turbine Building for Unit 2; thence run along or near the existing or former south building line, South 89 degrees 58 minutes 21 seconds West, a distance of 18.31 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 52.41 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 59.65 feet to a point; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 35.82 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 44.12 feet to a point; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 16.56 feet to a point on the aforementioned south side of existing or former Turbine Building for Unit 2; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 48.93 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 40.74 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 27.60 feet to a point; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 40.73 feet to a point on the aforementioned south side of existing or former Turbine Building for Unit 2; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 41.59 feet to the southwest corner of said existing or former Turbine Building; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 260.69 feet to a point; thence run North 30 degrees 09 minutes 25 seconds West, a distance of 40.96 feet to a point; thence run North 59 degrees 50 minutes 35 seconds East, a distance of 21.18 feet to a point; thence run South 30 degrees 09 minutes 25 seconds East, a distance of 45.10 feet to a point on or near the face of existing or former Reactor Building for Unit 2; thence run North 59 degrees 50 minutes 35 seconds East, a distance of 17.47 feet to a point at the beginning of a non-tangent curve to the right and concave in an easterly direction, said curve having a central angle of 17 degrees 10 minutes 39 seconds, a radius of 76.65 feet, and a chord bearing and distance of North 04 degrees 53 minutes 41 seconds East, 22.89 feet; thence run along the arc of said curve and existing or former foundation line of said Reactor Building, a distance of 22.98 feet to a point; thence departing said existing or former foundation line and Reactor Building, run North 45 degrees 02 minutes 16 seconds West, a distance of 42.92 feet to a point; thence run North 44 degrees 57 minutes 44 seconds East, a distance of 38.90 feet to a point; thence run South 89 degrees 45 minutes 45 seconds East, a distance of 52.80 feet to a point on or near the west side of said existing or former Fuel Handling Building for Unit 2; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 56.44 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 4.150 acres (180,780 square feet).

The foregoing legal description is the same real property identified and described as Exception 1 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

PARCEL "B"

**THREE MILE ISLAND
UNIT 2 DECOMMISSIONING
in
Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "B" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 12.49354 seconds North and a longitude of 076 degrees 43 minutes 27.57017 seconds West, said point lies North 46 degrees 25 minutes 28 seconds West at a distance of 25.44 feet from the center of the existing or former location of the Air Intake structure as it stood at the time of aforementioned survey, said point lying approximately 13 feet east of the east side of concrete sidewalk on the east side of the Auxiliary Building and Borated Water Storage Tank for Unit 2, said Air Intake structure having a diameter of 35 feet, more or less; thence run around said Air Intake structure, South 89 degrees 55 minutes 27 seconds East, a distance of 40.51 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 35.12 feet to a point; thence run North 89 degrees 55 minutes 27 seconds West, a distance of 40.51 feet to a point; thence run North 00 degrees 04 minutes 33 seconds East, a distance of 35.12 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 0.033 acres (1,423 square feet).

The foregoing legal description is the same real property identified and described as Exception 2 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

PARCEL "C"

**THREE MILE ISLAND
UNIT 2 DECOMMISSIONING
in
Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "C" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 07.23041 seconds North and a longitude of 076 degrees 43 minutes 29.66657 seconds West, said point being at a corner of the, existing or former, Circulating Water Pump House, as it stood at the time of aforementioned survey, now or formerly known as Building Number 231, being the most westerly corner of said building; thence run along the existing or former building line the following four (4) courses: (1) North 76 degrees 08 minutes 56 seconds East, a distance of 31.78 feet to a point; (2) North 13 degrees 51 minutes 04 seconds West, a distance of 73.90 feet to a point; (3) North 76 degrees 08 minutes 56 seconds East, a distance of 32.25 feet to a point; (4) South 13 degrees 51 minutes 04 seconds East, a distance of 34.48 feet to a point on said existing or former building line; thence departing said existing or former building line, run North 76 degrees 08 minutes 56 seconds East, a distance of 58.22 feet to a point; thence run along the north side of a concrete pad, as it stood at the time of aforementioned survey, South 78 degrees 23 minutes 15 seconds East, a distance of 48.50 feet to a point; thence run along the east side of the same, South 11 degrees 36 minutes 45 seconds West, a distance of 23.15 feet to a point at the southeast corner of a foundation wall, as it stood at the time of aforementioned survey; thence run South 65 degrees 52 minutes 24 seconds West, a distance of 79.95 feet to a point on or near the existing or former east face of a raised concrete platform on the east side of said Circulating Water Pump House; thence run South 24 degrees 07 minutes 36 seconds East, a distance of 122.13 feet to a point; thence run North 65 degrees 52 minutes 24 seconds East, a distance of 114.56 feet to a point, having passed by the northerly side of the Chlorinator

House, as it stood at the time of aforementioned survey, now or formerly known as Building Number 232; thence on a curve turning to the right, having a radius of 190.83 feet, a chord bearing and distance of North 13 degrees 15 minutes 56 seconds East, 62.44 feet; thence run along the arc of said curve, along the exterior of Cooling Tower A of Unit 2, as it stood at the time of aforementioned survey, a distance of 62.73 feet to a point; thence run North 65 degrees 16 minutes 22 seconds West, a distance of 6.14 feet to a point; thence run North 24 degrees 43 minutes 38 seconds East, a distance of 15.05 feet to a point; thence run South 65 degrees 16 minutes 22 seconds East, a distance of 6.20 feet to a point at the beginning of a curve to the right, concave in a westerly direction, said curve having a radius of 190.83 feet, a central angle of 275 degrees 06 minutes 59 seconds, and a chord bearing and distance of South 15 degrees 14 minutes 23 seconds East, 257.56 feet; thence run along the arc of said curve, a distance of 916.31 feet to a point; thence run South 36 degrees 24 minutes 46 seconds West, a distance of 6.75 feet to a point; thence run North 57 degrees 23 minutes 09 seconds West, a distance of 11.06 feet to a point; thence run South 65 degrees 50 minutes 57 seconds West, a distance of 62.58 feet to a point at the southwest corner of a concrete flume, as it stood at the time of aforementioned survey; thence run along said flume, North 24 degrees 09 minutes 03 seconds West, a distance of 84.97 feet to a point; thence run South 65 degrees 50 minutes 57 seconds West, a distance of 176.09 feet to a point at the beginning of a curve to the right, said curve having a radius of 190.95 feet, a central angle of 25 degrees 46 minutes 36 seconds, a chord bearing and distance of South 06 degrees 11 minutes 29 seconds East, 85.18 feet; thence run along the arc of said curve and along the exterior of Cooling Tower B of Unit 2, as it stood at the time of aforementioned survey, a distance of 85.91 feet to a point; thence run South 81 degrees 52 minutes 10 seconds East, a distance of 6.82 feet to a point; thence run South 08 degrees 07 minutes 50 seconds West, a distance of 10.18 feet to a point; thence run North 81 degrees 52 minutes 08 seconds West, a distance of 6.84 feet to a point at the beginning of a curve to the right, said curve having a radius of 190.95 feet, a central angle of 275 degrees 12 minutes 09 seconds, a chord bearing and distance of North 32 degrees 38 minutes 49 seconds East, 257.51 feet; thence run along the arc of said curve and along said existing or former exterior of Cooling Tower B of Unit 2, a distance of 917.17 feet to a point; thence run North 16 degrees 42 minutes 08 seconds East, a distance of 6.04 feet to a point; thence run South 73 degrees 17 minutes 52 seconds East,

a distance of 15.18 feet to a point; thence run South 16 degrees 42 minutes 08 seconds West, a distance of 6.18 feet to a point at the beginning of a curve to the right, said curve having a radius of 190.95 feet, a central angle of 14 degrees 55 minutes 09 seconds, a chord bearing and distance of South 63 degrees 01 minutes 48 seconds East, 49.58 feet; thence run along the arc of said curve and along said existing or former exterior of Cooling Tower B of Unit 2, a distance of 49.72 feet to a point; thence run North 65 degrees 47 minutes 42 seconds East, a distance of 55.29 feet to a point at the northeast corner of a concrete flume, as it stood at the time of aforementioned survey; thence run North 13 degrees 51 minutes 04 seconds West, a distance of 142.26 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 6.377 acres (277,793 square feet).

The foregoing legal description is the same real property identified and described as Exception 5 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

PARCEL "D"

**THREE MILE ISLAND
UNIT 2 DECOMMISSIONING
in
Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "D" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 03.69926 seconds North and a longitude of 076 degrees 43 minutes 20.28521 seconds West, said point lies South 27 degrees 58 minutes 47 seconds East at a distance of 34.95 feet, more or less, from the northwest corner of existing or former metal inlet grate (aerial control point #108), southeast of Cooling Tower A of Unit 2, as it stood at the time of aforementioned survey; thence run along or near the outside of an existing or former chain link perimeter fence that encloses an outdoor storage area and over the east side of another existing or former perimeter fence on the east side of Three Mile Island, North 89 degrees 19 minutes 16 seconds East, a distance of 140.13 feet to a point; thence run along the east side of said existing or former chain link perimeter fence, South 08 degrees 51 minutes 20 seconds West, a distance of 132.35 feet to a point; thence run South 00 degrees 13 minutes 27 seconds West, a distance of 228.00 feet to a point at the southeast corner of herein described land; thence crossing over said existing or former perimeter fence, run North 89 degrees 52 minutes 58 seconds West, a distance of 207.15 feet to a point, being the southwest corner of herein described land; thence run along or near the west side of said existing or former storage area, North 30 degrees 54 minutes 10 seconds East, a distance of 167.72 feet to a point; thence run North 00 degrees 10 minutes 29 seconds East, a distance of 115.71 feet to a point southwest of an existing or former fence corner; thence run North 85 degrees 24 minutes 48 seconds West, a distance of 18.49 feet to a point; thence run North 11 degrees 57 minutes 01 seconds East, a distance of 97.70 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 1.189 acres (517,899 square feet).

The foregoing legal description is the same real property identified and described as Exception 6 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

PARCEL "E"

**THREE MILE ISLAND
UNIT 2 DECOMMISSIONING
in
Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "E" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 08.98258 seconds North and a longitude of 076 degrees 43 minutes 36.68945 seconds West, said point being at the northwest corner of an existing or former concrete pad, being the most northwesterly corner of the Mechanical Draft Cooling Tower Basin facility as it stood at the time of aforementioned survey, lying on the west side of Three Mile Island; thence run along the north side of said existing or former concrete pad, North 89 degrees 58 minutes 21 seconds East, a distance of 61.13 feet to a point; thence run along the east side of existing or former concrete pad, South 00 degrees 01 minutes 39 seconds East, a distance of 23.23 feet to a point at a corner of said concrete; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 8.23 feet to a point; thence run along the east side of concrete basin wall and extending past the southeast corner of said wall, as it stood at the time of aforementioned survey, South 00 degrees 01 minutes 39 seconds East, a distance of 128.42 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 58.81 feet to a point, being the most southwesterly corner of herein described land; thence run along or near the west side of said existing or former concrete basin wall, North 00 degrees 01 minutes 39 seconds West, a distance of 20.55 feet to a point; thence run North 89 degrees 58 minutes 21 seconds East, a distance of 5.92 feet to a point; thence continue along or near the west side of said existing or former wall and extending along the west side of first mentioned concrete pad, run North 00 degrees 01 minutes 39 seconds West, a distance of 131.11 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 0.191 acres (8,335 square feet).

The foregoing legal description is the same real property identified and described as Exception 7 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

RE pennsylvania
DEPARTMENT OF REVENUE (EX) MOD 06-19 (F1)

1830019105

RECORDER'S USE ONLY

REV-183
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid:	
Book:	Page:
Instrument Number:	
Date Recorded:	

SECTION I TRANSFER DATA

Date of Acceptance of Document								
Grantor(s)/Lessor(s) See attached Exhibit A		Telephone Number		Grantee(s)/Lessee(s) TMI-2 SOLUTIONS, LLC		Telephone Number		
Mailing Address				Mailing Address 299 South Main Street, Suite #1700				
City		State	ZIP Code		City Salt Lake City		State UT	ZIP Code 84111

SECTION II REAL ESTATE LOCATION

Street Address See legal description attached as Exhibit B			City, Township, Borough Londonderry Township		
County Dauphin		School District		Tax Parcel Number 34-027-103	

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value 0.00	5. Common Level Ratio Factor x 0	6. Computed Value = 0.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
---------------------------------------	--	--

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. _____
(Name of Decedent) _____ (Estate File Number) _____
 - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
 - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
 - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)
The true and complete value of the property transferred is \$100 or less. 61 PA. Code Section 91.193 (b)(21)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name TMI-2 SOLUTIONS, LLC <i>ATTN: Russ Workman</i>			Telephone Number <i>801-303-0195</i>	
Mailing Address 299 South Main Street, Suite #1700		City Salt Lake City	State UT	ZIP Code 84111

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party *[Signature]* Date *12/16/20*

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

EXHIBIT "A"

GRANTORS

METROPOLITAN EDISON COMPANY, a Pennsylvania corporation, 2800 Pottsville Pike, Reading, Berks County, PA 19605;

JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey corporation, 300 Madison Avenue, Morristown, Morris County, NJ 07962, and

PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation, 5404 Evans Road, Erie, Erie County, PA 16509

EXHIBIT "B"**LEGAL DESCRIPTIONS****PARCEL "A"****THREE MILE ISLAND
UNIT 2 DECOMMISSIONING****in****Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "A" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 13.16481 seconds North and a longitude of 076 degrees 43 minutes 31.12849 seconds West, said point being the existing or former southeasterly corner of Building Number 12A, now or formerly known as the Diesel Generator Building for Unit 2, said point being on the west side of the existing or former Fuel Handling Building for said Unit 2; thence run along the south side of existing or former Building 12A, North 89 degrees 45 minutes 45 seconds West, a distance of 24.18 feet to a point; thence run South 00 degrees 14 minutes 15 seconds West, a distance of 6.98 feet to a point; thence run North 89 degrees 45 minutes 45 seconds West, a distance of 17.11 feet to a point; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 6.98 feet to a point; thence run North 89 degrees 45 minutes 45 seconds West, a distance of 32.21 feet to a point at or near the existing or former southwest corner of said Building 12A; thence run along the west building line of the same, North 00 degrees 14 minutes 15 seconds East, a distance of 100.04 feet to a point; thence run North 89 degrees 45 minutes 45 seconds West, a distance of 2.93 feet to a point; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 14.11 feet to a point at the existing or former northwest corner of said Building 12A; thence run along the north face of the same, South 89 degrees 45 minutes 45 seconds East, a distance of 16.92 feet to a point; thence run South 00 degrees 14 minutes 15 seconds West, a distance of 10.79 feet to a point; thence run South 89 degrees 45 minutes 45 seconds East, a distance of 16.69 feet to a point; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 10.79 feet to a point; thence run South 89 degrees 45 minutes 45 seconds East, a distance of 17.02 feet to a point; thence run South 00 degrees 14 minutes 15 seconds West, a distance of 10.79 feet to a point; thence run South

89 degrees 45 minutes 45 seconds East, a distance of 20.66 feet to a point; thence departing existing or former Building 12A, run North 00 degrees 14 minutes 15 seconds East, a distance of 25.76 feet to a point on or near the west line of the existing or former Fuel Handling Building for Unit 2; thence run along said existing or former building, North 89 degrees 45 minutes 45 seconds West, a distance of 5.44 feet to a point; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 3.00 feet to a point on said existing or former building line; thence departing said west line, run along existing or former Building Number 4, of Unit 1, or the interior building line, or its former location, between Unit 1 and Unit 2 facilities, South 89 degrees 45 minutes 45 seconds East, a distance of 80.03 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 6.32 feet to a point at the existing or former northwest corner of the Auxiliary Building of Unit 2; thence run along the north line of said existing or former Auxiliary Building, South 89 degrees 55 minutes 27 seconds East, a distance of 96.49 feet to a point; thence run North 00 degrees 04 minutes 33 seconds East, a distance of 12.12 feet to a point; thence run South 89 degrees 55 minutes 27 seconds East, a distance of 17.41 feet to a point; thence run South 00 degrees 04 minutes 33 seconds East, a distance of 50.04 feet to a point on the existing or former exterior building line of said Auxiliary Building for Unit 2; thence run South 89 degrees 55 minutes 27 seconds East, a distance of 5.15 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 5.85 feet to a point; thence run North 89 degrees 55 minutes 27 seconds West, a distance of 5.27 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 6.66 feet to a point; thence run North 89 degrees 55 minutes 27 seconds West, a distance of 6.80 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 81.63 feet to a point; thence departing said existing or former building line, run along the Borated Water Storage Tank facilities, as it now or formerly stands, South 89 degrees 55 minutes 27 seconds East, a distance of 68.54 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 62.20 feet to a point; thence run North 89 degrees 55 minutes 27 seconds West, a distance of 52.79 feet to a point on the existing or former building line of said Auxiliary Building for Unit 2; thence run along an angled line, South 29 degrees 43 minutes 50 seconds East, a distance of 22.42 feet to a point on or near the, existing or former, northerly building line; thence run South 89 degrees 55 minutes 27 seconds East, a distance of 44.61 feet to a point; thence run along the east side of existing or former Control Building for Unit 2, South 00 degrees 04 minutes 33 seconds West, a distance of 47.00 feet to a point; thence run North 89 degrees 58 minutes 21 seconds East, a distance of 5.49 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 34.63 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 5.52 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 62.61 feet to a point; thence departing said existing or former building line, run North 89 degrees 58 minutes 21 seconds East, a distance of 9.91 feet to a point; thence run South 00 degrees 01 minutes 39

seconds East, a distance of 128.67 feet to a point; thence run North 89 degrees 58 minutes 21 seconds East, a distance of 58.21 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 104.26 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 163.68 feet to a point; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 52.43 feet to a point on the south side of existing or former Turbine Building for Unit 2; thence run along or near the existing or former south building line, South 89 degrees 58 minutes 21 seconds West, a distance of 18.31 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 52.41 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 59.65 feet to a point; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 35.82 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 44.12 feet to a point; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 16.56 feet to a point on the aforementioned south side of existing or former Turbine Building for Unit 2; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 48.93 feet to a point; thence run South 00 degrees 01 minutes 39 seconds East, a distance of 40.74 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 27.60 feet to a point; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 40.73 feet to a point on the aforementioned south side of existing or former Turbine Building for Unit 2; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 41.59 feet to the southwest corner of said existing or former Turbine Building; thence run North 00 degrees 01 minutes 39 seconds West, a distance of 260.69 feet to a point; thence run North 30 degrees 09 minutes 25 seconds West, a distance of 40.96 feet to a point; thence run North 59 degrees 50 minutes 35 seconds East, a distance of 21.18 feet to a point; thence run South 30 degrees 09 minutes 25 seconds East, a distance of 45.10 feet to a point on or near the face of existing or former Reactor Building for Unit 2; thence run North 59 degrees 50 minutes 35 seconds East, a distance of 17.47 feet to a point at the beginning of a non-tangent curve to the right and concave in an easterly direction, said curve having a central angle of 17 degrees 10 minutes 39 seconds, a radius of 76.65 feet, and a chord bearing and distance of North 04 degrees 53 minutes 41 seconds East, 22.89 feet; thence run along the arc of said curve and existing or former foundation line of said Reactor Building, a distance of 22.98 feet to a point; thence departing said existing or former foundation line and Reactor Building, run North 45 degrees 02 minutes 16 seconds West, a distance of 42.92 feet to a point; thence run North 44 degrees 57 minutes 44 seconds East, a distance of 38.90 feet to a point; thence run South 89 degrees 45 minutes 45 seconds East, a distance of 52.80 feet to a point on or near the west side of said existing or former Fuel Handling Building for Unit 2; thence run North 00 degrees 14 minutes 15 seconds East, a distance of 56.44 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 4.150 acres (180,780 square feet).

The foregoing legal description is the same real property identified and described as Exception 1 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

PARCEL "B"

**THREE MILE ISLAND
UNIT 2 DECOMMISSIONING
in
Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "B" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 12.49354 seconds North and a longitude of 076 degrees 43 minutes 27.57017 seconds West, said point lies North 46 degrees 25 minutes 28 seconds West at a distance of 25.44 feet from the center of the existing or former location of the Air Intake structure as it stood at the time of aforementioned survey, said point lying approximately 13 feet east of the east side of concrete sidewalk on the east side of the Auxiliary Building and Borated Water Storage Tank for Unit 2, said Air Intake structure having a diameter of 35 feet, more or less; thence run around said Air Intake structure, South 89 degrees 55 minutes 27 seconds East, a distance of 40.51 feet to a point; thence run South 00 degrees 04 minutes 33 seconds West, a distance of 35.12 feet to a point; thence run North 89 degrees 55 minutes 27 seconds West, a distance of 40.51 feet to a point; thence run North 00 degrees 04 minutes 33 seconds East, a distance of 35.12 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 0.033 acres (1,423 square feet).

The foregoing legal description is the same real property identified and described as Exception 2 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

PARCEL "C"

**THREE MILE ISLAND
UNIT 2 DECOMMISSIONING**

**in
Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "C" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 07.23041 seconds North and a longitude of 076 degrees 43 minutes 29.66657 seconds West, said point being at a corner of the, existing or former, Circulating Water Pump House, as it stood at the time of aforementioned survey, now or formerly known as Building Number 231, being the most westerly corner of said building; thence run along the existing or former building line the following four (4) courses: (1) North 76 degrees 08 minutes 56 seconds East, a distance of 31.78 feet to a point; (2) North 13 degrees 51 minutes 04 seconds West, a distance of 73.90 feet to a point; (3) North 76 degrees 08 minutes 56 seconds East, a distance of 32.25 feet to a point; (4) South 13 degrees 51 minutes 04 seconds East, a distance of 34.48 feet to a point on said existing or former building line; thence departing said existing or former building line, run North 76 degrees 08 minutes 56 seconds East, a distance of 58.22 feet to a point; thence run along the north side of a concrete pad, as it stood at the time of aforementioned survey, South 78 degrees 23 minutes 15 seconds East, a distance of 48.50 feet to a point; thence run along the east side of the same, South 11 degrees 36 minutes 45 seconds West, a distance of 23.15 feet to a point at the southeast corner of a foundation wall, as it stood at the time of aforementioned survey; thence run South 65 degrees 52 minutes 24 seconds West, a distance of 79.95 feet to a point on or near the existing or former east face of a raised concrete platform on the east side of said Circulating Water Pump House; thence run South 24 degrees 07 minutes 36 seconds East, a distance of 122.13 feet to a point; thence run North 65 degrees 52 minutes 24 seconds East, a distance of 114.56 feet to a point, having

passed by the northerly side of the Chlorinator House, as it stood at the time of aforementioned survey, now or formerly known as Building Number 232; thence on a curve turning to the right, having a radius of 190.83 feet, a chord bearing and distance of North 13 degrees 15 minutes 56 seconds East, 62.44 feet; thence run along the arc of said curve, along the exterior of Cooling Tower A of Unit 2, as it stood at the time of aforementioned survey, a distance of 62.73 feet to a point; thence run North 65 degrees 16 minutes 22 seconds West, a distance of 6.14 feet to a point; thence run North 24 degrees 43 minutes 38 seconds East, a distance of 15.05 feet to a point; thence run South 65 degrees 16 minutes 22 seconds East, a distance of 6.20 feet to a point at the beginning of a curve to the right, concave in a westerly direction, said curve having a radius of 190.83 feet, a central angle of 275 degrees 06 minutes 59 seconds, and a chord bearing and distance of South 15 degrees 14 minutes 23 seconds East, 257.56 feet; thence run along the arc of said curve, a distance of 916.31 feet to a point; thence run South 36 degrees 24 minutes 46 seconds West, a distance of 6.75 feet to a point; thence run North 57 degrees 23 minutes 09 seconds West, a distance of 11.06 feet to a point; thence run South 65 degrees 50 minutes 57 seconds West, a distance of 62.58 feet to a point at the southwest corner of a concrete flume, as it stood at the time of aforementioned survey; thence run along said flume, North 24 degrees 09 minutes 03 seconds West, a distance of 84.97 feet to a point; thence run South 65 degrees 50 minutes 57 seconds West, a distance of 176.09 feet to a point at the beginning of a curve to the right, said curve having a radius of 190.95 feet, a central angle of 25 degrees 46 minutes 36 seconds, a chord bearing and distance of South 06 degrees 11 minutes 29 seconds East, 85.18 feet; thence run along the arc of said curve and along the exterior of Cooling Tower B of Unit 2, as it stood at the time of aforementioned survey, a distance of 85.91 feet to a point; thence run South 81 degrees 52 minutes 10 seconds East, a distance of 6.82 feet to a point; thence run South 08 degrees 07 minutes 50 seconds West, a distance of 10.18 feet to a point; thence run North 81 degrees 52 minutes 08 seconds West, a distance of 6.84 feet to a point at the beginning of a curve to the right, said curve having a radius of 190.95 feet, a central angle of 275 degrees 12 minutes 09 seconds, a chord bearing and distance of North 32 degrees 38 minutes 49 seconds East, 257.51 feet; thence run along the arc of said curve and along said existing or former exterior of Cooling Tower B of Unit 2, a distance of 917.17 feet to a point; thence run North 16 degrees 42

minutes 08 seconds East, a distance of 6.04 feet to a point; thence run South 73 degrees 17 minutes 52 seconds East, a distance of 15.18 feet to a point; thence run South 16 degrees 42 minutes 08 seconds West, a distance of 6.18 feet to a point at the beginning of a curve to the right, said curve having a radius of 190.95 feet, a central angle of 14 degrees 55 minutes 09 seconds, a chord bearing and distance of South 63 degrees 01 minutes 48 seconds East, 49.58 feet; thence run along the arc of said curve and along said existing or former exterior of Cooling Tower B of Unit 2, a distance of 49.72 feet to a point; thence run North 65 degrees 47 minutes 42 seconds East, a distance of 55.29 feet to a point at the northeast corner of a concrete flume, as it stood at the time of aforementioned survey; thence run North 13 degrees 51 minutes 04 seconds West, a distance of 142.26 feet to the **POINT OF BEGINNING.**

ABOVE DESCRIBED LAND CONTAINING an area of 6.377 acres (277,793 square feet).

The foregoing legal description is the same real property identified and described as Exception 5 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

PARCEL "D"

**THREE MILE ISLAND
UNIT 2 DECOMMISSIONING**

in
**Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "D" and being more particularly described as follows:

From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 03.69926 seconds North and a longitude of 076 degrees 43 minutes 20.28521 seconds West, said point lies South 27 degrees 58 minutes 47 seconds East at a distance of 34.95 feet, more or less, from the northwest corner of existing or former metal inlet grate (aerial control point #108), southeast of Cooling Tower A of Unit 2, as it stood at the time of aforementioned survey; thence run along or near the outside of an existing or former chain link perimeter fence that encloses an outdoor storage area and over the east side of another existing or former perimeter fence on the east side of Three Mile Island, North 89 degrees 19 minutes 16 seconds East, a distance of 140.13 feet to a point; thence run along the east side of said existing or former chain link perimeter fence, South 08 degrees 51 minutes 20 seconds West, a distance of 132.35 feet to a point; thence run South 00 degrees 13 minutes 27 seconds West, a distance of 228.00 feet to a point at the southeast corner of herein described land; thence crossing over said existing or former perimeter fence, run North 89 degrees 52 minutes 58 seconds West, a distance of 207.15 feet to a point, being the southwest corner of herein described land; thence run along or near the west side of said existing or former storage area, North 30 degrees 54 minutes 10 seconds East, a distance of 167.72 feet to a point; thence run North 00 degrees 10 minutes 29 seconds East, a distance of 115.71 feet to a point southwest of an existing or former fence corner; thence run North 85 degrees 24 minutes 48 seconds West, a distance of 18.49 feet to a point; thence run North 11 degrees 57 minutes 01 seconds East, a distance of 97.70 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 1.189 acres (517,899 square feet).

The foregoing legal description is the same real property identified and described as Exception 6 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

PARCEL "E"

**THREE MILE ISLAND
UNIT 2 DECOMMISSIONING**

**in
Londonderry Township
Dauphin County, Pennsylvania**

ALL THAT CERTAIN tract or area of land situated on Three Mile Island, in Londonderry Township, Dauphin County, Pennsylvania, as shown on a Map of Boundary Survey of Three Mile Island-Unit 2 Decommissioning, Parcels "A" through "E" by D.C. Gohn Associates, Inc, Drawing No. CG-3034, Dated June 22, 2020, said tract or area being labeled and depicted as PARCEL "E" and being more particularly described as follows:

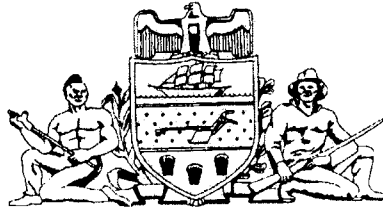
From a **POINT OF BEGINNING** having geographic coordinates with a latitude of 40 degrees 09 minutes 08.98258 seconds North and a longitude of 076 degrees 43 minutes 36.68945 seconds West, said point being at the northwest corner of an existing or former concrete pad, being the most northwesterly corner of the Mechanical Draft Cooling Tower Basin facility as it stood at the time of aforementioned survey, lying on the west side of Three Mile Island; thence run along the north side of said existing or former concrete pad, North 89 degrees 58 minutes 21 seconds East, a distance of 61.13 feet to a point; thence run along the east side of existing or former concrete pad, South 00 degrees 01 minutes 39 seconds East, a distance of 23.23 feet to a point at a corner of said concrete; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 8.23 feet to a point; thence run along the east side of concrete basin wall and extending past the southeast corner of said wall, as it stood at the time of aforementioned survey, South 00 degrees 01 minutes 39 seconds East, a distance of 128.42 feet to a point; thence run South 89 degrees 58 minutes 21 seconds West, a distance of 58.81 feet to a point, being the most southwesterly corner of herein described land; thence run along or near the west side of said existing or former concrete basin wall, North 00 degrees 01 minutes 39 seconds West, a distance of 20.55 feet to a point; thence run North 89 degrees 58 minutes 21 seconds East, a distance of 5.92 feet to a point; thence continue along or near the west side of said existing or former wall and extending along the west side of first mentioned concrete pad, run North 00 degrees 01 minutes 39 seconds West, a distance of 131.11 feet to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 0.191 acres (8,335 square feet).

The foregoing legal description is the same real property identified and described as Exception 7 in that certain Indenture dated as of December 2, 1999 as set forth in Record Book 3575, Page 609, as recorded in the land records of Dauphin County, Pennsylvania.

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy



Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

Recorder of Deeds

Harrisburg, Pennsylvania

CERTIFIED END PAGE

INSTRUMENT #: 20200036560
RECORD DATE: 12/21/2020 8:54:22 AM
RECORDED BY: SKREVSKY
DOC TYPE: DEED
AGENT: SIMPLIFILE
DIRECT NAME: METROPOLITAN EDISON COMPANY
INDIRECT NAME: TMI-2 SOLUTIONS, LLC

RECORDING FEES - State: \$0.50
RECORDING FEES - County: \$13.00
ACT 8 OF 1998: \$5.00
ADDITIONAL NAME FEE: \$56.00

LONDONDERRY TWP
LOWER DAUPHIN
AOPC: \$40.25
AFFORDABLE HOUSING: \$13.00

DEMOLITION: \$15.00

UPICount: 1
UPIFee: 20
UPIList: 34-027-103-000-0000

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.



James M. Zugay, Recorder of Deeds

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

Exhibit 2

BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”), dated as of December 18, 2020, is 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 (“JCPL”), Pennsylvania Electric Company, a Pennsylvania corporation (“Penelec”, and collectively with MetEd and JCPL, “Sellers”) and TMI-2 Solutions, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, pursuant to the Asset Purchase and Sale Agreement, dated as of October 15, 2019 (as amended, supplemented or otherwise modified from time to time, the “Agreement”), by and among GPUN, Sellers and Buyer, GPUN and Sellers have agreed to sell, assign, convey, transfer and deliver all of their right, title and interests in and to the Assets to Buyer, and Buyer has agreed to acquire the Assets from GPUN and Sellers, all as more fully described in the Agreement;

WHEREAS, this Bill of Sale is made and delivered in connection with the consummation of the transactions contemplated by the Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree:

1. Capitalized terms used and not defined herein have the meanings given to them in the Agreement.

2. Subject to the terms and conditions of the Agreement, GPUN and Sellers do hereby unconditionally and irrevocably sell, convey, grant, assign, deliver and transfer to Buyer, its successors and assigns, all of GPUN’s and Sellers’ right, title and interest in and to the Assets, other than (i) the Real Property conveyed by the Deed; and (ii) the Assets conveyed by the Assignment and Assumption Agreement, free and clear of all Encumbrances (except for the Permitted Encumbrances).

3. Notwithstanding anything to the contrary contained in this Bill of Sale, the Assets do not include, and GPUN and Sellers does not hereby sell, convey, grant, assign, deliver or transfer to Buyer, any of GPUN’s or Seller’s right, title or interest in or to the Excluded Assets, and such Excluded Assets shall remain the property of GPUN or Sellers, as applicable, after the Closing.

4. Notwithstanding the foregoing, the transfer of the Assets pursuant to this Bill of Sale shall not include the assumption of any liability related to the Assets unless Buyer expressly assumes that liability pursuant to the Agreement or the Assignment and Assumption Agreement, dated as of the date hereof, by and among GPUN, Sellers and Buyer.

5. This Bill of Sale is executed and delivered pursuant to the Agreement. In the event of a conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede

and prevail. Notwithstanding anything to the contrary in this Bill of Sale, nothing herein is intended to, nor shall it: (a) extend, amplify, or otherwise alter any representation, warranty, covenant or obligation contained in the Agreement; (b) provide any rights to GPUN, Sellers or Buyer beyond those expressly provided to such Parties in the Agreement; (c) impose any obligations or liabilities on GPUN, Sellers or Buyer beyond those expressly imposed on such Parties in the Agreement; or (d) limit any of the rights or remedies available to GPUN, Sellers or to Buyer under the Agreement.

6. This Bill of Sale may be executed in counterparts (including by facsimile or PDF), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. This Bill of Sale will be construed and enforced 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.


8. At any time and from time to time after the date of this Bill of Sale, GPUN and Sellers hereby covenant and agree that GPUN and Sellers shall execute, acknowledge and deliver any and all further instruments, conveyances, transfers, assignments and assurances, and take all such actions, as Buyer shall reasonably request in order to more effectively convey and transfer all of the Assets to Buyer. Each of GPUN, Sellers and Buyer covenant and agree to execute, acknowledge and deliver to the other Parties any and all further instruments, conveyances, transfers, assignments and assurances, and take all such actions, as such other Parties may reasonably require in connection with the performance of this Bill of Sale and to carry out the transactions contemplated by this Bill of Sale.

9. This Bill of Sale shall bind and inure to the benefit of GPUN, Sellers and Buyer and their respective successors and assigns. This Bill of Sale 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 Bill of Sale.

[Signature page follows]

IN WITNESS WHEREOF, GPUN and Sellers have caused this Bill of Sale to be executed this 18th day of December 2020.

GPU NUCLEAR, INC.

By: 
Name: Gregory Walton
Title: President and Chief Nuclear Officer

METROPOLITAN EDISON COMPANY

By: _____
Name: Samuel L. Belcher
Title: President

JERSEY CENTRAL POWER & LIGHT COMPANY

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

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name: Samuel L. Belcher
Title: President

ACCEPTED AND AGREED:

TMI-2 SOLUTIONS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, GPUN and Sellers have caused this Bill of Sale to be executed this 18th day of December 2020.

GPU NUCLEAR, INC.

By: _____
Name: Gregory Halnon
Title: President and Chief Nuclear Officer

METROPOLITAN EDISON COMPANY

By: _____
Name: Samuel L. Belcher
Title: President

JERSEY CENTRAL POWER & LIGHT COMPANY

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

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name: Samuel L. Belcher
Title: President

ACCEPTED AND AGREED:

TMI-2 SOLUTIONS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, GPUN and Sellers have caused this Bill of Sale to be executed this 18th day of December 2020.


GPU NUCLEAR, INC.

By: _____
Name: Gregory Halnon
Title: President and Chief Nuclear Officer

METROPOLITAN EDISON COMPANY

By: _____
Name: Samuel L. Belcher
Title: President

**JERSEY CENTRAL POWER & LIGHT
COMPANY**

By: 
Name: James V. Fakult
Title: President

PENNSYLVANIA ELECTRIC COMPANY

By: _____
Name: Samuel L. Belcher
Title: President

ACCEPTED AND AGREED:

TMI-2 SOLUTIONS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, GPUN and Sellers have caused this Bill of Sale to be executed this 18th day of December 2020.

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:

ACCEPTED AND AGREED:

TMI-2 SOLUTIONS, LLC

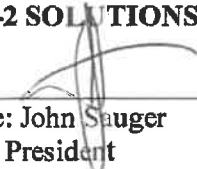
By:  _____
Name: John Sauger
Title: President

Exhibit 3

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE COMMISSION

In the Matter of

FIRSTENERGY COMPANIES and
TMI-2 SOLUTIONS, LLC

(Three Mile Island Nuclear Station, Unit No. 2)

Docket No. 50-320 LT

NOTIFICATION

The U.S. Nuclear Regulatory Commission Staff is filing this notification to inform the Commission and the participants in this matter that on December 18, 2020, the Staff issued a conforming amendment to Possession Only License No. DPR-73 for Three Mile Island Nuclear Station, Unit No. 2 to reflect its transfer from Metropolitan Edison Company, Jersey Central Power and Light Company, Pennsylvania Electric Company, and GPU Nuclear, Inc. (collectively, the FirstEnergy Companies) to TMI-2 Solutions, LLC. The conforming amendment may be obtained online in the NRC's Agencywide Documents Access and Management System public documents collection at <https://www.nrc.gov/reading-rm/adams.html> under Accession No. ML20352A381. The conforming amendment was issued consistent with the order approving the transfer transaction (ML20279A366) following the consummation of the transfer transaction on December 18, 2020 (ML20353A163).

Respectfully submitted,

/Signed (electronically) by/

Jeremy L. Wachutka
Counsel for NRC Staff
Mail Stop: O-14-A44
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001
Telephone: (301) 287-9188
E-mail: Jeremy.Wachutka@nrc.gov

Dated this 18th day of December 2020

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE COMMISSION

In the Matter of

FIRSTENERGY COMPANIES and
TMI-2 SOLUTIONS, LLC

(Three Mile Island Nuclear Station, Unit No. 2)

Docket No. 50-320 LT

CERTIFICATE OF SERVICE

Pursuant to 10 C.F.R. § 2.305, I hereby certify that copies of the foregoing notification, dated December 18, 2020, have been served upon the Electronic Information Exchange (the NRC's E-Filing System), in the captioned proceeding, this 18th day of December 2020.

/Signed (electronically) by/

Jeremy L. Wachutka
Counsel for NRC Staff
Mail Stop: O-14-A44
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001
Telephone: (301) 287-9188
E-mail: Jeremy.Wachutka@nrc.gov

Exhibit 4

**UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION**

BEFORE THE COMMISSION

In the Matter of:)

GPU NUCLEAR, INC., METROPOLITAN EDISON)
CO., JERSEY CENTRAL POWER & LIGHT CO.,)
PENNSYLVANIA ELECTRIC CO., and TMI-2)
SOLUTIONS, LLC)

) Docket No. 50-320-LT

(Three Mile Island Nuclear Station, Unit 2))

) December 18, 2020

Re: Notification of Closing of TMI-2 Transaction

Dear Ms. Vietti-Cook,

On November 12, 2019, TMI-2 Solutions, LLC (“TMI-2 Solutions”), along with GPU Nuclear, Inc. (“GPUN”), Metropolitan Edison Company (“MetEd”), Jersey Central Power & Light Company (“JCP&L”), and Pennsylvania Electric Company (together with GPUN, MetEd, and JCP&L, the “FirstEnergy Companies”) submitted to the U.S. Nuclear Regulatory Commission (“NRC”) an application to transfer control of Possession-Only License No. DPR-73 for Three Mile Island Nuclear Station, Unit 2 (“TMI-2”). The transfer of control would occur pursuant to a planned transaction whereby TMI-2 Solutions would acquire TMI-2 from the FirstEnergy Companies and become the NRC licensee.¹ The NRC approved the Applicants’ license transfer application, as supplemented, by order dated December 2, 2020.²

This notice is to inform the Commission that on December 18, 2020, the transaction closed. TMI-2 Solutions is now the TMI-2 NRC licensee.

¹ *Application for Order Approving License Transfer and Conforming License Amendments* (Nov. 12, 2019) (ADAMS Accession No. ML19325C600).

² *TMI-2 License Transfer Order* (Dec. 2, 2020) (ADAMS Accession No. ML20279A369).

Respectfully submitted,

Executed in Accord with 10 C.F.R. § 2.304(d)

Daniel F. Stenger, Esq.
Sachin Desai, Esq.
HOGAN LOVELLS US LLP
555 Thirteenth Street, NW
Washington, DC 20004
(202) 637-5691
daniel.stenger@hoganlovells.com
sachin.desai@hoganlovells.com

Executed in Accord with 10 C.F.R. § 2.304(d)

Russell G. Workman, Esq.
TMI-2 SOLUTIONS, LLC
423 West 300 South, Suite 200
Salt Lake City, UT 841901
(801) 303-0195
rgworkman@energysolutions.com

Counsel for TMI-2 Solutions, LLC

Executed in Accord with 10 C.F.R. § 2.304(d)

Timothy P. Matthews, Esq.
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
(202) 739-5524
timothy.matthews@morganlewis.com

Executed in Accord with 10 C.F.R. § 2.304(d)

Karen A. Sealy, Esq.
FIRSTENERGY SERVICE COMPANY
76 South Main Street
Akron, OH 44308
(330) 761-7869
ksealy@firstenergycorp.com

Signed (electronically) by Ryan K. Lighty

Ryan K. Lighty, Esq.
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
(202) 739-5274
ryan.lighty@morganlewis.com

Counsel for GPU Nuclear, Inc., Metropolitan Edison Co., Jersey Central Power & Light Co., and Pennsylvania Electric Co.

Dated in Washington, DC
this 18th day of December 2020

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE COMMISSION

_____)
In the Matter of:)

GPU NUCLEAR, INC., METROPOLITAN EDISON)
CO., JERSEY CENTRAL POWER & LIGHT CO.,)
PENNSYLVANIA ELECTRIC CO., and TMI-2)
SOLUTIONS, LLC)

(Three Mile Island Nuclear Station, Unit 2))
_____)

) Docket No. 50-320-LT

) December 18, 2020

CERTIFICATE OF SERVICE

Pursuant to 10 C.F.R. § 2.305, I certify that, on this date, a copy of the foregoing
“Notification of Closing of TMI-2 Transaction” was served upon the Electronic Information
Exchange (the NRC’s E-Filing System) in the above-captioned docket.

Signed (electronically) by Ryan K. Lighty
Ryan K. Lighty, Esq.
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
(202) 739-5274
ryan.lighty@morganlewis.com

*Counsel for GPU Nuclear, Inc., Metropolitan
Edison Co., Jersey Central Power & Light Co.,
and Pennsylvania Electric Co.*

Exhibit 5

Sale of Assets and Liabilities of Three Mile Island Unit 2 (TMI-2)
Final Accounting Entries of Jersey Central Power & Light Company (JCP&L)
Closing Date: December 18, 2020

Entries	FERC Account	Debit	Credit	Entry Description
Entry #1	102 Electric Plant Purchased or Sold	-	-	To reclassify fully-depreciated property that was sold (Account 102) to the appropriate FERC classification (Accounts 101, 108).
	101 Electric Plant In Service	-	58,250,864	
	108 Acc. Provision for Depreciation	58,250,864	-	
Entry #2	102 Electric Plant Purchased or Sold	-	-	Recording of the transfer of decommissioning trusts associated with the sale of TMI-2 property (Account 128), transfer of net property (Account 102), recognition of cash proceeds (Account 131), transfer of associated liabilities (Accounts 230 and 254), recognition of sales costs (Account 186), reversal of the PDMS liability (Account 253) and associated regulatory asset (Account 182). In addition, in its most recent distribution base rate case, JCP&L agreed to reduce existing deferred storm costs by the amount of the deferred tax regulatory liability (Accounts 407.3 and 182). See entry #4 below.
	128 Other Special Funds	-	254,247,718	
	131 Cash	2,500	-	
	186 Miscellaneous Deferred Debits	-	308,728	
	230 Asset Retirement Obligations	184,210,327	-	
	182 Other Regulatory Assets	-	2,255,961	
	253 Other Deferred Credits	3,775,116	-	
	254 Other Regulatory Liabilities	66,417,685	-	
	182 Other Regulatory Assets	-	12,060,302	
	407.3 Regulatory Debits	12,060,302	-	
421.2 Loss on Disposition of Property	2,406,779	-		
Entry #3	409.2 Income Taxes - Federal	-	58,520	To record the associated tax impacts of the sale and transfer. See Entry #2.
	409.2 Income Taxes - Other	-	27,561	
	236 Taxes Accrued	86,081	-	
	190 Accumulated Deferred Income Taxes	-	61,172,974	
	283 Accum. Def. Income Taxes - Other	61,763,439	-	
	410.2 Provision for Deferred Inc. Taxes	153,813,110	-	
411.2 Provision for Deferred Inc. Taxes	-	154,403,575		

Exhibit 6

TMI-2 Transaction - JCP&L Expense of Sale Through December 31, 2020

		2019	2020	TMI-2 Total*
JCP&L	Legal Fees	\$ 137,274	\$ 158,835	\$ 296,109
	Consulting Fees	-	4,875	4,875
	Internal Labor	599	7,145	7,744
	Total	\$ 137,872	\$ 170,855	\$ 308,728

* Through December 31, 2020 (including accrued amounts through that date).

Exhibit 7



Agenda Date: 12/02/20
Agenda Item: 2B

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

ENERGY

IN THE MATTER OF THE VERIFIED PETITION OF) ORDER APPROVING SALE OF
JERSEY CENTRAL POWER AND LIGHT) REAL PROPERTY
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

Parties of Record:

Michael J. Connolly, Esq., Cozen O'Connor, on behalf of Jersey Central Power and Light Company
Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

BACKGROUND

By Summary and Final Orders dated December 15, 1999 and March 4, 2003, respectively, the New Jersey Board of Public Utilities ("Board") approved the sale of the 25% interest of Jersey Central Power and Light Company ("JCP&L" or "Company") in the Three Mile Island Unit 1 ("TMI-1") nuclear generating facility to AmerGen Energy Company, LLC.¹ The purchase price of TMI-1 was approximately \$100 million, which consisted of a \$23 million closing payment for the TMI-1 plant, and approximately \$77 million for the nuclear fuel in the reactor's core at closing. Further, as part of the TMI-1 sale, the sellers agreed to fund the Nuclear Decommissioning Trust ("NDT")

¹ In re the Matter of the Verified Petition of Jersey Central Power and Light Company, Doing Business as GPU Energy, Seeking Approval of the Sale of the Company's Interest in the Three Mile Island Unit 1 Nuclear Generating Facility Pursuant to N.J.S.A. 48:3-7, a Specific Determination Allowing the Three Mile Island Unit 1 Nuclear Generating Facility to be an Eligible Facility Pursuant to Section 32 of the Public Utility Holding Company Act of 1935 and a Waiver of the Advertising Requirements of N.J.A.C. 14:1-5.6(b), BPU Docket No. EM98121409, Orders dated December 15, 1999 ("Summary Order") and March 4, 2003 ("Final Order").

for the TMI-1 facility up to a maximum of \$320 million, of which JCP&L's share was approximately \$80 million.²

The Three Mile Island Unit 2 ("TMI-2") nuclear generating facility is located near Middletown, Dauphin County, Pennsylvania and has not operated since a 1979 accident. Since the completion of post-accident cleanup in 1993 (including the removal of an estimated 99% of the radioactive material associated with the damaged fuel core), the TMI-2 plant has been maintained by GPU Nuclear, Inc. ("GPU Nuclear"), a FirstEnergy Corporation ("FirstEnergy") affiliate, under a possession-only license from the Nuclear Regulatory Commission ("NRC").

TMI-2 remained in a deferred decommissioning state awaiting the expiration of the operating license for TMI-1. In September 2019, TMI-1 permanently shut down with current plans to implement SAFSTOR, a form of deferred dismantling, as its intended decommissioning methodology.

TMI-2 PETITION

On November 13, 2019, JCP&L filed a petition seeking Board approval of: (1) the sale of its 25% interest in the TMI-2 nuclear generating facility, (2) the transfer of its associated NDT, (3) the waiver of the advertising requirements set forth in N.J.A.C. 14:1-5.6(b), and (4) the transfer of all liabilities, including those related to the decommissioning of the TMI-2 plant and site ("Assumed Liabilities"), excepting the liabilities existing prior to the closing date of the sale ("Excluded Liabilities").

JCP&L's 25% interest in the TMI-2 plant and site has been fully depreciated and has a book value of \$0 on the Company's books. Further, the TMI-2 plant and site are not income producing and the assessed value of the TMI-2 site is \$0.

JCP&L entered into an Asset Purchase and Sale Agreement ("PSA") on October 15, 2019 along with Metropolitan Edison Company ("Met-Ed"), Pennsylvania Electric Company ("Penelec") (collectively, "Joint Owners") and affiliate GPU Nuclear to sell the TMI-2 plant and site to TMI-2 Solutions, LLC ("Buyer"), a subsidiary of EnergySolutions, Inc. ("EnergySolutions"), for a nominal cash consideration of \$10,000.³ Under the terms of the PSA, the Buyer would undertake the decommissioning of TMI-2 with the goal of completing major decommissioning activities by 2037. The Joint Owners would transfer their cumulative NDT balance of approximately \$900 million to the Buyer, of which JCP&L's share is approximately \$259 million.⁴ According to EnergySolutions' decommissioning cost estimate, if the Joint Owners undertake the decommissioning, it is estimated that major decommissioning activities would cost at least \$1.3 billion and would be complete by approximately 2053.

As described in the PSA, the Joint Owners would convey to the Buyer all NRC licenses, related easements, and transferable permits, among other deliverables. The Buyer would provide a Disposable Capacity Easement providing an assured disposal site for all low level waste at the TMI-2 site. Additionally, the Buyer agreed to take responsibility for all Assumed Liabilities, which

² The TMI-1 facility was jointly owned by JCP&L, Met-Ed, and Penelec in percentages of 25%, 50%, and 25%, respectively, and was operated by GPU Nuclear.

³ Ownership of the TMI-2 plant is divided among the Joint Owners as follows: JCP&L (25%); Met-Ed (50%); and Penelec (25%). The Joint Owners are wholly-owned subsidiaries of FirstEnergy.

⁴ As of May 30, 2020, the market value of the assets in the NDT were as follows: JCP&L (\$259,824,550.39), Met-Ed (\$415,843,424.32), and Penelec (\$223,328,539.46).

includes the liabilities associated with the decommissioning of TMI-2, environmental liabilities, and the ownership of the remaining waste. The Joint Owners would retain the Excluded Liabilities denoted in the PSA, which include environmental liabilities existing prior to the closing date of the sale. The Buyer would also commit to various financial assurance instruments in the event that the NDT funds are not sufficient to complete the decommissioning process.

According to JCP&L, there are no stranded costs to recover from ratepayers because JCP&L's interest in the plant and site has been fully depreciated and has a book value of \$0, nor will there be any sales proceeds credited back to customers since the Joint Owners are receiving a nominal amount of \$10,000. However, the Company's base rates currently include approximately \$740,000 per year for the recovery of JCP&L's share of the annual costs used to maintain the plant's Post Defueling Monitored Storage ("PDMS") status with the NRC. JCP&L further asserted that there is no prospective use of the "TMI-2 Assets" for utility purposes and that it intends to remove the PDMS charges from rates in its next base rate case and eliminate Tariff Rider Nuclear Decommissioning Clause in its next annual Societal Benefits Charge filing.

In the petition, JCP&L asserted that the transfer of the "TMI-2 Assets" for the \$10,000 purchase price "is appropriate consideration based upon an assessment of the unique circumstances of the damaged TMI-2 plant, the scope of the Assumed Liabilities, and the estimated costs of decommissioning." JCP&L further argued that the terms of the PSA are "in the best interest of its customers and shareholders." JCP&L claimed that, under the terms of the PSA, the Buyer is required "to protect New Jersey ratepayers against cost obligations related to decommissioning" beyond the funds transferred from the Joint Owners' NDTs.

In regard to the vendor selection process, FirstEnergy requested information from three (3) nuclear industry vendors related to their capabilities and experience. FirstEnergy then retained the services of an independent consultant and a decommissioning expert to assess the vendors. The vendors were evaluated based on several criteria, such as technical approach and qualifications, ability to handle nuclear waste, financial assurance, organizational qualifications and company experience, and regulatory margin. As a result of this process, FirstEnergy determined that EnergySolutions was the preferred vendor to undertake the decommissioning and a non-binding term sheet was executed in May 2019.

In addition to Board approval, the closing of the sale is contingent upon the following: (1) NRC approval of the transfer of the Joint Owners' possession-only license (held by GPU Nuclear) to the Buyer; and (2) the obtainment of a satisfactory private letter ruling from the Internal Revenue Service ("IRS"). Following the closing of the sale, JCP&L will have certain limited rights to monitor decommissioning progress through an Independent Manager.

RATE COUNSEL COMMENTS

On October 28, 2020, the New Jersey Division of Rate Counsel ("Rate Counsel") submitted comments in this matter.⁵ Rate Counsel expressed concern about the financial strength of EnergySolutions, the parent guarantor of the Buyer. Therefore, Rate Counsel requested that approval of the sale be conditioned upon JCP&L safeguarding its ratepayers from potential liability related to the decommissioning and environmental remediation of the TMI-2 plant and site.

⁵ On November 5, 2020, Rate Counsel amended its comments due to an error regarding the designation of confidential information.

Rate Counsel also commented on the selection of EnergySolutions as the buyer, asserting that it occurred through an irregular sequence of events and evaluation process, rather than a normal public bidding process. Under the Board's regulations, there are certain conditions that must be met by a public utility, prior to the sale of property valued over \$500,000, including that the property being sold be advertised for sale, presumably to obtain the best price possible. In this case, GPU Nuclear commissioned EnergySolutions to conduct a Decommissioning Cost Estimate in late 2017, after which EnergySolutions extended an apparently unsolicited offer to buy the plant. Concurrently, FirstEnergy was approached by another firm expressing similar interest in such a transaction, and in 2019, FirstEnergy and the Joint Owners solicited a bid from a third company believed to be potentially qualified. Thereafter, according to the petition, FirstEnergy requested further information from the three (3) vendors regarding their respective capabilities and experience.

Notwithstanding JCP&L's assertion that its novel solicitation process yielded a superior result, Rate Counsel argued that it is unclear whether a better price could have been achieved through open competitive bidding as the petition neglected to provide an independent appraisal of the sale as required by N.J.A.C. 14:1-5.6(i)(5). Rate Counsel also asserted that the financial strength of EnergySolutions appears to have been undervalued in the bid evaluation process. Rate Counsel maintained that the financial strength of TMI-2 Solutions, and its parent EnergySolutions, is critical to ensuring that the terms of the PSA are met. Based upon the unusual solicitation process and the questions surrounding the financial strength of the Buyer, Rate Counsel believes the interests of JCP&L ratepayers may be affected by an agreement which does not wholly release them from future liabilities related to the TMI-2 plant and site. Accordingly, Rate Counsel recommended additional safeguards be set in place by the Board as a condition of approval.

With regard to NDT contributions, Rate Counsel argued that the Company's analysis ignored the time value of money. According to Rate Counsel, the time-adjusted contribution of JCP&L's NDT represented 26.3% of the total NDT which exceeds JCP&L's ownership share. Further, Rate Counsel questioned the Company's distinction between shareholder contributions and ratepayer contributions. In particular, Rate Counsel noted that half of the shareholder contributions to the NDT were reimbursed by ratepayers. Despite these concerns, Rate Counsel did not request a refund of any NDT funds to customers.

Additionally, Rate Counsel cautioned that JCP&L, as a former owner of TMI-2, could still be liable for remediation costs under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") if the Buyer or its parent guarantor fail to meet the environmental obligations set out in the PSA. Moreover, Rate Counsel noted that the Joint Owners will have an independent manager on the TMI-2 Solutions Board to oversee the decommissioning activities. According to Rate Counsel, this continued involvement with TMI-2 may expose JCP&L to potential operator, arranger, or transporter liability, which is separate and apart from past owner liability, should environmental issues arise.

Based upon its analysis, Rate Counsel emphasized that the Board must set safeguards in place to protect ratepayers from liability for unanticipated problems that may occur during the decommissioning process and afterward. Specifically, Rate Counsel suggested that the Board require any liability for TMI-2 post-closing to be absorbed by the Joint Owners and that, if any such cost is ultimately assigned to JCP&L, the Company must agree not to seek to recover such costs from its utility customers.

JCP&L REPLY COMMENTS

On November 2, 2020, JCP&L submitted reply comments. While JCP&L did not object to the recommendations provided by Rate Counsel, the Company argued that it was necessary to clarify the conclusions that Rate Counsel had made.

JCP&L stated that Rate Counsel discounted the measures agreed upon in the PSA to convey the decommissioning obligations and protect against future ratepayer liability. The Company contended that these measures are consistent with industry standards and will adequately protect New Jersey ratepayers. In response to Rate Counsel's criticism of the Company's NDT contributions and earning analysis, JCP&L maintained that its analysis was consistent with previous Board directives.

JCP&L contended that Rate Counsel unnecessarily speculated regarding risks associated with the continued involvement of the Joint Owners in the decommissioning process through the independent manager on the TMI-2 Solutions' Board of Managers. JCP&L argued that the authority of the Joint Owners' independent manager is limited to certain consent rights over extraordinary matters and excludes the day-to-day management control that could give rise to CERCLA "operator" liability.

Notwithstanding these differing views, JCP&L did not object to Rate Counsel's request that the Board condition its approval of the proposed sale. Additionally, the Company provided two (2) additional conditions for the Board's consideration aimed at protecting New Jersey ratepayers from liabilities associated with the decommissioning of TMI-2. First, JCP&L stated that the Board could require the execution and delivery at closing of various assets and agreements, as set forth in the PSA, to protect New Jersey ratepayers from obligations related to the cost of decommissioning TMI-2. JCP&L further indicated that it would not object if the Board barred the Company from seeking recovery of any costs associated with any future CERCLA claims resulting from the decommissioning of TMI-2.

DISCUSSION AND FINDINGS

After careful review and consideration of the petition, exhibits, discovery and comments submitted in this matter, the Board **FINDS** that the sale of JCP&L's 25% interest in TMI-2 to the Buyer will not adversely affect the public interest and will not affect the Company's ability to render safe, adequate and proper service. Further, the Board is cognizant of the unique situation surrounding TMI-2 and recognizes that there is a limited existence of bona fide purchasers who could meet the requirements of the PSA. Nonetheless, FirstEnergy made reasonable efforts to contact potential purchasers that were qualified to decommission TMI-2 before ultimately selecting the Buyer. Therefore, the Board having found good cause, **HEREBY APPROVES** the Company's request for a waiver of the advertising requirements as set forth in N.J.A.C. 14:1-5.6(b).

As a condition of the sale, the Joint Owners propose to transfer their respective NDT balances totaling approximately \$900 million to the Buyer, with JCP&L's NDT balance being valued at approximately \$259 million. This approach is consistent with the sale of TMI-1 and is favorable to the potential alternatives. If the Joint Owners undertook the decommissioning, it is estimated that the decommissioning would cost at least \$1.3 billion and would extend until 2053. Under the terms of the PSA, however, the Buyer would complete the decommissioning on an accelerated basis, with all major decommissioning activities projected to be completed by 2037.

Additionally, the Board recognizes that the sale, as proposed, will result in JCP&L contributing a greater portion of the total NDT (approximately 29%) than its respective ownership share in TMI-2 (25%). However, the Board notes that NDTs are governed by NRC regulations, which limit their use to “legitimate decommissioning activities”.⁶ As such, the use of NDT funds for activities other than decommissioning, including returning funds to ratepayers, would be prohibited under these regulations. JCP&L has maintained that its ratepayers and shareholders have actually contributed approximately 23% of the total NDT, but investment performance has resulted in greater growth of JCP&L’s NDT relative to the NDTs of the other Joint Owners. Further, the Board acknowledges the concerns expressed by Rate Counsel that ratepayer contributions exceed JCP&L’s ownership share when accounting for the time value of the contributions. Nonetheless, the Board believes that JCP&L’s NDT, as presently constituted, is reasonably representative of the Company’s approximate ownership share. Therefore, the Board **FINDS** that the transfer of JCP&L’s NDT to the Buyer is reasonable.

Additionally, the sale is contingent upon the Buyer bearing responsibility for various Assumed Liabilities designed to provide additional protection for JCP&L’s ratepayers. As more fully detailed in the PSA, the Buyer shall assume responsibility for all liabilities arising after the closing date of the sale, including those associated with the decommissioning of TMI-2. Meanwhile, the Joint Owners will retain responsibility for the Excluded Liabilities existing prior to the closing date of the sale. Thus, the Board is **SATISFIED** that the assignment of Assumed Liabilities to the Buyer will provide protection to ratepayers by relieving them of the risks associated with the decommissioning of TMI-2. However, the Board agrees with Rate Counsel that the tremendous uncertainty associated with the decommissioning warrants additional protections for ratepayers, which are incorporated herein.

The Board also considered the additional conditions offered by JCP&L. With respect to the JCP&L proposed condition that the Board require the execution and delivery of certain assets and agreements, the Board does not believe that this condition would provide any incremental protections to ratepayers, as these requirements are already included in the PSA. The Company also indicated that it would not object if approval of the sale was conditioned upon New Jersey ratepayers being shielded from any future CERCLA claims against JCP&L related to TMI-2. The Board agrees that this condition will further protect JCP&L’s ratepayers from potential environmental liabilities that may arise from the decommissioning of TMI-2. As such, the Board has incorporated this condition herein.

Accordingly, the Board **HEREBY APPROVES** the sale and transfer of JCP&L’s 25% interest in TMI-2, together with the associated facilities, machinery, and equipment, the possession-only NRC license, and certain material contracts and transferable permits associated with the ownership, possession, use and maintenance of TMI-2. For the reasons stated above, the Board further **APPROVES** the transfer of JCP&L’s NDT balance to the Buyer, as well as the assignment of Assumed Liabilities and Excluded Liabilities as denoted in the PSA.

The approval granted hereinabove shall be subject to the following provisions:

1. To the extent the Buyer or its parent guarantor, Energy *Solutions* fails to fulfill its responsibility for the Assumed Liabilities as denoted in the PSA, the associated costs of such obligations shall not be borne by JCP&L’s customers and JCP&L shall not seek to recover any such costs from ratepayers.

⁶ See 10 CFR §§50.75(h)(1)(iv) and 50.82(a)(8)(i)(A).

2. In the event of any successful future CERCLA claim, if any, against JCP&L, as a former Joint Owner, for completion of decommissioning or for any other TMI-2 Site environmental liability, JCP&L shall not seek to recover from New Jersey ratepayers any remaining costs of TMI-2 decommissioning or any other TMI-2 Site environmental liability.
3. Any further or additional liability for TMI-2 post-closing shall be absorbed by the Joint Owners and, if any such cost ultimately is assigned to JCP&L, the Company shall not seek to recover such costs from ratepayers.
4. This Order is based upon the specific and particular facts of this transaction and shall not have precedential value in future property transactions that may come before the Board and shall not be relied on as such.
5. JCP&L shall notify the Board and Rate Counsel if it anticipates any material changes in the Asset Purchase and Sale Agreement.
6. The Board and Rate Counsel retain all rights to review all costs and proceeds related to the purchase, sale, and decommissioning of TMI-2 in JCP&L's future base rate cases or other appropriate proceedings.
7. This Order shall not affect nor in any way limit the exercise of the authority of the Board or of this State, in any future petition or in any proceedings with respect to rates, franchises, service, financing, accounting, capitalization, depreciation, or in any other matters affecting JCP&L.
8. This Order shall not be construed as directly or indirectly fixing for any purposes whatsoever any value of any tangible or intangible assets or liabilities now owned or hereafter to be owned by the Company.
9. Within 30 days of the date of the closing on this transaction, the Company shall file with the Board proof of the closing, net transaction costs, and final journal entries along with a detailed calculation, including selling expenses, of the sale.

The Company's costs remain subject to audit by the Board. This Order shall not preclude, nor prohibit, the Board from taking any actions determined to be appropriate as a result of any such audit.

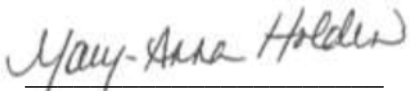
This Order shall be effective on December 12, 2020.

DATED: December 2, 2020

BOARD OF PUBLIC UTILITIES
BY:



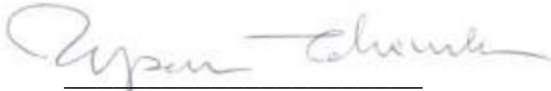
JOSEPH L. FIORDALISO
PRESIDENT



MARY-ANNA HOLDEN
COMMISSIONER



DIANNE SOLOMON
COMMISSIONER




UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST:



AIDA CAMACHO-WELCH
SECRETARY

IN THE MATTER OF THE VERIFIED PETITION OF JERSEY CENTRAL POWER AND 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

SERVICE LIST

JCP&L:

300 Madison Avenue
Morristown, NJ 07962-1911

Mark A. Mader, Director
mamader@firstenergycorp.com

James O'Toole
jotoole@firstenergycorp.com

Lauren M. Lepkoski, Esq.
FirstEnergy Service Company
2800 Pottsville Pike
Reading, PA 19612-6001
llepkoski@firstenergycorp.com

Karen A. Sealy, Esq.
FirstEnergy Service Company
76 South Main St.
Akron, OH 44308-1890
ksealy@firstenergycorp.com

Gregory Halnon
GPU Nuclear, Inc.
c/o FirstEnergy Service Company
76 South Main St.
Akron, OH 44308
ghalnon@firstenergycorp.com

Cozen O'Connor
One Gateway Center, Suite 910
Newark, NJ 07102

Michael J. Connolly, Esq.
mconnolly@cozen.com

Gregory Eisenstark, Esq.
geisenstark@cozen.com

Lisa Gurkas
lgurkas@cozen.com

Board of Public Utilities:

44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, NJ 08625-0350

Aida Camacho-Welch, Secretary of the Board
board.secretary@bpu.nj.gov

Executive Director's Office

Paul Flanagan, Esq., Executive Director
paul.flanagan@bpu.nj.gov

Robert Brabston, Esq., Deputy Exec. Director
robert.brabston@bpu.nj.gov

Division of Energy

Stacy Peterson, Director
stacy.peterson@bpu.nj.gov

David Brown
david.brown@bpu.nj.gov

Oneil Hamilton
oneil.hamilton@bpu.nj.gov

Sri Medicherla
sri.medicherla@bpu.nj.gov

Dean Taklif
dean.taklif@bpu.nj.gov

Counsel's Office

Abe Silverman, Esq.
Chief Counsel
abe.silverman@bpu.nj.gov

Heather Weisband, Esq.
heather.weisband@bpu.nj.gov

Rate Counsel:

140 East Front Street, 4th Floor
Post Office Box 003
Trenton, NJ 08625-0003

Stefanie A. Brand, Esq., Director
sbrand@rpa.nj.gov

Brian O. Lipman, Esq.
blipman@rpa.nj.gov

Ami Morita, Esq.
amorita@rpa.nj.gov

Kurt Lewandowski, Esq.
klewando@rpa.nj.gov

T. David Wand, Esq.
dwand@rpa.nj.gov

Debora Layugan
dlayugan@rpa.nj.gov

Tylise Hyman
thyman@rpa.nj.gov

Matthew Kahal
Exeter Associates, Inc.
1108 Pheasant Crossing
Charlottesville, VA 22901
mkahal@exeterassociates.com

Max Chang
Synapse Energy Economics, Inc.
485 Massachusetts Ave., Suite 2
Cambridge, MA 02139
mchang@synapse-energy.com

Division of Law:

Richard J. Hughes Justice Complex
25 Market Street
Post Office Box 112
Trenton, NJ 08625-0112

Pamela Owen, ASC
pamela.owen@law.njoag.gov

Michael Beck, DAG
michael.beck@law.njoag.gov

Matko Ilic, DAG
matko.ilic@law.njoag.gov

Daren Eppley, DAG
daren.eppley@law.njoag.gov

David Apy, DAG
david.apy@law.njoag.gov