

CONTRACT FOR SALE OF REAL ESTATE

(JCP&L Parcel J)

BUYER HAS CONSULTED COUNSEL PRIOR TO SIGNING THIS DOCUMENT AND HAS DETERMINED TO SIGN THIS OFFER AND CONTRACT WITHOUT FURTHER LEGAL REVIEW.

THIS IS A LEGALLY BINDING OFFER BY BUYER, TO BE AND REMAIN BOUND TO THE BELOW CONTRACT TERMS, AWAITING ACCEPTANCE OR REJECTION BY SELLER. THIS OFFER MAY BE REVOKED BY BUYER ONLY AS PROVIDED IN SECTION R5 OF THE RIDER BELOW. ONCE ACCEPTED AND EXECUTED BY SELLER THIS CONTRACT IS FULLY BINDING ON BOTH PARTIES.

This Buyer Offer for a Contract for Sale is made on _____, 20___. This Buyer Offer automatically becomes a fully binding Contract if and when accepted and executed by Seller and transmitted to Buyer. It may be rejected by Seller or revoked or otherwise terminated by Buyer prior to acceptance by Seller as set forth in Section R5(a).

BETWEEN JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey corporation whose address is Attn: Frank D. Lawson, Supervisor - Site Remediation, 300 Madison Ave, P.O. Box 1911, Morristown, New Jersey 07962 (“Seller” or “JCP&L”).

AND _____

whose address is _____

 (“Buyer”)

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the property described in this contract. **This contract is subject to the terms and conditions in the Rider attached to this contract:** these include contingencies for regulatory approval of the sale and provisions dealing with environmental conditions.

2. Property. The property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract. The real property to be sold is commonly known as 220 40th Street, Sea Isle City, Cape May County, New Jersey. It is shown on the municipal tax map as lot 20 in block 40.04. The property is more specifically described in Schedule A annexed hereto.

3. Purchase Price. The purchase price offered is \$_____

4. Payment of Purchase Price. The Buyer will pay the purchase price as follows:

Upon signing of this contract as Initial Deposit	\$5,000.00
Additional Initial Deposit, if any	\$_____
	(if blank, then \$0.00)
Amount to be wired to Escrow Agent (paragraph 5)	\$_____
	(With the Total Initial Deposit all
being at least 10% of the purchase price)	
Amount of mortgage, if any (paragraph 6)	\$_____
	(if blank, then \$0.00)
Balance at closing	\$_____
	(to be supplemented by mortgage
proceeds or cash [if no mortgage or mortgage closing fails], and the Earnest Money Deposit, to	
equal the purchase price)	
Total purchase price	\$_____

5. Deposit Moneys. Buyer has delivered an initial deposit (the “Initial Deposit”) to the Broker in the amount of at least \$5,000.00 (if Buyer chooses to make an additional Initial Deposit it is shown above). Within three (3) business days after JCP&L’s execution of the Contract, the Buyer must pay a total deposit to the escrow agent, together with the full Initial Deposit, the amount shown in Paragraph 4 above (being at least ten percent (10%)) of the Purchase Price (the “Earnest Money Deposit”) via wire transfer, with a credit for its Initial Deposit (which shall on JCP&L’s acceptance and execution be transmitted by Broker to the escrow agent). If the full amount of Earnest Money Deposit is not timely received, Seller may declare the Buyer to be in default of the Contract and Seller may terminate the offer, acceptance and Contract, reserving its rights and claims against the Buyer and the Initial Deposit, to then be delivered to Seller by escrow agent. All deposit moneys will be held in trust by Schenck, Price, Smith & King, LLP, 220 Park Avenue, PO Box 991, Florham Park, NJ 07932 in a non-interest bearing trust account as escrow agent until delivered for closing to Closing Agent or to Seller after breach or Closing. Upon and after termination without Buyer breach, except if expressly provided differently in this contract, after return of the deposit neither party shall have any further obligations to the other. In the event of a Buyer default and Seller termination, the Earnest Money Deposit shall be delivered by escrow agent to Seller as liquidated damages (to the maximum extent permitted by laws), and otherwise to satisfy actual damages of the Company, including for transaction costs, lost opportunities and reduced consideration.

6. Financial Resources; Mortgage Contingency; Cash Deal. Buyer has sufficient resources to proceed to Closing under this Contract. Proof of Buyer's resources are attached to this Contract as a Schedule following the Rider. If Buyer elects, such proof includes that the Buyer has obtained a commitment for a first mortgage loan upon the terms listed in the proofs attached. This Contract is therefore not contingent on the Buyer obtaining any further or different commitment from any lender for this mortgage loan. **The risk of a failure of any mortgage or loan to timely close is entirely on Buyer.** If the attached commitment contains contingencies, terms or conditions by reason of which that lender or Buyer hereafter are unwilling or unable to proceed to Closing then Buyer at least thirty (30) days in advance of Closing shall either (i) agree to buy the property without this and any other loan and mortgage or (ii) notify Seller that Buyer cannot then proceed to closing; on any such notice Seller may terminate this Contract by reason of such notice and require escrow agent to deliver the Earnest Money Deposit to Seller or (iii) allow Buyer an additional forty-five (45) days to obtain a replacement loan and mortgage, on failure of Buyer to do so or close within fifteen (15) days thereafter Seller may terminate this Contract by reason of such notice and require escrow agent to deliver the Earnest Money Deposit to Seller. Seller, however, is not obligated to postpone closing or amend the Contract to deal with Buyer financing or resource issues, if any.

7. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree the estimated date for the closing will be calculated by Seller upon and after the satisfaction of the contingencies in paragraphs R5(b) and (c). Both parties will fully cooperate so the closing can take place on or before the estimated date. To the maximum extent practicable, the closing will be held by an exchange of documents and funds in escrow at or through the Buyer's title company or agent approved by Buyer's lender and Seller; Seller and Seller's attorney shall not be required to attend closing. Buyer may, but need not, elect to use the title company providing the title report or commitment available on the Property Webpage (hereafter defined), potentially with some economic advantage to buyer provided by that title company; Seller shall have no liability for or from the Buyer's dealings with its selected title company.

8. Transfer of Ownership. At the closing, the Seller will transfer ownership of the property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. As the Seller is a corporation and regulated utility, at the closing it will also deliver reasonable proofs of corporate and regulatory approval authorizing the sale.

9. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' acts. The deed shall be in the form attached to this contract as Exhibit B.

10. Personal Property and Fixtures. Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are INCLUDED in this sale unless they are listed below as being EXCLUDED.

(a) The following items are INCLUDED in this sale:

- Any appliances now within the building of the Property.
 - Except if and as excluded, all other personal property of Seller remaining on and within the Property on the Closing Date
- (b) the following items are EXCLUDED from this sale (see Schedule A):
- Monitoring wells, if any, on the property
 - Remedial equipment or physical systems, if any, on the property

11. Physical Condition of the Property. This property is being sold "as is". The Seller does not make any claims or promises about the condition or value of any of the property included in this sale. The Buyer has inspected the property and relies on this inspection and any rights which may be provided for elsewhere in this contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear until closing. **Other provisions of the Rider to this contract relate to the property's condition.**

12. Inspection of the Property. The Seller agrees to permit the Buyer to inspect the property at any reasonable time before the closing. Seller has provided access to Buyer certain available Seller information, indexed in a note to Schedule A and through a website previously identified by Broker to Buyer (the "Property Webpage"), without representation, warranty or recourse. The Seller will permit access for all inspections provided for in Section 17, 18 and 19 of this contract.

13. Building and Zoning Laws. The Buyer intends to use the property as a single-family residential vacation structure. The Seller will obtain and pay for all inspections required by law. This includes any municipal "certificate of occupancy" or fire safety certificate. If the Seller fails to correct any violations of law, at the Seller's own expense, with Buyer allowing Seller time to do so prior to Closing, then the Buyer may cancel this contract.

14. Flood Area. The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. **This property is in a designated "flood area;" Buyer may not cancel this contract because of this designation** as Buyer has had adequate time to assess the issues and concerns of such designation, including in discussions with Buyer's attorney.

15. Property Lines. The Seller states that, to the best of its knowledge: (i) all buildings, driveways and other improvements on the property are within its boundary lines or, if the property is a condominium unit, then within the boundary lines of all interests in and of the total condominium property; and (ii) no improvements on adjoining properties extend across the boundary lines of this property.

16. Ownership. The Seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and rights of others, except for:

- (a) liens, encumbrances, easements, covenants, conditions and restrictions of record as disclosed in each title report or commitment available to Buyer on the Property Webpage, access to which was permitted prior to Buyer signing this contract;
- (b) standard width aboveground and underground utility lines, water line and sewer line easements and rights-of-way into or along the boundaries of the Property, including the rights of

utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property;

(c) ordinances, regulations and statutes affecting the Property, if any, including without limitation all applicable zoning, subdivision, site-plan and other land-use ordinances;

(d) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable;

(e) Other easements, covenants, conditions and restrictions of record, provided said exceptions or encumbrances do not materially, adversely affect Buyer's proposed use of the Property consistent with this contract; and recorded agreements which limit the use of property, unless the agreements; (1) are presently violated; (2) provide that the property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the property consistent with this contract;

(f) The terms and conditions of any and all condominium related deeds, by-laws and the like, if and as applicable to any of the property;

(g) the terms and conditions of the contract, without limitation those pertaining to Environmental Law(s), MGP Materials and the Governing Documents, including the Post-Closing Obligations Agreement (form attached to the contract); and

(h) such other exceptions or encumbrances that do not materially or adversely affect the Property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey (which if Buyer cannot arrange, Seller shall have the right to arrange for Buyer, at Buyer expense) subject only to the above exceptions.

17. Correcting Defects. If the property does not comply with paragraphs 15 or 16 of this contract, the Seller will be notified by Buyer and given 30 days to make it comply. If the property still does not comply after that date, the Buyer may cancel this contract or, as Seller elects, either (i) give the Seller more time to comply or (ii) waive the non-compliance and proceed to Closing, if Buyer does not promptly cancel this contract.

18. Termite Inspection. The Buyer is permitted to have the property inspected by a reputable termite inspection company to determine if there is any damage or infestation caused by termites or other wood-destroying insects. If the Buyer chooses to have this inspection, the inspection must be completed and the Seller notified of the results within 10 days of the conclusion of the Buyer's execution of this contract. The Buyer will pay for this inspection. If infestation or damage is found, the Seller will be given until 10 days after Seller's execution of this contract to agree to exterminate all infestation and repair all damage before the closing. If the Seller refuses or fails (no later than the end of the 10-day period) to agree to exterminate all infestation and repair all damage before the closing, then the Buyer may cancel this contract or, if it does not within 10 days after the end of Seller's 10 day period then it shall be deemed to, waive the right to do so.

19. Other inspections: Buyer, at Buyer's expense is granted the right to have the dwelling and all other aspects of the property, including the presence of radon, inspected and evaluated by

qualified inspectors for the purpose of determining the existence of any physical defects or unacceptable environmental conditions including the presence of radon at a concentration level of 4.0 pico curies per liter (4.0 pCi/L) or more, or other vapor conditions exceeding regulatory requirements, in the subject dwelling. Buyer may similarly have the dwelling inspected, tested and evaluated for defects due to lead, lead paint, and asbestos. If Buyer chooses to make these inspections, such inspections must be completed and written reports including a list of repairs/remediation Buyer is requesting must be furnished to the Seller on or within 10 days of the Buyer's execution of this offer and contract. If Buyer fails to furnish such written reports to the Seller within 10 days of the Buyer's execution of this contract such contingency clause shall be deemed waived by Buyer and the property shall be deemed acceptable by Buyer. In the event that Buyer and Seller are unable to come to an agreement as to any requested repairs/remediation, either party may cancel the contract.

20. Risk of Loss. The Seller is responsible for any damage to the property, except for normal wear and tear and pre-existing conditions, until the closing. If there is such damage, the Buyer can proceed with the closing and either:

- (a) require that the Seller repair the damage before the closing; or
- (b) deduct from the purchase price a fair and reasonable estimate, acceptable to Seller, of the cost to repair the property.

In addition, either party may cancel this contract if the cost of repair of such damage is more than 10% of the purchase price.

21. Cancellation of Contract. Buyer may not revoke this offer and or terminate after Seller acceptance, but may otherwise revoke or terminate only as provided in the Rider. Otherwise if this contract is legally and rightfully cancelled or terminated in accordance with its terms (for example, pursuant to paragraphs 17 or 20) without Buyer breach, then, except if and as otherwise expressly provided in this contract, the Buyer can get back the Earnest Money Deposit and thereafter the parties will be free of liability to each other.

22. Assessments for Municipal Improvements. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against the property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

23. Adjustments at Closing. The Buyer and Seller agree to adjust the following expenses as of the closing date: rents, municipal water charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums. The Buyer or the Seller may require that any person with a claim or right affecting the property be paid off from the proceeds of this sale.

24. Possession. At the closing the Buyer will be given possession of the property. No tenant will have any right to the property unless otherwise agreed in this contract.

25. Complete Agreement. This contract, including its Rider, is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else.

26. Parties Liable. This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

27. Notices. All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, or by facsimile or email to the other party at the address written in this contract, or to that party's attorney.

28. Realtor's / Broker's Commission. The parties agree that no Realtor or Broker other than Nicholas Preuhs, Long and Foster, and _____ (if blank, then no other) has been involved in this transaction and that no realtors' or brokers' commissions will be payable otherwise as a result of this transaction.

a) Seller's Realtor / Broker (Name, Address and Contact Information)

Nicholas Preuhs, of The Sea Shore Team, Broker Associate
Long and Foster Real Estate
4914 Landis Avenue
Sea Isle City, NJ 08243
(609) 263-1431
(609) 675-0236 (Call or Text)
NCP@LNF.com

b) Buyer's Realtor / Broker (Name, Address and Contact Information)

NOTE: BALANCE OF PAGE IS INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS.

29. Attorney Review (NJAC 11:5-6.2). DO NOT SIGN THIS CONTRACT PRIOR TO CONSULTING WITH AN ATTORNEY. The Buyer has had an attorney study this contract, including all riders and attachments. Buyer's attorney completed his or her review of the contract prior to the making of the Buyer offer by execution and delivery of this contract. Buyer's offer to purchase the Property on the terms and conditions of this contract is legally binding on Buyer when signed and delivered by Buyer, and on both Buyer and Seller if and when accepted, signed and delivered by Seller, and may be terminated by Buyer (including for or by withdrawal, rejection, rescission, revocation or any other termination) before Seller acceptance only as expressly provided in this contract and the Rider attached to this contract.

SIGNED AND AGREED TO BY:

BUYER

Witnessed or Attested by:

_____ Date
As to Buyers Buyer

_____ Date
Buyer

SELLER

**Buyer's offer is hereby accepted and
this Contract is made by-**

JERSEY CENTRAL POWER &
LIGHT COMPANY, Seller

By: _____ Date

William R. Beach
Title: Director, Real Estate
for FirstEnergy Service Company on
behalf of Jersey Central Power & Light
Company

RIDER

R1. This Rider amends the Contract for Sale to which it is attached.

R2 The property is near the Sea Isle City former manufactured gas plant a/k/a Sea Isle City Coal Gas Site (the "MGP Site") located on or about 39th Street & Central Ave., Sea Isle City, NJ. The New Jersey Department of Environmental Protection ("NJDEP") identifies the MGP Site using Preferred ID # G000006130. The MGP Site has been, and remains, under remediation before NJDEP as supervised by JCP&L's Licensed Site Remediation Professional ("LSRP"). JCP&L's prior work, including at the Property, permits sale, purchase and use of the property.

R3. Seller reserves rights and undertakes obligations with respect to the MGP Site and the property, and Buyer agrees to undertake obligations, and waive rights and claims, as more particularly provided in the Post-Closing Obligations Agreement attached to this contract as Exhibit C. The Post-Closing Obligations Agreement will be signed by Seller and Buyer at Closing of Sale, referenced in the Deed for the Property, and be recorded. Future work about the property will occur after sale, as may work on the property under the Post-Closing Obligations Agreement.

R4. At and after Closing, under the Post-Closing Obligations Agreement **Buyer and future Owners release and waive** most rights against Seller, and have only contractual rights against, and protections from, JCP&L, including under indemnities and under the right to enforce the Post-Closing Obligations Agreement against Seller, in exchange for Buyer's and future Owners' obligations under the Post-Closing Obligations Agreement, with all parties liable for their breaches, if any.

R5. The Buyer's and the Seller's obligations are subject to the satisfaction of the following conditions:

(a) (i) By signing and delivering this contract and the Initial Deposit Buyer makes an offer to buy the property on the terms and conditions of the contract, this Rider, and other attachments. This offer may be rejected by Seller on JCP&L's notice to Buyer of JCP&L's rejection of Buyer's offer (which shall serve as its termination). This offer is deemed rejected by Seller after the passage of seventy-five (75) days after the property's listing by or for JCP&L's Broker on or through the multiple listing service (sometimes "MLS") without Seller's execution and delivery of this contract to Buyer (except only if and as Buyer and Seller then agree otherwise). This offer may be terminated by Buyer (or otherwise withdrawn, rejected, rescinded or revoked) only by Buyer notice to JCP&L and Broker of such termination. The effect of any of these events is that the Buyer offer shall be deemed terminated, and of no further effect, and the Initial Deposit shall be returned to Buyer (except only if and as Buyer and Seller then agree otherwise).

(ii) Buyer's offer and this contract is subject to JCP&L's acceptance of this offer by JCP&L's execution and delivery to the Buyer of a counterpart of this contract. JCP&L reserves the right to accept or reject the irrevocable offer of Buyer, without explanation or reason, but the fact of rejection will be communicated to Buyer.

(b) Seller shall seek written approval of this contract from Seller's Board of Directors prior to the Closing.

(c) Seller shall seek and obtain approval or favorable action by the Board of Public Utilities of the State of New Jersey (the Board of Public Utilities” or the “Board”) within six months after the signing of this contract by Seller, if not obtained prior to JCP&L accepting Buyer’s offer.

(d) In the event that either of conditions R5(b) or (c) has not been timely satisfied either party may terminate this Sale Agreement upon written notice to the other. Then the deposit moneys shall be returned to Buyer.

R6. Sale is “AS IS.” Seller makes no express or implied statements or promises concerning the Property, its condition or suitability or its compliance with law. Seller bought and used the Property for remediation at and about the MGP Site and the Property, and not for use or occupancy as a residence by it or others. As the Property is no longer needed for remediation at present, it can now be sold for Buyer use. Seller makes no express or implied statements or promises, and disclaims all, as to condition including as to the presence or absence of lead-based paint, lead-based paint hazards, asbestos, or radon or other vapor conditions at or within the Property. **Buyer hereby waives** its right to further notice regarding the potential existence of such conditions on the Property, including without limitation pursuant to any laws, such as 42 U.S.C. § 4852d. Buyer may assess these conditions as part of its inspection right under Sections 12 and 19 of the contract. The USEPA Lead Hazard Pamphlet is available at <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf> .

R7. At present a classification exception area impacts a portion of the Property as identified on Schedule A. This affects groundwater usage. An associated groundwater remedial action permit is being sought. That classification exception area and remedial action permit may be adjusted as provided in the Post-Closing Obligations Agreement. There are groundwater monitoring wells at and about the MGP Site and Property to be accessed, sampled and used by JCP&L before and after Closing.

R8. At present the only deed notice and associated soils remedial action permit for parcels of property being sold by JCP&L is or will be in effect for Parcel J (this property); other Parcels owned by others have or may have deed notices, be affected by the classification exception area and are subject to associated remedial action permits. Other Parcels may become subject to the need for further remediation, deed notice(s), classification exception areas, and remedial action permits at and about the Property, to be conducted by Seller with Buyer’s or the then Owner’s cooperation as provided in the Post-Closing Obligations Agreement. This involvement of Buyer or the Owner is expected to be needed only if and as laws or standards change or NJDEP or the LSRP require.

R9. The Deed Notice and Remedial Action Permit for Parcel J are both attached as part of Exhibit D, if and as now existing. If later existing (for example on JCP&L’s acceptance of the Buyer’s offer and this Contract) they will then be provided to Buyer in advance of Closing; Buyer shall be bound to that Deed Notice and Remedial Action Permit so long as consistent with this contract; if not consistent either Buyer or Seller may cancel this Contract before closing by notice given within one week after so provided. The Post Closing Obligations Agreement shall be revised to address requirements applicable to Parcel J for and by reason of the Deed Notice and Remedial Action Permit.

END OF RIDER

Schedule of Proofs of Buyer Financial Resources:

[] **Financial Statements.** Identify below, and attach.

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[] **Investment and Bank Statements.** Identify below and attach.

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-
-

[] **Statements re Debts.** Identify below and attach.

-
-

[] **Mortgage Commitments.** Attach; provide information below

- Type of Mortgage: ___ conventional, ___ FHA, ___ VA,
- Amount of Loan: _____
- Interest Rate: Prevailing % _____
- Length of Mortgage; Amortization: 30 years with monthly payments based on a 30 year payment schedule. _____
- Points: The Buyer agrees to pay all points.
The Seller agrees to pay no points.
- Contingencies: None
- Other: _____

Schedule A

NOTE: Other Parcels owned by JCP&L in Sea Isle City, not expressly included below, are excluded from Sale to Buyer and are not part of the Property to be conveyed at Closing to Buyer-

NOTE: In the event of a discrepancy between the index of available information on the Property Website below and the actual materials provided on the Property Website, the actual materials on the Property Website shall govern and control -

Anticipated Work at all parcels of property:

- JCP&L Access for, and conduct of, periodic groundwater sampling (currently annually, but subject to change to satisfy NJDEP requirements) at nearby monitoring wells.
- JCP&L Access for repair, maintenance and replacement of wells and control(s) on nearby Parcel(s), if any, will be performed when and as needed.
- Inspections of 220 40th St. Parcel (Parcel J) and other parcels subject to a deed notice (none now) when and as required under Law(s) for and by reason of the Deed notice and NJDEP remedial action permit, including so that JCP&L can make biennial certifications to NJDEP
- Inspections and other due diligence when and as required under Law(s) for and by reason of the classification exception area (“CEA”) (including to ensure no groundwater use in CEA) and NJDEP remedial action permit, including so that JCP&L can make any required biennial certifications to NJDEP.
- Reporting to NJDEP on or for particular property, if any, will be performed if, when and as needed.
- Monitoring wells located near the Property may be abandoned per NJDEP requirements, and access shall be provided for same, if, when and as determined appropriate by JCP&L.

PARCEL J - 220 40th Street, Block 40.04, Lot 20, Sea Isle City, Cape May County, New Jersey.

- See Deed dated December 18, 2012 (recorded in Deed Book 3520, Page 231 of Cape May County record)

● **LEGAL DESCRIPTION**

Block 40.04, Lot 20

ALL that certain tract, lot and parcel of land lying and being in the City of Sea Isle, County of Cape May and State of New Jersey, being more particularly described as follows:

BEGINNING on the southwesterly side of 40th Street, formerly Fritz Street, 210 feet northwesterly from the northwesterly side of Central Avenue, formerly Brewster Street, and running; thence

I. North 57 degrees 21 minutes 00 seconds West, along the southwesterly side of 40th Street, the distance of 50.00 feet to a point in the division line between Lots 20 and 28, Block 40.04; thence

2. South 32 degrees 39 minutes 00 seconds West, by Lot 28, the distance of 110.00 feet to a point corner to Lots 14, 8 and 20, said Block and Map; thence
3. South 57 degrees 21 minutes 00 seconds East, by Lot 8, the distance of 50.00 feet to a point corner to Lots 8, 9, 21 and 20, said Block and Map; thence
4. North 32 degrees 39 minutes 00 seconds East, by Lot 21, the distance of 110.00 feet to the aforementioned southwesterly side of 40th Street, the point and place of BEGINNING.

Being further described as follows:

BEGINNING at a capped iron bar set in the southwesterly right-of-way line of Fortieth Street, formerly known as Fritz Street, (60 foot right-of-way), said point being distant 210.00 feet northwesterly from the intersection of the southwesterly right-of-way line of Fortieth Street, with the northwesterly right-of-way line of Central Avenue, formerly known as Brewster Avenue, (66 foot right-of-way); thence

1. *Along the southwesterly right-of-way line of Fortieth Street, North 57 degrees 21 minutes 00 seconds West, a distance of 50.00 feet to a concrete monument found; thence*
2. *Along the dividing line between Lot 20 and Lot 28, Block 40-C, as shown on a map entitled "Sub-Division of Part of Sheet #6, Showing Lands of the Prudential Development Corp.," South 32 degrees 39 minutes 00 seconds West, parallel with the northwesterly right-of-way line of Central Avenue, a distance of 110.00 feet to a capped iron bar set; thence*
3. *Parallel with the southwesterly right-of-way line of Fortieth Street, South 57 degrees 21 minutes 00 seconds East, a distance of 50.00 feet to a capped iron bar set; thence*
4. *Along the dividing line between Lot 20 and Lot 21, Block 40-C, as shown on said map, North 32 degrees 39 minutes 00 seconds East, parallel with the northwesterly right-of-way line of Central Avenue, a distance of 110.00 feet to the southwesterly right-of-way line of Fortieth Street and the point of BEGINNING*

Being all of Lot 20, Block 40-C, as shown on a map entitled "Sub-Division of Part of Sheet #6, Showing Lands of the Prudential Development Corp, Sea Isle City Gardens," filed at the Cape May County Clerk's Office on June 23, 1925, as Map No- 224.

This description in accordance with a survey made on the ground June 20, 2012, and a Plat of said survey by Teunisen Surveying & Planning Co., mc, dated June 26, 2012.

For Information Only: The land referred to in this Policy is commonly known as Lot(s) 20, Block 40.04 on the Tax Map of the City of Sea Isle, in the County of Cape May.

● Note: Parcel J is subject of a NJDEP Deed Notice (executed on or about April 9, 2021 and recorded on June 15, 2021 in Book X976 pages 529-551 in the Cape May County Clerk's Office) and associated Remedial Action Permit, as to which Buyer and all future Owners will at closing sign permit transfer documents acknowledging Owner's awareness and acceptance of its obligations as an owner of property subject to a deed notice and permit, but otherwise JCP&L will remain primarily responsible for and under such permit as more particularly provided in the Post-Closing Obligations Agreement referenced in the Rider to this contract. Buyer is hereby

given notice of the terms and conditions of such, copies of which have been made available to Buyer.

● Note: Future Summer leases, licenses or rentals of the Property should include a provision consistent with the Deed Notice, remedial action permit and the following language:

This language amends the Lease, License or Agreement to which it is attached.

Tenant leases or licenses interior portions of the House. It also has the right of access to and use of ground surfaces and decks. Tenant is granted no interest in subsurface portions of the grounds. Tenant shall not excavate or disturb the subsurface of the grounds or authorize others to excavate or disturb subsurface areas, except if authorized below.

A portion of the property at 220 40th Street, Block 40.04, Lot 20, Sea Isle City has been remediated by Jersey Central Power & Light Company (also known as JCP&L). Remediation used a "deed notice" restricting subsurface disturbance or excavation beginning immediately beneath the stone or concrete improvements where an approximate 4-5 feet thick clean cover layer exists below ground surface with hazardous substances beneath that layer. Subsurface disturbances and excavations require prior involvement and approval of Landlord and JCP&L and its licensed site remediation professional. The deed notice restrictions and the cover protect against contact with materials at depth. JCP&L is responsible for monitoring, maintenance, and biennial certification requirements under the deed notice.

Tenant does not lease any portion of the Restricted Area (which is beneath the ground surface) subject to the deed notice. A copy of the deed notice is available for review and is located in an envelope on the electrical breaker box for the property. If you remove that copy you must replace it after review that same day. A copy is also available electronically on request to JCP&L.

Periodically representatives of JCP&L or the New Jersey Department of Environmental Protection may access the Property, its improvements and its grounds for inspections or remedial purposes. This is not expected to affect materially Tenant's use and occupancy. Tenant shall cooperate with requests of such representatives for access.

Further information about remediation, the deed notice, the Restricted Area, its restrictions, the cover and deeper conditions can be obtained through request to Jersey Central Power & Light Company, 300 Madison Avenue, P.O. Box 1911, Morristown, New Jersey 07962 [1- 800 - 598 - 9724].

● Note: Seller has made available to Buyer certain available Seller information, without representation or warranty, as indexed below:

PARCEL J: Block 40.04 Lot 20 – 220 40th Street
DEED – 121226
SURVEY – 120626
TITLE POLICY – 121226
TAX BILL 2020/2021
2021 TITLE COMMITMENT WITH TITLE DOCUMENTS
ENVIRONMENTAL SUMMARY – 201116
DEED NOTICE- 210409
APPLICATION FOR SOILS RAP- Not filed with NJDEP

SOILS RAP- Not yet Issued by NJDEP
RESTRICTED RAO- Not yet issued by LSRP

Note: In the event of any conflict between this index of provided materials and the electronic index of materials actually made available then the electronic index shall govern and control.

Exhibit B
Deed

Prepared by:

Name: _____, Esq.

D E E D

This Deed is made as of _____, 202_

BETWEEN

JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey corporation, [whose address is Attn: Frank D. Lawson, Supervisor - Site Remediation, 300 Madison Ave, P.O. Box 1911, Morristown, New Jersey 07962, referred to as the Grantor, AND

_____, a _____ [person or persons][limited liability company][corporation] whose address is _____ referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfer ownership of) the property described below to the Grantee. This transfer is made for the sum of _____ AND 00/100 DOLLARS (\$_____) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference(s). (N.J.S.A. 46:15-1.1). Lot(s) 20, Block 40.04, City of Sea Isle City, Cape May County, New Jersey.

Property. The property consists of land and all the buildings and structures on the land in the parcel(s) and property(ies) described below: THE DESCRIPTION(S) OF SUCH PARCEL(S) AND PROPERTY(IES) IS(ARE) ATTACHED HERETO AS EXHIBIT(S) A, MADE A PART HEREOF. Such parcel(s) and property(ies) being the same premises conveyed to Grantor herein by deed(s) if and as identified in attached Exhibit(s) A. This grant excludes, however, Grantor's interest in remediation improvements, equipment and fixtures, such as wells and piezometers, if any, if and as located on the property.

Subject to (i) easements and restrictions of record, municipal zoning ordinances and such facts as an accurate survey would disclose, (ii) the Permitted Encumbrances identified in Exhibit B attached hereto and made a part hereof, (iii) the terms and conditions of a certain Post-Closing Obligations Agreement and Release between Grantor and Grantee recorded contemporaneously

herewith; and (iv) as to this Parcel, a certain Deed Notice, and associated Remedial Action Permit, as more particularly described in Exhibit A.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property(ies) conveyed by this Deed. This promise is called a “Covenant as to Grantor’s Acts” (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property(ies) (such as by making an unsatisfied mortgage or allowing an unsatisfied judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

(SIGNATURE PAGE TO FOLLOW)

Attested By:

**JERSEY CENTRAL POWER & LIGHT
COMPANY**

By: _____

William R. Beach

Title: Director, Real Estate

for FirstEnergy Service Company on behalf of Jersey
Central Power & Light Company

Deed Exhibit A

Property Descriptions

PARCEL J - 220 40th Street, Block 40.04, Lot 20, Sea Isle City, Cape May County, New Jersey.

● See Deed dated December 18, 2012 (recorded in Deed Book 3520, Page 231 of Cape May County record)

● **LEGAL DESCRIPTION**

Block 40.04, Lot 20

ALL that certain tract, lot and parcel of land lying and being in the City of Sea Isle, County of Cape May and State of New Jersey, being more particularly described as follows:

BEGINNING on the southwesterly side of 40th Street, formerly Fritz Street, 210 feet northwesterly from the northwesterly side of Central Avenue, formerly Brewster Street, and running; thence

1. North 57 degrees 21 minutes 00 seconds West, along the southwesterly side of 40th Street, the distance of 50.00 feet to a point in the division line between Lots 20 and 28, Block 40.04; thence

5. South 32 degrees 39 minutes 00 seconds West, by Lot 28, the distance of 110.00 feet to a point corner to Lots 14, 8 and 20, said Block and Map; thence

6. South 57 degrees 21 minutes 00 seconds East, by Lot 8, the distance of 50.00 feet to a point corner to Lots 8, 9, 21 and 20, said Block and Map; thence

7. North 32 degrees 39 minutes 00 seconds East, by Lot 21, the distance of 110.00 feet to the aforementioned southwesterly side of 40th Street, the point and place of BEGINNING.

Being further described as follows:

BEGINNING at a capped iron bar set in the southwesterly right-of-way line of Fortieth Street, formerly known as Fritz Street, (60 foot right-of-way), said point being distant 210.00 feet northwesterly from the intersection of the southwesterly right-of-way line of Fortieth Street, with the northwesterly right-of-way line of Central Avenue, formerly known as Brewster Avenue, (66 foot right-of-way); thence

5. Along the southwesterly right-of-way line of Fortieth Street, North 57 degrees 21 minutes 00 seconds West, a distance of 50.00 feet to a concrete monument found; thence

6. Along the dividing line between Lot 20 and Lot 28, Block 40-C, as shown on a map entitled "Sub-Division of Part of Sheet #6, Showing Lands of the Prudential Development Corp.," South 32 degrees 39 minutes 00 seconds West, parallel with the northwesterly right-of-way line of Central Avenue, a distance of 110.00 feet to a capped iron bar set; thence

7. Parallel with the southwesterly right-of-way line of Fortieth Street, South 57 degrees 21 minutes 00 seconds East, a distance of 50.00 feet to a capped iron bar set; thence

8. Along the dividing line between Lot 20 and Lot 21, Block 40-C, as shown on said map, North 32 degrees 39 minutes 00 seconds East, parallel with the northwesterly right-

of-way line of Central Avenue, a distance of 110.00 feet to the southwesterly right-of-way line of Fortieth Street and the point of BEGINNING

Being all of Lot 20, Block 40-C, as shown on a map entitled "Sub-Division of Part of Sheet #6, Showing Lands of the Prudential Development Corp, Sea Isle City Gardens," filed at the Cape May County Clerk's Office on June 23, 1925, as Map No- 224. This description in accordance with a survey made on the ground June 20, 2012, and a Plat of said survey by Teunisen Surveying & Planning Co., mc, dated June 26, 2012.

For Information Only: The land referred to in this Policy is commonly known as Lot(s) 20, Block 40.04 on the Tax Map of the City of Sea Isle, in the County of Cape May.

● Note: Parcel J is subject of a NJDEP Deed Notice (executed on or about April 9, 2021 and recorded on June 15, 2021 in Book X976 pages 529-551 in the Cape May County Clerk's Office) and associated Remedial Action Permit, as to which Buyer and all future Owners will at closing sign permit transfer documents acknowledging Owner's awareness and acceptance of its obligations as an owner of property subject to a deed notice and permit, but otherwise JCP&L will remain primarily responsible for and under such permit as more particularly provided in the Post-Closing Obligations Agreement referenced in the Rider to this contract. Buyer is hereby given notice of the terms and conditions of such, copies of which have been made available to Buyer.

● Note: Future Summer leases, licenses or rentals of the Property should include a provision consistent with the Deed Notice, remedial action permit and the following language:

This language amends the Lease, License or Agreement to which it is attached.

Tenant leases or licenses interior portions of the House. It also has the right of access to and use of ground surfaces and decks. Tenant is granted no interest in subsurface portions of the grounds. Tenant shall not excavate or disturb the subsurface of the grounds or authorize others to excavate or disturb subsurface areas, except if authorized below.

A portion of the property at 220 40th Street, Block 40.04, Lot 20, Sea Isle City has been remediated by Jersey Central Power & Light Company (also known as JCP&L). Remediation used a "deed notice" restricting subsurface disturbance or excavation beginning immediately beneath the stone or concrete improvements where an approximate 4-5 feet thick clean cover layer exists below ground surface with hazardous substances beneath that layer. Subsurface disturbances and excavations require prior involvement and approval of Landlord and JCP&L and its licensed site remediation professional. The deed notice restrictions and the cover protect against contact with materials at depth. JCP&L is responsible for monitoring, maintenance, and biennial certification requirements under the deed notice.

Tenant does not lease any portion of the Restricted Area (which is beneath the ground surface) subject to the deed notice. A copy of the deed notice is available for review and is located in an envelope on the electrical breaker box for the property. If you remove that copy you must replace it after review that same day. A copy is also available electronically on request to JCP&L. Periodically representatives of JCP&L or the New Jersey Department of Environmental Protection may access the Property, its improvements and its grounds for inspections or remedial purposes. This is not expected to affect materially Tenant's use and occupancy. Tenant shall cooperate with requests of such representatives for access.

Further information about remediation, the deed notice, the Restricted Area, its restrictions, the cover and deeper conditions can be obtained through request to Jersey Central Power & Light

Company, 300 Madison Avenue, P.O. Box 1911, Morristown, New Jersey 07962 [1- 800 - 598 - 9724].

Deed Exhibit B

1. Provisions of existing and applicable law, ordinance or governmental regulation.
2. Liens for taxes and assessments not yet due and payable on the Closing Date.
3. Any state of facts that an accurate survey or personal inspection of the Property may disclose.
4. Acts done or suffered by Buyer or any person claiming by, through or under Buyer.
5. Permitted Encumbrances for this property *[INSERT AS RELEVANT FROM THE CONTRACT OF SALE OR RELEVANT TITLE MATERIALS, INCLUDING WITHOUT LIMITATION THOSE EXISTING WHEN THE CONTRACT OF SALE IS MADE AND PERMITTED TO CONTINUE UNDER THE CONTRACT; IN THE EVENT OF CONFLICT AS TO SUCH INCLUSIONS OR REFERENCES THEN INSERTS SHALL BE AS REASONABLY DETERMINED BY SELLER.]*

DEED ACKNOWLEDGMENT

STATE OF _____ :
 :ss.:
COUNTY OF _____ :

I CERTIFY that on _____, _____ personally came before me William R. Beach and he acknowledged under oath, to my satisfaction, that he:

- (a) is the Director, Real Estate for FirstEnergy Service Company on behalf of Jersey Central Power & Light Company, the corporation named as Grantor in this Deed;
- (b) signed, sealed and delivered this Deed in his capacity as Director of Real Estate for FirstEnergy Service Company on behalf of Jersey Central Power & Light Company as the voluntary act of the corporation;
- (c) made this Deed for \$_____ as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Notary Public
State or Commonwealth of _____
County of _____

SEAL

≡

==

DEED

Dated: As of _____

JERSEY CENTRAL POWER & LIGHT COMPANY,
Grantor

Record and Return to:

to

Grantee

==

Deed Exhibit C
Post-Closing Obligations Agreement
(including Release)

Prepared By: _____ Richard, J. Conway, Jr.	
--	--

POST-CLOSING OBLIGATIONS AGREEMENT
AND
RELEASE

THIS POST-CLOSING OBLIGATIONS AGREEMENT AND RELEASE (“Post-Closing Obligations Agreement” or “Release”) is made and effective as of the ___ day of _____, 202_ (the “Closing Date”), by and between **JERSEY CENTRAL POWER & LIGHT COMPANY** (“Seller”) whose address is Attn: Frank D. Lawson, Supervisor - Site Remediation, 300 Madison Ave, P.O. Box 1911, Morristown, New Jersey 07962 and _____ (“Buyer”) whose address is Attn: _____, _____, _____, _____, _____.

Statements of Fact:

A. Seller and Buyer entered into a certain Contract for Sale of Real Estate (the “Contract”) pursuant to which on this date Seller is selling the parcels of land and improvements described on Exhibit A of the Contract, subject to the terms and conditions of the Contract, a copy of which is annexed hereto and made a part hereof, (the “Property”) to Buyer upon the with certain rights and obligations pertaining to environmental matters as set forth herein, delivered at the Closing under the Contract, to which the Deed is subject, and which is to be recorded contemporaneously with the Deed.

B. The property is near the Sea Isle City former manufactured gas plant a/k/a Sea Isle City Coal Gas Site (the “MGP Site”) located on or about 39th Street & Central Ave., Sea Isle City, NJ. The New Jersey Department of Environmental Protection (“NJDEP”) identifies the MGP Site using Preferred ID # G000006130. The MGP Site has been, and remains, under remediation before NJDEP as supervised by JCP&L’s Licensed Site Remediation Professional (“LSRP”). JCP&L’s prior work, including at the Property, permits sale, purchase and use of the property.

C. After closing Owner has the right to use the Property for residential purposes, including as a vacation home or rental property, subject to various rights and obligations set forth in this Contract. This Post-Closing Obligations Agreement shall remain in full force and effect both (i) at all times Buyer, owns, has an interest in or uses any of the Property, and (ii) at all times after Buyer or any other Owner sells, transfers, leases or conveys any interest, or initiates or allows any use, in or of the Property to or by any new Owner (including occupants, licensees and tenants to the extent of their interest).

NOW, THEREFORE, in consideration of the foregoing, the covenants contained herein and in the Contract, and the occurrence of the Closing, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. As used in this Contract, including the introductory paragraphs, Recitals and Exhibits, the terms in Exhibit 1.1 shall have the indicated meanings. Certain terms are defined or explained elsewhere in this Post-Closing Obligations Agreement. In the event of any conflict, Exhibit 1.1 shall govern and control except only if

and as the context clearly requires otherwise. t

2. No Further Consideration. Seller and Buyer acknowledge that each has received good, valuable and sufficient consideration for making this Post-Closing Obligations Agreement. They agree that neither will seek anything further or assert any claim, directly or indirectly, for themselves or any person, corporation, partnership or other entity that further consideration is due with respect to the validity of, or performance under, this Post-Closing Obligations Agreement. The parties further acknowledge and warrant that this Post-Closing Obligations Agreement shall not be voidable for any reason including, but not limited to, any claim of mistake of fact or the adequacy or inadequacy of consideration.

3. Restrictions on Future Use of the Property. Buyer hereby agrees, for itself, for all its tenants and other occupants of the Property, and all of its and their heirs, successors and assigns and Affiliates that use of each of Owner(s)' parcels of the Property is and shall be subject to all of the following restrictions.

3.1 Such uses shall be consistent with the terms and conditions of each and every Deed Notice, CEA and RAP affecting the Property (if now existing then as identified on Exhibit 3.1), and shall not unreasonably interfere with the rights, or performance of obligations, of JCP&L or its Affiliates in and by reason of the MGP Site. By way of clarification, ordinary and reasonable uses of the parcels of the Property and residential structures on such parcel(s) for their current residential uses, or improvement for future such uses consistent with applicable Zoning and Building Law(s), are hereby deemed to be consistent with JCP&L's rights and obligations.

3.2 Such uses of Owner(s)' parcel of Property shall not prevent, unreasonably interfere with, violate, disturb or damage any JCP&L Remediation of the Property.

3.3 Such uses of Owner(s)' parcel of Property shall be in compliance with any and all restrictions and requirements applicable to Restricted Areas, if any, on the Property.

3.4 The uses of Owner(s)' parcel of Property shall not include any school use or daycare facility use, or other sensitive use other than residential, as such may require under Environmental Law, including without limitation N.J.S.A. 58:10C-12(g), further Investigation or Remediation for such use, or use of more stringent remedial methods or standards. Future development and construction for residential uses permitted by this Post-Closing Obligations Agreement may proceed at the Owner(s)' and Affiliates' sole respective risks, costs and expenses, without recourse or risk to, liability of, or claim against JCP&L and its Affiliates, for which such Owner(s) and Affiliates shall be solely responsible, without limitation, but by way of example, taking all required measures to assess and prevent any and every vapor intrusion issue with or by reason of such use and to address groundwater issues for or by reason of such, regardless of the source of same.

3.5 Owner(s) and Affiliates will not pump or use, or permit pumping or use, of, or injections into, ground waters at and about the Property (except for remedial purposes and construction purposes, if and to the extent both without adverse effect on Remediation of the Property and occurring in compliance with Law, and in all such cases with such Owner(s) solely responsible without claim against JCP&L and Affiliates for compliance with applicable Law(s) for or by reason of same, including implementation of any and all precautions, controls, treatment and disposal necessary or advisable by reason of each CEA and remaining MGP Materials), and shall install no new wells or the like for such.

4. GRANTS, CONSENTS AND LIMITS.

4.1 Consents. Buyer as current Owner and each and every other Owner(s) of any and all of the parcels of Property hereafter, by virtue of its interest in the Property, hereby consents to any and all of JCP&L's Work, including Controls, and rights for access to conduct the Work, to, at and about the Property, subject to compliance with the provisions herein. Without limitation, Owner consents to and agrees to permit MGP Materials to continue to exist on and about the Property in excess of UUC, including in Restricted Areas and to JCP&L

reliance, as JCP&L elects, on any or all Controls.

4.2 Grants. Subject to Section 4.4, Buyer as current Owner and each and every other Owner(s) of any and all of the Property hereafter, by virtue of its interest in the Property, hereby grants to JCP&L and its Affiliates the rights of access to (including to enter, cross and use) each and all of its parcels of the Property and to prepare for, design and conduct any and all of the Work at, in, on and about the Property, and thereafter monitor, assess, repair, replace and maintain the Work and results of its Work, including as to any and all Controls, and to its improvements, now or hereafter existing, as reasonably determined necessary or advisable by JCP&L but subject to restrictions below, rent-free, and for any and all incidental purposes related thereto. Access shall be unrestricted if outside of the summer period (between Memorial Day and Labor Day), and in all events in the event of an emergency, and otherwise either (i) upon at least three (3) days prior notice, to occur during business hours (Monday-Friday, 8:00 AM to 6:00 PM, state and federal holidays excepted), (ii) when and as necessary to satisfy any requirement or obligation under applicable Law(s) or of the LSRP, NJDEP or other Government Authority, or of any Governing Document(s) (including Deed Notice(s), CEA(s) and RAP(s) for each parcel of the Property), or (iii) as agreed between Owner and JCP&L (for example, during non-business hours). Except in emergencies, JCP&L also shall provide the required minimum periods of prior notice set forth for each Phase of its Work as hereafter provided in Section 4.4. This right of access shall include without limitation access, egress, ingress to and across all improvements, structures and facilities as reasonably necessary to perform the Work or meet its obligations, except that JCP&L shall use reasonable efforts (x) to minimize the intrusion into any portion of interior buildings while and to the extent then occupied and used by Owner or Owner's licensees, tenants or other lawful occupants, (y) except as expressly noted in the relevant plan(s) governing the Work, to avoid material interference to the Agreed Use(s) for more than one continuous hour in any day in which the residential structure on the particular parcel of Property is actually being occupied and (z) to minimize limitations on access to and from the Property.

4.3 "AS-IS, WHERE IS." Owner's grant of access to JCP&L and its Affiliates is made "AS-IS, WHERE IS" and without representation or warranty by Owner as to the Property's condition.

4.4 Interference; Work Schedule. (a) Exhibit B now describes, and as hereafter amended may further describe, the then planned Work, if any, for which JCP&L is granted access to the various parcels of Property, all subject to reasonable modification by JCP&L on notice to the then Owner(s) of the affected parcels.

(b) Additional Work not now described on Exhibit B, if any, will occur if, when and as hereafter reasonably determined by JCP&L. The nature and extent of such additional Work is not now anticipated to require use of, or result in material disturbance of, the Property. No schedule has been set for such additional Work. No notice of any additional Work which is not conducted on a particular parcel of Property, is required to be given to any Owner(s). other than the Owner(s) of parcels on which such additional Work is planned to occur. Notice of Work for sampling or minor repairs or maintenance on particular parcels of the Property shall be given as above.

(c) JCP&L may conduct its Work in Phases. If notice is required to be given to any Owner(s) for a new phase of Work on that Owner(s)' own portion of any parcel of the Property, then at least three (3) business days in advance of the proposed initiation of such Work, JCP&L shall provide the affected Owner(s) with a description of the schedule for that Work. Each such schedule for construction (excluding mere inspections or sampling, and repairs, maintenance and replacement) Phase(s) of Work, shall include a description of the nature, extent and general location of that Work on the Property, with the goal of permitting the Work to occur as so scheduled with only minor revisions, efficiently and generally continuously once commenced, resolution of any conflict concerning that schedule not to be unreasonably conditioned, withheld (such term to include "denied") or delayed by either Party, particularly with due regard for NJDEP or LSRP requirements, approvals, plans or applicable Law(s). Any notice given to Owner(s) may include a schedule for a series of successive steps or phases of Work. Separate notices to, or consents or approvals of, any Owner(s) are not required for the scheduling of any phase of Work if either JCP&L is acting generally consistent with a schedule previously so noticed, or approved by the relevant Owner, or if acting generally consistent with a schedule approved or required by NJDEP or the LSRP. JCP&L is not obligated to start field activities on or about the Property for that noticed or any other phase of Work

on any particular work start date, including as so noticed or scheduled, including for reasons unforeseeable at the time of the notice(s).

(d) JCP&L and its agents and contractors shall use commercially reasonable efforts to minimize materially interfering with, and minimize damage to above-surface improvements for, each Owner's and its licensees' and tenants' then-existing uses, from and during JCP&L Work, except that specific work periods may occur after advance notice to the affected Owner(s) during which the use of exterior or surface or above surface portions of the Property may be fully interrupted, and the use of interiors of structures may be interrupted or interfered with, for reasonable periods, considering the nature and extent of the Work to be conducted, if any. However, landscaping and Improvements (including surface improvements such as paving, gravel or stone cover) may be damaged or removed for the Work subject to restoration as hereafter provided. Emergencies are elsewhere addressed in this Post-Closing Obligations Agreement.

(e) Except as expressly otherwise provided in this Post-Closing Obligations Agreement, JCP&L may proceed with new or additional phase or phases of Work at a particular Property, if such Work is not then described in an Exhibit, including as a new, supplement or amendment to any Exhibit, only after notice from JCP&L to Owner of the proposed plan or specifications for that further phase of Work, and after Owner's prior written consent to that phase of Work on its parcel, not to be unreasonably conditioned, withheld or delayed by Owner, provided that JCP&L may proceed with (i) mere inspections and sampling, measurements, photographs and the like, (ii) restoration, repairs, maintenance and replacement, (iii) actions to fulfill requirements of Law(s), NJDEP or the LSRP, and (iv) responses to emergency(ies), any and all of (i)-(iii) with three (3) business days' prior notice and without consent, and may proceed with any Work for (iv) as provided for emergencies above.

(f) While an Owner owns, has an interest in or uses all or any portion of the Property, other than tenants, licensees, or other occupants or easement owners, JCP&L will provide to that Owner or that Owner's designee (i) an initial draft copy of each new plan for a new remediation phase to occur on that portion, or any change to the Restricted Areas in any Deed Notice (but not changes to any CEA), as prepared by a LSRP upon completion, and shall also provide to Owner a copy of each such new plan for such to be submitted by JCP&L to NJDEP, at least five (5) days in advance of initial filing with NJDEP and thereafter the final of such, if and when filed with NJDEP, and if and when received also a copy of NJDEP's approval or comments, if any, of such, (ii) a copy of each submission or report to NJDEP concerning the Property promptly after submission by or for JCP&L, and (iii) a copy of each NJDEP response to such promptly after JCP&L's receipt.

(g) It is acknowledged that under Law(s) NJDEP has in certain circumstances (x) the right to require that NJDEP issue a prior approval before JCP&L proceeds or (y) rights to audit or review an LSRP, or an LSRP's documents and decisions, and comment thereon, take other actions or even disapprove or require withdrawal of such, but Owner and JCP&L shall in the interim rely and act on the documents and decisions.

4.5 Assistance. Owner and its Affiliates shall support, cooperate with, and avoid interference with, JCP&L's efforts, and those of its agents and contractors, at no third party expense to the cooperating Person (but which if to be reimbursed by JCP&L shall nonetheless be incurred at JCP&L request), undertaken in planning for, performing or seeking approvals for, the Work, and either or both exercising its rights or meeting its obligations under any or all of this Post-Closing Obligations Agreement, or applicable Law(s), including after any termination of this Post-Closing Obligations Agreement, except only if and to the extent JCP&L's efforts are inconsistent with this Post-Closing Obligations Agreement. Without limitation, as to any parcel subject to any Deed Notice, Owner shall provide JCP&L with each form of lease or license proposed to be used by Owner with its tenants or licensees for, at JCP&L election, comment and review at JCP&L expense, without obligation or liability for any such review or comments or absence of same. Except as otherwise provided in this Post-Closing Obligations Agreement, JCP&L and its Affiliates shall otherwise support, cooperate with, and avoid interference with, Owner's uses, at no third party expense to the cooperating Person (but which if to be reimbursed by Owner shall nonetheless be incurred at Owner's request), undertaken in either or both exercising its rights or meeting its obligations under any or all of this Post-Closing Obligations Agreement, or applicable Law(s), including after any termination of this Post-Closing

Obligations Agreement, except only if and to the extent Owner's efforts are inconsistent with this Post-Closing Obligations Agreement.

4.6 Performance of Work. (a) (i) JCP&L has the right to pursue its planning of Work for remaining unresolved issues of remediation of MGP Materials at and about the Property or the MGP Site, or both, for, from or within any media, and pursue discussions with NJDEP or its LSRP so it can hereafter either or both propose or conduct that Work, when and as it elects, including under any then existing or future plan or specifications for such Work.

(ii) JCP&L reserves the right for its Work to achieve a remediation of, at and about the Property, to other than Unrestricted Use Criteria, as more particularly described in this Post-Closing Obligations Agreement or its attachments, past or future submissions to NJDEP, any final Governing Document(s) and, until finalized, any draft Governing Document(s) provided to Owner(s). Every Owner shall provide prompt prior notice of any proposed change in use, development or the conduct or making of subsurface work or improvements at or to the Property, including by reason of any casualty event (e.g., a flood or fire), that will or may encroach upon, above or in proximity to any Restricted Area, including as a result of a CEA, so that JCP&L may obtain details of same, monitor same for compliance, and offer comments or assistance, as it elects, without obligation or liability for doing so or not. Every Owner shall avoid, and shall not knowingly permit or authorize (except by JCP&L and its Affiliates), any and every excavation, penetration, or other disturbance or work either or both deeper than five (5.0) feet BGS or into or deeper than the top most portion of any Cover or similar feature of any Restricted Area in and under any Deed Notice or other Controls (any of which may be referred to as a "Disturbance"), without JCP&L's prior written consent, not to be unreasonably conditioned, withheld or delayed. In all events each such Disturbance by or for Owner and Affiliates may occur only if and as permissible under, and in full compliance with, any and all Environmental Law(s) and Government Document(s), including the Deed Notice, RAPs, and RAOs.

(b) JCP&L shall use commercially reasonable efforts to meet the schedules, notice periods and time periods elsewhere specified in this Post-Closing Obligations Agreement, but shall not be liable for its failure to do so unless and then only to the extent its failure (i) is material, (ii) has material adverse effects on the then actual proper use of the Property by that Owner, (iii) is the direct result of JCP&L's willful and material breach of its obligations under this Post-Closing Obligations Agreement, which breach continues after notice from Owner(s) (as elsewhere provided), and (iv) is not due to the exercise of JCP&L's rights, the breach of Owner(s) or Owner Affiliates, or any force majeure under this Post-Closing Obligations Agreement.

(c) The performance of all of the JCP&L Work pursuant to this Post-Closing Obligations Agreement shall be at the sole cost and expense of JCP&L, subject to either or both its rights against third parties or those who breach this Post-Closing Obligations Agreement. All Work performed at the Property shall be completed free and clear of all mechanic's or other liens and encumbrances against the Property, except only for or by reason of Controls (such as any being or resulting from a Deed Notice, CEA, RAP, RAO and the like).

(d) All of the Work performed at the Property by or on behalf of JCP&L shall be in compliance with all Law(s) in all material respects. JCP&L shall cause all permits, licenses or approvals required by Law(s) for its Work to be obtained, and shall pay all fees validly due or payable for same, and shall make or cause to be made all notifications and registrations required by such Law(s) for such Work; however JCP&L shall not be required by this Post-Closing Obligations Agreement to seek any municipal or county permits or approvals for Work subject to NJDEP's exclusive jurisdiction over Remediation.

4.7 Restoration. JCP&L shall either repair, replace or restore, as the case may be, or pay reasonable compensation in lieu of restoration for, any physical damage done, if any, to any of the Owner Property during and by reason of any JCP&L access onto the Property for the Work, to the same or better condition, as reasonably determined by JCP&L, necessary for resumption of its prior use, or any planned future use disclosed to JCP&L if and as consistent with this Post-Closing Obligations Agreement, as soon as is commercially reasonable, except if and as otherwise provided in the Governing Document(s).

4.8 Cover. (a) All Owner(s) hereby agree and consent that no quantities of MGP Materials or other materials contaminated in excess of NJDEP's UUC, unless JCP&L otherwise elects in its sole unreviewable discretion, ever are required to be excavated or removed, or otherwise remediated, for, from or in any media, by JCP&L under this Post-Closing Obligations Agreement. Every Owner and others with an interest in the Property, hereby acknowledge, accept and agree that after conduct of JCP&L's Work, MGP Materials will remain at and about the Property and other properties in excess of NJDEP's UUC. Further JCP&L's remediation on and about the Property may include any or all, as it elects, of the function of various remedial measures, treatment zone(s) or systems or other improvement(s), CEAs or other such remedial design(s), including sub-surface feature(s) or equipment(s), as may be proposed by JCP&L, at and about the Property, as more particularly set forth in any or all of the Governing Document(s), or other future plans or approvals, as hereafter proposed, amended or revised, or all of them, and recordings and restrictions as Institutional Control(s), including, other than for the Agreed Use(s), prohibitions or limitations of uses, or similar restrictions, including prohibitions and limitations on the use or consumption of ground and surface waters.

(b) Subject to Owner(s)' compliance with their obligations under this Post-Closing Obligations Agreement, JCP&L shall be solely responsible, with Owner's cooperation and assistance:

(i) to apply for, obtain and comply with any and all active requirements for or under, any permit required for or by reason of the Work, including each RAP hereafter required under Law(s), for Controls for MGP Materials at the Property (but Owner(s) shall be obligated (u) to sign and deliver any and all applications, filings or other documents for same which may be requested of Owner(s), (v) to allow and accept any permit to be in Owner(s)' name(s), (w) to comply with NJDEP notice requirements pursuant to Law(s) required of Owner(s) at the Property or elsewhere, (x) to honor the requirements and restrictions of and for such Control(s) and such permits and RAPs [such as those governing any Disturbances and disclosures] for the Work or in Restricted Areas, (y) to provide access to and about the Property so JCP&L may meet its obligations with respect to such, and (z) to meet and perform such other related obligations as are expressly set forth in this Post-Closing Obligations Agreement);

(ii) to conduct any periodic inspections of, and to make any periodic reports for, any or all Controls, or pursuant to any RAPs or Controls, at the Property installed or created as part of its Work for MGP Materials at the Property, including the Cover Zone(s), and other Controls identified in any Governing Document(s); and

(iii) to pay any fees to NJDEP, and maintain any financial assurance, or the like, as required with respect to any such Controls or RAPs under Law(s) (but at present little to no Owner cooperation and assistance is likely to be required for this).

(c) Excluding damage arising from any or all of ordinary wear and tear, casualty at the Property, Disturbance(s), the Construction Plans, Owner(s)' permitted use of the Property for Agreed Use(s), and the results of any Owner's breach of Control(s), RAPs or this Post-Closing Obligations Agreement or other Governing Document(s), JCP&L shall be responsible to repair, maintain or replace or otherwise correct any other damage to those Controls, to the extent such damage interferes with their function as a NJDEP or LSRP approved Engineering Control or Institutional Control, but in all events if and only to the extent: (yy) if such damage results solely from the existence and effect of remaining MGP Materials; or (zz) to any other Engineering Control if the damage results from the failure by JCP&L or its agents or contractors, but not others, to construct or install any Engineering Control in a good and workmanlike manner.

(d) To the extent it owns, has an interest in or uses the Property, each Owner and its Affiliates shall be solely liable and responsible for any and all other damage, corrective action, repair, maintenance or replacement of Controls at or for the Property including such for which they are otherwise expressly responsible under this Post-Closing Obligations Agreement (e.g., if an Owner's or any of its tenant's use or negligence causes the damage requiring correction, including from any Disturbance, then the Owner is liable for any and all resulting damage, liability, corrective action, repair, maintenance or replacement, and JCP&L has no such liability by reason of this Post-Closing Obligations Agreement). JCP&L shall have the right, but not the obligation, to take or make any corrective action, maintenance, repairs, or replacements of any Engineering and Institutional Controls, after notice to the Owner(s) to be affected by such, to meet NJDEP's or a LSRP's requirements or obligations under Law(s) or

exercise rights under this Post-Closing Obligations Agreement, and may access the Property to do so.

(e) Subject to JCP&L's express obligations under Section 4.8(b) and (c), while and to the extent it owns, has an interest in, or uses the Property, each Owner and all its Affiliates shall honor and be responsible for compliance with all applicable Governing Document(s), and the associated Controls, as such compliance is necessary or advisable under any and every Governing Document(s) and Law(s), and each Owner shall be solely liable for all losses, damages and other consequences resulting from any breach of same on the Property, or even on other Property or properties if due to its breach, other than if and to the extent the breach is by JCP&L or its Affiliates or if the breach arises from a source for which JCP&L has liability under Section 4.8(b).

(f) Notwithstanding the foregoing, it is not the intent of the parties to shift the ordinary costs and risks of ownership, occupancy, repair, maintenance and replacement to JCP&L or its Affiliates; these ordinary costs and risks, and even extraordinary costs and risks, not both expressly allocated to JCP&L and due to MGP Materials, are the sole responsibility of, shall be borne instead by, the Owner of the Property and its Affiliates with interests in the Property.

4.9 Further Assurances. (a) Each of the Parties (including their Affiliates) shall, from time to time, at the request of the other, authorize, execute, deliver, file and otherwise implement or cause to be authorized, executed, delivered, filed and otherwise implemented by its Affiliates, such other documents, applications (including for permits for Work and RAP(s)), amendments, supplements, consents, filings, reports, notices, signs, deed notices, institutional controls, and instruments required, and take all further action that may be necessary, or may be reasonably requested, including for or by reason of any or all of the Governing Document(s), in order to effectuate the purpose and substance of this Post-Closing Obligations Agreement and JCP&L's remedial plans and specifications.

(b) (i) Hereafter Owner will execute, deliver and permit JCP&L to record, any and every similar, amending or replacement documents, and applications for RAP(s), to implement its remediation, and other documents, when and as set forth below. Upon receipt of each such deed notice or other document, JCP&L may any or all of use, record, file or deliver it as necessary or advisable.

(ii) Without limitation of either or both Sections 4.9(a) or 4.9(b)(i), at JCP&L's request, every Owner shall execute and deliver, and be bound by, each and every modification, amendment and restatement of any then prior deed notice or related document or approval (such as each application, RAP(s) or other Governing Document(s)), including after the proposal of any future Work or receipt of any NJDEP or LSRP approval, rejection, comment or requirement, if necessary or advisable to conform the deed notice to the NJDEP or LSRP approval, rejection, comment or requirement, or that Work or other changes, as hereafter prepared by JCP&L in form suitable for execution, otherwise consistent with this Post-Closing Obligations Agreement (and if not consistent, then subject to the prior review and approval of the affected Owner(s), not to be unreasonably conditioned, withheld or delayed, and it shall not be reasonable for the Owner(s) to withhold such approval if the inconsistencies are either (i) required by NJDEP, LSRP, other Government Authority or applicable Law(s), or the result of such NJDEP, LSRP other Government Authority approval, rejection, comment or requirement, or (ii) do not materially and adversely affect the continued use and ownership of the Property for its then use which itself is consistent with this Post-Closing Obligations Agreement or (iii) JCP&L tenders to Owner an agreement to indemnify, or otherwise protect, such Owner(s) for losses due to any such inconsistent material and adverse effect of a temporary nature, or even of a permanent nature, [which offer shall be deemed to cure the basis for any Owner(s) to withhold approval, provided however, that, without regard to the indemnity, protection or payment, the Owner retains its right and ability to use the Property in all material respects for its then actual uses consistent with, but subject to, this Post-Closing Obligations Agreement]), and deliver the deed notice or related document or approval (such as each application, RAP(s) or other Governing Document(s)) as executed to JCP&L for its use. Upon, JCP&L may either or all record, file or deliver it as necessary or advisable.

(c) JCP&L acknowledges that Owner may elect to sell, convey, lease or transfer any interest in any of the Property without approval of JCP&L. However, if the interest in Property to be conveyed is then

subject to any Deed Notice, CEA or RAP then Owner shall advise JCP&L of any effort or decision by it to offer, solicit offers or bids for, sell, convey, lease or transfer any interest in any of the Property at least thirty (30) days before initially listing or negotiating same for such, or making or accepting any offer or solicitation for such, and upon receipt of each offer, counteroffer or request for offer made to or by it for any such sale, conveyance, lease or transfer. In the event of any and every offer for such as to all or any portion of the Property, received or transmitted, Owner shall advise any potential transferee, purchaser, lessee and lender that such Property is expressly subject to this Post-Closing Obligations Agreement and Governing Document(s), as then in effect or proposed. If an Owner hereafter determines to offer, solicit offers or bids for such as to any interest in the Property, Owner(s) shall include by notation on the deed or instrument of transfer, lease or conveyance, the existence of this Post-Closing Obligations Agreement and each of the Governing Document(s) applicable to the portion of the Property to be included in such, if any, and ensure that Owner(s)' rights and obligations under this Post-Closing Obligations Agreement and the Governing Document(s), as applicable to the subject portion, are assigned and assumed as part of, and to the extent of, the sale, conveyance, lease, transfer and assignment.

(d) Each Owner and JCP&L shall disclose promptly to each other on receipt all new known material issues, facts and conditions, at or concerning its parcel of the Property, to the extent then not already disclosed to NJDEP (copies of which have been provided to the other).

4.10 Approvals. Prior to the execution of this Post-Closing Obligations Agreement, Buyer has sought and obtained all required approvals under Law(s) necessary to approve and authorize execution, delivery and performance of this Post-Closing Obligations Agreement and the other Governing Document(s). No other approval hereafter is or will be required for Buyer to meet his obligations.

4.11 Challenges; Owner Liabilities. (a) In pursuing planning and conduct of Work to address then unresolved issues of remediation of MGP Materials at and about the Property, JCP&L retains its right to discuss, negotiate, resolve and dispute any issues between NJDEP, the LSRP or others and JCP&L including any affecting the Property. In the event that any Owner, NJDEP, an LSRP or any Government Authority issues demands or requirements for the Property, the MGP Site or the MGP Materials which are unacceptable to JCP&L, or rejects or conditionally approves any plan, proposal or application submitted by or for JCP&L, including any RAWP, JCP&L retains the right to, and may, challenge or dispute those demands, requirements, rejections or conditions. In doing so, or in otherwise responding to such demands or requirements, JCP&L may proceed in such manner and on such schedule as JCP&L deems necessary or advisable.

(b) Further, in the event that the LSRP, NJDEP or any Government Authority requirements, or under Law(s), now or hereafter result from or by reason of (i) any Owner's wrongful actions or omissions, (ii) contamination or conditions at, about or from the Property which is or are not part of or due to MGP Materials, (iii) any Owner's wrongful performance or non-performance of its obligations under any of this Post-Closing Obligations Agreement or the other Governing Document(s), (iv) a Disturbance implemented in whole or in part by or for an Owner or any of its or their Affiliates either without compliance with this Post-Closing Obligations Agreement and the other Governing Document(s) or (v) the use and occupancy of or on the Property and in the case of (i) through (v) above to the extent not due to either the Work as conducted by JCP&L or the toxicological effects of undisturbed MGP Materials remaining after completion of the Work, then in all of (i) through (v) above ("Owner Liabilities") such Owner(s) of the affected Property shall be responsible for those Owner Liabilities and associated demands or requirements, to that extent, at their cost and expense, without recourse against JCP&L and its Affiliates except only for losses, damages and other consequences to the extent resulting from any breach of this Post-Closing Obligations Agreement by JCP&L and as otherwise expressly provided to the contrary in this Post-Closing Obligations Agreement.

4.12 Expenses. (a) Each of the parties (and their Affiliates) to this Post-Closing Obligations Agreement shall bear each of its own costs and expenses in negotiating, reviewing, executing and performing this Post-Closing Obligations Agreement except only as expressly set forth otherwise in this Post-

Closing Obligations Agreement, and JCP&L shall have no other payment obligations to Owner by reason of this Post-Closing Obligations Agreement or the Work.

(b) In the event that either Party (and their and Affiliates) incurs expenses which as set forth in this Post-Closing Obligations Agreement or other Governing Document(s) are to be borne by the other, or for which as set forth in this Post-Closing Obligations Agreement or other Governing Document(s) either is expressly entitled to be reimbursed by the other, while acting in compliance with their or its obligations under this Post-Closing Obligations Agreement or other Governing Document(s) with respect to such expenses, then the party (and their Affiliates, as relevant) obligated to bear those expenses or reimburse the party (and their Affiliates, as relevant) incurring such expenses shall make reimbursement of those expenses on written demand accompanied with an accounting and copies of invoices and other documentation showing the reasonableness and validity of the demand and citing to the applicable provision of this Post-Closing Obligations Agreement or other Governing Document(s) requiring such. By way of clarification, for example, the foregoing does not authorize Owner to conduct any investigation or remediation at or about the Property and demand reimbursement from JCP&L (for example, on a theory that JCP&L is arguably or expressly liable for that investigation or remediation) because no provision of this Post-Closing Obligations Agreement provides that Owner can so act. In any provision requiring payment by one party or Person (the "Liable Party") to another, or imposing any or all of the costs, liabilities or risks upon a party or Person (also the "Liable Party"), in the event that the non-Liable Party (a Person not so allocated the obligations for payment, costs, liabilities or risks) properly incurs any loss, liability, cost or expense by reason of the Liable Party's breach of its obligations for same, each of JCP&L and each and every Owner, to the extent that it is a Liable Party, hereby agrees to indemnify, defend and hold the other, to the extent the other is a non-Liable Party, harmless from and against any and all such loss, liability, cost and expense. In any action by a non-Liable Party against a Liable Party to enforce its right to reimbursement, the non-Liable Party shall be entitled to recover on demand any and all loss, liability, cost and expense due to the failure to reimburse (including reasonable attorney's fees and costs, including those incurred to enforce this provision against the Liable Party).

4.13 Non-Liability. Notwithstanding any other provision of this Post-Closing Obligations Agreement, the other Governing Document(s) or Law(s) to the contrary, in no event shall JCP&L be liable for or otherwise obligated to pay or reimburse for any or all of: (i) expenses for efforts unrelated to MGP Materials, as for example, without limitation, as might be required for an Owner's improvement project (such as lighting, utilities, painting or resurfacing) or construction plans or remediation of non-MGP Materials; (ii) expenses of ordinary, extraordinary and periodic maintenance, repair and replacement of the Property; (iii) expenses incurred by any Owner, even if without limitation related or due to MGP Materials, either (A) voluntarily (e.g. without limitation, not a matter of necessity arising from the existence of MGP Materials or arising from a legal obligation imposed by Law(s) governing MGP Materials or the like, or arising from the existence of this Post-Closing Obligations Agreement, or any combination of the foregoing), or (B) as a result of an Owner's breach of its obligations under any of this Post-Closing Obligations Agreement or other Governing Document(s); (iv) for any rent, or similar charge or payment, for use or access to the Property contemplated under any of the Governing Document(s), or interference with or impacts on the use of, access to or enjoyment of the Property by others; (v) for damages to the Property itself, or other losses sustained, which previously resulted or now exist from the presence of MGP Materials or other hazardous substances at or about the Property; (vi) damages or losses resulting from the continued presence of MGP Materials or other hazardous substances in soils, waters or other media at or about the Property, including in Restricted Areas, before, during or after the implementation of JCP&L's remedial plans; (vii) the removal of soils, waters, MGP Materials or other hazardous substances, materials, other media or improvements, at or about the Property; or (viii) the performance by any or all Owner(s) or Affiliates of their obligations, including execution of each deed notice or other documents, as and in the manner required of Owner(s) under this Post-Closing Obligations Agreement and other Governing Document(s). By way of clarification, JCP&L's sole obligations to pay or reimburse any Owner(s) or its Affiliates shall hereafter be solely if and as expressly provided in this Post-Closing Obligations Agreement, and not otherwise, all other liabilities and obligations having been released and waived.

5. DURATION, TERMINATION & LIMITATIONS

5.1 Duration. JCP&L's and its Affiliates', agents' and contractors' rights, obligations, and access under this Post-Closing Obligations Agreement continue until JCP&L notifies the then Owner(s) of the then relevant portions of the Property in writing that JCP&L has completed the Work with the effect that JCP&L thereafter has no continuing obligations under any Governing Document(s) or this Post-Closing Obligations Agreement for which access is or will be required to those portion(s), and in that notice JCP&L expressly terminates this Post-Closing Obligations Agreement as to those portion(s) specified therein (in which event the termination shall be effective as to only that specified portion(s) and its Owner(s) except as otherwise provided in this Post-Closing Obligations Agreement), and otherwise those rights, obligations and access are perpetual and irrevocable except only if terminated as to a particular parcel of Property by the then Owner of that parcel of Property "for cause" if and as hereafter provided in Section 5.3. This Post-Closing Obligations Agreement does not supersede or limit any other rights of access that JCP&L may have to or about the Property under Law(s).

5.2 Effect. Sections 1, 3, 4.1, 4.5 (but only as to then existing Controls and Governing Documents), 4.6, 4.7, 4.8, 4.9 (but only as to then existing Controls and Governing Documents), 4.10, 4.11, 4.12, 4.13, 5.3, 6, 9.1, 9.5, 9.6, 9.7, 9.8, and 9.10 shall survive expiration or termination of this Post-Closing Obligations Agreement. Termination shall not affect the rights and obligations of the parties accruing prior to its effect, including any and every waiver and release of, and limitation on, liability shall remain in effect after termination, and further including that any and all Controls in Restricted Areas, as well as any associated Governing Document(s), and the obligation to sign, deliver and record same, and the parties' obligations with respect thereto, then executed, recorded, or proposed by JCP&L or approved by NJDEP or the LSRP, may be continued, amended, required, enforced, implemented, operated or installed, repaired, maintained, replaced, and inspected after termination, as relevant, in full force and effect thereafter in a manner consistent with the terms and conditions of such and this Post-Closing Obligations Agreement prior to termination.

5.3 Breach; Emergency. (a) Breach (i) No Owner may terminate this Post-Closing Obligations Agreement as to any portion of Property owned by it, in which it has an interest, or any other property, except only that the Owner itself may do so for a material breach by JCP&L of its duties to that Owner under this Post-Closing Obligations Agreement as to its portion of a particular parcel of the Property, but then only after a detailed notice of that specified breach(es) by that Owner to JCP&L and passage of sufficient time to allow a reasonable opportunity for JCP&L to cure or dispute the alleged breach(es) as so detailed, not to exceed sixty (60) days or be less than thirty (30) days after such notice unless either (x) such dispute is resolved in JCP&L's favor or (y) cure is not able to be initiated, or effectuated in a reasonable manner, within such period (in which case (y) JCP&L may initiate such cure in such period as it reasonably determines may be commercially reasonable to do so, and diligently pursue such cure thereafter in such period as may be commercially reasonably necessary to do so and if reasonably cured in the permitted period this Post-Closing Obligations Agreement shall remain in effect); any such termination shall be limited to Owner's interest in the particular portion of the particular parcel of Property and not affect other Owner(s), parcels or portions. Prior to its compliance with this Section 5.3(a)(i) a non-breaching Party shall not be permitted to terminate this Post-Closing Obligations Agreement or to pursue any right or remedy in Court or before NJDEP for or by reason of any termination by reason of any breach, actual or alleged.

(ii) Either Party (including, as relevant, Affiliates of Seller and Buyer) may pursue other recourse against a breaching Party only for material breach(es) by the breaching Party or its Affiliates, agents and contractors of its duties to the non-breaching Party Owner under this Post-Closing Obligations Agreement only after a detailed notice from the non-breaching Party of that specified breach or breaches and passage of sufficient time to allow a reasonable opportunity to cure or dispute in Court the alleged breach(es), not to exceed thirty (30) days or be less than fifteen (15) days after such notice unless either (x) such dispute is resolved in the non-breaching Party's favor or (y) such cure is not able to be initiated, or is not able to be effectuated in a reasonable manner, within such period (in which case (y) the alleged breaching Party may initiate such cure in such period as it reasonably determines may be commercially reasonable to do so, and diligently pursue such cure thereafter in such period as may be commercially reasonably necessary to do so and if reasonably cured in the permitted period an "Event of Default" shall not be deemed to exist), and otherwise an Event of Default of the breaching Party shall thereafter be

deemed to exist. Prior to compliance with, and the existence of an Event of Default under, this Section 5.3(a)(ii) a non-breaching Party shall not pursue any right or remedy in Court for or by reason of any breach, actual or alleged.

(iii) If JCP&L or an Owner, or any of its respective Affiliates, acts in breach of its obligations, or fails to satisfy any other of its non-monetary obligations under this Post-Closing Obligations Agreement (for example for access, cooperation, signature to and delivery of documents, or the performance of Work), such that an Event of Default exists then the non-breaching Person shall have a cause of action for specific performance against the breaching Person and Affiliates, to the maximum extent permissible by law and equity, the parties hereby agreeing that any claim for damages then would be inadequate.

(iv) In the event of any other Event of Default for which specific performance is not sought or available, but not by reason of any other breach actual or alleged, the non-breaching Person shall have a claim against the breaching Person for actual direct damages arising by reason of the Event of Default and, subject to all the provisions of this Post-Closing Obligations Agreement (including Section 4.3), the non-breaching Person shall have such other rights and remedies under law and equity against the breaching Person as are otherwise available by reason of the Event of Default.

(b) In the event of an emergency, if reasonable to do so a Party may either or both (i) temporarily suspend access to or use by reason of the emergency, or (ii) take measures necessary or advisable to respond to, resolve or respond to the emergency, in each case of (i) or (ii) of, at or for the portion of the Property affected by such emergency and during or for its reasonable duration, and without regard to interference, interruptions or effects, without prior notice to or consent of the other Party (but with notice given of the emergency and anticipated duration of such, and actual or anticipated measures or responses to the emergency, as soon as practicable under the circumstances to the affected Party) if and as necessary or advisable to respond to or address such emergency, including any arising, continuing or not-corrected by reason of a breach of a Party. Any such suspension and measures shall occur only to the extent and for the period reasonably required to respond to the emergency and thereafter the Parties may otherwise proceed if and as consistent with this Post-Closing Obligations Agreement in the absence of the emergency.

(c) In the event of any suit by a Party by reason of an alleged breach of these access provisions, the prevailing Person shall be entitled to be reimbursed by the non-prevailing Person for reasonable attorney's fees and costs incurred in that suit and any action to enforce these provisions.

6. WAIVER OF CLAIMS; RELEASE OF SELLER. Effective immediately and hereafter, and upon and after each transfer of any interest in the Property, Buyer and its Affiliates, including, without limitation Buyer's heirs, successors and assigns, and each and all Owner(s), each Owner (including Buyer) for itself and its Affiliates, and including its heirs, successors and assigns, including to the maximum extent permitted by law all past and future tenants, occupants and licensees, hereby now and effective on each transfer of ownership of any or all of the Property, and also effective upon the making of any payment by JCP&L to Buyer, waives, releases and forever discharges any and all claims for losses, damages, injuries, liabilities, fines, penalties, costs and expenses ("Claims") Owner and Owner's Affiliates (including its heirs, successors and assigns, and to the maximum extent permitted by law including all past and future tenants, occupants and licensees), has or have, might have had or may have, against JCP&L and any and all of its Affiliates, including agents and contractors, with respect to, arising out of or in connection with or by reason of, directly or indirectly, any and all of the Property, other properties or the MGP Materials or the MGP Site, whether known or unknown, now or hereafter existing or arising, including without limitation for stigma damages, property damage, the existence and extent, and schedule and extent of remediation of (or delay in remediation of), and use of Control(s) and requirements of Government Document(s) for or by reason of, MGP Materials, as well as all natural resource damages, death, personal injury and toxic tort, except only that this release shall not apply only if and to the extent directly resulting from JCP&L's actual knowing breach hereafter occurring of JCP&L obligations to Owner under this Post-Closing Obligations Agreement which breach is not cured or waived after notice from Owner to JCP&L and adequate opportunity to cure the breach (not to be less than sixty (60) days after such notice and to extend to such longer period as is reasonably necessary or advisable to permit cure). Effective on or after the Effective Date, now and effective

on each change in or transfer of ownership of any portion or all of the Property, and also effective upon the making of any payment by JCP&L to Buyer under this Post-Closing Obligations Agreement, each Owner, for itself and Owner's Affiliates, including heirs, successors and assigns, and to the maximum extent permitted by law including all past and future tenants, occupants and licensees, also expressly waives and releases any and every claim Owner and Owner's Affiliates now have or may hereafter have against JCP&L and all of its Affiliates for consequential damages, such as lost value, income or profits, punitive damages, double or treble damages or the like, and claims arising by Law(s), including common law, statute or regulation, it being intended that the rights, obligations and remedies of Owner and Owner's Affiliates and to the maximum extent permitted by law tenants, occupants and licensees, against JCP&L and its Affiliates for and by reason of any or all of this Post-Closing Obligations Agreement, MGP Materials and the MGP Site shall be solely as provided in this Post-Closing Obligations Agreement. Subject to the provisions of this Post-Closing Obligations Agreement, each Owner and all of Owner's Affiliates, including heirs, successors and assigns, and to the maximum extent permitted by law including all prior and future tenants, occupants and licensees, covenant not to sue, and shall not institute or pursue any suit, action or proceeding against, nor make any claim against, JCP&L or any of JCP&L's Affiliates in any court or before any agency, tribunal or other decision maker, for legal or equitable or other relief in connection with or arising out of the presence of contamination at or about the Property, or loss of use of the Property, other properties, or the MGP Site or any MGP Materials, or any other possible cause of action arising out of the facts as set forth in this Post-Closing Obligations Agreement, except only if and to the extent directly resulting from JCP&L's actual knowing breach of JCP&L's obligations to Owner under this Post-Closing Obligations Agreement occurring hereafter which breach is not cured or waived after notice from Owner to JCP&L and adequate opportunity to JCP&L to cure the breach (not to be less than sixty (60) days after such notice and to extend to such longer period as is reasonably necessary or advisable to permit cure). This Release provides and includes a full general release and waiver of all statutory, regulatory, legal, equitable, common law and other claims, rights and remedies including without limitation those arising under any and all applicable Law(s) including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq. ("CERCLA") and the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (the "Spill Act"), subject only to the express exceptions stated above.

7. INDEMNITY & INSURANCE

7.1 JCP&L Indemnity. Subject to all of the terms and conditions of this Post-Closing Obligations Agreement, JCP&L itself shall indemnify, defend and hold harmless each Owner itself from and against: (i) any Claims of third parties, including the LSRP or NJDEP, to cause Remediation of the MGP Materials at the Owner(s)' parcel of Property, including if and by reason of the NJDEP Case concerning the MGP Site, or (ii) loss, liability and damage arising from JCP&L's or its agent's or contractor's negligence in the use by them hereafter of Owner(s)' parcel of Property for the Work, including unanticipated damage not repaired, replaced or restored as required by this Post-Closing Obligations Agreement, and personal injury or death, so caused and occurring, or (iii) Claims of off-Property unrelated third parties (those who have never been Owner(s) or their Affiliates, or do not have interests in the Property) by reason of the past or continued existence and migration of MGP Materials hereafter at and from the Owner(s)' parcel of Property, including without limitation for personal injury or death (e.g. toxic tort) or property damages (e.g., stigma damages) so caused, (collectively JCP&L's obligations under this Section 7.1 are referred to as "JCP&L's Indemnity Obligations"). JCP&L's Indemnity Obligations exclude however: (x) (Owner's and Affiliate's Own Claims)- except if and as made under Section 7.1(ii), any and all Claims, losses, liabilities or damages either of any Owner itself or its Affiliate claiming status as an indemnitee or otherwise claimed by Owner itself or its Affiliate, and any and all Claims, losses, liabilities or damages sought from an indemnitee by each and every other Owner(s), including those third parties seeking to acquire or acquiring interests in the Property directly or indirectly from Owner or its Affiliates, any and all other Persons with an interest in the Property, any other present or future owners, tenants, licensees (or other occupants having contractual rights or permissions to use the Property), and any and all of their Affiliates, but this exclusion of Section 7.1(x) does not exclude from JCP&L's Indemnity Obligations such JCP&L obligations arising by reason of non-Affiliate third party Claims, losses, liabilities or damages of or against an indemnitee (for example if a third

party sues Owner for Remediation of the MGP Materials at the Property, and JCP&L defends or fails to defend such suit, the plaintiff prevails in such suit and Owner seeks indemnification for the damages due to the successful plaintiff from Owner as losing defendant, then Owner is entitled to indemnification by JCP&L itself without regard to this exclusion and such indemnification shall include Owner's reasonable legal fees and costs incurred for the defense of said suit(s) regardless of the outcome of said suit(s)); and (y) (Owner's and Affiliate's Contractual Undertakings)- Claims, losses, liabilities or damages of any Person against Owner(s) or their Affiliates arising by reason of present or future contractual undertakings or commitments of Owner(s) or their Affiliates; and (z) (Owner Indemnity Obligations to JCP&L)- Claims, losses, liabilities or damages for which any Owner(s) is obligated to indemnify, defend or hold JCP&L harmless; and for all of which Section 7.1 exclusions (x), (y) and (z) JCP&L shall have no liability. By way of clarification, JCP&L's Indemnity Obligations also exclude past Claims, losses, liabilities or damages and shall apply to future Claims, losses, liabilities or damages only as expressly provided in this Post-Closing Obligations Agreement.

7.2 Insurance. During the period(s) during which JCP&L personnel, or those of its agents or contractors or subcontractors, are both present and conduct Work (other than inspections or groundwater sampling of then existing wells), on the Owner(s)' parcel of Property, JCP&L or through any or all of its agents, contractors or sub-contractors, as it elects, shall:

(a) (i) purchase and maintain from recognized responsible companies licensed to do business in the State of New Jersey, at its own cost and expense such insurance described in the Section 7.2(d) below and as is appropriate for the Work there being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused from JCP&L's performance and furnishing of the Work on the Owner(s)' parcel of Property, whether it is to be performed or furnished by JCP&L, its agents, contractors or subcontractors, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work on the Owner(s)' parcel of Property, or by anyone for whose acts any of them may be liable; and

(ii) name Owner as an "Additional Insured" on the required policy of commercial general liability insurance, and provide Owner in advance of the Work on the Owner(s)' parcel of Property with a Certificate of Insurance indicating that the insurance coverage as described in Schedule 5.2 and as is appropriate for the Work being performed and furnished on the Owner(s)' parcel of the Property has been obtained, and that Owner has been designated as an "Additional Insured" where required.

(c) All policies/certificates of insurance must provide for a thirty (30) day notice in the event of cancellation or non-renewal or both.

(d) Insurance coverage shall be provided for not less than the following amounts (or greater where required by law):

A. Workers' Compensation

◇ Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations

◇ With a single limit of liability per occurrence for bodily injury (including death) and property damage of two million (\$2,000,000) dollars*.

◇ Buyer shall be named as "Additional Insured".

◇ Waiver of Subrogation

C. Automobile Liability Insurance

◇ With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars* for bodily injury and property damage.

◇ This insurance must include coverage for owned, hired, and non-owned automobiles.

7.3 Owner Indemnity. Each Owner (including Buyer) shall indemnify, defend and hold JCP&L and Affiliates harmless from and against any and all Claims, loss, liability and damage resulting from either or both its Owner's Liabilities or its or its Affiliate's negligence or active wrongdoing, including damages to third Persons, personal injury or death.

7.4 Mutual. Each of JCP&L on the one hand and every Owner on the other (including Buyer) as indemnitor shall indemnify, defend and hold the other and Affiliates as indemnitee harmless from and against any and all Claims, loss, liability and damage from either or both the breach of the indemnitor's obligations or the indemnitor's failure to fulfill its responsibilities under any or all of this Post-Closing Obligations Agreement, or, to the extent applicable under this Post-Closing Obligations Agreement, each and every Governing Document(s). Every indemnitee under this Article 7 is obligated to give all its indemnitors prompt written notice of all Claims, including every litigation by or against the indemnitee, for which it seeks or intends to seek indemnification or defense.

8. Affiliates. Notwithstanding any provision of this Post-Closing Obligations Agreement which affords protections by its terms to Seller's Affiliates, at all times Seller or its successor corporate person or entity (not as successor to any property) shall have the right to deal with Buyer and others and manage, compromise, release, coordinate and waive all such protections due from Buyer and others under this Post-Closing Obligations Agreement in such manner as it deems fit without obligation or liability to such Affiliates, including that in the event of any conflict among any or all of its Affiliates, it may (1) determine how to proceed and bind them or (2) determine not to resolve the conflict and allow each of the protected Affiliates to proceed as each deems best or advisable or (3) terminate the protections to be provided to one or more Affiliates, all as it may in its sole and unreviewable discretion determine to be in its best interests without regard to the interests of the Affiliates so affected. Seller or its successor corporate person or entity may designate an individual manager who may deal with Buyer exclusively in managing all such protections and Buyer's efforts under this Post-Closing Obligations Agreement.

9. Miscellaneous.

9.1 Notices. Any notice, demand, approval or other communication ("Notices") hereunder shall be in writing and shall be deemed to have been given or delivered: (a) upon receipt, when delivered personally; or (b) two days after deposit in the United States mail, postage prepaid; (c) one day after deposit with a nationally recognized overnight courier, return receipt requested and delivery charges prepaid; or (d) by facsimile provided that sender of such communication shall orally confirm receipt thereof by the appropriate parties and mail a copy of such communication to the appropriate parties within one day of such facsimile. All Notices shall be addressed to the parties at their addresses first set forth above, or to such other address as either party may specify by notice to the other party.

9.2 Modification of Agreement. This Post-Closing Obligations Agreement may not be amended or modified, nor may any obligation hereunder be waived, orally, and no amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

9.3 Construction. This Post-Closing Obligations Agreement is intended by the parties to be interpreted by a Court required to so interpret this Post-Closing Obligations Agreement as being the broadest form of release, waiver and covenants not to sue, cognizable under law to protect Seller, subject however to Seller's express covenants in favor of Owner(s) in this Post-Closing Obligations Agreement. This Post-Closing Obligations Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Post-Closing Obligations Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the agreement herein contemplated to the extent possible. The parties each acknowledge that it has actively participated in the preparation, drafting and review of this Post-Closing Obligations Agreement, and each

party hereby waives any claim that this Post-Closing Obligations Agreement or any provision hereof is to be construed against the other party hereto as the drafter thereof. In all references in this Post-Closing Obligations Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Post-Closing Obligations Agreement may require. The captions, section and article headings are provided for purposes of convenience of reference only. The parties hereto are bound by this Post-Closing Obligations Agreement. Any person or other entity which succeeds to any of the respective rights, obligations and responsibilities of Seller, Seller's Affiliates or Buyer or Buyer Affiliates, or owns, leases, occupies, or otherwise has any interest to or in the Property is also bound. This Post-Closing Obligations Agreement is made for the benefit of the parties, their Affiliates and all who succeed to their rights and responsibilities as contemplated by this Post-Closing Obligations Agreement. Nothing in this Post-Closing Obligations Agreement is intended to invalidate or alter any other agreement made between Seller and Buyer at and for the Closing if and to the extent that such other agreement expressly references it as modifying the provisions of this Post-Closing Obligations Agreement.

9.4 Advice of Counsel. By their execution of this Post-Closing Obligations Agreement or any and all counterparts thereof, each of the parties does hereby expressly acknowledge that they have executed the same freely and voluntarily and they have had the opportunity to seek and obtain advice of counsel, accountants and financial advisors of their choice, regarding the effect of the execution and delivery of this Post-Closing Obligations Agreement or a counterpart of it. They have each had adequate opportunity to investigate and assess all of the facts and circumstances relevant to the decision to enter into this Post-Closing Obligations Agreement.

9.5 Governing Law. This Post-Closing Obligations Agreement shall be constructed in accordance with, and its performance shall be governed by, applicable laws in effect in the State of New Jersey, without regard to its rules regarding conflicts of laws. Any cause of action arising hereunder shall be brought in an appropriate forum within the State of New Jersey and the parties submit and consent to the jurisdiction thereof for that purpose.

9.6 Assignment. Except as set forth expressly in this Post-Closing Obligations Agreement, neither JCP&L nor any Owner shall assign any rights or delegate any responsibility imposed under this Post-Closing Obligations Agreement as to an Owner(s)' particular parcel of Property without the other's express written consent which consent shall not be unreasonably withheld; notwithstanding the foregoing JCP&L may assign and delegate its rights and obligations to its agents and contractors so that the Work may be conducted as contemplated by this Post-Closing Obligations Agreement and Owner may assign and delegate its rights and obligations in whole (as to the transferred whole or portion of the Property, retaining its rights and obligations as to any portion not transferred) to a transferee of all or any part of the Property for an Agreed Use, to the extent applicable to the conveyed Property and provided Owner has complied with its obligations in this Post-Closing Obligations Agreement with respect to or by reason of such transfer. Neither party shall be obligated to obtain the other's consent to any assignment and delegation to a purchaser of all of its stock, a potential or actual real estate lender, purchaser or tenant, or all or substantially all of its assets, or in the event of a statutory merger or consolidation of an entity with it. Any permitted assignee shall assume, perform and satisfy any obligation of the assignor under this Post-Closing Obligations Agreement as a condition of that assignment. No permitted assignment shall relieve a party of its then existing obligations and liabilities under this Post-Closing Obligations Agreement. Neither party shall act so as to deprive the other of its rights and benefits under this Post-Closing Obligations Agreement by any future assignment or conveyance. Nothing herein confers upon any other Person, any rights or remedies by reason of this Post-Closing Obligations Agreement.

9.7 Agreement Runs with the Land. The provisions of this Post-Closing Obligations Agreement shall be deemed to run with the land, shall be deemed to touch and concern the land and coupled with an interest, and shall be binding upon Buyer and its successors and assigns. This Post-Closing Obligations Agreement and the provisions by or for Owner and JCP&L shall be binding upon Owner and JCP&L as such and their respective heirs, successors and permitted assigns, shall be deemed to run with the land, in perpetuity, as a covenant coupled with an interest, and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. This Post-Closing Obligations Agreement and the provisions by or for Buyer (included within the term "Owner") shall be

binding upon or for the benefit of Buyer as the Owner and its successors and permitted assigns as such, and shall inure to the benefit of the other parties and their respective heirs, successors and permitted assigns. Any obligation or responsibility of any and all Owner(s) shall also be an obligation and responsibility of their respective heirs, successors, assigns, (and to the extent of their role at the Property, their agents, servants, employees, contractors, subcontractors and other Affiliates). If any Owner hereafter determines to convey, or has previously done so, any interest in the Property, or encumbers or assigns its rights in or to the Property, each shall notify each potential or actual transferee, purchaser and lender of the existence of this Post-Closing Obligations Agreement and ensure that its rights and obligations under this Post-Closing Obligations Agreement are also conveyed, assigned and assumed as part of, and to the extent of, the conveyance and assignment (or with JCP&L's consent are at least subordinate and subject to this Post-Closing Obligations Agreement), and in all other respects in compliance with this Post-Closing Obligations Agreement. Each Owner shall be solely responsible for ensuring that any and all of its visitors, guests, tenants, invitees, and agents, servants or employees, to the extent of its power, authority and control over them (which as to the public, adjacent landowners with interests in the Property and existing public utilities with improvements on or in the Property JCP&L concedes may be limited or nonexistent, fully and timely comply with and abide by the terms and conditions of this Post-Closing Obligations Agreement. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the parties hereto (and their respective heirs, successors and assigns), any rights or remedies under or by reason of this Post-Closing Obligations Agreement.

9.8 Force Majeure. Neither party nor their Affiliates shall be liable for delay or failure of performance due to force majeure and the consequences of same, provided that the Claiming Party takes reasonable efforts to circumvent, avoid or mitigate the effect of force majeure and upon and after the cessation of the force majeure event or circumstances makes prompt and reasonable efforts to thereafter reschedule and perform those obligations affected by force majeure (including that the Claiming Party shall be allowed both an additional reasonable period equal to the actual length of the force majeure event and circumstances and such further period as may be necessary or advisable to reschedule such performance in view of the consequences and direct and indirect effects of the force majeure event and circumstances [e.g., due to contractor unavailability and backlogs, weather and requirements of Law(s)]).

9.9 Counterparts. This Post-Closing Obligations Agreement may be executed in counterparts which, when taken together, shall constitute but one Agreement.

9.10 Interpretation.

- Notwithstanding the presence or absence of words such as "heirs, successors, assigns", except only to the limited extent the context may otherwise require, it is expressly intended that: (1) Promises made by, and liabilities and obligations of, Buyer or Owner(s) shall be binding on all present and future owners, operators, tenants, licensees and occupants at all times while they have an interest in the Property; (2) Obligations and liabilities of any current or future owner, operator, occupant, tenant, licensee or occupant accruing during the period of their interest in or use of the Property shall survive the termination of that interest or use; (3) Rights, obligations and liabilities shall be binding upon or exercisable or both by a Person's Affiliates.

- References to the Property include any and all portions of the Property, except as the context may clearly require otherwise. References to an Owner(s)' parcel of Property means the particular parcel, identified consistent with Exhibit A, owned by that Owner.

- References to an Owner of the Property (or a portion) include all owners of the Property (or that portion) if the Property (or that portion) is owned by multiple owners. References to an Owner of a parcel of the Property (or a portion) include all owners of that parcel of the Property (or that portion) if the parcel of Property (or that portion) is owned by multiple owners.

- Use of the word "including" shall always be interpreted to have the same meaning as the words "including without limitation."

- The headings of the Subsections, Sections and Articles of this Post-Closing Obligations Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Post-Closing Obligations Agreement.

- The parties each acknowledge that it has actively participated in the preparation, drafting and review of this Post-Closing Obligations Agreement, and each party hereby waives any claim that this Post-Closing Obligations Agreement or any provision hereof is to be construed against the other party hereto as the drafter thereof. Buyer has adequate opportunity to seek the review and advice of counsel before entering into this Post-Closing Obligations Agreement. Each future Owner(s) will have had adequate opportunity to seek the review and advice of counsel before obtaining an interest in the Property subject to this Post-Closing Obligations Agreement, and is bound hereto whether it has had such opportunity or not or has not availed itself of that opportunity.

- In all references in this Post-Closing Obligations Agreement to any parties or Persons, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Post-Closing Obligations Agreement may require.

- All recitals and the exhibits attached to this Post-Closing Obligations Agreement are part of this Post-Closing Obligations Agreement and the material contained in such recitals and exhibits shall be construed and interpreted as if contained within the body of the Agreement.

- In the event of any inconsistencies or conflicts between the exhibits and the body of this Post-Closing Obligations Agreement, the exhibits shall govern. In the event of a conflict between a Recital and the body of this Post-Closing Obligations Agreement, the body of this Post-Closing Obligations Agreement shall govern. Other rules of construction are provided in Exhibit 1.1.

- In the event that any of the provisions of this Post-Closing Obligations Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Post-Closing Obligations Agreement, with a view toward effecting the purposes of this Post-Closing Obligations Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected by such holding.

NOTE: BALANCE OF PAGE IS INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS.

Buyer and Seller have executed this Post-Closing Obligations Agreement, as of the dates indicated below.

By: _____

Its: _____

Date: _____, 202_

(Buyer)

JERSEY CENTRAL POWER & LIGHT COMPANY

By: _____

William R. Beach

Title: Director, Real Estate
for FirstEnergy Service Company on behalf of Jersey Central Power &
Light Company

Date: _____
_____, 202_

(Seller)

Post-Closing Obligations Agreement
ACKNOWLEDGMENT (For Seller)

STATE OF _____ :
 :ss.:
COUNTY OF _____ :

I CERTIFY that on _____, _____ personally came before me William R. Beach and he acknowledged under oath, to my satisfaction, that he:

(a) _____ is the Director, Real Estate for FirstEnergy Service Company on behalf of Jersey Central Power & Light Company, the corporation named as Grantor in this Deed.

(b) _____ signed, sealed and delivered this Post-Closing Obligations Agreement and Release in his capacity as Director of Real Estate and Facilities for FirstEnergy Service Company on behalf of Jersey Central Power & Light Company as the voluntary act of the corporation.

Notary Public
State or Commonwealth of _____
County of _____

ACKNOWLEDGMENT (For Buyer)

STATE OF _____)
)SS
COUNTY OF _____)

On this _ day of _____, 20___, before me the sub-scriber, a Notary Public or Attorney at Law of the State of _____, personally appeared Mr. or Ms. _____ and/or Mr. or Ms. _____, who I am satisfied is or are the person(s) identifying himself, herself or themselves as the officer or officers as shown beneath their signature of _____, the corporation or other entity named in and subscribing to the foregoing Post-Closing Obligations Agreement and Release as Buyer, and he, she or they, being by me duly sworn, acknowledged, deposed, said that such instrument was made and sealed by and on behalf of such entity, and that he, she or they signed, sealed, and delivered the same authorized as such officer or officers of that entity, as its voluntary act and deed by virtue of authority from the Board of Directors or other governing body of that corporation or entity, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have signed and sealed this acknowledgment the day and year first above written.

Name: _____LS
Title: _____

Affix Seal

Post-Closing Obligations Agreement
Exhibit A
The Property

Copy from Contract, subject to reasonable adjustments by Seller for Closing

Post-Closing Obligations Agreement
Exhibit B Future Work

Note: All subject to revision if and as permitted by the Agreement or post-signing changes in facts or law(s).

No active remediation by excavation is currently planned for the Property. JCP&L's currently planned Work for the Property is described in the Agreement.

A Classification Exception Area and/or Remedial Action Permit is in effect only as set forth on Exhibit or Schedule A, and copies of the relevant Governing Document(s) as now in effect have been provided to Buyer. A deed notice is now in effect for Parcel J. *[Note: Subject to adjustment by Seller for then facts.]*

New Governing Documents or Amendments, if required consistent with this Post-Closing Obligations Agreement or Law(s), shall promptly be signed and delivered by the then Owner of the Property to JCP&L on reasonable demand, and thereafter recorded by or for JCP&L.

A remedial action permit(s) (RAP) for the Property either is being sought or has been obtained as described above, or may be required hereafter, including for or by reason of changes as set forth in the Post-Closing Obligations Agreement, and if required by Law(s) or JCP&L the application or transfer or amendment of each RAP shall promptly be signed and delivered by the then or each new Owner to JCP&L on reasonable demand, and thereafter filed by or for JCP&L. Each RAP likely will include requirements for regularly scheduled inspections and reporting by JCP&L and potentially may specify a maintenance program by JCP&L to maintain Controls (including wells). The RAP will require JCP&L to provide biennial certifications and periodic renewal of the RAP. The CEA, deed notice and RAP can thereafter be amended as provided in the Agreement.

Anticipated Work at All Parcels:

- JCP&L Access for, and conduct of, periodic groundwater sampling (currently annually, but subject to change to satisfy NJDEP requirements) at nearby monitoring wells.
- JCP&L Access for repair, maintenance and replacement of wells and control(s) on nearby Parcel(s), if any, will be performed when and as needed.
- Inspections of 220 40th St. Parcel (Parcel J, and any other parcel subject to a deed notice) when and as required under Law(s) for and by reason of the Deed notice and NJDEP remedial action permit, including so that JCP&L can make biennial certifications to NJDEP
- Inspections and other due diligence when and as required under Law(s) for and by reason of the classification exception area ("CEA") (including to ensure no groundwater use in CEA) and NJDEP remedial action permit, including so that JCP&L can make any required biennial certifications to NJDEP.
- Reporting to NJDEP on or for particular property, if any, will be performed if, when and as needed.
- Monitoring wells located near the Property may be abandoned per NJDEP requirements, and access shall be provided for same, if, when and as determined appropriate by JCP&L.

Disclosures to buyers, lenders, transferees, tenants, licensees and occupants will be provided by Owner when and as required by Law(s), Deed Notices, CEAs and RAPs.

Compliance with the Government Document(s) will occur in accordance with the Agreement.

POST-CLOSING OBLIGATIONS AGREEMENT EXHIBIT 1.1

TERMS & DEFINITIONS

Ex. 1.1(a) Introduction. The following terms used in this Post-Closing Obligations Agreement, including in this Exhibit, shall be defined to have the meanings set forth in this Exhibit 1.1 of the Post-Closing Obligations Agreement. Similar terms as used in the Contract, Deed and other Government Document(s), shall have the same meanings, adjusted for their respective purposes, except if and as the context may require otherwise. Other words or terms used in this Post-Closing Obligations Agreement, the Contract or Governing Agreements are defined elsewhere in this Post-Closing Obligations Agreement, the Contract or those Governing Agreements. Related terms and cognates of defined words or terms shall have the same or related meanings adjusted for the appropriate context. Occasional use of a combination of words repeating in whole or in part portions of the defined term shall not, by such usage, repetition, or omissions of or changes to other parts, detract from the expansive meaning of a defined term except only if and to the extent the usage clearly requires otherwise (e.g., the occasional reference to the concept of a “person or entity” does not alter or weaken the application of the defined term “person” as including any and all “entities”). In the event of any conflict between a definition in the main body of the this Post-Closing Obligations Agreement, the Contract, the Deed or other Governing Document and a definition in this Exhibit, then the definition of this Exhibit shall govern and control except only if and as the context clearly requires otherwise. Note: the use of **bold** fonts, underlining or quotes below and elsewhere is solely to aid in visual location of definitions and such use is not part of the defined term itself.

Ex. 1.1(b) Change(s) in Law(s). In the event of any change in Law(s), including the replacement of any defined term with another, or an alteration of the procedures or requirements for a present procedure or requirement relevant to the meaning or application of a defined term, or the imposition of new obligations associated with such term, or the like, then the definitions within and for this Post Closing Obligations Agreement, Contract, the Deed and other Government Document(s) and the allocation of those related obligations shall be reasonably construed to be revised so as to provide an equivalent meaning and allocation as provided in this Post-Closing Obligations Agreement (e.g., if the term “response action outcome” is revised by Law(s) to be a “no further action letter” or the like, or some other term, then the definition of response action outcome shall be so revised; e.g., if the process to obtain an RAO changes to include more steps or fees, then JCP&L shall be obligated for same to the same extent as similarly obligated under the Contract for and by reason of an RAO, except that Owner shall be obligated to allow and cooperate with same, and Owner shall have similar obligations for and by reason of same as before, but if the process for issuance of an RAO becomes dependent on a full investigation or remediation of the Property, including for hazardous substances, wastes or materials other than MGP Materials, or for or by reason of Owner Liabilities, then JCP&L shall nevertheless not be obligated for such non-MGP Materials or work for or by reason of Owner Liabilities and the terms and conditions of the Contract as to same shall remain in effect. Similarly, if a new permit program is implemented with new fees and requirements for MGP Materials, then JCP&L shall be obligated for such permit as if such were included within the meaning of RAPs, such shall be one of the Government Document(s) and Owners shall have equivalent obligations for and by reason of such, but JCP&L shall not be so obligated as to other permits for or by reason of conditions or substances not being MGP Materials or required by reason of Owner Liabilities) and the terms and conditions of this Post-Closing Obligations Agreement, the Contract and the other Governing Documents as to same shall remain in effect.

Ex 1.1(c) Defined Terms:

- The terms “**Affiliates**” or “**affiliates**” shall mean with respect to any Person, (i) each Person that controls, is controlled by or is under common control with any such Person, directly or indirectly (including parent entities and subsidiaries), (ii) each of such Person’s officers, directors, joint venturers, members and partners and the like, (iii) such individual Person’s spouse, children, siblings and parents and trusts and fiduciaries for the benefit of same (iv) such Person’s heirs, successors and assigns and (v) such Person’s agents, servants, employees, contractors, licensees and tenants. For purposes of this definition, “**control**” of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting interests, by contract or otherwise.: However, (i) Buyer and its Affiliates shall not be deemed to be Affiliates of

JCP&L and (ii) JCP&L and its Affiliates shall not be deemed to be Affiliates of Buyer. At JCP&L election, from time to time, JCP&L may notify Owner(s) that an LSRP is to be deemed not to be an Affiliate of JCP&L in or for any particular or kind of event(s) or circumstance(s) in which the LSRP acts independent of JCP&L direction or control (for example if the LSRP acts at NJDEP direction or control).

- The terms “**Buyer**” shall mean the party identified as such on the first page of the Post-Closing Obligations Agreement itself. The term “**Owner**” shall mean Buyer, and its real estate successors and all of its and their Affiliates to the extent of its, his, her or their interests in any of the Property.
- The term “**BGS**” shall mean below ground surface. Unless JCP&L specifies otherwise, in its sole discretion, or the context clearly requires otherwise, the measurement of a distance BGS shall be made from the higher of the presently existing ground surface or the future ground surface after addition of fill or other materials, but shall not include the surface of improvements other than Cover, slabs or foundations to the level of the balance of the surface, installed on existing or future ground surface.
- The term “**CEA**” or “**classification exception area**” shall mean any or all of a classification exception area (as defined and implemented by NJDEP), wellhead restriction area, or other institutional control or the like applicable to ground water or other water related conditions, media or uses, whether now existing or hereafter imposed. Every CEA is subject to revision by JCP&L and its LSRP. The area of the Property subject to any CEA, and nearby areas of the Property that could adversely affect JCP&L’s planned remediation, is restricted against groundwater use except for remediation.
- The term “**Claiming Party**” shall mean a Person claiming the existence of force majeure to excuse or delay non-performance or delay in its performance.
- The terms “**Claims**” or “**Claim(s)**” shall mean any and all claims, assertions, suits, actions, causes of action, demands or judgments for losses, obligations, investigations, damages, injuries, liabilities, fines, penalties, costs, fees and expenses (including reasonable attorneys’ fees, court costs and disbursements), without limitation expressly including any and every demand, count, claim crossclaim, counterclaim or defense that can be asserted in any Litigation.
- The term “**clean zone**” or “**Clean Zone**” shall mean a JCP&L specified or minimum BGS zone or depth, above deeper MGP Materials, consisting of clean soils or other materials compliant with NJDEP Unrestricted Use Criteria, some portion of which may be designated as Cover (sometimes proposed by JCP&L to NJDEP to be approximately six (6.0) inches, but usually more, of clean material or if as elsewhere permitted some other depth of capping or Cover material or Cover Improvement [such as a building slab or a parking or driving surface]), such Cover being potentially at the surface of the Property but to the extent approved and feasible JCP&L prefers the Cover to be a bottom portion within a specified clean zone BGS. A clean zone may be or include one or more of the Controls used in remediation and other improvements approved by JCP&L if and as consistent with JCP&L’s plan or RAWP or other Governing Document for or by reason of remediation Work. The MGP Materials may be in any form, media or depth beneath a clean zone or cover, including as free or residual product.
- The term “**Cover**” or “**cover**” shall mean an element of JCP&L’s remediation, potentially at the surface but often proposed by JCP&L to NJDEP to be the bottom portion within a specified clean zone, potentially extending BGS to some depth or quantity, of clean or other JCP&L or NJDEP acceptable quality of stone, gravel, soils, fill or other materials (potentially including Cover Improvements), now existing or installed or relied on for or as part or by reason of the remediation and Work planned by JCP&L in Restricted Areas, including to protect against contact exposure to and with MGP Materials, but potentially serving other purposes instead or as well. The MGP Materials may be in any form, media or depth beneath a clean zone or cover, including free or residual product.
- The term “**Cover Improvements**” shall mean the Cover provided either by improvements now or in the future on, at or about any of the Property in Restricted Areas, such as concrete, macadam, asphalt, stone, gravel, or the like, permeable or impermeable, surface or subsurface materials or products, liners, barriers, caps, paving, parking, roads, driveways, sidewalks, curbing, foundations, floors, slabs, and crawl spaces, or the like, now or hereafter existing or installed or relied on for or as part of the remediation planned by JCP&L including to protect against contact exposure to and with deeper MGP Materials, but potentially serving other purposes instead or as well. The MGP Materials may be in any form, media or depth beneath a clean zone or cover, including free or residual product.
- The term “**Contract**” shall mean the Contract for Sale of Real Estate made between the parties under which the Property is being sold by JCP&L as Seller to Buyer.
- The term “**Cover Zone(s)**” shall mean the area, depth and kind of either or both Cover or Cover Improvements in

Restricted Areas, as planned or existing at the particular location and used or planned to be used by JCP&L for remediation.

- The terms “**Deed Notice**,” “**Deed Notice(s)**,” “**deed notice**,” or “**deed notice(s)**,” “**Engineering Control**” or “**engineering control**,” “**Institutional Control**” or “**institutional control**,” or “**Controls**” or “**controls**” or “**Control(s)**,” and other terms commonly used under Environmental Law(s), each shall have the meanings commonly attributed to them under applicable Environmental Law(s) (e.g., Controls shall mean any and all Engineering Controls and Institutional Controls) for the NJDEP Case and MGP Materials, except only if and to the extent the context of usage in this Contract, or as reasonably determined otherwise by JCP&L, requires otherwise. However, the terms “**Deed Notice**,” “**Deed Notice(s)**,” “**deed notice**,” or “**deed notice(s)**,” for any of the Property and its remediation by JCP&L shall mean and include both the deed notice form approved by NJDEP, as from time to time in effect, and either or both draft deed notices or, at JCP&L’s election, restriction agreements in anticipation of future NJDEP or LSRP approved deed notices (such agreements or drafts allowed to be modified from NJDEP’s forms to reflect a preliminary nature and effect and allow for recording before submission to or approval of NJDEP, or application for a RAP). The above terms shall also include any and all amendments, revisions and replacements thereto. The current form of Deed Notice is available at NJDEP’s website. Any now existing Deed Notice affecting any parcel of the Property is referenced in the applicable portion of Exhibit A.

- The terms “**DEP**” or “**NJDEP**” shall mean the New Jersey Department of Environmental Protection and its predecessors, successors, agents, servants and employees, but does not include any LSRP, except only if and to the extent Environmental Law(s) allow an LSRP designated by JCP&L to act in the place of NJDEP itself and JCP&L elects that for such purpose and to such extent that its LSRP shall be deemed to be NJDEP hereunder (e.g., for issuance of any approval(s), such as an FRD). The terms “**DEP itself**” or “**DEP itself**” shall mean only the New Jersey Department of Environmental Protection itself and its Government Authority successors (but not other Affiliates, and not any LSRP).

- The term “**Environmental Law(s)**” shall mean: (1) any and all applicable Law(s) whether previously, now or hereafter in existence, (i) relating to environmental contamination by any Hazardous Substance or Release (or the Remediation thereof), or (ii) the protection of air, vapor, surface water, ground water, drinking water supply, land (including land surface or subsurface, regardless of soil content), plant, aquatic and animal life, from injury or threat of injury caused by any Hazardous Substance or Release or (iii) relating to exposure to, the use of, containment, cover, capping, storage, recycling, generation, treatment, transportation, discharge, processing, handling, labeling, production, disposal or Remediation of a Hazardous Substance; and (2) any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as those concerning nuisance, negligence, trespass, abnormally dangerous activity and/or strict liability) that may impose liability or obligations or damages due to, or threatened as a result of, the presence of, ingestion of, inhalation of, contact with or exposure to, any Hazardous Substance or Release; and (3) The term Environmental Law(s) includes, without limitation, (i) the “Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.* (“**CERCLA**”); (ii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (“**RCRA**”); (iii) the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 *et seq.* (and including the Hazardous Discharge Site Remediation Site Act, N.J.S.A. 58:10B-1 *et seq.*) and associated statutes, regulations, policies and guidance (collectively “**ISRA**”); (iv) the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11 *et seq.* (“**Spill Act**”); (v) the Site Remediation Reform Act, N.J.S.A. 58:10C-1 *et seq.*, P.L.2009, c.60 and associated statutes, regulations, policies and guidance (“**SRRA**”) and (vi) any and all past, present and future Law(s) in any way related to the protection of human health, safety and/or the environment which was, is or may be applicable to the Property, all of the foregoing (3)(i)-(vi) including as from time to time amended and changed.

- The term “**final remediation document**” or “**FRD**” shall mean the final remediation document as defined in SRRA (now being either a “no further action letter” or “**RAO**”), or equivalent, with or without conditions or covenant-not-to-sue, issued by or obtained from NJDEP or the LSRP, by or to JCP&L, provided it is in form and substance reasonably acceptable to JCP&L. Any FRD not being the Final FRD may be referred to as a “**Preliminary FRD**,” “**Initial FRD**,” “**Secondary FRD**” or the like, or be referred to as a “**Partial FRD**,” “**AOC FRD**,” or “**Media FRD**” or the like. The final FRD to be sought is anticipated to pertain to either or both the last Work, or all of the then Work conducted for JCP&L’s remediation, collectively resolving all then known soils, ground water and other media or receptor issues of MGP Materials, pertaining alone or in the aggregate with other FRD, to all of the Premises (and potentially other property(ies)) in form and substance acceptable to JCP&L and

may sometimes be referred to as the “**Final FRD.**” Different FRD either or both may be sought or obtained for some media, receptors, areas of concern and properties and still be considered a FRD. Also, all FRD together may be collectively referred to as “**the FRD**”. Any FRD may be sent by NJDEP or an LSRP if, when, as and how the sender determines.

- The term “**Force Majeure**” shall mean occurrences which are not the result of the negligence or misconduct of the Claiming Party, which, by the exercise of due diligence, that Person is unable to overcome or avoid or cause to be avoided or and is unable to take or pursue reasonable available and effective alternative measures towards similar results intended by this Contract; examples include- acts of God; casualty. fires, or explosions; acts of another non-Affiliated Person; acts of civil or military authority; labor strikes and disputes; floods or adverse weather (including hurricanes, tornadoes, storms, freezes and hot spells); failures of utility services; freezing or flooding of ground, water, wells or lines of pipe; government shutdowns; recognized threats of or actual or effects of pandemics or epidemics; war, insurrection or riot; curtailment of transportation; changes in Law(s) caused by others; delays or unavailability of permits, approvals or licenses; Government Authority imposed shutdowns, moratoriums or orders; or other like or unlike causes or sources.
- The term “**Governing Document(s)**” shall mean this Post-Closing Obligations Agreement , the Contract, and any and every other applicable agreement between the parties, or other agreement or document contemplated by this Contract applicable to the Work, MGP Materials, the Property or Restricted Areas, including, without limitation, each Deed Notice, RAWP, RAP, all other relevant approvals or permit(s), FRD, and applications and certifications for any of the foregoing, or compliance, maintenance or transfer of any of the foregoing, individually, collectively, jointly and severally, including as from time to time amended and changed. By way of clarification, not all of the Governing Document(s) apply to each and every parcel of the Property. In the event of any ambiguity or uncertainty as to whether or not a particular form or document is or is not a Governing Document(s) then the reasonable determination of JCP&L itself shall bind the parties and their Affiliates.
- The terms “**Government Authority**” or “**Government Authorities**” or the like shall mean any and every federal, state, county or municipal government, or any department, agency, authority, bureau, official or other similar type Person or body obtaining authority therefrom, or created pursuant to any Law(s), and includes without limitation NJDEP and the United States Environmental Protection Agency (“**USEPA**”) as well as the municipality and County of the Property, the State of New Jersey, and the United States of America.
- The term “**Hazardous Substances**” or “**hazardous substances**” shall be defined as any and every ultra-hazardous or hazardous or toxic chemical substances, wastes or materials, pollutants, hazardous waste, or similar terms as defined or used in any Environmental Law(s) now or hereafter applicable to the MGP Site, without limitation including gasoline, petroleum, petroleum products, regulated substances or wastes, and including but not limited to constituents, additives, oxygenates, byproducts, contaminants, impurities, and degradation products thereof.
- The term “**JCP&L**” shall mean Jersey Central Power & Light Company and its Affiliates, including FirstEnergy Corp., and its and their respective corporate or entity successors. The term “**JCP&L itself**” shall mean only Jersey Central Power & Light Company itself and its corporate successors (but not other Affiliates, such as real estate successors).
- The terms “**Law(s)**,” “**Laws**” or “**laws**” or the like shall mean any and all applicable federal, state, county, municipal and other local laws, statutes, ordinances, rules, regulations, permits, licenses, authorizations, approvals, court orders, consents, judgments, decrees, directives, orders, injunctions, guidelines, codes, agreements, policies, and guidance of any Government Authority and the like, for, under, or with respect to any of the foregoing, whether previously, now or hereafter in existence, including as from time to time amended and changed.
- The term “**LSRP**” shall mean the licensed site remediation professional(s) or equivalent then retained by JCP&L for remediation of the MGP Materials at, about and from the MGP Site, as authorized, permitted or required by Law(s).
- The term “**MGP**” shall mean the historic operations of the former manufactured gas plant at and from the MGP Site. The term does not include the operations of other Persons after cessation of MGP operations, except only if those of JCP&L itself on the MGP Site.
- The term “**MGP Site**” shall mean the site of the Sea Isle City Former Manufactured Gas Plant as identified in the Recitals above.
- The term “**MGP Materials**” shall mean Hazardous Substances in soils and other media at or about the MGP Site from past operation of, and resulting Releases from, the MGP itself.

- The term “**Owner**” and “**Owner(s)**” or the like shall mean Buyer and each and all future owners of all or any interest in and of the Property, as to the portion and interest in and of the Property they own, for the period of their ownership.
- The term “**parties**” or “**Parties**” shall mean Buyer and Seller and their respective heirs, successors and assigns, whether of the Property or of their existence as a Person.
- The term “**Permit(s)**” shall mean any and every Government Authority approval, certificate, consent, permit, license, licenses, notifications, registrations, authorizations, order, judgment, decree, directive, or other similar document or occurrence, including without limitation a RAP, obtained or needed for or by reason of work, usually JCP&L’s Work, at and about the Property, including as from time to time amended and changed. By way of clarification, if Permit(s) are needed for Owner work or use(s) at and about the Property, such Permit(s) shall not be the responsibility of JCP&L.
- The term “**Person**” or “**Person(s)**” or “**person**” or “**person(s)**” shall mean any and every individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, other entity or Government Authority.
- The term “**Post-Closing Obligations Agreement**” or “**Post-Closing Obligations Agreement**” or “**Post Closing Obligations Agreement & Release**” or the like each mean the Agreement to be executed, delivered and recorded as contemplated by the Contract.
- The term “**Property**” or “**Buyer Property**” shall mean the real estate, other property, rights and other interests of Buyer and its Affiliates identified in Exhibit A, including each and all parcels identified therein.
- The term “**RAO**” means a response action outcome or the like issued by an LSRP under applicable Law(s), including as from time to time amended and changed. An RAO is a FRD.
- The term “**RAWP**” shall mean Remedial Action Work Plan(s) prepared for JCP&L’s planned remediation, of any location or media, including as from time to time amended and changed, generally in accordance with NJDEP’s technical requirements for remediation, at least when finalized, both as applicable to the Property and its surroundings and consistent with this Contract. The term includes all plans for interim remedial actions, or other plans, bid documents or other specifications, amendments or supplements, or the like, for the later implementation of remediation, prepared for submission to or approval of NJDEP. Different RAWP may be prepared for some media, receptors, areas of concern and properties and still be considered a RAWP. Also, all RAWP together may be collectively referred to as “**the RAWP**”. A RAWP may be partial, incomplete or conceptual, and thus not in compliance with NJDEP technical requirements for site remediation and still be effective as the then current RAWP, subject to change.
- The term “**Release**” (except when used with reference to a release or waiver of liability or the like) shall mean any past, present or future releasing, discharging, spilling, leaking, pumping, pouring, emitting, emptying, discharging, ejecting, emitting, escaping, leaching, disposing or dumping of Hazardous Substances onto lands or into waters, including migration of such Hazardous Substances from any location to another, including, at, from or to the Property. Without limitation of any of the foregoing, by way of explanation, the term is intended to include all “discharges” of any materials regulated by the Spill Act.
- The term “**the Release**” or “**a Release**” (except when used with reference to any past, present or future releasing, discharging, spilling, leaking, pumping, pouring, emitting, emptying, discharging, ejecting, emitting, escaping, leaching, disposing or dumping of Hazardous Substances) means the portion of the Post-Closing Obligations Agreement providing for a release and waiver and the like by Buyer and Owners of liability in favor of JCP&L, addressing other matters and as relevant or relating to such release and waiver and the like.
- The term “**Remediation**” or “**remediation**” shall mean Investigation (as hereafter defined) and use, implementation, application, operation or maintenance of active remediation or cleanup, passive remediation (including by implementation of Deed Notices or CEAs), or cleanup, restoration, corrective action, remedial action, removal action, cover, encapsulation, use of Controls, grants of variances or waivers, and risk assessment or any other action, technology or the like, or any combination thereof in such a manner as to achieve the applicable remediation standards and criteria, restricted or unrestricted, or site specific, and criteria (as elected by the remediating Person) for and in any or all media required by applicable Law(s) or the LSRP, NJDEP and all other Government Authorities with jurisdiction over the Property, Releases and/or Hazardous Substances, and the use of Engineering and Institutional Controls. The term “**Investigation**” or “**investigation**” shall mean inspections, assessments, investigation, sampling, monitoring, studies, and testing or any other action or any combination thereof

in such a manner as to assess conformance to, and methods to, achieve the applicable remediation standards and criteria in all media required by the rules, regulations or policies of the NJDEP and all other Government Authorities with jurisdiction over the Property, Releases and/or Hazardous Substances.

- The term “**Restricted Areas**” shall mean the portions of and about the Property now or hereafter known by JCP&L (i) to be affected by MGP Materials in excess of Unrestricted Use Criteria, in any media and form, including free or residual product, including at depth BGS, and including in, under and by reason of Control(s), (ii) areas subject to CEAs and (iii) areas in which remedial elements of JCP&L’s remediation and Work are now or hereafter located, and a protective radius or distance around them being at a minimum five (5.0) feet laterally at the surface of such locations, which portions are or will be subjected to the restrictions and obligations of the Governing Document(s).

- The term “**Seller**” means JCP&L itself.

- The terms “**Unrestricted Use Criteria**” or “**UUC**” or the like shall mean NJDEP’s unrestricted use soil (or other media) cleanup criteria, residential direct contact soils (or other media) criteria or other more stringent remediation standards or criteria, for any, each and every media, as applicable to JCP&L’s remediation of MGP Materials in the NJDEP Case, as determined by JCP&L and its LSRP.

- The term “**Work**” shall mean any and all past and future JCP&L Remediation, work efforts and events at or about the Property for remediation (including investigation) of any or all soils, ground water or other media actually or potentially containing MGP Materials, or for areas of concern or receptors, or for other issues regulated by NJDEP under Environmental Law(s), including as described to occur under this Post-Closing Obligations Agreement. The Work includes “**Prior Work**” and “**Other Work**” if and as elsewhere defined.

END OF DEFINITIONS.

END OF EXHIBIT OF POST-CLOSING OBLIGATIONS AGREEMENT

Exhibit D
For Parcel J Only
Deed Notice and Remedial Action Permit

END OF CONTRACT