



September 3, 2020

Frank P.D. Tran
Health Physicist
United States Nuclear Regulatory Commission
Materials Licensing Branch
Region III
2443 Warrenville Road, Suite 210
Lisle, IN 60532-4352

RE: Consent to Indirect change of Control for ABB INC., NRC License NO. 04-24888-01
Docket No.: 030-38303

Request for Transfer of Control from ABB Inc. (Transferor) to JRGO LLC. (Transferee)
For NRC Material License No. 04-24888-01 (ADAMS) at Accession No. ML20121A117

Sale and Transfer of Control of ABB Inc. to JRGO LLC.

NRC License No. 04-24888-01

22807 Industry Lane, Tomball TX 77375

Dear Mr. Tran,

Effective June 1st, 2020 this letter hereby confirms finalization of the sale between ABB INC. and JRGO LLC.

See the attached signature pages of the Sale and Purchase Agreement as proof of the sale between the parties.



As a result of this agreement, control of ABB Inc. will transfer to JRGO LLC. This change will affect the License name as noted below:

- The Licensee organization name on the NRC license will change to JRGO LLC.

The change will not change the licensed materials, persons using the licensed material, location of use of licensed material, or persons responsible for the licensee's radiation safety program.

Based on the information provided herein, please issue an administrative amendment to the NRC license to reflect this transaction.

Please contact Del C. Davenport (CRSO) at 713.819.8080 with any questions or comments.

Sincerely,

A handwritten signature in blue ink that reads "John R. Giase".

JRGO LLC Officer

Title

President/CEO

Enclosures

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this form. Do not leave this line blank.
JRGO, LLC

2 Business name (if different from line 1)

3 Check appropriate line by number of tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:
 Individual sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company (Enter the tax classification (C or S corporation, P Partnership) ▶ **P**)
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶

4 Exemption codes apply only to certain entities. Not individuals. See instructions on page 3.
 Exempt payee code (if any): _____
 Exempt from FATCA reporting code (if any): _____
Apply FATCA exemption code to the 11

5 Address number, street, and apt. (or suite no.) See instructions.
429 N. MCEWAN

6 City, state, and ZIP code.
CLARE, MI 48617

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.
 Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Member To Give the Requester for guidelines on whose number to enter.

Social security number																					
<table border="1" style="width: 100%; height: 20px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>										
OR																					
Employer identification number																					
<table border="1" style="width: 100%; height: 20px;"> <tr><td>5</td><td>9</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	5	9									<table border="1" style="width: 100%; height: 20px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>										
5	9																				

Part II Certification
 Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am an exempt payee from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has not fed me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA codes entered on this form (if any) indicate that I am exempt from FATCA reporting (if correct).

Certification instructions: You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding (because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply for mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person ▶ *Mary Hart* Date ▶ **4/30/2020**

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments: For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest); 1098-E (student loan interest); 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property). Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ASSET PURCHASE AGREEMENT

dated as of

April 27, 2020

between

JRGO, LLC

and

ABB Inc.

Third Party Claim	11.03(a)
Transferred Employee	9.01(a)
Transfer Taxes	8.01(e)
Warranty Breach	11.02(a)(iii)
Warranty Services	6.03

Section 1.02. *Other Definitional and Interpretative Provisions.* The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or Contract are to that agreement or Contract as amended, modified or supplemented from time to time in accordance with the terms thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law,” “laws” or to any Applicable Law shall be deemed to refer to such law or Applicable Law as amended from time to time, except as otherwise specified herein, and to any rules or regulations promulgated thereunder. All references to any time herein shall refer to United States Eastern Time. Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in U.S. dollars. The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2 PURCHASE AND SALE

Section 2.01. *Purchase and Sale of the Purchased Assets.* Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase (or cause one or more of its Subsidiaries to purchase) from Seller, and Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer (or to such Subsidiary or Subsidiaries of

Buyer, as determined by Buyer) at the Closing, free and clear of any Liens other than Permitted Liens, all of Seller's right, title and interest in, to and under the following assets as the same shall exist as of the Closing (the "**Purchased Assets**"):

- (a) all prepaid expenses, including *ad valorem* Taxes, listed in Section 2.01(a) of the Disclosure Schedule;
- (b) all work-in-process, supplies and other inventories as described in Section 2.01(b) of the Disclosure Schedule (the "**Purchased Inventory**");
- (c) all machinery, vehicles and equipment (including any related leases) as described in Section 2.01(c) of the Disclosure Schedule;
- (d) the leasehold interests under the Real Property leases listed in Section 2.01(d) of the Disclosure Schedule (the "**Leases**"), and all leasehold improvements of Seller relating thereto;
- (e) all personal property and interests therein as described in Section 2.01(e) of the Disclosure Schedule (the "**Tangible Personal Property**");
- (f) all transferable rights under all Contracts as described in Section 2.01(f) of the Disclosure Schedule (collectively, the "**Purchased Contracts**");
- (g) all Business Intellectual Property Rights;
- (h) all inspection test data in the possession of Seller collected by the Business and related reports in connection with the services provided to its customers;
- (i) all transferable governmental licenses (including the Nuclear Licenses), Permits or other governmental authorizations set forth in Section 2.01(i) of the Disclosure Schedule;
- (j) all books, records, files and papers, whether in hard copy or electronic format, exclusively related to the other Purchased Assets and the Assumed Liabilities and, only to the extent reasonably practicable to provide in accordance with the requirements of Applicable Law, the personnel records of Seller relating to the Transferred Employees (it being understood that Seller shall be permitted to retain copies of such materials); and
- (k) any other assets listed in Section 2.01(k) of the Disclosure Schedule.

Section 2.02. *Excluded Assets.* Buyer expressly understands and agrees that all of the assets of Seller and its Affiliates other than the Purchased Assets shall remain the property of Seller or such Affiliates (collectively, the "**Excluded Assets**"), which shall include the following:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

JRGO, LLC

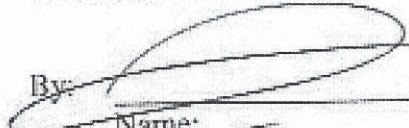
By: 
Name: _____
Title: CEO

ABB INC.

By: _____
Name: _____
Title: _____


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

JRGO, LLC

By: _____
Name:
Title:

ABB INC.

By:  _____
Name: David Onuscheck
Title: Senior Vice President,
Secretary and General Counsel

By: _____
Name: David Keating
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

JRGO, LLC

By: _____
Name:
Title:

ABB INC.

By: _____
Name: David Onuscheck
Title: Senior Vice President,
Secretary and General Counsel

By:  _____
Name: David Keating
Title: Vice President

Song, Taehoon

From: Tomczak, Tammy
Sent: Thursday, September 10, 2020 8:21 AM
To: Song, Taehoon; Pavon, Sandy
Subject: FW: RE: RE: Consent letter for NRC License No. 04-24888-01
Attachments: JRGO W-9.pdf; Project Nighthawk - Asset Purchase Agreement_Signature Pages.pdf; 200903 NRC Letter.pdf

Hi Tae and Sandy,

Can you please add the attached to ADAMS?

Thanks,
Tammy

From: Tran, Frank <Frank.Tran@nrc.gov>
Sent: Tuesday, September 08, 2020 10:45 AM
To: Tomczak, Tammy <Tammy.Tomczak@nrc.gov>; Orlikowski, Robert <Robert.Orlikowski@nrc.gov>
Subject: FW: RE: RE: Consent letter for NRC License No. 04-24888-01

Hi Tammy,

The licensee provides a notification that a change of control which the NRC consented was completed and they would like to change the licensee's name. There is a pending amendment which was assigned to Bryan in late August; you could ask him if he is ok to combine. I believe both are simple requests.

Please let me know if you have any questions.

Thanks,
Frank

From: Del Davenport <DDavenport@int-grp.com>
Sent: Tuesday, September 08, 2020 10:13 AM
To: Tran, Frank <Frank.Tran@nrc.gov>
Subject: [External_Sender] RE: RE: Consent letter for NRC License No. 04-24888-01

Frank,

Please see the attached purchase agreement of ABB by JRGO. Please let me know if you need any additional paperwork.

Thank you,

Del Davenport



Del Davenport | Mobile: 713-819-8080 | Email: ddavenport@int-grp.com
Power Gen / Renewables QAM, CRSO, ASNT Level III
Integrity Assessment Group – JRGO, LLC. Web: www.int-grp.com

From: Tran, Frank <Frank.Tran@nrc.gov>
Sent: Wednesday, June 3, 2020 10:26 AM
To: Del Davenport <DDavenport@int-grp.com>
Subject: RE: RE: Consent letter for NRC License No. 04-24888-01

Mr. Davenport:

It has been a pleasure to work with you. If there is an opportunity to make thing right, I will try.

Have a nice weekend and staying safe.

Frank Tran

From: Del Davenport <DDavenport@int-grp.com>
Sent: Wednesday, June 03, 2020 9:49 AM
To: Tran, Frank <Frank.Tran@nrc.gov>
Subject: [External_Sender] RE: Consent letter for NRC License No. 04-24888-01

Frank,

I sincerely appreciate the quick turn-around. Sorry for all of the voice mails.

Have a great week.

Thanks again,

Del

From: Tran, Frank <Frank.Tran@nrc.gov>
Sent: Monday, June 1, 2020 1:10 PM
To: Del Davenport <del.davenport@us.abb.com>
Cc: donell.p.jackson@us.abb.com; johng@jrgollc.com
Subject: Consent letter for NRC License No. 04-24888-01

Dear Mr. Davenport:

Your proposed change of control did not receive any public comment and was removed from NRC web site this morning. Attachment is an original consent letter dated June 1, 2020.

Please let me know if you have any questions.

Sincerely,

Frank Tran

Health Physicist/License Reviewer
NRC Region III/Division of Nuclear Materials Safety
Phone: 630-829-9623
Fax: 630-515-1078
Email: Frank.Tran@nrc.gov

