Enclosure 1B: Stock Purchase Agreement (Non-Proprietary)

STOCK PURCHASE AGREEMENT

by and among

Energy Capital Partners II, LP,
Energy Capital Partners II-A, LP,
Energy Capital Partners II-B, LP,
Energy Capital Partners II-C (Direct IP), LP,
Energy Capital Partners II-D, LP,
TriArtisan ES Partners LLC, and
the other Persons listed on Annex A
as Sellers,

Rockwell Holdco, Inc.
as the Company,

TriArtisan ES Partners II LP,
Peterson Partners IX, LP,
Peterson Partners VIII, LP, and
Peterson Partners VIII Parallel, LP,
as Purchasers,

Energy Capital Partners II-A, LP,
in its capacity as the Seller Representative,

TriArtisan Capital Advisors LLC,
as Guarantor,

and

solely for purposes Section 2.06,
Ken Robuck,
Greg Wood,
David Lockwood and
Spyder Retirement Trust

Dated as of November 16, 2021

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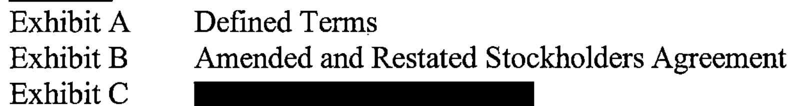

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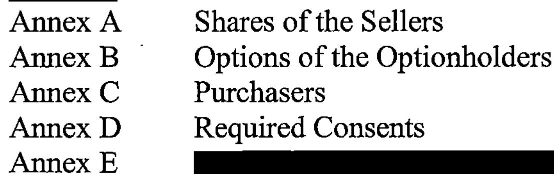

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This STOCK PURCHASE AGREEMENT, dated as of November 16, 2021, is by and among Energy Capital Partners II, LP, a Delaware limited partnership ("ECP II"), Energy Capital Partners II-A, LP, a Delaware limited partnership ("ECP II-A"), Energy Capital Partners II-B, LP, a Delaware limited partnership ("ECP II-B"), Energy Capital Partners II-C (Direct IP), LP, a Delaware limited partnership ("ECP II-C"), Energy Capital Partners II-D, LP, a Delaware limited partnership ("ECP II-D" and, together with ECP II, ECP II-A, ECP II-B and ECP II-C, the "ECP Sellers"), TriArtisan ES Partners LLC, a Delaware limited liability company ("TriArtisan Seller"), Russ Workman, Brent Shimada, Christian Robinson (each of Russ Workman, Brent Shimada, Christian Robinson, a "Management Stockholder" and collectively, the "Management Stockholders" and collectively with the ECP Sellers and TriArtisan Seller, the "Sellers", and each, a "Seller"), Rockwell Holdco, Inc., a Delaware corporation (the "Company"), TriArtisan ES Partners II LP, a Delaware limited partnership ("TriArtisan Purchaser"), Peterson Partners IX, LP, a Delaware limited partnership ("Peterson IX"), Peterson Partners VIII, LP, a Delaware limited partnership ("Peterson VIII"), Peterson Partners VIII Parallel, LP, a Delaware limited partnership ("Peterson VIII Parallel" and, together with TriArtisan Purchaser, Peterson IX, Peterson VIII and Peterson VIII Parallel the "Purchasers" and each, a "Purchaser"), ECP II-A, in its capacity as the Seller Representative (the "Seller Representative"), TriArtisan Capital Advisors LLC, a Delaware limited liability company (the "Guarantor"), and solely for purposes of Section 2.06, Ken Robuck, Greg Wood, David Lockwood and Spyder Retirement Trust. Each of the Sellers, the Company, Purchasers, the Seller Representative and the Guarantor is, individually, a "Party," and, collectively, they are referred to as the "Parties".

RECITALS

WHEREAS, each of the Sellers owns shares of common stock, par value $0.01 per share, of the Company (the "Common Stock") in an amount set forth opposite such Seller's name on Annex A;

WHEREAS, each of the Persons set forth on Annex B holds options (each, an "Optionholder") to purchase shares of Common Stock (each, an "Option") in an amount set forth opposite such Optionholder's name on Annex B, which Options collectively constitute all of the outstanding and unexercised Options;

WHEREAS, the Company, together with its Subsidiaries and the Company Joint Ventures, owns and operates the Business; and

WHEREAS, the Sellers desire to sell to the Purchasers, and the Purchasers desire to purchase from the Sellers, the number of shares of Common Stock set forth opposite such Seller's name on Annex A (collectively, the "Shares") allocated among the Purchasers pursuant to Annex C, upon the terms and subject to the conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

Definitions and Rules of Construction

SECTION 1.01 Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Agreement or in Exhibit A, as applicable.

SECTION 1.02 Rules of Construction.

(a) Unless the context otherwise requires, references in this Agreement to (i) Articles, Sections, Exhibits, Annexes and Schedules shall be deemed references to Articles and Sections of, and Exhibits, Annexes and Schedules to, this Agreement; (ii) "paragraphs" or "clauses" shall be deemed references to separate paragraphs or clauses of the section or subsection in which the reference occurs; (iii) any Contract (including this Agreement) or Law shall be deemed references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions); (iv) any Person shall be deemed references to such Person's successors and permitted assigns, and in the case of any Governmental Entity, to any Person(s) succeeding to its functions and capacities; and (v) any federal, state, local, or foreign statute or Law shall be deemed references to all rules and regulations promulgated thereunder.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The term "includes" or "including" shall mean "including, without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The word has the inclusive meaning represented by the phrase "and/or."

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(d) The Parties acknowledge that each Party and its attorney has reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(e) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(f) All monetary figures shall be in U.S. dollars unless otherwise specified.

ARTICLE 2

Purchase and Sale

SECTION 2.01 Purchase and Sale of Shares; Exchange.

(a) At the Closing, subject to Section 2.02(d) and Section 11.07(f), each Purchaser shall purchase, severally and not jointly, and each Seller shall sell, transfer, convey, assign and deliver to such Purchaser all of such Seller's right, title and interest in and to such Purchaser's Pro Rata Portion of such Seller's Shares, free and clear of all Liens, other than those created by acts of such Purchaser and its Affiliates or those arising pursuant to applicable securities Laws or the Company's Organizational Documents, in exchange for such Purchaser's Pro Rata Portion of the Share Purchase Price (as defined below); provided, that, upon the written request of TriArtisan Purchaser delivered to the Seller Representative no later than ten (10) Business Days prior to the Closing Date, (A) each Seller set forth on Annex E shall contribute to the Company (or, in the case of a modification to the structure contemplated by Section 7.08(i), to the newly formed Delaware limited partnership contemplated by Section 7.08(i) (the "Partnership Buyer")) [redacted] and (B) TriArtisan Purchaser shall purchase, severally and not jointly, and each Seller set forth on Annex E shall sell, transfer, convey, assign and deliver to TriArtisan Purchaser all of such Seller's right, title and interest in and to a total number of shares of Common Stock of such Seller equal to (x) the number of shares of Common Stock set forth opposite such Seller's name on Annex A to be purchased by TriArtisan Purchaser [redacted] in exchange for TriArtisan Purchaser's payment of the Share Purchase Price (as defined below). Notwithstanding the foregoing, if TriArtisan Purchaser obtains additional equity commitments (whether to invest through TriArtisan Purchaser or to directly acquire Shares) after the date hereof, then TriArtisan Purchaser shall use the proceeds thereof to acquire additional Shares for cash [redacted] The Company (and the Partnership Buyer, as applicable) [redacted]

The Company (and the Partnership Buyer, as applicable) shall not take, or cause any of its

Affiliates to take, any position for tax purposes that is inconsistent with the foregoing sentence ex cept as required by a determination (within the meaning of Section 1313(a) of the Code).

(b) Unless otherwise agreed in writing by the Company and an Optionholder, the Company shall take all actions necessary to provide that, at the Closing each Option that is then outstanding and unexercised (whether vested or unvested) shall be canceled and converted into the right to receive from the Company, in consideration for such cancellation, an amount in cash, if greater than zero, equal to the product of (i) the number of shares of Common Stock subject to such Option immediately prior to such cancellation (whether vested or unvested), *multiplied* by (ii) the excess, if any, of an amount equal to (x) the Per Share Purchase Price minus (y) the applicable per share exercise price of such Option (such aggregate amount, the "Option Payment"). The Option Payments shall be su bject to all applicable federal, state and local Tax withholding requirements

SECTION 2.02 Purchase Price.

(a) The aggregate purchase price for the shares of Common Stock shall be

(b) Not less than five (5) Business Days prior to the anticipated Closing Date, the Seller Representative shall deliver to the Purchasers a written statement setting forth the account or accounts to which the Share Purchase Price (or allocated portions thereof) or Option Payments should be delivered.

(c) At the Closing, each Purchaser shall pay its Pro Rata Portion of an amount equal to (1) the Purchase Price *minus* (2) the Option Rollover Amount as follows: (i) to each Seller an amount equal to (x) the Per Share Purchase Price, *multiplied* by (y) the number of shares of Common Stock such Purchaser purchases from such Seller pursuant to Section 2.01, in each case, as set forth in the schedule to be delivered no later than five (5) Business Days prior to the Closing (the "Payout Schedule"), and (ii) to the Company, for payment to each Optionholder through payroll at the next regular payroll payment date occurring at least five (5) Business Days after the Closing Date, of an amount equal to (x) such Optionholder's allocated portion of the Option Payment as set forth in the Payout Schedule minus (y) such Optionholder's allocated portion of the Option Rollover Amount as set forth in the Payout Schedule, if any, in each of cases (i) and (ii), by wire transfer of immediately available funds. The Purchasers and the Company shall be entitled to rely on the accuracy and completeness of the Payout Schedule and will have no liability to any Sellers for amounts in excess of payments made in accordance with the Payout Schedule.

(d) The Payout Schedule shall provide for the agreement between each of the Optionholders , the Company and, as applicable, ES Management Holder, that the Option Rollover Amount shall be paid to Sellers in exchange for shares of Common Stock as set forth on the Payout Schedule and the number of shares of Common Stock otherwise acquired by each Purchaser hereunder shall be reduced on a pro rata basis to reflect the

shares of Common Stock that are purchased by the Optionholders pursuant to this Section 2.02(d). Each Purchaser shall, on behalf of the Optionholders [redacted] pay its Pro Rata Portion of the Option Rollover Amount to the Sellers.

SECTION 2.03 Closing. The closing of the purchase and sale of the Shares (the "Closing") shall take place remotely via the electronic exchange of closing deliveries on the fifteenth (15th) Business Day, commencing at the time agreed to by the Parties, following the satisfaction or waiver of the last of the conditions set forth in Article 8 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), or at such other time, date and place as may be mutually agreed upon by the Parties (the date on which the Closing actually occurs, the "Closing Date").

SECTION 2.04 Closing Deliveries. At the Closing:

(a) each Seller shall deliver, or cause to be delivered, to TriArtisan Purchaser (on behalf of the Purchasers) or its designees:

(i) a duly executed certification from the Company in accordance with the provisions of Treasury Regulation Sections 1.1445-2(c)(3) and 1.897-2(h) (the "FIRPTA Certificate"); provided, that the Purchasers' sole right in the event the Sellers fail to cause such FIRPTA Certificate to be delivered pursuant to this clause (i) shall be to make an appropriate withholding to the extent required by Section 1445 of the Code and the Treasury Regulations promulgated thereunder;

(ii) (A) if all of the Shares are purchased by Purchasers pursuant to Section 2.01(a), certificates representing all of the Shares, together with stock powers duly executed and in proper form sufficient to transfer such Shares to the Purchasers, or (B) if a portion of the Shares are purchased pursuant to Section 2.01(a), certificates representing all of the shares of Common Stock purchased by Purchasers pursuant to Section 2.01(a), together with stock powers duly executed and in proper form sufficient to transfer such shares of Common Stock to the Purchasers; and

(iii) such other agreements, documents, instruments and writings as are required to be delivered by the Sellers at or prior to the Closing pursuant to Section 8.02;

(b) [redacted]

(c) Each Purchaser shall make the payments required to be made by it pursuant to Section 2.02(c) and deliver, or cause to be delivered, such agreements, documents, instruments and writings as are required to be delivered by such Purchaser at or prior to the Closing Date pursuant to the terms of Section 8.03.

(d) [redacted]

SECTION 2.05 Withholding Rights. Notwithstanding anything in this Agreement to the contrary, the Purchasers shall be entitled to deduct and withhold from any amounts otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or under any provision of state, local or foreign Law; provided, that (a) the Purchasers shall use commercially reasonable efforts to notify the Seller Representative in writing at least three (3) days before any such deduction or withholding (other than with respect to any such deduction or withholding relating to compensatory amounts subject to payroll reporting and withholding) and (b) the Parties shall cooperate in good faith to mitigate any such deduction or withholding to the extent permitted by Law (including by providing applicable forms and certificates demonstrating that a reduced amount of withholding is required under applicable Law). If the Purchasers so withhold or deduct (or causes to be withheld or deducted) any such amounts, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which the Purchasers made (or caused to be made) such deduction and withholding. Notwithstanding anything to the contrary in this Agreement, all compensatory amounts subject to payroll reporting and withholding payable pursuant to or as contemplated by this Agreement shall be payable to the applicable Person through the Company's payroll (or the payroll of any other Acquired Company, as applicable) in accordance with applicable payroll procedures.

SECTION 2.06 Waiver of Tag Rights. Solely with respect to the transactions set forth herein, each of the TriArtisan Seller (on its own behalf and on behalf of its direct and indirect holders of its Equity Securities, solely with respect to of the Common Stock held by TriArtisan Seller), hereby waives its Tag-Along Rights provided for in Article 8 of the Stockholders Agreement. For the avoidance of doubt, this waiver shall not be construed as a waiver of the TriArtisan Seller's and such other parties' Tag-Along Right or other rights under any other circumstances.

ARTICLE 3

Representations and Warranties of the Sellers

Except as set forth in the Company Disclosure Schedule, each Seller, on a several and not joint basis, hereby represents and warrants to each other Seller and to the Purchasers as to itself, as of the date hereof and as of the Closing Date, as follows:

SECTION 3.01 Organization and Existence. With respect to any Seller that is not an individual, (a) such Seller has all requisite power and authority to enter into this Agreement and the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and

thereunder and to consummate the transactions contemplated hereby and thereby, (b) such Seller is duly organized, validly existing and in good standing under the laws of the state of Delaware, and (c) such Seller is duly qualified or licensed to do business and, to the extent such concept is recognized, in good standing in each other jurisdiction where the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not, individually or in the aggregate, reasonably be expected to result in a Seller Material Adverse Effect.

SECTION 3.02 Authorization. With respect to any Seller that is not an individual, the execution, delivery and performance by such Seller of this Agreement and the Ancillary Agreements to which it will be a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action, as applicable, on the part of such Seller. This Agreement has been, and the Ancillary Agreements to which such Seller will be a party will be, duly and validly executed and delivered by such Seller. This Agreement constitutes, and the Ancillary Agreements to which such Seller will be a party will constitute (assuming the due and valid execution and delivery by each other Party, in the case of this Agreement, and by each other party to the Ancillary Agreements, in the case of the Ancillary Agreements), a valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

SECTION 3.03 Governmental Consents; Litigation. No consent, clearance, approval, waiver, license, permit, order or authorization (each, a "Consent") of, or notification, registration, declaration or filing (each, a "Filing") with, any Governmental Entity is required to be obtained or made by such Seller in connection with the execution and delivery by such Seller of this Agreement or the Ancillary Agreements to which such Seller will be a party and the consummation by such Seller of the transactions contemplated hereby and thereby, other than (a) those set forth in Section 3.03 of the Company Disclosure Schedule (the "Seller Required Consents") and (b) the Consents and Filings the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect. No Action is pending or, to the Knowledge of the Sellers, threatened, against such Seller or any of its Affiliates (excluding any Acquired Company), that would, individually or in the aggregate, reasonably be expected to result in a Seller Material Adverse Effect.

SECTION 3.04 Noncontravention. The execution, delivery and performance by such Seller of this Agreement and the Ancillary Agreements to which such Seller will be a party do not and will not, and, subject to the Sellers obtaining the Seller Required Consents applicable to such Seller, the consummation by such Seller of the transactions contemplated hereby and thereby will not, contravene or violate any provision of (a) any Organizational Documents of such Seller, (b) any Contract to which such Seller is a party or by which such Seller is bound, or result in the breach, termination or acceleration thereof or default thereunder, or entitle any party to accelerate any obligation or Indebtedness thereunder, or (c) any Law to which such Seller is subject except, in the case of each of clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a Seller Material Adverse Effect.

SECTION 3.05 Title.

(a) Such Seller is the direct beneficial and record owner of, and has good, valid and marketable title to, the Shares reflected to be owned by it on Section 4.02(a)(i) of the Company Disclosure Schedule, in each case, free and clear of all Liens other than those arising pursuant to this Agreement, the Company's Organizational Documents, applicable securities Laws.

(b) The Common Stock, including the Shares, (i) have been duly authorized, validly issued, fully paid and non-assessable, (ii) were issued in compliance with Law, (iii) were not issued in breach or violation of any preemptive rights or rights of first refusal, rights of first offer or similar rights of any Person or any Contract and (iv) constitute all of the outstanding Common Stock of the Company. Other than pursuant to this Agreement, the Company's Organizational Documents or as set forth on Section 3.05(b) of the Company Disclosure Schedule, the Shares held by such Seller are not subject to any voting trust agreement or any Contract restricting or otherwise relating to the voting, transfer, dividend rights or disposition of such Shares and no Person has any outstanding or authorized option, warrant or other right relating to the sale, transfer or voting of such Shares or pursuant to which (A) such Seller is or may become obligated to issue, sell, transfer or otherwise dispose of, redeem or acquire any such Shares or (B) such Seller has granted, or may be obligated to grant, a right to participate in the profits of the Company. Assuming the Purchasers have the requisite power and authority to be the lawful owner of the Shares, upon the Closing, the Purchasers will receive good, valid and marketable title to such Seller's Shares, free and clear of all Liens and voting or transfer restrictions, in each case other than those created by acts of the Purchasers and their Affiliates and those arising pursuant to applicable securities Laws or the Company's Organizational Documents.

SECTION 3.06 Brokers. Except as set forth in Section 3.06 of the Company Disclosure Schedule, no Seller nor any of its Affiliates (excluding any Acquired Company) has any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

SECTION 3.07 Exclusive Representations and Warranties.

(a) Except for the representations and warranties contained in this Article 3 (as modified by the Company Disclosure Schedule), none of the Sellers nor any other Person on their behalf (including the Seller Representative), makes any other express or implied representation or warranty with respect to the Sellers or the transactions contemplated by this Agreement, and the Sellers disclaim any other representations or warranties, express or implied, whether made by the Sellers or any other Person.

(b) The Sellers acknowledge that except for the representations and warranties contained in Article 5 and Article 6, neither the Purchasers nor any of their Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or Representatives, or other Person on its behalf, has made, or is making any other representation or warranty whatsoever, oral or written, express or implied, with respect to the Purchasers or the transactions contemplated by this Agreement and, except as provided in Article 5 and Article 6, neither the Purchasers nor any of their Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or Representatives, or other Person

on its behalf, shall be liable in respect of the accuracy or completeness of any information provided to Sellers.

ARTICLE 4

Representations and Warranties of the Company

Except as set forth in the Company Disclosure Schedule, the Company hereby represents and warrants to the Purchasers, as of the date hereof and as of the Closing Date, as follows:

SECTION 4.01 Organization and Existence.

(a) Each Acquired Company, (i) is duly organized, validly existing and, in jurisdictions where such concept is recognized, in good standing under the laws of its jurisdiction of organization; (ii) has all requisite power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted, and, with respect to the Company, all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iii) is duly qualified or licensed to do business and, to the extent such concept is recognized, in good standing in each other jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it, and with respect to the Company, in which the actions required to be performed by it hereunder, makes such qualification or licensing necessary, except, in the case of this clause (iii), in those jurisdictions where the failure to be so qualified or licensed would not, individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect.

(b) The Company has made available to TriArtisan Purchaser true, correct and complete copies of the Organizational Documents of each Acquired Company, each as amended and in effect as of the date hereof. The Company is not in breach or violation of any provision of any of its Organizational Documents. No Acquired Company other than the Company is in material breach or violation of any provision of any of its Organizational Documents.

SECTION 4.02 Capitalization and Subsidiaries.

(a) [REDACTED] of Common Stock are issued and outstanding, and such shares constitute the only issued and outstanding shares of Common Stock. Section 4.02(a)(i) of the Company Disclosure Schedule sets forth a complete and accurate list of the holders of the Common Stock and the number and percentage of issued and outstanding shares of Common Stock held by each such holder. [REDACTED] Options are issued and outstanding, and constitute the only issued and outstanding Options. [REDACTED] of Common Stock are reserved for issuance under the Stock Option Plan of the Company, as amended. Section 4.02(a)(ii) of the Company Disclosure Schedule sets forth a complete and accurate list of the Optionholders and the number of shares of Common Stock underlying each respective grant of Options to each such holder. Except as set forth in this Section 4.02(a), there are no other Equity Interests of the Company authorized, issued or outstanding or obligations (contingent or otherwise) of the Company to repurchase, redeem or otherwise acquire any Equity Interests of the Company.

(b) Section 4.02(b) of the Company Disclosure Schedule sets forth a complete and accurate list of the Subsidiaries of the Company and the Company Joint Ventures, and with respect to each such Subsidiary or Company Joint Venture, (i) its name and jurisdiction of organization, (ii) its form of organization, (iii) the issued and outstanding Equity Interests thereof owned, directly or indirectly, by any Seller or any Acquired Company and (iv) the total issued and outstanding Equity Interests of each such Subsidiary and Company Joint Venture. Except as set forth in Section 4.02(b) of the Company Disclosure Schedule, no Acquired Company owns any direct or indirect Equity Interest, participation or voting right in any other Person or any options, warrants, convertible securities, exchangeable securities, subscription rights, conversion rights, exchange rights, stock appreciation rights, phantom stock, profit participation or other similar rights in or issued by any other Person, and no such Equity Interests, securities or rights are issued and outstanding (other than pursuant to this Agreement) in respect of any such Acquired Company.

SECTION 4.03 Authorization. The execution, delivery and performance by the Company of this Agreement and the Ancillary Agreements to which it will be a party, and the consummation by the Company of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on the part of the Company. This Agreement has been, and the Ancillary Agreements to which the Company will be a party will be, duly and validly executed and delivered by the Company. This Agreement constitutes and the Ancillary Agreements to which the Company will be a party will constitute (assuming the due and valid execution and delivery by each other Party, in the case of this Agreement, and by each other party to the Ancillary Agreements, in the case of the Ancillary Agreements), a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

SECTION 4.04 Consents. No Consent of or Filing with any Governmental Entity is required to be obtained or made by any Acquired Company in connection with the execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby, other than (a) those set forth in Section 4.04 of the Company Disclosure Schedule (the "Company Required Consents") and (b) the Consents and Filings the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

SECTION 4.05 Noncontravention. The execution, delivery and performance by the Company of this Agreement do not and will not, and, subject to the Company obtaining the Company Required Consents, the consummation by the Company of the transactions contemplated hereby will not, contravene or violate any provision of (a) the Organizational Documents of any Acquired Company, (b) except for matters set forth in Section 4.05 of the Company Disclosure Schedule, any Contract to which any Acquired Company is a party or by which any Acquired Company is bound, or result in the breach, termination or acceleration thereof or default thereunder, or entitle any party to accelerate any obligation or Indebtedness thereunder, or (c) any Law to which any Acquired Company is subject or by which any property, right or asset of any Acquired Company is bound or affected except, in the case of each of clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect.

SECTION 4.06 Title to Subsidiaries.

(a) Each Acquired Company is the direct legal and beneficial owner of, and has good and marketable title to, the Equity Interests of each other Acquired Company (excluding the Company) or the Company Joint Venture reflected to be owned by such Person in Section 4.02(b) of the Company Disclosure Schedule, free and clear of all Liens other than those arising pursuant to this Agreement, such Acquired Company's or Company Joint Venture's Organizational Documents, applicable securities Laws or as set forth in Section 4.06(a) of the Company Disclosure Schedule.

(b) The Equity Interests of the Acquired Companies set forth in Section 4.02(b) of the Company Disclosure Schedule (i) are duly authorized, validly issued, fully paid and non-assessable and (ii) constitute all of the outstanding Equity Interests of each Acquired Company to which such Equity Interests relate.

(c) The Equity Interests of the Acquired Companies set forth in Section 4.02(b) of the Company Disclosure Schedule (i) were issued in compliance with Law and (ii) were not issued in breach or violation of any preemptive rights or rights of first refusal, rights of first offer or similar rights of any Person or Contract. Other than pursuant to this Agreement and the Acquired Companies' or Company Joint Ventures' Organizational Documents, except as set forth in Section 4.06(c) of the Company Disclosure Schedule, such Equity Interests are not subject to any voting trust agreement or any Contract restricting or otherwise relating to the voting, transfer, dividend rights or disposition of such Equity Interests and no Person has any outstanding or authorized option, warrant or other right relating to the sale or voting of such Equity Interests or pursuant to which (A) any Acquired Company is or may become obligated to issue, sell, transfer or otherwise dispose of, redeem or acquire any of such Equity Interests or (B) any Acquired Company has granted, or may be obligated to grant, a right to participate in the profits of the applicable Acquired Companies. No Acquired Company is a party to any Contract relating to the voting, issuance, sale, transfer or other disposition of any Equity Interests of any Acquired Company. Except as set forth in Section 4.06(c) of the Company Disclosure Schedule or pursuant to the Organizational Documents of any Acquired Company or Company Joint Venture, no Acquired Company has any obligation, contingent or otherwise, to provide funds to, make any investment in (in the form of a loan, capital contribution or otherwise) or provide any guaranty with respect to the obligations of any other Person. There is no Indebtedness issued by any Acquired Company that has the right to vote (or is convertible into or exchangeable for securities having the right to vote) on any matters on which the holders of Equity Interests of such Acquired Company are entitled to vote.

SECTION 4.07 Financial Statements; Absence of Changes; No Undisclosed Liabilities; Internal Controls; Indebtedness.

(a) Section 4.07(a) of the Company Disclosure Schedule sets forth (i) the unaudited consolidated balance sheet, together with related consolidated statements of operations, changes in stockholders' equity and cash flow, for the Company and the Company's Subsidiaries as of and for the nine (9) months ended September 30, 2021 (such balance sheet, the "Balance Sheet" and such date, the "Balance Sheet Date"), and (ii) the audited consolidated balance sheet, together with related consolidated statements of operations, changes in stockholders' equity and

cash flow, for the Company and the Company's Subsidiaries as of and for the years ended December 31, 2018, 2019 and 2020 (clauses (i) and (ii), collectively, the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods covered thereby (with the exception of, with respect to the unaudited Financial Statements, normal and recurring year-end adjustments (none of which are expected to be material to the Acquired Companies, taken as a whole, and the absence of footnotes)) and from the books and records of the Acquired Companies on a consistent basis and fairly present, in all material respects, the consolidated financial position, results of operations, stockholders' equity and cash flows of the Acquired Companies as of the respective dates thereof and for the respective periods set forth therein.

(b) Since the Balance Sheet Date, (i) the Business has been conducted in the Ordinary Course of Business in all material respects, (ii) there has not been any Effect that, individually or in the aggregate, resulted in, or would reasonably be expected to result in, a Company Material Adverse Effect and (iii) except as set forth in Section 4.07(b) of the Company Disclosure Schedule, no actions have been taken or failed to be taken that, if taken or failed to be taken during the Interim Period (as defined below), would require TriArtisan Purchaser's consent pursuant to Section 7.02(a).

(c) Except as set forth in Section 4.07(c) of the Company Disclosure Schedule, the Acquired Companies have no liabilities that would be required to be reflected on a balance sheet prepared in accordance with GAAP, except liabilities that (i) are reflected or reserved against in the Balance Sheet, (ii) were incurred in the Ordinary Course of Business since the Balance Sheet Date (excluding, in the case of this clause (ii), liabilities for breach, indemnification, non-performance, default, tort, or infringement or violation of applicable Law) or (iii) would not be material to the Acquired Companies, taken as a whole.

(d) The Acquired Companies have devised and maintain systems of internal accounting controls that are sufficient to provide reasonable assurances that (i) all material transactions are executed in accordance with management's general or specific authorization; (ii) all material transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to the Acquired Companies' material properties and assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for items is compared with the actual levels thereof at reasonable intervals and appropriate action is taken with respect to any variances.

(e) Section 4.07(e) of the Company Disclosure Schedule sets forth, as of the date hereof, a schedule of all Indebtedness for borrowed money of the Acquired Companies exceeding $2,000,000 in aggregate principal amount.

SECTION 4.08 Litigation. Except as disclosed in Section 4.08 of the Company Disclosure Schedule, (a) there is no Action pending by or against any of the Acquired Companies or any of their respective properties or assets or, to the Knowledge of the Company, threatened by or against any of the Acquired Companies or any of their respective properties or assets and (b) no Acquired Company or any of its respective properties or assets is subject to any Order, in the case

of each of clauses (a) and (b), that would, individually or in the aggregate, reasonably be expected to be material to the Acquired Companies, taken as a whole.

SECTION 4.09 Compliance with Law.

(a) Except as disclosed in Section 4.09(a) of the Company Disclosure Schedule, each Acquired Company is, and has been in the past three (3) years, in compliance in all material respects with all applicable Laws and all of its Privacy Policies. Except as disclosed in Section 4.09(a) of the Company Disclosure Schedule, within the past three (3) years, none of the Acquired Companies has received any written notice from any Governmental Entity asserting that the Business or such Acquired Company is not in compliance with any applicable Law (other than Nuclear Laws) in any material respect. The Acquired Companies have, and have had during the past three (3) years, effective controls that are sufficient to provide reasonable assurances that material violations of applicable Laws will be prevented, detected and deterred.

(b) Since January 1, 2019, none of the Acquired Companies nor any of their respective employees, officers or directors nor, to the Knowledge of the Company, other agents, individuals or entities, in each case acting for or on behalf of the Acquired Companies (collectively, the "Relevant Persons"), has, directly or indirectly, violated any provision of the U.S. Foreign Corrupt Practices Act of 1977 (as amended) or any other anti-corruption or anti-bribery Laws applicable to the Acquired Companies.

(c) Without limiting the foregoing, since January 1, 2019, the Relevant Persons have not directly or indirectly made any payment, gift, bribe, rebate, loan, payoff, kickback or any other transfer of value, or offer, promise or authorization thereof, to any Person, including any (i) officer, employee, or other individual acting for or on behalf of any Governmental Entity or public international organization, or (ii) holder of or candidate for public office, political party or official thereof or member of a royal family, or any other individual acting for or on behalf of the foregoing, in each case for the purpose of: (A) improperly influencing or inducing such Person to do or omit to do any act or to make any decision in an official capacity or in violation of a lawful duty; (B) inducing such Person to influence improperly his or her or its employer, public or private, or any Governmental Entity, to affect an act or decision of such employer or Governmental Entity, including to assist any Person in obtaining or retaining business; or (C) securing any improper advantage (*e.g.*, to obtain a Tax rate lower than allowed by applicable Law).

(d) Since January 1, 2019, none of the Relevant Persons has directly or indirectly engaged in any transaction: (i) connected with any country, government, entity, or individual that is the target of U.S. economic sanctions administered by the U.S. Treasury Department Office of Foreign Assets Control ("OFAC"), or by Her Majesty's Treasury in the U.K., or the target of any applicable U.N., E.U. or other international sanctions regime, including any transactions with specially designated nationals or blocked persons designated by OFAC; or (ii) prohibited by any Law administered by OFAC, or by any other applicable economic or trade sanctions Law of the U.S. or any other jurisdiction.

SECTION 4.10 Permits. Section 4.10 of the Company Disclosure Schedule lists all material Permits maintained and held by the Acquired Companies in connection with the conduct of the Business (the "Business Permits"). The Business Permits represent all of the Permits that

are necessary for the valid and lawful ownership, use and operation of the Business as currently conducted in all material respects. Each Business Permit is valid and in full force and effect in all material respects. Except as disclosed in Section 4.10 of the Company Disclosure Schedule, none of the Acquired Companies is, nor has any Acquired Company been in the past three (3) years, in violation of the terms or conditions of any Business Permit in any material respect, nor has any Acquired Company in the past three (3) years received written notice alleging any violation of or failure to comply with any such terms or conditions in any material respect. Except as disclosed in Section 4.10 of the Company Disclosure Schedule, no termination, suspension or revocation of any Business Permit is pending or, to the Knowledge of the Company, threatened in writing, and no event has occurred, nor do any circumstances exist, that (with or without the passage of time or the giving of notice) would reasonably be expected to result in any such termination, suspension or revocation.

SECTION 4.11 Contracts. A true, complete and correct copy of each Material Contract has been made available to the Purchasers. Each Material Contract is in full force and effect and constitutes a legal, valid and binding obligation of the applicable Acquired Company party thereto and, to the Knowledge of the Company, each other party thereto, enforceable in accordance with its terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law). Except as set forth on Section 4.11 of the Company Disclosure Schedule, no Acquired Company (nor, to the Knowledge of the Company any other party thereto) is in material breach or violation of or in material default in the performance or observance of any term or provision of, and no event has occurred or circumstances exist that, with lapse of time or notice or both, would reasonably be expected to result in any such material breach, violation or default of or under any Material Contract to which such Acquired Company is a party or by which it is bound or to which any of its assets or property is subject. No Acquired Company has received written notice that any counterparty to any Material Contract intends to cancel, terminate or materially alter the terms of any such Material Contract.

SECTION 4.12 Real Property.

(a) Except as set forth in Section 4.12(a) of the Company Disclosure Schedule, the Acquired Companies possess (i) good and marketable title in fee simple to the parcels of real property set forth in Section 4.12(a)(i) of the Company Disclosure Schedule (the "Owned Real Property"), (ii) valid leasehold interests in the parcels of real property set forth in Section 4.12(a)(ii) of the Company Disclosure Schedule (the "Leased Real Property"), pursuant to the leases described on such schedule (the "Real Property Leases") and (iii) valid easement, right-of-way, permit or license interests in and to the parcels of real property in which any Acquired Company has an easement, right-of-way, permit or license interest (the "Easement Real Property" and, together with the Owned Real Property and the Leased Real Property, the "Real Property"), in each case free and clear of all Liens, except for Permitted Liens.

(b) Except as set forth in Section 4.12(b) of the Company Disclosure Schedule, no interest of the Acquired Companies in the Real Property is subject to or encumbered by any purchase option, right of first refusal or other contractual right or obligation to sell, assign or dispose of such interests in the Real Property. No sale, assignment or disposition pursuant to any

matter described in Section 4.12(b) of the Company Disclosure Schedule would materially impair the conduct of the businesses of the Acquired Companies as presently conducted.

(c) Except as set forth in Section 4.12(c) of the Company Disclosure Schedule, the buildings, improvements and fixtures on the Real Property are in good operating condition and repair (ordinary wear and tear excepted), without material structural or mechanical defect (including inadequacy for normal use of the mechanical systems and fixtures).

(d) No Acquired Company has received any written notice from any lessor of Leased Real Property of, nor does the Company have Knowledge of the existence of, any default, event or circumstance that, with notice or lapse of time or both, would constitute a default by lessee or lessor under any Real Property Lease that would reasonably be expected to be material to the Acquired Companies, taken as a whole. Each Real Property Lease is the valid and binding obligation of an Acquired Company, enforceable against such Acquired Company in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium, marshaling or other similar laws relating to creditors' rights generally or by general principles of equity (whether considered in an action at law or in equity) and to the discretion of the court before which any proceedings therefor may be brought and except where such failure to be enforceable would not reasonably be expected to be material to the Acquired Companies, taken as a whole.

(e) No Acquired Company has received any written notice from any grantor under any Easement Agreement of, nor does the Company have Knowledge of the existence of, any default, event or circumstance that, with notice or lapse of time or both, would constitute a default by the grantor or grantee under any Easement Agreement that would reasonably be expected to be material to the Acquired Companies, taken as a whole. Each contract or agreement pursuant to which an Acquired Company is granted rights to use the Easement Real Property (an "Easement Agreement") is the valid and binding obligation of an Acquired Company, enforceable against such Acquired Company in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium, marshaling or other similar laws relating to creditors' rights generally or by general principles of equity (whether considered in an action at law or in equity) and to the discretion of the court before which any proceedings therefor may be brought and except where such failure to be enforceable would not reasonably be expected to be material to the Acquired Companies, taken as a whole.

(f) The Real Property constitutes (i) all material interests in and to real property of the Acquired Companies, and (ii) all material interests in real property reasonably required for the operation of the business of the Acquired Companies as presently conducted or reasonably anticipated to be conducted.

SECTION 4.13 Employee Matters; Labor.

(a) Section 4.13(a) of the Company Disclosure Schedule contains a list, as of the date of this Agreement, of each material Benefit Plan. With respect to each Benefit Plan, the Company has made available to the Purchasers, copies of, to the extent applicable, (i) such Benefit Plan (including amendments thereto), (ii) the most recent summary plan description provided to participants and all summaries of material modifications thereto, (iii) each trust, insurance, annuity or other funding Contract related thereto, (iv) the most recent financial statements and actuarial or

other valuation reports prepared with respect thereto, (v) the most recent determination or opinion letter received from the IRS, (vi) the two (2) most recent actuarial reports and annual reports on Form 5500 required to be filed with the IRS with respect thereto and (vii) copies of any non-routine correspondence with the DOL or the IRS within the past three (3) years regarding any Benefit Plan.

(b) Each Benefit Plan (and any related trust or other funding vehicle) has been maintained, operated and administered in compliance in all material respects with applicable Laws and with the terms of such Benefit Plan.

(c) No Benefit Plan is a multiemployer pension plan (as defined in Section 3(37) of ERISA) or other pension plan, in each case, that is subject to Title IV of ERISA or the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA. None of the Acquired Companies (including on account of any entity that would be treated as a single employer with any Acquired Company under Section 414 of the Code or Section 4001 of ERISA) has any liability (contingent or otherwise) under, or obligation to contribute to any Benefit Plan subject to Title IV of ERISA. No Benefit Plan provides health, medical or other welfare benefits after retirement or other termination of employment to any Company Employee (other than for continuation coverage required under Section 4980B(f) of the Code or any other similar state or local Law).

(d) Each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code (i) has received a favorable determination or opinion letter as to its qualification, (ii) has been established under a standardized master and prototype or volume submitter plan for which a current favorable IRS advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer or (iii) has time remaining under applicable Laws to apply for a determination or opinion letter or to make any amendments necessary to obtain a favorable determination or opinion letter, and nothing has occurred, whether by action or failure to act, that could reasonably be expected to result in the loss of such qualification.

(e) No material Actions (other than routine claims for benefits in the Ordinary Course of Business) are pending, or to the Knowledge of the Company, threatened, with respect to any Benefit Plan. The Company has not made any filings with respect to any voluntary correction or amnesty program with any Governmental Entity with respect to any Benefit Plan within the last six (6) years.

(f) Except as set forth in Section 4.13(f) of the Company Disclosure Schedule, none of the Acquired Companies is a party to any collective bargaining agreements. No union certification or decertification proceeding has been filed and, to the Knowledge of the Company, no union authorization card campaign or other union organizing activity has been conducted relating to the Company Employees, as of the date hereof, since January 1, 2019. Since January 1, 2019, there have been no strikes, lockouts or other labor stoppages involving the Company Employees, nor, to the Knowledge of the Company, are any strikes, lockouts or other labor stoppages pending or threatened. As of the date hereof, since January 1, 2019, there has not been, and there is not currently pending, any labor arbitration or proceeding relating to the grievance of any Company Employees or any application, unfair labor practice charge or complaint filed by

any such Company Employees with the National Labor Relations Board or any comparable state or local Governmental Entity.

(g) There has been no "mass layoff" or "plant closing" (as defined under the United States Worker Adjustment and Retraining Notification Act) with respect to any Acquired Company within the three (3) years prior to the date hereof where any liability remains unsatisfied.

(h) Since January 1, 2019, there has been no complaint pending or, to the Knowledge of the Company, threatened, against any Acquired Company (i) before the Equal Employment Opportunity Commission, Department of Labor or any other Governmental Entity responsible for the prevention of unlawful employment practices or (ii) in any court of law or arbitral forum.

(i) Except (A) as set forth on Section 4.13(i) of the Company Disclosure Schedule and (B) for the equity incentive plans that Purchasers or their respective Affiliates are establishing (including, after the Closing, any equity inventive plan at any of the Acquired Companies), neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby will (alone or in combination with any other event) (i) entitle any current or former employee, officer, director or individual independent contractor of any of the Acquired Companies to any compensation or benefits, including any severance pay, (ii) result in an increase in the amount of compensation or benefits, the acceleration of the vesting or timing of payment of any compensation or benefits payable, or any loan forgiveness to or in respect of any current or former employee, officer, director or individual independent contractor of any of the Acquired Companies, or any increased or accelerated funding obligation with respect to any Benefit Plan, (iii) require a contribution or payment by any of the Acquired Companies to any Benefit Plan or (iv) result in any excess parachute payments within the meaning of Section 280G of the Code. None of the Acquired Companies has any obligation to reimburse or otherwise "gross-up" any Person for the interest or additional Tax set forth under Section 409A(a)(1)(B) or the excise tax under Section 4999 of the Code.

SECTION 4.14 Environmental Matters. Except as set forth in Section 4.14 of the Company Disclosure Schedule or as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(a) Each of the Acquired Companies is, and since January 1, 2019 has been, in compliance with all applicable Environmental Laws, including in connection with its ownership and operation of the Business and the Business Property.

(b) Without limiting the generality of Section 4.14(a):

(i) No Hazardous Substances have been released for which reasonable funds have not been allocated for Remediation; and to the Knowledge of the Company, there is no threatened release of any Hazardous Substances for which reasonable funds have not been allocated for Remediation, on, under or about any location, including any Business Property, during the operations of any Acquired Company thereon or in relation thereto, except in compliance with Environmental Laws and except under circumstances or in a manner that would not reasonably be expected to result in liability under Environmental

Laws; and no Hazardous Substances have been transferred, transported, treated or disposed, or arranged for the same, by any Acquired Company to or from any location, including any current or, to the Knowledge of the Company, former Business Property, except in compliance with applicable Environmental Laws and except under circumstances or in a manner that would not reasonably be expected to result in liability under such Environmental Laws;

(ii) None of the Acquired Companies is subject to any: (A) liability in connection with any release or threatened release by such Acquired Company of any Hazardous Substances into the indoor or outdoor environment under any applicable Environmental Law whether on, under or about any current or, to the Knowledge of the Company, former Business Property, for which reasonable funds have not been allocated for Remediation; (B) Remediation requirements, including with respect to any current or former Business Property under any applicable Environmental Law, for which reasonable funds have not been allocated for Remediation; or (C) consent or Order, including with respect to any current or, to the Knowledge of the Company, former Business Property, relating to or issued under any applicable Environmental Law;

(iii) There are no Environmental Claims existing, pending or, to the Knowledge of the Company, threatened by or against any Acquired Company or any current or, to the Knowledge of the Company, former Business Property, and none of the Acquired Companies has received any written notice from any Governmental Entity asserting that the Business or such Acquired Company is not in compliance with any applicable Environmental Law;

(iv) Each Acquired Company has obtained and possesses all of the Environmental Permits necessary to operate the Business as presently conducted, each of which is valid and in full force and effect, and each Acquired Company and current Business Property is in compliance with all, and since January 1, 2018 has not violated any, terms and conditions of such Environmental Permits, and each Acquired Company has timely filed applications for renewal, to the extent applicable, of all such Environmental Permits, and there are no amendments (or similar actions) required with respect to such Environmental Permits in order to maintain compliance with Environmental Law, and there is no Action pending or, to the Knowledge of the Company, threatened to cancel, adversely modify or fail to renew any such Environmental Permit;

(v) To the Knowledge of the Company, no Acquired Company has been named as a potentially responsible party under any applicable Environmental Law and no current or, to the Knowledge of the Company, former Business Property has been proposed for listing on the National Priorities List under CERCLA, or any similar state list, and no current or, to the Knowledge of the Company, former Business Property is subject to any Lien arising under any applicable Environmental Laws;

(vi) Each Acquired Company has filed all notices, notifications, waste management plans or applications which are required under applicable Environmental Laws to be obtained or filed by such Acquired Company; and

(vii) No Acquired Company has contractually assumed or provided an indemnity against any liability or obligation of any other Person under any applicable Environmental Law.

Notwithstanding any of the representations and warranties contained elsewhere in this Agreement, the representations and warranties in this Section 4.14 shall be the sole representations and warranties relating to Environmental Laws, Environmental Permits and Hazardous Substances.

SECTION 4.15 Taxes.

(a) All income and other material Tax Returns required to be filed by any Acquired Company have been filed when due in accordance with applicable Law and are complete and correct in all material respects.

(b) All material Taxes, whether or not shown as due and payable by any Acquired Company on any such Tax Return, have been paid within the time required by Law.

(c) Except as set forth on Section 4.15(c) of the Company Disclosure Schedule, there is no material Action, suit, proceeding, investigation, audit or claim by any Taxing Authority pending or, to the Knowledge of the Company, threatened or contemplated with respect to any Tax or Tax Return of the Acquired Companies.

(d) There are no outstanding agreements, waivers or arrangements extending the statutory period of limitations applicable to any claim for, or for the collection or assessment of, material Taxes of the Acquired Companies.

(e) The Acquired Companies have timely and properly collected, withheld and remitted to the relevant Taxing Authority all material amounts required to be collected or withheld by them for the payment of material Taxes.

(f) There are no material Liens for Taxes upon the assets of the Acquired Companies, other than Permitted Liens.

(g) None of the Acquired Companies has participated in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b).

(h) None of the Acquired Companies has been party within the past two (2) years to a transaction that was intended to qualify under Section 355 of the Code.

(i) None of the Acquired Companies has received a written claim to pay any Taxes or file tax Returns from a Governmental Entity in a jurisdiction where the Acquired Company has not filed Tax Returns, which claim has not been resolved.

(j) None of the Acquired Companies is a party to or bound by any Tax sharing or allocation agreement or other similar agreement, other than (i) any such agreement the only parties to which are any of the Acquired Companies and (ii) any such agreement entered into in the Ordinary Course of Business and not primarily related to Taxes.

(k) No Acquired Company (A) is or has ever been a member of an affiliated group of corporations filing a consolidated income Tax Return (other than a group of which such Acquired Company is currently a member) or (B) has any liability for the Taxes of another Person (other than the Acquired Companies) under Treasury Regulations Section 1.1506-2 (or any similar provision of any state, local, or foreign law) or as a transferee or successor, by Contract or otherwise.

(l) None of the Acquired Companies will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (A) change in method of accounting for a taxable period ending on or prior to the Closing Date, (B) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Law) executed on or prior to the Closing Date, (C) intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Law) that arose on or prior to the Closing Date, (D) installment sale or open transaction disposition made on or prior to the Closing Date, (E) prepaid amount received or paid on or prior to the Closing Date, or (F) election under Section 965(h) of the Code.

(m) No Acquired Company has recognized a material amount of subpart F income, as defined in Section 952 of the Code, or a material amount of global intangible low tax income, as defined in Section 951A of the Code, in each case during a taxable period of such Acquired Company that includes and ends after the Closing Date.

(n) The unpaid Taxes of each Acquired Company (i) did not as of the Balance Sheet Date exceed the reserve for Taxes (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Financial Statements (rather than in any notes thereto) as of such date and (ii) will not, as of the close of the Closing Date, exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Acquired Companies in filing their Tax Returns with such unpaid Taxes calculated assuming the taxable year of each Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the Code ends on the Closing Date (assuming an interim closing of the books).

(o) The Company has not been a United States real property holding corporation within the meaning of Code section 897(c)(2) during the period specified in Code section 897(c)(1)(A)(ii).

(p) Since the Balance Sheet Date none of the Acquired Companies has made, changed or revoked any material Tax election, amended any income Tax Return or other material Tax Return, surrendered any material refund or right thereto, adopted or changed any material accounting method in respect of Taxes or otherwise, entered into any closing agreement, settlement or compromise of any income Tax liability or other material Tax liability, or consented to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes.

SECTION 4.16 Brokers. Except as set forth in Section 4.16 of the Company Disclosure Schedule, none of the Acquired Companies has any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

SECTION 4.17 Affiliate Contracts. Except (i) as set forth in Section 4.17 of the Company Disclosure Schedule or (ii) for any Benefit Plan of the Acquired Companies, there are no Affiliate Contracts or other arrangements pursuant to which a Related Person has any interest, directly or indirectly, in any property, asset or right, whether real, personal or mixed, tangible or intangible (including any Intellectual Property), which is utilized by any Acquired Company.

SECTION 4.18 Insurance; Surety Bonds.

(a) Section 4.18(a) of the Company Disclosure Schedule sets forth a complete and accurate list of all material insurance policies covering the properties, operations or assets of the Acquired Companies (the "Insurance Policies") as of the date hereof, which are in full force and effect as of the date hereof, and all premiums due and payable on such Insurance Policies as of the date hereof have been paid. Except as set forth in Section 4.18(a) of the Company Disclosure Schedule, (i) no written notice of cancellation, non-renewal, disallowance or reduction in coverage or termination of, nor any written notice of breach or default under, any Insurance Policy has been received by any Acquired Company or any Affiliate thereof, and, to the Knowledge of the Company, no such action has been threatened; (ii) none of the Acquired Companies is in material breach or default under any Insurance Policy; and (iii) no event has occurred which, with notice or lapse of time, would constitute such a material breach or default or would permit termination or modification under any Insurance Policy. There are no claims pending in excess of $500,000 in the aggregate as to which the insurer under any Insurance Policy has denied liability, made any reservation of rights or refused to all or any portion of such claims, and all such claims (and all relevant facts and circumstances related thereto) have been timely and properly filed and accepted by the applicable insurer. Each Acquired Company is in compliance in all material respects with the requirements of its respective customers to maintain insurance, including in the required amounts.

(b) Section 4.18(b) of the Company Disclosure Schedule separately sets forth a complete and accurate list of all material outstanding surety bonds involving any Acquired Company or the Business (other than those issued by subcontractors in favor of any Acquired Company and its customers) (the "Surety Bonds"), specifying, in each case, the issuer of such Surety Bond and the amount of such Surety Bond. To the Knowledge of the Company, (i) each Surety Bond is in full force or effect and has not been canceled or rescinded by the issuer thereof and (ii) no Seller, Acquired Company or "personal guarantor" under any Surety Bond has taken any action, or omitted to take any action, such that, with notice or lapse of time or both, the issuer of any Surety Bond could reasonably be expected, following the Closing, to (x) decline to renew or extend such Surety Bond consistent with past practice or (y) execute new surety bonds consistent with past practice.

SECTION 4.19 Intellectual Property.

(a) Section 4.19(a) of the Company Disclosure Schedule sets forth a true and complete list of all issued or registered Intellectual Property (including internet domain names) and all applications for registration thereof in each case, that are owned by an Acquired Company, and all of such items are subsisting and unexpired. No Action is pending or, to the Knowledge of the Company, threatened against the Acquired Companies that challenges the validity, enforceability, registration, or ownership of any Intellectual Property required to be listed on Section 4.19(a) of the Company Disclosure Schedule.

(b) The execution, delivery and performance by the Company of this Agreement will not result in the loss, termination or material impairment of any right of any Acquired Company in any material Intellectual Property used in the Business. All Persons who have created or invented material proprietary Intellectual Property intended to be owned by the Acquired Companies have assigned to the Acquired Companies, in writing, all of their rights therein that did not vest initially in the Acquired Companies by operation of Law.

(c) To the Knowledge of the Company, there has been no infringement, misappropriation, dilution or other violation in any material respect by any Person of any of the Intellectual Property of the Acquired Companies. Except as would not be reasonably expected to result in material liability to the Acquired Companies, the operation of the Business has not infringed, misappropriated, diluted or otherwise violated in the past two (2) years, and does not currently infringe, misappropriate, dilute or otherwise violate, any Intellectual Property of any Person. No Acquired Company has received any written communication within the past two (2) years (or earlier, if not presently resolved) alleging that it infringes, misappropriates, dilutes or otherwise violates any Intellectual Property of any Person in any material respect. Except as set forth in Section 4.19(c) of the Company Disclosure Schedule, no Acquired Company has been sued within the past two (2) years (or earlier, if not presently resolved) for infringing, misappropriating, diluting or otherwise violating any Intellectual Property of any Person.

(d) The computers, software, servers, workstations, routers, hubs, switches, circuits, networks, data communications lines, and all other information technology equipment of the Acquired Companies (collectively, the "IT Assets") (i) operate and perform in all material respects as required by the Acquired Companies, and (ii) have not materially malfunctioned within the past three (3) years. The Acquired Companies have in place all commercially reasonable measures to protect (A) the material trade secrets and confidential information of the Business, and (B) the confidentiality, integrity, continuous operation and security of the IT Assets (and all information and transactions stored or contained therein or transmitted thereby) against any unauthorized use, access, interruption, modification or corruption. There has been no unauthorized use, access, interruption, malfunction or corruption of the IT Assets that has materially impacted the operation of the Business, or resulted in the unauthorized access of material information contained therein, except for any that were resolved without material liability or cost or the obligation to notify any Person. The Acquired Companies have implemented commercially reasonable data backup, data storage, system redundancy and disaster avoidance and recovery procedures, as well as a commercially reasonable business continuity plan.

(e) The Acquired Companies maintain commercially reasonable Privacy Policies. The Acquired Companies and its Subsidiaries are in material compliance, and for the past three (3) years have been in material compliance, with all applicable Data Protection Laws.

There is no Action pending against the Acquired Companies by any Governmental Entity with respect to their collection, retention, storage, security, disclosure, transfer, disposal, use, or other processing of any personally identifiable information.

SECTION 4.20 NRC Matters and Other Radiological Licenses.

(a) Except as set forth in Section 4.20(a) of the Company Disclosure Schedule, and except as would not reasonably be expected to be material to the Acquired Companies, taken as a whole: (i) the Acquired Companies have all Permits, Radiological Licenses and other Consents and approvals that are issued by the NRC or any Agreement State having jurisdiction, that are necessary to own and operate the Business in all material respects as presently owned and operated, pursuant to the requirements of all Nuclear Laws, and all such Permits and Radiological Licenses are in full force and effect; (ii) since January 1, 2019, the Acquired Companies have not received any written notification regarding any investigation regarding material non-compliance with any such Permits or Radiological Licenses, the Nuclear Laws, or any Order, rule, regulation or decision of the NRC or any Agreement State having jurisdiction; and (iii) the Acquired Companies are in material compliance with all applicable Nuclear Laws and Orders, rules, regulations, and decisions of the NRC and any Agreement State having jurisdiction. Notwithstanding anything to the contrary in this Agreement, the representations and warranties contained in Section 4.09 or Section 4.14 shall not apply to the matters addressed in this Section 4.20.

(b) The Acquired Companies hold all applicable NRC Licenses for the Zion Station Site, the Three Mile Island Unit 2 Reactor Site, and the La Crosse Boiling Water Reactor Site.

(c) There is no Nuclear Fuel, other than Spent Nuclear Fuel, located on the Zion Station Site.

(d) There is no Nuclear Fuel, other than Spent Nuclear Fuel, located on the La Crosse Boiling Water Reactor Site.

(e) There is no Nuclear Fuel, other than Spent Nuclear Fuel, located on the Three Mile Island Unit 2 Reactor Site.

SECTION 4.21 Regulation as a Utility. The Acquired Companies are not subject to regulation as a public utility or public service company (or similar designation) by any state of the United States or any non-United States Governmental Entity. Except as set forth in Section 4.21 of the Company Disclosure Schedule, none of the Acquired Companies is (i) a "public utility" under the Federal Power Act or (ii) a "public utility holding company" or "public utility company" under the Public Utility Holding Company Act of 2005.

SECTION 4.22 Top Customers; Top Suppliers.

(a) Section 4.22(a) of the Company Disclosure Schedule sets forth the top twenty (20) customers of the Acquired Companies (taken as a whole), in each case, measured by volume of spending by the customer, for each of the 2020 fiscal year and the first six months of the 2021 fiscal year. As of the date hereof, no customer listed in Section 4.22(a) of the Company Disclosure Schedule has canceled or otherwise terminated, or, to the Knowledge of the Company,

requested in writing to cancel or otherwise terminate its relationship with any of the Acquired Companies.

(b) Section 4.22(b) of the Company Disclosure Schedule sets forth the top twenty (20) suppliers of the Acquired Companies (taken as a whole), in each case, measured by volume of spending by the Acquired Companies, for each of the 2020 fiscal year and the first six months of the 2021 fiscal year. As of the date hereof, no supplier listed in Section 4.22(b) of the Company Disclosure Schedule has canceled or otherwise terminated or, to the Knowledge of the Company, requested in writing to cancel or otherwise terminate its relationship with any of the Acquired Companies.

SECTION 4.23 Government Contracts. With respect to each (i) Government Contract to which an Acquired Company is currently a party or under which an Acquired Company has received final payment within the past three (3) years and (ii) Government Bid submitted or proposed to be submitted by an Acquired Company:

(a) such Acquired Company has complied in all material respects and is in compliance in all material respects with all terms and conditions of such Government Contract or Government Bid, as applicable;

(b) all representations and certifications executed, acknowledged or set forth in or pertaining to such Government Contract or Government Bid, as applicable, were current, accurate and complete when made, and such Acquired Company has complied in all material respects with all such representations and certifications;

(c) neither the United States government, nor any prime contractor, subcontractor or other Person, has notified such Acquired Company in writing that such Acquired Company has materially breached or violated any Law, certification, representation, clause, provision or requirement pertaining to such Government Contract or Government Bid, as applicable;

(d) to the Knowledge of the Company, such Government Contract was legally awarded and, to the extent such Acquired Company currently is a party thereto, is binding on the parties thereto and is in full force and effect in accordance with its terms; and

(e) to the Knowledge of the Company, no reasonable basis exists to give rise to a material claim by a Governmental Entity for fraud (as such concept is defined under the state or federal Laws of the United States) in connection with any such Government Contract or Government Bid, as applicable.

SECTION 4.24 Warranties. Except for those warranties that are (a) expressly set forth in any Contract to which an Acquired Company is a party or is otherwise bound or (b) required by applicable Law, no Acquired Company has made any express or implied warranties covering services rendered or products sold that have not expired. There are no Actions pending, or to the Knowledge of the Company, threatened, involving a service provided or product sold by the Acquired Companies or Business relating to any material alleged defect or any material alleged breach of any warranty provided by the Acquired Companies.

SECTION 4.25 Exclusive Representations and Warranties.

(a) Except for the representations and warranties contained in this Article 4 (as modified by the Company Disclosure Schedule), neither the Company nor any other Person on its behalf makes any other express or implied representation or warranty with respect to the Acquired Companies, the Company Joint Ventures or the transactions contemplated by this Agreement, and the Company disclaims any other representations or warranties, express or implied, whether made by the Company or any other Person.

(b) The Company acknowledges that, except for the representations and warranties contained in Article 5 and Article 6, neither the Purchasers nor any of their Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or Representatives, or other Person on its behalf, has made, or is making any other representation or warranty whatsoever, oral or written, express or implied, with respect to the Purchasers or the transactions contemplated by this Agreement and, except as provided in Article 5 and Article 6, neither the Purchasers nor any of their Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or Representatives, or other Person on its behalf, shall be liable in respect of the accuracy or completeness of any information provided to the Company.

ARTICLE 5

Representations and Warranties of Purchasers

Except as disclosed in the Purchaser Disclosure Schedule, each Purchaser, on a several and not joint basis, hereby represents and warrants to each other Purchaser, the Sellers and the Company as to itself, as of the date hereof and as of the Closing Date, as follows:

SECTION 5.01 Organization and Existence. Such Purchaser has all requisite power and authority required to enter into this Agreement and the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Such Purchaser is a limited partnership duly organized, validly existing and in good standing in its jurisdiction of formation. Such Purchaser is duly qualified or licensed to do business in each other jurisdiction where the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to result in a Purchaser Material Adverse Effect.

SECTION 5.02 Authorization. The execution, delivery and performance by such Purchaser of this Agreement and the Ancillary Agreements to which Purchaser will be a party, and the consummation by such Purchaser of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action on the part of such Purchaser. This Agreement has been, and the Ancillary Agreements to which such Purchaser will be a party will be, duly and validly executed and delivered by such Purchaser. This Agreement constitutes, and the Ancillary Agreements to which such Purchaser will be a party will constitute (assuming the due execution and delivery by each other party hereto and thereto) a valid and legally binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms,

subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

SECTION 5.03 Consents. No Consent of or Filing with any Governmental Entity which has not been obtained or made by such Purchaser is required to be obtained or made by such Purchaser in connection with the execution and delivery of this Agreement and the Ancillary Agreements to which it will be a party and the consummation by such Purchaser of the transactions contemplated hereby, other than (a) Purchaser Required Consents and (b) the Consents and Filings the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to result in a Purchaser Material Adverse Effect.

SECTION 5.04 Noncontravention. The execution, delivery and performance by such Purchaser of this Agreement does not, and the Ancillary Agreements to which such Purchaser will be a party will not, and, subject to obtaining Purchaser Required Consents, the consummation by such Purchaser of the transactions contemplated hereby and thereby will not contravene or violate any provision of (a) the Organizational Documents of such Purchaser, (b) any Contract to which such Purchaser is a party or by which such Purchaser is bound, or result in the breach, termination or acceleration thereof or default thereunder, or entitle any party to accelerate any obligation or indebtedness thereunder, or (c) any Law to which such Purchaser is subject or by which any property, right or asset of such Purchaser is bound or affected except, in the case of each of clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a Purchaser Material Adverse Effect.

SECTION 5.05 Litigation. (a) There is no Action pending or, to such Purchaser's Knowledge, threatened against or otherwise relating to such Purchaser or any of its Affiliates and (b) such Purchaser is not subject to any Order, in the case of each of clauses (a) and (b), that would, individually or in the aggregate, reasonably be expected to result in a Purchaser Material Adverse Effect.

SECTION 5.06 Compliance with Laws. Such Purchaser is not in violation of any Law, except for violations that would not, individually or in the aggregate, reasonably be expected to result in a Purchaser Material Adverse Effect.

SECTION 5.07 Brokers. Neither such Purchaser nor any of its Affiliates have any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which the Sellers or their Affiliates could become liable or obliged.

SECTION 5.08 Investment Intent. Such Purchaser acknowledges that neither the offer nor the sale of the Shares has been registered under the U.S. Securities Act of 1933, as amended (together with the rules and regulations promulgated thereunder, the "Securities Act"), or under any state or foreign securities laws. Such Purchaser is acquiring the Shares for its own account for investment, without a view to, or for a resale in connection with, the distribution thereof in violation of the Securities Act or any applicable state or foreign securities laws and with no present intention of distributing or reselling any part thereof. Such Purchaser will not so distribute or resell any of the Shares in violation of any such laws.

SECTION 5.09 Investigation. Such Purchaser is a sophisticated Person, knowledgeable about the industry in which the Acquired Companies operate, experienced in investments in such businesses and able to bear the economic risk associated with the purchase of the Shares. Such Purchaser has such knowledge and experience as to be aware of the risks and uncertainties inherent in the purchase of interests of the type contemplated in this Agreement, as well as the knowledge of the Acquired Companies and their operations in particular, and has independently made its own analysis and decision to enter into this Agreement. Such Purchaser has had full access to the books, records, facilities and personnel of the Acquired Companies, including all documents made available to such Purchaser in the electronic data-room established by the Sellers, for purposes of conducting such Purchaser's due diligence investigation of the Acquired Companies.

SECTION 5.10 Equity Financing. Each Purchaser (other than TriArtisan Purchaser) has, as of the date hereof, and will have at Closing, cash sufficient to pay (a) its Pro Rata Portion of (x) the Purchase Price *minus* (y) the Option Rollover Amount and (b) any and all costs, fees and expenses required to be paid by such Purchaser and its Affiliates in connection with the transactions contemplated by this Agreement. In no event shall the receipt or availability of any other funds or financing by such Purchaser or any Affiliate or any other transactions be a condition to any of such Purchaser's obligations hereunder.

SECTION 5.11 Disclaimer Regarding Projections. Such Purchaser may be in possession of certain projections and other forecasts regarding the Acquired Companies, including projected financial statements, cash flow items and other data of the Acquired Companies and certain business plan information of the Acquired Companies. Such Purchaser acknowledges that there are substantial uncertainties inherent in attempting to make such projections and other forecasts and plans, that such Purchaser is not relying on such projections and other forecasts and plans, that such Purchaser is familiar with such uncertainties, that such Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections and other forecasts and plans so furnished to it, and such Purchaser shall not have any claim against any Person with respect thereto. Accordingly, such Purchaser acknowledges that, without limiting the generality of Section 3.07 or Section 4.22, neither the Sellers, the Seller Representative, the Company, nor any of their Affiliates or Representatives has made any representation or warranty with respect to such projections and other forecasts and plans.

SECTION 5.12 Legal Impediments. To the Knowledge of such Purchaser, there are no facts relating to such Purchaser, any applicable Law or any Contract to which such Purchaser is a party that would disqualify such Purchaser from obtaining title to the Shares or control of the Acquired Companies or that would prevent, delay or limit the ability of such Purchaser to perform its obligations hereunder or to consummate the transactions contemplated hereby.

SECTION 5.13 Foreign Ownership. Except as set forth in Section 5.13 of the Purchaser Disclosure Schedule, such Purchaser is in compliance with Sections 103d and 104d of the Atomic Energy Act of 1954, as applicable, and the NRC's regulations in 10 C.F.R. § 50.38, including the foreign ownership, control and domination provisions of such sections of the Atomic Energy Act of 1954 and the NRC's regulations, and no portion of such Purchaser is owned, controlled or dominated by any foreign person or entity (as such terms are interpreted and applied

by the NRC), pursuant to the provisions of Sections 103d and 104d of the Atomic Energy Act of 1954 and the NRC's regulations in 10 C.F.R. § 50.38, as applicable to Part 50 licensees.

SECTION 5.14 Exclusive Representations or Warranties. Such Purchaser acknowledges that, except for the representations and warranties contained in Article 3 with respect to the Sellers and Article 4 with respect to the Company (in each case, as modified by the Company Disclosure Schedule), none of the Company, Sellers nor any of their Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or Representatives or any other Person on their behalf, has made, or is making, any representation or warranty whatsoever to such Purchaser or its Affiliates, directors, officers, employees, shareholders, partners, members or Representatives, oral or written, express or implied, and the Sellers, the Seller Representative and the Company hereby disclaim any other representations or warranties, whether made by the Sellers, the Acquired Companies or any of their respective Affiliates or Representatives and, except as provided in Article 3 with respect to the Sellers and Article 4 with respect to the Company none of the Company, Sellers nor any of their Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or Representatives shall be liable in respect of the accuracy or completeness of any information provided to such Purchaser or its Affiliates, directors, officers, employees, shareholders, partners, members or Representatives.

ARTICLE 6

Representations and Warranties of TriArtisan Purchaser

Except as disclosed in the Purchaser Disclosure Schedule, TriArtisan Purchaser hereby represents and warrants to the Sellers and the Company as to itself, as of the date hereof and as of the Closing Date, as follows:

SECTION 6.01 Equity Commitment Letters. TriArtisan Purchaser has received executed equity commitment letters dated as of the date of this Agreement (the "Equity Commitment Letters") from the other parties signatory thereto (the "ECL Parties") to provide to TriArtisan Purchaser the funds sufficient to pay its Pro Rata Portion of (x) the Purchase Price *minus* (y) (A) the Option Rollover Amount [redacted] The Equity Commitment Letters provide that the Seller Representative is a third party beneficiary thereto and true, correct and complete copies of the Equity Commitment Letters as in effect on the date of this Agreement have been provided to the Seller Representative. In no event shall the receipt by, or the availability to, TriArtisan Purchaser or any of its Affiliates of any funds or financing be a condition to TriArtisan Purchaser's obligations to consummate the transactions contemplated hereunder.

SECTION 6.02 Validity; Enforceability. TriArtisan Purchaser has fully paid any and all commitment or other fees required by the Equity Commitment Letters to be paid on or before the date of this Agreement. The Equity Commitment Letters are valid and binding and in full force and effect, enforceable by TriArtisan Purchaser and against each other party thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law). There are no

conditions precedent or other contingencies related to the Equity Financing, other than as expressly set forth in Section 2(a) of the Equity Commitment Letters, and TriArtisan Purchaser has no reason to believe that the conditions to the Equity Financing will not be satisfied or that the Equity Financing will not be available to TriArtisan Purchaser on the Closing Date.

SECTION 6.03 No Withdrawal or Rescission. None of the commitments contained in the Equity Commitment Letters have been withdrawn or rescinded in any respect. Neither TriArtisan Purchaser nor any of its Affiliates has entered into any agreement, side letter or other arrangement relating to the Equity Financing contemplated by this Agreement, other than as set forth in the Equity Commitment Letters. No ECL Party has notified TriArtisan Purchaser or any of its Affiliates of such Person's intention to terminate or withdraw the Equity Financing.

ARTICLE 7

Covenants

SECTION 7.01 Information Pending Closing. From the date of this Agreement through the earlier of the Closing or the termination of this Agreement pursuant to Section 10.01 (the "Interim Period"), the Company shall provide TriArtisan Purchaser and its Representatives with information as to the Acquired Companies and their material operations, as reasonably requested by TriArtisan Purchaser and to the extent such information is readily available to the Company or can be obtained by the Company without any material interference with the business or operations of the Acquired Companies. Notwithstanding the foregoing, the Company shall not be required to provide any information (a) that any Seller reasonably believes it or the Acquired Companies are prohibited from providing to the Purchasers by reason of applicable Law, that constitutes or allows access to information protected by attorney-client privilege, or that the Sellers or the Acquired Companies are required to keep confidential or prevent access to by reason of any Contract with or duty to any third party, (b) relating to pricing or other matters that are highly sensitive if the exchange of such documents (or portions thereof) or information, as determined by the Sellers' counsel, would reasonably be expected to result in regulatory concerns for the Sellers or any of their Affiliates or (c) relating to any potential sale of any of the Acquired Companies or the Business to any other Person. Notwithstanding anything contained herein, during the Interim Period, the Purchasers shall not contact any of the Acquired Companies' employees, vendors, customers or suppliers in connection with the transactions contemplated hereby without receiving prior written authorization from the Seller Representative. Following the Closing, the Sellers shall be entitled to retain copies (at the Sellers' sole cost and expense) of all books and records relating to their ownership and/or operation of the Acquired Companies and their businesses prior to Closing.

SECTION 7.02 Conduct of Business Pending the Closing.

(a) During the Interim Period, the Company shall, and shall cause each other Acquired Company to: (i) operate in the Ordinary Course of Business and (ii) use reasonable best efforts to (A) preserve, maintain and protect the assets and properties of the Acquired Companies, (B) maintain the Permits of the Acquired Companies as necessary in accordance with NRC or other regulations, and (C) maintain all material relationships of the Acquired Companies with customers, suppliers and Governmental Entities and other Persons with which the Acquired

Companies has material business dealings. Without limiting the foregoing, except as otherwise contemplated by this Agreement or as consented to in writing by TriArtisan Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, during the Interim Period, the Company shall not, and shall cause each other Acquired Company not to, do the following:

(i) sell, transfer, convey, abandon, cancel or otherwise dispose of any material assets (other than (A) in the Ordinary Course of Business in an amount not in excess of [redacted], in the aggregate or (B) sales, transfers, conveyances, abandonments, cancelations or other dispositions of obsolete fixtures, equipment and tangible personal property or other assets, including as part of any decontamination or decommissioning activities);

(ii) merge or consolidate with any other Person or acquire all or substantially all of the assets of any other Person;

(iii) enter into, terminate, materially amend or grant any waiver of any material term under, any Material Contract or Contract that would be a Material Contract if in existence on the date hereof, other than in the Ordinary Course of Business;

(iv) issue, reserve for issuance, pledge or otherwise encumber, redeem or sell, or enter into any arrangement to do any of the foregoing, with respect to any of its respective Equity Interests, other than (A) the issuance of Shares upon the exercise of Options or (B) the redemption or repurchase of Shares or Options held by employees in connection with the termination of their employment pursuant to the terms of award agreements governing such Shares or Options;

(v) declare, set aside or pay any dividend or other distribution (whether in cash, stock or property) with respect to any Equity Interests payable or transferrable to any Affiliate of the Acquired Companies, other than in the Ordinary Course of Business;

(vi) liquidate, dissolve or otherwise wind up its business or operations, excluding the dissolution of immaterial Subsidiaries;

(vii) purchase any equity securities of any Person;

(viii) materially amend any Organizational Document of any Acquired Company;

(ix) except as required by changes in applicable Law or changes in GAAP, change any material accounting method;

(x) effect any recapitalization, reclassification or other change in its capitalization;

(xi) engage in any material new line of business;

(xii) other than any Indebtedness (A) solely between Acquired Companies or (B) incurred in the Ordinary Course of Business, create, incur or assume any Indebtedness;

(xiii) settle any Action that would reasonably be expected to result in any liability of the Acquired Companies in excess of [redacted];

(xiv) cancel or terminate coverage under any Insurance Policy other than in connection with obtaining any replacement insurance policy providing substantially similar coverage;

(xv) settle or compromise any material liability for Taxes or Tax audit, amend any Tax Return, adopt or change any method of accounting for Tax purposes, make, change or revoke any Tax election, surrender any material Tax refund or right to claim a material Tax refund, offset to other reduction in Tax liability, change any annual Tax accounting period, enter into any closing agreement with respect to any material Tax, consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of any Taxes, or fail to make any required payments of Taxes (including estimated Taxes);

(xvi) except (A) to the extent required by applicable Law (including as the Company may reasonably determine to be appropriate to address potential Tax consequences to the Company or any Company Employee as a result of amendments to the Code), (B) to the extent required by any Benefit Plan, policy or Contract of any Acquired Company as in effect on the date of this Agreement, (C) in the Ordinary Course of Business, (D) in connection with any promotion based on job performance or workplace requirements, grant any material increase in the compensation or severance pay to any officer of any Acquired Company, or adopt, enter into or materially amend any Benefit Plan; or

(xvii) agree or commit to do any of the foregoing.

(b) Notwithstanding Section 7.02(a) or any other provision herein, the Acquired Companies may take commercially reasonable actions (whether or not permitted by Section 7.02(a)) with respect to emergency or exigent situations and/or to comply with applicable Laws, including Nuclear Laws.

(c) Any covenant of the Company in this Section 7.02 to cause the Acquired Companies to take or refrain from taking any action shall be deemed to include a covenant of the Company with respect to the Company Joint Ventures to use reasonable best efforts to cause the Company Joint Ventures to take or refrain from taking such action, which efforts shall be limited to the exercise of management, voting, consent or similar rights available to the Sellers or any Acquired Company under any existing Organizational Document or other Contract with respect to the Sellers' or such Acquired Company's ownership interest in the Company Joint Ventures.

(d) Nothing contained in this Section 7.02 shall prevent any Acquired Company from taking or failing to take any Outbreak Measures or any action that is taken in good faith in response to COVID-19 and no such action (or failure to act) shall on its own serve as a basis for the Purchasers to terminate this Agreement or assert that any of the conditions to the Closing contained herein have not been satisfied; provided, that, any underlying change, occurrence, development or effect may serve as the basis for the Purchasers to terminate this

Agreement or assert that any of the conditions to the Closing contained herein have not been satisfied, as and to the extent contemplated by the other provisions of this Agreement.

(e) Nothing contained in this Section 7.02 is intended to give the Purchasers the right to control or direct the operations of the Acquired Companies prior to the Closing. Prior to the Closing, the Sellers, the Company and the other Acquired Companies shall exercise complete control and supervision over the Company's and the other Acquired Companies' operations.

SECTION 7.03 Tax Matters.

(a) General. The Purchasers shall not, the TriArtisan Purchaser shall cause the Acquired Companies not to and the Acquired Companies shall not, make any election or deemed election under Section 336 of the Code or Section 338 of the Code or any similar election under any other provision of state, local or other Law.

(b) Cooperation. TriArtisan Purchaser, Sellers and the Seller Representative shall cooperate fully, and shall cause their respective Affiliates (including the Company) to cooperate fully, as and to the extent reasonably requested by any Party, in connection with the filing of Tax Returns and the conduct of any Tax contest or other proceeding relating to the Acquired Companies. Such cooperation shall include the retention and (upon a Party's request) the provision of records and information which are reasonably relevant to any such Tax Return or Tax contest or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The requesting Party shall reimburse the cooperating Parties for all reasonable out-of-pocket costs and expenses incurred by such cooperating Parties as a result of such request.

(c) Transfer Taxes. TriArtisan Purchaser shall cause the Company to file all Tax Returns required to be filed to report Transfer Taxes imposed on or with respect to the transactions contemplated by this Agreement, and the Company shall be solely liable for and shall pay all such Transfer Taxes, and shall indemnify, defend and hold harmless Sellers, Seller Representative and their respective Affiliates from and against any and all liability for the payment of such Transfer Taxes and the filing of such Tax Returns.

SECTION 7.04 Confidentiality; Publicity.

(a) Notwithstanding anything to the contrary contained herein, (i) the Purchasers, the Sellers and any of its or their respective Affiliates shall not make any public announcement, public filing or issue any public communication regarding this Agreement, the Ancillary Agreements, any other agreement, certificate or writing delivered in connection with this Agreement, the terms and conditions set forth herein or the transactions contemplated hereby, or any matter related to the foregoing, without first obtaining the prior consent of the Sellers or TriArtisan Purchaser, as applicable (which consent shall not be unreasonably withheld) and (ii) the Purchasers and the Sellers agree that this Agreement, the Ancillary Agreements and any other agreement, certificate or writing delivered in connection with this Agreement and the terms and conditions set forth herein and therein shall be kept strictly confidential and shall not be disclosed or otherwise made available by any of them to any other Person, except in each case, if such announcement, filing, disclosure or other communication is required by applicable Law or legal

process (including rules of any national securities exchange), in which case the Sellers or the Purchasers, as applicable, shall use their reasonable best efforts to coordinate or communicate such announcement, filing, disclosure or communication with the Sellers or the Purchasers, as applicable, prior to announcement, filing, disclosure or communication.

(b) Notwithstanding the foregoing, (i) TriArtisan Purchaser and its Affiliates may engage in ordinary course communications regarding this Agreement and the transactions contemplated hereby to obtain equity commitments or equity financing from existing or prospective general and limited partners, equity holders, members, managers, investors, co-investors and any Affiliates of any such Persons (collectively, the "Purchaser Equity Affiliates"), and may provide confidential information in connection therewith; provided, that such Purchaser Equity Affiliates agree to abide by the terms of this Section 7.04 and (ii) Sellers, the Purchasers (other than TriArtisan Purchaser) and their respective Affiliates may engage in ordinary course communications regarding this Agreement and the transactions contemplated hereby with existing or prospective general and limited partners, equity holders, members, managers, investors, co-investors and any Affiliates of any such Persons (collectively, the "Seller Equity Affiliates" or the "Co-Investor Equity Affiliates," as applicable), and may provide confidential information in connection therewith; provided, that such Seller Equity Affiliates or Co-Investor Equity Affiliates, as applicable, agree to abide by the terms of this Section 7.04.

SECTION 7.05 Post-Closing Books and Records; Financial Statements. As of the Closing, the Sellers and their Affiliates shall be entitled to retain copies (at the Sellers' sole cost and expense) of any such books, records and other documents which pertain solely to the ownership or operation of the Acquired Companies. The Company shall, and shall cause the other Acquired Companies to, retain, for at least seven (7) years after the Closing Date, all books, records and other documents pertaining to the Acquired Companies' businesses that relate to the period prior to the Closing Date, except for Tax Returns and supporting documentation relating to the Acquired Companies' businesses or the Acquired Companies' assets which shall be retained until sixty (60) days after the date required by applicable Law, and to make the same available after the Closing Date for inspection and copying by the Sellers, during regular business hours without significant disruption to the Acquired Companies' businesses and upon reasonable request and upon reasonable advance notice. From and after the expiration of such period, if the Sellers or any of their Affiliates have previously requested in writing that such books and records be preserved, the Company shall, and shall cause the other Acquired Companies to, either preserve such books and records for such reasonable period as may be requested by the Sellers or transfer such books and records to the Sellers or their designated Affiliates at the Sellers' expense.

SECTION 7.06 Expenses. [redacted] Except as otherwise set forth in this Agreement (including this Section 7.06), each Party shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and

instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby.

SECTION 7.07 Employee Matters.

(a) Continuation of Compensation and Benefits. [REDACTED] the Company will provide to each Continuing Employee: (i) annual base salary, wages and cash incentive compensation opportunities that are no less than the annual base salary, wages and cash incentive compensation opportunities, respectively, provided to such Continuing Employee immediately prior to the Closing Date and (ii) employee benefits that are substantially comparable, in the aggregate to those benefits provided to such Continuing Employee immediately prior to the Closing Date.

(b) Severance and Paid Time Off. [REDACTED] the Company will provide severance and paid time off benefits to each Continuing Employee that, respectively, are no less favorable than the severance and paid time off benefits in effect in respect of such Continuing Employee immediately before the Closing.

(c) Benefit Continuation Waivers for Continuing Employees. Following the Closing, the Company shall exercise its commercially reasonable efforts to waive or cause to be waived all limitations as to preexisting conditions or waiting periods with respect to participation and coverage requirements applicable to each Continuing Employee under any employee benefit plans, programs and policies of Purchaser or any Affiliate thereof maintained during the one year period following the Closing in which Continuing Employees participate (or are eligible to participate) that are "welfare benefit plans" (as defined in Section 3(1) of ERISA) to the same extent that such conditions and waiting periods were satisfied or waived under the comparable Benefit Plan immediately prior to the Closing. In addition, following the Closing, the Company shall exercise its commercially reasonable efforts to provide or cause to be provided each Continuing Employee with full credit for any co-payments and deductibles paid during the plan year commencing immediately prior to the Closing Date in satisfying any applicable co-payments, deductibles or other out-of-pocket requirements under any such welfare benefit plans for such plan year.

(d) Service Credit for Continuing Employees. Following the Closing, the Company shall provide, or cause to be provided, to each Continuing Employee credit for all service prior to the Closing Date, to the same extent as such service was credited under the comparable Benefit Plan or arrangement or entitlement of any Acquired Company, to the extent such a comparable Benefit Plan, arrangement or entitlement was maintained by such Acquired Company prior to the Closing, under all benefit plans and arrangements and employment-related entitlements (including severance and vacation/paid time-off policies) of the Company or its Affiliates maintained in the one year period following the Closing for all purposes (other than for purposes of determining benefit accrual), including for purposes of eligibility, vesting, and determination of level of benefits. Notwithstanding the foregoing, such service shall not be recognized to the extent that it results in the duplication of benefits for the same period of service.

(e) Section 280G. The Company will, prior to the Closing Date, (i) prior to the vote described in clause (ii) of this sentence, use commercially reasonable efforts to obtain waivers of any excess parachute payment (as described below) from each Person who has or may have a right to any payments and/or benefits as a result of or in connection with the transactions contemplated hereby that could be deemed to constitute "excess parachute payments" (within the meaning of Section 280G of the Code) such that the vote described in clause (ii) shall establish such Person's right to such payment or other compensation; and (ii) solicit the approval of the stockholders of the Company in a manner intended to comply with Section 280G(b)(5)(A)(iii) and Section 280G(b)(5)(B) of the Code, and the regulations promulgated thereunder, including Q&A 7 of Section 1.280G-1 of such regulations, of all payments and/or benefits (including payments and benefits waived pursuant to the foregoing clause (i)) that could, as a result of, or in connection with, the transactions contemplated hereby, be deemed to constitute "excess parachute payments." At least five (5) Business Days prior to the vote, the TriArtisan Purchaser and its counsel shall have the right to review and comment on all documents to be delivered to the stockholders in connection with such vote and any required disqualified individual waivers or consents, and the Company shall consider in good faith all reasonable comments of the TriArtisan Purchaser thereon. Prior to the Closing Date, the Company shall provide the TriArtisan Purchaser and its counsel with copies of all documents executed by the stockholders and disqualified individuals in connection with the vote provided under this Section. The TriArtisan Purchaser shall provide to the Company, no less than fifteen (15) days prior to the Closing Date, any arrangements entered into at the direction of the TriArtisan Purchaser or between the TriArtisan Purchaser and its Affiliates, on the one hand, and a disqualified individual, on the other hand ("Buyer Arrangements") and the Company and the TriArtisan Purchaser shall cooperate in good faith with respect to calculating the value of such arrangements, provided, however, that if such Buyer Arrangements are not provided or are provided to the Company fewer than fifteen (15) days prior to the Closing Date, compliance with the remainder of this paragraph shall be determined as if such Buyer Arrangements had not been entered into.

(f) Third-Party Rights. The provisions of this Section 7.07 are for the sole benefit of the parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person (including, for the avoidance of doubt, any Company Employee), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies under or by reason of any provision of this Agreement. Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement; (ii) shall alter or limit the ability of the Sellers, the Purchasers or any of their respective Affiliates to amend, modify or terminate any benefit plan, program, agreement or arrangement; or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

SECTION 7.08 Further Actions.

(a) During the Interim Period, subject to the terms and conditions of this Agreement, each Party agrees to use its reasonable best efforts (except where a different efforts standard is specifically contemplated by this Agreement, in which case such different standard shall apply) to take, or cause to be taken, all actions and to do, or cause to be done, all things

necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement in an expeditious manner.

(b) Each of the Parties shall cooperate with the other Parties and shall use its reasonable best efforts to consummate and make effective the transactions contemplated hereby and to cause the conditions set forth in Article 8 to be satisfied, including (i) obtaining all necessary actions or non-actions, consents, Permits and approvals (including those specified below) from Governmental Entities or other Persons necessary in connection with the consummation of the transactions contemplated by this Agreement, including the Required Consents, and the making of all necessary registrations and filings (including filings with Governmental Entities, if any) and the taking of all steps as may be necessary to obtain an approval from, or to avoid an action or proceeding by, any Governmental Entity or other persons necessary in connection with the consummation of the transactions contemplated by this Agreement, (ii) defending any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions to be performed or consummated by such Party in accordance with the terms of this Agreement, including seeking to have any stay or temporary restraining Order entered by any court or other Governmental Entity vacated or reversed, and (iii) the execution and delivery of any additional instruments necessary to consummate any transactions to be performed or consummated by such Party in accordance with the terms of this Agreement and to carry out fully the purposes of this Agreement, including the execution and delivery of the Amended and Restated Stockholders Agreement.

(c) In furtherance and not in limitation of the obligations set forth in Section 7.08(b), each of the Company, the ECP Sellers and TriArtisan Purchaser shall promptly (and in no event later than fifteen (15) Business Days following the date that this Agreement is executed) make and not withdraw (except with the prior written consent of the other Party) its respective filings under the HSR Act, and such Parties shall request early termination of the statutory waiting period with respect thereto. The Purchasers agree to take promptly any and all steps with respect to their own assets or business necessary (or the assets and business of the Acquired Companies after Closing) to avoid or eliminate each and every impediment and obtain all consents under any Antitrust Laws that may be required by any Governmental Entity so as to enable the Parties to close the transactions contemplated by this Agreement as soon as possible, including committing to or effecting, by consent decree, hold separate orders, trust, or otherwise, the sale or disposition of such assets or businesses as are required to be divested in order to avoid the entry of, or to effect the dissolution of or vacate or lift, any Order, that would otherwise have the effect of preventing or materially delaying the consummation of the transactions contemplated by this Agreement. Further, and for the avoidance of doubt, the Purchasers will take any and all actions necessary with respect to their own assets or business (or the assets and business of the Acquired Companies after Closing) in order to ensure that (x) no requirement for any non-action by or clearance, consent or approval of any Governmental Entity with respect to any Antitrust Laws, (y) no decree, judgment, injunction, temporary restraining order or any other Order in any suit or proceeding with respect to any Antitrust Laws, and (z) no other matter relating to any Antitrust Laws would preclude consummation of the Closing by the Outside Date. The Company shall be responsible for the payment of all applicable filing fees pursuant to the HSR Act and any other Antitrust Law in connection with the transactions contemplated by this Agreement.

(d) [redacted]

(e) In furtherance and not in limitation of the obligations set forth in Section 7.08(b), as promptly as practicable after the date of this Agreement, the Company and the TriArtisan Purchaser, as applicable, shall make the filings necessary to obtain the Required Consents, other than the NRC Consents required to be obtained with respect to the NRC Licenses (and in no event later than thirty (30) days after the date of this Agreement). The Company shall bear the costs of the preparation and review of any such filings.

(f) In furtherance and not in limitation of the obligations set forth in Section 7.08(b), as promptly as practicable after the date of this Agreement, and no later than fifteen (15) Business Days after the date of this Agreement or such other period as may be agreed in writing by the Seller Representative and TriArtisan Purchaser, the Company and TriArtisan Purchaser shall file with the NRC an application requesting consent under Section 184 of the Atomic Energy Act and 10 C.F.R. § 50.80, and as applicable 10 C.F.R. § 72.50, for the indirect transfer of control of the NRC Licenses as a result of the transaction contemplated herein, and any other related approvals required to be obtained under the NRC Consents with respect to the NRC Licenses. The Company and TriArtisan Purchaser shall cooperate with one another to facilitate NRC review of the application by providing the NRC staff with such documents or information that the NRC staff may require any of the Parties to provide or generate. The Parties shall use their best efforts to obtain such consents as promptly as practicable. The Company shall bear the costs of the preparation of any such filings and any NRC fees.

(g) During the Interim Period, (x) each of the Purchasers shall, upon request by the Company or the TriArtisan Purchaser, furnish such Party with all information concerning itself, its respective Affiliates, and its or its respective Affiliates' directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made by or on behalf of the Purchasers or any of their respective Affiliates to any Governmental Entity or other Person in connection with the transactions contemplated by this Agreement and (y) the Company shall, upon request by TriArtisan Purchaser, furnish TriArtisan Purchaser with all information concerning itself, its Affiliates, and its or its Affiliates' directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made by or on behalf of the Company or any of its Affiliates to any Governmental Entity or other Person in

connection with the transactions contemplated by this Agreement (such information, the "Transaction Information"). Notwithstanding anything to the contrary contained herein or in any other agreement or contract, TriArtisan Purchaser may not disclose the Transaction Information to any other Purchaser or any co-investor or limited partner of TriArtisan Purchaser unless such Person has executed a customary confidentiality agreement with the ECP Sellers or any of their Affiliates in connection with such Transaction Information. Subject to applicable Laws relating to the exchange of information, each of TriArtisan Purchaser and the Company shall have the right to review in advance, and each will consult with the other on and consider in good faith the views of the other in connection with, all of the information relating to the Purchasers or the Company, as the case may be, and any of their respective Representatives, that appears in any filing made with, or written materials submitted to, any Governmental Entity or other Person in connection with the transactions contemplated by this Agreement. In exercising the foregoing rights, each of the Company and TriArtisan Purchaser shall act reasonably and as promptly as practicable. Notwithstanding the foregoing, any information or materials provided to or received by any party under this Section 7.08 may be redacted (i) to remove references concerning the valuation of the Company, (ii) as necessary to comply with any Contract and (iii) as reasonably necessary to address attorney-client or other privilege concerns, and the Parties may reasonably designate any material or information provided to or received by any party under this Section 7.08 as "outside counsel-only material".

(h) Each Party shall, to the extent permitted by applicable Law, (i) promptly inform the other Party of any material communication made to, or received by such Party from, any Governmental Entity regarding any of the transactions contemplated hereby, (ii) respond as promptly as reasonably practicable to any inquiries or requests for additional information and documentary material received from any Governmental Entity and (iii) not enter into any agreement with any Governmental Entity agreeing to delay or not to consummate the transactions contemplated by this Agreement.

(i) In connection with the consummation of the transactions contemplated hereby, prior thereto, the Parties intend to modify the existing holding company structure, such that (i) the Purchasers shall assign their rights (but not their obligations) to purchase the stock of the Company pursuant to this Agreement to, and the Company shall be acquired by, and shall become a wholly owned subsidiary of, Partnership Buyer (which shall become the Purchaser pursuant to this Agreement) and (ii) the Investors (as defined in the Amended and Restated Stockholders Agreement) shall hold interests in Partnership Buyer instead of in the Company. It is the intent of the Parties that their relative rights and obligations shall remain the same in all material respects as they otherwise would be immediately following the Closing under the current holding company structure. The Parties agree to cooperate in good faith to give effect to this Section 7.08(i) and to enter into such agreements and instruments and take such actions as are reasonably requested in connection therewith.

(j) Prior to or simultaneous with the Closing, the applicable Parties shall take such action as shall be necessary or advisable to amend the current bylaws of the Company to remove the specific rights of the ECP Sellers in Article III thereof and any other sections that

confer specific rights upon the ECP Sellers and their affiliates, and such sections shall no longer apply from and after the Closing.

(k) If the Equity Interests or debt securities of any Purchaser or any of its respective Affiliates are purchased or otherwise acquired by any Person, directly or indirectly, after the date hereof but prior to Closing (such investment, a "Purchaser Investment"), and (A) such purchase or acquisition of Equity Interests or debt securities of such Purchaser will reasonably be expected to result in (i) a material delay of the Closing of the transactions contemplated hereby (including any material delay in the procurement of the NRC Consents) or (ii) any incremental material substantive or administrative burden in connection with the procurement of the NRC Consents or (B) such Person is unable to make the representations and warranties set forth in Article 5 as if such Person was a Purchaser hereunder, then, in each case, no Purchaser Investment shall be consummated without the prior written consent of the Seller Representative (which consent may not be unreasonably withheld, conditioned or delayed).

(l) Prior to Closing, the Acquired Companies shall submit to the applicable CSAs and, to the extent reasonably requested by TriArtisan Purchaser, any other applicable Governmental Entity, a notification of the transaction contemplated hereby (the "CSA Notification") in accordance with the National Industrial Security Operating Manual ("NISPOM"), and any other applicable national or industrial security regulations in form and substance reasonably satisfactory to TriArtisan Purchaser and the ECP Sellers. The Acquired Companies, the Purchasers and Sellers shall reasonably cooperate in preparing the CSA Notification and any other submissions to a CSA required by NISPOM or any other applicable regulation or requested by a CSA as soon as reasonably practical.

SECTION 7.10 Insurance. TriArtisan Purchaser shall cause the Acquired Companies to maintain insurance for events or occurrences after the Closing. Subject to Section 7.13, the Sellers shall maintain or cause to be maintained in full force and effect the material insurance policies covering the Acquired Companies until the Closing.

SECTION 7.11 No Solicitation; Alternative Transactions. During the Interim Period, neither the Sellers nor any Acquired Company shall, and the Sellers shall cause their respective Affiliates and Representatives not to, directly or indirectly, encourage, solicit, participate in or initiate discussions or negotiations with, or provide any information to, any Person or group (other than any Party or any Affiliate, associate or designee of any Party) concerning any proposal for the sale, merger, combination, joint venture or other transaction involving all or any part of the Equity Interests, assets, business or properties of the Acquired Companies, other than providing information in connection with the transactions contemplated hereby in accordance with the terms hereof. The Sellers shall promptly notify TriArtisan Purchaser if any Person makes any proposal, offer, inquiry or contact with respect to any of the foregoing (whether solicited or unsolicited) and shall provide TriArtisan Purchaser with a description of such proposal, offer, inquiry or contact provided by such Person in connection with such proposal, offer, inquiry or contact.

SECTION 7.12 Schedule Update. From time to time prior to the Closing, any Seller or the Company, as the case may be, may, at its respective option, supplement or amend and deliver updates to the Company Disclosure Schedule (each a "Schedule Update"), that are necessary to complete or correct any information in such Company Disclosure Schedule or in any representation or warranty of the Sellers or the Company, as the case may be, that has been rendered inaccurate or incomplete due to any change, event, effect or occurrence since the date of this Agreement. If (a) TriArtisan Purchaser has the right to terminate the Agreement pursuant to Section 10.01(d) and does not exercise such right as a result of such Schedule Update within thirty (30) days thereof and (b) the Schedule Update pursuant to this Section 7.12 relates to events occurring or conditions arising after the date of this Agreement, then such Schedule Update shall be deemed to have amended the Company Disclosure Schedule as of the date of this Agreement, to have qualified the representations and warranties contained in Article 3 with respect to the Sellers or Article 4 with respect to the Company, as of the date of this Agreement, and to have cured any misrepresentation or breach of warranty that otherwise might have existed hereunder by

reason of the existence of such matter. For the avoidance of doubt, TriArtisan Purchaser shall not be permitted to terminate this Agreement and it shall not otherwise be deemed a breach of this Agreement as a result of any Schedule Updates that relate to any actions permitted by or taken in accordance with Section 7.02.

SECTION 7.13 Director and Officer Indemnification.

(a) From and after the Closing, the Company shall, and shall cause the other Acquired Companies to, indemnify and hold harmless each present and former director, officer and employee of the Acquired Companies against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Action, arising out of or pertaining to matters existing or occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing, to the fullest extent that the applicable Acquired Company would have been permitted under applicable Law and its respective Organizational Documents in effect on the date hereof to indemnify such person (including promptly advancing expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, TriArtisan Purchaser shall cause each Acquired Company (i) to maintain for a period of not less than six (6) years from the Closing, provisions in its Organizational Documents concerning the indemnification and exculpation (including relating to expense advancement) of such Acquired Company's former and current officers, directors, employees, parents and agents that are no less favorable to those Persons than the provisions of the Organizational Documents of such Acquired Company, in each case, as of the date hereof and (ii) not to amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law.

(b) For a period of six (6) years from the Closing, the Company shall maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by any Acquired Company's directors' and officers' liability insurance policies on terms not less favorable than the terms of such current insurance coverage; provided, however, that (i) TriArtisan Purchaser or the Company may cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six (6)-year "tail" policy containing terms not less favorable than the terms of such current insurance coverage with respect to matters existing or occurring at or prior to the Closing and (ii) if any Action is asserted or made within such six (6)-year period, any insurance required to be maintained under this Section 7.13 shall be continued in respect of such Action until the final disposition thereof.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.13 shall survive the Closing indefinitely and shall be binding, jointly and severally, on all successors and assigns of TriArtisan Purchaser and the Company. In the event that TriArtisan Purchaser or the Company or any of their respective successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of TriArtisan Purchaser or the Company, as the case may be, shall succeed to the obligations set forth in this Section 7.13.

SECTION 7.14 Termination of Affiliate Contracts. At or prior to the Closing, the Sellers shall terminate, or cause to be terminated, the Affiliate Contracts without any liability to the Purchasers or the Acquired Companies following the Closing.

SECTION 7.15 Portability of Indebtedness.

(a) The Purchasers shall, as soon as reasonably practicable (and in any event prior to the earlier of (x) fifteen (15) Business Days prior to the Closing Date and (y) the date that is thirty (30) days after the date requested), furnish to the TriArtisan Purchaser (in the case of the other Purchasers) and to the Agent all documentation and other information that the Agent reasonably determines is required by United States regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations including the USA PATRIOT ACT (Title III of Pub. Law 107-56 (signed into law October 26, 2001)) (as amended from time to time), and answer any questions and provide any follow-up information and documentation reasonably requested by the TriArtisan Purchaser (in the case of the other Purchasers) or the Agent in connection therewith.

(b) TriArtisan Purchaser shall, as soon as reasonably practicable, jointly with the Company, obtain (and deliver to Seller Representative and the Company a copy of) the Ratings Reaffirmation.

(c) The Company shall bear 100% of the fees, costs and all other expenses associated with the Ratings Reaffirmation.

SECTION 7.16 Amended and Restated Stockholders Agreement. At Closing, each Seller and Purchaser will deliver its respective duly executed counterpart to the Amended and Restated Stockholders Agreement; [redacted]

ARTICLE 8

Conditions to Closing

SECTION 8.01 Conditions to Each Party's Obligations. The obligation of each Party to consummate the Closing is subject to the satisfaction (or waiver by such Party) on or prior to the Closing of each of the following conditions.

(a) Required Consents. All necessary Consents and Filings listed on Annex D shall have been procured or made, as applicable.

(b) No Injunction of Prohibition. No injunction or other legal prohibition of any Governmental Entity or other Law preventing the Closing shall be in effect.

(c) Ratings Reaffirmation. Each of S&P and Moody's shall have provided a Ratings Reaffirmation in connection with the transactions contemplated by this Agreement.

SECTION 8.02 Conditions to Obligation of the Purchasers. The obligation of the Purchasers to consummate the Closing is subject to the satisfaction (or waiver by TriArtisan Purchaser) on or prior to the Closing Date of each of the following additional conditions.

(a) Covenants of the Sellers. The Sellers shall have performed and satisfied in all material respects the agreements and obligations set forth in this Agreement required to be performed and satisfied by them at or prior to the Closing.

(b) Representations and Warranties of the Sellers.

(i) The representations and warranties of the Sellers (other than the representations and warranties set forth in Section 3.01, Section 3.02, Section 3.05, and Section 3.06 (the "Seller Specified Representations")) contained in this Agreement shall be true and correct as of the Closing Date as though made on the Closing Date (without regard to any express qualifier therein as to materiality or Seller Material Adverse Effect), except to the extent such representations and warranties expressly relate to an earlier date (in which case they shall be true and correct as of such earlier date) and except for such breaches that, in the aggregate, would not reasonably be expected to have a Seller Material Adverse Effect; and

(ii) the Seller Specified Representations shall be true and correct in all material respects as of the Closing Date as though made on the Closing Date (without regard to any express qualifier therein as to materiality or Seller Material Adverse Effect), except to the extent such representations and warranties expressly relate to an earlier date (in which case they shall be true and correct as of such earlier date) and except for such breaches that, in the aggregate, are not material.

(c) Officer's Certificate of the Sellers. With respect to each Seller that is not an individual, such Seller shall have delivered to TriArtisan Purchaser a certificate, dated as of the Closing Date, executed on behalf of the Sellers by an authorized executive officer thereof, certifying that the conditions specified in Section 8.02(a) and Section 8.02(b) have been fulfilled as they pertain to representations, warranties or covenants of such Seller. With respect to each Seller that is an individual, such Seller shall have delivered to TriArtisan Purchaser a certificate, dated as of the Closing Date, executed by such Seller, certifying that the conditions specified in Section 8.02(a) and Section 8.02(b) have been fulfilled as they pertain to representations, warranties or covenants of such Seller.

(d) Covenants of the Company. The Company shall have performed and satisfied in all material respects each of its agreements and obligations set forth in this Agreement required to be performed and satisfied by it at or prior to the Closing.

(e) Representations and Warranties of the Company.

(i) The representations and warranties of the Company (other than (A) the representations and warranties set forth in Section 4.01, Section 4.02, Section 4.06 and Section 4.16 (the "Company Specified Representations") and (B) the representations and warranties set forth in Section 4.07(b)(ii)) contained in this Agreement shall be true and correct as of the Closing Date as though made on the Closing Date (without regard to any

express qualifier therein as to materiality or Company Material Adverse Effect), except to the extent such representations and warranties expressly relate to an earlier date (in which case they shall be true and correct as of such earlier date) and except for such breaches that, in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect;

(ii) the Company Specified Representations shall be true and correct in all material respects as of the Closing Date as though made on the Closing Date (without regard to any express qualifier therein as to materiality or Company Material Adverse Effect), except to the extent such representations and warranties expressly relate to an earlier date (in which case they shall be true and correct as of such earlier date) and except for such breaches that, in the aggregate, are not material; and

(iii) the representations and warranties of the Company contained in Section 4.07(b)(ii) shall be true and correct in all respects as of the Closing Date, as though made on the Closing Date.

(f) Officer's Certificate of the Company. The Company shall have delivered to TriArtisan Purchaser a certificate, dated as of the Closing Date, executed on behalf of the Company by an authorized executive officer thereof, certifying that the conditions specified in Section 8.02(d) and Section 8.02(e) have been fulfilled.

(g)

(h)

SECTION 8.03 Conditions to Obligation of the Company and the Sellers. The obligation of the Company and the Sellers to consummate the Closing is subject to the satisfaction (or waiver by the Company and the Sellers) on or prior to the Closing Date of each of the following additional conditions.

(a) Covenants of the Purchasers. Each Purchaser shall have performed and satisfied in all material respects each of its agreements and obligations set forth in this Agreement required to be performed and satisfied by it at or prior to the Closing, including the receipt by the Sellers and the other Persons set forth in Section 2.03, as applicable, of all amounts required to be paid by each Purchaser at the Closing under Section 2.03.

(b) Representations and Warranties of the Purchasers. The representations and warranties of the Purchasers contained in this Agreement shall be true and correct as of the Closing Date as though made on the Closing Date (without regard to any express qualifier therein as to materiality), except to the extent such representations and warranties expressly relate to an earlier

date (in which case as of such earlier date) and except for such breaches that, in the aggregate, would not reasonably be expected to result in a Purchaser Material Adverse Effect.

(c) Officer's Certificate of the Purchasers. Each Purchaser shall have delivered to the Seller Representative a certificate, dated as of the Closing Date, executed on behalf of such Purchaser by an authorized individual thereof, certifying that the conditions of such Purchasers specified in Section 8.03(a) and Section 8.03(b) have been fulfilled.

(d)

(e)

SECTION 8.04 Frustration of Closing Conditions. None of the Purchasers, the Company or the Sellers may rely on the failure of any condition set forth in this Article 8 to be satisfied if such failure was caused by such Party's failure to act in good faith or to use its reasonable best efforts to cause the Closing to occur, as required by Section 7.08.

ARTICLE 9

Survival, Limitation on Liability and Release

SECTION 9.01 Survival of Representations, Warranties and Covenants. The covenants, representations and warranties and other agreements in this Agreement and in any Ancillary Agreement shall terminate as of the Closing Date, except that the covenants and agreements contained herein and therein that by their terms expressly apply in whole or in part after the Closing shall survive the Closing until such covenants and agreements have been fully performed. Except as otherwise provided in this Article 9, each Purchaser hereby waives on behalf of itself and on behalf of its Affiliates and its and their respective Representatives, from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action it may have against any Seller Released Party relating to this Agreement based upon predecessor or successor liability, contribution, tort, strict liability or any Law or otherwise.

SECTION 9.02 Limitations on Liability of the Sellers. Notwithstanding anything to the contrary stated in this Agreement, in no event shall any Seller's aggregate liability arising out of or relating to this Agreement, any Ancillary Agreement or any certificate relating hereto or thereto or other document delivered pursuant hereto or thereto, whether based on contract, tort, strict liability, other Laws or otherwise, exceed the Share Purchase Price actually paid to such Seller.

SECTION 9.03 "As Is" Sale; Release.

(a) THE SELLERS' INTERESTS IN THE SHARES ARE BEING TRANSFERRED "AS IS, WHERE IS, WITH ALL FAULTS," AND THE PURCHASERS ACKNOWLEDGE THAT THEY HAVE NOT RELIED ON, AND THE SELLERS AND THE COMPANY EXPRESSLY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE ACQUIRED COMPANIES, THE SHARES OR THE PROSPECTS (FINANCIAL OR OTHERWISE), RISKS AND OTHER INCIDENTS OF THE ACQUIRED COMPANIES AND THEIR ASSETS.

(b) Except for the obligations of the Sellers and the Company under this Agreement, for and in consideration of the Shares, effective as of the Closing, the Purchasers shall and shall cause their Affiliates (including the Acquired Companies) to absolutely and unconditionally release, acquit and forever discharge the Sellers and their respective Affiliates, each of their present and former officers, directors, managers, employees and agents and each of their respective heirs, executors, administrators, successors and assigns (the "Seller Released Parties"), from any and all costs, expenses, damages, debts, or any other obligations, liabilities and claims whatsoever, whether known or unknown, both in law and in equity, in each case to the extent arising out of or resulting from the ownership and/or operation of the Acquired Companies, or the assets, business, operations, conduct, services, products or employees (including former employees) of any of the Acquired Companies (and any predecessors), whether related to any period of time before or after the Closing Date, including (i) liabilities under any Environmental Law, (ii) any claims or liabilities arising under or in connection with that certain Stock Purchase Agreement, dated as of November 9, 2018, by and among ECP Sellers, the Company and TriArtisan Seller, and (iii) any claims or liabilities arising under or in connection with that certain Purchase Agreement, dated as of January 3, 2019, by and among the ECP Sellers and TriArtisan Seller; provided, that, nothing contained herein shall be interpreted to release any Person from liability for Fraud.

(c) Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Company Disclosure Schedule or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room") or management presentations that have been or shall hereafter be provided to the Purchasers or any of their Affiliates, agents or representatives are not and will not be deemed to be representations or warranties of the Sellers or the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in this Agreement. In connection with the Purchasers' investigation of the Company, they may have received certain projections and other forecasts including projected financial statements, cash flow items and certain business plan information related to the Company. Each Purchaser acknowledges that (i) there are uncertainties inherent in attempting to make such projections and forecasts, (ii) such Purchaser is familiar with such uncertainties and is taking full responsibility for making its own evaluation of the adequacy and accuracy of all such projections and forecasts, (iii) such Purchaser has no claim under this Agreement against anyone with respect to the accuracy of such projections and forecasts and (iv) neither the Sellers nor the Company has made any representation or warranty with respect to such projections and forecasts.

(d) Except for the obligations of the Purchasers and TriArtisan Seller under this Agreement, effective as of the Closing, the Sellers shall and shall cause their respective Affiliates to absolutely and unconditionally release, acquit and forever discharge the Purchasers and their Affiliates, each of their present and former officers, directors, managers, employees and agents and each of their respective heirs, executors, administrators, successors and assigns (the "Purchaser Released Parties"), from any and all costs, expenses, damages, debts, or any other obligations, liabilities and claims whatsoever, whether known or unknown, both in law and in equity, whether related to any period of time before or after the Closing Date, in each case, solely to the extent arising out of or relating to TriArtisan Seller's ownership and/or operation of the Acquired Companies; provided, that, nothing contained herein shall be interpreted to release any Person from liability for Fraud.

SECTION 9.04 Limit on Damages. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR LOST BENEFITS, LOSS OF ENTERPRISE VALUE, DAMAGES TO REPUTATION OR LOSS TO GOODWILL, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM ANY OTHER PARTY'S (OR PARTIES') SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT NOT INVOLVING FRAUD ("NON-REIMBURSABLE DAMAGES"); PROVIDED THAT ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO A THIRD PARTY CLAIM SHALL NOT BE DEEMED NON-REIMBURSABLE DAMAGES.

SECTION 9.05 Limitation on Purchaser Liability. For the avoidance of doubt and notwithstanding anything to the contrary herein, no Purchaser shall have any liability for a breach of a representation, warranty or covenant by any other Purchaser. Furthermore, notwithstanding anything to the contrary herein, in the event the transactions contemplated hereby are not consummated, Peterson IX, Peterson VIII and Peterson VIII Parallel (the "Peterson Purchasers") will not have any liability under this Agreement (including in respect of the Termination Fee) to the Company or the other Parties, except to the extent of a breach of a representation, warranty or covenant by such Peterson Purchaser. In addition, notwithstanding anything to the contrary in this Agreement, if an ECL Party fails to meet its funding commitment to TriArtisan Purchaser and the transactions contemplated by this Agreement are otherwise consummated pursuant to Section 11.07(f), the Sellers only shall have recourse for such failure to fund against such ECL Party as and to the extent provided for in its Equity Commitment Letter, and no other Person (including TriArtisan Purchaser or any other Purchaser) shall have liability for such failure to fund.

ARTICLE 10

Termination

SECTION 10.01 Termination. This Agreement may be terminated:

(a) at any time prior to the Closing Date by mutual written agreement of TriArtisan Purchaser and the Seller Representative;

(b) by either TriArtisan Purchaser or the Seller Representative if the Closing shall not have occurred on or prior to [redacted] (the "Outside Date");

(c) by either TriArtisan Purchaser or the Seller Representative by giving written notice to the other Party if any Governmental Entity shall have issued any Law permanently restraining, enjoining or otherwise prohibiting the consummation of any of the transactions contemplated by this Agreement, and such Law shall not be subject to appeal or shall have become final and non-appealable; provided, that the right to terminate this Agreement under this Section 10.01(c) shall not be available to (A) in the case of the Seller Representative, if the failure of any Seller (other than TriArtisan Seller) or the Company to fulfill or (B) in the case of TriArtisan Purchaser, if the failure of any Purchaser to fulfill any obligation under this Agreement has been the cause of, or resulted in, such Law;

(d) by either (x) TriArtisan Purchaser by giving written notice to the Seller Representative if there has been a breach by the Company or any of the Sellers (other than TriArtisan Seller) of any representation, warranty, covenant or other agreement contained in this Agreement and such breach (i) would result in the failure to satisfy one or more of the conditions to the Closing of the Purchasers set forth in Section 8.02 and (ii) if of a character that is capable of being cured, is not cured by the breaching Party within thirty (30) days of receipt of such written notice by the Seller Representative; provided, that TriArtisan Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 10.01(d) if any Purchaser is then in breach of any of its representations, warranties, covenants or other agreements contained herein and such breach would result in the failure to satisfy one or more of the conditions to the Closing set forth in Section 8.03, or (y) the Seller Representative by giving written notice to TriArtisan Purchaser if there has been a breach by any Purchaser of any representation, warranty, covenant or other agreement contained in this Agreement and such breach (A) would result in the failure to satisfy one or more of the conditions to the Closing of the Company or any of the Sellers set forth in Section 8.03 and (B) if of a character that is capable of being cured, is not cured by such Purchaser within thirty (30) days of receipt of such written notice by such Purchaser; provided, that the Seller Representative shall not be permitted to terminate this Agreement pursuant to this Section 10.01(d) if any of the Sellers (other than TriArtisan Seller) or the Company is then in breach of any of its representations, warranties, covenants or other agreements contained herein and such breach would result in the failure to satisfy one or more of the conditions to the Closing set forth in Section 8.02; or

(e) by the Seller Representative, by giving written notice to TriArtisan Purchaser, if (i) the conditions set forth in Section 8.02 are satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing but which are capable of being satisfied at the Closing if the Closing were to occur), (ii) the Seller Representative delivers to TriArtisan Purchaser an irrevocable written notice on or after the date that the Closing is required to occur pursuant to Section 2.03 that all conditions set forth in Section 8.02 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing but which are capable of being satisfied at the Closing if the Closing were to occur) and each Seller and the Company is ready, willing and able to proceed with Closing in accordance with Section 2.03, and (iii) within fifteen (15) Business Days after the delivery of such notice to TriArtisan Purchaser (or, if sooner, the Outside Date), a Purchaser fails to deliver the payments

required to be made by such Purchaser in accordance with Section 2.02(c) to consummate the Closing.

(f) Notwithstanding anything to the contrary contained in this Agreement, TriArtisan Purchaser shall not have the right to terminate this Agreement (i) if the underlying termination event as set forth in this Section 9.01 is the result of any action or omission of TriArtisan Seller that causes the Company to be in breach of any of its representations, warranties, covenants or other agreements contained herein or (ii) if the underlying termination event as set forth in this Section 9.01 is the result of any breach of any representation, warranty, covenant or other agreement contained in this Agreement by TriArtisan Seller (including any such breach that would result in the failure to satisfy one or more of the conditions to the Closing set forth in Section 8.01 or Section 8.03).

SECTION 10.02 Effect of Termination.

(a) Subject to Section 10.01(c), if this Agreement is terminated as permitted by Section 10.01(a) through Section 10.01(e) then (1) such termination shall be without liability of any Party to the other Parties, except for liability of any Party to the other Parties for any intentional and willful breach of this Agreement occurring prior to such termination and (2) this Agreement shall become null and void and of no further force and effect, except for the following provisions, which shall survive such termination: Section 7.04 (Confidentiality; Publicity); Section 7.06 (Expenses); Section 10.01 (Termination); this Section 10.02 (Effect of Termination); and Article 11 (Miscellaneous).

(b) If this Agreement is terminated by any Party pursuant to Section 10.01, written notice thereof shall forthwith be given to the other Parties and the transactions contemplated by this Agreement shall be terminated, without further action by any Party; provided, that the Purchasers, at their option and at the written request of the Company, shall, and shall cause their Affiliates and Representatives to, to the extent practicable, either (i) return to the Sellers or (ii) destroy (and deliver a certificate to the Seller Representative confirming such destruction) all documents and other material received from the Sellers, their respective Affiliates or their respective Representatives or other advisors relating to this Agreement, the Acquired Companies and transactions contemplated by this Agreement, whether so obtained before or after the execution of this Agreement.

(c) The Guarantor shall pay to the ECP Sellers by wire transfer of immediately available funds within two (2) Business Days following the date of termination to an account designated by the Seller Representative, the aggregate amount of [redacted] (the "Termination Fee") if this Agreement is terminated:

(i) by the Seller Representative pursuant to Section 10.01(d)(y) as a result of a breach by any Purchaser of the representations and warranties set forth in Section 5.13 or the covenants set forth in Section 7.08 and, at the time of any such termination, (A) the conditions set forth in Section 8.01(a) or Section 8.01(b) have not been satisfied and (B) all of the conditions set forth in Section 8.02 have been satisfied or waived as of the date of the termination (other than those conditions that by their nature are to be satisfied

at the Closing but which are capable of being satisfied at the Closing if the Closing were to occur); or

(ii) by the Seller Representative pursuant to Section 10.01(e).

(d) Until such time as the Seller Representative or TriArtisan Purchaser, as applicable, terminates this Agreement pursuant to Section 10.01(b), Section 10.01(c), Section 10.01(d)(y) or Section 10.01(e), in each case under circumstances in which such termination would entitle the ECP Sellers to receive the Termination Fee pursuant to Section 10.02(c), and Guarantor pays the Termination Fee in accordance with Section 10.02(c), nothing in this Agreement shall limit the Seller Representative's right to seek specific performance pursuant to, and on the terms and conditions set forth in, Section 11.07; provided, that the Seller Representative and the ECP Sellers shall in no event be entitled under any circumstances to obtain both (i) a recovery of monetary damages in the form of the Termination Fee (including any amounts payable pursuant to Section 10.02(e)) or otherwise, and (ii) specific performance of the consummation of the Closing pursuant to this Agreement. Notwithstanding anything contained herein to the contrary, upon termination of this Agreement pursuant to Section 10.01(b), Section 10.01(c), Section 10.01(d)(y) or Section 10.01(e) in each case under circumstances in which such termination would entitle the ECP Sellers to receive the Termination Fee pursuant to Section 10.02(c), the ECP Sellers' right to receive the Termination Fee (including any amounts payable pursuant to Section 10.02(e)) shall be the sole and exclusive remedy of the ECP Sellers and their respective Affiliates against Guarantor, any Purchaser and each of their respective Affiliates for any Losses suffered as a result of the failure of the Closing to be consummated, and upon payment of such amounts, none of the Purchasers, its respective Affiliates, Guarantor or their respective Representatives shall have any further rights, liability, or obligations arising out of or relating to this Agreement or the transactions contemplated hereby except for any obligations of Guarantor, any Purchaser, its respective Affiliates or the Purchaser Equity Affiliates under Section 7.04(b) and such provisions of this Agreement that survive pursuant to Section 9.01. The Parties agree that (1) Losses suffered by the ECP Sellers and the Acquired Companies in the event the Seller Representative or TriArtisan Purchaser, as applicable, terminates this Agreement pursuant to Section 10.01(b), Section 10.01(c), Section 10.01(d)(y) or Section 10.01(e) in each case under circumstances in which such termination would entitle the ECP Sellers to receive the Termination Fee pursuant to Section 10.02(c), are incapable or very difficult to accurately estimate and (2) the Termination Fee (including any amounts payable pursuant to Section 10.02(e)) is a reasonable forecast of just compensation for such termination. The Parties acknowledge that the agreements contained in this Section 10.02 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the Parties would not enter into this Agreement.

(e) If the Guarantor fails to promptly pay the Termination Fee in accordance with Section 10.02(c), and, in order to obtain such payment, the Seller Representative commences an Action that results in a judgment against the Guarantor for the Termination Fee, then the Guarantor shall pay to the ECP Sellers, together with the Termination Fee, (A) interest on the Termination Fee, from the date of termination of this Agreement at a rate per annum equal to the prime rate as published in the Wall Street Journal, Eastern Edition, in effect on the date of termination of this Agreement *plus* two percent (2%) and (B) any fees, costs and expenses (including legal fees) incurred by the ECP Sellers, the Seller Representative, the Company or their respective Affiliates in connection with any such Action.

(f) In the event of the termination of this Agreement by Seller Representative pursuant to (A) Section 10.01(b), (B) Section 10.01(d)(y) as a result of a breach by any Purchaser of the representations and warranties set forth in Section 5.13 or the covenants set forth in Section 7.08 and, at the time of any such termination, (A) the conditions set forth in Section 8.01(a) or Section 8.01(b) have not been satisfied and (B) all of the conditions set forth in Section 8.02 have been satisfied or waived as of the date of the termination (other than those conditions that by their nature are to be satisfied at the Closing but which are capable of being satisfied at the Closing if the Closing were to occur), (C) Section 10.01(c) solely as a result of any Law relating to any of the Consents and Filings listed on Annex D and, at the time of any such termination, all of the conditions set forth in Section 8.02 have been satisfied or waived as of the date of the termination (other than those conditions that by their nature are to be satisfied at the Closing but which are capable of being satisfied at the Closing if the Closing were to occur) or (D) pursuant to Section 10.01(e), then TriArtisan Seller and its Affiliates shall irrevocably waive its right of first offer pursuant to Section 3 of the Amended and Restated Stockholders Agreement of Rockwell Holdco, Inc., dated as of November 26, 2018, by and among the Sellers and the other parties thereto (as amended, the "Stockholders Agreement") and the requirement to deliver any ROFO Notice (as defined in the Stockholders Agreement) to TriArtisan Seller or its Affiliates pursuant thereto with respect to any sale of Common Stock by the ECP Sellers pursuant to a definitive agreement entered into at any date following such termination.

(g) For the avoidance of doubt, no Purchaser shall have any liability for any breach of a representation, warranty or covenant by another Purchaser, including any failure to consummate the transactions contemplated by this Agreement due to any action or inaction by another Purchaser.

ARTICLE 11

Miscellaneous

SECTION 11.01 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a .pdf document (with confirmation of transmission) if sent prior to 8:00 p.m. in the place of receipt on a Business Day, and on the next Business Day if sent after 8:00 p.m. in the place of receipt on a Business Day or at any time on a date that is not a Business Day or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.01).

(a) if to TriArtisan Seller, TriArtisan Purchaser or, after the Closing, the Company, to:

with a copy to:

(b) if to the Seller Representative, any of the ECP Sellers or, prior to the Closing, the Company, to:

with a copy to:

(c) if to any other Party, to the address set forth on that Party's signature page hereto.

SECTION 11.02 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, to the extent valid or enforceable, such provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

SECTION 11.03 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be

considered one and the same agreement. Delivery of an executed signature page of this Agreement by email (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11.04 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed by TriArtisan Purchaser, the Company and the Sellers; provided, that, a Purchaser's Pro Rata Portion only may be increased with the prior written consent of such Purchaser; provided, further, that the form of Amended and Restated Stockholders Agreement attached hereto as Exhibit B may only be amended (1) [redacted] (2) in accordance with its terms as if such agreement already had been entered into and (3) as necessary to effectuate the modification of the existing holding company structure as contemplated by Section 7.08(i). Each Party may, by an instrument in writing signed on behalf of such Party, waive compliance by any other Party with any term or provision of this Agreement that such other Party was or is obligated to comply with or perform. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 11.05 Entire Agreement; No Third-Party Beneficiaries. This Agreement, the Equity Commitment Letters, the Limited Guarantee and the Ancillary Agreements constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Except as provided in Section 7.13 and in Article 9, this Agreement is for the sole benefit of the Parties and their permitted assigns and is not intended to confer upon any other Person any rights or remedies hereunder.

SECTION 11.06 Governing Law. Except as otherwise provided in this Agreement, this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

SECTION 11.07 Specific Performance.

(a) The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their respective obligations under the provisions of this Agreement in accordance with its specific terms and that any remedy at law for any breach of the provisions of this Agreement would be inadequate. Accordingly, the Parties acknowledge and agree that (i) each of the Seller Representative and TriArtisan Purchaser shall be entitled to an injunction, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the U.S. or any state having jurisdiction (this being in addition to any other remedy to which they are entitled under this Agreement), without proof of damages or inadequacy of any remedy at law and (ii) the right of specific enforcement is an integral part of

the transactions contemplated by this Agreement and without that right, the Parties would not have entered into this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Seller Representative may seek specific performance or other equitable remedies against TriArtisan Seller to enforce all of TriArtisan Seller's covenants and agreements contained in this Agreement.

(c) Notwithstanding the foregoing, the Parties agree that the right of the Seller Representative to seek specific performance or other equitable remedies to enforce TriArtisan Purchaser's obligation to cause the Equity Financing to be funded or to fund TriArtisan Purchaser's Pro Rata Portion of the Purchase Price (but not the right of the Seller Representative to specific performance or other equitable remedies for obligations other than TriArtisan Purchaser's obligation to cause the Equity Financing to be funded or to fund its Pro Rata Portion of the Purchase Price) shall be subject to the requirement that (i) all of the conditions to Closing set forth in Section 8.01 and Section 8.02 (other than those conditions that by their terms are to be satisfied by actions taken at Closing or those conditions which have not been satisfied as a result of the breach of this Agreement by the Purchasers) have been satisfied or have been waived by the Seller Representative or TriArtisan Purchaser, as applicable, (ii) the Seller Representative has indicated in writing to TriArtisan Purchaser that all of the conditions set forth in Section 8.01 and Section 8.03 (other than those conditions that by their terms are to be satisfied by actions taken at Closing or those conditions which have not been satisfied as a result of the breach of this Agreement by the Purchasers) have been satisfied or have been waived by the Seller Representative, as the case may be (or the Seller Representative has confirmed in writing that any such conditions will be waived at Closing), (iii) the Company and Sellers are prepared to consummate the Closing and (iv) a Purchaser fails to consummate the Closing when the Closing should have occurred pursuant to Section 2.03.

(d) Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The Parties acknowledge and agree that any party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section shall not be required to provide any bond or other security in connection with any such injunction.

(e) For the avoidance of doubt, while the ECP Sellers or the Seller Representative may pursue a grant of specific performance to the extent permitted by this Section 11.07, the payment of the Termination Fee (and the payment of any amounts pursuant to Section 10.02(e), if applicable) [redacted] under no circumstances shall the ECP Sellers or the Seller Representative be permitted or entitled to receive both (i) (x) a grant of specific performance to require Purchasers to consummate the Closing and/or (y) [redacted] and (ii) payment of the Termination Fee (and the payment of any amounts pursuant to Section 10.02(e), if applicable). For the avoidance of doubt, the Termination Fee shall not be payable by the Peterson Purchasers.

(f) Notwithstanding anything in this Agreement to the contrary (including Section 2.01), in the event that, at Closing, there is a breach by one or more Purchasers of their obligations to fund their applicable portion of the Purchaser Payment Amount in accordance with Section 2.02(c) and such breach would result in the underpayment of the Purchaser Payment Amount by an amount less than or equal to [REDACTED] (the amount that the Purchasers fail to fund, the "Funding Shortage"), then at the sole election of the Seller Representative, (1) (A) the Sellers shall contribute to the Company (or, in the case of a modification to the structure contemplated by Section 7.08(i), to the Partnership Buyer) an aggregate number of shares of Common Stock equal to (i) the Funding Shortage, divided by (ii) [REDACTED] and (2) the Seller Representative may pursue a grant of specific performance to the extent permitted by this Section 11.07.

(g) Notwithstanding anything to the contrary contained in this Agreement, (A) the Seller Representative and the ECP Sellers are entitled to pursue and receive simultaneously both a grant of specific performance to the extent permitted by this Section 11.07 and [REDACTED] and (B) [REDACTED]

SECTION 11.08 Consent to Jurisdiction; Waiver of Jury Trial. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery or any Federal court located in the State of Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. certified mail to such Party's respective address set forth in Section 11.01 shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the Delaware Court of Chancery or (b) any Federal court located in the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an

inconvenient forum. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.09 Assignment. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the Parties without the prior written consent of each of the other Parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section 11.09 shall be null and void, *ab initio*.

SECTION 11.10 Schedules. Any disclosure in any section of the Schedules corresponding to and qualifying a specific numbered paragraph or section hereof shall be deemed to correspond to and qualify any other numbered paragraph or section relating to such Party. Certain information set forth in the Schedules is included solely for informational purposes, is not an admission of liability with respect to the matters covered by the information, and may not be required to be disclosed pursuant to this Agreement. The specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Schedules is not intended to imply that such amounts (or higher or lower amounts) are or are not material, and no Party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Schedules in any dispute or controversy between the Parties as to whether any obligation, item, or matter not described herein or included in any Schedules is or is not material for purposes of this Agreement.

SECTION 11.11 Acknowledgement and Waiver.

(a) It is acknowledged by each of the Parties that the ECP Sellers, the Seller Representative and the Company have retained Latham & Watkins LLP ("L&W") to act as their counsel in connection with the transactions contemplated hereby and that L&W has not acted as counsel for any other Person in connection with the transactions contemplated hereby for conflict of interest or any other purposes. The Purchasers and the Company agree that any attorney-client privilege and the expectation of client confidence attaching as a result of L&W's representation of the ECP Sellers, the Seller Representative and the Company related to the preparation for, and negotiation and consummation of, the transactions contemplated by this Agreement, including all communications among L&W and the ECP Sellers, the Seller Representative, the Company or their respective Affiliates in preparation for, and negotiation and consummation of, the transactions contemplated by this Agreement, shall survive the Closing and shall remain in effect. Furthermore, effective as of the Closing, (i) all communications (and materials relating thereto) between the Acquired Companies and L&W related to the preparation for, and negotiation and consummation of, the transactions contemplated by this Agreement are hereby assigned and transferred to the Sellers, (ii) the Acquired Companies hereby release all of their respective rights and interests to and in such communications and related materials, (iii) the Acquired Companies hereby release any right to assert or waive any privilege related to the communications referenced in this Section 11.11, and (iv) the Acquired Companies acknowledge and agree that all such rights shall reside with the Sellers.

(b) The Purchasers and the Company agree that, notwithstanding any current or prior representation of the Acquired Companies by L&W, L&W shall be allowed to represent the Seller Representative, ECP Sellers, the Optionholders or any of their respective Affiliates in any matters and disputes adverse to the Purchasers or the Acquired Companies that either is existing on the date hereof or arises in the future and relates to this Agreement and the transactions contemplated hereby; and the Purchasers and the Company hereby waive any conflicts or claim of privilege that may arise in connection with such representation. Further, the Purchasers and the Company agree that, in the event that a dispute arises after Closing between the Purchasers or the Company and the Seller Representative, any ECP Seller, any Optionholder or any of their respective Affiliates, L&W may represent the Seller Representative, such ECP Seller, Optionholder or Affiliate in such dispute even though the interests of the Seller Representative, such ECP Seller, Optionholder or Affiliate may be directly adverse to the Purchasers or the Company and even though L&W may have represented an Acquired Company in a matter substantially related to such dispute.

(c) Each Purchaser acknowledges that any advice given to or communication with the Seller Representative, any ECP Seller, any Optionholder or any of their respective Affiliates (other than the Acquired Companies) shall not be subject to any joint privilege and shall be owned solely by the Seller Representative, such ECP Seller, Optionholder or Affiliate, as applicable. The Purchasers and the Company each hereby acknowledge that each of them have had the opportunity to discuss and obtain adequate information concerning the significance and material risks of, and reasonable available alternatives to, the waivers, permissions and other provisions of this Agreement, including the opportunity to consult with counsel other than L&W.

SECTION 11.12 Designation, Authority and Rights of Seller Representative; Limitations on Liability. The Parties have agreed that it is desirable to designate the Seller Representative to act on behalf of the Sellers for certain limited purposes, as specified herein. The Sellers have designated ECP II-A to act as Seller Representative, and execution of this Agreement by the Sellers shall constitute ratification and approval of such designation. The Seller Representative shall have such powers and authority as are necessary to carry out the functions assigned to it under this Agreement; provided, however, that the Seller Representative shall have no obligation to act on behalf of the Sellers, except as expressly provided herein. Without limiting the generality of the foregoing, the Seller Representative shall have full power, authority and discretion to negotiate and enter into amendments to this Agreement for and on behalf of the Sellers. The Seller Representative shall have no liability to the Company or any Seller with respect to actions taken or omitted to be taken in its capacity as the Seller Representative. The Seller Representative shall at all times be entitled to rely on any directions received from the Sellers holding a majority of the Shares. The Seller Representative shall be entitled to engage such counsel, experts and other agents and consultants as it shall deem necessary in connection with exercising its powers and performing its functions hereunder and (in the absence of bad faith on the part of the Seller Representative) shall be entitled to conclusively rely on the opinions and advice of such Persons. The Seller Representative shall be entitled to reimbursement from the Sellers for all reasonable expenses, disbursements and advances (including fees and disbursements of its counsel, experts and other agents and consultants) incurred by the Seller Representative in such capacity, and shall be entitled to indemnification from the Sellers against any loss, liability or expenses arising out of actions taken or omitted to be taken in its capacity as the Seller Representative (except for those arising out of the Seller Representative's bad faith or willful

misconduct), including the costs and expenses of investigation and defense of claims. For the avoidance of doubt, under no circumstances will any Acquired Company, the Purchasers or any Affiliate of any of the foregoing be liable for the payment or reimbursement of the expenses, disbursements or advancement of the Seller Representative. Notwithstanding anything to the contrary contained in this Section 11.12, the provisions of this Section 10.12 shall in no way impose any obligations on any Acquired Company, the Purchasers or any Affiliates of any of the foregoing. In particular, notwithstanding any notice received by the Purchasers to the contrary, the Purchasers, any Acquired Company and any Affiliates of any of the foregoing (i) shall be entitled to rely upon, and shall have no liability to the Sellers with respect to, actions, decisions and determinations of the Seller Representative authorized by the Sellers and (ii) shall be entitled to assume that all actions, decisions and determinations of the Seller Representative are fully authorized by the Sellers.

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

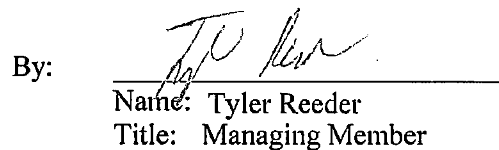
SELLERS

ENERGY CAPITAL PARTNERS II, LP

By: Energy Capital Partners GP II, LP, its General Partner

By: Energy Capital Partners II, LLC, its General Partner

By: ECP ControlCo, LLC, its sole Managing Member

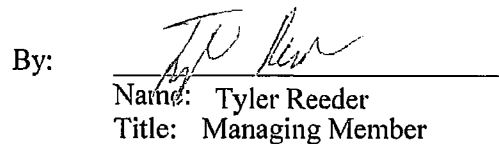
By: 
Name: Tyler Reeder
Title: Managing Member

ENERGY CAPITAL PARTNERS II-A, LP

By: Energy Capital Partners GP II, LP, its General Partner

By: Energy Capital Partners II, LLC, its General Partner

By: ECP ControlCo, LLC, its sole Managing Member

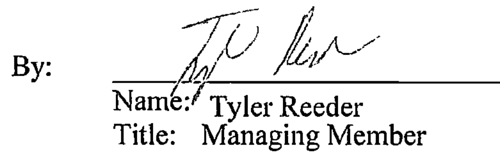
By: 
Name: Tyler Reeder
Title: Managing Member

ENERGY CAPITAL PARTNERS II-B, LP

By: Energy Capital Partners GP II, LP, its General Partner

By: Energy Capital Partners II, LLC, its General Partner

By: ECP ControlCo, LLC, its sole Managing Member

By: 

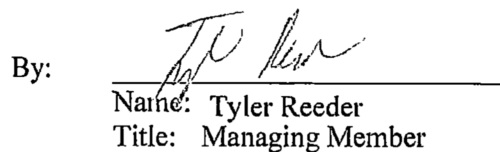
Name: Tyler Reeder
Title: Managing Member

ENERGY CAPITAL PARTNERS II-C (DIRECT IP), LP

By: Energy Capital Partners GP II, LP, its General Partner

By: Energy Capital Partners II, LLC, its General Partner

By: ECP ControlCo, LLC, its sole Managing Member

By: 

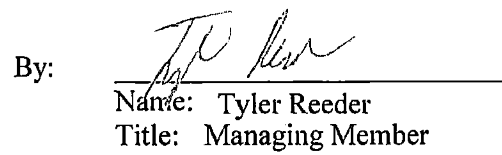
Name: Tyler Reeder
Title: Managing Member

ENERGY CAPITAL PARTNERS II-D, LP

By: Energy Capital Partners GP II, LP, its General Partner

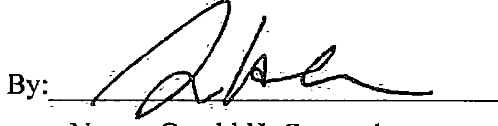
By: Energy Capital Partners II, LLC, its General Partner

By: ECP ControlCo, LLC, its sole Managing Member

By: 

Name: Tyler Reeder
Title: Managing Member

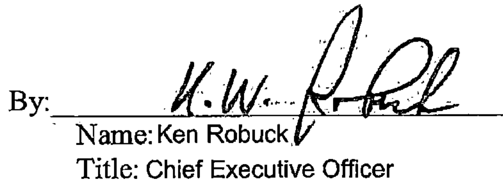
TRIARTISAN ES PARTNERS LLC

By: 

Name: Gerald H. Cromack
Title: Managing Director

THE COMPANY

ROCKWELL HOLDCO, INC.

By: 

Name: Ken Robuck

Title: Chief Executive Officer

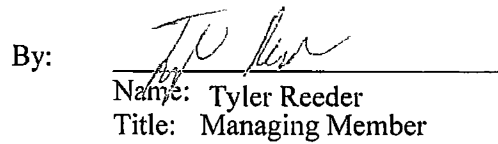
SELLER REPRESENTATIVE

ENERGY CAPITAL PARTNERS II-A, LP

By: Energy Capital Partners GP II, LP, its General Partner

By: Energy Capital Partners II, LLC, its General Partner

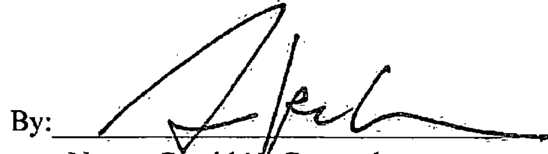
By: ECP ControlCo, LLC, its sole Managing Member

By: 
Name: Tyler Reeder
Title: Managing Member

PURCHASER

TRIARTISAN ES PARTNERS II LP

By: TriArtisan ES MM LLC, its General Partner

By: 
Name: Gerald H. Cromack
Title: Managing Director

PURCHASERS

PETERSON PARTNERS IX, LP

By: Peterson Partners IX GP, LLC

Its: General Partner

By: Peterson Partners, LLC

Its: Manager

By:____________________

Name: Eric Noble

Title: CFO & Authorized Signatory

Address:

2755 E Cottonwood Pkwy #400

Salt Lake City, UT 84121

PETERSON PARTNERS VIII, LP

By: Peterson Partners VIII GP, LLC

Its: General Partner

By: Peterson Partners, LLC

Its: Manager

By:____________________

Name: Eric Noble

Title: CFO & Authorized Signatory

Address:

2755 E Cottonwood Pkwy #400

Salt Lake City, UT 84121

PETERSON PARTNERS VIII PARALLEL, LP

By: Peterson Partners VIII GP, LLC
Its: General Partner
By: Peterson Partners, LLC
Its: Manager

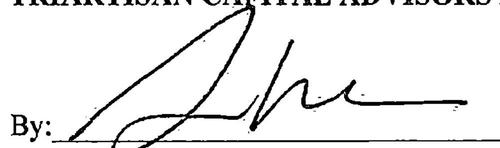
By:___________________________
Name: Eric Noble
Title: CFO & Authorized Signatory

Address:
2755 E Cottonwood Pkwy #400
Salt Lake City, UT 84121

[Signature Page to Stock Purchase Agreement]

GUARANTOR:

TRIARTISAN CAPITAL ADVISORS LLC

By: 

Name: Gerald H. Cromack
Title: Managing Director

Address:
830 Third Avenue, 4th Floor
New York, NY 10022
Attention: Gerald H. Cromack

Annex A

Shares of the Sellers

Annex C

Purchasers

Purchaser	Number of Shares	Pro Rata Portion
TriArtisan ES Partners II LP	[redacted]	[redacted]
Peterson Partners IX, LP	[redacted]	[redacted]
Peterson Partners VIII, LP	[redacted]	[redacted]
Peterson Partners VIII Parallel, LP	[redacted]	[redacted]
Total	[redacted]	[redacted]

Annex D

Required Consents

Annex E

Schedule A – Purchaser Disclosure Schedule

See attached.

Final Version

PURCHASER DISCLOSURE SCHEDULE

to the

STOCK PURCHASE AGREEMENT

by and among

Energy Capital Partners II, LP,
Energy Capital Partners II-A, LP,
Energy Capital Partners II-B, LP,
Energy Capital Partners II-C (Direct IP), LP,
Energy Capital Partners II-D, LP,
TriArtisan ES Partners LLC, and
the other Persons listed on Annex **Error! Reference source not found.** thereto
as Sellers,

Rockwell Holdco, Inc.
as the Company,

TriArtisan ES Partners II LP,
Peterson Partners IX, LP,
Peterson Partners VIII, LP, and
Peterson Partners VIII Parallel, LP,
as Purchasers,

Energy Capital Partners II-A, LP,
in its capacity as the Seller Representative,

TriArtisan Capital Advisors LLC,
as Guarantor,

and

solely for purposes Section 2.06,
Ken Robuck,
Greg Wood,
David Lockwood and
Spyder Retirement Trust

Dated as of November 16, 2021

INTRODUCTION

This Purchaser Disclosure Schedule (this "Purchaser Disclosure Schedule") is referred to in, and part of, the Stock Purchase Agreement (the "Agreement"), dated as of the date hereof, by and among Energy Capital Partners II, LP, a Delaware limited partnership ("ECP II"), Energy Capital Partners II-A, LP, a Delaware limited partnership ("ECP II-A"), Energy Capital Partners II-B, LP, a Delaware limited partnership ("ECP II-B"), Energy Capital Partners II-C (Direct IP), LP, a Delaware limited partnership ("ECP II-C"), Energy Capital Partners II-D, LP, a Delaware limited partnership ("ECP II-D" and, together with ECP II, ECP II-A, ECP II-B and ECP II-C, the "ECP Sellers"), TriArtisan ES Partners LLC, a Delaware limited liability company ("TriArtisan Seller"), Russ Workman, Brent Shimada, Christian Robinson (each of Russ Workman, Brent Shimada, Christian Robinson, a "Management Stockholder" and collectively, the "Management Stockholders" and collectively with the ECP Sellers and TriArtisan Seller, the "Sellers", and each, a "Seller"), Rockwell Holdco, Inc., a Delaware corporation (the "Company"), TriArtisan ES Partners II LP, a Delaware limited partnership ("TriArtisan Purchaser"), Peterson Partners IX, LP, a Delaware limited partnership ("Peterson IX"), Peterson Partners VIII, LP, a Delaware limited partnership ("Peterson VIII"), Peterson Partners VIII Parallel, LP, a Delaware limited partnership ("Peterson VIII Parallel" and, together with TriArtisan Purchaser, Peterson IX, Peterson VIII and Peterson VIII Parallel the "Purchasers" and each, a "Purchaser"), ECP II-A, in its capacity as the Seller Representative (the "Seller Representative"), TriArtisan Capital Advisors LLC, a Delaware limited liability company (the "Guarantor"), and solely for purposes of Section 2.06, Ken Robuck, Greg Wood, David Lockwood and Spyder Retirement Trust. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement.

The section or subsection numbers in this Purchaser Disclosure Schedule correspond to the section or subsection numbers in the Agreement. Any disclosure in this Purchaser Disclosure Schedule corresponding to and qualifying a specific numbered paragraph or section hereof shall be deemed to correspond to and qualify any other numbered paragraph or section relating to the Purchasers, as applicable, to the extent that the relevance of such cross-reference is reasonably apparent on its face, and neither this Purchaser Disclosure Schedule nor any disclosure made in this Purchaser Disclosure Schedule shall constitute or imply any representation, warranty, covenant or agreement by the Purchasers, except as expressly provided in the Agreement, and in no event shall the inclusion of any matter in this Purchaser Disclosure Schedule be deemed or interpreted to broaden the Purchasers' representations, warranties, covenants or agreements contained in the Agreement except as and to the extent expressly provided in the Agreement, subject to the limitations therein and herein. The disclosures contained in any section or subsection of this Purchaser Disclosure Schedule shall be deemed to be disclosed and incorporated by reference in any other section or subsection of Article V or Article VI of the Agreement, as applicable, or section or subsection of this Purchaser Disclosure Schedule, in each case, as though fully set forth in such section or subsection, but only to the extent that the relevance of such cross-reference is reasonably apparent on its face. Without limiting the foregoing, the disclosure of any item or other information shall not be (i) deemed to constitute an acknowledgment that such item or information is required to be disclosed under the Agreement or is material to a representation, warranty, covenant or agreement set forth in the Agreement or (ii) used as a basis for interpreting the terms "material," "materially," "materiality," "Purchaser Material Adverse Effect," or any word or phrase of similar import. Nothing in this Purchaser Disclosure Schedule constitutes an

admission or acknowledgement of any liability or obligation of the Purchasers or any of their Affiliates, in each case, to any Person that is not a party to the Agreement. Nothing in this Purchaser Disclosure Schedule relating to any possible breach, default or violation will be construed as an admission that any such breach, default or violation exists, occurred or may occur.

Subject to Section 7.04 of the Agreement, the items and other information contained in or on this Purchaser Disclosure Schedule are disclosed in confidence for the purposes contemplated in the Agreement. In disclosing the information contained herein, the Purchasers do not waive, and expressly reserve any rights under, any attorney-client or other privileges associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. Section 1.02 of the Agreement is hereby incorporated into this Purchaser Disclosure Schedule by reference *mutatis mutandis*.

The headings and subheadings used in this Purchaser Disclosure Schedule have been included for convenience of reference only and shall not affect in any way the construction or interpretation of this Purchaser Disclosure Schedule or the Agreement.

Section 5.03

Consents

1. The applicable waiting periods under the HSR Act shall have expired or been terminated.

Schedule B – Company Disclosure Schedule

See attached.

Execution Version

COMPANY DISCLOSURE SCHEDULE

to the

STOCK PURCHASE AGREEMENT

by and among

Energy Capital Partners II, LP,
Energy Capital Partners II-A, LP,
Energy Capital Partners II-B, LP,
Energy Capital Partners II-C (Direct IP), LP,
Energy Capital Partners II-D, LP,
TriArtisan ES Partners LLC, and
the other Persons listed on Annex A thereto
as Sellers,

Rockwell Holdco, Inc.
as the Company,

TriArtisan ES Partners II LP,
Peterson Partners IX, LP,
Peterson Partners VIII, LP, and
Peterson Partners VIII Parallel, LP,
as Purchasers,

Energy Capital Partners II-A, LP,
in its capacity as the Seller Representative,

TriArtisan Capital Advisors LLC,
as Guarantor,

and

solely for purposes Section 2.06,
Ken Robuck,
Greg Wood,
David Lockwood and
Spyder Retirement Trust

Dated as of November 16, 2021

INTRODUCTION

This Company Disclosure Schedule (this "Company Disclosure Schedule") is referred to in, and part of, the Stock Purchase Agreement (the "Agreement"), dated as of the date hereof, by and among Energy Capital Partners II, LP, a Delaware limited partnership ("ECP II"), Energy Capital Partners II-A, LP, a Delaware limited partnership ("ECP II-A"), Energy Capital Partners II-B, LP, a Delaware limited partnership ("ECP II-B"), Energy Capital Partners II-C (Direct IP), LP, a Delaware limited partnership ("ECP II-C"), Energy Capital Partners II-D, LP, a Delaware limited partnership ("ECP II-D" and, together with ECP II, ECP II-A, ECP II-B and ECP II-C, the "ECP Sellers"), TriArtisan ES Partners LLC, a Delaware limited liability company ("TriArtisan Seller"), Russ Workman, Brent Shimada, Christian Robinson (each of Russ Workman, Brent Shimada, Christian Robinson, a "Management Stockholder" and collectively, the "Management Stockholders" and collectively with the ECP Sellers and TriArtisan Seller, the "Sellers", and each, a "Seller"), Rockwell Holdco, Inc., a Delaware corporation (the "Company"), TriArtisan ES Partners II LP, a Delaware limited partnership ("TriArtisan Purchaser"), Peterson Partners IX, LP, a Delaware limited partnership ("Peterson IX"), Peterson Partners VIII, LP, a Delaware limited partnership ("Peterson VIII"), Peterson Partners VIII Parallel, LP, a Delaware limited partnership ("Peterson VIII Parallel" and, together with TriArtisan Purchaser, Peterson IX, Peterson VIII and Peterson VIII Parallel the "Purchasers" and each, a "Purchaser"), ECP II-A, in its capacity as the Seller Representative (the "Seller Representative"), TriArtisan Capital Advisors LLC, a Delaware limited liability company (the "Guarantor"), and solely for purposes of Section 2.06, Ken Robuck, Greg Wood, David Lockwood and Spyder Retirement Trust. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement.

The section or subsection numbers in this Company Disclosure Schedule correspond to the section or subsection numbers in the Agreement. Any disclosure in this Company Disclosure Schedule corresponding to and qualifying a specific numbered paragraph or section hereof shall be deemed to correspond to and qualify any other numbered paragraph or section relating to the Sellers or the Company, as applicable, to the extent that the relevance of such cross-reference is reasonably apparent on its face, and neither this Company Disclosure Schedule nor any disclosure made in this Company Disclosure Schedule shall constitute or imply any representation, warranty, covenant or agreement by the Sellers or the Company, except as expressly provided in the Agreement, and in no event shall the inclusion of any matter in this Company Disclosure Schedule be deemed or interpreted to broaden Sellers' or the Company's representations, warranties, covenants or agreements contained in the Agreement except as and to the extent expressly provided in the Agreement, subject to the limitations therein and herein. The disclosures contained in any section or subsection of this Company Disclosure Schedule shall be deemed to be disclosed and incorporated by reference in any other section or subsection of Article III or Article IV of the Agreement, as applicable, or section or subsection of this Company Disclosure Schedule, in each case, as though fully set forth in such section or subsection, but only to the extent that the relevance of such cross-reference is reasonably apparent on its face. Without limiting the foregoing, the disclosure of any item or other information shall not be (i) deemed to constitute an acknowledgment that such item or information is required to be disclosed under the Agreement or is material to a representation, warranty, covenant or agreement set forth in the Agreement or (ii) used as a basis for interpreting the terms "material," "materially," "materiality," "Seller Material Adverse Effect," "Company Material Adverse Effect" or any word or phrase of similar import.

Nothing in this Company Disclosure Schedule constitutes an admission or acknowledgement of any liability or obligation of the Sellers, the Company or any of their Affiliates, in each case, to any Person that is not a party to the Agreement. Nothing in this Company Disclosure Schedule relating to any possible breach, default or violation will be construed as an admission that any such breach, default or violation exists, occurred or may occur.

Subject to Section 7.04 of the Agreement, the items and other information contained in or on this Company Disclosure Schedule are disclosed in confidence for the purposes contemplated in the Agreement. In disclosing the information contained herein, neither Sellers nor the Company waives, and expressly reserve any rights under, any attorney-client or other privileges associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. Section 1.02 the Agreement is hereby incorporated into this Company Disclosure Schedule by reference *mutatis mutandis*.

The headings and subheadings used in this Company Disclosure Schedule have been included for convenience of reference only and shall not affect in any way the construction or interpretation of this Company Disclosure Schedule or the Agreement.

Section 1.01

Knowledge

1. Greg Wood
2. Kenneth W. Robuck
3. Mike Skirucha
4. Brent Shimada
5. Russ Workman (solely as to representations and warranties set forth in Section 4.08 (Litigation) of the Agreement and for no other purposes)
6. Jeff Richardson

Section 3.03

Governmental Consents; Litigation

1. Section 4.04 of this Company Disclosure Schedule is hereby incorporated by reference.

Section 3.05

Title

(b)

1. Amended and Restated Stockholders Agreement of Rockwell Holdco Inc., dated November 26, 2018, by and among Rockwell Holdco, Inc., Energy Capital Partners II, LP, Energy Capital Partners II-A, LP, Energy Capital Partners II-B, LP, Energy Capital Partners II-C (Direct IP), LP, Energy Capital Partners II-D, LP, TriArtisan ES Partners LLC, David J. Lockwood, Ken Robuck, Greg Wood, Russ Workman, Brent Shimada, Spyder Retirement Trust and each of the other individual stockholders who become parties thereto from time to time in accordance with the terms thereof, as amended by Amendment No. 1, dated January 3, 2019 (the "Stockholders Agreement").

Section 3.06

Brokers

None.

Section 4.01

Organization and Existence

(a)(iii)

1. [redacted]

(b)

Name	Jurisdiction of Organization	Form of Organization	Percent	Holder of issued and outstanding equity interests	Number of issued and outstanding equity interests
Energy*Solutions*, Inc.	Delaware	Corporation	100%	Rockwell Holdco, Inc.	100 shares of common stock
Energy*Solutions* Finance Holdings, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions*, Inc.	N/A (single member managed)
EnergySolutions Federal Support, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions* Finance Holdings, LLC	100 membership interests
Energy*Solutions*, LLC	Utah	Limited Liability Company	100%	Energy*Solutions* Finance Holdings, LLC	1,000 membership units
ResinSafe, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions*, LLC	N/A (single member managed)
Erwin ResinSolutions, LLC	Illinois	Limited Liability Company	100%	Energy*Solutions*, LLC	N/A (single member managed)
Memphis Processing, LLC	Tennessee	Limited Liability Company	100%	Energy*Solutions*, LLC	N/A (single member managed)
423 IT Holdings, LLC	Utah	Limited Liability Company	100%	Energy*Solutions*, LLC	N/A (single member managed)
LaCrosseSolutions, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions*, LLC	100 units
ZionSolutions, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions*, LLC	N/A (single member managed)

SONGS Decommissioning Solutions, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions*, LLC	N/A (single member managed)
Energy*Solutions*, Spent Fuel Division, Inc.	Delaware	Corporation	100%	Energy*Solutions*, LLC	1 share of common stock
MHF Services, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions*, LLC	N/A (single member managed)
MHF Packaging Solutions LLC	Delaware	Limited Liability Company	100%	MHF Services, LLC	N/A (single member managed)
EnergySolutions Diversified Services, Inc.	Delaware	Corporation	100%	Energy*Solutions*, LLC	100 shares of common stock
Energy*Solution* Company, Inc.	Delaware	Corporation	100%	Energy*Solutions*, LLC	100 shares of common stock
Energy*Solutions* Services, Inc.	Tennessee	Corporation	100%	Energy*Solution* Company, Inc.	1,000,000 shares of common stock
Hittman Transport Services, Inc.	Delaware	Corporation	100%	Energy*Solution* Company, Inc.	1,000 shares of common stock
GTSD Sub IV, Inc.	Delaware	Corporation	100%	Energy*Solution* Company, Inc.	100 shares of common stock
Chem-Nuclear Systems, L.L.C.	Delaware	Limited Liability Company	100%	GTSD Sub IV, Inc.	N/A (single member managed)
Energy*Solutions* Canada Corporation	Canada	Corporation	100%	Chem-Nuclear Systems, L.L.C.	35 shares of common stock

PHTS Logistics Inc.	Canada	Corporation	100%	Energy*Solutions* Canada Corporation	100 shares of Class 1 common stock
TMI-2 Solutions, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions,* LLC	100% membership interests
ES/Jingoli Decommissioning, LLC	Delaware	Limited Liability Company	70%	Energy*Solutions,* LLC	70% membership interests
TMI-1 Solutions, LLC	Delaware	Limited Liability Company	100%	Energy*Solutions,* LLC	100% membership interests
Nationwide Remediation Partners, LLC	Delaware	Limited Liability Company	34%	Energy*Solutions* Federal Support, LLC	34% membership interests
Nuclear Ship Support Services, LLC	Delaware	Limited Liability Company	45%	Energy*Solutions* Federal Support, LLC	45% membership interests
Oak Ridge Cleanup Company LLC	Delaware	Limited Liability Company	30%	Energy*Solutions* Federal Support, LLC	30% membership interests

Section 4.04

Consents

1. The expiration of the applicable waiting periods under the HSR Act.

2. The prior written consent of the NRC and prior written consent of or notice to certain Agreement States to the indirect transfer of control of the following licenses and permits held by the Acquired Companies:

Acquired Company	Location	License Description	Number	Regulator
Zion*Solutions*, LLC	Zion Nuclear Power Station, Unit 1	Facility Operating License	DPR-39	U.S. Nuclear Regulatory Commission
Zion*Solutions*, LLC	Zion Nuclear Power Station, Unit 2	Facility Operating License	DPR-48	U.S. Nuclear Regulatory Commission
Zion*Solutions*, LLC	Zion Nuclear Power Station Independent Spent Fuel Storage Installation	General ISFSI License	72-1037	U.S. Nuclear Regulatory Commission
LaCrosse Solutions, LLC	LaCrosse	Possession Only License	DPR-45	U.S. Nuclear Regulatory Commission
LaCrosse Solutions, LLC	LaCrosse Independent Spent Fuel Storage Facility	General ISFSI License	72-046	U.S. Nuclear Regulatory Commission
TMI-2 Solutions, LLC	Three Mile Island Unit 2	Possession Only License	DPR-73	U.S. Nuclear Regulatory Commission
Energy*Solutions*, LLC	Charlotte, NC	Radioactive Materials License	39-35044-01	U.S. Nuclear Regulatory Commission
Energy*Solutions*	N/A	Certification of Compliance for Radioactive Material Packages – Cask Model 3-60B	9321	U.S. Nuclear Regulatory Commission
Energy*Solutions*	Barnwell Waste Management Facility	Certificate of Compliance for Radioactive Material Packages	9204	U.S. Nuclear Regulatory Commission

Energy*Solutions*	Barnwell Waste Management Facility	Certificate of Compliance for Radioactive Material Packages	9168	U.S. Nuclear Regulatory Commission
Energy*Solutions* Spent Fuel Division, Inc.	N/A	Certificate of Compliance for Radioactive Material Packages	9320	U.S. Nuclear Regulatory Commission
Energy*Solutions* Services, Inc.	Bear Creek Facility	Generator Site Access Permit	0312002628	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Bear Creek Facility	Generator Site Access Permit	0110000021	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions,* LLC	Bear Creek Facility	Hazardous Waste Permit	TNHW-171	Tennessee Department of Environment and Conservation
Energy*Solutions* Services, Inc.	Memphis Facility	Radioactive Material License	R-79171-D27	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Dry Active and Liquid Waste Facility	Radioactive Material License	R-73008-D24	Tennessee Department of Environment & Conservation
Energy*Solutions* (Duratek)	Bear Creek Facility	Radioactive Material License	T-TN012-L21	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	Generator Site Access Permit	0711004560	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Erwin Facility	Generator Site Access Permit	0112001210	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Gallaher Road Facility	Radioactive Material License	R-73006-L24	Tennessee Department of Environment & Conservation

Energy*Solutions* Services, Inc.	Bear Creek Facility	Export license	XW010	U.S Nuclear Regulatory Commission
Energy*Solutions* Services, Inc.	Bear Creek Facility	Export license	XW018	U.S Nuclear Regulatory Commission
Energy*Solutions* Services, Inc.	Metal Melt Operations	Radioactive Material License	R-73016-G25	Tennessee Department of Environment & Conservation
Erwin ResinSolutions, LLC	Erwin, TN	Radioactive Materials License	R-86011-L27	Tennessee Department of Environment and Conservation
Heritage Railroad	Bear Creek	Radioactive Materials License	R-01117-L26	Tennessee Department of Environment & Conservation
Heritage Railroad	Bear Creek/Heritage Railroad	Radioactive Materials License	R-01118-J27	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	License to Ship Radioactive Materials	T-TN044-L21	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	License to Ship Radioactive Materials	T-TN004-L21	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	License to Ship Radioactive Materials	T-TN029-L21	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	Hazardous Waste Transfer Facility	TNR000003004	Tennessee Division of Solid Waste Management
Energy*Solutions* Services, Inc.	Bear Creek Facility	Hazardous Waste Transfer Facility	TND982157570	Tennessee Division of Solid Waste Management
Energy*Solutions* Services, Inc.	Bear Creek Facility	Hazardous Waste Transfer Facility	TND982157570	Tennessee Division of Solid Waste Management

Energy*Solutions* Services, Inc.	Bear Creek Facility	Hazardous Waste Transfer Facility	TNR000034 686	Tennessee Division of Solid Waste Management

Section 4.06

Title to Subsidiaries

Section 4.07(b)

Absence of Changes

None.

Section 4.09(a)

Compliance with Law

1. Exhibit B of this Company Disclosure Schedule is hereby incorporated by reference.
2. Section 4.08 of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.10

Permits

1. Exhibit A of this Company Disclosure Schedule is hereby incorporated by reference.
2. Exhibit B of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.11

Contracts

1. Item 9 of Section 4.08 of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.12

Real Property

(a)(i) List of Owned Real Property:

Owner/Interest Holder	Address	APN
Chem-Nuclear Systems, LLC	740 Osborn Road and 16043 Dunbarton Blvd., Barnwell, Barnwell County, South Carolina	021-00-00-001 038-01-00-002 038-00-00-014 038-04-00-025 037-00-00-013 037-00-00-017 037-02-00-003 037-00-00-009 023-00-00-005 038-01-00-001 037-00-00-006 037-00-00-010 037-04-00-001 037-02-00-001 037-00-00-008 037-05-01-021 037-05-01-016
Energy*Solutions*, LLC	Clive, Interstate 80, Exit 49, Grantsville, Tooele County, Utah	05-100-B-0001 05-100-C-0001 05-100-D-0001 04-100-L-0002 04-100-L-0001 04-100-J-0001 04-101-A-0004 04-100-T-0001 04-100-J-0006 04-100-J-0007 04-100-J-0008 04-100-J-0009 04-100-J-0010 04-100-N-0001 04-100-M-0008 04-100-M-0003
Energy*Solutions* Services, Inc.	628 Gallaher Road, Kingston, Roane County, Tennessee	060-009.01
Energy*Solutions* Services, Inc.	1611 Channel Avenue and 1790 Dock Street,	23-22-28-9200-00-100 23-22-28-9200-00-002

Owner/Interest Holder	Address	APN
	Memphis, Shelby County, Tennessee	23-22-28-9200-00-001
Energy*Solutions*, LLC	1556 Bear Creek Road, Oak Ridge, Roane County, Tennessee	040 00701 000
Energy*Solutions* Services, Inc.	1560 Bear Creek Road, Oak Ridge, Roane County, Tennessee	040 00700 000
Energy*Solutions*, LLC	Heritage Railroad Transload Facility, 18th Street, West Perimeter Road, Oak Ridge, TN 37830 Roane County, Tennessee	029-010.06
EnergySolutions, LLC	PA-441 – Three Mile Island Middletown, PA 17057	

(a)(ii) List of Leased Real Property:

Lease	Address
Commercial Lease Agreement, dated September 1, 2015, by and between Deborah Avenue Investors LLC and Energy*Solutions*, LLC, as amended by that certain Lease Addendum One, dated July 20, 2017, by and between Deborah Avenue Investors LLC and Energy*Solutions*, LLC	605 27th St., #2F, Zion, IL 60099
Office Lease Agreement, dated July 28, 2009, by and between W.E.E. II, and Penguin Logistics, LLC d/b/a MHF Services, as amended by that certain Second Lease Extension, dated January 3, 2019, by and between Hammel Funding, LLC, and Penguin Logistics, LLC d/b/a MHF Services	4500 Brooktree Rd., #200, Wexford, PA 15090
Lease Agreement, dated February 28, 2019, by and between MR Ventures, LLC and MHF Packaging Solutions LLC	320 J.D. Yarnell Parkway, Clinton, TN 37716
Second Amended and Restated Lease Agreement, dated September 5, 2014, by and among Nuclear Fuel Services, Inc., Erwin ResinSolutions, LLC (f/k/a Studsvik Processing Facility Limited Liability Company d/b/a Studsvik Processing Facility Erwin, LLC), and Energy*Solutions*, LLC	151 T.C. Runion Rd., Erwin, TN 37650

Lease	Address
Lease Agreement, dated March 1, 2013, by and between Brumit Company and Erwin ResinSolutions, LLC, as amended by that certain Amendment # 2, dated February 1, 2018	1072 North Main St., #2, Erwin, TN 37650
Lease Agreement, dated February 22, 2016, by and between Oak Ridge Corporate Center Partners I, LP and Energy*Solutions*, LLC, as amended by Amendment 1 dated July 17, 2019, by and between Oak Ridge Corporate Center Partners I, LP. And Energy*Solutions*, LLC	151 Lafayette Drive Suite 201, Oak Ridge, TN 37830
Lease Agreement for Wells Fargo Center, dated November 5, 2014, by and between Wasatch Plaza Holdings, LLC and Energy*Solutions*, LLC	299 South Main St., #1700/1800, Salt Lake City, UT 84111
Month-to-Month Rental Agreement, dated July 18, 2017, by and between Port of Benton, and Energy*Solutions*, LLC	2750 Salk Ave #101-102, 109 Richland, WA 99354
Lease, dated September 22, 2017, by and between Galtramar Holdings, Inc. and Energy*Solutions*, LLC	59 Administration Dr Vaughan, Ontario (Galtramar Holdings Inc.)
Lease, dated September 1, 2017, by and between TR 121 W. Trade LLC and Energy*Solutions*, LLC, as amended by the Second Amendment dated January 27, 2020.	121 West Trade St. Suite 2700 Charlotte, North Carolina (TR 121 W Trades LLC)
Industrial Building Lease, dated October 4, 2011, by and between Manulife Ontario Property Portfolio, Inc. and Monserco Limited, as amended by the Lease Amending Agreement dated January 10, 2020.	180 Walker Dr Brampton, Ontario L6T 4V8 (Manulife Ontario Property Portfolio, Inc.)
Lease, dated July 5, 2016, by and between Southland Park LLC and Energy*Solutions*, LLC	984 Southford Road, #8, Middlebury, CT 06762 (Southford Park)
Lease, dated June 1, 1998, by and between Providence and Worcester Railroad Company and Penguin Logistics LLC (as successor in interest to MHF Logistics Solutions, Inc., as amended by (i) that certain Letter Agreement, dated May 31, 2005 and (ii) that certain Amendment to Lease Agreement, dated June 30, 2009	381 Southbridge Street, Worcester, MA
Lease, dated December 1, 2017, by and between 1716299 Ontario Ltd. and PHTS Logistics Inc., as amended by that certain Amendment to Lease Agreement, dated December 28, 2017	14265 Bruce Road 10, R.R. #1, Elwood, Ontario NOG 1 SO
Lease letter agreement, dated October 13, 2015, by and between Mill Creek Seed Co., Inc. and PHTS Logistics Inc.	457 Bruce Side Rd 30 Municipality of Kincardine Ontario, Canada

Lease	Address
Lease Agreement, dated April 6, 1976, by and between the State of South Carolina and Chem-Nuclear Systems, Inc., as amended by that certain Amendment to Lease Agreement, dated September 11, 1979, by and between the State of South Carolina and Chem-Nuclear Systems, Inc., as amended by that certain Amendment to Lease Agreement, dated September 21, 1982, by and between the State of South Carolina and Chem-Nuclear Systems, Inc. Lease, dated April 21, 1971, by and between the State of South Carolina and Chem-Nuclear Services, Inc.	A portion of 740 Osborn Road and 16043 Dunbarton Boulevard, Barnwell, Barnwell County, South Carolina
Residential Rental Contract, dated July 23, 2018, by and between Sewickley, LLC and Energy*Solutions*, LLC.	224 N Poplar Street, Apt 23 Charlotte, NC 28202

(b)

None.

Section 4.14

Environmental Matters

(a)-(b)

1. Exhibit B of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.15(c)

Taxes

None.

Section 4.16

Brokers

1. Section 3.06 of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.17

Affiliate Contracts

1. Irrevocable Standby Letter of Credit No. IS0174206U, dated as of June 13, 2014, by and between Rockwell Holdco, Inc. and Wells Fargo Bank, N.A. for the benefit of Exelon Generation Company, LLC, as amended by that certain Amendment to Irrevocable Standby Letter of Credit, by and between Rockwell Holdco, Inc. and Wells Fargo Bank, N.A. for the benefit of Exelon Generation Company, LLC, dated as of May 1, 2018.

2. The Reimbursement Agreement, dated as of August 13, 2020, by and among Energy Capital Partners II, LP, Energy Capital Partners II-A, LP, Energy Capital Partners II-B, LP, Energy Capital Partners II-C, LP, Energy Capital Partners II-D, LP, Energy Capital Partners II-A (TE-L INDIRECT), LP, Energy Capital Partners II-A (TE-L DIRECT), LP, Energy Capital Partners GP II, LP, and Rockwell Holdco, Inc.

Section 4.18

Insurance; Surety Bonds

(a)

1. Exhibit C of this Company Disclosure Schedule is hereby incorporated by reference.

    (i)

    1. [redacted]

(b)

1. Exhibit D of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.20

NRC Matters and Other Radiological Licenses

(a)(ii), (iii)

1. Exhibit B of this Company Disclosure Schedule is hereby incorporated by reference.

Section 4.21

Regulation as a Utility

None.

EXHIBIT A

Material Permits

Permit Holding Entity	Facility	Type	Number	Regulator
Energy*Solutions* Spent Fuel Division, Inc.	N/A	Certificate of Compliance for Radioactive Material Packages	9320	U.S. Nuclear Regulatory Commission
Chem-Nuclear Systems, L.L.C.	Barnwell Waste Management Facility	Radioactive Material License	097	South Carolina Department of Health and Environmental Control
Energy*Solutions*	Barnwell Waste Management Facility	Certificate of Compliance for Radioactive Material Packages	9168	U.S. Nuclear Regulatory Commission
Energy*Solutions*	Barnwell Waste Management Facility	Certificate of Compliance for Radioactive Material Packages	9204	U.S. Nuclear Regulatory Commission
Chem-Nuclear Systems, L.L.C.	Barnwell Calibration Laboratory	Radioactive Material License	287-03	South Carolina Department of Health and Environmental Control
Energy*Solutions* Services, Inc.	Memphis Facility	Radioactive Material License	R-79171-D27	Tennessee Department of Environment & Conservation
Energy*Solutions*	N/A	Certification of Compliance for Radioactive Material Packages – Cask Model 3-60B	9321	U.S. Nuclear Regulatory Commission
Energy*Solutions* Services, Inc.	Dry Active and Liquid Waste Facility	Radioactive Material License	R-73008-D24	Tennessee Department of Environment & Conservation

Permit Holding Entity	Facility	Type	Number	Regulator
Energy*Solutions* (Duratek)	Bear Creek Facility	Radioactive Material License	T-TN012-L21	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	Generator Site Access Permit	0312002628	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Barnwell Complex	Permit to deliver radioactive waste	0305002248	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Bear Creek Facility	Generator Site Access Permit	0110000021	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Barnwell Complex	Permit to deliver radioactive waste	0210001722	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Bear Creek Facility	Generator Site Access Permit	0711004560	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Erwin Facility	Generator Site Access Permit	0112001210	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions* Services, Inc.	Gallaher Road Facility	Radioactive Material License	R-73006-L24	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	Export license	XW010	U.S Nuclear Regulatory Commission
Energy*Solutions* Services, Inc.	Bear Creek Facility	Export license	XW018	U.S Nuclear Regulatory Commission

Permit Holding Entity	Facility	Type	Number	Regulator
Energy*Solutions* Services, Inc.	Metal Melt Operations	Radioactive Material License	R-73016-G25	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	License to Ship Radioactive Materials	T-TN044-L21	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	License to Ship Radioactive Materials	T-TN004-L21	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	License to Ship Radioactive Materials	T-TN029-L21	Tennessee Department of Environment & Conservation
Energy*Solutions* Services, Inc.	Bear Creek Facility	Hazardous Waste Transfer Facility	TNR000003004	Tennessee Division of Solid Waste Management
Energy*Solutions* Services, Inc.	Bear Creek Facility	Hazardous Waste Transfer Facility	TND982157570	Tennessee Division of Solid Waste Management
Energy*Solutions* Services, Inc.	Bear Creek Facility	Hazardous Waste Transfer Facility	TND982157570	Tennessee Division of Solid Waste Management
Energy*Solutions* Services, Inc.	Bear Creek Facility	Hazardous Waste Transfer Facility	TNR000034686	Tennessee Division of Solid Waste Management
Energy*Solutions,* LLC	Barnwell Processing Facility	License to Ship Radioactive Material	T-SC014-L21	Tennessee Department of Environment & Conservation
Energy*Solutions*, LLC	Barnwell Processing Facility	License to Ship Radioactive Material	T-SC015-L21	Tennessee Department of Environment & Conservation
Energy*Solutions,* LLC	Clive Disposal Facility	Radioactive Material License	UT 2300249	Utah Department of Environmental Quality, Division of Radiation Control

Permit Holding Entity	Facility	Type	Number	Regulator
Energy*Solutions*, LLC	Clive Disposal Facility	Radioactive Material License	UT 2300478	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions*, LLC	Charlotte, NC	Radioactive Materials License	39-35044-01	U.S. Nuclear Regulatory Commission
Energy*Solutions*, LLC	Commerce Park, Oak Ridge, TN	Radioactive Materials License	41-35044-01	U.S. Nuclear Regulatory Commission
Energy*Solutions*, LLC	Barnwell Nuclear Support Services Facility	Radioactive Material License	287-02	South Carolina Department of Health and Environmental Control
Energy*Solutions*, LLC	Barnwell Processing Facility	Radioactive Material License	287-04	South Carolina Department of Health and Environmental Control
Energy*Solutions*, LLC	Barnwell Logistic Facility	Radioactive Materials License	287-07	South Carolina Department of Health and Environmental Control
Energy*Solutions*, LLC	Clive Disposal Facility	Permit to operate a hazardous waste treatment, storage, and disposal facility	UTD 982598898	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions*, LLC	Clive Disposal Facility	Ground Water Quality Discharge Permit	UGW450005	Utah Department of Environmental Quality, Division of Radiation Control
Energy*Solutions*, LLC	Bear Creek Facility	Hazardous Waste Permit	TNHW-171	Tennessee Department of Environment and Conservation
Erwin ResinSolutions, LLC	Erwin, TN	Radioactive Materials License	R-86011-L27	Tennessee Department of Environment and Conservation

Permit Holding Entity	Facility	Type	Number	Regulator
Energy*Solutions* Canada Corporation	Walker Road Facility	Radioactive Materials License	WNSL-W2-335.02/2022	Canadian Nuclear Safety Commission
Zion*Solutions*, LLC	Zion Nuclear Power Station, Unit 1	Facility Operating License	DPR-39	U.S. Nuclear Regulatory Commission
Zion*Solutions*, LLC	Zion Nuclear Power Station, Unit 2	Facility Operating License	DPR-48	U.S. Nuclear Regulatory Commission
Zion*Solutions*, LLC	Zion Nuclear Power Station Independent Spent Fuel Storage Installation	General ISFSI License	72-1037	U.S. Nuclear Regulatory Commission
LaCrosse Solutions, LLC	LaCrosse	Possession Only License	DPR-45	U.S. Nuclear Regulatory Commission
LaCrosse Solutions, LLC	LaCrosse Independent Spent Fuel Storage Facility	General ISFSI License	72-046	U.S. Nuclear Regulatory Commission
TMI-2 Solutions, LLC	Three Mile Island Unit 2	Possession Only License	DPR-73	U.S. Nuclear Regulatory Commission
Energy*Solutions* Canada Corporation	Canada	Export License	EL-A1-25559.1-2021	Canadian Nuclear Safety Commission Directorate of Security and Safeguards
Energy*Solutions* Canada Corporation	Canada	Import License	IL-A1-25558.3-2020	Canadian Nuclear Safety Commission Directorate of Security and Safeguards
Energy*Solutions* Canada Corporation	Canada	Tennessee License for Delivery	T-ON001-L21	Tennessee Department of Environment & Conservation
Heritage Railroad	Bear Creek	Radioactive Materials License	R-01117-L26	Tennessee Department of Environment & Conservation

Permit Holding Entity	Facility	Type	Number	Regulator
Heritage Railroad	Bear Creek/Heritage Railroad	Radioactive Materials License	R-01118-J27	Tennessee Department of Environment & Conservation
MHF Services, LLC	MHF Services	EPA ID#	MAC300010501	Massachusetts Department of Environmental Protection
MHF Services, LLC	MHF Services	Transload Authorization	Letter Dated 10/6/97	Massachusetts Department of Environmental Protection
MHF Services, LLC	MHF Services	SCAC Code (Corp. ID)	MHFV	National Motor Freight Traffic Association (North America)
MHF Services, LLC	MHF Services	SCAC Code (IM Fleet)	MHFU	National Motor Freight Traffic Association (North America)
MHF Services, LLC	MHF Services	SCAC Code (IM Fleet)	ESUU	National Motor Freight Traffic Association (North America)
MHF Services, LLC	MHF Services	SCAC Code (IM Fleet)	MHFU	Bureau of International Containers (Worldwide)
MHF Services, LLC	Transload Facility	A901 License	N/A	New Jersey Department of Law & Public Safety Division of Law Environmental Permitting and Licensing
MHF Services, LLC	MHF Services	USDOT#	1904672	United States Department of Transportation
MHF Services, LLC	MHF Services	EPA ID #	PR000505123	United States Environmental Protection Agency
MHF Services, LLC	MHF Services	Hazardous Waste Registration	060121550295D	United States Department of Transportation

Permit Holding Entity	Facility	Type	Number	Regulator
MHF Services, LLC	MHF Services	Radioactive Material License	(RML), R-01118-J27	Tennessee Department of Environmental and Conservation Division of Radiological Health
MHF Services, LLC	MHF Services	Radioactive Material License	(RML), R-01117-L26	Tennessee Department of Environmental and Conservation Division of Radiological Health
MHF Services, LLC	MHF Services	Air Permit	PCP200001	State of New Jersey
Hittman Transport Services, Inc.	Bear Creek	DOT PHMSA Haz-Mat	040819550025BD	United States Department of Transportation
Hittman Transport Services, Inc.	Bear Creek	DOT Hazmat Safety Permit	US-157942-TN-HMSP	United States Department of Transportation

EXHIBIT B

Notices of Violations

Exhibit A

Defined Terms

As used in the Agreement, the following terms have the following meanings:

"Acquired Companies" means the Company and its Subsidiaries.

"Action" means any demand, claim, action, suit, proceeding, arbitration, mediation, audit, or other investigation by or before any Governmental Entity.

"Affiliate," with respect to any Person, means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Affiliate Contract" means any Contract between any Related Person, on the one hand, and any Acquired Company, on the other hand. For the avoidance of doubt, any Contract between any Seller or any of its Affiliates (including any Acquired Company), on the one hand, and any Company Joint Venture, on the other hand, shall not be deemed an "Affiliate Contract."

"Agreement" means this Stock Purchase Agreement, including all Exhibits, Annexes and Schedules hereto (including the Company Disclosure Schedule and the Purchaser Disclosure Schedule).

"Agreement State" means a State that has entered into an agreement with the NRC pursuant to Section 274 of the Atomic Energy Act that gives the State authority to license and inspect Byproduct Material, Source Material or Special Nuclear Material used or possessed within their borders pursuant to a program for the control of radiation hazards to protect the public health and safety with respect to the materials covered by the agreement that is compatible with NRC's program for regulating such materials.

"Amended and Restated Stockholders Agreement" means that certain Second Amended and Restated Stockholders Agreement of the Company, in the form substantially attached hereto as Exhibit B hereto, [redacted]

provided that in the case of a modification to the structure contemplated by Section 7.08(i), the Amended and Restated Stockholders Agreement shall be revised as necessary to reflect the entry into a limited partnership agreement rather than a stockholders agreement.

"Ancillary Agreements" means any agreements executed and delivered pursuant to the terms of this Agreement.

"Antitrust Laws" means the HSR Act and any other applicable U.S. or foreign competition, antitrust, merger control or foreign direct investment Laws.

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

"Benefit Plan" means each "employee benefit plan" as defined in Section 3(3) of ERISA (whether or not subject to ERISA), and any other plan, policy, program or agreement providing compensation or other benefits to any Company Employee, in each case, whether written or unwritten, that is maintained, sponsored or contributed to (or required to be contributed to) by any Acquired Company.

"Business" means the decommissioning and decontamination of nuclear facilities, and the management of radioactive waste, including logistics, processing and disposal, also including the conduct of other activities by such Acquired Companies related or incidental to the foregoing all as currently conducted by the Acquired Companies.

"Business Day" means any day other than a Saturday or Sunday or any day banks in the State of New York or the principal place of business of the Company are authorized or required to be closed.

"Business Property" means the real property and improvements that any Acquired Company owns, leases, manages or operates in any manner as of the date hereof.

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

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act, as amended, and the rules and regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act 42 (U.S.C. §§9601 et seq.).

"Code" means the U.S. Internal Revenue Code of 1986.

"Company Disclosure Schedule" means the disclosure schedule attached hereto as Schedule B.

"Company Employee" means any current or former director, officer, employee or independent contractor of any Acquired Company.

"Company Joint Ventures" means, collectively, Weskem, LLC, a Delaware limited liability company and ES Jingoli Decommissioning LLC, a Delaware limited liability company.

"Company Material Adverse Effect" means any change, event, effect, occurrence, state of facts or development (each, an "Effect") that, individually or in the aggregate, is materially adverse to the Business, financial condition, assets, liabilities or results of operations of the Acquired Companies, taken as a whole, except for any such change, event or effect resulting from or arising out of (a) any changes generally affecting the industries in which the Acquired Companies operate, whether international, national, regional, state, provincial or local, (b) changes in general regulatory or political conditions, including any acts of war or terrorist activities, (c) changes in the markets for or costs of commodities or supplies, including fuel, generally, (d) effects of weather, meteorological events or other natural disasters or natural occurrences beyond the control of the Acquired Companies, (e) any change of Law or regulatory policy, (f) changes or adverse conditions in the financial, banking or securities markets, including those relating to debt financing and, in each case, including any disruption thereof and any decline in the price of any security or any market index, (g) the announcement, execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, (h) any change in accounting requirements or principles, (i) any labor strike, request for representation, organizing campaign, work stoppage, slowdown or other labor dispute, (j) any epidemic, pandemic or disease outbreak (including COVID-19), or any applicable Law (including any Outbreak Measures), directive, guidelines or recommendations issued by a Governmental Entity, the Centers for Disease Control and Prevention, the World Health Organization or industry group providing for business closures, "sheltering-in-place," curfews or other restrictions that relate to, or arise out of, an epidemic, pandemic or disease outbreak (including COVID-19) or any change in such applicable Law, directive, guidelines, recommendations or interpretation thereof following the date of this Agreement, (k) the mere fact that the Acquired Companies have failed to meet any projections, forecasts, revenue or earnings predictions or expectations for any period ending (or for which revenues or earnings are released) on or after the date hereof (although for purposes of clarity, any underlying events, changes, occurrences, circumstances, developments or effects relating to or causing such failure may be considered, along with the effects or consequences thereof) and (l) any actions expressly required to be taken in accordance with this Agreement or the other agreements contemplated hereby or consented to by Purchaser; except, in the case of clauses (a), (b), (c), (d), (e), (i) or (j) above, to the extent that any such change, event or effect has a disproportionate effect on the Business, financial condition, assets, liabilities or results of operations of the Acquired Companies, relative to other businesses in the industry in which the Acquired Companies operate.

"Continuing Employee" means each Company Employee who is employed by an Acquired Company as of the Closing.

"Contract" means any written or oral contract, lease, license, commitment, undertaking or other agreement that is legally binding.

"Control" means possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"COVID-19" means SARS-CoV-2 or COVID-19 and any evolutions thereof or related or associated epidemics, pandemic or disease outbreaks.

"Credit Agreement" means the Credit and Guaranty Agreement, dated as of May 11, 2018, by and among the Company, EnergySolutions Finance Holdings, LLC, as holdings, EnergySolutions, LLC, as borrower, the lenders and issuing banks from time to time party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent (the "Agent"), as amended, amended and restated, supplemented or otherwise modified prior to the Closing Date.

"CSA" means the Cognizant Security Agency responsible for security administration regarding classified activities and contracts under their purview and includes the Department of Defense, (as delegated to the Defense Counterintelligence and Security Agency (formerly known as the Defense Security Service)), the Department of Energy, the Nuclear Regulatory Commission, and the Director of National Intelligence (as may be delegated to one or more Cognizant Security Offices)).

"Data Protection Laws" means all applicable Laws pertaining to data protection, data privacy, data security, data breach notification, data localization and cross-border data transfer.

"Energy Reorganization Act" means the Energy Reorganization Act of 1974, as amended.

"Environmental Claim" means any claim, demand, litigation or legal, administrative or arbitral proceeding arising under or pursuant to applicable Environmental Laws.

"Environmental Law" means any applicable U.S. or foreign federal, state, provincial or local law, statute, ordinance, regulation, or valid and legally-binding order of any Governmental Entity relating to (a) the protection, preservation or restoration of the environment (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (b) the exposure to, or the release or disposal of any Hazardous Substances. For purposes of this definition, "Environmental Law" shall include the CERCLA and any other law of similar effect.

"Environmental Permits" means any permits, certificates, licenses, franchises, writs, variances, exemptions, orders and other authorizations of any Governmental Entities issued under any applicable Environmental Law.

"Equity Financing" means the equity financing to be provided to TriArtisan Purchaser pursuant to the Equity Commitment Letters.

"Equity Interests" means (a) any capital stock, partnership or membership interest, equity interest, voting interest, unit of participation or other similar interest (however designated) in any Person and (b) any option, warrant, convertible security, exchangeable security, subscription right, purchase right, conversion right, exchange right or other Contract which would entitle any other Person to acquire any such interest in any such Person referred to in clause (a) or otherwise entitle any other Person to share in the equity, profits, earnings, losses or gains of any such Person referred to in clause (a) (including stock appreciation, phantom stock, profit participation or other similar rights).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ES Management Holder" means ES Management Holder LLC, a Delaware limited liability company.

"Fraud" means, with respect to any Party, the making of a materially inaccurate representation or warranty in this Agreement by such Party with a specific intent to deceive another Party and in a manner that constitutes common law fraud pursuant to the laws of the State of Delaware in the United States; provided that at the time such representation or warranty was made (i) such representation or warranty was inaccurate, (ii) such Party had actual knowledge (and not imputed or constructive knowledge), without any duty of inquiry or investigation, that on the date hereof that such representation or warranty (as qualified by the Company Disclosure Schedule or the Purchaser Disclosure Schedule, as applicable) was materially inaccurate, and (iii) such Party had the specific intent to induce such other Party's reliance on such materially inaccurate representation or warranty and such other Party suffered damages as a result of such material inaccuracy. For the avoidance of doubt, the term "Fraud" does not include any claim for equitable fraud, promissory fraud, unfair dealings fraud, or any torts (including a claim for fraud) based on negligence.

"GAAP" means U.S. generally accepted accounting principles.

"Government Bid" means any bid, proposal, quote or other offer submitted by any Person that could result in a Government Contract.

"Government Contract" means any Contract (other than Permits and Real Property Leases), including any teaming agreement or arrangement, joint venture, basic ordering agreement, pricing agreement, letter agreement or other similar arrangement of any kind, with aggregate accounts payable thereunder in excess of [redacted] for the 2021 calendar year and between any Person, on the one hand, and (a) the United States government, (b) any prime contractor to the United States government in its capacity as a prime contractor or (c) any subcontractor with respect to any Contract described in clause (a) or clause (b), on the other hand. For purposes of this definition, a task, purchase or delivery order under a Government Contract shall not constitute a separate Government Contract but instead shall be part of the Government Contract to which it relates.

"Governmental Entity" means any U.S. or foreign federal, state, provincial or local governmental authority, court, government or self-regulatory organization, commission, tribunal, arbitrator, mediator or organization or any regulatory, administrative or other agency, or any

political or other subdivision, department or branch of any of the foregoing, including any governmental, quasi-governmental or non-governmental body administering, regulating, or having general oversight over gas, electricity, power or other energy-related markets.

"Hazardous Substance" means any substance or material listed, defined, classified or regulated as a pollutant, contaminant, hazardous substance, toxic substance, or hazardous waste under any applicable Environmental Law, including, petroleum, petroleum products, pesticides, polychlorinated biphenyls, and friable asbestos and asbestos-containing materials.

"High Level Waste" means (i) the highly radioactive material resulting from the reprocessing of Spent Nuclear Fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in sufficient concentrations; and (ii) other highly radioactive material that the NRC, consistent with existing Law, determines by rule requires permanent isolation, including any "greater than Class C waste" that does not meet the requirements set forth in 10 C.F.R. § 61.55 for near-surface disposal.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Indebtedness" means, with respect to the Acquired Companies, an amount equal to (x) the aggregate amount (including the current portions thereof) of all of the following (excluding the Support Obligations), without duplication of: (a) indebtedness of the Acquired Companies for money borrowed, (b) purchase money obligations of the Acquired Companies, (c) capitalized lease obligations of the Acquired Companies, (d) obligations of the Acquired Companies to pay deferred purchase price of assets, services or securities, (e) reimbursement obligations of the Acquired Companies for letters of credit or similar instruments that have been drawn, (f) all payment obligations under any interest rate swap agreements or interest rate, derivatives or commodity hedge agreements to which an Acquired Company is party, (g) indebtedness of the types described in clauses (a)-(f) of this definition guaranteed, directly or indirectly, in any manner by any Acquired Company or for which any Acquired Company may be liable, but excluding endorsements of checks and other instruments in the Ordinary Course of Business and (h) accrued and unpaid interest, premiums, late charges, penalties and collection fees relating to any of the foregoing (to the extent due and owing with respect to the transactions contemplated by this Agreement).

"Intellectual Property" means all domestic, foreign and multinational intellectual property and proprietary rights, including but not limited to all (a) trademarks, service marks, trade dress, logos, slogans, brand names, trade names, social media identifiers, internet domain names, corporate names, and other source indicators, and all registrations and applications in connection therewith, (b) patents and patent applications, (c) intellectual property rights in software (including source code, executable code, data and databases), (d) copyrights and copyrightable works, in both published works and unpublished works, and (e) trade secrets, and other intellectual property rights in proprietary information, know-how, methods, processes and inventions.

"IRS" means the U.S. Internal Revenue Service.

"Knowledge" means, (a) in the case of the Company, the actual knowledge of the individuals listed in Section 1.01 of the Company Disclosure Schedule, (b) in the case of Purchaser,

the actual knowledge of the Representatives of such Purchaser, (c) in the case of ECP II, ECP II-A, ECP II-B, ECP II-C and ECP II-D, the actual knowledge of Tyler Reeder, Drew Brown and Tyler Kopp, (d) in the case of TriArtisan Seller, the actual knowledge of Gerald H. Cromack, (e) in the case of Spyder Retirement Trust, the actual knowledge of David Lockwood and (f) in the case of any Seller that is an individual, the actual knowledge of such individual.

"La Crosse Boiling Water Reactor Site" means the La Crosse Boiling Water Reactor, located in Genoa, Wisconsin, its associated assets and the entire site subject to the NRC Licenses, including NRC Operating License No. DPR 45. Any reference to the La Crosse Boiling Water Reactor Site shall include, by definition, the surface and subsurface elements, including the soils and groundwater present at the La Crosse Boiling Water Reactor Site and reference to items "at the La Crosse Boiling Water Reactor Site" shall include all items "at, in, on, upon, over, across, under and within" the La Crosse Boiling Water Reactor Site.

"Law" means, with respect to any Person, any domestic or foreign, federal, state, provincial or local statute, treaty, convention, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Governmental Entity directly applicable to such Person or any of its respective properties or assets.

"Lien" means any mortgage, pledge, assessment, security interest, lien, adverse claim, levy, encroachment, or other similar encumbrance or restriction.

"Limited Guarantee" means that certain Limited Guarantee, dated as of the date hereof, by and between Cowen Investment Management, LLC in favor of TriArtisan Capital Advisors LLC.

"Losses" means all liabilities, losses, damages, fines, penalties, judgments, settlements, awards, charges, Taxes, fees, interest, out-of-pocket costs and expenses (including reasonable fees and expenses of counsel, court or arbitration fees, and other out-of-pocket costs and expenses of investigation or defense).

"Low Level Waste" means radioactive material that is not High Level Waste and is not Spent Nuclear Fuel that the NRC, consistent with existing Law, classifies as low-level radioactive waste.

"Material Contracts" means (a) any outstanding futures, swap, collar, put, call, floor, cap, option or other similar Contracts that are intended to benefit or reduce or eliminate the risk of fluctuations in interest rate or the price of commodities, including electric power (in any form, including energy, capacity or ancillary services), gas or securities; (b) other than service agreements entered into in the Ordinary Course of Business, any Contract that required aggregate payments by or to any Acquired Company of more than [redacted] for the 2020 calendar year; (c) any Contract relating to any disposition or acquisition of a business in the past three (3) years or any such Contract pursuant to which any Acquired Company is subject to ongoing obligations or any future disposition or acquisition of a business, or of any assets relating to the Business, other than dispositions or acquisitions of assets having value of less than [redacted] per transaction, sales of inventory in the Ordinary Course of Business, or sales, transfers or disposals of obsolete fixtures, equipment or tangible personal property; (d) any lease or sublease for the use or occupancy of Real Property that involved the receipt by any Acquired Company of an amount in

excess of [REDACTED] for the 2020 calendar year, or any Contract to purchase or dispose of (including any option or put agreement) any Real Property in excess of [REDACTED]; (e) any partnership or joint venture Contract with any third party; (f) any license, assignment, covenant not to sue or other Contract by which the Acquired Companies grant or receive rights in or to any material Intellectual Property, except for any licenses for "off-the-shelf" software used pursuant to shrink-wrap or click-through license agreements, or any other licenses for uncustomized software that is commercially available to the public generally with one-time or annual license, maintenance, support and other fees of [REDACTED] or less; (g) any material mortgage, pledge, security agreement or other similar Contract with respect to any material tangible or intangible personal property of the Acquired Companies; (h) any Contract (or group of related Contracts) under which any Acquired Company is a lessor or lessee of, or holds or uses, any equipment, machinery, vehicle or other tangible personal property owned by a third party, that require aggregate future payments by or to any Acquired Company of more than [REDACTED]; (i) any outstanding loan agreements, guarantee agreements, bonds, letters of credit, escrows, other credit support, mortgages or promissory notes relating to Indebtedness (other than any Indebtedness solely between Acquired Companies) or any of the assets or properties of the Acquired Companies in excess of [REDACTED]; (j) any Contract pursuant to which any Acquired Company is subject to any material earnout obligation related to an acquisition or disposition of a business or which contains any covenant which materially restricts any of the Acquired Companies from competing, soliciting employees or customers or engaging in any activity or business that is material to the Acquired Companies, taken as a whole; and (k) any Contract, other than Permits, with any Governmental Entity, that required payment or receipt by any Acquired Company of an amount in excess of [REDACTED] for the 2020 calendar year.

"Moody's" means Moody's Investors Service, Inc.

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

"NRC Consents" means those prior written consents of the NRC to the indirect transfer of control of the NRC Licenses and Radiological Licenses and of any Agreement States having jurisdiction to approve an indirect transfer of control of one or more Radiological Licenses as specified in Section 4.04 of the Company Disclosure Schedule.

"NRC Licenses" means all Permits necessary for the work at the Zion Station Site, the Three Mile Island Unit 2 Reactor Site, the La Crosse Boiling Water Reactor Site, and any other NRC licenses for nuclear facilities held by the Acquired Companies pursuant to the requirements of all Nuclear Laws.

"Nuclear Fuel" means any Source Material, Special Nuclear Material or Byproduct Material, including any ores, mined or unmined, uranium concentrates, natural or enriched uranium hexafluoride, or any material in process containing uranium, and any fuel assemblies or parts thereof, any of which are required for the generation of electricity at a nuclear power electric generating station when it was an operating nuclear power generating station. For the avoidance of doubt, Low Level Waste, High Level Waste and Spent Nuclear Fuel shall not be included in the definition of "Nuclear Fuel".

"Nuclear Laws" means all Laws, implementing regulations, and amendments, other than Environmental Laws, governing: the regulation of nuclear power plants, Source Material, Byproduct Material and Special Nuclear Materials; the regulation of Low Level Waste and Spent Nuclear Fuel; the management, handling of, transportation and storage of Nuclear Materials, wastes, and fuels; the regulation of Safeguards Information; the regulation of Nuclear Fuel; the enrichment of uranium; the disposal of spent Nuclear Materials, wastes, and fuels; contracts for payments to the Nuclear Waste Fund; and the Antitrust Laws and the Federal Trade Commission Act, as applicable to specified activities or proposed activities of certain licensees of commercial nuclear reactors. Nuclear Laws include, but are not limited to, the Atomic Energy Act; the Price-Anderson Act; the Energy Reorganization Act; Convention on the Physical Protection of Nuclear Material Implementation Act of 1982 (Public Law 97-351; 96 Stat. 1663); Nuclear Waste Policy Act (Public Law 97-425; 96 Stat. 2201; 42 U.S.C. Section 10101 et seq.); Energy Policy Act of 2005 (Public Law 109-58; 119 Stat. 594); Radiation Exposure Compensation Act (Public Law 101-426); Nuclear Nonproliferation Act of 1978 (Public Law 95-242; 92 Stat. 120); Uranium Mill Tailings Radiation Control Act (Public Law 95-604; 92 Stat. 3021); the Foreign Assistance Act of 1961 (22 U.S.C. Section 2151 et seq.); the Low-Level Radioactive Waste Policy Act (Public Law 96-573; 94 Stat. 3347); the Low-Level Radioactive Waste Policy Amendments Act of 1985 (42 U.S.C. Section 2021d; 102 Stat. 471); and the Energy Policy Act of 1992 (42 U.S.C. Section 13201 et seq.); and the Energy Policy Act of 2005 (16 U.S.C. Section 2601 et seq.; 42 U.S.C. Section 13201 et seq.; Public Law 109-58). The definition of "Nuclear Laws" shall not include regulation of materials or substances under "Environmental Laws".

"Nuclear Materials" means Source Material, Byproduct Material, Special Nuclear Material, Low Level Waste, and Spent Nuclear Fuel.

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

"Nuclear Waste Policy Act" means the Nuclear Waste Policy Act of 1982, as amended.

"Option Rollover Amount" means the aggregate amount of proceeds that are contemplated to be reinvested by the Optionholders in the Company, Partnership Buyer or ES Management Holder at Closing pursuant to certain equity investment agreements, by and between such Optionholders, the Company and, as applicable, ES Management Holder.

"Order" means any order, judgment, injunction, edict, decree, ruling, rule, plan, pronouncement, stipulation, determination, decision, opinion, sentence, subpoena, writ or award issued, made, entered or rendered by any court, administrative agency or other Governmental Entity.

"Ordinary Course of Business" means the ordinary and usual course of day-to-day operations of the Business as conducted through the date hereof consistent with the Acquired Companies' past practice (including, for the avoidance of doubt, recent past practice in light of COVID-19); provided, that any action taken, or omitted to be taken, that relates to, or arises out of, COVID-19 (including Outbreak Measures) shall be deemed to be in the ordinary course of

business; provided, further, that, as COVID-19's impact on the United States economy and/or local economies in which the Acquired Companies operate eases and/or Outbreak Measures lapse or are revoked or modified by Governmental Entities, the ordinary course of business shall include the Acquired Companies' reasonable actions to return to operating the business in the ordinary course as that is informed by the Acquired Companies' operation of its business in the twelve (12) month-period prior to February 1, 2020. For the avoidance of doubt, Ordinary Course of Business includes entering into Material Contracts to engage in the decommissioning and demolition of a nuclear power plant.

"Organizational Documents" means, with respect to any Person, the articles or certificate of incorporation or organization and by-laws, the limited partnership agreement, the partnership agreement or the limited liability company agreement, operating agreement or such other organizational documents of such Person.

"Outbreak Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, curfews, closure, sequester, other restrictions or any other applicable Law, directive, guidelines or recommendations by any Governmental Entity (including the Centers for Disease Control and Prevention, the World Health Organization or an industry group) that relate to, or arise out of, an epidemic, pandemic or disease outbreak (including COVID-19), including the CARES Act, or any change in such applicable Law, directive, guideline, recommendation or interpretation thereof following the date of this Agreement.

"Per Share Purchase Price" means an amount equal to (x) (A) the Share Purchase Price plus (B) the sum of the cash exercise prices that would be payable upon exercise in full of all Options held by all Optionholders immediately prior to the Closing, *divided* by (y) (A) the number of shares of Common Stock that the Purchasers are purchasing pursuant to Section 2.01 *plus* (B) the aggregate number of shares of Common Stock issuable upon the exercise in full of all Options held by all Optionholders immediately prior to the Closing.

"Permit" means any permit, license, franchise, approval, certificate, consent, ratification, permission, confirmation, endorsement, waiver, certification, registration, qualification or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Law.

"Permitted Liens" means (i) Liens under any operating leases described in Section 4.12 of the Company Disclosure Schedule for any of the assets, (ii) Liens for Taxes (including real estate Taxes) not yet delinquent or that are being contested in good faith by appropriate proceedings, provided that adequate accruals have been established therefor in accordance with GAAP, (iii) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, laborers, materialmen and other Liens imposed by Law, in each case, for amounts not yet delinquent or that are being contested in good faith by appropriate proceedings, provided that in the case of any such contest adequate accruals have been established therefor in accordance with GAAP, (iv) Liens in respect of pledges or deposits under workers' compensation Laws, (v) with respect to any Real Property, zoning ordinances and regulations which do not materially adversely affect the Sellers' use of the Real Property for its current uses, (vi) Liens and other matters disclosed by any title policies, title commitments, title searches or surveys made available to, or obtained by, Purchaser or Purchaser's counsel, (vii) Liens and other matters disclosed by the public real property records

in the jurisdiction where the Real Property is located, (viii) matters that would be disclosed by a current, correct survey of the Real Property, and (ix) other Liens or imperfections on property which do not materially impair the conduct of the business of the Acquired Companies as presently conducted.

"Person" means any individual, corporation, partnership, joint venture, trust, association, organization, Governmental Entity or other entity.

"Privacy Policies" means all policies, procedures, terms and conditions relating to personal, personally identifiable, sensitive or regulated information, privacy, or the operation or security of any IT Assets.

"Pro Rata Portion" means with respect to each Purchaser, the percentage set forth opposite such Purchaser's name on Annex C.

"Purchaser Disclosure Schedule" means the schedule attached hereto as Schedule A.

"Purchaser Material Adverse Effect" means any change, event or effect that has a material adverse effect on Purchaser's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby.

"Purchaser Required Consents" means the consents specified in Section 5.03 of the Purchaser Disclosure Schedule.

"Radiological Licenses" means all Permits issued by the NRC and Agreement States that are governed by Nuclear Laws, including, but not limited to, the NRC Licenses, certificates of compliance issued by NRC, radioactive materials licenses issued by NRC, and radioactive materials licenses issued by an Agreement State.

"Ratings Reaffirmation" means that each of S&P and Moody's shall have provided written confirmation of the then-prevailing credit ratings (or better) assigned by such entities to the Indebtedness of EnergySolutions, LLC under the Credit Agreement after giving effect to the transactions contemplated by this Agreement and as contemplated by the first proviso to the definition of Change of Control set forth in the Credit Agreement.

"Related Person" means any Seller (or Affiliate thereof, but not including the Acquired Companies), employee, officer or director of any Acquired Company, or if a natural person, any member of his or her immediate family, or any of their respective Affiliates.

"Remediation" means any action reasonably necessary to comply with and ensure compliance with applicable Environmental Laws, including removing or remediating the release of Hazardous Substances at, on, in, about, under, within or near the air, soil, surface water, groundwater or soil vapor at any Business Property.

"Representatives" means, as to any Person, the officers, directors, managers, employees, counsel, accountants, financial advisors, consultants, agents and other representatives of such Person.

"Required Consents" means, collectively, Purchaser Required Consents, the Seller Required Consents and Company Required Consents.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

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

"Schedules" means, collectively, the Company Disclosure Schedule and Purchaser Disclosure Schedule and any other schedule attached hereto.

"Seller Material Adverse Effect" means, with respect to any Seller, any change, event or effect that has a material adverse effect on such Seller's ability to perform its obligations hereunder or to consummate the transactions contemplated by this Agreement.

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

"Special Nuclear Material" means plutonium, uranium-233, uranium enriched in the isotope -235, and any other material that the NRC determines to be "Special Nuclear Material," but does not include Source Material. Special Nuclear Material also refers to any material artificially enriched by any of the above-listed materials or isotopes, but does not include Source Material.

"Spent Nuclear Fuel" means nuclear reactor fuel that has been used to the extent that it can no longer effectively sustain a chain reaction or that has been permanently removed or discharged from the nuclear reactor, including any damaged core material.

"Spent Nuclear Fuel Fees" means those fees assessed on electricity generated and sold at the Zion Station Site, the Three Mile Island Unit 2 Reactor Site, and the La Crosse Boiling Water Reactor Site nuclear power plants, or otherwise assessed for disposal of Spent Nuclear Fuel and High Level Waste, pursuant to a contract for disposal of Spent Nuclear Fuel and High Level Waste entered into by a nuclear power plant operating entity and the United States of America, represented by the Department of Energy, as provided in Section 302 of the Nuclear Waste Policy Act and 10 C.F.R. Part 961.

"Subsidiary" means, when used with reference to an entity, any other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions, or more than fifty percent (50%) of the outstanding voting securities of which, are owned directly or indirectly by such entity.

"Support Obligations" means any and all obligations or liabilities relating to the guaranties, letters of credit, surety, performance or other bonds and other credit assurances of a comparable nature made or issued by or on behalf of Sellers or their Affiliates for the benefit of the Acquired Companies as of the Closing Date, as listed or described on Schedule 7.09.

"Tax" or "Taxes" means any U.S. federal, state, local or foreign income, profits, franchise, withholding, estimated, capital gains, escheat, unclaimed property, ad valorem, personal property (tangible and intangible), employment, payroll, sales and use, social security, disability, occupation, real property, severance, excise and other taxes or other similar charges, levies or assessments in the nature of a tax imposed by a Taxing Authority, including any interest, penalty or addition thereto.

"Tax Returns" means any return, report or similar statement required to be filed with a Taxing Authority with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxing Authority" means, with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"Three Mile Island Unit 2 Reactor Site" means the Three Mile Island Nuclear Station Unit No. 2, located in Middletown, Pennsylvania, its associated assets, and the entire site subject to the NRC Licenses, including NRC License No. DPR 73. Any reference to the Three Mile Island Unit 2 Reactor Site shall include, by definition, the surface and subsurface elements, including the soils and groundwater present at the Three Mile Island Unit 2 Reactor Site and reference to items "at the Three Mile Island Unit 2 Reactor Site" shall include all items "at, in, on, upon, over, across, under, and within" the Three Mile Island Unit 2 Reactor Site.

"Transaction Expenses" means, without duplication, the reasonable and documented aggregate amount of all out-of-pocket costs and expenses incurred by the Company, any ECP Seller, TriArtisan Seller, TriArtisan Purchaser, ES Management Holder or Partnership Buyer in connection with the consummation of the transactions contemplated hereby, including in respect of the documentation, negotiation and diligence thereof, including (a) the fees and expenses of Latham & Watkins LLP, Ropes & Gray LLP and specialist counsel to TriArtisan Purchaser, (b) any "single-trigger" change of control or, transaction bonuses payable to any employee, independent contractor or director solely as a result of the consummation of the transactions contemplated hereunder, together with any employer Taxes relating thereto, and (c) the costs and expenses of KPMG International Limited incurred in connection with preparing any financial analysis reasonably required in connection with launching a sales process in respect of the outstanding equity interests in the Company.

"Transfer Taxes" means all transfer, property, sales, use, goods and services, registration, value added, documentary, stamp duty, and conveyance Taxes and other similar Taxes, duties, fees or charges (including any interest, penalty or addition thereto), but excluding any Taxes imposed on or by reference to income, profits or gains.

"U.S." means the United States of America.

"Zion Station Site" means the Zion Nuclear Power Station, Unit 1 and Unit 2, located in Zion, Illinois, its associated assets, and the entire site subject to the NRC Licenses, including NRC License Nos. DPR 39 and DPR 48. Any reference to the Zion Station Site shall include, by definition, the surface and subsurface elements, including the soils and groundwater present at the

Zion Station Site and reference to items "at the Zion Station Site" shall include all items "at, in, on, upon, over, across, under, and within" the Zion Station Site.

Additional defined terms have the meanings ascribed to them in the Sections specified below:

Defined Term	**Section**
Additional Support Obligations	Section 7.09(b)
Balance Sheet	Section 4.07(a)
Balance Sheet Date	Section 4.07(a)
Business Permits	Section 4.10
Closing	Section 2.03
Closing Date	Section 2.03
Co-Investor Equity Affiliates	Section 7.04(b)
Common Stock	Recitals
Company	Preamble
Company Required Consents	Section 4.04
Company Specified Representations	Section 8.02(e)(i)
Consent	Section 3.03
Easement Agreement	Section 4.12(e)
Easement Real Property	Section 4.12(a)
ECL Parties	Section 6.01
ECP Seller	Preamble
ECP II	Preamble
ECP II-A	Preamble
ECP II-B	Preamble
ECP II-C	Preamble
ECP II-D	Preamble
Equity Commitment Letters	Section 6.01
Filing	Section 3.03
Financial Statements	Section 4.07(a)
FIRPTA Certificate	Section 2.04(a)(i)
Guarantor	Preamble
Insurance Policies	Section 4.18(a)
Interim Period	Section 7.01
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