HITACHI

GE Hitachi Nuclear Energy

Scott P. Murray
Manager, Facility Licensing

3901 Castle Hayne Road
P.O. Box 780
Wilmington, NC 28402
USA

T (910) 819-5950
scott.murray@ge.com

November 1, 2023

M230150

Via Electronic Information Exchange

ATTN: Document Control Desk
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Rockville, MD 20852

10 CFR 50.80
10 CFR 50.90
10 CFR 70.34
10 CFR 70.36

Nuclear Test Reactor (NTR)
License No. R-33
NRC Docket No. 50-73

Vallecitos Boiling Water Reactor (VBWR)
License No. DPR-1
NRC Docket No. 50-18

ESADA Vallecitos Experimental Superheat Reactor (EVESR)
License No. DR-10
NRC Docket No. 50-183

General Electric Test Reactor (GETR)
License No. TR-1
NRC Docket No. 50-70

Vallecitos Nuclear Center
License No. SNM-960
NRC Docket No. 70-754

Subject: Additional Supplemental Information – Revised Exhibit H

Reference: 1) Application for Consent to Direct Transfers of Control of Licenses and Related Conforming License Amendments, September 1, 2023 (ML23244A246, ML23244A247)

On September 1, 2023, GE-Hitachi Nuclear Energy Americas, LLC ("GEHA") and NorthStar Vallecitos, LLC ("NorthStar Vallecitos") (together, "Applicants") submitted a request for the direct

transfers of control of GEHA's Vallecitos Nuclear Center (VNC) NRC licenses in Sunol, CA (the "Application") (Reference 1).

The Application included as Exhibit H a redacted version of the Asset Purchase and Sale Agreement governing the proposed transaction pursuant to which the Vallecitos Nuclear Center will be transferred to NorthStar Vallecitos.

On October 17, 2023, the NRC requested that applicants provide an updated version of Exhibit H suitable for public release. On behalf of Applicants, GEHA hereby provides the replacement version of the Exhibit H as Attachment 1 to this letter.

Please contact me if you have any questions regarding this information.

Sincerely,

Scott Murray, Manager
Facility Licensing

Attachment 1: Exhibit H – Asset Purchase and Sale Agreement (redacted)

Cc:

Administrator, USNRC Region IV
Director, Office of Nuclear Materials Safety and Safeguards
Director, Office of Nuclear Reactor Regulations
Executive Director for Operations
Radioactive Materials Licensing Section, Radiologic Health Branch, California Department of Public Health
SPM 23-041

EXHIBIT H

ASSET PURCHASE AND SALE AGREEMENT
(Redacted)

ASSET PURCHASE AND SALE AGREEMENT

BY AND AMONG

GENERAL ELECTRIC COMPANY,

GE-HITACHI NUCLEAR ENERGY AMERICAS LLC

AND

NORTHSTAR D&D, LLC

DATED AS OF May 8, 2023

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EXHIBITS

SCHEDULES

<u>Sellers' Disclosure Schedules</u>

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT is made and entered into this 8th day of May, 2023 (the "Contract Date"), by and among GENERAL ELECTRIC COMPANY, a New York company ("GE"), GE-HITACHI NUCLEAR ENERGY AMERICAS LLC, a Delaware limited liability company ("GEH") (GE and GEH each a "Seller," and collectively, "Sellers"), and NorthStar D&D, LLC, a Delaware limited liability company ("Buyer"). Sellers and Buyer are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, GEH is the owner of one hundred percent (100%) of the Vallecitos Nuclear Center, consisting of the individual Vallecitos Licensed Facilities, located in Sunol, CA, and certain other Assets associated therewith and ancillary thereto;

WHEREAS, GEH is the holder of the NRC Licenses and the California License for the Vallecitos Licensed Facilities;

WHEREAS, GE is the owner of one hundred percent (100%) of the fee title interest to the Fee Real Property on which the Vallecitos Licensed Facilities are located; and

WHEREAS, Buyer desires to purchase and assume, and Sellers desire to sell and assign, the Assets (as defined below) and certain associated liabilities, including the obligation for the Decommissioning (as defined below) of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms have the meanings specified in this Section 1.1.

"Acceptable Institution" means a commercial bank or trust company incorporated under the laws of the United States or any state thereof, with an office or branch in New York, New York, with an aggregate capital surplus in excess of $25,000,000,000, and with senior unsecured debt rated at least "A-" by S&P Global Ratings or its successor, and "A3" by Moody's Investors Service, Inc., or such other financial institution that is reasonably acceptable to the Sellers. Sellers and Buyer acknowledge and agree that as of the Contract Date, each of The Bank of New York Mellon Corporation, Wilmington Trust Company, and JPMorgan Chase Bank, N.A. are Acceptable Institutions.

"Affiliate" means those Persons that, directly or indirectly, through one or more intermediaries, now or hereafter, own or control, are owned or controlled by, or are under common ownership or control with a Party, where "control" (including the terms "controlled by" and "under

common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock or other securities, as trustee or executor, by contract or credit arrangement or otherwise; provided that, for purposes of this Agreement and the Ancillary Agreements, Hitachi Ltd. and Hitachi GE Nuclear Energy Japan Co. Ltd. shall not be considered Affiliates of either Seller.

"Agreement" means this Asset Purchase and Sale Agreement together with the Schedules and Exhibits attached hereto, each of which is incorporated herein in its entirety by this reference, as the same may be amended in accordance with the terms hereof from time to time.

"Ancillary Agreements" means the Decommissioning Completion Agreement, the Parent Guaranty, the NDF Trust Agreement, the Investment Management Agreement, the Assignment and Assumption Agreement, the Bill of Sale, the Deed, the Financial Support Agreement, the Disposal Guarantee, the Performance Deed of Trust, the Right of First Negotiation Agreement, and any other agreement between or among Sellers or an Affiliate of Sellers on the one hand, and Buyer or an Affiliate of Buyer, on the other hand, contemplated by this Agreement or the Decommissioning Completion Agreement.

"ANI" means American Nuclear Insurers, or any successors thereto.

"Asset-Level Taxes" means those Taxes imposed by any Governmental Authority with respect to the ownership, operation, maintenance, sale, possession, lease, or use of the Assets (including any assets in the NDF) or the ownership or operation of the Vallecitos Nuclear Center and Vallecitos Licensed Facilities.

"Assets" has the meaning set forth in Section 2.1.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement between GEH and Buyer in the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1.9.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

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

"Available Insurance Policies" has the meaning set forth in Section 6.18.3.

"Base Value" means an amount equal to [[redacted]

"Benefit Plan" means an "employee benefit plan" as defined in Section 3(3) of ERISA, and, whether or not subject to ERISA, each written bonus, employment, deferred compensation, incentive compensation, stock purchase, restricted stock, stock option, or other equity-based compensation, severance, retention or termination pay, fringe benefit, education reimbursement, vacation or holiday pay, welfare, cafeteria, flexible spending, hospitalization or other medical,

dental, vision life, disability, accident or other insurance, supplemental unemployment benefits, savings, profit-sharing, pension, or retirement plan, program, agreement or arrangement, and each other material employee benefit plan, program, policy, agreement or arrangement, in each case that is sponsored, maintained or contributed to, or required to be contributed to, by a Seller or any entity that, prior to the Closing Date, is an ERISA Affiliate of a Seller.

"Bill of Sale" means the Bill of Sale, in the form attached hereto as Exhibit B.

"Business Day" means any day other than Saturday, Sunday, and any day on which banking institutions in the State of New York or the State of California are authorized by Law or other governmental action to close.

"Buyer" has the meaning set forth in the preamble.

"Buyer Indemnitee" has the meaning set forth in Section 8.1.2.

"Buyer Material Adverse Effect" has the meaning set forth in Section 5.5.1.

"Buyer Parties" means Buyer, the Parent Guarantor, each of their Affiliates, and their respective members, stockholders, managers, officers, directors, employees, agents, successors, and assigns.

"Buyer Proprietary Information" means (i) all drawings, reports, data, materials, or other information relating to Buyer's plans, actual or proposed, for the possession, operation and maintenance and Decommissioning of the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center; (ii) any financial, operational or other information concerning Buyer or its Affiliates or their respective assets and properties, including geologic, geophysical, scientific or other technical information, and know-how, inventions and trade secrets whether provided before or after the Contract Date, whether oral, written, or in electronic or digital media, and regardless of the manner in which it is furnished, that is provided by or on behalf of Buyer or its respective Representatives to Sellers or their Representatives; and (iii) any Third-Party Proprietary Information; provided that, Buyer Proprietary Information does not include any such information which (a) is or becomes generally available to the public other than as a result of a disclosure by Sellers or their Representatives; (b) was available to Sellers or their Representatives on a non-confidential basis prior to its disclosure by Buyer or its respective Representatives; (c) becomes available to Sellers or their Representatives on a non-confidential basis from a Person other than Buyer or its respective Representatives who is not, to the knowledge of Sellers, otherwise bound by a confidentiality agreement with Buyer or its Representatives or is otherwise not, to the knowledge of Sellers, under any obligation to Buyer or its Representatives not to transmit the information to Sellers or their Representatives; (d) was independently developed by Sellers or their Representatives without reference to or reliance upon Buyer Proprietary Information; or (e) is disclosed pursuant to any other agreement between Buyer and Sellers or their respective Affiliates (excluding the Ancillary Agreements).

"Buyer Tax Contest" has the meaning set forth in Section 6.10.8.3.

"Buyer-Prepared Tax Return" has the meaning set forth in Section 6.10.2.

"Buyer's Required Regulatory Approvals" means the regulatory approvals identified in Schedule 5.5.2

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

"California Authority" means a Governmental Authority organized under the Laws of the State of California.

"California License" means California Department of Public Health License No. 0017-01 issued by the State of California Department of Public Health governing the Vallecitos Nuclear Center and any other consent or approval from the State of California for the possession of Byproduct Material and Special Nuclear Material at the Vallecitos Nuclear Center.

"Characterization Reports" means environmental investigation and monitoring reports and assessments for the Real Property provided in the Data Room and listed on Schedule 4.9.2.

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Commercially Reasonable Efforts" mean efforts which are designed to enable a Party, directly or indirectly, to expeditiously satisfy a condition to, or otherwise assist in the consummation of, the transactions or activities contemplated by this Agreement and which do not require the performing Party to commence or participate in any litigation, offer or grant any accommodation, expend any funds or assume Liabilities other than expenditures and Liability assumptions which are customary and reasonable in nature and amount in the context of the transactions or activities contemplated by this Agreement.

"Confidentiality Agreement" means the Proprietary Information Agreement dated as of April 22, 2022.

"Consolidated Interim Storage Facility" means a facility licensed by the NRC not located at the Vallecitos Nuclear Center that is designed and constructed for the interim storage of Spent Nuclear Fuel, GTCC, and/or HLW.

"Contract Date" has the meaning set forth in the preamble.

"Contracting Parties" has the meaning set forth in Section 10.18.

"Data Room" means the electronic data room hosted by Datasite and maintained by Sellers in connection with the transactions contemplated by this Agreement.

"Decommission" and "Decommissioning" means, in compliance with applicable Laws, (i) the retirement, dismantlement and removal of the Vallecitos Licensed Facilities, decontamination of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, including Spent Nuclear Fuel and HLW management, and the reduction or removal of radioactivity at the Vallecitos Nuclear Center or around the Vallecitos Nuclear Center to a level that permits the release of all of the Vallecitos Nuclear Center for unrestricted use, as defined in 10 C.F.R. § 20.1402; (ii) the removal of all of the Spent Nuclear Fuel, GTCC, and HLW from the Vallecitos Nuclear Center and transportation to either (1) a Consolidated Interim Storage Facility pending transfer of title to the DOE, or (2) the DOE along with the direct transfer of title to DOE; (iii) termination of the NRC Licenses by the NRC and the California License by the California Department of Health; (iv) Remediation and removal of all Hazardous Substances in, on, at, under, or migrating from the Vallecitos Nuclear Center, to the extent required by Law; and (v) any planning and administrative activities incidental thereto.

"Decommissioning Completion Agreement" means the Decommissioning Completion Agreement in the form attached hereto as Exhibit C, to be entered into by Buyer and Sellers at the Closing.

"Decommissioning Liabilities" has the meaning set forth in Section 2.3.2.

"Decommissioning Project Schedule" means a level 3 or better project schedule for the work to Decommission the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center.

"Deed" means the grant deed in the form attached hereto as Exhibit F which shall, *inter alia*, prevent use of the Real Property located at the Vallecitos Nuclear Center as (a) a residence, including any mobile home or factory-built housing, constructed or installed for use as permanently occupied human habitation, other than those used for industrial purposes, (b) a hospital for humans, (c) a public or private school for persons under 21 years of age, and (d) a daycare center for children. In addition, the drilling for any water, oil, or gas and the extraction of groundwater for any purpose, shall be prohibited.

"Department of Energy" or "DOE" means the United States Department of Energy and any successor agency thereto.

"Direct Claim" has the meaning set forth in Section 8.2.4.

"Disposal Guarantee" means a guarantee in favor of the Trustee of the Standby and Provisional Trust Fund pursuant to which the Disposal Guarantor guarantees disposal at the Disposal Guarantor's Andrews County, Texas facility for the disposal of any or all of the Low-Level Waste at the Vallecitos Nuclear Center and in the Hillside Storage Facility that is compliant with the waste acceptance criteria for Disposal Guarantor's Andrews County, Texas facility, in the form attached hereto as Exhibit I.

"Disposal Guarantor" means Waste Control Specialists, LLC, a Delaware limited liability company.

"Disposition Event" means the sale by Buyer, or an Affiliate of Buyer, after the Closing Date, (i) of all or any portion of the Fee Real Property to a third party, or (ii) of equity in any entity which owns, as its principal asset, all or part of the Fee Real Property, whether such sale is direct or indirect, to a third party.

"DOE Decontamination and Decommissioning Fees" means all fees related to the Department of Energy's Special Assessment of utilities for the Uranium Enrichment Decontamination and Decommissioning Funds pursuant to Sections 1801, 1802 and 1803 of the Atomic Energy Act and the Department of Energy's implementing regulations at 10 C.F.R. Part 766, as those statutes and regulations exist at the time of execution of this Agreement, applicable to separate work units purchased from the Department of Energy in order to decontaminate and decommission the Department of Energy's gaseous diffusion enrichment facilities.

"Encumbrances" means any mortgages, pledges, liens, security interests, conditional and installment sale agreements, activity and use limitations, conservation easements, deed restrictions, easements, charges and other encumbrances of any kind.

"Energy Reorganization Act" means the Energy Reorganization Act of 1974, as amended, 42 U.S.C. §§ 5801 et seq.

"Environment" means all soil, air, water (including surface waters, streams, ponds, drainage basins and wetlands), groundwater, water body sediments, drinking water supply, stream sediments or land, including land surface or subsurface strata, including all fish, plant, wildlife, and other biota and any other environmental medium or natural resource.

"Environmental Claim" means any and all actions, suits, investigations, orders, liens, complaints, demands, notices, including notices of violations of Environmental Laws, requests for information relating to the Release or threatened Release of Hazardous Substances into the Environment, proceedings, or other written communications, pursuant to or relating to any applicable Environmental Law by or before any Governmental Authority based upon, alleging, asserting, or claiming any actual or potential, and whether civil, criminal or administrative: (i) violation of, or Liability under any Environmental Laws; (ii) violation of any Environmental Permit; or (iii) Liability for investigatory costs, cleanup costs, removal costs, remedial costs, response costs, monitoring costs, natural resource damages, property damage, diminution of property value, personal injury, fines, or penalties arising out of, based on, resulting from, or related to the actual or alleged presence, Release, or threatened Release into the Environment of any Hazardous Substances.

"Environmental Laws" means all Laws, other than Nuclear Laws, regarding pollution or protection of the Environment or human health (as it relates to exposure to Hazardous Substances), the conservation and management of natural resources and wildlife, including Laws relating to the manufacture, management, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act,

33 U.S.C. § 1251 et seq., and the Emergency Planning & Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., but not including Nuclear Laws.

"Environmental Liabilities" means any Liability in any way relating to or arising from (i) the disposal, storage, transportation, Release, recycling, or the arrangement for such activities of Hazardous Substances, in, on, at, under to or from the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center; (ii) the presence or Release of Hazardous Substances in, on, at, or under, or migrating to or from the Vallecitos Nuclear Center regardless of how the Hazardous Substances came to rest in, at, on, or under, or migrating to or from the Vallecitos Nuclear Center; (iii) the failure of the Vallecitos Licensed Facilities or Vallecitos Nuclear Center to be in compliance with any Environmental Laws; and (iv) any other act, omission, condition with respect to the Vallecitos Nuclear Center or the Vallecitos Licensed Facilities that gives rise to any Liability under Environmental Laws, including any and all Liabilities to third parties for personal injuries, property damages, or other damages sought in tort actions or similar causes of action, relating to any of the foregoing.

"Environmental Permit" means any federal, state or local permits, licenses, approvals, consents, registrations or authorizations required by any Governmental Authority with respect to the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center under or in connection with any Environmental Law, including any and all orders, consent orders or binding agreements issued or entered into by or with a Governmental Authority under any applicable Environmental Law, but excluding the California License and the NRC Licenses.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the applicable rules and regulations promulgated thereunder.

"ERISA Affiliate" has the meaning set forth in Section 2.4.3.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Federal Trade Commission" means the United States Federal Trade Commission or any successor agency thereto.

"Fee Real Property" means the real estate more particularly described in Schedule 4.6.

"Financial Support Agreement" means the agreement by and between Buyer and the Parent Guarantor in the form attached hereto as Exhibit H, whereby the Parent Guarantor agrees to provide up to a specified amount of funding to Buyer in an amount equal to the sum of [ ]

"Fraud" means, with respect to a Party, any action or inaction of such Party that constitutes common law fraud under the Laws of the State of New York. For the avoidance of doubt, Fraud shall not include negligent misrepresentation or negligent omission.

"GAAP" means accounting principles generally accepted in the U.S., consistently applied.

"GE" has the meaning set forth in the Preamble.

"GE Names and GE Marks" means the names or marks owned, licensed or used by GE, any Seller or any of their respective Affiliates, including names that use or contain "GE" (in block letters or otherwise), the GE monogram, "General Electric Company", "General Electric", "Hitachi" (in block letters or otherwise), "Hitachi Ltd.", "GE-Hitachi Nuclear Energy Americas LLC", "GE Vernova", or "GEH", either alone or in combination with other words and all marks, trade dress, logos, monograms, domain names and other source identifiers confusingly similar to or embodying any of the foregoing either alone or in combination with other words.

"GE Vernova" means an entity that (A) is a direct or indirect subsidiary of General Electric Company at the time of such assignment and assumption, (B) has succeeded to ownership, directly or indirectly, of substantially all of the assets formerly owned by the GE Power, GE Renewable Energy and GE Digital operating business units of General Electric Company and (C) is at the time of such assignment and assumption, or will be thereafter, a listed entity.

"GEH" has the meaning set forth in the Preamble.

"GEH Standard Spent Fuel Disposal Contract" means the U.S. Department of Energy Contract No. CR01-83NE44426 Contract for Disposal of Spent Nuclear Fuel and/or High-Level Radioactive Waste dated as of June 29, 1983, by and between the DOE and GE, as assigned to GEH effective October 22, 2007.

"Good Industry Practices" means any of the practices, methods and activities generally accepted by a significant portion of the nuclear industry in the United States of America during recent time periods as good practices applicable to nuclear reactors that have ceased operating or will cease operating in anticipation of decommissioning and which, in light of the facts known at the time the decision was made, would have been reasonably expected to accomplish the desired result at a reasonable cost in a manner consistent with good business practices, provided that, during the Pre-Closing Period, Good Industry Practices shall not require any Seller to expend any funds other than to address emergent health and safety conditions at the Vallecitos Nuclear Center or actions required to comply with (i) applicable Laws, including Nuclear Laws and Environmental Laws, (ii) Permits, and (iii) Assumed Contracts. Good Industry Practices are not intended to be limited to the optimal practices, methods, or acts to the exclusion of all others, but rather to be practices, methods, or acts generally accepted in the nuclear industry in the United States.

"Governmental Authority" means any federal, state, local, provincial, foreign, international or other governmental, regulatory or administrative agency, legislature, bureau, branch, taxing authority, commission, department, board, or other governmental subdivision, court, tribunal, magistrate, justice, or arbitrating body, or any quasi-governmental or non-governmental body administering, regulating or having general oversight over the Vallecitos Licensed Facilities, the Vallecitos Nuclear Center, or the Parties.

"GTCC" means radioactive waste that is defined as Greater Than Class C waste under the NRC regulations in 10 C.F.R. § 61.55.

"Hazardous Substances" means: (i) any petroleum, asbestos, asbestos-containing material, and urea formaldehyde foam insulation and transformers or other equipment that contains polychlorinated biphenyls; (ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," "solid wastes," "toxic pollutants," "hazardous air pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law; (iii) noise, odor or vibration; and (iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law; in each case excluding any Nuclear Material. For the avoidance of doubt, Nuclear Material is not included within the definition of Hazardous Substances.

"Health and Safety Laws" means any Laws pertaining to safety and health in the workplace, including the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.

"High-Level Waste Repository" means a facility which is designed, constructed and operated by or on behalf of the Department of Energy for the storage and disposal of Spent Nuclear Fuel, GTCC, and HLW in accordance with the requirements set forth in the Nuclear Waste Policy Act of 1982, as amended.

"Hillside Decommissioning Liabilities" has the meaning set forth in Section 2.3.2.

"Hillside Storage Facility" has the meaning set forth in the Decommissioning Completion Agreement.

"Hillside Storage Facility Reimbursable Cost" has the meaning set forth in the Decommissioning Completion Agreement.

"HLW" means high-level radioactive waste, including (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.

"Income Tax" means any Tax (i) based upon, measured by or calculated with respect to net income, profits or receipts (including capital gains Taxes and minimum Taxes); or (ii) based upon, measured by or calculated with respect to multiple bases (including corporate franchise Taxes) if one or more of the bases on which such Tax may be based, measured by or calculated with respect to, is described in clause (i), in each case together with any interest, penalties or additions to such Tax without taking into account net operating losses or other offsets.

"Indemnifiable Loss" means all deficiencies, judgments, settlements, interest, fines, penalties, diminution in value, claims, demands, suits, Taxes (other than Income Taxes), Losses and Liabilities (including reasonable legal, accounting, attorney's fees or other professionals and reasonable disbursements in connection therewith).

"Indemnifying Party" has the meaning set forth in Section 8.1.3.

"Indemnitee" means either a Seller Indemnitee or a Buyer Indemnitee, as applicable.

"Independent Accounting Firm" has the meaning set forth in Section 6.10.5.

"Insurance Policies" has the meaning set forth in Section 2.2.3.

"Investment Management Agreement" means the agreement between Buyer and its investment manager with respect to investment of the funds received from Sellers and placed into the NDF, in the form attached hereto as Exhibit E.

"IRS" means the United States Internal Revenue Service or any successor agency thereto.

"Knowledge" means, with respect to Buyer, the actual knowledge as of the Contract Date of the Knowledge Persons of Buyer, and, with respect to Sellers (or to GE individually), the actual knowledge as of the Contract Date of the Knowledge Persons of Sellers.

"Knowledge Persons" means, with respect to the Buyer, the individuals set forth on Schedule 1.1(a) and, with respect to Sellers, the individuals set forth on Schedule 1.1(b).

"Law" or "Laws" means all laws, rules, regulations, directives, standards, codes, statutes, ordinances, permits and permit conditions, licenses and license conditions, judicial decrees, injunctions, treaties, and administrative orders of any Governmental Authority, including administrative and judicial interpretations thereof, including Environmental Laws, Health and Safety Laws, Nuclear Laws, cybersecurity laws, privacy and consumer protection laws, tax laws and applicable tax treaties, building, and labor and employment laws.

"Liability" or "Liabilities" means any indebtedness, damage, liability or obligation (whether direct or indirect, whether known or unknown, whether asserted or not asserted, whether absolute or contingent, whether accrued or not accrued, whether liquidated or unliquidated, whether due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto, other than any Liability for Income Taxes. Without limiting the generality of the foregoing, in the case of the NRC Licenses, "Liabilities" shall include the NRC Commitments.

"Loss" or "Losses" means any and all damages, fines, fees, penalties, deficiencies, losses, costs and expenses (including all Remediation costs, reasonable accountants' fees and other experts' fees, or other expenses of litigation or actions, suits or proceedings, settlements or compromises relating thereto or of any claim, default or assessment).

"Low-Level Waste" means radioactive waste, including GTCC: (i) not classified as Spent Nuclear Fuel, HLW, transuranic waste, or Byproduct Material as defined in Section 11e.(2) of the Atomic Energy Act (42 U.S.C. § 2014(e)(2)); and (ii) that the NRC, consistent with then-current Law and clause (i) above, classifies as low-level radioactive waste.

"NDF" means the external trust fund established by Sellers before Closing with respect to the Vallecitos Licensed Facilities and Vallecitos Nuclear Center for purposes of Decommissioning

the Vallecitos Licensed Facilities and Vallecitos Nuclear Center and funded prior to Closing with the NDF Minimum Amount.

"NDF Minimum Amount" means, without duplication, [ ] *minus* (a) with respect to any Pre-Closing Decommissioning Activities performed by Buyer pursuant to a separate contract between Buyer and Sellers, the cumulative value of the Pre-Closing Decommissioning Activities set forth on Schedule 6.14 that Buyer completes during the Pre-Closing Period or (b) with respect to any Pre-Closing Decommissioning Activities performed by Sellers or any Person other than Buyer, the lower of the cumulative value of the Pre-Closing Decommissioning Activities set forth in Schedule 6.14 that Sellers or any Person other than Buyer completes during the Pre-Closing Period or the amounts actually paid by Sellers for such Pre-Closing Decommissioning Activities; provided that, for any Pre-Closing Decommissioning Activities begun by Sellers or any Person other than Buyer during the Pre-Closing Period but not completed by Closing, the amount credited for that work shall correspond to a percentage of the assigned value for the Pre-Closing Decommissioning Activities set forth in Schedule 6.14 based on the percentage of the work completed by Closing for that activity.

"NDF Trust Agreement" means the trust agreement by and among The Bank of New York Mellon Corporation or the Wilmington Trust Company, as Trustee, and GE or GEH governing the NDF at Closing in the form reasonably acceptable to the parties thereto and Buyer.

"Net Cash Proceeds" means, with respect to any Disposition Event, the amount of cash proceeds actually received by Buyer or its Affiliates in respect of such Disposition Event after deducting therefrom (a) any out-of-pocket costs and expenses incurred or amounts paid by Buyer or its Affiliates with respect to the Fee Real Property subject to the Disposition Event related to demolition, dismantlement, or removal of structures, facilities or other materials on, the Remediation of Hazardous Substances in, on, at, under, or migrating from, or improvements to the applicable Fee Real Property in anticipation of the future sale thereof, including vegetation management, landscaping, creation of access and access maintenance, grading, drainage improvements, fencing, or any other real property development which makes the Fee Real Property more usable and/or valuable; (b) any amounts required to be escrowed by Buyer or its Affiliates for indemnities related to such Disposition Event until such time as any remaining amounts are released to Buyer or its Affiliates and (c) [ ] any legal, accounting, brokerage and other professional fees and commissions, and transfer Taxes (including real property transfer, sales, use value added, stamp, documentary, recording, registration, conveyance, personal property transfer, registration, duty, or similar Taxes) paid, assessed or estimated in good faith to be payable by Buyer or its Affiliates in connection with such Disposition Event; provided that no deduction shall be made to Net Cash Proceeds for any costs or expenses [ ] and provided further that any costs deducted under clause (a) for the Remediation of Hazardous Substances shall only be deductible to the extent that such costs were required by Law or otherwise by a Governmental Authority for the Remediation of Hazardous Substances to meet standards for commercial or industrial use only (rather than agricultural or residential use).

"New Exception" has the meaning set forth in Section 6.11.2.

"Nonparty Affiliates" has the meaning set forth in Section 10.18.

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

"NRC Commitments" means all written regulatory commitments made in correspondence by Sellers to the NRC that was made on NRC's docket for any or all of the Vallecitos Licensed Facilities prior to the Closing Date with respect to the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center.

"NRC License Amendments" means the license amendment request filed along with the application to transfer the NRC Licenses from Sellers to Buyer that seek the following license conditions be added to each NRC License: (i) that no changes can be made to the NDF Trust Agreement unless the NRC gives its consent in writing; (ii) that the requirements in 10 C.F.R. § 50.75(h)(1) apply to the NDF; and (iii) that the requirements of 10 C.F.R. § 50.82(a)(8) apply to the NDF.

"NRC Licenses" means (a) NRC Facility Possession-Only License No. TR-1 for the General Electric Test Reactor; (b) NRC Facility Possession-Only License No. DR-10 for the ESDA Experimental Vallecitos Superheat Reactor; (c) NRC Facility Operating License No. R-33 for the Nuclear Test Reactor; (d) NRC Facility Possession-Only License No. DPR-1 for the Vallecitos Boiling Water Reactor; and (e) NRC Materials License Nos. SNM-960 and SNM-1270 for the Vallecitos Nuclear Center; and any other amendments to, or consents, orders and approvals from the NRC, issued in connection with, any of the foregoing.

"Nuclear Laws" means all Laws, other than Environmental Laws, relating to the regulation of nuclear facilities, Source Material, Byproduct Material, and Special Nuclear Material; the regulation of Low-Level Waste; the transportation and storage of Nuclear Material; the regulation of Safeguards Information; the enrichment of uranium; the regulation, including disposal and storage, of Spent Nuclear Fuel, GTCC, and HLW; contracts for and payments into the Nuclear Waste Fund. "Nuclear Laws" include 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; the Foreign Assistance Act of 1961, 22 U.S.C. § 2429 et seq.; the Nuclear Non-Proliferation Act of 1978, 22 U.S.C. § 3201; the Low-Level Radioactive Waste Policy Act, 42 U.S.C. § 2021b et seq.; the Nuclear Waste Policy Act; the Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. § 2021d, 471; the Energy Policy Act of 1992, 4 U.S.C. § 13201 et seq.; and any state or local Laws, other than Environmental Laws, analogous to the foregoing.

"Nuclear Material" means Source Material, Byproduct Material, Special Nuclear Material, Low-Level Waste, HLW, and Spent Nuclear Fuel, as well as any Hazardous Material or other material intermingled with or contaminated by any Nuclear Material.

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

"Nuclear Waste Policy Act" means the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 10101 et seq., as amended.

"Parent Guarantor" means NorthStar Group Services, Inc., a Delaware corporation.

"Parent Guaranty" means a guaranty in the form attached hereto as Exhibit G issued by Parent Guarantor in favor of Sellers, pursuant to which Parent Guarantor guarantees the payment and performance of the obligations of Buyer under this Agreement and the Ancillary Agreements.

"Party" (and the corresponding term "Parties") has the meaning set forth in the preamble.

"Performance Deed of Trust" means a performance deed of trust with respect to Buyer's obligations to Decommission the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center in the form attached hereto as Exhibit J.

"Permits" has the meaning set forth in Section 4.12.1.

"Permitted Encumbrances" means: (i) statutory liens for Taxes (other than Income Taxes) or other governmental charges or assessments not yet due or delinquent or the validity of which are being contested in good faith by appropriate proceedings; (ii) mechanics', materialmen's, carriers', workers', repairers' and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of Sellers or the validity of which are being contested in good faith, and which do not, individually or in the aggregate, exceed [redacted]; (iii) zoning, entitlement, conservation restriction and other land use and environmental regulations imposed by Governmental Authorities, as do not, individually or in the aggregate materially impair the present use and enjoyment of the asset or property subject thereto or affected thereby; (iv) the liens, easements, leases, licenses, conservation easements, encumbrances and encroachments shown on the Title Policy and Survey (including standard printed exceptions) to be obtained prior to the Closing pursuant to Section 6.11; (v) the deed restrictions set forth in the Deed; (vi) the Permitted Real Property Encumbrances; (vi) the liens existing on the Contract Date on the items described on Schedule 1.1(c) which shall be paid off and terminated or released prior to Closing; and (viii) such other liens, imperfections in or failures of title, easements, leases, licenses, restrictions, activity and use limitations, conservation easements, Encumbrances and encroachments, as do not, individually or in the aggregate, (1) materially impair the present use and enjoyment of the asset or property subject thereto or affected thereby or (2) detract from the value of the Assets in an amount in excess of [redacted]

"Permitted Real Property Encumbrances" means (a) all matters shown as exceptions on Schedule 6.11.1, (b) any New Exceptions which are not timely objected to by Buyer pursuant to Section 6.11 or which are objected to by Buyer but Seller does not agree to remove or endorse over and Buyer does not terminate or is not deemed to terminate this Agreement pursuant to Section 6.11, (c) real estate Taxes and assessments for the current tax year not yet due and payable, and (d) all exceptions which have been caused by or through Buyer.

"Person" means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, association, or Governmental Authority.

"PLR" has the meaning set forth in Section 6.8.7.

"PLR Request" has the meaning set forth in Section 6.8.7.

"Post-Closing Tax Period" means any taxable period or portion thereof beginning after the Closing Date.

"Pre-Closing Date ICRP Payments" has the meaning set forth in Section 6.18.2.

"Pre-Closing Decommissioning Activities" has the meaning set forth in Section 6.14.

"Pre-Closing Period" means the period beginning on the Contract Date and ending on the Closing Date.

"Pre-Closing Tax Period" means any taxable period or portion thereof ending on or prior to the Closing Date.

"Price-Anderson Act" means Section 170 of the Atomic Energy Act and related provisions of Section 11 of the Atomic Energy Act.

"Proprietary Information" means the Buyer Proprietary Information or the Sellers Proprietary Information, or both, as the context requires.

"Purchase Price" has the meaning set forth in Section 3.2.

"Real Property" means the Fee Real Property and the rights of Seller under the Real Property Agreements.

"Real Property Agreements" has the meaning set forth in Section 4.7.

"Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping or disposing of a Hazardous Substance into or through the Environment or within any building, structure, facility or fixture.

"Release Condition" has the meaning set forth in Section 6.23.

"Remediation" means any action of any kind to address a Release, the threat of a Release or the presence of Hazardous Substances, including any or all of the following activities: (i) monitoring, investigation, sampling and analysis, assessment, treatment, cleanup, containment, removal, mitigation, response or restoration work; (ii) obtaining any permits, consents, approvals or authorizations of any Governmental Authority necessary to conduct any such activity; (iii) preparing and implementing any plans or studies for any such activity; (iv) obtaining a written notice from a Governmental Authority with jurisdiction under Environmental Laws that no material additional work is required by such Governmental Authority; (v) the use, implementation, application, installation, operation or maintenance of remedial action, remedial technologies applied to the surface or subsurface soils, excavation and treatment or disposal of soils, systems

for long term treatment of surface water or groundwater, engineering controls or institutional controls; and (vi) any other activities to address the presence or Release of Hazardous Substances.

"Representatives" of a Party means the Affiliates of such Party, and such Party's and such Affiliates' respective directors, managers, officers, employees, agents, partners, advisors (including accountants, legal counsel, environmental consultants, and financial advisors) and other authorized representatives.

"Required Regulatory Approvals" means the Buyer's Required Regulatory Approvals and the Sellers' Required Regulatory Approvals.

"Right of First Negotiation Agreement" means the Right of First Negotiation Agreement in the form attached hereto as Exhibit K.

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

"Seller" or "Sellers" has the meaning set forth in the preamble.

"Seller Indemnitee" has the meaning set forth in Section 8.1.1.

"Seller Material Adverse Effect" means any change, event, occurrence or development that has or would reasonably be expected to, individually or cumulatively: (i) have a material adverse effect on the Assets, including Buyer's ownership, use or possession of the Assets; (ii) prevent Buyer's Decommissioning of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, or (iii) to the extent not covered by clauses (i) and (ii) of this [redacted]

[redacted]

"Seller Parties" means GE, GEH, their Affiliates, and their respective members, officers, directors, employees, agents, successors, and assigns.

"Seller Tax Contest" has the meaning set forth in Section 6.10.8.1.

"Sellers Proprietary Information" means (i) all drawings, reports, data, Software, materials or other information relating to the possession, operation and maintenance or Decommissioning, actual or proposed, of the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center prior to the Closing Date, or otherwise pertaining to the Assets; and (ii) any financial, operational or other information concerning Sellers or their Affiliates or their respective assets and properties, including geologic, geophysical, scientific or other technical information, and know-how, inventions and trade secrets, whether furnished before or after the Contract Date, whether oral or written or in electronic or digital media, and regardless of the manner in which it is furnished, that is provided by or on behalf of Sellers or their Representatives to Buyer or its Representatives, and (iii) any Third-Party Proprietary Information; provided that, Sellers Proprietary Information does not include any such information which (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer or its Representatives; (b) was available to Buyer or its Representatives on a non-confidential basis prior to its disclosure by or on behalf of Sellers or their Representatives; (c) becomes available to Buyer or its Representatives on a non-confidential basis from a Person other than Sellers or their Representatives who is not, to the Knowledge of Buyer, otherwise bound by a confidentiality agreement with Sellers or their Representatives, or is otherwise not, to the Knowledge of Buyer, under any obligation to Sellers or their Representatives not to transmit the information to Buyer or its Representatives; or (d) was independently developed by Buyer or its Representatives without reference to or reliance upon Sellers Proprietary Information.

"Sellers' Required Regulatory Approvals" means the regulatory approvals identified in Schedule 4.3.3 and Schedule 4.3.4.

"Software" means computer software, together with, as applicable, object code, source code and firmware.

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

"Special Nuclear Material" means plutonium, uranium-233, uranium enriched in the isotope-233 or in the isotope-235, and any other material that the NRC determines to be "Special Nuclear Material," 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 any nuclear fuel and related components located at Vallecitos Nuclear Center that have been permanently withdrawn from a nuclear reactor following irradiation and has not been chemically separated into its constituent elements by reprocessing.

"Spent Nuclear Fuel Fees" means the one-time fee to be paid with respect to Spent Nuclear Fuel and HLW, as provided in Section 302 of the Nuclear Waste Policy Act at 10 C.F.R. Part 961.

"Standby and Provisional Trust Fund" means the external trust fund maintained by Buyer after the Closing with respect to the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center in accordance with the Decommissioning Completion Agreement.

"Standby and Provisional Trust Fund Account Agreement" means the trust agreement by and among an Acceptable Institution as Trustee and Buyer governing the Standby and Provisional Trust Fund Account.

"Straddle Period" means any taxable period that includes, but does not end on, the Closing Date.

"Subdivision Map Act" means the Subdivision Map Act, California Government Code, Title 7, Division 2, § 66410 et seq.

"Survey" has the meaning set forth in Section 6.11.1.

"Tangible Personal Property" has the meaning set forth in Section 2.1.7.

"Tax" or "Taxes" means all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local, provincial or foreign taxing authority, including income, gross receipts, excise, real or personal property, sales, transfer, customs, duties, franchise, payroll, withholding, social security, receipts, license, stamp, occupation, employment, or other taxes, including (i) any interest, penalties or additions attributable thereto or any failure to comply with any requirement imposed with respect to any Tax Return; (ii) any payments to any state, local, provincial or foreign taxing authorities in lieu of any such taxes, charges, fees, levies or assessments; and (iii) any liability for items described above by reason of contract or operation of Law.

"Tax Benefit" shall mean any reduction in any cash Tax liability as a result of a Loss that has been indemnified under this Agreement equal to the positive difference, if any, between: (i) the indemnified party's liability for Taxes payable in the year the Loss is incurred and the following year computed not taking into account such Loss; and (ii) the indemnified party's liability for Taxes payable in the year the Loss is incurred and the following year computed taking into account the Loss, net of any reasonable expenses incurred in connection with claiming such reduction, in each case after taking into account the Tax effect of the receipt of the indemnification payment.

"Tax Contest" has the meaning set forth in Section 6.10.8.1.

"Tax Return" means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) required to be supplied to any Governmental Authority with respect to Taxes including amendments thereto,

including any information return filed by a tax-exempt organization and any return filed by a nuclear decommissioning trust.

"Termination Date" has the meaning set forth in Section 9.1.5.

"Third-Party Claim" has the meaning set forth in Section 8.2.1.

"Third-Party Proprietary Information" means any drawings, reports, data, Software, materials, scientific or other technical information, know-how, inventions and trade secrets pertaining to any proprietary or confidential information provided by, or intellectual property of, any Person not a Party to this Agreement and not an Affiliate to a Party to this Agreement that has or is providing goods or services with respect to the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center.

"Title Company" has the meaning set forth in Section 6.11.1.

"Title Policy" has the meaning set forth in Section 6.11.3.

"Title Report" has the meaning set forth in Section 6.11.1.

"Total Decommissioning Costs" means the total nuclear decommissioning costs, as such term is used in Section 468A(d)(2)(A) of the Code, with respect to the decommissioning of the Vallecitos Nuclear Center and/or the Vallecitos Licensed Facilities.

"Transfer Taxes" means any Real Property transfer, sales, use, value added, stamp, documentary, recording, registration, conveyance, stock transfer, intangible property transfer, personal property transfer, registration, duty, securities transactions or similar fees, Taxes or governmental charges of a similar nature (together with any interest or penalty, addition to Tax or additional amount imposed) as levied by any Governmental Authority in connection with the transfer of title to the Assets to Buyer and the assumption by Buyer of the Assumed Liabilities, including any payments made in lieu of any such Taxes or governmental charges which become payable in connection with the transactions contemplated by this Agreement.

"Transferable Permits" means those Permits and Environmental Permits that are transferable to Buyer without application to, a filing with, or notice or consent or approval of any Governmental Authority.

"Treasury Regulations" means Treasury Regulations promulgated under the Code. Any reference to a Treasury Regulation includes a reference to the corresponding provision in any predecessor Treasury Regulation.

"Trustee" means the trustee of the NDF appointed pursuant to the NDF Trust Agreement and the trustee of the Standby and Provisional Trust Fund, as applicable.

"Vallecitos Decommissioning Liabilities" has the meaning set forth in Section 2.3.1.

"Vallecitos Licensed Facilities" means the facilities that are subject to the NRC Licenses or the California License.

"Vallecitos Nuclear Center" means all of the Real Property together with the facilities located thereon, including the Vallecitos Licensed Facilities, the Hillside Storage Facility and any other lab, facility, buildings, improvements, and equipment that supports the Vallecitos Licensed Facilities. Any reference to the Vallecitos Nuclear Center shall include the surface and subsurface elements, including the soils and groundwater present at the Vallecitos Nuclear Center and any references to items "at the Vallecitos Nuclear Center" shall include all items "at, in, on, upon, over, across, under, and within" the Vallecitos Nuclear Center.

"VNC Books and Records" has the meaning set forth in Section 2.1.11.

"VNC Contracts" has the meaning set forth in Section 4.10.1.

"VNC Leases" has the meaning set forth in Section 4.10.5.

1.2 Certain Interpretive Matters. Unless otherwise required by the context in which any term appears:

(i) The singular shall include the plural, the plural shall include the singular, and reference to any gender shall include all genders.

(ii) References to "Articles," "Sections," "Schedules" or "Exhibits" shall be to articles, sections, schedules or exhibits of or to this Agreement, and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(iii) The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection, of this Agreement; and the words "include," "includes" or "including" shall mean "including, but not limited to" or "including, without limitation." The word "threatened" refers to threats made in writing.

(iv) The term "day" shall mean a calendar day, commencing at 12:01 a.m. (Eastern Time). The term "week" shall mean any seven consecutive day period commencing on a Sunday, and the term "month" shall mean a calendar month; provided, however, that when a period measured in months commences on a date other than the first day of a month, the period shall run from the date on which it starts to the corresponding date in the next month and, as appropriate, to succeeding months thereafter. Whenever an event is to be performed or a payment is to be made by a particular date and the date in question falls on a day which is not a Business Day, the event shall be performed, or the payment shall be made, on the next succeeding Business Day; provided, however, that all calculations shall be made regardless of whether any given day is a Business Day and whether or not any given period ends on a Business Day.

(v) All references to a particular entity shall include such entity's permitted successors and permitted assigns unless otherwise specifically provided herein.

(vi) All references herein to any Law or to any contract or other agreement shall be to such Law, contract or other agreement as amended, supplemented or modified from time to time unless otherwise specifically provided herein.

1.2.1 The titles of the Articles and Sections hereof and Exhibits and Schedules hereto have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

1.2.2 This Agreement was negotiated and prepared by the Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

1.2.3 The Exhibits hereto are incorporated in and are intended to be a part of this Agreement; provided, however, that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence prior to the Closing, and the terms of the Exhibits shall take precedence from and after the Closing.

ARTICLE II
PURCHASE AND SALE

2.1 Assets. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, on the Closing Date, Sellers will deliver to Buyer one or more Deeds, Bills of Sale and Assignment and Assumption Agreements, as applicable, whereby Sellers will sell, assign, convey, transfer and deliver to Buyer, and Buyer will acquire from Sellers, free and clear of all Encumbrances (except for Permitted Encumbrances or Permitted Real Property Encumbrances, as applicable), all of Sellers' right, title and interest in and to the following, wherever located, other than the Excluded Assets (collectively, the "Assets"):

2.1.1 All of the Real Property together with the improvements located thereon and appurtenances thereto;

2.1.2 All right, title and interest of Sellers in the Vallecitos Licensed Facilities and Hillside Storage Facility not otherwise transferred to Buyer pursuant to Section 2.1.1;

2.1.3 Sellers' interest in and title to Nuclear Material at the Vallecitos Nuclear Center, including Sellers' rights and duties under contracts with owners of Spent Nuclear Fuel and HLW previously assigned to GEH;

2.1.4 The NRC Licenses;

2.1.5 The California License;

2.1.6 The assets of the NDF, including all profits, dividends, income, interest and earnings accrued thereon, cost estimates and any other information relevant for tax purposes;

2.1.7 Machinery, mobile or otherwise, equipment (including computer hardware and communications equipment), vehicles, tools, spare parts, materials, works in progress, fixtures, furniture and furnishings and other personal property relating to or used in the ordinary course of business of maintaining the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, including all emergency warning devices and assets and the items of personal property owned by Sellers and located at the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center

(collectively, "Tangible Personal Property") that is not listed in the schedule referenced in Section 2.2.4;

2.1.8 All unexpired warranties from third parties with respect to any item of Tangible Personal Property that are transferable without notice or consent;

2.1.9 All VNC Contracts and Real Property Agreements and any other contracts and agreements to which a Seller is a party or by which a Seller is bound that arise out of the operation of the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center (but excluding master or enabling agreements that are not used exclusively in connection with the Vallecitos Nuclear Center) (the "Assumed Contracts"), including the Contracts set forth on Schedule 2.1.9;

2.1.10 All Transferable Permits;

2.1.11 All books, operating records, licensing records, quality assurance records, purchasing records, and equipment repair, maintenance or service records relating exclusively to the design, construction, licensing, operation or Decommissioning of the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center; operating, safety and maintenance manuals, inspection reports, environmental assessments, engineering design plans, documents, blueprints and as-built plans, specifications, procedures and other similar items of Sellers, wherever located, relating exclusively to the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center, whether existing in hard copy or magnetic or electronic form (subject to the right of Sellers to retain copies of same for its use) (collectively, the "VNC Books and Records");

2.1.12 The interest of Sellers, if any, in the name "Vallecitos Nuclear Center" as used as a designation attached to or associated with the Vallecitos Licensed Facilities, or any part, derivative or combination thereof;

2.1.13 The nuclear liability insurance policies from ANI relating to the Vallecitos Nuclear Center and all activities at the Vallecitos Nuclear Center, to the extent transferable, except to the extent provided in Section 2.2.2;

2.1.14 Subject to Buyer's commitment to satisfy its indemnification obligations under Section 8.1, the rights of Sellers in and to (i) any causes of action or claims and (ii) defenses against third parties (including indemnification and contribution) relating to any Assumed Liabilities; and

2.1.15 The GEH Standard Spent Fuel Disposal Contract and all rights and obligations of Sellers with respect thereto.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Sellers shall not sell, transfer or assign, and Buyer shall not acquire any right, title or interest in or to the following assets (the "Excluded Assets"):

2.2.1 All rights of Sellers under this Agreement and the Ancillary Agreements;

2.2.2 All rights to premium refunds or distributions from ANI made with respect to any period prior to the Closing Date under the nuclear liability insurance policies relating to the

Vallecitos Licensed Facilities, including any rights to receive premium refunds, distributions and continuity credits with respect to periods prior to the Closing Date pursuant to the ANI nuclear industry credit rating plan, and regardless of whether such refunds, distributions or continuity credits occur prior to or after the Closing Date;

2.2.3 All policies and programs of or agreements for insurance and interests in insurance pools and programs of the Sellers (in each case including self-insurance and insurance from Affiliates but excluding nuclear liability insurance policies from ANI relating to the Vallecitos Nuclear Center) (collectively, "Insurance Policies") and all rights of any nature with respect to any Insurance Policy, including rights to any premium refunds, proceeds or other distributions made before, on or after the Closing Date;

2.2.4 Certain equipment and other assets as set forth in Schedule 2.2.4;

2.2.5 All cash, cash equivalents, bank deposits, accounts and notes receivable (trade or otherwise), except as included in the assets of the NDF, and any income, sales, payroll or other receivables relating to Taxes, in each case whether or not relating to the Assets;

2.2.6 Any and all rights to the GE Name and GE Marks, together with any contracts, agreements or understandings granting rights to use the same (including any intellectual property of the Sellers, to the extent incorporating the GE Name and GE Marks);

2.2.7 The rights of Sellers in and to any causes of action, claims and defenses against third parties (including indemnification and contribution) arising out of or relating to (i) the Excluded Assets; or (ii) the Excluded Liabilities;

2.2.8 Any and all of Sellers' rights in any contract representing an intercompany transaction between GE or GEH, on one hand, and an Affiliate of a Seller, on the other hand, whether or not such transaction relates to the provision of goods and services, payment arrangements, intercompany charges or balances, or the like;

2.2.9 To the extent not otherwise provided for in this Section 2.2, any refund or credit related to Taxes: (i) paid by Sellers with respect to the Assets for periods (or portions thereof) that end prior to the Closing Date, whether such refund is received as a payment or as a credit against future Taxes; or (ii) arising under any agreement that is included in the Assets and relates to a period (or portion thereof) ending on or prior to the Closing Date, but only to the extent such Taxes were previously paid or otherwise borne by Sellers;

2.2.10 All books, operating records, licensing records, quality assurance records, purchasing records, and equipment repair, maintenance or service records relating primarily to the design, construction, licensing or operation of the Excluded Assets; operating, safety and maintenance manuals, inspection reports, environmental assessments, engineering design plans, documents, blueprints and as built plans, specifications, procedures and other similar items of Sellers, wherever located, relating primarily to the Excluded Assets or the Excluded Liabilities, whether existing in hard copy or magnetic or electronic form;

2.2.11 All (i) records, presentations, information and reports prepared by or on behalf of Sellers or their respective Affiliates and Representatives prior to the Contract Date and (ii) confidentiality agreements with prospective purchasers and all bids and expressions of interest received, in each case regarding the transactions contemplated by this Agreement;

2.2.12 All personnel and employment records for employees and former employees of the Vallecitos Nuclear Center;

2.2.13 All Benefit Plans and other employee benefit plans, programs, arrangements and agreements sponsored or maintained by Sellers or their respective Affiliates, and all trusts and other assets or rights related thereto;

2.2.14 All rights of Sellers under this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby; and

2.2.15 All other assets of Sellers and their Affiliates not included in the Assets.

2.3 Assumed Liabilities and Obligations. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, on the Closing Date, Buyer shall deliver to Sellers the Assignment and Assumption Agreement pursuant to which Buyer shall assume and agree to pay, perform and discharge when due, all of the Liabilities of Sellers that relate to the Assets or are otherwise specified below, other than the Excluded Liabilities (collectively, the "Assumed Liabilities"), including:

2.3.1 All Liabilities arising in connection with the Decommissioning of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, including any obligations under applicable Law (the "Vallecitos Decommissioning Liabilities");

2.3.2 All Liabilities arising in connection with operating and Decommissioning the Hillside Storage Facility (the "Hillside Decommissioning Liabilities" and, together with the Vallecitos Decommissioning Liabilities, the "Decommissioning Liabilities");

2.3.3 All Environmental Liabilities arising before, on or after the Closing Date;

2.3.4 All outstanding commitments made to and agreements made with Governmental Authorities related to the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center and all orders of Governmental Authorities related the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center set forth on Schedule 2.3.4 hereto;

2.3.5 All Liabilities arising before, on or after the Closing Date: (i) with respect to the ownership, possession, use or maintenance of the Assets, including all Decommissioning of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center; (ii) under the Real Property Agreements; (iii) under the Transferable Permits; (iv) under the Assumed Contracts; and (v) the contracts, licenses, agreements and personal property leases entered into with respect to the Assets after the Contract Date consistent with the terms of this Agreement;

2.3.6 All Liabilities for any Asset-Level Taxes attributable to a Post-Closing Tax Period (in the case of a Straddle Period, allocated in accordance with Section 6.10.3);

2.3.7 All obligations arising on or after the Closing Date to pay any additional premiums to ANI with respect to the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center due to audit assessments performed on or after the Closing Date;

2.3.8 All Liabilities arising before, on or after the Closing Date under or relating to Nuclear Laws or Nuclear Material, including any Environmental Liabilities arising out of the ownership, lease, occupancy, possession, operation, use, or Decommissioning of the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center, including: (i) any and all Liabilities to third parties (including employees) for personal injuries, property damages or tort actions or similar causes of action; and (ii) any Liabilities arising out of or resulting from an "extraordinary nuclear occurrence," a "nuclear incident" or a "precautionary evacuation" (as such terms are defined in the Atomic Energy Act) at the Vallecitos Nuclear Center, or any other NRC licensed nuclear reactor site in the United States, or in the course of the transportation of Nuclear Material to or from the Vallecitos Nuclear Center or any other NRC licensed nuclear reactor site in the United States.

2.3.9 All Spent Nuclear Fuel Fees and all Liabilities under the GEH Standard Spent Fuel Disposal Contract, including the obligations relating to payment of the one-time fees (principal plus interest) to be paid under the GEH Standard Spent Fuel Disposal Contract, to the extent that such fees have not been satisfied;

2.3.10 Except as otherwise expressly provided herein, any Liabilities of Buyer to the extent arising from the execution delivery or performance of this Agreement and the transactions contemplated hereby;

2.3.11 Transfer Taxes allocated to Buyer in accordance with Section 6.10.1; and

2.3.12 All Liabilities for DOE Decontamination and Decommissioning Fees relating to Nuclear Fuel at the Vallecitos Nuclear Center, if any, assessed after the Closing Date by the Department of Energy except for unpaid invoices due prior to the Closing Date.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed to impose on Buyer, and Buyer shall not assume or be obligated to pay, perform or otherwise discharge, the following Liabilities of Sellers (the "Excluded Liabilities"), with all of such Excluded Liabilities remaining as obligations of Sellers or an Affiliate of Sellers, as applicable:

2.4.1 Any Liabilities with respect to any Excluded Assets;

2.4.2 Any Liabilities for Asset-Level Taxes attributable to Pre-Closing Tax Periods (in the case of a Straddle Period, allocated in accordance with Section 6.10.3);

2.4.3 Any Liabilities relating to any Benefit Plan established or maintained in whole or in part by a Seller or by any trade or business (whether or not incorporated) which is or ever has been under common control, or which is or has been treated as a single employer, with a Seller under Section 414(b), (c), (m) or (o) of the Code (an "ERISA Affiliate") or to which a Seller or any ERISA Affiliate contributes or has contributed, including any multiemployer plan contributed to by a Seller or any ERISA Affiliate or to which a Seller or any ERISA Affiliate is or

was obligated to contribute, including but not limited to any such Liability of a Seller on an ERISA Affiliate (i) for the termination or discontinuance of, or a Seller's or an ERISA Affiliate's withdrawal from, any such Benefit Plan, (ii) relating to benefits payable under any Benefit Plans, (iii) relating to the Pension Benefit Guaranty Corporation under Title IV of ERISA, (iv) relating to a multi-employer plan, (v) with respect to noncompliance with the notice requirements of COBRA prior to the Closing Date, (vi) with respect to any noncompliance of the Benefit Plans with ERISA or any other applicable Laws, and (vii) with respect to any suit, proceeding or claim which is brought against any Benefit Plans, or any fiduciary or former fiduciary of any of the Benefit Plans;

2.4.4 All Liabilities arising prior to the Closing Date as a result of or in connection with the disposal, storage or transportation of Nuclear Materials at locations other than at the Vallecitos Nuclear Center;

2.4.5 All Environmental Liabilities arising before the Closing Date the underlying circumstances, facts or existence of which any Seller had Knowledge of on or prior to the Closing Date but which were not disclosed to Buyer in (a) the Schedules to this Agreement, (b) the materials posted to the Data Room, as determined by reference to the copy of the Data Room provided by Sellers to Buyer pursuant to Section 6.22, (c) the Characterization Reports, (d) publicly available information or materials, or (e) other materials in storage at the Vallecitos Nuclear Center to which Sellers granted Buyer reasonable access.

2.4.6 All Liabilities of Sellers and their Affiliates arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Agreements and the transactions contemplated by such agreements, including fees and expenses of counsel, accountants, consultants, advisers and others;

2.4.7 Transfer Taxes allocated to Seller in accordance with Section 6.10.1;

2.4.8 Any Liabilities set forth on Schedule 2.4.8; and

2.4.9 All other Liabilities not expressly allocated to or retained by Buyer in this Agreement or the Ancillary Agreements.

2.5 Control of Litigation After Closing.

2.5.1 Subject to the provisions of ARTICLE VIII, following the Closing, Sellers shall pay for and be entitled exclusively to control, defend and settle any litigation, administrative or regulatory proceeding, and any investigation or other similar activities arising out of or related to any Excluded Assets or Excluded Liabilities and Buyer agrees to reasonably cooperate, at Sellers' expense, with Sellers in connection therewith.

2.5.2 Subject to the provisions of ARTICLE VIII, following the Closing, Buyer shall pay for and be entitled exclusively to control, defend and settle any litigation, administrative or regulatory proceeding, and any investigation or other similar activities arising out of or related to any Assets or Assumed Liabilities, and Sellers agree to reasonably cooperate, at Buyer's expense, with Buyer in connection therewith.

2.6 Parent Guaranty. On the Contract Date, Parent Guarantor and Sellers shall duly execute and deliver the Parent Guaranty.

ARTICLE III
THE CLOSING

3.1 Closing. Upon the terms and subject to the satisfaction of the conditions contained in ARTICLE VII, the sale, assignment, conveyance, transfer and delivery of the Assets to Buyer, and the consummation of the other respective obligations of the Parties contemplated by this Agreement shall take place at a closing (the "Closing" and such transaction the "Transaction"), to be conducted remotely through the electronic exchange of documents or otherwise at the offices of Morgan, Lewis & Bockius LLP in New York, New York, at 10:00 a.m. local time, or another mutually acceptable time and location, on the date that is five (5) Business Days following the date on which the last of the conditions precedent to Closing set forth in ARTICLE VII have been either satisfied or waived by the Party for whose benefit such conditions precedent exist (except with respect to those conditions which by their terms are to be satisfied at the Closing), but in any event not after the Termination Date, unless the Parties mutually agree on another date. The date on which the Closing occurs is referred to herein as the "Closing Date." The Closing shall be effective for all purposes as of 12:01 a.m. on the Closing Date.

3.2 Purchase Price. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, Buyer shall pay or caused to be paid to Sellers for the purchase of the Assets the amount of [[redacted]] (the "Initial Purchase Price") plus any amounts paid to Sellers pursuant to Section 6.12 (with the Initial Purchase Price, the "Purchase Price"). Buyer and Sellers acknowledge and agree that the Purchase Price and Buyer's assumption of the Assumed Liabilities constitutes full and adequate compensation to Seller for the Assets purchased and sold hereunder. The Initial Purchase Price shall be paid by wire transfer of immediately available funds at the Closing to an account designated in writing by Sellers at least two (2) Business Days prior to Closing.

3.3 Deliveries by Sellers. At the Closing (or, in the case of those items contemplated by Section 3.3.6, on or before the Closing Date), Sellers will deliver, or cause to be delivered, the following to Buyer:

3.3.1 The following documents duly executed and delivered by Sellers that are a party thereto, as applicable:

3.3.1.1 The Deed(s) to the Real Property;

3.3.1.2 the Bill of Sale;

3.3.1.3 the Assignment and Assumption Agreement; and

3.3.1.4 the Decommissioning Completion Agreement;

3.3.2 Copies of the Sellers' Required Regulatory Approvals and any and all other governmental and other third-party consents, waivers or approvals obtained by Sellers with respect

to the transfer of the Assets, or the consummation of the transactions contemplated by this Agreement;

3.3.3 The assets of the NDF to be transferred to Buyer pursuant to Section 6.13.3;

3.3.4 An IRS Form W-9 from each Seller duly completed and executed by the Sellers;

3.3.5 A certificate of good standing with respect to each Seller issued by the Secretary of State of the State of the State of New York in the case of GE and the State of Delaware in the case of GEH, in each case issued not earlier than twenty (20) days prior to the Closing Date;

3.3.6 Certified resolutions of the management committee or board or other document evidencing a delegation of authority of each Seller authorizing the execution and delivery of this Agreement and the Ancillary Agreements to be executed by such Seller and the consummation of the transactions contemplated hereby and thereby;

3.3.7 A certificate of the secretary or an attesting secretary of each Seller identifying the name and title and bearing the signatures of the officers or authorized person of such Seller authorized to execute and deliver this Agreement, the Ancillary Agreements and the other agreements and instruments contemplated hereby and thereby;

3.3.8 Documentation in form and substance reasonably acceptable to Buyer evidencing the release of the Permitted Encumbrances on the items described on Schedule 1.1(c); and

3.3.9 The documents contemplated by ARTICLE VII (Conditions), to the extent not theretofore delivered and such other agreements, consents, documents, instruments and writings as are required to be delivered by Sellers or their Affiliates at or prior to the Closing Date pursuant to this Agreement and other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary to implement the transfer of the Assets to Buyer, in accordance with this Agreement and where necessary in recordable form.

3.4 Deliveries by Buyer. At the Closing, Buyer will deliver, or cause to be delivered, the following to Sellers:

3.4.1 The Initial Purchase Price, by wire transfer of immediately available funds, to the account or accounts designated by Sellers at least two (2) Business Days prior to the Closing Date;

3.4.2 The following documents duly executed and delivered by Buyer, the Parent Guarantor or the Trustee that is a party thereto, as applicable:

3.4.2.1 the Assignment and Assumption Agreement;

3.4.2.2 the Bill of Sale;

3.4.2.3 the Decommissioning Completion Agreement;

3.4.2.4 the Decommissioning Project Schedule;

3.4.2.5 the Standby and Provisional Trust Fund Account Agreement;

3.4.2.6 the Financial Support Agreement; and

3.4.2.7 the Disposal Guarantee;

3.4.3 The executed and acknowledged Performance Deed of Trust.

3.4.4 A certificate of good standing respect to the Buyer issued by the Secretary of State for the State of Delaware not earlier than twenty (20) days prior to the Closing Date;

3.4.5 A certificate of the Secretary or similar officer of Buyer identifying the name and title and bearing the signatures of the officers of Buyer authorized to execute and deliver this Agreement, the Ancillary Agreements and the other agreements and instruments contemplated hereby and thereby; and certified resolutions of the management committee or board of the Buyer authorizing the execution and delivery of this Agreement and the Ancillary Agreements to be executed by the Buyer and the consummation of the transactions contemplated hereby and thereby; and

3.4.6 A certificate of the Secretary or similar duly elected and authorized officer of Buyer identifying the name and title and bearing the signatures of the officers of Buyer authorized to execute and deliver this Agreement, the Ancillary Agreements and the other agreements and instruments contemplated hereby and thereby.

3.4.7 The documents contemplated by ARTICLE VII (Conditions), to the extent not theretofore delivered and such other agreements, consents, documents, instruments and writings as are required to be delivered by Buyer or its Affiliates at or prior to the Closing Date pursuant to this Agreement and other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Sellers and its counsel, be necessary to implement the transfer of the Assets to Buyer, in accordance with this Agreement and where necessary in recordable form.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLERS

GE, solely with respect to Sections 4.1.1, 4.2.1, 4.3.1, 4.3.3, 4.6, 4.9, 4.15, and 4.16 and GEH, with respect to all other Sections of this ARTICLE IV, hereby represent and warrant to Buyer, on a several and not joint basis as of the date hereof and as of the Closing Date, that except to the extent such representations and warranties expressly relate to another date or as set forth on the disclosure schedules attached hereto (the "Schedules"):

4.1 Organization.

4.1.1 GE is a corporation duly organized, validly existing and in good standing under the Laws of the State of New York and has all requisite corporate power and authority to own, sell, lease, and operate its properties and to carry on its business as is now being conducted.

4.1.2 GEH is a limited liability company, duly formed, validly existing, and in good standing under the Laws of the State of Delaware and has all requisite limited liability power and authority to own, sell, lease, and operate its properties and to carry on its business as is now being conducted.

4.2 Authority.

4.2.1 GE has full corporate or limited liability power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action required on the part of GE and no other proceedings on the part of GE is necessary to authorize this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by GE, and at the Closing, the Ancillary Agreements will be duly and validly executed and delivered by GE, and assuming that this Agreement and the applicable Ancillary Agreements constitute valid and binding agreements of Buyer and GEH, as applicable, and, subject to the receipt of Sellers' Required Regulatory Approvals, this Agreement and the Ancillary Agreements when executed and delivered at the Closing, constitute the legal, valid and binding agreement of GE, enforceable against GE in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.2.2 GEH has full corporate or limited liability power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action required on the part of GEH and no other proceedings on the part of GEH are necessary to authorize this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by GEH, and at the Closing, the Ancillary Agreements will be duly and validly executed and delivered by GEH, and assuming that this Agreement and the applicable Ancillary Agreements constitute valid and binding agreements of Buyer and GE, as applicable, and, subject to the receipt of Sellers' Required Regulatory Approvals, this Agreement and the Ancillary Agreements when executed and delivered at the Closing, constitute the legal, valid and binding agreement of GEH, enforceable against GEH in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.3 Consents and Approvals; No Violation.

4.3.1 Subject to the receipt of Sellers' Required Regulatory Approvals and the consents set forth in Schedule 4.3.1, neither the execution and delivery of this Agreement or the Ancillary Agreements by GE nor the consummation of the transactions contemplated hereby or thereby will: (i) conflict with, or result in the breach or violation of, any provision of the certificate

of incorporation or bylaws of GE; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which GE is a party or by which GE, or any of the Real Property, may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, create a Seller Material Adverse Effect; or (iii) violate any Laws applicable to GE, or any of its assets, which violation, individually or in the aggregate, would create a Seller Material Adverse Effect.

4.3.2 Subject to the receipt of Sellers' Required Regulatory Approvals and the consents set forth in Schedule 4.3.1, neither the execution and delivery of this Agreement or the Ancillary Agreements by GEH nor the consummation of the transactions contemplated hereby or thereby will: (i) conflict with, or result in the breach or violation of, any provision of the certificate of formation, or operating agreement of GEH; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which GEH is a party or by which either GEH, or any of the Assets (other than the Real Property), may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, create a Seller Material Adverse Effect; or (iii) violate any Laws applicable to GEH, or any of its assets, which violation, individually or in the aggregate, would create a Seller Material Adverse Effect.

4.3.3 Except as set forth in Schedule 4.3.3, no declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for the execution and delivery of this Agreement or the Ancillary Agreements or the consummation by GE of the transactions contemplated by this Agreement or the Ancillary Agreements other than (i) such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not obtained or made, will not, individually or in the aggregate, create a Seller Material Adverse Effect, or (ii) such declarations, filings, registrations, notices, authorizations, consents or approvals which become applicable to GE as a result of the specific regulatory status of Buyer (or any of its Affiliates) or the result of any other facts that specifically relate to the business or activities in which Buyer (or any of its Affiliates) is or proposes to be engaged from and after the Closing.

4.3.4 Except as set forth in Schedule 4.3.4, no declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for the execution and delivery of this Agreement or the Ancillary Agreements or the consummation by GEH of the transactions contemplated by this Agreement or the Ancillary Agreements other than (i) such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not obtained or made, will not, individually or in the aggregate, create a Seller Material Adverse Effect, or (ii) such declarations, filings, registrations, notices, authorizations, consents or approvals which become applicable to GEH as a result of the specific regulatory status of Buyer (or any of its Affiliates) or the result of any other facts that specifically relate to the business or activities in which Buyer (or any of its Affiliates) is or proposes to be engaged from and after the Closing.

4.4 Reports. Since January 1, 2019, GEH has filed or caused to be filed with the applicable state or local utility commissions or regulatory bodies, the NRC, the State of California Department of Public Health, and the Department of Energy, as the case may be, all material forms, statements, reports and documents (including all exhibits, amendments and supplements thereto) required to be filed by GEH with respect to the Assets or the ownership or operation thereof under each of the applicable state public utility Laws, the Atomic Energy Act, the Energy Reorganization Act, and the Price-Anderson Act and the respective rules and regulations thereunder, except for such filings the failure of which to make would not, individually or in the aggregate, be material. All such filings complied in all material respects with all applicable requirements of the appropriate act and the rules and regulations thereunder in effect on the date each such report was filed. As of the Business Day immediately prior to both the date of this Agreement and the Closing Date, neither Seller nor their Affiliates have received any written notification which remains unresolved that any of such filings is not in compliance with the applicable requirements of the appropriate Law.

4.5 Absence of Seller Material Adverse Effect. Since January 1, 2022, except as set forth in Schedule 4.5, there has been no Seller Material Adverse Effect and Sellers have operated and maintained, or caused to be operated and maintained the Assets in the ordinary course consistent with Good Industry Practices and the non-operating status of the Vallecitos Licensed Facilities or the Hillside Storage Facility.

4.6 Title and Related Matters.

4.6.1 Set forth on Schedule 4.6 is a description of all real property that comprises the Vallecitos Nuclear Center.

4.6.2 There are no outstanding options, rights of first offer or refusal or other preemptive rights in favor of any third party to purchase the Real Property or any portion thereof, except as set forth in the title commitment or Schedule 4.6.2.

4.6.3 Except for Permitted Encumbrances, GEH has good and valid title to, or holds pursuant to valid and binding leases, all of the Tangible Personal Property comprising the Assets free and clear of all Encumbrances.

4.6.4 There are no pending or, to Sellers' Knowledge, governmental proceedings threatened in writing in eminent domain which would materially affect the Real Property or any improvements; GE has not been served with any notices of non-compliance and, to Sellers' Knowledge, there is no issue that would give rise to a zoning or other land use notice of non-compliance regarding the Real Property and any improvements, other than Environmental Laws and Nuclear Laws for which Sellers' only representations and warranties are set forth in Sections 4.9 and 4.13, respectively; and to Sellers' Knowledge, as of the Contract Date, there are no special assessments or Encumbrances imposed by Governmental Authorities that could be reasonably be expected to result in any material charge being levied or assessed or in the creation of any material Encumbrance.

4.7 Real Property Agreements. The agreements listed on Schedule 4.7 include all leases, mortgages, deeds of trust, easements, rights of way, licenses, crossing agreements and

crossing consents, co-tenancy agreements and other agreements and rights under which Sellers hold or have granted rights to, or are binding on, the Real Property including all amendments, notices and renewables thereto (exclusive of noncurrent term extensions) (collectively, the "Real Property Agreements") and, together with the fee interests held by Sellers, describe all Real Property used, or held for use, in, or necessary for, Buyer's possession, use or occupancy of, the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center. Except as set forth in Schedule 4.7, all such Real Property Agreements are valid and in force and effect. There is not, with respect to any Real Property Agreement, any material breach or event of default or an event which has occurred and which (whether with or without notice, lapse of time or both) would constitute a default existing on the part of the Sellers, or to the Knowledge of Sellers, on the part of any other party thereto.

4.8 Insurance. Schedule 4.8 lists all material insurance policies maintained as of the Contract Date by Sellers with respect to the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, including the Available Insurance Policies, with the term, limits, and subject to the indicated deductibles with the insurance carriers as set forth in as set forth in Schedule 4.8. Schedule 6.18.3 lists the Available Insurance Policies with the term, limits, and subject to the indicated deductibles with the insurance carriers as set forth in Schedule 6.18.3. Except as set forth in Schedule 4.8, all Available Insurance Policies covering the Assets, the nuclear liability insurance policies from ANI and other forms of insurance relating to the Assets are in full force and effect, all premiums with respect thereto covering all periods up to and including the Contract Date have been paid (other than retroactive premiums which may be payable with respect to the ANI policy), and no written notice of cancellation, nonrenewal or termination has been received with respect to any such policy which was not replaced on substantially similar terms prior to the date of such cancellation.

4.9 Environmental Matters.

4.9.1 Set forth in Schedule 4.9.1 is a list of the material Environmental Permits required for the ownership and possession of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center held by Sellers as of the Contract Date.

4.9.2 Sellers have delivered true and complete copies of the Characterization Reports within Sellers' possession or control to Buyer prior to the Contract Date. With respect to the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, except as disclosed in Schedule 4.9.2 (including in the Characterization Reports listed therein):

4.9.2.1 There are no proceedings pending or, to the Knowledge of GE, threatened in writing alleging that Sellers are responsible for Environmental Liabilities (other than those under Nuclear Laws) that, if adversely determined, would reasonably be expected to have a Seller Material Adverse Effect;

4.9.2.2 There are no proceedings pending or, to the Knowledge of GE, threatened in writing that would reasonably be expected to result in the revocation, termination, modification or amendment of any such material Environmental Permit, and, for the three years preceding the Contract Date, GE has not failed to make in a timely fashion any application or other filing required for the renewal of any such Environmental Permit which failure would reasonably

be expected to result in such Environmental Permit's termination or being revoked, terminated, suspended or adversely modified, and where such termination, revocation, suspension, or modification would reasonably be expected to have a Seller Material Adverse Effect;

4.9.2.3 To the Knowledge of GE, the Vallecitos Nuclear Center is, and has been for the past three years preceding the Contract Date, in compliance in all material respects with all terms, conditions and provisions of, and GE has not received any written notice from any Governmental Authority that it is not or has not been in material compliance (except for any such non-compliance that has been cured in all material respects) with all applicable Environmental Laws and all Environmental Permits listed in Schedule 4.9.1, in each case, except as would not reasonably be expected to have a Seller Material Adverse Effect;

4.9.2.4 There are no Environmental Claims pending or, to the Knowledge of GE or GEH, threatened in writing against GE or GEH, with respect to the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center that would reasonably be expected to have a Seller Material Adverse Effect; and

4.9.2.5 To the Knowledge of GE, Seller has not caused any Releases of Hazardous Substances at the Vallecitos Nuclear Center in the three (3) years preceding the Contract Date that would be reasonably likely to give rise to an Environmental Claim against Sellers or require Remediation under applicable Environmental Law that, in either case, would reasonably be expected to have a Seller Material Adverse Effect.

4.9.3 The representations and warranties set forth in this Section 4.9 are Sellers' sole and exclusive representations and warranties regarding any environmental, health, and safety matters and Environmental Laws.

4.10 Certain Contracts and Arrangements.

4.10.1 Neither Seller is, as of the Contract Date, a party to any contract, agreement, Tangible Personal Property lease, commitment, understanding or instrument (each a "Contract") which is material to the ownership, present use, maintenance or possession of, or access to, the Assets or the Decommissioning of the Assets, including the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center, except for: (i) those Contracts listed in Schedule 4.10.1, (collectively the "VNC Contracts"); (ii) Contracts that do not individually obligate Sellers to pay or repay, or that entitle Sellers to receive, an amount in cash, goods, rights, services, property or materials of [ ] or more in any consecutive twelve (12) month period (or [ ] or more in the aggregate) or Contracts that do not have a term of twelve (12) consecutive months of more; (iii) any Contracts with owners of Spent Nuclear Fuel and HLW that Sellers have not been able to locate as of the Contract Date and of which Sellers have no Knowledge; and (iv) the VNC Leases.

4.10.2 Sellers have delivered, or have caused to be delivered, to Buyer true, complete and correct copies (or in the case of oral VNC Contracts, summaries (in reasonable detail of all material provisions)) of the VNC Contracts (in each case as amended or modified to date). Each such VNC Contract is valid, binding and enforceable agreement of the applicable Seller or its Affiliates, as applicable, subject to bankruptcy, insolvency, fraudulent transfer, reorganization,

moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles, and is in full force and effect.

4.10.3 Except as set forth on Schedule 4.10.3, (i) no breach, violation, default or event exists with respect to any of the VNC Contracts that, with notice or lapse of time or both, would constitute a default on the part of Sellers, or to the Knowledge of Sellers, on the part of any of the parties thereto, except for any such breach or default that, individually or in the aggregate would not reasonably be expected to have a Seller Material Adverse Effect; and (ii) no party to any of the VNC Contracts has provided written notice of its intent to exercise any termination rights with respect thereto or, to the Knowledge of Sellers, threatened in writing to cancel such relationship, other than in the ordinary course or for any such termination rights or cancelations that would not have, individually or in the aggregate, a Seller Material Adverse Effect.

4.10.4 The consummation of the transactions contemplated hereby and the Ancillary Agreements will not require under any VNC Contract a consent or approval from any Person other than those listed in Schedule 4.3.1, except in each case for those consents and approvals which would not have, individually or in the aggregate, a Seller Material Adverse Effect.

4.10.5 All leases, lease amendments, lease guaranties, work letter agreements, improvement agreements, subleases, assignments, licenses and other agreements relating to rights of occupancy of the Real Property that will survive the Closing Date and any amendments thereto are accurately described on Schedule 4.10.5 attached hereto (the "VNC Leases"). Seller has delivered to Buyer true, correct and complete copies of all of the Leases. No breach, violation, default or event exists with respect to any of the VNC Leases that, with notice or lapse of time or both, would constitute a default on the part of Sellers, or to the Knowledge of Sellers, on the part of any of the parties thereto, except for any such breach or default that, individually or in the aggregate would not reasonably be expected to have a Seller Material Adverse Effect. No party to any of the VNC Leases has provided written notice of its intent to exercise any termination rights with respect thereto or, to the Knowledge of Sellers, threatened in writing to cancel such relationship, other than in the ordinary course or for any such termination rights or cancelations that would not have, individually or in the aggregate, a Seller Material Adverse Effect.

4.11 Legal Proceedings. As of the Contract Date, there is no suit, claim, action, arbitration, audit, hearing, inquiry, prosecution, contest, examination, investigation, litigation or other proceeding pending, at Law or in equity, or before or by any Governmental Authority, or, to the Knowledge of Sellers, threatened against or relating to Sellers or any of their Affiliates which relates, in whole or in part, to the Assets or Assumed Liabilities and which, individually or in the aggregate, would reasonably be expected to be material to Sellers' ownership or operation of the Assets. None of the Sellers or their Affiliates (in respect of the Assets or Assumed Liabilities), the Assets, or the Assumed Liabilities is subject to any material unsatisfied settlement, stipulation, order, writ, judgment, injunction, decree, ruling, determination or award of any court or of any Governmental Authority.

4.12 Permits; Compliance with Applicable Laws.

4.12.1 Sellers have all material permits, licenses, registrations, certificates, franchises and other governmental authorizations, consents and approvals used in, or necessary for

the ownership, lease, use, or possession of, the Assets by Sellers as of the Contract Date (the "Permits"); provided that "Permits" does not include the Environmental Permits, the NRC Licenses, and the California Licenses which are addressed exclusively in Sections 4.9, 4.13, and 4.14, respectively. Sellers have not received any written notification which remains unresolved that it is in violation of any of such Permits applicable to the Assets and no Governmental Authority is threatening in writing to revoke, adversely modify or impose any condition or sanction in respect of any such Permit or has commenced proceedings to revoke, adversely modify or impose any condition or sanction in respect of any such Permit. Sellers are, and have been during the three (3) year period prior to the date hereof, in compliance with all Permits and Laws of any Governmental Authority applicable to the Assets, excepting any such failures in compliance or violations that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

4.12.2 Schedule 4.12.2 sets forth all Permits, other than Transferable Permits, applicable to the Assets.

4.13 NRC Licenses. GEH holds the NRC Licenses (as may be amended as provided under Section 6.1.2) for the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, which are all of the licenses, permits, consents and approvals from NRC that are necessary for the ownership, operation, and possession of the Vallecitos Licensed Facilities pursuant to the requirements of all Nuclear Laws. GEH has not received any written notification which remains unresolved that it is in violation of any of the NRC Licenses, or any order, rule, regulation, or decision of the NRC with respect to the Assets. Sellers are in material compliance with all Nuclear Laws, except for violations which, individually or in the aggregate, would not reasonably be expected to have a Seller Material Adverse Effect.

4.14 California Licenses. GEH holds all licenses, permits, and other consents and approvals from the State of California that are applicable to the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center and that are necessary to the ownership and possession of the Vallecitos Licensed Facilities (the "California Licenses"), pursuant to the requirements of all Nuclear Laws and as set forth in Schedule 4.14. GEH has not received any written notification which remains unresolved that it is in violation of any of the California Licenses, or any order, rule, regulation, or decision of the State of California with respect to the Assets. Sellers are in material compliance with all Nuclear Laws, except for violations which, individually or in the aggregate, would not reasonably be expected to have a Seller Material Adverse Effect.

4.15 Tax Matters. Except with respect to the portion of the Assets that are part of the NDF: all material Tax Returns of a Seller required to be filed for taxable periods ended prior to the Closing Date regarding the ownership, possession or use of the Assets have been filed and are true, correct, and complete in all material respects; and all material Taxes due and attributable to the ownership, possession or use of the Assets have been paid, except where such Taxes are being contested in good faith through appropriate proceedings; no notice of deficiency or assessment has been received from any taxing authority with respect to any liabilities for Taxes of a Seller attributable to the ownership, possession, or use of the Assets that has not been fully paid or finally settled, except for matters that are being contested in good faith through appropriate proceedings; there are no liens (other than Permitted Encumbrances) on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax or file any Tax Return; except as

set forth on Schedule 4.15, there are no discussions, audits or proceedings currently pending or threatened by any Governmental Authority for the assessment or collection of Taxes attributable to the ownership, possession or use of the Assets (and neither any of the Sellers nor any of their respective Affiliates has received written notice of any such proceeding); with respect to jurisdictions in which the Sellers and their respective Affiliates have not filed Tax Returns, no claim for the assessment or collection of Taxes that are due and unpaid has been asserted against Sellers or their respective Affiliates with respect to the Assets; since January 1, 2020, Seller has not made any payments to any Governmental Authority in lieu of any Taxes, and there are no such payments which would become payable in connection with the transactions contemplated by this Agreement, with respect to the Real Property or the Tangible Personal Property included in the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center; Sellers initially obtained the Assets for their own use, and the transactions contemplated by this Agreement are outside the course of Seller's regular business as it relates to the Assets; Seller has not participated in a transaction with respect to the Assets that is described as a "listed transaction" within the meaning of Treasury Regulation § 1.6011-4(b)(2).

4.16 NDF.

4.16.1 At the time of the Closing, the NDF will be a trust established under the NDF Trust Agreement that validly exists under the Laws of the Commonwealth of Pennsylvania, with all requisite authority to conduct its affairs as it now does. The NDF is in compliance in all material respects with all applicable Nuclear Laws.

4.16.2 At the time of the Closing, the NDF will (i) be a grantor trust for Income Tax purposes pursuant to Sections 671- 678 of the Code and (ii) has never been classified as a regarded entity for Income Tax purposes.

4.16.3 Subject only to the receipt of Seller's Required Regulatory Approvals and the terms of the NDF Trust Agreement, Sellers have or as of the Closing will have all requisite authority to cause the assets of the NDF to be transferred to the Buyer.

4.16.4 At the time of the Closing, the Assets in the NDF shall be comprised as provided in Section 6.13.1.

4.16.5 As of the Closing, there are no (i) Liabilities that may materially affect the financial position of the NDF or (ii) Encumbrances for Income Taxes upon the assets of the NDF other than statutory liens for Income Taxes not yet due and payable.

4.17 Payment of Fees.

4.17.1 Sellers have paid all Spent Nuclear Fuel Fees and all Liabilities under the GEH Standard Spent Fuel Disposal Contract, including the obligations relating to payment of the one-time fees (principal plus interest) required to be paid under the GEH Standard Spent Fuel Disposal Contract.

4.17.2 Sellers have paid all Liabilities for DOE Decontamination and Decommissioning Fees relating to Nuclear Fuel at the Vallecitos Nuclear Center prior to the Closing Date.

4.18 Exclusivity of Representations and Warranties. Neither Seller nor any of their respective Affiliates or Representatives are making any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to the Assets, the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center (including any maintenance, repair, condition, design, performance, profitability, projections, value, merchantability or fitness for any particular purpose of the Assets, the Vallecitos Licensed Facility or the Vallecitos Nuclear Center), except as otherwise expressly set forth in this ARTICLE IV or in any certificate delivered pursuant to this Agreement or any Ancillary Agreement, and Sellers hereby disclaim any such other representations or warranties.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers, as of the date hereof and as of the Closing Date, as follows:

5.1 Organization; Qualification. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware. Buyer has all requisite limited liability power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Buyer has heretofore delivered or made available to Sellers complete and correct copies of its certificate of formation and operating agreement as currently in effect. Buyer is, or on the Closing Date will be, qualified to conduct business in the State of California.

5.2 Buyer Capability. Buyer is financially capable and properly qualified to undertake and perform its obligations under this Agreement and the Ancillary Agreements, and is properly licensed, equipped, and organized to do so. The audited financial statements of the Parent Guarantor and its consolidated subsidiaries as of and for the years ended December 31, 2020, and December 31, 2021, and the unaudited financial statements of the Parent Guarantor and its consolidated subsidiaries as of and for the year ended December 31, 2022, heretofore furnished by Buyer to Sellers, are true and correct and present fairly, accurately, and completely the financial position of the Parent Guarantor as of the dates and for the periods for which the same have been furnished, and all such financial statements have been prepared pursuant to and in accordance with GAAP applied on a consistent basis.

5.3 Authority. Buyer has full corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated hereby or thereby. The execution and delivery of this Agreement and the Ancillary Agreements as applicable, and the consummation of the transactions contemplated hereby or thereby, have been duly and validly authorized by all necessary corporate action required on the part of each of Buyer and Parent Guarantor, and no other corporate proceedings on the part of Buyer or Parent Guarantor are necessary to authorize this Agreement and the Ancillary Agreements, as applicable, or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly

and validly executed and delivered by Buyer, and assuming that this Agreement constitutes a valid and binding agreement of Sellers and, subject to the receipt of Buyer's Required Regulatory Approvals, constitutes a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles. Each of the Ancillary Agreements, when executed and delivered at the Closing by Buyer, will constitute a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

5.4 Membership Interests. All of the issued and outstanding membership interests in Buyer are, directly or indirectly, owned by Parent Guarantor.

5.5 Consents and Approvals; No Violation.

5.5.1 Subject to the receipt of Buyer's Required Regulatory Approvals, neither the execution and delivery of this Agreement and the Ancillary Agreements by Buyer nor the consummation of the transactions contemplated hereby or thereby will (i) conflict with or result in any breach of any provision of the certificate of formation or operating agreement of Buyer; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Buyer is a party or by which any of its assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, have a material adverse effect on the business, assets, operations or condition (financial or otherwise) of Buyer or on the ability of Buyer to perform its obligations hereunder or under the Ancillary Agreements (a "Buyer Material Adverse Effect"); or (iii) violate any Laws applicable to Buyer, which violations, individually or in the aggregate, would create a Buyer Material Adverse Effect.

5.5.2 Except as set forth in Schedule 5.5.2, no declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for the execution of this Agreement and the Ancillary Agreements and the consummation by Buyer of the transactions contemplated by this Agreement or the Ancillary Agreements, other than (i) such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not obtained or made, will not, individually or in the aggregate, create a Buyer Material Adverse Effect; or (ii) such declarations, filings, registrations, notices, authorizations, consents or approvals which become applicable to Buyer as a result of the specific regulatory status of Sellers (or any of its Affiliates) or the result of any other facts that specifically relate to the business or activities in which Sellers (or any of its Affiliates) is or proposes to be engaged.

5.6 Legal Proceedings. There are no claims, actions, proceedings or investigations pending or, to the Knowledge of Buyer, threatened against Buyer before any court, arbitrator, mediator or Governmental Authority which, individually or in the aggregate, would reasonably be expected to (i) result in a Buyer Material Adverse Effect; (ii) prohibit or restrain the performance

by Buyer of this Agreement or any of the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby. Buyer is not subject to any outstanding Governmental orders which would have a Buyer Material Adverse Effect.

5.7 Absence of Buyer Material Adverse Effect; Liabilities. Except as disclosed in Schedule 5.7 or the financial statements described in Section 6.2.2, Buyer has not incurred debt for borrowed money or guaranteed the indebtedness of any other Person. Buyer has no assets or Liabilities, other than assets represented by capital contributed to Buyer by Parent Guarantor and its Affiliates and assets and Liabilities existing by reason of this Agreement or the Ancillary Agreements. As of the Contract Date, Buyer has not incurred, created or assumed any Encumbrance on any of its properties, revenues or rights, whether now owned or hereafter acquired except those created in this Agreement of the Ancillary Agreements. Prior to the Contract Date, none of Buyer or its Affiliates have taken any action that would be in contravention of Section 6.2.1 if it had occurred following the Contract Date.

5.8 Transfer of Decommissioning Funds. The NDF and the NDF Trust Agreement will satisfy the NRC's requirements for decommissioning trust provisions in 10 C.F.R. §§ 50.75(h)(1) and 50.82(a)(8) as well as the requirements under the Laws of the State of California.

5.9 Foreign Ownership or Control. Buyer conforms to the restrictions on foreign ownership, control or domination contained in Sections 103d and 104d of the Atomic Energy Act of 1954, as applicable, and the NRC's regulations in 10 C.F.R. § 50.38. Buyer currently is not owned, controlled or dominated by a foreign entity and neither will become owned, controlled, or dominated by a foreign entity before the Closing.

5.10 Permit Qualifications. Buyer will be, as the owner of the Assets, qualified to hold all of the Permits and Environmental Permits.

5.11 Buyer's Reliance. Buyer has not relied and is not relying on any statement, representation or warranty, oral or written, express or implied (including any representation or warranty as to merchantability or fitness for a particular purpose), made by any Seller or any of their Affiliates or Representatives, except as expressly set forth in this Agreement, any Ancillary Agreement and in any certificate delivered pursuant hereto or thereto.

ARTICLE VI
COVENANTS OF THE PARTIES

6.1 Sellers' Conduct of Business Relating to the Assets.

6.1.1 During the Pre-Closing Period, except for the matters set forth on Schedules 6.1.1 and 6.14, Sellers shall operate, use and maintain, or cause to be operated, used and maintained, the Assets, including without limitation, the Vallecitos Licensed Facilities, the Vallecitos Nuclear Center and the Hillside Storage Facility, in a manner consistent with the ordinary course of nuclear facilities entering decommissioning consistent with Good Industry Practices and in compliance in all material respects with applicable Laws, the NRC Licenses, Permits and Environmental Permits; it being understood that any actions deemed reasonably necessary in the operation, use and maintenance of the Assets in accordance with Good Industry

Practices or any NRC Commitments shall be deemed to be in the ordinary course. Without limiting the generality of the foregoing, and, except as contemplated in this Agreement during the Pre-Closing Period and any NRC Commitments, without the prior written consent of Buyer (unless the requirement for such consent would be prohibited by Law), which consent will not be unreasonably withheld, conditioned or delayed, Sellers shall not directly or indirectly do, and shall not issue any consent or otherwise take any action that permits, any of the following with respect to the Assets:

6.1.1.1 sell, lease, pledge, mortgage, assign, encumber, restrict, dispose of, or otherwise transfer or grant any right with respect to the Assets other than granting or suffering to exist a Permitted Encumbrance;

6.1.1.2 except as set forth in Schedule 6.1.1, materially amend or extend or voluntarily terminate prior to the expiration date thereof any of VNC Contracts or the Real Property Agreements, VNC Leases or any material Permit or Environmental Permit or waive any default by any other party thereto, other than (i) as may be required to secure the transfer, reissuance or procurement (either partial or in full) of any such Permit or Environmental Permit; (ii) in the case of VNC Contracts (other than any VNC Contract with DOE), with cause to the extent consistent with Good Industry Practices and with prior written notice to Buyer; or (iii) as may be required in connection with Sellers' obligations to Buyer under this Agreement;

6.1.1.3 fail to maintain in effect or amend any Available Insurance Policy issued for the benefit of the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center in a manner outside of Good Industry Practices;

6.1.1.4 move any Nuclear Materials or Hazardous Substances to the Vallecitos Nuclear Center;

6.1.1.5 make any material improvements or modifications outside the ordinary course of business to the Vallecitos Licensed Facilities, Vallecitos Nuclear Center or the Hillside Storage Facility, except for Decommissioning activities within the scope of the Pre-Closing Decommissioning Activities or as required by Law;

6.1.1.6 incur any material obligation or commitment related to the Assets, other than Excluded Liabilities or those (a) conducted by Buyer or its contractors, (b) those incurred by Sellers in the ordinary course of business and in accordance with Good Industry Practices, (c) exigent or emergent expenses incurred by Sellers in accordance with Good Industry Practices or (d) as otherwise expressly permitted or excepted by this Section 6.1.1;

6.1.1.7 (a) settle or compromise any claim, suit, action, litigation, arbitration, mediation, or other proceeding (whether civil or criminal, administrative, regulatory or otherwise) (collectively "Action") that results in an increase in any material respect to the Assumed Liabilities existing on the Contract Date or (b) waive, terminate or release any material Action or material right that is part of the Assets or Assumed Liabilities against any other Person;

6.1.1.8 except as required by any Law or generally accepted accounting principles, or as specifically contemplated in this Agreement, change, in any material respect, their

Tax practices or policies with respect to the Assets (including making new Tax elections or changing Tax elections and settling Tax controversies not in the ordinary course of business) or make any change in any method or accounting or accounting practice with respect to the Assets, in each case to the extent such change or settlement would be binding on Buyer; or

6.1.1.9 agree to enter into any of the transactions set forth in the foregoing provisions of this Section 6.1.1.

6.1.2 Without limiting anything to the contrary in Section 6.1.1, Sellers shall:

6.1.2.1 use Commercially Reasonable Efforts to obtain an estoppel certificate (or similar release), dated as of a recent date preceding the Closing Date, from any Person (other than the Buyer or its Affiliates) performing any Pre-Closing Decommissioning Activities pursuant to a contract or agreement that will be part of the Assets (as Assumed Contracts or otherwise) or evidences any of the Assumed Liabilities, signed by a duly authorized representative of such Person, and certifying that the contract or agreement with such Person in respect of such Pre-Closing Decommissioning Activities is in full force and effect, that there are no existing defaults by GEH under such contract or agreement, and to the knowledge of such Person, no event has occurred which (whether with or without notice, lapse of time or both) would constitute a default by such Person under such contract or agreement;

6.1.2.2 prior to or within a reasonable time after the Contract Date, but in any event prior to the Closing Date, (i) permanently cease operations of the Nuclear Test Reactor and (ii) transition the Nuclear Test Reactor to a "cold" or non-active status, (iii) provide written certification of the cessation of operations to the NRC, and (iv) submit a request to amend the Nuclear Test Reactor license to the NRC to authorize possession only, and to take such steps as are necessary to permanently disable the ability to restart the reactor;

6.1.2.3 Use Commercially Reasonable Efforts to renew permits referenced in Item 1 of Schedule 6.1.2; and

6.1.2.4 Exercise its termination right as indicated in Item 1 of Schedule 6.1.1 and not renew the agreement listed in Item 2 of Schedule 6.1.1.

6.2 Buyer's Conduct of Business.

6.2.1 During the Pre-Closing Period, Buyer shall not:

6.2.1.1 Sell or transfer the membership interests in Buyer to any third party, without the prior written consent of Sellers;

6.2.1.2 Engage in any business activity or incur any Liability by or on behalf of Buyer, except as necessary in connection with the transactions contemplated by this Agreement;

6.2.1.3 Be or become owned, controlled or dominated by a foreign entity; or

6.2.1.4 Agree to take any action or enter into any transaction that would violate the foregoing provisions of this Section 6.2.1.

6.2.2 During the Pre-Closing Period, Buyer shall deliver to Sellers:

6.2.2.1 As soon as available and in any event within sixty (60) days after the end of each of the first three quarters of each fiscal year of the Parent Guarantor during the Pre-Closing Period, a copy of the Parent Guarantor unaudited, reviewed consolidated balance sheet as of the end of such quarter and the related consolidated statement of income and cash flow statement of the Parent Guarantor for the portion of the fiscal year ending on the last day of such quarter, in each case prepared in accordance with GAAP, (subject to the absence of footnotes and to year-end audit adjustments), together with a certificate of the chief financial officer of the Parent Guarantor to the effect that such financial statements fairly present, in all material respects, the consolidated financial condition of the Parent Guarantor as of the date thereof and results of operations for the period then ended;

6.2.2.2 As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of the Parent Guarantor during the Pre-Closing Period, an audited copy of the consolidated balance sheet of the Parent Guarantor as of the last day of such fiscal year and the related audited consolidated statements of income, retained earnings, cash flows, and notes to consolidated financial statements of the Parent Guarantor for such fiscal year, in each case prepared in accordance with GAAP, together with an opinion of certified public accountants of recognized national standing.

6.3 Access to Information.

6.3.1 During the Pre-Closing Period, Sellers will, during ordinary business hours, upon reasonable notice and subject to compliance with all applicable NRC rules and regulations and other applicable Laws (i) give Buyer and Buyer's Representatives reasonable access to all Sellers management personnel engaged in the management of the Assets and all business books and records with respect to the Assets and Assumed Liabilities as well as plants, offices and other facilities and properties constituting the Assets; (ii) permit Buyer to make such reasonable inspections thereof as Buyer may reasonably request; (iii) furnish Buyer with such financial information, operational data and other information with respect to the Assets and Assumed Liabilities in possession of Sellers as Buyer may from time to time reasonably request; provided that, Sellers shall not be required to create analyses or information, convert documents to electronic format in bulk, or conduct searches of physical records, but will provide reasonable access at its offices to its physical records for Buyer to conduct such searches; and (iv) furnish Buyer a copy of each material report, schedule or other document filed or received by Sellers with respect to the Assets and Assumed Liabilities with the NRC or any other Governmental Authority having jurisdiction over any of the Assets, including the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center, including since the date of this Agreement; provided, however, that (a) any such investigation shall be conducted in such a manner as not to interfere unreasonably with the use or management of the Vallecitos Licensed Facilities; (b) Sellers shall not be required to take any action which would constitute a waiver of the attorney-client privilege; (c) Sellers need not supply Buyer with any information that Sellers are legally or contractually (pursuant to any agreement delivered to Buyer prior to the Contract Date, provided that Buyer shall be entitled to ask Sellers

to use Commercially Reasonable Efforts to obtain consent from the contractual counterparty to the extent such prohibition exists) prohibited from supplying; and (d) Sellers shall not be required to take, or cause to be taken, any sampling, testing or other intrusive indoor or outdoor investigation of soil, subsurface strata, surface water, groundwater, sediments or ambient air or other media at or in connection with any plants, facilities or properties. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not conduct any environmental investigation at the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center (including any sampling, testing or other intrusive indoor or outdoor investigation of soil, subsurface strata, surface water, groundwater, sediments, building materials, ambient air or anything else at or in connection with any such property), except with the prior written consent of the Sellers, which shall be given at the sole discretion of Sellers.

6.3.2 Buyer agrees that, prior to the Closing Date, it will not contact with any vendors, suppliers, employees, or other contracting parties of Sellers or Sellers' Affiliates with respect to any aspect of the Assets, including the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center, or the transactions contemplated hereby, without the prior written consent of Sellers, which consent shall not be unreasonably withheld, conditioned or delayed.

6.4 Protection of Proprietary Information.

6.4.1 From and after the Contract Date: (i) Buyer shall use and disclose, and shall cause their Representatives, including Parent Guarantor, to use and disclose, Sellers Proprietary Information only to the extent necessary to consummate the transactions contemplated by, and perform their obligations under, this Agreement and the Ancillary Agreements; and (ii) Sellers shall use and disclose, and shall cause its Representatives to use and disclose, Buyer's Proprietary Information only to the extent necessary to consummate the transactions contemplated by, and perform its obligations under, this Agreement and the Ancillary Agreements. Any disclosure to third parties by either Sellers or Buyer shall only be made subject to confidentiality agreements with such third parties that are at least as stringent as the requirements of this Section 6.4. If the Closing occurs, the obligations of the Parties under this Section 6.4.1 shall expire as of the Closing Date.

6.4.2 Upon Buyer's or Sellers' (as the case may be) prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), Sellers, or Buyer or Parent Guarantor (as the case may be) may provide Proprietary Information of any other Party to the NRC or any other Governmental Authority having jurisdiction over the Assets or any portion thereof, as may be necessary to obtain Sellers' Required Regulatory Approvals or Buyer's Required Regulatory Approvals, respectively. The disclosing Party shall seek confidential treatment for the Proprietary Information provided to any such Governmental Authority and the disclosing Party shall notify the other Party whose Proprietary Information is to be disclosed, as far in advance as reasonably practical, of its intention to release to any Governmental Authority any such Proprietary Information. In the event that disclosure of Proprietary Information is required by order of a court or other Governmental Authority or by subpoena or other similar legal process, the Party subject to such order, subpoena or other legal process shall, to the extent permitted by Law, notify the other Party whose Proprietary Information is to be disclosed and the Parties shall consult and cooperate in seeking a protective order or other relief to preserve the confidentiality of Proprietary Information.

6.4.3 Sellers or Buyer or Parent Guarantor (as the case may be) may, without the prior consent of the other Party, disclose Proprietary Information of any other Party as may be necessary to comply generally with any applicable Laws or with the rules of any applicable stock exchange. The disclosing Party shall notify the other Party whose Proprietary Information is to be disclosed, as far in advance as reasonably practical, of its intention to release to any third party any such Proprietary Information.

6.4.4 Notwithstanding anything to the contrary in the foregoing, nothing in this Section 6.4 authorizes or permits Buyer or Parent Guarantor to disclose any Third-Party Proprietary Information that Buyer or Parent Guarantor obtains as part of the Sellers Proprietary Information to any other Person. Buyer and Parent Guarantor each acknowledge and agree that to the extent Sellers are prohibited or restricted by any non-disclosure or confidentiality obligation to any third party from disclosing any Third-Party Proprietary Information to Buyer or Parent Guarantor, Sellers shall have the right to not disclose such Third-Party Proprietary Information to Buyer and Parent Guarantor until Buyer and Parent Guarantor have reached agreement with such third party and such third party has notified Sellers in writing that Sellers may disclose such Third-Party Proprietary Information to Buyer and Parent Guarantor. Sellers shall notify Buyer if there is any Third-Party Proprietary Information of which Sellers are aware that Sellers are prohibited or restricted from disclosing to Buyer or Parent Guarantor, and advise Buyer and Parent Guarantor of such third party so that Buyer and Parent Guarantor may make appropriate arrangements with such third party. Sellers' failure to disclose any Third-Party Proprietary Information pursuant to this Section 6.4.4 shall not serve as the basis for a claim of any breach of a representation, warranty or other obligation of Sellers hereunder.

6.4.5 The Confidentiality Agreement shall terminate and be of no further force or effect after the Closing Date except for remedies for any breach of the Confidentiality Agreements arising prior to the Closing Date. After the Closing Date, Sellers shall keep confidential all Proprietary Information provided by Buyer or Parent Guarantor or which Sellers possesses with respect to the Assets, to the extent permitted by Law, and to the same extent and under the same conditions applicable to the obligations of Buyer and Parent Guarantor prior to the Closing Date with respect to Sellers Proprietary Information (other than Third-Party Proprietary Information) as contained in this Agreement. After the Closing Date, Buyer and Parent Guarantor shall keep confidential all Proprietary Information provided by Sellers or which Buyer or Parent Guarantor possesses with respect to the Assets, to the extent permitted by Law, and to the same extent and under the same conditions applicable to the obligations of Sellers prior to the Closing Date with respect to Buyer's Proprietary Information as contained in this Agreement, except that Buyer and Parent Guarantor's obligations with respect to any Third-Party Proprietary Information obtained by Buyer or Parent Guarantor as part of the Sellers Proprietary Information shall be subject to Section 6.4.4.

6.4.6 If this Agreement is terminated before the Closing, Buyer and Parent Guarantor shall, within thirty (30) days after receipt of a written request from Sellers, at their option, return or destroy (with such destruction to be certified following Sellers' request) Sellers Proprietary Information in the possession or control of Buyer or Parent Guarantor or their Representatives, and Sellers shall, within thirty (30) days after receipt of a written request from Buyer or Parent Guarantor, at their option, return or destroy (with such destruction to be certified

following Sellers' request) Buyer's Proprietary Information in the possession or control of Sellers or its Representatives. Notwithstanding the foregoing, a recipient or another Party's Proprietary Information shall not be required to return or destroy such other Party's Proprietary Information to the extent that (i) it directly relates to a matter that is or is expected to be the subject of litigation or claims, (ii) is commingled with other electronic records that are collected and maintained in a separate secure facility as part of information technology backup procedures in accordance with the normal course of business, (iii) is included in a Party's disclosures to its or its Affiliate's board of directors or similar governing body or the records of deliberations of such body in connection with the consideration of the authorization and approval of this Agreement and the transactions contemplated hereby, (iv) the recipient is required to retain such Proprietary Information under applicable Law, or (v) the recipient is a legal or other professional advisor to a Party with professional responsibilities to maintain client confidences.

6.5 Expenses. Except to the extent specifically provided herein, whether or not the transactions contemplated hereby are consummated, each Party shall bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the cost of legal, technical and financial consultants, and the cost of filing for and prosecuting applications for in the case of Sellers, Sellers' Required Regulatory Approvals, and in the case of Buyer, Buyer's Required Regulatory Approvals.

6.6 Further Assurances; Cooperation.

6.6.1 Subject to the terms and conditions of this Agreement, each of the Parties shall use Commercially Reasonable Efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the sale, transfer, conveyance and assignment of the Assets, the assignment and assumption of the Assumed Liabilities, and the exclusion of the Excluded Liabilities and the Excluded Assets, including using Commercially Reasonable Efforts to ensure all of Sellers' Required Regulatory Approvals and Buyer's Required Regulatory Approvals are obtained, and the conditions precedent to each Party's obligations hereunder are satisfied. Without limiting the generality of the foregoing, from time to time after the Closing, Sellers and Buyer shall execute and deliver such documents as the other Party may reasonably request, without further compensation and at their own respective expense, in order to more effectively evidence the transfer, conveyance and assignment, of the Assets, Buyer's assumption of the Assumed Liabilities or to more effectively vest in Buyer such title to the Assets, subject to the Permitted Encumbrances. Except as may be required by Law, neither Buyer or Parent Guarantor nor Sellers shall, without the prior written consent of the others, advocate or take any action which would reasonably be expected to prevent or materially impede, interfere with or delay the transactions contemplated by this Agreement or which could reasonably be expected to cause, or to contribute to causing, the other Party or Parties to receive less favorable regulatory treatment than that sought by the Party or Parties.

6.6.2 At the Closing and to the extent that Sellers' rights under any VNC Contract may not be assigned without the consent of another Person which consent has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Sellers and Buyer shall use Commercially Reasonable Efforts for a reasonable period of time after Closing to obtain any such required

consent(s) as promptly as possible. During such reasonable period of time, the applicable Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would, in compliance with Law, obtain the benefits and assume the Liabilities and bear the economic burdens associated with such VNC Contract in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which the applicable Seller would enforce for the benefit (and at the expense) of Buyer any and all of its rights against a third party (including any Governmental Authority) associated with such VNC Contract, and such Seller Party would promptly pay to Buyer when received all monies received by it under any such VNC Contract. The Parties shall each be responsible for their respective costs in connection with the assignment of VNC Contracts; provided that Buyer shall be solely responsible for the payment of any fee or other charge required to be paid to obtain any required consent from a third party in connection with any such assignment. Once the required consent is obtained, the applicable Seller shall assign the VNC Contract to Buyer for no additional consideration. Nothing in this Section 6.6 shall affect the Buyer's obligation to indemnify Sellers, as and from Closing, or Assumed Liabilities relating to any VNC Contract.

6.7 Public Statements. None of the Parties or any of their respective Affiliates or Representatives shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or any Ancillary Agreement or the transactions contemplated hereby and thereby without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed), except as a Party believes in good faith and based on reasonable advice of counsel is required by Law or by applicable rules of any stock exchange or quotation system on which such Party or its Affiliates lists or trades securities (in which case the disclosing Party will use its Commercially Reasonable Efforts to (a) advise the other Parties before making such disclosure and (b) provide such other Parties a reasonable opportunity to review and comment on such release or announcement and consider in good faith any comments with respect thereto). None of the Parties or any of their respective Affiliates or Representatives shall make publicly available this Agreement or any Ancillary Agreement (or any portion thereof) (whether before or after the Closing) without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed), except as a Party believes in good faith and based on reasonable advice of counsel is required by Law or by applicable rules of any stock exchange or quotation system on which such Party or its Affiliates lists or trades securities (in which case the disclosing Party will use its Commercially Reasonable Efforts to advise the other Parties before making such disclosure and, upon the request of any other Party, the Parties will work together in good faith to agree and pursue appropriate confidential treatment requests with respect to such Transaction Agreements).

6.8 Consents and Approvals.

6.8.1 Sellers and Buyer and Parent Guarantor shall cooperate with each other to, as promptly as practicable after the Contract Date and in any event prior to the Closing Date, communicate with DOE regarding DOE's performance of its obligations under the GEH Standard Spent Fuel Disposal Contract or other policies regarding the acceptance of Special Nuclear Material, including with respect to the highly enriched uranium associated with the Nuclear Test Reactor, and all other HLW, GTCC, and Spent Nuclear Fuel that is subject to this Agreement.

Prior to any Party's communication with DOE regarding the topics described in the first sentence of this Section 6.8.1, such Party shall notify the other Parties of its intent to communicate with DOE (including topics of discussion, time, place, and manner of such communication), obtain the other Parties' consent to such communication, not to be unreasonably withheld, conditioned, or delayed, and provide the other Parties with the opportunity to participate in such communication. The Parties shall consult on the topics to be discussed in any communication with DOE pursuant to this Section 6.8.1, and shall consider in good faith the input of the other Parties' into the contents of such communication.

6.8.2 As promptly as practicable after the Contract Date, Buyer and Sellers, as applicable, shall make the filings necessary to obtain Buyer's Required Regulatory Approvals and Sellers' Required Regulatory Approvals, respectively (which approvals for purposes of this Section 6.8.1 only shall not include the approvals specified in Sections 6.8.3 and 6.8.4). In fulfilling their respective obligations under this Section 6.8.1, Buyer and Sellers shall each use Commercially Reasonable Efforts to effect or cause to be effected any such filings within thirty (30) days after the Contract Date. Prior to any Party's submission of the applications contemplated by this Section 6.8.1, the submitting Party shall provide a draft of such application to the other Party for review and comment and the submitting Party shall in good faith consider any revisions reasonably requested by the reviewing Party. Each Party will bear its own costs of the preparation and review of any such filings; provided that any application fees shall be paid by Buyer.

6.8.3 As promptly as practicable after the Contract Date, Buyer and Sellers shall file with NRC an application requesting consent under Section 184 of the Atomic Energy Act, 10 C.F.R. § 50.80, and 10 C.F.R. § 70.36 for the transfer of the NRC Licenses from GEH to Buyer, approval of any conforming license amendments, the NRC License Amendments, or other related approvals. Buyers and Sellers shall request in their initial regulatory filings a condition of the NRC order granting consent to the transfer that the NDF shall be subject to NRC requirements of 10 C.F.R. § 50.75(f) applicable to power reactor licensees. In fulfilling their respective obligations set forth in the immediately preceding sentence, each of Buyer and Sellers shall use its Commercially Reasonable Efforts to affect any such filing within sixty (60) days after the Contract Date. Without limiting the foregoing, the Parties shall include in the application a request that the NRC require that the NRC impose a license condition as part of its consent to the transfer that the investments in the NDF shall comply with the NRC's requirements in 10 C.F.R. § 50.82(a)(6) and (a)(8). [redacted] Thereafter, Buyer and Sellers shall cooperate with one another to facilitate NRC review of the application by providing the NRC staff with such documents or information that the NRC staff may reasonably request or require any of the Parties to provide or generate.

6.8.4 As promptly as practicable after the Contract Date, Buyer and Sellers shall file with the California Department of Public Health an application requesting consent under the Atomic Energy Act, Section 115000 of the California Health and Safety Code, and California Code of Regulations, Title 17, Division 1, Chapter 5, Subchapter 4, Group 2, Article 5 for the transfer of the California License from GEH to Buyer, and approval of any conforming license amendments or other related approvals. In fulfilling their respective obligations set forth in the

immediately preceding sentence, each of Buyer and Sellers shall use its Commercially Reasonable Efforts to affect any such filing within sixty (60) days after the Contract Date. [redacted] Thereafter, Buyer and Sellers shall cooperate with one another to facilitate State of California Department of Public Health review of the application by providing the State of California Department of Public Health staff with such documents or information that the State of California Department of Public Health staff may reasonably request or require any of the Parties to provide or generate.

6.8.5 Sellers and Buyer and Parent Guarantor shall cooperate with each other to, as promptly as practicable after the Contract Date: (i) prepare and make with any other Governmental Authority having jurisdiction over Sellers, Buyer, Parent Guarantor, the Vallecitos Licensed Facilities, the Vallecitos Nuclear Center or the Assets, all filings required to be made with respect to the transactions contemplated hereby other than as otherwise addressed under this Section 6.8; (ii) use Commercially Reasonable Efforts to obtain the transfer or reissuance to Buyer of all Permits and Environmental Permits; and (iii) use Commercially Reasonable Efforts to obtain all consents, approvals and authorizations of any third parties, in the case of each of the foregoing clauses (i) and (ii), necessary or advisable to consummate the transactions contemplated by this Agreement or required by the terms of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument to which Sellers or Buyer or Parent Guarantor is a party or by which any of their respective assets are bound. The Parties shall respond promptly to any requests for additional information made by such Governmental Authorities and use their respective Commercially Reasonable Efforts to participate in any hearings, settlement proceedings or other proceedings ordered with respect to the applications. [redacted] Sellers and Buyer shall have the right to review in advance all characterizations of the information relating to the transactions contemplated by this Agreement which appear in any filing made in connection with the transactions contemplated hereby, and the filing Party shall consider in good faith any revisions reasonably requested by the non-filing Party.

6.8.6 Buyer shall have the primary responsibility for securing the transfer, reissuance or procurement of the Permits and Environmental Permits effective as of the Closing Date. Sellers shall cooperate with Buyer's efforts in this regard and assist in any transfer or reissuance of a Permit or Environmental Permit held by Sellers or the procurement of any other Permit or Environmental Permit when so requested by Buyer. In the event that Buyer is unable, despite its Commercially Reasonable Efforts, to obtain a transfer or reissuance of one or more of the Permits or Environmental Permits as of the Closing Date, Buyer may use the applicable Permit or Environmental Permit issued to Sellers in the interim for a period of no more than six (6) months until Buyer is able to obtain a transfer, reissuance or new Permit or Environmental Permit, as applicable; provided that: (i) such use by Buyer is explicitly permitted under applicable Law; (ii) Buyer notifies Sellers prior to the Closing Date; (iii) Buyer continues to make Commercially Reasonable Efforts to obtain a transfer or reissuance of such Permit or Environmental Permit after the Closing Date; and (iv) Buyer indemnifies, defends and holds harmless Sellers against any

losses, claims or Liabilities suffered by Sellers in connection with the Permit or Environmental Permit that is not transferred or reissued as of the Closing Date resulting from Buyer's ownership, possession or use of the Assets on and following the Closing Date (and in the case of any claim with respect thereto, the Parties shall follow the procedures described in Section 8.2). In the event that Buyer is unable to obtain necessary issuance or transfer of one or more Permit and/or Environmental Permit within six (6) months of Closing, Buyer and Seller agree to negotiate in good faith regarding potential extension of Buyers right to continue to utilize Permits or Environmental Permits issued to Seller.

6.8.7 Promptly following the submission to the NRC of the application to transfer the NRC Licenses, including the NRC License Amendment request, or such earlier time as Sellers and Buyer agree, Sellers and Buyer shall jointly use Commercially Reasonable Efforts to obtain an IRS private letter ruling from the IRS regarding the transactions contemplated by this Agreement (the "PLR" and the request submitted to the IRS to issue the PLR, the "PLR Request"), to the effect that (i) the NDF will be treated as a "nonqualified nuclear decommissioning fund" for purpose of the election described in Section 1.338-6(c)(5) of the Treasury Regulations; (ii) Sellers' amount realized in connection with the Transaction will include the liabilities related to Total Decommissioning Costs; (iii) to the extent included in the Sellers' amount realized from the Transaction, Sellers' will be entitled to treat their liabilities related to the Total Decommissioning Costs as satisfying economic performance under Section 1.461-4(d)(5) of the Treasury Regulations; and (iv) the Buyer will not recognize immediate taxable income or gain as a result of the receipt of the NDF (including the assets in therein), whether by virtue of making the election described in Section 1.338-6(c)(5) of the Treasury Regulations or otherwise, in connection with the Transaction.

6.8.7.1 The Parties agree to cooperate in good faith in connection with the preparation and submission of the PLR Request, and in furtherance thereof, the Parties agree that Sellers and their tax advisors will prepare the first draft of the PLR Request for Buyer and its tax advisors to review and provide comments and revisions. Without limiting the generality of the foregoing, each Party and its tax advisors (i) shall be provided reasonable notice of and permitted to attend any scheduled meetings, discussions and telephone conferences between or among the other Party or its tax advisors and the IRS regarding the PLR Request (and shall, to the extent required by the IRS, provide the other Party and their tax advisors with any IRS Forms 2848 required to allow them to attend such scheduled meetings, discussions and telephone conferences); (ii) shall promptly notify the other Party after the receipt of any written correspondence or communication from the IRS regarding the PLR Request and provide the other Party with copies of any such correspondence, requests or other documents received from the IRS regarding the PLR Request promptly upon receipt; (iii) shall promptly provide the other Party with a summary in reasonable detail of all oral communications with the IRS regarding the PLR Request; and (iv) shall not submit any written responses or materials to the IRS regarding the PLR Request without the consent of the other Party.

6.8.7.2 Each Party will engage tax advisors as such Party determines in its sole discretion and at its sole expense in connection with the PLR Request. [redacted]

6.8.7.3 Neither Party shall (i) withdraw the PLR Request without the consent of the other Party; (ii) take any action that would cause the Parties to fail to obtain the PLR; or (iii) take any action that would cause the transfer of the NDF to the Buyer to fail to be treated in accordance with Sections 1.461-4(d)(5) or 1.338-6(c)(5) of the Treasury Regulations.

6.8.7.4 The Parties shall cooperate to engage a mutually agreed qualified appraiser to appraise the Assets not included in the NDF, including the Real Property, with respect to its value for federal Income Tax purposes as of the Closing; [ ]

6.8.7.5 To the extent that the Parties are unable to obtain the PLR in a form reasonably acceptable to both Parties (it being understood that it shall be unreasonable to reject a form of the PLR that includes rulings, conditions, and representations materially consistent with the requested rulings, provided that no material changes are required to the form of the Transaction as contemplated within this Agreement), the Parties will, acting in good faith, negotiate for a period of sixty (60) days to restructure the transaction in such a tax efficient manner as mutually agreed to by the Parties, subject to the rights of the Parties to terminate this Agreement in accordance with Section 9.1.9 at any time following the expiration of such sixty (60) day period if the Parties are not able to restructure the transaction in a tax efficient manner acceptable to both Parties; provided that such sixty (60) day period shall commence after the actions contemplated in Sections 6.8.7, 6.8.7.1, 6.8.7.3, and 6.8.7.4 have been undertaken in good faith by the Parties (provided further that such sixty (60) day period may be commenced earlier upon the mutual agreement of the Parties), and on the date on which a Party notifies the other Party that the PLR that is obtainable is not reasonably acceptable to such Party (in accordance with this Section 6.8.7.5) or that the PLR is, in such Party's reasonable judgment, not obtainable; provided, further, that neither Party shall be obligated to use anything other than Commercially Reasonable Efforts in connection with any such restructuring and, for the avoidance of doubt, no Party shall have any liability to the other Party for failure to reach mutual agreement as to the acceptability of any such restructuring of the Transaction.

6.8.7.6 Notwithstanding anything to the contrary in this Agreement, including with respect to the matters contemplated by this Section 6.8, neither Buyer nor any of its Affiliates shall be required to agree to, consent to, accept or take any term or condition to, or take any action in connection with, obtaining any of the Required Regulatory Approvals (each a "Regulatory Commitment") if such Regulatory Commitment, individually or together with all other Regulatory Commitments, would reasonably be expected to have a Seller Material Adverse Effect (without giving effect to the enumerated exclusions contained in the definition thereof) (a "Buyer Burdensome Condition"); provided that, the Regulatory Commitments contained in the initial regulatory filings made by Buyer or by Sellers (with the review and consent by Buyer) shall not be deemed, or taken into account in determining, a Buyer Burdensome Condition.

6.9 Brokerage Fees and Commissions. Seller, on the one hand, and Buyer and Parent Guarantor, on the other hand, each represents and warrants to the other that no broker, finder or other Person is entitled to any brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby by reason of any action taken by the Party making such representation. Seller, on the one hand, and Buyer and Parent Guarantor, on the other hand, will pay to the other or otherwise discharge, and will indemnify and hold the other harmless from and

against, any and all claims or liabilities for all brokerage fees, commissions and finder's fees incurred by reason of any action taken by the Indemnifying Party.

6.10 Tax Matters.

6.10.1 The Transfer Taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be borne equally by Sellers, on the one hand, and Buyer, on the other hand. Buyer and Sellers will file, to the extent required by applicable Law, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, will each join in the execution of any such Tax Returns or other documentation. The Parties shall comply with all requirements and use Commercially Reasonable Efforts to secure applicable sales tax exemptions for the transactions contemplated by this Agreement.

6.10.2 Except for Transfer Tax returns provided for in Section 6.10.1, Buyer shall prepare and timely file all Tax Returns required to be filed after the Closing with respect to the Assets and shall duly and timely pay all such Taxes shown to be due on such Tax Returns in accordance with the other provisions in this Section 6.10.2. Buyer's preparation of any such Tax Returns shall be subject to Sellers' approval to the extent that such Tax Returns relate to any period, allocation or other amount for which a Seller is responsible (a "Buyer-Prepared Tax Return"). Buyer shall make such Buyer-Prepared Tax Returns and all schedules and working papers supporting such Buyer-Prepared Tax Returns available for Sellers' review and approval no later than sixty (60) Business Days prior to the due date for filing such Buyer-Prepared Tax Return. Sellers shall provide any comments within thirty (30) Business Days of receiving such draft Buyer-Prepared Tax Return. In the event Buyer and Sellers cannot agree as to the preparation or the reporting of any material item on a Buyer-Prepared Tax Return to be filed by Buyer, the dispute shall be settled in the manner provided by Section 6.10.5 and the [[redacted]] provided, however, that if the Independent Accounting Firm has not made a determination as of the date that such Buyer-Prepared Tax Return is required to be filed, such Buyer-Prepared Tax Return shall be filed in a manner consistent with Sellers' position; provided, further, that with respect to any such Tax Return that is filed prior to a determination by the Independent Accounting Firm, Sellers and Buyer shall take all commercially reasonable steps to amend such Tax Return, if necessary, to reflect any material determination made by the Independent Accounting Firm. In the event that the due date for a Buyer-Prepared Tax Return is fewer than 60 Business Days from the Closing Date, the Parties agree to anticipate in good faith and in an efficient manner the execution of the above-mentioned obligations and will provide one another with the draft of such Tax Return and comments thereto, as applicable, as promptly as practicable after the Closing Date. Not less than five (5) Business Days prior to the due date of any Buyer-Prepared Tax Return, Sellers shall pay to Buyer the amount shown as due on such Tax Return to the extent related to Pre-Closing Tax Periods, including as allocable to Seller pursuant to Section 6.10.3, and Buyer shall then duly and timely pay all Taxes shown to be due on any such Buyer-Prepared Tax Return.

6.10.3 For all purposes of this Agreement, all real property Taxes, personal property Taxes and similar ad valorem obligations for a Straddle Period shall be apportioned between Sellers and Buyer as of the Closing Date based on the number of days of the portion of such taxable period prior to, and including, the Closing Date, and the number of days of the portion

of such taxable period following the Closing Date, respectively. In the case of Asset-Level Taxes attributable to a Straddle Period that are not described in the preceding sentence (such as franchise Taxes, Taxes that are based upon or related to income or receipts, based upon production or occupancy or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible)), the amount of any such Asset-Level Taxes attributable to the taxable period prior to, and including, the Closing Date, and the taxable period following the Closing Date shall be determined as if such Straddle Period ended as of the end of the Closing Date.

6.10.4 Each of the Parties shall provide the other with such assistance as may reasonably be requested by any other Party in connection with the preparation of any Tax Return, any audit or other examination by any taxing authority, or any judicial or administrative proceedings relating to Liability for Taxes or effectuating the terms of this Agreement, and each will retain and provide the requesting Party with any records or information which may be relevant to such return, audit or examination, proceedings or determination. Any information obtained pursuant to this Section 6.10.4 or otherwise hereunder providing for the sharing of information or review of any Tax Return or other schedule relating to Taxes, shall be kept confidential by the Parties, except to the extent such information is required to be disclosed by Law.

6.10.5 In the event that a dispute arises between Sellers and Buyer as to the preparation or the reporting of any item on a Tax Return to be filed by Buyer or the allocation of such Taxes between Sellers and Buyer, the Parties shall attempt in good faith to resolve such dispute, and any agreed amount shall be paid to the appropriate Party within ten (10) Business Days after the date on which the Parties reach agreement. If a dispute is not resolved within thirty (30) days after a Party having provided the other Party written notice of a dispute, the Parties shall submit the dispute for determination and resolution to [redacted] or such other mutually agreeable firm of CPAs (which is not Sellers', Buyer's or Parent Guarantor's independent accountants) of recognized national standing (the "Independent Accounting Firm"), which shall be instructed to determine and report to the Parties in writing, within thirty (30) days after such submission, upon such disputed amount, and such written report shall be final, conclusive and binding on the Parties. The Independent Accounting Firm shall act as an expert and not as an arbitrator and shall make findings only with respect to the remaining disputes so submitted to it (and not by independent review). Notwithstanding anything in this Agreement to the contrary, the fees and expenses of the Independent Accounting Firm in resolving the dispute shall be borne equally by Buyer and Sellers. Any payment required to be made as a result of the resolution of the dispute by the Independent Accounting Firm shall be made within ten (10) days after such resolution. Submission of a dispute to the Independent Accounting Firm shall not relieve any Party from any obligation under this Agreement to timely file a Tax Return or pay a Tax.

6.10.6 The Parties intend that for Income Tax purposes: (i) the sale of the Assets by Sellers to Buyer will be treated as a sale and purchase of the Assets; and (ii) no portion of the Assets (including any assets in the NDF) received by Buyer will be treated in whole or in part as payment by Sellers for services or future services. The Parties agree that should the PLR be received the election described in Section 1.338-6(c)(5) of the Treasury Regulations shall, to the extent required under the PLR (if applicable), be made with respect to the Transaction and the Parties shall cooperate with one another so as to effectuate such election. The Parties further agree

that they shall file their respective Tax Returns consistent with (a) the intent of the Parties with respect to this Section 6.10.6 unless otherwise required by a determination as defined in Section 1313 of the Code, and, should the PLR be received by the Parties with respect to the transactions contemplated by this Agreement, also with (b) the PLR received, and (c) the representations made by the Parties to the IRS in connection with the PLR and the PLR Request. Notwithstanding the forgoing, in the event the Parties restructure the transaction pursuant to Section 6.8.7.5, the tax reporting will be in accordance with such agreed revised structure (and the reporting agreed to with respect to such revisions).

6.10.7 Buyer and Sellers shall use good-faith efforts to jointly agree within ninety (90) days after the Closing Date to an allocation of the Purchase Price and the Liabilities assumed by Buyer as permitted for Income Tax purposes among the Assets that is consistent with Section 1060 of the Code and the regulations promulgated thereunder, including in connection with an election made under Section 1.338-6(c)(5) of the Treasury Regulations (if made), in each case as interpreted by applicable IRS rulings (including the PLR, if applicable). Notwithstanding the foregoing, in the event that Buyer and Sellers cannot agree as to the allocation, each Party shall be entitled to take its own position regarding the allocation in a Tax Return, Tax proceeding or audit. Notwithstanding the foregoing, nothing contained herein shall prevent Buyer or Sellers from reasonably settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the allocation of the Purchase Price pursuant to this Section 6.10.7, and Buyer and Sellers shall not be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging such allocation.

6.10.8 Tax Contests.

6.10.8.1 Within ten (10) Business Days after the receipt of written notice from a Governmental Authority regarding the commencement of any Tax audit or administrative or judicial proceeding (a "Tax Contest") that relate to any Taxes with respect to which indemnification may be sought from an Indemnifying Party, the recipient of such notice shall provide the Indemnifying Party with written notice thereof; provided that any delay in so notifying shall not relieve any liability or obligations hereunder except to the extent that such other Party has been materially prejudiced thereby, and then only to such extent.

6.10.8.2 Sellers shall direct and control any Tax Contest relating to Asset-Level Taxes for a Pre-Closing Tax Period other than Straddle Periods (a "Seller Tax Contest"); provided, however, that if any portion of the Taxes that are the subject of the Seller Tax Contest constitutes an Assumed Liability, Sellers shall (a) keep Buyer reasonably informed on a timely basis regarding the nature and progress of the Seller Tax Contest and consult in good faith with Buyer regarding the conduct of such Seller Tax Contest (including permitting Buyer to review and comment on any submissions and participate in any meetings with the Governmental Authority); and (b) Sellers shall not settle or compromise any Assumed Liability without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, further, any expenses related to such foregoing Seller Tax Contests shall be the responsibility of the Sellers.

6.10.8.3 Buyer shall direct and control the Tax Contest relating to Asset-Level Taxes (other than a Seller Tax Contest) (a "Buyer Tax Contest"); provided, however,

that if any portion of the Taxes that are the subject of the Buyer Tax Contest constitutes an Excluded Liability, Buyer shall (a) keep Sellers reasonably informed on a timely basis regarding the nature and progress of the Buyer Tax Contest and consult in good faith with Seller regarding the conduct of such Buyer Tax Contest (including permitting Seller to review and comment on any submissions and participate in any meetings with the Governmental Authority); and (b) Buyer shall not settle or compromise any Excluded Liability without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, further, any expenses related to such foregoing Buyer Tax Contests shall be the responsibility of the Buyer.

6.10.8.4 Notwithstanding anything in this Agreement to the contrary, any Tax Contest shall be governed by the provisions of this Section 6.10.8.

6.10.9 Subject to Section 6.10.10, from and after the Closing, Sellers shall indemnify and hold harmless the Buyer Indemnitees from and against any and all Losses incurred with respect to or attributable to (a) all Income Taxes of the Sellers and their Affiliates arising out of the transactions contemplated by this Agreement; or (b) Taxes of any Person imposed on Buyer as the transferee or successor, by contract or pursuant to any Law, which Taxes relate to a period (or portion thereof) ending prior to or up through Closing, provided that any specific Loss shall be indemnified no more than once pursuant to this Section 6.10.9 or to the extent that such amount is also indemnified under Section 8.1.2 or otherwise. The indemnification provided in this Section 6.10.9 shall survive the Closing until thirty (30) days following the expiration of the applicable statute of limitations plus any extensions or waivers thereof or a determination under Section 1313 of the Code and shall not be subject to any limitations on indemnification contained in other sections of this Agreement. The indemnity pursuant to this Section 6.10.9 shall, other than as described in this Section 6.10.9, be governed by the provisions and procedures of ARTICLE VIII.

6.10.10 Consequences; Reliance on Advisors. No Party makes any representations or warranties regarding the tax treatment or any tax consequences (including as related to tax basis of the Assets) to the other Party of the transactions contemplated by this Agreement or any Ancillary Agreement, and each Party acknowledges that it is relying solely on the tax advice of its own tax advisors in connection with this Agreement and any Ancillary Agreement.

6.11 Real Property Transfer Matters.

6.11.1 Title Review. Sellers have caused First American Title Insurance Company, 333 W. Santa Clara Street, Suite 220, San Jose, CA 95113-1714; (the "Title Company") to deliver to Buyer a current preliminary title report or title commitment for an ALTA owner's policy of title insurance (the "Title Report") issued by the Title Company, describing the state of title of the Real Property, together with copies of all exceptions specified therein. Buyer has obtained a survey of the Real Property prepared by AEI Consultants, a land surveyor duly licensed in the State of California and dated 02/27/2023 (the "Survey"). Buyer hereby approves the exceptions contained in the Title Report to the extent reflected in the pro forma attached as Schedule 6.11.1.

6.11.2 Additional Title Matters. If, prior to Closing, Buyer discovers any new exception to title of the Real Property shown on an updated Title Report issued by the Title Company and/or an update to the Survey and delivered to Sellers and Buyer, which was not reflected or disclosed by the Title Report or the Survey and does not constitute a Permitted Encumbrance (a "New Exception"), then Buyer shall have five (5) business days after its receipt of such updated title report or Survey to give Seller a notice objecting to such new matters, and the Closing Date shall be extended to allow for such five (5) business day period. Sellers shall notify Buyer in writing of any New Exception immediately upon Sellers' discovery of the New Exception, and Sellers shall make commercially reasonable efforts in good faith to seek to discharge such New Exception but shall not be obligated to do so. To the extent not cured within the said five (5) business day period, if any such New Exception shall constitute a Seller Material Adverse Effect, then Buyer shall have the option to terminate this Agreement, failing which, it shall become a Permitted Encumbrance hereunder, and shall not be an impediment to Closing, notwithstanding any resultant deviation in the Title Policy.

6.11.3 Title Policy. As a condition to Buyer's obligation to purchase the Property, at Closing, the Title Company shall issue to Buyer at Buyer's expense an ALTA owner's policy of title insurance with coverage in an amount determined by Buyer (including based on the appraisal of the Property to be conducted pre-Closing), showing title vested in Buyer, subject only to the Permitted Real Property Encumbrances, in the form attached hereto at Schedule 6.11.1 and with the endorsements shown on Schedule 6.11.1 (the "Title Policy"). In the event the condition precedent set forth in the previous sentence is not satisfied at or prior to Closing, Buyer may, at its option, terminate this Agreement, and the parties shall be released of all further obligations and liability under this Agreement except for those which expressly survive the termination of this Agreement.

6.12 Payment of Real Estate Sale Proceeds.

6.12.1 From and after the Closing Date, if a Disposition Event occurs and at such time the Net Cash Proceeds received by Buyer or its Affiliate exceed the then applicable Base Value, Buyer will pay or cause to be paid to GE (by wire transfer to an account designated by GE to Buyer in advance in writing) within ten (10) Business Days after receipt of the Net Cash Proceeds from such Disposition Event, [ ]. Within five (5) Business Days after the occurrence of a Disposition Event, Buyer shall provide GE with its calculation of the Net Cash Proceeds, including sufficient documentation to substantiate such calculation. Sellers shall have the right to review the documentation presented and to request such additional information as may reasonably be necessary to substantiate the calculation of Net Cash Proceeds. To the extent the calculation provided by Buyer to Sellers of Net Cash Proceeds for a Disposition Event includes an estimate of any fees or Taxes pursuant to clause (c) of the definition of Net Cash Proceeds, then following the final determination of the actual amount of such fees and Taxes, Buyer shall provide notice thereof to Sellers and, to the extent the actual fees and Taxes differs from the estimated fees and Taxes by more [ ], then the Parties shall adjust the allocation of the Net Cash Proceeds in connection with such Disposition Event accordingly (with payment to be made promptly to Buyer or Sellers, as applicable).

6.12.2 Upon Buyer's payment of the amounts due, if any, to GE in accordance with this Section 6.12 following a Disposition Event, Buyer's obligations to GE with respect to the Fee Real Property subject to such Disposition Event shall be limited to those obligations of Buyer under the Decommissioning Completion Agreement, the Right of First Negotiation Agreement, and ARTICLE VIII.

6.12.3 Nothing in this Section 6.12 is intended to create a partnership as between any Seller and Buyer for U.S. federal income tax purposes or applicable state and local income tax purposes, and the Parties shall prepare all books, records, and filings for such tax purposes in a manner consistent with such intent and in the event that the IRS were to disagree with the foregoing, each of GE and Buyer will elect to be excluded from the application of Subchapter "K", Chapter 1, Subtitle "A" of the Code to the extent permitted and authorized by Section 761(a) of the Code and regulations promulgated thereunder.

6.13 Decommissioning Funds.

6.13.1 On or before the Closing Date, (a) Sellers shall establish the NDF Trust Agreement for the NDF and (b) Sellers and Buyer shall reasonably cooperate with respect to, and Buyer shall enter into, an Investment Management Agreement with NISA Investment Advisors, LLC, or with another investment management firm mutually agreed between Sellers and Buyer. Sellers shall not materially amend (but may assign as expressly contemplated therein) the NDF Trust Agreement at any time before or after the Closing Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall not materially amend the Investment Management Agreement at any time before the Closing Date. Prior to the Closing Date, Sellers will create and maintain the NDF in accordance with NRC requirements and fund the NDF in the amount of the NDF Minimum Amount. GE will obtain Buyer's written consent to the pre-Closing assets purchased by the NDF, and except as otherwise agreed by Buyer in writing, all material assets of the NDF at the close of business on the day before the Closing will constitute property other than cash (or other Class I assets as defined by Treas. Reg. section 1.338-6(b)(1)). Sellers shall deliver to Buyer prior to the Closing a brokerage or other third-party custodian's statement of assets of the NDF as of a recent date prior to the Closing, which were purchased pursuant to Buyer's direction pursuant to this Section 6.13.1.

6.13.2 Sellers shall cause the Trustee of the NDF to pay final expenses for trustee and investment management fees and other administrative expenses of the NDF relating to transactions on or prior to the Closing Date to the extent practicable. Sellers shall cause the Trustee of the NDF to notify Buyer in writing of the estimated amount of such NDF expenses due on or after the Closing Date. Buyer shall ensure that the NDF Trust Agreement allows for the payment of such expenses and shall direct the Trustee of the NDF to pay the expenses identified in the preceding sentence to the extent not paid before the Closing Date.

6.13.3 On the Closing Date, Sellers shall cause the NDF, which shall contain assets in an amount that is no less than the NDF Minimum Amount, to be transferred to the Buyer, including by assigning the NDF Trust Agreement effective as of the Closing Date to Buyer.

6.14 Pre-Closing Decommissioning Activities. As the owner and operator of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, Sellers intend to undertake

certain activities during the Pre-Closing Period, including those set forth on Schedule 6.14 (the "Pre-Closing Decommissioning Activities"). Notwithstanding anything to the contrary in the foregoing, if Buyer requests that Sellers enter into an agreement or issue a purchase order for any reason relating to Buyer's planned Decommissioning of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, and Sellers agree to do so, the activities related to entering into such agreement or issuing such purchase order and performing its obligations thereunder shall be deemed added to the Pre-Closing Decommissioning Activities set forth in Schedule 6.14.

6.15 Cooperation Relating to Nuclear Insurance Policies and Price-Anderson Act. Until the Closing, Sellers will maintain, or cause to be maintained, in effect (i) insurance in amounts and against such risks and losses as is customary in the commercial nuclear industry; and (ii) not less than the level of nuclear property damage and nuclear liability insurance for the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center as in effect on the Contract Date or as otherwise required by the NRC. Sellers shall cooperate with Buyer's efforts to obtain insurance, including insurance required under the Price-Anderson Act or other Nuclear Laws with respect to the Assets. In addition, subject to Buyer's written commitment to satisfy its indemnification obligations under Section 8.1.1, Sellers agrees to use Commercially Reasonable Efforts to assist Buyer in making any claims against pre-Closing ANI insurance policies or other insurance policies necessary to meet the requirements of 10 C.F.R. § 50.54(w). [ ]

6.16 NRC Commitments. Sellers (until the Closing) and Buyer (after the Closing) shall maintain and use the Vallecitos Licensed Facilities and the Assets in accordance with the NRC Commitments, the NRC Licenses, applicable NRC regulations and policies and with applicable Laws, including Nuclear Laws.

6.17 Decommissioning. Buyer shall commit to the NRC, applicable California Authorities (if required) and other applicable Governmental Authorities, that Buyer will complete, at its expense, the Decommissioning of the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center, and that it will complete all Decommissioning activities in accordance with all Nuclear Laws and Environmental Laws, including applicable requirements of the Atomic Energy Act and the NRC's rules, regulations, orders and guidance thereunder. Buyer shall take all steps necessary to satisfy any requirements imposed by the NRC regarding decommissioning funds, in a manner sufficient to obtain NRC approval of the transfer of the NRC Licenses from Seller to Buyer. In the event that the NRC, any California Authority or other Governmental Authority requires Buyer to provide Decommissioning funding assurance in an amount in excess of the Decommissioning funds Buyer has in place at such time, Parent Guarantor (or such other entity as shall be acceptable to the NRC) shall post a guaranty or other financial assurances or take such other action as is sufficient to satisfy such additional assurance requirement in such form as required by such Governmental Authority.

6.18 Insurance Policies.

6.18.1 In addition to any insurance that may be required under the Real Property Agreements or the VNC Contracts, on and after the Closing Date, Buyer shall have and maintain

in effect policies of liability and property insurance with respect to the ownership, possession, use and maintenance of the Vallecitos Licensed Facilities which shall afford protection against the insurable hazards and risks with respect to which nuclear facilities of similar size and type to the Vallecitos Licensed Facilities customarily maintain insurance, and which meets the requirements of the NRC Licenses. Such coverage shall include nuclear liability insurance from ANI in such form and in such amount as will meet the financial protection requirements of the Atomic Energy Act as provided in the NRC Licenses, and an agreement of indemnification as contemplated by Section 170 of the Atomic Energy Act. In the event that the nuclear liability protection system contemplated by Section 170 of the Atomic Energy Act is repealed or changed, Buyer shall have and maintain in effect, alternate protection against nuclear liability in accordance with all applicable Laws.

6.18.2 Notwithstanding Buyer's assumption of the nuclear liability insurance policies from ANI, GEH shall have the right to receive and retain the amount of returned premiums or credits issued under ANI's Industry Credit Rating Plan with respect to such ANI policy that relate to any period prior to the Closing Date (the "Pre-Closing Date ICRP Payments"). Accordingly, Buyer shall take all reasonable actions necessary to cause ANI to issue any Pre-Closing Date ICRP Payments directly to GEH, subject to GEH's reasonable cooperation. In the event that Pre-Closing Date ICRP Payments are made or issued directly to Buyer, Buyer shall notify GEH of its receipt of the same and shall pay GEH an amount equal to the Pre Closing Date ICRP Payment received by Buyer via ACH, wire or certified check within ten (10) Business Days of Buyer's receipt of such Pre-Closing Date ICRP Payment. Buyer shall have the right to receive and retain any returned premiums or credits issued under ANI's Industry Credit Rating Plan with respect to the ANI Policy that relate to any period that begins on or after the Closing Date.

6.18.3 On and after the Closing, the Vallecitos Licensed Facilities and the Vallecitos Nuclear Center shall cease to be in any manner insured by, entitled to any benefits or coverage under or entitled to seek benefits or coverage from or under any Insurance Policies other than (i) any Insurance Policy issued exclusively in the name and for the benefit of the Vallecitos Licensed Facilities or the Vallecitos Nuclear Center except for any such Insurance Policy which forms a part of a fronted, or equivalent, insurance program for which GE or GEH retains funding responsibility, (ii) with respect to any incident reported under the relevant Insurance Policies prior to the Closing Date; or (iii) with respect to any incident reported under the Available Insurance Policies within a one-year period concluding on the first anniversary of the Closing Date, but solely for such incidents that took place prior to the Closing Date, in each case under clauses (i) through (iii) above subject to the terms and conditions of the relevant Insurance Policies and this Agreement, except to the extent otherwise mandated by Law. For the avoidance of doubt, there shall be no benefits or coverage under Section 6.18.3(iii) for incidents that take place after the Closing Date even if they are related to other similar incidents that took place prior to the Closing Date. "Available Insurance Policies" means those Insurance Policies listed in the Schedule 6.18.3. Buyer shall procure all contractual and statutorily obligated insurance for the Vallecitos Nuclear Center and Vallecitos Licensed Facilities at Closing.

6.18.4 The rights of the Buyer under subparagraph (ii) of Section 6.18.3 are subject to and conditioned upon the following:

6.18.4.1 Buyer shall be solely responsible for notifications and updates to the applicable insurance companies and compliance with all policy terms and conditions for pursuit and collection of such claims. Buyer shall not, without the written consent of GE and GEH, amend, modify, waive or release any rights of Sellers, or other insureds under any such Insurance Policies and programs. [ ]; and

6.18.4.2 With respect to coverage claims or requests for benefits asserted by Buyer under the Insurance Policies, GE shall have the right but not the duty to monitor and/or associate with such claims. Buyer shall be liable for any fees, costs and expenses incurred by GE directly or indirectly through GE's insurance subsidiaries or Affiliates relating to any unsuccessful coverage claims by Buyer. Buyer shall not assign any Available Insurance Policies or any rights or claims under the Available Insurance Policies.

6.18.4.3 For avoidance of doubt, Sellers shall have no responsibilities or obligations with respect to any matters under Section 6.18.3(i) above.

6.18.5 Notwithstanding anything contained in this Agreement, (i) nothing in this Agreement shall limit, waive or abrogate in any manner any rights of GE or GEH to insurance coverage for any matter, whether relating to the rights of the Vallecitos Nuclear Center or Vallecitos Licensed Facilities or otherwise, and (ii) GE and GEH shall retain the exclusive right to control the Insurance Policies, including the right to exhaust, settle, release, commute, buy-back or otherwise resolve disputes with respect to any of their Insurance Policies and to amend, modify or waive any rights under any such Insurance Policies, notwithstanding whether any such Insurance Policies apply to any liabilities or losses as to which Buyer has made, or could in the future, make a claim for coverage; and (iii) Buyer shall cooperate with GE and GEH with respect to coverage claims and requests for benefits and sharing such information as is reasonably necessary to permit GE or GEH to manage and conduct its insurance matters as they deem appropriate.

6.18.6 Nothing in this Section 6.18 shall limit, modify or in any way affect the rights and obligations of the Parties under ARTICLE VIII; provided, however, that any insurance proceeds actually collected with respect to a particular Loss shall be taken into account under and to the extent required by Section 8.2.5. No payments due under to this Section 6.18 shall affect, be affected by, or be subject to set off against, any adjustment to the Purchase Price. Whenever this Section 6.18 requires Buyer to take any action after the Closing Date, such requirement shall be deemed to constitute an undertaking on the part of Buyer to take such action or to cause Buyer to take such action.

6.19 California Governmental Authorities. If requested by any state, regional or local Governmental Authority of the State of California ("California Authorities"), Buyer and Parent Guarantor will appear before said California Authorities and present testimony, respond to interrogatories and requests for discovery, or otherwise provide information requested by California Authorities regarding the management, financial condition and financial resources, corporate structure, ownership and control, engineering systems, designs, techniques, processes and know-how, costs of operation and Decommissioning work, business relationships with

Affiliates, contractual terms, projections and other matters of interest identified by California Authorities. Buyer will commit to any record-keeping and record-retention requests that California Authorities may impose. Sellers and Buyer shall cooperate in responding or dealing with California Authorities on matters that relate to the performance of this Agreement or the transactions contemplated hereby.

6.20 Rights to GE Names and GE Marks.

6.20.1 Except as otherwise provided in this Section 6.20, Buyer and its Affiliates shall cease and discontinue all uses of the GE Names and GE Marks immediately upon the Closing. Buyer, for itself and its Affiliates, agrees that the rights of Buyer or its Affiliates to the GE Names and GE Marks pursuant to the terms of any trademark agreements or otherwise shall terminate on the Closing Date and be replaced by such rights as are provided under this Section 6.20.

6.20.2 Buyer and its Affiliates shall (i) except as permitted under this Section 6.20, (A) immediately upon the Closing cease all use of any of the GE Names and GE Marks on or in connection with all stationery, business cards, purchase orders, lease agreements, warranties, indemnifications, invoices and other similar correspondence and other documents of a contractual nature and (B) complete the removal of the GE Names and GE Marks from all products, services and technical information promotional brochures of related to Vallecitos Nuclear Center prior to the six-month anniversary of the Closing Date and (ii) with respect to any Assets bearing any GE Names and GE Marks, use their Commercially Reasonable Efforts to re-label such assets or remove such GE Names and GE Marks from such assets as promptly as practicable, and in any event prior to the six-month anniversary of the Closing Date.

6.20.3 Buyer, for itself and its Affiliates, agrees that after the Closing Date, Buyer and its Affiliates (i) will not expressly, or by implication, do business as or represent themselves as being affiliated with or an agent of either Seller, Hitachi Ltd., or any of their respective Affiliates and (ii) with respect to Assets after the Closing, will represent that such assets are those of Buyer and its Affiliates and not those of Sellers or their Affiliates. Buyer, for itself and its Affiliates, acknowledges and agrees that, except to the extent expressly provided in this Section 6.20, neither Buyer nor any of its Affiliates shall have any rights in any of the GE Names and GE Marks and neither Buyer nor any of its Affiliates shall contest the ownership or validity of any rights of any Seller or any of its Affiliates in or to any of the GE Names and GE Marks.

6.21 Notification of Significant Changes. During the Pre-Closing Period, Buyer, on the one hand, and Sellers, on the other hand, shall each promptly, but in any event within ten (10) days, notify the other in writing of the occurrence or discovery of the occurrence of a Seller Material Adverse Effect or a Buyer Material Adverse Effect, respectively.

6.22 Data Room. At least five (5) Business Days prior to the Closing Date, Sellers shall deliver to Buyer one (1) copy of the Data Room contained on a USB device or one or more DVDs.

6.23 Performance Deed of Trust. From time to time following the Closing, within ten (10) days following Buyer's delivery of a notice to Sellers that the Release Condition with respect to any portion of the Property (such applicable portion, the "Released Property") has been satisfied, Sellers shall, at Sellers' sole expense, cause such Released Property to be released from the Deed

of Trust and shall cause the recordation with the Alameda County Recorder of any documentation reasonably requested by Buyer to evidence the same. For purposes hereof the "Release Condition" shall be satisfied with respect to any Released Property upon the later to occur of: (a) the approval of all relevant Governmental Authorities having jurisdiction over NRC Licenses and California License to release a portion of the Real Property comprising the Vallecitos Licensed Facilities upon completion of Decommissioning of such Released Property and (b) satisfaction of any requirements of the Subdivision Map Act to allow the property remaining after the Released Parcel to be encumbered separately from such Released Property Buyer's completion of subdivision of such Released Property.

ARTICLE VII
CONDITIONS

7.1 Conditions to Obligations of Buyer. The obligations of Buyer to purchase the Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date (or the waiver in writing by Buyer in its sole discretion) of the following conditions:

7.1.1 No preliminary or permanent injunction or other order or decree by any Governmental Authority which restrains or prevents the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements shall have been issued and remain in effect and no statute, rule or regulation shall have been enacted by any Governmental Authority which prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

7.1.2 All Sellers' Required Regulatory Approvals shall have been received and such approvals shall be in full force and effect;

7.1.3 No Required Regulatory Approval shall require or contain any undertaking, term, condition, liability, obligation, commitment or sanction that, individually or in the aggregate, constitutes or imposes a Buyer Burdensome Condition;

7.1.4 Sellers shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Sellers on or prior to the Closing Date;

7.1.5 The representations and warranties of each Seller set forth in this Agreement shall be true and correct as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date, except where the failure to be so true and correct (without giving effect to any limitation or qualification as to "materiality" (including the word "material") or "Material Adverse Effect" set forth therein) would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect;

7.1.6 Since the Contract Date, no Seller Material Adverse Effect shall have occurred and be continuing;

7.1.7 Buyer shall have received a certificate (or certificates) signed by an authorized signatory of each Seller, dated the Closing Date, stating that the conditions set forth in Sections 7.1.4, 7.1.5, and 7.1.6 as to each Seller have been satisfied;

7.1.8 Each Seller shall have delivered, or caused to be delivered, to Buyer at the Closing, each Seller's Closing deliveries described in Section 3.3;

7.1.9 Sellers shall have executed all of the Ancillary Agreements to which they are parties;

7.1.10 [redacted] the Title Company shall have committed to issue the Title Policy;

7.1.11 GEH shall have submitted the license amendment request described in clause (iv) of Section 6.1.2, and the NRC shall either (a) have granted such request, or (b) have not granted such license request but (i) shall not have rejected such license amendment request and (ii) more than nine (9) months shall have passed from the date of submittal; and

7.1.12 Sellers shall have funded the NDF with the NDF Minimum Amount.

7.2 Conditions to Obligations of Sellers. The obligations of Sellers to sell the Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date (or the waiver in writing by Sellers in their sole discretion) of the following conditions:

7.2.1 No preliminary or permanent injunction or other order or decree by any Governmental Authority which restrains or prevents the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements shall have been issued and remain in effect and no statute, rule or regulation shall have been enacted by any Governmental Authority which prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

7.2.2 All Buyer Required Regulatory Approvals shall have been received and such approvals shall be in full force and effect and such approvals shall have become Final orders or the Parties shall have agreed to allow Buyer to rely on one or more Permits or Environmental Permits issued to Seller as provided in Section 6.8.7;

7.2.3 Buyer shall have performed and complied in all material respects with the covenants contained in this Agreement which are required to be performed and complied with by Buyer on or prior to the Closing Date;

7.2.4 The representations and warranties of Buyer set forth in this Agreement shall be true and correct as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date, except where the failure to be so true and correct (without giving effect to any limitation or qualification as to "materiality" (including the word "material") or "Material

Adverse Effect" set forth therein) would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect;

7.2.5 Since the Contract Date, no Buyer Material Adverse Effect shall have occurred and be continuing;

7.2.6 Sellers shall have received a certificate signed by an authorized officer of Buyer, dated the Closing Date, stating that the conditions set forth in Sections 7.2.3, 7.2.4, and 7.2.5 have been satisfied;

7.2.7 Buyer and Parent Guarantor shall have executed all of the Ancillary Agreements to which they are parties;

7.2.8 Buyer shall have delivered, or caused to be delivered, to Sellers at the Closing, Buyer's and Parent Guarantor's Closing deliveries described in Section 3.4;

7.2.9 GEH shall have submitted the license amendment request described in clause (iv) of Section 6.1.2, and the NRC shall either (a) have granted such request, or (b) have not granted such license request but (i) shall not have rejected such license amendment request and (ii) more than nine (9) months shall have passed from the date of submittal; and

7.2.10 The required consents listed on Schedule 7.2.10 shall have been received.

7.3 Frustrating of Closing Conditions. Neither Sellers nor Buyer may rely on the failure of any condition set forth in this ARTICLE VII to be satisfied if such failure was caused by such Party's failure to comply with its obligations to cause the Closing to occur, including as required by the terms of Section 6.8.

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnification.

8.1.1 Subject to the other provisions of this ARTICLE VIII, from and after the Closing, Buyer, shall indemnify, reimburse, defend upon request, and hold harmless each of the Seller Parties (each, a "Seller Indemnitee") against any and all Indemnifiable Losses, asserted against or suffered by any Seller Indemnitee relating to, resulting from or arising out of: [[redacted]

[redacted]

8.1.2 Subject to the other provisions of this ARTICLE VIII, from and after the Closing, Sellers shall, [redacted] indemnify, reimburse, defend upon request, and hold harmless the Buyer Parties (each, a "Buyer Indemnitee") against any and all Indemnifiable Losses asserted against or suffered by any Buyer Indemnitee relating to, resulting from or arising out of: [redacted]

8.1.3 The expiration or termination of any representation or warranty shall not affect the Parties' obligations under this Section 8.1 if the Indemnitee provided the Person required to provide indemnification under this Agreement (the "Indemnifying Party") in good faith with written notice of the claim or event for which indemnification is sought in accordance with this Agreement prior to such expiration, termination or extinguishment.

8.1.4 Following the Closing Date, except to the extent otherwise provided in ARTICLE IX, or Section 6.10 and except for claims resulting or arising out of or based upon Fraud or willful misconduct, the rights and remedies of Sellers and Buyer under this ARTICLE VIII are exclusive and in lieu of any and all other rights and remedies which Sellers and Buyer may have under this Agreement or otherwise (including Environmental Laws and Nuclear Laws) for monetary relief, with respect to [redacted]

8.1.5 [redacted]

8.2 Defense of Claims.

8.2.1 If any Indemnitee receives notice of the assertion of any claim or of the commencement of any claim, action, or proceeding made or brought by any Person who is not a Party or an Affiliate of a Party (a "Third-Party Claim") with respect to which indemnification is to be sought from an Indemnifying Party, the Indemnitee shall give such Indemnifying Party reasonably prompt written notice thereof, but in any event such notice shall not be given later than twenty (20) calendar days after the Indemnitee's receipt of notice of such Third-Party Claim, except as otherwise provided by Section 8.2.6. Such notice shall describe the nature of the Third-Party Claim in reasonable detail and shall indicate the estimated amount, if practicable, of the Indemnifiable Loss that has been or may be sustained by the Indemnitee. The Indemnifying Party will have the right, at its election, to direct the defense of any Third-Party Claim at such Indemnifying Party's expense and by such Indemnifying Party's own counsel. The Indemnitee shall cooperate in good faith in such defense at such Indemnitee's own expense. If the Indemnifying Party does not elect to defend any such Third-Party Claim, the Indemnifying Party shall cooperate in good faith in the Indemnitee's defense and may reasonably participate in the defense of the claim, all at such Indemnifying Party's expense.

8.2.2 If, within twenty (20) days after an Indemnitee provides written notice to the Indemnifying Party of any Third-Party Claim, the Indemnitee receives written notice from the Indemnifying Party that such Indemnifying Party will assume the defense of such Third-Party Claim as provided in Section 8.2.1, the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof.

8.2.3 Without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed, the Indemnifying Party shall not enter into any settlement of any Third-Party Claim which would lead to Liability or create any financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to indemnification hereunder. If a firm offer is made to settle a Third-Party Claim without leading to Liability or the creation of a financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to indemnification hereunder and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to the Indemnitee to that effect. If the Indemnitee fails to consent to such firm offer within twenty (20) days after its receipt of such notice, the Indemnifying Party shall be relieved of its obligations to defend such Third-Party Claim and the Indemnitee may contest or defend such Third-Party Claim. In such event, the maximum Liability of the Indemnifying Party as to such Third-Party Claim will be the

amount of such settlement offer plus reasonable costs and expenses paid or incurred by Indemnitee up to the date of said notice.

8.2.4 Any claim by an Indemnitee on account of an Indemnifiable Loss which does not result from a Third-Party Claim (a "Direct Claim") shall be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, stating the nature of such claim in reasonable detail and indicating the estimated amount, if practicable, but in any event such notice shall not be given later than thirty (30) days after the Indemnitee becomes aware of such Direct Claim, and the Indemnifying Party shall have a period of thirty (30) days within which to respond to such Direct Claim. If the Indemnifying Party does not respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have accepted such claim. If the Indemnifying Party rejects such claim, the Indemnitee will be free to seek enforcement of its right to indemnification under this Agreement.

8.2.5 Each Indemnitee shall be obligated in connection with any claim on account of an Indemnifiable Loss to, and shall cause its Affiliates and Representatives to, take all reasonable actions to avoid, minimize and mitigate Indemnifiable Losses, including by diligently pursuing and, as applicable, litigating applicable claims against the DOE and other third parties. The amount of any Indemnifiable Loss shall be reduced to the extent that the Indemnitee receives (i) indemnification from any third party or other cash receipts or sources of reimbursement in respect of such Indemnifiable Loss or any insurance proceeds with respect to an Indemnifiable Loss or (ii) any Tax Benefit realized by the Buyer Indemnitee or Seller Indemnitee in respect of such Indemnifiable Losses. If the amount of any Indemnifiable Loss, at any time subsequent to the making of an indemnity payment in respect thereof, is reduced by (1) recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by, from or against any other entity, or (2) the recognition of a Tax Benefit, the amount of such reduction, less any costs, expenses or premiums incurred in connection therewith (together with interest thereon from the date of payment thereof to the date or repayment at the "prime rate" as published in The Wall Street Journal) shall promptly be repaid by the Indemnitee to the Indemnifying Party.

8.2.6 A failure to give timely notice as provided in this Section 8.2 shall not affect the rights or obligations of any Party hereunder except if, and only to the extent that, as a result of such failure, the Party which was entitled to receive such notice was actually prejudiced as a result of such failure.

ARTICLE IX
TERMINATION

9.1 Termination. This Agreement may be terminated as follows:

9.1.1 At any time prior to the Closing Date by mutual written consent of Sellers and Buyer;

9.1.2 By Sellers or Buyer, if (i) any federal or state court of competent jurisdiction shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Closing, and such order, judgment or decree shall have become final and

non-appealable; or (ii) any Law shall have been enacted or issued by any Governmental Authority which, directly or indirectly, prohibits the consummation of the Closing;

9.1.3 By Sellers or Buyer if any Buyer's Required Regulatory Approval or Sellers' Required Regulatory Approval has been denied in a non-appealable order;

9.1.4 By Sellers or Buyer if Closing does not occur within thirty (30) days after all of the conditions to Closing set forth in ARTICLE VII have been received or waived; provided, however, that the right to terminate this Agreement under this Section 9.1.4 shall not be available to any Party whose failure to comply with any provision of this Agreement has been the primary cause of, or resulted in, the failure to meet any condition to Closing within such time period;

9.1.5 By Sellers or Buyer if Closing does not occur within two (2) years following the Contract Date (the "Termination Date"), provided, however, that if all of the conditions to Closing set forth in ARTICLE VII have been satisfied or waived (or by their nature are to be satisfied at the Closing) except, to the extent applicable, for the conditions set forth in Sections 7.1.2, 7.1.3, and 7.2.2, then either Sellers, on the one hand, or Buyer, on the other hand, may cause the Termination Date to be extended up to two times in the aggregate, each time by a period of three months, by delivering written notice to Buyer (in the case of an extension by Sellers) or Sellers (in the case of an extension by Buyers) within ten (10) days prior to the then-effective Termination Date, and if so extended, such extended date shall be the Termination Date, provided further, however, that the right to terminate this Agreement under this Section 9.1.5 shall not be available to any Party whose failure to comply with any provision of this Agreement has been the primary cause of, or resulted in, the failure to meet any condition to Closing within such time period;

9.1.6 By Buyer if (1) there has been a material violation or breach by Sellers of any covenant, representation or warranty contained in this Agreement, and such violation or breach (i) would give rise to the failure of a condition set forth in Section 7.1, (ii) is not cured by the earlier of (a) the Termination Date, and (b) sixty (60) days after receipt by Sellers of written notice specifying particularly such violation or breach (provided that in the event Sellers are attempting to cure the violation or breach in good faith, then Buyer may not terminate pursuant to this provision unless the violation or breach is not cured within thirty (30) days after all other conditions precedent to Closing set forth in ARTICLE VII (other than those which by their nature are to be satisfied on the Closing Date) have been either satisfied or waived); and (iii) such violation or breach has not been waived by Buyer or (2) a Seller Material Adverse Effect has occurred and, if capable of cure, has not been cured by the earlier of (a) the Termination Date and (b) ninety (90) days after the occurrence of the events giving rise to such Seller Material Adverse Effect; and

9.1.7 By Sellers if (1) there has been a material violation or breach by Buyer of any covenant, representation or warranty contained in this Agreement, and such violation or breach (i) would give rise to the failure of a condition set forth in Section 7.2, (ii) is not cured by the earlier of (a) the Termination Date and (b) sixty (60) days after receipt by Buyer or Parent Guarantor of written notice specifying particularly such violation or breach (provided that in the event Buyer or Parent Guarantor, as the case may be, is attempting to cure the violation or breach in good faith, then Sellers may not terminate pursuant to this provision unless the violation or breach is not cured within thirty (30) days after all other conditions precedent to Closing set forth

in ARTICLE VII have been either satisfied or waived); and (iii) such violation or breach has not been waived by Sellers or (2) a Buyer Material Adverse Effect has occurred and, if capable of cure, has not been cured by the earlier of (a) the Termination Date and (b) ninety (90) days after the occurrence of the events giving rise to such Buyer Material Adverse Effect;

9.1.8 By Sellers if (i) prior to the Closing Date the financial condition of the Parent Guarantor deteriorates such as that it would constitute a Decommissioning Default (as defined in the form of Decommissioning Completion Agreement attached hereto as Exhibit C); and (ii) alternative financial assurances acceptable to Sellers in their sole discretion are not provided by the earlier of (a) the Termination Date and (b) sixty (60) days after receipt by Buyer of written notice specifying such deterioration; and

9.1.9 By Sellers or Buyer if an event described in Section 6.8.7.5 has occurred and during the sixty (60) day period described in Section 6.8.7.5, the Parties are not able to restructure the transaction in a tax efficient manner that satisfies the requirements of Section 6.8.7.5.

9.2 Effect of Termination. In the event of a termination of this Agreement by Sellers or Buyer pursuant to Section 9.1, this Agreement shall immediately become void except for obligations and rights in Section 6.4, Section 6.7, this Section 9.2, and ARTICLE X, the Confidentiality Agreement and all other obligations of the Parties which are expressly intended to be performed after the termination of this Agreement, shall survive any termination of this Agreement and neither Party shall thereafter have any further liability hereunder to the other Parties; provided, however, that nothing in this Agreement shall relieve a Party from liability for any willful breach of or willful failure to perform under this Agreement. A terminating Party shall provide written notice of termination to the other Parties specifying with particularity the basis for such termination and including supporting documentation, as applicable. If more than one provision in Section 9.1 is available to a terminating Party in connection with a termination, a terminating Party may rely on any or all available provisions in Section 9.1.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Sellers and Buyer.

10.2 Waiver of Compliance; Consents. Any Party may (a) extend the time for the performance of any of the obligations or other acts of another Party, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any of the covenants or agreements or satisfaction of conditions contained in this Agreement. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. The waiver by a Party of a breach of any term or provision of the Agreement or any condition in this Agreement shall not be construed as a waiver of any subsequent breach or waiver of any similar term, provision or condition of this Agreement.

10.3 Survival of Representations, Warranties, Covenants and Obligations.

10.3.1 [redacted]

10.3.2 [redacted]

10.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in-person, by overnight courier service or electronic mail with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses and email addresses (or at such other address or email address for a party as shall be specified in a notice given in accordance with this Section 10.4):

If to Sellers, to:

General Electric Company
One Financial Center, Suite 3700
Boston, MA 02111
Senior Counsel, Mergers & Acquisitions
E-Mail: ma.transactions@ge.com

and

GE-Hitachi Nuclear Energy Americas LLC
3901 Castle Hayne Road
P.O. Box 780
Wilmington, NC 28402
General Counsel
E-Mail: angela.thornhill@ge.com

with copies to:

Timothy Matthews and Michael Espinoza
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
E-Mail: timothy.matthews@morganlewis.com
E-Mail: michael.espinoza@morganlewis.com

and

Masahito Yoshimura, General Manager
Global Nuclear Business Development and Management Center
Nuclear Systems Division, Nuclear Energy Business Unit
Hitachi, Ltd.
Akihabara Daibiru Building
18-13, Soto-Kanda 1-chome
Chiyoda-ku, Tokyo 101-8608, Japan
E-mail: masahito.yoshimura.fa@hitachi.com

and

Alexander Lourie
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
E-mail: alexander.lourie@bfkn.com

If to Buyer, to:

NorthStar D&D, LLC
c/o NorthStar Group Services, Inc.
370 7th Ave., Suite 1803
New York, NY 10001
Attn: Scott E. State, CEO
Email: sstate@northstar.com

and

NorthStar Group Services, Inc.
370 7th Ave., Suite 1803
New York, NY 10001
Attn: Gregory G. DiCarlo, Vice President & General Counsel
Email: gdicarlo@northstar.com

with copies to:

Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW
Washington, DC 20036-3006
Attn: Michael G. Lepre
Email: michael.lepre@pillsburylaw.com

10.5 No Third Party Beneficiaries. No provision of this Agreement is intended to confer any right, interests, obligations or remedies hereunder upon any Person except the Parties.

10.6 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. A Party shall not, including by operation of law, assign this Agreement or any of their respective rights, interests or obligations hereunder to any other Person, without the prior written consent of the other Parties. Any assignment in contravention of the foregoing sentence shall be null and void and without legal effect on the rights and obligations of the Parties. Notwithstanding anything to the contrary in this Agreement, GE may assign this Agreement and all of its rights, interests and obligations under this Agreement to GE Vernova in connection with the transfer of the Assets owned by GE to GE Vernova, subject to GE Vernova agreeing to be bound by all of the terms and conditions of this Agreement and assuming all of the rights, interests and obligations of GE under this Agreement. Immediately upon such assignment and assumption, automatically and without the requirement of any further action by any person or entity, (i) all references in this Agreement to GE shall instead apply to GE Vernova unless the context otherwise requires and (ii) GE shall be unconditionally and irrevocably released and discharged from any and all Liabilities and obligations under or in connection with this Agreement.

10.7 Governing Law; Jurisdiction; Venue.

10.7.1 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY, PERFORMANCE AND REMEDIES, IN EACH CASE WITHOUT REFERENCE TO ANY CONFLICT OF LAW RULES THAT MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION AND WITHOUT THE REQUIREMENT TO ESTABLISH COMMERCIAL NEXUS IN NEW YORK COUNTY.

10.7.2 THE PARTIES AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE COMMERCIAL DIVISION OF THE COURTS OF THE STATE OF

NEW YORK SITTING IN THE COUNTY OF NEW YORK (WHERE FEDERAL JURISDICTION DOES NOT EXIST). THE FOREGOING COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS.

10.7.3 EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR SUIT ARISING OUT OF THIS AGREEMENT, OR THE VALIDITY, PERFORMANCE, OR ENFORCEMENT THEREOF, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY CERTIFIES THAT NEITHER IT NOR ANY OF ITS REPRESENTATIVES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. FURTHER, EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY RELIED ON THIS WAIVER OF RIGHT TO JURY TRIAL AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

10.8 Counterparts. This Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.9 Schedules. The Schedules have been arranged for purposes of convenience in separately titled sections corresponding to Sections of this Agreement. Any fact or item disclosed on any Schedule to this Agreement shall be deemed disclosed on all other Schedules to this Agreement to which such fact or item may reasonably apply so long as such disclosure is in sufficient detail to enable a Party to identify the facts or items to which it applies. The information contained in this Agreement and in the Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of Law or breach of contract). Any fact or item disclosed on any Schedule hereto shall not by reason only of such inclusion be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement.

10.10 Entire Agreement. This Agreement and the Ancillary Agreements, including the Exhibits, Schedules, documents, certificates and instruments referred to herein or therein, and any other documents that specifically reference this Section 10.10, embody the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings including all letters, memoranda or other documents or communications, whether oral, written or electronic, submitted or made by (i) either Buyer or its Representatives to Sellers or their Representatives; or (ii) Sellers or their Representatives to Buyer or its Representatives, in connection with the sale process that occurred prior to the execution of this Agreement or otherwise in connection with the negotiation and execution of this Agreement.

10.11 Acknowledgment; Independent Due Diligence.

10.11.1 EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, THE ASSETS ARE SOLD "AS-IS, WHERE-IS," AND SELLERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE ASSETS, INCLUDING THE VALLECITOS LICENSED FACILITIES, THE VALLECITOS NUCLEAR CENTER, THE VNC CONTRACTS AND THE ASSUMED LIABILITIES. BUYER ACKNOWLEDGES AND AGREES THAT NONE OF SELLERS OR THEIR AFFILIATES HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE ASSETS, INCLUDING THE VALLECITOS LICENSED FACILITIES, THE VALLECITOS NUCLEAR CENTER, THE VNC CONTRACTS OR THE ASSUMED LIABILITIES NOT INCLUDED IN THIS AGREEMENT AND THE SCHEDULES. NO COMMUNICATIONS BY OR ON BEHALF OF SELLERS, INCLUDING RESPONSES TO ANY QUESTIONS OR INQUIRIES, WHETHER ORALLY, IN WRITING OR ELECTRONICALLY, AND NO INFORMATION PROVIDED IN ANY DATA ROOM OR ANY COPIES OF ANY INFORMATION FROM ANY DATA ROOM PROVIDED TO BUYER OR PARENT GUARANTOR OR ANY OTHER INFORMATION SHALL BE DEEMED TO (I) CONSTITUTE A REPRESENTATION, WARRANTY, COVENANT, UNDERTAKING OR AGREEMENT OF SELLERS; OR (II) BE PART OF THIS AGREEMENT. NEITHER SELLERS NOR THEIR AFFILIATES SHALL HAVE OR BE SUBJECT TO ANY LIABILITY TO BUYER, PARENT GUARANTOR OR ANY OTHER PERSON, WITH RESPECT TO ANY INFORMATION, DOCUMENTS OR MATERIALS FURNISHED OR MADE AVAILABLE BY OR ON BEHALF OF SELLERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ADVISORS, IN ANY "DATA" OR "DUE DILIGENCE" ROOMS OR SITES, ANY PRESENTATIONS OR ANY OTHER FORM IN CONTEMPLATION OF THE TRANSACTIONS CONTEMPLATED HEREBY.

10.11.2 BUYER FURTHER ACKNOWLEDGES THAT BUYER AND ITS AFFILIATES HAS KNOWLEDGE AND EXPERIENCE IN TRANSACTIONS OF THIS TYPE AND IN THE DECOMMISSIONING OF NUCLEAR FACILITIES AND BUYER IS THEREFORE CAPABLE OF EVALUATING THE RISKS AND MERITS OF ACQUIRING THE ASSETS, ASSUMING THE ASSUMED LIABILITIES, CONSUMMATING THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT AND THE ANCILLARY AGREEMENTS, AND PERFORMING ITS OBLIGATIONS HEREUNDER AND THEREUNDER. BUYER HAS RELIED ON ITS OWN INDEPENDENT INVESTIGATION AND PERFORMED ITS OWN ANALYSIS OF THE ASSETS AND THE ASSUMED LIABILITIES, AND HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, AT COMMON LAW OR STATUTE, FURNISHED BY SELLERS OR ANY OF THEIR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES (EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT), IN DETERMINING TO ENTER INTO THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. NONE OF SELLERS, THEIR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES HAS GIVEN ANY INVESTMENT, LEGAL OR OTHER ADVICE OR RENDERED ANY OPINION AS TO WHETHER THE PURCHASE OF THE

ASSETS AND THE CONSUMMATION OF THE TRANSACTIONS AS CONTEMPLATED HEREIN AND IN THE ANCILLARY AGREEMENTS IS PRUDENT.

10.12 Bulk Sales Laws. Buyer acknowledges that, notwithstanding anything in this Agreement to the contrary, Sellers will not comply with the provision of the bulk sales Laws of any jurisdiction in connection with the transactions contemplated by this Agreement. Buyer hereby waives compliance by Sellers with the provisions of the bulk sales Laws of all applicable jurisdictions and shall otherwise indemnify Sellers against any Losses Sellers suffer as a result of such non-compliance.

10.13 No Joint Venture. Nothing in this Agreement creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship among the Parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the Parties. no Party is or shall act as or be the agent or representative of any other Party.

10.14 Change in Law. If and to the extent that any Laws or regulations that govern any aspect of this Agreement shall change, so as to make any aspect of this transaction unlawful, then the Parties agree to make such modifications to this Agreement as may be reasonably necessary for this Agreement to accommodate any such legal or regulatory changes, without materially changing the overall benefits or consideration expected hereunder by any Party.

10.15 Severability. Any term or provision of this Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation; provided, however, that the remaining terms and provisions of this Agreement may be enforced only to the extent that such enforcement in the absence of any invalid terms and provisions would not result in (i) deprivation of a Party of a material aspect of its original bargain upon execution of this Agreement or any of the Ancillary Agreements; (ii) unjust enrichment of a Party; or (iii) any other manifestly unfair or inequitable result.

10.16 Specific Performance. Each Party acknowledges and agrees that the other Party or Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which it may be entitled, at law or in equity. Each of the Parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security as a prerequisite to obtaining equitable relief.

10.17 Appointment of Representative. As of the Contract Date, GEH hereby appoints GE as its lawful attorney in fact of GEH, with full power and authority, including full power of substitution, acting in the name of and for and on behalf of GEH, without the consent of GEH, to exercise in GE's sole and absolute discretion the powers that GEH could exercise under this Agreement with respect to all of GEH's rights and obligations under this Agreement (including amending or waiving any right or obligation under this Agreement), to resolve any dispute with Buyer over any aspect of this Agreement, and on behalf of GEH, to enter into any agreement,

instrument or other document to effectuate any of the foregoing, which shall have the effect of binding GEH as if GEH had personally entered into such agreement, instrument or document. This appointment and power of attorney shall be deemed as coupled with an interest and all authority conferred hereby shall be irrevocable and shall not be subject to termination by operation of law, whether by the dissolution, merger, reorganization or bankruptcy of any Seller or the occurrence of any other event or events.

10.18 Non-Recourse. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in Law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or any of the Ancillary Agreements, or the negotiation, execution, or performance of this Agreement or any of the Ancillary Agreements (including any representation or warranty made in, in connection with, or as an inducement to, such agreements), may be made only against (and are expressly limited to) the entities that are expressly identified as parties in the preamble to this Agreement or the other Ancillary Agreement, as applicable (the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in Law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to, this Agreement or any Ancillary Agreement or based on, in respect of, or by reason of this Agreement, any Ancillary Agreement or their negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

NORTHSTAR D&D, LLC

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

GE-HITACHI NUCLEAR ENERGY AMERICAS LLC

By: _____
Name: _____
Title: _____