



## State of New Jersey

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January 29, 2024

### **VIA ELECTRONIC MAIL**

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### **Re: NON-PROSECUTION AGREEMENT**

This document sets forth the full and complete agreement between the New Jersey Division of Criminal Justice, Office of Public Integrity and Accountability (the "State") and Holtec International, its successors and assigns, and all other related corporate entities of Holtec International ("Holtec"), with respect to resolving the liability of Holtec for the actions of its directors, officers, employees and/or agents for any possible criminal violations arising out of or related to Angel Investor Tax Credit Program applications submitted by Holtec International and Singh Real Estate Enterprises, Inc. ("SRE") to the New Jersey Economic Development Authority in November 2018 (the "Agreement").

Except as specifically provided below, the Agreement shall be in effect for a period of three (3) years from the date it is fully executed. The Agreement, or any part thereof, may be terminated earlier than that date, at the sole discretion of the State. Any modification of the Agreement shall occur only through execution of a separate written agreement signed by both parties.

The following are the terms of the agreement:



1. Holtec and the State agree that, upon full execution of this Agreement, this Agreement shall be a public document, freely available to the general public. Holtec and the State further agree that, at the time this Agreement becomes a public document, or any time thereafter, the State and Holtec shall be free, in their respective sole discretion, to inform the public of the existence of the Agreement, of any or all its terms, and of its availability.

2. In light of discussions between Holtec and the State concerning the conduct described in the first, introductory paragraph of this Agreement, as stated more particularly in paragraph nine (9) of this Agreement, and Holtec's remedial actions to date, including its decision not to further pursue the Angel Investor Tax Credits that are the subject of the Angel Investor Tax Credit Program applications submitted by Holtec International and Singh Real Estate Enterprises, Inc. to the New Jersey Economic Development Authority ("NJEDA") in November 2018, and its willingness to: (a) undertake additional remediation; (b) demonstrate its future good conduct and full compliance with applicable New Jersey laws; and (c) consent to payment of funds as a substitute for fines and penalties as set forth in paragraph eight (8) below, the State agrees that it will not prosecute Holtec or any of its directors, officers, or employees (past or current) based upon the conduct described in the introductory paragraph of this Agreement, as stated more particularly in paragraph nine (9) of this Agreement. Nothing in this paragraph shall be deemed to limit paragraph nine (9).

3. Should the State determine that Holtec has breached any provision of this Agreement, or should Holtec engage in, or attempt or conspire to engage in, criminal conduct commenced on or after the date this Agreement is fully executed that would otherwise violate the provisions of N.J.S.A. 2C:2-7(a)(1), (a)(2) and /or (a)(3), the non-prosecution provision at paragraph nine (9) below is null and void, and the State may prosecute Holtec and any of its directors, officers, or employees (past or current) for any criminal violation of which the State has knowledge, including possible criminal violations arising out of or related to Angel Investor Tax Credit Program applications submitted by Holtec and SRE to the NJEDA in November 2018. Any such prosecution may be based upon information provided by Holtec, and all such information may be used against Holtec. In such event, any prosecution of Holtec that is not time-barred by the applicable statute of limitations as of the execution of this Agreement may be commenced against Holtec notwithstanding the expiration of any applicable statute of limitations during the period this Agreement is in effect. Holtec agrees to waive the statute of limitations with respect to any such crime that would otherwise expire during the term of this Agreement, and this waiver is knowing and voluntary and in express reliance on the advice of counsel. Holtec explicitly agrees that in such event, this Agreement will not create a Double Jeopardy defense to any such prosecution. Holtec also agrees that it shall not seek return of any funds paid pursuant to this Agreement under any circumstances. The determination of whether Holtec has fully complied with this Agreement rests solely in the discretion of the State.

4. Holtec agrees that it will forever abandon and relinquish any and all claims to tax credits that are the subject of the Angel Investor Tax Credit Program applications submitted by Holtec and SRE to the NJEDA in November 2018. Holtec further agrees that it will not seek

a refund or reimbursement from the NJEDA or the State of any fees, costs, or other funds paid to the NJEDA or to the State of New Jersey with respect to the Angel Investor Tax Credit Program applications submitted by Holtec and SRE to the NJEDA in November 2018.

5. Holtec agrees that in the event it intends to make an application for new benefits to departments, authorities, or agencies of the State of New Jersey, including but not limited to the NJEDA, for tax credits, grants, loans, or other like financial incentives (hereinafter “New Application”) it will retain and utilize at its own expense an outside independent individual or entity (the “Independent Reviewer”) agreeable to the State. New benefits shall constitute any award, credit, loan, etc. for which application has not previously been made, and does not include certifications in connection with applications submitted prior to the date of this Agreement, including entitlement to already-awarded tax incentives under the Grow New Jersey Assistance Act, N.J.S.A. 34:1B-242 to -249. The obligation to engage the Independent Reviewer shall not attach to the filing of income tax returns or other such routine filings with the New Jersey Department of Treasury, Division of Taxation. The Independent Reviewer shall be retained within thirty (30) business days from Holtec learning of a potential application for a new benefit described above, but under no circumstances shall Holtec submit any documents to departments, authorities, or agencies of the State of New Jersey, including but not limited to the NJEDA, for new benefits until such Independent Reviewer is in place and has approved such dealings and/or submissions, as set forth below. It shall be a condition of the Independent Reviewer’s retention that the Independent Reviewer is independent of Holtec and that no attorney-client relationship shall be formed between the Independent Reviewer, or any person acting to assist the Independent Reviewer in his/her duties, and Holtec. The Independent Reviewer shall be mutually agreeable to both parties. Holtec will propose an Independent Reviewer which must be approved, in writing, by the State prior to retention.

(a) In the event a New Application is made and an Independent Reviewer is engaged, the Independent Reviewer shall review any and all of Holtec’s planned dealings with departments, authorities, or agencies of the State of New Jersey concerning applications for new benefits, including but not limited to the NJEDA, to ensure that in any and all such dealings, Holtec complies with all applicable statutes, regulations, and rules, to ensure that Holtec utilizes only qualified individuals in any and all such dealings, and to ensure that any filings made by Holtec are factually accurate, complete, and contain no misrepresentations. In performing his/her duties, the Independent Reviewer shall have unfettered access to all documents and information the Independent Reviewer determines are necessary to assist the Independent Reviewer in the execution of his/her duties as defined in this paragraph. The Independent Reviewer shall have the authority to meet with, and require reports, communications, including emails and texts, or other documentation on any subject from any officer or employee of Holtec necessary to discharge these duties. The Independent Reviewer shall receive advance notice of, and have the option to attend, scheduled meetings of Holtec senior executives, if matters within the Independent Reviewer’s duties are placed on the agenda of such meetings.

(b) In the event a New Application is made and an Independent Reviewer is engaged,

Holtec shall promptly notify the Independent Reviewer and the State in writing of any allegations of actual or suspected violation of any aspect of this Agreement by Holtec, its directors, officers, employees, and agents. Holtec shall provide the Independent Reviewer and the State with all relevant documents and information concerning such allegations, including, but not limited to, internal audit reports, letters threatening litigation, “whistleblower” complaints, civil complaints, and documents produced in civil litigation. In addition, Holtec shall report to the Independent Reviewer concerning planned investigative measures and any resulting remedial measures, internal and external. The Independent Reviewer in his or her discretion may conduct an investigation into such allegations to the extent necessary to determine whether there is a reasonable basis to believe that the Agreement has been breached. If the Independent Reviewer concludes that adequate facts raise a reasonable basis to conclude that any aspect of this Agreement has been violated, then the Independent Reviewer shall report such conclusion to the State and Holtec. Nothing in this subparagraph shall be construed as limiting the ability of the Independent Reviewer to investigate and report to Holtec and the State concerning such matters.

(c) In the event a New Application is made and an Independent Reviewer is engaged, the Independent Reviewer shall: (i) review Holtec’s compliance with this Agreement in its dealings with departments, authorities, or agencies of the State of New Jersey concerning applications for new benefits, including but not limited to the NJEDA, and have authority to require Holtec to take any steps the Independent Reviewer believes are necessary for Holtec to comply with the terms of this Agreement; and (ii) report to the State, on at least a quarterly basis, as to Holtec’s compliance with this Agreement and the implementation of the recommendations of the Independent Reviewer. The first report to the State shall be due the last business day of the third month after the Independent Reviewer has been engaged or 30 days prior to any submission by Holtec to NJEDA or the State of New Jersey concerning any future application for new benefits. Subsequent reports shall be made quarterly thereafter.

(d) In the event a New Application is made and an Independent Reviewer is engaged, the Independent Reviewer shall have the authority, with notice to Holtec’s Board of Directors, and with the prior approval of the State, to retain, at Holtec’s expense, consultants, accountants, or other professionals that the Independent Reviewer deems necessary to assist the Independent Reviewer in the execution of the Independent Reviewer’s duties.

(e) In the event a New Application is made and an Independent Reviewer is engaged, Holtec and the Independent Reviewer are free to enter such other agreements as they deem necessary to assist the Independent Reviewer in the execution of the Independent Reviewer’s duties, provided that such agreements do not contravene this Agreement. Upon request by the State, the Independent Reviewer shall make available to the State copies of any such agreements that are written and shall disclose the terms of any agreements that are not written.

6. Holtec agrees that, in the event this Agreement is terminated by reason of any breach by Holtec, then in the event any person employed by Holtec or affiliated with Holtec is thereafter convicted of any crime arising out of or related to Angel Investor Tax Credit Program

applications submitted by Holtec and SRE to the NJEDA in November 2018, then no later than the date of sentencing of such person, unless otherwise prohibited by law, Holtec shall terminate the employment of such person or otherwise terminate its business relationship with such person and shall not either rehire such person as an employee, agent, consultant, or otherwise, or resume such business relationship, for a period of five (5) years from the date of sentencing, unless the State expressly agrees to waive such condition in writing.

7. Holtec shall not seek to avoid this Agreement by acting through an affiliated company or by forming a new business entity and this Agreement shall apply to and be binding on any purchaser of Holtec or substantially all of its business operations or any other successor in interest to Holtec. Holtec shall not consummate any such purchase of it or substantially all of its assets and/or business operations unless the acquiring entity or individual expressly agrees to be bound by this Agreement.

8. As part of this Agreement, Holtec shall, jointly and severally with SRE, pay to the State of New Jersey the combined sum of \$5,000,000 to resolve the liability of Holtec, its successors and assigns, and all other related corporate entities of Holtec, for any actions of its directors, officers, employees, and agents for alleged violations arising out of the conduct described in paragraph nine (9) below. The parties agree that the amount to be paid by Holtec is a substitute for any and all fines and penalties that could be assessed for the conduct described in paragraph nine (9). Holtec shall pay this sum within thirty (30) days from the date this Agreement has been signed by both parties. The proceeds paid under this paragraph shall be treated as a civil forfeiture of proceeds for purposes of relinquishing all right, title and interest to said proceeds pursuant to N.J.S.A. 2C:64-1, et seq.

9. If Holtec fully complies with the terms specified in this Agreement, then the State will not bring any criminal action against Holtec, or any of its directors, officers, or employees (current and former) for any possible criminal violations arising out of or related to Angel Investor Tax Credit Program applications submitted by Holtec and SRE to the NJEDA in November 2018. The following are specifically encompassed by this agreement:

- (a) In July 2018, Holtec was a diversified energy technology company involved in the nuclear energy sector.
- (b) In July 2018, SRE was a corporation that held real property. In July 2018, SRE also held investments in market-based equities but held no direct investments in technology companies. Certain principals of Holtec are also principals of SRE.
- (c) In the spring and summer of 2018, representatives from Holtec met with representatives of Eos Energy Storage, LLC (“Eos”) regarding a potential investment by Holtec into Eos. At that time, Eos was an energy storage solutions company that produced batteries and battery systems for energy storage. There were communications between employees of Holtec and Eos. There was a site visit to

Eos by employees of Holtec. There were meetings between employees of Holtec and Eos, including a meeting that Holtec's Chief Executive Officer attended.

- (d) In or around May 2018, employees of Eos provided employees of Holtec with access to investor data that contained information on Eos, such as general market overview, industry research reports, technology and product overview and corporate documents.
- (e) In July 2018, Holtec invested \$12,000,000 in Eos. The investment is documented in a subscription agreement dated as of July 25, 2018. The subscription agreement memorialized the sale of 6,857,143 shares of Eos to Holtec for \$12,000,000. The subscription agreement was signed by a representative of Eos and by the CEO of Holtec. The subscription agreement makes no mention of SRE. The transaction closed in July 2018. Holtec, through an affiliated company, sent \$12,000,000 to Eos and acquired a share certificate for 6,857,143 shares of Eos. As of the closing of the \$12,000,000 investment by Holtec, SRE was not contemplating an investment in Eos, had done no due diligence for such an investment and made no investment in Eos.
- (f) After the investment was complete, a Holtec Vice President of Finance and Accounting was informed via email about the existence of the New Jersey Angel Investor Tax Credit Program. At all relevant times, the Angel Investor Tax Credit program was a program administered by the NJEDA that provided tax incentives for qualified investments in New Jersey emerging technology companies. The NJEDA is an authority of the State of New Jersey. As such, applications and documents submitted to it become public records, i.e. "any record, document or thing belonging to, or received or kept by, the government for information or record, or required by law to be kept by others for information of the government," for purposes of N.J.S.A. 2C:28-7.
- (g) In 2018, under the Angel Investor Tax Credit Program, those who made a qualified investment in a New Jersey emerging technology company could be awarded tax credits of 10% of their investment. As such, in 2018, the maximum Angel Investor Tax Credit award for a single investment was \$500,000, and any single investment over \$5,000,000 would only earn the \$500,000 maximum credit. Holtec, specifically a Holtec Vice President of Finance and Accounting, was informed of this.
- (h) On August 15, 2018, despite Holtec already having made its \$12,000,000 investment in Eos and having already been informed about the Angel Investor Tax Credit Program, including its maximum award for a single investment, a Holtec Tax Manager emailed an outside advisor (Outside Advisor), copying Holtec's CFO, the following: "I'm working through the angel investor credit application and just want to confirm, do we want to complete two separate applications for \$6M each? One

for Holtec and one for Singh RE?” The Outside Advisor replied to the Holtec Tax Manager, copying Holtec’s CFO: “[Tax Manager], yes, we are trying to double our credit to 1mm. If we do one app at 12mm, we are limited to 500k.”

- (i) On August 24, 2018, the Holtec Tax Manager emailed the Holtec Vice President of Finance and Accounting, copying Holtec’s CFO: “I’m completing the applications for the NJ Angel Investor Credit for Holtec International and Singh Real Estate. Per [Outside Advisor], he would like us to submit application for both entities.” The Holtec Tax Manager also added that “[the Holtec CFO] and I can coordinate submission of the Singh RE application.”
- (j) On September 4, 2018, the Holtec Tax Manager emailed a person (Person #1), who worked with the Outside Advisor to draft the Angel tax credit application for Holtec, also noting that they would make an application for SRE. On September 10, 2018, the Holtec Tax Manager emailed the Person #1 a draft Angel tax credit application for SRE, despite the fact that on September 10, 2018, SRE had not invested in Eos.
- (k) On September 25, 2018, a Holtec Vice-President of Finance and Accounting emailed an officer of Eos, requesting a physical copy of Holtec’s share certificate and attaching a PDF copy of the certificate to the email. The attached share certificate, signed by a director of Eos, shows that Holtec purchased 6,857,143 shares of Eos and is dated July 27, 2018. The share certificate does not reference SRE.
- (l) On September 28, 2018, a Holtec Vice President of Finance and Accounting, copying a Holtec Tax Manager, emailed an officer of Eos a request to “amend” the investment for Angel Tax credits, stating “[c]urrently, Holtec International is the holder of all of the Preferred Units. Would it be possible to amend the Certificate for Preferred Units so that half of the shares are owned by Holtec International and the other half of our shares is owned by an affiliated company Singh Real Estate Enterprises, Inc.”
- (m) On October 5, 2018, a Holtec Vice President of Finance and Accounting emailed a Holtec Tax Manager, copying Holtec’s CFO, informing them of a phone call a Holtec VP of Finance and Accounting had with the officer of Eos. A Holtec VP of Finance and Accounting states that the plan is as follows: (1) a Holtec VP of Finance and Accounting will send the officer of Eos back the original subscription documents, (2) the officer of Eos will send a Holtec VP of Finance and Accounting a new set of subscription documents to be completed, and (3) the officer of Eos will reissue the new subscription documents for signature(s). In that email, a Holtec VP of Finance and Accounting also indicates that the Eos officer had stated that “we might be better off splitting this \$12MM over 3 entities as the maximum credit is \$5MM.”

- (n). On October 8, 2018, a Holtec Tax Manager emailed the Outside Advisor, copying Holtec's CFO and a Holtec VP of Finance and Accounting, stating that the "Eos Contact" told them they could split the investment three ways. On October 8, 2018, the Outside Advisor replied: "Yes, it is 500k max, but I did not want to be too cute with an exact 5m, 5m, 2m investment., but we could if you all want to pursue." On October 8, 2018, the CFO replied "Leave it at 2 investments."
- (o) On October 8, 2018, a Holtec Vice President of Finance and Accounting emailed the Eos officer, copying a Holtec Tax Manager, that "we will continue with only having the \$12MM investment split among two investors," and that "the original subscription documents and exhibits were sent to you via FedEx this evening."
- (p) On October 23, 2018, a Holtec Vice President of Finance and Accounting emailed the Eos officer, copying a Holtec Tax Manager and others: "I apologize for the delay, attached, please find the signed subscription documentation for Holtec International (\$6MM) and Singh Real Estate Enterprises, Inc. (\$6MM). Please review and let me know if you need anything further." The email attached signed signature pages for subscription agreements for Holtec and SRE, as well as a signed Investor Questionnaire for SRE. No additional funds had been sent to Eos.
- (q) On October 23, 2018, the Eos officer emailed a Holtec Vice President of Finance and Accounting, copying a Holtec Tax Manager and others, requesting that SRE sign a non-disclosure agreement with Eos. The Eos officer also attached copies of two subscription agreements. One subscription agreement represented that Holtec received 3,428,571 shares of Eos at \$1.75 per share, for a total investment of \$6,000,000. The other subscription agreement represented that SRE received 3,428,571 shares of Eos at \$1.75 per share, for a total investment of \$6,000,000. Each subscription agreement was dated "as of" July 25, 2018, despite the fact that it was signed in October 2018.
- (r) On October 29, 2018, a Holtec Vice President of Finance and Accounting emailed a signed Non-Disclosure Agreement for SRE back to the Eos officer, copying a Holtec Tax Manager. The Non-Disclosure Agreement is signed by an owner of SRE. The Non-Disclosure Agreement is dated "as of" July 25, 2018, despite being signed in October 2018.
- (s) On October 31, 2018, a Holtec Vice President of Finance and Accounting emailed a Holtec Tax Manager a copy of the Angel Investor Certification signed by the Holtec CEO and dated October 31, 2018. The Angel Investor Certification provided:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining this information, I believe



that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I understand that, in addition to criminal penalties, I may be liable for civil administrative penalties and that submitting false information may be grounds for denial, revocation or termination of any program funds for which I may be seeking approval and now hold.

- (t) An owner of SRE also signed an Angel Investor Certification dated October 31, 2018. The Angel Investor Certification provided:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I understand that, in addition to criminal penalties, I may be liable for civil administrative penalties and that submitting false information may be grounds for denial, revocation or termination of any program funds for which I may be seeking approval and now hold.

- (u) On October 31, 2018, a Holtec Tax Manager emailed the Outside Advisor and Person #1, copying Holtec's CFO, requesting comments on the proposed submission to the NJEDA for the Angel Investor Tax Credit and stating that she would file on November 1. On November 1, 2018, at 8:10 a.m., the CFO replied "[Tax Manager] - I have no comments. Please file." On November 1, 2018, at 8:23 a.m., the Outside Advisor emailed "Same here."
- (v) On November 1, 2018, at 10:08:07 a.m., a Holtec Tax Manager submitted the Angel Investor Tax Credit application for Holtec to the NJEDA. The application outlined Holtec's purported \$6,000,000 purchase of shares of Eos on July 25, 2018. As part of the application package and supporting documentation, the subscription agreement, representing that Holtec received 3,428,571 shares of Eos at \$1.75 per share, for a total investment of \$6,000,000 and dated "as of" July 25, 2018, the Angel Investor Certification signed by Holtec's CEO, and a promissory note dated "as of" July 26, 2018, which was created sometime in September or October 2018, and other documents were submitted to the NJEDA by a Tax Manager or other employees of Holtec.
- (w) On November 1, 2018, at 10:12:41 a.m., a Holtec Tax Manager submitted the Angel Investor Tax Credit application for SRE to the NJEDA. The application outlined

SRE's purported \$6,000,000 purchase of shares of Eos on July 25, 2018. As part of the application package and supporting documentation, the subscription agreement, representing that SRE received 3,428,571 shares of Eos at \$1.75 per share, for a total investment of \$6,000,000 and dated "as of" July 25, 2018, the Angel Investor Certification signed by an owner of SRE, and a promissory note dated "as of" July 26, 2018, which was created sometime in September or October 2018, and other documents were submitted to the NJEDA by a Tax Manager or other employees of Holtec.

- (x) At no time did Holtec, SRE, or any of the Holtec employees set forth herein, inform the NJEDA that: (a) Holtec had made a \$12,000,000 investment in Eos in July 2018; (b) SRE had not invested in Eos in July 2018; (c) 3,428,571 shares of Eos owned by Holtec after its \$12,000,000 investment had been returned to Eos by Holtec and then re-issued to SRE by Eos at Holtec's request in October 2018; or (d) documents had been created in October 2018 and dated July 2018 or "as of" July 2018 to make it appear as though Holtec invested \$6,000,000 and SRE invested \$6,000,000 in Eos in or about July 2018.
- (y) The NJEDA relied on the information contained in the applications and documentation submitted to it and approved \$500,000 tax credits for both Holtec and SRE's purported investments in Eos. Tax credit certificates were issued in the names of various owners of Holtec and SRE. After the certificates were issued, Holtec attempted to persuade the NJEDA or the State of New Jersey to re-issue the tax credit certificates in the names of Holtec and SRE. NJEDA refused to do so, noting that Holtec's applications to the NJEDA for various tax credits were under investigation.

10. The promises, agreements, duties, obligations, and all provisions of this Agreement shall be binding upon and inure to the benefit of the State and Holtec, its successors and assigns, subsidiaries, parent companies, affiliated companies, and entity(ies) over which Holtec has effective control.

11. Nothing in this agreement shall be considered to be an admission of criminal liability by Holtec for the conduct outlined in paragraph nine (9) or otherwise.

12. This Agreement shall not preclude any department, authority, or agency of the State of New Jersey from bringing any civil or criminal action against Holtec for matters not contained within this Agreement.

13. No additional promises, agreements, or conditions have been entered into with, or offered to Holtec, other than those set forth in this Agreement, and none will be entered into unless in writing and signed by all parties. The State may permit exceptions to, or excuse, particular requirements set forth in this Agreement at the written request of Holtec, but any such

permission shall be in writing and shall not be interpreted to permit exceptions to, or excuse, any other requirements set forth in this Agreement.

14. This Agreement is limited to the Division of Criminal Justice, Office of Public Integrity and Accountability of the State of New Jersey and cannot bind any state other than New Jersey or any federal prosecuting authorities. However, this Office will bring this Agreement, and the nature and extent of Holtec's compliance therewith, to the attention of other prosecuting authorities if requested to do so.

15. Any notice to Holtec under this Agreement shall be made as permitted by New Jersey Court Rule 1:5-2, et seq., and addressed to the following: William F. Gill IV, Esq., Vice-President and General Counsel, Holtec International, 1 Holtec Boulevard, Camden, NJ 08104, w.gill@holtec.com with a copy to legal@holtec.com.

16. Any notice to the State under this Agreement shall be made as permitted by New Jersey Court Rule 1:5-2, et seq., and addressed to the following: Assistant Attorney General Thomas J. Eicher, Office of Public Integrity and Accountability, P.O. Box 085, Trenton, New Jersey 08625-0085 and Assistant Attorney General Anthony A. Picione, Office of Public Integrity and Accountability, P.O. Box 085, Trenton, New Jersey 08625-0085.



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MATTHEW J. PLATKIN

Attorney General of New Jersey

I, William F. Gill IV, Esq., certify that I am an officer of Holtec International with authority to bind Holtec International and its affiliated companies to this Agreement, that I have obtained the necessary approval of any corporate officers, Board of Directors, or shareholders to enter into this Agreement, and that I am authorized to enter into this Agreement on behalf of Holtec International, and its affiliated companies. A resolution to that effect is attached as Exhibit A. I have read this Agreement and have discussed its terms with counsel for Holtec International. I understand its terms and I hereby acknowledge that it fully sets forth the agreement of Holtec International with the New Jersey Division of Criminal Justice, Office of Public Integrity and Accountability. There have been no additional promises or representations made to me by any officials or employees of the State or by counsel for Holtec International in connection with this matter.



Dated: January 29, 2024

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William F. Gill IV, Esq.  
Vice-President and General Counsel