# ONE NUCLEAR ENERGY INC.

## FORM 8-K
(Current report filing)

Filed 09/29/26 for the Period Ending 09/23/26

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| Address | 700 S. ROSEMARY AVENUE<br>SUITE 204<br>WEST PALM BEACH, FL, 33401 |
| Telephone | (307) 201-1903 |
| CIK | 0001846416 |
| Symbol | ONEN |
| SIC Code | 4911 - Electric Services |
| Industry | Holding Companies |
| Sector | Financials |
| Fiscal Year | 12/31 |

# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

# FORM 8-K

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the**
**Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): **September 23, 2026**

# ONE Nuclear Energy Inc.
(Exact name of registrant as specified in its charter)

| **Delaware** | **001-42479** | **99-4813262** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (I.R.S. Employer Identification No.) |

| **700 S. Rosemary Avenue, Suite 204**<br>**West Palm Beach, FL** | **33401** |
|---|---|
| (Address of principal executive offices) | (Zip Code) |

**(561) 779-9400**
(Registrant's telephone number, including area code)

**Hennessy Capital Investment Corp. VII**
**195 US Hwy 50, Suite 207**
**Zephyr Cove, Nevada 89448**
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common Stock, par value $0.0001 per share | ONEN | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

**Introductory Note**

On September 23, 2026 (the "Closing Date"), the registrant consummated the previously announced transactions pursuant to that certain Business Combination Agreement, dated as of October 22, 2025, as amended by that certain Omnibus Amendment No. 1, dated as of March 31, 2026, that certain Omnibus Amendment No. 2, dated as of June 1, 2026 and that certain Omnibus Amendment No. 3, dated as of August 7, 2026 (as it may be amended, supplemented, or otherwise modified from time to time, the "Business Combination Agreement"), by and among Hennessy Capital Investment Corp. VII, a Cayman Islands exempted company ("HVII"), Solis Merger Sub LLC, a Delaware limited liability company ("Merger Sub"), and ONE Nuclear Energy, LLC, a Delaware limited liability company ("ONE Nuclear"). The transactions contemplated by the Business Combination Agreement are hereinafter referred to as the "Business Combination."

Pursuant to the terms of the Business Combination Agreement, among other things, at the closing of the Business Combination (the "Closing"), and following the Domestication (as defined below), HVII was renamed "ONE Nuclear Energy Inc." (HVII, as renamed following the Closing, is referred to herein as "New ONE Nuclear" or the "Company"), and Merger Sub merged with and into ONE Nuclear (the "Merger"), with ONE Nuclear surviving the Merger as a wholly owned subsidiary of New ONE Nuclear.

Unless the context otherwise requires, the "Company" refers to New ONE Nuclear. All references herein to the "Board" refer to the board of directors of New ONE Nuclear. Terms used in this Current Report on Form 8-K (this "Report") but not defined herein, or for which definitions are not otherwise incorporated by reference herein, have the same meaning given to such terms in the final prospectus dated August 3, 2026, and filed by HVII with the U.S. Securities and Exchange Commission (the "SEC") on August 3, 2026 (the "Proxy Statement/Prospectus"), in the section entitled "*Frequently Used Terms*" beginning on page 5 thereof, and such definitions are incorporated herein by reference.

On the Closing Date, prior to the Closing, (a) each then issued and outstanding Class B ordinary share, par value $0.0001 per share, of HVII (collectively, the "HVII Founder Shares") converted (the "Sponsor Share Conversion") automatically, on a one-for-one basis, into one Class A ordinary share, par value $0.0001 per share, of HVII (each an "HVII Class A Ordinary Share"); (b) immediately after the Sponsor Share Conversion, HVII transferred by way of continuation and deregistration from the Cayman Islands and domesticated as a Delaware corporation (such continuation and domestication, the "Domestication"); and (c) in connection with, and after giving effect to, the Domestication, (i) each then issued and outstanding HVII Class A Ordinary Share converted automatically, on a one-for-one basis, into one share of common stock, par value $0.0001 per share ("New ONE Nuclear Common Stock"), (ii) each then issued and outstanding right of HVII (each an "HVII Right") converted automatically into a right to acquire one-twelfth (1/12) of one share of New ONE Nuclear Common Stock at the Closing (each a "Domesticated HVII Right"), and (iii) each then issued and outstanding unit of HVII (each an "HVII Unit"), consisting of one HVII Class A Ordinary Share and one HVII Right, was cancelled, and one share of New ONE Nuclear Common Stock and one Domesticated HVII Right was issued in respect thereof.

The aggregate consideration paid to the members of ONE Nuclear (the "ONE Nuclear Members") at the Closing was in the form of stock, comprised of newly issued shares of New ONE Nuclear Common Stock. Pursuant to a formula set forth in the Business Combination Agreement, the number of shares issued to the ONE Nuclear Members at the Closing was 94,253,842 shares (the "Merger Consideration Shares"), calculated by dividing $1.00 billion by $10.609647, which is the redemption price per HVII Public Share, calculated by dividing the aggregate amount on deposit in HVII's trust account (the "Trust Account") holding proceeds from HVII's initial public offering (the "IPO"), including interest earned thereon (net of taxes payable), by the number of then issued HVII Class A Ordinary Shares sold in the IPO (the "HVII Public Shares"), as of two (2) business days prior to the Closing. In addition, the ONE Nuclear Members are entitled to receive up to an aggregate of 13.0 million additional shares of New ONE Nuclear Common Stock ("Earnout Shares") in contingent consideration, subject to the achievement of certain New ONE Nuclear Common Stock share price milestones (i.e., one-third of the Earnout Shares is issuable when the closing price of New ONE Nuclear Common Stock equals or exceeds each of $12.50, $15.00 and $17.50 per share, respectively), subject to certain conditions and limitations.

As previously disclosed, on September 22, 2026, HVII and ONE Nuclear entered into a forward purchase agreement (the "Forward Purchase Agreement") with New Circle Capital Solutions LP ("New Circle"), pursuant to which New Circle purchased 4,987,103 HVII Public Shares that had previously been submitted for redemption. Following such purchases, the related redemption requests were reversed.

In connection with the Business Combination, holders of an aggregate of 13,809,029 HVII Public Shares properly exercised their right to have their shares redeemed for a full pro rata portion of the Trust Account, which was approximately $10.61 per share, or $146.5 million in the aggregate. After giving effect to the redemptions and payments to New Circle under the Forward Purchase Agreement, a total of 5,190,971 HVII Public Shares remained outstanding and approximately $1.7 million remained in the Trust Account, which was used to partially fund the Business Combination.

After giving effect to the redemption of the HVII Public Shares described above, the Sponsor Share Conversion, the Domestication, the issuance of 1,640,833 shares of New ONE Nuclear Common Stock in exchange for the Domesticated HVII Rights, the issuance of 150,000 shares of New ONE Nuclear Common Stock to Cohen & Company Securities, LLC, and the issuance of the Merger Consideration Shares to the ONE Nuclear Members, as of the Closing Date, there were 108,258,979 shares of New ONE Nuclear Common Stock issued and outstanding. The 150,000 shares of New ONE Nuclear Common Stock issued to Cohen & Company Securities, LLC were issued in a transaction exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof.

The New ONE Nuclear Common Stock commenced trading on the Nasdaq Capital Market tier of The Nasdaq Stock Market LLC ("Nasdaq") under the symbol "ONEN" on September 24, 2026.

A more detailed description of the Business Combination is included in the section entitled "*Proposal No. 1 - The Business Combination Proposal*" of the Proxy Statement/Prospectus and is incorporated by reference herein. Further, the foregoing summary description of the Business Combination Agreement, as amended, is qualified in its entirety by reference to the Business Combination Agreement, as amended, a copy of which is attached to this Report as Exhibit 2.1 and incorporated herein by reference.

This Report incorporates by reference certain information from reports and other documents that were previously filed with the SEC, including certain information from the Proxy Statement/Prospectus. To the extent there is a conflict between the information contained in this Report and the information contained in such prior reports and documents and incorporated by reference herein, you should rely on the information in this Report.

**Item 1.01 Entry into a Material Definitive Agreement.**

***A&R Registration Rights Agreement***

In connection with the Closing, that certain Registration Rights Agreement, dated January 16, 2025 (the "Registration Rights Agreement"), by and among HVII, HC VII Sponsor LLC, HVII's sponsor (the "Sponsor"), the IPO underwriters and certain HVII shareholders (the "Existing Holders"), was amended and restated, and certain holders of New ONE Nuclear Common Stock (together with the Existing Holders, the "Holders") entered into an amended and restated Registration Rights Agreement (the "A&R Registration Rights Agreement"). Pursuant to the A&R Registration Rights Agreement, New ONE Nuclear agreed that, within 30 days after the Closing, New ONE Nuclear will file with the SEC (at its sole cost and expense) a registration statement registering the resale or other disposition of the Registrable Securities (as defined in the A&R Registration Rights Agreement), and New ONE Nuclear will use its reasonable best efforts to cause such registration statement to be declared effective by the SEC as soon as reasonably practicable after the initial filing of such registration statement. In certain circumstances, the Holders can demand registration or an underwritten offering, and are entitled to certain customary registration rights, for all or part of their Registrable Securities, in each case subject to certain limitations set forth in the A&R Registration Rights Agreement; provided that New ONE Nuclear is not obligated to effect more than an aggregate of three (3) demand registrations and three (3) underwritten offerings. All of the Holders are entitled to unlimited "piggyback" registration rights, subject to certain requirements and customary conditions.

The foregoing description of the A&R Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the text of the A&R Registration Rights Agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

***Lock-Up Agreements***

In connection with the Closing, certain HVII shareholders (including the Sponsor) and the ONE Nuclear Members each entered into a lock-up agreement (each, a "Lock-Up Agreement") with HVII limiting their ability to transfer any securities issued upon conversion of the HVII Founder Shares and any Merger Consideration Shares (all such securities, together with any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, the "Restricted Securities"). In particular, such stockholders of New ONE Nuclear agreed, subject to customary exceptions, not to (a) lend, offer, pledge, hypothecate, encumber, donate, assign, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Restricted Securities, (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Restricted Securities or (c) publicly disclose the intention to do any of the foregoing, whether any such transaction described above is to be settled by delivery of Restricted Securities or other securities, in cash or otherwise. These transfer restrictions remain in place for the period commencing on the Closing Date and ending on the earliest to occur of: (x) the six month anniversary of the Closing Date, (y) such date that the reported last sale price of the New ONE Nuclear Common Stock equals or exceeds $11.00 per share for any twenty (20) trading days within any thirty (30) consecutive trading day period commencing after the Closing, and (z) the date after the Closing on which New ONE Nuclear consummates a liquidation, merger, capital stock exchange, reorganization or other similar transaction with an unaffiliated third party that results in all of the New ONE Nuclear stockholders having the right to exchange their shares of New ONE Nuclear Common Stock for cash, securities or other property.

The foregoing description of the Lock-Up Agreements does not purport to be complete and is qualified in its entirety by reference to the text of the form of Lock-Up Agreement, which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

***Indemnification Agreements***

In connection with the Closing, the Company entered into indemnification agreements with each of its directors and officers (each, an "Indemnification Agreement"). The Indemnification Agreements provide that the Company will indemnify each of its directors and officers against any and all expenses incurred by that director or officer because of his or her status as one of the Company's directors or officers, to the fullest extent permitted by Delaware law and the New ONE Nuclear Organizational Documents (as defined below). In addition, the Indemnification Agreements provide that, to the fullest extent permitted by Delaware law, the Company will advance all expenses incurred by each of its directors and officers in connection with a legal proceeding involving his or her status as a director or officer.

The foregoing description of the Indemnification Agreements does not purport to be complete and is qualified in its entirety by reference to the text of the form of Indemnification Agreement, which is filed as Exhibit 10.3 hereto and is incorporated herein by reference.

***Second Amended and Restated B. Riley Engagement Letter***

On September 23, 2026, ONE Nuclear entered into a Second Amended and Restated Engagement Letter (the "Second A&R Engagement Letter") with B. Riley Securities, Inc. ("B. Riley"), which amended and restated the existing engagement letter between ONE Nuclear and B. Riley. Pursuant to the Second A&R Engagement Letter, B. Riley's fee in connection with the Business Combination is $12.0 million, consisting of (i) $4.0 million payable in New ONE Nuclear Common Stock (the "Equity Fee") and (ii) $8.0 million payable in cash following the Closing (the "Cash Fee"). The Equity Fee is payable in shares of New ONE Nuclear Common Stock (or other securities) at a price equal to the lowest price ascribed to shares of New ONE Nuclear Common Stock or other securities of New ONE Nuclear issued to any other service provider in connection with the Business Combination and such securities will not be subject to any contractual lock-up period. New ONE Nuclear is also required to register for resale the New ONE Nuclear Common Stock (or the New ONE Nuclear Common Stock underlying any other securities) issued as the Equity Fee on the registration statement on Form S-1 to be filed in connection with the committed equity facility described below.

Pursuant to the Second A&R Engagement Letter, New ONE Nuclear is obligated to enter into a committed equity facility (the "CEF") with B. Riley or an affiliate of B. Riley following the Closing and to execute a power of attorney granting B. Riley certain authority relating to the CEF. Subject to the terms of the Second A&R Engagement Letter, New ONE Nuclear is required to pay B. Riley 65% of the net proceeds received under the CEF until the Cash Fee has been paid in full. Notwithstanding the foregoing, if the B. Riley Note (as defined below) remains outstanding when the resale registration statement on Form S-1 relating to the CEF is declared effective by the SEC, 100% of the net proceeds received under the CEF will first be applied to the outstanding principal and accrued fees under the B. Riley Note until the B. Riley Note has been repaid in full. In addition, 100% of the net proceeds received from any forward purchase agreement (including the Forward Purchase Agreement) entered into by New ONE Nuclear and an investor or counterparty will be applied to the B. Riley Note until it has been repaid in full.

The foregoing description of the Second A&R Engagement Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Second A&R Engagement Letter, which is filed as Exhibit 10.9 to this Current Report on Form 8-K and is incorporated herein by reference.

***Amendment No. 7 to B. Riley Promissory Note***

On September 23, 2026, ONE Nuclear and B. Riley Principal Capital, LLC entered into Amendment No. 7 ("Amendment No. 7") to that certain Promissory Note, dated February 18, 2026, as previously amended (the "B. Riley Note"). Amendment No. 7 reflects a $100,000 partial repayment under the B. Riley Note and provides that advances under the B. Riley Note may be made up to an aggregate principal amount of $276,749.38. Amendment No. 7 also resets the monthly commitment fee to $9,224.98, extends the maturity date of the B. Riley Note from September 30, 2026, to December 31, 2026, and removes the consummation of the Business Combination as a separate maturity event under the B. Riley Note.

The foregoing description of Amendment No. 7 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 7, which is filed as Exhibit 10.10 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

The disclosure set forth in the "*Introductory Note*" above is incorporated by reference into this Item 2.01.

On August 24, 2026, HVII held an extraordinary general meeting of shareholders (the "Meeting"), at which the HVII shareholders considered and voted in favor of, among other matters, a proposal to approve and adopt the Business Combination Agreement and the Business Combination. On September 23, 2026, the parties to the Business Combination Agreement consummated the Business Combination.

**FORM 10 INFORMATION**

Item 2.01(f) of Form 8-K states that if the registrant was a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as the Company was immediately before the Business Combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. As a result of the consummation of the Business Combination, and as discussed below in Item 5.06 of this Report, the Company has ceased to be a shell company. Accordingly, the Company is providing the information below that would be included in a Form 10 if the Company were to file a Form 10. Please note that the information provided below relates to the combined company after the consummation of the Business Combination, unless otherwise specifically indicated or the context otherwise requires.

*Forward-Looking Statements*

Certain statements in this Report, including in the information that is incorporated by reference in this Report, may constitute "forward-looking statements" for purposes of the federal securities laws. These forward-looking statements include, but are not limited to, statements regarding the Company's and its management team's expectations, hopes, beliefs, intentions or strategies regarding the future, including statements regarding the Company's future results of operations or financial condition, business strategy and plans, and objectives of management for future operations. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. Words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "will," "would" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements in this Report may include, for example, statements about:

- the Company's ability to recognize the expected benefits of the Business Combination;
- the ability to maintain the listing of the New ONE Nuclear Common Stock on Nasdaq following the Business Combination;
- the Company's financial and business performance following the Business Combination, including the Company's financial projections and business metrics;
- the Company's expansion plans and opportunities, including total addressable market estimates;
- changes in the Company's strategy, future operations, financial position, estimated revenues and losses, forecasts, projected costs, prospects and plans;
- the Company's ability to execute on its business plan and to develop and maintain key strategic relationships and enter into definitive agreements in connection therewith;
- the Company's ability to grow its business in a cost-effective manner;
- the implementation, market acceptance and success of the Company's business model;
- developments and projections relating to the Company's competitors and industry;
- the Company's approach and goals with respect to technology;
- expectations regarding the time during which the Company will be an emerging growth company under the JOBS Act;
- the expected U.S. federal income tax impact of the Business Combination;
- the Company's ability to retain or recruit officers, key employees and directors following the completion of the Business Combination;
- the Company's expectations regarding its ability to obtain and maintain intellectual property protection and not infringe on the rights of others;
- the Company's ability to successfully develop its exclusive sites or other sites and the commercial viability of any such site;
- the impact of the regulatory environment and complexities with compliance related to such environment;
- the impact of the invasion of Ukraine by Russia, or the escalating geopolitical tensions in the Middle East, on the Company's business;

- changes in foreign currency exchange rates, which can affect revenue and expenses;
- changes in applicable laws or regulations;
- expectations regarding future acquisitions, partnerships or other relationships with third parties;
- the Company's future capital requirements and sources and uses of cash, including the Company's ability to obtain additional capital in the future;
- the outcome of any known and unknown litigation and regulatory proceedings; and
- other factors detailed under the section titled "Risk Factors" in the Proxy Statement/Prospectus and incorporated by reference herein.

The forward-looking statements contained in this Report and in any document incorporated by reference are based on current expectations, forecasts and beliefs concerning future developments and their potential effects on the Company. There can be no assurance that future developments affecting the Company will be those that the Company has anticipated. These forward-looking statements involve a number of risks and uncertainties, some of which are beyond the Company's control, and assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described or incorporated by reference under the heading "*Risk Factors*" below. Should one or more of these risks or uncertainties materialize, or should any of the Company's assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. It is not possible to predict or identify all such risks. Accordingly, forward-looking statements in this Report and in any document incorporated herein by reference should not be relied upon as representing the Company's views as of any subsequent date, and the Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

***Business***

The business of the Company is described in the Proxy Statement/Prospectus in the section entitled "*Information About ONE Nuclear*" beginning on page 211 thereof and that information is incorporated herein by reference.

***Risk Factors***

The risks associated with the Company's business are described in the Proxy Statement/Prospectus in the section entitled "*Risk Factors*" beginning on page 56 thereof and are incorporated herein by reference. A summary of the risks associated with the Company's business is also described beginning on page 48 of the Proxy Statement/Prospectus under the heading "*Summary of the Proxy Statement/Prospectus – Summary Risk Factors*" and is incorporated by reference herein. There have been no material changes to the Risk Factors section.

***Financial Information***

The audited financial statements of ONE Nuclear as of December 31, 2025, and for the period from February 10, 2025 (inception) through December 31, 2025, are included in the Proxy Statement/Prospectus beginning on page F-47 thereof and are incorporated by reference herein. The unaudited financial statements of ONE Nuclear as of and for the three and six months ended June 30, 2026, are attached to this Report as Exhibit 99.1 and are incorporated by reference herein. The financial information in the section titled "*ONE Nuclear Management's Discussion and Analysis of Financial Condition and Results of Operations*" is attached to this Report as Exhibit 99.2 and is incorporated by reference herein.

The audited financial statements of HVII as of December 31, 2025 and 2024, for the year ended December 31, 2025 and for the period from September 27, 2024 (inception) through December 31, 2024, are included in the Proxy Statement/Prospectus beginning on page F-17 thereof and are incorporated by reference herein. The unaudited financial statements of HVII as of and for the three and six months ended June 30, 2026, are included in HVII's quarterly report on Form 10-Q filed with the SEC on August 12, 2026 (the "HVII Form 10-Q") beginning on page 1 thereof and are incorporated by reference herein. The financial information in the section titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" is included in the HVII Form 10-Q beginning on page 16 thereof and is incorporated by reference herein.

The unaudited pro forma condensed combined financial information of the Company is attached to this Report as Exhibit 99.3 and incorporated by reference herein.

***Properties***

The Company maintains its principal executive offices at 700 S. Rosemary Avenue, Suite 204, West Palm Beach, FL 33401.

***Security Ownership of Certain Beneficial Owners and Management***

The following table sets forth information known to the Company regarding the beneficial ownership of shares of New ONE Nuclear Common Stock immediately following the Closing by:

- each person who is the beneficial owner of more than 5% of the outstanding shares of New ONE Nuclear Common Stock;
- the Company's named executive officers and directors; and
- all of the Company's executive officers and directors as a group.

Unless otherwise indicated, the Company believes that all persons named in the table have sole voting and investment power with respect to all shares of New ONE Nuclear Common Stock beneficially owned by them.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is c/o ONE Nuclear Energy Inc., 700 S. Rosemary Avenue, Suite 204, West Palm Beach, FL 33401.

The percentage ownership of New ONE Nuclear Common Stock is based on 108,258,979 shares of New ONE Nuclear Common Stock outstanding immediately following the Closing, after giving effect to the redemption of the HVII Public Shares described above, the Sponsor Share Conversion, the Domestication, the issuance of shares in exchange for the Domesticated HVII Rights, and the issuance of the Merger Consideration Shares to the ONE Nuclear Members.

| Name and Address of Beneficial Owner | Number of Shares of New ONE Nuclear Common Stock Beneficially Owned | Approximate Percentage of Outstanding Shares of New ONE Nuclear Common Stock |
|---|---|---|
| ***Directors and Named Executive Officers*** | | |
| Robert Carilli | 30,237,851 | 27.9% |
| Kevin Dowd | 30,237,852 | 27.9% |
| Richard Taylor | 30,237,851 | 27.9% |
| Ann Anthony | — | —% |
| Daniel J. Hennessy(1) | 5,744,999 | 5.3% |
| Kyle Crowley | — | — |
| Darryl Willis | — | — |
| Elizabeth Williams | — | — |
| *All executive officers and directors as a group (8 individuals)* | 96,458,553 | 89.1% |
| ***Five Percent Holders:*** | | |
| Robert Carilli | 30,237,851 | 27.9% |
| Kevin Dowd | 30,237,852 | 27.9% |
| Richard Taylor | 30,237,851 | 27.9% |
| Daniel J. Hennessy(1) | 5,744,999 | 5.3% |
| Thomas D. Hennessy(1)(2) | 6,494,999 | 6.0% |
| HC VII Sponsor LLC(1) | 5,744,999 | 5.3% |

* Less than one percent.

(1) The address of Daniel J. Hennessy, Thomas D. Hennessy and HC VII Sponsor LLC is c/o Hennessy Capital Group LLC ("HCG"), 195 US Hwy 50, Suite 207, Zephyr Cove, NV 89448. HC VII Sponsor LLC is the current record holder of the shares reported herein. HCG is the managing member of the Sponsor. Daniel J. Hennessy, HVII's former Chairman and former Chief Executive Officer, and Thomas D. Hennessy, HVII's former President and Chief Operating Officer and former director of HVII, are the managing members of HCG. Consequently, Messrs. Hennessy and Hennessy may be deemed the beneficial owners of the shares of New ONE Nuclear Common Stock held by the Sponsor and have shared voting and dispositive control over such securities. Messrs. Hennessy and Hennessy disclaim beneficial ownership over any securities owned by the Sponsor in which they do not have any pecuniary interest.

(2) Mr. Thomas D. Hennessy is the record holder of 750,000 shares of New ONE Nuclear Common Stock.

***Directors and Executive Officers***

Information with respect to the Company's directors and executive officers after the Closing is described in the Proxy Statement/Prospectus in the section entitled "*Board of Directors and Management of New ONE Nuclear Following Business Combination*" beginning on page 242 thereof and that information is incorporated herein by reference.

*Board Composition*

Upon the Closing, Mr. Daniel J. Hennessy resigned as Chairman and Chief Executive Officer of HVII, the directors of HVII resigned, and the size of the Board was increased from six members to seven members. Pursuant to the approval of the HVII shareholders at the Meeting, the following persons constitute the Board effective upon the Closing: Richard Taylor, Robert Carilli, Kevin Dowd, Daniel J. Hennessy, Kyle Crowley, Darryl Willis and Elizabeth Williams. Biographical information for these individuals is set forth in the Proxy Statement/Prospectus in the section entitled "*Board of Directors and Management of New ONE Nuclear Following Business Combination*" beginning on page 242 thereof, which information is incorporated herein by reference. In connection with the Closing, Daniel J. Hennessy and Elizabeth Williams were appointed as Class I directors to serve until the Company's 2027 annual meeting of stockholders, Kyle Crowley and Darryl Willis were appointed as Class II directors to serve until the Company's 2028 annual meeting of stockholders, and Richard Taylor, Robert Carilli and Kevin Dowd were appointed as Class III directors to serve until the Company's 2029 annual meeting of stockholders.

*Director Independence*

Upon the Closing, the Board determined, based on information provided by each director concerning his or her background, employment and affiliations, that Kyle Crowley, Elizabeth Williams, Darryl Willis and Daniel J. Hennessy, representing four of the Company's seven directors, do not have material relationships with the Company (either directly or as a partner, shareholder or officer of an organization that has a relationship with the Company) that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the Nasdaq listing standards and the rules of the SEC relating to director independence requirements. In making these determinations, the Board considered the current and prior relationships that each non-employee director has with the Company and all other facts and circumstances the Board deemed relevant in determining their independence, including the beneficial ownership of the Company's securities by non-employee directors and the transactions described below under the heading "*Certain Relationships and Related Party Transactions*."

*Committees of the Board of Directors*

Effective upon the Closing, the standing committees of the Board consist of an audit committee, a compensation committee and a nominating and corporate governance committee. The Board appointed Ms. Williams and Messrs. Hennessy and Crowley to serve on the audit committee, with Ms. Williams serving as the chair. The Board also determined that Ms. Williams qualifies as an "audit committee financial expert" within the meaning of the SEC regulations. The Board appointed Mr. Willis, Mr. Crowley and Ms. Williams to serve on the compensation committee, with Mr. Willis serving as the chair. The Board appointed Mr. Hennessy, Mr. Willis and Ms. Williams to serve on the nominating and corporate governance committee, with Mr. Hennessy serving as the chair.

*Executive Officers*

Effective as of the Closing, the Board appointed Richard Taylor, Ann Anthony, Robert Carilli and Kevin Dowd to serve as Chief Executive Officer and Chairman, Chief Financial Officer, Chief Strategy Officer and Chief Operating Officer, respectively. Biographical information for Messrs. Taylor, Carilli and Dowd is set forth in the Proxy Statement/Prospectus in the section entitled "*Board of Directors and Management of New ONE Nuclear Following Business Combination*" beginning on page 242 thereof, which information is incorporated herein by reference. Biographical information for Ms. Anthony is set forth below.

Ms. Anthony (age 59) joins New ONE Nuclear from Oberon Fuels, where she served as Chief Financial Officer from November 2023 to June 2026. She was previously Chief Financial Officer of OPAL Fuels Inc. (NASDAQ: OPAL) from April 2021 to November 2023, where she guided the company through its de-SPAC transition to the public market, managed SEC compliance, and built out a public-company financial framework. From November 2019 to April 2021, Ms. Anthony served as Chief Financial Officer of Key Capture Energy LLC, a start-up private equity funded battery storage company where she was responsible for managing all financial and human resource processes for the start-up company. From 2008 to 2019, Ms. Anthony held senior executive roles including Principal Financial Officer at South Jersey Industries Utilities (SJIU), Vice President & Treasurer, and Corporate Secretary at South Jersey Industries, Inc. (SJI), when the company was a $2 billion public energy holding company. She holds a BS and an MBA in Finance from St. Joseph's University.

There are no family relationships between Ms. Anthony and any of the Company's other officers and directors. There are no arrangements or understandings between Ms. Anthony and any other persons pursuant to which she was selected as Chief Financial Officer of the Company. Ms. Anthony has not engaged in any transaction with the Company that would be reportable as a related party transaction under Item 404(a) of SEC Regulation S-K.

In connection with her appointment as Chief Financial Officer, Ms. Anthony entered into an Executive Employment Agreement with the Company (the "Anthony Employment Agreement"), effective upon the completion of the Business Combination. Pursuant to the Anthony Employment Agreement, Ms. Anthony will receive an annual base salary of $425,000 and will be eligible for an annual performance bonus of up to 100% of her annual base salary, as determined in the sole discretion of the Compensation Committee and the Board. Twenty-five percent of any annual performance bonus will be payable in cash and 75% will be payable in restricted stock units ("RSUs"), subject to the vesting terms set forth in the Anthony Employment Agreement. Ms. Anthony will also be eligible for an annual long-term incentive grant of up to 50% of her annual base salary, as determined by the Compensation Committee and the Board.

In addition, subject to approval of the Compensation Committee, Ms. Anthony will receive a one-time RSU grant in an amount equivalent to 1% of the membership units of ONE Nuclear on a pre-merger basis. Fifty percent of the RSUs subject to the one-time grant are subject to time-based vesting and 50% are subject to performance-based vesting, in each case as set forth in the Anthony Employment Agreement.

If Ms. Anthony's employment is terminated by the Company without cause, she will be entitled to 12 months of base salary, up to 12 months of Company-paid COBRA coverage for herself and her spouse, and immediate vesting of any unvested Membership Rights, subject to their original restrictions.

The foregoing description of the Anthony Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Anthony Employment Agreement, which is filed as Exhibit 10.11 to this Report and incorporated herein by reference.

***Executive Compensation***

ONE Nuclear was formed in February 2025 and, prior to the Business Combination, ONE Nuclear had not paid any compensation to its executives or directors. Certain compensation arrangements between ONE Nuclear and Coen Weddepohl, who provides services to ONE Nuclear as a consultant and serves as Chief Investment Officer in a non-officer capacity, are described in the Proxy Statement/Prospectus in the section entitled "*Executive and Director Compensation of ONE Nuclear - Coen Weddepohl Consulting Agreement*" beginning on page 241 thereof and that information is incorporated herein by reference. The information set forth above regarding the Anthony Employment Agreement is incorporated herein by reference.

*Compensation Committee Interlocks and Insider Participation*

None of the Company's officers currently serves, or in the past year has served, as a member of the compensation committee of any entity that has one or more officers serving on the Board.

***Certain Relationships and Related Person Transactions***

Certain relationships and related person transactions are described in the Proxy Statement/Prospectus in the sections entitled "*Certain ONE Nuclear Relationships and Related Person Transactions*" beginning on page 240 thereof and "*Certain HVII Relationships and Related Party Transactions*" beginning on page 208 thereof, and such information is incorporated herein by reference.

***Legal Proceedings***

Reference is made to the disclosure regarding legal proceedings in the section of the Proxy Statement/Prospectus entitled "*Information About ONE Nuclear - Legal Proceedings*" beginning on page 236 thereof, which is incorporated herein by reference.

***Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters***

*Market Information*

Prior to the Closing, the HVII Units, HVII Class A Ordinary Shares and HVII Rights were listed on the Nasdaq Global Market under the symbols "HVIIU," "HVII" and "HVIIR," respectively. Upon the Closing, the New ONE Nuclear Common Stock was listed on Nasdaq under the symbol "ONEN." All outstanding HVII Units automatically separated into their component securities upon the Closing and, as a result, no longer trade as a separate security and were delisted from Nasdaq. All outstanding Domesticated HVII Rights were converted into shares of New ONE Nuclear Common Stock upon the Closing and, as a result, no longer trade as a separate security and were delisted from Nasdaq.

*Dividends*

The Company has not paid any cash dividends on shares of its New ONE Nuclear Common Stock to date. The Company currently intends to retain any future earnings and does not expect to pay any dividends in the foreseeable future. Any future determination to declare cash dividends will be made at the discretion of the Board, subject to applicable laws, and will depend on a number of factors, including the Company's financial condition, results of operations, capital requirements, contractual restrictions, general business conditions and other factors that the Board may deem relevant.

*Holders of Record*

Following the Closing, including the redemption of the HVII Public Shares described above and the separation of the former HVII Units and exchange of HVII Rights, there were 20 holders of record of New ONE Nuclear Common Stock. Such number does not include beneficial owners holding the Company's securities through nominee names.

*Securities Authorized for Issuance Under Equity Compensation Plan*

Reference is made to the disclosure regarding the ONE Nuclear Energy Inc. 2026 Equity and Incentive Plan (the "Incentive Plan"), which is set forth under the heading "Incentive Plan" in Item 5.02 of this Report, and which is incorporated herein by reference.

***Recent Sales of Unregistered Securities***

Reference is made to the disclosure set forth under Item 3.02 of this Report regarding the issuance and sale by the Company of certain unregistered securities, which is incorporated herein by reference.

***Description of Registrant's Securities***

The Company's securities are described in the Proxy Statement/Prospectus in the section entitled "*Description of New ONE Nuclear Securities*" beginning on page 246 thereof and that information is incorporated herein by reference. As described below in Item 5.03 of this Report, the New ONE Nuclear Organizational Documents (as defined below) became effective as of the Closing.

***Indemnification of Directors and Officers***

Information about the indemnification of the Company's directors and officers is set forth in the Proxy Statement/Prospectus in the section entitled "*Description of New ONE Nuclear Securities - Limitations on Liability and Indemnification of Officers and Directors*" beginning on page 248 thereof, which information is incorporated herein by reference. The information set forth under the heading "*Indemnification Agreements*" in Item 1.01 of this Report is incorporated herein by reference.

**Item 3.02 Unregistered Sales of Equity Securities.**

The information provided in the Introductory Note and Item 1.01 of this Form 8-K is incorporated by reference into this Item 3.02.

**Item 3.03 Material Modification to Rights of Security Holders.**

The disclosure set forth under Item 5.03 of this Report is incorporated herein by reference.

**Item 5.01 Changes in Control of Registrant.**

The disclosure set forth in the "Introductory Note" above and in Item 2.01 of this Report is incorporated herein by reference.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The disclosure set forth in Item 2.01 of this Report under the headings "*Directors and Executive Officers*," and "*Executive Compensation*" is incorporated herein by reference.

***Incentive Plan***

As previously disclosed, at the Meeting, the HVII shareholders considered and approved the Incentive Plan. The Incentive Plan was previously approved, subject to shareholder approval, by HVII's board of directors and the New ONE Nuclear Board. The Incentive Plan became effective immediately upon the Closing.

Following the Closing, a total of 12,991,077 shares of New ONE Nuclear Common Stock were reserved for issuance under the terms of the Incentive Plan, which equaled approximately 12% of the total number of shares of New ONE Nuclear Common Stock issued and outstanding immediately following the Closing. A summary of the other material terms of the Incentive Plan is included in the Proxy Statement/Prospectus in the section entitled "*Proposal No. 6 - The Incentive Plan Proposal*" beginning on page 154 thereof, which is incorporated herein by reference. The foregoing description of the Incentive Plan is qualified in its entirety by the full text of the Incentive Plan, which is attached to this Report as Exhibit 10.4 and incorporated herein by reference.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

The Domestication was effected prior to the Closing on the Closing Date by adopting a plan of domestication (the "Plan of Domestication"), filing a certificate of corporate domestication and the certificate of incorporation of HVII (the "New ONE Nuclear Charter") with the Delaware Secretary of State and filing an application to de-register with the Registrar of Companies of the Cayman Islands. Upon the effectiveness of the Domestication, HVII became a Delaware corporation named ONE Nuclear Energy Inc. The New ONE Nuclear Charter includes the governance provisions proposed by "*Proposal No. 5A Through 5F - The Advisory Organizational Documents Proposals.*" In connection with the Domestication, New ONE Nuclear also adopted bylaws (the "New ONE Nuclear Bylaws," and together with the New ONE Nuclear Charter, the "New ONE Nuclear Organizational Documents"), which became effective immediately prior to the Closing. Commencing with the effective time of the Domestication, the New ONE Nuclear Charter and the New ONE Nuclear Bylaws govern the rights of stockholders of New ONE Nuclear.

Copies of the Plan of Domestication, the New ONE Nuclear Charter and the New ONE Nuclear Bylaws and are attached to this Report as Exhibits 2.5, 3.1 and 3.2, respectively, and incorporated herein by reference.

The material terms of the New ONE Nuclear Charter and the New ONE Nuclear Bylaws, and the general effect upon the rights of holders of the Company's capital stock, are described in the sections of the Proxy Statement/Prospectus titled "*Proposal No. 5A Through 5F - The Advisory Organizational Documents Proposals*", "*Description of New ONE Nuclear Securities*" and "*Comparison of Stockholders' Rights*" beginning on pages 151, 246 and 250, respectively, thereof, which information is incorporated herein by reference.

**Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.**

On the Closing Date, in connection with the Closing, the Board adopted a new code of business conduct and ethics applicable to all of the Company's directors, officers and employees. A copy of the code of business conduct and ethics is available on the investor relations portion of the Company's website at www.onenuclear.com. The foregoing description of the code of business conduct and ethics does not purport to be complete and is qualified in its entirety by the full text of the code of business conduct and ethics, a copy of which is attached to this Report as Exhibit 14.1 and incorporated herein by reference.

**Item 5.06 Change in Shell Company Status.**

As a result of the Business Combination, the Company ceased to be a shell company. Reference is made to the disclosure in the Proxy Statement/Prospectus in the section entitled "*Proposal No. 1 - The Business Combination Proposal*" beginning on page 145 thereof, which is incorporated by reference herein.

**Item 8.01 Other Events.**

As a result of the Domestication and the Business Combination, and by operation of Rule 12g-3(a) under the Exchange Act, ONE Nuclear Energy Inc. is the successor issuer to Hennessy Capital Investment Corp. VII and has succeeded to the attributes of Hennessy Capital Investment Corp. VII as the registrant. The shares of common stock of ONE Nuclear Energy Inc., as successor to the Class A ordinary shares of Hennessy Capital Investment Corp. VII, are deemed to be registered under Section 12(b) of the Exchange Act. ONE Nuclear Energy Inc. hereby reports this succession in accordance with Rule 12g-3(f) under the Exchange Act.

**Item 9.01 Financial Statements and Exhibits.**

**(a) Financial statements of businesses or funds acquired.**

The audited financial statements of ONE Nuclear as of December 31, 2025, and for the period from February 10, 2025 (inception) through December 31, 2025, are included in the Proxy Statement/Prospectus beginning on page F-47 thereof and are incorporated by reference herein. The unaudited financial statements of ONE Nuclear as of and for the three and six months ended June 30, 2026 are attached to this Report as Exhibit 99.1 and are incorporated by reference herein. The financial information in the section titled "*ONE Nuclear Management's Discussion and Analysis of Financial Condition and Results of Operations*" is attached to this Report as Exhibit 99.2 and is incorporated by reference herein.

The audited financial statements of HVII as of December 31, 2025 and 2024, for the year ended December 31, 2025 and for the period from September 27, 2024 (inception) through December 31, 2024, are included in the Proxy Statement/Prospectus beginning on page F-17 thereof and are incorporated by reference herein. The unaudited financial statements of HVII as of and for the three and six months ended June 30, 2026, are included in the HVII Form 10-Q beginning on page 1 thereof and are incorporated by reference herein. The financial information in the section titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" is included in the HVII Form 10-Q beginning on page 16 thereof and is incorporated by reference herein.

**(b) Pro forma financial information.**

The unaudited pro forma condensed combined financial information of the Company is attached to this Report as Exhibit 99.3 and incorporated by reference herein.

**(d) Exhibits.**

| Exhibit No. | Description |
|---|---|
| 2.1† | Business Combination Agreement, dated as of October 22, 2025, by and among Hennessy Capital Investment Corp. VII, Solis Merger Sub LLC, and ONE Nuclear Energy LLC (incorporated by reference to Exhibit 2.1 to the Registration Statement on Form S-4/A filed by Hennessy Capital Investment Corp. VII on July 27, 2026). |
| 2.2 | Omnibus Amendment No. 1 to the Business Combination Agreement and Promissory Note, dated as of March 31, 2026, by and among Hennessy Capital Investment Corp. VII, Solis Merger Sub LLC, and ONE Nuclear Energy LLC (incorporated by reference to Exhibit 2.2 to the Registration Statement on Form S-4/A filed by Hennessy Capital Investment Corp. VII on July 27, 2026). |
| 2.3 | Omnibus Amendment No. 2 to the Business Combination Agreement and Promissory Note, dated as of June 1, 2026, by and among Hennessy Capital Investment Corp. VII, Solis Merger Sub LLC, and ONE Nuclear Energy LLC (incorporated by reference to Exhibit 2.3 to the Registration Statement on Form S-4/A filed by Hennessy Capital Investment Corp. VII on July 27, 2026). |
| 2.4 | Omnibus Amendment No. 3 to the Business Combination Agreement and Promissory Note, dated as of August 7, 2026, by and among Hennessy Capital Investment Corp. VII, Solis Merger Sub LLC, and ONE Nuclear Energy LLC (incorporated by reference to Exhibit 2.1 to Form 8-K filed by Hennessy Capital Investment Corp. VII's on August 10, 2026). |
| 2.5* | Plan of Domestication, dated as of September 23, 2026 |
| 3.1* | Certificate of Incorporation of ONE Nuclear Energy Inc. |
| 3.2* | Bylaws of ONE Nuclear Energy Inc. |
| 4.1 | Specimen Common Stock Certificate of ONE Nuclear Energy Inc. (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form S-4/A filed by Hennessy Capital Investment Corp. VII on July 27, 2026). |
| 10.1* | Amended and Restated Registration Rights Agreement, dated as of September 23, 2026, by and among ONE Nuclear Energy Inc. and certain securityholders |
| 10.2* | Form of Lock-Up Agreement |
| 10.3* | Form of Indemnification Agreement |
| 10.4+* | ONE Nuclear Energy Inc. 2026 Equity and Incentive Plan |
| 10.5+* | Form of Option Award Agreement |
| 10.6+* | Form of RSU Award Agreement |
| 10.7+ | Executive Services Agreement, dated August 18, 2025, by and between ONE Nuclear and BCR-ABL LLC (incorporated by reference to Exhibit 10.4 to the Registration Statement on Form S-4 filed by Hennessy Capital Investment Corp. VII on December 23, 2025) |
| 10.8+ | Promissory Note, dated December 19, 2025, issued by ONE Nuclear Energy LLC to Hennessy Capital Investment Corp. VII (incorporated by reference to Exhibit 10.5 to the Registration Statement on Form S-4 filed by Hennessy Capital Investment Corp. VII on December 23, 2025) |
| 10.9* | Second Amended and Restated Engagement Letter, dated September 23, 2026, by and between ONE Nuclear Energy LLC and B. Riley Securities, Inc. |
| 10.10* | Amendment No. 7, dated September 23, 2026, to Promissory Note, dated February 18, 2026, by and between ONE Nuclear Energy LLC and B. Riley Principal Capital, LLC |
| 10.11* | Executive Employment Agreement, by and between ONE Nuclear Energy, Inc. and Ann Anthony, effective as of September 23, 2026 |
| 14.1* | Code of Business Conduct of ONE Nuclear Energy Inc. |
| 21.1* | List of Subsidiaries of ONE Nuclear Energy Inc. |
| 99.1* | Unaudited financial statements of ONE Nuclear Energy LLC as of and for the three and six months ended June 30, 2026 |
| 99.2* | Management's Discussion and Analysis of Financial Condition and Results of Operations of ONE Nuclear Energy LLC for the three and six months ended June 30, 2026 |
| 99.3* | Unaudited Pro Forma Condensed Consolidated Combined Financial Statements |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

* Filed or furnished herewith.

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

\+ Indicates management contract or compensatory plan, contract or arrangement.

## SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

| | |
|---|---|
| | **ONE NUCLEAR ENERGY INC.** |
| Date: September 29, 2026 | */s/ Richard Taylor* |
| | Name: Richard Taylor |
| | Title: Chief Executive Officer |

**Exhibit 2.5**

# PLAN OF DOMESTICATION

This PLAN OF DOMESTICATION (this "Plan of Domestication") is made on September 23, 2026, and sets forth the terms and conditions pursuant to which Hennessy Capital Investment Corp. VII, a Cayman Islands exempted company with limited liability ("HVII"), shall effect a domestication and become a Delaware corporation (the "Domestication") to be known as ONE Nuclear Energy Inc. (the "Domesticated Corporation"), pursuant to Section388 of the Delaware General Corporation Law (the "DGCL").

## RECITALS

**WHEREAS**, HVII is a Cayman Islands exempted company with limited liability duly formed and validly existing under the laws of the Cayman Islands;

**WHEREAS**, HVII is a party to that certain Business Combination Agreement, dated as of October 22, 2025, by and among HVII, Solis Merger Sub LLC and ONE Nuclear Energy LLC (as may be amended, modified or supplemented from time to time, the "BCA");

**WHEREAS**, the Board of Directors of HVII (the "Board") has determined that it is advisable and in the best interests of HVII that HVII be domesticated as and thereafter become, and continue to exist as, a Delaware corporation in accordance with Section 388 of the DGCL;

**WHEREAS**, the Board has duly approved, authorized, adopted, ratified and confirmed the Domestication, this Plan of Domestication and each corporate action to be taken by the Domesticated Corporation in connection with the Domestication as set forth in this Plan of Domestication, all in accordance with the Amended and Restated Memorandum and Articles of Association of HVII, effective as of January 16, 2025 (as may be amended, modified or supplemented from time to time, the "Cayman Organizational Documents"), and the Companies Act (As Revised) of the Cayman Islands (the "Companies Act") and pursuant to Section 388(l) of the DGCL; and

**WHEREAS**, the shareholders of HVII have duly approved, authorized and adopted the Domestication, this Plan of Domestication and each corporate action to be taken by the Domesticated Corporation in connection with the Domestication as set forth in this Plan of Domestication, all in accordance with the Cayman Organizational Documents and the Companies Act and pursuant to Section 388 of the DGCL.

**NOW, THEREFORE**, in consideration and respect of the foregoing, HVII hereby adopts this Plan of Domestication setting forth the terms governing the Domestication as follows:

1. Domestication. Upon the Certificate of Domestication, in the form attached hereto as Exhibit A (the "Certificate of Domestication"), and the Certificate of Incorporation, in the form attached hereto as Exhibit B (the "Certificate of Incorporation"), becoming effective under Section 103 of the DGCL (the "Effective Time"), HVII will be domesticated as a Delaware corporation, pursuant to Section 388 of the DGCL, under the name "ONE Nuclear Energy Inc." and will, for all purposes of the laws of the State of Delaware, be deemed to be the same entity as HVII. HVII will not be required to wind up its affairs or pay its liabilities and distribute its assets, and the Domestication will not be deemed to constitute a dissolution of HVII and will constitute a continuation of the existence of HVII in the form of a Delaware corporation.

2. Effective Time. Promptly after the Redemption (as contemplated by, and defined in, the BCA), HVII shall file the Certificate of Domestication and the Certificate of Incorporation with the Secretary of State of the State of Delaware pursuant to Sections 103 and 388 of the DGCL.

3. Conversion of Securities. Immediately prior to the Domestication, each Class B ordinary share of HVII then issued and outstanding will be automatically converted into one Class A ordinary share of HVII in accordance with the Cayman Organizational Documents. Immediately following such conversion and at the Effective Time, by virtue of the Domestication:(a) (b) (c) each of the then issued and outstanding Class A ordinary shares of HVII will convert automatically, on a one-for-one basis, into one share of common stock, par value $0.0001 per share, of the Domesticated Corporation ("Domesticated Corporation Common Stock") having the rights, powers and privileges and the obligations set forth in the Certificate of Incorporation; each of the then issued and outstanding rights of HVII will convert automatically, on a one-for-one basis, into one right to receive one-twelfth of one share of Domesticated Corporation Common Stock pursuant to, and subject to the terms and conditions of, the Share Rights Agreement, dated January 16, 2025, by and between HVII and Odyssey Transfer & Trust Company, as rights agent (the "Rights Agreement"); and each of the then issued and outstanding units of HVII that have not been previously separated into the underlying Class A ordinary shares and underlying rights of HVII upon the request of the holder thereof, will be canceled and will entitle the holder thereof to one share of Domesticated Corporation Common Stock and one right to receive one-twelfth of one share of Domesticated Corporation Common Stock pursuant to, and subject to the terms and conditions of, the Rights Agreement.

4. Tax Matters. For United States federal income tax purposes, the Domestication is intended to qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the U.S. Internal Revenue Code of 1986, as amended, and this Plan of Domestication is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

5. Governing Documents. (a) At the Effective Time, the certificate of incorporation of HVII (initially filed in accordance with the Companies Act) shall be canceled and the Cayman Organizational Documents shall be terminated and be of no further force or effect, and (b) from and after the Effective Time, the Certificate of Incorporation and the Bylaws of the Domesticated Corporation, in the form attached hereto as Exhibit C (the "Bylaws"), will govern the affairs of the Domesticated Corporation and the conduct of its business, until thereafter amended in accordance with the DGCL and their respective terms.

6. Board of Directors. Each member of the Board as of immediately prior to the Effective Time shall be a director of the Domesticated Corporation from and after the Effective Time, each of whom shall serve as a director of the Domesticated Corporation until such time as his or her respective successor has been duly elected and qualified, or until such director's earlier removal, resignation, death or disability, in each case, in accordance with the DGCL, the Certificate of Incorporation and the Bylaws.

7. Officers. Each officer of HVII as of immediately prior to the Effective Time shall be an officer of the Domesticated Corporation from and after the Effective Time and shall retain the same title with the Domesticated Corporation from and after the Effective Time as he or she had with HVII immediately prior to the Effective Time, each of whom shall serve until such time as his or her respective successor has been designated by the Board, or until such officer's earlier removal, resignation, death or disability, in each case, in accordance with the DGCL, the Certificate of Incorporation and the Bylaws.

8. Effects of Domestication. Immediately upon the Effective Time, the Domestication shall have the effects set forth in Section 388 of the DGCL, including, without limitation, all of the rights, privileges and powers of HVII, and all property, real, personal and mixed, and all debts due to HVII, as well as all other things and causes of action belonging to HVII, will remain vested in the Domesticated Corporation and will be the property of the Domesticated Corporation and the title to any real property vested by deed or otherwise in HVII will not revert or be in any way impaired by reason of the DGCL. Following the Domestication, all rights of creditors and all liens upon any property of HVII will be preserved unimpaired, and all debts, liabilities and duties of HVII will remain attached to the Domesticated Corporation, and may be enforced against the Domesticated Corporation to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by the Domesticated Corporation. The rights, privileges, powers and interests in property of HVII as well as the debts, liabilities and duties of HVII, will not be deemed, as a consequence of the Domestication, to have been transferred to the Domesticated Corporation for any purpose of the laws of the State of Delaware.

9. Corporate Actions. Each corporate action that was approved by the shareholders of HVII at the extraordinary general meeting of shareholders of HVII held on August 24, 2026 at which this Plan of Domestication was approved shall be deemed authorized, adopted and approved by the Domesticated Corporation and its Board of Directors and stockholders.

10. Further Assurances. If at any time the Domesticated Corporation, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to carry out the purposes of this Plan of Domestication, HVII and its directors and authorized officers shall be deemed to have granted to the Domesticated Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Domesticated Corporation and otherwise to carry out the purposes of this Plan of Domestication, and the directors and authorized officers of the Domesticated Corporation are fully authorized in the name of HVII or otherwise to take any and all such action.

11. Amendment or Termination. This Plan of Domestication may be amended or terminated at any time before the Effective Time by action of the Board.

12. Governing Law. This Plan of Domestication shall be governed by and construed in accordance with the laws of the State of Delaware, including the DGCL, without giving effect to any choice of law or conflict of law provisions or rule (except to the extent that the laws of the Cayman Islands govern the Domestication and the adoption and approval of this Plan of Domestication and each corporate action to be taken by the Domesticated Corporation in connection with the Domestication as set forth in this Plan of Domestication) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

*[Signature on next page.]*

**IN WITNESS WHEREOF**, this Plan of Domestication has been duly executed and delivered by a duly authorized officer of HVII as of the date first written above.

**HENNESSY CAPITAL INVESTMENT CORP. VII**

By: */s/ Daniel J. Hennessy*
Name: Daniel J. Hennessy
Title: Chief Executive Officer

**Exhibit A**
**Certificate of Domestication**

[In*tentionally Omitted]*

**Exhibit B**
**Certificate of Incorporation**

*[Intentionally Omitted]*

**Exhibit C**
**Bylaws**

*[Intentionally Omitted]*

**Exhibit 3.1**

# CERTIFICATE OF INCORPORATION
# OF
# ONE NUCLEAR ENERGY INC.

## ARTICLE I
## NAME

The name of the Corporation is ONE Nuclear Energy Inc. (the "***Corporation***").

## ARTICLE II
## PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as amended from time to time (the "***DGCL***").

## ARTICLE III
## REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, County of New Castle, DE 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

## ARTICLE IV
## CAPITAL STOCK

Section 4.1 Authorized Capital Stock. The Corporation is authorized to issue a total of 501,000,000 shares of capital stock, each with a par value of $0.0001 per share, consisting of (a) 500,000,000 shares of common stock (the "***Common Stock***"), and (b) 1,000,000 shares of preferred stock (the "***Preferred Stock***"). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of capital stock representing a majority of the voting power of all the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class (unless a separate vote of any holders of one or more series of Preferred Stock is required by the express terms of such series), irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 4.2 Preferred Stock. The Board of Directors of the Corporation (the "***Board***") is hereby expressly authorized to provide out of the unissued shares of the Preferred Stock for one or more series of Preferred Stock and to establish from time to time the number of shares to be included in each such series and to fix the voting rights, if any, designations, powers, preferences, and relative, participating, optional, special, and other rights, if any, of each such series and any qualifications, limitations, and restrictions thereof, as shall be stated in the resolution or resolutions adopted by the Board providing for the issuance of such series and included in a certificate of designation (a "***Preferred Stock Designation***") filed pursuant to the DGCL, and the Board is hereby expressly vested with the authority to the fullest extent provided by the DGCL, now or hereafter, to adopt any such resolution or resolutions.

Section 4.3 Voting.

(a) Voting Power. Except as otherwise required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), the holders of the Common Stock shall exclusively possess all voting power with respect to the Corporation.

(b) Nature of Voting Rights. Except as may be otherwise provided in this Certificate (including any Preferred Stock Designation) or required by any non-waivable provision of applicable law, at all meetings of the stockholders and on all matters properly submitted to a vote of the stockholders, each holder of Common Stock, as such, shall (i) have the right to one vote per share of Common Stock held of record by such holder; (ii) be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, as the same may be amended from time to time (the "***Bylaws***"); and (iii) be entitled to vote only upon such matters and in such manner as may be provided by this Certificate or the Bylaws; provided, however, that, except as otherwise required by any non-waivable provision of applicable law, holders of shares of Common Stock shall not be entitled to vote on any amendment to this Certificate (including any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any Preferred Stock Designation). This Certificate does not authorize cumulative voting.

(c) Modification. Notwithstanding any other provisions of applicable law, this Certificate, or the Bylaws that may otherwise permit a lesser vote of the stockholders, but in addition to any vote of the holders of shares of any class or series of capital stock of the Corporation required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of Common Stock entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Section 4.3.

Section 4.4 Dividends. Except as otherwise provided in this Certificate (including any Preferred Stock Designation) or required by any non-waivable provision of applicable law, the Board may from time to time declare, and the Corporation may pay, dividends on outstanding shares of Common Stock from funds lawfully available therefor. Notwithstanding the foregoing, the Board may pay or make a disparate dividend or distribution per share of Common Stock (whether in the amount of such dividend or distribution payable per share, the form in which such dividend is payable, the timing of the payment, or otherwise) if such disparate dividend is approved by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock.

Section 4.5 Liquidation, Dissolution, or Winding Up of the Corporation. Except as otherwise provided in this Certificate (including any Preferred Stock Designation) or required by any non-waivable provision of applicable law, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders. Notwithstanding the foregoing, the Board may pay or make a disparate distribution per share of Common Stock (whether in the amount of such dividend or distribution payable per share, the form in which such dividend or distribution is payable, the timing of the payment, or otherwise) if such disparate distribution is approved by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock.

Section 4.6 Nature of Rights. Except as may be otherwise provided in this Certificate or required by any non-waivable provision of applicable law, all shares of Common Stock shall have the same rights, privileges, and powers, shall rank equally (including, without limitation, as to dividends and distributions, and upon any liquidation, dissolution, distribution of assets or winding up of the Corporation), shall share ratably, and shall be identical in all respects and as to all matters.

Section 4.7 Rights, Warrants, and Options. The Corporation may create and issue rights, warrants, and options entitling the holders thereof to acquire from the Corporation any shares of capital stock of the Corporation of any class or classes, with such rights, warrants, and options to be evidenced by or in such instruments approved by the Board. The Board is empowered to set the exercise price, duration, times for exercise, and other terms and conditions of such rights, warrants, or options; provided, however, that the consideration to be received for any shares of Common Stock issuable upon exercise thereof may not be less than the par value thereof.

## ARTICLE V
## BOARD OF DIRECTORS

Section 5.1 Board Powers. The Board shall manage and direct the business and affairs of the Corporation. The Board is empowered to exercise all such powers and to do all such acts as may be exercised or done by the Corporation. This grant of power to the Board does not limit any of the powers expressly given to the Board under, but is subject to any conflicting provision of, the DGCL (to the extent that such provision is non-waivable), this Certificate, and the Bylaws; provided, however, that a provision or a modification of a provision of the Bylaws adopted by the stockholders shall not invalidate any prior act of the Board that would have been valid if such addition or modification of a provision to the Bylaws had not been adopted.

Section 5.2 Number. As of the effectiveness of this Certificate, the number of directors constituting the Board shall be seven (7). Other than those, if any, who may be elected by the holders of one or more series of the Preferred Stock voting separately by class or series, this number may be increased or decreased at any time and from time to time by the written resolution of the Board. However, in no event may a decrease in the number of directors constituting the Board shorten the term of any incumbent director or result in there being less than one director.

Section 5.3 Classification; Term.

(a) Classification and Initial Term. The Board shall be classified into three classes: Class I, Class II, and Class III. As of the date hereof, the number of directors in Class I shall be two (2), the number of directors in Class II shall be two (2), and the number of directors in Class III shall be three (3). The initial terms of the initial Class I directors shall expire at the first annual meeting of the stockholders following the effectiveness of this Certificate. The initial terms of the initial Class II directors shall expire at the second annual meeting of the stockholders following the effectiveness of this Certificate. The initial terms of the initial Class III directors shall expire at the third annual meeting of the stockholders following the effectiveness of this Certificate. If the number of directors constituting the Board is changed pursuant to Section 5.2, any resulting increase or decrease shall be apportioned by the Board among the director classes so as to maintain the proportion of directors in each class as nearly equal as possible.

(b) Term. Except as set forth in Section 5.3(a) with respect to the initial terms of the initial directors in the director classes, a director's term shall expire at the third annual meeting of the stockholders following his or her most recent election or re-election as such. Each director shall hold office until such director's successor is elected and qualified, or until such director's earlier resignation, retirement, disqualification, removal, or death from office. Any director may resign at any time upon notice to the Corporation given in writing by any electronic transmission permitted in the Corporation's Bylaws or in accordance with applicable law. In the event of any increase or decrease in the authorized number of directors each director then serving as such shall nevertheless continue as a director of the class of which he or she is a member.

(c) Limitation. Notwithstanding anything to the contrary in Section 5.3(a), Section 5.3(b), or Section 5.5, (i) if the stockholders do not re-elect (or elect, with respect to a director appointed by the Board pursuant to Section 5.5) a director upon the expiration of his or her then-current term, he or she shall nonetheless remain in office until the qualification of his or her successor and (ii) a director's term shall end early upon his or her resignation, retirement, disqualification, removal, or death.

Section 5.4 Election. At the Corporation's annual meeting of the stockholders at which a quorum is present, the election of directors shall be determined by a plurality of the votes cast by the stockholders present, in person or represented by proxy, at the meeting and entitled to vote thereon. The immediately preceding sentence is subject to the rights of the holders of one or more series of Preferred Stock, voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock. Unless required by the Bylaws, the directors need not be elected by written ballot.

Section 5.5 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from a director's resignation, retirement, disqualification, removal, or death may be filled solely and exclusively by the vote of a majority of the remaining directors then in office (or, if applicable, the sole remaining director), even if such directors constitute less than a quorum. Any director so appointed shall hold office until the expiration of the remaining full term of the class of directors to which the new directorship was added or in which the vacancy occurred, subject to Section 5.3(c).

Section 5.6 Removal. Any or all of the directors may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of 66.67% of the voting power of all then-outstanding shares of Common Stock entitled to vote generally in the election of directors. Notwithstanding any other provisions of applicable law, this Certificate, or the Bylaws that may otherwise permit a lesser vote of the stockholders, but in addition to any vote of the holders of shares of any class or series of capital stock of the Corporation required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of Common Stock entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Section 5.6.

Section 5.7 Preferred Stock-Directors. Notwithstanding any other provision of this Article V, and except as otherwise required by any non-waivable provision of applicable law, whenever the holders of one or more series of the Preferred Stock shall have the right, voting separately by class or series, to elect one or more directors, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of such series of the Preferred Stock as set forth in this Certificate (including any Preferred Stock Designation) and such directors shall not be included in any of the classes created pursuant to this Article V unless expressly provided by such terms.

## ARTICLE VI
## BYLAWS

In furtherance and not in limitation of the powers conferred upon it by the DGCL, and subject to the terms of any series of outstanding Preferred Stock, the Board shall have the power to adopt, amend, alter, or repeal the Bylaws by the affirmative vote of a majority of the directors. The stockholders may not adopt, amend, alter, or repeal the Bylaws, or adopt any provision inconsistent therewith, unless such action is approved, in addition to any other vote required by this Certificate (including any Preferred Stock Designation), by the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of the Common Stock entitled to vote thereon. Notwithstanding any other provisions of applicable law, this Certificate, or the Bylaws that may otherwise permit a lesser vote of the stockholders, but in addition to any vote of the holders of shares of any class or series of capital stock of the Corporation required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of Common Stock entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article VI.

## ARTICLE VII
## SPECIAL MEETINGS OF STOCKHOLDERS; NO ACTION BY WRITTEN CONSENT

Section 7.1 Special Meetings. Subject to the rights, if any, of the holders of any outstanding series of the Preferred Stock, and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board, the Chief Executive Officer of the Corporation, or the Board pursuant to a resolution adopted by a majority of the Board, and the ability of the stockholders of the Corporation to call a special meeting is hereby specifically denied. Except as provided in the foregoing sentence, special meetings of stockholders of the Corporation may not be called by another person or persons.

Section 7.2 Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders shall be given in the manner provided in the Bylaws.

Section 7.3 Effectuation; No Action by Written Consent. Except as may be otherwise provided for or fixed pursuant to this Certificate (including any Preferred Stock Designation) relating to the rights of the holders of any outstanding series of Preferred Stock, any action required or permitted to be taken by the stockholders at any annual or special meeting of the stockholders may be effected only at a duly called annual or special meeting of the stockholders and may not be effected by any written consent in lieu thereof by such stockholders.

Section 7.4 Modification. Notwithstanding any other provisions of applicable law, this Certificate, or the Bylaws that may otherwise permit a lesser vote of the stockholders, but in addition to any vote of the holders of shares of any class or series of capital stock of the Corporation required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of Common Stock entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article VII.

## ARTICLE VIII
## LIMITED LIABILITY; INDEMNIFICATION

Section 8.1. Limitation of Liability. To the fullest extent permitted by the DGCL, a director or officer shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability (a) for any breach of the director's or officer's duty of loyalty to the Corporation or its stockholders; (b) for acts or omissions not made in good faith or which involve intentional misconduct or a knowing violation of law; (c) in the case of directors, under Section 174 of the DGCL; or (d) for any transaction from which the director or officer derived an improper personal benefit. Any amendment, modification, or repeal of the foregoing sentence shall not adversely affect any right or protection of a director or officer hereunder in respect of any act or omission occurring prior to the time of such amendment, modification, or repeal. If the DGCL is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer shall be further eliminated or limited to the fullest extent permitted by the DGCL as so amended, automatically and without further action, upon the date of such amendment.

Section 8.2 Indemnification and Advancement of Expenses.

(a) To the fullest extent permitted by the DGCL, the Corporation shall indemnify and hold harmless each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "***proceeding***") by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, other enterprise, or nonprofit entity, including, without limitation, service with respect to an employee benefit plan (an "***indemnitee***"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or agent, or in any other capacity while serving as a director, officer, employee, or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes, and penalties and amounts paid in settlement) reasonably incurred by such indemnitee in connection with such proceeding. The Corporation shall, to the fullest extent permitted by the DGCL, pay the expenses (including attorneys' fees) incurred by an indemnitee in defending or otherwise participating in any proceeding in advance of its final disposition; provided, however, that, to the extent required by any non-waivable provision of the DGCL, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking, by or on behalf of the indemnitee, to repay all amounts so advanced if it is ultimately determined that the indemnitee is not entitled to be indemnified under this Section 8.2 or otherwise. The rights to indemnification and advancement of expenses conferred by this Section 8.2 are contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of his or her heirs, executors, and administrators. Notwithstanding the foregoing provisions of this Section 8.2(a), except for proceedings to enforce rights to indemnification and advancement of expenses, the Corporation shall indemnify and advance expenses to an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board.

(b) The rights to indemnification and advancement of expenses conferred on any indemnitee by this Section 8.2 shall not be exclusive of any other rights that any indemnitee may have or hereafter acquire under applicable law, this Certificate, the Bylaws, an agreement, a vote of stockholders or disinterested directors, or otherwise.

(c) Any repeal or amendment of this Section 8.2 arising for any reason shall, unless otherwise required by any non-waivable provision of applicable law or by the express provisions of such repeal or amendment, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not in any way diminish or adversely affect any right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision in respect of any proceeding (regardless of when such proceeding is first threatened, commenced, or completed) arising out of, or related to, any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

(d) This Section 8.2 shall not limit the right of the Corporation, to the extent and in the manner authorized or permitted by applicable law, to indemnify and to advance expenses to persons other than indemnitees.

Section 8.3 Modification. Notwithstanding any other provisions of applicable law, this Certificate, or the Bylaws that may otherwise permit a lesser vote of the stockholders, but in addition to any vote of the holders of shares of any class or series of capital stock of the Corporation required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of Common Stock entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article VIII.

## ARTICLE IX
## AMENDMENTS TO THE CERTIFICATE OF INCORPORATION

This Certificate may not be amended, amended and restated, or repealed except with the approval of the Board and, except as otherwise set forth in this Certificate, with the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of the Common Stock entitled to vote thereon; provided, however, that the foregoing is subject to the rights, if any, of the holders of any outstanding series of the Preferred Stock. Notwithstanding the foregoing, except as otherwise required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), holders of shares of Common Stock shall not be entitled to vote on any amendment to this Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series of Preferred Stock are entitled exclusively, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any Preferred Stock Designation) or the DGCL. Notwithstanding any other provisions of applicable law, this Certificate, or the Bylaws that may otherwise permit a lesser vote of the stockholders, but in addition to any vote of the holders of shares of any class or series of capital stock of the Corporation required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of Common Stock entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article IX.

## ARTICLE X
## EXCLUSIVE FORUM

Section 10.1 Forum.

(a) Claims Arising Under State Law. Subject to Section 10.1(b), to the fullest extent permitted by applicable law and absent the Corporation's express written consent to an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for any stockholder (including any beneficial owner thereof) to bring (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action or proceeding asserting a claim of, or a claim based on, a breach of a fiduciary duty owed by any current or former director, officer, or other employee of the Corporation to the Corporation or the Corporation's stockholders; (iii) any action or proceeding asserting a claim arising pursuant to any provision of the DGCL, this Certificate, or the Bylaws (including, without limitation, with respect to the interpretation, validity, or enforceability of any provision hereof or thereof); or (iv) any action asserting a claim governed by the internal affairs doctrine.

(b) Claims Arising Under Federal Law. To the fullest extent permitted by applicable law and absent the Corporation's express written consent to an alternative forum, the United States District Court for the District of Delaware shall be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

Section 10.2 Consent to Jurisdiction. If any action the subject matter of which is within the scope of Section 10.1 is filed in a court other than in accordance therewith (a "***Foreign Action***") in the name of any stockholder (or a beneficial owner thereof), such stockholder or beneficial owner, as applicable, shall be deemed to have consented to (a) the personal jurisdiction of the state courts located within the State of Delaware in connection with any action brought in any such court to enforce Section 10.1(a) or the personal jurisdiction of the United States District Court for the District of Delaware in connection with any action brought in any such court to enforce Section 10.1(b) (an "***FSC Enforcement Action***") and (b) having service of process made upon him, her, or it in any such FSC Enforcement Action by service upon his, her, or its counsel in the Foreign Action as agent for such stockholder or beneficial owner, as applicable.

Section 10.3 Severability. If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by applicable law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article X (including, without limitation, each portion of any sentence of this Article X containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal, or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

Section 10.4 Deemed Notice. Any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation shall be deemed to have notice of and consented to this Article X.

Section 10.5 Modification. Notwithstanding any other provisions of applicable law, this Certificate, or the Bylaws that may otherwise permit a lesser vote of the stockholders, but in addition to any vote of the holders of shares of any class or series of capital stock of the Corporation required by any non-waivable provision of applicable law or this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of Common Stock entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article X.

## ARTICLE XI
## MISCELLANEOUS

The name and mailing address of the sole incorporator is as follows:

Daniel J. Hennessy
PO BOX 11173
Zephyr Cove, NV 89448

*[Signature on next page.]*

IN WITNESS WHEREOF, ONE Nuclear Energy Inc. has caused this Certificate of Incorporation to be duly executed and acknowledged in its name and on its behalf by its Incorporator on this 23rd day of September, 2026.

**ONE Nuclear Energy Inc.**

By: */s/ Daniel J. Hennessy*
Name: Daniel J. Hennessy
Title: Incorporator

*[Signature Page to Certificate of Incorporation]*

**Exhibit 3.2**

# BY LAWS

# OF

# ONE NUCLEAR ENERGY INC.

# (THE "CORPORATION")

## ARTICLE I

## OFFICES

**Section 1.1. Registered Office**. The registered office of the Corporation within the State of Delaware shall be located at either (a) the principal place of business of the Corporation in the State of Delaware or (b) the office of the corporation or individual acting as the Corporation's registered agent in Delaware.

**Section 1.2. Additional Offices**. The Corporation may, in addition to its registered office in the State of Delaware, have such other offices and places of business, both within and outside the State of Delaware, as the Board of Directors of the Corporation (the "***Board***") may from time to time determine or as the business and affairs of the Corporation may require.

## ARTICLE II

## STOCKHOLDERS MEETINGS

**Section 2.1. Annual Meetings**. The annual meeting of stockholders shall be held at such place, either within or without the State of Delaware, and time and on such date as shall be determined by the Board and stated in the notice of the meeting, provided that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 9.5(a). At each annual meeting, the stockholders entitled to vote on such matters shall elect those directors of the Corporation to fill any term of a directorship that expires on the date of such annual meeting and may transact any other business as may properly be brought before the meeting.

**Section 2.2. Special Meetings**. Subject to the rights of the holders of any outstanding series of the preferred stock of the Corporation ("***Preferred Stock***"), and to the requirements of applicable law, special meetings of stockholders, for any purpose or purposes, may be called only by the Chairman of the Board, the Board pursuant to a resolution adopted by a majority of the Board or the Chief Executive Officer, and may not be called by any other person. Special meetings of stockholders shall be held at such place, either within or without the State of Delaware, and at such time and on such date as shall be determined by the Board and stated in the Corporation's notice of the meeting, provided that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 9.5(a).

**Section 2.3. Notices.** Written notice of each stockholders meeting stating the place, if any, date, and time of the meeting, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, shall be given in the manner permitted by Section 9.3 to each stockholder entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting, by the Corporation not less than 10 nor more than 60 days before the date of the meeting unless otherwise required by the General Corporation Law of the State of Delaware (the "***DGCL***"). If said notice is for a stockholders meeting other than an annual meeting, it shall in addition state the purpose or purposes for which the meeting is called, and the business transacted at such meeting shall be limited to the matters so stated in the Corporation's notice of meeting (or any supplement thereto). Any meeting of stockholders as to which notice has been given may be postponed, and any meeting of stockholders as to which notice has been given may be cancelled, by the Board upon public announcement (as defined in Section 2.7(c)) given before the date previously scheduled for such meeting.

**Section 2.4. Quorum**. Except as otherwise provided by applicable law, the Corporation's Certificate of Incorporation, as the same may be amended or restated from time to time (the "***Certificate of Incorporation***") or these By Laws, the presence, in person or by proxy, at a stockholders meeting of the holders of shares of outstanding capital stock of the Corporation representing a majority of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote at such meeting shall constitute a quorum for the transaction of business at such meeting, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of shares representing a majority of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. If a quorum shall not be present or represented by proxy at any meeting of the stockholders of the Corporation, the chairman of the meeting may adjourn the meeting from time to time in the manner provided in Section 2.6 until a quorum shall attend. The stockholders present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the voting power of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any such other corporation to vote shares held by it in a fiduciary capacity.

**Section 2.5. Voting of Shares**.

(a) Voting Lists. The Secretary of the Corporation (the "***Secretary***") shall prepare, or shall cause the officer or agent who has charge of the stock ledger of the Corporation to prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders of record entitled to vote at such meeting; provided, however, that if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order and showing the address and the number and class of shares registered in the name of each stockholder. Nothing contained in this Section 2.5(a) shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If a meeting of stockholders is to be held solely by means of remote communication as permitted by Section 9.5(a), the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by this Section 2.5(a) or to vote in person or by proxy at any meeting of stockholders.

(b) Manner of Voting. At any stockholders meeting, every stockholder entitled to vote may vote in person or by proxy. If authorized by the Board, the voting by stockholders or proxy holders at any meeting conducted by remote communication may be effected by a ballot submitted by electronic transmission (as defined in Section 9.3), provided that any such electronic transmission must either set forth or be submitted with information from which the Corporation can determine that the electronic transmission was authorized by the stockholder or proxy holder. The Board, in its discretion, or the chairman of the meeting of stockholders, in such person's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(c) Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Proxies need not be filed with the Secretary until the meeting is called to order, but shall be filed with the Secretary before being voted. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, either of the following shall constitute a valid means by which a stockholder may grant such authority. No stockholder shall have cumulative voting rights.

(i) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or such stockholder's authorized officer, director, employee or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means, including, but not limited to, by facsimile signature.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

(d) Required Vote. Subject to the rights of the holders of one or more series of Preferred Stock, voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock, at all meetings of stockholders at which a quorum is present, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. All other matters presented to the stockholders at a meeting at which a quorum is present shall be determined by the vote of a majority of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon, unless the matter is one upon which, by applicable law, the Certificate of Incorporation, these By Laws or applicable stock exchange rules, a different vote is required, in which case such provision shall govern and control the decision of such matter.

(e) Inspectors of Election. The Board may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more persons as inspectors of election, who may be employees of the Corporation or otherwise serve the Corporation in other capacities, to act at such meeting of stockholders or any adjournment thereof and to make a written report thereof. The Board may appoint one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspectors of election or alternates are appointed by the Board, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall ascertain and report the number of outstanding shares and the voting power of each; determine the number of shares present in person or represented by proxy at the meeting and the validity of proxies and ballots; count all votes and ballots and report the results; determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. No person who is a candidate for an office at an election may serve as an inspector at such election. Each report of an inspector shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors.

**Section 2.6. Adjournments**. Any meeting of stockholders, annual or special, may be adjourned by the chairman of the meeting, from time to time, whether or not there is a quorum, to reconvene at the same or some other place. Notice need not be given of any such adjourned meeting if the date, time, and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders, or the holders of any class or series of stock entitled to vote separately as a class, as the case may be, may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 9.2, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

**Section 2.7. Advance Notice for Business**.

(a) Annual Meetings of Stockholders. No business may be transacted at an annual meeting of stockholders, other than business that is either (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the annual meeting by or at the direction of the Board or (iii) otherwise properly brought before the annual meeting by any stockholder of the Corporation (x) who is a stockholder of record entitled to vote at such annual meeting on the date of the giving of the notice provided for in this Section 2.7(a) and on the record date for the determination of stockholders entitled to vote at such annual meeting and (y) who complies with the notice procedures set forth in this Section 2.7(a). Notwithstanding anything in this Section 2.7(a) to the contrary, only persons nominated for election as a director to fill any term of a directorship that expires on the date of the annual meeting pursuant to Section 3.2 will be considered for election at such meeting.

(i) In addition to any other applicable requirements, for business (other than nominations) to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary and such business must otherwise be a proper matter for stockholder action. Subject to Section 2.7(a)(iii), a stockholder's notice to the Secretary with respect to such business, to be timely, must be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting is first made by the Corporation. The public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 2.7(a).

(ii) To be in proper written form, a stockholder's notice to the Secretary with respect to any business (other than nominations) must set forth as to each such matter such stockholder proposes to bring before the annual meeting (A) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event such business includes a proposal to amend these By Laws, the language of the proposed amendment) and the reasons for conducting such business at the annual meeting, (B) the name and record address of such stockholder and the name and address of the beneficial owner, if any, on whose behalf the proposal is made, (C) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and by the beneficial owner, if any, on whose behalf the proposal is made, (D) a description of all arrangements or understandings between such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and any other person or persons (including their names) in connection with the proposal of such business by such stockholder, (E) any material interest of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made in such business and (F) a representation that such stockholder (or a qualified representative of such stockholder) intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

(iii) The foregoing notice requirements of this Section 2.7(a) shall be deemed satisfied by a stockholder as to any proposal (other than nominations) if the stockholder has notified the Corporation of such stockholder's intention to present such proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and such stockholder has complied with the requirements of such Rule for inclusion of such proposal in a proxy statement prepared by the Corporation to solicit proxies for such annual meeting. No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 2.7(a), provided, however, that once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 2.7(a) shall be deemed to preclude discussion by any stockholder of any such business. If the Board or the chairman of the annual meeting determines that any stockholder proposal was not made in accordance with the provisions of this Section 2.7(a) or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 2.7(a), such proposal shall not be presented for action at the annual meeting. Notwithstanding the foregoing provisions of this Section 2.7(a), if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such matter may have been received by the Corporation.

(iv) In addition to the provisions of this Section 2.7(a), a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 2.7(a) shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting only pursuant to Section 3.2.

(c) Public Announcement. For purposes of these By Laws, "***public announcement***" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act (or any successor thereto).

**Section 2.8. Conduct of Meetings**. The chairman of each annual and special meeting of stockholders shall be the Chairman of the Board or, in the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the Chief Executive Officer or if the Chief Executive Officer is not a director, the President (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the President or if the President is not a director, such other person as shall be appointed by the Board. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board may adopt such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with these By Laws or such rules and regulations as adopted by the Board, the chairman of any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The secretary of each annual and special meeting of stockholders shall be the Secretary or, in the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary so appointed to act by the chairman of the meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

**Section 2.9. Action Without Meeting.** No action shall be taken by the stockholders except at an annual or special meeting of stockholders called in accordance with these By Laws, and no action shall be taken by the stockholders by written consent or electronic transmission.

## ARTICLE III

## DIRECTORS

**Section 3.1. Powers; Number**. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By Laws required to be exercised or done by the stockholders. Directors need not be stockholders or residents of the State of Delaware. Subject to the Certificate of Incorporation, the number of directors shall be fixed exclusively by resolution of the Board.

**Section 3.2. Advance Notice for Nomination of Directors**.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided by the terms of one or more series of Preferred Stock with respect to the rights of holders of one or more series of Preferred Stock to elect directors. Nominations of persons for election to the Board at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors as set forth in the Corporation's notice of such special meeting, may be made (i) by or at the direction of the Board or (ii) by any stockholder of the Corporation (x) who is a stockholder of record entitled to vote in the election of directors on the date of the giving of the notice provided for in this Section 3.2 and on the record date for the determination of stockholders entitled to vote at such meeting and (y) who complies with the notice procedures set forth in this Section 3.2.

(b) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary. To be timely, a stockholder's notice to the Secretary must be received by the Secretary at the principal executive offices of the Corporation (i) in the case of an annual meeting, not later than the close of business on the 90th day nor earlier than the close of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so received not earlier than the close of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting was first made by the Corporation; and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the 10th day following the day on which public announcement of the date of the special meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting or special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 3.2.

(c) Notwithstanding anything in paragraph (b) to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is greater than the number of directors whose terms expire on the date of the annual meeting and there is no public announcement by the Corporation naming all of the nominees for the additional directors to be elected or specifying the size of the increased Board before the close of business on the 90th day prior to the anniversary date of the immediately preceding annual meeting of stockholders, a stockholder's notice required by this Section 3.2 shall also be considered timely, but only with respect to nominees for the additional directorships created by such increase that are to be filled by election at such annual meeting, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement was first made by the Corporation.

(d) To be in proper written form, a stockholder's notice to the Secretary must set forth (i) as to each person whom the stockholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of shares of capital stock of the Corporation that are owned beneficially or of record by the person and (D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and (ii) as to the stockholder giving the notice (A) the name and record address of such stockholder as they appear on the Corporation's books and the name and address of the beneficial owner, if any, on whose behalf the nomination is made, (B) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and the beneficial owner, if any, on whose behalf the nomination is made, (C) a description of all arrangements or understandings relating to the nomination to be made by such stockholder among such stockholder, the beneficial owner, if any, on whose behalf the nomination is made, each proposed nominee and any other person or persons (including their names), (D) a representation that such stockholder (or a qualified representative of such stockholder) intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (E) any other information relating to such stockholder and the beneficial owner, if any, on whose behalf the nomination is made that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee, to serve as a director if elected, to the Corporation's engaging in a background check of such nominee (including through a third party investigation firm), and information reasonably necessary to complete such a background check, in a manner consistent with background checks customarily engaged in by the Corporation for prospective new members of the Board of Directors, and to requests for information and regulatory filings and disclosures reasonably requested by the Board in connection with any regulations applicable to, or licenses held by, the Corporation.

(e) If the Board or the chairman of the meeting of stockholders determines that any nomination was not made in accordance with the provisions of this Section 3.2, or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 3.2, then such nomination shall not be considered at the meeting in question. Notwithstanding the foregoing provisions of this Section 3.2, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting of stockholders of the Corporation to present the nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.

(f) In addition to the provisions of this Section 3.2, a stockholder shall also comply with all of the applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 3.2 shall be deemed to affect any rights of the holders of Preferred Stock to elect directors pursuant to the Certificate of Incorporation.

**Section 3.3. Compensation**. Unless otherwise restricted by the Certificate of Incorporation or these By Laws, the Board shall have the authority to fix the compensation of directors, including for service on a committee of the Board, and may be paid either a fixed sum for attendance at each meeting of the Board or other compensation as director. The directors may be reimbursed their expenses, if any, of attendance at each meeting of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees of the Board may be allowed like compensation and reimbursement of expenses for service on the committee.

## ARTICLE IV

## BOARD MEETINGS

**Section 4.1. Annual Meetings**. The Board shall meet as soon as practicable after the adjournment of each annual stockholders meeting at the place of the annual stockholders meeting unless the Board shall fix another time and place and give notice thereof in the manner required herein for special meetings of the Board. No notice to the directors shall be necessary to legally convene this meeting, except as provided in this Section 4.1.

**Section 4.2. Regular Meetings**. Regularly scheduled, periodic meetings of the Board may be held without notice at such times, dates and places (within or without the State of Delaware) as shall from time to time be determined by the Board.

**Section 4.3. Special Meetings**. Special meetings of the Board (a) may be called by the Chairman of the Board or President and (b) shall be called by the Chairman of the Board, President or Secretary on the written request of at least a majority of directors then in office, or the sole director, as the case may be, and shall be held at such time, date and place (within or without the State of Delaware) as may be determined by the person calling the meeting or, if called upon the request of directors or the sole director, as specified in such written request. Notice of each special meeting of the Board shall be given, as provided in Section 9.3, to each director (i) at least 24 hours before the meeting if such notice is oral notice given personally or by telephone or written notice given by hand delivery or by means of a form of electronic transmission and delivery; (ii) at least two days before the meeting if such notice is sent by a nationally recognized overnight delivery service; and (iii) at least five days before the meeting if such notice is sent through the United States mail. If the Secretary shall fail or refuse to give such notice, then the notice may be given by the officer who called the meeting or the directors who requested the meeting. Any and all business that may be transacted at a regular meeting of the Board may be transacted at a special meeting. Except as may be otherwise expressly provided by applicable law, the Certificate of Incorporation, or these By Laws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice or waiver of notice of such meeting. A special meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Section 9.4.

**Section 4.4. Quorum; Required Vote**. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by applicable law, the Certificate of Incorporation or these By Laws. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

**Section 4.5. Consent In Lieu of Meeting**. Unless otherwise restricted by the Certificate of Incorporation or these By Laws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions (or paper reproductions thereof) are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

**Section 4.6. Organization**. The chairman of each meeting of the Board shall be the Chairman of the Board or, in the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the Chief Executive Officer or if the Chief Executive Officer is not a director, the President (if he or she shall be a director) or in the absence (or inability or refusal to act) of the President or if the President is not a director, a chairman elected from the directors present. The Secretary shall act as secretary of all meetings of the Board. In the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary shall perform the duties of the Secretary at such meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

## ARTICLE V

## COMMITTEES OF DIRECTORS

**Section 5.1. Establishment**. The Board may by resolution of the Board designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board when required by the resolution designating such committee. The Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee.

**Section 5.2. Available Powers**. Any committee established pursuant to Section 5.1 hereof, to the extent permitted by applicable law and by resolution of the Board, shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

**Section 5.3. Alternate Members**. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

**Section 5.4. Procedures**. Unless the Board otherwise provides, the time, date, place, if any, and notice of meetings of a committee shall be determined by such committee. At meetings of a committee, a majority of the number of members of the committee (but not including any alternate member, unless such alternate member has replaced any absent or disqualified member at the time of, or in connection with, such meeting) shall constitute a quorum for the transaction of business. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of the committee, except as otherwise specifically provided by applicable law, the Certificate of Incorporation, these By Laws or the Board. If a quorum is not present at a meeting of a committee, the members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Unless the Board otherwise provides and except as provided in these By Laws, each committee designated by the Board may make, alter, amend and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board is authorized to conduct its business pursuant to Article III and Article IV of these By Laws.

## ARTICLE VI

## OFFICERS

**Section 6.1. Officers**. The officers of the Corporation elected by the Board shall be a Chief Executive Officer, a Chief Financial Officer, a Secretary and such other officers (including, without limitation, a Chairman of the Board, a President, Vice Presidents, Assistant Secretaries, a Treasurer and Assistant Treasurers) as the Board from time to time may determine. Officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VI. Such officers shall also have such powers and duties as from time to time may be conferred by the Board. The Chief Executive Officer or President may also appoint such other officers (including without limitation one or more Vice Presidents and Controllers) as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers shall have such powers and duties and shall hold their offices for such terms as may be provided in these By Laws or as may be prescribed by the Board or, if such officer has been appointed by the Chief Executive Officer or President, as may be prescribed by the appointing officer.

(a) Chairman of the Board. The Chairman of the Board shall preside when present at all meetings of the stockholders and the Board. The Chairman of the Board shall have general supervision and control of the acquisition activities of the Corporation subject to the ultimate authority of the Board, and shall be responsible for the execution of the policies of the Board with respect to such matters. In the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board. The powers and duties of the Chairman of the Board shall not include supervision or control of the preparation of the financial statements of the Corporation (other than through participation as a member of the Board). The position of Chairman of the Board and Chief Executive Officer may be held by the same person.

(b) Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation and general control of all of its business subject to the ultimate authority of the Board, and shall be responsible for the execution of the policies of the Board with respect to such matters, except to the extent any such powers and duties have been prescribed to the Chairman of the Board pursuant to Section 6.1(a) above. In the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board. The position of Chief Executive Officer and President may be held by the same person.

(c) President. The President shall make recommendations to the Chief Executive Officer on all operational matters that would normally be reserved for the final executive responsibility of the Chief Executive Officer. In the absence (or inability or refusal to act) of the Chairman of the Board and Chief Executive Officer, the President (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board. The President shall also perform such duties and have such powers as shall be designated by the Board. The position of President and Chief Executive Officer may be held by the same person.

(d) Vice Presidents. In the absence (or inability or refusal to act) of the President, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board) shall perform the duties and have the powers of the President. Any one or more of the Vice Presidents may be given an additional designation of rank or function.

(e) Secretary.

(i) The Secretary shall attend all meetings of the stockholders, the Board and (as required) committees of the Board and shall record the proceedings of such meetings in books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board and shall perform such other duties as may be prescribed by the Board, the Chairman of the Board, Chief Executive Officer or President. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or any Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his or her signature.

(ii) The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or at the office of the Corporation's transfer agent or registrar, if one has been appointed, a stock ledger, or duplicate stock ledger, showing the names of the stockholders and their addresses, the number and classes of shares held by each and, with respect to certificated shares, the number and date of certificates issued for the same and the number and date of certificates cancelled.

(f) Assistant Secretaries. The Assistant Secretary or, if there be more than one, the Assistant Secretaries in the order determined by the Board shall, in the absence (or inability or refusal to act) of the Secretary, perform the duties and have the powers of the Secretary.

(g) Chief Financial Officer. The Chief Financial Officer shall perform all duties commonly incident to that office (including, without limitation, the care and custody of the funds and securities of the Corporation, which from time to time may come into the Chief Financial Officer's hands and the deposit of the funds of the Corporation in such banks or trust companies as the Board, the Chief Executive Officer or the President may authorize).

(h) Treasurer. The Treasurer shall, in the absence (or inability or refusal to act) of the Chief Financial Officer, perform the duties and exercise the powers of the Chief Financial Officer.

**Section 6.2. Term of Office; Removal; Vacancies**. The elected officers of the Corporation shall be appointed by the Board and shall hold office until their successors are duly elected and qualified by the Board or until their earlier death, resignation, retirement, disqualification, or removal from office. Any officer may be removed, with or without cause, at any time by the Board. Any officer appointed by the Chief Executive Officer or President may also be removed, with or without cause, by the Chief Executive Officer or President, as the case may be, unless the Board otherwise provides. Any vacancy occurring in any elected office of the Corporation may be filled by the Board. Any vacancy occurring in any office appointed by the Chief Executive Officer or President may be filled by the Chief Executive Officer, or President, as the case may be, unless the Board then determines that such office shall thereupon be elected by the Board, in which case the Board shall elect such officer.

**Section 6.3. Other Officers**. The Board may delegate the power to appoint such other officers and agents, and may also remove such officers and agents or delegate the power to remove same, as it shall from time to time deem necessary or desirable.

**Section 6.4. Multiple Officeholders; Stockholder and Director Officers**. Any number of offices may be held by the same person unless the Certificate of Incorporation or these By Laws otherwise provide. Officers need not be stockholders or residents of the State of Delaware.

## ARTICLE VII

## SHARES

**Section 7.1. Certificated and Uncertificated Shares**. The shares of the Corporation may be certificated or uncertificated, subject to the sole discretion of the Board and the requirements of the DGCL.

**Section 7.2. Multiple Classes of Stock**. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the Corporation shall (a) cause the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights to be set forth in full or summarized on the face or back of any certificate that the Corporation issues to represent shares of such class or series of stock or (b) in the case of uncertificated shares, within a reasonable time after the issuance or transfer of such shares, send to the registered owner thereof a written notice containing the information required to be set forth on certificates as specified in clause (a) above; provided, however, that, except as otherwise provided by applicable law, in lieu of the foregoing requirements, there may be set forth on the face or back of such certificate or, in the case of uncertificated shares, on such written notice a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

**Section 7.3. Signatures**. Each certificate representing capital stock of the Corporation shall be signed by or in the name of the Corporation by (a) the Chairman of the Board, the Chief Executive Officer, the President or a Vice President and (b) the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar on the date of issue.

**Section 7.4. Consideration and Payment for Shares**.

(a) Subject to applicable law and the Certificate of Incorporation, shares of stock may be issued for such consideration, having in the case of shares with par value a value not less than the par value thereof, and to such persons, as determined from time to time by the Board. The consideration may consist of any tangible or intangible property or any benefit to the Corporation including cash, promissory notes, services performed, contracts for services to be performed or other securities, or any combination thereof.

(b) Subject to applicable law and the Certificate of Incorporation, shares may not be issued until the full amount of the consideration has been paid, unless upon the face or back of each certificate issued to represent any partly paid shares of capital stock or upon the books and records of the Corporation in the case of partly paid uncertificated shares, there shall have been set forth the total amount of the consideration to be paid therefor and the amount paid thereon up to and including the time said certificate representing certificated shares or said uncertificated shares are issued.

**Section 7.5. Lost, Destroyed or Wrongfully Taken Certificates**.

(a) If an owner of a certificate representing shares claims that such certificate has been lost, destroyed or wrongfully taken, the Corporation shall issue a new certificate representing such shares or such shares in uncertificated form if the owner: (i) requests such a new certificate before the Corporation has notice that the certificate representing such shares has been acquired by a protected purchaser; (ii) if requested by the Corporation, delivers to the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, wrongful taking or destruction of such certificate or the issuance of such new certificate or uncertificated shares; and (iii) satisfies other reasonable requirements imposed by the Corporation.

(b) If a certificate representing shares has been lost, apparently destroyed or wrongfully taken, and the owner fails to notify the Corporation of that fact within a reasonable time after the owner has notice of such loss, apparent destruction or wrongful taking and the Corporation registers a transfer of such shares before receiving notification, the owner shall be precluded from asserting against the Corporation any claim for registering such transfer or a claim to a new certificate representing such shares or such shares in uncertificated form.

**Section 7.6. Transfer of Stock**.

(a) If a certificate representing shares of the Corporation is presented to the Corporation with an endorsement requesting the registration of transfer of such shares or an instruction is presented to the Corporation requesting the registration of transfer of uncertificated shares, the Corporation shall register the transfer as requested if:

(i) in the case of certificated shares, the certificate representing such shares has been surrendered;

(ii) (A) with respect to certificated shares, the endorsement is made by the person specified by the certificate as entitled to such shares; (B) with respect to uncertificated shares, an instruction is made by the registered owner of such uncertificated shares; or (C) with respect to certificated shares or uncertificated shares, the endorsement or instruction is made by any other appropriate person or by an agent who has actual authority to act on behalf of the appropriate person;

(iii) the Corporation has received a guarantee of signature of the person signing such endorsement or instruction or such other reasonable assurance that the endorsement or instruction is genuine and authorized as the Corporation may request;

(iv) the transfer does not violate any restriction on transfer imposed by the Corporation that is enforceable in accordance with Section 7.8(a); and

(v) such other conditions for such transfer as shall be provided for under applicable law have been satisfied.

(b) Whenever any transfer of shares shall be made for collateral security and not absolutely, the Corporation shall so record such fact in the entry of transfer if, when the certificate for such shares is presented to the Corporation for transfer or, if such shares are uncertificated, when the instruction for registration of transfer thereof is presented to the Corporation, both the transferor and transferee request the Corporation to do so.

**Section 7.7. Registered Stockholders**. Before due presentment for registration of transfer of a certificate representing shares of the Corporation or of an instruction requesting registration of transfer of uncertificated shares, the Corporation may treat the registered owner as the person exclusively entitled to inspect for any proper purpose the stock ledger and the other books and records of the Corporation, vote such shares, receive dividends or notifications with respect to such shares and otherwise exercise all the rights and powers of the owner of such shares, except that a person who is the beneficial owner of such shares (if held in a voting trust or by a nominee on behalf of such person) may, upon providing documentary evidence of beneficial ownership of such shares and satisfying such other conditions as are provided under applicable law, may also so inspect the books and records of the Corporation.

**Section 7.8. Effect of the Corporation's Restriction on Transfer**.

(a) A written restriction on the transfer or registration of transfer of shares of the Corporation or on the amount of shares of the Corporation that may be owned by any person or group of persons, if permitted by the DGCL and noted conspicuously on the certificate representing such shares or, in the case of uncertificated shares, contained in a notice, offering circular or prospectus sent by the Corporation to the registered owner of such shares within a reasonable time prior to or after the issuance or transfer of such shares, may be enforced against the holder of such shares or any successor or transferee of the holder including an executor, administrator, trustee, guardian or other fiduciary entrusted with like responsibility for the person or estate of the holder.

(b) A restriction imposed by the Corporation on the transfer or the registration of shares of the Corporation or on the amount of shares of the Corporation that may be owned by any person or group of persons, even if otherwise lawful, is ineffective against a person without actual knowledge of such restriction unless: (i) the shares are certificated and such restriction is noted conspicuously on the certificate; or (ii) the shares are uncertificated and such restriction was contained in a notice, offering circular or prospectus sent by the Corporation to the registered owner of such shares within a reasonable time prior to or after the issuance or transfer of such shares.

**Section 7.9. Regulations**. The Board shall have power and authority to make such additional rules and regulations, subject to any applicable requirement of law, as the Board may deem necessary and appropriate with respect to the issue, transfer or registration of transfer of shares of stock or certificates representing shares. The Board may appoint one or more transfer agents or registrars and may require for the validity thereof that certificates representing shares bear the signature of any transfer agent or registrar so appointed.

## ARTICLE VIII

## INDEMNIFICATION

**Section 8.1. Right to Indemnification**. To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "***proceeding***"), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (hereinafter an "***Indemnitee***"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred by such Indemnitee in connection with such proceeding; provided, however, that, except as provided in Section 8.3 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify an Indemnitee in connection with a proceeding (or part thereof) initiated by such Indemnitee only if such proceeding (or part thereof) was authorized by the Board.

**Section 8.2. Right to Advancement of Expenses**. In addition to the right to indemnification conferred in Section 8.1, an Indemnitee shall also have the right to be paid by the Corporation to the fullest extent not prohibited by applicable law the expenses (including, without limitation, attorneys' fees) incurred in defending or otherwise participating in any such proceeding in advance of its final disposition (hereinafter an "***advancement of expenses***"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an Indemnitee in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon the Corporation's receipt of an undertaking (hereinafter an "***undertaking***"), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this Article VIII or otherwise.

**Section 8.3. Right of Indemnitee to Bring Suit**. If a claim under Section 8.1 or Section 8.2 is not paid in full by the Corporation within 60 days after a written claim therefor has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by an Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final judicial decision from which there is no further right to appeal (hereinafter a "***final adjudication***") that, the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including a determination by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, shall be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

**Section 8.4. Non-Exclusivity of Rights**. The rights provided to any Indemnitee pursuant to this Article VIII shall not be exclusive of any other right, which such Indemnitee may have or hereafter acquire under applicable law, the Certificate of Incorporation, these By Laws, an agreement, a vote of stockholders or disinterested directors, or otherwise.

**Section 8.5. Insurance**. The Corporation may maintain insurance, at its expense, to protect itself and/or any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

**Section 8.6. Indemnification of Other Persons**. This Article VIII shall not limit the right of the Corporation to the extent and in the manner authorized or permitted by law to indemnify and to advance expenses to persons other than Indemnitees. Without limiting the foregoing, the Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation and to any other person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of Indemnitees under this Article VIII.

**Section 8.7. Amendments**. Any repeal or amendment of this Article VIII by the Board or the stockholders of the Corporation or by changes in applicable law, or the adoption of any other provision of these By Laws inconsistent with this Article VIII, will, to the extent permitted by applicable law, be prospective only (except to the extent such amendment or change in applicable law permits the Corporation to provide broader indemnification rights to Indemnitees on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision; provided however, that amendments or repeals of this Article VIII shall require the affirmative vote of the stockholders holding at least 66.7% of the voting power of all outstanding shares of capital stock of the Corporation.

**Section 8.8. Certain Definitions**. For purposes of this Article VIII, (a) references to "***other enterprise***" shall include any employee benefit plan; (b) references to "***fines***" shall include any excise taxes assessed on a person with respect to an employee benefit plan; (c) references to "***serving at the request of the Corporation***" shall include any service that imposes duties on, or involves services by, a person with respect to any employee benefit plan, its participants, or beneficiaries; and (d) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" for purposes of Section 145 of the DGCL.

**Section 8.9. Contract Rights**. The rights provided to Indemnitees pursuant to this Article VIII shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer, agent or employee and shall inure to the benefit of the Indemnitee's heirs, executors and administrators.

**Section 8.10. Severability**. If any provision or provisions of this Article VIII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article VIII shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article VIII (including, without limitation, each such portion of this Article VIII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

## ARTICLE IX

## MISCELLANEOUS

**Section 9.1. Place of Meetings**. If the place of any meeting of stockholders, the Board or committee of the Board for which notice is required under these By Laws is not designated in the notice of such meeting, such meeting shall be held at the principal business office of the Corporation; provided, however, if the Board has, in its sole discretion, determined that a meeting shall not be held at any place, but instead shall be held by means of remote communication pursuant to Section 9.5 hereof, then such meeting shall not be held at any place.

**Section 9.2. Fixing Record Dates**.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 9.2(a) at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

**Section 9.3. Means of Giving Notice**.

(a) Notice to Directors. Whenever under applicable law, the Certificate of Incorporation or these By Laws notice is required to be given to any director, such notice shall be given either (i) in writing and sent by mail, or by a nationally recognized delivery service, (ii) by means of facsimile telecommunication or other form of electronic transmission, or (iii) by oral notice given personally or by telephone. A notice to a director will be deemed given as follows: (i) if given by hand delivery, orally, or by telephone, when actually received by the director, (ii) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (iii) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (iv) if sent by facsimile telecommunication, when sent to the facsimile transmission number for such director appearing on the records of the Corporation, (v) if sent by electronic mail, when sent to the electronic mail address for such director appearing on the records of the Corporation, or (vi) if sent by any other form of electronic transmission, when sent to the address, location or number (as applicable) for such director appearing on the records of the Corporation.

(b) Notice to Stockholders. Whenever under applicable law, the Certificate of Incorporation or these By Laws notice is required to be given to any stockholder, such notice may be given (i) in writing and sent either by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, or (ii) by means of a form of electronic transmission consented to by the stockholder, to the extent permitted by, and subject to the conditions set forth in Section 232 of the DGCL. A notice to a stockholder shall be deemed given as follows: (i) if given by hand delivery, when actually received by the stockholder, (ii) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, (iii) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, and (iv) if given by a form of electronic transmission consented to by the stockholder to whom the notice is given and otherwise meeting the requirements set forth above, (A) if by facsimile transmission, when directed to a number at which the stockholder has consented to receive notice, (B) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice, (C) if by a posting on an electronic network together with separate notice to the stockholder of such specified posting, upon the later of (1) such posting and (2) the giving of such separate notice, and (D) if by any other form of electronic transmission, when directed to the stockholder. A stockholder may revoke such stockholder's consent to receiving notice by means of electronic communication by giving written notice of such revocation to the Corporation. Any such consent shall be deemed revoked if (1) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (2) such inability becomes known to the Secretary or an Assistant Secretary or to the Corporation's transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(c) Electronic Transmission. "***Electronic transmission***" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, including but not limited to transmission by telex, facsimile telecommunication, electronic mail, telegram and cablegram.

(d) Notice to Stockholders Sharing Same Address. Without limiting the manner by which notice otherwise may be given effectively by the Corporation to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these By Laws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. A stockholder may revoke such stockholder's consent by delivering written notice of such revocation to the Corporation. Any stockholder who fails to object in writing to the Corporation within 60 days of having been given written notice by the Corporation of its intention to send such a single written notice shall be deemed to have consented to receiving such single written notice.

(e) Exceptions to Notice Requirements. Whenever notice is required to be given, under the DGCL, the Certificate of Incorporation or these By Laws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting that shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

Whenever notice is required to be given by the Corporation, under any provision of the DGCL, the Certificate of Incorporation or these By Laws, to any stockholder to whom (1) notice of two consecutive annual meetings of stockholders and all notices of stockholder meetings or of the taking of action by written consent of stockholders without a meeting to such stockholder during the period between such two consecutive annual meetings, or (2) all, and at least two payments (if sent by first-class mail) of dividends or interest on securities during a 12-month period, have been mailed addressed to such stockholder at such stockholder's address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such stockholder shall not be required. Any action or meeting that shall be taken or held without notice to such stockholder shall have the same force and effect as if such notice had been duly given. If any such stockholder shall deliver to the Corporation a written notice setting forth such stockholder's then current address, the requirement that notice be given to such stockholder shall be reinstated. In the event that the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to Section 230(b) of the DGCL. The exception in subsection (1) of the first sentence of this paragraph to the requirement that notice be given shall not be applicable to any notice returned as undeliverable if the notice was given by electronic transmission.

**Section 9.4. Waiver of Notice**. Whenever any notice is required to be given under applicable law, the Certificate of Incorporation, or these By Laws, a written waiver of such notice, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice. All such waivers shall be kept with the books of the Corporation. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

**Section 9.5. Meeting Attendance via Remote Communication Equipment.**

(a) Stockholder Meetings. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders entitled to vote at such meeting and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(i) participate in a meeting of stockholders; and

(ii) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder, (B) the Corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate in the meeting and, if entitled to vote, to vote on matters submitted to the applicable stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (C) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such votes or other action shall be maintained by the Corporation.

(b) Board Meetings. Unless otherwise restricted by applicable law, the Certificate of Incorporation or these By Laws, members of the Board or any committee thereof may participate in a meeting of the Board or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

**Section 9.6. Dividends**. The Board may from time to time declare, and the Corporation may pay, dividends (payable in cash, property or shares of the Corporation's capital stock) on the Corporation's outstanding shares of capital stock, subject to applicable law and the Certificate of Incorporation.

**Section 9.7. Reserves**. The Board may set apart out of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

**Section 9.8. Contracts and Negotiable Instruments**. Except as otherwise provided by applicable law, the Certificate of Incorporation or these By Laws, any contract, bond, deed, lease, mortgage or other instrument may be executed and delivered in the name and on behalf of the Corporation by such officer or officers or other employee or employees of the Corporation as the Board may from time to time authorize. Such authority may be general or confined to specific instances as the Board may determine. The Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer or any Vice President may execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation. Subject to any restrictions imposed by the Board, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer or any Vice President may delegate powers to execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation to other officers or employees of the Corporation under such person's supervision and authority, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

**Section 9.9. Fiscal Year**. The fiscal year of the Corporation shall be fixed by the Board.

**Section 9.10. Seal**. The Board may adopt a corporate seal, which shall be in such form as the Board determines. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

**Section 9.11. Books and Records**. The books and records of the Corporation may be kept within or outside the State of Delaware at such place or places as may from time to time be designated by the Board.

**Section 9.12. Resignation**. Any director, committee member or officer may resign by giving notice thereof in writing or by electronic transmission to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. The resignation shall take effect at the time it is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 9.13. Surety Bonds**. Such officers, employees and agents of the Corporation (if any) as the Chairman of the Board, Chief Executive Officer, President or the Board may direct, from time to time, shall be bonded for the faithful performance of their duties and for the restoration to the Corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Corporation, in such amounts and by such surety companies as the Chairman of the Board, Chief Executive Officer, President or the Board may determine. The premiums on such bonds shall be paid by the Corporation and the bonds so furnished shall be in the custody of the Secretary.

**Section 9.14.** The Board shall have the power to adopt, amend, alter or repeal the By Laws. The affirmative vote of a majority of the Board shall be required to adopt, amend, alter or repeal the By Laws. The By Laws also may be adopted, amended, altered or repealed by the stockholders; provided, however, that in addition to any vote of the holders of any class or series of capital stock of the Corporation required by applicable law or the Certificate of Incorporation, the affirmative vote of the holders of at least 66.67% of the voting power (except as otherwise provided in Section 8.7) of all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend, alter or repeal the By Laws.

**Section 9.15. Federal Forum.** In supplement to, not in replacement of, and, except as otherwise specifically provided in, the Certificate of Incorporation, unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America, and specifically the United States District Court for the District of Delaware, shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Exchange Act, Securities Act of 1933, as amended (the "**Securities Act**"), or the rules and regulations promulgated under the Exchange Act or Securities Act. If any action the subject matter of which is (i) within the scope of Section 12.1 of the Certificate of Incorporation is filed in the name of any stockholder in a court other than a court located within the State of Delaware or (ii) outside the scope of Section 12.1 of the Certificate of Incorporation by virtue of the second sentence thereof is filed in the name of any stockholder in a court other than the United States District Court for the District of Delaware (the foregoing (i) and (ii), each a "**Foreign Action**"), such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section 12.1 of the Certificate of Incorporation, (b) the personal jurisdiction of the United States District Court for the District of Delaware in connection with any action brought in any such court to enforce this Section 9.15 (the foregoing (a) and (b) each a "**FSC Enforcement Action**"), and (c) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

**Exhibit 10.1**

# AMENDED AND RESTATED
# REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of September 23, 2026, is made and entered into by and among ONE Nuclear Energy Inc., a Delaware corporation (formerly known as Hennessy Capital Investment Corp. VII, a Cayman Islands exempted company) (the "Company"), HC VII Sponsor LLC, a Nevada limited liability company (the "Sponsor"), Cohen & Company Capital Markets, a division of Cohen & Company Securities, LLC ("Cohen"), Loop Capital Markets LLC ("Loop Capital Markets") and Clear Street LLC ("Clear Street" and, together with Cohen and Loop Capital Markets, the "IPO Underwriters"), each of the undersigned parties listed under "Other Existing Holders" on the signature pages hereto (each such party, together with the Sponsor and the IPO Underwriters, the "Existing Holders") and each of the undersigned parties listed under "New Holders" on the signature pages hereto (collectively, the "New Holders" and collectively with the Existing Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, the "Holders" and each a "Holder").

## RECITALS

**WHEREAS**, pursuant to that certain Amended & Restated Founder Share Subscription Agreement, dated as of January 10, 2025, by and between the Company and the Sponsor, the Sponsor purchased an aggregate of 6,333,333 Class B ordinary shares, par value $0.0001 per share (the "Class B Ordinary Shares"), of the Company (after giving effect to the required forfeitures);

**WHEREAS**, the Sponsor subsequently transferred an aggregate of 1,130,000 Class B Ordinary Shares to the Company's initial independent directors and executive officers;

**WHEREAS**, the Class B Ordinary Shares were convertible into the Company's Class A ordinary shares, par value $0.0001 per share (the "Class A Ordinary Shares"), on the terms and conditions provided in the Company's previous amended and restated memorandum and articles of association;

**WHEREAS**, on January 16, 2025, the Sponsor and the IPO Underwriters each entered into a private placement unit purchase agreement, pursuant to which the Sponsor and the IPO Underwriters purchased an aggregate of 690,000 private placement units (the "Private Placement Units"), each unit consisting of one Class A Ordinary Share and one share right (the "Private Placement Share Right") to receive one-twelfth (1/12) of one Class A Ordinary Share upon the consummation of the Company's initial business combination, in a private placement transaction occurring simultaneously with the closing of the Company's initial public offering;

**WHEREAS**, the Company entered into that certain Business Combination Agreement, dated as of October 22, 2025 (as amended by that certain Omnibus Amendment No. 1, dated as of March 31, 2026, that certain Omnibus Amendment No. 2, dated as of June 1, 2026 and that certain Omnibus Amendment No. 3, dated as of August 7, 2026, and as may be further amended, modified, or supplemented from time to time, the "Business Combination Agreement"), with ONE Nuclear Energy, LLC, a Delaware limited liability company ("Old One Nuclear"), and Solis Merger Sub LLC, a Delaware limited liability company and a former wholly-owned subsidiary of the Company ("Merger Sub"), pursuant to which, among other things, on or about the date hereof, (a) each then issued and outstanding Class B Ordinary Share converted automatically, on a one-for-one basis, into one Class A Ordinary Share (the "Sponsor Share Conversion"); (b) after the Sponsor Share Conversion, the Company transferred by way of continuation and deregistration to and domesticated as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law and Part 12, Section 206 of the Companies Act (As Revised) of the Cayman Islands (such continuation and domestication, the "Domestication"); (c) immediately following the Sponsor Share Conversion, in connection with, and after giving effect to, the Domestication, (i) each then issued and outstanding Class A Ordinary Share converted automatically, on a one-for-one basis, into one share of common stock of the Company, par value $0.0001 per share ("Common Stock"), (ii) each then issued and outstanding right of the Company, including the Private Placement Share Rights, converted automatically into a right to acquire one-twelfth (1/12) of one share of Common Stock upon consummation of a business combination (each a "Domesticated Company Right"), and (iii) each then issued and outstanding unit of the Company, including the Private Placement Units, was cancelled and one share of Common Stock and one Domesticated Company Right were issued in respect thereof; and (d) the transactions contemplated by the Business Combination Agreement were consummated (the "Closing"), including that (i) Merger Sub merged with and into Old One Nuclear (the "Merger"), with Old One Nuclear surviving the Merger and becoming a wholly-owned subsidiary of the Company and (ii) the Domesticated Company Rights were automatically surrendered in exchange for one share of Common Stock for each twelve Domesticated Company Rights;

**WHEREAS**, each of the Company and the Existing Holders is a party to, and hereby consents to, this amendment and restatement of that certain Registration Rights Agreement, dated January 16, 2025, pursuant to which the Company granted the Existing Holders certain registration rights with respect to certain securities of the Company, as set forth therein; and

**WHEREAS**, in connection with the transactions contemplated by the Business Combination Agreement, the Company and the Holders desire to enter into this Agreement, pursuant to which the Company will grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

**NOW**, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## ARTICLE I
## DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"Adverse Disclosure" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

"Agreement" shall have the meaning given in the Preamble.

"Board" shall mean the Board of Directors of the Company.

"Business Combination Agreement" shall have the meaning given in the Recitals hereto.

"Business Day" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York.

"Class A Ordinary Shares" shall have the meaning given in the Recitals hereto.

"Class B Ordinary Shares" shall have the meaning given in the Recitals hereto.

"Closing" shall have the meaning given in the Recitals hereto.

"Commission" shall mean the Securities and Exchange Commission.

"Company" shall have the meaning given in the Preamble.

"Common Stock" shall have the meaning given in the Recitals hereto.

"Demand Registration" shall have the meaning given in subsection 2.1.2.

"Demanding Holder" shall mean any Holder or group of Holders that (in the case of a group of Holders, together) elects to dispose of Registrable Securities having an aggregate value of at least $25 million, at the time of a Demand Registration or Underwritten Demand, as applicable.

"Domesticated Company Right" shall have the meaning given in the Recitals hereto.

"Domestication" shall have the meaning given in the Recitals hereto.

"Earnout Shares" shall mean the up to 13,000,000 shares of Common Stock that may be issued to the New Holders subject to the vesting and forfeiture conditions specified in the Business Combination Agreement.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"Existing Holders" shall have the meaning given in the Preamble.

"Form S-1" shall have the meaning given in subsection 2.1.2.

"Form S-3" shall have the meaning given in subsection 2.3.

"Holders" shall have the meaning given in the Preamble.

"IPO Underwriters" shall have the meaning given in the Preamble.

"Maximum Number of Securities" shall have the meaning given in subsection 2.1.5.

"Merger" shall have the meaning given in the Recitals hereto.

"Merger Sub" shall have the meaning given in the Recitals hereto.

"Misstatement" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"New Holders" shall have the meaning given in the Preamble.

"Old One Nuclear" shall have the meaning given in the Recitals hereto.

"Permitted Transferees" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of any applicable transfer restriction period pursuant to an agreement between such Holder and the Company, in each case for so long as such agreements remain in effect, and any transferee thereafter.

"Piggyback Registration" shall have the meaning given in subsection 2.2.1.

"Private Placement Share Right" shall have the meaning given in the Recitals hereto.

"Private Placement Units" shall have the meaning given in the Recitals hereto.

"Prospectus" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"Registrable Securities" shall mean (a) all shares of Common Stock issued or issuable pursuant to the Domestication (including the shares of Common Stock into which the Private Placement Shares and Private Placement Units converted), (b) all shares of Common Stock issued or issuable pursuant to the Merger (including the Earnout Shares), (c) the shares of Common Stock underlying the Domesticated Company Rights (including those into which the Private Placement Share Rights converted), (d) any outstanding shares of Common Stock (including, without limitation, the shares of Common Stock issued or issuable upon the exercise, exchange or conversion of any other equity security) of the Company held by a Holder from time to time and (e) any other equity security of the Company issued or issuable with respect to any such shares of Common Stock by way of a share dividend or share split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities have been sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated by the Commission); or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"Registration" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"Registration Expenses" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Common Stock is then listed;

(B) reasonable Underwriter expenses (other than fees, commissions or discounts);

(C) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(D) printing, messenger, telephone and delivery expenses;

(E) reasonable fees and disbursements of counsel for the Company;

(F) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(G) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders initiating a Demand Registration to be registered for offer and sale in the applicable Registration.

"Registration Statement" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"Requesting Holder" shall have the meaning given in subsection 2.1.4.

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Shelf Registration" shall have the meaning given in subsection 2.1.1.

"Sponsor" shall have the meaning given in the Preamble hereto.

"Sponsor Share Conversion" shall have the meaning given in the Recitals hereto.

"Underwriter" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"Underwritten Demand" shall have the meaning given in subsection 2.1.4.

"Underwritten Registration" or "Underwritten Offering" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public, including an offering and/or sale of Registrable Securities by any Holder in a block trade or on an underwritten basis (whether firm commitment or otherwise) without substantial marketing efforts prior to pricing, including, without limitation, a same day trade, overnight trade or similar transaction, but excluding a variable price reoffer.

## ARTICLE II
## REGISTRATIONS

2.1 Shelf Registration and Demand Registration.

2.1.1 Shelf Registration. The Company agrees that as promptly as reasonably possible, but in no event later than within thirty (30) days after the Closing, the Company will file with the Commission (at the Company's sole cost and expense) a Registration Statement registering the resale or other disposition of the Registrable Securities (a "Shelf Registration"). The Company shall use its reasonable best efforts to cause such Registration Statement to be declared effective by the Commission as soon as reasonably practicable after the initial filing of the Registration Statement. Subject to the limitations contained in this Agreement, the Company shall effect any Shelf Registration on such appropriate registration form of the Commission (i) as shall be selected by the Company and (ii) as shall permit the resale or other disposition of the Registrable Securities by the Holders pursuant to any method or combination of methods legally available to the Holders. If at any time a Registration Statement filed with the Commission pursuant to subsection 2.1.1 is effective and a Holder provides written notice to the Company that it intends to effect an offering of all or part of the Registrable Securities included on such Registration Statement, the Company will use its reasonable best efforts to amend or supplement such Registration Statement as may be necessary in order to enable such offering to take place in accordance with the terms of this Agreement. The Company shall use its reasonable best efforts to cause the Shelf Registration filed pursuant to this subsection 2.1.1 to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Shelf Registration is available or, if not available, that another Registration Statement is available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities.

2.1.2 Request for Registration. Subject to the provisions of subsection 2.1.5 and Section 2.4 hereof, to the extent that any Registrable Securities are not registered pursuant to the Shelf Registration, a Demanding Holder may make a written demand for Registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "Demand Registration"). The Company shall, within three (3) Business Days of the Company's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "Demand Registration Requesting Holder") shall so notify the Company, in writing, within five (5) Business Days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from one or more Demand Registration Requesting Holder(s) to the Company, such Demand Registration Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than forty-five (45) days immediately after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Demand Registration Requesting Holders pursuant to such Demand Registration. Under no circumstances shall the Company be obligated to effect more than three (3) Registrations in the aggregate pursuant to Demand Registrations under this subsection 2.1.2, with respect to any or all Registrable Securities; provided, however, that a Registration shall not be counted for such purposes unless a Form S-1 or any similar long-form registration statement that may be available at such time ("Form S-1") has become effective and all of the Registrable Securities requested by the Demanding Holders and Demand Registration Requesting Holders to be registered on behalf of the Demanding Holders and Demand Registration Requesting Holders (subject to subsection 2.1.5) in such Form S-1 Registration have been sold, in accordance with Section 3.1 of this Agreement. A majority-in-interest of the Demanding Holders initiating a Demand Registration or a majority-in-interest of the Demand Registration Requesting Holders (if any), pursuant to a Registration under this subsection 2.1.2 shall have the right to withdraw from a Registration pursuant to such Demand Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Demand Registration prior to its withdrawal.

2.1.3 Effective Registration. Notwithstanding the provisions of subsection 2.1.2 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (i) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days, of such election; provided, further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or is subsequently terminated.

2.1.4 Underwritten Offering. Subject to the provisions of subsection 2.1.5 and Section 2.4 hereof, any Demanding Holder may make a written demand for an Underwritten Offering pursuant to a Registration Statement filed with the Commission in accordance with subsection 2.1.1 or subsection 2.1.2 (an "Underwritten Demand") for all or a portion of the Demanding Holder's Registrable Securities. The Company shall, within three (3) Business Days of the Company's receipt of the Underwritten Demand, notify, in writing, all other Holders of such demand, and each Holder who thereafter requests to include all or a portion of such Holder's Registrable Securities in such Underwritten Offering pursuant to such Underwritten Demand (each such Holder that requests to include all or a portion of such Holder's Registrable Securities in such Underwritten Offering, a "Requesting Holder") shall so notify the Company, in writing, within two (2) days (one (1) day if such offering is an overnight or bought Underwritten Offering) after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s), such Requesting Holder(s) shall be entitled to have the designated portion of their Registrable Securities included in such Underwritten Offering pursuant to such Underwritten Demand. All such Holders proposing to distribute their Registrable Securities through such Underwritten Offering under this subsection 2.1.4 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Demanding Holders initiating such Underwritten Offering, and the Company shall enter into such underwriting agreement and shall take all such other reasonable actions as are requested by the managing Underwriter or Underwriters in order to expedite or facilitate the disposition of such Registrable Securities. Notwithstanding the foregoing, the Company is not obligated to effect more than an aggregate of three (3) Underwritten Offerings pursuant to this subsection 2.1.4; provided, however, that an Underwritten Offering pursuant to an Underwritten Demand shall not be counted for such purposes unless a Registration Statement that may be available at such time has become effective and all of the Registrable Securities requested by the Requesting Holders and the Demanding Holders to be registered on behalf of the Requesting Holders and the Demanding Holders in such Registration Statement have been sold, in accordance with Section 3.1 of this Agreement.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Common Stock or other equity securities that the Company desires to sell and the shares of Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggyback registration rights held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "Maximum Number of Securities"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) holds prior to such Underwritten Registration) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities and that can be sold without exceeding the Maximum Number of Securities.

2.1.6 Underwritten Offering Withdrawal. A majority-in-interest of the Demanding Holders initiating an Underwritten Demand or a majority-in-interest of the Requesting Holders (if any), pursuant to an Underwritten Offering under subsection 2.1.4 shall have the right to withdraw from such Underwritten Offering for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Underwritten Offering (or in the case of an Underwritten Registration pursuant to Rule 415 under the Securities Act, prior to the time of pricing of the applicable offering). Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with an Underwritten Offering prior to its withdrawal under this subsection 2.1.6.

2.1.7 Holder Information Required for Participation in Underwritten Offering. At least ten (10) Business Days prior to the first anticipated filing date of a Registration Statement pursuant to this Article II, the Company shall use reasonable best efforts to notify each Holder in writing (which may be by email) of the information reasonably necessary about the Holder to include such Holder's Registrable Securities in such Registration Statement. Notwithstanding anything else in this Agreement, the Company shall not be obligated to include such Holder's Registrable Securities to the extent the Company has not received such information, and received any other reasonably requested agreements or certificates, on or prior to the fifth Business Day prior to the first anticipated filing date of a Registration Statement pursuant to this Article II.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Section 2.1 hereof), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for a rights offering or an exchange offer or offering of securities solely to the Company's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than five (5) Business Days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) Business Days after receipt of such written notice (such Registration a "Piggyback Registration"). The Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company. The Company may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock that the Company desires to sell, taken together with (i) the shares of Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (iii) the shares of Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggyback registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(a) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof and shares of Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggyback registration rights of other stockholders of the Company (pro rata based on the respective number of Registrable Securities that each stockholder holds prior to such Underwritten Registration), which can be sold without exceeding the Maximum Number of Securities;

(b) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (A) first, the shares of Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 and shares of Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities (pro rata based on the respective number of Registrable Securities that each stockholder holds prior to such Underwritten Registration), which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration (or in the case of an Underwritten Registration pursuant to Rule 415 under the Securities Act, prior to the time of pricing of the applicable offering). The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.1 hereof or an Underwritten Offering pursuant to subsection 2.1.4.

2.3 Registrations on Form S-3. The Holders of Registrable Securities may at any time, and from time to time, request in writing that the Company, pursuant to Rule 415 under the Securities Act (or any successor rule promulgated thereafter by the Commission if so requested), register the resale of any or all of their Registrable Securities on Form S-3 or any similar short-form registration statement that may be available at such time ("Form S-3"). Within three (3) Business Days of the Company's receipt of a written request from a Holder or Holders of Registrable Securities for a Registration on Form S-3, the Company shall promptly give written notice of the proposed Registration on Form S-3 to all other Holders of Registrable Securities, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in such Registration on Form S-3 shall so notify the Company, in writing, within ten (10) days after the receipt by the Holder of the notice from the Company. As soon as practicable thereafter, but not more than twelve (12) days after the Company's initial receipt of such written request for a Registration on Form S-3, the Company shall register all or such portion of such Holder's Registrable Securities as are specified in such written request, together with all or such portion of Registrable Securities of any other Holder or Holders joining in such request as are specified in the written notification given by such Holder or Holders; provided, however, that the Company shall not be obligated to effect any such Registration pursuant to Section 2.3 hereof if (i) a Form S-3 is not available for such offering; or (ii) the Holders of Registrable Securities, together with the Holders of any other equity securities of the Company entitled to inclusion in such Registration, propose to sell the Registrable Securities and such other equity securities (if any) at any aggregate price to the public of less than $25,000,000.

Any request for an underwritten offering pursuant to a Form S-3 shall follow the procedures of Section 2.1 (including Section 2.1.5) but shall not count against the number of long-form Demand Registrations that may be made pursuant to Section 2.1.2.

2.4 Restrictions on Registration Rights. If (A) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company-initiated Registration and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.1.2 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (B) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Registration or Underwritten Demand would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement or the undertaking of such Underwritten Offering at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed or to undertake such Underwritten Offering in the near future and that it is therefore essential to defer the filing of such Registration Statement or undertaking of such Underwritten Offering. In such event, the Company shall have the right to defer such filing for a period of not more than thirty (30) days; provided, however, that the Company shall not defer its obligation in this manner more than once in any 12-month period.

2.5 Waiver. Notwithstanding anything in this Agreement to the contrary, any Holder may notify the Company of its election to waive any and all rights (i) to receive notice of an Underwritten Demand or Piggyback Registration as provided for in this Article II or (ii) to participate in any such Underwritten Offering or Piggyback Registration. As long as any such waiver remains outstanding and has not been rescinded in writing, the Company agrees not to notify any such Holder of any Underwritten Demand or Piggyback Registration or provide any such Holder with any information relating thereto.

## ARTICLE III
## COMPANY PROCEDURES

3.1 General Procedures. If the Company is required to effect the Registration of Registrable Securities, the Company shall use its best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective, including filing a replacement Registration Statement, if necessary, until all Registrable Securities covered by such Registration Statement have been sold or are no longer outstanding;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus or are no longer outstanding;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (ii) take such action as may be necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 use commercially reasonable efforts to cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or share rights agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of any request by the Commission that the Company amend or supplement such Registration Statement or Prospectus or the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threat of any proceeding for such purpose and promptly use its reasonable best efforts to amend and supplement such Registration Statement or Prospectus or prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities or its counsel, including, without limitation, providing copies promptly upon receipt of any comment letters from the staff of the Commission with respect to any such Registration Statement or Prospectus;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.10 permit a representative of the Holders, the Underwriter(s), if any, and any attorney or accountant retained by such Holders or Underwriter(s) to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.13 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission), and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-K, 10-Q and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

3.1.15 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $25,000,000, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.16 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration, including, without limitation, making available senior executives of the Company to participate in any due diligence sessions that may be reasonably requested by the Underwriter in any Underwritten Offering.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Underwritten Offerings. No person or entity may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. The Company will use its commercially reasonable efforts to ensure that no Underwriter shall require any Holder to make any representations, warranties or agreements to or with the Company or the Underwriters, other than representations, warranties or agreements regarding such Holder and such Holder's intended method of distribution and any other representation required by law, and if, despite the Company's commercially reasonable efforts, an Underwriter requires any Holder to make additional representations, warranties or agreements with such Underwriter, such Holder may elect not to participate in such Underwritten Offering (but shall not have any claims against the Company as a result of such election). Any liability of such Holder to any Underwriter or other person or entity under such underwriting agreement shall be limited to an amount equal to the proceeds (net of expenses and underwriting discounts and commissions) that it receives from such Underwritten Offering.

3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than thirty (30) days, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell the Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

3.6 Limitations of Registration Rights. Notwithstanding anything herein to the contrary, (i) the IPO Underwriters and/or their respective designees may not exercise their rights under Sections 2.1 and 2.2 hereunder after five (5) and seven (7) years from the commencement of sales relating to the Company's initial public offering, respectively, and (ii) the IPO Underwriters and/or their respective designees may not exercise their rights under Section 2.1 more than one time.

**ARTICLE IV**
**INDEMNIFICATION AND CONTRIBUTION**

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents and each person or entity who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including reasonable attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors, officers and agents and each person or entity who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and out-of-pocket expenses (including without limitation reasonable attorneys' fees) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the total liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot settle such claim or litigation in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) and which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agree to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

## ARTICLE V
## MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery or electronic mail. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third Business Day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery or electronic mail, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: ONE Nuclear Energy Inc., Attn: Richard Taylor and Kevin Dowd, 700 S. Rosemary Ave, Suite 204, West Palm Beach, FL 33401, and, if to any Holder, at such Holder's address or contact information as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third-Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 A Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, to a Permitted Transferee who agrees to become bound by the transfer restrictions applicable to the assigning or delegating Holder, if any, pursuant to any agreement between such Holder and the Company.

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts; Electronic Signatures. This Agreement may be executed and delivered (including executed manually or electronically via DocuSign or other similar services and delivered by portable document format (pdf) transmission) in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (I) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND (II) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.5 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority-in-interest of the Registrable Securities at the time in question (which majority-in-interest must include the IPO Underwriters if such amendment or modification affects in any way the rights of the IPO Underwriters hereunder), compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects either the Existing Holders as a group or the New Holders as a group, as the case may be, in a manner that is materially adversely different from the New Holders or the Existing Holders, respectively, shall require the consent of at least a majority-in-interest of the Registrable Securities held by such Existing Holders or a majority-in-interest of the Registrable Securities held by the New Holders, as applicable, so affected at the time in question; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of Registrable Securities, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

5.6 Other Registration Rights. The Company represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person or entity. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail. From and after the date of this Agreement, the Company shall not, without the approval of the Holders of a majority-in-interest of the Registrable Securities, enter into any agreement with any holder or prospective holder of any Registrable Securities that would grant such holder or prospective holder any registration rights more favorable in any material respect than those rights granted pursuant to this Agreement.

5.7 Term. This Agreement shall terminate upon the date as of which (A) all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (B) the Holders of all Registrable Securities are permitted to sell the Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or the manner of sale. The provisions of Section 3.5, Article IV and Article V shall survive any termination.

5.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the matters covered herein and supersedes and replaces any prior understanding, agreement or statement of intent, in each case, written or oral, of any and every nature with respect thereto.

5.9 Legend Removal. If a Holder holds Registrable Securities that are eligible to be sold without restriction under Rule 144 under the Securities Act (other than the restriction set forth under Rule 144(i)) or pursuant to an effective Registration Statement, then, at such Holder's request, accompanied by such additional representations and other documents as the Company shall reasonably request, the Company shall cause the Company's transfer agent to remove any restrictive legend set forth on the Registrable Securities held by such Holder in connection with any sale of such Registrable Securities pursuant to Rule 144 or the effective Registration Statement, as applicable (including, if required or requested by the Company's transfer agent, by delivering to the Company's transfer agent a direction letter and opinion of Company counsel), and the Company shall instruct and cause its transfer agent not to require a medallion guarantee in connection with any permitted transfer of Registrable Securities.

5.10 Remedies Cumulative. In the event that the Company fails to observe or perform any covenant or agreement to be observed or performed under this Agreement, the Holders may proceed to protect and enforce their rights by suit in equity or action at law, whether for specific performance of any term contained in this Agreement or for an injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement or to enforce any other legal or equitable right, or to take any one or more of such actions, without being required to post a bond. None of the rights, powers or remedies conferred under this Agreement shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to any other right, power or remedy, whether conferred by this Agreement or now or hereafter available at law, in equity, by statute or otherwise.

5.11 Waivers and Extensions. Any party to this Agreement may waive any right, breach or default which such party has the right to waive, provided that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party, and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligations or acts shall be deemed a waiver or extension of the time for performance of any other obligations or acts.

[*Signature pages follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**COMPANY:**

**ONE Nuclear Energy Inc.,**
**a Delaware Corporation**

By: */s/ Kevin Dowd*
Name: Kevin Dowd
Title: Chief Operating Officer

**SPONSOR:**

**HC VII Sponsor LLC,**
**a Nevada limited liability company**

By: ______________________
Name: Daniel J. Hennessy
Title: Managing Member

**IPO UNDERWRITERS:**

**Cohen & Company Capital Markets, a division of**
**Cohen & Company Securities, LLC**

By: ______________________
Name:
Title: Authorized Signatory

**Loop Capital Markets LLC**

By: ______________________
Name:
Title: Authorized Signatory

**Clear Street LLC**

By: ______________________
Name:
Title: Authorized Signatory

*[Signature Page to A&R Registration Rights Agreement]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**COMPANY:**

**ONE Nuclear Energy Inc.,**
**a Delaware Corporation**

By: ______________________________
Name: Richard Taylor
Title: Chief Executive Officer

**SPONSOR:**

**HC VII Sponsor LLC,**
**a Nevada limited liability company**

By: */s/ Daniel J. Hennessy*
Name: Daniel J. Hennessy
Title: Managing Member

**IPO UNDERWRITERS:**

**Cohen & Company Capital Markets, a division of**
**Cohen & Company Securities, LLC**

By: ______________________________
Name:
Title: Authorized Signatory

**Loop Capital Markets LLC**

By: ______________________________
Name:
Title: Authorized Signatory

**Clear Street LLC**

By: ______________________________
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**<u>COMPANY:</u>**

**ONE Nuclear Energy Inc.,**
**a Delaware Corporation**

By: ______________________________
Name: Richard Taylor
Title: Chief Executive Officer

**<u>SPONSOR:</u>**

**HC VII Sponsor LLC,**
**a Nevada limited liability company**

By: ______________________________
Name: Daniel J. Hennessy
Title: Managing Member

**<u>IPO UNDERWRITERS:</u>**

**Cohen & Company Capital Markets, a division of**
**Cohen & Company Securities, LLC**

By: */s/ Jerry Serowik*
Name: Jerry Serowik
Title: Authorized Signatory

**Loop Capital Markets LLC**

By: ______________________________
Name:
Title: Authorized Signatory

**Clear Street LLC**

By: ______________________________
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**COMPANY:**

**ONE Nuclear Energy Inc.,**
**a Delaware Corporation**

By: ______________________________
Name: Richard Taylor
Title: Chief Executive Officer

**SPONSOR:**

**HC VII Sponsor LLC,**
**a Nevada limited liability company**

By: ______________________________
Name: Daniel J. Hennessy
Title: Managing Member

**IPO UNDERWRITERS:**

**Cohen & Company Capital Markets, a division of**
**Cohen & Company Securities, LLC**

By: ______________________________
Name:
Title: Authorized Signatory

**Loop Capital Markets LLC**

By: */s/ Michael Jackson*
Name: Michael Jackson
Title: Authorized Signatory

**Clear Street LLC**

By: ______________________________
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**COMPANY:**

**ONE Nuclear Energy Inc.,**
**a Delaware Corporation**

By: ____________________
Name: Richard Taylor
Title: Chief Executive Officer

**SPONSOR:**

**HC VII Sponsor LLC,**
**a Nevada limited liability company**

By: ____________________
Name: Daniel J. Hennessy
Title: Managing Member

**IPO UNDERWRITERS:**

**Cohen & Company Capital Markets, a division of**
**Cohen & Company Securities, LLC**

By: ____________________
Name:
Title: Authorized Signatory

**Loop Capital Markets LLC**

By: ____________________
Name:
Title: Authorized Signatory

**Clear Street LLC**

By: */s/ Ryan J Gerety*
Name: Ryan J Gerety
Title: Authorized Signatory

**OTHER EXISTING HOLDERS:**

*/s/ Daniel J. Hennessy*
Daniel J. Hennessy

Thomas D. Hennessy

Nicholas Geeza

Grant Allen

Brian Bonner

Anna Brunelle

Javier Saade

Poonam Sharma

*[Signature Page to A&R Registration Rights Agreement]*

**OTHER EXISTING HOLDERS:**

______________________________
Daniel J. Hennessy

*/s/ Thomas D. Hennessy*
Thomas D. Hennessy

______________________________
Nicholas Geeza

______________________________
Grant Allen

______________________________
Brian Bonner

______________________________
Anna Brunelle

______________________________
Javier Saade

______________________________
Poonam Sharma

**OTHER EXISTING HOLDERS:**

______________________________
Daniel J. Hennessy

______________________________
Thomas D. Hennessy

*/s/ Nicholas Geeza*
Nicholas Geeza

______________________________
Grant Allen

______________________________
Brian Bonner

______________________________
Anna Brunelle

______________________________
Javier Saade

______________________________
Poonam Sharma

**OTHER EXISTING HOLDERS:**

______________________________
Daniel J. Hennessy

______________________________
Thomas D. Hennessy

______________________________
Nicholas Geeza

*/s/ Grant Allen*
Grant Allen

______________________________
Brian Bonner

______________________________
Anna Brunelle

______________________________
Javier Saade

______________________________
Poonam Sharma

**OTHER EXISTING HOLDERS:**

______________________________
Daniel J. Hennessy

______________________________
Thomas D. Hennessy

______________________________
Nicholas Geeza

______________________________
Grant Allen

*/s/ Brian Bonner*
Brian Bonner

______________________________
Anna Brunelle

______________________________
Javier Saade

______________________________
Poonam Sharma

*[Signature Page to A&R Registration Rights Agreement]*

**OTHER EXISTING HOLDERS:**

________________________________
Daniel J. Hennessy

________________________________
Thomas D. Hennessy

________________________________
Nicholas Geeza

________________________________
Grant Allen

________________________________
Brian Bonner

*/s/ Anna Brunelle*
Anna Brunelle

________________________________
Javier Saade

________________________________
Poonam Sharma

**OTHER EXISTING HOLDERS:**

______________________________
Daniel J. Hennessy

______________________________
Thomas D. Hennessy

______________________________
Nicholas Geeza

______________________________
Grant Allen

______________________________
Brian Bonner

______________________________
Anna Brunelle

*/s/ Javier Saade*
Javier Saade

______________________________
Poonam Sharma

**OTHER EXISTING HOLDERS:**

Daniel J. Hennessy

Thomas D. Hennessy

Nicholas Geeza

Grant Allen

Brian Bonner

Anna Brunelle

Javier Saade

*/s/ Poonam Sharma*

Poonam Sharma

*[Signature Page to A&R Registration Rights Agreement]*

**NEW HOLDERS:**

*/s/ Richard Taylor*

Richard Taylor

*/s/ Kevin Dowd*

Kevin Dowd

*/s/ Robert Carilli*

Robert Carilli

*[Signature Page to A&R Registration Rights Agreement]*

**Exhibit 10.2**

# LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "***Agreement***") is made and entered into as of September 23, 2026, by and between (i) ONE Nuclear Energy Inc., a Delaware corporation (formerly known as Hennessy Capital Investment Corp. VII, a Cayman Islands exempted company) (the "***Company***"), and (ii) the undersigned ("***Holder***"). Any capitalized term used but not defined in this Agreement will have the meaning ascribed to such term in the BCA (as defined herein). Company and Holder may be referred to herein individually as a "***Party***" and collectively as the "***Parties***."

**WHEREAS**, on October 22, 2025, the Company, ONE Nuclear Energy, LLC ("***ONE***"), Solis Merger Sub LLC ("***Merger Sub***"), and certain other persons entered into that certain Business Combination Agreement, as amended by that certain Omnibus Amendment No. 1, dated as of March 31, 2026, that certain Omnibus Amendment No. 2, dated as of June 1, 2026 and that certain Omnibus Amendment No. 3, dated as of August 7, 2026 (as amended and as may be further amended, modified, or supplemented from time to time, the "***BCA***"), pursuant to which, subject to the terms and conditions thereof, the Company will redomesticate and continue as a Delaware corporation named ONE Nuclear Energy Inc., and Merger Sub will merge with and into ONE, with the merged company surviving as a wholly-owned subsidiary of the Company (the "***Merger***"), and with ONE's equityholders receiving shares (the "***Merger Shares***") of the post-redomestication Company's common stock, par value $0.0001 per share (the "***Company Common Stock***");

**WHEREAS**, upon the Closing, Holder will be a holder of Company Common Stock; and

**WHEREAS**, pursuant to the BCA, and in view of the valuable consideration to be received by Holder thereunder, the Parties desire to enter into this Agreement, pursuant to which, (1) any securities issued upon conversion of the Purchaser Class B Ordinary Shares and (2) the Merger Shares (all such securities, together with any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, the "***Restricted Securities***") shall become subject to limitations on disposition as set forth herein.

**NOW, THEREFORE**, in consideration of the premises set forth above, which are incorporated in this Agreement as if fully set forth below, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Lock-Up Provisions.

(a) Holder hereby agrees not to, during the period commencing on the Closing and ending on the earlier of (x) the six month anniversary of the Closing Date, (y) such date that the reported last sale price of the Company Common Stock equals or exceeds $11.00 per share (as adjusted for share splits, share dividends, right issuances, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30) consecutive trading day period commencing after the Closing, and (z) the date after the Closing on which the Company consummates a liquidation, merger, capital stock exchange, reorganization or other similar transaction with an unaffiliated third party that results in all of the Company's stockholders having the right to exchange their Company Common Stock for cash, securities or other property (the "***Lock-Up Period***"): (i) lend, offer, pledge, hypothecate, encumber, donate, assign, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Restricted Securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Restricted Securities, or (iii) publicly disclose the intention to do any of the foregoing, whether any such transaction described in clauses (i), (ii) or (iii) above is to be settled by delivery of Restricted Securities or other securities, in cash or otherwise (any of the foregoing described in clauses (i), (ii) or (iii), a "***Prohibited Transfer***"). The foregoing restrictions shall not apply to (I) the transfer of any or all of the Restricted Securities owned by Holder (A) by gift, will or intestate succession upon the death of Holder, (B) to any Permitted Transferee (as defined below), or (C) pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of marriage or civil union, (II) the transfer of up to five percent (5%) of Holder's Restricted Securities in pledges in a bona fide transaction to third parties as collateral to secure obligations pursuant to lending or other arrangements between such third parties (or their affiliates or designees) and Holder and/or its affiliates or any similar arrangement relating to a financing arrangement for the benefit of Holder, or (III) the transfer of any or all of the Restricted Securities owned by Holder pursuant to any "piggyback" registration rights under the A&R Registration Rights Agreement; provided, however, that in any of cases (I)(A), (I)(B) or (I)(C), it shall be a condition to such transfer that the transferee executes and delivers to the Company an agreement stating that the transferee is receiving and holding the Restricted Securities subject to the provisions of this Agreement applicable to Holder, and there shall be no further transfer of such Restricted Securities except in accordance with this Agreement. As used in this Agreement, the term "***Permitted Transferee***" shall mean: (1) the members of Holder's immediate family (for purposes of this Agreement, "immediate family" shall mean with respect to any natural person, any of the following: such person's spouse or domestic partner, the siblings of such person and his or her spouse or domestic partner, and the direct descendants and ascendants (including adopted and step children and parents) of such person and his or her spouses or domestic partners and siblings) or Holder's affiliates, (2) any trust for the direct or indirect benefit of Holder or affiliates or the immediate family of Holder, (3) if Holder is a trust, the trustor or beneficiary of such trust or the estate of a beneficiary of such trust, (4) in the case of an entity, any partner, member, manager, investment manager or equityholder of such entity that receives such transfer as a distribution or a dividend, (5) any charitable organization, (6) any transferee to satisfy any U.S. federal, state, or local income tax obligations of Holder (or its direct or indirect owners) arising from Holder's ownership (including prior to and after the Business Combination) of the Restricted Securities or any interests in the Company, in each case solely and to the extent necessary to cover any tax liability as a direct result of such ownership of the Restricted Securities or any interests in the Company, (7) any transferee whereby there is no change in beneficial ownership, and (8) the nominee or custodian of any of the foregoing persons or entities. Holder further agrees to execute such agreements as may be reasonably requested by the Company that are consistent with the foregoing or that are necessary to give further effect thereto.

(b) If any Prohibited Transfer is made or attempted contrary to the provisions of this Agreement, such purported Prohibited Transfer shall be null and void *ab initio*, and the Company shall refuse to recognize any such purported transferee of the Restricted Securities as one of its equityholders for any purpose. In order to enforce this Section 1, the Company may impose stop-transfer instructions with respect to the Restricted Securities of Holder (and Permitted Transferees and assigns thereof) until the end of the Lock-Up Period except in compliance with the foregoing restrictions.

(c) During the Lock-Up Period, each certificate (or book-entry) evidencing any Restricted Securities subject to the restrictions set forth in Section 1(a) shall be stamped or otherwise imprinted with a legend (which the Company shall cause to be promptly removed as soon as possible following the end of the Lock-Up Period), in substantially the following form, in addition to any other applicable legends:

> "THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP AGREEMENT, DATED AS OF SEPTEMBER 23, 2026, BY AND BETWEEN THE ISSUER OF SUCH SECURITIES (THE "ISSUER") AND THE ISSUER'S SECURITY HOLDER NAMED THEREIN, AS AMENDED. A COPY OF SUCH LOCK-UP AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

(d) For the avoidance of any doubt, Holder shall retain all of its rights as a stockholder of the Company during the Lock-Up Period, including the right to vote any Restricted Securities.

2. Miscellaneous.

(a) Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. This Agreement and all obligations of Holder are personal to Holder and may not be transferred or delegated by Holder at any time, except to a Permitted Transferee. The Company may freely assign any or all of its rights under this Agreement, in whole or in part, to any successor entity (whether by merger, consolidation, equity sale, asset sale or otherwise) without obtaining the consent or approval of Holder.

(b) Third Parties. Nothing contained in this Agreement shall create any rights in, or be deemed to have been executed for the benefit of, any person or entity that is not a Party or a successor or permitted assign of such a Party.

(c) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Delaware. Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the State of Delaware to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable Law, each Party:

(i) irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that State, or that the subject matter of this Agreement may not be enforced in those courts;

(ii) irrevocably agrees not to seek, and waives any right to, judicial review by any court that may be called upon to enforce the judgment of the courts referred to in this Section 2(c), of the substantive merits of any suit, action or proceeding; and

(iii) to the extent that such Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, irrevocably waives that immunity in connection with its obligations under this Agreement.

(d) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2(d).

(e) Interpretation. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words "without limitation"; (iii) the words "herein," "hereto," and "hereby" and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement; and (iv) the term "or" means "and/or". The Parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(f) Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (i) in person, (ii) by email or other electronic means, with affirmative confirmation of receipt, or (iii) one Business Day after being sent, if sent by reputable, nationally recognized overnight courier service, pre-paid and return receipt requested, in each case to the applicable Party at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the Company, to:

ONE Nuclear Energy Inc.
2310 1st Street
Suite 603
Fort Myers, FL 33901
Attn: Richard Taylor and Kevin Dowd
Email: rtaylor@onenuclearenergy.com;
kdowd@onenuclearenergy.com

with a copy to:

Rose & Ward PLLC
680 North Lake Shore Drive
Suite 110
Chicago, IL 60611
Attention: Cassi Olson
Email: crose@rosewardpllc.com

*If to Holder, to*: the address set forth below Holder's name on the signature page to this Agreement.

(g) Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and Holder. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver thereof. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision. The Company shall not amend or waive any similar lock-up restrictions agreed with any other stockholders of the Company or otherwise release any such stockholder of the Company from such lock-up restrictions, unless the Company extends such amendment, waiver and/or release to Holder. The Company shall provide at least ten (10) Business Days' advance written notice to Holder of any such amendment or waiver.

(h) Authorization on Behalf of the Company. The Parties acknowledge and agree that notwithstanding anything to the contrary contained in this Agreement, any and all determinations, actions or other authorizations under this Agreement on behalf of the Company, including enforcing the Company's rights and remedies under this Agreement, or providing any waivers with respect to the provisions hereof, shall solely be made, taken and authorized by the majority of the Company's disinterested directors (the "***Disinterested Directors***"). In the event that the Company at any time does not have any Disinterested Directors, so long as Holder has any remaining obligations under this Agreement, the Company will promptly appoint one in connection with this Agreement. Without limiting the foregoing, in the event that Holder or Holder's Affiliate serves as a director, officer, employee or other authorized agent of the Company or any of its current or future Affiliates, Holder and/or Holder's Affiliate shall have no authority, express or implied, to act or make any determination on behalf of the Company or any of its current or future Affiliates in connection with this Agreement or any dispute or action with respect hereto.

(i) Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable in a jurisdiction, such provision shall be modified or deleted, as to the jurisdiction involved, only to the extent necessary to render the same valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby nor shall the validity, legality or enforceability of such provision be affected thereby in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will substitute for any invalid, illegal or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

(j) Specific Performance. Holder acknowledges that its obligations under this Agreement are unique, recognizes and affirms that in the event of a breach of this Agreement by Holder, money damages will be inadequate and the Company will have no adequate remedy at law, and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by Holder in accordance with their specific terms or were otherwise breached. Accordingly, the Company shall be entitled to an injunction or restraining order to prevent breaches of this Agreement by Holder and to enforce specifically the terms and provisions hereof, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which the Company may be entitled under this Agreement, at law or in equity.

(k) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly canceled; provided, however, that, for the avoidance of doubt, the foregoing shall not affect the rights and obligations of the Parties under the BCA or any Ancillary Document. Notwithstanding the foregoing, nothing in this Agreement shall limit any of the rights or remedies of the Company or any of the obligations of Holder under any other agreement between Holder and the Company or any certificate or instrument executed by Holder in favor of the Company, and nothing in any other agreement, certificate or instrument shall limit any of the rights or remedies of the Company or any of the obligations of Holder under this Agreement.

(l) Further Assurances. From time to time, at another Party's request and without further consideration (but at the requesting Party's reasonable cost and expense), each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

(m) Counterparts; Electronic Signatures. This Agreement may also be executed and delivered electronically, by facsimile signature or by email in portable document format in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. This Agreement may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law (e.g., www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(n) Effectiveness. This Agreement shall be binding upon Holder upon Holder's execution and delivery of this Agreement, but this Agreement shall only become effective upon the Closing. In the event that the BCA is validly terminated in accordance with its terms prior to the consummation of the Merger, this Agreement shall automatically terminate and become null and void, and the Parties shall have no obligations hereunder.

***[Remainder of Page Intentionally Left Blank; Signature Pages Follow]***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

***Company:***

**ONE NUCLEAR ENERGY INC.**

By: ____________________________
Name: Richard Taylor
Title: Chief Executive Officer

***{Additional Signature on the Following Page}***

*{Signature Page to Lock-Up Agreement}*

**IN WITNESS WHEREOF**, the Parties have executed this Lock-Up Agreement as of the date first written above.

***Holder:***

Name of Holder: ______________________________

By: ______________________________
Name:
Title:

***Number of Shares of Company Common Stock to be issued:***

Shares of Company Common Stock: ______________________________

______________________________

***Address for Notice:***

______________________________

______________________________

______________________________

______________________________

Email: ______________________________

*{Signature Page to Lock-Up Agreement}*

**Exhibit 10.3**

# FORM OF
# INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "***Agreement***") is made and entered into as of September 23 , 2026 (the "***Effective Date***"), by and between ONE Nuclear Energy Inc., a Delaware corporation (the "***Company***"), and ________________________________ ("***Indemnitee***").

**WHEREAS**, it is essential to the Company to retain and attract as directors and officers the most capable persons available;

**WHEREAS**, Indemnitee is a director or officer of the Company;

**WHEREAS**, both the Company and Indemnitee recognize the substantial risk of litigation and other claims that may be asserted against directors and officers of corporations; and

**WHEREAS**, in recognition of Indemnitee's need for substantial protection against personal liability to enhance Indemnitee's continued and effective service to the Company, and to induce Indemnitee to provide that service to the Company as a director or officer, the Company desires to provide, by means of this Agreement, (i) for the indemnification of, and the advancement of expenses to, Indemnitee and (ii) for the coverage of Indemnitee under the Company's directors' and officers' liability insurance policies, to the extent such insurance is maintained and includes Indemnitee as a covered party.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. NO EMPLOYMENT AGREEMENT.** This Agreement does not constitute an employment agreement or confer any employee or other compensation rights other than the rights with respect to indemnification, advancement of Expenses (as defined below), and, if any, maintenance of directors' and officers' liability insurance specified herein.

**2. DEFINITIONS.** As used in this Agreement:

**2.1.** "***Affiliate***" shall mean, when used with respect to a specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person. For purposes of this definition, "control" (including the terms "controlling," "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 and policies of a Person, whether through ownership of voting securities, by contract, or otherwise**.**

**2.2.** "***Beneficial Owner***" shall have the meaning given to such term in Rule 13d-3 of the Exchange Act.

**2.3.** "***Board***" shall mean the board of directors of the Company.

**2.4.** "***Change in Control***" shall mean, the earliest occurrence after the date of this Agreement, of any of the following events:

(a) any "Person," as such term is used in Sections 13(d) and 14(d) of the Exchange Act, becomes, directly or indirectly, the "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of securities of the Company that represent more than 50% of the combined voting power of the Company's then outstanding Voting Securities; *provided, however,* that the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company principally for bona fide equity financing purposes, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, (iv) any acquisition pursuant to a transaction that complies with Section 2.4(c), or (v) any acquisition involving beneficial ownership of less than 50% of the Company's then-outstanding common stock or Voting Securities that is determined by the Board, based on review of public disclosure by the acquiring Person with respect to its passive investment intent, not to have a purpose or effect of changing or influencing the control of the Company;

(b) during any period of two consecutive years, the Continuing Directors cease for any reason to constitute a majority of the Board;

(c) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of either the Company or the surviving entity;

(d) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company (in one transaction or a series of transactions) of all or substantially all of the Company's assets; or

(e) there occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act whether or not the Company is then subject to such reporting requirement.

**2.5.** "***Continuing Directors***" shall mean the individuals who, at the beginning of the applicable period, constitute the Board plus any new director whose appointment or election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose appointment, election, or nomination for election was previously so approved (but excluding any new director whose appointment or election or nomination for election by the Company's stockholders occurs as a direct result of an actual or threatened election contest or other actual or threatened solicitation of proxies by or on behalf of a Person other than the Board).

**2.6.** "***Disinterested Director***" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

**2.7.** "***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended from time to time.

**2.8.** "***Expenses***" shall mean any out-of-pocket expense actually paid or actually incurred in connection with investigating, defending, being a witness in, or participating in (a) any Proceeding or (b) establishing a right to indemnification under Section 3 or Section 6. "Expenses" include reasonable and documented attorneys' fees, retainers, court costs, transcript costs, fees and expenses of experts and other advisors (including accountants), travel expenses, duplicating costs, postage, delivery service fees, filing fees, and all other out-of-pocket disbursements or expenses of the types typically incurred by parties, witnesses, and other participants in connection with a Proceeding.

**2.9.** "***Indemnifiable Event***" shall mean any alleged event or occurrence related to anything done, not done, or witnessed by Indemnitee in any capacity listed in this sentence, and further related to the fact that Indemnitee (a) is or was a director or officer of the Company or (b) while a director or officer of the Company, is or was serving, at the request of the Company, as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other entity. Subject to Section 17, Indemnifiable Events include all such events that take place either before or after the execution of this Agreement. References to "serving at the request of the Company" shall include any service as a director, officer, employee, or agent of the Company that imposes duties on, or involves services by, such person with respect to an employee benefit plan, its participants, or its beneficiaries, and a person who acted in good faith and in a manner reasonably believed to be in the interests of the participants and beneficiaries of such plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company."

**2.10.** "***Independent Counsel***" shall mean a law firm, or member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent the Company or Indemnitee in any matter material to either such party (other than in connection with indemnification matters). Notwithstanding the foregoing, the term "Independent Counsel" shall not include any Person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

**2.11.** "***Person***" shall mean any individual, corporation, partnership, joint venture, sole proprietorship, limited liability company, trust, unincorporated organization, association, institution, entity, or government instrumentality, division, agency, body, or department.

**2.12.** "***Proceeding***" shall mean any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, mediatory, or investigative, any appeal in such an action, suit, or proceeding, or any inquiry or investigation that could lead to such an action, suit, or proceeding.

**2.13.** "***Reviewing Party***" shall mean the Person that has the authority to determine whether Indemnitee is entitled to indemnification.

**2.14.** "***Voting Securities***" with respect to any Person shall mean any securities of such Person that vote generally in the election of directors.

**3. <u>AGREEMENT TO INDEMNIFY</u>.**

**3.1.** ***General Agreement***. In the event Indemnitee was, is, or is threatened to become a party to, witness in, or other participant in a Proceeding with respect to or relating to an Indemnifiable Event, the Company shall indemnify Indemnitee from and against any and all (a) reasonable and documented Expenses and any and all liability, loss, judgments, fines, ERISA excise taxes and penalties, and amounts paid or to be paid in settlement, (b) interest, assessments, or other charges imposed thereon, and (c) federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement; *provided, however*, that (i) if such Proceeding is not a Company Proceeding (as defined below), Indemnitee shall have no right to such indemnification unless Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding, in addition, had not reasonable cause to believe that Indemnitee's conduct was unlawful and (ii) if such Proceeding is by or in the right of the Company to procure a judgment in its favor (a "***Company Proceeding***"), Indemnitee shall have no right to such indemnification (A) unless Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and (B) for judgments, fines, penalties, or amounts paid in settlement by or on behalf of Indemnitee (or other Expenses) in respect of any claim, issue, or matter as to which Indemnitee shall have been adjudged to be liable to the Company, unless and only to the extent that (I) any court in which such Company Proceeding was brought shall determine upon application that, despite any adjudication of liability but in view of all circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such judgments, fines, penalties, amounts paid in settlement, or Expenses as such court shall deem proper or (II) Indemnitee provides the Company with an opinion of counsel (which counsel need not be the Independent Counsel), in form and substance reasonably satisfactory to the Company, that such indemnification is permissible pursuant to this Agreement without such court action under the General Corporation Law of the State of Delaware. Indemnitee shall have the exclusive right under the preceding sentence to elect whether to submit the issue of indemnification to the Court of Chancery of the State of Delaware or to the opinion of counsel. The Company's indemnification obligation in this <u>Section 3.1</u> shall be applied to the fullest extent permitted by applicable law. To the extent that any changes in applicable law (whether by statute or judicial decision) permit greater indemnification by agreement than would be afforded currently under the Company's certificate of incorporation, the Company's bylaws, applicable law, or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such changes; to the extent that such changes would narrow Indemnitee's rights or the Company's obligations hereunder, they will not limit or affect the scope of this Agreement; *provided, however*, that any changes required by applicable law to be applied to this Agreement shall be so applied regardless of whether the effect of such change is to narrow Indemnitee's rights or the Company's obligations hereunder.

**3.2.** ***Initiation of Proceeding***. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification or expense advancement pursuant to this Agreement in connection with any Proceeding (or part thereof) initiated by Indemnitee (other than compulsory counterclaims) unless (a) the Company has joined in, or the Board (or a duly authorized committee of the Board) has consented to, such Proceeding (or part thereof); or (b) the Proceeding is one to enforce indemnification rights under Section 6.

**3.3.** ***Expense Advances***. If (a) so requested by Indemnitee, (b) Indemnitee delivers to the Company the undertaking required by this Section 3.3, and (c) Indemnitee has been determined to be entitled to indemnification in accordance with this Agreement, the Company shall advance to Indemnitee any and all reasonable and documented Expenses actually incurred by Indemnitee ("***Expense Advances***") within 60 days after the receipt by the Company of a statement from Indemnitee requesting such Expense Advances (which statement provides reasonable documentation for all Expenses for which Indemnitee seeks payment hereunder), whether before or after final disposition of any Proceeding. Expense Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the provisions of this Agreement. Indemnitee shall qualify for Expense Advances solely upon the execution and delivery to the Company of an undertaking (in form and substance reasonably satisfactory to the Company) providing that Indemnitee undertakes to repay the Expense Advances if and to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. Expense Advances shall include any and all reasonable and documented Expenses incurred pursuing an action to enforce this right of advancement. If Indemnitee has commenced legal proceedings in a court of competent jurisdiction in the State of Delaware to secure a determination that Indemnitee should be indemnified under applicable law, as provided in Section 5, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advances until a final judicial determination is made (as to which all rights of appeal have been exhausted or have lapsed). Indemnitee's obligation to reimburse the Company for Expense Advances shall be unsecured, and no interest shall be charged thereon. For the sake of clarity, Expense Advances shall not be considered personal loans.

**3.4.** ***Mandatory and Partial Indemnification***. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful, on the merits or otherwise, in defense of any claim, issue, or matter in a Proceeding, Indemnitee shall be indemnified against all reasonable and documented Expenses incurred in connection with that claim, issue, or matter. If Indemnitee is entitled to indemnification by the Company for some, but not all, of the total amount paid or incurred by Indemnitee in the Proceeding or other legal action to which the Expenses relate, the Company shall indemnify Indemnitee for the portion to which Indemnitee is entitled.

**4. REVIEWING PARTY.**

**4.1.** ***Before a Change in Control***. Unless there has been a Change in Control, the Reviewing Party shall be: (a) the Board acting by a majority vote of Disinterested Directors, whether or not such majority constitutes a quorum of the Board; (b) a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, whether or not such majority constitutes a quorum; or (c) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by the Independent Counsel.

**4.2.** ***After a Change in Control***. After a Change in Control, or if there are no Disinterested Directors, the Reviewing Party shall be the Independent Counsel. With respect to all matters arising from a Change in Control concerning the rights of Indemnitee to indemnity payments and Expense Advances under this Agreement or any other agreement or under applicable law or the Company's certificate of incorporation or bylaws now or hereafter in effect relating to indemnification for Indemnifiable Events, the Company shall seek legal advice only from the Independent Counsel selected in accordance with Section 4.3. The Independent Counsel shall render its written opinion to the Company and Indemnitee as to whether and to what extent Indemnitee is entitled to indemnification under this Agreement or applicable law. The Company agrees to be bound by the decision of the Independent Counsel as to the entitlement of Indemnitee to indemnification and shall pay such amounts to Indemnitee as to which Indemnitee is entitled to be indemnified within 45 days after the date of such written opinion of the Independent Counsel. Copies of the written opinion of the Independent Counsel as to the entitlement of Indemnitee to the requested indemnification shall be delivered to both the Company and Indemnitee. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel.

**4.3.** ***Selection of the Independent Counsel***. The following procedure shall be applicable with respect to the selection of the Independent Counsel. If no Change in Control has occurred prior to the date of determination of entitlement to indemnification, the Independent Counsel shall be selected by the Board, who shall notify Indemnitee of the counsel chosen. If a Change in Control has occurred prior to the date of determination of entitlement to indemnification, Indemnitee shall select the Independent Counsel and notify the Company of the selection. Either the Company or Indemnitee, as applicable, may object in writing to the Independent Counsel as selected within 45 days after receipt of notification and identification of the Independent Counsel selected. Objection may be made only on the ground that the Independent Counsel initially selected does not meet the criteria set forth in the definition of "Independent Counsel" set forth in Section 2.10. If the parties are unable to resolve their differences within 45 days following receipt by the objecting party of notice of the initial selection of the Independent Counsel, then either party may petition the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for resolution of such difference or for the appointment of substitute Independent Counsel to act as provided in this Agreement. The Independent Counsel initially selected shall not serve as such until resolution of such objection or litigation.

**5. INDEMNIFICATION PROCESS AND APPEAL.**

**5.1.** ***Indemnification Demand***. Indemnitee shall be entitled to indemnification under this Agreement within 30 days after Indemnitee has made written demand on the Company for indemnification, unless the Reviewing Party has provided a written determination to the Company that Indemnitee is not entitled to indemnification under this Agreement or applicable law. The Reviewing Party making the determination with respect to Indemnitee's entitlement to indemnification shall notify Indemnitee of such written determination no later than ten days after providing such notice to the Company. A demand for indemnification under this Agreement shall include such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification.

**5.2.** ***Suit to Enforce Rights***. Indemnitee shall have the right to enforce Indemnitee's indemnification rights under this Agreement by commencing litigation in any court of competent jurisdiction in the State of Delaware seeking an initial determination by the court or challenging any determination by the Reviewing Party if:

(a) no determination of entitlement to indemnification has been made within 30 days after Indemnitee has made a demand in accordance with Section 5.1;

(b) payment of Expenses pursuant to Section 3.3 is not made within 60 days after Indemnitee has made a demand for such payment in accordance with Section 3.3 unless the Reviewing Party has determined pursuant to Section 5.1 that Indemnitee is not entitled to indemnification under this Agreement; or

(c) the Reviewing Party determines pursuant to Section 5.1 that Indemnitee is not entitled to indemnification under this Agreement. Any determination by the Reviewing Party not challenged by Indemnitee on or before the first anniversary of the date of the Reviewing Party's determination shall be binding on the Company and Indemnitee. The remedy provided for in this Section 5 shall be in addition to any other remedies available to Indemnitee in law or equity.

***5.3. Defense to Indemnification, Burden of Proof, and Presumptions.***

(a) To the maximum extent permitted by applicable law, in making a determination with respect to entitlement to indemnification (or advancement of expenses) hereunder, the Reviewing Party shall presume that an Indemnitee is entitled to indemnification (or advancement of expenses) under this Agreement if Indemnitee has submitted a demand for indemnification in accordance with Section 5.1, and the Reviewing Party shall place the burden of proof on the Company to overcome that presumption in connection with the making of any determination contrary to that presumption.

(b) It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed; *provided* that the burden of proving Indemnitee is not entitled to indemnification shall be on the Company.

(c) The following shall not be defenses to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief or understanding: (i) the failure of the Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief or understanding or (ii) the Reviewing Party's determination that Indemnitee has not met such standard of conduct or did not have such belief or understanding.

(d) For purposes of this Agreement, the termination of any claim, action, suit, or proceeding, by judgment, order, settlement (whether with or without court approval), conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that (i) Indemnitee did not meet any particular standard of conduct or have any particular belief or understanding or (ii) a court has determined that indemnification is not permitted by applicable law.

(e) For purposes of this Agreement, there shall be a presumption that Indemnitee's conduct shall not be deemed to have been knowingly fraudulent or deliberately dishonest, Indemnitee shall not be deemed to have had any reasonable cause to believe Indemnitee's conduct was unlawful, nor shall any presumption arise that Indemnitee did not meet any particular standard of conduct or have any particular belief, if Indemnitee's conduct was done in good faith based on (i) the records or books of account of the Company or other entity, (ii) information supplied by an officer or officers of the Company or other entity, (iii) the advice of legal counsel, or (iv) information or reports of independent public accountants, appraisers, or other experts selected by the Company.

**6. INDEMNIFICATION FOR EXPENSES INCURRED IN ENFORCING RIGHTS.**

**6.1.** ***Mandatory Indemnification***. To the extent that Indemnitee has been successful, on the merits or otherwise, the Company shall indemnify Indemnitee against any and all reasonable and documented Expenses that are incurred by Indemnitee in connection with any claim asserted against or action brought by Indemnitee for:

(a) enforcement of this Agreement;

(b) indemnification of Expenses or Expense Advances by the Company under this Agreement or any other agreement or under applicable law or the Company's certificate of incorporation or bylaws, now or hereafter in effect, relating to indemnification for Indemnifiable Events; or

(c) recovery under directors' and officers' liability insurance policies maintained by the Company.

**6.2.** ***Expense Advancement***. If requested by Indemnitee in accordance with Section 3.3, the Company shall advance such reasonable and documented Expenses to Indemnitee on such terms and conditions set forth in Section 3.3.

7. <u>NOTIFICATION AND DEFENSE OF PROCEEDING</u>.

**7.1.** ***Notice***. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee shall, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of that commencement; *provided* that the failure to so notify the Company will not relieve the Company from any liability hereunder that the Company may have to Indemnitee, except to the extent such failure to provide notice has actually impaired the Company's ability to defend such Proceeding.

**7.2.** ***Defense***.

(a) With respect to any Proceeding for which Indemnitee has provided notice to the Company, unless Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and the Company in the defense of the Proceeding, the Company may assume the defense of such Proceeding with counsel reasonably satisfactory to Indemnitee; *provided, however*, that under no circumstances may the Company assume the defense of any Company Proceeding.

(b) After notice from the Company to Indemnitee of the Company's election under <u>Section 7.2(a)</u> to assume the defense of any Proceeding, the Company will not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently incurred by Indemnitee in connection with the defense of such Proceeding other than (x) expenses, including attorneys' fees, associated with monitoring such Proceeding for purposes of ascertaining whether a conflict between Indemnitee and the Company develops subsequent to the Company's assumption of the defense of such Proceeding, (y) reasonable costs of investigation, or (z) as otherwise provided below. Indemnitee shall have the right to employ Indemnitee's own counsel in such Proceeding, but all Expenses related thereto incurred after notice from the Company of its assumption of the defense shall be at Indemnitee's expense unless:

(i) prior to a Change in Control, the employment of counsel by Indemnitee has been authorized by a majority vote of a quorum consisting of Disinterested Directors (or if a quorum consisting of Disinterested Directors is not obtainable, by the Independent Counsel);

(ii) after a Change in Control, the employment of counsel by Indemnitee has been approved in writing by the Independent Counsel;

(iii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between Indemnitee and the Company in the conduct of the defense of such Proceeding and shall have communicated such conclusion, with a full statement of the reasons, in writing to the Company; or

(iv) the Company has not within 45 days employed counsel to assume the defense of such Proceeding.

(c) If the Company has selected counsel to represent Indemnitee and Indemnitee reasonably objects to such counsel selected by the Company, then Indemnitee shall be permitted to employ counsel of Indemnitee's choice, and the fees and expenses of such counsel shall be at the expense of the Company; *provided, however*, that counsel shall be chosen from among the list of counsel, if any, approved by any company with which the Company obtains or maintains insurance; and *provided further* that, notwithstanding the foregoing, if the Company has selected counsel to represent Indemnitee and other current or former directors or officers of the Company in the defense of a Proceeding, and a majority of such persons, including Indemnitee, reasonably object to such counsel selected by the Company pursuant to this Section 7.2, then such persons, including Indemnitee, shall be permitted to employ one additional counsel of their choice from among the list of counsel, if any, approved by any company with which the Company obtains or maintains insurance and in no event shall the Company be required to pay the fees and expenses of more than one such additional counsel (together with appropriate local counsel) for all such directors or officers in connection with the same Proceeding or separate but substantially similar or related Proceedings arising out of the same general allegations or circumstances unless counsel for Indemnitee and such directors or officers shall have reasonably concluded that there may be a conflict of interest that requires additional counsel and shall have communicated such conclusion, with a full statement of the reasons, in writing to the Company. In the event separate counsel is retained by Indemnitee pursuant to this Section 7.2(c), the Company shall cooperate with Indemnitee with respect to the defense of the Proceeding, including making documents, witnesses, and other reasonable information related to the defense available to Indemnitee and such separate counsel pursuant to joint defense agreements or confidentiality agreements, as appropriate. In addition, to the extent there is no conflict of interest between Indemnitee and the Company in connection with a Proceeding, Indemnitee shall provide the Company such information and cooperation as the Company may reasonably require and as shall be within Indemnitee's power with respect to such Proceeding.

**7.3.** ***Settlement of Claims***. The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent.

**8. NON-EXCLUSIVITY.** The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under the laws of the State of Delaware, the Company's certificate of incorporation, the Company's bylaws, applicable law, or otherwise.

**9. CONTRIBUTION.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee with respect to any Proceeding, or any claim, issue, or matter in a Proceeding, and the Company is jointly liable with Indemnitee for such Proceeding, claim, issue, or matter, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee (whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement, or reasonable and documented Expenses in connection with such claim), in such proportion as is deemed fair and reasonable in light of the circumstances. The following factors shall be considered when determining the amount of such contribution: (a) the relative benefits received by the Company and Indemnitee as a result of the event(s) or transaction(s) giving cause to such Proceeding, claim, issue, or matter and (b) the relative fault of the Company (and the Company's other directors, officers, employees, and agents) and Indemnitee in connection with such event(s) or transaction(s).

**10. <u>EXCLUSIONS; NO DUPLICATION OF PAYMENTS</u>.** Notwithstanding anything to the contrary contained in this Agreement, the Company shall not be liable under this Agreement to make any payment in connection with any claim made against Indemnitee (a) for any disgorgement of profits made from the purchase and sale by Indemnitee of securities pursuant to Section 16(b) of the Exchange Act or similar provisions of any state statutory law or common law; (b) to the extent Indemnitee has otherwise actually received payment (under any insurance policy, by law, or otherwise) of the amounts otherwise indemnifiable hereunder; (c) if such claim is proven by final judgment in a court of law or in any other adjudication to have been based upon or attributable to Indemnitee's having gained any personal profit or advantage to which Indemnitee was not legally entitled; or (d) brought about or contributed to by the dishonesty of Indemnitee; *provided, however*, that Indemnitee shall be entitled to the benefit of this Agreement as to any claim upon which suit may be brought against Indemnitee by reason of any alleged dishonesty on Indemnitee's part, unless a judgment or other final adjudication thereof adverse to Indemnitee shall establish that Indemnitee committed (i) acts of active and deliberate dishonesty (ii) with actual dishonest purpose and intent and (iii) which acts were material to the cause of action so adjudicated.

**11. <u>LIABILITY INSURANCE</u>.** To the extent the Company maintains an insurance policy or policies providing directors' or officers' liability insurance, Indemnitee, if a director or officer of the Company, shall be covered by such policy or policies, in accordance with its or their terms.

**12. <u>AMENDMENT OF THIS AGREEMENT</u>.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument executed by the party against whom such waiver is sought to be enforced. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

**13. <u>SUBROGATION</u>.** In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

**14. <u>BINDING EFFECT</u>.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, and personal and legal representatives. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is a director or officer of the Company (or is or was serving, at the request of the Company, as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other entity) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any Proceeding commenced under <u>Section 5.2</u>) by reason of such status of Indemnitee, whether or not Indemnitee is acting or serving in any such capacity at the time any Expense, liability, loss, judgment, fine, ERISA excise tax, or penalty, or amounts paid or to be paid in settlement, is incurred for which indemnification can be provided under this Agreement.

15. **SEVERABILITY.** If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

16. **CHOICE OF LAW; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS.** This Agreement shall be governed by, and its provisions construed and enforced in accordance with, the laws of the State of Delaware, without regard to any conflict of laws principles that might apply the laws of any other jurisdiction. The Company and Indemnitee each hereby irrevocably and unconditionally agrees and consents to the exclusive jurisdiction and venue of the courts of the State of Delaware for all purposes in connection with any action, suit, or proceeding that arises out of or relates to this Agreement. Each of the Company and Indemnitee hereby consents to service of any summons, complaint, or other process that may be served in any such action by sending copies of such process under the procedures set forth in Section 18.

17. **PREVIOUS AGREEMENTS.** To the extent that Indemnitee has a previous indemnification agreement with or applicable to Company, the indemnification rights and obligations of Indemnitee and the Company with respect to Proceedings that arose or may arise from Indemnifiable Events occurring prior to the Effective Date (regardless of whether such Proceedings were or are initiated before, on, or after the Effective Date) shall be governed by such previous agreement and not this Agreement.

18. **NOTICES.** All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be given by (i) personal delivery, (ii) electronic mail (email), (iii) registered or certified mail, return receipt requested, postage prepaid, or (iv) a nationally recognized overnight courier, in each case addressed as follows:

One Nuclear Inc.
700 S. Rosemary Ave, Suite 204
West Palm Beach, FL 33401
Attention: Richard Taylor and Kevin Dowd

and to Indemnitee at:
____________________________________
____________________________________
____________________________________
Attention: ___________________________

All such notices and communications shall be deemed given and effective as follows: (a) upon personal delivery, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five days after the postmark if sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier specifying next day delivery, with written verification of receipt.

19. **INTERPRETATION.** Unless the context otherwise requires, (a) words describing the singular number shall include the plural and vice versa, (b) references to “days” mean “calendar days,” (c) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation,” (d) the word “or” is not exclusive, and (e) the terms “herein,” “hereof,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular Section or other provision of this Agreement. References in this Agreement to any Section shall refer to a Section of this Agreement unless otherwise expressly stated. The headings in this Agreement are for convenience of reference only and shall not define, limit, or affect the construction or interpretation of any provision of this Agreement.

* * * * *

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement as of the day specified above.

**ONE NUCLEAR ENERGY INC.**

By: ______________________________
Name:
Title:

**INDEMNITEE:**

______________________________

Name:

**Exhibit 10.4**

# ONE NUCLEAR ENERGY INC. 2026 EQUITY AND INCENTIVE PLAN

1. *Purpose*. The purpose of the ONE Nuclear Energy Inc. 2026 Equity and Incentive Plan (the "*Plan*") is to provide a means through which the Company and its Affiliates (each as defined below) may attract and retain key personnel and align their interests with those of the Company's shareholders by providing them the opportunity to acquire and maintain an equity interest in the Company, or be paid incentive compensation, which may (but need not) be measured by reference to the value of Common Shares (as defined below).

2. *Definitions*. The following definitions shall be applicable throughout the Plan:

(a) "*Affiliate*" means (i) any person or entity that directly or indirectly controls, is controlled by or is under common control with the Company and/or (ii) to the extent provided by the Committee, any person or entity in which the Company has a significant interest. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting or other securities, by contract or otherwise.

(b) "*Award*" means, individually or collectively, any Incentive Stock Option, Nonqualified Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Stock Bonus Award, and Performance Compensation Award granted under the Plan.

(c) "*Board*" means the Board of Directors of the Company.

(d) "*Business Combination*" has the meaning given such term in the definition of "Change in Control."

(e) "*Cause*" means, in the case of a particular Award, unless the applicable Award agreement states otherwise, (i) the Company or an Affiliate having "cause" to terminate a Participant's employment or service, as defined in any employment or consulting or similar agreement between the Participant and the Company or an Affiliate in effect at the time of such termination or (ii) in the absence of any such employment or consulting or similar agreement (or the absence of any definition of "Cause" contained therein), (A) gross misconduct by the Participant which results in loss, damage or injury to the Company or any of its Affiliates, its goodwill, business or reputation; (B) the commission or attempted commission of an act of embezzlement, fraud or breach of fiduciary duty which results in loss, damage or injury to the Company or any of its Affiliates, its goodwill, business or reputation; (C) the unauthorized disclosure or misappropriation of any trade secret or confidential information of the Company, any of its Affiliate or any third party who has a business relationship with the Company, other than in connection with the disclosure of a trade secret or confidential information that is made (1) in confidence to a federal, state, or local government official, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; (D) the Participant's commission or conviction of, or plea of nolo contendere to, a felony under any state or federal law which materially interferes with such Participant's ability to perform his or her services for the Company or any of its Affiliates or which results in loss, damage or injury to the Company or any of its Affiliates, its goodwill, business or reputation; (E) the violation (or potential violation) by the Participant, in any material respect, of a non-competition, non-solicitation, non-disclosure or assignment of inventions covenant between the Participant and the Company or any of its Affiliates; (F) the Participant's failure to perform the Participant's assigned duties and responsibilities to the reasonable satisfaction of the Company which failure continues, in the reasonable judgment of the Company, after written notice given to the Participant by the Company; or (G) the use of controlled substances, illicit drugs, alcohol or other substances or behavior which interferes with the Participant's ability to perform his or her services for the Company or any of its Affiliates or which otherwise results in loss, damage or injury to the Company, its goodwill, business or reputation. Any determination of whether Cause exists shall be made by the Committee in its sole discretion.

(f) "*Change in Control*" shall, in the case of a particular Award, be deemed to occur upon:

(i) Any sale, lease, exchange or other transfer (in one or a series of related transactions) of all or substantially all of the assets of the Company to an unrelated third party;

(ii) Any "Person" as such term is used in Section 13(d) and Section 14(d) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), becomes, directly or indirectly, the "beneficial owner" as defined in Rule 13d-3 under the Exchange Act of securities of the Company that represent more than 50% of the combined voting power of the Company's then outstanding voting securities (the "*Outstanding Company Voting Securities*"); *provided*, *however*, that for purposes of this paragraph 2(f)(ii), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company principally for bona fide equity financing purposes, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, (D) any acquisition by any corporation pursuant to a transaction that complies with paragraph 2(f)(iv), (E) any acquisition involving beneficial ownership of less than 50% of the then-outstanding Common Shares (the "*Outstanding Company Common Shares*") or the Outstanding Company Voting Securities that is determined by the Board, based on review of public disclosure by the acquiring Person with respect to its passive investment intent, not to have a purpose or effect of changing or influencing the control of the Company;

(iii) During any period of not more than two (2) consecutive years, individuals who constitute the Board as of the beginning of the period (the "*Incumbent Directors*") cease for any reason to constitute at least a majority of the Board, *provided that* any person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) will be an Incumbent Director; *provided*, *however*, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board will be deemed to be an Incumbent Director; or

(iv) Consummation of a merger, amalgamation or consolidation (a "*Business Combination*") of the Company with any other corporation, unless, following such Business Combination, all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Shares and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries).

(g) "*Code*" means the Internal Revenue Code of 1986, as amended, and any successor thereto. Reference in the Plan to any section of the Code shall be deemed to include any regulations or other interpretative guidance under such section, and any amendments or successor provisions to such section, regulations or guidance.

(h) "*Committee*" means a committee of at least three (3) people as the Board may appoint to administer the Plan or, if no such committee has been appointed by the Board or if the Board elects to act as the Committee with respect to any action, the Board.

(i) "*Common Shares*" means shares of the Company's common stock, par value $0.001 per share (and any stock or other securities into which such ordinary shares may be converted or into which they may be exchanged).

(j) "*Company*" means ONE Nuclear Energy Inc., a Delaware corporation, and its successors and assignees.

(k) "*Date of Grant*" means the date on which the granting of an Award is authorized, or such other date as may be specified in such authorization.

(l) "*Disability*" means, unless the applicable Award agreement says otherwise, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment. The determination of whether an individual has a Disability shall be determined under procedures established by the Committee. The Committee may rely on any determination that a Participant is disabled for purposes of benefits under any long-term disability plan maintained by the Company or any Affiliate in which such Participant participates.

(m) "*Effective Date*" means the date this Plan is approved by the Board, as set forth on the signature page hereto.

(n) "*Eligible Director*" means a person who is a "non-employee director" within the meaning of Rule 16b-3 under the Exchange Act.

(o) "*Eligible Person*" with respect to an Award denominated in Common Shares, means any (i) individual employed by the Company or an Affiliate; *provided*, *however*, that no such employee covered by a collective bargaining agreement shall be an Eligible Person unless and to the extent that such eligibility is set forth in such collective bargaining agreement which includes rules regarding equity entitlement or in an agreement or instrument relating thereto; (ii) director of the Company or an Affiliate; (iii) an individual consultant or advisor to the Company or an Affiliate; *provided* that if the Securities Act applies, such persons must be eligible to be offered securities registrable on Form S-8 under the Securities Act; or (iv) prospective employees, directors, officers, consultants or advisors who have accepted offers of employment or consultancy from the Company or its Affiliates (and would satisfy the provisions of clauses (i) through (iii) above once he or she begins employment with or begins providing services to the Company or its Affiliates).

(p) "*Exchange Act*" has the meaning given such term in the definition of "Change in Control," and any reference in the Plan to any section of (or rule promulgated under) the Exchange Act shall be deemed to include any rules, regulations or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations or guidance.

(q) "*Exercise Price*" has the meaning given such term in paragraph 7(b) of the Plan.

(r) "*Fair Market Value*" means, as of any date, the value of Common Shares determined as follows:

(i) If the Common Shares are listed on any established stock exchange or a national market system will be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Committee deems reliable;

(ii) If the Common Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Common Share will be the mean between the high bid and low asked prices for the Common Shares on the day of determination, as reported in *The Wall Street Journal* or such other source as the Committee deems reliable; or

(iii) In the absence of an established market for the Common Shares, the Fair Market Value will be determined in good faith by the Committee, in accordance with Section 409A of the Code.

(s) "*Good Reason*" means, if applicable to any Participant in the case of a particular Award, as defined in any employment or consulting or similar agreement between the Participant and the Company or an Affiliate in effect at the time of such termination, or in the absence of any such employment or consulting or similar agreement (or the absence of any definition of "Cause" contained therein) as defined in the applicable Award agreement.

(t) "*Immediate Family Members*" shall have the meaning set forth in paragraph 15(b).

(u) "*Incentive Stock Option*" means an Option that is designated by the Committee as an incentive stock option as described in Section 422 of the Code and otherwise meets the requirements set forth in the Plan.

(v) "*Indemnifiable Person*" shall have the meaning set forth in paragraph 4(e) of the Plan.

(w) "*Mature Shares*" means Common Shares owned by a Participant that are not subject to any pledge or security interest and that have been either previously acquired by the Participant on the open market or meet such other requirements, if any, as the Committee may determine are necessary in order to avoid an accounting earnings charge on account of the use of such shares to pay the Exercise Price or satisfy a tax or deduction obligation of the Participant.

(x) "*Nonqualified Stock Option*" means an Option that is not designated by the Committee and/or does not qualify as an Incentive Stock Option.

(y) "*Option*" means an Award granted under Section 7 of the Plan.

(z) "*Option Period*" has the meaning given such term in paragraph 7(c) of the Plan.

(aa) "*Outstanding Company Common Shares*" has the meaning given such term in the definition of "Change in Control."

(bb) "*Outstanding Company Voting Securities*" has the meaning given such term in the definition of "Change in Control."

(cc) "*Participant*" means an Eligible Person who has been selected by the Committee to participate in the Plan and to receive an Award pursuant to Section 6 of the Plan.

(dd) "*Performance Compensation Award*" shall mean any Award designated by the Committee as a Performance Compensation Award pursuant to Section 11 of the Plan.

(ee) "*Performance Criteria*" shall mean the criterion or criteria that the Committee shall select for purposes of establishing the Performance Goal(s) for a Performance Period with respect to any Performance Compensation Award under the Plan.

(ff) "*Performance Formula*" shall mean, for a Performance Period, the one or more formulae applied against the relevant Performance Goal to determine, with regard to the Performance Compensation Award of a particular Participant, whether all, some portion but less than all, or none of the Performance Compensation Award has been earned for the Performance Period.

(gg) "*Performance Goals*" shall mean, for a Performance Period, the one or more goals established by the Committee for the Performance Period based upon the Performance Criteria.

(hh) "*Performance Period*" shall mean the one or more periods of time, as the Committee may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to, and the payment of, a Performance Compensation Award.

(ii) "*Permitted Transferee*" shall have the meaning set forth in paragraph 15(b) of the Plan.

(jj) "*Person*" has the meaning given such term in the definition of "Change in Control."

(kk) "*Plan*" means this ONE Nuclear Energy Inc. 2026 Equity and Incentive Plan, as amended from time to time.

(ll) "*Qualifying Termination*" means, except as otherwise provided by the Committee as set forth in the Award, the occurrence of either a termination of a Participant's employment by the Company without Cause or for Good Reason, in either case, occurring on or within the 12-month period following (or such other period specified in the applicable Award agreement) the consummation of a Change in Control.

(mm) "*Restricted Period*" means the period of time determined by the Committee during which an Award is subject to restrictions or, as applicable, the period of time within which performance is measured for purposes of determining whether an Award has been earned.

(nn) "*Restricted Stock Unit*" or "*RSU*" means an unfunded and unsecured promise to deliver Common Shares or, as specified in the applicable Award agreement, cash, other securities or other property, subject to certain performance or time-based restrictions (including, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time), granted under Section 9 of the Plan.

(oo) "*Restricted Stock*" means Common Shares, subject to certain specified performance or time-based restrictions (including, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time), granted under Section 9 of the Plan.

(pp) "*Retirement*" means, in the case of a particular Award, the definition set forth in the applicable Award agreement.

(qq) "*SAR Period*" has the meaning given such term in paragraph 8(b) of the Plan.

(rr) "*Securities Act*" means the Securities Act of 1933, as amended, and any successor thereto. Reference in the Plan to any section of the Securities Act shall be deemed to include any rules, regulations or other interpretative guidance under such section, and any amendments or successor provisions to such section, rules, regulations or guidance.

(ss) "*Share Pool*" has the meaning given such term in paragraph 5(b) of the Plan.

(tt) "*Stock Appreciation Right*" or *"SAR"* means an Award granted under Section 8 of the Plan.

(uu) "*Stock Bonus Award*" means an Award granted under Section 10 of the Plan.

(vv) "*Strike Price*" has the meaning given such term in paragraph 8(b) of the Plan.

(ww) "*Subsidiary*" means, with respect to any specified Person:

(i) any corporation, association or other business entity of which more than 50% of the total voting power of shares (without regard to the occurrence of any contingency and after giving effect to any voting agreement or shareholders' agreement that effectively transfers voting power) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(ii) any partnership (or any comparable foreign entity) (A) the sole general partner (or functional equivalent thereof) or the managing general partner of which is such Person or Subsidiary of such Person or (B) the only general partners (or functional equivalents thereof) of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

(xx) "*Substitute Award*" has the meaning given such term in paragraph 5(e).

3. *Effective Date; Duration*. The Plan shall be effective as of the Effective Date. The expiration date of the Plan, on and after which date no Awards may be granted hereunder, shall be the tenth ($10^{th}$) anniversary of the Effective Date; *provided*, *however*, that such expiration shall not affect Awards then outstanding, and the terms and conditions of the Plan shall continue to apply to such Awards.

4. *Administration*.

(a) The Committee shall administer the Plan. To the extent required to comply with the applicable provisions of Rule 16b-3 promulgated under the Exchange Act (if the Board is not acting as the Committee under the Plan), it is intended that each member of the Committee shall, at the time he or she takes any action with respect to an Award under the Plan, be an Eligible Director. However, the fact that a Committee member shall fail to qualify as an Eligible Director shall not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

(b) Subject to the provisions of the Plan and applicable law, the Committee shall have the sole and plenary authority, in addition to other express powers and authorizations conferred on the Committee by the Plan or by the Board, to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of Common Shares to be covered by, or with respect to which payments, rights, or other matters are to be calculated in connection with, Awards; (iv) determine the form of Award agreement and the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Common Shares, other securities, other Awards or other property, or canceled, forfeited, or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited, or suspended; (vi) determine whether, to what extent, and under what circumstances the delivery of cash, Common Shares, other securities, other Awards or other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the Participant or of the Committee; (vii) interpret, administer, reconcile any inconsistency in, correct any defect in and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; (viii) establish, amend, suspend, or waive any rules and regulations and appoint such agents as the Committee shall deem appropriate for the proper administration of the Plan including rules related to insider trading restrictions; (ix) accelerate the vesting or exercisability of, payment for or lapse of restrictions on, Awards, including, but not limited to, upon a Qualifying Termination; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

(c) The Committee may delegate to one or more officers of the Company the authority to act on behalf of the Committee with respect to any matter, right, obligation, or election that is the responsibility of or that is allocated to the Committee herein, and that may be so delegated as a matter of law, except for grants of Awards to persons subject to Section 16 of the Exchange Act.

(d) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award or any documents evidencing Awards granted pursuant to the Plan shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all persons or entities, including, without limitation, the Company, any Affiliate, any Participant, any holder or beneficiary of any Award, and any shareholder of the Company.

(e) To the maximum extent permitted by applicable law, no member of the Board, the Committee, delegate of the Committee or any employee or agent of the Company (each such person, an "*Indemnifiable Person*") shall be liable for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award hereunder. To the maximum extent permitted by applicable law, each Indemnifiable Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense (including attorneys' fees) that may be imposed upon or incurred by such Indemnifiable Person in connection with or resulting from any action, suit or proceeding to which such Indemnifiable Person may be a party or in which such Indemnifiable Person may be involved by reason of any action taken or omitted to be taken under the Plan or any Award agreement and against and from any and all amounts paid by such Indemnifiable Person with the Company's approval, in settlement thereof, or paid by such Indemnifiable Person in satisfaction of any judgment in any such action, suit or proceeding against such Indemnifiable Person, *provided* that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to an Indemnifiable Person to the extent that a final judgment or other final adjudication (in either case not subject to further appeal) binding upon such Indemnifiable Person determines that the acts or omissions of such Indemnifiable Person giving rise to the indemnification claim resulted from such Indemnifiable Person's bad faith, fraud or willful criminal act or omission or that such right of indemnification is otherwise prohibited by law or by the Company's Articles of Incorporation or Bylaws. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such Indemnifiable Persons may be entitled under the Company's Articles of Incorporation or Bylaws, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such Indemnifiable Persons or hold them harmless.

(f) Notwithstanding anything to the contrary contained in the Plan, the Board may, in its sole discretion, at any time and from time to time, grant Awards and administer the Plan with respect to such Awards other than as may be prohibited by applicable securities laws (including, without limitation, Rule 16b-3 promulgated under the Exchange Act). Provided that such authority is not prohibited by applicable securities laws, the Board shall have all the authority granted to the Committee under the Plan.

5. _Grant of Awards; Shares Subject to the Plan; Limitations_.

(a) The Committee may, from time to time, grant Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Stock Bonus Awards and/or Performance Compensation Awards to one or more Eligible Persons.

(b) Subject to Section 12 of the Plan, the Committee is authorized to deliver under the Plan an initial amount equal to the aggregate of 12,991,077 Common Shares (the "***Share Pool***"), all of which may be issued through the exercise of Incentive Stock Options granted under the Plan. The Share Pool shall be reduced by the sum of the aggregate number of Common Shares which become subject to Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Stock Bonus Awards and/or Performance Compensation Awards, other than Substitute Awards.

(c) In the event that (i) any Option or other Award granted hereunder is exercised through the tendering of Common Shares (either actually or by attestation) or by the withholding of Common Shares by the Company, or (ii) tax or deduction liabilities arising from such Option or other Award are satisfied by the tendering of Common Shares (either actually or by attestation) or by the withholding of Common Shares by the Company, then in each such case the Common Shares so tendered or withheld shall not count against the Common Shares available for grant from the Share Pool. Shares underlying Awards under this Plan that are forfeited, cancelled, expire unexercised, or are settled in cash are available again for Awards from the Share Pool. Notwithstanding the provisions of this paragraph 5(c), any such reverted Common Shares shall not be subsequently issued pursuant to the exercise of Incentive Stock Options.

(d) Common Shares delivered by the Company in settlement of Awards may be authorized and unissued shares, shares held in the treasury of the Company, shares purchased on the open market or by private purchase, or a combination of the foregoing.

(e) Awards may, in the sole discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by an entity acquired by the Company or with which the Company combines ("_Substitute Awards_"). The number of Common Shares underlying any Substitute Awards shall not be counted against the Share Pool, except as required by reason of Section 422 and related provisions of the Code.

(f) In any fiscal year of the Company during any part of which this Plan is in effect, no Participant who is an Eligible Person solely by reason of being a non-employee director of the Company or an Affiliate may be awarded cash compensation and Awards that have a fair value that exceeds $750,000 in the aggregate (with the "fair value" of Awards issued under the Plan, determined as of their Dates of Grant in accordance with FASB ASC Topic 718 (or other applicable accounting guidance)).

6. _Eligibility_. Participation shall be limited to Eligible Persons who have received written notification from the Committee, or from a person designated by the Committee, that they have been selected to participate in the Plan and who have accepted (or, if required by the Committee, entered into) an Award agreement.

7. _Options_.

(a) _Generally_. Each Option granted under the Plan shall be evidenced by an Award agreement (whether in paper or electronic medium (including email or the posting on a web site maintained by the Company or a third party under contract with the Company)). Each Option so granted shall be subject to the conditions set forth in this Section 7, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award agreement. All Options granted under the Plan shall be Nonqualified Stock Options unless the applicable Award agreement expressly states that the Option is intended to be an Incentive Stock Option and such Incentive Stock Option so qualifies as an Incentive Stock Option. Incentive Stock Options shall be granted only to Eligible Persons who are employees of the Company and Affiliates that constitutes a "parent" or "subsidiary corporation" within the meaning of Section 424 of the Code, and no Incentive Stock Option shall be granted to any Eligible Person who is ineligible to receive an Incentive Stock Option under the Code. No Option shall be treated as an Incentive Stock Option unless the Plan has been approved by the shareholders of the Company in a manner intended to comply with the shareholder approval requirements of Section 422(b)(1) of the Code; *provided* that any Option intended to be an Incentive Stock Option shall not fail to be effective solely on account of a failure to obtain such approval, but rather such Option shall be treated as a Nonqualified Stock Option unless and until such approval is obtained. In the case of an Incentive Stock Option, the terms and conditions of such grant shall be subject to and comply with such rules as may be prescribed by Section 422 of the Code. If for any reason an Option intended to be an Incentive Stock Option (or any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such non-qualification, such Option or portion thereof shall be regarded as a Nonqualified Stock Option appropriately granted under the Plan.

(b) _Exercise Price_. Except with respect to Substitute Awards, the exercise price ("_Exercise Price_") per Common Share for each Option shall not be less than 100% of the Fair Market Value of such share determined as of the Date of Grant; *provided*, *however*, that in the case of an Incentive Stock Option granted to an employee who, at the time of the grant of such Option, owns shares representing more than 10% of the total combined voting power of all classes of shares of the Company or any related corporation (as determined in accordance with Treasury Regulation Section 1.422-2(f)), the Exercise Price per share shall not be less than one hundred ten percent (110%) of the Fair Market Value per share on the Date of Grant; *provided further*, that, notwithstanding any provision herein to the contrary, the Exercise Price shall not be less than the par value per Common Share.

(c) _Vesting and Expiration_. Options shall vest and become exercisable in such manner and on such date or dates determined by the Committee and shall expire after such period, not to exceed ten (10) years, as may be determined by the Committee (the "_Option Period_"); *provided*, *however*, that the Option Period shall not exceed five (5) years from the Date of Grant in the case of an Incentive Stock Option granted to a Participant who on the Date of Grant owns shares representing more than ten percent (10%) of the total combined voting power of all classes of shares of the Company or any related corporation (as determined in accordance with Treasury Regulation Section 1.422-2(f)); *provided further*, that notwithstanding any vesting dates set forth in the Award agreement, the Committee may, in its sole discretion, accelerate the exercisability of any Option, which acceleration shall not affect the terms and conditions of such Option other than with respect to exercisability. Unless otherwise provided by the Committee in an Award agreement: (i) the unvested portion of an Option shall expire upon termination of employment or service of the Participant granted the Option, and the vested portion of such Option shall remain exercisable for (A) one (1) year following termination of employment or service by reason of such Participant's death or Disability (as determined by the Committee), but not later than the expiration of the Option Period or (B) three (3) months following termination of employment or service for any reason other than such Participant's death or Disability, and other than such Participant's termination of employment or service for Cause, but not later than the expiration of the Option Period; and (ii) both the unvested and the vested portion of an Option shall expire upon the termination of the Participant's employment or service by the Company for Cause. If the Option would expire at a time when the exercise of the Option would violate applicable securities laws, the expiration date applicable to the Option will be automatically extended to a date that is thirty (30) calendar days following the date such exercise would no longer violate applicable securities laws (so long as such extension shall not violate Section 409A of the Code); *provided*, that in no event shall such expiration date be extended beyond the expiration of the Option Period.

(d) _Method of Exercise and Form of Payment_. No Common Shares shall be delivered pursuant to any exercise of an Option until payment in full of the Exercise Price therefor is received by the Company and the Participant has paid to the Company an amount equal to any taxes required to be withheld or paid. Options that have become exercisable may be exercised by delivery of written or electronic notice of exercise to the Company in accordance with the terms of the Option accompanied by payment of the Exercise Price. The Exercise Price shall be payable (i) in cash, check, cash equivalent and/or Common Shares valued at the fair market value at the time the Option is exercised (including, pursuant to procedures approved by the Committee, by means of attestation of ownership of a sufficient number of Common Shares in lieu of actual delivery of such shares to the Company); *provided* that such Common Shares are not subject to any pledge or other security interest and are Mature Shares; and (ii) by such other method as the Committee may permit in accordance with applicable law, in its sole discretion, on a case by case basis, including without limitation: (A) in other property having a fair market value on the date of exercise equal to the Exercise Price; (B) if there is a public market for the Common Shares at such time, by means of a broker-assisted "cashless exercise" pursuant to which the Company is delivered a copy of irrevocable instructions to a stockbroker to sell the Common Shares otherwise deliverable upon the exercise of the Option and to deliver promptly to the Company an amount equal to the Exercise Price; or (C) by a "net exercise" method whereby the Company withholds from the delivery of the Common Shares for which the Option was exercised that number of Common Shares having a fair market value equal to the aggregate Exercise Price for the Common Shares for which the Option was exercised. No fractional Common Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Common Shares, or whether such fractional Common Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(e) _Notification upon Disqualifying Disposition of an Incentive Stock Option_. Each Participant awarded an Incentive Stock Option under the Plan shall notify the Company in writing immediately after the date he or she makes a disqualifying disposition of any Common Shares acquired pursuant to the exercise of such Incentive Stock Option. A disqualifying disposition is any disposition (including, without limitation, any sale) of such Common Shares before the later of (i) two (2) years after the Date of Grant of the Incentive Stock Option or (ii) one (1) year after the date of exercise of the Incentive Stock Option. The Company may, if determined by the Committee and in accordance with procedures established by the Committee, retain possession of any Common Shares acquired pursuant to the exercise of an Incentive Stock Option as agent for the applicable Participant until the end of the period described in the preceding sentence.

(f) _Compliance with Laws, etc_. Notwithstanding the foregoing, in no event shall a Participant be permitted to exercise an Option in a manner that the Committee determines would violate the Sarbanes-Oxley Act of 2002, if applicable, or any other applicable law or the applicable rules and regulations of the Securities and Exchange Commission or the applicable rules and regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or traded.

8. _Stock Appreciation Rights_.

(a) _Generally_. Each SAR granted under the Plan shall be evidenced by an Award agreement (whether in paper or electronic medium (including email or the posting on a web site maintained by the Company or a third party under contract with the Company)). Each SAR so granted shall be subject to the conditions set forth in this Section 8, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award agreement.

(b) _Strike Price_. Except with respect to Substitute Awards, the strike price ("_Strike Price_") per Common Share for each SAR shall not be less than one hundred percent (100%) of the Fair Market Value of such share determined as of the Date of Grant.

(c) _Vesting and Expiration_. A SAR shall vest and become exercisable and shall expire in such manner and on such date or dates determined by the Committee and shall expire after such period, not to exceed ten (10) years, as may be determined by the Committee (the "_SAR Period_"); _provided_, _however_, that notwithstanding any vesting dates set by the Committee, the Committee may, in its sole discretion, accelerate the exercisability of any SAR, which acceleration shall not affect the terms and conditions of such SAR other than with respect to exercisability. Unless otherwise provided by the Committee in an Award agreement: (i) the unvested portion of a SAR shall expire upon termination of employment or service of the Participant granted the SAR, and the vested portion of such SAR shall remain exercisable for (A) one (1) year following termination of employment or service by reason of such Participant's death or Disability (as determined by the Committee), but not later than the expiration of the SAR Period or (B) three (3) months following termination of employment or service for any reason other than such Participant's death or Disability, and other than such Participant's termination of employment or service for Cause, but not later than the expiration of the SAR Period; and (ii) both the unvested and the vested portion of a SAR shall expire upon the termination of the Participant's employment or service by the Company for Cause. If the SAR would expire at a time when the exercise of the SAR would violate applicable securities laws, the expiration date applicable to the SAR will be automatically extended to a date that is thirty (30) calendar days following the date such exercise would no longer violate applicable securities laws (so long as such extension shall not violate Section 409A of the Code); _provided_, that in no event shall such expiration date be extended beyond the expiration of the SAR Period.

(d) *Method of Exercise*. SARs that have become exercisable may be exercised by delivery of written or electronic notice of exercise to the Company in accordance with the terms of the Award, specifying the number of SARs to be exercised and the date on which such SARs were awarded.

(e) *Payment*. Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of shares subject to the SAR that are being exercised multiplied by the excess, if any, of the Fair Market Value of one Common Share on the exercise date over the Strike Price, less an amount equal to any taxes required to be withheld or paid. The Company shall pay such amount in cash, in Common Shares valued at Fair Market Value, or any combination thereof, as determined by the Committee and set forth in the Award agreement. No fractional Common Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Common Shares, or whether such fractional Common Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

9. *Restricted Stock and Restricted Stock Units*.

(a) *Generally*. Each grant of Restricted Stock and Restricted Stock Units shall be evidenced by an Award agreement (whether in paper or electronic medium (including email or the posting on a web site maintained by the Company or a third party under contract with the Company)). Each such grant shall be subject to the conditions set forth in this Section 9, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award agreement.

(b) *Restricted Accounts; Escrow or Similar Arrangement*. Upon the grant of Restricted Stock, a book entry in a restricted account shall be established in the Participant's name at the Company's transfer agent and, if the Committee determines that the Restricted Stock shall be held by the Company or in escrow rather than held in such restricted account pending the release of the applicable restrictions, the Committee may require the Participant to additionally execute and deliver to the Company (i) an escrow agreement satisfactory to the Committee, if applicable, and (ii) the appropriate share power (endorsed in blank) with respect to the Restricted Stock covered by such agreement. If a Participant shall fail to execute an agreement evidencing an Award of Restricted Stock and, if applicable, an escrow agreement and blank share power within the amount of time specified by the Committee, the Award shall be null and void. Subject to the restrictions set forth in this Section 9 and the applicable Award agreement, the Participant generally shall have the rights and privileges of a shareholder as to such Restricted Stock, including without limitation the right to vote such Restricted Stock and the right to receive dividends, if applicable; provided, however, that any dividends with respect to the Restricted Stock shall be withheld by the Company for the Participant's account, and interest may be credited on the amount of the dividends withheld at a rate and subject to such terms as determined by the Committee. The dividends so withheld and attributable to any particular share of Restricted Stock (and earnings thereon, if applicable) shall be distributed to the Participant in cash or, at the discretion of the Committee and as set forth in the Award agreement, in shares of Common Stock having a Fair Market Value equal to the amount of such dividends, if applicable, upon the release of restrictions on such share and, if such share is forfeited, the Participant shall have no right to such dividends. To the extent shares of Restricted Stock are forfeited, any share certificates issued to the Participant evidencing such shares shall be returned to the Company, and all rights of the Participant to such shares and as a shareholder with respect thereto shall terminate without further obligation on the part of the Company.

(c) *Vesting; Acceleration of Lapse of Restrictions*. Unless otherwise provided by the Committee in an Award agreement, the unvested portion of Restricted Stock and Restricted Stock Units shall terminate and be forfeited upon termination of employment or service of the Participant granted the applicable Award.

(d) *Delivery of Restricted Stock and Settlement of Restricted Stock Units*.

(i) Upon the expiration of the Restricted Period with respect to any shares of Restricted Stock, the restrictions set forth in the applicable Award agreement shall be of no further force or effect with respect to such shares, except as set forth in the applicable Award agreement. If an escrow arrangement is used, upon such expiration, the Company shall deliver to the Participant, or his or her beneficiary, without charge, the share certificate evidencing the shares of Restricted Stock that have not then been forfeited and with respect to which the Restricted Period has expired (rounded down to the nearest full share). Dividends, if any, that may have been withheld by the Committee and attributable to any particular share of Restricted Stock shall be distributed to the Participant in cash or, at the sole discretion of the Committee as specified in the Award agreement, in Common Shares having a Fair Market Value equal to the amount of such dividends, upon the release of restrictions on such share. If such share is forfeited, the Participant shall have no right to such dividends.

(ii) Unless otherwise provided by the Committee in an Award agreement, upon the expiration of the Restricted Period with respect to any outstanding Restricted Stock Units, the Company shall deliver to the Participant, or his or her beneficiary, without charge, one (1) Common Share for each such outstanding Restricted Stock Unit; *provided*, *however*, that the Committee may, in its sole discretion, elect to (A) pay cash or part cash and part Common Shares in lieu of delivering only Common Shares in respect of such Restricted Stock Units, as specified in the Award agreement, or (B) defer the delivery of Common Shares (or cash or part cash and part Common Shares, as the case may be) beyond the expiration of the Restricted Period if such delivery would result in a violation of applicable law until such time as is no longer the case. If a cash payment is made in lieu of delivering Common Shares, the amount of such payment shall be equal to the Fair Market Value of the Common Shares as of the date on which the Restricted Period lapsed with respect to such Restricted Stock Units, less an amount equal to any taxes required to be withheld or paid. The Award agreement with respect to a Restricted Stock Unit Award may specify that the Participant shall be eligible to receive dividend equivalents; provided, however, that any dividend equivalents with respect to the Restricted Stock Units shall be withheld by the Company for the Participant's account, and interest may be credited on the amount of the dividend equivalents withheld at a rate and subject to such terms as determined by the Committee. The dividend equivalents so withheld and attributable to any particular Restricted Stock Unit (and earnings thereon, if applicable) shall be distributed to the Participant in cash or, at the discretion of the Committee and as set forth in the Award agreement, in shares of Common Stock having a Fair Market Value equal to the amount of such dividend equivalents, if applicable, upon the settlement of the underlying Restricted Stock Units and, if such Restricted Stock Unit is forfeited, the Participant shall have no right to such dividend equivalents.

10. *Stock Bonus Awards*. The Committee may issue unrestricted Common Shares, or other Awards denominated in Common Shares, under the Plan to Eligible Persons, either alone or in tandem with other Awards, in such amounts as the Committee shall from time to time in its sole discretion determine. Each Stock Bonus Award granted under the Plan shall be evidenced by an Award agreement (whether in paper or electronic medium (including email or the posting on a web site maintained by the Company or a third party under contract with the Company)). Each Stock Bonus Award so granted shall be subject to such conditions not inconsistent with the Plan as may be reflected in the applicable Award agreement.

11. *Performance Compensation Awards*.

(a) *Generally*. The Committee shall have the authority, at the time of grant of any Award described in Sections 7 through 10 of the Plan, to designate such Award as a Performance Compensation Award. The Committee shall have the authority to make an award of a cash bonus to any Participant and designate such Award as a Performance Compensation Award. Unless otherwise determined by the Committee, all Performance Compensation Awards shall be evidenced by an Award agreement.

(b) *Discretion of Committee with Respect to Performance Compensation Awards*. The Committee shall have the discretion to establish the terms, conditions and restrictions of any Performance Compensation Award. With regard to a particular Performance Period, the Committee shall have sole discretion to select the length of such Performance Period, the type(s) of Performance Compensation Awards to be issued, the Performance Criteria that will be used to establish the Performance Goal (s), the kind(s) and/or level(s) of the Performance Goals(s) that is (are) to apply, and the Performance Formula.

(c) *Performance Criteria*. The Committee may establish Performance Criteria that will be used to establish the Performance Goal(s) for Performance Compensation Awards which may be based on the attainment of specific levels of performance of the Company (and/or one or more Affiliates, divisions, business segments or operational units, or any combination of the foregoing) and may include, without limitation, any of the following: (i) net earnings or net income (before or after taxes); (ii) basic or diluted earnings per share (before or after taxes); (iii) revenue or revenue growth (measured on a net or gross basis); (iv) gross profit or gross profit growth; (v) operating profit (before or after taxes); (vi) return measures (including, but not limited to, return on assets, capital, invested capital, equity, or sales); (vii) cash flow (including, but not limited to, operating cash flow, free cash flow, net cash provided by operations and cash flow return on capital); (viii) financing and other capital raising transactions (including, but not limited to, sales of the Company's equity or debt securities); (ix) earnings before or after taxes, interest, depreciation and/or amortization; (x) gross or operating margins; (xi) productivity ratios; (xii) share price (including, but not limited to, growth measures and total shareholder return); (xiii) expense targets; (xiv) margins; (xv) productivity and operating efficiencies; (xvi) customer satisfaction; (xvii) customer growth; (xviii) working capital targets; (xix) measures of economic value added; (xx) inventory control; (xxi) enterprise value; (xxii) sales; (xxiii) debt levels and net debt; (xxiv) combined ratio; (xxv) timely launch of new facilities; (xxvi) client or customer retention; (xxvii) employee retention; (xxviii) timely completion of new product rollouts; (xxix) cost targets; (xxx) reductions and savings; (xxxi) productivity and efficiencies; (xxxii) strategic partnerships or transactions; (xxxiii) personal targets, goals or completion of projects and (xxxiv) any other goal selected by the Committee, whether or not listed herein. Any one or more of the Performance Criteria may be used on an absolute or relative basis to measure the performance of the Company and/or one or more Affiliates as a whole or any business unit(s) of the Company and/or one or more Affiliates or any combination thereof, as the Committee may deem appropriate, or any of the above Performance Criteria may be compared to the performance of a selected group of comparison or peer companies, or a published or special index that the Committee, in its sole discretion, deems appropriate, or as compared to various stock market indices. The Committee also has the authority to provide for accelerated vesting of any Award based on the achievement of Performance Goals pursuant to the Performance Criteria specified in this paragraph. Any Performance Criteria that are financial metrics, may be determined in accordance with United States Generally Accepted Accounting Principles ("*GAAP*") or may be adjusted when established to include or exclude any items otherwise includable or excludable under GAAP.

(d) *Modification of Performance Goal(s)*. The Committee is authorized at any time to adjust or modify the calculation of a Performance Goal for such Performance Period, based on and in order to appropriately reflect any specified circumstance or event that occurs during a Performance Period, including but not limited to the following: (i) asset write-downs; (ii) litigation or claim judgments or settlements; (iii) the effect of changes in tax laws, accounting principles, or other laws or regulatory rules affecting reported results; (iv) any reorganization and restructuring programs; (v) unusual and/or infrequently occurring items as described in Accounting Principles Board Opinion No. 30 (or any successor pronouncement thereto) and/or in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report to shareholders for the applicable year; (vi) acquisitions or divestitures; (vii) discontinued operations; (viii) any other specific unusual or infrequently occurring or non-recurring events, or objectively determinable category thereof; (ix) foreign exchange gains and losses; and (x) a change in the Company's fiscal year.

(e) *Terms and Condition to Receipt of Payment*. Unless otherwise provided in the applicable Award agreement, a Participant must remain continuously employed by or in service with the Company through the last day of a Performance Period to be eligible for payment in respect of a Performance Compensation Award for such Performance Period. Unless otherwise determined by the Committee or as set forth in the Award agreement, Participant shall be eligible to receive payment in respect of a Performance Compensation Award only to the extent that: (A) the Performance Goals for such period are achieved; and (B) all or some portion of such Participant's Performance Compensation Award has been earned for the Performance Period based on the application of the Performance Formula to such achieved Performance Goals. Following the completion of a Performance Period, the Committee shall determine whether, and to what extent, the Performance Goals for the Performance Period have been achieved and, if so, calculate the amount of the Performance Compensation Awards earned for the period based upon the Performance Formula. The Committee shall then determine the amount of each Participant's Performance Compensation Award actually payable for the Performance Period.

(f) *Timing of Award Payments*. Except as provided in an Award agreement, Performance Compensation Awards granted for a Performance Period shall be paid to Participants as soon as administratively practicable following the Committee's determination in accordance with paragraph 11(e).

12. *<u>Changes in Capital Structure and Similar Events</u>*. In the event of (a) any dividend (other than ordinary cash dividends) or other distribution (whether in the form of cash, Common Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, amalgamation, consolidation, spin-off, split-up, split-off, combination, repurchase or exchange of Common Shares or other securities of the Company, issuance of warrants or other rights to acquire Common Shares or other securities of the Company, or other similar corporate transaction or event (including, without limitation, a Change in Control) that affects the Common Shares, or (b) unusual or infrequently occurring events (including, without limitation, a Change in Control) affecting the Company, any Affiliate, or the financial statements of the Company or any Affiliate, or changes in applicable rules, rulings, regulations or other requirements of any governmental body or securities exchange or inter-dealer quotation system, accounting principles or law, such that in either case an adjustment is determined by the Committee in its sole discretion to be necessary or appropriate to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall make any such adjustments in such manner as it may deem equitable, including without limitation any or all of the following:

(i) adjusting any or all of (A) the number of Common Shares or other securities of the Company (or number and kind of other securities or other property) that may be delivered in respect of Awards or with respect to which Awards may be granted under the Plan (including, without limitation, adjusting any or all of the limitations under Section 5 of the Plan) and (B) the terms of any outstanding Award, including, without limitation, (1) the number of Common Shares or other securities of the Company (or number and kind of other securities or other property) subject to outstanding Awards or to which outstanding Awards relate, (2) the Exercise Price or Strike Price with respect to any Award or (3) any applicable performance measures (including, without limitation, Performance Criteria and Performance Goals);

(ii) providing for a substitution or assumption of Awards in a manner that substantially preserves the applicable terms of such Awards;

(iii) accelerating the exercisability or vesting of, lapse of restrictions on, or termination of, Awards or providing for a period of time for exercise prior to the occurrence of such event;

(iv) modifying the terms of Awards to add events, conditions or circumstances (including termination of employment within a specified period after a Change in Control) upon which the exercisability or vesting of or lapse of restrictions thereon will accelerate;

(v) deeming any performance measures (including, without limitation, Performance Criteria and Performance Goals) satisfied at target, maximum or actual performance through closing or such other level determined by the Committee in its sole discretion, or providing for the performance measures to continue (as is or as adjusted by the Committee) after closing;

(vi) providing that for a period prior to the Change in Control determined by the Committee in its sole discretion, any Options or SARs that would not otherwise become exercisable prior to the Change in Control will be exercisable as to all Common Shares subject thereto (but any such exercise will be contingent upon and subject to the occurrence of the Change in Control and if the Change in Control does not take place after giving such notice for any reason whatsoever, the exercise will be null and void) and that any Options or SARs not exercised prior to the consummation of the Change in Control will terminate and be of no further force and effect as of the consummation of the Change in Control; and

(vii) canceling any one or more outstanding Awards and causing to be paid to the holders thereof, in cash, Common Shares, other securities or other property, or any combination thereof, the value of such Awards, if any, as determined by the Committee (which if applicable may be based upon the price per Common Share received or to be received by other shareholders of the Company in such event), including without limitation, in the case of an outstanding Option or SAR, a cash payment in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Common Shares subject to such Option or SAR over the aggregate Exercise Price or Strike Price of such Option or SAR, respectively (it being understood that, in such event, any Option or SAR having a per share Exercise Price or Strike Price equal to, or in excess of, the Fair Market Value of a Common Share subject thereto may be canceled and terminated without any payment or consideration therefor); *provided*, *however*, that in the case of any “equity restructuring” (within the meaning of the Financial Accounting Standards Board Accounting Standards Codification Topic 718), the Committee shall make an equitable or proportionate adjustment to outstanding Awards to reflect such equity restructuring. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

13. *Amendments and Termination*.

(a) *Amendment and Termination of the Plan*. The Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time; *provided* that (i) no amendment to paragraph 13(b) (to the extent required by the proviso in such paragraph 13(b)) shall be made without shareholder approval and (ii) no such amendment, alteration, suspension, discontinuation or termination shall be made without shareholder approval if such approval is necessary to comply with any tax or regulatory requirement applicable to the Plan (including, without limitation, as necessary to comply with any rules or requirements of any securities exchange or inter-dealer quotation system on which the Common Shares may be listed or quoted); *provided*, *further*, that any such amendment, alteration, suspension, discontinuance or termination that would materially and adversely affect the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary.

(b) *Amendment of Award Agreements*. The Committee may, to the extent consistent with the terms of any applicable Award agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted or the associated Award agreement, prospectively or retroactively; *provided* that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant; *provided*, *further*, that without shareholder approval, except as otherwise permitted under Section 12 of the Plan, (i) no amendment or modification may reduce the Exercise Price of any Option or the Strike Price of any SAR; (ii) the Committee may not cancel any outstanding Option or SAR where the Fair Market Value of the Common Shares underlying such Option or SAR is less than its Exercise Price or Strike Price and replace it with a new Option or SAR, another Award or cash; and (iii) the Committee may not take any other action that is considered a "repricing" for purposes of the shareholder approval rules of the applicable securities exchange or inter-dealer quotation system on which the Common Shares are listed or quoted.

14. *General*.

(a) *Nontransferability*.

(i) Each Award shall be exercisable only by a Participant during the Participant's lifetime, or, if permissible under applicable law, by the Participant's legal guardian or representative. No Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or an Affiliate; *provided* that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

(ii) Notwithstanding the foregoing, the Committee may, in its sole discretion, permit Awards (other than Incentive Stock Options) to be transferred by a Participant, without consideration, subject to such rules as the Committee may adopt consistent with any applicable Award agreement to preserve the purposes of the Plan, to: (A) any person who is a "family member" of the Participant, as such term is used in the instructions to Form S-8 under the Securities Act (collectively, the "*Immediate Family Members*"); (B) a trust solely for the benefit of the Participant and his or her Immediate Family Members; (C) a partnership or limited liability company whose only partners or shareholders are the Participant and his or her Immediate Family Members; or (D) any other transferee as may be approved either (1) by the Board or the Committee in its sole discretion, or (2) as provided in the applicable Award agreement (each transferee described in clauses (A), (B), (C) and (D) above is hereinafter referred to as a "*Permitted Transferee*"); *provided* that the Participant gives the Committee advance written notice describing the terms and conditions of the proposed transfer and the Committee notifies the Participant in writing that such a transfer would comply with the requirements of the Plan.

(iii) The terms of any Award transferred in accordance with the immediately preceding sentence shall apply to the Permitted Transferee and any reference in the Plan, or in any applicable Award agreement, to a Participant shall be deemed to refer to the Permitted Transferee, except that (A) Permitted Transferees shall not be entitled to transfer any Award, other than by will or the laws of descent and distribution; (B) Permitted Transferees shall not be entitled to exercise any transferred Option or SAR unless there shall be in effect a registration statement on an appropriate form covering the Common Shares to be acquired pursuant to the exercise of such Option or SAR if the Committee determines, consistent with any applicable Award agreement, that such a registration statement is necessary or appropriate; (C) the Committee or the Company shall not be required to provide any notice to a Permitted Transferee, whether or not such notice is or would otherwise have been required to be given to the Participant under the Plan or otherwise; and (D) the consequences of the termination of the Participant's employment by, or services to, the Company or an Affiliate under the terms of the Plan and the applicable Award agreement shall continue to be applied with respect to the Participant, including, without limitation, that an Option or SAR shall be exercisable by the Permitted Transferee only to the extent, and for the periods, specified in the Plan and the applicable Award agreement.

(b) *Tax Withholding and Deductions*.

(i) A Participant shall be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to deduct and withhold, from any cash, Common Shares, other securities or other property deliverable under any Award or from any compensation or other amounts owing to a Participant, the amount (in cash, Common Shares, other securities or other property) of any required taxes (up to the maximum statutory rate under applicable law as in effect from time to time as determined by the Committee) and deduction in respect of an Award, its grant, vesting or exercise, or any payment or transfer under an Award or under the Plan, and to take such other action as may be necessary in the opinion of the Committee or the Company to satisfy all obligations for the payment of such taxes.

(ii) Without limiting the generality of clause (i) above, the Committee may, in its sole discretion, determined on a case-by-case basis, permit a Participant to satisfy, in whole or in part, the foregoing tax and deduction liability by (A) the delivery of Common Shares (which are not subject to any pledge or other security interest and are Mature Shares, except as otherwise determined by the Committee) owned by the Participant having a fair market value equal to such liability or (B) having the Company withhold from the number of Common Shares otherwise issuable or deliverable pursuant to the exercise or settlement of the Award a number of shares with a fair market value equal to such liability.

(c) *No Claim to Awards; No Rights to Continued Employment; Waiver*. No employee of the Company or an Affiliate, or other person, shall have any claim or right to be granted an Award under the Plan or, having been selected for the grant of an Award, to be selected for a grant of any other Award. There is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant and may be made selectively among Participants, whether or not such Participants are similarly situated. Neither the Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ or service of the Company or an Affiliate, nor shall it be construed as giving any Participant any rights to continued service on the Board. The Company or any of its Affiliates may at any time dismiss a Participant from employment or discontinue any consulting relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or any Award agreement. By accepting an Award under the Plan, a Participant shall thereby be deemed to have waived any claim to continued exercise or vesting of an Award or to damages or severance entitlement related to non-continuation of the Award beyond the period provided under the Plan or any Award agreement, notwithstanding any provision to the contrary in any written employment contract or other agreement between the Company and its Affiliates and the Participant, whether any such agreement is executed before, on or after the Date of Grant.

(d) *Addenda*. The Committee may adopt such addenda to the Plan as it may consider necessary or appropriate for the purpose of granting Awards, which Awards may contain such terms and conditions as the Committee deems necessary or appropriate to accommodate differences in local law, tax policy or custom, which may deviate from the terms and conditions set forth in this Plan. The terms of any such addenda shall supersede the terms of the Plan to the extent necessary to accommodate such differences but shall not otherwise affect the terms of the Plan as in effect for any other purpose. With respect to Participants who reside or work outside of the United States of America, the Committee may in its sole discretion amend the terms of the Plan or outstanding Awards with respect to such Participants in order to conform such terms with the requirements of local law or to obtain more favorable tax or other treatment for a Participant, the Company or its Affiliates.

(e) *Designation and Change of Beneficiary*. Each Participant may file with the Committee (or its designee) a written designation of one or more persons as the beneficiary(ies) who shall be entitled to receive the amounts payable with respect to an Award, if any, due under the Plan upon his or her death. A Participant may, from time to time, revoke or change his or her beneficiary designation without the consent of any prior beneficiary by filing a new designation with the Committee (or its designee). The last such designation received by the Committee (or its designee) shall be controlling; *provided*, *however*, that no designation, or change or revocation thereof, shall be effective unless received by the Committee (or its designee) prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by a Participant, the beneficiary shall be deemed to be his or her spouse or, if the Participant is unmarried at the time of death, his or her estate.

(f) *Termination of Employment/Service*. Unless determined otherwise by the Committee at any point following such event: (i) neither a temporary absence from employment or service due to illness, vacation or leave of absence, nor a transfer from employment or service with the Company to employment or service with an Affiliate (or vice-versa), shall be considered a termination of employment or service with the Company or an Affiliate; and (ii) if a Participant's employment with the Company and its Affiliates terminates, but such Participant continues to provide services to the Company and its Affiliates in a non-employee capacity (or vice-versa), such change in status shall not be considered a termination of employment with the Company or an Affiliate, provided that there is no break in such service.

(g) *No Rights as a Shareholder*. Except as otherwise specifically provided in the Plan or any Award agreement, no person shall be entitled to the privileges of ownership in respect of Common Shares or other securities that are subject to Awards hereunder until such shares have been issued or delivered to that person.

(h) *Government and Other Regulations*.

(i) The obligation of the Company to settle Awards in Common Shares or other consideration shall be subject to all applicable laws, rules, and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of any Award to the contrary, the Company shall be under no obligation to offer to sell or to sell, and shall be prohibited from offering to sell or selling, any Common Shares or other securities pursuant to an Award unless such shares have been properly registered for sale pursuant to the Securities Act with the Securities and Exchange Commission or unless the Company has received an opinion of counsel, satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under the Securities Act any of the Common Shares or other securities to be offered or sold under the Plan. The Committee shall have the authority to provide that all certificates for Common Shares or other securities of the Company or any Affiliate delivered under the Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, the applicable Award agreement, the federal securities laws, or the rules, regulations and other requirements of the Securities and Exchange Commission, any securities exchange or inter-dealer quotation system upon which such shares or other securities are then listed or quoted and any other applicable federal, state, local or non-U.S. laws, and, without limiting the generality of Section 9 of the Plan, the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions. Notwithstanding any provision in the Plan to the contrary, the Committee reserves the right to add any additional terms or provisions to any Award granted under the Plan that it, in its sole discretion, deems necessary or advisable in order for such Award to comply with the legal requirements of any governmental entity to whose jurisdiction the Award is subject.

(ii) The Committee may cancel an Award or any portion thereof if it determines, in its sole discretion, that legal or contractual restrictions and/or blockage and/or other market considerations would make the Company's acquisition of Common Shares from the public markets, the Company's issuance of Common Shares or other securities to the Participant, the Participant's acquisition of Common Shares or other securities from the Company and/or the Participant's sale of Common Shares to the public markets, illegal, impracticable or inadvisable. If the Committee determines to cancel all or any portion of an Award denominated in Common Shares in accordance with the foregoing, the Company shall pay to the Participant an amount equal to the excess of (A) the aggregate Fair Market Value of the Common Shares subject to such Award or portion thereof canceled (determined as of the earlier of (i) the applicable Award cancellation date, or (ii) the exercise date or the date that the shares would have been vested or delivered, as applicable), over (B) the aggregate Exercise Price or Strike Price (in the case of an Option or SAR, respectively) or any amount payable as a condition of delivery of Common Shares (in the case of any other Award). Such amount shall be delivered to the Participant as soon as practicable following the cancellation of such Award or portion thereof.

(i) *Payments to Persons Other Than Participants*. If the Committee shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs because of illness or accident, or is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a duly-appointed legal representative) may, if the Committee so directs the Company, be paid to his or her spouse, child, relative, an institution maintaining or having custody of such person, or any other person deemed by the Committee to be a proper recipient on behalf of such person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Committee and the Company therefor.

(j) *Nonexclusivity of the Plan*. Neither the adoption of this Plan by the Board nor the submission of this Plan to the shareholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of stock options or other equity-based awards otherwise than under this Plan, and such arrangements may be either applicable generally or only in specific cases.

(k) *No Trust or Fund Created*. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate, on the one hand, and a Participant or other person or entity, on the other hand. No provision of the Plan or any Award shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Company maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the Plan other than as unsecured general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other employees under general law.

(l) *Reliance on Reports*. Each member of the Committee and each member of the Board shall be fully justified in acting or failing to act, as the case may be, and shall not be liable for having so acted or failed to act in good faith, in reliance upon any report made by the independent public accountant of the Company and its Affiliates and/or any other information furnished in connection with the Plan by any agent of the Company or the Committee or the Board, other than himself or herself.

(m) *Relationship to Other Benefits*. No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance or other benefit plan of the Company except as otherwise specifically provided in such other plan.

(n) *Governing Law*. The Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the state and federal courts seated in Wilmington, Delaware (and any appellate courts thereof) in any action or proceeding arising out of or relating to this Plan, and each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in such courts, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in such court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such court, and (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereby knowingly, voluntarily and intentionally irrevocably waives the right to a trial by jury in respect to any litigation, dispute, claim, legal action or other legal proceeding based hereon, or arising out of, under, or in connection with, this Plan.

(o) *Severability*. If any provision of the Plan or any Award or Award agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or entity or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or deemed stricken as to such jurisdiction, person or entity or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(p) *Obligations Binding on Successors*. The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, amalgamation, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

(q) *Code Section 409A*.

(i) Notwithstanding any provision of this Plan to the contrary, all Awards made under this Plan are intended to be exempt from or, in the alternative, comply with Code Section 409A and the interpretive guidance thereunder, including the exceptions for stock rights and short-term deferrals. The Plan shall be construed and interpreted in accordance with such intent. Unless otherwise specifically provided in the Award agreement, each payment under an Award shall be treated as a separate payment for purposes of Code Section 409A.

(ii) If a Participant is a "specified employee" at the time of his or her "separation from service" (as each such term is defined for purposes of Code Section 409A), no amount that is nonqualified deferred compensation subject to Code Section 409A and that becomes payable by reason of such "separation from service" shall be paid to the Participant (or in the event of the Participant's death, the Participant's representative or estate) before the earlier of (A) the first business day after the date that is six (6) months following the date of the Participant's termination of service, and (B) within thirty (30) days following the date of the Participant's death. For purposes of determining the timing of any payment, references in the Plan and any Award agreement to "termination of employment," "termination of service" or similar terms shall mean a "separation from service" as defined for purposes of Code Section 409A. If any Award is or becomes subject to Code Section 409A and if payment of such Award would be accelerated or otherwise triggered under a Change in Control, then the definition of Change in Control shall be deemed modified, only to the extent necessary to avoid the imposition of an excise tax under Code Section 409A, to mean a "change in control event" as such term is defined for purposes of Code Section 409A.

(iii) Any adjustments made pursuant to Section 12 to Awards that are subject to Code Section 409A shall be made in compliance with the requirements of Code Section 409A, and any adjustments made pursuant to Section 12 to Awards that are not subject to Code Section 409A shall be made in such a manner as to ensure that after such adjustment, the Awards either (A) continue not to be subject to Code Section 409A, or (B) comply with the requirements of Code Section 409A.

(r) *Expenses; Gender; Titles and Headings*. The expenses of administering the Plan shall be borne by the Company and its Affiliates. Masculine pronouns and other words of masculine gender shall refer to both men and women. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings shall control.

(s) *Other Agreements*. Notwithstanding the above, the Committee may require, as a condition to the grant of and/or the receipt of Common Shares or other securities under an Award, that the Participant execute lock-up, shareholder or other agreements, as it may determine in its sole and absolute discretion.

(t) *Payments.* Participants shall be required to pay, to the extent required by applicable law, any amounts required to receive Common Shares or other securities under any Award made under the Plan.

(u) *Erroneously Awarded Compensation*. All Awards shall be subject (including on a retroactive basis) to (i) any clawback, forfeiture or similar incentive compensation recoupment policy established from time to time by the Company, including, without limitation, any such policy established to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act, (ii) applicable law (including, without limitation, Section 304 of the Sarbanes-Oxley Act and Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act), and/or (iii) the rules and regulations of the applicable securities exchange or inter-dealer quotation system on which the Common Shares or other securities are listed or quoted, and such requirements shall be deemed incorporated by reference into all outstanding Award agreements.

**ADDENDUM A**

**ONE NUCLEAR ENERGY INC. 2026 EQUITY AND INCENTIVE PLAN**
***CALIFORNIA PARTICIPANTS***

Prior to the date, if ever, on which the Common Shares of the Company become a listed security and/or the Company is subject to the reporting requirements of the Exchange Act, the terms of this Addendum shall apply to Awards issued to a Participant whose Award is issued in reliance on Section 25102(o) of the California Corporations Code (a "*California Participant*"). This Addendum is intended to satisfy the requirements of Section 25102(o) of the California Corporations Code and the regulations issued thereunder ("*Section 25102(o)*"). Definitions in the Plan and Award agreement are applicable to this Addendum.

1. In the event of termination of the Participant's employment or other service other than for Cause, Options that are exercisable on the date of termination may not terminate prior to the earlier to occur of the Option expiration date or thirty (30) days from termination (six (6) months, if termination is due to death or Disability).

2. Notwithstanding anything to the contrary in the Plan, no Option Award may be exercisable on or after the tenth ($10^{th}$) anniversary of the grant date and any Award agreement shall terminate on or before the tenth ($10^{th}$) anniversary of the grant date.

3. Options granted under the Plan shall be non-transferable other than by will, by the laws of descent and distribution, to a revocable trust or as permitted by Rule 701 of the Securities.

4. Notwithstanding anything to the contrary in the Plan dealing with capital adjustments, the Board shall in any event make such adjustments as may be required by Section 25102(o).

5. The Company shall furnish summary financial information (audited or unaudited) of the Company's financial condition and results of operations, consistent with the requirements of applicable laws, at least annually to each California Participant during the period such Participant has one or more Awards outstanding, and in the case of an individual who acquired shares of Common Stock pursuant to the Plan, during the period such Participant owns such shares of Common Stock; provided, however, the Company shall not be required to provide such information if (a) the issuance is limited to key persons whose duties in connection with the Company assure their access to equivalent information or (b) the Plan complies with all conditions of Rule 701 of the Securities Act; *provided* that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701.

6. The Plan must be approved by a majority of the outstanding securities entitled to vote by the later of (a) within 12 months before or after the date the Plan is adopted or (b) prior to or within 12 months of the granting of any Option or issuance of any security under the Plan in the State of California. Any Option granted to any person in the State of California that is exercised before security holder approval is obtained must be rescinded if security holder approval is not obtained in the manner described in the preceding sentence. Such securities shall not be counted in determining whether such approval is obtained. This provision shall not apply to a foreign private issuer, as defined by Rule 3b-4 of the Exchange Act, *provided* that the aggregate number of persons in the State of California granted options under all option plans and agreements and issued securities under all purchase and bonus plans and agreements does not exceed 35.

**Exhibit 10.5**

# ONE NUCLEAR ENERGY INC.
# 2026 EQUITY INCENTIVE PLAN

## INCENTIVE STOCK OPTION AGREEMENT

Dear [__________],

On [__________, 20__], the Compensation Committee of the Board of Directors (the “Committee”) approved a grant to you of an Incentive Stock Option (the “Option”) to purchase shares of common stock of ONE Nuclear Energy Inc. (the “Company”) pursuant to the 2026 Equity Incentive Plan (the “Plan”). The Option is intended to qualify as an “incentive stock option” under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”), to the maximum extent permitted by law.

You are granted an Option to purchase [__________] shares of Common Stock of the Company at an exercise price of $[_____] per share. The date of grant of this Option is [__________, 20__].

1. Vesting. This Option may be exercised only to the extent it is vested. Subject to you remaining in the employ of the Company on the applicable vesting dates below, this Option shall vest as follows:

[Describe vesting requirements].

Notwithstanding the foregoing, upon your death or Disability while employed by or providing services to the Company, the Option shall become fully vested and exercisable with respect to all shares then subject to the Option. For purposes of this Agreement, “Disability” shall have the meaning set forth in the Plan. Any exercise following death or Disability shall remain subject to the applicable exercise period and other terms of the Plan and this Agreement.

2. Duration of Option. Subject to the terms of the Plan, following termination of your employment with the Company, the vested portion of this Option may be exercised during the period provided under the Plan. In no event may the Option be exercised after [__________, 20__], and if you are a stockholder described in Section 422(c)(5) of the Code, the Option may not remain exercisable beyond five (5) years from the date of grant.

3. Exercise of Option.

(a) Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set out in Section 1.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice, in the form attached as Exhibit A (the “Exercise Notice”), which shall state the election to exercise the Option, the number of shares of Common Stock in respect of which the Option is being exercised (the “Exercised Shares”), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be completed by you and delivered to the Corporate Secretary. The Exercise Notice shall be accompanied by payment of the aggregate exercise price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such aggregate exercise price.

No shares of Common Stock shall be issued pursuant to the exercise of this Option unless such issuance and exercise comply with applicable laws and the terms of the Plan. The Company may require payment or other arrangements satisfactory to the Company for any applicable tax withholding obligations before issuing shares upon exercise.

4. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at your election:

(a) cash;

(b) check;

(c) consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan; or

(d) surrender of other shares of Common Stock which (i) in the case of shares of Common Stock acquired upon exercise of an option, have been owned by you for more than six (6) months on the date of surrender, AND (ii) have a fair market value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares.

5. Non-Assignability of Option. This Option may not be transferred other than by will or the laws of descent and distribution and, during your lifetime, may be exercised only by you, except as otherwise permitted by the Plan and applicable law. The terms of the Plan and this Agreement shall be binding upon your executors, administrators, heirs, successors and permitted assigns.

The Plan is incorporated herein by reference. In the event of any conflict between this Agreement and the Plan, the Plan shall control. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior undertakings and agreements with respect thereto. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts-of-law principles.

By your signature and the signature of the Company's representative below, you and the Company agree that the Option is granted under and governed by the Plan and this Agreement. You acknowledge that the grant does not confer any right to continued employment or service with the Company. You further agree to be bound by applicable Company policies, including any clawback or recoupment policy, as in effect from time to time. Electronic signatures and electronic delivery of this Agreement shall have the same force and effect as originals.

| PARTICIPANT | ONE NUCLEAR ENERGY INC. |
| --- | --- |
| Signature | By |
| Print Name | Title |
| Residence Address | |

Exhibit A

EXERCISE NOTICE

ONE Nuclear Energy Inc.
_____________________
_____________________
_____________________

_____________________________________________
(date)

Re: Incentive Stock Option

Notice is hereby given pursuant to Section 3 of my Agreement that I elect to purchase the number of shares set forth below at the exercise price set forth in my Agreement:

| | |
|---|---|
| Stock Option dated: | ________________________ |
| Number of shares being purchased: | ________________________ |
| Option Exercise Price Per Share | ________________________ |
| Aggregate Option Exercise Price | ________________________ |

A check in the amount of the aggregate price of the shares being purchased is attached [or specify other method of payment].

I understand that the shares of Common Stock that I receive upon exercise of my Option may not be freely tradable.

I agree to notify the Company promptly of any disposition of shares acquired upon exercise of the Option that occurs within two (2) years after the date of grant or within one (1) year after the date the shares are transferred to me upon exercise, to the extent required for the Company to comply with applicable tax reporting requirements.

I understand that the federal, state, local and other tax consequences of exercising the Option and disposing of the shares are my responsibility, that the Company has not provided tax advice to me, and that the Company may require satisfaction of any applicable tax withholding obligations as a condition to issuing shares.

I agree to provide to the Company such additional documents or information as may be required pursuant to the Company's 2026 Equity Incentive Plan.

_____________________________________________
(Signature)

_____________________________________________
(Name of Optionee)

**Exhibit 10.6**

**ONE NUCLEAR ENERGY INC.**
**2026 EQUITY INCENTIVE PLAN**

**RESTRICTED STOCK AGREEMENT**

Dear [__________],

On [__________, 20__], the Compensation Committee of the Board of Directors (the "Committee") approved a grant to you of restricted shares of common stock of ONE Nuclear Energy Inc. (the "Company") pursuant to the 2026 Equity Incentive Plan (the "Plan").

The Restricted Stock granted to you consists of [__________] shares of Common Stock of the Company. The date of grant is [__________, 20__].

Subject to your continued employment or service with the Company through the applicable vesting dates below, the Restricted Stock shall vest as follows:

| Number of Shares | Vesting Date |
|---|---|
| [ ] | [ ] |
| [ ] | [ ] |
| [ ] | [ ] |
| [ ] | [ ] |

Except as otherwise provided in the Plan, you will not have voting rights with respect to unvested Restricted Stock and will not be entitled to receive dividends or other distributions with respect to unvested Restricted Stock.

If your employment or service with the Company terminates for any reason before the Restricted Stock is vested, all then-unvested shares of Restricted Stock will be automatically forfeited without consideration, except to the extent otherwise provided by the Plan or determined by the Committee in accordance with the Plan.

Notwithstanding the foregoing, upon your death or Disability while employed by or providing services to the Company, all then-unvested shares of Restricted Stock shall immediately vest and become nonforfeitable. For purposes of this Agreement, "Disability" shall have the meaning set forth in the Plan.

Until vested, the Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered. The Company may hold the Restricted Stock in book-entry form and may place appropriate legends or stop-transfer instructions on the shares to reflect the restrictions under this Agreement and the Plan.

The issuance and transfer of the shares shall be subject to compliance with all applicable federal and state securities laws and the rules and regulations of any stock exchange on which the Common Stock is then listed. The Company may impose such stop-transfer instructions, legends or other restrictions on the shares as it determines are necessary or advisable to comply with applicable securities laws, stock exchange requirements or Company policies.

You are responsible for all taxes arising in connection with the Restricted Stock. The Company may withhold from amounts otherwise payable to you, or require other arrangements satisfactory to the Company, to satisfy any applicable tax withholding obligations. Any election under Section 83(b) of the Code is solely your responsibility, and the Company does not undertake to advise you whether such an election should be made.

You acknowledge that the Company has not provided you with legal, tax or financial advice with respect to the Restricted Stock and that you have been advised to consult with your own advisors regarding the legal, tax and financial consequences of the award.

The Plan is incorporated herein by reference. In the event of any conflict between this Agreement and the Plan, the Plan shall control. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior undertakings and agreements with respect thereto. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts-of-law principles.

By your signature and the signature of the Company's representative below, you and the Company agree that the Restricted Stock is granted under and governed by the Plan and this Agreement. You acknowledge that the grant does not confer any right to continued employment or service with the Company. You further agree to be bound by applicable Company policies, including any clawback or recoupment policy, as in effect from time to time. Electronic signatures and electronic delivery of this Agreement shall have the same force and effect as originals.

| PARTICIPANT | ONE NUCLEAR ENERGY INC. |
| --- | --- |
| Signature | By |
| Print Name | Title |
| Residence Address | |

1100 Santa Monica Blvd., Suite 800
Los Angeles, CA 90025
Tel: (310) 966-1444
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September 23, 2026

ONE Nuclear Energy, LLC
Kevin Dowd
Co-Founder and Chief Operating Officer

Dear Mr. Dowd:

This second amended and restated agreement ("Second A&R Agreement") sets forth the terms of the engagement by ONE Nuclear Energy, LLC and on behalf of its affiliates and subsidiaries (collectively, the "Company"), and B. Riley Securities, Inc. ("B. Riley"), pursuant to which B. Riley shall serve as the exclusive financial advisor to the Company in connection with (a) a Sale Transaction (as defined below) involving the Company, a subsidiary or divisions and one or more potential purchasers (each, a "Purchaser Entity") and (b) as sole placement agent for the Company for each Offering (as defined below). The Second A&R Agreement supersedes any prior agreement between the parties relating to the matters discussed herein.

**1.** ***The Transactions.***

(a) During the Engagement Period (as defined below), B. Riley will be the exclusive financial advisor to the Company in connection with a Sale Transaction involving the Company, a subsidiary or divisions and a Purchaser Entity.

(i) In undertaking its role as exclusive financial advisor, B. Riley anticipates that its activities would include the following, as requested from time to time by the Company:

a. reviewing and analyzing, from a financial perspective, the general business operations, financial condition and prospects of the Company;

b. assisting the Company as needed in the preparation of the Company's financial model;

c. assisting the Company in the preparation of a confidential information memorandum with respect to the Sale Transaction;

d. identifying potential Purchaser Entities;

e. soliciting proposals from Purchaser Entities with respect to a Sale Transaction;

f. discussions and negotiations with Purchaser Entities;

g. evaluating proposals from Purchaser Entities; and

h. such other financial advisory and investment banking services as are customary in engagements of the type contemplated hereby and as may be reasonably agreed upon by the Company and B. Riley.

(ii) The term “Sale Transaction” shall mean each sale (whether in one transaction or a series of transactions) of all or a significant portion of the assets or capital stock of the Company, regardless of how structured, and shall include, without limitation, any sale, merger, joint venture, partnership, spin-off, reverse spin- off, split-off or other business/strategic combination involving the Company, as well as any recapitalization, restructuring or liquidation of the Company, or any other form of transaction or disposition which results in the effective sale, transfer or other disposition of ownership or control over a significant portion of one or more of the principal businesses or operations of the Company. For the avoidance of doubt, a Sale Transaction shall include a merger, reverse merger, capital stock exchange, asset acquisition or sale, stock purchase or sale, reorganization or similar business combination, however structured, involving the Company and any special purpose acquisition company (“SPAC”) or any publicly-traded “shell company” or other publicly-traded entity with minimal assets or operations listed on a United States public market (either, an “Operating Shell” and, collectively with any SPAC, a “Shell Entity”).

(iii) The Company agrees that during the Engagement Period, it will not contact or solicit Purchaser Entities with respect to a potential Sale Transaction without B. Riley’s knowledge. The Company will also promptly inform B. Riley of any discussions it has or of any inquiry it may receive concerning a potential Sale Transaction.

(b) During the Engagement Period, B. Riley will be the sole placement agent with respect to any proposed private offering or other financing (each, an “Offering” and, collectively with any Sale Transaction, the “Transactions”) of equity or equity-linked securities (including securities convertible, exchangeable or exercisable for or into equity securities) or debt or debt-like securities or any other type of debt financing, including bank or non-bank credit facilities, lines of credit, letters of credit and the like (“Securities”). The actual terms of each Offering will depend on the outcome of B. Riley’s due diligence investigation and market conditions, and will be subject to negotiation between the Company and B. Riley.

(i) In undertaking its role as sole placement agent, B. Riley anticipates that its activities would include the following, as requested from time to time by the Company:

a. reviewing the proposed transaction;

b. assisting the Company in the Company’s determination of appropriate structure;

c. conducting an examination of documents and records pertaining to the Company, interviewing Company personnel, and making such other reasonable investigations as B. Riley deems necessary and appropriate under the circumstances;

d. performing financial analysis of the Company and comparisons with other companies in its industry; and

e. such other services as are customary in engagements of the type contemplated hereby and as may be agreed upon by the Company and B. Riley.

(ii) B. Riley intends to conduct each Offering only after execution of a placement agreement, which will include customary representations and warranties, covenants, conditions, termination provisions and indemnification, contribution and limitation of liability, all satisfactory to B. Riley in its sole discretion. B. Riley’s willingness to execute the placement agreement and conduct an Offering will be subject to its satisfaction, in its sole discretion and judgment, with market conditions and the results of its due diligence investigation of the Company and its business.

(c) The Company understands and acknowledges that B. Riley is not undertaking to provide any legal, accounting, tax, regulatory, insurance, executive compensation, environmental or other professional advice or services in connection with this engagement.

(d) During the Engagement Period, the Company will not (i) offer any Securities for sale to, or solicit any offers to buy Securities from, any person or persons, whether directly or indirectly, otherwise than through B. Riley, or (ii) solicit or negotiate with any other person to act as financial advisor, underwriter, or placement agent or to provide other investment banking services to the Company.

(e) The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite power and authority to enter into and carry out the terms and provisions of this Second A&R Agreement.

(f) Nothing contained in the Company's charter documents, by-laws, shareholders' agreements, or any other document, agreement, contract or instrument to which the Company is a party, to which the Company is subject, or in any order, judgment or settlement of any court or governmental agency to which the Company is bound conflicts with or in any way restricts or otherwise limits or conditions the Company's ability to enter into, and perform under, this Second A&R Agreement and consummate the transactions contemplated herein. Neither the entering into of this Second A&R Agreement nor the consummation of the transactions contemplated herein will trigger any payment by the Company to a third party (including, but not limited to, any "tail" payments) or require the authorization, registration, qualification or approval of any government agency to which the Company is subject.

(g) The Company agrees and acknowledges that B. Riley may provide certain of its services hereunder through one or more of its affiliates or agents.

(h) B. Riley and its affiliates are engaged in securities trading, brokerage activities and private equity investments, as well as providing investment banking and financial advisory services. In the ordinary course of such activities, they may at any time hold long or short positions, and may trade or otherwise effect transactions, for their account or the accounts of customers, in debt or equity securities or other financial instruments of the Company and potential Purchaser Entities and any other company that may be involved in the transactions and other matters contemplated by this Second A&R Agreement, as well as provide investment banking and other financial services to such companies. In addition, B. Riley and its affiliates and certain of their respective employees, may from time-to-time acquire, hold or make direct or indirect investments in, or otherwise finance, a wide variety of companies, including the Purchaser Entities and their affiliates. Nothing in this Second A&R Agreement shall be construed to limit the ability of B. Riley or its affiliates to pursue, investigate, analyze, invest in, or engage in investment banking, financial advisory or any other business relationships with, entities other than the Company, notwithstanding that such entities may be engaged in a business which is similar to or competitive with the business of the Company, and notwithstanding that such entities may have actual or potential operations, products, services, plans, ideas, customers or suppliers similar or identical to the Company's, or may have been identified by the Company as potential merger or acquisition targets or potential candidates for some other business combination, cooperation or relationship. The Company expressly acknowledges and agrees that it does not claim any proprietary interest in the identity of any other entity in its industry or otherwise, and that the identity of any such entity is not confidential information. B. Riley and its affiliates will have no duty to disclose to the Company or share with the Company any non-public information acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of business, B. Riley may trade the securities of the Company (and of entities with which the Company may be considering entering into a potential transaction or business relationship) for its own account and for the accounts of customers, and may at any time hold a long or short position in such securities.

(i) The Company acknowledges that all advice (written or oral) given by B. Riley to the Company is intended solely for the benefit and use of the Company. Other than to the extent required to be reflected in Board of Directors and committee meeting minutes, no advice (written or oral) of B. Riley hereunder shall be used, reproduced, disseminated, quoted or referred to at any time, in any manner, or for any purpose, nor shall any public references to B. Riley be made by the Company (or such persons), without the prior written consent of B. Riley.

**2. *Fees and Expenses.***

(a) As compensation for B. Riley's services hereunder, the Company agrees to pay to B. Riley fees in the form of cash as follows:

(i) Sale Transaction Fee.

a. In the event (a) a Sale Transaction is consummated prior to the termination of the Engagement Period or within 12 months following the termination of the Engagement Period (the "Tail Period") or (b) the Company, prior to the termination of the Engagement Period or during the Tail Period, sends or receives a proposal or enters into an agreement with respect to a potential Sale Transaction and such Sale Transaction is subsequently consummated, a fee in cash (the "Sale Transaction Fee"), equal to 2.0% of the Aggregate Transaction Value (as defined below), subject to a minimum Transaction Fee of $1,500,000, paid in cash concurrently with the closing of the Sale Transaction.

b. For purposes hereof, the term "Aggregate Transaction Value" means the total amount of cash and the fair market value (determined as set forth below) of any securities, seller notes, or other property paid or payable directly or indirectly by the Purchaser Entity to the Company, its affiliates or its security holders in connection with, or in anticipation of, each Sale Transaction, including, without limitation, (i) any amounts paid into escrow or otherwise held back to support indemnification or similar obligations in connection with the Sale Transaction, (ii) the present value (if agreed to in good faith by B. Riley and the Company) of any contingent consideration to be paid in the future (if not agreed in good faith by B. Riley and the Company, the portion of the Transaction Fee related to such contingent consideration shall be determined and paid as and when such payments are received by the Company or its security holders), (iii) any amounts paid or payable in respect of convertible securities, warrants, stock appreciation rights, options or similar rights, whether or not vested, (iv) any amounts paid by the Company to repurchase any securities of the Company that are outstanding on the date hereof, and (v) the aggregate principal amount of indebtedness for borrowed money and other liabilities (a) in the case of a sale of the Company's securities, as set forth in the most recent consolidated balance sheet of the Company prior to consummation of the Sale Transaction or (b) in the case of a sale or disposition of the Company's assets, that is directly or indirectly assumed by the Purchaser Entity. In the event of a sale of less than all of the outstanding capital stock of the Company, Aggregate Transaction Value shall mean the value of all of the outstanding capital stock of the Company, whether or not acquired by the Purchaser Entity, valued based on the per security price paid by the Purchaser Entity. In the event of a sale of less than all of the assets of the Company, Aggregate Transaction Value shall also include the value of any assets and/or property retained by the Company. Notwithstanding the foregoing, for a Sale Transaction with a Shell Entity, Aggregate Transaction Value shall mean the "post money" equity value of the combined company and shall include all of the items referred to above in this Section 2(a)(i)b. except clause (v) hereof, and shall also include, without limitation, all funds held in trust by the Shell Entity not redeemed prior to the consummation of the Sale Transaction, the value of all sponsor equity not forfeited prior to the consummation of the Sale Transaction, including the present value (if agreed to in good faith by B. Riley and the Company) of any deferred sponsor equity, or sponsor equity subject to vesting (if not agreed in good faith by B. Riley and the Company, the portion of the Sale Transaction Fee related to such deferred sponsor equity, or sponsor equity subject to vesting shall be determined and paid as and when such sponsor equity is received by the sponsor or its designees), and any additional debt or equity capital raised in anticipation of, or to consummate, the Sale Transaction (including, without limitation, any PIPE or pre-PIPE transaction consummated by the Company or the Shell Entity). Notwithstanding the foregoing, the Sale Transaction Fee in connection with the proposed business combination with Hennessy Capital Investment Corp. VII (the "Hennessy Combination") shall be $12 million (the "Hennessy Combination Fee").

c. The Hennessy Combination Fee shall be fully earned upon the closing of the Hennessy Combination, and due and payable according to the following grid.

| Hennessy Combination Fee | Amount | Due and Payable |
|---|---|---|
| Hennessy Equity Fee | $4M | At closing of Hennessy Combination, in Company common stock (or other securities) at a per share price equal to the lowest price ascribed to shares of the Company or other securities of the Company issued to any other service provider in connection with the Hennessy Combination, with such securities not subject to any contractual lock-up period |
| Hennessy Cash Fee | $8M | Following Hennessy Combination, in cash in accordance with Section 2(d) |

d. The Company agrees and is obligated immediately upon the closing of the Hennessy Combination to (i) enter into a committed equity facility (the “CEF”) with B. Riley or an affiliated entity of B. Riley and (ii) execute a power of attorney granting B. Riley certain authority related to such CEF. The Company agrees to maximize its use of the CEF, subject to standard ownership and volume limitations, and to pay B. Riley 65% of the net proceeds raised from the CEF, until such time as the Hennessy Cash Fee is paid in full. The CEF shall contain economic termsconsistent with those contained in the B. Riley Committed Equity Facility Overview materials dated February 2026 and provided to the Company on February 7, 2026 (attached hereto as Appendix II). The Company further agrees to register the common stock or common stock underlying any other securities issued in connection with the Hennessy Equity Fee on the CEF resale registration statement on Form S-1. Notwithstanding the foregoing, if that certain Promissory Note dated February 18, 2026 entered into by ONE Nuclear Energy LLC (the “Borrower”) and by B. Riley Principal Capital, LLC (the “Lender”) and as amended by Amendment No. 1, dated March 31, 2026, by Amendment No. 2, dated June 4, 2026, by Amendment No. 3, dated July 6, 2026, by Amendment No. 4, dated July 9, 2026, by Amendment No. 5, dated July 22, 2026, by Amendment No. 6, dated August 9, 2026, and by Amendment No. 7, dated September 23, 2026 (collectively, the “Note”) remains outstanding at the time that the CEF resale registration statement on form S-1 is declared effective by the U.S. Securities and Exchange Commission, then 100% of the net proceeds raised from the CEF shall first be applied to principal and accrued fees in connection with the Note until the Note is repaid in full. In addition, 100% of the net proceeds from any forward purchase agreement entered into by the Company and an investor/counterparty shall also be applied to the Note until the Note is repaid in full.

e. The fair market value of any securities (whether debt or equity) or other property shall be determined as follows: (i) the value of securities that are freely tradable in an established public market will be determined on the basis of the average closing market price for the fifteen trading days prior to the closing of the Sale Transaction; it being understood that for the purposes herein, restricted securities for which there is a public market for the underlying security shall be deemed to be valued at the public market price of such securities without applying any type of discount; (ii) the value of escrowed funds, promissory notes, seller notes, fixed future payments, or other non-contingent future payments shall be the face value thereof; and (iii) the value of securities that are not freely tradable or have no established public market, and the value of Aggregate Transaction Value that consists of other property, shall be the fair market value as determined in good faith by B. Riley and the Company.

f. In the event a Sale Transaction is not consummated and the Company or any of its affiliates receives a reverse termination, breakup, topping, other similar fee or any other form of compensation or expense reimbursement, whether payable in cash, property or securities (a "Company Reverse Breakup Fee"), the Company shall pay B. Riley an amount, in cash (the "Reverse Breakup Fee"), equal to 50% of the fair market value (at the time of payment) of any such Company Reverse Breakup Fee. The Reverse Breakup Fee shall be payable to B. Riley upon receipt by the Company of the Company Reverse Breakup Fee. For purposes of determining the amount payable to B. Riley, the term "Reverse Breakup Fee" shall also include the fair market value (as of the close of business on the trading day immediately preceding the date the Company is obligated to pay the Reverse Breakup Fee) of any option to acquire any securities, property or assets granted to the Company in connection with the proposed Sale Transaction after giving effect to the payment of any other portions of the Company Reverse Breakup Fee.

g. The Company agrees to promptly reimburse B. Riley for its out of pocket expenses regardless of whether a Sale Transaction is consummated. Such expenses shall be promptly reimbursed to B. Riley in cash and in any event within 30 days of the Company's receipt of B. Riley's written request for reimbursement. The provisions of this Section shall not in any way limit the Company's obligations pursuant to Section 5 or Appendix I hereto.

(ii) Offering Fees.

a. B. Riley will act as sole placement agent of each Offering, as the case may be.

b. Concurrently with the consummation of each Offering, the Company shall pay in cash to B. Riley fees ("Offering Fees") equal to:

i. 6.0% of the first $100 million of gross proceeds and 5.5% of any incremental gross proceeds above $100 million received from the sale of any equity or equity-linked Securities (including Securities convertible, exchangeable or exercisable for or into equity securities) by the Company (including Company stockholders); and

ii. 3.0% of the first $100 million of gross proceeds and 2.0% of any incremental gross proceeds above $100 million received from the sale of any debt or debt-like Securities (other than Securities described in clause i. above) by the Company (including Company stockholders) or any other type of debt financing, including bank or non-bank credit facilities, lines of credit, letters of credit and the like.

c. B. Riley agrees that Offering Fees are contingent on the closing of the purchase and sale of Securities pursuant to the applicable Offering and the Company will not be obligated to pay Offering Fees unless such Offering is consummated.

d. B. Riley will be entitled to Offering Fees based on the total amount of capital committed to the Company at closing, whether or not such commitment is drawn in its entirety at that time. Offering Fees with respect to funds that are contingent and payable, or become available, after the closing date of an Offering (such as funds held in escrow or funds for which availability is subject to the meeting of certain conditions), shall be payable to B. Riley if and when such funds are received by the Company or, if sooner, become available to the Company without contingencies, and shall remain payable upon receipt or, if sooner, availability to the Company without contingencies, regardless of whether they are received or become available to the Company without contingencies after the expiration or termination of the Engagement Period or the Tail Period.

e. The Company acknowledges that the efforts of B. Riley in performing the services described herein will be of substantial assistance to the Company in enabling it to access the capital markets. Therefore, if an Offering is not consummated during the Engagement Period and any person purchases securities from, or provides any other type of financing to, the Company during the Tail Period, the Company shall pay B. Riley a termination fee equal to the fee B. Riley would have been entitled to pursuant to Section 2(a)(ii)b. above had such sale of Securities been made to or such financing provided by such person during the Engagement Period, subject, in the case of a public Offering, to FINRA Rule 5110(g)(5). The parties believe that the termination fee set forth herein is reasonable in relation to the services contemplated under this Second A&R Agreement.

f. In addition to the Offering Fees or Sale Transaction Fee payable to B. Riley under this Second A&R Agreement, the Company agrees to reimburse B. Riley upon request for its out-of-pocket, accountable, bona fide expenses actually incurred in connection with its services under this Second A&R Agreement whether or not any Transaction is consummated, including any fees and disbursements of legal counsel, provided that in the case of a public Offering such expense reimbursement shall be to the extent permitted by FINRA regulations. The provisions of this Section shall not in any way limit the Company's obligations pursuant to Section 5 or Appendix I hereto.

g. In addition to the reimbursable expenses set forth in clause 2(a)(ii)(f) above, the Company acknowledges and agrees that it will be responsible for and shall pay all costs and expenses incident to the Sale Transaction and/or the purchase, sale and delivery of Securities in each Offering, including, without limitation, all fees and expenses of filing with the SEC and FINRA; all Blue Sky fees and expenses; all fees and disbursements of counsel and accountants for the Company; all printing costs; all costs of background investigations; all "road show" costs (regardless of the form in which the roadshow is conducted) and all costs of Company and B. Riley personnel, including but not limited to, commercial or charter air travel, and local hotel accommodations and transportation.

**3. *Other Transactions.***

(a) The Company grants B. Riley the right to act in the following capacities in any of the following transactions entered into or contemplated by the Company during the Engagement Period or within 24 months thereafter (each, an "Other Transaction"), subject to FINRA Rule 5110(g)(5) and (6):

(i) Capital Markets: Lead underwriter and lead left bookrunner in connection with any public offering of equity, equity-linked or debt securities or other capital markets financing, with B. Riley's name on the cover of any public offering prospectus in the upper left relative to the names of the other underwriters participating in the transaction and B. Riley managing all of the "roadshow" logistics and all stabilization transactions and with B. Riley receiving no less than 50% of the syndicate position; sole distribution agent with regard to an At-the-Market program for equity, debt or debt-like securities; sole placement agent in any private offering of equity or equity-linked, or debt or debt-like, securities or other capital markets financing; and sole purchaser in any committed equity facility or equity line of credit; and

(ii) Mergers and Acquisitions: Financial advisor in connection with any purchase or sale of assets or stock, merger, acquisition, business combination, joint venture or other strategic transaction.

(b) In the event B. Riley chooses to exercise the right set forth in this Section 3, B. Riley's compensation in connection with any Other Transaction shall be determined by separate agreement between the Company and B. Riley on the basis of compensation customarily paid to financial advisors, underwriters or placement agents in similar transactions.

4. ***Information to be Provided.***

(a) B. Riley and its affiliates, agents and counsel will be accorded access to and may examine documents, records and other materials and information of the Company and its subsidiaries (all information so furnished being the "Information") as B. Riley reasonably deems appropriate to perform its assignment hereunder. The Company will provide B. Riley with access to officers, directors, employees, accountants, counsel and other representatives of the Company (collectively, the "Representatives") and, as practicable, the Purchaser Entity. The Company recognizes and confirms that B. Riley and its affiliates, agents and counsel: (i) will use and rely primarily on the Information, information supplied to B. Riley by the Company or any Representative of the Company or the Purchaser Entity and information available from generally recognized public sources in performing the services contemplated by this Second A&R Agreement without having independently verified the same; (ii) does not assume responsibility for the accuracy or completeness of the Information and such other information; and (iii) will not make an appraisal of any assets or liabilities of the Company or the Purchaser Entity or any of their market competitors. The Company represents and warrants to B. Riley that all such Information concerning the Company will be true and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. B. Riley shall have the benefit of, and shall be an intended third party beneficiary of, the representations and warranties provided by the Company to any investor(s) in a securities purchase agreement or other definitive agreement entered into in connection with an Offering. To the extent structured as a private placement, the Company represents to B. Riley that it has not taken, and agrees that it will not take, any action, directly or indirectly, so as to cause any Offering to fail to be entitled to any applicable exemption from registration afforded by the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder. In effecting any Offering, the Company agrees to comply in all material respects with applicable provisions of the Act, the rules and regulations promulgated thereunder and any applicable state laws and requirements, as well as any federal, state or foreign judicial decisions or opinions related thereto.

(b) The Company acknowledges and agrees that B. Riley's role in reviewing any information (including, but not limited to, the Information) is limited solely to performing such reviews as B. Riley deems necessary for purposes of its own analysis, and shall not be on behalf or for the benefit of the Company or any other person.

(c) In the event of a Sale Transaction involving the distribution of securities, the Company will cause to be delivered and addressed to B. Riley customary auditors' comfort letters, opinions and negative assurance letters of counsel, officers' certificates and other documentation reasonably requested by B. Riley.

5. ***Indemnification.*** The Company agrees to indemnify B. Riley and its controlling persons, representatives and agents in accordance with the indemnification provisions set forth in Appendix I hereto, which is incorporated herein by reference, and agrees to the other provisions of Appendix I hereto, regardless of whether any proposed Transaction is consummated. The obligations of the Company pursuant to this paragraph and Appendix I hereto shall survive any expiration or termination of this Second A&R Agreement or B. Riley's engagement hereunder.

6. ***Term of Engagement Period; Survival of Provisions.***

(a) The parties hereby acknowledge and agree that the term of B. Riley's engagement (the "Engagement Period") began on March 13, 2025 and shall continue until either party terminates the Engagement Period solely upon 10 days written notice to the other party.

(b) This Second A&R Agreement (other than B. Riley's obligation to provide services hereunder) and Appendix I shall survive any termination of the Engagement Period. With respect to the fees, costs and expenses set forth in Section 2, upon termination of the Engagement Period, B. Riley shall be entitled to collect all such fees, costs and expenses accrued through the date of termination in accordance with the terms of Section 2.

7. ***Independent Contractor; No Fiduciary Duty.*** The Company acknowledges and agrees that it is a sophisticated business enterprise and that B. Riley has been retained pursuant to this Second A&R Agreement to act as sole placement agent in connection with Offerings and exclusive financial advisor with respect to the Sale Transaction. In such capacities, B. Riley shall act as an independent contractor and not as an agent or fiduciary to the Company or its shareholders, and any duties of B. Riley arising out of its engagement pursuant to this Second A&R Agreement shall be contractual in nature and shall be owed solely to the Company. Each party disclaims any intention to impose any fiduciary duty on the other.

8. ***Announcements of Transactions.*** If a Transaction is consummated in which B. Riley acts as placement agent, lead underwriter and/or lead left bookrunner and/or financial advisor or otherwise, B. Riley may, at its sole option and expense, place an announcement in such newspapers, periodicals and marketing materials as B. Riley may choose stating that B. Riley has so acted, and the capacity in which it has acted. B. Riley may include the name of the Company and the Company's logo or other identifying mark in any of its announcements without the consent of the Company.

9. ***Amendments; Other Engagements.***

   (a) This Second A&R Agreement may be modified or amended, or its provisions waived, only in a writing signed by each of the parties hereto.

   (b) The Company further understands that if B. Riley is asked to act for the Company in any other formal additional capacity relating to this engagement but not specifically addressed in this letter, then such activities shall constitute separate engagements and the terms and conditions of any such additional engagements will be embodied in one or more separate written agreements, containing provisions and terms to be mutually agreed upon, including without limitation appropriate indemnification and contribution provisions. The provisions of Appendix I hereto shall apply to any such additional engagements, unless superseded by similar provisions set forth in a separate document applicable to any such additional engagements, and shall remain in full force and effect regardless of any completion, modification or termination of B. Riley's engagement(s).

10. ***No Commitment.*** This Second A&R Agreement does not and will not constitute any agreement, commitment or undertaking, express or implied on the part of B. Riley or any of its affiliates to purchase or to sell any securities (including, but not limited to, the Securities) or to provide any financing and does not ensure the successful arrangement or completion of any Transaction.

11. ***Non-Circumvention.*** The Company hereby covenants and agrees that it shall not, by amendment of its charter documents or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other action, avoid or seek to avoid the observance or performance of any of the terms of this Second A&R Agreement, and will at all times in good faith carry out all of the provisions of this Second A&R Agreement and take all action as may be reasonably required to protect the rights of B. Riley herein. Additionally, if the Company is not the party issuing securities pursuant to the placement agreement or underwriting agreement, the defined term "Company" as used in this Second A&R Agreement shall also include such issuing party and the Company shall cause such issuing party to acknowledge and agree the foregoing in such placement agreement or underwriting agreement.

12. ***Entire Agreement.*** This Second A&R Agreement constitutes the entire agreement between the parties and supersedes and cancels any and all prior or contemporaneous arrangements, understandings and agreements, written or oral, between them relating to the subject matter hereof.

13. ***Severability.*** If any portion of this Second A&R Agreement shall be held or made unenforceable or invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Second A&R Agreement shall not be affected thereby and shall remain in full force and effect, and, to the fullest extent, the provisions of the Second A&R Agreement shall be severable.

14. ***Beneficiaries.*** This Second A&R Agreement shall inure to the sole and exclusive benefit of B. Riley and the Company and the persons referred to in Appendix I and their respective successors and representatives. The obligations and liabilities under this Second A&R Agreement shall be binding upon B. Riley and the Company. The Company may not assign or delegate any of its rights or obligations hereunder without B. Riley's prior written consent and any such purported assignment or delegation without B. Riley's prior written consent shall be void.

15. ***Headings.*** The descriptive headings of the paragraphs, subparagraphs and Appendixes of this Second A&R Agreement are inserted for convenience only, do not constitute a part of this Second A&R Agreement and shall not affect in any way the meaning or interpretations of this Second A&R Agreement.

16. ***Failure or Delay No Waiver.*** It is understood and agreed that failure or delay by either the Company or B. Riley in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

17. ***Governing Law; Waiver of Trial by Jury.*** This Second A&R Agreement and all aspects of the relationship created by this engagement and any other agreements relating to the engagement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein and, in connection therewith, the parties hereto consent to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County or the United States District Court for the Southern District of New York and agrees to venue in such courts. Notwithstanding the foregoing, solely for purposes of enforcing the Company's obligations under Appendix I hereto, the Company consents to personal jurisdiction, service and venue in any court proceeding in which any claim relating to or arising out of this engagement is brought by or against any Indemnified Party. B. RILEY AND THE COMPANY EACH HEREBY AGREES TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR RELATING TO THIS ENGAGEMENT.

18. ***Prevailing Party.*** The prevailing party in any dispute relating to or arising from this Second A&R Agreement shall have the right to collect from the other party its reasonable costs and attorneys' fees.

19. ***Limitation of Liability.*** In no event shall B. Riley, or any other agent, affiliate, or contractor of B. Riley, be liable to the Company for any incidental, indirect, special or consequential damages (i.e., lost profits) arising out of, or in connection with, this Second A&R Agreement, whether or not such party was advised of the possibility of such damage. The Company further agrees that the liability limit of B. Riley and its affiliates, agents, or contractors shall in no event be greater than the aggregate dollar amount which the Company paid to B. Riley during the term of this Second A&R Agreement.

20. ***Interpretation.*** No provision of this Second A&R Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

21. ***Counterparts.*** This Second A&R Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall be considered a single instrument. Facsimile and .pdf signatures to this Second A&R Agreement shall be acceptable and binding.

If the foregoing terms correctly set forth our agreement, please sign and return to us a duplicate copy of this Second A&R Agreement. We look forward to working with you toward the successful conclusion of this engagement.

Very truly yours,

**B. RILEY SECURITIES, INC.**

By: */s/ Andy Moore*

Confirmed and accepted:

**ONE Nuclear Energy, LLC**

By: */s/ Kevin Dowd*

Name: Kevin Dowd

Title: Chief Operating Officer

**APPENDIX I**

The Company agrees to indemnify and hold harmless B. Riley and its affiliates (as defined in Rule 405 under the Securities Act of 1933, as amended) and their respective directors, officers, members, managers, employees, agents and controlling persons (B. Riley and each such person being an "Indemnified Party") from and against all losses, claims, damages and liabilities (or actions, including shareholder actions, in respect thereof), joint or several, to which such Indemnified Party may become subject under any applicable federal or state law, or otherwise, which are related to or result from the performance by B. Riley of the services contemplated by or the engagement of B. Riley pursuant to, this Second A&R Agreement and will promptly reimburse any Indemnified Party for all reasonable expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense arising from any threatened or pending claim, whether or not such Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by the Company. The Company will not be liable to any Indemnified Party under the foregoing indemnification and reimbursement provisions, (i) for any settlement by an Indemnified Party effected without its prior written consent (not to be unreasonably withheld); or (ii) to the extent that any loss, claim, damage or liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from B. Riley's willful misconduct or gross negligence. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its security holders or creditors related to or arising out of the engagement of B. Riley pursuant to, or the performance by B. Riley of the services contemplated by, this Second A&R Agreement except to the extent that any loss, claim, damage or liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from B. Riley's willful misconduct or gross negligence.

Promptly after receipt by an Indemnified Party of notice of any intention or threat to commence an action, suit or proceeding or notice of the commencement of any action, suit or proceeding, such Indemnified Party will, if a claim in respect thereof is to be made against the Company pursuant hereto, promptly notify the Company in writing of the same. In case any such action is brought against any Indemnified Party and such Indemnified Party notifies the Company of the commencement thereof, the Company may elect to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party, and an Indemnified Party may employ counsel to participate in the defense of any such action provided, that the employment of such counsel shall be at the Indemnified Party's own expense, unless (i) the employment of such counsel has been authorized in writing by the Company, (ii) the Indemnified Party has reasonably concluded (based upon advice of counsel to the Indemnified Party) that there may be legal defenses available to it or other Indemnified Parties that are different from or in addition to those available to the Company, or that a conflict or potential conflict exists (based upon advice of counsel to the Indemnified Party) between the Indemnified Party and the Company that makes it impossible or inadvisable for counsel to the Indemnifying Party to conduct the defense of both the Company and the Indemnified Party (in which case the Company will not have the right to direct the defense of such action on behalf of the Indemnified Party), or (iii) the Company has not in fact employed counsel reasonably satisfactory to the Indemnified Party to assume the defense of such action within a reasonable time after receiving notice of the action, suit or proceeding, in each of which cases the reasonable fees, disbursements and other charges of such counsel will be at the expense of the Company; provided, further, that in no event shall the Company be required to pay fees and expenses for more than one firm of attorneys representing Indemnified Parties unless the defense of one Indemnified Party is unique or separate from that of another Indemnified Party subject to the same claim or action. Any failure or delay by an Indemnified Party to give the notice referred to in this paragraph shall not affect such Indemnified Party's right to be indemnified hereunder, except to the extent that such failure or delay causes actual harm to the Company, or prejudices its ability to defend such action, suit or proceeding on behalf of such Indemnified Party.

If the indemnification provided for in this Second A&R Agreement is for any reason held unenforceable by or unavailable to an Indemnified Party, the Company agrees to contribute to the losses, claims, damages and liabilities for which such indemnification is held unenforceable or unavailable (i) in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and B. Riley on the other hand, of the Transactions as contemplated whether or not any Transaction is consummated or, (ii) if (but only if) the allocation provided for in clause (i) is for any reason unenforceable or unavailable, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand and B. Riley, on the other hand, as well as any other relevant equitable considerations. The Company agrees that for the purposes of this paragraph the relative benefits to the Company and B. Riley of the Transactions as contemplated shall be deemed to be in the same proportion that the total value received or contemplated to be received by the Company or its shareholders, as the case may be, as a result of or in connection with the Transactions bear to the fees paid or to be paid to B. Riley under this Second A&R Agreement. Notwithstanding the foregoing, the Company expressly agrees that B. Riley shall not be required to contribute any amount in excess of the amount by which fees paid B. Riley hereunder (excluding reimbursable expenses) exceeds the amount of any damages which B. Riley has otherwise been required to pay.

The Company will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification or contribution could be sought under the provisions of this Second A&R Agreement, whether or not any Indemnified Party is an actual or potential party to such claim, action or proceeding, without B. Riley's prior written consent, which consent shall not be unreasonably withheld in the case of any claim, action or proceeding involving only the payment of money damages), unless such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Party from all liability in any way related to or arising out of such claim, action or proceeding and (ii) does not impose any actual or potential liability upon any Indemnified Party and does not contain any factual or legal admission by or with respect to any Indemnified Party or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of any Indemnified Party or any action or inaction by any Indemnified Party. The Company's recourse with respect to any liability or obligation of B. Riley hereunder shall be limited to the assets of B. Riley, and the Company shall have no recourse against, and expressly waives its right to bring any claim against, any other Indemnified Party or any of their assets.

In the event that an Indemnified Party is requested, authorized by the Company, or required to appear as a witness in any action brought by or on behalf of or against the Company in which such Indemnified Party is not named as a defendant, the Company agrees to promptly reimburse B. Riley on a monthly basis for all expenses incurred by it in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel. In addition to any reimbursed fees, expenses or costs outlined hereunder, B. Riley shall also receive from the Company cash compensation of $2,000.00 per person, per day, plus reasonable out-of-pocket expenses and costs should B. Riley be required to provide testimony in any formal or informal proceeding regarding the Company.

If multiple claims are brought, at least one for which indemnification is permitted under applicable law and provided for under this Second A&R Agreement, the Company agrees that any judgment or arbitration award shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for, except to the extent the judgment or arbitration award expressly states that it, or any portion thereof, is based solely on a claim as to which indemnification is not available.

Prior to entering into any agreement or arrangement with respect to, or effecting, any merger, statutory exchange or other business combination or proposed sale or exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth herein, the Company will promptly notify B. Riley in writing thereof and, if requested by B. Riley, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth herein on terms and conditions satisfactory to B. Riley.

The foregoing provisions of this Appendix I are in addition to rights B. Riley may have at common law or otherwise, shall inure to the benefit of the Indemnified Parties and their respective successors and assigns and shall be binding on any successor or assign of the Company and successors or assigns to the Company's business or assets. The provisions of this Appendix I shall apply to any amendments, modifications or future additions to the engagement described in this Second A&R Agreement and related activities prior to the date of this Second A&R Agreement and shall remain in full force and effect notwithstanding any termination or expiration of this Second A&R Agreement.

## APPENDIX II

**Exhibit 10.10**

**PROMISSORY NOTE – AMENDMENT NO. 7**

Dated as of September 23, 2026

Principal Amount: Up to $276,749.38

Reference is hereby made to that certain Promissory Note, dated February 18, 2026, and as amended by Amendment No. 1, dated March 31, 2026, by Amendment No. 2, dated June 4, 2026, by Amendment No. 3, dated July 6, 2026, by Amendment No. 4, dated July 9, 2026, by Amendment No. 5, dated July 22, 2026, and by Amendment No. 6, dated August 9, 2026, entered into by the Borrower and the Lender (collectively, the "Note"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Note.

The parties hereby agree that Section 1(a) of the Note is hereby amended to reflect that the Borrower may request Advances up to an aggregate principal amount of $276,749.38, subject to a partial repayment of $100,000 paid by the Borrower and Received by the Lender on September 23, 2026.

Furthermore, the parties agree that Section 2 of the Note is hereby revised to: (i) reflect an updated Lender commitment to make available up to $276,749.38 for Advances and (ii) reflect that the Borrower agrees to pay to the Lender a monthly Commitment Fee equal to $9,224.98.

The parties agree that Section 3(a)(i) of the Note is hereby amended to replace September 30, 2026 with December 31, 2026. Lastly, the parties agree that that the words "the business combination between the Borrower and Hennessy Capital Investment Corp. VII or" are hereby deleted from Section 3(a)(iii).

Except as modified by this Amendment No. 7, the Note shall remain in full force and effect.

This Amendment No. 7 may be executed in counterparts, each of which shall be deemed an original, but which together shall be considered a single instrument. Facsimile and .pdf signatures to this Amendment No. 7 shall be acceptable and binding.

*[Signature page follows]*

**IN WITNESS WHEREOF**, Borrower, intending to be legally bound hereby, has caused this Amendment No. 7 to the Note to be duly executed by the undersigned as of the day and year first above written.

**ONE NUCLEAR ENERGY LLC**, as Borrower

By: */s/ Kevin Dowd*
Name: Kevin Dowd
Title: Chief Operating Officer

Accepted and agreed as of the day
and year first above written:

**B. RILEY PRINCIPAL CAPITAL, LLC, as Lender**

By: */s/ Andy Moore*
Name: Andy Moore
Title: Chief Executive Officer

**EXECUTIVE EMPLOYMENT AGREEMENT**

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "**Agreement**"), which becomes effective upon the completion of the merger between ONE Nuclear Energy LLC and Hennessy Capital Investment Corp VII (the "**Effective Date**"), is made and entered into by and between ONE Nuclear Energy, Inc. (the "**Company**") and Ann Anthony ("**Executive**").

WHEREAS, the Company desires to employ Executive, and Executive desires to accept such employment, upon and subject to the terms and conditions of this Agreement.

WHEREAS, the Executive acknowledges that by virtue of their position with the Company, they will have access to Company Confidential and Proprietary Information and Customer Relationships, as those terms are defined by this Agreement or otherwise interpreted under Florida law.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. At-Will Employment. The parties' employment relationship (the "**Term**") shall be "at-will," meaning that either party may end the employment relationship at any time, with or without cause, and with or without notice. For the avoidance of doubt, the provisions of Sections 4 and 5 below shall survive any termination of the Term and/or this Agreement.

2. Position, Duties and Responsibilities

(a) Position. During the Term, Executive shall serve as Chief Financial Officer of the Company, reporting to the Chief Executive Officer, and shall perform such duties as are usual and customary for Executive's position. At the Company's request, Executive shall serve the Company and/or its subsidiaries or affiliates in such other capacities as the Company shall designate (without additional compensation).

(b) Exclusivity. During the Term, Executive shall devote Executive's best efforts and full business time and attention to the business and affairs of the Company, its subsidiaries and its affiliates. During the Term, Executive shall not (i) serve as an employee or consultant for any other entity or (ii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place Executive in a competing position to, that of the Company or any of its subsidiaries or affiliates. The Company acknowledges that Executive currently serves on two (2) Boards of Directors, not associated with the Company. The Company agrees that Executive may continue in her role as Director with said companies. Notwithstanding the foregoing, executive may serve on additional Boards of Directors with the prior written approval of the Company, which approval shall not be unreasonably withheld.

(c) Principal Location. During the Term, Executive shall perform the services required by this Agreement primarily at the Company's facilities in West Palm Beach, Florida except for travel as may be reasonably necessary to fulfill Executive's duties and responsibilities hereunder. Executive agrees to provide the services required by this Agreement in person at the Company's facilities in West Palm Beach, Florida for at least two (2) weeks per month.

3. Compensation and Benefits; Expenses.

(a) Compensation. Executive's annual salary, bonus potential, and long term equity incentives are set forth in Exhibit A hereto.

(b) Benefits; Vacation. During the Term, Executive will become eligible to participate in the Company's applicable health, welfare and retirement benefit plans, policies and programs including health insurance for Executive's self, spouse, and minor and special needs dependents. Executive shall be eligible for the standard number of vacation days as all other executives as defined by Company policy. At present, Company policy states that all employees are eligible for twenty (20) days of paid vacation per calendar year, plus Company holidays. Nothing contained in this Section 3(b) shall create or be deemed to create any obligation on the part of the Company to adopt or maintain, or restrict the Company's ability to amend or terminate, any health, welfare, retirement, fringe, vacation, or other benefit plan(s) or program(s) at any time.

(c) Expenses. During the Term, Executive shall be entitled to receive prompt reimbursement for all reasonable and necessary travel and other business expenses properly incurred by Executive (subject to Executive's proper substantiation of such expenses).

4. Obligations upon Termination.

(a) General. In the event that Executive's employment under this Agreement terminates during the Term for any reason, upon such termination, the Company shall pay to Executive (or Executive's estate) in a single lump sum payment, within thirty (30) days after the Termination Date (as defined below), or such earlier date as may be required by applicable law, the aggregate amount (in each case, if any) of: (i) any earned but unpaid Base Salary through the Termination Date, (ii) to the extent required by applicable law, any accrued, unused vacation through the Termination Date, and (iii) unreimbursed business expenses incurred prior to the Termination Date that are reimbursable in accordance with Section 3(c) above (together, the "**Accrued Obligations**"). Vested benefits (if any) under any employee benefit plans shall be governed by the terms and conditions of the applicable plans.

(b) Termination of Offices and Directorships; Full Settlement. Upon termination of Executive's employment for any reason, unless otherwise specified in a written agreement between Executive and the Company, Executive shall be deemed to have resigned from all offices, directorships, and other employment positions then held with the Company or its affiliates and shall take all actions reasonably requested by the Company to effectuate the foregoing. Except as expressly provided in this Agreement, the Company shall have no further obligations, and Executive shall have no further rights or entitlements, in connection with or following Executive's termination of employment.

(c) Return of Property. Upon termination of Executive's employment for any reason (or such earlier date as may be required by the Company), Executive shall return to the Company (i) all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones and pagers), access or credit cards, Company identification, and any other Company-owned property in Executive's possession or control, and (ii) all documents and copies, including hard and electronic copies, of documents in Executive's possession relating to any confidential information of the Company and its affiliates including without limitation, internal and external business forms, manuals, correspondence, notes and computer programs, and Executive shall not make or retain any copy or extract of any of the foregoing.

5. Restrictive Covenants. To protect the trade secrets and Confidential Information (as defined below) of the Company and its subsidiaries and affiliates (together, the "**Company Group**") and its customers and clients that have been and will be entrusted to Executive, the business goodwill of the Company Group that will be developed in and through Executive and the business opportunities that will be disclosed or entrusted to Executive by the Company Group, and in consideration of the payment or provision of the compensation and benefits hereunder by the Company and Executive's continued employment with the Company or its affiliates, and further as a material inducement for the Company to enter into this Agreement with Executive, Executive hereby acknowledges and agrees to be bound by the restrictive covenants set forth in this Section 5, which shall be in addition to (not in lieu of) any similar covenants or restrictions otherwise agreed to by Executive in any arrangement with the Company Group (together, the "**Restrictions**"):

(a) Nondisclosure of Confidential Information. Executive acknowledges that it is the policy of the Company Group to maintain as secret and confidential (A) all valuable and unique information; (B) other information heretofore or hereafter acquired by the Company Group and deemed by it to be confidential; and (C) information developed or used by the Company Group relating to the business, operations, employees and/or customers of the Company Group including, but not limited to, any employee information (all such information described in the foregoing clauses (A), (B) and (C) (other than information which is (x) known to the public or becomes known to the public through no fault of Executive; (y) received by Executive on a non-confidential basis from a Person that is not bound by an obligation of confidentiality to the Company Group; or (z) in Executive's possession prior to receipt from the Company Group, as evidenced by Executive's written records) is hereinafter referred to as "**Confidential Information**"). The parties hereto recognize that the services to be performed by Executive pursuant to this Agreement are special and unique and that by reason of Executive's employment by the Company, Executive may acquire Confidential Information. Executive recognizes that all such Confidential Information is the property of the Company Group. Accordingly, Executive shall not at any time during or after the Term, except in the proper performance of Executive's duties under this Agreement, directly or indirectly, without the prior written consent of the Board, disclose to any Person (as defined below) other than the Company, whether or not such Person is a competitor of the Company Group, and shall use Executive's best efforts to prevent the publication or disclosure of, any Confidential Information obtained by, or which has come to the knowledge of, Executive prior or subsequent to the date hereof. For purposes of this Agreement, "**Person**" shall mean any individual, corporation, limited liability company, partnership, firm or other business of whatever nature.

(b) Non-Competition. During the Term and for twelve (12) months thereafter (the "**Restricted Period**"), Executive shall not provide services that are the same as or similar to the services that Executive provided for the Company, in the continental United States and any other geographic area where Executive worked or had responsibility during the last twelve (12) months of Executive's employment with the Company. Executive acknowledges and agrees that Executive was given at least 7 days to review and consider this covenant before entering into this Agreement, and was also advised in writing of the right to seek counsel prior to signing this Agreement.

(c) Non-Solicitation of Company Group Personnel. During the Restricted Period, Executive shall not, in any manner (whether on Executive's own account, or as an employee, director, consultant, contractor, agent, partner, manager, joint venturer, owner, operator or officer of any other Person, or in any other capacity) either directly or indirectly (i) solicit for employment or engagement any Person who was employed by the Company Group and personally interacted with Executive during the Term and, at the time of such solicitation is or was employed or engaged by the Company Group as an employee, consultant, independent contractor or other individual service provider; or (ii) solicit, canvass, induce or encourage any employee, consultant, independent contractor or other individual service provider of the Company Group who personally interacted with Executive during the Term to leave the employment or service of, or cease providing services to, the Company Group, as applicable. Nothing contained in this Section 5(c) shall restrict Executive from conducting any general advertisement or solicitation (or any hiring pursuant to such advertisement or solicitation) for employees that is not targeted at any employee of the Company Group, including, without limitation, through the use of employment agencies.

(d) Non-Solicitation of Customers. During the Restricted Period, Executive shall not, in any manner, (whether on Executive's own account, or as an employee, director, consultant, contractor, agent, partner, manager, joint venturer, owner, operator or officer of any other Person, or in any other capacity) either directly or indirectly: (i) solicit or attempt to solicit business from, aid or induce any customer of the Company Group who was a customer during the Term and with whom Executive had material contact to purchase goods or services of the type sold by the Company Group or assist or aid any other individual or entity in identifying or soliciting any such customer who was a customer during the Term and with whom Executive had material contact to purchase goods or services of the type sold by the Company Group; (ii) induce or attempt to induce any customer, supplier or other business relation of the Company Group who was a customer, supplier or other business relation of the Company Group during the Term and with whom Executive had material contact to terminate, reduce, or otherwise adversely change its relationship with the Company Group; or (iii) interfere, or aid or induce any other individual or entity in interfering, with the relationship between the Company Group, on the one hand, and any customer, supplier or other business relation of the Company Group who was a customer, supplier or other business relation of the Company Group during the Term and with whom Executive had material contact, on the other hand.

(e) Non-Disparagement. During the Restricted Period, Executive acknowledges and agrees that Executive will not, and will cause Executive's heirs and affiliates not to, make or cause to be made any public statements that disparage the Company Group or any of its employees, officers, directors, shareholders and/or agents; provided, that nothing in this Section 5(e) shall prevent Executive from (i) responding truthfully to subpoenas or other similar forms of legal process as issued by a court of law or government agency having jurisdiction over the matter or responding truthfully to any inquiry initiated and made by any governmental entity having authority to initiate and make an inquiry; provided, however, that in the event disclosure is required by law or sought by way of a government inquiry, Executive shall, if permitted by law, provide the Company with prompt notice before such disclosure, sufficient to enable the Company Group to either seek a protective order, at its expense, or other appropriate remedy preventing or prohibiting such disclosure (and Executive shall reasonably cooperate with the Company Group in seeking any such protective order or other appropriate remedy); (ii) reporting violations of law; or (iii) engaging in protected concerted activity or other conduct which by applicable law cannot be subject to such a covenant not to disparage.

(f) Ownership of Developments. All processes, concepts, techniques, inventions and works of authorship, including new contributions, improvements, formats, packages, programs, systems, machines, compositions of matter manufactured, developments, applications and discoveries, and all copyrights, patents, trade secrets, or other intellectual property rights associated therewith conceived, invented, made, developed or created by Executive during the Term either during the course of performing work for the Company Group, or its clients, or which are related in any manner to the Company Business (commercial or experimental) or its clients (collectively, the "**Work Product**") shall belong exclusively to the Company Group and shall, to the extent possible, be considered a work made for hire by Executive for the Company Group within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made for hire by Executive for the Company Group, Executive hereby irrevocably assigns and automatically irrevocably assigns at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest Executive may have in such Work Product and waives all moral rights with respect thereto. Upon the request of the Company Group, Executive shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. Executive shall further: (i) promptly disclose the Work Product to the Company Group and (ii) give testimony in support of Executive's inventions or other Work Product, all at the sole cost and expense of the Company Group. Executive hereby designates and appoints the Company Group and its duly authorized officers and agents as Executive's agent and attorney in fact, with full power of substitution, to act for and in Executive's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents or copyright registrations thereon with the same legal force and effect as if executed by Executive if the Company Group is unable because of Executive's mental or physical incapacity or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations assigned to the Company Group in accordance herewith, said power being coupled with an interest and being irrevocable. Executive represents and warrants that Executive has disclosed to the Company Group all inventions, original works of authorship, developments, improvements, and trade secrets which were conceived of, reduced to practice, created or otherwise developed prior to Executive's employment with the Company Group which belong to Executive, which relate to the Company Business, the Company's products or services, and which are not assigned to the Company Group hereunder. Executive shall not incorporate into or use any of the foregoing in connection with any Company Group product or service without first providing written notice thereof to the Company Group and obtaining the Company Group's written consent. If in the course of Executive's employment with the Company Group, Executive incorporates into a Company product or service any of the foregoing, Executive hereby grants to the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, sublicense and sell same as part of or in connection with such product or service.

(g) Certain Exceptions. Pursuant to the Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of any Confidential Information that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) if Executive files a lawsuit for retaliation by Executive's employer for reporting a suspected violation of law, Executive may disclose trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive: (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

(h) Extension of Time. If Executive violates any provision of Sections 5(b), (c), (d) or (e), and the Company Group seeks injunctive relief with respect to any such violation, then the applicable Restricted Period shall be extended for an additional period of time equal to the time period in which such proceeding (including all appeals) is pending.

(i) Interpretation. For the avoidance of doubt, the non-competition covenant(s) and restrictions in this Agreement are specifically intended by the Parties to be governed and interpreted by Sections 542.41-542.45, Florida Statutes as a covered agreement. The Parties agree that the Company is a covered employer, and that Executive is a covered employee within the meaning of those statutory sections. If any provision of this Agreement is deemed to be unenforceable or not considered a covered agreement within the meaning of Sections 542.41-542.45, Florida Statutes, the Parties specifically agree that any conflicting, offending or unenforceable provision shall be interpreted and separately enforceable and valid under Section 542.335, Florida Statutes. If the covenants set forth in this Section 5 are determined by any court of competent jurisdiction to be unenforceable by reason of extending for too great of a period of time or over too great a geographic area, or by reason of being too extensive in any other respect, the applicable covenant shall be interpreted to provide for the longest period of time, over the greatest geographic area and/or the broadest scope of activities and to otherwise have the broadest application, as shall be enforceable by applicable law. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, which shall continue in full force and effect. Without limiting the foregoing, the covenants set forth in this Section 5 shall be construed as separate covenants, covering their respective subject matters, with respect to each of the separate cities, counties and states of the United States, and each other country, and political subdivision thereof, in which the business of the Company Group is being conducted.

(j) Continuing Operation; Survival. None of the termination of Executive's employment, the Term or this Agreement will have any effect on the continuing operation of this Section 5 and the Restrictions referenced herein, and this Section 5 and the Restrictions shall continue to apply in accordance with their respective terms during and after Executive's employment with the Company, whether or not any other provisions of this Agreement remain in effect at such time.

(k) Remedies. Executive acknowledges and understands that this Section 5 and the other provisions of this Agreement are of a special and unique nature, the breach of which cannot be adequately compensated for in damages by an action at law, and that any breach or threatened breach of such provisions would cause the Company Group irreparable harm. In the event of a breach or threatened breach by Executive of the provisions of this Agreement, the Company shall be entitled to an injunction restraining Executive from such breach, without the requirement of any bond or other security. Nothing contained in this Section 5 shall be construed as prohibiting the Company from pursuing, or limiting the Company's ability to pursue, any other remedies available for any breach or threatened breach of this Agreement by Executive.

(l) Review. Executive acknowledges and agrees that they were provided this Agreement and given at least seven (7) days to review this Agreement prior to signing. The Company advises Employee of the right to seek the advice of counsel prior to signing.

6. Successors. This Agreement is personal to Executive and, without the prior written consent of the Company, shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. The Company may in its sole discretion assign its rights and obligations under this Agreement, without the consent of Executive, including to any of its subsidiaries or affiliates or to any Person which at any time, by purchase, reorganization, merger or otherwise, directly or indirectly acquires all or substantially all of the assets of business of the Company. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. As used in this Agreement, "Company" shall mean the Company (as defined in this Agreement) and any successor or assign thereof.

7. Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered either personally, by reputable overnight courier or by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:

At Executive's last known address
evidenced on the Company's
payroll records.

If to the Company:

ONE Nuclear Energy LLC
Attn: Kevin Dowd – Chief Operating Officer
kdowd@onenuclearenergy.com
700 S Rosemary Ave, Suite 204
West Palm Beach, FL 33401

or to such other address as any party may have furnished to the other in writing in accordance with this Agreement, except that notices of change of address shall be effective only upon receipt.

8. Withholding. All payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation and the Company and its affiliates shall be entitled to withhold any and all such taxes from amounts payable hereunder.

9. Amendment; Waiver; Survival. No provisions of this Agreement may be amended, modified, or waived unless agreed to in writing and signed by Executive and by a duly authorized officer of the Company. No waiver by either party of any breach by the other party of any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The respective rights and obligations of the parties under this Agreement shall survive Executive's termination of employment and the termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

10. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law principles. The parties agree that any litigation arising under this Agreement shall be brought in the state or federal courts of Florida.

11. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

13. Section Headings. The section headings in this Agreement are for convenience of reference only, and they form no part of this Agreement and will not affect its interpretation.

14. Entire Agreement. This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by the Company and Executive, or any representative of the Company or Executive, with respect to the subject matter hereof, and any offer letter or employment agreement between Executive and the Company or any of its affiliates or any of their respective predecessors, is hereby terminated and shall be of no further force or effect from and after the Effective Date.

15. Further Assurances. The parties hereby agree, without further consideration, to execute and deliver such other instruments and to take such other action as may reasonably be required to effectuate the terms and provisions of this Agreement.

16. Representations. **Executive hereby represents and warrants to the Company that (a) Executive is entering into this Agreement voluntarily and that the performance of Executive's obligations hereunder will not violate any agreement between Executive and any other person, firm, organization or other entity, and (b) Executive is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by Executive's entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement.**

*( the remainder of this page has been intentionally left blank )*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date written above.

"COMPANY"

ONE NUCLEAR ENERGY INC.

By: */s/ Kevin Dowd*
Name: Kevin Dowd
Title: Chief Operating Officer
Date: Aug 10, 2026

"EXECUTIVE"

*/s/ Ann Anthony*
Name: Ann Anthony
Date: 8/11/2026

**EXHIBIT A**

**COMPENSATION**

**__Annual Salary__:** $425,000 annualized salary.

**__Annual Bonus__:** You will be eligible for an Annual Performance Bonus of up to one hundred percent (100%) of your annual base salary, based on the sole discretion of ONE's Compensation Committee and the Board of Directors. Your Annual Performance Bonus will be paid in a combination of cash and stock as follows:

- Cash Component - Twenty-five percent (25%) of your Annual Performance Bonus will be payable in cash.

- Stock Component - Seventy-five percent (75%) of your Annual Performance Bonus will be paid in the form of Restricted Stock Units ("RSU") in the form of common stock of ONE Nuclear Energy, Inc with a time-based vesting schedule. All RSUs granted to you under the Annual Performance Bonus are subject to a time-based 4-year quarterly vesting schedule with a 1-year cliff.

**__Annual Long-Term Incentive Grant__:** You are eligible for an Annual Long-Term Incentive Grant of up to fifty percent (50%) of your annual base salary, based on the sole discretion of ONE's Compensation Committee and the Board of Directors, to be granted at the beginning of each calendar year.

For the initial grant year, the vesting schedule will be as follows:

- Time Based Vesting (50%) - Fifty Percent of the RSUs granted to you under the Annual Long-Term Incentive Grant will be subject to a time-based 4-year quarterly vesting schedule with a 1-year cliff.

- Performance Based Vesting (50%) – Fifty Percent of the RSUs granted to you under the Annual Long-Term Incentive Grant will be subject to a performance based vesting schedule as follows:

    - 12.5% - will vest upon the first instance of the stock closing with a price at or above $15.00 for 10 consecutive trading days within five (5) years of the date of the grant.

    - 12.5% - will vest upon the first instance of the stock closing with a price at or above $17.50 for 10 consecutive trading days within five (5) years of the date of the grant.

    - 12.5% - will vest upon the first instance of the stock closing with a price at or above $20.00 for 10 consecutive trading days within five (5) years of the date of the grant.

    - 12.5% - will vest upon the first instance of the stock closing with a price at or above $25.00 for 10 consecutive trading days within five (5) years of the date of the grant.

For following grant years, the specific terms and performance metrics of the *Annual Long-Term Incentive Grant* shall be determined by the Compensation Committee and the Board of Directors as part of the ONE Nuclear Energy Inc. 2026 Equity and Incentive Plan on an annual basis.

**__One Time Equity Grant__**: You will receive an Initial One-Time RSU Stock Grant in the form of common stock of ONE Nuclear Energy Inc, on the first day of trading on NASDAQ, in a number of shares equivalent to one percent (1%) of the Membership Units of ONE Nuclear Energy LLC on a pre-merger basis. These RSUs will be granted out of the reserve shares held in the ONE Nuclear Energy Inc. 2026 Equity and Incentive Plan.

These RSUs will be subject to partially time based (50%) and partially performance based (50%) vesting requirements.

i) Time Based Vesting – Fifty percent (50%) of the shares shall be subject to time vesting:

a. 16.66% shall vest on the first-year anniversary following the grant.

b. 16.66% shall vest on the second-year anniversary following the grant.

c. 16.67% vest on the third-year anniversary following the grant.

ii) Performance Based Vesting – Fifty Percent (50%) of the shares shall be subject the following performance based vesting metrics:

a. 12.5% upon ONE Nuclear Energy Inc. executing its first binding Power Purchase Agreement (PPA) with an off-taker.

b. 12.5% upon ONE Nuclear Energy Inc. securing financing and a Notice to Proceed (NTP) for the first energy development project.

c. 12.5% upon ONE Nuclear Energy Inc. achieving the Commercial Operation Date (COD) on its first energy development project.

d. 12.5% upon ONE Nuclear Energy Inc's common stock achieving a 120-day VWAP of $25/share.

The grant of any equity awards will be subject to completion of the de-SPAC transaction, and the approval of the Compensation Committee of ONE Nuclear Energy Inc.

The full and complete terms of any equity grants/awards shall be set forth in ONE's equity plan documents.

**Vesting of the One Time Equity Grant Upon Death or Disability**:

i) **Vesting Upon Death**. In the event of the Executive's death, one hundred percent (100%) of any Membership Unit Rights and RSUs granted under the One Time Membership Unit Rights Grant Section, shall automatically vest but shall be subject to restrictions on transfer for the remainder of the original vesting period for the underlying securities.

ii) **Vesting Upon Disability.** In the event of the Executive being deemed one hundred percent (100%) disabled, by two licensed physicians, one (1) selected by the Executive and one (1) selected by ONE, fifty percent (50%) of any Membership Unit Rights and RSUs granted under the One Time Membership Unit Rights Grant Section, shall automatically vest but shall be subject to restrictions on transfer for the remainder of the original vesting period for the underlying securities.

**Vesting of the One Time Equity Grant Upon Change of Control:**

i) Prior to the adoption of the ONE Nuclear Energy Inc. 2026 Equity and Incentive Plan, "Change in Control" shall mean (i) an acquisition of more than 50% of the Company's outstanding equity by a single person or group, (ii) a merger in which existing equity holders receive less than 50% of the surviving entity, or (iii) a sale of all or substantially all of the Company's assets.

ii) Upon a Change in Control resulting from (i) an acquisition of more than 50% of the Company's outstanding equity by a single person or group or (ii) a merger in which existing equity holders receive less than 50% of the surviving entity, all equity granted under the One Time Equity Grant shall immediately vest but shall be subject to restrictions on transfer for the remainder of the original vesting period for the underlying securities.

iii) Upon a Change in Control resulting from a sale of all or substantially all of the Company's assets, all equity granted under the One Time Equity Grant shall immediately vest with no further contractual restrictions.

iv) For the avoidance of doubt, the de-SPAC merger with Hennessy Capital Investment Corp. VII (and all transactions contemplated thereby, including the issuance of shares in connection with a PIPE offering or other capitalization) shall not constitute a Change in Control for purposes of this Section.

**Additional Benefits:** Subject to availability requirements, you will be eligible to participate on the same basis as similarly situated employees in ONE's benefit plans in effect from time to time during your employment, which will include health insurance for you, your spouse, and minor and special needs dependents. All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan. ONE reserves the right to modify, amend, or discontinue any benefits, policies, or rules at any time, in ONE's sole discretion.

**Resignation:** If Executive resigns on Executive's own accord, (a) all unvested Membership Rights shall be terminated and (b) Executive shall not be entitled to any severance payment.

**Termination "For Cause":**

i) shall retain any Membership Rights vested as of the date of termination.

ii) Vested Membership Rights shall remain subject to their original restrictions.

iii) Any Membership Rights not vested as of the date of termination shall be forfeited.

iv) Any Performance-Based Equity not vested as of the date of termination shall be forfeited.

**Termination "Without Cause":**

i) shall retain any Membership Rights vested as of the date of termination.

ii) Any Membership Rights not vested as of the date of termination shall immediately vest but shall retain their original restrictions.

iii) shall be compensated with a severance payment equal to twelve (12) months base salary.

iv) shall receive up to twelve (12) months of COBRA insurance paid for by the Company for Executive and spouse.

**Exhibit 14.1**

**CODE OF CONDUCT AND ETHICS**
**OF**
**ONE NUCLEAR ENERGY INC.**

**Adopted: September 23, 2026**

The Board of Directors (the "*Board*") of ONE Nuclear Energy Inc. (the "*Company*") has adopted this Code of Conduct and Ethics (this "*Code*") to

- provide value to our stockholders;
- encourage honest and ethical conduct, including fair dealing and the ethical handling of conflicts of interest;
- promote full, fair, accurate, timely and understandable disclosure;
- comply with applicable laws and governmental rules and regulations;
- promote internal reporting of violations of this Code;
- protect the Company's legitimate business interests, including corporate opportunities, assets and confidential information; and
- deter wrongdoing.

All directors, officers, employees and independent contractors of the Company are expected to be familiar with this Code and to adhere to the principles and procedures set forth in this Code. For purposes of this Code, "you" refers to all directors, officers, employees and independent contractors, collectively.

**I. Honest and Ethical Conduct**

All directors, officers, employees and independent contractors owe duties to the Company to act with integrity. Integrity requires, among other things, being honest and ethical. This includes the ethical handling of actual or apparent conflicts of interest between personal and professional relationships. Deceit and subordination of principle are inconsistent with integrity.

All directors, officers, employees and independent contractors have the following duties:

- To conduct business with professional courtesy and integrity, and to act honestly and fairly without prejudice in all commercial dealings;
- To work in a safe, healthy, and efficient manner, using skills, time, and experience to the fullest extent of one's abilities;
- To comply with applicable laws, Company policies, and job requirements, and to adhere to a high standard of business ethics;
- To observe both the form and spirit of applicable laws, governmental rules, regulations, and accounting standards;
- Not to knowingly make any misleading statements to any person or be a party to any improper practice in relation to dealings with or by the Company;
- To ensure that Company resources and property are used properly;
- To maintain the confidentiality of information where required or consistent with Company policies; and

- Not to disclose information or documents relating to the Company or its business, except as required by law; not to make any unauthorized public comment on Company affairs; not to misuse any information about the Company or its associates; and not to accept improper or undisclosed material personal benefits from third parties as a result of any Company transaction.

**II. Conflicts of Interest**

A "conflict of interest" arises when an individual's personal interest interferes or appears to interfere with the interests of the Company. A conflict of interest can arise when a director, officer or employee takes actions or has personal interests that may make it difficult to perform his or her Company work objectively and effectively.

There are a variety of situations in which a conflict of interest may arise. While it would be impractical to attempt to list all possible situations, some common types of conflicts may be:

- To serve as a director, employee, or contractor for a company that has a business relationship with, or is a competitor of, the Company;

- To have a financial interest in a competitor, supplier, or customer of the Company;

- To receive improper personal benefits from a competitor, supplier, or customer as a result of any transaction or transactions of the Company;

- To accept a personal benefit beyond ordinary business entertainment or nominal gifts, such as a meal or a coffee mug;

- To present at a conference where the sponsor has a real or potential business relationship with the Company (e.g., as a vendor, customer, or investor) and offers travel, accommodations, or other benefits materially in excess of the Company's standard practices; or

- To use, for personal gain rather than for the benefit of the Company, an opportunity discovered through your role with the Company.

Fidelity or service to the Company should never be subordinated to or dependent on personal gain or advantage. Conflicts of interest should be avoided.

In most cases, anything that would constitute a conflict for a director, officer or employee also would present a conflict if it is related to a member of his or her family.

Where an otherwise questionable relationship is disclosed to the Board and any necessary action is taken to ensure there will be no effect on the Company, such relationship or interest is not considered a conflict unless otherwise determined by the Board.

Evaluating whether a conflict of interest exists can be difficult and may involve a number of considerations. Please refer to other policies, such as the employee handbook, for further information. We also encourage you to seek guidance from your manager, Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents, when you have any questions or doubts.

**III. Disclosure**

Each director, officer or employee, to the extent involved in the Company's disclosure process, including the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents (the "*Senior Financial Officers*"), is required to be familiar with the Company's disclosure controls and procedures applicable to him or her so that the Company's public reports and documents comply in all material respects with the applicable securities laws and rules. In addition, each such person having direct or supervisory authority regarding these securities filings or the Company's other public communications concerning its general business, results, financial condition and prospects should, to the extent appropriate within his or her area of responsibility, consult with other Company officers and employees and take other appropriate steps regarding these disclosures with the goal of making full, fair, accurate, timely and understandable disclosure.

Each director, officer or employee, to the extent involved in the Company's disclosure process, including the Senior Financial Officers, must:

- Familiarize himself or herself with the disclosure requirements applicable to the Company as well as the business and financial operations of the Company.

- Not knowingly misrepresent, or cause others to misrepresent, facts about the Company to others, whether within or outside the Company, including to the Company's independent auditors, governmental regulators and self-regulatory organizations.

**IV. Compliance**

It is the Company's policy to comply with all applicable laws, rules and regulations. It is the personal responsibility of each employee, officer and director to adhere to the standards and restrictions imposed by those laws, rules and regulations in the performance of their duties for the Company, including those relating to accounting and auditing matters and insider trading.

The Board endeavors to ensure that the directors, officers and employees of the Company act with integrity and observe the highest standards of behavior and business ethics in relation to their corporate activities.

Specifically, directors, officers and employees must:

- Comply with the law;

- Act in the best interests of the Company;

- Be responsible and accountable for their actions; and

- Observe the ethical principles of fairness, honesty, and truthfulness, including the disclosure of potential conflicts of interest and any other transaction or relationship that could reasonably be expected to give rise to a conflict of interest.

Generally, it is against Company policies for any individual to profit from undisclosed information relating to the Company or any other company in violation of insider trading or other laws. Anyone who is aware of material nonpublic information relating to the Company, our customers, or other companies may not use the information to purchase or sell securities in violation of securities laws.

If you are uncertain about the legal rules involving your purchase or sale of any Company securities or any securities in companies that you are familiar with by virtue of your work for the Company, you should consult with the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents, before making any such purchase or sale. Other policies issued by the Company also provide guidance as to certain of the laws, rules and regulations that apply to the Company's activities.

**V. Reporting and Accountability**

The Board of Directors has the authority to interpret this Code in any particular situation. Any director, officer or employee who becomes aware of any violation of this Code is required to notify the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents, promptly.

Any questions relating to how this Code should be interpreted or applied should be addressed to your manager, Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents. Any material transaction or relationship that could reasonably be expected to give rise to a conflict of interest, as discussed in Section II of this Code, should be discussed with your manager, Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents. A director, officer or employee who is unsure of whether a situation violates this Code should discuss the situation with the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents, to prevent possible misunderstandings and embarrassment at a later date.

Each director, officer or employee must:

- Notify the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents, promptly of any existing or potential violation of this Code.

- Not retaliate against any other director, officer or employee for reports of potential violations.

The Company will follow the following procedures in investigating and enforcing this Code and in reporting on the Code:

- The Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents, as the case may be, will take all appropriate action to investigate any violations reported. In addition, the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents, as appropriate, shall report each violation and alleged violation involving a director or an executive officer to the Chairman of the Board of Directors. To the extent he or she deems appropriate, the Chairman of the Board of Directors shall participate in any investigation of a director or executive officer. After the conclusion of an investigation of a director or executive officer, the conclusions shall be reported to the Board of Directors.

- The Board of Directors will conduct such additional investigation as it deems necessary. The Board will determine whether a director or executive officer has violated this Code. Upon being notified that a violation has occurred, the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents, as the case may be, will take such disciplinary or preventive action as deemed appropriate, up to and including dismissal or, in the event of criminal or other serious violations of law, notification of appropriate law enforcement authorities.

*While the Company encourages internal reporting to the Company of concerns, nothing in this Code restricts or limits your ability to report concerns directly to a regulatory agency.*

**VI. Corporate Opportunities**

Employees, officers and directors are prohibited from taking (or directing to a third party) a business opportunity that is discovered through the use of corporate property, information or position, unless the Company has already been offered the opportunity and turned it down. More generally, employees, officers and directors are prohibited from using corporate property, information or position for personal gain and from competing with the Company.

Sometimes, the line between personal and Company benefits is difficult to draw, and sometimes there are both personal and Company benefits in certain activities. Employees, officers and directors who intend to make use of Company property or services in a manner not solely for the benefit of the Company should consult beforehand with their manager, the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents.

**VII. Confidentiality**

In carrying out the Company's business, employees, officers and directors often learn confidential or proprietary information about the Company, its customers, suppliers, or joint venture parties. Employees, officers and directors must maintain the confidentiality of all information so entrusted to them, except when disclosure is authorized or legally mandated. Confidential or proprietary information of our Company, and of other companies, includes any nonpublic information that would be harmful to the relevant company or useful or helpful to competitors if disclosed.

**VIII. Fair Dealing**

We operate based on our core values of responsiveness, openness, honesty and trust with our customers, business partners, employees and stockholders. We do not seek competitive advantages through illegal or unethical business practices. Each employee, officer and director should endeavor to deal fairly with the Company's customers, service providers, suppliers, competitors and employees. No employee, officer or director should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any unfair dealing practice.

**IX. Protection and Proper Use of Company Assets**

All employees, officers and directors should protect the Company's assets and ensure their efficient use. All Company assets should be used only for legitimate business purposes. Theft, carelessness and waste have a direct impact on our profit.

**X. Waivers and Amendments**

From time to time, the Company may waive provisions of this Code. Any employee or director who believes that a waiver may be called for should discuss the matter with their manager, the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer, or their equivalents.

Any waiver of the Code for executive officers (including Senior Financial Officers) or directors of the Company may be made only by the Board of Directors and must be promptly disclosed to stockholders along with the reasons for such waiver in a manner as required by applicable law or the rules of the applicable stock exchange. Any amendment or waiver of any provision of this Code must be approved in writing by the Board or, if appropriate, its delegate(s) and promptly disclosed pursuant to applicable laws and regulations.

Any waiver or modification of the Code for a Senior Financial Officer will be promptly disclosed to stockholders if and as required by applicable law or the rules of the applicable stock exchange.

The Company is committed to continuously reviewing and updating its policies, and therefore reserves the right to amend this Code at any time, for any reason, subject to applicable law.

**Exhibit 21.1**

**SUBSIDIARIES OF ONE NUCLEAR ENERGY INC.**

The following is a subsidiary of ONE Nuclear Energy Inc. as of September 23, 2026:

| Name of Subsidiary | Jurisdiction of Organization |
|---|---|
| ONE Nuclear Energy LLC | Delaware |

**Exhibit 99.1**

**INDEX TO CONDENSED FINANCIAL STATEMENTS**
**ONE NUCLEAR ENERGY LLC**

**ONE NUCLEAR ENERGY LLC**
**CONDENSED BALANCE SHEETS**

| | June 30, 2026 (Unaudited) | December 31, 2025 |
|---|---|---|
| **ASSETS** | | |
| Cash | $ 2,588 | $ 130 |
| Total current assets | 2,588 | 130 |
| **TOTAL ASSETS** | $ 2,588 | $ 130 |
| | | |
| **LIABILITIES AND MEMBERS' DEFICIT** | | |
| Accounts payable and accrued expenses | $ 2,271,818 | $ 650,213 |
| Notes payable - B. Riley Capital | 166,975 | - |
| Notes payable - HVII | 300,000 | 300,000 |
| Total current liabilities | 2,738,793 | 950,213 |
| **TOTAL LIABILITIES** | 2,738,793 | 950,213 |
| | | |
| **COMMITMENTS AND CONTINGENCIES (Note 8)** | | |
| | | |
| **MEMBERS' DEFICIT** | | |
| Membership units, 10,000,000 units authorized, issued and outstanding | 100 | 100 |
| Additional paid-in capital | 42,520 | 25,719 |
| Accumulated deficit | (2,778,825) | (975,902) |
| Total members' deficit | (2,736,205) | (950,083) |
| **TOTAL LIABILITIES AND MEMBERS' DEFICIT** | $ 2,588 | $ 130 |

*The accompanying notes are an integral part of these unaudited condensed financial statements.*

**ONE NUCLEAR ENERGY LLC**
**CONDENSED STATEMENTS OF OPERATIONS**
**(Unaudited)**

| | For the Three Months Ended June 30, 2026 | For the Three Months Ended June 30, 2025 | For the Six Months Ended June 30, 2026 | For the Period from February 10, 2025 (inception) through June 30, 2025 |
|---|---|---|---|---|
| Operating expenses | | | | |
| General and administrative | $ 953,362 | $ 10 | $ 1,720,432 | $ 10 |
| Loss from operations | (953,362) | (10) | (1,720,432) | (10) |
| Other expenses | | | | |
| Commitment fees | 45,705 | - | 82,491 | - |
| Total other expenses | 45,705 | - | 82,491 | - |
| Net loss | $ (999,067) | $ (10) | $ (1,802,923) | $ (10) |
| Weighted average number of member units outstanding, basic and diluted | 10,000,000 | 10,000,000 | 10,000,000 | 10,000,000 |
| Basic and diluted net loss per member unit | $ (0.10) | $ - | $ (0.18) | $ - |

*The accompanying notes are an integral part of these unaudited condensed financial statements.*

**ONE NUCLEAR ENERGY LLC**
**CONDENSED STATEMENTS OF CHANGES IN MEMBERS' DEFICIT**
**(Unaudited)**

| | Membership Interests | | | | Additional Paid-in | | Accumulated | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Units | | Amount | | Capital | | Deficit | | Total | |
| Balance, December 31, 2025 | 10,000,000 | $ | 100 | $ | 25,719 | $ | (975,902) | $ | (950,083) |
| Equity-based compensation | - | | - | | 8,354 | | - | | 8,354 |
| Net loss | - | | - | | - | | (803,856) | | (803,856) |
| Balance, March 31, 2026 | 10,000,000 | | 100 | | 34,073 | | (1,779,758) | | (1,745,585) |
| Equity-based compensation | - | | - | | 8,447 | | - | | 8,447 |
| Net loss | - | | - | | - | | (999,067) | | (999,067) |
| Balance, June 30, 2026 | 10,000,000 | $ | 100 | $ | 42,520 | $ | (2,778,825) | $ | (2,736,205) |

| | Membership Interests | | | Accumulated | | | |
|---|---|---|---|---|---|---|---|
| | Units | | Amount | | Deficit | | Total |
| Balance, February 10, 2025 (inception) | - | $ | - | $ | - | $ | - |
| Balance, March 31, 2025 | - | | - | | - | | - |
| Issuance of membership units | 10,000,000 | | 100 | | - | | 100 |
| Net loss | - | | - | | (10) | | (10) |
| Balance, June 30, 2025 | 10,000,000 | $ | 100 | $ | (10) | $ | 90 |

*The accompanying notes are an integral part of these unaudited condensed financial statements.*

**ONE NUCLEAR ENERGY LLC**
**CONDENSED STATEMENTS OF CASH FLOWS**
**(Unaudited)**

| | For the Six Months Ended June 30, 2026 | For the Period from February 10, 2025 (inception) through June 30, 2025 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Net loss | $ (1,802,923) | $ (10) |
| Adjustments to reconcile net loss to net cash used in operations: | | |
| Equity-based compensation | 16,801 | - |
| Changes in operating assets and liabilities: | | |
| Accounts payable and accrued expenses | 1,621,605 | - |
| **CASH USED IN OPERATING ACTIVITIES** | (164,517) | (10) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Issuance of membership units | - | 100 |
| Proceeds from note payable | 166,975 | - |
| **CASH PROVIDED BY FINANCING ACTIVITIES** | 166,975 | 100 |
| **NET CHANGE IN CASH** | 2,458 | 90 |
| Cash, beginning of period | 130 | - |
| **Cash, end of period** | $ 2,588 | $ 90 |
| **SUPPLEMENTAL DISCLOSURE OF NONCASH FINANCING ACTIVITIES:** | | |
| Accrued commitment fees - HVII | $ 60,000 | $ - |
| Accrued commitment fees - B. Riley Capital | $ 22,352 | $ - |

*The accompanying notes are an integral part of these unaudited condensed financial statements.*

ONE NUCLEAR ENERGY LLC
NOTES TO THE UNAUDITED CONDENSED FINANCIAL STATEMENTS

**NOTE 1 – ORGANIZATION AND BASIS OF PRESENTATION**

***Organization***

ONE Nuclear Energy LLC (“ONE Nuclear,” “the Company,” or “ONE”) was formed on February 10, 2025 (inception) under the laws of Delaware to engage as a development stage Independent Power Producer (“IPP”). The Company is structured to develop, own, and operate a portfolio of behind-the-meter (BTM) microgrids and energy parks that bypass the congested centralized energy transmission infrastructure of the United States. By combining the rapid deployment capabilities of high-efficiency natural gas generation with the long-term decarbonization and baseload potential of advanced Small Modular Reactors (SMRs), ONE Nuclear will offer a differentiated, dual-phase infrastructure solution tailored to the inelastic demand of hyperscale artificial intelligence (AI) data centers and critical industrial facilities. ONE Nuclear’s objective is to cultivate a diverse and sector-agnostic client base of energy-intensive end-users, including not just hyperscale AI and cloud data centers, but also industrial manufacturers, refineries, desalination plants, and critical-infrastructure customers.

***Basis of Presentation***

The accompanying unaudited condensed financial statements of the Company as of June 30, 2026 have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) issued by the Financial Accounting Standards Board (“FASB”). The accompanying condensed financial statements reflect all adjustments including normal recurring adjustments, which, in the opinion of management, are necessary to present fairly the financial position, results of operations, and cash flows for the periods presented. References to GAAP issued by the FASB in these accompanying notes to the condensed financial statements are to the FASB Accounting Standards Codification (“ASC”).

Because the Company was formed on February 10, 2025, the comparative period presented in the accompanying condensed financial statements is the period from February 10, 2025 (inception) through June 30, 2025, which comprises less than five months of activity. Accordingly, the comparative period is not directly comparable to the three and six months ended June 30, 2026, and period-over-period comparisons of operating results and cash flows are of limited usefulness. The interim results for the three and six months ended June 30, 2026 are not necessarily indicative of the results to be expected for the period ended December 31, 2026 or for any future periods.

***Business Combination Agreement***

On October 22, 2025, Hennessy Capital Investment Corp. VII, a Cayman Islands exempted company, with limited liability (the “Purchaser” or “HVII”), Solis Merger Sub LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of the Purchaser (“Merger Sub”), and ONE Nuclear Energy, LLC, entered into a business combination agreement (as amended, the “Business Combination Agreement”) which contemplates an all-stock business combination transaction (the “Business Combination”) and aggregate consideration of $1.0 billion payable to the existing equityholders of the Company (the “Company Members”) (See Note 8).

**NOTE 2 – GOING CONCERN**

The Company’s only sources of liquidity have been cash from financing activities. The Company had a net loss of $1,802,923 for the six months ended June 30, 2026, and a working capital deficit of $2,736,205. Cash held as of June 30, 2026 was $2,588.

The Company's future capital requirements will depend on many factors, including the timing and extent of spending. In order to finance these opportunities, the Company will need to raise additional financing. While there can be no assurances, the Company intends to raise such capital through issuances of additional equity. If additional financing is required from outside sources, the Company may not be able to raise it on terms acceptable to the Company or at all. If the Company is unable to raise additional capital when desired, the Company's business, results of operations and financial condition would be materially and adversely affected.

As a result of the above, in connection with the Company's assessment of going concern considerations in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Subtopic 205-40, "Going Concern," management has determined that the Company's liquidity condition raises substantial doubt about the Company's ability to continue as a going concern through twelve months from the date these unaudited condensed financial statements are available to be issued. These financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to continue as a going concern.

## NOTE 3 – SIGNIFICANT ACCOUNTING POLICIES

***Use of Estimates***

The preparation of unaudited condensed financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect reported amounts of assets, liabilities, and expenses. Actual results may differ from such estimates, judgments, and assumptions.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate is the effect of a condition, situation or set of circumstances that existed at the date of the unaudited condensed financial statements, which could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from those estimates.

For the three and six months ended June 30, 2026, the Company recorded significant estimates related to equity-based compensation expense, including assumptions used in determining the fair value of equity awards. Changes in these assumptions or differences between estimated and actual outcomes could result in material adjustments to equity-based compensation expense in future periods.

***Cash and Cash Equivalents***

Cash and cash equivalents include cash on hand and deposits with financial institutions with original maturities of three months or less. At June 30, 2026 and December 31, 2025, cash totaled $2,588 and $130, respectively. There were no cash equivalents held during either period.

***Concentration of Credit Risk***

Financial instruments that potentially subject the Company to concentrations of credit risk consist of a cash account in a financial institution, which, at times may exceed the Federal Deposit Insurance Corporation (FDIC) coverage limit of $250,000.

***Accounts Payable and Accrued Expenses***

Accounts payable and accrued expenses include unpaid vendor invoices and accrued professional services owed totaling $2,271,818 and $650,213 at June 30, 2026 and December 31, 2025, respectively.

***Operating Expenses***

Operating expenses consist primarily of professional fees, consulting, legal, and general administrative costs. Total operating expenses for the three and six months ended June 30, 2026 were $953,362 and $1,720,432, respectively. During the period from February 10, 2025 (inception) through June 30, 2025, the Company incurred $10 of operating expenses.

***Income Taxes***

The Company is treated as a pass-through entity for U.S. federal income tax purposes. Accordingly, no provision for income taxes has been recorded, as taxable income or losses are included in the Company Members' tax returns.

Management has evaluated uncertain tax positions under ASC 740-10 and determined no liabilities for unrecognized tax benefits are required.

***Fair Value Measurements***

The Company measures certain assets and liabilities at fair value using a three-level hierarchy based on observability of inputs. As of June 30, 2026 and December 31, 2025, the Company held no assets or liabilities measured at fair value.

Level 1 — Quoted prices (unadjusted) in active markets for identical assets or liabilities.
Level 2 — Observable, market-based inputs, other than quoted prices included in Level 1, for the assets or liabilities either directly or indirectly.
Level 3 — Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

***Equity-based Compensation***

The Company grants equity-classified awards, including membership units, to directors, and consultants. The Company accounts for equity-based compensation arrangements granted to employees in accordance with *ASC 718, Stock Compensation*, by measuring the grant date fair value of the award and recognizing the resulting expense over the period during which the employee is required to perform service in exchange for the award. Equity-based compensation expense is only recognized for awards subject to performance conditions if it is probable that the performance condition will be achieved. The Company accounts for forfeitures when they occur.

The fair value of the membership units was determined using an invested capital model , which incorporated assumptions including enterprise value, discount rates, expected volatility, lack of marketability, and other relevant factors. These assumptions include the Company's enterprise value, expected volatility, and adjustments for lack of marketability, among other relevant factors.

***Segment Reporting***

The Company complies with ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures ("ASU 2023-07"), which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses among other disclosure requirements.

The Company has a single operating and reportable segment. The Company's Chief Executive Officer ("CEO") is its Chief Operating Decision Maker ("CODM"). The CODM assesses performance for the single segment and decides how to allocate resources based on net income or loss that is also reported on the statements of operations as net income or loss. The measure of segment assets is reported on the balance sheet as total assets when evaluating the Company's performance and making key decisions regarding resource allocation.

***Emerging Growth Company Status***

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act of 1933, as amended, (the "Securities Act"), as modified by the Jumpstart Our Business Startups Act of 2012, (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, will adopt the new or revised standard at the time public companies adopt the new or revised standard.

***Recently Adopted Accounting Standards***

There were no new accounting standards adopted during the three and six months ended June 30, 2026 and the year ended December 31, 2025 that had a material impact on the Company's unaudited condensed financial statements.

***Accounting Standards Not Yet Adopted***

On November 4, 2024, the FASB issued ASU 2024-03, Disaggregation of Income Statement Expenses (DISE), requiring additional disclosure of the nature of expenses included in the statements of operations. The new standard requires disclosures about specific types of expenses included in the expense captions presented on the face of the statement of operations as well as disclosures about selling expenses. The standard is effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods within annual reporting periods beginning after December 15, 2027.

The Company's management does not believe that any other recently issued, but not yet effective, accounting pronouncements, if currently adopted, would have a material effect on the Company's unaudited condensed financial statements.

**NOTE 4 – ACCOUNTS PAYABLE AND ACCRUED EXPENSES**

Accounts payable and accrued expenses consist of:

| | June 30, 2026 | December 31, 2025 |
|---|---|---|
| Professional fees | $ 395,960 | $ 191,652 |
| Officers' compensation | 977,851 | 117,851 |
| Legal expenses | 797,155 | 305,150 |
| Other accrued liabilities | 100,852 | 35,560 |
| | $ 2,271,818 | $ 650,213 |

## NOTE 5 – PROMISSORY NOTE

***Promissory Note - Hennessy Capital Investment Corp.***

On December 19, 2025, the Company entered into a promissory note (the "HVII Promissory Note") with HVII providing for loan advances up to an aggregate principal amount of $300,000. The proceeds from these advances are restricted solely for the payment of third-party legal, accounting and audit services. Certain Company Members have provided personal guarantees of the Company's obligations under the HVII Promissory Note.

In consideration for the advances, the Company is subject to a non-refundable monthly commitment fee of $10,000. This fee is paid in-kind in arrears on the last calendar day of each month. The Company is not required to make cash payments on these capitalized fees until the maturity date. The outstanding principal and fees mature and become payable upon the earliest of: (i) March 31, 2026, (ii) the acceleration of the obligations due to an event of default, or (iii) the consummation of the Business Combination or another specified capital-raising transaction.

On March 31, 2026, HVII, Merger Sub and ONE Nuclear entered into the Omnibus Amendment, amending the HVII Promissory Note to extend the maturity date from March 31, 2026 to June 30, 2026.

On June 1, 2026, the Company entered into Omnibus Amendment 2. The amendment modified the HVII Promissory Note by extending its maturity date from June 30, 2026, to August 15, 2026, and increasing the permitted aggregate principal amount of advances from $300,000 to $316,975.

Subsequent to June 30, 2026, on August 7, 2026, HVII, Merger Sub and the Company entered into Omnibus Amendment 3, which amended the HVII Promissory Note by extending its maturity date from August 15, 2026 to September 30, 2026 and increasing the permitted aggregate principal amount of advances from $316,975 to $620,000. See Note 10 - Subsequent Events.

As of both June 30, 2026, and December 31, 2025, the principal amount outstanding under the HVII Promissory Note was $300,000, recorded within notes payable on the accompanying balance sheets. Additionally, accrued pro-rated commitment fees amounted to $60,000 and $3,871 for the respective periods, which are classified within accounts payable and accrued expenses.

***Promissory Note - B. Riley Capital***

On February 18, 2026, the Company entered into a promissory note (the "B. Riley Promissory Note") with B. Riley Principal Capital, LLC ("B. Riley Capital") providing for loan advances up to an aggregate principal amount of $150,000. The proceeds from these advances are restricted solely to pay reasonable expenses to advance the Company's business, primarily including third-party consultants and expenses related to the contemplated Business Combination (such as accounting, audit, regulatory filings, and the like).

In consideration for the advances, the Company is subject to a non-refundable monthly commitment fee of $5,000. This fee is fully earned and paid in-kind in arrears on the last calendar day of each month (pro-rated for partial periods), effectively capitalizing into the aggregate outstanding principal balance. Cash payments for these capitalized fees are not required until the maturity date. The outstanding principal and capitalized fees mature and become payable upon the earliest of: (i) March 31, 2026, (ii) acceleration of the obligations due to an event of default, (iii) the consummation of the Business Combination or another specified financing transaction, or (iv) the termination of the Business Combination. As of March 31, 2026, the maturity date has been extended through June 30, 2026, and is since due upon demand.

On June 4, 2026, the Company entered into a second amendment to the note, which increased the maximum principal amount to $166,975, raised the monthly commitment fee to $5,566, and extended the maturity date to August 15, 2026.

Subsequent to June 30, 2026, on July 6, 2026, B. Riley Capital and the Company entered into Amendment 3, which amended the B. Riley Promissory Note by increasing the permitted aggregate principal amount of advances to $196,375 and increased the monthly commitment fee to $6,546.

On July 9, 2026, the parties entered into a fourth amendment. This agreement further raised the maximum principal borrowing limit to $204,113 and adjusted the corresponding monthly commitment fee to $6,804.

Subsequent to June 30, 2026, the Company and B. Riley Capital also entered into Amendment No. 5, dated July 22, 2026, Amendment No. 6, dated August 9, 2026, and Amendment No. 7, dated September 23, 2026, to the B. Riley Promissory Note. These agreements further adjusted the maximum principal borrowing limit to $227,363, $327, 363 and $276,749 respectively, as well as adjusted the corresponding monthly commitment fee to $7,579, $10,912 and $9,225, respectively. See Note 10 - Subsequent Events.

As of June 30, 2026, the outstanding balance under the B. Riley Promissory Note was $166,975. On the accompanying balance sheet, this amount consists of $166,975 in principal advances classified as a note payable, as well as pro-rated commitment fees of $15,566 and $22,352 for the three and six months ended June 30, 2026, respectively, recorded under accounts payable and accrued expenses.

**NOTE 6 – MEMBERS' DEFICIT**

The Company is a limited liability company with 10,000,000 member units authorized, issued and outstanding. All profits and losses are allocated to the Company Members.

**NOTE 7 – EQUITY-BASED COMPENSATION**

The Company accounts for equity-based compensation arrangements in accordance with *ASC 718, Compensation - Stock Compensation*. Equity-based compensation expense is recognized for equity awards issued to employees and non-employee service providers in exchange for services.

During the six months ended June 30, 2026, the Company recognized equity-based compensation expense related to membership unit awards granted to certain service providers, in exchange for services rendered, during the year ended December 31, 2025. No membership unit awards were granted, and no membership units were issued, during the three and six months ended June 30, 2026 or during the period from February 10, 2025 (inception) through June 30, 2025, and accordingly membership units issued and outstanding remained 10,000,000 throughout the periods presented. The membership unit awards are classified as equity-settled awards. Compensation cost is measured at the grant-date fair value of the membership units awarded.

The fair value of the membership units was determined using an invested capital model , which incorporated assumptions including enterprise value, discount rates, expected volatility, lack of marketability, and other relevant factors.

For awards that were fully vested upon issuance, the Company recognized compensation expense immediately. For awards subject to service-based vesting conditions, the Company recognizes compensation expense on a straight-line basis over the requisite service period, which represents the period over which the related services are expected to be provided. The Company accounts for forfeitures as they occur.

Equity-based compensation expense related to the issuance of membership units was $8,447 and $16,801 for the three and six months ended June 30, 2026, respectively, and is included in general and administrative expense in the accompanying unaudited condensed statements of operations. The issuance of membership units for services resulted in an increase to members' capital and did not involve the use of cash.

As of June 30, 2026, total unrecognized compensation cost related to unvested membership units was $42,420, which is expected to be recognized over a weighted-average period of 1.8 years.

## NOTE 8 – COMMITMENTS AND CONTINGENCIES

***Business Combination Agreement***

On October 22, 2025, HVII, Merger Sub, and the Company, entered into a Business Combination Agreement which contemplates the Business Combination and aggregate consideration of $1.0 billion payable to the Company Members.

*The Domestication*

Subject to satisfaction or waiver of the closing conditions of the Business Combination Agreement (as described below), prior to the closing of the Business Combination (the “Closing”) on the date thereof (“Closing Date”), the following events will occur in connection with the Purchaser changing its jurisdiction of organization from the Cayman Islands to Delaware:

(a) each then issued and outstanding Class B ordinary share of the Purchaser, par value $0.0001 per share (each a “Class B Ordinary Share”), will convert (the “Sponsor Share Conversion”) automatically, on a one-for-one basis, into one Class A ordinary share of the Purchaser, par value $0.0001 per share (each a “Class A Ordinary Share”);

(b) immediately after the Sponsor Share Conversion, the Purchaser will transfer by way of continuation and deregistration to and domesticate as a Delaware corporation (such continuation and domestication, the “Domestication”); and

(c) in connection with, and after giving effect to, the Domestication, (i) each then issued and outstanding Class A Ordinary Share will convert automatically, on a one-for-one basis, into one share of common stock of the Purchaser, par value $0.0001 per share (“Common Stock”), (ii) each then issued and outstanding right of the Purchaser (each a “Purchaser Right”) will convert automatically into a right to acquire one-twelfth (1/12) of one share of Common Stock at Closing (each a “Domesticated Purchaser Right”), and (iii) each then issued and outstanding unit of the Purchaser (each a “Purchaser Unit”), consisting of one Class A Ordinary Share and one Purchaser Right, will be cancelled, and one share of Common Stock and one Domesticated Purchaser Right will be issued in respect thereof.

*Conversion of Securities*

Pursuant to the terms of the Business Combination Agreement, the aggregate consideration to be paid to the Company Members at Closing will be in the form of stock, comprised of newly issued shares of Common Stock. The number of shares to be issued at the Closing will be calculated by dividing $1.00 billion (the “Base Purchase Price”) by the price per share equal to the amount at which Class A Ordinary Shares issued in the Purchaser’s initial public offering may be redeemed in connection with the Closing (the “Redemption Price”). For example, based on the estimated net share redemption price as of June 30, 2026 of approximately $10.45 per Class A Ordinary Shares, the total number of shares of Common Stock to be issued as consideration to the Company Members would be 95,693,779 shares of Common Stock. In addition, the Company Members will be entitled to receive up to an aggregate of 13.0 million additional shares of Common Stock in contingent consideration, subject to the achievement of certain share price milestones, as described below under the section titled “Company Earnout.”

*Company Earn-out*

During the two-year period beginning on the first anniversary of the Closing Date and ending on the third anniversary of the Closing Date, the Purchaser will issue up to 13.0 million additional shares of Common Stock as contingent consideration (collectively, the “Earnout Shares”) to the Company Members, subject to the achievement of certain share price milestones as follows below:

(a) 4,333,334 Earnout Shares if the closing sale price of one share of Common Stock as reported on Nasdaq (or the exchange on which the shares of Common Stock are then listed) is greater than or equal to $12.50 per share for a period of at least twenty (20) days out of thirty (30) consecutive trading days ending on the trading day immediately prior to the date of determination;

(b) 4,333,333 Earnout Shares if the closing sale price of one share of Common Stock as reported on Nasdaq (or the exchange on which the shares of Common Stock are then listed) is greater than or equal to $15.00 per share for a period of at least twenty (20) days out of thirty (30) consecutive trading days ending on the trading day immediately prior to the date of determination; and

(c) 4,333,333 Earnout Shares if the closing sale price of one share of Common Stock as reported on Nasdaq (or the exchange on which the shares of Common Stock are then listed) is greater than or equal to $17.50 per share for a period of at least twenty (20) days out of thirty (30) consecutive trading days ending on the trading day immediately prior to the date of determination.

***Coen Weddepohl Consulting Agreement***

On August 18, 2025, ONE Nuclear entered into a consulting agreement with BCR-ABL LLC, an affiliate of Coen Weddepohl, its then Chief Financial Officer. Under the agreement, Mr. Weddepohl agrees to act as Chief Financial Officer and Chief Investment Officer to ONE Nuclear. The consulting agreement is terminable by either party with six (6) months' prior written notice to the other party, or terminable immediately upon material default of the consulting agreement by the other party that is not cured within ten (10) days. Until consummation of the Business Combination, Mr. Weddepohl is due a consulting fee equal to $200,004 annually, payable in 12 equal monthly payments. Effective January 1, 2026, this annual consulting fee was increased to $400,000. Until ONE Nuclear has received an initial capital investment or loan of at least $3,000,000, payments of the consulting fee accrue but are unpaid.

As of June 30, 2026 and December 31, 2025, ONE Nuclear had accrued $377,851 and $117,851, respectively, in such consulting fee payable to Mr. Weddepohl. In addition, under the consulting agreement, Mr. Weddepohl is entitled to 150,000 membership rights in ONE Nuclear, which vest 75,000 after one year, 37,500 after two years, and 37,500 after three years, subject to his continued service through each vesting date. The consulting agreement also provides that the membership rights granted to Mr. Weddepohl under the terms of the consulting agreement, will not be diluted by any amount of an initial capital investment by an outside investor equal to or less than $5,000,000 of a pre-public event capital investment into ONE Nuclear. ONE Nuclear will also reimburse Mr. Weddepohl for certain reasonable business expenses, and pay a monthly payment of $10,000 in lieu of healthcare related benefits. If the consulting agreement is terminated "without cause," Mr. Weddepohl will be entitled to all vested and unvested membership rights and a severance payment of $100,000. The consulting agreement includes standard confidentiality provisions and an agreement not to compete in the nuclear energy sector for 12 months after separation.

***Amended and Restated Engagement Letter***

On February 18, 2026, the Company entered into an Amended and Restated Engagement Letter with B. Riley Securities, Inc. ("B. Riley Securities") to serve as the exclusive financial advisor in connection with a potential Sale Transaction (as defined therein) and as sole placement agent for any offerings of debt or equity. The term of the engagement began on March 13, 2025, and continues until terminated by either party upon ten days' written notice. The agreement supersedes prior agreements and contains a 12-month tail period for fee entitlements following termination.

If the Company consummates the Business Combination, the Company is obligated to pay B. Riley Securities a fixed Sale Transaction Fee of $12.0 million. For any other Sale Transaction, the Company must pay a cash fee equal to 2.0% of the Aggregate Transaction Value, subject to a minimum fee of $1.5 million. If the Company completes a private or public offering, B. Riley Securities is entitled to a cash fee equal to 6.0% of the first $100 million of gross proceeds (plus 5.5% of proceeds above $100 million) for equity or equity-linked securities, and 3.0% of the first $100 million of gross proceeds (plus 2.0% above $100 million) for debt financings. If a Sale Transaction is not consummated and the Company receives a reverse termination or breakup fee, B. Riley Securities is entitled to 50% of the fair market value of such fee. The Company is also obligated to reimburse B. Riley Securities for all reasonable out-of-pocket, accountable expenses incurred in connection with its services, regardless of whether a transaction is consummated. See Note 10 – Subsequent Events.

***Consulting Agreements***

In February 2026, the Company entered into consulting agreements with each of Mark Taylor and Al Vickers that contain payment obligations contingent upon the successful closing of a Special Purpose Acquisition Company ("SPAC") transaction. The aggregate cash obligations under these agreements are $170,000 in cash payments, payable within five business days of the SPAC closing. Additionally, the Company is committed to granting equity awards upon the initial public trading day, in the aggregate valued at $160,000. These equity awards are subject to Board approval and standard vesting terms, with no lock-up period.

**NOTE 9 – SEGMENT REPORTING**

ASC Topic 280, Segment Reporting, establishes standards for companies to report in their financial statement information about operating segments, products, services, geographic areas, and major customers. Operating segments are defined as components of an enterprise that engage in business activities from which it may recognize revenues and incur expenses, and for which separate financial information is available that is regularly evaluated by the Company's chief operating decision maker, or group, in deciding how to allocate resources and assess performance.

The Company's chief operating decision maker ("CODM") has been identified as the Chief Executive Officer in accordance with ASC 280-10-50-5, who reviews the assets, operating results, and financial metrics for the Company as a whole to make decisions about allocating resources and assessing financial performance. Accordingly, management has determined that there is only one reportable segment.

The CODM assesses performance for the single segment and decides how to allocate resources based on net income or loss that also is reported on the statement of operations as net income or loss. The measure of segment assets is reported on the balance sheet as total assets when evaluating the Company's performance and making key decisions regarding resource allocation. The CODM reviews several key metrics, which include the following:

As the Company has not earned revenues yet, the key measures of segment profit or loss reviewed by the Company's CODM are general and administrative expenses to monitor, manage and forecast cash to ensure enough capital is available for working capital needs. The CODM also reviews general and administrative costs to manage, maintain and enforce all contractual agreements to ensure costs are aligned with all agreements and budget.

| | For the Three Months Ended June 30, | | For the Six Months Ended June 30, | For the Period from February 10, 2025 (inception) through June 30, |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| Operating expenses | | | | |
| General and administrative | $ 953,362 | $ 10 | $ 1,720,432 | $ 10 |
| Loss from operations | $ (953,362) | $ (10) | $ (1,720,432) | $ (10) |

## NOTE 10 – SUBSEQUENT EVENTS

Management evaluated subsequent events through September 29, 2026, the date the unaudited condensed financial statements were issued. Based upon review, management identified the following subsequent events for disclosure:

*Amended Promissory Note - B. Riley Capital*

On July 6, 2026, the Company and B. Riley Capital executed a third amendment to the B. Riley Promissory Note. This modification expanded the maximum principal amount available for advances to $196,375 and increased the monthly commitment fee to $6,546.

Shortly thereafter, on July 9, 2026, the parties entered into a fourth amendment. This agreement further raised the maximum principal borrowing limit to $204,113 and adjusted the corresponding monthly commitment fee to $6,804.

The Company and B. Riley Capital entered into Amendment No. 5, dated July 22, 2026 and Amendment No. 6, dated August 9, 2026, to the B. Riley Promissory Note. These agreements further adjusted the maximum principal borrowing limit to $227,363 and $327, 363 respectively, as well as adjusted the corresponding monthly commitment fee to $7,579 and $10,912, respectively. On September 23, 2026, the Company and B. Riley Capital entered into a seventh amendment to the B. Riley Promissory Note. The amendment provides that the Company may request advances up to an aggregate principal amount of $276,749.38, which reflects a partial repayment of $100,000 paid by the Company and received by B. Riley Capital on September 23, 2026, revises B. Riley Capital’s commitment to make available up to $276,749.38 for advances, and provides for a monthly commitment fee of $9,224.98. The amendment also extended the maturity date from September 30, 2026 to December 31, 2026 and removed the consummation of the business combination between the Company and HVII as an event upon which the outstanding principal and capitalized fees become due and payable.

*Omnibus Amendments*

On August 7, 2026, the Company entered into Omnibus Amendment 3 with HVII. The amendment modified the HVII Promissory Note by extending its maturity date from August 15, 2026 to September 30, 2026, and increasing the permitted aggregate principal amount of advances from $316,975 to $620,000.

*Independent Contractor Agreement and Executive Employment Agreement*

On August 11, 2026, the Company entered into an Independent Contractor Agreement to engage a new Chief Financial Officer. Under the terms of this interim agreement, the Company will pay a flat consulting fee of $35,417 per month, prorated for the actual days served. The total accrued fees under this interim arrangement are deferred and will become payable to the contractor within five business days following the Closing Date.

Concurrently, the Company executed an Executive Employment Agreement with the new Chief Financial Officer, which supersedes the interim agreement and became effective upon the completion of the Business Combination. Upon Closing Date, the executive’s compensation transitioned to an annualized base salary of $425,000, alongside eligibility for an annual performance bonus of up to 100% of the base salary, payable in a combination of cash and Restricted Stock Units. The employment agreement also commits the Company to issue additional equity compensation, including a one-time grant upon the commencement of public trading on NASDAQ equivalent to 1% of the Company’s pre-Business Combination Membership Units. These equity awards are subject to various time-based vesting schedules and performance-based milestones, including future project financing, commercial operation dates, and specific stock price targets.

In August 2026, the Company entered into an Independent Contractor Agreement to engage a new Chief Development Officer. Under the terms of this interim agreement, the Company paid a flat fee of $37,500 per month for business development services. This arrangement remained in effect until the Company's anticipated Business Combination, and the total accrued fees are deferred and payable within five business days following the Closing Date.

Concurrently, the Company executed an Executive Employment Agreement with the Chief Development Officer, dated August 6, 2026. Under this agreement, the executive will transition to an annualized base salary of $450,000 and become eligible for an annual performance bonus of up to 100% of the base salary, payable in a combination of cash and restricted stock units. The executive is also eligible for an annual long-term incentive grant of up to 50% of the base salary and will receive an initial one-time equity grant upon the commencement of public trading on NASDAQ equivalent to 2% of the Company's pre-merger Membership Units. These equity awards are subject to a combination of time-based vesting schedules and performance-based milestones, including securing project financing, achieving commercial operation dates, and meeting specific stock price targets.

As a condition of the employment agreement, the executive agreed to transfer ownership of all assets of a business known as the "Amino" Sustainable Group to the Company. The agreement stipulates that if the executive is terminated without cause within three years of employment commencement, the Company must transfer ownership of all "Amino" assets back to the executive. Furthermore, in the event of a termination without cause, the executive is entitled to a severance payment equal to six months of base salary and up to twelve months of company-paid COBRA insurance.

*Forward-Purchase Agreement*

On September 22, 2026, HVII and ONE Nuclear entered into a forward purchase agreement (the "Forward Purchase Agreement") with New Circle Capital Solutions LP (the "New Circle") for a prepaid share forward transaction (the "FPA Transaction"). Pursuant to the terms of the Forward Purchase Agreement, New Circle purchased from third parties 4,987,103 HVII Class A Ordinary Shares (the "FPA Shares") that had previously been submitted for redemption in accordance with the terms and conditions therein. New Circle was prepaid an aggregate cash amount (the "Prepayment Amount") equal to (i) the number of FPA Shares, multiplied by (ii) the per-share redemption price at the closing of the Business Combination of $10.61 per share (the "Initial Price") one (1) business day after the closing of the Business Combination. From time to time and on any business day on which Nasdaq and commercial banks in the City of New York are open for business (an "Exchange Business Day"), following the closing of the Business Combination (any such date, an "OET Date"), and subject to the terms and conditions therein, New Circle may, in its sole discretion, terminate the FPA Transaction in whole or in part with respect to any number of FPA Shares by giving notice of such termination and the specified number of FPA Shares (such quantity, the "Terminated Shares"). As of each OET Date, New ONE Nuclear will be entitled to receive New Circle, and New Circle shall pay to New ONE Nuclear, an amount equal to (a) the Initial Price (which may be reduced by mutual agreement of New Circle and New ONE Nuclear), multiplied by (b) the number of Terminated Shares. The Forward Purchase Agreement maturity date will be the date that is 90 days after the closing of the Business Combination, or such later date as agreed to in writing by New Circle and New ONE Nuclear. At maturity, in exchange for the return of the number of remaining FPA Shares under the Forward Purchase Agreement, New Circle shall retain an amount equal to (i) the number of FPA Shares multiplied by (ii) the Initial Price. The Forward Purchase Agreement also provides New ONE Nuclear with a termination right following the effectiveness of a resale registration statement on Form S-1 relating to a committed equity line of credit or similar financing facility. New Circle also agreed to waive any redemption rights with respect to the FPA Shares during the term of the Forward Purchase Agreement, subject to the terms and conditions thereof.

*Second Amended and Restated Engagement Letter*

On September 23, 2026, the Company entered into a Second Amended and Restated Engagement Letter (the "Second A&R Agreement") with B. Riley Securities, which supersedes the Amended and Restated Engagement Letter described in Note 8 - Commitments and Contingencies. Under the Second A&R Agreement, B. Riley Securities continues to serve as the Company's exclusive financial advisor in connection with a Sale Transaction (as defined therein) and as sole placement agent for each offering of equity or equity-linked, or debt or debt-like, securities. The term of the engagement began on March 13, 2025 and continues until either party terminates the engagement upon ten days' written notice, and the agreement provides for a 12-month tail period for fee entitlements following termination. The Second A&R Agreement also grants B. Riley Securities the right to act in specified capacities in other capital markets and mergers and acquisitions transactions entered into or contemplated by the Company during the engagement period or within 24 months thereafter, with compensation for any such transaction to be determined by separate agreement between the parties.

Under the Second A&R Agreement, the Sale Transaction Fee in connection with the Business Combination is $12.0 million, payable as (i) a $4.0 million equity fee due at the closing of the Business Combination in Common Stock (or other securities) at a per share price equal to the lowest price ascribed to shares or other securities of the Company issued to any other service provider in connection with the Business Combination, with such securities not subject to any contractual lock-up period, and (ii) an $8.0 million cash fee payable in cash following the Business Combination. For any other Sale Transaction, the Company must pay a cash fee equal to 2.0% of the Aggregate Transaction Value (as defined in the Second A&R Agreement), subject to a minimum fee of $1.5 million. If the Company completes an offering, B. Riley Securities is entitled to a cash fee equal to 6.0% of the first $100 million of gross proceeds (plus 5.5% of proceeds above $100 million) for equity or equity-linked securities, and 3.0% of the first $100 million of gross proceeds (plus 2.0% above $100 million) for debt or debt-like securities or any other type of debt financing. If a Sale Transaction is not consummated and the Company receives a reverse termination or breakup fee, B. Riley Securities is entitled to 50% of the fair market value of such fee. The Company is also obligated to reimburse B. Riley Securities for its out-of-pocket, accountable expenses incurred in connection with its services, regardless of whether a transaction is consummated.

Immediately upon the closing of the Business Combination, the Company is obligated to enter into a committed equity facility (the "CEF") with B. Riley Securities or an affiliated entity of B. Riley Securities and to execute a power of attorney granting B. Riley Securities certain authority related to the CEF. The Company agreed to maximize its use of the CEF, subject to standard ownership and volume limitations, to pay B. Riley Securities 65% of the net proceeds raised from the CEF until the $8.0 million cash fee is paid in full, and to register the common stock, or the common stock underlying any other securities, issued in connection with the $4.0 million equity fee on the CEF resale registration statement on Form S-1. If the B. Riley Promissory Note remains outstanding at the time the CEF resale registration statement on Form S-1 is declared effective by the U.S. Securities and Exchange Commission, 100% of the net proceeds raised from the CEF will first be applied to principal and accrued fees in connection with that note until it is repaid in full. In addition, 100% of the net proceeds from any forward purchase agreement entered into by the Company and an investor or counterparty will also be applied to that note until it is repaid in full.

*Business Combination*

On September 23, 2026, the registrant consummated the previously announced Business Combination pursuant to the Business Combination Agreement.

Pursuant to the terms of the Business Combination Agreement, among other things, at the closing of the Business Combination (the "Closing"), and following the Domestication (as defined below), HVII was renamed "ONE Nuclear Energy Inc." (HVII, as renamed following the Closing, is referred to herein as "New ONE Nuclear"), and Merger Sub merged with and into ONE Nuclear (the "Merger"), with ONE Nuclear surviving the Merger as a wholly owned subsidiary of New ONE Nuclear.

On the Closing Date prior to Closing, (a) each then issued and outstanding Class B ordinary share, par value $0.0001 per share, of HVII (collectively, the "HVII Founder Shares") converted (the "Sponsor Share Conversion") automatically, on a one-for-one basis, into one Class A ordinary share, par value $0.0001 per share, of HVII (each an "HVII Class A Ordinary Share"); (b) immediately after the Sponsor Share Conversion, HVII transferred by way of continuation and deregistration from the Cayman Islands and domesticated as a Delaware corporation (such continuation and domestication, the "Domestication"); and (c) in connection with, and after giving effect to, the Domestication, (i) each then issued and outstanding HVII Class A Ordinary Share converted automatically, on a one-for-one basis, into one share of common stock, par value $0.0001 per share ("New ONE Nuclear Common Stock"), (ii) each then issued and outstanding right of HVII (each an "HVII Right") converted automatically into a right to acquire one-twelfth (1/12) of one share of New ONE Nuclear Common Stock at Closing (each a "Domesticated HVII Right"), and (iii) each then issued and outstanding unit of HVII (each an "HVII Unit"), consisting of one HVII Class A Ordinary Share and one HVII Right, was cancelled, and one share of New ONE Nuclear Common Stock and one Domesticated HVII Right was issued in respect thereof.

The New ONE Nuclear Common Stock commenced trading on the Nasdaq Capital Market tier of The Nasdaq Stock Market LLC ("Nasdaq") under the symbol "ONEN" on September 24 2026.

# ONE NUCLEAR MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis should be read in conjunction with the selected financial and operating data, the audited financial statements and related notes of ONE Nuclear Energy LLC (the "Company" or "ONE Nuclear") as of December 31, 2025, which are incorporated by reference, and the unaudited financial statements and related notes of ONE Nuclear as of June 30, 2026, included elsewhere in this Current Report on Form 8-K (the "Form 8-K"). These financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") standards.*

*The discussion below contains forward-looking statements and reflects the current view of the Company with respect to future events and financial performance. Actual results may differ materially from those anticipated in these forward-looking statements.*

## Overview

The Company is structured to develop, own, and operate a portfolio of behind-the-meter (BTM) microgrids and energy parks that bypass the congested centralized energy transmission infrastructure of the United States. ONE Nuclear's objective is to cultivate a diverse and sector-agnostic client base of energy-intensive end-users, including not just hyperscale AI and cloud data centers, but also industrial manufacturers, refineries, desalination plants and critical-infrastructure customers.

## Recent Developments

### *The Business Combination*

On October 22, 2025, Hennessy Capital Investment Corp. VII, a Cayman Islands exempted company, with limited liability (the "Purchaser" or "HVII"), Solis Merger Sub LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of the Purchaser ("Merger Sub"), and the Company entered into a business combination agreement (the "Business Combination Agreement") that contemplates an all-stock business combination transaction (the "Business Combination") and aggregate share consideration payable to the ONE Nuclear Members based on a formula equal to $1.0 billion divided by the Redemption Price. The Company is a development stage company, with nominal assets, no operating history or revenue to date and no developments currently under construction, and investors and potential investors should consider the financial constraints, uncertainties and risks described elsewhere in the Form 8-K.

The Business Combination was funded by a combination of HVII cash held in trust, proceeds from potential transaction financing, and equity contributed by existing ONE Nuclear equity holders

### *Promissory Notes*

On December 19, 2025, the Company entered into a promissory note (the "HVII Promissory Note") with HVII providing for loan advances up to an aggregate principal amount of $300,000. The proceeds from these advances are restricted solely for the payment of third-party legal, accounting, and audit services.

In consideration for the advances, the Company is subject to a non-refundable monthly commitment fee of $10,000. This fee is paid in-kind in arrears on the last calendar day of each month and capitalized into the outstanding principal balance. The Company is not required to make cash payments on these fees until the maturity date. The outstanding principal and capitalized fees mature and become payable upon the earliest of: (i) March 31, 2026, (ii) the acceleration of the obligations due to an event of default, or (iii) the consummation of the Business Combination or another specified capital-raising transaction.

On February 18, 2026, the Company entered into a promissory note (the "B. Riley Promissory Note") with B. Riley Principal Capital, LLC ("B. Riley Capital") providing for loan advances up to an aggregate principal amount of $150,000. The proceeds from these advances are restricted solely to pay reasonable expenses to advance the Company's business, primarily including third-party consultants and expenses related to the contemplated Business Combination (such as accounting, audit, regulatory filings, and travel). As of April 3, 2026, the Company borrowed approximately $114,800 under the B. Riley Promissory Note.

In consideration for the advances, the Company is subject to a non-refundable monthly commitment fee of $5,000. This fee is fully earned and paid in-kind in arrears on the last calendar day of each month (pro-rated for partial periods), effectively capitalizing into the aggregate outstanding principal balance. Cash payments for these capitalized fees are not required until the maturity date. The outstanding principal and capitalized fees mature and become payable upon the earliest of: (i) March 31, 2026, (ii) acceleration of the obligations due to an event of default, (iii) the consummation of the Business Combination or another specified financing transaction, or (iv) the termination of the Business Combination.

On June 4, 2026, the Company entered into a second amendment to the note, which increased the maximum principal amount to $166,975, raised the monthly commitment fee to $5,566, and extended the maturity date to August 15, 2026.

On July 6, 2026, the Company and B. Riley Capital executed a third amendment to the B. Riley Promissory Note. This modification expanded the maximum principal amount available for advances to $196,375 and increased the monthly commitment fee to $6,546.

Shortly thereafter, on July 9, 2026, the parties entered into a fourth amendment. This agreement further raised the maximum principal borrowing limit to $204,113 and adjusted the corresponding monthly commitment fee to $6,804.

The Company and B. Riley Capital entered into Amendment No. 5, dated July 22, 2026 and Amendment No. 6, dated August 9, 2026, to the B. Riley Promissory Note. These agreements further adjusted the maximum principal borrowing limit to $227,363 and $327, 363 respectively, as well as adjusted the corresponding monthly commitment fee to $7,579 and $10,912, respectively. On September 23, 2026, the Company and B. Riley Capital entered into a seventh amendment to the B. Riley Promissory Note. The amendment provides that the Company may request advances up to an aggregate principal amount of $276,749.38, which reflects a partial repayment of $100,000 paid by the Company and received by B. Riley Capital on September 23, 2026, revises B. Riley Capital's commitment to make available up to $276,749.38 for advances, and provides for a monthly commitment fee of $9,224.98. The amendment also extended the maturity date from September 30, 2026 to December 31, 2026 and removed the consummation of the business combination between the Company and HVII as an event upon which the outstanding principal and capitalized fees become due and payable.

***Omnibus Amendments***

On March 31, 2026, HVII, Merger Sub and ONE Nuclear entered into the Omnibus Amendment 1, amending (1) the Business Combination Agreement to extend the Outside Date from April 30, 2026 to June 30, 2026 and (2) the HVII Promissory Note to extend the maturity date from March 31, 2026 to June 30, 2026.

On June 1, 2026, HVII, Merger Sub and ONE Nuclear entered into the Omnibus Amendment 2, amending (1) the Business Combination Agreement to extend the Outside Date from June 30 2026, to August 15, 2026 and (2) the HVII Promissory Note to extend the maturity date from June 30, 2026 to August 15, 2026, and increasing the permitted aggregate principal amount of advances from $300,000 to $316,975.

On August 7, 2026, HVII, Merger Sub and the Company entered into Omnibus Amendment 3. The amendment modified the HVII Promissory Note by extending its maturity date from August 15, 2026 to September 30, 2026, and increasing the permitted aggregate principal amount of advances from $316,975 to $620,000.

***Coen Weddepohl Consulting Agreement***

On August 18, 2025, ONE Nuclear entered into a consulting agreement with BCR-ABL LLC, an affiliate of Coen Weddepohl, its then Chief Financial Officer. Under the agreement, Mr. Weddepohl agrees to act as Chief Financial Officer and Chief Investment Officer to ONE Nuclear. The consulting agreement is terminable by either party with six (6) months' prior written notice to the other party, or terminable immediately upon material default of the consulting agreement by the other party that is not cured within ten (10) days. Until consummation of the Business Combination, Mr. Weddepohl is due a consulting fee equal to $200,004 annually, payable in 12 equal monthly payments. Effective January 1, 2026, this annual consulting fee was increased to $400,000. Until ONE Nuclear has received an initial capital investment or loan of at least $3,000,000, payments of the consulting fee accrue but are unpaid.

***Consulting Agreements***

In February 2026, the Company entered into consulting agreements with each of Mark Taylor and Al Vickers that contain payment obligations contingent upon the successful closing of the Business Combination. The aggregate cash obligations under these agreements are $170,000, payable within five business days of the SPAC closing. Additionally, the Company is committed to granting equity awards upon the initial public trading day, in the aggregate valued at $160,000. These equity awards are subject to Board approval and standard vesting terms, with no lock-up period.

**Key Components of Statements of Operations**

*General and Administrative expenses*

General and administrative expenses primarily consist of personnel expenses, professional fees, equity-based compensation expenses, and other general and administrative expenses.

**Results of Operations**

The following tables summarize the Company's results of operations for the three months ended June 30, 2026 and 2025, the six months ended June 30, 2026, and the period from February 10, 2025 (inception) through June 30, 2025. This discussion should be read in conjunction with the accompanying financial statements, related notes, and the section below entitled "— Key Components of Statements of Operations". Historical results are not necessarily indicative of future performance.

**Three Months Ended June 30, 2026 and 2025**

The following tables set forth the Company's unaudited condensed statement of operations data for the three months ended June 30, 2026 and 2025:

| | For the Three Months Ended June 30, | | |
|---|---|---|---|
| | 2026 | 2025 | Change |
| Operating expenses | | | |
| General and administrative | $ 953,362 | $ 10 | $ 953,352 |
| Loss from operations | (953,362) | (10) | (953,352) |
| Other expense | | | |
| Commitment fees | 45,705 | - | 45,705 |
| Total | 45,705 | - | 45,705 |
| Net loss | $ (999,067) | $ (10) | $ (999,057) |

*Operating Expenses*

*General and administrative expenses*

General and administrative expenses for the three months ended June 30, 2026 were $953,362 as compared to $10 for the three months ended June 2025. The $953,352 increase in general and administrative expenses is mainly due to increases in personnel expenses, professional fees and equity-based compensation expenses.

*Other Income (Expense)*

*Commitment fees*

The Company accrued $45,705 pro-rated commitment fees in accordance with the terms of the HVII Promissory Note and the B. Riley Promissory Note for the three months ended June 30, 2026.

**Six Months Ended June 30, 2026 and the Period from February 10, 2025 (inception) through June 30, 2025**

The following tables set forth the Company's unaudited condensed statement of operations data for the six months ended June 30, 2026, and the period from February 10, 2025 (inception) through June 30, 2025:

| | For the Six Months Ended June 30, 2026 | For the Period from February 10, 2025 (inception) through June 30, 2025 | Change |
|---|---|---|---|
| Operating expenses | | | |
| General and administrative | $ 1,720,432 | $ 10 | $ 1,720,422 |
| Loss from operations | (1,720,432) | (10) | (1,720,422) |
| | | | |
| Other expense | | | |
| Commitment fees | 82,491 | - | 82,491 |
| Total | 82,491 | - | 82,491 |
| | | | |
| Net loss | $ (1,802,923) | $ (10) | $ (1,802,913) |

*Operating Expenses*

*General and administrative expenses*

General and administrative expenses for the six months ended June 30, 2026 were $1,720,432 as compared to $10 for the period from February 10, 2025 (inception) through June 30, 2025. The $1,720,422 increase in general and administrative expenses is mainly due to increase in personnel expenses, professional fees and equity-based compensation expenses.

*Other Income (Expense)*

*Commitment fees*

The Company accrued $82,491 pro-rated commitment fees in accordance with the terms of the HVII Promissory Note and the B. Riley Promissory Note for the six months ended June 30, 2026.

**Liquidity and Capital Resources**

The Company's only sources of liquidity have been cash from financing activities. For the six months ended June 30, 2026, the Company incurred a net loss of $1,802,923. As of June 30, 2026, the Company had an accumulated deficit of $2,778,825, a cash balance of $2,588, and a working capital deficit of $2,736,205, which represents a $1,786,122 increase in the deficit compared to a working capital deficit balance of $950,083 at December 31, 2025.

The Company's future capital requirements will depend on many factors, including the timing and extent of spending. In order to finance these opportunities, the Company will need to raise additional financing. While there can be no assurances, the Company intends to raise such capital through issuances of additional equity. If additional financing is required from outside sources, the Company may not be able to raise it on terms acceptable to the Company or at all. If the Company is unable to raise additional capital when desired, the Company's business, results of operations and financial condition would be materially and adversely affected.

As a result of the above, in connection with the Company's assessment of going concern considerations in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Subtopic 205-40, "Going Concern," management has determined that the Company's liquidity condition raises substantial doubt about the Company's ability to continue as a going concern through twelve months from the date these unaudited condensed financial statements are available to be issued. These unaudited condensed financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to continue as a going concern.

**Cash flows for the six months ended June 30, 2026 and the Period from February 10, 2025 (inception) through June 30, 2025**

The following table summarizes the Company's cash flows from operating and financing activities for the six months ended June 30, 2026 and the period from February 10, 2025 (inception) through June 30, 2025:

| | For the Six Months Ended June 30, 2026 | For the Period from February 10, 2025 (inception) through June 30, 2025 |
|---|---|---|
| CASH USED IN OPERATING ACTIVITIES | $ (164,517) | $ (10) |
| CASH PROVIDED BY FINANCING ACTIVITIES | $ 166,975 | $ 100 |

*Cash flows used in operating activities*

Net cash used in operating activities for period from February 10, 2025 (inception) through June 30, 2025, was $10. Net cash used in operating activities for the six months ended June 30, 2026, was $164,517. This was primarily driven by the Company's net loss, partially offset by increases in accounts payable and accrued expenses and the recognition of non-cash equity-based compensation.

*Cash flows provided by financing activities*

Cash provided by financing activities for the period from February 10, 2025 (inception) through June 30, 2025 was $100. This was related to the membership units.

Cash provided by financing activities for the six months ended June 30, 2026 was $166,975. This was primarily related to the promissory notes.

*Credit Risk*

Credit risk includes the risk that ONE Nuclear's customers will not pay their bills, which may lead to a reduction in liquidity and an increase in bad debt expense. Credit risk is comprised of numerous factors including the price of products and services provided, the overall economy and local economies in the geographic areas ONE Nuclear serves, including local unemployment rates.

Credit risk also includes the risk that various counterparties that owe ONE Nuclear money or products will breach their obligations. Should the counterparties to these arrangements fail to perform, ONE Nuclear may be forced to enter into alternative arrangements. In that event, ONE Nuclear's financial results could be adversely affected and it could incur losses.

One alternative available to address counterparty credit risk is to transact on liquid commodity exchanges. The credit risk is then socialized through the exchange central clearinghouse function. While exchanges do remove counterparty credit risk, all participants are subject to margin requirements, which create an additional need for liquidity to post margin as exchange positions change value daily. The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") requires broad clearing of financial swap transactions through a central counterparty, which could lead to additional margin requirements that would impact ONE Nuclear's liquidity. However, ONE Nuclear may take advantage of an exception to mandatory clearing afforded to commercial end-users who are not classified as a major swap participant, thereby allowing such commercial end-users to enter into uncleared bilateral swaps to hedge their exposure to commercial risk.

ONE Nuclear may at times have direct credit exposure in its short-term wholesale and commodity trading activity to various financial institutions trading for their own accounts or issuing collateral support on behalf of other counterparties. ONE Nuclear may also have some indirect credit exposure to participation in organized markets, such as SPP, PJM and the Midcontinent Independent System Operator ("MISO"), in which any credit losses are socialized to all market participants.

ONE Nuclear may have additional indirect credit exposures to various domestic and foreign financial institutions in the form of letters of credit provided as security by power suppliers under various long-term physical purchased power contracts. If any of the credit ratings of the letter of credit issuers were to drop below the designated investment grade rating stipulated in the underlying long-term purchased power contracts, the supplier would need to replace that security with an acceptable substitute. If the security were not replaced, the party could be in technical default under the contract, which would enable ONE Nuclear to exercise its contractual rights.

**Material Accounting Policies and Estimates**

ONE Nuclear management's discussion and analysis of financial condition and results of operations is based on our financial statements which have been prepared in accordance with U.S. GAAP. In preparing our financial statements, we make estimates, assumptions, and judgments that can have a significant impact on our results of operations and net loss, as well as on the value of certain assets and liabilities on our balance sheet during and as of the reporting periods. These estimates, assumptions, and judgments are necessary because future events and their effects on our results and the value of our assets cannot be determined with certainty and are based on our historical experience and on other assumptions that we believe to be reasonable under the circumstances. These estimates may change as new events occur or additional information is obtained, and we may periodically be faced with uncertainties, the outcomes of which are not within our control and may not be known for a prolonged period. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates.

**Exhibit 99.3**

# UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

*Defined terms included below shall have the same meaning as terms defined and included elsewhere in this Current Report on Form 8-K (the "Form 8-K") filed with the Securities and Exchange Commission (the "SEC".)*

## Introduction

The following unaudited pro forma condensed combined financial information presents the combination of financial information of HVII and ONE Nuclear, adjusted to give effect to the Business Combination and related transactions. The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 "*Amendments to Financial Disclosures about Acquired and Disposed Businesses*" to depict the accounting for the transaction ("Transaction Accounting Adjustments") and present the reasonably estimable synergies and other transaction effects that have occurred or are reasonably expected to occur ("Management's Adjustments"). HVII has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the unaudited pro forma condensed combined financial information.

The following unaudited pro forma condensed combined balance sheet as of June 30, 2026, assumes that the Business Combination occurred on June 30, 2026. The unaudited pro forma condensed combined statements of operations for the six months ended June 30, 2026 and for the year ended December 31, 2025, assume that the Business Combination occurred on January 1, 2025, the beginning of the earliest periods presented.

The unaudited pro forma condensed combined financial statements have been presented for illustrative purposes only and do not necessarily reflect what New ONE Nuclear's financial condition or results of operations would have been had the Business Combination occurred on the dates indicated. Further, the pro forma condensed combined financial information also may not be useful in predicting the future financial condition and results of operations of New ONE Nuclear. The actual financial position and results of operations of New ONE Nuclear may differ significantly from the pro forma amounts reflected herein due to a variety of factors.

The historical financial information of HVII was derived from the unaudited financial statements of HVII as of and for the six months ended June 30, 2026 and the audited financial statements of HVII for the year ended December 31, 2025, which are incorporated by reference. The historical financial information of ONE Nuclear was derived from the unaudited financial statements of ONE Nuclear as of and for the six months ended June 30, 2026 and the audited financial statements of ONE Nuclear for the period from February 10, 2025 (inception) through December 31, 2025, which are incorporated by reference. This information should be read together with HVII's and ONE Nuclear's historical financial statements, and related notes, the sections titled "*HVII Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*ONE Nuclear Management's Discussion and Analysis of Financial Condition and Results of Operations*" and other financial information, which are incorporated by reference.

## Description of the Business Combination, Consideration and Conversion of Securities

On October 22, 2025, HVII, Merger Sub and ONE Nuclear entered into the Business Combination Agreement. On September 23, 2026, the Business Combination was consummated.

Pursuant to the terms of the Business Combination Agreement, among other things, following the Domestication, Merger Sub merged with and into ONE Nuclear, with ONE Nuclear surviving the Merger as a wholly owned subsidiary of HVII. ONE Nuclear is an independent developer of large-scale energy solutions powered by natural gas and advanced nuclear small modular reactor (SMR) technologies. Pursuant to the terms of the Business Combination Agreement, the aggregate consideration paid to the ONE Nuclear Members at the Closing was in the form of stock, comprised of newly issued shares of New ONE Nuclear Common Stock. Pursuant to the formula set forth in the Business Combination Agreement, the number of shares of New ONE Nuclear Common Stock issued to the ONE Nuclear Members at the Closing was 94,253,842 .

In addition, the ONE Nuclear Members are entitled to receive up to an aggregate of 13.0 million additional shares of New ONE Nuclear Common Stock in contingent consideration, subject to the achievement of certain share price milestones, as described below.

At the Closing, by virtue of the Merger and without any action on the part of HVII, Merger Sub, ONE Nuclear or any holder of securities of any of the foregoing:

(a) Each ordinary membership unit of ONE Nuclear (each a “ONE Nuclear Unit”), that was owned by HVII, Merger Sub or ONE Nuclear (in treasury or otherwise) immediately prior to the Closing (each, an “Excluded Unit”) was cancelled and ceased to exist and no consideration was delivered in exchange therefor; and

(b) each ONE Nuclear Unit that was issued and outstanding immediately prior to the Closing (other than Excluded Units) was cancelled and converted into the right to receive:

(i) a number of shares of New ONE Nuclear Common Stock (the “Per Unit Base Consideration”) equal to (x) $1.00 billion divided by (y) the redemption price per HVII Public Share (calculated by dividing the aggregate amount on deposit in the Trust Account, including interest earned thereon (net of taxes payable), by the number of HVII Public Shares), and further divided by (z) the sum of the aggregate issued and outstanding ONE Nuclear Units, whether vested or unvested, and the aggregate number of ONE Nuclear Units issuable, exercisable, exchangeable or convertible into ONE Nuclear Units (on an as-converted basis) (the “ONE Nuclear Fully Diluted Capital”); and

(ii) subject to the vesting conditions specified in Section 2.03 of the Business Combination Agreement, a number of shares of New ONE Nuclear Common Stock equal to the applicable number of Earnout Shares divided by the ONE Nuclear Fully Diluted Capital (the “Per Unit Earnout Consideration”);

provided that the Per Unit Base Consideration and the Per Unit Earnout Consideration received in respect of a ONE Nuclear Unit subject to vesting or forfeiture provisions continue to have, and be subject to, the same vesting and forfeiture provisions applicable to such ONE Nuclear Unit immediately prior to the Closing.

In addition, all of Merger Sub’s outstanding membership interests immediately prior to the Closing were automatically cancelled and converted into validly issued, fully paid and non-assessable membership interests of ONE Nuclear, which membership interests constituted the only outstanding membership interests in ONE Nuclear. Upon closing of the Merger, ONE Nuclear became a direct, wholly-owned subsidiary of HVII, and HVII is a publicly traded company operating under the name “ONE Nuclear Energy Inc.”

**The Domestication**

Prior to the Closing on the Closing Date, the following events occurred in connection with HVII changing its jurisdiction of organization from the Cayman Islands to Delaware:

(a) each then issued and outstanding Class B Ordinary Share of HVII, par value $0.0001 per share converted automatically, on a one-for-one basis, into one Class A Ordinary Share of HVII, par value $0.0001 per share;

(b) immediately after the Sponsor Share Conversion, HVII transferred by way of continuation and deregistration from the Cayman Islands and domesticated as a Delaware corporation; and

(c) in connection with, and after giving effect to, the Domestication, (i) each then issued and outstanding Class A Ordinary Share converted automatically, on a one-for-one basis, into one share of HVII Domesticated Common Stock, par value $0.0001 per share, (ii) each then issued and outstanding right of HVII converted automatically into a right to acquire one-twelfth (1/12) of one share of HVII Domesticated Common Stock at Closing, and (iii) each then issued and outstanding unit of HVII was cancelled and one share of HVII Domesticated Common Stock and one Domesticated HVII Right were issued in respect thereof.

**Earnout Shares**

During the time period beginning on the date that is the first anniversary of the Closing Date and ending on the date that is the third anniversary of the Closing Date (the "Earnout Period"), New ONE Nuclear will issue up to 13.0 million additional shares of New ONE Nuclear Common Stock as contingent consideration to the ONE Nuclear Members, subject to the achievement of certain share price milestones as follows below:

(a) 4,333,334 Earnout Shares if the closing sale price of one share of New ONE Nuclear Common Stock as reported on Nasdaq (or the exchange on which the shares of New ONE Nuclear Common Stock are then listed) is greater than or equal to $12.50 per share for a period of at least twenty (20) days out of thirty (30) consecutive trading days ending on the trading day immediately prior to the date of determination;

(b) 4,333,333 Earnout Shares if the closing sale price of one share of New ONE Nuclear Common Stock as reported on Nasdaq (or the exchange on which the shares of New ONE Nuclear Common Stock are then listed) is greater than or equal to $15.00 per share for a period of at least twenty (20) days out of thirty (30) consecutive trading days ending on the trading day immediately prior to the date of determination; and

(c) 4,333,333 Earnout Shares if the closing sale price of one share of New ONE Nuclear Common Stock as reported on Nasdaq (or the exchange on which the shares of New ONE Nuclear Common Stock are then listed) is greater than or equal to $17.50 per share for a period of at least twenty (20) days out of thirty (30) consecutive trading days ending on the trading day immediately prior to the date of determination.

If, during the Earnout Period, there is a Change of Control (as defined in the Business Combination Agreement) of New ONE Nuclear pursuant to which New ONE Nuclear or its stockholders have the right to receive consideration implying a value per share of New ONE Nuclear Common Stock after giving effect to the issuance of any shares of New ONE Nuclear Common Stock pursuant to the earnout provision described above:

(a) less than $12.50, then no further shares of New ONE Nuclear Common Stock will be issuable under the earnout provisions described above;

(b) greater than or equal to $12.50 but less than $15.00, then (A) immediately prior to such Change of Control, New ONE Nuclear will issue 4,333,334 shares of New ONE Nuclear Common Stock to the ONE Nuclear Members (less any Earnout Shares issued prior to such Change of Control) and (B) thereafter, no further Earnout Shares will be issuable;

(c) greater than or equal to $15.00 but less than $17.50, then (A) immediately prior to such Change of Control, New ONE Nuclear will issue 8,666,667 shares of New ONE Nuclear Common Stock to the ONE Nuclear Members (less any Earnout Shares issued prior to such Change of Control) and (B) thereafter, no further Earnout Shares will be issuable; and

(d) greater than or equal to $17.50, then (A) immediately prior to such Change of Control, New ONE Nuclear will issue 13,000,000 shares of New ONE Nuclear Common Stock to the ONE Nuclear Members (less any Earnout Shares issued prior to such Change of Control) and (B) thereafter, no further Earnout Shares will be issuable.

As the foregoing earnout arrangement involves a variable number of shares based on stock price and a change-of-control occurrence, equity classification is precluded under ASC 815-40. Therefore, management determined it to be classified as a liability, initially measured at fair value and subsequently remeasured through earnings until settlement.

The following table sets out share ownership of New ONE Nuclear following the consummation of the Business Combination:

| | Shares | % |
|---|---|---|
| HVII Public Shareholders[(1)] | 1,787,201 | 1.7% |
| HVII Sponsor, officers and directors | 6,874,999 | 6.4% |
| HVII IPO Underwriters | 355,834 | 0.3% |
| New Circle | 4,987,103 | 4.6% |
| ONE Nuclear Members | 94,253,842 | 87.0% |
| **Total[(2)]** | **108,258,979** | **100.0%** |

(1) Includes 1,583,333 HVII Public Rights Shares.
(2) Figures presented on a non-diluted basis to exclude the dilutive effect of Earnout Shares and the Incentive Plan.

**Accounting Treatment**

The Business Combination was accounted for as a reverse recapitalization in accordance with GAAP. Under this method of accounting, although HVII acquired all of the outstanding equity interests of ONE Nuclear in the Business Combination, HVII was treated as the "acquired" company and ONE Nuclear was treated as the accounting acquirer for financial statement reporting purposes. Accordingly, the Business Combination was treated as the equivalent of ONE Nuclear issuing stock for the net assets of HVII, accompanied by a recapitalization. The net assets of HVII were stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination were those of ONE Nuclear. As an accounting acquirer, the financial statements of ONE Nuclear were stated at historical cost.

ONE Nuclear was determined to be the accounting acquirer based on evaluation of the following facts and circumstances:

- The ONE Nuclear Members have the greatest voting interest in New ONE Nuclear;
- The ONE Nuclear Members have the ability to control decisions regarding election and removal of directors and officers of New ONE Nuclear;
- ONE Nuclear comprises the ongoing operations of New ONE Nuclear; and
- ONE Nuclear's existing senior management is the senior management of New ONE Nuclear.

The following unaudited pro forma condensed combined balance sheet as of June 30, 2026, and the unaudited pro forma condensed combined statements of operations for the six months ended June 30, 2026 and for the year ended December 31, 2025, are based on the unaudited and audited historical financial statements of HVII and ONE Nuclear. The unaudited pro forma adjustments are based on information currently available, and assumptions and estimates underlying the unaudited pro forma adjustments are described in the accompanying notes. Actual results may differ materially from the assumptions used to present the accompanying unaudited pro forma condensed combined financial information and include immaterial rounding differences.

**UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET**
**June 30, 2026**
**(in thousands, except share and per share data)**

| | (1) ONE Nuclear (Historical) | (2) HVII (Historical) | Transaction Accounting Adjustments | Pro Forma Combined |
|---|---|---|---|---|
| **Assets** | | | | |
| Current assets | | | | |
| Cash and cash equivalents | $ 3 | $ 259 | $ 1,706(D) | $ 1,915 |
| | | | (53)(G) | |
| | | | | |
| Note receivable | - | 317 | (317)(P) | - |
| Prepaid expenses | - | 47 | 687(G) | 734 |
| **Total Current Assets** | **3** | **623** | **2,023** | **2,649** |
| | | | | |
| Marketable securities held in Trust Account | - | 200,141 | (199,695)(B) | - |
| | | | 1,442(C) | |
| | | | (1,706)(D) | |
| | | | (82)(E) | |
| | | | (100)(F) | |
| **Total Assets** | **$ 3** | **$ 200,764** | **$ (198,118)** | **$ 2,649** |
| | | | | |
| **Liabilities and Stockholders' Equity (Deficit)** | | | | |
| Current liabilities | | | | |
| Accounts payable and accrued expenses | $ 2,272 | $ 106 | $ 13,662(G) | $ 16,040 |
| | | | | |
| Accrued offering costs | - | 25 | - | 25 |
| Notes payable – B. Riley | 167 | - | (100)(F) | 67 |
| Notes payable | 300 | - | (300)(P) | - |
| | | | | |
| **Total Current Liabilities** | **2,739** | **131** | **13,262** | **16,132** |
| Deferred legal fees | - | 3,635 | | 3,635 |
| Deferred underwriting fee payable | - | 7,600 | (7,600)(E) | - |
| Earnout Shares liability | - | - | 106,081(N) | 106,081 |
| **Total Liabilities** | **2,739** | **11,366** | **111,743** | **125,848** |
| | | | | |
| HVII Class A ordinary shares subject to possible redemption, 19,000,000 shares at redemption value | - | 200,141 | (199,421)(B) | - |
| | | | 1,442(C) | |
| | | | (2,162)(K) | |

**UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET**
**June 30, 2026 — (Continued)**
**(in thousands, except share and per share data)**

| | (1) ONE Nuclear (Historical) | (2) HVII (Historical) | Transaction Accounting Adjustments | Pro Forma Combined |
|---|---|---|---|---|
| **Stockholders' Deficit** | | | | |
| HVII Preference shares, $0.0001 par value; 1,000,000 shares authorized; none issued or outstanding | - | - | - | - |
| HVII Class A ordinary shares, $0.0001 par value; 200,000,000 shares authorized; 690,000 shares issued and outstanding (excluding 19,000,000 shares subject to possible redemption) | - | - | 1(A) | - |
| | | | -(B) | |
| | | | -(K) | |
| | | | (1)(L) | |
| | | | | |
| HVII Class B ordinary shares, $0.0001 par value; 20,000,000 shares authorized; 6,333,333 shares issued and outstanding | - | 1 | (1)(A) | - |
| ONE Nuclear membership interests, 10,000,000 shares authorized, issued and outstanding | - | - | -(H) | - |
| HVII Domesticated Common Stock, $0.0001 par value | - | - | 9(H) | 10 |
| | | | 1(L) | |
| | | | -(M) | |
| Additional paid-in capital | 43 | - | (274)(B) | - |
| | | | 7,518(E) | |
| | | | (13,028)(G) | |
| | | | (9)(H) | |
| | | | 1,119(I) | |
| | | | (11,863)(J) | |
| | | | 2,162(K) | |
| | | | -(M) | |
| | | | (106,081)(N) | |
| | | | 120,413(O) | |
| | | | | |
| Accumulated deficit | (2,779) | (10,744) | (1,119)(I) | (123,209) |
| | | | 11,863(J) | |
| | | | (120,413)(O) | |
| | | | (17)(P) | |
| **Total Stockholders' Deficit** | **(2,736)** | **(10,743)** | **(109,720)** | **(123,199)** |
| **Total Liabilities, and Stockholders' Deficit** | **$ 3** | **$ 200,764** | **$ (198,118)** | **$ 2,649** |

**Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet**

(1) Derived from the unaudited balance sheet of ONE Nuclear as of June 30, 2026.

(2) Derived from the unaudited balance sheet of HVII as of June 30, 2026.

(A) Represents the conversion of HVII Class B Ordinary Shares into HVII Class A Ordinary Shares on a one-for-one basis.

(B) Reflects the redemption of 13,809,029 HVII Class A Ordinary Shares for aggregate redemption payments of $146.5 million at a redemption price of approximately $10.61 per share, net of 4,987,103 HVII Class A Ordinary Shares purchased by the New Circle.

(C) Reflects the transfer of marketable securities held in the Trust Account to cash.

(D) Reflects the income earned on the marketable securities held in Trust Account subsequent to June 30, 2026.

(E) Reflects the settlement of approximately $7,600,000 of deferred underwriting commissions payable by cash upon the Closing of the Business Combination to the underwriters of the IPO pursuant to that certain underwriting agreement, dated January 16, 2025, by and between HVII and Cohen & Company Capital Markets.

(F) Reflects the repayment of $0.1 million of the B. Riley note payable.

(G) Represents transaction costs incurred by ONE Nuclear of approximately $14.5 million. These costs are accounted for as a reduction in the combined cash account with a corresponding reduction in additional paid-in capital consistent with the treatment described in SEC Staff Accounting Bulletin Topic 5.A. These transaction costs will not recur in New ONE Nuclear's income beyond 12 months after the transaction.

Of the $14.5 million transaction costs, $0.1 million have been paid and $0.7 million have been accrued as of the pro forma balance sheet date. $0.7 million is related to D&O insurance and is included as an adjustment to prepaid expenses. The amount includes the third party advisory fees, which is a fixed fee of $12.0 million. The amount of $13.0 million, including $12.0 million third party advisory fees, is included as an adjustment to additional paid-in capital.

(H) Represents the issuance of 94,253,842 shares of New ONE Nuclear Common Stock to the ONE Nuclear Members at the Closing of the Business Combination.

(I) Represents the recognition of the share-based compensation related to the 1,130,000 shares granted to HVII's CFO, COO, and its independent directors.

(J) Represents the elimination of HVII's historical accumulated deficit after recording the share-based compensation as described in Adjustment (I) above.

(K) Reflects the reclassification of 203,868 HVII Public Shares subject to possible redemption to permanent equity.

(L) Represents the conversion of 12,364,304 HVII Class A Ordinary Shares into the same number of shares of New ONE Nuclear Common Stock.

(M) Represents the issuance of 1,583,333 shares of New ONE Nuclear Common Stock underlying the HVII Public Rights and 57,500 shares of New ONE Nuclear Common Stock underlying the HVII Private Placement Rights.

(N) Reflects the estimated fair value of the Earnout Shares liability based on the assumptions used in the valuation. Changes in those assumptions could result in different fair value measurement and therefore could have affected the amounts presented in the pro forma financial information. Because the Earnout Shares are accounted for as a liability and remeasured at fair value at each reporting date, changes in assumptions used in the valuation model may result in significant non-cash gains or losses in future periods, which could materially affect the future combined results of operations.

The Earnout Shares were valued using a Monte Carlo simulation. Below are the significant assumptions used in the simulation:

| | | |
|---|---|---|
| Stock price: | $ | 9.08 |
| Volatility: | | 120.0% |
| Term: | | 3.0 |
| Risk-free rate: | | 4.8% |

(O) Represents the reclassification among equity to avoid negative additional paid-in capital.

(P) Represents the elimination of the intercompany note receivable and note payable.

**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS**
**FOR THE SIX MONTHS ENDED JUNE 30, 2026**
**(in thousands, except share and per share data)**

| | (1) ONE Nuclear (Historical) | (2) HVII (Historical) | Transaction Accounting Adjustments | Pro Forma Combined |
|---|---|---|---|---|
| **Operating Expenses** | | | | |
| General and administrative expenses | $ 1,720 | $ 1,868 | $ (303)(BB) | $ 3,285 |
| Total operating expenses | 1,720 | 1,868 | (303) | 3,285 |
| **Operating Loss** | **(1,720)** | **(1,868)** | **303** | **(3,285)** |
| **Other income (expense)** | | | | |
| Interest earned on cash equivalents | - | 6 | - | 6 |
| Interest earned on cash held in Trust Account | - | 3,353 | (3,353)(AA) | - |
| Interest expense | (82) | - | - | (82) |
| Total other (expense) income, net | (82) | 3,359 | (3,353) | (76) |
| **Net (loss) income** | **$ (1,802)** | **$ 1,491** | **$ (3,050)** | **$ (3,361)** |
| **Basic and diluted net loss per member unit** | **$ (0.18)** | | | |
| **Basic and diluted net income per ordinary share, Class A ordinary shares** | | **$ 0.06** | | |
| **Basic and diluted net income per ordinary share, non-redeemable Class A ordinary shares** | | **$ 0.06** | | |
| **Basic and diluted net income per ordinary share, Class B ordinary shares** | | **$ 0.06** | | |
| **Weighted average number of shares outstanding, basic and diluted** | | | | **108,258,979** |
| **Net loss per share, basic and diluted** | | | | **$ (0.03)** |

**Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations**

(1) Derived from the unaudited condensed statement of operations of ONE Nuclear for the six months ended June 30, 2026.

(2) Derived from the unaudited statement of operations of HVII for the six months ended June 30, 2026.

(AA) Represents an adjustment to eliminate interest earned on cash held in the Trust Account after giving effect to the Business Combination as if it had occurred on January 1, 2025, the beginning of the earliest periods presented.

(BB) Represents an adjustment to eliminate administrative service fees and officer and consultant fees that will cease at the Business Combination.

**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS**
**FOR THE YEAR ENDED DECEMBER 31, 2025**
**(in thousands, except share and per share data)**

| | (1) ONE Nuclear (Historical) | (2) HVII (Historical) | Transaction Accounting Adjustments | Pro Forma Combined |
|---|---|---|---|---|
| **Operating Expenses** | | | | |
| General and administrative expenses | $ 972 | $ 3,657 | $ (696)(BB) | $ 3,933 |
| | | | | |
| Total operating expenses | 972 | 3,657 | (696) | 3,933 |
| **Operating Loss** | **(972)** | **(3,657)** | **696** | **(3,933)** |
| **Other income** | | | | |
| Interest earned on cash equivalents | - | 51 | - | 51 |
| Interest earned on cash held in Trust Account | - | 7,293 | (7,293)(AA) | - |
| Interest expense | (4) | - | - | (4) |
| Total other income, net | (4) | 7,344 | (7,293) | 47 |
| **Net income (loss)** | **$ (976)** | **$ 3,687** | **$ (6,597)** | **$ (3,886)** |
| **Basic and diluted net loss per member unit** | **$ (0.10)** | | | |
| **Basic and diluted net income per ordinary share, Class A ordinary shares** | | **$ 0.15** | | |
| **Basic and diluted net income per ordinary share, non-redeemable Class A ordinary shares** | | **$ 0.15** | | |
| **Basic and diluted net income per ordinary share, Class B ordinary shares** | | **$ 0.15** | | |
| **Weighted average number of shares outstanding, basic and diluted** | | | | **108,258,979** |
| **Net loss per share, basic and diluted** | | | | **$ (0.04)** |

**Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations**

(1) Derived from the audited condensed statement of operations of ONE Nuclear for the period from February 10, 2025 (inception) through December 31, 2025.

(2) Derived from the audited statement of operations of HVII for the year ended December 31, 2025.

(AA) Represents an adjustment to eliminate interest earned on cash held in the Trust Account after giving effect to the Business Combination as if it had occurred on January 1, 2025, the beginning of the earliest periods presented.

(BB) Represents an adjustment to eliminate administrative service fees and officer and consultant fees that will cease at the Business Combination.

## NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

### Basis of Presentation

The Business Combination was accounted for as a reverse recapitalization in accordance with GAAP as ONE Nuclear was determined to be the accounting acquirer, primarily due to the fact that the ONE Nuclear Members continue to control New ONE Nuclear. Under this method of accounting, although HVII acquired all of the outstanding equity interests of ONE Nuclear in the Business Combination, HVII was treated as the “acquired” company for financial reporting purposes. Accordingly, the Business Combination was treated as the equivalent of ONE Nuclear issuing stock for the net assets of HVII, accompanied by a recapitalization. The net assets of HVII were stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination were those of ONE Nuclear.

The unaudited pro forma condensed combined balance sheet as of June 30, 2026, assumes that the Business Combination and related transactions occurred on June 30, 2026. The unaudited pro forma condensed combined statements of operations for the six months ended June 30, 2026 and for the year ended December 31, 2025 present pro forma effect to the Business Combination as if it had been completed on January 1, 2025, the beginning of the earliest periods presented.

The unaudited pro forma condensed combined balance sheet as of June 30, 2026, has been prepared using, and should be read in conjunction with, the following:

- HVII’s unaudited balance sheet as of June 30, 2026 and the related notes for the six months ended June 30, 2026, incorporated by reference; and

- ONE Nuclear’s unaudited balance sheet as of June 30, 2026 and the related notes for the six months ended June 30, 2026, incorporated by reference.

The unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2026, has been prepared using, and should be read in conjunction with, the following:

- HVII’s unaudited statement of operations for the six months ended June 30, 2026, and the related notes, incorporated by reference; and

- ONE Nuclear’s unaudited statement of operations for the six months ended June 30, 2026, and the related notes, incorporated by reference.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2025, has been prepared using, and should be read in conjunction with, the following:

- HVII’s audited statement of operations for the year ended December 31, 2025, and the related notes, incorporated by reference; and

- ONE Nuclear’s audited statement of operations for the period from February 10, 2025 (inception) through December 31, 2025, and the related notes, incorporated by reference.

As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

The unaudited pro forma condensed combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings or cost savings that may be associated with the Business Combination.

The pro forma adjustments reflecting the consummation of the Business Combination are based on certain currently available information and certain assumptions and methodologies that HVII believes are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments, and it is possible the difference may be material. HVII believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination based on information available to management at this time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the actual results of operations and financial position of New ONE Nuclear would have been had the Business Combination taken place on the dates indicated, nor is it indicative of the future consolidated results of operations or financial position of New ONE Nuclear. It should be read in conjunction with the historical financial statements and notes thereto of HVII and ONE Nuclear.

**Accounting Policies**

Upon consummation of the Business Combination, management of New ONE Nuclear performed a comprehensive review of the two entities' accounting policies. As a result of the review, management of New ONE Nuclear did not identify any differences that would have a material impact on the unaudited pro forma condensed combined financial information. As a result, the unaudited pro forma condensed combined financial information does not assume any differences in accounting policies.

**Adjustments to Unaudited Pro Forma Condensed Combined Financial Information**

The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and has been prepared for informational purposes only.

The unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses" to depict the Transaction Accounting Adjustments and present the Management's Adjustments. HVII has elected not to present Management's Adjustments and is only presenting Transaction Accounting Adjustments in the unaudited pro forma condensed combined financial information. The historical financial statements have been adjusted in the unaudited pro forma condensed combined financial information to include all necessary Transaction Accounting Adjustments pursuant to Article 11 of Regulation S-X, including those that are not expected to have a continuing impact.

The unaudited and audited historical financial statements have been adjusted in the unaudited pro forma condensed combined financial information to give pro forma effect to Transaction Accounting Adjustments that reflect the accounting for the transaction under GAAP.

The pro forma combined statements of operations do not reflect a provision for income taxes or any amounts that would have resulted had New ONE Nuclear filed consolidated income tax returns during the periods presented. The pro forma condensed combined balance sheet does not reflect the deferred taxes of New ONE Nuclear as a result of the Business Combination. Because New ONE Nuclear is expected to record a valuation allowance against its U.S. federal and state deferred tax assets due to uncertainty regarding their recoverability, no pro forma tax provision has been reflected.

The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed combined statement of operations are based upon the number of shares of New ONE Nuclear Common Stock outstanding, assuming the Business Combination occurred on January 1, 2025, the beginning of the earliest periods presented.

| **(in thousands, except share and per share data)** | | **June 30, 2026** |
|---|---|---|
| Net loss | $ | (3,361) |
| Stockholders' deficit | | (123,199) |
| Weighted average shares outstanding of common stock[1] | | 108,258,979 |
| Net loss per common share, basic and diluted | $ | (0.03) |
| Book deficit per share | $ | (1.14) |

(1) For the purposes of calculating diluted earnings per share, all the 13,000,000 Earnout Shares should have been assumed to have been issued. However, since this results in anti-dilution, the effect of such issuance was not included in calculation of diluted loss per share.