

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Ultra Safe Nuclear Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-12443 (KBO)

(Jointly Administered)

Contract Objection Deadline:
December 10, 2024 at 4:00 p.m. (ET)

**NOTICE OF POSSIBLE ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH SALE**

PLEASE TAKE NOTICE THAT, on October 29, 2024, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) their motion (the “**Motion**”) ² for entry of (a) an order (i) approving bidding procedures, substantially in the form attached as Annex 1 to the Bidding Procedures Order (the “**Bidding Procedures**”), to govern the marketing and sale of all or substantially all of the Debtors’ assets (the “**Assets**”), (ii) approving bid protections in connection therewith, (iii) authorizing the Debtors to schedule an auction to sell the Assets (the “**Auction**”), (iv) scheduling the hearing to approve a sale of the Assets (the “**Sale Hearing**”), (v) approving the form and manner of notice of the proposed sale transactions, the Bidding Procedures, the Auction, the Sale Hearing, and related dates and deadlines, and (vi) authorizing procedures governing the assumption and assignment of certain executory contracts and unexpired leases (the “**Assigned Contracts**”) to the prevailing bidder(s) acquiring the Assets (each, a “**Successful Bidder**”); and (b) one or more orders (collectively, the “**Sale Order**”) (i) approving the applicable form(s) of purchase agreement between the Debtors and the Stalking Horse Bidder (as defined below) or any other Successful Bidder(s), and (ii) authorizing the sale(s) (collectively, the “**Sale**”) of the Assets and the assumption and assignment of the Assigned Contracts to the Stalking Horse Bidder or such other Successful Bidder free and clear of all liens, claims, encumbrances, and other interests (collectively, “**Liens**”), other than any permitted Liens as set forth in the applicable form(s) of purchase agreement.

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Ultra Safe Nuclear Corporation (9774); Ultra Safe Nuclear Corporation – Technologies (9815); USNC-Power Ltd. (6500); and Global First Power Limited (7980). The Debtors’ mailing address is 200 Europa Ave., Oak Ridge, Tennessee 37830.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures. Any summary of the Bidding Procedures and the Bidding Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

PLEASE TAKE FURTHER NOTICE THAT the Sale Hearing to approve the Sale to the Successful Bidder, free and clear of all Liens (with any such Liens attaching to the net proceeds of the Sale with the same rights and priorities therein as in the sold Assets), shall take place at **3:00 p.m. (prevailing Eastern time) on December 18, 2024**, before the Honorable Karen B. Owens in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Bidding Procedures Order, the Auction shall be held at the offices of Intrepid Investment Bankers LLC, 1221 Avenue of the Americas, 9th Floor, New York, New York 10020 on December 12, 2024 at 10:00 a.m. (prevailing Eastern Time). Only Qualified Bidders shall be entitled to bid at the Auction. The Debtors may, in consultation with the Consultation Parties, designate the Backup Bid (and the corresponding Backup Bidder) to purchase the Assets, without the need for further order of the Bankruptcy Court and without the need for further notice to any interested parties, in the event that a Successful Bidder does not close the Sale. The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice or hearing agenda on the docket of the Debtors' chapter 11 cases.

PLEASE TAKE FURTHER NOTICE THAT, to facilitate the Sale, the Debtors are seeking to assume and assign to the Successful Bidder the Assumed Contracts in accordance with the Bidding Procedures Order. The Assumed Contracts that the Debtors may, but are not required to, seek to assume and assign in connection with the Sale and the corresponding cure amount (each, a "**Proposed Cure Amount**"), if any, that the Debtors believe is required to be paid to the applicable counterparty (each, a "**Counterparty**," and collectively, the "**Counterparties**") to each of the Assumed Contracts under sections 365(b)(1)(A) and (B) of the Bankruptcy Code are identified on **Exhibit 1** attached hereto.

PLEASE TAKE FURTHER NOTICE THAT each Counterparty shall have until **4:00 p.m. (prevailing Eastern time) on December 10, 2024** (the "**Contract Objection Deadline**") to object to the assumption and assignment of its Contract on any grounds, including, without limitation, the amount of the Proposed Cure Amounts, but excluding (i) any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code or (ii) other than with respect to the Stalking Horse Bidder, on the basis of the identity of the Successful Bidder (each, a "**Contract Objection**"). Any such objection must be filed and served on the following parties (collectively, the "**Objection Notice Parties**"), so as to be actually received by the Contract Objection Deadline:

- (a) counsel for the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Esq. (mnestor@ycst.com); Matthew B. Lunn, Esq. (mlunn@ycst.com); and Elizabeth S. Justison, Esq. (ejustison@ycst.com);
- (b) counsel for the DIP Lender and Prepetition First Lien Lender, (a) Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, New York 10019-6022, Attn: Robert M. Hirsh, Esq. (robert.hirsh@nortonrosefulbright.com and Francisco Vazquez, Esq. (francisco.vazquez@nortonrosefulbright.com), and

- (b) Morris James LLP, 500 Delaware Ave., Suite 1500, Wilmington, Delaware 19801, Attn: Eric J. Monzo, Esq. (emonzo@morrisjames.com);
- (c) counsel for the Prepetition Secured Noteholder, Greenberg Traurig, One Vanderbilt Avenue, New York, New York 10017, Attn: Nathan A. Haynes, Esq. (haynesn@gtlaw.com); and
- (d) proposed counsel to the Committee, (a) Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Robert J. Gayda, Esq. (gayda@sewkis.com) and Catherine V. LoTempio, Esq. (lotempio@sewkis.com), and (b) Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: Christopher M. Samis, Esq. (csamis@potteranderson.com) and Jeremy W. Ryan, Esq. (jryan@potteranderson.com).

Any unresolved Contract Objections shall be heard at the Sale Hearing, unless otherwise agreed by the parties; *provided that*, the Debtors shall have the right to adjourn any Sale Hearing without the consent of any objecting party. If any objections to the amount of the Proposed Cure Amounts remain unresolved as of the date of the Closing of the Sale of the Assets, the Debtors may (but are not required to) deposit the disputed amount of Proposed Cure Amounts relating to such Asset(s) in a segregated account to hold pending resolution of such objections.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Bidding Procedures Order, each Counterparty may raise objections as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code or on the basis of the identity of a Successful Bidder until 4:00 p.m. (prevailing Eastern time) on the date that is five (5) days after the filing and service by the Debtors to the Counterparty of a notice identifying the applicable Successful Bidder, which, for the avoidance of doubt, may be provided with this Cure Notice or the Previously Omitted Contract Notice or at any time thereafter with respect to the Stalking Horse Bidder; *provided, however*, that objections, if any, on the basis of the identity of the Successful Bidder or adequate assurance of future performance by the Successful Bidder, to the extent that the Successful Bidder is not the Stalking Horse Bidder, shall not, in any event, be raised later than one (1) hour prior to the commencement of the Sale Hearing (the “**Buyer Specific Objection Deadline**”). Any such objection must be filed and served on the Objection Notice Parties, so as to be actually received by the Buyer Specific Objection Deadline. Any such objection must be filed and served on the Debtors and their counsel, the Committee and its proposed counsel, and the applicable Successful Bidder or Stalking Horse Bidder (if any), as applicable, and its counsel, so as to actually be received by the Buyer Specific Objection Deadline. Any such unresolved objections shall be heard at the Sale Hearing, unless otherwise agreed by the parties.

PLEASE TAKE FURTHER NOTICE THAT, at the Sale Hearing, the Debtors will seek Court approval of the assumption and assignment to the Successful Bidder of only those Assumed Contracts that have actually been selected by the Successful Bidder to be assumed and assigned (collectively, the “**Assumed Contracts**”). The Debtors and their estates reserve any and all rights with respect to any Assumed Contracts that are not ultimately designated as Assumed Contracts.

PLEASE TAKE FURTHER NOTICE THAT nothing contained in this notice or on the exhibits hereto shall constitute a waiver of any rights of the Debtors and their estates or an admission with respect to the Debtors' chapter 11 cases, including, but not limited to, any issues involving objections to claims, setoff or recoupment, equitable subordination or recharacterization of debt, defenses, characterization or re-characterization of contracts, leases and claims, assumption or rejection of contracts and leases and/or causes of action arising under the Bankruptcy Code or any other applicable laws.

If no Contract Objection is timely received with respect to an Assumed Contract: (i) the Counterparty to such Assumed Contract shall be deemed to have consented to the assumption by the Debtors and assignment to the Successful Bidder of the Assumed Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Successful Bidder); (ii) any and all defaults under the Assumed Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Proposed Cure Amount set forth in this Cure Notice for such Assumed Contract; and (iii) the Proposed Cure Amount set forth in this Cure Notice for such Assumed Contract shall be controlling, notwithstanding anything to the contrary in such Assumed Contract, or any other related document, and the Counterparty shall be deemed to have consented to the Proposed Cure Amount and shall be forever barred from asserting any other claims related to such Assumed Contract against the Debtors and their estates or the Successful Bidder, or the property of any of them, that existed prior to the entry of the order resolving the Contract Objections.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain copies of the Motion, the Bidding Procedures, the Bidding Procedures Order, the applicable underlying agreements, or any other pleadings or orders of the Bankruptcy Court, they are publicly available, for a fee via PACER at: <http://www.deb.uscourts.gov>, or free of charge from the claims agent at <https://cases.stretto.com/usnc>. Such documents and pleadings may also be obtained by calling the Debtors' restructuring hotline at (855) 492-2381 (toll-free) or (714) 716-1979 (international).

[Remainder of Page Intentionally Left Blank]

Dated: November 26, 2024
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ Shella Borovinskaya

Michael R. Nestor (No. 3526)

Matthew B. Lunn (No. 4119)

Elizabeth S. Justison (No. 5911)

Shella Borovinskaya (No. 6758)

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600

Facsimile: (302) 571-1253

Email: mnestor@ycst.com

mlunn@ycst.com

ejustison@ycst.com

sborovinskaya@ycst.com

*Counsel to the Debtors and
Debtors in Possession*

EXHIBIT 1

Proposed Cure Amounts

Case No.: 24-12443

In re: Ultra Safe Nuclear Corporation, et al.

Debtors - Proposed Schedule of Contracts Subject to Assumption and Assignment and Cure Amounts

Contract ID	Case No.	Debtor	Contract Counterparty	Description	Cure Amount
1	24-12443	Ultra Safe Nuclear Corporation	Ado Profesional Solutions, Inc.	Services Agreement - SC24-010	\$23,213.21
2	24-12443	Ultra Safe Nuclear Corporation	Adobe Acrobat Pro Co	Services Agreement - PO No. 1466	\$24,766.78
3	24-12443	Ultra Safe Nuclear Corporation	Adp DbA Celergo	Payroll Services Agreement - No. 02-2023-336065 21	\$32,790.62
4	24-12443	Ultra Safe Nuclear Corporation	Adp Inc	Software Services Agreement - PO No. 1903	\$2,475.63
5	24-12443	Ultra Safe Nuclear Corporation	Aecom	Master Services Agreement effective March 31, 2022	\$225,770.00
6	24-12443	Ultra Safe Nuclear Corporation	Airgas Inc d/b/a Airgas USA LLC	Lab Consumable - Product Sales Agreements and Riders - PO No. 1990	\$0.00
7	24-12443	Ultra Safe Nuclear Corporation	Airgas Inc d/b/a Airgas USA LLC	Product Sale Agreement - Account #: 4428478	\$0.00
8	24-12443	Ultra Safe Nuclear Corporation	Allstate Benefits	Allstate Life and LTC Customer Agreement - No.Acct # 57829	\$0.00
9	24-12443	Ultra Safe Nuclear Corporation	Alpha Fire Protection	Fire and security protection and maintenance	\$0.00
10	24-12443	Ultra Safe Nuclear Corporation	American Tokyo Kasei Inc DbA Tci America	Lab Consumable - Purchase Order - PO No. 2011	\$2,453.95
11	24-12443	Ultra Safe Nuclear Corporation	Ansys Inc.	Software License Agreement	\$400,622.57
12	24-12443	Ultra Safe Nuclear Corporation	Appalachian Business Products	Lease Agreement	\$805.16
13	24-12443	Ultra Safe Nuclear Corporation	Arch Insurance Company	Excess Directors & Officers Liability (Policy No. PCX1000390-01)	\$0.00
14	24-12443	Ultra Safe Nuclear Corporation	Arnold & Porter Kay Scholer Lip DbA Arnold & Porter	Engagement Letter Dated August 28, 2023	\$57,198.00
15	24-12443	Ultra Safe Nuclear Corporation	Atlantic Specialty Insurance Company	Management Liability - Primary (Policy No. MML-34352-24)	\$0.00
16	24-12443	Ultra Safe Nuclear Corporation	Atlas Copco Usa Holdings Inc DbA Edwards Vacuum Llc	Purchase Order for Equipment - PO No. 1487	\$3,036.00
17	24-12443	Ultra Safe Nuclear Corporation	Aurelien Bergeron DbA Bergeron Consulting Llc	Augmented Staff - Consulting Services Agreement	\$20,000.00
18	24-12443	Ultra Safe Nuclear Corporation	Avepoint Inc	Software Services Agreement - PO No. 1954	\$19,157.04
19	24-12443	Ultra Safe Nuclear Corporation	Avis Inc DbA Avs Incorporated	Purchase order for PPE - PO No. 1087	\$629,473.09
20	24-12443	Ultra Safe Nuclear Corporation	AXIS Insurance Company	Directors & Officers Liability (Policy No. P-001-001101551-02)	\$0.00
21	24-12443	Ultra Safe Nuclear Corporation	Boston Government Services Llc	Master Services Agreement - No. SC21-009	\$0.00
22	24-12443	Ultra Safe Nuclear Corporation	Brightly Software Inc	Purchase order for Asses Essentials Enterprise - PO 1849	\$11,488.17
23	24-12443	Ultra Safe Nuclear Corporation	Buchalter, A Professional Corporation	Engagement Letter Dated May 6, 2020	\$11,224.12
24	24-12443	Ultra Safe Nuclear Corporation	Buchanan Ingersoll & Rooney Pc	Professional Services Agreement	\$50,322.55
25	24-12443	Ultra Safe Nuclear Corporation	Building Systems Technology, Inc.	Purchase Order for Door Access Control System - PO 1586	\$0.00
26	24-12443	Ultra Safe Nuclear Corporation	Building Systems Technology, Inc.	Security provider for Oak Ridge facility - Account ID: 16349	\$0.00
27	24-12443	Ultra Safe Nuclear Corporation	CABOT CORPORATION	Purchase Order - PO No. 2023	\$0.00
28	24-12443	Ultra Safe Nuclear Corporation	Cigna	Cigna Dental Insurance - No.HP-POL745	\$0.00
29	24-12443	Ultra Safe Nuclear Corporation	Cincinnati Test Systems	Purchase Order for Equipment - PO 1886	\$12,100.00
30	24-12443	Ultra Safe Nuclear Corporation	City of Oak Ridge Tennessee	Wastewater Discharge Permit - Permit No. 1-22	\$31,930.53
31	24-12443	Ultra Safe Nuclear Corporation	Clean Harbors Environmental Services, Inc.	Cleaning - Environmental Services Agreement - PO No. 1880	\$7,886.56
32	24-12443	Ultra Safe Nuclear Corporation	Clean Harbors Environmental Services, Inc.	Cleaning - Environmental Services Agreement - PO No. 1880	\$7,886.56
33	24-12443	Ultra Safe Nuclear Corporation	Codelathe Technologies Inc DbA Filecloud	Software Services Agreement - PO No. 1955	\$25,467.75
34	24-12443	Ultra Safe Nuclear Corporation	CONTROL MANAGEMENT TECHNOLOGY	Purchase Order - PO No. 1966, PO 1996, PO 2024	\$0.00
35	24-12443	Ultra Safe Nuclear Corporation	Cpa Global	Professional Services Agreement	\$2,654.71
68	24-12443	Ultra Safe Nuclear Corporation	Customer 11	Purchase Order - Services Agreement and All Related Work- No. CSA24-011	\$0.00
69	24-12443	Ultra Safe Nuclear Corporation	Customer 12	Purchase Order - Sales Order Acknowledgement - No. CORE-CO0023-041924	\$0.00
45	24-12443	Ultra Safe Nuclear Corporation	Customer 24	Purchase Order - Sales Order Acknowledgement - No. CORE-CO0027-072924	\$0.00
42	24-12443	Ultra Safe Nuclear Corporation	Customer 8	Purchase Order - Sales Order Acknowledgement - No. CORE-CO0029-100324	\$0.00
36	24-12443	Ultra Safe Nuclear Corporation	Datasite Llc	Purchase Order for Software - PO No. 1983	\$29,133.32
37	24-12443	Ultra Safe Nuclear Corporation	Datawatch Systems Inc	Services Agreement	\$930.00
38	24-12443	Ultra Safe Nuclear Corporation	Datec, Inc	Purchase Order for Software - PO No. 1947	\$3,248.06
39	24-12443	Ultra Safe Nuclear Corporation	Dell Marketing Lp DbA Dell	Purchase Orders for IT supplies - PO No. 1841, PO 1697, PO 1696, PO 1695	\$15,744.58
40	24-12443	Ultra Safe Nuclear Corporation	Deloitte Legal, Ostrowski, Gizicki	Engagement Letter Dated October 17, 2023	\$14,108.81
41	24-12443	Ultra Safe Nuclear Corporation	Dentons Canada Llp	Engagement Letter Dated August 24, 2022	\$229,591.99
43	24-12443	Ultra Safe Nuclear Corporation	Docusign, Inc.	Purchase Order for Software - PO 1863	\$33,279.80
44	24-12443	Ultra Safe Nuclear Corporation	East Tennessee Calibration Laboratory	Purchase Order for Lab Consumables - PO No. 1846	\$5,192.37
46	24-12443	Ultra Safe Nuclear Corporation	Endurance American Specialty Insurance Company	Excess Property Liability (Policy No. ESP30039141100)	\$0.00
47	24-12443	Ultra Safe Nuclear Corporation	Endurance American Specialty Insurance Company	Property Liability (Policy No. ESP30039141101)	\$0.00
48	24-12443	Ultra Safe Nuclear Corporation	Energy Solutions Services Inc.	Subcontract - Radioactive Waste Services Agreement - Customer #: 13930	\$0.00
49	24-12443	Ultra Safe Nuclear Corporation	Everest Indemnity Insurance Company	Automobile Liability (Policy No. EF4CA00460-241)	\$0.00
50	24-12443	Ultra Safe Nuclear Corporation	Everest Indemnity Insurance Company	Excess Liability (Policy No. EF4XS00060-241)	\$0.00
51	24-12443	Ultra Safe Nuclear Corporation	Everest Indemnity Insurance Company	General Liability (Policy No. EF4EA00014-241)	\$0.00
52	24-12443	Ultra Safe Nuclear Corporation	First Choice Health	Service Provider Agreement	\$1,372.00
53	24-12443	Ultra Safe Nuclear Corporation	Freshworks Inc	Software Services Agreement - PO No. 1823	\$13,066.20
54	24-12443	Ultra Safe Nuclear Corporation	G St. Washington Real Estate Holding LLC	Master Lease Agreement and All Related Amendments	\$101,644.24
55	24-12443	Ultra Safe Nuclear Corporation	Gelest, Inc	Lab Consumable - Purchase Order - PO No. 1961	\$0.00
56	24-12443	Ultra Safe Nuclear Corporation	GILSON COMPANY INC	Purchase Order - PO 1285, PO 2020	\$0.00
57	24-12443	Ultra Safe Nuclear Corporation	Go Engineer, LLC	Software License - Account #: 496133 USNC	\$0.00

Contract ID	Case No.	Debtor	Contract Counterparty	Description	Cure Amount
58	24-12443	Ultra Safe Nuclear Corporation	GRAPHITE MACHINING INC	Purchase Order - PO No. 2015	\$16,245.29
59	24-12443	Ultra Safe Nuclear Corporation	Hallgeir Juliebo	Professional Services Agreement	\$13,332.46
60	24-12443	Ultra Safe Nuclear Corporation	Hawk Equipment Services Inc	Purchase Order for PPE - PO No. 1992	\$3,438.76
61	24-12443	Ultra Safe Nuclear Corporation	Health Equity Fsa	HSA and FSA Coverage Agreement	\$0.00
62	24-12443	Ultra Safe Nuclear Corporation	Heritage Center	Commercial Sale Agreement	\$3,359.74
63	24-12443	Ultra Safe Nuclear Corporation	Hinds International Inc Dba Hinds Instruments Inc	Purchase order for products, fees, and services - PO 1559	\$83,095.24
64	24-12443	Ultra Safe Nuclear Corporation	Human Capital Concepts Lic	Certified Professional Employer Organization Service Agreement - SC23-056	\$0.00
65	24-12443	Ultra Safe Nuclear Corporation	Idaho National Laboratory	Services Agreement	\$10,900.00
66	24-12443	Ultra Safe Nuclear Corporation	Infrastructure Masons Inc Imasons	Corporate Partner Sponsorship Agreement - No. SC24-005	\$50,000.00
67	24-12443	Ultra Safe Nuclear Corporation	Intralinks, Inc.	Services Agreement	\$6,895.50
70	24-12443	Ultra Safe Nuclear Corporation	Kandji Inc	Software Services Agreement - PO 1823	\$6,000.00
71	24-12443	Ultra Safe Nuclear Corporation	Landmark American Insurance Company	Commercial Property (Policy No. LHD943900)	\$0.00
72	24-12443	Ultra Safe Nuclear Corporation	Landmark American Insurance Company	Property Liability (Policy No. LHD943961)	\$0.00
73	24-12443	Ultra Safe Nuclear Corporation	Lloyd's London	Commercial Property (Policy No. B0621TULTR000224)	\$0.00
74	24-12443	Ultra Safe Nuclear Corporation	Lloyd's London	Excess Property (Policy No. B0621TULTR000223)	\$0.00
75	24-12443	Ultra Safe Nuclear Corporation	Lloyd'S Register Riskspectrum Ab	Purchase Order - PO No. 1908	\$14,344.77
76	24-12443	Ultra Safe Nuclear Corporation	Louisiana Energy Services, LLC	Letter Agreement, re: Confirmation for EUP Sale & Purchase Transaction LES Contract Reference: 2022L2869, dated November 8, 2022	\$0.00
77	24-12443	Ultra Safe Nuclear Corporation	Loyalty Lawn & Landscape, Inc.	Dan Billings Agreement - Internal PO 1830	\$4,790.00
78	24-12443	Ultra Safe Nuclear Corporation	Luvak Inc.	Materials for Hydride and 3Dcarbide sales	\$5,642.00
79	24-12443	Ultra Safe Nuclear Corporation	Marie Llc Dba Volunteer Industrial Supply	Purchase Orderfor Services - 1987	\$17,620.41
80	24-12443	Ultra Safe Nuclear Corporation	Markel American Insurance Company	Professional Services Agreement	\$22.68
81	24-12443	Ultra Safe Nuclear Corporation	Meltwater News Us Inc	Services Agreement	\$25,516.59
82	24-12443	Ultra Safe Nuclear Corporation	Mersen USA GS Corp - Greenville	Lab Consumable - Purchase Order - PO No. 1991, PO 2012, PO 2016, PO 2026	\$20,386.11
83	24-12443	Ultra Safe Nuclear Corporation	Metropolitan Life Insurance Company Dba Metlife	Basic Life, STD, LTD insurances coverage - No.KM 05392926-G	\$0.00
84	24-12443	Ultra Safe Nuclear Corporation	Mettler-Toledo International, Inc Dba Mettler Toledo Lic	Purchase Order for Equipment - PO No. 1938	\$3,909.34
85	24-12443	Ultra Safe Nuclear Corporation	Midwest Tungsten Service Inc	Purchase Order - PO 2013	\$13,788.54
86	24-12443	Ultra Safe Nuclear Corporation	Mirion Technologies, (Canberra) Inc	Purchase Order - PO 1948	\$128,657.60
87	24-12443	Ultra Safe Nuclear Corporation	Morgan, Lewis & Bockius Llp	Engagement Letter Dated July 23, 2018	\$1,012,864.27
88	24-12443	Ultra Safe Nuclear Corporation	Mountain Alarm Security	Security provider in Salt Lake City for ACM - Account #: 8032070	\$0.00
89	24-12443	Ultra Safe Nuclear Corporation	Mpr Associates Inc	Master Services Agreement and All Related Work dated September 1, 2021	\$1,180,406.61
90	24-12443	Ultra Safe Nuclear Corporation	Namely	Software Services Agreement - PO No. 1936	\$43,724.06
91	24-12443	Ultra Safe Nuclear Corporation	Nrg Eu	Master Services Agreement	\$1,982,799.99
92	24-12443	Ultra Safe Nuclear Corporation	NUGENERATION TECHNOLOGIES LLC	Purchase Order - PO No. 2005	\$0.00
93	24-12443	Ultra Safe Nuclear Corporation	Numerical Advisory Solutions Lic	Purchase order for service - PO 1261	\$3,750.00
94	24-12443	Ultra Safe Nuclear Corporation	Omega Riggers & Erectors Inc.	Purchase Order - No. 1069	\$4,523.04
95	24-12443	Ultra Safe Nuclear Corporation	Owens, Evans, And Ingols	Engagement Letter Dated April 4, 2022	\$210,000.00
207	24-12443	Ultra Safe Nuclear Corporation	PCL Nuclear Fabrication Inc	Master Services Agreement with Supporting Task Order - No. SC23-081	\$0.00
96	24-12443	Ultra Safe Nuclear Corporation	Principal Technology Inc	Purchase Order for Services - PO 1882, PO 1988, PO 1995	\$272,092.50
97	24-12443	Ultra Safe Nuclear Corporation	Proactis Inc	Software - Master Service Agreement dated 6/10/2023 and Service Level Agreement	\$12,500.00
98	24-12443	Ultra Safe Nuclear Corporation	ProFinity Insurance Services LLC	Professional Liability (Policy No. PF00830A23)	\$0.00
99	24-12443	Ultra Safe Nuclear Corporation	Ratner Prestia	Engagement Letter Dated September 28, 2012	\$654,932.97
100	24-12443	Ultra Safe Nuclear Corporation	Regence	HSA Medical Insurance contract - No.10051847CM11223	\$0.00
101	24-12443	Ultra Safe Nuclear Corporation	Regence	PPO Medical Insurance contract - No.10051847CM11223	\$0.00
102	24-12443	Ultra Safe Nuclear Corporation	Rocky Mountain Power	Utilities - Engineering Services Agreements	\$4,272.47
103	24-12443	Ultra Safe Nuclear Corporation	Roland Berger Holding Gmbh Dba Roland Berger Lp	Services Agreement	\$376,750.00
104	24-12443	Ultra Safe Nuclear Corporation	S&P Global Market Intelligence Lic	Software Access Agreement and Related Pricing Schedule	\$28,940.63
105	24-12443	Ultra Safe Nuclear Corporation	Sargent & Lundy Lic	Statement of Work - Services Agreement - PO No. 1733	\$45,495.00
106	24-12443	Ultra Safe Nuclear Corporation	Siemens Industry Software Sa Pty Ltd	Software Services Agreement #4009718	\$391,792.20
107	24-12443	Ultra Safe Nuclear Corporation	Steven W Knightdba Complete Building Service	Purchase Order for Cleaning Service - 1949	\$10,660.00
108	24-12443	Ultra Safe Nuclear Corporation	Strategies 360, Inc.	Consulting Services Agreement - No. SC22-030	\$76,804.43
109	24-12443	Ultra Safe Nuclear Corporation	Strategy North	Consulting Services Agreement - No. SC21-028	\$37,500.00
110	24-12443	Ultra Safe Nuclear Corporation	Teg Enterprises Inc Dba Teg Lease	Rent - Lease Agreement	\$0.00
111	24-12443	Ultra Safe Nuclear Corporation	Tennessee Department of Environmental and Conservation Division of Air Pollution Control	Air Emissions Permit - Permit No. Emission Source Reference No. 73-0286-01/Log No. 79624	\$0.00
112	24-12443	Ultra Safe Nuclear Corporation	Tennessee Department of Environmental and Conservation Division of Radiological Health	Radioactive Material License - License No. R-01127-G33	\$0.00
113	24-12443	Ultra Safe Nuclear Corporation	Tennessee Department of Environmental and Conservation Division of Radiological Health	Radioactive Material License - License No. S-01124-D32	\$3,065.02
114	24-12443	Ultra Safe Nuclear Corporation	Tennessee Department of Environmental and Conservation Division of Radiological Health	X-Ray Regulatory Permit - Permit No. 601-0280	\$0.00
115	24-12443	Ultra Safe Nuclear Corporation	THE GEL GROUP INC dba GEL LABORATORIES LLC	Purchase Order - PO No. 1980	\$0.00
116	24-12443	Ultra Safe Nuclear Corporation	The Hartford Steam Boiler Inspection And Insurance Co (Hsb)	Services Agreement	\$31,003.96
117	24-12443	Ultra Safe Nuclear Corporation	Thermal Technology Lic	Purchase Order - PO 2018	\$10,207.69
118	24-12443	Ultra Safe Nuclear Corporation	Thermofoil Inc	Software Services Agreement - PO No. 1777	\$4,220.00
119	24-12443	Ultra Safe Nuclear Corporation	Tn Dept Env & Conservation	Permit - Oak Ridge Radiological License	\$3,065.02
120	24-12443	Ultra Safe Nuclear Corporation	Town & Country Dev., Inc	Services Agreement	\$1,703.76
121	24-12443	Ultra Safe Nuclear Corporation	Trane Technologies	Sub-Contractor - Purchase Order - PO 1972, PO 1976	\$0.00
122	24-12443	Ultra Safe Nuclear Corporation	University Of Illinois At Urbana Champaign	Sponsored Research Agreement	\$807,812.11

Contract ID	Case No.	Debtor	Contract Counterparty	Description	Cure Amount
123	24-12443	Ultra Safe Nuclear Corporation	US Dept of Defense, Defense Innovation Unit	Government Contract - Master Agreement No. HQ00342290003 and All Related Contracts (P00001 and P00002)	\$0.00
124	24-12443	Ultra Safe Nuclear Corporation	UT-Battelle, LLC	Limited Exclusive and Nonexclusive Commercial Patent License - No. PLA-2011	\$0.00
125	24-12443	Ultra Safe Nuclear Corporation	UT-Battelle, LLC	Limited Exclusive Commercial Field of Use Patent License Agreement, dated December 31, 2014	\$8,438.36
126	24-12443	Ultra Safe Nuclear Corporation	UT-Battelle, LLC	Limited Exclusive Commercial Field of Use Patent License Agreement, dated December 31, 2014	\$8,438.36
127	24-12443	Ultra Safe Nuclear Corporation	UT-Battelle, LLC	Limited Exclusive Commercial Field of Use Patent License Agreement, dated December 31, 2014	\$8,438.36
128	24-12443	Ultra Safe Nuclear Corporation	Vsp Vision Care	Vision insurance policy - No.30108013	\$0.00
129	24-12443	Ultra Safe Nuclear Corporation	WABASH METAL PRODUCTS INC dba FRED S CARVER INC	Purchase Order - PO No. 2010	\$9,311.11
130	24-12443	Ultra Safe Nuclear Corporation	Wageworks, Inc.	COBRA coverage for USNC	\$9.00
131	24-12443	Ultra Safe Nuclear Corporation	Walter Morris Justice li Dba Navton Consulting Service, LLC	Augmented Staff - Master Services Agreement with Task Authorization - No. SC23-049	\$123,000.12
132	24-12443	Ultra Safe Nuclear Corporation	Zurich American Insurance Company	Excess Directors & Officers Liability; Terrorism Risk (Policy No. MPL 4306915 - 01)	\$0.00
134	24-12444	Ultra Safe Nuclear Corporation - Technologies	ATA ENGINEERING	Master Services Agreement - No. SC21-007TECH	\$0.00
135	24-12444	Ultra Safe Nuclear Corporation - Technologies	Battelle Energy Alliance, LLC	Government Contract - NRIC DOME Front End Engineering and Experiment Design (FEEED) - No. 291957	\$0.00
136	24-12444	Ultra Safe Nuclear Corporation - Technologies	Battelle Energy Alliance, LLC	Government Contract - NRIC DOME Front End Engineering and Experiment Design (FEEED) - No. 291957	\$0.00
137	24-12444	Ultra Safe Nuclear Corporation - Technologies	Boston Government Services Llc	Master Services Agreement - SC21-006TECH and SC23-009TECH	\$0.00
138	24-12444	Ultra Safe Nuclear Corporation - Technologies	Boundary Stone Partners Llc	Consulting Services - Consulting Agreement No. 2	\$120,000.00
139	24-12444	Ultra Safe Nuclear Corporation - Technologies	CHRISTOPHER VOORHEES	Master Service Agreement - No. SC23-016TECH and SC24-001TECH	\$0.00
140	24-12444	Ultra Safe Nuclear Corporation - Technologies	Cit	Services Agreement	\$219.02
133	24-12444	Ultra Safe Nuclear Corporation - Technologies	Customer 1	Subcontract Agreement for Hot End Thermal Management System - No. RD98RD-N-9322	\$0.00
144	24-12444	Ultra Safe Nuclear Corporation - Technologies	Customer 10	Subcontract Agreement for JETSON Low Power System program and All Related Amendments and Work - No. TEJ-2023-USNC-009	\$0.00
146	24-12444	Ultra Safe Nuclear Corporation - Technologies	Customer 17	Government Contract - The Nyx Mission to Observe the Universe from Deep Space - No. 80NSSC23K0967	\$0.00
147	24-12444	Ultra Safe Nuclear Corporation - Technologies	Customer 17	Government Contract - Ultrahigh Temperature Material Property Testing (Phase 2) - No. 80NSSC22CA113	\$0.00
141	24-12444	Ultra Safe Nuclear Corporation - Technologies	David Alley Dba David Alley Consulting Llc	Consulting Services Agreement	\$375.00
142	24-12444	Ultra Safe Nuclear Corporation - Technologies	Elliot Goldman	Consultant Agreement - No. SC22-005TECH	\$0.00
143	24-12444	Ultra Safe Nuclear Corporation - Technologies	Ifthikhar Rana Dba Rrs Holdings Llc	Consultant Agreement - No. SC23-005TECH	\$0.00
145	24-12444	Ultra Safe Nuclear Corporation - Technologies	Jacqueline Jaron Eanes d/b/a Gray Matter Orbits, LLC	Consultant Agreement - No. SC23-015TECH	\$0.00
148	24-12444	Ultra Safe Nuclear Corporation - Technologies	National Technology & Engineering Solutions Dba Sandia National Laboratories	Software - License Agreement Number: 22-12890	\$25,000.00
149	24-12444	Ultra Safe Nuclear Corporation - Technologies	Northrop Grumman Systems Corporation	Subcontract - Government contract No. SC23-013TECH	\$29,951.38
150	24-12444	Ultra Safe Nuclear Corporation - Technologies	Oracle America Inc	Software - Cloud Services Agreement - PO No. 1212	\$234,076.47
151	24-12444	Ultra Safe Nuclear Corporation - Technologies	OREGON STATE UNIVERISTY	Master Services Agreement - No. SC21-006TECH	\$0.00
152	24-12444	Ultra Safe Nuclear Corporation - Technologies	Oxy-Gon Industries, Inc.	Purchase Order - PO 1277, PO 1282	\$0.00
153	24-12444	Ultra Safe Nuclear Corporation - Technologies	Peter F Bythrow Dba Bougainvillea Breeze Llc	Consulting Services Agreement - No. SC22-009TECH	\$5,152.00
154	24-12444	Ultra Safe Nuclear Corporation - Technologies	Planetary Science Institute	Purchase Order - PO No. 1229	\$0.00
155	24-12444	Ultra Safe Nuclear Corporation - Technologies	Recology King County	Trash and Recycling Collection Services	\$2,415.20
156	24-12444	Ultra Safe Nuclear Corporation - Technologies	RIPIC EQUITY LLC dba STRUERS LLC	Purchase Order - PO No. 1285	\$0.00
157	24-12444	Ultra Safe Nuclear Corporation - Technologies	Roger M Myers	Consulting Services Agreement - SC22-001TECH	\$21,900.00
158	24-12444	Ultra Safe Nuclear Corporation - Technologies	Seattle City Light	Services Agreement	\$928.96
159	24-12444	Ultra Safe Nuclear Corporation - Technologies	Silver Fir Software, Inc.	Software - Purchase Order for Software licenses - PO 1206, PO 1269	\$0.00
160	24-12444	Ultra Safe Nuclear Corporation - Technologies	Smalley Steel Rig Company	Lab Consumable - Purchase Order - PO No. 1270	\$3,931.29
161	24-12444	Ultra Safe Nuclear Corporation - Technologies	SUNPOWER, INC.	Subcontract - Government - No. SC23-012TECH	\$0.00
162	24-12444	Ultra Safe Nuclear Corporation - Technologies	Texas A&M Engineering Experiment Station	Research Agreement	\$120,724.16
163	24-12444	Ultra Safe Nuclear Corporation - Technologies	US Dept of Defense, Defense Innovation Unit	Government Contract - Master Agreement No. HQ00342290003 and All Related Contracts (P00001 and P00002)	\$0.00
164	24-12444	Ultra Safe Nuclear Corporation - Technologies	VIK USA LLC	Single Tenant Commercial Lease dated 06/01/2021	\$102,119.18
165	24-12444	Ultra Safe Nuclear Corporation - Technologies	Wageworks, Inc.	COBRA coverage for USNC	\$9.00
166	24-12445	USNC-Power Ltd.	Advanced Business Imaging, Melcarm Group (Abi)	Equipment Lease	\$122.21
167	24-12445	USNC-Power Ltd.	Ats Industrial Automation Inc.	Sub-Contractor - Purchase orders for automation equipment	\$43,971.13
168	24-12445	USNC-Power Ltd.	Blackwood Partners Corporation	Master Lease Agreement and All Related Amendments	\$51,450.34
170	24-12445	USNC-Power Ltd.	Canadian Nuclear Safety Commission	Services Agreement	\$6,101.87
169	24-12445	USNC-Power Ltd.	Customer 5	Sub-Contractor - Master Task Agreement effective February 2020 and All Related Purchase Orders	\$19,188.66
171	24-12445	USNC-Power Ltd.	Eacl Consulting Services	Consulting Agreement dated May 1, 2020	\$116,667.48
172	24-12445	USNC-Power Ltd.	Gne Advisory (Pty) Ltd	Engagement Letter Dated July 1, 2020	\$73,954.73
173	24-12445	USNC-Power Ltd.	Hatch Ltd	Master Services Agreement dated March 24, 2022	\$2,127,720.51
174	24-12445	USNC-Power Ltd.	Hyundai Engineering Co. Ltd	Engineering subcontract dated June 3, 2022	\$1,723,792.08
175	24-12445	USNC-Power Ltd.	Kinectrics	Augmented Staff - Master Services Agreement effective 10/19/2022	\$30,753.66

Contract ID	Case No.	Debtor	Contract Counterparty	Description	Cure Amount
176	24-12445	USNC-Power Ltd.	Larlee Rosenberg Barristers & Solicitors	Engagement Letter, Dated October 30, 2019	\$8,315.24
177	24-12445	USNC-Power Ltd.	Mcmillan Llp	Engagement Letter	\$63,460.80
178	24-12445	USNC-Power Ltd.	Mr Michael Binder	Augmented Staff - Advisor Agreement dated 8 July 2020	\$1,800.00
179	24-12445	USNC-Power Ltd.	Sussex Strategy Group Inc	Advisory Agreement	\$39,523.74
180	24-12446	Global First Power Limited	Ajpcn Inc	Independent Contractor Agreement Executed June 3, 2024	\$15,873.41
181	24-12446	Global First Power Limited	Algonquins Of Pikwakanagan	Services Agreement	\$87,240.59
182	24-12446	Global First Power Limited	Atomic Energy Of Canada Limited	Communications Protocol and Stakeholder Engagement Agreement	\$0.00
183	24-12446	Global First Power Limited	Atomic Energy Of Canada Limited	Early Site Evaluation and Preparation Agreement	\$0.00
184	24-12446	Global First Power Limited	BDO Canada	Master Services Agreement and All Related Amendments	\$27,902.85
185	24-12446	Global First Power Limited	Calian Ltd	Master Services Agreement and All Related Amendments	\$510,785.35
186	24-12446	Global First Power Limited	Canada Inc. Executive Furniture Rentals	Furniture Lease Agreement	\$2,278.08
191	24-12446	Global First Power Limited	Canadian Nuclear Safety Commission	Services Agreement	\$641,206.61
192	24-12446	Global First Power Limited	Christian Carrier Consultant	Independent Contractor Agreement Executed January 8, 2024	\$12,728.77
193	24-12446	Global First Power Limited	Counterforce	Services Agreement	\$36.62
187	24-12446	Global First Power Limited	Customer 5	Communications Protocol and Stakeholder Engagement Agreement	\$0.00
188	24-12446	Global First Power Limited	Customer 5	Data Ownership and Licensing Agreement	\$0.00
189	24-12446	Global First Power Limited	Customer 5	Early Site Evaluation and Preparation Agreement	\$0.00
190	24-12446	Global First Power Limited	Customer 5	Project Host Agreement	\$0.00
194	24-12446	Global First Power Limited	Enbridge Gas	Utility Services Agreement	\$126.06
195	24-12446	Global First Power Limited	Grant Colaiacova Inc	Independent Contractor Agreement Executed December 22, 2023	\$4,640.77
196	24-12446	Global First Power Limited	Jan-Pro Of Durham	Services Agreement	\$720.69
197	24-12446	Global First Power Limited	Lee Dixon - Canada Inc.	Independent Contractor Agreement and Extension Amendment	\$28,022.89
198	24-12446	Global First Power Limited	Marcel Devos	Independent Contractor Agreement	\$0.00
199	24-12446	Global First Power Limited	Marsh Limited	General Liability (Policy No. B0509BOWC12351558)	\$0.00
200	24-12446	Global First Power Limited	Mev 200 Consulting	Independent Contractor Agreement Executed October 29, 2020	\$23,563.89
201	24-12446	Global First Power Limited	Northbridge Insurance	Commercial Property (Policy No. P04130756-1)	\$0.00
202	24-12446	Global First Power Limited	Ontario Power Generation Inc	Master Services Agreement	\$0.00
203	24-12446	Global First Power Limited	Pontiac Journal Du Pontiac	Services Agreement	\$671.22
204	24-12446	Global First Power Limited	Rogers	Utility Services Agreement	\$73.22
205	24-12446	Global First Power Limited	Ruffolo Nuclear Consulting	Independent Contractor Agreement Executed December 20, 2023	\$15,230.59
206	24-12446	Global First Power Limited	Softchoice Lp	Software Services Agreement	\$24,208.80
					\$16,235,434.95