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AFFIDAVIT OF SETH B. ROSEN

06-15099-01
03008562

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

1. My name is Seth B. Rosen and I am over 18 years of age.

2. I currently serve as the Secretary of Mirion Technologics (Canberra), Inc., formerly known as Canberra Industries, Inc. ("Canberra").

3. The documents from which portions should be withheld are identified as Adams Accession Number ML16203A230 (the "Document"), with control number 590643.

4. Portions of the Document should be withheld under 10 C.F.R. § 2.390(a)(4) as the Document contains commercial or financial information that is privileged or confidential.

5. Certain information contained in the Document is held by Canberra in confidence, as it constitutes confidential commercial and financial information that is generally withheld from public disclosure. The Document is not available to be reviewed through any public source and has not been intentionally made available to the public. Canberra transmitted the information to the Nuclear Regulatory Commission (the "Commission") in confidence but inadvertently omitted the appropriate and necessary redactions and request for withholding. Canberra would suffer substantial harm from the disclosure of the confidential commercial and financial information contained in the Document because such disclosure would be prejudicial to Canberra's competitive position.

6. Attached to this affidavit is a form of the Document that identifies the confidential financial information that merits withholding under 10 C.F.R. § 2.390(a)(4).

AND FURTHER THIS AFFIANT SAITH NOT.

Executed this 14th day of November 2016.

Seth B. Rosen, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

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NMSS/RGN1 MATERIALS-002

4852-0367-2124.v1

REC'D IN LAT 11/14/2016

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa } SS.

Subscribed and ~~sworn to (or~~ affirmed) before me on this 14 day of November, 20 16, by

Seth B. Rosen, proved to me on the basis of satisfactory evidence

to be the person(~~s~~) who appeared before me.

BONNIE LOUIE
COMM. # 2132298
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
MY COMM. EXP. OCT. 31, 2018

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☑ CORPORATE OFFICER — Secretary of Mirai Technologies (Canberra), Inc. (TITLE)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Affidavit of Seth B. Rosen
TITLE OR TYPE OF DOCUMENT

1 Page
NUMBER OF PAGES

11/14/16
DATE OF DOCUMENT

OTHER

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

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SHARE PURCHASE AGREEMENT

BY AND AMONG

AREVA NC S.A.

AREVA, INC.

AND

MIRION TECHNOLOGIES, INC.

April 5, 2016

En accord avec les parties, les présentes ont été reliées par le procédé ASSEMBLACT R.C. empêchant toute substitution ou addition et sont seulement signées à la dernière page.

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SHARE PURCHASE AGREEMENT

BY AND AMONG:

AREVA NC S.A., a French *société anonyme* with a share capital of €100,259,000, the registered office of which is located 1 place Jean Millier, Tour AREVA, 92400 Courbevoie, France, registered with the Registry of Commerce and Companies of Nanterre under number 305 207 169 RCS Nanterre, represented by Cyril Moulin, duly authorized for the purposes hereof (hereinafter referred to as "AREVA NC SA"),

AREVA, Inc., a corporation organized under the laws of Delaware, USA, having its principal place of business at 3315 Old Forest Road, OF-28, 24501 Lynchburg, Virginia, USA, registered under number 2194311, represented by Cyril Moulin, duly authorized for the purposes hereof (hereinafter referred to as "AREVA, Inc."),

AREVA NC SA and AREVA, Inc. are hereinafter referred to, together, as the "Sellers" and each, individually, as a "Seller",

ON THE FIRST PART

AND:

Mirion Technologies, Inc., a corporation organized under the laws of the State of Delaware, USA having its principal place of business at 3000 Executive Parkway, Suite 222, San Ramon, California USA, represented by Thomas D. Logan, duly authorized for the purposes hereof (hereinafter referred to as the "Purchaser"),

ON THE SECOND PART

The Sellers and the Purchaser are hereinafter referred to, together, as the "Parties" and each, individually, as a "Party".

RECITALS

WHEREAS, AREVA, Inc. owns 100% of the share capital of Canberra Industries, Inc., a corporation organized under the laws of Delaware, USA, having its principal place of business at 800 Research Parkway, CT 06450 Meriden, USA, registered under number 3348104 ("Canberra Industries").

WHEREAS, AREVA NC SA owns 100% of the share capital of Canberra France, a French *société par actions simplifiée* with a share capital of €4,012,000, the registered office of which is located 1, rue des Hérons, 78180 Montigny Le Bretonneux, France, registered with the Registry of Commerce and Companies of Versailles under number 384 449 773 RCS Versailles ("Canberra France"),

(Canberra Industries and Canberra France being hereinafter referred to, together, as the "Companies", and each, individually, as a "Company").

WHEREAS, Canberra Industries holds:

(i) 100% of the share capital of Canberra Co., a limited liability company organized under the laws of Canada, having its principal place of business at East – 50B Caldari Rd, L4K 4N8 Concord, Ontario, Canada ("Canberra Co."),

(ii) 100% of the share capital of Canberra Japan KK, a private limited company organized under the laws of Japan, having its principal place of business at Asakusabashi Bldg, Taito-ku, 4-19-8 Asakusabashi, 111-0053 Tokyo, Japan ("Canberra Japan"),

(iii) 55% of membership interest of MCS-Mobile Characterization Services, a limited liability company organized under the laws of New Mexico, USA, having its principal place of business at 2732 Vassar Place, Suite E, NM 87101 Albuquerque, New Mexico, USA ("MCS"),

(iv) 100% of the share capital of Canberra Semiconductor NV, a Belgian *société anonyme*, the registered office of which is located Lammerdries 25, 2250 Olen, Belgium ("Canberra Semiconductor"),

(v) 100% of the share capital of Canberra UK Ltd., a private limited company organized under the laws of England & Wales, the registered office of which is located 528-10 Unit 1 Harwell International Business Center, OX11ORA Oxfordshire, United Kingdom ("Canberra UK"), and

(vi) 100% of the share capital of LLC Canberra –Packard Trading Corporation (previously Canberra Packard Trading Co.), a private limited company organized under the laws of Russia, with a share capital of 40 RUB, the registered office of which is located 16/10 Mikluho-Maklaya, 117871 Moscow, Russia ("Canberra Packard Trading"),

WHEREAS, Canberra France holds:

(i) 100% of the share capital of Canberra GmbH, a German limited liability company with a share capital of €255,645.94, the registered office of which is located Walter-Flex Strasse 66, 65428 Rüsselsheim, Germany ("Canberra GmbH"); and

(ii) 100% of the share capital of Canberra NV, a Belgian private limited company with a share capital of €628,137.40, the registered office of which is located Z1 –Research Park 80, B-1731 Zellik, Belgium, registered under number HR 502 208 Bruxelles ("Canberra NV").

WHEREAS, Canberra NV holds 100% of the share capital of Canberra Solutions AB, a Swedish private limited company with a share capital of SEK100,000, the registered office of which is located Kungsgatan 107, 75318 Uppsala, Sweden ("Canberra Solutions"),

(Canberra Co., Canberra Japan, MCS, Canberra Semiconductor, Canberra UK, Canberra Packard Trading, Canberra GmbH, Canberra NV and Canberra Solutions being hereinafter referred to, together, as the "Subsidiaries", and each, individually, as a "Subsidiary").

WHEREAS, Canberra Industries, Canberra France and the Subsidiaries (together, the "Group Companies", and each, individually, a "Group Company") conduct the Business (as defined below).

WHEREAS, the Purchaser was given access to a data room containing information relating to the Group Companies from September 18, 2015 to December 17, 2015 (the "Data Room"), was invited to attend management presentations, and has reviewed, subject to terms of a clean team agreement dated September 14, 2015 (the "Clean Team Agreement"), the documents provided in the Data Room and during its whole due diligence, which are listed in Annex A.

WHEREAS, copies of a financial, carve out and IT vendor due diligence report dated July 22, 2015 prepared by PWC in connection with the Group Companies, a copy of which is attached hereto as Annex B, a commercial vendor due diligence report dated July 3, 2015 prepared by Roland Berger in connection with the Group Companies, a copy of which is attached hereto as Annex C, a tax vendor due diligence report dated June 5, 2015 prepared by TAJ in connection with the Group Companies, a copy of which is attached hereto as Annex D, and a legal vendor due diligence report dated September 16, 2015 prepared by FTPA Law Firm in connection with the Group Companies, a copy of which is attached hereto as Annex E (collectively, the "VDD Reports") have been provided or made available to the Purchaser in redacted version, subject to the terms of the Clean Team Agreement.

WHEREAS, the Purchaser and the Sellers entered into a put option agreement (the "Put Option Agreement") dated December 24, 2015 (the "Put Option Date"), pursuant to which the Purchaser granted to the Sellers a firm and binding promise to acquire from the Sellers, upon the terms and subject to the conditions contained herein, all the shares of Canberra Industries and Canberra France, which in turn shall own all the securities currently owned in Subsidiaries, at the Sellers' sole option. The Sellers have decided to accept the Purchaser's offer and the Parties have agreed to enter into this Agreement.

WHEREAS, in connection with the transactions contemplated herein and prior to the date hereof, the Group Companies have duly informed and/or consulted with their workers' committees, in accordance with applicable Laws and have determined that the provisions of articles L. 23-10-1 and seq. of the French Commercial Code were not applicable.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I.

DEFINITIONS

1.1 Definitions. The following terms shall have the following meanings for the purposes of this Agreement:

"Accounting Firm" shall have the meaning set forth in Section 3.3.

"Accounting Principles" means the accounting policies attached as Annex 1.1(c), to the extent they are compliant with IFRS.

"Additional Carve-Out Costs" shall have the meaning set forth in Section 6.11(c).

"Additional Carve-Out Services" shall have the meaning set forth in Section 6.11(c).

"Affiliate Transaction" shall mean any transaction between any Group Company on the one side and the Seller or one or more of its Affiliates (other than a Group Company) on the other side.

"Affiliate" shall mean, with respect to any specified Person, any other Person which, directly or indirectly, controls, is under common control with, or is controlled by, such specified Person. The term "control" as used in the preceding sentence shall have the meaning set forth in article L. 233-3 of the French Commercial Code.

"After Tax Net Proceeds" shall mean net proceeds after Tax arising from the transaction contemplated in this Agreement, for the sake of clarity, taking into account any use of brought-forward tax losses as described in Section 2.2(d).

"AFS" means AREVA Federal Services LLC (AFS), an Affiliate of AREVA, Inc. which registered office is 3315 Old Forest road – OF-28 Virginia, 24501 Lynchburg, USA.

"Agreement" shall mean this share purchase agreement, including all Annexes, Exhibits and Schedules hereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

"AML Legislation" shall mean any anti-money laundering, anti-terrorist financing and "know your client" laws including any regulations, guidelines or orders thereunder.

"Antitrust Division" shall mean the United States Department of Justice.

"AREVA Name" shall mean the business name, brand name, trade name, trademark, service mark, and domain name "AREVA", any business name, brand name, trade name, trademark, service mark and domain name that includes the word "AREVA", any portion thereof, including the letter "A" used as a semi-figurative trademark, any and all other derivatives thereof and the AREVA logo.

"AREVA SA" means AREVA S.A., the ultimate parent company of the AREVA group of companies, a French *société anonyme* with a share capital of 1,456,178,437.60 euro, the registered office of which is located 1 place Jean Millier, Tour AREVA, 92400 Courbevoie, France, registered with the Registry of Commerce and Companies of Nanterre under number 712 054 923 RCS Nanterre.

"Bank Guarantee" shall have the meaning set forth in Section 8.8.

"Beneficiary" shall have the meaning set forth in Section 8.7.

"Benefit Plan" shall have the meaning set forth in Section 4.11(b).

"Blackbox" means the DVD provided to the Purchaser on the date hereof containing documents and information which have not been made available to Purchaser prior to the date hereof but have been made available to the Clean Team (as such term is defined in the Clean Team Agreement) from December 22, 2015, and that the Sellers wish to disclose, it being specified that those information and documents shall not be an exception to the representations and warranties made by the Sellers.

"Break-up Fee" shall have the meaning set forth in Section 7.3.

"Budget" means the projected capex set forth page 138 of the financial vendor due diligence report Volume 1 – Group report, dated July 22, 2015 prepared by PWC.

"Business Day" shall mean any day of the year other than (i) any Saturday or Sunday or (ii) any other day on which banks located in France in United Kingdom or in the United States of America generally are closed for business.

"Business" shall mean the business, as conducted by the Group Companies, of nuclear detection, measurement, analysis and monitoring products, systems, services and softwares enabling customers to meet critical safety, security and environmental requirements and regulations, including: (a) radiochemistry equipment which detects and analyzes the radioactivity of a sample in a controlled laboratory environment; (b) health physics products which monitor people and objects for radiation exposure and contamination to protect individuals and the public from radiation hazardous contamination; (c) fixed and mobile Non-destructive Assay (NDA) and Waste Systems (often custom engineered) which measure and characterize radioactive waste for treatment, disposal and material accountability without destroying the analyzed sample; (d) fixed and semi-fixed Environmental Monitoring Systems (EMS) which continuously monitor radiation in determined areas within or around nuclear and other facilities; (e) Radiation Monitoring Systems (RMS) which are integrated (often custom engineered) systems of equipment and software that perform continuous monitoring of radioactivity in plant systems and in the area around a nuclear facility; (f) surveillance cameras, seals and accessories which allow the monitoring of activities within nuclear facilities for purposes of material control and accountability; (g) product support, measurement support and technical support services across all applications provided by teams of expert technicians; and (h) expert measurement services to meet unique customer requirements beyond client's own expertise, or to augment client staff.

"Canberra Co. " shall have the meaning set forth in the preamble.

"Canberra France" shall have the meaning set forth in the preamble.

"Canberra GmbH" shall have the meaning set forth in the preamble.

"Canberra Industries" shall have the meaning set forth in the preamble.

"Canberra Japan" shall have the meaning set forth in the preamble.

"Canberra NV" shall have the meaning set forth in the preamble.

"Canberra Packard Trading" shall have the meaning set forth in the preamble.

"Canberra Solutions" shall have the meaning set forth in the preamble.

"Canberra UK" shall have the meaning set forth in the preamble.

"Cash" shall have the meaning set forth in Annex 1.1(a).

"Cash Pooling Agreements" shall have the meaning set forth in Section 8.5(a).

"Carve-Out Services" shall have the meaning set forth in Section 6.11.

"CFIUS" shall mean the Committee on Foreign Investment in the United States.

"Claim" shall mean any action, suit, litigation claim, injunction, prosecution or legal, administrative or arbitral proceeding or investigation.

"Claim Notice" shall have the meaning set forth in Section 12.2(a).

"Clean Team Agreement" shall have the meaning set forth in the preamble.

"Closing" shall mean the consummation of the transactions contemplated herein in accordance with Article X.

"Closing Date" shall mean the date on which the Closing occurs.

"Closing Financial Statements" shall have the meaning set forth in Section 3.3.

"Closing Net Indebtedness" shall mean the Net Indebtedness at the close of the day preceding the Closing Date.

"Closing Net Working Capital" shall mean the Net Working Capital at the close of the day preceding the Closing Date.

"Closing Statement" shall have the meaning set forth in Section 3.3.

"Commitment Letters" shall have the meaning set forth in Section 5.6.

"Company" and "Companies" shall have the meaning set forth in the preamble.

"Confidentiality Agreement" shall have the meaning set forth in Section 11.2.

"Consent" shall mean a consent, authorization or approval of a Person, or a filing or registration with a Person, required to be in compliance with Laws or with a Contract.

"Contract" shall mean any contract, lease, sales order, purchase order, agreement, indenture, mortgage, note, bond, warrant, instrument, commitment, guarantee or other arrangement, understanding or undertaking to which a Person is a party, by which it is bound, or to which any of its assets or properties is subject.

"Cost to Upstream Cash" shall mean any costs, taxes (including withholding tax) or charges incurred or that would be incurred to make items (a) to (f) of the definition of Cash available, as determined pursuant to Annex 1.1(f).

"Data Room" shall have the meaning set forth in the preamble.

"Deadline for Satisfaction of the Conditions Precedent" shall have the meaning set forth in Section 7.2.

"Debt Commitment Letter" shall have the meaning set forth in Section 5.6.

"Dedicated Team Members" shall mean the Clean Team Members as such term is defined in the Clean Team Agreement and Mr. Seth Rosen, executive Vice President and General Counsel of Mirion Technologies, Inc.

"Designated Jurisdiction" shall mean any country or territory to the extent that such country or territory is target of any Sanctions Law.

"Designated Transferee" shall have the meaning set forth in Section 13.7(c).

"Disclosure Supplement" shall mean the disclosure supplements made by the Sellers pursuant to Section 6.3.

"Disputed Clause" shall have the meaning set forth in Section 6.6(c).

"Disputed Contract" shall have the meaning set forth in Section 6.6(c).

"Disputed Item" shall have the meaning set forth in Section 6.6(c).

"Earn-Out" shall have the meaning set forth in Section 7.7.

"Effective Date" shall mean the date on which this Agreement is executed.

"Employees" shall have the meaning set forth in Section 4.11(a).

10 C.F.R. § 2.390(a)(4)

"Enterprise Value" shall mean the enterprise value of the Companies equal to t[redacted]

"Environmental Laws" shall mean any applicable laws, common laws, statutes, statutory instruments, treaties, ordinances, rules, regulations, directives, decisions, by-laws, codes, orders, notices, demands, decrees, injunctions or judgments which relate to Environmental Matters and which are in force or effect prior to or on the Closing Date.

"Environmental Matters" shall mean any of the following: (a) the protection of the environment (including air, water vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resources); (b) pollution or contamination; (c) the production, generation, manufacture, processing, handling, keeping, possession, presence, storage, distribution, use (including as a building material), treatment, supply, receipt, sale, purchase, removal, transport, importation, exportation, disposal, release, spillage, deposit, escape, discharge, leak, emission, leaching or migration of Hazardous Materials; (d) exposure of any human or other living organism to Hazardous Materials; (e) the creation of any noise, vibration, radiation, common law or statutory nuisance, or other impact on the environment; (f) any other matters relating to the condition, protection, maintenance, restoration or remediation of the environment; and/or (g) human health and safety.

"Estimated Net Indebtedness" shall have the meaning set forth in Section 3.2.

"Estimated Net Working Capital" shall have the meaning set forth in Section 3.2.

"Expiration Date" shall have the meaning set forth in Section 12.8.

"Final Closing Financial Statements" shall have the meaning set forth in Section 3.3(b).

"Final Closing Statement" shall have the meaning set forth in Section 3.3(b).

"Financial Statements" shall have the meaning set forth in Section 4.18.

"Financial Year" should be defined as the calendar year ending 31 December.

"Fissile Lease Amount" shall mean 12 x EBITDA underlying the Fissile Lease Agreement during the calendar year 2015.

"Fissile Lease Agreement" shall have the meaning set forth in Section 6.5(a).

"French Tax Consolidation Exit Agreement" shall mean the specific agreement entered into between AREVA SA and Canberra France providing for the consequences of the exit of Canberra France from the French tax consolidated group, a copy of which is attached as Annex

1.1(d).

"FTC" shall mean the United States Federal Trade Commission.

"Governmental Authority" shall mean any local, national, supranational or foreign government or subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any national or foreign government, including any other organ (whether national or federal) of the European Community.

"Group Company" and "Group Companies" shall have the meaning set forth in the preamble.

"Hazardous Materials" shall mean any substance that is listed, classified or regulated on or prior to the Closing Date to be contemplated by a Governmental Authority to be regulated, pursuant to any Environmental Law, including any radioactive, asbestos containing material, lead containing paint, poisonous, noxious, dangerous, hazardous, toxic, flammable, carcinogenic, corrosive, infectious, mutagenic, teratogenic, irritant or explosive materials or substances or any constituent or any mixture of any of them;

"Hedging Agreement" shall have the meaning set forth in Section 8.9.

"IFRS" shall mean the International Financial Reporting Standards as implemented in the European Union.

"Intellectual Property" shall mean all intellectual property rights including registered trademarks, patents, drawings and models, trade secrets, applications for, and the rights to apply for such rights, inventions, trade and business names, copyrights, computer software, databases and domain names.

"Intercompany Loan Agreement" shall have the meaning set forth in Section 8.6(a).

"Interim Purchase Price" shall have the meaning set forth in Section 3.2.

"IPR Amount" shall have the meaning set forth in Section 8.15(b).

"IPR Assignment Agreement" means the IPR Assignment Agreement between AREVA NC SA and Canberra Industries dated November 9th, 2015, to be amended pursuant to Section 8.15.

"IPR Assignment Agreement Amendment" shall have the meaning set forth in Section 8.15(a).

"IPR Payment" shall have the meaning set forth in Section 8.15(b).

"IT Carve Out Strategic Committee" shall have the meaning set forth in Section 6.11(e).

"Law" shall mean any applicable treaties, directives, law, statute, regulation, ordinance, rule, order, decree or governmental requirement enacted, promulgated or imposed by any Governmental Authority.

"Leased Real Property" shall have the meaning set forth in Section 4.9(a)(ii).

"Licensed Intellectual Property" shall have the meaning set forth in Section 4.10(b).

"Lien" shall mean any security over assets (*sûreté réelle*), guarantee (*sûreté personnelle*), pledge of real or personal property (*nantissement* or *gage*), mortgage (*hypothèque*), lien (*privilège*), right of retention (*droit de rétention*), charge (*charge*), ownership right (*démembrement*), easement or right of way (*servitude*), third party rights to acquire pursuant to any call option or pre-emption right, or other security interest (*sûreté*), claim or third party right restricting in any manner whatsoever the ownership, the use or the free transferability of any asset (including pre-emption agreement, ineliability, tag-along right, drag-along right, preferential agreement, escrow agreement or reservation of title).

"Lock-Up Period" shall have the meaning set forth in Section 7.6.

"Lock-Up Sale" shall have the meaning set forth in Section 7.7.

"Loss" or "Losses" shall mean any and all damages (*prejudices*), losses and reasonable expenses directly incurred which, for the sake of clarity, shall not include any damage which is contingent, potential, unforeseen, consequential or punitive or any lost profits.

"Material Contracts" shall have the meaning set forth in Section 4.13(a).

"MCS" shall have the meaning set forth in the preamble.

"Minutes" shall have the meaning set forth in Section 6.6(c) .

"Mirion Confidentiality Agreement" shall mean the confidentiality agreement dated the date hereof between Purchaser, Seller and the Companies.

"MSIS Assistance" means an Affiliate of AREVA NC SA which registered office is located 1, route de La Noue, ZAC de Courcelles, 91196 Gif-sur-Yvette, registered with the Registry of Commerce and Companies of Evry under number 327 492 336.

"Net Indebtedness" shall mean the net indebtedness of the Companies, determined on a consolidated basis as detailed in Annex 1.1(b).

"Net Indebtedness Adjustment" shall have the meaning set forth in Section 3.3(b).

"Net Working Capital" shall mean the net working capital of the Companies, determined on a consolidated basis as detailed in Annex 1.1(c).

"Net Working Capital Adjustment" shall have the meaning set forth in Section 3.3(b).

"Order" shall mean any order, judgment, injunction, award, decree, ruling, charge or writ of any Governmental Authority.

"Ordinary Course of Business" shall mean with respect to an action taken by a Person, an action which is ordinary, prudent, consistent with the past practices and customs of such Person and taken in the ordinary course of the normal day-to-day operations of such Person in each case to the extent compliant with Laws.

"Other Consents" shall have the meaning set forth in Section 7.3.

"Owned Intellectual Property" shall have the meaning set forth in Section 4.10(a).

"Owned Real Property" shall have the meaning set forth in Section 4.9(a).

"Parent Company Guarantees" shall have the meaning set forth in Section 8.7.

"Party" and "Parties" shall have the meaning set forth in the preamble.

"Permit" shall mean any permit, license, declaration, approval or other authorization required or granted by any Governmental Authority to be in compliance with Laws.

"Permitted Activities" shall have the meaning set forth in Section 8.11(a).

"Person" shall mean any individual, corporation, proprietorship, firm, partnership, limited partnership, limited liability company, trust, association or other entity.

"Policies" shall mean all policies of fire, casualty, liability, workmen's compensation, life (to the extent for the benefit of the Group Companies), directors' and officers' liability and other forms of insurance to the benefit of the Group Companies, whether maintained by AREVA SA or by the Group Companies.

"Post-Closing Adjustment" shall have the meaning set forth in Section 3.3.

"Post-Closing Straddle Period" shall have the meaning set forth in Section 8.12(a).

"Prepayment Amount" shall have the meaning set forth in Section 7.4.

"Pre-Closing Tax Period" shall have the meaning set forth in Section 8.12(b).

"Pre-Closing Straddle Period" shall have the meaning set forth in Section 8.12(a).

"Proceeding" shall mean any action, suit, arbitration, investigation, proceeding or litigation, whether judicial, administrative, arbitral or otherwise.

"Purchaser Compensated Amount" shall have the meaning set forth in Section 6.11(a)(ii).

"Purchase Price" shall have the meaning set forth in Section 3.1.

"Purchaser Indemnified Party" and "Purchaser Indemnified Parties" shall have the meaning set forth in Section 12.1.

"Purchaser" shall have the meaning set forth in the preamble.

"Put Option Agreement" shall have the meaning set forth in the preamble.

"Put Option Date" shall have the meaning set forth in the preamble.

"Real Property" shall have the meaning set forth in Section 4.9(b).

10 C.F.R. § 2.390(a)(4)

"Reference Net Working Capital" shall be equal to [redacted]

"Related Agreements" shall mean the Transition Services Agreement. The Related Agreements executed by a specified Person shall be referred to as "such Person's Related Agreements", "its Related Agreements" or other similar expression.

"Sanctions Laws" shall mean any comprehensive economic sanctions administered or enforced by the United States government (including without limitation the U.S. Department of the Treasury's Office of Foreign Assets Control) or any similar economic sanctions administered by the European Union, the French State or the United Nations Security Council.

"Section 338(h)(10) Elections" shall have the meaning set forth in Section 2.2(a).

"Sellers" shall have the meaning set forth in the preamble.

"Sellers Compensated Amount" shall have the meaning set forth in Section 6.11(a)(i).

"Shares" shall have the meaning set forth in Section 2.1.

"Share Purchase Price" shall mean the fraction having for numerator (i) the portion of the Purchase Price allocated to a Company pursuant to Annex 3.1 and for denominator (ii) the number of shares comprising such Company's share capital as at the Closing Date.

"Share Sale Price" shall have the meaning set forth in Section7.7.

"Straddle Period" shall have the meaning set forth in Section 8.12(a).

"Subsidiaries" shall have the meaning set forth in the preamble.

"Tax Adjustment" shall have the meaning in Section 2.2(c).

"Tax Adjustment Information" shall have the meaning in Section 2.2(a).

"Tax Laws" shall mean, with respect to Taxes, any applicable law including without limitation all civil and common law, statute, subordinate legislation, treaty, regulation, directive, case law, administrative guidelines or statements of practice released by any Governmental Authorities applicable to the Group Companies in any jurisdiction.

"Tax Proceeding" shall have the meaning set forth in Section 12.4.

"Tax Relief" shall mean any loss, relief, allowance or credit in respect of any Tax or any deduction in computing profits or gains for the purposes of any Tax or any right to repayment of Tax.

"Tax Return" shall mean any report, return or other information filed or required to be supplied to a Governmental Authority in connection with any Taxes.

"Taxes" shall mean all income, profit, payroll, social security, withholding, sales, use, transfer, registration, recording, value added, ad valorem, real or personal property, excise, occupation, customs, import and export or other taxes and governmental fees imposed by France, the United States or any other country or by any state, municipality, subdivision or agency of France, the United States or any other country, or any Governmental Authority or other authority responsible for levying taxes or fees, and all interest, penalties, deficiencies and assessments due on account thereof, whether disputed or undisputed, including, without limitation, *impôts sur les sociétés*, *taxe sur la valeur ajoutée*, *droits d'enregistrement*, *taxe professionnelle*, *taxe foncière*, *cotisations sociales* and any other forms of Taxation or contributions and levies in France arising pursuant to the French Tax laws or in any other country pursuant to the Tax laws of such country, *parafiscalité*, social security and customs laws, and all penalties, addition to Tax and interest for late payment relating thereto.

"Taxation" shall have the meaning correlative to the foregoing.

"Tender Call" shall have the meaning set forth in Section 8.11(a).

"Termination Date" shall be the fifth day following the Deadline for Satisfaction of the

Conditions Precedent.

"Third Party Claim" shall have the meaning set forth in Section 12.3(a).

"Third Party Expert" shall have the meaning set forth in Section 6.6(c)(ii).

"Transfer Taxes" shall mean all transfer, documentary, sales, use, stamp, conveyance, registration or recording charges and other similar Taxes (excluding any Taxes on or attributable to income or gains) and related fees (including any penalties, interest and additions to Tax).

"Transition Services Agreement" shall mean the transition services agreement to be entered into between the Parties on the Closing Date, in the form set forth in Exhibit A.

"US Subsidiaries" shall have the meaning set forth in Section 2.2(b).

"US Subsidiaries Price" shall have the meaning set forth in Section 2.2(b).

"US Tax Consolidation Exit Agreement" shall mean the agreement between AREVA Inc. and Canberra Industries attached as Annex 1.1(e).

"VDD Reports" shall have the meaning set forth in the preamble.

"WIPP" shall have the meaning set forth in Section 8.13(a).

"WIPP Contract" shall have the meaning set forth in Section 8.13(a).

"2015 Financial Statements" shall have the meaning set forth in Section 6.7.

1.2 Interpretation.

(a) The headings preceding the text of Articles and Sections included in this Agreement and the headings to Exhibits, Schedules and Annexes attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

(b) The use of the singular or plural form of words herein shall not limit any provision of this Agreement.

(c) The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation", respectively.

(d) Reference to any Person includes such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement. Reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

(e) Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.

(f) Underlined references to Articles, Sections, paragraphs, clauses, Exhibits or Schedules or Annexes shall refer to those portions of this Agreement.

(g) The use of the terms "hereunder", "hereof", "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of, or Exhibit or Schedule or Annex to, this Agreement.

(h) If any of the representations and warranties are expressed to be given "so far as the Sellers are aware" or "to the knowledge of the Sellers", or words to that effect, the Sellers shall be deemed to have knowledge of the facts, matters and circumstances which are actually known by the individuals listed in Annex 1.2(h), provided that such persons should have reasonably verified the accuracy of the representations and warranties.

(i) The Parties have been represented by legal counsel during the preparation, negotiation and execution of this Agreement and the Related Agreements, and acknowledge that the provisions of this Agreement and the Related Agreements and the English language in which their agreement is stated herein and therein are the provisions and the language, respectively, that the Parties have chosen to express their mutual intent. Accordingly, each Party hereby waives, with respect to this Agreement, the Related Agreements and each Schedule or Exhibit or Annex hereto or thereto the application of any Law, holding or rule of construction providing that ambiguities in an agreement or other document are to be construed against the Party who drafted such agreement or document or whose language was used to prepare or negotiate such agreement or document.

ARTICLE II.

SALE AND PURCHASE OF SHARES

2.1 Sale and Purchase of Shares. Subject to the terms and conditions of this Agreement, on the Closing Date, the Sellers shall sell, assign, convey and transfer to the Purchaser, and the Purchaser shall purchase and acquire from the Sellers, free and clear of all Liens, a hundred (100) shares representing 100% of the shares of Canberra Industries and one million three thousand (1,003,000) shares representing 100% of the shares of Canberra France (together, the "Shares"), together with all rights afforded thereby including all rights to unpaid distribution.

2.2 Optional Structuring.

(a) (i) Purchaser shall be entitled, at its sole discretion, which shall be exercised by providing written notice to AREVA, Inc. not later than 10 Business Days prior to the Closing Date, to require AREVA, Inc. to make an effective and irrevocable election under section 338(h)(10) of the U.S. Internal Revenue Code of 1986, as amended (and/or any corresponding election under state, local or foreign Tax law), in accordance with applicable regulations, with respect to the acquisition of Canberra Industries and any of its Subsidiaries (the "Section 338(h)(10) Elections"), provided Purchaser agrees to make the Tax Adjustment payment pursuant to Section 2.2(c).

(ii) To that effect, Sellers shall provide to Purchaser within 30 days from the date hereof all information reasonably necessary to allow Purchaser to determine the amount of the Tax Adjustment (the "Tax Adjustment Information").

(iii) The Sellers may update the Tax Adjustment Information within thirty (30) days from the Closing Date (x) to reflect a change in Tax law affecting the amount of the Tax Adjustment or (y) to reflect the actual profits and losses generated in the relevant companies from the period between the date on which the Tax Adjustment Information was initially provided by Sellers up to the Closing Date.

(iv) In the event that the updated Tax Adjustment Information provided in (iii) results in a higher Tax Adjustment when compared to the information provided in (ii), Purchaser shall be entitled, at its sole discretion, which shall be exercised by providing written notice to AREVA, Inc. not later than thirty (30) Business Days after the receipt of the updated Tax Adjustment

Information provided in (iii), to withdraw its request under Section 2.2(a)(i) that AREVA, Inc makes the "Section 338(h)(10) Elections". In the event of such withdrawal, Purchaser shall no longer be liable to make the Tax Adjustment payment pursuant to Section 2.2(c).

(b) Purchaser shall be entitled to acquire or cause one of its Affiliates to acquire, immediately prior to the acquisition of the shares of Canberra Industries, all or part of the securities of the Subsidiaries of Canberra Industries (the "US Subsidiaries") at the purchase price allocated to such US Subsidiaries in accordance with Annex 3.1, provided that, if Purchaser makes such election (which shall be made in writing no later than 10 Business Days prior to Closing), Purchaser agrees to make the Tax Adjustment payment pursuant to Section 2.2(c). Further, any purchase price paid for the purchase of the shares of the US Subsidiaries (the "US Subsidiaries Price") shall reduce the Purchase Price for the Shares (and consequently, the Interim Purchase Price) as set forth in Section 3.2.

(c) If Purchaser elects either of the optional structuring provisions in Section 2.2(b) and 2.2(c), Purchaser shall fully compensate AREVA Inc. against any and all costs and losses resulting thereto, which shall include a payment in cash, on the date of delivery of the Closing Statement, of the amount of additional consideration necessary (calculated on the basis of the Tax Adjustment Information provided to the Purchaser) to cause AREVA Inc.'s After-Tax Net Proceeds from the sale of its Shares with the Section 338(h)(10) Elections or the pre-acquisition US Subsidiaries purchase, as applicable, to be equal to the After-Tax Net Proceeds that AREVA Inc. would have received had neither the Section 338(h)(10) Elections nor the pre-acquisition US Subsidiaries purchase, as applicable, been made, taking into account all appropriate state, federal and local Tax implications, grossed up to include the federal, state and local income Taxes of AREVA Inc. arising from and attributable to AREVA Inc.'s receipt of such additional consideration from Purchaser (the "Tax Adjustment"). For the avoidance of doubt, (A) for purposes of comparing AREVA Inc.'s After-Tax Net Proceeds with and without the Section 338(h)(10) Elections, the final day of the Canberra Industries' Pre-Closing Tax Period shall be deemed to be, and shall include, the day preceding the Closing Date notwithstanding anything to the contrary under any applicable federal, state or local law and (B) the gross-up amount shall be calculated, on a with or without basis, by using AREVA Inc.'s applicable Tax rates in the Tax year in which payment is received. Purchaser shall deliver the calculation of the Tax Adjustment to AREVA Inc. within together with the Closing Statement, and the calculation of the Tax Adjustment shall be subject to the same review and dispute resolution provisions than those applicable to the Closing Statement under Section 3.3(b).

(d) The state, federal and local Tax implications referenced in Section 2.2(c) above shall include any incremental utilisation of any loss, allowance, credit, relief, deduction, exemption or set-off from or against or in respect of Tax only to the extent that such loss, allowance, credit, relief, deduction, exemption or set-off gave right to a deferred tax asset in the 2015 audited AREVA, Inc. financial statements, but for the optional structuring elected for by Purchaser, based on the established approach and methodologies for preparing AREVA Inc's Tax Return. For avoidance of doubt, the incremental utilisation of loss, allowance, credit, relief, deduction, exemption or set-off excludes any utilisation that would have arisen on the sale of shares or repatriation of cash absent of the optional structuring provisions set out in Sections 2.2(b) and 2.2(c).

ARTICLE III.

PURCHASE PRICE

3.1 Purchase Price

The purchase price for the Shares (the "Purchase Price") shall be equal to the aggregate amount of the following items:

(a) an Interim Purchase Price; and

(b) a Post-Closing Adjustment,

to be paid on or after the Closing Date, as the case may be, in accordance with the provisions of Section 3.4 and allocated to the Sellers in accordance with the Purchase Price allocation set forth in Annex 3.1.

3.2 Interim Purchase Price

The "Interim Purchase Price" shall be equal to the aggregate amount of the following items:

(a) the Enterprise Value;

(b) plus the amount corresponding to the difference between the Estimated Net Working Capital (as defined hereinafter) and the Reference Net Working Capital if the Estimated Net Working Capital is greater than the Reference Net Working Capital ***OR*** minus the difference between the Reference Net Working Capital and the Estimated Net Working Capital if the Estimated Net Working Capital is lower than the Reference Net Working Capital;

(c) minus (if positive) or plus (if negative) the Estimated Net Indebtedness (as defined hereinafter) in absolute value terms,

(d) minus, as the case may be, the US Subsidiaries Price as far as such US Subsidiaries Price is taken into account in the Cash in the Closing Financial Statement,

(e) minus, as the case may be, the Fissile Lease Amount if the Fissile Lease Agreement is not transferred pursuant to Section 6.5(a).

For the purpose of determining the Interim Purchase Price, the Sellers shall deliver (or shall cause to be delivered) to the Purchaser, no later than 5:00 p.m, on the 5th Business Day prior to the Closing Date, a written notice setting forth:

- a good faith estimate of the Net Working Capital at the close of the day preceding Closing (the "Estimated Net Working Capital"), on the basis of the information available at the time of said estimation, with the identification of the amounts corresponding to each line item identified in Annex 1.1(b); and

- a good faith estimate of the Net Indebtedness at the close of the day preceding Closing (the "Estimated Net Indebtedness"), on the basis of the information available at the time of said estimation, with the identification of the amounts corresponding to each line item identified in Annex 1.1(a).

The Sellers will calculate the Estimated Net Working Capital and the Estimated Net Indebtedness in accordance with IFRS and with the Accounting Principles.

3.3 Post-Closing Adjustment

The "Post-Closing Adjustment" shall be carried out as follows:

(a) if the Closing Net Working Capital (as determined hereinafter) is greater than the Estimated Net Working Capital, then the Purchaser shall owe the Sellers the amount corresponding to the difference between the Closing Net Working Capital and the Estimated Net Working Capital, and if the Closing Net Working Capital is lower than the Estimated Net Working Capital, then the Sellers shall owe the Purchaser the amount corresponding to the difference between the Estimated Net Working Capital and the Closing Net Working Capital (such difference, the "Net Working Capital Adjustment");

(b) if the Closing Net Indebtedness (as determined hereinafter) is greater than the Estimated Net Indebtedness, then the Sellers shall owe the Purchaser the amount corresponding to the difference between the Closing Net Indebtedness and the Estimated Net Indebtedness, and if the Closing Net Indebtedness is lower than the Estimated Net Indebtedness, then the Purchaser shall owe the Sellers the amount corresponding to the difference between the Estimated Net Indebtedness and the Closing Net Indebtedness (such difference, the "Net Indebtedness Adjustment").

For the purpose of determining the Post-Closing Adjustment, the following procedure shall be implemented:

(i) Within one hundred and twenty (120) days after the Closing Date, the Purchaser shall prepare and deliver to the Sellers the audited combined balance sheet of the Companies as of the close of the day preceding the Closing Date and of the related consolidated income statement and statement of cash flows for the accounting period then ended, together with the notes thereto prepared in accordance with IFRS and the Accounting Principles (the "Closing Financial Statements"). The Purchaser shall deliver concurrently with the Closing Financial Statements a statement (the "Closing Statement") setting forth the Closing Net Working Capital and the Closing Net Indebtedness (with the identification of the amounts corresponding to each line item identified in Annex 1.1(a) and Annex 1.1(b)), the Tax Adjustment (if applicable) and the resulting Post-Closing Adjustment, if any. The Closing Statement shall provide reasonable details, on an item-by-item basis, specifying the nature of each item of the Closing Net Working Capital and Closing Net Indebtedness, the Tax Adjustment (if applicable) and the Group Company holding each relevant asset or owing each relevant liability, and providing a detail of the calculations of the Closing Net Working Capital, the Closing Net Indebtedness and the resulting Post-Closing Adjustment, if any. The Closing Financial Statements, the Closing Net Working Capital and the Closing Net Indebtedness shall be prepared in accordance with IFRS and with the Accounting Principles.

(ii) Within forty five (45) days following receipt by the Sellers of the Closing Financial Statements and of the Closing Statement, the Sellers shall deliver written notice to the Purchaser of any disagreement the Sellers may have with respect to such statements including, in reasonable details, those items or amounts as to which the Sellers disagree together with any supporting documentations. In the event that the Sellers do not notify the Purchaser of a disagreement with respect to such statements within such forty five (45) day period, such statements shall be final, conclusive and binding on the Parties. In the event of such notification of a disagreement, the Parties shall negotiate in good faith to resolve such disagreement. If the Parties, notwithstanding such good faith effort, fail to resolve such disagreement within fifteen (15) days after the Sellers notify the Purchaser of the Sellers' objections, then the Parties shall jointly engage the Paris, France office of Accuracy to resolve such disagreement and determine the Post-Closing Adjustment; provided that, if Accuracy is, for any reason, unable or unwilling to serve in such capacity, then the Parties shall jointly engage and submit their disagreement to the Paris, France office of KPMG. To the extent the latter

is unwilling or cannot accept its mission, the Parties shall mutually agree on another internationally recognized firm of independent public accountants, to determine the Post-Closing Adjustment (the "Accounting Firm"). If the Parties fail to agree on the choice of the Accounting Firm within seven (7) days of a notice by one Party to the other requiring such agreement, either of the Purchaser or Sellers shall be entitled to request the designation of such independent Accounting Firm by the President of the Paris Commercial Court, and each Party shall have the right to be heard by the President of the Paris Commercial Court in relation thereto.

(iii) The Accounting Firm shall use its best efforts to determine the Closing Financial Statements, the Closing Statement and the resulting Post-Closing Adjustment, applying the rules set forth in the Agreement, the IFRS and the Accounting Principles within thirty (30) days after its engagement. The Accounting Firm shall deliver its draft determinations in writing as promptly as practicable to the Parties. The Parties will both have fifteen (15) days after such delivery to make reasonable comments on such determinations. In case comments are made by any Party within such fifteen-day period, the Accounting Firm will have fifteen (15) days following receipt of such comments to deliver its determinations in writing and (save for manifest error) such determinations shall be final, conclusive and binding upon the Parties as to matters of fact. Such determination shall be made in accordance with article 1592 of the French Civil Code. The Purchaser, on the first part, and the Sellers, on the second part, shall share equally the fees and expenses of the Accounting Firm.

(iv) For purposes of complying with the terms set forth in this Section 3.3, each Party shall cooperate with and make available to the Accounting Firm, the other Parties and its representatives all relevant information, records, data and working papers, and the Purchaser shall procure that the Accounting Firm shall have access to the Group Companies' facilities and personnel, as may be reasonably required.

(v) The Closing Financial Statements and the Closing Statement to which the Sellers do not object as provided for in paragraph (ii) or as to which the Purchaser and the Sellers agree or which are otherwise finally determined pursuant to paragraph (iii) shall be referred to herein, respectively, as the "Final Closing Financial Statements" and the "Final Closing Statement".

(vi) For the purposes of Section 3.3, the Closing Net Working Capital and the Closing Net Indebtedness shall be deemed to be those set forth in the Final Closing Statement.

3.4 Payment

(a) Purchase Price

On the Closing Date the Purchaser shall pay to the Sellers an amount equal to the Interim Purchase Price less the Prepayment Amount.

Such payment shall be effected by wire transfer in same day of immediately available funds to the bank accounts which shall be designated by the Sellers at least three (3) Business Days prior to the Closing Date.

(b) Post-Closing Adjustment

The Net Working Capital Adjustment payable by the Purchaser or the Sellers, as the case may be, pursuant to Section 3.3(a) shall be netted against the Net Indebtedness Adjustment payable to such Party pursuant to Section 3.3(b), and the resulting Post-Closing Adjustment shall be paid within five (5) Business Days of the delivery of the

Final Closing Statement, in accordance with Section 3.3, by wire transfer in same day of immediately available funds to the bank account designated by the Sellers or the Purchaser, as the case may be.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller, as far as it is concerned, hereby represents and warrants to the Purchaser as follows as of the Put Option Date, as at the date hereof and as of the Closing Date, except for representations which are made with reference to a specific date, in which case such representations shall be required to be true and accurate as of such date only:

4.1 Due Incorporation. Except as set forth in Schedule 4.1:

(a) each of the Group Companies is a company or corporation, as the case may be, duly formed or incorporated, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation. There is no cause for the nullity or winding up, nor any other cause or request likely to affect the existence of the Group Companies;

(b) no Group Company is insolvent (*en état de cessation des paiements*) or the subject matter of any action, claim, proceedings or judgment with a view to prevent or settle business difficulties (including, but not limited to, *procédure d'alerte*, *mandat ad hoc*, *sauvegarde*, receivership, bankruptcy proceedings, or procedure provided for in Book VI Companies' difficulties of the French Commercial Code or any similar actions), and to the knowledge of the Sellers there are no reasons for such actions, claims, proceedings to be initiated or judgment to be rendered in connection with any Group Company. No Group Company is undergoing a period of difficulties *("période suspecte")* as such term is used in French bankruptcy law, or an equivalent period under the Law applicable to it;

(c) Except minor irregularities, all of the registers, account books and corporate documents of each Group Company have been and continue to be regularly maintained, and give a true and accurate account of the activities of the relevant Group Company as and to the extent required by applicable legislation, regulations or internal rules.

4.2 Due Authorization. Each Seller has full corporate power and authority to execute and perform this Agreement and the Related Agreements to which it is a party and has full corporate power and authority to consummate the transactions contemplated hereby and thereby. Save as provided hereby, the execution and performance by each Seller of this Agreement and the Related Agreements to which it is a party and the consummation by each Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action. Each Seller has duly and validly executed this Agreement and, at or prior to the Closing will have duly and validly executed the Related Agreements. Assuming the due authorization and execution of this Agreement and the Related Agreements by the Purchaser or the Group Companies (as the case may be), this Agreement and each of the Sellers' Related Agreements after the Closing will constitute, legal, valid and binding obligations of each Seller (or Affiliate thereof) who is a party thereto, enforceable against it in accordance with their respective terms.

4.3 Consents and Approvals; Authority.

(a) Except for the Consents referred to in Section 6.5(a) and Section 9.1(a), no Consent of or with any Governmental Authority is necessary in connection with the execution or performance by

the Sellers of this Agreement or any of the Related Agreements or the consummation by the Sellers of the transactions contemplated hereby or thereby.

(b) The Group Companies have the corporate power and authority to (i) own, operate, license and lease their respective assets as and where currently owned, operated, licensed and leased, and (ii) carry on their respective business as currently conducted.

4.4 Ownership of the Shares free from Lien. Each of the Sellers has valid and marketable ownership title, free of any Lien, of the Shares and the full right to sell, convey, transfer, assign and deliver to the Purchaser good and valid title to all the Shares which it holds in the Companies and to all rights afforded thereby, free and clear of any Lien. The Shares are fully paid-up and validly issued. On the Closing Date, the Company will have issued no securities other than the Shares and there will be no outstanding rights, options or warrants to subscribe to or purchase, nor commitments from the Companies to issue or sell, any of the Companies' shares or securities exchangeable for, reimbursable by or convertible into any Companies' shares (with or without voting rights).

4.5 Shareholding of the Group Companies. The share capital of each Group Company and of Canberra Packard Central Europe GmbH is that stated in Schedule 4.5, which also states the number of shares or other securities (including, with respect to the Group Companies only, warrants, debt, equity or quasi-equity securities) issued by each of them, together with a complete list of their holders, the number of shares or other securities held by each of them and the corresponding percentage of capital and voting rights in the relevant Group Company or in Canberra Packard Central Europe GmbH. All of the shares or other securities (including warrants, equity or quasi equity securities) of each Group Company and those shares of Canberra Packard Central Europe GmbH held by the Companies have been validly issued and are fully paid-up. Except for such shares or other securities, there will be on the Closing Date no Lien nor outstanding rights, options, warrants or other securities of any nature whatsoever to subscribe to or purchase, nor commitments or undertakings from any Group Company pursuant to which any Group Company is bound or may be bound to issue any shares, warrants or other securities of any nature whatsoever.

4.6 Shareholdings held by the Group Companies. Except as set forth in Schedule 4.6, no Group Company holds any direct or indirect shareholding or other interest in any company existing in law or in fact whatsoever, or in any corporate or other entity, other than in the Group Companies. No Group Company holds, and has ever been the holder of, any interest in an entity the partners or members of which are liable without limitation.

4.7 Effect of the Sale of the Shares. Neither the execution and performance by the Sellers of this Agreement and the Related Agreements, nor the consummation by the Sellers of the transactions contemplated hereby and thereby, do and will:

(a) conflict with, or violate any provision of the certificate of incorporation, by-laws or other organizational documents of the Sellers, of the Group Companies or of Canberra Packard Central Europe GmbH;

(b) conflict with, or violate any legal or regulatory provisions, or any obligations of the Sellers or of a Group Company under any judicial, administrative or other decision of any Governmental Authority, except as set forth in Schedule 4.7(b);

(c) violate, conflict with or result in the breach or termination of, constitute a default, an event of default (or an event which with notice, lapse of time, or both, would constitute a default or event of default) under, or result in acceleration, revocation, termination, suspension or modification of (or give any Person the right to declare a breach or to exercise any of the foregoing rights or remedies or exercise a right

adversely affecting any of the Group Companies), any Material Contract to which the Sellers or any Group Company is a party or by which the Sellers or any Group Company or their securities, assets, properties or businesses are bound, except as set forth in Schedule 4.7(c);

(d) give rise to any suspension, cancellation or withdrawal of, any Consent or Permit granted to any Group Company that is required under any applicable Law for the operation by such Group Company of its business as currently conducted, except as set forth in Schedule 4.7(d);

(e) result in the creation of any Liens of any nature whatsoever upon any of the assets, securities, properties or businesses of any Group Company.

4.8 Title and Condition. To the knowledge of the Sellers, the Group Companies have good, valid and exclusive title to, or valid and enforceable license or leasehold interests in their respective assets, in each case free and clear of all Lien. To the knowledge of the Sellers, the respective assets of the Group Companies are in good condition and repair (subject to normal wear and tear consistent with the age of such assets). All of the Group Companies' assets have been maintained, repaired and replaced in a manner consistent with past practice and which is appropriate for the continued operation of the Business.

4.9 Real Property and Leases.

(a) Each of the Group Companies will have on the Closing Date, as the case may be, (i) good and marketable title with respect to the land described in Schedule 4.9(a)(i) and to all of the buildings, structures and improvements located thereon (collectively, the "Owned Real Property"), free and clear of all Liens, except (A) any liens arising or incurred in the Ordinary Course of Business, (B) any easements, flowage easements, quasi-easements, restrictive covenants, public roads and rights-of-way, rights of third parties to minerals lying in and under the Owned Real Property and other similar restrictions that do not materially interfere with the existing use of the Owned Real Property and other minor restrictions, defects, irregularities and clouds on title as normally exist with respect to real property similar to the Owned Real Property and do not, in the aggregate, materially interfere with the existing use of the Owned Real Property, (C) zoning, building and other similar restrictions; or (ii) a valid and binding leasehold interest in the land, buildings and other improvements (collectively, the "Leased Real Property") set forth on Schedule 4.9(a)(ii).

(b) Defaults, etc. Each Leased Real Property is valid, binding and in full force and effect, all rent and other sums and charges payable by the Group Companies thereunder have been paid. To the knowledge of the Sellers there are no outstanding defaults beyond any applicable grace period under any Leased Real Property nor does any condition exist that with notice or lapse of time or both would constitute a material default thereunder, and no written notice of default or termination under any Leased Real Property is outstanding. The Leased Real Property and the Owned Real Property are hereinafter collectively referred to as the "Real Property". None of the Group Companies has leased any of the Real Property to any third parties and none of the Real Property has any tenants or other occupiers claiming an interest in the use of such property (other than, with respect to the Leased Real Property, the lessors of such Leased Real Property).

4.10 Intellectual Property.

(a) Schedule 4.10(a) sets forth a complete and correct list of all Intellectual Property for which applications or registrations have been filed or obtained (and all applications for, or extensions or reissuances of, any of the foregoing) which are owned or co-owned by any of the Group Companies (the "Owned Intellectual Property"), with an indication, for those which are co-

owned, of the rights granted to the co-owners. As of the Closing Date, all Intellectual Property listed in Schedule 4.10(a) will be exclusively owned or co-owned by the relevant Group Companies and, to the knowledge of the Sellers, such Intellectual Property will be owned or co-owned by the relevant Group Companies free and clear of any Liens.

(b) Schedule 4.10(b) sets forth a complete and correct list of the license agreements covering the Intellectual Property which are owned by third parties, licensed to the relevant Group Companies and related to the Business (such Intellectual Property sometimes referred to herein as the "Licensed Intellectual Property").

(c) Schedule 4.10(c) sets forth a complete and accurate list of the Owned Intellectual Property which has been licensed to third parties.

(d) The relevant Group Companies have the valid and enforceable right to use the Licensed Intellectual Property, free and clear of any restriction or other encumbrance under the terms and conditions of the agreements listed in Schedule 4.10(b).

(e) To the knowledge of the Sellers, there is no Claim or demand in writing of any Person pertaining to, or any Proceedings which are pending or threatened in writing, which challenges the rights owned solely by any Group Company in respect of any Intellectual Property related to the Business.

4.11 Labor Matters.

(a) Schedule 4.11(a) sets forth a complete and accurate list of the individuals employed by the Group Companies as at November 30, 2015, including directors employed, seconded employees, self-employed contractors (the "Employees").

(b) Schedule 4.11(b) sets forth a complete and accurate list of the employee benefit plans, pension schemes, share option plans, long term incentive plans, benefits and policies that are established or maintained by the Group Companies, the Sellers or any of their Affiliates in which any Employee participates (the "Benefit Plans").

(c) True and complete copies of the following materials have been delivered or otherwise made available to the Purchaser: (i) all current plan documents for each Benefit Plan or, in the case of an unwritten Benefit Plan, a written description of such Benefit Plan, (ii) all current summary plan descriptions, (iii) all current trust agreements, insurance contracts and other documents relating to the funding or benefits entitlement under any Benefit Plan and (iv) any other documents, forms or other instruments relating to any Benefit Plan reasonably requested by the Purchaser.

(d) Except as set forth in Schedule 4.11(d), there are no collective bargaining, employment or severance agreements providing for rights in favor of Employees in case of the change of control of any Group Company or similar agreements, contracts or commitments between the Group Companies, the Sellers or any Affiliate thereof, on the one hand, and any Employee, labor union or Employees' representative of any Group Companies, on the other hand.

(e) Except as set forth in Schedule 4.11(e), there are no Claims by any Employees that are pending for compensation for any injury, disability or illness arising out of their employment by any of the Group Companies, and there are no Proceedings before any labor court that are pending in connection with any Employees.

(f) Except as set forth in Schedule 4.11(f), none of the Group Companies has experienced during the last two (2) years or is currently experiencing any strike, work stoppage, material grievances or any claim of unfair labor practices.

(g) Except as set forth in Schedule 4.11(g), the Group Companies do and have complied in all material respects with Laws relating to employment and social security and in particular those relating to (i) annual lump sum, (ii) payment of overtime work and (iii) maximum working time regulation.

(h) The Group Companies do and have complied in all material respects, to the extent necessary, with the provisions of articles L. 23-10-1 *et seq.* of the French Commercial Code.

4.12 Compliance with Laws. Except as set forth in Schedule 4.12, the Group Companies have complied in all material respects with applicable Laws, Orders and Permits and have not received any notice, Claim or other written communication from any Governmental Authority or other third party regarding any actual or potential violation or failure to comply with any Laws, Permits or Orders.

4.13 Contracts.

(a) For the purpose of this Agreement, "Material Contracts" shall mean Contracts entered into by any Group Company that have provisions applicable as at the Put Option Date and that fall under any of the following categories:

10 C.F.R. § 2.390(a)(4)

(i) any agency, dealer, distribution or sales representative Contract with any Person with respect to the marketing, sale or distribution of the Group Companies products and services representing an amount exceeding [redacted] per financial year;

(ii) any guarantee of the obligations of other Persons;

(iii) any license, cross-license or other Contract pursuant to which the Group Companies have granted or transferred to any third party or have been granted by any third party any rights in, to or under or authorizes the use of the Owned Intellectual Property or the Licensed Intellectual Property;

(iv) any license or other Contract which includes a covenant from the Group Companies not to compete in any line of the Business or with any Person or in any geographic area with respect to the Business;

(v) any joint venture, partnership or other similar common enterprise with any Person and any agreement providing for the formation of a joint venture, long-term alliance or partnership or otherwise involving an equity investment; and

10 C.F.R. § 2.390(a)(4)

(vi) any letters of credit or performance bonds or other agreements or instruments securing the performance by the Group Companies of any of their obligations, representing an amount exceeding [redacted].

10 C.F.R. § 2.390(a)(4)

(vii) any Contract for the purchase or sale of products representing an amount of [redacted] per financial year;

10 C.F.R. § 2.390(a)(4)

(viii) any Contract with an Employee representing an annual base salary exceeding [redacted] (including for the avoidance of doubt, any benefits in kind);

10 C.F.R. § 2.390(a)(4)

(ix) any Contract with a manager, director, officer or legal representative representing an annual compensation exceeding [redacted] (including for the avoidance of doubt, any benefits in kind);

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(x) any Contract with a Governmental Authority representing an amount of [redacted] per financial year;

(xi) any Contract with suppliers that cannot be terminated without penalty with a 6 months prior notice (it being understood that for purposes of the representations and warranties, only those Contracts that cannot be terminated without penalty with a 9 month prior notice are being disclosed in the relevant Schedules).

(b) With respect to the Material Contracts, (i) neither the Group Companies nor any other party thereto is in default under or in violation of any significant provision of a Material Contract; (ii) no event has occurred that, with notice or lapse of time or both, would constitute such a default or violation; (iii) none of the Group Companies has released any of its material rights under any Material Contract; and (iv) no other party thereto has threatened in writing to terminate any Material Contract.

(c) Except as disclosed in Schedule 4.13(c), and to the knowledge of the Sellers, none of the Group Companies has entered into any Contract which:

(i) might force a Group Company to accept fixed purchase prices or restrictions to its commercial freedom in the future;

(ii) could result in unlimited or joint liability;

10 C.F.R. § 2.390(a)(4)

(iii) may be terminated by the Group Company upon payment of an amount greater than [redacted];

(iv) confers exclusivity;

(v) prohibits or restricts the conduct of certain activities by the Group Companies or prohibits or restricts the competition by the Group Companies;

(vi) would trigger a right by Governmental Authority to approve the transactions contemplated by this Agreement; or

(vii) military Contracts which would impose certain confidentiality obligations on the Group Companies.

(d) The Group Companies have not concluded any commercial agent agreements.

4.14 Litigation. Except as set forth in Schedule 4.14, there is no instance in which any of the Group Companies is a party or has been threatened in writing to be made a party, to any Proceeding of any Person or Governmental Authority.

4.15 Taxes.

(a) Except as set forth in Schedule 4.15(a), each of the Group Companies has duly and timely filed all Tax Returns, declarations and reports that it was required by applicable Tax Laws to file on or prior to the Closing Date. All such Tax Returns and declarations have been filed in a timely manner and were true and complete in all material aspects.

(b) All Taxes owed by the Group Companies under applicable Tax Laws have been paid in due time or have been subject to a provision in the relevant financial statements equal to such unpaid Taxes.

(c) All Taxes that the Group Companies were required to withhold or collect under applicable Tax Laws in connection with amounts paid or owing to any employee of the Group Companies, independent contractor, creditor, shareholder or other Person have been collected or withheld.

(d) There are no Liens on any of the Group Companies' assets or their respective business that arose in connection with any failure (or alleged failure) to pay any Tax.

(e) Except as set forth in Schedule 4.15(e), (i) none of the Group Companies is a party to any Proceeding or Claim for the assessment or collection of any Taxes and (ii) there are no Tax audits, disputes, investigations, actions, proceedings or litigation pending with respect to Group Companies involving any Governmental Authority, and each of the Group Companies has not been informed (in writing or orally) by any Governmental Authority of its intention to carry out such procedure. The Group Companies are not liable to pay any penalty, fine or outstanding interest in connection with any claim for Tax and none of the Group Companies is a party to any Proceeding or Claim for the assessment or collection of any Taxes.

(f) The Group Companies do not benefit from and have not benefitted from any ruling, closing agreements or formal position or other similar decision taken by a Governmental Authority providing for a Tax provision, roll-over relief or Tax exemption that could be denied or jeopardized because conditions thereto are not fulfilled.

(g) The Group Companies are not, and have not been, treated for any Tax purpose as resident in a country other than country of incorporation. The Group Companies do not have (and have not had) any branch, agency or permanent establishment/representative in a country other than their residency country, nor is it considered to be a branch, agency or permanent establishment of any Person resident in another country.

(h) The Group Companies have not received any written claims from a Tax authority that they are subject to Taxation in a jurisdiction where it does not file.

(i) The Group Companies do not act and have not acted as a Tax representative, agent or customs agent of another Person.

(j) The Group Companies have not agreed to any waivers of statutes of limitations.

(k) The Group Companies have not engaged in any listed or reportable transactions.

(l) Except as set forth in Schedule 4.15(l), the Group Companies will not be required to include any items in income or exclude any item of deduction following the Closing as a result of changes in accounting method, deferred intercompany transactions, excess loss accounts, installment transactions, prepaid amount, closing agreement, or section 108(i) election.

(m) The Group Companies are not US real property holding corporations within the meaning of the FIRPTA provisions.

(n) Except as set forth in Schedule 4.15(n), the Group Companies are not party to or bound by any Tax sharing agreement.

(o) The Group Companies are not liable for the taxes of another party under Reg. Sec. 1.1502-6, as a transferee or successor, by contract, or otherwise.

(p) All transactions and arrangements entered by the Group Companies were done on arm's length terms for Tax purposes, in the interests of the Group Companies and supported by appropriate documentation. As an exception, within the tax consolidation schemes in place under AREVA, Inc. in the United States of America and AREVA SA in France, it might happen that certain goods and services were not invoiced with respect to the arm's length principle but at cost. Such transactions, if any, would likely concern services rendered and invoiced by AREVA to a Group Company for amounts that would never be material.

4.16 Environmental Matters.

(a) (i) To the knowledge of the Sellers, no property currently owned or operated by the Group Companies (including soils, groundwater, surface water, buildings or other structures) has been contaminated with any Hazardous Material associated with site operating activities, (ii) there is no Claim alleging that a Group Company is in violation of any Environmental Law, (iii) except in connection with the Meriden site, which is subject to the Connecticut Property Transfer Act (PTA), none of the Group Companies is subject to any indemnity, agreement or other arrangement with any Governmental Authority or with any third-party relating to any liability under any Environmental Law, (iv) the Sellers have delivered or made available to the Purchaser during the Data Room copies of the material environmental reports in its possession or control relating to any of the Group Companies.

(b) Schedule 4.16(b) hereto contains a list of all Permits related to Environmental Laws necessary for the conduct of the Business as now conducted.

(c) To the knowledge of the Sellers, no Employee or former employee of the Group Companies has been exposed above levels fixed by Laws to Hazardous Materials in the context of such Person's activities within the Group Companies.

4.17 Insurance.

(a) All insurance Policies of the Group Companies are and shall at all times up to the Closing Date be in full force and effect, are not void or voidable on account of any act, error, omission, non-disclosure, breach of policy terms or conditions or failure to comply with any guarantee.

(b) To the knowledge of the Seller, no notice of cancellation, termination or default has been received with respect to any such Policy.

(c) All premiums due and payable on such Policies covering all periods up to and including the Closing Date have been or will have been paid in full or accrued and, except for Policies for which provisional premiums are paid and annual adjustment is planned at the end of the insurance period, there shall be no adjustment, post Closing, to any premiums paid by the Group Companies prior to Closing.

(d) The detail of all claims declared under the insurance Policies during the past five years is set forth in Schedule 4.17. There are no material claims or, to the Sellers' Knowledge, incidents which could give rise to a material claim. All known incidents that occurred before Closing will be notified to the relevant insurers prior to Closing.

4.18 Financial Statements. The financial statements attached hereto as Schedule 4.18 (the "Financial Statements") are correct and complete copies of the combined balance sheet of the Companies as of December 31, 2014 and of the related combined statement of income and cash flows, for the accounting period then ended, together with the notes thereto, and the other financial information included therewith.

The Financial Statements have been prepared in a manner consistent with IFRS and with the Accounting Principles.

The Financial Statements are regular, sincere and give a true and fair view of the assets, liabilities, results and financial affairs generally of the Companies as at their respective dates and of the trading record, the profit or loss and the cash flow of the Companies in respect of the financial period for which they were prepared.

4.19 Off balance sheet. Except as set forth in Schedule 4.19 (it being understood that such Schedule should include an estimate of each off-balance sheet commitment), the Group Companies have not granted or entered into:

(a) any guarantee undertaking granted in favour of a third party;

(b) any undertaking to assign an asset as a guarantee for the payment of a debt to a third party;

(c) any undertaking relating to financial products or derivatives (including options, swap, hedges, futures, caps or collars), the settlement of which is at a date in the future;

(d) any undertaking for deferred or conditional payment or revised price or payments pursuant to warranties given in connection with the acquisition or transfer of an asset;

(e) any undertaking to sell or acquire an asset at a price which may differ from its market value;

(f) non-recourse factoring; or

(g) any financial lease.

4.20 Books and Records. To the knowledge of the Sellers, the books and records of the Group Companies have been and are being maintained in accordance with applicable legal and accounting requirements and reflect in all material respects the substance of events and transactions that should be included therein to the extent required by applicable Laws or applicable accounting standards.

4.21 All assets necessary for the conduct of the Business. Except as set forth in Schedule 4.21, the Group Companies will own or lease, on Closing, all assets which are necessary to conduct the Business as presently conducted.

4.22 Absence of Certain Changes. Between December 31, 2014 and the date of execution of this Agreement, except as set forth in Schedule 4.22:

(a) each Group Company has conducted its respective business in, and has not engaged in any material transaction other than according to, the Ordinary Course of Business,

(b) no termination of a business relationship with a Group Company has occurred that might significantly affect its condition,

(c) no Group Company has been party to any merger, spin-off or contribution; no change has been made to any Group Company's corporate capital, no Group Company has issued any securities of any nature whatsoever (including warrants) or has granted stock options, no Group Company has purchased any of its own securities,

(d) no Group Company has made any declaration, setting aside or payment of any dividend or other distribution with respect to its share capital,

(e) no Group Company has been affected in any material respect by any damage, destruction or other casualty loss (whether or not covered by insurance),

(f) no Group Company has entered into any material Affiliate Transaction other than transactions in the Ordinary Course of Business on terms generally available in arms' length transactions,

(g) no Group Company has made any transfer or grant of any rights under, or any settlement regarding the breach or infringement of, any of its Owned Intellectual Property rights or modification of any existing rights with respect thereto,

(h) no change in the accounting procedures and practices of the Group Companies has been made unless mandated by Law,

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(i) no Group Company has sold or agreed to sold an asset for an individual amount in excess of [redacted],

(j) the Group Companies have not taken any action or measure that may increase or decrease the Closing Net Working Capital or the Closing Net Indebtedness in a manner that is not in the Ordinary Course of Business,

(k) no Group Company has increased, other than in the Ordinary Course of Business, the compensation payable to any Employee or manager, director or officer of any of the Group Companies; and

(l) no Group Company has committed to do any of the foregoing.

4.23 Sanctions and Anti-Corruption.

(a) Each Group Company is in compliance in all material respects with (A) Sanctions Laws, (B) the United States Foreign Corrupt Practice Act, as amended and (C) AML Legislation and other similar applicable law.

(b) No Group is currently the subject of, any Sanctions Laws or (ii) is located, organized or residing in a Designated Jurisdiction.

4.24 Representations; No Other Representations. Except for the representations and warranties contained in this Article IV, neither the Sellers nor any other Person make any other express or implied representation or warranty on behalf of the Sellers to the Purchaser. Particularly, without limiting the generality of the foregoing, the Sellers make no express representation or warranty (i) as to the accuracy or completeness of any projections, business plans, budgets, or other forward looking information provided by the Sellers, their Affiliates, any one of the Group Companies or their advisors, to the Purchaser, its Affiliates or its advisors, or of other materials or documents provided to the Purchaser, its Affiliates or advisors in connection with the Purchaser's investigation of the businesses of the Group Companies; or (ii) with respect to the future relations of any Group Company with any customers, suppliers, franchisees, employees or any entities of the Sellers' group, unless otherwise expressly provided herein.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Sellers as follows as of date hereof, the Put Option Date and as of the Closing Date, except for representations which are made with reference to a specific date, in which case such representations shall be required to be true and accurate as of such date only:

5.1 Due Incorporation.

(a) The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, operate and lease its assets and to conduct its business as presently conducted.

(b) The Purchaser is not insolvent (*en état de cessation des paiements*). The Purchaser is not the subject matter of any action, claim proceedings or judgment with a view to prevent or settle

business difficulties (including, but not limited to, *procédure d'alerte*, *mandat ad hoc*, *sauvegarde*, receivership, bankruptcy proceedings, or procedure provided for in Book VI Companies' difficulties of the French Commercial Code or any similar actions), and to the knowledge of the Purchaser there are no reasons for such actions, claims, proceedings to be initiated or judgment to be rendered in connection with the Purchaser. The Purchaser is not undergoing a period of difficulties *(période suspecte)* as such term is used in French bankruptcy law, or an equivalent period under the Law applicable to it.

5.2 Due Authorization. The Purchaser has full corporate power and authority to execute and perform this Agreement and the Related Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution and performance by the Purchaser of this Agreement and the Related Agreements to which it is a party and the consummation by the Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action. The Purchaser has duly and validly executed this Agreement and, at or prior to the Closing, will have duly and validly executed each of the Related Agreements to which it is a party. Assuming the due authorization and execution of this Agreement and the Related Agreements by the Sellers (or its Affiliates), this Agreement constitutes, and each of the Related Agreements after the Closing will constitute, the Purchaser's legal, valid and binding obligation, enforceable against it in accordance with their respective terms.

5.3 Absence of Litigation. There is no litigation, arbitration, investigation or other similar proceeding pending against or affecting the Purchaser or any of its Affiliates that, if adversely determined, would reasonably be expected to result in a material adverse effect on the enforceability of the Purchaser's obligations under this Agreement or the Purchaser's ability to perform its obligations under this Agreement in a timely manner or to consummate the transactions contemplated by this Agreement without material delay.

5.4 Consents and Approvals; Authority. Except for the Consents referred to in Section 7.1 and in Section 9.1, no Consent of or with any Governmental Authority is necessary in connection with the execution or performance by the Purchaser of this Agreement or any of the Related Agreements or the consummation by the Purchaser of the transactions contemplated hereby or thereby.

5.5 Investigation by Purchaser. The Purchaser has performed due diligence concerning the Group Companies, in connection with its decision to enter into this Agreement and the Related Agreements and to consummate the transactions contemplated hereby and thereby, and acknowledges that the Purchaser, its representatives and advisors have been provided access to certain of the personnel, properties, premises and records of the Group Companies, as well as expert and Q&A sessions, for such purpose. In entering into this Agreement and the Related Agreements, the Purchaser has relied solely upon its own investigation and analysis, and the Purchaser:

(a) acknowledges that no Group Company nor any of its Affiliates or any of their respective directors, officers, employees, shareholders, agents, advisors or representatives makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Purchaser or its representatives, except that the foregoing limitations shall not apply with respect to Sellers' specific representations and warranties set forth in Article IV, but always subject to the limitations and restrictions contained herein; and

(b) agrees, to the fullest extent permitted by applicable Law, that neither the Sellers nor any of their respective Affiliates or any of their respective directors, officers, employees, shareholders, agents, advisors or representatives shall have any liability or

responsibility whatsoever to the Purchaser on any basis based upon any information provided or made available, or statements made, to the Purchaser or its representatives (including any forecasts and projected information), except the foregoing limitations shall not apply with respect to the Sellers to the extent the Sellers have liability under this Agreement, but always subject to the limitations and restrictions contained herein.

5.6 Financing of the Transaction. At the Closing, the Purchaser will have sufficient funds to consummate the transactions contemplated hereby and to pay all costs and expenses required to be paid on the Closing in connection with such transactions. The Purchaser has obtained third-party debt financing commitments to fund a portion of the Purchase Price (copies of which are attached hereto as Annex 5.6(a), in redacted form in respect of the fee letters)(the "Debt Commitment Letters") and has equity financing commitments for the remaining portion of the Purchase Price (copies of which are attached hereto as Annex 5.6(b)), and which shall be referred to together with the commitments attached as Annex 5.6(a) as the "Commitment Letters"). None of the Commitment Letters has been amended or modified, no such amendment or modification is contemplated (provided, however, that Purchaser may pursue discussions and amend the terms of, or replace the Debt Commitment Letters if such changes do not negatively affect the certainty of the debt financing), and, to the knowledge of the Purchaser, the respective commitments have not been withdrawn or rescinded in any way. The Purchaser has fully paid any and all commitment fees or other fees due and currently payable in connection with the Commitment Letters, and the Commitment Letters are the valid, binding and enforceable obligations of the parties thereto. The Purchaser is not aware of any financing condition that cannot be satisfied. The Purchaser has no reason to believe that such financing sources will not be available to fund the Purchase Price in full.

5.7 Indemnification by the Purchaser. The Purchaser hereby agrees to indemnify, defend and hold the Sellers and their respective Affiliates (other than the Group Companies) harmless from and against any and all Losses based upon, arising out of, resulting from or relating to:

(a) any breach of or any inaccuracy in any representation or warranty made by the Purchaser in this Article V, and

(b) any breach of or failure by the Purchaser and its Affiliates to perform any covenant or obligation of the Purchaser and its Affiliates set out in this Agreement or any Related Agreement,

provided, however, that the Purchaser shall have no liability for any such breach and the Sellers shall have no right to bring a claim for indemnification in respect thereof, unless the Sellers shall have given to the Purchaser a written notice specifying in reasonable detail the claimed breach promptly (and in any event within one hundred and twenty (120) calendar days) after the Sellers having become aware of the facts underlying such claimed breach.

ARTICLE VI.

COVENANTS OF THE SELLERS

6.1 Access and Information.

(a) During the period from the date hereof to the Closing, the Purchaser acknowledges that without the prior written consent of the Sellers, which may not be unreasonably withheld, Purchaser will not have access to any property owned or used by the Group Companies. The Sellers agree to provide the Purchaser with the opportunity to communicate, in person or via telephone or video conference, with senior management of the Group Companies, provided

that the Purchaser requests such access at least (2) Business Days in advance (except in case of emergency) and it being understood that Seller shall be invited to attend to such meetings. Notwithstanding the above and subject to compliance with the relevant antitrust Laws, Dedicated Team Members shall be granted reasonable access to the books, records and employees of the Group Companies as may be required in order to allow the Purchaser to comply with its obligations under Section 8.1(d) and, in particular, to implement the remedies required by the relevant antitrust authorities (which, for the avoidance of doubt, could include the carve-out and divestiture process of certain assets of the Group Companies). In addition, the Purchaser and the Sellers will and the Sellers (each, as far as it is concerned) will cause the Group Companies to, arrange for meetings with Employees to the extent necessary to facilitate an orderly transition of the operations and businesses of the Group Companies in connection with the Closing. All information provided or obtained pursuant to the foregoing will be held (i) by the Purchaser in accordance with and subject to the Confidentiality Agreement and (ii) by the Sellers and the Group Companies in accordance with and subject to the Mirion Confidentiality Agreement.

(b) Sellers shall provide to Clean Team Members (as such term is defined in the Clean Team Agreement and which shall include, for the avoidance of doubt, Purchaser's financing banks) (i) flash numbers for the year end results of the Group Companies as soon as they are available and (ii) on a monthly basis, the current trading of the Group Companies.

6.2 Conduct of Business

(a) During the period from the date hereof to the Closing, except (i) as required by applicable Laws, (ii) as otherwise expressly contemplated or permitted by this Agreement or any of the Related Agreements, or (iii) as the Purchaser shall otherwise consent in writing (it being specified that (x) if the Purchaser's consent is requested by the Sellers, it shall not be unreasonably withheld or delayed and that Purchaser shall provide its answer within ten (10) calendar days following the request and (y) if the Sellers clearly indicate in the written request that the subject matter for which they are seeking the consent of the Purchaser is an urgent matter requiring a response from the Purchaser within a shorter period which shall not be shorter than two (2) Business Days, then within such shorter period indicated by the Sellers, failure which the Purchaser shall be deemed to have given its consent), each Seller covenants and agrees to cause its subsidiaries among the Group Companies to operate their business in the Ordinary Course of Business (including incurring the capital expenditures in accordance with the Budget) and in a manner consistent with past practice, so as to preserve the value of the Business, their reputation and their relations with third parties, the Governmental Authorities and any other parties with which any of the Group Companies has business relationships.

(b) Without limiting the generality of the foregoing, each Seller, also endeavors to cause its subsidiaries among the Group Companies, during the period from the date hereof to the Closing and except as set forth in clauses (a)(i) through (iii) above, not to enter into any of the transactions, nor take any of the actions, described in subsections (c) through (l) of Section 4.22 (Absence of Certain Changes), nor to (i) commit a material breach, enter into or terminate a Material Contract (it being understood that this covenant shall not apply in circumstances were compliance would result in a violation of antitrust Laws or prevent the entering of a Contract where the Group Companies and the Purchaser or its Affiliates are competitors for such Material Contract), (ii) commit but not expense to capital expenditures in excess of [redacted] in the aggregate not included in the Budget, (iii) take any actions which would result in an increase of the total staff cost of the Group Companies by more than 2% in the aggregate (including employer's social security contribution or other payroll Taxes), (iv) sell, lease, pledge or dispose of a material asset, (v) incur a long or short term debt, (vi) enter into any contract referred to in Section 4.13(c) or in Section 4.19.

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(c) Each Seller further agrees to inform the Purchaser without undue delay in the event of the termination of the duties, for any reason whatsoever, of the key managers (including the chief executive officer) of any of the Companies and to inform the Purchaser of the identity of any potential successor before any appointment; it being expressly acknowledged and agreed by each Seller that the Purchaser shall have the right to object any such appointment, in which case the Sellers and the Purchaser shall discuss in good faith any possible alternative.

(d) The Purchaser acknowledges that Canberra France undertook to negotiate a new incentive plan (*accord d'intéressement*) solely at the level of Canberra France to be entered into with the relevant employees' representatives before June 30, 2016. AREVA NC SA shall procure that Canberra France negotiate in good faith such new incentive plan (*accord d'intéressement*). The terms and conditions of the new incentive plan shall be mutually agreed with the Purchaser.

6.3 Disclosure Supplements. From time to time prior to the Closing, the Sellers shall regularly supplement the Schedules (or to include additional Schedules) to their representations and warranties set forth in Article IV to reflect any changes in the situation of the Group Companies from the Put Option Date until the Closing (the "Disclosure Supplements"). Disclosures made in any Disclosure Supplements shall constitute a breach of the representations and warranties set forth in Article IV, except for any Disclosure Supplement reflecting any transaction entered into or action having occurred after the Put Option Date (i) required by Law or (ii) as consented by the Purchaser in writing under Section 6.2. The Sellers shall provide the Purchaser with prompt written notice of any Disclosure Supplement pursuant to this Section 6.3, together with a copy of the relevant supplemented or additional Schedule.

6.4 Closing. The Sellers shall use their respective best efforts to cause the conditions set forth in Article IX to be satisfied as soon as practicable and in no event no later than on the Deadline for Satisfaction of the Condition Precedent.

6.5 Consents and Approvals

(a) From the date of this Agreement until the Closing Date, the Sellers shall use reasonable efforts to obtain and make all Consents and to obtain all certificates and other documents required in connection with the performance of this Agreement and the Related Agreements and the consummation by the Sellers of the transactions contemplated hereby and thereby, including make the notifications and obtain the Consents from Governmental Authorities listed in Annex 6.5(a), except that, if the consent from the UK Decommissioning Authority with respect to authorizing the change of control under the agreement for lease of fissile materials (the "Fissile Lease Agreement") is not obtained, Sellers shall have the right to elect to transfer or assign the Fissile Lease Agreement to AREVA SA or one of its Affiliates (other than the Group Companies), in which case the Purchase Price shall be reduced by the Fissile Lease Amount; in such a case, the condition precedent relating to the Consent of the UK Decommissioning Authority shall be deemed waived by the Parties.

(b) For the purposes of Section 6.5(a), the Sellers shall promptly make all filings, applications, statements and reports to the Governmental Authorities listed in Annex 6.5(a).

(c) The Sellers shall also cooperate with the Purchaser and provide reasonable assistance as may be required for the Purchaser to obtain Consents from Governmental Authorities.

6.6 Affiliate Contracts.

(a) Except for the Contracts to be entered into in accordance with this Agreement, the agreements referred to in Section 6.6(c) below and the Contracts listed in Annex 6.6(a), all Contracts and other arrangements solely between the Group Companies, on the one hand, and the Sellers or

any of their respective Affiliates (other than the Group Companies), on the other hand, excluding for the avoidance of doubt any Contract or other arrangement entered into with a third party, shall terminate prior to, or on the day preceding the Closing Date, subject to Closing, at no cost and without any termination penalty for the parties thereto (it being understood that fees being owed under such Contracts shall be settled on or prior to the Closing Date).

(b) For the purposes of Section 6.6(a), the Sellers shall provide the Purchaser, five (5) Business Days prior to the Closing Date, with a statement setting forth the amounts owing to and by each Group Company under the Contracts which shall be terminated with effect on the day preceding the Closing Date, subject to Closing, it being specified that such amounts shall be reflected in the Closing Net Indebtedness or in the Closing Net Working Capital, as the case may be, and shall procure that amounts remain unchanged from the delivery of such statement to the Purchaser through the Closing Date.

(c) Notwithstanding Section 6.6(a) above, all commercial products and equipment supply agreements and associated services agreements entered into between (i) the Sellers or any of their respective Affiliates (other than the Group Companies), on the one hand, and (ii) the Group Companies, on the other hand, shall remain in full force and effect in accordance with their respective terms; except that the following procedure shall apply where, within six (6) months after the Closing Date, the Purchaser identifies that any such contracts (each, a "Disputed Contract") (x) includes exclusivity provisions, (y) includes non-compete provisions or (z) has been entered into on non-arm's length terms (it being specified that agreements entered into with no-margin will be deemed not arm's length):

(i) If a Disputed Contract includes an exclusivity or a non-compete provision, the Parties shall negotiate in good faith in order to agree on an amendment to such provision, it being specified, for the avoidance of doubt, that neither the Purchaser nor its Affiliate party to such Disputed Contract shall be liable as a result of the breach of the non-compete or exclusivity clause of such Disputed Contract during the period from the Closing Date until the later to occur of (x) the expiration of the above mentioned six (6) month period and (y) the end of the negotiations on such Disputed Contract (including, as the case may be, the termination of the Disputed Contract). If the Sellers and the Purchaser (or their relevant Affiliate parties to the Disputed Contract) fail to agree on such amendment within fifteen (15) Business Days, then either of the Sellers or the Purchaser (or their relevant Affiliate party to the Disputed Contract) shall have the right to terminate the Disputed Contract;

(ii) If the Purchaser considers that a Disputed Contract has been entered into on non-arm's length terms, it shall notify the Sellers (such notification to include the reason why the Purchaser considers the contract to have been entered on non-arm's length terms). Where any such Disputed Contract has been notified to the Sellers, the Parties shall negotiate in good faith in order to agree on an amendment to the Disputed Contract and if no agreement is reached between the Sellers and the Purchaser (or their relevant Affiliate parties to the Disputed Contract) on an amendment within thirty (30) days following the date on which the Disputed Contract has been notified to the Sellers, such negotiations shall be referred, through an escalation process, to the senior executives of each relevant parties, who shall use reasonable endeavors to agree on an amendment. If the Parties fail to agree, they shall jointly appoint an internationally recognized firm of independent public accountants as third party expert (the "Third Party Expert") who shall determine whether or not the Disputed Contract was entered into on arm's length terms. The first appointed Third Party Expert shall be Accuracy; provided that, if Accuracy is, for any reason, unable or unwilling to serve in such capacity, then the Parties shall jointly engage and submit their disagreement to the Paris, France office of KPMG. To the extent the latter is unwilling or cannot accept its mission, the Parties shall mutually agree on another internationally recognized firm of independent public accountants as Third Party Expert. If the Parties fail to agree on the choice of the Third Party

Expert within seven (7) days of a notice by one Party to the other requiring such agreement, either of the Purchaser or Sellers shall be entitled to request the designation of such Third Party Expert by the President of the Paris Commercial Court, and each Party shall have the right to be heard by the President of the Paris Commercial Court in relation thereto. The decision of the Third Party Expert, which shall be rendered within thirty (30) days from the Third Party Expert's appointment, shall be non-appealable, final and binding on the Parties. If the Third Party Expert considers that the Disputed Contract was entered on arm's length terms, then the Disputed Contract shall continue with the same terms and conditions. If the Third Party Expert considers that the Disputed Contract was not entered into on arm's length terms, then either the Purchaser or the Sellers (or their relevant Affiliate party to the Disputed Contract) shall have the right to immediately terminate the Disputed Contract without any liability. The fees and expenses of the Third Party Expert shall be borne equally by the parties to the Disputed Contract.

6.7 2015 audited combined financial statements. The Sellers shall deliver to Purchaser as soon as reasonably practicable, but no later than April 30, 2016, a copy of the audited combined balance sheet of the Companies as of December 31, 2015 and the related combined statement of income and cash flows, together with the notes and schedules thereto, prepared in accordance with IFRS and with the Accounting Principles (the "2015 Financial Statement"). The costs of auditors (which, for the avoidance, should be the Companies' regular auditors) in connection with the preparation of the 2015 Financial Statement shall be borne by the Purchaser (it being expressly provided that such costs shall not exceed [redacted] and, to that effect, those costs (net of VAT) shall be included in the definition of Cash set forth in Annex 1.1(a).

10 C.F.R. § 2.390(a)(4)

6.8 Certain labor covenants.

(a) The Parties acknowledge that Canberra France has adhered on February 10, 2005 to the group saving plan (*Plan d'Epargne Entreprise*) implemented by AREVA SA on 9 February 2005 and that, pursuant to its terms, although Canberra France employees will not be able to participate to this plan after Closing, Canberra France will not automatically exit such group saving plan (*Plan d'Epargne Entreprise*) upon occurrence of the Closing. The Sellers shall procure that Canberra France revokes its participation to such group saving plan (*Plan d'Epargne Entreprise*) as soon as reasonably practicable after the date hereof. The Parties further acknowledge that Canberra France will effectively and definitively exit such group saving plan (*Plan d'Epargne Entreprise*) six months after its revocation and that the Purchaser shall procure that a new company saving plan (*Plan d'Epargne Entreprise*) solely at the level of Canberra France be implemented or that Canberra France shall adhere to a group saving plan (*Plan d'Epargne Entreprise*) implemented by the Purchaser, or any of its Affiliates, as the case may be.

(b) The Parties further acknowledge that Canberra France implemented a profit sharing plan (*accord de participation*) to the benefit of its employees which refers to the existing group saving plan (*Plan d'Epargne Entreprise*) and that such profit sharing plan (*accord de participation*) shall be amended upon the effective and definitive exit of Canberra France from AREVA's group saving plan to comply with the provisions of (i) the new company saving plan (*Plan d'Epargne Entreprise*) implemented at the level of Canberra France or (ii) the group saving plan (*Plan d'Epargne Entreprise*) to which Canberra France will have adhered in accordance with Section 6.8(a).

6.9 Cooperation. The Sellers shall, and shall cause the Group Companies to, cooperate with Purchaser and take all such reasonable steps and actions necessary or required in connection with Purchaser's debt financing (including instructing the management of the Companies to participate in meetings or due diligence sessions with the debt providers, the syndication

process and/or rating agencies, the provision of information reasonably requested by the lenders).

6.10 Cash. The Sellers shall use their best effort to reduce as much as possible the amount of Cash held by the Group Companies as at the close of the day preceding the Closing Date. For the avoidance of doubt, the Cost to Upstream Cash relating to the portion of the Cash up-streamed pursuant to this Section 6.10 on or prior to the day preceding the Closing Date shall not be deducted from the Cash (pursuant to item (j) of definition of Cash) in the Closing Financial Statements.

6.11 Carve-out costs. Sellers agree to implement, internally, whether directly or indirectly through their relevant Affiliates, or externally, all carve-out services described in Annex 6.11 (the "Carve-Out Services") in order for the Group Companies to operate on a stand-alone basis as from the Closing Date (subject to the services provided under the Transition Services Agreement). In connection with the cost of the Carve-Out Services, the Parties have agreed as follows:

(a) Carve-Out Services rendered prior to the Closing Date.

(i) Sellers Compensated Amount. The Purchaser shall compensate the Sellers (acting on behalf of their respective Affiliates) for fifty percent (50%) of the total amount of the external costs (exclusive of VAT) of such Carve-Out Services cashed out by, or invoiced to, the Group Companies or the Sellers (and their respective Affiliates, as the case may be) prior to the Closing Date in connection with such Carve-Out Services (such compensation, the "Sellers Compensated Amount") and, for that purpose, the Sellers Compensated Amount shall be included in the definition of Cash in Annex 1.1(a);

(ii) Purchaser Compensated Amount. The Sellers shall compensate the Purchaser (acting on behalf of its Affiliates) for fifty percent (50%) of the external costs (exclusive of VAT) cashed out by, or invoiced to, the Purchaser (and its Affiliates, as the case may be) prior to the Closing Date in connection with the Carve-Out Services (such compensation, the "Purchaser Compensated Amount") and, for that purpose, the Purchaser Compensated Amount shall be included in the definition of Financial Debt in Annex 1.1(a).

(b) Carve-Out Services provided by third party suppliers as from the Closing Date. All Carve-Out Services (not otherwise taken into account in the Sellers Compensated Amount) provided by third party providers and expensed by the Sellers (and their respective Affiliates, as the case may be) to the benefit of any of the Group Companies, as from the Closing Date (inclusive), shall be invoiced to, and paid by, the relevant Group Companies for fifty percent (50%) of their aggregate amount (exclusive of VAT). For that purpose, all invoices in relation to such Carve-Out Services received by the Sellers (and their respective Affiliates, as the case may be) shall be paid by them and fifty percent (50%) of such amounts (exclusive of VAT) shall be charged back to the relevant Group Companies; and all invoices received by the Group Companies after the Closing Date in relation to such Carve-Out Services shall be paid by them and fifty percent (50%) of such amounts (exclusive of VAT) shall be charged back to the Sellers (acting on behalf of their respective Affiliates);

(c) Additional Carve-Out Costs. In addition to the above, the Purchaser shall compensate the Sellers (acting on behalf of their respective Affiliates, as the case may be) for all external costs not included in the Carve-Out Services (the "Additional Carve-Out Services") and resulting from a written request from the Purchaser and agreed by the Sellers, cashed out by, or invoiced to, the Group Companies or the Sellers (and their respective Affiliates, as the case may be) prior to Closing (the "Additional Carve-Out Costs") and, for that purpose, the Additional Carve-Out Costs shall be added to the definition of Cash in Annex 1.1(a);

(d) Substitution of external Carve-Out Services by Internal Carve-Out Services. At any time (whether prior to or as from the Closing Date) where any of the Parties contemplates to appoint a third party IT services provider to render Carve-Out Services, the Parties shall refer to the IT Carve Out Strategic Committee which may decide, on a case-by-case basis, to substitute any such third party IT services provider by the Sellers or the Purchaser (or their respective relevant Affiliates), as the case may be, provided that the internal IT services (i) are provided at cost without margin, (ii) correspond to a price equal to or lower than the price that would be quoted by an external service provider and (iii) are of a similar quality than those that would be provided by an external service provider;

(e) IT Carve Out Strategic Committee.

(i) No later than ten (10) Business Days from the date hereof, the Parties hereby agree to set-up a committee dedicated to all matters pertaining to the provision and management of the Carve Out Services as contemplated in this Section 6.11 (the "IT Carve Out Strategic Committee"). The IT Carve Out Strategic Committee shall be composed of members representing the Sellers (and/ their relevant Affiliates) on the one hand, and the Purchaser (and its relevant Affiliates) on the other hand. The appointment and removal of the members of the IT Carve Out Strategic Committee shall be notified by each party thereto to the other in accordance with Section 13.4 below.

(ii) Each Party's representative shall have the option, with a reasonable prior written notice, to invite other person to join the meetings of the IT Carve-Out Strategic Committee, unless a reasonable objection is made by the other Party's representative(s).

(iii) The IT Carve-Out Strategic Committee shall meet at least on a monthly basis during the period from the date hereof until the end of the Transition Period (as such term is defined in [IT TSA]). To this effect, the agenda of the IT Carve-Out Strategic Committee shall be prepared jointly by the Parties and communicated to IT Carve Out Strategic Committee members at least two (2) Business Days prior to any meeting. No meeting shall be held if a Party has no representative to this meeting through at least one of its duly appointed members.

(iv) The IT Carve Out Strategic Committee shall have all powers to take decisions pertaining to the monitoring and management of the Carve Out Services in accordance with this Section 6.11, including, without limitation, the following decisions:

a. make strategic decisions related to the Carve-Out Services, notably validate the separation plan and related timeline;
b. validate roles and responsibilities to conduct the Carve-Out Services, when necessary;
c. to the extent necessary, decide whether the substitution option referred to in Section 11.1(d) shall be exercised and, if so, by which Party (or Party's Affiliate) and at what cost;
d. present and validate cost estimates;
e. monitor the costs, anticipate and analyze any cost slippage and monitor mitigation action plans, when required;
f. make decisions on and arbitrate any issue escalated related with the Carve-Out Services;

provided that all such decisions shall be approved through a unanimous decision of the Parties' representatives attending the meeting (which shall at least include a representative of each Party) and shall be materialized by minutes established jointly by such persons within two (2) Business Days following such meeting (the "Minutes").

(v) The Parties shall and shall cause their respective Affiliates to comply and implement the decisions of the IT Carve-Out Strategic Committee set forth in the Minutes, as determined in accordance with Section 6.11(e)(iv) above.

(f) Disputes Resolution. In the event the IT Carve-Out Strategic Committee does not manage to resolve any disagreement in relation with the Carve-Out Services and/or the related costs or fail to approve the Minutes of its meetings as per under Section 6.11(e)(iv) above (in each case, a "Disputed Item"), such Disputed Item shall be referred, through an escalation process, to the senior executives of each Party hereto, who shall use reasonable endeavors to resolve the Disputed Item as soon as practicable and in any event no later than five (5) Business Days.

6.12 Compliance with Hamon Law. As soon as practicable from the date hereof, the Sellers shall make their respective best efforts, and shall cause the Group Companies to make their respective best efforts, to provide the Purchaser with documents reasonably satisfactory to the Purchaser (including an extract from the ADP payroll management system on their letterhead and the relevant employment contracts for non-full time employees) confirming the computation of the relevant headcounts of Canberra France as at December 31, 2015 for the purpose of determining that the provisions of articles L. 23-10-1 *et seq.* of the French Commercial Code were not applicable to the transactions contemplated herein. Should the Sellers fail to provide to the Purchaser such documents on or prior to Closing, the Sellers shall indemnify and hold the Purchaser Indemnified Parties harmless against any Loss incurred by the Purchaser as a result of the breach of Section 4.11(h) in accordance with Section 12.1(d) and subject to Section 12.6(d).

ARTICLE VII.

COVENANTS OF THE PURCHASER

7.1 Consents and Approvals

(a) From the date of this Agreement until the Closing Date, the Purchaser shall use reasonable efforts to obtain all Consents and to obtain all certificates and other documents required in connection with the performance by it of this Agreement and its Related Agreements and the consummation by the Purchaser of the transactions contemplated hereby and thereby, including make the notifications and obtain the third party Consents listed in Annex 7.1(a).

(b) The Purchaser shall promptly make all filings, applications, statements and reports to (i) the *Direction du Trésor* of the French Ministry in charge of Economy (with respect to the prior approval to be obtained pursuant to article L.151-3 of the *French Code monétaire et financier*) and (ii) the Canadian Minister of Industry pursuant to the Investment Canada Act.

(c) The Purchaser shall consider, and to the extent reasonably practicable, propose in due time and accept and take or cause to be taken all steps reasonably necessary for the fulfillment of, any condition, requirement or undertaking that may be required by any Governmental Authorities for the Closing. Each Seller shall cause its subsidiaries among the Group Companies to provide the Purchaser and/or the relevant Governmental Authorities with any relevant information/documentation for the purpose of any filings required by applicable regulations in connection with the transactions contemplated in this Agreement.

7.2 Closing. The Purchaser shall use its best efforts to cause the conditions set forth in Article IX to be satisfied as soon as practicable and in any event no later than the last calendar day of the

twelfth month following the Effective Date, as extended, as the case may be, pursuant to Section 8.1(f) (the "Deadline for Satisfaction of the Conditions Precedent").

7.3 Break-up fee. In the event that (i) the conditions precedent set out in Section 9.1(a) are not fulfilled by the Deadline for Satisfaction of the Conditions Precedent for any reason, (ii) the Purchaser fails to make the relevant filings, applications, statement or reports that is required to make, or to obtain the Consents from the Governmental Authorities listed in Section 9.1(b), Annex 6.5(a) and 7.1(a) (the "Other Consents"), (iii) the Purchaser fails to obtain the Other Consents (other than the written consent from the UK Decommissioning Authority authorizing the change of control under the Fissile Lease Agreement) as a result of Purchaser's failure to cooperate with, or provide any documentation or information, or give an undertaking reasonably requested by such Governmental Authorities (which may not include undertakings that such Governmental Authorities is not entitled to require pursuant to applicable Law) in order to obtain such Other Consents, (iv) the Purchaser fails to use it best efforts to obtain the consent of the UK Decommissioning Authority authorizing the change of control under the Fissile Lease Agreement, (v) the Purchaser elects at the Deadline for Satisfaction of the Conditions Precedent not to waive the condition to Closing set forth in Section 9.2(c) with respect to a Proceeding pending with the FTC or the Antitrust Division while all other conditions precedent set out in Article IX (except for those conditions precedent which by their terms or their nature would be satisfied only at Closing, such as *e.g* Closing deliveries) are met, or (vi) the Purchaser does not proceed with the Closing while the conditions precedent set out in Article IX are fulfilled and/or waived by the Party entitled to do so, as the case may be, in each case, other than by reason of a breach by the Sellers (or their Affiliates) of their obligations under Sections 6.1(a), 6.5, 8.1 or 8.2 or as a result of an action or inaction of the Sellers (or their Affiliates), then the Purchaser shall pay the Sellers an amount of [redacted] on the Termination Date (the "Break-up Fee"). The Parties shall use best efforts to prevent any Governmental Authority (including the Antitrust Division and the FTC), or a third party through any court from seeking a temporary restraining order, preliminary injunction, or permanent injunction preventing the Closing.

7.4 The Parties agree that the deposit of [redacted] paid by the Purchaser pursuant to section 4.1 of the Put Option Agreement to secure the obligations of article 4.3 of the Put Option Agreement shall be kept by the Sellers as a guarantee of the Purchaser's obligations under Section 7.3 of the Agreement (the "Prepayment Amount"). In the event Closing has not occurred on the Termination Date, the Prepayment Amount shall be reimbursed by the Sellers to the Purchaser on the Termination Date unless the Break-up Fee is due pursuant to Section 7.3, in which case Sellers shall be entitled to keep the Prepayment Amount as a settlement of the payment of the Break-up Fee.

10 C.F.R. § 2.390(a)(4)

7.5 The Parties acknowledge and agree that because of the unique nature of the transactions, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by the Sellers as a result of the occurrence of the Purchaser not closing within the initial period of six months following the Effective Date, or termination of the Agreement for Purchaser's failure to close the contemplated transactions. It is understood and agreed by the Parties that (a) the Sellers shall be damaged as a result of the Purchaser not meeting its commitments for which the Break-up Fee and the ticking fee mentioned in Section 8.1(e) are payable under this Agreement, (b) any sums which would be payable under Section 7.3 and Section 8.1(e) are in the nature of damages, and not a penalty, and are fair and reasonable under the circumstances. The Purchaser waives any rights or defense that any Break-up Fee and/or ticking fee provided for herein is a penalty or otherwise void.

7.6 [redacted]

10 C.F.R. § 2.390(a)(4)

[redacted]

7.7 [redacted]

10 C.F.R. § 2.390(a)(4)

10 C.F.R. § 2.390(a)(4) [redacted]

[redacted]

ARTICLE VIII.

ADDITIONAL COVENANTS OF THE PARTIES

8.1 Merger Review. The Parties shall cooperate and make their respective best efforts so as to obtain the satisfaction of the condition precedent set forth in Section 9.1(a) and to address any additional inquiries from any Governmental Authorities or any Proceedings brought by any third parties or courts pertaining to antitrust, competition or trade regulation as soon as practicable after the date hereof. Without limiting the generality of the foregoing:

(a) until the Closing Date the Sellers shall, and shall cause the Group Companies to, provide the Purchaser as promptly as practicable with all information available to them which the Purchaser may reasonably request for the purposes of preparing the required premerger filings, responding to requests for additional information, responding to any voluntary or compulsory Proceeding initiated by the Antitrust Division or FTC, and obtaining clearance from the relevant merger control Governmental Authorities in Germany and Spain and, in particular all information which may be necessary to allow the implementation of the remedies relating to the divestiture of assets of businesses held by the Group Company;

(b) the Purchaser shall, all its own expenses, make as soon as reasonably practicable all required filings, applications, statements and reports to the Spanish competition authorities at the latest within the earlier of (x) five (5) days after completion of the pre-filing to such authorities and (y) forty five (45) days after the execution of this Agreement. The Purchaser and Sellers shall: (i) regularly inform the other Party of the progress of the filings and relevant proceedings, (ii) each notify the other Party promptly upon the receipt of any comments from Government Authorities in connection with any filings; (iii) to the extent they deal with substantial issues, and consistent with any applicable privileges, provide the other Party's competition counsel with copies of all communications with the relevant Governmental Authorities relating to any Consent or action (including in particular the draft and the final version of the notification forms to be filed with the relevant merger control authorities) and (iv) take into account any reasonable comments and requests of the other Party and their advisors; (iv) inform the Sellers in advance of, and at the Sellers' request permit the Sellers and their advisors to attend and participate in, material meetings and all substantive conversations with the relevant merger control authorities;

(c) the Purchaser shall, and shall cause its Affiliates to consider in good faith any reasonable conditions, obligations or requirements necessary to obtain, as soon as practicable after the date hereof, a clearance decision from the relevant merger control Governmental Authorities;

(d) moreover, without limiting the generality of the other undertakings pursuant to this Agreement, the Purchaser undertakes to use, and shall cause its Affiliates to use, its/their best efforts to eliminate each and every impediment under any antitrust, competition or trade regulation law that is asserted by any merger control Governmental Authority (through the Head of the Governmental Authority or Division in charge of merger control or as a result of a Proceeding initiated by or before any Governmental Authority), by the FTC or the Antitrust Division or any other party so as to enable the Parties hereto to close the transactions contemplated hereby, as soon as reasonably possible and in any event no later than the Deadline for Satisfaction of the Conditions Precedent, including but not limited to:

- submitting all necessary undertakings as may be required to allow any merger review Governmental Authority (including the FTC or the Antitrust Division) to (i) clear the transactions to close or (ii), with respect to the FTC or the Antitrust Division, to allow the transaction to close, including but not limited to negotiating, committing to and effecting by consent decree, hold separate orders, or otherwise, the sale, divestiture or disposition of the Group

Companies' properties or businesses to be acquired by the Purchaser pursuant to this Agreement and/or Mirion Technologies (Rados) GmbH (which is the owner of the Purchaser's C&C facility located in Hamburg) (but excluding, for the avoidance of doubt, all other assets or properties owned by the Purchaser and or its Affiliates) and the entrance into such other arrangements, as are necessary in order to effect the dissolution of any injunction, temporary restraining order or other order in any suit or proceeding, which would otherwise have the effect of preventing the consummation of the transactions contemplated by this Agreement prior to the Termination Date;

- defending through litigation on the merits any claim asserted in court by any party (including without limitation any Governmental Authority) in order to avoid entry of, or to have vacated or terminated, any decree, order or judgment (whether temporary, preliminary or permanent) that would prevent the Closing from occurring prior to the Termination Date; *provided, however*, that such litigation in no way limits the obligation of the Purchaser to take any and all steps necessary, to eliminate each and every impediment under any antitrust, competition or trade regulation law to close the transactions contemplated hereby as soon as reasonably possible and in any event no later than the Deadline for Satisfaction of the Conditions Precedent;

(e) in the event that the condition precedent set out in Section 9.1(a) is not fulfilled on or before the last calendar day of the sixth (6) month following the Effective Date for any reason other than by reason of a breach by the Sellers (or any of their Affiliates) of their obligations under this Agreement, then the Purchaser shall pay the Sellers a ticking fee calculated [redacted]

10 C.F.R. § 2.390(a)(4)

Such ticking fee shall be payable together with the Interim Purchase Price, if the Closing occurs on or before the end of the Termination Date, unless the Break-up Fee is due pursuant to Section 7.3, on the Termination Date in accordance with Section 7.4.

(f) Notwithstanding the above, in the event the condition precedent set out in Section 9.1(a) is not fulfilled on or before the last calendar day of the twelve month following the Effective Date, Purchaser shall have the right, at its own discretion, either:

i. to elect to let the Agreement lapse on the Termination Date if the condition precedent set out in Section 9.1(a) is not obtained by the Deadline for Satisfaction of the Conditions Precedent, in which case the Break-up Fee would become due pursuant to Section 7.3 with no further liability for the Purchaser; or

ii. by written notice sent no later than ten (10) days prior to the Deadline for Satisfaction of the Condition Precedent, to extend for an additional period not exceeding six (6) months (e.g. until the 18th month following the Effective Date) the Deadline for Satisfaction of the Condition Precedent. In case of such an extension, an additional ticking fee equal to [redacted]

10 C.F.R. § 2.390(a)(4)

10 C.F.R. § 2.390(a)(4)

[redacted]

For the avoidance of doubt:

10 C.F.R. § 2.390(a)(4)

- the additional ticking fee, altogether with the ticking fee mentioned in paragraph (e), shall be equal to a maximum amount of [redacted];

10 C.F.R. § 2.390(a)(4)

- the additional ticking fee mentioned in Section 8.1(f)ii above shall be paid in addition to the Break-up Fee where the latter is due, representing altogether a maximum amount of [redacted]; and

- the Purchaser shall have the right at any time during the extended period to terminate the Agreement by giving a three (3) Business Days prior notice, in which case the sum of (i) the Break-Up Fee and (ii) the ticking fee accrued during the extended period up to such termination shall be due to the Sellers, without further liability to the Purchaser.

8.2 CFIUS. As soon as practicable after the date hereof, the Parties shall prepare, prefile, then no earlier than five Business Days thereafter, file with CFIUS a joint voluntary notice pursuant to Section 721 of the Defense Production Act of 1950, 50 U.S.C. app. Section 2170, as amended ("Section 721") with respect to the transactions contemplated by this Agreement. The Parties shall provide CFIUS with any additional or supplemental information requested by CFIUS or its member agencies during the Section 721 review process as promptly as practicable, and in all cases within the amount of time allowed by CFIUS. The Parties, in cooperation with each other, shall take all reasonable steps advisable, necessary or desirable to enable CFIUS to conclude its review without objection to or demands for alteration of the transaction as promptly as practicable.

8.3

10 C.F.R. § 2.390(a)(4)

[redacted]

8.4 Termination of AREVA's Group Insurance Policies. The Purchaser acknowledges and agrees that the Sellers shall procure that all insurance Policies covering all or part of the Group Companies' business listed in Annex 8.4 shall terminate on the Closing Date. The insurance Policies for which the Group Companies are the policyholder and the only one insured shall not be terminated on the Closing Date, the Purchaser will be able to renew or cancel it at the next expiry date. The Parties further acknowledge and agree that from the Closing Date, (i) with respect to claim based Policies, the Group Companies shall cease to be insured under

those insurance Policies, and that any claim declared after the Closing Date shall not be indemnified under the Sellers' insurance Policies and (ii) for the occurrence based Policies, the Group Companies shall cease to be insured under those insurances, except for the open files and not yet indemnified before the Closing Date and also for the event occurring prior to the Closing Date and not declared before the Closing Date. The Sellers shall cooperate with the Group Companies to allow them to make any claim thereunder and promptly transfer them any indemnification received thereunder.

8.5 Termination of Cash Pooling Agreements.

(a) The Purchaser acknowledges and agrees that the Sellers shall procure that all cash pooling agreements entered into between the Sellers and/or their Affiliates (other than the Group Companies), on the first part, and any Group Companies, on the second part (the "Cash Pooling Agreements"), be terminated with effect on the day preceding the Closing Date, subject to Closing, and the Parties shall procure that all amounts owing to and by any Group Companies under any and all Cash Pooling Agreements shall be paid on the Closing Date.

(b) For the purposes of Section 8.5(a), the Sellers shall provide the Purchaser, five (5) Business Days prior to the Closing Date, with a statement setting forth the amounts (principal and interest) owing to and by each Group Company under the Cash Pooling Agreements as of the day preceding the Closing Date, and shall procure that the cash position of the Group Companies under the Cash Pooling Agreements remains unchanged from the delivery of such statement to the Purchaser through the Closing Date.

8.6 Termination of Intercompany Loan Agreements.

(a) The Purchaser acknowledges and agrees that the Sellers shall procure that all loan agreements entered into between the Sellers and/or their Affiliates (other than the Group Companies), on the first part, and any Group Companies, on the second part (the "Intercompany Loan Agreements"), be terminated with effect on the day preceding the Closing Date, subject to Closing, and the Parties shall procure that all amounts owing to and by any Group Companies under any and all Intercompany Loan Agreements shall be paid on the Closing Date.

(b) For the purposes of Section 8.6(a), the Sellers shall provide the Purchaser, five (5) Business Days prior to the Closing Date with a statement setting forth the amounts (principal and interest) owing to and by each Group Company under the Intercompany Loan Agreements as of the day preceding the Closing Date, and shall procure that the cash position of the Group Companies under the Intercompany Loan Agreements remains unchanged from the delivery of such statement to the Purchaser through the Closing Date.

8.7 Release of Parent Company Guarantees. From the date hereof, the Purchaser shall use its best efforts, with the assistance of the Sellers, to obtain from the relevant third parties (the "Beneficiaries") a written consent to substitute either itself or one or several commercial banks of international standing for the Sellers or their respective Affiliates (other than the Group Companies) under each of the guarantees listed in Annex 8.7 (the "Parent Company Guarantees") on the Closing Date. In case the Purchaser offers to substitute one or several commercial banks of international standing for the Sellers or their respective Affiliates (other than the Group Companies) under certain Parent Company Guarantees, the Purchaser shall procure that the substituting commercial banks provide guarantees benefiting to the relevant Beneficiaries similar to those being replaced to replace the relevant Parent Company Guarantees, the terms of such guarantees to be acceptable by the relevant Beneficiaries. At the Closing, the Purchaser shall deliver to the Sellers (i) a copy of the duly signed documentation evidencing that written consents have been obtained from all Beneficiaries for the substitution of either the Purchaser or commercial banks for the Sellers or their respective Affiliates under each Parent Company Guarantee, (ii) a copy of all guarantees provided by the relevant

commercial banks and (iii) a full and unconditional (subject to the Closing occurring) release of each Parent Company Guarantee by each Beneficiary with effect on the Closing Date.

To the extent that the Purchaser is not able to obtain the above-mentioned consent of the Beneficiaries, the Purchaser shall indemnify and hold harmless the Sellers and their respective Affiliates (other than the Group Companies) against any liability (including costs, damages and reasonable expenses) suffered or incurred by them under such Parent Companies Guarantees until the full and final release of the Sellers or their respective Affiliates (other than the Group Companies).

8.8 Bank Guarantees. From the date hereof, the Purchaser shall use its best efforts to obtain from the relevant banks and other financial institutions which have granted the guarantees listed in Annex 8.8 (the "Bank Guarantees") that, on the Closing Date, such Bank Guarantees either remain in place or be replaced with new ones issued by either the same Person or another bank or other financial institutions of international standing, and having the same terms and conditions as the replaced Bank Guarantees. At the Closing, the Purchaser shall deliver to the Sellers a copy of the duly signed documentation evidencing which Bank Guarantees shall remain in place and which ones shall be replaced with new ones at the Closing, and for each replacing bank guarantee, a written consent from the relevant third party beneficiary to the relevant Group Company (i) fully and unconditionally (subject to the Closing occurring) releasing the replaced Bank Guarantee with effect on the Closing Date and (ii) confirming that the replacing bank guarantee meets with the requirements of the relevant third party beneficiary.

To the extent that the Purchaser fails to obtain that the Bank Guarantees are maintained or replaced with new ones, the Purchaser shall indemnify and hold harmless the Sellers and their respective Affiliates (other than the Group Companies) against any liability (including costs, damages and reasonable expenses) suffered or incurred by them as a result of such failure.

8.9 Termination of Foreign Exchange Hedging Agreements.

(a) The Purchaser acknowledges and agrees that the Sellers shall procure that all foreign exchange hedging agreements benefiting or binding on the Group Companies, all of which are listed in Annex 8.9 (the "Hedging Agreements") shall be terminated with effect the day preceding the Closing Date, subject to Closing, and the Parties shall procure that hedging termination payments owing to and by any Group Companies as a result of such termination, shall be paid on the Closing Date.

(b) For the purposes of Section 8.9(a), the Sellers shall provide the Purchaser, no later than three (3) Business Days prior to the Closing Date, with a statement setting forth the hedging termination payments owing to and by each Group Company under the Hedging Agreements as of the day preceding the Closing Date and shall procure that such amounts remain unchanged from the delivery of such statement to the Purchaser through the Closing Date.

8.10 Related Agreements. At the Closing, the Parties shall execute the Related Agreements to which they are a party.

10 C.F.R. § 2.390(a)(4)

8.11 [redacted]

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10 C.F.R. § 2.390(a)(4)

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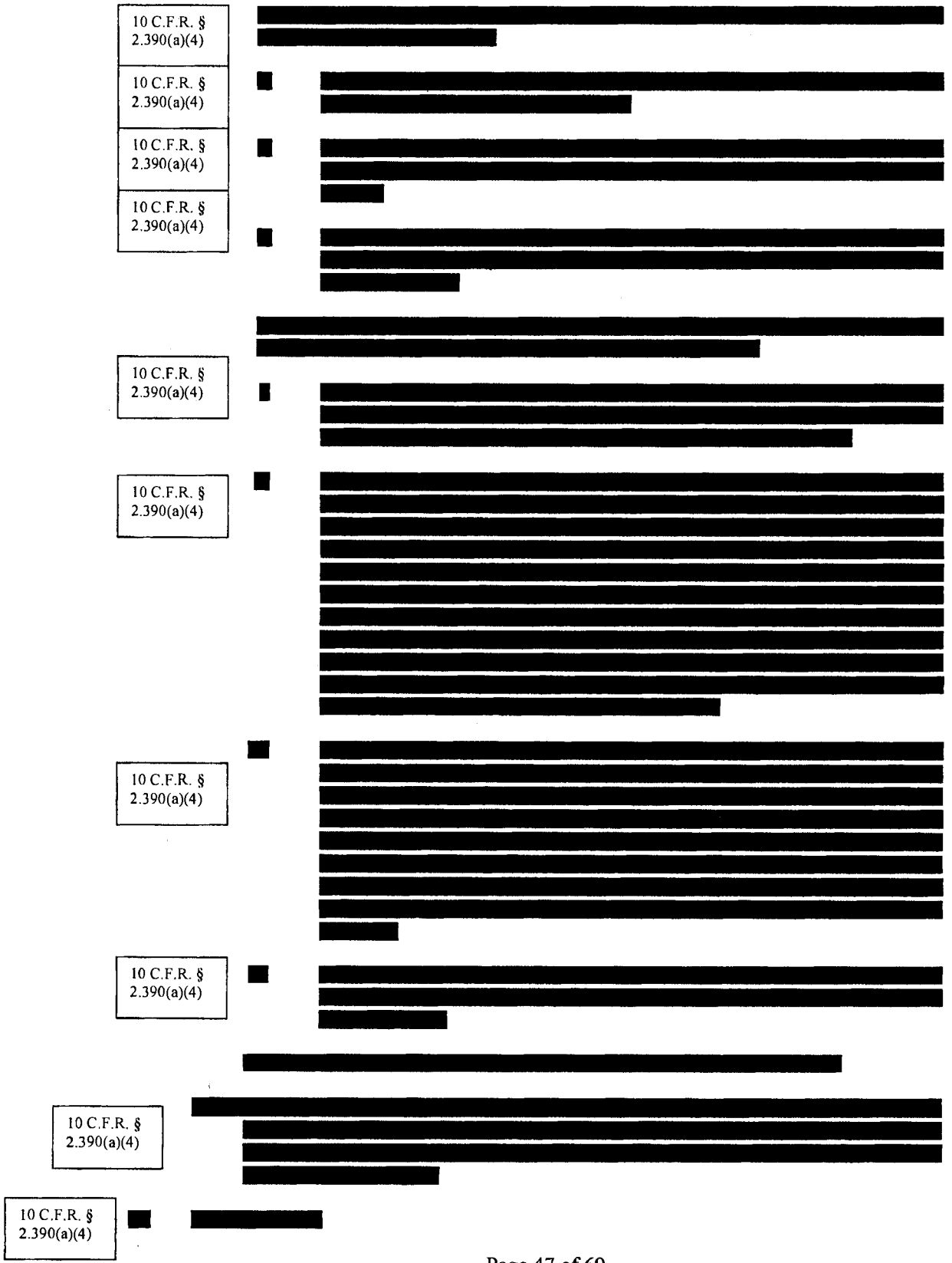
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8.12 Tax Matters.

The Sellers shall cause to be included in the Group Companies' respective income Tax Returns for all periods ending on or before the day preceding the Closing Date, all items of income, gain, loss, deduction and credit of the Group Companies that are required to be included in such Tax Returns, shall cause such Tax Returns to be timely filed with the appropriate Governmental Authority, and shall be responsible for the timely payment (and entitled to any refund that is not reflected as an asset in the Closing Financial Statements) of all Taxes due with respect to the periods covered by such Tax Returns (to the extent not covered as a liability in the Closing Financial Statements).

(a) For purposes of this Agreement, in the case of any sales or use Taxes, value added Taxes, employment Taxes, withholding Taxes or Taxes based upon, measured by or related to receipts, income, or profits, the portion of Tax with respect to the Group Companies that relate to any taxable period that includes but does not end on the day preceding the Closing Date (hereinafter a "Straddle Period") will be apportioned between the period of the Straddle Period that begins before the day preceding the Closing Date and ends on the day preceding the Closing Date (hereinafter the "Pre-Closing Straddle Period") and the period of the Straddle Period that begins on the Closing Date and ends on the last day of the Straddle Period (hereinafter the "Post-Closing Straddle Period"). The portion of such Tax attributable to the Pre-Closing Straddle Period shall be deemed equal to the amount that would be payable if the Straddle Period ended on and included the day preceding the Closing Date. In the case of all other Taxes, the portion of such Tax attributable to the Pre-Closing Straddle Period shall be deemed equal to the amount of such Tax for the entire Tax period multiplied by a fraction the numerator of which is the number of days in the Tax period ending on and including the day preceding the Closing Date and the denominator of which is the number of days in the entire Tax period. The portion of Tax attributable to the Pre-Closing Straddle Period shall be included in the Closing Financial Statements as a Debt Like Item or as part of the Net Working Capital (depending on the nature of such Tax), while the portion of Tax attributable to the Post-Closing Straddle Period shall be borne by the Purchaser and therefore not included in the Closing Financial Statements.

(b) Each of the Sellers or its designee shall prepare and timely file (including extensions), or cause to be prepared and timely filed (including extensions), in proper form with the appropriate Tax authority all consolidated, combined or unitary Tax Returns of such Seller that include or relate to the Group Companies or any income Tax Return of the Group Companies with respect to any Tax period which ends on or before the day preceding the Closing Date (hereinafter a "Pre-Closing Tax Period") (including any short period) that are not required to be filed after the Closing Date.

(c) The Purchaser or its designee shall prepare and timely file (including extensions), or cause to be prepared and timely filed (including extensions), in proper form with the appropriate Tax authority all Tax Returns required to be filed with respect to the Group Companies for any Straddle Period or Pre-Closing Tax Period (other than Tax Returns required to be filed by the Sellers as described in paragraph (b), above) that are required to be filed after the Closing Date. The Purchaser shall prepare, or shall cause to be prepared, all such Tax Returns in a

manner consistent with past practice, unless otherwise required by applicable Law (or as the Parties may agree in writing).

(d) After the Closing, the Purchaser and the Sellers will provide each other with such assistance as may reasonably be requested by either of them in connection with the preparation of any Tax Return, or in connection with any Tax Proceeding with respect to Taxes of the Group Companies. During the period commencing on the Closing Date and ending upon the expiration of the applicable statute of limitations of the applicable Tax matter, each Party shall retain and provide the other with any records or information which may be relevant to the preparation of a Tax Return or the defense of a Tax Proceeding. Any information obtained pursuant to this Section providing for the sharing of information or the review of any Tax Return or other schedule relating to Taxes shall be kept confidential by the Parties.

(e) Neither the Purchaser nor any of its Affiliates shall amend, re-file, revoke or otherwise modify any Tax Return or Tax election of any of the Group Companies with respect to a Pre-Closing Tax Period or a Straddle Period, or agree to extend any statute of limitation for such periods, without the prior written consent of the Seller concerned, which consent shall not be unreasonably withheld or delayed (in particular in the event of material mistake), in each case except for changes in Tax elections that affect solely periods starting on or after the Closing Date, that shall be permitted in any event.

The Purchaser and the Sellers shall, upon request, use reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby).

10 C.F.R. § 2.390(a)(4) [redacted]

10 C.F.R. § 2.390(a)(4) [redacted]

10 C.F.R. § 2.390(a)(4) [redacted]

10 C.F.R. § 2.390(a)(4) [redacted]

10 C.F.R. § 2.390(a)(4) [redacted]

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10 C.F.R. § 2.390(a)(4)

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10 C.F.R. § 2.390(a)(4)

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10 C.F.R. § 2.390(a)(4)

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10 C.F.R. § 2.390(a)(4)

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ARTICLE IX.

CONDITIONS PRECEDENT

9.1 Conditions Precedent to both Parties' Obligations. The obligations of the Parties under Article II, Article III, Section 8.11 and Article X are subject to the satisfaction of the following conditions precedent on or before the Closing Date:

(a) A clearance decision shall have been issued by the relevant merger control Governmental Authorities under any applicable anti-trust Law, or any applicable waiting period shall have elapsed with no action being taken under such anti-trust Laws with respect to the transactions contemplated hereby.

(b) The parties shall have received written notice that any review, investigation or other proceeding under section 721 with respect to the transaction contemplated hereby has concluded without action or recommendation for suspension or prohibition, or the

President of the United States of America shall not, within fifteen calendar days of a CFIUS report to him, have announced a decision to take any action to block, suspend or otherwise prevent the consummation of the transaction or any of the other transactions contemplated hereby.

(c) The Sellers shall have obtained the Consents from Governmental Authorities listed in Annex 6.5(a) (it being specified that in the case where the UK Decommissioning Authority refuses to give its consent and the Fissile Lease Agreement is transferred to AREVA SA or one of its Affiliates pursuant to Section 6.5(a), the corresponding condition precedent shall be deemed met as far as the Purchase Price is reduced by the Fissile Lease Amount).

(d) The Purchaser shall have obtained the Consents from the Governmental Authorities listed in Annex 7.1(a).

9.2 Conditions Precedent to Purchaser's Obligations. The obligations of the Purchaser under Article II, Article III, Section 8.1(e) and Article X are subject to the satisfaction, or waiver by the Purchaser, of the following conditions precedent on or before the Closing Date:

(a) Compliance with Agreements and Covenants. The Sellers shall have performed and complied in all material respects with all of their material covenants and material obligations contained in this Agreement and in its Related Agreements to be performed and complied with by them on or prior to the Closing Date.

(b) No Injunctions or Other Legal Restraints. No injunction or other legal restraint or prohibition enacted, entered, promulgated, enforced or issued by any Governmental Authority (other than those referred to in Section 9.1) preventing the consummation of the Closing shall have come into effect after the date of this Agreement and continue to be in effect.

(c) Absence of Proceedings. There shall not be pending by any Governmental Authority, any Proceeding challenging or seeking to restrain or prohibit the Closing or any other transaction contemplated by this Agreement or the Related Agreements or seeking to obtain from the Purchaser or any of its Affiliates in connection with the Closing any damages that are material in relation to the Purchaser and its Affiliates, taken as a whole (other than those referred to in Section 9.1).

(d) Related Agreements. The Purchaser shall have received from the Sellers and their respective Affiliates a duly executed copy of each Related Agreement to which they are a party.

9.3 Conditions Precedent to Sellers' Obligations. The obligations of the Sellers under Article II, Article III, Section 8.11 and Article X are subject to the satisfaction, or waiver by the Sellers, of the following conditions precedent on or before the Closing Date:

(a) Compliance with Agreements and Covenants. The Purchaser shall have performed and complied in all material respects with all of its material covenants and material obligations contained in this Agreement and in its Related Agreements to be performed and complied with by it on or prior to the Closing Date.

(b) No Injunctions or Other Legal Restraints. No injunction or other legal restraint or prohibition enacted, entered, promulgated, enforced or issued by any Governmental Authority (other than those referred to in Section 9.1) preventing the consummation of the Closing shall have come into effect after the date of this Agreement and continue to be in effect.

(c) Absence of Proceedings. Except for any Proceeding referred to in Section 8.1(d), there shall not be pending by any Governmental Authority, any Proceeding challenging or seeking to restrain or prohibit the Closing or any other transaction contemplated by this Agreement or the Related Agreements or seeking to obtain from the Sellers or any of its Affiliates in connection with the Closing any damages that are material in relation to the Sellers and its Affiliates, taken as a whole (other than those referred to in Section 9.1).

(d) Related Agreements. The Sellers shall have received from the Purchaser a duly executed copy of each Related Agreement to which the Purchaser is a party.

ARTICLE X.

CLOSING

10.1 Closing. Subject to the conditions set forth in Article IX, the Closing shall take place at the offices of Arendt & Medernach S.A., 41A, avenue J.F Kennedy, L-2082 Luxembourg (or at such other place as the Parties may designate in writing) on the first day of the month following the fifth (5^{th}) Business Day following the date on which all the conditions to Closing in Article IX (except the conditions the satisfaction of which is appreciated on the Closing Date) are satisfied or waived, or on such other date or at such other time as may be mutually agreed upon in writing by the Parties. The Closing, and all transactions to occur at the Closing, shall be deemed to have taken place at, and shall be effective as of, the beginning of the day on the Closing Date.

10.2 Obligations of the Sellers. On the Closing Date, the Sellers shall:

(a) deliver to the Purchaser duly signed and completed stock transfer forms (*ordres de mouvement*) in favor of the Purchaser (or its Designated Transferee) for all of the shares of Canberra France;

(b) deliver to the Purchaser executed copies of French Cerfa tax form number 2759, duly executed by AREVA NC SA;

(c) deliver to the Purchaser the stock transfer register (*registre des mouvements de titres*) and the stockholders' accounts (*comptes d'actionnaires*) of Canberra France;

(d) deliver to the Purchaser the share certificate representing all the Canberra Industries' shares, together with a duly signed and completed stock power in favor of the Purchaser (or its Designated Transferee) for all such shares;

(e) deliver to the Purchaser the letters of resignation of all directors and officers of the Group Companies listed in Annex 10.2(e) effective as of the Closing Date;

(f) deliver to the Purchaser the Related Agreements duly executed by the Sellers (or its Affiliates) and the other parties thereto;

(g) deliver to the Purchaser evidence that all notifications and Consents described in Section 6.5(a) have been made or obtained, as the case may be;

(h) as the case may be, repay to the Group Companies all amounts which the Sellers or their respective Affiliates (other than the Group Companies) may owe to the Group Companies as reflected in the statement referred to in Section 6.6(b), as included in

the Closing Net Indebtedness or in the Closing Net Working Capital as the case may be;

(i) as the case may be, repay to the Group Companies all amounts which the Sellers or their respective Affiliates (other than the Group Companies) may owe to the Group Companies as reflected in the statement referred to in Section 8.5(b) upon termination of the Cash Pooling Agreements, as included in the Closing Net Indebtedness or in the Closing Net Working Capital as the case may be;

(j) as the case may be, repay to the Group Companies all amounts which the Sellers or their respective Affiliates may owe to the Group Companies as reflected in the statement referred to in Section 8.6(b) upon termination of the Intercompany Loan Agreements, as included in the Closing Net Indebtedness or in the Closing Net Working Capital as the case may be;

(k) as the case may be, repay to the Group Companies all amounts which the Sellers or their respective Affiliates (other than the Group Companies) may owe to the Group Companies as reflected in the statement referred to in Section 8.9(b) upon termination of the Hedging Agreements, as included in the Closing Net Indebtedness or in the Closing Net Working Capital as the case may be;

(l) deliver to the Purchaser an original copy the French Tax Consolidation Exit Agreement duly signed between AREVA SA and Canberra France;

(m) deliver to the Purchaser an original copy the US Tax Consolidation Exit Agreement duly signed between AREVA, Inc. and Canberra Industries; and

(n) deliver to the Purchaser a FIRPTA certificate.

10.3 Obligations of the Purchaser. On the Closing Date, the Purchaser shall pay the Interim Purchase Price and, as the case may be, the US Subsidiaries Price, in accordance with Section 3.4 and, if applicable, the ticking fee in accordance with Section 8.1(e) and shall:

(a) deliver to the Sellers executed copies of French *Cerfa* tax form number 2759, duly executed by the Purchaser or its designees;

(b) deliver to the Sellers the Related Agreements, duly executed by the Purchaser;

(c) as the case may be, repay to the Sellers or their respective Affiliates (other than the Group Companies) all amounts which the Group Companies may owe to the Sellers and their respective Affiliates (other than the Group Companies) as reflected in the statement referred to in Section 6.6(b), as included in the Closing Net Indebtedness or in the Closing Net Working Capital as the case may be;

(d) deliver to the Sellers evidence that all notifications and Consents described in Section 7.1(a) have been made or obtained, as the case may be;

(e) as the case may be, repay to the Sellers and their respective Affiliates (other than the Group Companies) all amounts which any of the Group Companies may owe to the Sellers and their respective Affiliates (other than the Group Companies) as reflected in the statement referred to in Section 8.5(b) upon termination of the Cash Pooling Agreements, as included in the Closing Net Indebtedness or in the Closing Net Working Capital as the case may be;

(f) as the case may be, repay to the Sellers and their respective Affiliates (other than the Group Companies) all amounts which any of the Group Companies may owe to the

Sellers and their respective Affiliates (other than the Group Companies) as reflected in the statement referred to in Section 8.6(b) upon termination of the Intercompany Loan Agreements, as included in the Closing Net Indebtedness or in the Closing Net Working Capital as the case may be;

(g) deliver to the Sellers a copy of the duly signed documentation evidencing the consents referred to in Section 8.7 in relation to Parent Company Guarantees;

(h) as the case may be, deliver to the Sellers a copy of all guarantees referred to in Section 8.7 provided by the relevant commercial banks;

(i) as the case may be, deliver to the Sellers an original of each of the full and unconditional releases of each Parent Company Guarantee by each Beneficiary with effect on the Closing Date;

(j) as the case may be, deliver to the Sellers a copy of the duly signed documentation referred to in Section 8.8 in relation to the Bank Guarantees remaining in place after the Closing;

(k) as the case may be, deliver to the Sellers a copy of the duly signed documentation referred to in Section 8.8 in relation to each of the replacing bank guarantees;

(l) as the case may be, deliver to the Sellers a copy of each of the written consents referred to in Section 8.8 releasing the replaced Bank Guarantees with effect on the Closing Date and confirming that the replacing bank guarantees meet with the requirements of the relevant third party beneficiary;

(m) as the case may be, deliver to the Sellers a copy of all first demand stand-alone guarantees referred to in Section 8.8 provided by the relevant commercial banks; and

(n) as the case may be, repay to the Sellers and their respective Affiliates (other than the Group Companies) all amounts which the Group Companies may owe to the Sellers and their respective Affiliates (other than the Group Companies) as reflected in the statement referred to in Section 8.9(b) upon termination of the Hedging Agreements, as included in the Closing Net Indebtedness or in the Closing Net Working Capital as the case may be.

10.4 On the Closing Date, the Parties shall cause Canberra France to record the transfer, as at the Closing Date, of all the Shares held in such a company in favor of the Purchaser (or its Designated Transferee) in the stock transfer register and stockholders' accounts.

ARTICLE XI.

TERMINATION

11.1 Termination. This Agreement may be terminated, and the transactions contemplated herein may be abandoned, at any time on or prior to the Closing Date:

(a) with the mutual written consent of the Parties;

(b) by any Party, if the Closing has not taken place on or before the Termination Date provided that the right to terminate this Agreement under this Section 11.1(b) shall not be available to (i) the Sellers, if the failure of the Sellers (or any of their Affiliates) to fulfill any of their obligations under this Agreement caused the failure of the Closing

to occur on or before such date or (ii) the Purchaser, if the failure of the Purchaser to fulfill any of its obligations under this Agreement caused the failure of the Closing to occur on or before such date;

In the event of termination by either Party pursuant to this Section 11.1 (other than Section 11.1(a)), written notice thereof shall be given to the other Party.

11.2 Effect of Termination. If this Agreement is terminated pursuant to Section 11.1, all obligations of the Parties hereunder shall terminate, except for the obligations set forth in Section 7.3 (Break-up Fee), Section 8.1(e) (ticking fee), Section 13.1 (Expenses) and Section 13.8 (Confidentiality), the non-disclosure agreement made on June 20th, 2015, as amended on the date hereof, between AREVA SA and Mirion Technologies, Inc. (the "Confidentiality Agreement"), and for the Mirion Confidentiality Agreement which shall survive the termination of this Agreement, and except that no such termination shall relieve any party from liability for any prior breach of this Agreement (provided, however, that the Sellers shall not incur any such liability unless the Agreement is terminated by the Purchaser pursuant to Section 11.1(b)).

ARTICLE XII.

INDEMNIFICATION

12.1 Indemnification by the Sellers. Subject to the terms and conditions of this Article XII, each Seller hereby agrees to indemnify the Purchaser and/or said Seller's subsidiaries among the Group Companies (collectively, the "Purchaser Indemnified Parties" and each, individually, a "Purchaser Indemnified Party") for any and all Losses suffered by said Purchaser Indemnified Parties and resulting in effective disbursement, whether or not involving a Third-Party Claim, as a result of:

(a) any breach of or any inaccuracy in any representation or warranty made by such Seller in Article IV, and

(b) any breach of or failure by said Seller and any of its Affiliates (including the Group Companies) to perform any covenant or obligation of said Seller or of any of its Affiliates (including the Group Companies) set out in this Agreement or any Related Agreement;

(c) any Loss resulting from the matters described in Annex 12.1(c) ;

(d) any Loss resulting from a breach of Section 4.11(h), subject to Section 6.12.

When it is impossible for a given Loss to identify which of the Sellers shall indemnify such Loss, then the corresponding indemnification shall be borne by the Sellers in accordance with the allocation of the Purchase Price set forth in Annex 3.1.

12.2 Claims.

(a) As promptly as is reasonably practicable, and in any event no later than the end of the relevant survival period under Section 12.8, the Purchaser shall give notice to the Sellers of such claim (a "Claim Notice"), which notice shall specify (in reasonably sufficient detail) the facts alleged to constitute the basis for such claim, the representations or warranties alleged to have been breached, the Group Company(ies) which is concerned and the amount that the Purchaser Indemnified Party seeks hereunder from the Sellers, together with such information as may be

reasonably necessary for the Sellers to determine that the limitations in Section 12.6 have been satisfied or do not apply. Failure to give such timely Claim Notice shall result in a disallowance of the claim in question as well as all other claims based on the same facts.

(b) Notwithstanding anything to the contrary herein, to the extent that any breach by the Sellers of the representations or warranties contained herein is capable of remedy, the Purchaser shall then afford the Sellers a reasonable opportunity to remedy the breach prior to making a claim for indemnification.

12.3 Third Party Claims; Assumption of Defense.

(a) The Purchaser shall give a claim notice to the Sellers as promptly as is reasonably practicable, but in any event no later than 30 days after receiving notice of the assertion of any claim, or the commencement of any Proceeding, by any Person other than a Party hereto (a "Third Party Claim") in respect of which indemnification may be sought under this Agreement (which claim notice shall specify in reasonable detail, to the extent known, the nature and amount of such claim together with such information as may be reasonably necessary for the Sellers to determine whether the limitations set forth in Section 12.6 have been satisfied or do not apply). Failure to give such timely claim notice shall not relieve to Sellers from their indemnification obligation except to the extent such failure prejudices the rights of the Sellers.

(b) The Sellers may, at their own expense, (a) participate in the defense of any such claim or Proceeding and (b) upon notice to the Purchaser, with legal counsel of their own choice, assume the defense of any such claim or Proceeding and, in the event of such assumption, the Sellers shall (i) have the exclusive right, subject to clause (a) in Section 12.5, to settle or compromise such claim or Proceeding and (ii) undertake to indemnify fully the Purchaser Indemnified Party against the consequences of such Claim. If the Sellers assume such defense, the Purchaser shall have the right (but not the duty) to participate in the defense thereof and to retain legal counsel, at its own expense, separate from counsel retained by the Sellers. Subject to the foregoing, whether or not the Sellers choose to defend or prosecute any such claim or Proceeding, the Parties shall cooperate in the defense or prosecution thereof. If the Sellers elect not to defend or prosecute any such claim or Proceeding, the Purchaser shall nonetheless keep the Sellers informed of the claim or Proceeding and shall allow the counsel retained by the Sellers to attend all hearings and review all documents and other court papers relating to such claim or Proceeding until a final and non-appealable decision of a court or arbitral tribunal of competent jurisdiction has been issued.

12.4 Specific Procedure for Tax Matters. In the event of a Tax audit, enquiry, examination, challenge, liquidation or of any other Tax Proceeding by any Governmental Authority in relation to any Group Company which could give rise to indemnification (a "Tax Proceeding") pursuant to Article XII:

(a) the Purchaser shall notify the Sellers of such event within ten (10) Business Days after the earlier of (i) the date of receipt of any notice of audit or examination by a Governmental Authority or the date of receipt of any notice of reassessment (or an equivalent document) issued by a Governmental Authority or (ii) the date on which the Purchaser or any of the Group Companies has been informed of the beginning of such Tax Proceedings; this ten (10) Business Day-period shall be reduced as appropriate if the urgency of the matter dictates a swifter notification to the Sellers so that the Sellers are in a position to exercise their rights hereunder;

(b) the Sellers shall inform the Purchaser whether they intend to assume the management of the Tax audit or enquiry made by the relevant Governmental Authority, in which case the Purchaser shall take such actions and provide the Sellers and their professional advisors with such information, documents and records as the Sellers may

request and the Sellers shall be entitled to require the Purchaser and the Group Companies involved to take such actions and provide such information and assistance in order to avoid, dispute, resist, mitigate, settle, compromise, defend or appeal any such claim; the Purchaser shall authorize the Sellers to join any action in which the Purchaser or any of the Group Companies is involved and shall take into consideration the reasonable comments of the Sellers;

(c) in no event shall the Purchaser or any of the Group Companies consent to any admission of liability, agreement, settlement or compromise with any third party in relation to any such claim, whether in judicial, arbitral, administrative proceedings or otherwise, without the prior written consent of the Sellers, which shall not be unreasonably withheld or delayed;

(d) in any event, a representative appointed by the Sellers shall have the right to attend any meeting or telephone call arranged by the Purchaser and/or the relevant Group Company with a representative of the relevant Tax authorities; the Sellers shall be copied on any written correspondence exchanged between the Purchaser and/or the relevant Group Company with a representative of the relevant Tax authorities;

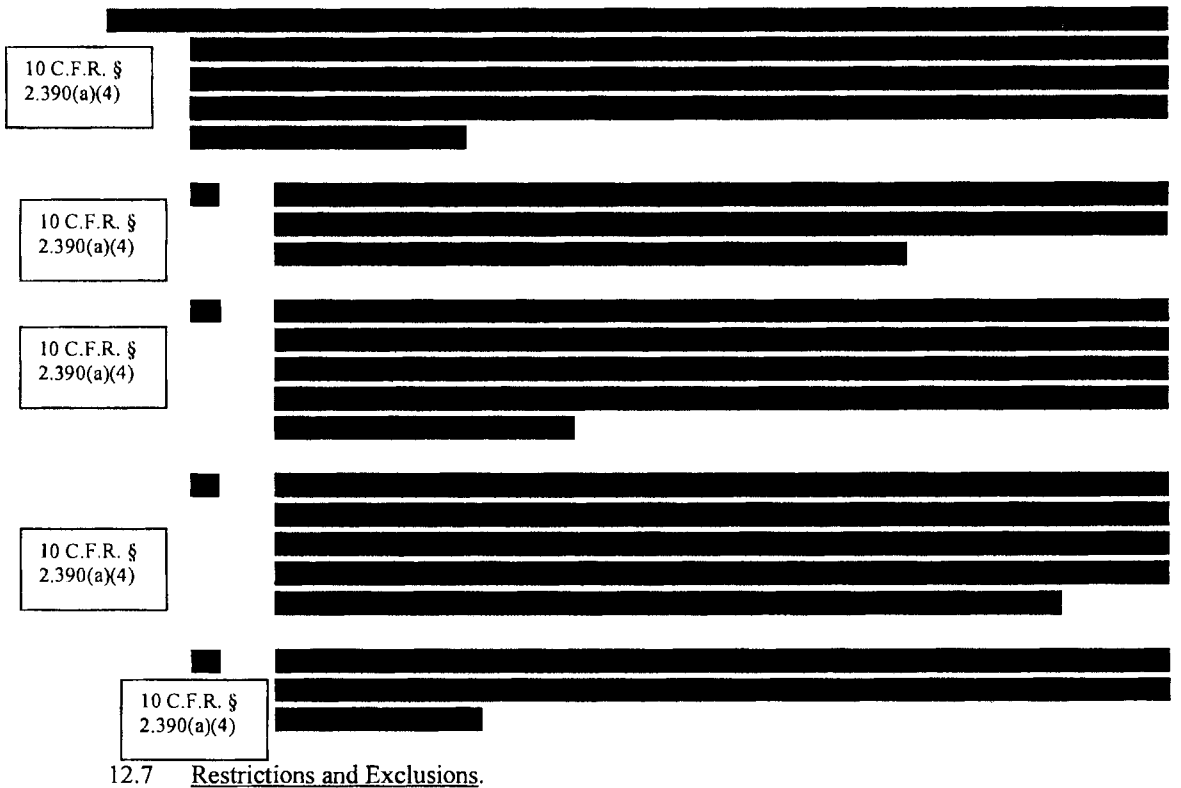
(e) in any event, the Sellers shall be entitled at any stage to settle any such claim, subject to the limitations set forth in Section 12.5 and provided that (i) the Sellers fully indemnify the Purchaser Indemnified Parties in connection with such claim (and Purchaser shall have received from the Sellers to funds to effect such settlement) and (ii) such settlement does not adversely affect the Tax position of the Purchaser or any Group Companies with respect to any Tax period ending after the Closing; in such case, the Sellers shall promptly notify the Purchaser of their decision to settle any such claim;

(f) the Purchaser shall be liable towards the Sellers for any adverse consequence for the Sellers resulting from any failure by the Purchaser to comply with the specific procedure set out in this Section 12.4, such as the reduction of the Sellers' stock of tax carried-forward losses.

In the event of a Tax Proceeding, the Purchaser shall, upon notice given by the Sellers, cause the Group Companies to request any payment deferral permitted by applicable Tax Laws, provided that the Sellers shall give the Tax authority all guarantees as may be required in connection with such payment deferral or keep the Purchaser and its Affiliates (including the Group Companies) harmless for any and all reasonable cost incurred by the Purchaser and its Affiliates (including the Group Companies) in giving any such guarantee.

Any material failure to comply with this Section 12.4 shall not relieve the Sellers from their indemnification obligation except to the extent such failure prejudices the rights of the Sellers.

12.5 Settlement or Compromise. Any settlement or compromise made or caused to be made by the Purchaser or the Sellers, as the case may be, of any such claim or Proceeding of the kind referred to in Article XII shall also be binding upon the Sellers or the Purchaser, as the case may be, in the same manner as if a final judgment had been entered by a court of competent jurisdiction in the amount of such settlement or compromise provided that (a) no obligation, restriction or Loss shall be imposed on the Purchaser as a result of such settlement or compromise without its prior written consent, (b) neither the Purchaser nor the Sellers will compromise or settle any Claim or Proceeding without the prior written consent of the other Parties and (c) no compromise or settlement thereof may be affected unless (i) the sole relief provided is monetary damages, (ii) the Purchaser Indemnified Parties receive on unconditional release of liability in connection with the Claim and (iii) there is no admission of violation of any Law.



12.7 Restrictions and Exclusions.

(a) Notwithstanding anything contained herein to the contrary, no payment referred to in Section 12.1 (a) and (b) shall be made or the amount of any payment referred to in Section 12.1(a) and (b) shall be limited, as the case may be:

(i) if and to the extent that the facts giving rise to the relevant Losses are disclosed in Article IV or in any Schedule, it being specified that any disclosure that is made in any Schedule shall be deemed made in relation to all representations made under Article IV;

(ii) if and to the extent that the facts giving rise to the relevant Losses were clearly and unambiguously disclosed in information or documents made available to the Purchaser in the Data Room or the VDD Reports so that a Person acting reasonably should be able to assess (when assessable) the fact and corresponding risk, it being specified that any disclosure that is made in any such documents or reports shall be deemed made in relation to all representations made under Article IV;

(iii) if (in the event the relevant breach or inaccuracy can be cured by the Sellers without materially prejudicing the interests of the Purchaser or any of the Group Companies) the Sellers have cured the relevant breach or inaccuracy within sixty (60) days following their receipt of the Purchaser's Claim Notice;

(iv) if and to the extent that the Purchaser or any of the Group Companies has received any sums resulting from any successful counter-claim being filed in the proceedings for which the relevant Loss is incurred;

(v) if and to the extent that the facts giving rise to the relevant Losses were generally available to the public prior to the Closing date, provided, however, that this paragraph (v) shall not apply to Section 4.1 to Section 4.7 (inclusive).

(vi) if and to the extent that the relevant Losses arise or are increased as a result of the enactment or amendment of any Law (including with regard to Taxes) after the Closing Date;

(vii) if and to the extent that the relevant Losses arise as a result of any Tax adjustment that leads to a simple transfer of deductions or revenue from one fiscal year to another (including adjustments relating to depreciation, amortization, inventory, VAT or reserves of any nature) or from one tax jurisdiction to another and which does not give rise to any additional effective Tax burden, or loss of a Tax benefit or deferred Tax asset for the Purchaser and/or any of the Group Companies in comparison to that which they would bear or from which they would benefit in the absence of such adjustment; it being provided, however, that any interest for late payment or penalties due by the Group Companies and any increase in Tax liability resulting from a different applicable Tax rate or the transfer of a taxable element from a loss-making to a profit-making year as a result of such Tax adjustment shall be taken into account for the calculation of the relevant Loss;

(viii) if and to the extent that the relevant Losses arise as a result of a contingent liability (*perte éventuelle*) which has not become an actual liability and is not due and payable;

(ix) if and to the extent that the relevant Losses arise as a result of a decision of a court or arbitration tribunal of competent jurisdiction which is either not final or remains appealable (*décision non finale ou susceptible de recours suspensif*);

(x) if and to the extent that the relevant Losses are covered by an insurance compensation (and up to such insurance compensation).

(b) The Purchaser shall use its best efforts to obtain the proceeds, benefits and recoveries mentioned in subparagraph (a) above. If any such proceeds, benefits or recoveries are received by the Purchaser (or any of its Affiliates) with respect to any Losses after the Sellers have made a payment to the Purchaser (or any of its Affiliates) with respect thereto, the Purchaser (or such Affiliate) shall promptly pay to the Sellers the amount of such proceeds, benefits or recoveries (up to the amount of the Sellers' payment).

(c) In the event of any Loss sustained by or relating to a Group Company other than the Companies, the Purchaser may make a claim for indemnification for such Loss, subject to the restrictions, deductions, limitations and exclusions contained in this Article XII, and only up to a percentage of such Loss equal to the percentage of ownership of such Group Company on the Closing Date.

(d) Notwithstanding anything herein to the contrary, with respect to any breach of the representations and warranties of the Sellers on account of a Third Party Claim, no breach of such representations and warranties shall be deemed to exist unless a Third Party Claim is actually made in writing (or litigation is brought by such third party) prior to the applicable Expiration Date.

(e) The Purchaser shall not be entitled to make a claim for indemnification for Losses resulting from (i) any action or omission of the Purchaser in breach of any applicable Law, or (ii) any action or omission of any of the Group Companies after the Closing Date in breach of any applicable Law or Contract to which any Group Company is a party, or (iii) any change in the applicable legal or regulatory provisions (including IFRS) or in their interpretation (even with

a retroactive effect) occurring after the date hereof, or (iv) the decision of any of the Group Companies to change after the Closing Date its insurance policy or to subscribe or fail to subscribe to a new insurance policy (*e.g.*, non maintenance by the Group Companies of an insurance coverage identical or similar to the one existing as of the date hereof together with the Policies taken by the Affiliates of the Sellers resulting in the exclusion of the Loss, in whole or in part, from the scope of the insurance coverage) for the portion of the Loss not anymore covered by the insurance Policies or (v) any action or omission of the Purchaser or any of its Affiliates that has occurred as from the Closing Date (except if such action or omission is required to comply with Law or is made to mitigate a Loss or to remedy a breach of the representations, warranties or covenants of the Sellers under this Agreement).

(f) In no event shall the Sellers have any liability under this Agreement, any Related Agreement or otherwise in connection with the transactions contemplated hereby and thereby for indirect or consequential loss (included but not limited to loss of profits (*pertes de benefices*), loss of image (prejudice de reputation or loss of opportunity (*préjudice résultant de la perte d'une chance).*

(g) In no event shall the Purchaser be entitled to double recovery hereunder. For sake of clarity, in the event any circumstances constitute a breach or inaccuracy of more than one representation or warranty of the Sellers hereunder, the Sellers' liability may only be sought once in respect of such circumstances.

(h) The Sellers shall not be liable for any Loss if and to the extent that such Loss has been (i) duly provided (*provision*) in the Closing Financial Statements (and up to the amount) or (ii) taken into account (and up to the amount) included as a liability in the Closing Net Indebtedness or Closing Net Working Capital.

(i) In the event any circumstances constitute a Loss indemnifiable under Article XII, the Sellers' liability shall not exceed the amount of such indemnifiable Loss, whatever the number of Purchaser Indemnified Parties.

12.8 Time Limits for Claims.

(a) Any claim for indemnification made by the Purchaser under this Article XII shall be served to the Sellers prior to the expiration of a twelve (12)-month period following the Closing Date, save for any Claim Notice made in relation to the representations and warranties of the Sellers in Section 4.15 (Taxes) or pursuant to Section 12.1(c), which may be served to the Sellers from the Closing Date until thirty (30) Business Days after the expiration of the statute of limitations applicable to the underlying tax liability which is the subject matter of the Claim Notice (each above-mentioned expiration date, the "Expiration Date"). The Sellers shall have no liability with respect to claims first asserted in connection with any representation or warranty after the relevant Expiration Date.

(b) If at any time prior to the Expiration Date, a Claim Notice is properly delivered in accordance with the terms of this Agreement, the corresponding claim shall survive until such time as it is fully and finally resolved.

12.9 Investigation of Claims; Recovery from Third Party.

(a) In the event that the Purchaser sends a Claim Notice, the Sellers shall have the right, both themselves and through their agents and advisors, to investigate the matters set forth therein.

(b) In such connection, the Purchaser shall and shall cause each of the Group Companies to give reasonable access to the Sellers and their agents and advisors to relevant books, records, documents and employees and the Sellers shall be allowed to take copies of any such relevant

books, records and documents. The Sellers, their agents and advisors shall keep all such books, records and documents confidential in accordance with Section 13.8.

(c) Where any of the Group Companies is entitled (whether by reason of insurance, contract, payment, discount or otherwise) to recover from a Third Party any sum in respect of Taxation or any other liability, loss or damage which is being the subject of a Claim Notice, the Purchaser shall promptly notify the Sellers and provide such information as it may require relating to such liability or dispute and the steps taken or to be taken by the Group Companies in connection with it and, if so required by the Sellers and at Sellers' cost and expense, the Purchaser shall and shall procure that the Group Companies shall before seeking to recover any amount from the Sellers under this Agreement, first take all steps including taking such proceedings as the Sellers may reasonably require to enforce such recovery and shall keep the Sellers informed of the progress of any action taken and thereafter any claim against the Sellers shall be limited (in addition to the limitations on its liability referred to in this Article XII) to the amount by which the Loss suffered by the Group Companies or the Purchaser as a result of such breach exceeds the amount so recovered. If the Sellers pay to the Purchaser (or its Affiliates) an amount in discharge of a claim for indemnification and the Group Companies or the Purchaser subsequently recover (whether by payment, discount, credit, relief or otherwise) from a Third Party (including any Tax authority) a sum which is referable to a Claim Notice, the Purchaser shall (or, as appropriate, shall procure that its relevant Affiliate) forthwith repay to the Sellers:

(i) an amount equal to the sum recovered from the Third Party less any reasonable out of pocket costs and expenses incurred by the Group Companies or the Purchaser in recovering the sum; or

(ii) if the amount mentioned in sub-clause (i) above is greater than the amount paid by the Sellers to the Purchaser in respect of the such Claim Notice, such latter amount less any reasonable out of pocket costs and expenses incurred by the Group Companies or the Purchaser in recovering the sum.

12.10 Tax refunds, Tax Savings and Unutilized Accruals. If after the Closing the Purchaser, its Affiliates or any Group Company (i) receives any refund with respect to a Tax period ending on the day preceding the Closing Date, or (ii) actually utilizes the benefit of any overpayment or of any Tax Relief with respect to any Tax period (or portion thereof) beginning on the Closing Date that (x) is not reflected as an asset in the Closing Financial Statements, (y) does not result from the carryback of a Tax asset from a tax period (or portion thereof) beginning on or after the Closing Date and (z) relates to Taxes that:

(a) were paid for by the Group Companies, the Sellers, or any of the Sellers' Affiliates prior to the Closing Date; or

(b) were indemnified by the Sellers;

then the Purchaser shall promptly transfer or cause to be transferred to the Sellers the entire amount of the refund, Tax savings, or overpayment received or utilized by the Purchaser or any of the Group Companies (net of any associated Taxes or expenses). For purposes of the foregoing, Purchaser, its Affiliates or any Group Company shall be deemed to have "actually utilized" the benefit of any overpayment or of any Tax Relief to the extent that, and at such time as, the amount of Taxes paid by it and its Affiliates is reduced below the amount of Taxes that such Persons would have been required to pay but for the overpayment or Tax Relief. In computing the amount of such overpayment or Tax Relief, Purchaser, its Affiliates and any Group Company shall be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing any such overpayment or Tax Relief.

12.11 Mitigation. The Purchaser shall and shall cause each of the Group Companies to take all reasonable measures to mitigate any Losses giving rise to indemnification under this Article XII.

12.12 Set-off. To the extent that any of the Sellers has an indemnification obligation pursuant to this Article XII, in no event shall any Purchaser Indemnified Party be entitled to set off the amount of such indemnification against any amounts then due and unpaid to any of the Sellers by any of the Purchaser Indemnified Parties.

12.13 Subrogation. With respect to any claim, including any Third-Party Claim, which shall have been indemnified by the Sellers pursuant to this Article XII, the Sellers shall be assigned, and shall be deemed subrogated to, all rights of recovery of the Purchaser Indemnified Party against any relevant third parties including, without limitation, insurers, Tax authorities and other third-party obligors.

12.14 Exclusive Remedies. The Purchaser acknowledges that the limited scope and duration of the representations and warranties granted by the Sellers in Article IV and of the indemnification obligations of the Sellers set forth in this Article XII is material and decisive (*condition substantielle et déterminante*) of the Sellers' consent to enter into this Agreement. The Purchaser further acknowledges that, as a professional investor, it has agreed to rely solely on such representations, warranties and indemnification obligations in its decision to enter into this Agreement and the Related Agreements (to the extent a party thereto) and to consummate the transactions contemplated hereby and thereby. Accordingly, the Purchaser acknowledges and agrees that the remedies (*recours*) provided in this Agreement shall constitute the sole and exclusive remedies available to the Purchaser and its Affiliates under or in connection with this Agreement, the Related Agreements (to the extent a party thereto) and the transactions contemplated hereby or thereby (including for any breach of, or inaccuracy in, any representation or warranty) and that, except in case of fraud, all other remedies (including the rescission (*resolution*) of this Agreement) shall be excluded.

ARTICLE XIII.

MISCELLANEOUS

13.1 Expenses. Except as provided otherwise herein, each Party shall bear its own fees and expenses with respect to this Agreement and the Related Agreements and the transactions contemplated hereby and thereby.

13.2 Transfer Taxes. All Transfer Taxes arising out of or incurred in connection with this Agreement and the transactions contemplated hereby (including the sale of the Shares) shall be borne by the Purchaser. Further, the Purchaser shall, or shall cause the Group Companies to timely file all necessary Tax Returns and other documentation with respect to such Transfer Taxes. The Parties shall cooperate to minimize the amount of Transfer Taxes to the extent feasible, including providing such certificates to, or seeking rulings or advice from, any relevant Tax authority.

13.3 Amendment. This Agreement may be amended, modified or supplemented only in writing by both Parties.

13.4 Notices.

(a) Any notice, request, instruction or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given, (a) when received if given in person or by courier or a courier service or (b) on the date of transmission if sent by facsimile transmission

(receipt confirmed) on a Business Day during the normal business hours of the intended recipient, and if not so sent on such a day and at such a time, on the following Business Day:

(i) If to the Purchaser, addressed as follows:

Mirion Technologies, Inc.

10 C.F.R. § 2.390(a)(4)

[redacted]

With a copy to:

Ashurst LLP

10 C.F.R. § 2.390(a)(4)

[redacted]

(ii) If to the Sellers, addressed as follows, or to such other individual or address as a Party may designate for itself by notice given as herein provided:

AREVA, Inc.

10 C.F.R. § 2.390(a)(4)

[redacted]

AREVA NC SA

10 C.F.R. § 2.390(a)(4)

[redacted]

with a copy to:

AREVA SA

10 C.F.R. § 2.390(a)(4)

[redacted]

to:

AREVA, Inc.

10 C.F.R. § 2.390(a)(4)

[redacted]

and to:

Jones Day

10 C.F.R. § 2.390(a)(4)

[redacted]

(b) For the purpose of Section 6.2, notification shall be made by e-mails as follows:

Mirion Technologies, Inc.:

10 C.F.R. § 2.390(a)(4)

[redacted]

AREVA NC SA:

10 C.F.R. § 2.390(a)(4)

[redacted]

AREVA, Inc.:

10 C.F.R. § 2.390(a)(4)

[redacted]

Such notices shall be deemed to have been given and received at the date of such e-mail if received no later than 6 p.m. on the local time of the recipient, failing which they shall be deemed received the next Business Day.

13.5 Payments. Except as provided otherwise in this Agreement, all payments under this Agreement shall be made in euro by wire transfer in same day of immediately available funds to the bank account designated by the relevant creditor, and without any set-off, deduction or counterclaim whatsoever. Each Party shall pay interest on any amount becoming due and payable to the other Party as from (but not including) the respective due date until (and including) the respective day of payment at the rate per annum equal to [redacted]. For the purposes of any payment to be made under Section 12.1, if an indemnifiable Loss is denominated in a currency other than the euro, the amount of said Loss shall be converted in euro on the basis of the daily exchange rate between the euro and the relevant other currency as published in the Financial Times issue dated the date on which the Loss has been indemnified pursuant to Article XII.

10 C.F.R. § 2.390(a)(4)

13.6 Waivers. Except as provided in Article XII, the failure of a Party at any time or times to require performance of any provision hereof or claim damages with respect thereto shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

13.7 Assignment – *Intuitu Personae*.

(a) No Party may assign, directly or indirectly, the benefit of any provision of this Agreement to any other Person (other than its Affiliate, which for the purposes of the Sellers, shall include any Affiliate of AREVA SA, provided it remains an Affiliate of AREVA SA) without the prior written approval of the other Parties.

(b) The representations and warranties granted by the Sellers in Article IV are granted to the Purchaser personally: the Purchaser acknowledges and agrees that in the event of a disposal of the Shares or a restructuring involving the Purchaser or the Group Companies in the future and resulting in a direct or indirect change of control of the Purchaser, then the obligations of the Sellers (or its permitted assignees or successors as set forth in the foregoing paragraph) under

this Agreement shall automatically terminate, it being specified, for the avoidance of doubt, that a transfer of the Shares or of the shares of the Group Companies to an Affiliate of the Purchaser shall have no effect on the Sellers' obligations under this Agreement.

(c) Purchaser shall be entitled to designate to the Seller in writing no later than 10 Business Days before Closing one or more of its Affiliates (a "Designated Transferee") which shall acquire all or part of the Shares in lieu of Purchaser, it being understood that, in such case, Purchaser shall remain liable to the Seller for all the obligations of such Designated Transferee under this Agreement.

13.8 Confidentiality.

10 C.F.R. § 2.390(a)(4)

[redacted], each of the Parties and its respective Affiliates shall, and shall cause their representatives to, keep in strict confidence and shall not disclose any of the past, current or future matters discussed or information exchanged in connection with this Agreement, the Related Agreements and the transactions contemplated hereby and thereby except (a) with the prior written consent of the other Parties (which shall not be unreasonably withheld or delayed); (b) in connection with any Proceeding commenced between the Parties; or (c) if any Party should be required to disclose by, or acting reasonably consider it necessary to disclose such matter or information to, any Governmental Entity and (d) to Purchaser's existing or prospective financing sources and rating agencies. In connection with any disclosure pursuant to sub-clause (b) or (c) above, the Parties shall request confidential treatment of any matter to be disclosed to the relevant Governmental Entity. In connection with any disclosure pursuant to sub-clause (c) above, the disclosing Party shall immediately give the other Parties prior written notice thereof and shall also provide the other Parties with copies or a complete description of the information being sought and a copy of the narrative of the proposed disclosure.

Notwithstanding the above, nothing in this Agreement shall (i) limit or otherwise restrict the applicability any other confidentiality or similar provision included in the Related Agreements or (ii) prevent the Purchase or its Affiliates to use and employ confidential information related to the Business and the Group Companies to carry out the Business from Closing.

13.9 Announcements.

Until the Closing Date, no public release or announcement concerning the existence or terms and conditions of this Agreement, the Related Agreements or the transactions contemplated hereby and thereby shall be issued by any Party without the prior written consent of the other Parties (which consent shall not be unreasonably withheld or delayed), except as such release or announcement may be required by an applicable Law or Governmental Entity, in which case the Party required to make the release or announcement shall, where applicable, allow the other Parties reasonable time to comment on such release or announcement in advance of such issuance; provided, however, that the Parties may make internal announcements to their respective employees (and, in the case of the Sellers, to the employees of the Group Companies), subject to prior consultation regarding the content of such announcement with the other Parties. This Section 13.9 shall cease to apply at the Closing or upon termination of this Agreement in accordance with Article XI.

13.10 Further Assurances. Subject to the terms and conditions of this Agreement, each of the Parties shall use reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate and make effective the transactions contemplated by this Agreement. Upon the reasonable request of the Purchaser, the Sellers shall on and after the Closing Date execute and cause to be executed, to the Purchaser such deeds, assignments, assurances, documents and other instruments as may be reasonably requested by the Purchaser and are required to effectuate completely the transfer

and assignment to the Purchaser of the Sellers' right, title and interest in and to the Shares, and to otherwise carry out the purposes of this Agreement.

13.11 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

13.12 Entire Understanding. Except as set forth in the Put Option Agreement, this Agreement and the Related Agreements set forth the entire agreement and understanding of the Parties with respect to the transactions contemplated hereby and thereby and supersede any and all prior agreements, arrangements and understandings among the Parties relating to the subject matter hereof.

13.13 Language. The Parties agree that the language used in this Agreement is the language chosen by the Parties to express their mutual intent. Each of the Sellers and the Purchaser and their respective counsel have reviewed and negotiated the terms of this Agreement.

13.14 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of France.

13.15 Disputes Resolution.

(a) The Parties undertake to seriously pursue a reasonable amicable settlement for any dispute arising under or in connection with this Agreement. Any dispute arising out of or in connection with this Agreement shall, at the request of either Party, be submitted for mediation in accordance with the ICC ADR Rules. If the mediator appointed fails to reach an amicable settlement for the dispute within a period of forty five (45) days following the date on which the dispute was submitted to such mediator, then the dispute shall be settled in accordance with Section 13.15(c) below.

(b) Neither this mediation clause, nor the arbitration clause below, excludes the right of each Party to ask for interim relief in emergency proceedings before any court having jurisdiction.

(c) All disputes or claims arising out of, or in connection with this Agreement for which no amicable settlement could be reached in accordance with Section 13.15(a) above shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) or more arbitrators appointed in accordance with such Rules. The seat of the arbitration shall be Paris, France. The arbitral proceedings shall be conducted in English. All information, documents and testimony offered into evidence during the arbitration shall be offered in the English language and, if necessary, shall be translated into English at the expense of the Party offering such information, documents or testimony. Unless the Parties expressly agree in writing to the contrary, the Parties undertake as a general principle to keep confidential all awards, orders, submissions, hearing transcripts as well as all materials submitted by the other Parties in the framework of the arbitral proceedings not otherwise in the public domain, save and to the extent that a disclosure may be required of a Party by a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, the tribunal-appointed experts, the secretary of the arbitral tribunal and the International Court of Arbitration of the International Chamber of Commerce. The deliberations of the arbitral tribunal shall be confidential. An award may be published, whether in its entirety or in the form of excerpts or a summary, only under the following conditions: (a) a request for publication is addressed to the International Court of Arbitration; (b) all references to the Parties' names are deleted; and (c) no Party objects to such publication within the time-limit fixed for that purpose by the International Court of Arbitration.

[Signatures on last page]

Executed in three (3) originals.

AREVA NC S.A.

By:_____
Name: Cyril Moulin
Title: Senior Vice President, Mergers & Acquisitions, AREVA SA
Date:
In:

AREVA, INC.

By:_____
Name: Cyril Moulin
Title: Senior Vice President, Mergers & Acquisitions, AREVA SA
Date:
In:

MIRION TECHNOLOGIES, INC.

By:_____
Name: Thomas D. Logan
Title: President and CEO
Date:
In:

AMENDMENT LETTER TO THE SHARE PURCHASE AGREEMENT

BY AND AMONG

AREVA NC S.A.

AREVA, INC.

AND

MIRION TECHNOLOGIES, INC.

23 June 2016

AMENDMENT LETTER TO THE SHARE PURCHASE AGREEMENT

BY AND AMONG:

Areva NC S.A., a French *société anonyme* with a share capital of €100,259,000, the registered office of which is located 1 place Jean Millier, Tour Areva, 92400 Courbevoie, France, registered with the Registry of Commerce and Companies of Nanterre under number 305 207 169 RCS Nanterre, represented by Cyril Moulin, duly authorized for the purposes hereof (hereinafter referred to as "Areva NC SA"),

Areva, Inc., a corporation organized under the laws of Delaware, USA, having its principal place of business at 3315 Old Forest Road, OF-28, 24501 Lynchburg, Virginia, USA, registered under number 2194311, represented by Cyril Moulin, duly authorized for the purposes hereof (hereinafter referred to as "Areva, Inc."),

Areva NC SA and Areva, Inc. are hereinafter referred to, together, as the "Sellers" and each, individually, as a "Seller";

ON THE FIRST PART

AND:

Mirion Technologies, Inc., a corporation organized under the laws of the State of Delaware, USA having its principal place of business at 3000 Executive Parkway, Suite 222, San Ramon, California USA, represented by Thomas D. Logan, duly authorized for the purposes hereof (hereinafter referred to as the "Purchaser"),

ON THE SECOND PART

The Sellers and the Purchaser are hereinafter referred to, together, as the "Parties" and each, individually, as a "Party".

RECITALS

WHEREAS, the Parties have entered into a share purchase agreement relating to the sale of Canberra France SAS and Canberra Industries, Inc. on April 5, 2016 (the "SPA").

WHEREAS, the *arrêté ministeriel* issued on 22 June 2016, a copy of which is attached as Annex 1 to this letter (the "Decree") has authorized the sale of Canberra Industries and of Canberra France provided that the sale price of those entities remain within price range set forth in the Decree.

WHEREAS, while the allocation of the Interim Purchase Price among the shares of Canberra Industries and of Canberra France is within the price range set forth in the Decree, it is possible that the Purchase Price of those entities as a result of the Post-Closing Adjustment be out of those range.

NOW, THEREFORE, the Parties wish to amend the SPA to deal with this possibility.

ARTICLE I.

DEFINITIONS

Initially capitalized terms not otherwise set forth in this amendment letter shall have the meaning ascribed to them in the SPA.

ARTICLE II.

AMENDMENT TO THE SPA

10 C.F.R. § 2.390(a)(4)

2.1 The Parties hereby agree that if the allocation of the Purchase Price to be made pursuant to Annex 3.1 of the SPA results in the purchase price for Canberra France to be lower than [redacted], then the price allocated to Canberra France shall be increased to [redacted] and the difference shall be deducted from the price allocated to Canberra Industries.

10 C.F.R. § 2.390(a)(4)

2.2 The Parties hereby agree that if the allocation of the Purchase Price to be made pursuant to Annex 3.1 of the SPA results in the purchase price for Canberra France to exceed [redacted], then the price allocated to Canberra France shall be decreased to [redacted] and the difference shall be added to the price allocated to Canberra Industries.

10 C.F.R. § 2.390(a)(4)

2.3. The Parties hereby agree that if the allocation of the Purchase Price to be made pursuant to Annex 3.1 of the SPA results in the purchase price for Canberra Industries to be lower than [redacted], then the price allocated to Canberra Industries shall be increased to [redacted] and the difference shall be deducted from the price allocated to Canberra France.

10 C.F.R. § 2.390(a)(4)

2.4 The Parties hereby agree that if the allocation of the Purchase Price to be made pursuant to Annex 3.1 of the SPA results in the purchase price for Canberra Industries to exceed [redacted], then the price allocated to Canberra Industries shall be decreased to [redacted] and the difference shall be added to the price allocated to Canberra France.

10 C.F.R. § 2.390(a)(4)

2.5 If, despite the revised allocation of the Purchase Price set forth in clauses 2.1 to 2.4 above, (i) the price allocated to Canberra France is not between [redacted] and [redacted] or (ii) the price allocated to Canberra Industries is not between [redacted] and [redacted], then the Sellers shall use their best efforts to obtain a new *arrêté ministeriel* from the Ministry in Charge of Economy authorizing the sale of Canberra France and Canberra Industries to respectively Mirion Technologies (France) SAS and to the Purchaser at the price allocated to each entity pursuant to Annex 3.1 of the SPA through revised rangespursuant to article 22-IV of the Ordinance n°2014-948 (the "Revised Decree").

2.6 To the extent the Sellers fail to obtain the Revised Decree:

10 C.F.R. § 2.390(a)(4)

(a) If the Purchase Price allocated to Canberra France and Canberra Industries applying articles 2.1 to 2.4 above is higher than [redacted], then the Purchaser and Mirion

Technologies (France) SAS shall indemnify the Sellers for any difference on a euro for euro basis, without applying any limitation set forth in the SPA.

10 C.F.R. § 2.390(a)(4)

(b) If the Purchase Price allocated to Canberra France and Canberra Industries applying articles 2.1 to 2.4 above is lower than [redacted], then the Sellers shall indemnify the Purchaser and Mirion Technologies (France) SAS for any difference on a euro for euro basis, without applying any limitation set forth in the SPA.

2.7 The Sellers shall in no manner be liable to the Purchaser and Mirion Technologies (France) SAS, nor any of their respective Affiliates, in relation with any Tax consequences arising out or incurred in connection with the change of the allocation of the Purchase Price as set forth in articles 2.1 to 2.4 above.

2.8 The Purchaser and Mirion Technologies (France) SAS shall in no manner be liable to the Sellers, nor any of their respective Affiliates, in relation with any Tax consequences arising out or incurred in connection with the change of the allocation of the Purchase Price as set forth in articles 2.1 to 2.4 above.

2.9 For the avoidance of doubt, nothing herein shall amend the overall Purchase Price despite its revised allocation.

ARTICLE I.II

MISCELLANEOUS

Article XIII of the SPA shall be deemed incorporated in this amendment as if stated therein in full.

[SIGNATURE PAGE FOLLOWS]

Executed in three (3) originals.

AREVA NC S.A.	AREVA, INC.
By:_____	By:_____
Name: Cyril Moulin	Name: Cyril Moulin
Title:	Title:
Date:	Date:
In:	In:

MIRION TECHNOLOGIES, INC.

By:_____
Name: Seth Rosen
Title:
Date:
In:

NRC FORM 532
(05-2016)

U.S. NUCLEAR REGULATORY COMMISSION

ACKNOWLEDGEMENT - RECEIPT OF CORRESPONDENCE

Name and Address of Applicant and/or Licensee

Mirion Technologies (Canberra) Inc
ATTN: Douglas N. Bellfy, Vice President,
Operational Excellence
800 Research Parkway
Meriden, CT 06450

Date
November 29, 2016

License Number(s)
06-15099-01

Mail Control Number(s)
592397

Licensing and/or Technical Reviewer or Branch
Dennis Lawyer Notification of Receipt of Affidavit

This is to acknowledge receipt of your: ☐ **Letter and/or** ☐ **Application** **Dated:** 11/14/2016

The initial processing, which included an administrative review, has been performed.

☑ **Amendment** ☐ **Termination** ☐ **New License** ☐ **Renewal**

☑ **There were no administrative omissions identified during our initial review.**

☐ **This is to acknowledge receipt of your application for renewal of the material(s) license identified above. Your application is deemed timely filed, and accordingly, the license will not expire until final action has been taken by this office.**

☐ **Your application for a new NRC license did not include your taxpayer identification number. Please complete and submit NRC Form 531, Request for Taxpayer Identification Number, located at the following link: http://www.nrc.gov/reading-rm/doc-collections/forms/nrc531.pdf**

Follow the instructions on the form for submission.

☐ **The following administrative omissions have been identified:**

Your application has been assigned the above listed MAIL CONTROL NUMBER. When calling to inquire about this action, please refer to this control number. Your application has been forwarded to a technical reviewer. Please note that the technical review, which is normally completed within 180 days for a renewal application (90 days for all other requests), may identify additional omissions or require additional information. If you have any questions concerning the processing of your application, our contact information is listed below:

Region I
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Division of Nuclear Materials Safety
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