As filed with the Securities and Exchange Commission on June 5, 2026.

Registration No. 333-295965

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 3 TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ERock, Inc.
(Exact name of registrant as specified in its charter)

Delaware	3620	41-4189868
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

1113 Vine St., Suite 101
Houston, Texas 77002
(713) 429-4091
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. The securities described herein may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell such securities, and it is not soliciting an offer to buy these securities, in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS
(Subject to Completion, Dated June 5, 2026)

27,906,977 Shares

ERock

Class A Common Stock

This is the initial public offering of shares of Class A common stock by ERock, Inc., a Delaware corporation ("ERock"). We are offering 27,906,977 shares of our Class A common stock.

Currently, no public market exists for our Class A common stock. We expect the initial public offering price to be between $20.00 and $23.00 per share. We have applied to list our Class A common stock on the New York Stock Exchange ("NYSE") under the symbol "EROC."

Following this offering, we will have two classes of authorized common stock: Class A common stock; and Class B common stock. Each share of Class A common stock and Class B common stock will entitle the holder to one vote. Holders of our common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise provided in our amended and restated certificate of incorporation (the "certificate of incorporation") or as required by applicable law. The holders of Class B common stock will not have economic rights with respect to their shares of Class B common stock, including any of the economic rights (including the rights to dividends) provided to holders of Class A common stock.

We are an "emerging growth company" as defined under the U.S. federal securities laws and, as such, have elected to comply with certain reduced public company reporting requirements for this and future filings. See "Risk Factors" and "Prospectus Summary—Implications of Being an Emerging Growth Company."

This offering is being conducted through an umbrella partnership-C-corporation, or "UP-C" structure, which is often used by partnerships and limited liability companies that are undertaking an initial public offering. The UP-C structure provides the pre-IPO owners of Enchanted Rock Holdings, LLC ("ER Holdings" and those holders, the "Pre-IPO Holders") with the potential income tax advantages associated with owning interests in an entity classified as a partnership for U.S. federal income tax purposes. Additionally, the UP-C structure may provide us with income tax benefits, and the Pre-IPO Holders with certain economic benefits, when the Pre-IPO Holders ultimately exchange their membership interests in ER Holdings for shares of our Class A common stock and/or cash. See "Organizational Structure." Prior to the consummation of this offering, we will enter into a Tax Receivable Agreement (as defined herein) with ER Holdings for the benefit of the TRA Beneficiaries (as defined herein) that will provide for certain cash payments to be made by us to the TRA Beneficiaries in respect of certain future tax benefits received by us. We will make TRA Payments using cash that otherwise would have been available to us for other uses and for the benefit of all of our shareholders. The amount of such payments may be substantial. See "Risk Factors—Risks Related to Our Corporate Structure, Our Class A Common Stock and this Offering" and "Certain Relationships and Related Party Transactions—Proposed Transactions with ERock, Inc.—Tax Receivable Agreement."

We are a holding company, and our sole material asset is our ownership interest in ER Holdings. As the sole managing member of ER Holdings, we operate and control all of the business and affairs of ER Holdings and, through ER Holdings and its subsidiaries, conduct our business and will depend on distributions from ER Holdings to pay any taxes and other expenses. See "Organizational Structure."

We will use a portion of the net proceeds we receive from this offering to (i) purchase Class A membership interests in ER Holdings ("Class A Units") at a per interest purchase price equal to the per share price paid by the underwriters for our Class A common stock in this offering, (ii) purchase Class B membership interests in ER Holdings ("Class B Units") (including Class B Units converted from Class M membership interests in ER Holdings ("Class M Units")) from certain of the pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers) and (iii) pay the cash consideration to a Blocked Unitholder (as defined herein) in connection with its Blocker Merger (as defined herein). We intend to cause ER Holdings to use the remaining net proceeds for the repayment of indebtedness and for general corporate purposes. See "Use of Proceeds."

Following the consummation of this offering, 20,217,911 shares of our Class A common stock will be owned by the pre-IPO owners of ER Holdings and 27,906,977 shares of our Class A common stock will be owned by public stockholders purchasing shares in this offering (or 19,588,375 shares and 32,093,023 shares, respectively, if the underwriters exercise in full their option to purchase additional shares of Class A common stock), assuming a price per share of $21.50, the midpoint of the range set forth above. 171,007,333 shares of our Class B common stock and corresponding Class B Units will be owned by the pre-IPO owners of ER Holdings. Additionally, 57,355,160 Class M Units will be owned by certain current and former employees and service providers of ER Holdings and its subsidiaries. As a result, (A) investors in this offering will indirectly own 10.21% of the economic interests in ER Holdings and 12.74% of the total voting power in ERock (or approximately 11.74% and 14.65%, respectively, if the underwriters exercise in full their option to purchase additional shares of Class A common stock); and (B) the pre-IPO owners of ER Holdings will directly or indirectly own 89.79% of the economic interests in ER Holdings and 87.26% of the total voting power in ERock (or approximately 88.26% and 85.35%, respectively, if the underwriters exercise in full their option to purchase additional shares of Class A common stock). See "Organizational Structure."

Investing in our Class A common stock involves risks that are described in the "Risk Factors" section beginning on page 36 of this prospectus.

	Per Share	***Total***
Initial public offering price	*$*	*$*
Underwriting discounts and commissions (1)	*$*	*$*
Proceeds, before expenses, to us	*$*	*$*

(1) See "Underwriting" for a description of all underwriting compensation payable in connection with this offering.

The underwriters may also exercise an option to purchase up to an additional 4,186,046 shares of our Class A common stock from us, at the initial public offering price, less the underwriting discounts and commissions, for 30 days after the date of this prospectus.

Neither the Securities and Exchange Commission ("SEC") nor any state securities commission has approved or disapproved of these securities or passed on the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The shares of Class A common stock will be ready for delivery on or about , 2026.

Joint Lead Book-Running Managers

Morgan Stanley *J.P. Morgan*

Joint Book-Running Managers

Barclays *BofA Securities*

Bookrunners

Evercore ISI *Guggenheim Securities* *Wolfe | Nomura Alliance* *BNP PARIBAS*

Prospectus Dated , 2026.

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Neither we nor the underwriters have authorized anyone to provide you with information other than that contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We and the underwriters are not making an offer to sell our Class A common stock in any jurisdiction where an offer or sale is not permitted. The information contained in this prospectus or any free writing prospectus is accurate only as of its date, regardless of its time of delivery or of any sale of shares of our Class A common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside of the United States: Neither we nor the underwriters have done anything that would permit this offering, or possession or distribution of this prospectus, in any jurisdiction where action for that purpose is required, other than the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our Class A common stock and the distribution of this prospectus outside of the United States.

This prospectus contains forward-looking statements that are subject to a number of risks and uncertainties, many of which are beyond our control. See "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements."

Basis of Presentation

ERock was formed as a Delaware corporation on January 20, 2026 and will have no assets or operations prior to the Reorganization (as defined below). Since 2018, we have conducted substantially all of our operations through ER Holdings, which was formed in connection with a corporate restructuring, prior to which we conducted our operations through ERock Holdings, Ltd., a Texas limited partnership. Accordingly, this prospectus includes certain historical consolidated financial and other data of ER Holdings.

Immediately following this offering, ERock will be a holding company, and its sole material asset will be Class A membership interests in ER Holdings ("Class A Units"), which ERock will hold either directly or indirectly through one or more wholly owned subsidiaries. ERock (or one of its wholly owned subsidiaries) will be the sole managing member of ER Holdings and, in that capacity, will operate and control all of the business and affairs of ER Holdings and, through ERock and its subsidiaries, conduct our business. The Reorganization

(as defined below) will be accounted for as a reorganization of entities under common control. As a result, the consolidated financial statements of ERock will recognize the assets and liabilities received in the Reorganization at their historical carrying amounts, as reflected in the historical financial statements of ER Holdings. ERock will consolidate ER Holdings on its consolidated financial statements and record a noncontrolling interest related to the Class B Units and Class M Units in ER Holdings on its consolidated balance sheet and statements of operations. See "Organizational Structure."

Except as otherwise indicated or required by the context, all references to "ERock," "Enchanted Rock," the "Company," "we," "our" and "us" or similar terms refer to (i) ER Holdings and its consolidated subsidiaries before the Reorganization and (ii) ERock and its consolidated subsidiaries after the Reorganization. Except as otherwise indicated or the context otherwise requires, references to "common stock" refer to our Class A common stock and Class B common stock, collectively.

Except as otherwise indicated, all information contained in this prospectus (i) assumes an initial public offering price of $21.50 per share of Class A common stock (the midpoint of the price range set forth on the cover of this prospectus) and (ii) assumes that the underwriters do not exercise their option to purchase additional shares of Class A common stock.

For the definitions of certain terms and abbreviations used in this prospectus, see "Glossary of Industry and ERock Terms" beginning on page iii of this prospectus.

Industry and Market Data

Certain market and industry data and forecasts used in this prospectus have been obtained from the following independent industry publications or reports: (i) International Energy Agency; (ii) North American Electric Reliability Corporation; (iii) Institute for Energy Economics and Financial Analysis; (iv) Wood Mackenzie; and (v) publicly available reports and data. Some market data and statistical information contained in this prospectus are also based on management's estimates and calculations, which are derived from our review and interpretation of publicly available industry publications, our internal research and our knowledge of the markets in which we currently, and will in the future, operate. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such information. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and uncertainties as the other forward-looking statements in this prospectus. Statements as to our market position are based on market data currently available to us, as well as management's estimates and assumptions regarding the size of our markets within our industry. While we are not aware of any misstatements regarding our industry data presented herein, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the headings "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" in this prospectus. Neither we nor the underwriters can guarantee the accuracy or completeness of such information contained in this prospectus.

Trademarks and Trade Names

We own or have rights to various trademarks, service marks and trade names that we use in connection with the operation of our business. This prospectus may also contain trademarks, service marks and trade names of third parties, which are the property of their respective owners. Our use or display of third parties' trademarks, service marks, trade names or products in this prospectus is not intended to, and does not imply, a relationship with us or an endorsement or sponsorship by or of us. Solely for convenience, the trademarks, service marks and trade names referred to in this prospectus may appear without the ®, ™ or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks, service marks and trade names.

GLOSSARY OF INDUSTRY AND EROCK TERMS

The terms and abbreviations defined in this section are used throughout this prospectus:

- "AI" refers to artificial intelligence.
- "Annualized Recurring Service Revenue" refers to the annualized value of recurring revenue under contracted operations and maintenance service and asset management agreements as of the measurement date, including both fixed contractual payments and variable payments based on typical utilization of such services.
- "backup power" or "resiliency" refers to a mode in which our power systems provide continuity for operations during grid disruptions and extreme weather events.
- "Blocked Unitholders" refers to certain pre-IPO owners that will receive shares of Class A common stock of us pursuant to the Blocker Mergers (including Energy Impact Fund (FT-B) LP) as defined and described in "Organizational Structure—Blocker Mergers."
- "Blocker Company" refers to each entity interposed between a Blocked Unitholder and ER Holdings that holds Class A Units on behalf of such Blocked Unitholder, which entities were formed for the principal purpose of indirectly holding equity interests in ER Holdings.
- "Blocker Merger" refers to each merger, consummated in connection with the IPO, pursuant to which a Blocker Company first becomes a wholly owned subsidiary of the Company and is then merged into the Company.
- "bridge power" refers to a mode in which our power systems provide temporary generation to meet customer needs during the period before full grid interconnection becomes available.
- "C&I" refers to commercial and industrial.
- "CAISO" refers to the California Independent System Operator.
- "CARB" refers to the California Air Resources Board.
- "CARB-DG" refers to the California Air Resources Board Distributed Generation certification standard.
- "CO" refers to carbon monoxide.
- "CO2" refers to carbon dioxide.
- "Common Units" refers to the interests in ER Holdings called "Common Units" that are outstanding prior to the Reclassification.
- "Compensatory Units" refers to the interests in ER Holdings called "Compensatory Units" that are outstanding prior to the Reclassification.
- "conditional firm interconnections" refers to firm service except during certain identified system conditions.
- "Continuing Equity Unitholders" refers to certain pre-IPO holders of Common and/or Preferred Units who will hold Class B Units following the Reclassification (including Energy Impact Fund (FT-D) LP), as described under "Organizational Structure."
- "Continuing Profits Interest Unitholders" refers to certain current or former employees of ER Holdings who will hold Class M Units following the Reclassification.
- "Contracted Power System Sales Backlog" refers to the actual contracted value for purchases of power systems and ESI services, whether invoiced or not, to be invoiced and recognized as revenue as a result of performing our obligations over the term of the contract, assuming no exceptions or contingencies are exercised, and includes adjustments for contract modifications entered into after period-end and prior to the issuance of the related financial disclosures.

- "dispatchable power" or "flexible capacity" refers to a mode in which our power systems are configured as on-demand, fast-response resources.
- "ECU" refers to electronic control unit.
- "ERCOT" refers to the Electric Reliability Council of Texas.
- "ESI" refers to equipment, supply and installation.
- "Exchange" refers to an exchange by the Continuing Equity Unitholders and/or the Continuing Profits Interest Unitholders pursuant to which ER Holdings acquires Class B Units (and Class B Units converted from Class M Units), along with, in the case of the Continuing Equity Unitholders, the cancellation of an equal number of shares of Class B common stock, for shares of our Class A common stock on a one-for-one basis or, at our election, for cash.
- "FERC" refers to the Federal Energy Regulatory Commission.
- "GHG" refers to greenhouse gases.
- "Gigawatt" or "GW" refers to one billion watts.
- "Grid Support Event" refers to any period during which the electrical grid is experiencing actual or anticipated constraints and the Company utilizes customer-owned power systems to provide power to support grid stability. Grid Support Events may occur pursuant to a direct request from the grid operator or through participation in incentive based programs that compensate generators for providing such support.
- "IEA" refers to the International Energy Agency.
- "IPO" or this "offering" refers to the initial public offering of shares of Class A common stock by us.
- "ISO" refers to Independent System Operator.
- "ISO 8528-5 G3" refers to the International Organization for Standardization standard for reciprocating internal combustion engine driven generating sets, Part 5: Generating sets, specifically the G3 classification for transient performance.
- "installed base" refers to the total installed watt capacity of our power systems that have been deployed and are currently operational.
- "Megawatt" or "MW" refers to one million watts.
- "MISO" refers to the Midcontinent Independent System Operator.
- "NERC" refers to the North American Electric Reliability Corporation.
- "NMHC" refers to non-methane hydrocarbons.
- "NOCs" refers to network operations centers.
- "NOx" refers to nitrogen oxides, including nitric oxide and nitrogen dioxide.
- "O&M" refers to operations and maintenance.
- "PJM" refers to PJM Interconnection, the regional transmission organization coordinating the wholesale electricity market in all or parts of 13 states and the District of Columbia.
- "Preferred Units" refers to the interests in ER Holdings called "Preferred Units" that are outstanding prior to the Reclassification.
- "prime power rating" refers to, as defined by the industry standard ISO8528-1, the maximum power which a generating set is capable of delivering continuously while supplying a variable electrical load when operated for an unlimited number of hours per year under the agreed operating conditions with the maintenance intervals and procedures being carried out as prescribed by the manufacturer.

- "RTO" refers to regional transmission organization.
- "SCADA" refers to supervisory control and data acquisition systems.
- "Tier 2" refers to capacity additions that include capacity that has been requested but that has not received approval for planning requirements.
- "transient performance" refers to our power systems' ability to respond to sudden changes in electrical load, including how quickly and how stably it can adjust its output and maintain voltage and frequency when the load increases or decreases unexpectedly.
- "TRIR" refers to total recordable incident rate.
- "TWh" refers to terawatt-hour.
- "utility-grade" refers to electrical power produced with voltage, frequency and reliability characteristics consistent with those provided by an electric utility.
- "WECC" refers to the Western Electricity Coordinating Council.

PROSPECTUS SUMMARY

This summary highlights selected information discussed in this prospectus. The summary is not complete and does not contain all of the information you should consider prior to making an investment decision with respect to our Class A common stock. Therefore, you should read this entire prospectus carefully, including the sections titled "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our financial statements and the related notes included elsewhere in this prospectus, before making a decision to purchase shares of our Class A common stock. Some of the statements in this summary constitute forward-looking statements. See "Cautionary Statement Regarding Forward-Looking Statements."

Overview

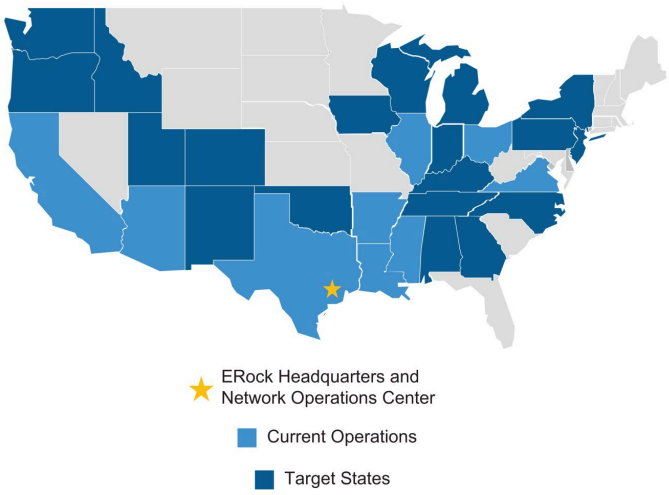
We are a vertically integrated company that designs, deploys, operates and maintains multi-purpose distributed power systems, consisting of our proprietary, low emission, quick-response natural gas generator and embedded software technology, for our customers. Our resilient, cost-effective, modular power systems can be rapidly deployed at a scale of more than 1 GW to meet our customers' full range of power needs, including bridge, backup and dispatchable power applications, and are supported by our operations and maintenance ("O&M") and asset management services. We deploy our systems in three applications: bridge (prime-to-backup), backup (resiliency) and dispatchable (flexible capacity) power.

- **Bridge power (prime-to-backup)**. Our power systems deliver prime power in the near-term to accelerate time-to-power ahead of long-lead grid upgrades, which prevent our customers from getting grid power. Once interconnection becomes available, the same assets typically transition to backup or flexible dispatch power service to support the customer or utility.
- **Backup power (resiliency)**. Our power systems provide highly reliable continuity for mission-critical operations during grid disruptions and extreme weather events, and many of our existing deployments operate in this mode today.
- **Dispatchable power (flexible capacity)**. Our power systems are configured as on-demand, fast-response resources and can be deployed by contract to market-facing objectives (such as peak-load management or grid-stability services).

We primarily serve data centers, utilities and large C&I businesses across nine U.S. states, with our largest operating footprints located in California and Texas, where we anticipate disproportionate growth and market potential driven by high data center demand in the near- and medium-term. With over 15 years of operational experience, over 2,000 deployed units across approximately 400 operational sites consisting of an installed base of approximately 1,000 MW and Contracted Power System Sales Backlog of approximately $1.3 billion as of March 31, 2026, we believe we are one of the most established, proven providers of bridge, backup and dispatchable power applications for the growing distributed power generation market.

Geographic Footprint by Operating Assets

ERock currently operates across 9 states and 4 RTOs, with ~1 GW of installed base

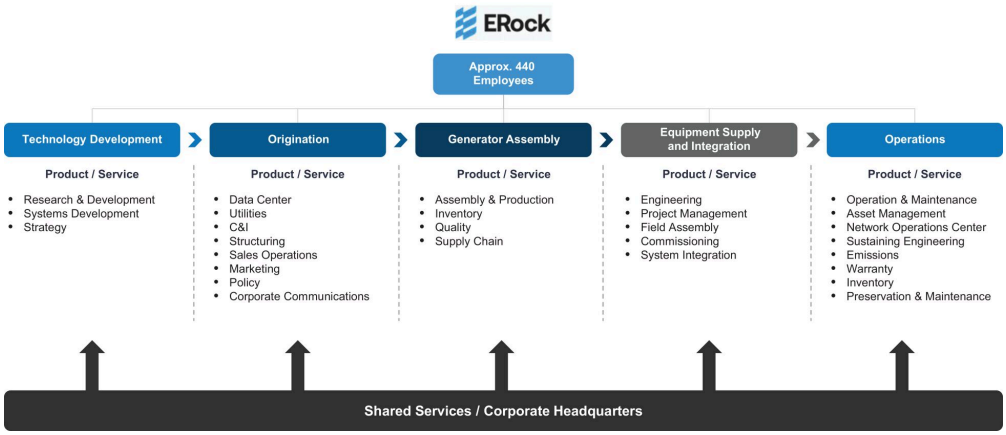


As of March 31, 2026. Target states represent those currently in our pipeline or designated as target geographies by our management.

Over the last 15 years, we have established deep expertise and a proven track record in the deployment of complex integrated power systems through our ERock Platform. We refer to the delivery and operation of our generators and integrated software technology through our comprehensive, turnkey equipment, supply and installation ("ESI"), O&M and asset management services platform, supported by our deep development, operational and market domain expertise in integrated power systems, as our "ERock Platform."

ERock Organizational Overview

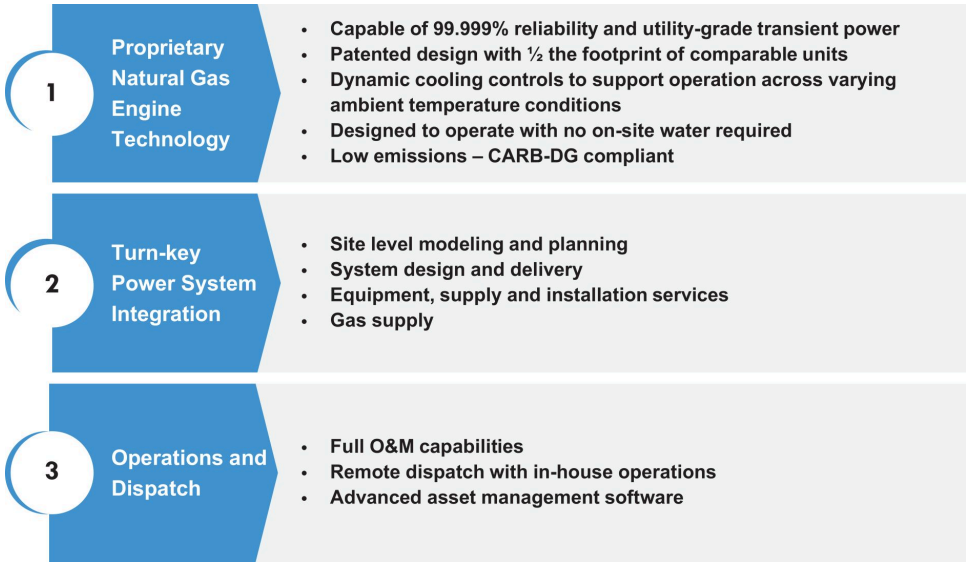
Vertically integrated ERock platform with capabilities to design, construct, operate and maintain power systems



Most of our sales include the comprehensive design, delivery, installation and long-term services provided by the ERock Platform, with platform sales representing 100% and 98% of all generator sales booked in 2024 and 2025 respectively. Leveraging our ERock Platform, we help customers meet evolving energy demands by delivering cost-effective, turnkey speed-to-power and resiliency solutions that supplement and maximize traditional grid infrastructure. Our power systems are engineered for superior operational stability, including:

- **Reliability**. Our systems are capable of 99.999% reliability.
- **Diesel-equivalent transient performance**. Our generators meet or exceed rigorous ISO 8528-5 G3 diesel standards, delivering fast, stable responses to sudden load swings, and we believe we are currently the only provider of natural gas generation that meets utility-grade transient performance requirements for diesel units, which reduces the need for additional technology to deliver required power quality.
- **Quieter, cleaner and rapidly deployed**. Our power systems are typically quieter, cleaner, more resilient and dispatchable, and can be deployed and commissioned more rapidly than traditional grid infrastructure and other conventional alternatives.
- **No on-site water required**. As water use by data centers is receiving increasing scrutiny, our power systems are designed to operate with no on-site water required.

Our experienced O&M teams handle all aspects of preventive and corrective maintenance, and our purpose-built software that is embedded in our power systems provides extensive operational data capture and analytical capabilities, enabling greater resilience of generator technology and dynamic, insight-driven maintenance schedules. These performance attributes and our expertise in developing, deploying and maintaining integrated power systems differentiate us from our competitors and support our strong customer relationships, which is evidenced by our proven track record of delivering reliable, integrated power solutions.



Once connected to the grid, we also assist customers to maximize the return on their investment in our power systems by leveraging its multi-purpose dispatchable power capabilities through our market operations and dispatch management platform, acting as advisor or agent for owners of our deployed power systems of 761 MW. These services allow customers to utilize our power systems for backup power as and when needed or to strategically dispatch capacity from our power systems during peak demand or scarcity events—ultimately enabling our power systems to become a grid asset. Our asset optimization capabilities and market expertise enable us to monetize our power systems capacity, reduce costs to customers in almost any market and reduce times to grid interconnection. Our distributed power systems have consistently operated in support of the grid.

Over the past eight years, we have supported over 236,000 Grid Support Events. Each event represents a documented start and stop of our distributed generation systems undertaken to provide power to the grid during periods of actual or anticipated grid constraints, either in response to a direct request from the grid operator or pursuant to incentive based programs, such as scarcity pricing or peak demand load shed programs, that compensate generators for providing such support. Under our O&M and asset management services agreements, customers authorize us to dispatch and operate the power systems during Grid Support Events when their operations do not require dedicated output from our power systems. When the grid is down, our power systems can displace grid supply (i.e., island the customer's load from the grid) and provide utility-grade power directly to the customer; when the grid is operating normally, our power systems remain interconnected and operate in parallel with the grid, enabling us to deliver grid-supporting services. During Grid Support Events, when customer operations allow, we can provide the available capacity of our power systems through both offsetting the customer's load consumption and exporting any additional available capacity to the grid in exchange for program based compensation or other incentives that benefit our customers. We believe this operational experience is increasingly valuable as grid operators seek alternative tools to address resource adequacy and congestion management for large loads. Power outage responses and power quality operations are separate from, and in addition to, these Grid Support Events.

We assemble our proprietary engines and generators at our Titan facility and are targeting increasing our annual assembly capacity to approximately 1.2 GW by the end of 2026 with the development of our Hyperion facility, both located in Houston, Texas. Our assembly model is designed to scale efficiently and rapidly to meet growing customer demand and service our backlog, leveraging a high-volume, largely multi-sourced supply chain and standardized assembly processes. This approach allows us to expand output without the need for extensive new capital investment or specialized equipment, enabling low-cost, high-velocity capacity expansion while maintaining assembly flexibility and supply-chain security. As we increase capacity to meet accelerating demand, we are able to produce and deploy additional power systems while maintaining strong control over our supply chain, costs, efficiency and product quality, which supports higher margins. In addition, growing our generator deployment also accelerates our innovation cycle as the real-world operating data of our power systems in the field informs improvements to our design, development and installation processes. We believe this feedback loop, enabled by our vertically integrated business model and scalable assembly capabilities, helps drive a faster innovation cycle, supports reliable execution at scale and differentiates us from our competitors with more capital-intensive or less flexible assembly models. For example, insights from field installations have allowed us to pre-configure and kit key generator components in our production process, reducing installation costs by 20% and creating a continuous improvement cycle between engineering, production and field operations.

Over the past decade, we have built a foundation of deep trust and relationships with leading data center and AI ecosystem companies, such as Microsoft, Wistron and Foxconn, electric and gas utilities, such as Entergy and ComEd, and C&I customers, such as H-E-B and Walmart, with approximately 50 customers in those end markets, establishing ourselves as a critical link where speed-to-power, reliability, flexibility and scale converge in our customers' power ecosystem. Leveraging our position as a trusted provider, we are seeking to grow our business and strengthen our financial and operating performance.

- Our revenue was $31.7 million for the quarter ended March 31, 2026, representing 31.6% year-over-year growth, and $183.1 million for the year ended December 31, 2025, representing 42.5% year-over-year growth.

- Our net loss and Adjusted EBITDA were $(17.2) million and $(12.4) million for the quarter ended March 31, 2026, respectively, representing 8.0% and (13.7)% year-over-year change, and $(59.0) million and $(22.6) million for the year ended December 31, 2025, respectively, representing 3.7% and (35.1)% year-over-year change.
- Our Contracted Power System Sales Backlog was $1.28 billion as of March 31, 2026, representing 778.6% year-over-year growth, and $1.18 billion as of December 31, 2025, representing 419.7% year-over-year growth.
- Our Annualized Recurring Service Revenue was $22.9 million as of March 31, 2026, representing 15.4% year-over-year growth, and $22.4 million as of December 31, 2025, representing 13.9% year-over-year growth.
- Our net loss margin and Adjusted EBITDA Margin were (54.2)% and (39.1)% for the quarter ended March 31, 2026, respectively, representing 11.9% and 6.2% year-over-year change, and (32.2)% and (12.4%) for the year ended December 31, 2025, respectively, representing 12.1% and 14.8% year-over-year change.
- Our installed base was approximately 1,059 MW as of March 31, 2026, representing 13.4% year-over-year growth, and 1,020 MW as of December 31, 2025, representing 9.6% year-over-year growth.

For more information regarding our non-GAAP measures Adjusted EBITDA and Adjusted EBITDA Margin and a reconciliation to net loss and net loss margin, the most comparable GAAP (as defined herein) measures, see "Summary Historical Consolidated Financial Data and Operational Measures—Non-GAAP Financial Measures."

Key Macro Trends

A Generational Surge in Demand Primarily Driven by AI and Electrification

The United States is entering a historic upswing in power demand driven by the rapid expansion of AI, digital infrastructure and broader electrification, with load growth accelerating to its highest levels in 50 years, projected at approximately 5.7% annually for 2025-2030 representing approximately 43x total growth compared to 2015-2020. According to the IEA, data centers are the single largest new source of U.S. load growth. For example, in 2025, the U.S. accounted for 47% of global data center electricity demand, and from 2024 to 2030 data centers alone are projected to represent nearly half of all U.S. electricity demand growth, a larger impact than in any other region in the world.

Traditional Energy Solutions Are Unable to Meet Growing Demand

Existing U.S. electricity infrastructure is insufficient for the speed and magnitude of today's demand expansion, and traditional solutions, such as incremental grid expansions and reliance on variable renewables alone, are falling short. The IEA warns that grid congestion and long interconnection queues already pose critical barriers, with transformer and turbine supply chains facing multi-year backlogs. U.S. interconnection queues are becoming increasingly congested, with median reported grid connection timelines at approximately three years and grid connection timelines for new data center capacity extending to approximately seven years in major load-growth markets such as Northern Virginia.

Increasing Adoption of Co-Locating Loads with Distributed Power Solutions

To manage grid constraints and ensure reliability, companies are increasingly co-locating large loads, especially data centers, with onsite or near-site distributed generation. Data centers continue to take on a larger role in electricity systems, ensuring their smart integration becomes critical, both to enhance grid stability and support ongoing investment. The IEA suggests that data centers be strategically sited in areas with available power and grid headroom and emphasizes that onsite generation and flexible backup systems, such as those provided by us, are vital for maintaining reliability and easing pressure on constrained grids.

Reliability and Resilience Are Under Strain

Energy-system reliability risks in the U.S. are intensifying as extreme weather, cyber-risks, electrification and AI-driven demand converge. The IEA finds that 20% of new data center projects globally are at risk of delay due to grid constraints. Meanwhile, electricity grids in advanced economies, including the U.S., face rising outage exposure, with weather-related events increasing in frequency and severity according to the IEA.

The IEA highlights that the U.S. grid is simultaneously challenged by surging peak loads driven by EV charging and data centers. Data centers have extremely low tolerance for outages and power quality issues given they require uninterrupted, firm power, supplied by technologies capable of operating continuously through seasonal variability and grid disturbances.

Utilities Face Unprecedented Capital Requirements with Affordability Pressure

This rapid load growth is driving record capital requirements for U.S. utilities, primarily for new generation and system upgrades to maintain reliable service for customers. The IEA reports that investment in grid infrastructure has materially under-paced generation investment, with grid spending growing at only about half the rate of generation investment since 2015.

Electricity costs are rising nationwide and could get even higher for some amid the explosion in powering AI. The nationwide average retail price per kilowatt-hour of electricity increased approximately 6% for residential customers from November 2024 to November 2025 and approximately 32% in the last 10 years (EIA). Policy makers face growing affordability constraints, as electricity prices are a central political and economic issue in the "Age of Electricity" according to the IEA. These constraints increase the value of cost-effective, capital-efficient, rapidly deployable firm-power solutions.

Demand for Speed-to-Power Grows as Power Demand-Supply Mismatch Expands

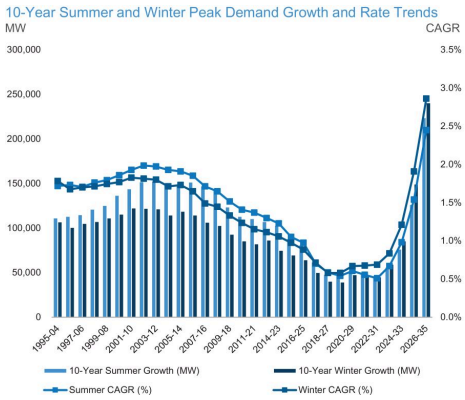
The IEA highlights that the gap between required power capacity and the speed at which new supply can be added is widening. Data center construction timelines are 2 to 3 years, while grid and generation infrastructure typically require 4 to 8 years, creating a structural mismatch. Long interconnection queues and scarce generation equipment further slow progress; global turbine deliveries now face multi-year lead times, risking commissioning delays beyond 2030.

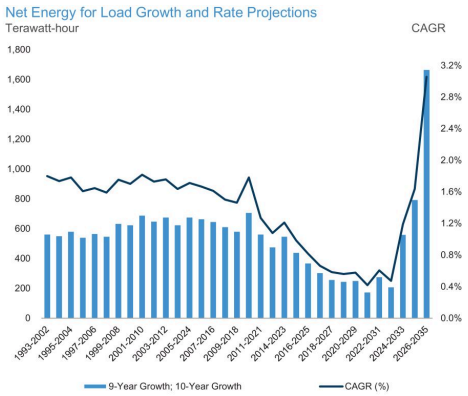
As a result, U.S. hyperscalers and utilities increasingly seek near-term, scalable solutions, with natural-gas generators identified by the IEA as a leading dispatchable source supporting rising AI and electrification demand. The IEA reports that natural gas is expected to expand by 175 TWh globally to meet data center load through 2035, with most of this growth occurring in the U.S. Solutions that can be deployed quickly, provide firm capacity and integrate into existing infrastructure are crucial to closing the speed-to-power gap.

Potential Market Opportunity

The United States is entering a period of unprecedented electricity demand growth, driven by accelerating adoption of AI-enabled data centers, industrial reshoring, transportation electrification and building electrification. NERC estimates that over the next 10 years, North American summer and winter peak electricity demand is projected to increase by over 224 GW and 245 GW respectively, representing the fastest growth since NERC's tracking started in 1995. NERC identifies new data centers for artificial intelligence and the digital economy as the primary drivers of this surge in demand, noting the concern that the pace of resource additions has been too slow to meet demand growth. NERC estimates 190 GW of Tier 2 or other resources would need to complete the interconnection planning process and reach commercial operations to meet the expected peak demand growth of nearly 250 GW over the next 10 years. While interconnection queues continue to grow, uncertainty surrounds the timing and amount of resource additions. In parallel, the generation mix is expected to become increasingly intermittent and weather-dependent as older fossil-fired units retire and are sometimes replaced by non-dispatchable resources. NERC reports that the anticipated shortfall in

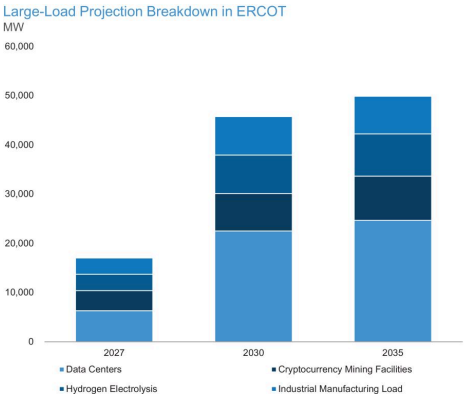
capacity, which is complicated by swelling interconnection queues and an increasingly variable resource mix, creates a significant near- and medium-term opportunity for scalable, rapidly deployable, dispatchable solutions capable of addressing both (i) bridge power needs in regions with multi-year interconnection delays and (ii) ongoing capacity support for grid operators facing shrinking reserve margin.

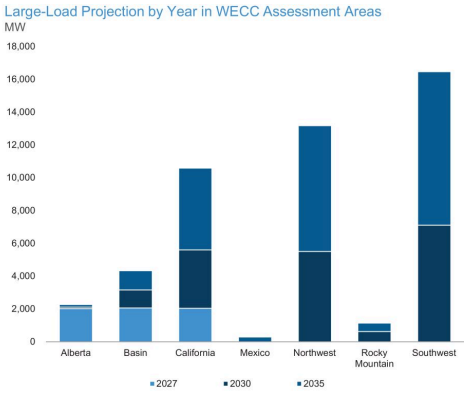




Source: North American Electric Reliability Corporation

Several U.S. markets, such as Texas and California, face especially acute reliability risks. Texas already shows rapid load growth pressures tied to data centers and industrial expansion, while California faces grid congestion, long interconnection queues and above-average vulnerability to extreme heat and weather-driven outages. Additionally, supply-chains for critical grid components are showing strain. GE Vernova, Siemens Energy and Mitsubishi Power, which supply turbines for roughly two-thirds of the gas-fired power plants under construction globally, as reported by the IEA, are facing extensive backlogs and turbine delivery timelines of as long as eight years according to the Institute for Energy Economics and Financial Analysis. The IEA highlights that order backlogs for transformers grew by more than 30% in 2024, after two years of growth above 15%. In combination with these pressures, the current market dynamics illustrate a growing divergence between the rapid acceleration of load growth and the comparatively slow pace of utility-scale infrastructure development.





Source: North American Electric Reliability Corporation

We are well positioned to deliver on the significant market demand for dispatchable, resilient and cost-effective power solutions that can be quickly deployed and commissioned. Through delivering 99.999% reliability and the capability to deliver in less than six months, with full project commissioning typically achieved within 12 to 18 months from contract signing, we provide one of the few scalable solutions capable of addressing near-term capacity needs, particularly in high-growth regions like Texas and California. As natural gas remains a critical firm resource supporting renewable integration, our modular, low-emission solutions enable hyperscale data centers, industrial facilities and utilities to procure reliable, firm power at substantial scale, often reaching several hundred megawatts or over a gigawatt, without the prolonged lead times inherent in traditional transmission expansion. This combination of speed, reliability and flexibility positions us to capture significant share in an increasingly capacity-constrained U.S. power market.

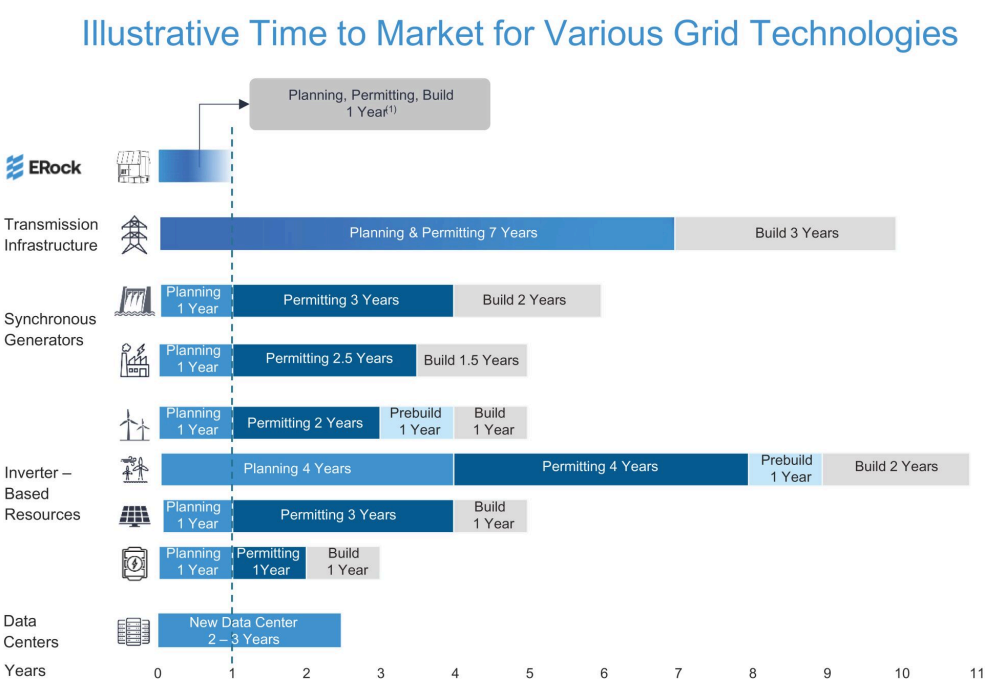
Our Power System Solutions

We are uniquely positioned to address the massive, fast-growing and complex market for speed-to-power, dispatchable capacity and resiliency solutions. Our power systems are delivered through our ERock Platform, which provides our customers a single partner across the entire life cycle of our power systems and differentiates us from our competitors. Our ERock Platform is anchored by leading natural gas engine and generator technology for multi-function onsite generation and combines this core technology with comprehensive, turnkey ESI services—a full-service offering that includes system design, site selection, planning and modeling, interconnection assistance, gas supply, permitting, construction and commissioning. Once operational, our ERock Platform offers O&M and dispatch capabilities that leverage extensive historical operational data capture, real-time monitoring and predictive diagnostics to optimize power system performance, while our remote operations center enables asset-level or aggregated dispatch, scheduled maintenance coordination and electricity and gas market integration to help maximize the value customers can capture using these systems. These integrated solutions and capabilities allow our power systems to be rapidly deployed, serve initial bridge power needs and, after grid interconnection, provide dispatchable capacity and/or reliable long-duration backup power throughout the remaining useful life of our systems, as discussed below. For more information regarding the services delivered through our ERock Platform, see "—Our Services."

Rapid Deployment of Reliable, Dispatchable Power

We offer a rapid path to connect large electricity loads, such as data centers and C&I customer manufacturing facilities, to power. Our power systems enable customers to quickly deploy a distributed bridge power solution that provides faster access to reliable power through and beyond full grid interconnection. We have assembled and delivered our power systems in as little as six months, with full project commissioning typically achieved within 12 to 18 months from contract signing. We also have a track record of interconnecting multiple >50MW systems in 12 to 18 months from contract signing, subject to site conditions. Leveraging our high-volume standardized assembly model, we can stand up over 1.2 GW of annual available capacity in approximately 12 months with limited incremental capital expenditures.

Illustrative Time to Market for Various Grid Technologies



(1) Reflects the midpoint of a 6 to 18-month deployment timeline

Source: EPRI, Reconciling the Value of Grid Interconnection and Speed-to-Power: Strategies for Powering Data Centers in the AI Era

Our rapid deployment capability supports businesses and utilities seeking cost-effective power continuity and resilience in an increasingly dynamic energy landscape and enables customers to access power during lengthy utility interconnection timelines to maintain project schedules. At up to two times the cost of our power systems, traditional and bespoke natural gas generation projects can take 60 to 84 months to deploy. At up to three times the cost of our power systems, natural gas fuel cells lack the dispatch capability of our power systems and typically have larger footprints, which can impact installation timelines. Solar and wind projects often require three years or more to deploy and are not capable of delivering reliable, dispatchable power like our power systems due to the inherent intermittency of sun and wind power sources. Even when paired with batteries, solar and wind remain limited in their ability to deliver dispatchable power because current battery technology cannot reliably satisfy the amount, duration or quality of electrical power required by large, often continuous or highly sensitive loads. In certain configurations, ERock systems can facilitate earlier access to grid interconnection compared to traditional standalone processes. In addition, our systems may serve as grid-support assets during peak demand or scarcity events, which can enhance project economics and contribute to local grid reliability. However, interconnection outcomes vary by jurisdiction and remain subject to utility and regulatory approval. Regulatory frameworks are evolving to support co-located generation and large loads. On December 18, 2025, FERC directed PJM Interconnection to establish transparent rules to facilitate service for large loads co-located with generation,

including creating new transmission service options and clarifying interconnection procedures to address reliability and consumer-cost concerns associated with rapidly growing load. Similar programs are being deployed in ERCOT and pursued in other markets.

Highly Economic Path to Bridge and Dispatchable Power Solutions

Our power solutions provide customers with a highly cost-effective path to reliable, utility-grade bridge and dispatchable power because our systems are engineered for both bridge and fast response dispatchable power applications. In contrast to stranded temporary infrastructure, once our customers are fully interconnected with the grid, our power systems can continue to serve customers as a reliable, dispatchable utility-grade power source with fast response, diesel-equivalent transient performance to supplement the grid and provide industry leading reliability for protection against grid outage events. This long-term, multi-purpose design of our power systems helps customers, particularly customers with large electricity loads such as data centers, to reduce the total cost of ownership by providing multiple value streams through the full useful life of the asset. By transforming bridge power installations into assets that continue to return value to the customer, our power systems support a more enduring and economically efficient bridge power development model compared to conventional temporary generation.

Highly Cost-Effective and Low-Risk Path to Increase Grid Capacity

As utility capital expenditures surge and electricity rates continue to rise due to increased demand for electricity, our power solutions provide a highly cost-effective and low-risk path to increasing grid capacity. Traditional grid-expansion planning often relies on long-term demand forecasts, requiring utilities to make large, long-dated capital commitments, and utilities are increasingly asking large new electricity loads—such as data centers—to share in those costs despite having significantly shorter planning horizons. This mismatch introduces substantial risk of stranded investment, overbuilding and misaligned capacity expansion—issues that regulators have become increasingly focused on as grid-upgrade proposals grow in scale. By contrast, our co-located distributed power systems arrive with the load itself, are typically paid for by the customer deploying the load and provide capacity concurrent with when the load comes online, eliminating the need for utilities to build ahead of requested demand. By enabling large new electricity loads to self-fund and install our distributed power systems, our platform increases capacity without requiring utilities to undertake costly grid upgrades in advance of demand and, once interconnection occurs, our power systems remain in place as a stable source of power supply for the grid that reduces or defers the need for further capital investment by utilities on grid expansion and helps moderate system-wide electricity rate impacts for existing customers. As a result, our power systems can help accelerate the interconnection timeline as utilities benefit from our bridge power solutions by securing new electricity load and associated revenues earlier, and customers benefit from dependable, distributed power while avoiding lengthy delays associated with traditional grid expansion. We have successfully deployed this approach for years, repeatedly demonstrating that customer-funded, distributed power systems can compress timelines by delivering immediately available capacity that can relieve near-term grid constraints. This proven model is now being embraced by leading markets such as PJM and ERCOT, where regulators, utilities and ISOs are increasingly adopting similar approaches to facilitate faster, lower-risk interconnections. This dynamic creates a mutually reinforcing outcome—reduced capacity planning and capital-deployment risk for utilities and a faster, more predictable path to power for customers.

Highly Reliable Path to Resilient, Firm Power

We believe our ERock Platform's proprietary generator and operating software technology delivers a highly reliable path to resilient, firm power. Our power systems are designed for continuous, fault-tolerant operation—meaning they can maintain power output even when components fail or experience abnormal conditions—delivering reliable power when the grid is not available and provide backup power with lower emissions and noise than diesel alternatives. Our backup power solutions offer high operational reliability with inherent redundancy for fault tolerance and concurrent maintainability—meaning critical components can be

serviced, repaired or replaced without shutting down the system—to facilitate deployment in mission-critical backup applications. Fueled by natural gas delivered through underground pipelines with no runtime limitations, our power systems have proven capable of delivering uninterrupted power through hurricanes, winter storms and everyday grid outages. As grid outages have become longer and more frequent, and where fuel deliveries can be delayed during severe weather, we deliver proven backup power solutions that keep critical facilities online during grid outages and emergencies.

Our Generator and Software Technology

We provide reliable, resilient and cost-effective power primarily through a proprietary, tailored, integrated power systems delivered through our ERock Platform, a comprehensive offering consisting of our generator and software-enabled O&M and asset management services described below.

At the core of our power systems is our RockBlock ("RockBlock"), a modular, distributed generator string that incorporates our proprietary natural gas engine, scales in 0.5 MW increments from 1.5 MW to 3.5 MW per RockBlock and is assembled in-house. Our RockBlock systems convert natural gas from local underground pipelines into electricity through a combustion process and are capable of continuously operating at their designed capacity with 99.999% reliability. Our RockBlock systems are engineered for maximum cost efficiency through their modular design and standardized kit, which supports rapid delivery, field construction and scaling. Our power system units feature a patented design that occupies approximately half the footprint of comparable natural gas units, while maintaining low sound levels across varying applications and achieving diesel equivalent transient performance, while meeting stringent local emissions standards, including CARB-DG compliance, one of the most rigorous emissions standards in the United States.

Complementing our generator technology is our Granite Software Ecosystem ("Granite"), a proprietary software that is embedded in our power systems and enables us to use operating data to improve operations for high reliability at a lower cost. Granite architecture is a combination of real-time device data collection as well as distributed and aggregated data process and analytics. At the device level, Granite captures real-time data from our power systems' ECU, controllers and balance of plant at sub-second intervals—far faster than typical SCADA systems—and uses advanced analytics to enable predictive diagnostics, dynamic site-level optimization and adaptive maintenance scheduling. Granite also allows remote 24/7 monitoring and centralized control from our network operations centers ("NOCs"), supporting thousands of assets and enabling market interactive peak shaving and grid services at distributed or aggregate levels. In addition, by comparing performance across power system units, sites and fleets, Granite identifies operational patterns and anomalies, supporting maximum uptime and efficiency across all systems while at the same time reducing operating costs. Generators procured outside of our ERock Platform do not come with Granite embedded in their systems.

Our Services

We offer a fully integrated suite of services through our ERock Platform that supports rapid deployment, reliable operation and maximizing value from distributed power assets. Our offering spans comprehensive design, ESI project delivery, O&M, advanced asset management, white label programs and flexible financing and contract support—making us an end-to-end partner for resilient, scalable and cost-effective power solutions.

ESI Services. We provide a turnkey solution for the design, delivery and installation of distributed power and resiliency projects.

O&M Services. Our O&M services are designed to ensure maximum reliability, uptime and performance for every installed power system.

Asset Management. We provide comprehensive monetization services, acting as advisor or agent for owners of our deployed power systems of 761 MW, to optimize grid revenues through electricity and natural gas market participation, hedging and dispatch strategies.

White Label Program Services. We partner with utilities, such as Entergy, to design and execute white label resiliency programs, enabling them to offer branded reliability solutions.

Financing and Contract Support Services. To facilitate project development, we offer robust financing and contract support, coordinating and arranging project financing and providing guidance on contract structuring and risk management.

Policy Advocacy and External Affairs. Our team of policy experts actively monitors and shapes policy at the local, state and federal level to support current and prospective customers' use of natural gas onsite generation in their overall energy strategy.

Our Business Model

We generate revenue through a combination of power system sales and services, which allows us to realize revenue from equipment sales, site buildout, installations and commissioning and recurring revenue from O&M and asset management services post-commissioning.

Power System Sales Revenues. We generate revenue from selling our natural gas power systems to customers inclusive of the design and ESI of turnkey power system solutions, and we report these revenues as product revenues and installation services revenues. Power system sales product revenues consist of product sales of generators and related equipment to produce our power systems. Power system sales installation services revenues consist of ESI services to design, construct, install and commission our power systems. Customers enter into ESI contracts to purchase our power systems, and these contracts also typically cover design and ESI services of such power systems. Our ESI agreements are generally structured such that customers pay a percentage of the contract price at execution, additional percentages upon the achievement of specified milestones, such as equipment delivery and installation, and the remaining balance upon successful completion of testing and commissioning.

Ongoing Services Revenues. After installation and commissioning, we enter into long-term service agreements for O&M and asset management services. Our typical services contracts range from 5 to 15 years and include both preventative and corrective services. These contracts typically include remote monitoring, preventive maintenance, rapid response and warranty support. Asset management contracts may also cover dispatch optimization, market participation and regulatory compliance. Recurring service fees are billed monthly for the duration of the contract and include a fixed service fee and, in some cases, a fee based on the financial performance of the power systems, with additional amounts payable on a per-work-order basis. The weighted average term of our O&M and asset management services agreements is approximately 10 years. To date, none of our customers have terminated or failed to renew our O&M or asset-management services.

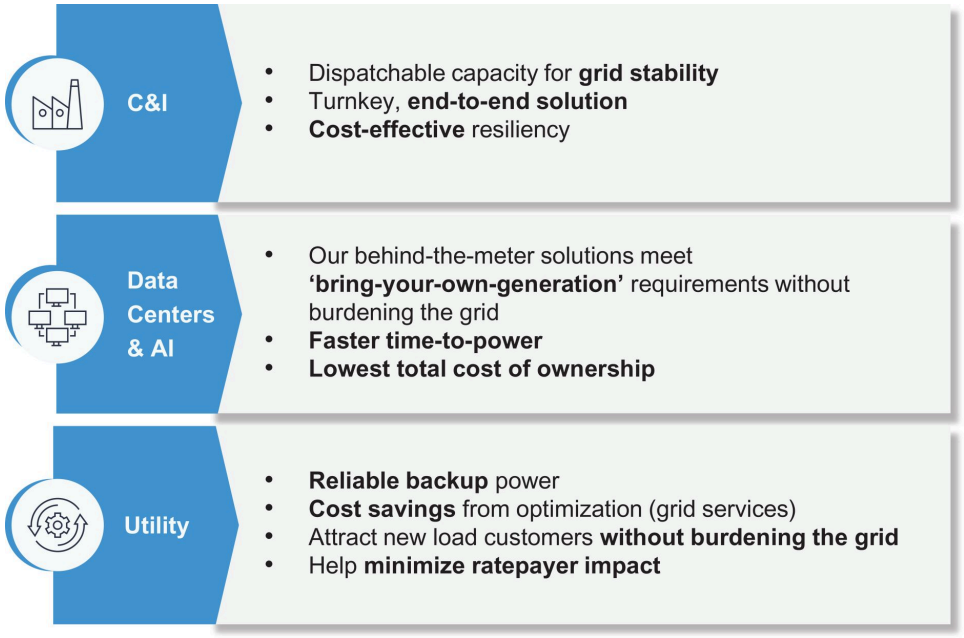
Our Customers and Markets

We serve customers across the United States, with a proven track record in data centers, utilities and C&I sectors. Our geographic footprint spans nine states and four major RTOs, with approximately 1,000 MW in deployed operating assets with an estimated current replacement value of approximately $1.5 billion. Our proprietary generator and software technology platform is trusted by leading enterprises and utilities to deliver reliable, dispatchable, and cost-effective power across a rapidly expanding footprint.

Our Key Highlights of Deployed Assets and Contracted Power System Sales Backlog

Our first distributed power system was commissioned in 2011 and since then our operations have grown to approximately 400 operational sites, with approximately 1,000 MW deployed operating power systems, approximately $1.5 billion in deployed operating assets and approximately $1.3 billion in Contracted Power System Sales Backlog as of March 31, 2026 representing approximately 3x faster growth than the market from 2024 to 2025.

Our Primary End Markets



Data Centers (Speed-to-Power). We partner with hyperscale and "colocation" data centers and anticipate partnering with AI model developers that are independently building or expanding dedicated data center infrastructure, providing rapid deployment of scalable, utility-grade backup and bridge power solutions. Our technology enables data centers to accelerate site commissioning, meet stringent reliability, sound and emissions requirements while supporting AI-driven load growth. We can provide power generation solutions for data center customers that enables fast-track data center construction and operation with prime power, ability to accelerate access to grid interconnection, prescribed flexibility and revenue generating grid services, and supports 24/7 reliable operations—all from a single generator technology platform, our ERock Platform, across the lifecycle of a data center buildout and operation.

Utilities (Grid Stability and Cost-Effective Capacity Expansion). Utilities leverage our distributed power generation assets to address rate pressure, grid stability, reliability and emergency backup, and capacity constraints and demand response. Our power systems offer dispatchable, cost-effective capacity that helps utilities avoid costly infrastructure upgrades and respond to regulatory demands for cleaner, more resilient power and supports overall grid stability during peak demand or scarcity events. We also have proven partnerships with major utilities in storm-prone and high-growth regions. We offer our solutions through turnkey system sales, in which we design, deploy and operate our power systems as fully integrated, customer-ready offerings, under white-label arrangements that allow our customers (e.g., a utility) to present these systems as part of their own branded energy solutions. We also enter into capacity offtake agreements that are structured to reflect the high availability and performance of our aggregated portfolio of distributed generation assets. In addition, our longstanding relationships with utilities help large loads navigate the interconnection process and meet the technical and contractual requirements necessary to secure flexible conditional firm

interconnections, creating a meaningful speed-to-power pathway for rapid deployment and earlier access to reliable capacity.

Commercial and Industrial (Resilience). C&I customers—including retailers, manufacturers, healthcare providers, logistics companies and government entities—rely on us for resilient backup power and operational continuity as well as cost savings from grid services like peak demand reduction. Our power system solutions help protect critical infrastructure and enterprise operations from power outages and other grid disturbances, reduce emissions and support sustainability goals compared to traditional resilience solutions, such as diesel.

Our Competitive Strengths

We believe the following characteristics differentiate us from our peers and uniquely position us to execute on our strategy to create value for our stakeholders:

Reliable, Fast-Response Generator Technology. Our patented natural gas generator technology achieves diesel-equivalent transient performance response requirements, which is a critical capability for data centers that experience highly dynamic electrical loads. These facilities routinely see rapid fluctuations in power demand within milliseconds due to workload spikes, server startups and cooling system adjustments. Modern data centers, particularly large, high-density facilities supporting AI training, cloud computing and other high-performance workloads, and next-generation semiconductor chips such as AI accelerators, GPUs and custom silicon are placing growing demands on electrical power systems. These environments draw enormous and highly variable amounts of electricity and are far more sensitive to power quality than prior generations of computing infrastructure. Even very brief frequency deviations, voltage dips, or other grid disturbances can cause system instability, performance degradation, or costly downtime. As a result, these facilities increasingly require the ability to maintain continuous operation during short-duration grid disturbances, supported by fast, on-site frequency control and power stabilization capabilities. Strong transient response enables stable voltage and frequency during these sudden changes and supports seamless transitions between grid power, on-site generation and battery storage systems, helping to prevent equipment malfunctions, data corruption and costly downtime. Our natural gas generators also offer meaningful reliability advantages over diesel-based solutions, which depend on continuous fuel deliveries that can be disrupted by severe weather, transportation constraints or supply-chain interruptions. By contrast, our power systems operate on natural gas delivered through a resilient underground natural gas infrastructure, which reduces the operational risks associated with refueling. We believe that the combination of diesel-equivalent transient performance and a reliable fuel supply positions our power systems to meet the demanding requirements of mission-critical data center operations.

Comprehensive Partner for Reliable Power Solutions. We serve as a comprehensive partner for reliable, resilient and rapidly deployable distributed power solutions. Through our vertically integrated ERock Platform, we provide turnkey, cost-effective solutions that supplement and optimize traditional grid power and infrastructure. Our platform encompasses the entire asset lifecycle—from design, initial site development, interconnection and permitting to engineering, procurement, construction, commissioning, operations, maintenance and asset management—under a single, coordinated delivery model that reduces complexity and streamlines execution for our customers. Unlike the fragmented offerings of our competitors, our ERock Platform integrates our ESI, O&M and asset-management services capabilities with our deep development, operational and market domain expertise in multi-purpose, distributed power systems to deliver our patented natural gas generator power systems engineered for 99.999% reliability. This comprehensive proficiency allows us to deliver value to our customers from inception of a project through the useful life of the asset. By leveraging our deep engineering and construction expertise, we are able to design, assemble and rapidly integrate our distributed power systems tailored to customer needs at scale. Once commissioned, our in-house market operations specialists and software-enabled asset management services allow customers to leverage the multi-purpose design of our power systems—backup, bridge and grid services—to monetize their distributed assets through grid services, demand response and market participation, supporting customers to maximize asset value

and reduce total cost of ownership. Our ERock Platform is reinforced by our extensive field-services expertise, built over a decade of operating at hundreds of sites, and proprietary, purpose-built Granite software that captures extensive real-time telemetry and operational performance data, enabling predictive analytics, dynamic maintenance scheduling and system optimization. Whether deployed for bridge, dispatchable or backup power applications, our ERock Platform's comprehensive capabilities uniquely position us to deliver accelerated time-to-power and firm resiliency solutions.

Highly Differentiated, Proprietary Power System Serving Multiple Use Cases. Our highly differentiated, proprietary natural gas power systems are engineered to serve multiple mission-critical use cases through a single integrated power system. Leveraging our quick-response, patented generator technology and modular, emissions-advantaged design, our power systems provide cost-effective, resilient and turnkey solutions for bridge, dispatchable and backup power applications. As bridge power, our power systems enable the rapid deployment of reliable capacity that arrives with customer load demand and mitigates delays associated with long-lead grid capacity upgrades. As dispatchable capacity, our power systems function as on-demand, fast-response resources that support grid stability and help large energy users balance load demand and participate in market-driven dispatch strategies. As backup power, our power systems deliver highly reliable continuity for mission-critical operations during grid disruptions or extreme weather events such as extreme temperatures, earthquakes, hurricanes, typhoons, derechos, wildfires and flash floods. Our power systems come integrated with our purpose-built Granite platform, which enables real-time monitoring, predictive diagnostics and dynamic asset optimization. With advanced data analytics, sub-second data collection and fleet-wide benchmarking, Granite supports preventive maintenance, remote dispatch and market participation, supporting operational efficiency and maximizing asset value. Our power systems multi-use capability, combined with best-in-class emissions, a compact footprint and a standardized, scalable packaging architecture, represents a unique customer value proposition, offering superior performance, rapid deployment and compliance with the most stringent standards.

Engineered for Rapid Deployment and Scale. Our patented natural gas generator technology is engineered for rapid installation, serviceability and ultra-low local emissions in compliance with CARB-DG. Our CARB ultra-clean emissions package reduces key pollutants (NMHC, NOx, CO) by approximately 95%+ relative to diesel. The compact footprint and modular design of our pre-integrated RockBlock systems enable rapid deployment and easy siting, while oversized cooling systems and extensive telemetry support optimal performance and compliance with the most stringent operating standards, which supports an accelerated permitting process and community acceptance. Our ability to construct modular strings of back-to-back generators, each with a smaller individual footprint than comparable natural gas reciprocating generators, allows us to achieve systems with approximately half the footprint of comparable natural gas reciprocating generator systems. The standardization of our RockBlock fleet further allows us to deliver reliable, cost-effective power solutions at scale as it simplifies maintenance by enabling uniform service procedures, interchangeable parts and consolidated training programs, which lowers downtime and improves reliability, allows us to optimize performance monitoring and implement uniform operational protocols, resulting in higher utilization and reduced variability in output, and provides economies of scale in procurement and inventory management, while accelerating deployment timelines for new projects by reducing variability and complexity. We believe our power systems are well positioned to enable our customers to deploy reliable, dispatchable utility-grade power at scale faster than our competitors.

Significant Track Record and Feedback Loop Supporting Continuous Improvement. Our experience across approximately 400 sites representing approximately 1,000 MW of commissioned capacity over 15 years of operations provides us with a uniquely robust data foundation supporting continuous improvement of our technology and processes. This scale of real-world operating experience—built over 1.9+ million runtime hours across our entire fleet and reflected in our long-standing field services and engineering capabilities—enables us to optimize power system performance and enhance our core services for all of our customers. As a vertically integrated provider, we capture operational learnings across the entire lifecycle of all of our power systems,

allowing us to systematically feed customer, field and operational performance data back into our design, engineering, assembly, commissioning, O&M and asset management processes. This closed-loop feedback mechanism supports measurable gains in enhancing our product offerings, services and assembly performance and enables us to leverage the insights gained from across our entire fleet to deliver more to our customers and stakeholders.

Embedded Relationships with Utilities, ISOs and Policy Makers. We have built deep, long-standing relationships with leading utilities, ISOs and policymakers across the United States—partnerships founded on trust, proven performance and a track record of delivering value in mission-critical applications. In several cases, these relationships have resulted in proprietary offtake and commercial arrangements with utilities such as Entergy and CPS Energy, as well as other potential arrangements that are under development. These arrangements involve bespoke, utility-specific carve-outs and structures that are not available on a generalized tariff basis and are not broadly accessible to other market participants, reflecting a high degree of confidence in our capabilities and operating model. These relationships enable us to execute effectively because the utilities, ISOs and policy makers know us, rely on our expertise and work closely with us to address their most pressing challenges. We also actively help create new markets for utilities by opening opportunities in both regulated and deregulated jurisdictions while securing attractive economics for our customers. Our positioning also facilitates faster interconnections and tailored solutions for our customers, whether the objective is to increase available capacity, support grid resilience initiatives or improve outcomes within existing utility and ISO frameworks. By serving as a trusted intermediary between companies and utilities and ISOs, we align interests, help solve complex problems and unlock new business opportunities, including from utility-sponsored projects and direct referrals from utilities that view us as a reliable partner with demonstrated ability to deliver differentiated solutions.

Asset-Light Business Model Supports Balance Sheet. Our asset-light business model enables us to scale efficiently while supporting a strong and flexible balance sheet. Because we do not lease or own the power systems we deploy—and instead sell those systems to customers, including third-party investors—the assets do not reside on our balance sheet and are typically financed through customer or investor payments, allowing us to recycle capital rapidly and avoid the capital-intensive burden typical of traditional infrastructure models. As a result, we require significantly lower capital expenditure than our peers and do not expect to require external capital to support our growth for the foreseeable future. In addition, because we provide comprehensive O&M and asset-management services through the ERock Platform, each power system we deploy has the potential to become an additional source of ongoing services revenue with limited incremental cost or capital. This business model avoids idle-asset risk, creates meaningful operating leverage as every additional MW we install can expand our service base and enables us to grow while preserving both capital efficiency and balance-sheet strength.

Long-term Contracted Services and O&M Revenue from a Growing Installed Base. With approximately 1,000 MW of installed capacity today, we have built a portfolio of long-term O&M and asset management services contracts, which we expect to grow over time as we continue to deploy our integrated power systems. These services contracts typically have a term of 5 to 15 years, and today our portfolio of services contracts have a weighted average remaining contract tenor of approximately 10 years and a historical customer renewal rate of 100%. As such, our services contracts represent a recurring, high-margin revenue stream that provides multi-year revenue visibility and supports predictable cashflow generation. Our O&M and asset management services offerings are designed to enhance the economics, efficiency, reliability and useful life of customer-owned generating units through advanced O&M, asset management and technology-enabled performance optimization. These capabilities reduce outage duration, improve system availability and increase energy output, while lowering lifecycle operating costs. Long-term services agreements are key elements of our business model and support the continued adoption and expansion of our ERock Platform. As our installed base continues to grow, we expect our ongoing services revenue to grow.

Seasoned Leadership Team with Multi-Decade, Cross-Functional Experience. Our management team brings over 150 years of combined experience across energy, technology, software, trading, risk management and industrial operations, including major roles at global energy companies, technology firms and infrastructure providers. This leadership is complemented by a workforce with deep cross-functional expertise in engineering, procurement, construction, operations, maintenance, asset management, market operations and customer support, supporting successful execution of complex, large-scale power projects.

Our Business Strategies

We intend to achieve our primary business objective of creating value for our stockholders through the following business strategies:

Execute on Contracted Power System Sales Backlog. Our near- and medium-term revenue is substantially dependent on the disciplined execution of our approximately $1.3 billion of Contracted Power System Sales Backlog as of March 31, 2026, which is expected to support multi-year growth across power system sales revenues and ongoing O&M and asset management services revenues. This backlog reflects signed customer commitments with defined delivery schedules and represents a substantial pipeline of contracted revenue that we expect to convert into revenues over multiple years. We are focused on executing this backlog on time, on budget and at scale, leveraging our vertically integrated ERock Platform, scalable assembly operations and capital-light business model. Our standardized, modular system design, multi-sourced supply chain and expanding assembly capacity at our Titan and Hyperion facilities are specifically aligned to support high-volume deployment without requiring significant incremental capital investment. We believe we are well positioned to convert our Contracted Power System Sales Backlog into deployed MW efficiently while maintaining quality, margins and reliability for customers with mission-critical power needs.

Expand Partner Network. We are expanding our partnerships with leading data center operators, energy service providers, engineering firms, consultants, and power infrastructure manufacturers to support our customers' need for rapid growth and resilient, scalable and clean power. Our solutions enable speed-to-power, emissions compliance and operational continuity for the most demanding digital infrastructure clients. Additionally, independent system operators and vertically integrated utilities are stipulating load flexibility as a means to accelerate interconnection to the grid, which we can provide without affecting the workloads by dispatching onsite generation. Coupled with bridge and backup power, we can provide a complete onsite power solution that achieves speed-to-power years earlier than current practice.

Scale Utility Flexibility Market. We are growing our presence with utilities seeking cost-effective, dispatchable capacity to address rate pressure, grid reliability and regulatory requirements. Our distributed power generation assets provide utilities with lower cost, dispatchable and low-emission alternatives to traditional infrastructure, supporting grid stability and customer resiliency. Fast dispatching generating capacity without duration limitations can support resource adequacy requirements, and when co-located with load or at renewable plant interconnections we can achieve lower costs and faster deployment than traditional options since no interconnection study is needed.

Continue to Expand C&I Core. We are seeking to broaden our C&I customer base and grow within existing customers, delivering resilient backup and bridge power solutions for critical infrastructure, retail, manufacturing and logistics. The aging grid, increasing loads and operational impacts of power outages has resulted in increased market interest in our proven natural gas backup power managed solution. We are targeting large multi-site customers who are adopting new strategies to address these risks across their enterprise. We derive a substantial portion of our revenue and Contracted Power System Sales Backlog from a limited number of customers. For the quarter ended March 31, 2026, three customers accounted for 37%, 13% and 12%, respectively, of our revenue. For the year ended December 31, 2025, three customers accounted for 18%, 16%, and 14%, respectively, of our revenue. For the year ended December 31, 2024, three customers accounted for 19%, 17%, and 17%, respectively, of our revenue.

Diversify Assembly and Supply; Expand Capacity. Historically, we utilized a third party to assemble our power systems. In 2025, we began assembling our power systems internally at our Titan facility, and we are seeking to further increase our assembly capacity in the second half of 2026 with the development of our Hyperion facility. We are investing in new assembly capacity and diversifying our supply chain to support growth, expand margins and enhance product availability. Because we control the design, engineering and certification of our power systems, we are working to incorporate field experience into the engineering of our products to improve reliability and lower cost by optimizing the components used in our generator. These optimizations can enhance product performance, reduce component and manufacturing costs, improve ease of assembly and lower the potential for rework incidents. As we seek to scale our manufacturing capacity, we intend to further diversify our supplier base and transition additional high-margin components to in-house assembly to improve supply-chain certainty and reduce cost.

Enhance Core Technology to Deliver More. We are committed to the continued innovation of our generator and power systems platform. Building on the success of our RockBlock systems, we are seeking to enhance our core capabilities and address emerging applications and by integrating advanced technologies such as storage and turbines to enhance our platform's flexibility and address a broader range of customer needs as our target markets mature. As part of these efforts, we expect to continue to increase the prime power rating of our current generator platform based on data gathered from assembly operations, supporting an increase in power density at customer sites. We are also pursuing improvements to simplify and extend the intervals between preventative maintenance activities, and, by leveraging Granite, we are seeking to move away from fixed, hour-based maintenance schedules to variable maintenance intervals based on actual usage patterns.

Deepen Integration with Renewables. We are seeking to further incorporate renewable power capabilities with our power systems. Integrating our power systems with renewable energy generation and storage systems could enhance the speed at which our power systems could be deployed because existing interconnection can be used to bypass interconnection queues, further strengthening our speed-to-power solution. Combining our power systems with renewable energy generation and storage systems can also enable customers to potentially maximize their use of renewable power by prioritizing the output of renewables when available and then leveraging the dispatch capabilities during periods when renewable sources are unavailable or producing less, which supports grid reliability while reducing emissions. Battery energy storage systems can complement this strategy by providing additional dispatch capability, supporting stable and efficient delivery of power.

Expand Granite Software Ecosystem and O&M and Asset Management Services. We are investing in the continued development of our Granite software platform, which provides real-time monitoring, high-resolution data collection and analytics that support predictive diagnostics and dynamic asset optimization. These capabilities directly enable and enhance the delivery of our O&M and asset management services. Granite collects and analyzes far more data points than typical monitoring systems, allowing it to more quickly detect short-term performance variability. With Granite, ERock can observe long-term operational trends and unit-to-unit outliers across a site or fleet, which supports a predictive maintenance program, thereby reducing unplanned outages and lowering lifecycle costs. By utilizing Granite to more effectively deliver our O&M and asset-management services to third-party asset owners, we aim to create long-term recurring revenue streams that grow alongside our installed base as well as enhance customer value through greater operational efficiency and improved asset performance.

Organizational Structure

We currently conduct our business through ER Holdings and its subsidiaries.

UP-C Structure

Prior to the completion of this offering, we intend to undertake certain transactions as part of a reorganization (the "Reorganization") described under "Organizational Structure" below. Immediately following

the Reorganization and this offering, we will be a holding company, and our sole material asset will be Class A Units in ER Holdings, which we will hold either directly or indirectly through one or more wholly owned subsidiaries. We (or one of our wholly owned subsidiaries) will be the sole managing member of ER Holdings and, in that capacity, will operate and control all of ER Holdings' business and affairs, and, through ER Holdings and its subsidiaries, will conduct our business. As a result, the consolidated financial statements of ERock will recognize the assets and liabilities received in the Reorganization at their historical carrying amounts, as reflected in the historical financial statements of ER Holdings. We will consolidate ER Holdings on our consolidated financial statements and record a noncontrolling interest related to the Class B Units and Class M Units in ER Holdings on our consolidated balance sheet and statement of income.

Our organizational structure is commonly referred to as an "UP-C" structure, which is often used by partnerships and limited liability companies that are undertaking an initial public offering. The UP-C structure provides the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders with the potential income tax advantages associated with owning interests in an entity classified as a partnership for U.S. federal income tax purposes. One of the tax benefits to the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders associated with our UP-C structure is that future taxable income of ER Holdings that is allocated to the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders will be taxed on a flow-through basis and therefore will not be subject to entity-level U.S. federal income taxes at ER Holdings. Additionally, because the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders may cause their membership interests in ER Holdings to be redeemed by ER Holdings (or, at our option, directly exchanged by ERock) for, at our election, either cash or newly issued shares of our Class A common stock on a one-for-one basis (subject to customary adjustments, including for stock splits, stock dividends, and reclassifications), the UP-C structure also provides the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders with potential liquidity that holders of non-publicly traded limited liability companies are not typically afforded. We do not believe that our UP-C organizational structure will give rise to any significant business or strategic benefit or detriment to us. See the section entitled "*Risk Factors—Risks Related to Our Corporate Structure, Our Class A Common Stock and this Offering*" for additional information on our organizational structure, including the Tax Receivable Agreement.

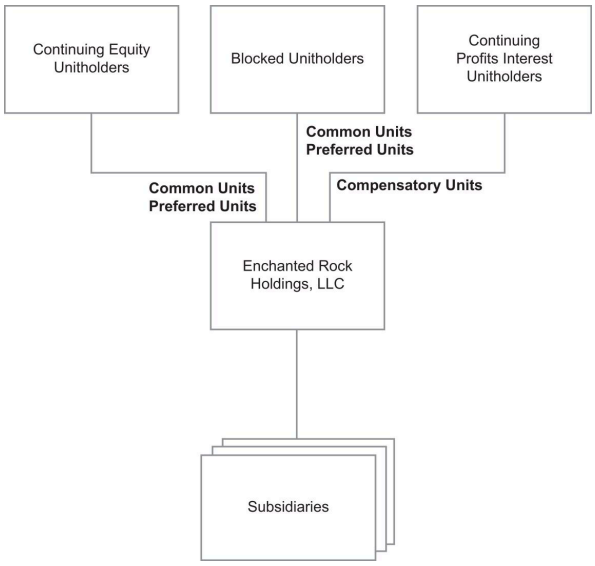
Tax Receivable Agreement

In connection with this offering, we will enter into a Tax Receivable Agreement (the "Tax Receivable Agreement") for the benefit of certain Continuing Equity Unitholders, Continuing Profits Interest Unitholders and Blocked Unitholders (the "TRA Beneficiaries"), including Energy Impact Fund (FT-B) LP and Energy Impact Fund (FT-D) LP. Pursuant to the Tax Receivable Agreement, we will pay 85% of the amount of the net cash tax savings, if any, that we are deemed to realize as a result of (i) certain increases in, or adjustments to, the tax basis of assets of ER Holdings and its subsidiaries resulting from exchanges of ER Holdings membership interests in the future, (ii) certain tax attributes available to us as a result of the Reorganization, and (iii) certain other tax benefits related to our entering into the Tax Receivable Agreement, including tax benefits attributable to payments that we make under the Tax Receivable Agreement. Generally, payments under the Tax Receivable Agreement will be made to the TRA Beneficiaries based on the tax assets, including basis step-ups and certain other tax assets, delivered by those TRA Beneficiaries in connection with the IPO and in the future. Such payments will reduce the cash provided by the tax savings generated from the previously described transactions with the TRA Beneficiaries that would otherwise have been available to ERock for other uses, including reinvestment or dividends to holders of our Class A common stock.

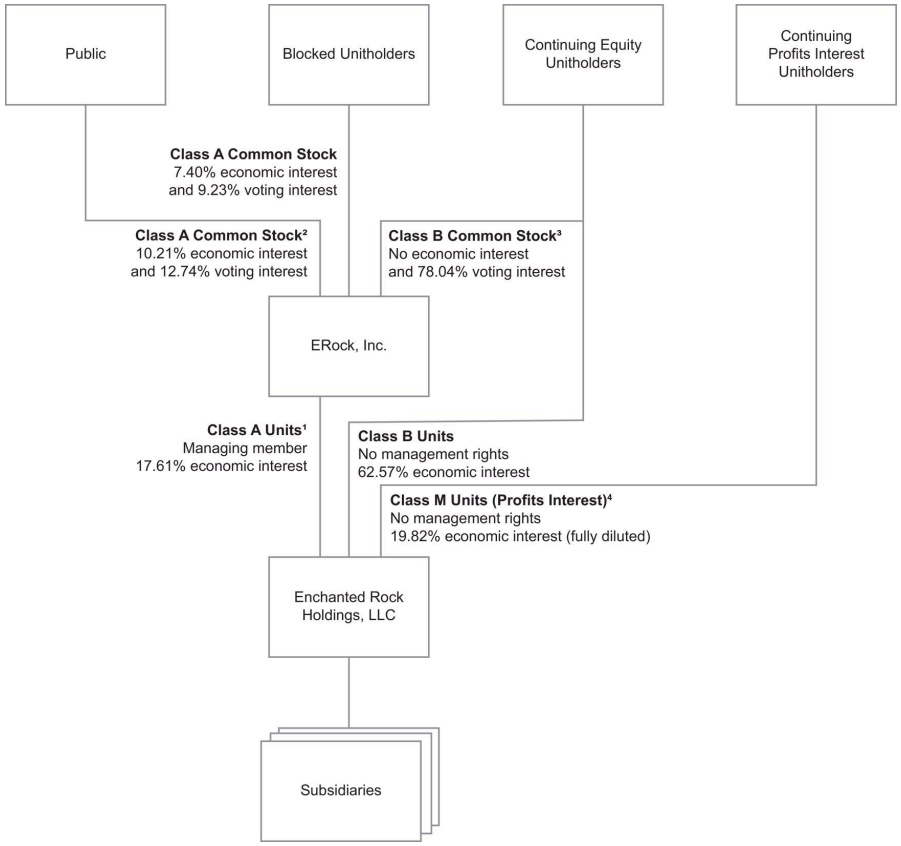
The amount payable under the Tax Receivable Agreement generally will be based on an annual calculation of the reduction in our U.S. federal, state, local and non-U.S. taxes resulting from the use of certain pre-IPO tax attributes in the Blocker Companies and tax benefits resulting from sales and exchanges by the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders. We expect that the payments that we may be

required to make under the Tax Receivable Agreement may be substantial. For the sake of illustration, assuming all outstanding membership interests in ER Holdings held by TRA Beneficiaries are exchanged for shares of Class A common stock immediately after this offering, the estimated tax benefits would be approximately $1,399.8 million and the related undiscounted payment to the TRA Beneficiaries equal to 85% of the benefit would be approximately $1,189.8 million, assuming (i) exchanges occurred on the same day, (ii) a share price of $21.50 per share of Class A common stock, (iii) no material changes in relevant tax law, (iv) a constant combined effective income tax rate of 22% and (v) that we have sufficient taxable income in each year to use on a current basis the increased depreciation, amortization and other tax benefits that are the subject of the Tax Receivable Agreement. Additionally, if we were to elect to terminate the Tax Receivable Agreement immediately after this offering, based on an initial public offering price of $21.50 per share of our Class A common stock, we estimate that we would be required to pay approximately $657.0 million in the aggregate under the Tax Receivable Agreement. This early termination payment is equal to the present value of all payments that would be required to be paid by ERock under the Tax Receivable Agreement, and is determined by taking into account certain assumptions and using a discount rate equal to the lesser of (a) 6.5% and (b) the Secured Overnight Financing Rate, as reported by the Wall Street Journal (SOFR) plus 400 basis points. See "*Organizational Structure*" and "*Certain Relationships and Related Person Transactions—Proposed Transactions with ERock, Inc.—Tax Receivable Agreement*."

The following diagram reflects our simplified organizational structure immediately prior to the consummation of the Reorganization.



The diagram below depicts our organizational structure following the completion of the Reorganization and this offering (assuming no exercise of the underwriters' option to purchase additional shares).



(1) At the closing of this offering, ERock will own 48,124,888 Class A Units of ER Holdings.

(2) Each share of Class A common stock of ERock will be entitled to one vote and will vote together with the Class B common stock as a single class, except as provided in our amended and restated certificate of incorporation or required by law. See "*Description of Capital Stock—Common Stock—Class A Common Stock.*"

(3) Each share of Class B common stock is entitled to one vote and will vote together with the Class A common stock as a single class, except as provided in our amended and restated certificate of incorporation or required by law. The Class B common stock will have no economic rights in ERock. See "*Description of Capital Stock—Common Stock—Class B Common Stock.*"

(4) The economic interest represents profits interest on a fully diluted basis, assuming all Class M Units have vested and achieved their respective threshold amounts. See "*Organizational Structure—Reclassification and Amendment and Restatement of the Limited Liability Company Agreement of ER Holdings.*"

Our Sponsor

Energy Impact Partners LP (our "Sponsor") is an energy-focused investment firm that invests across venture, growth, and credit strategies. Our Sponsor's investor base includes utilities, energy companies and industrial partners. Our sponsor seeks to support portfolio companies in the development and commercialization of energy technologies.

Our Sponsor formed Energy Impact Fund (FT-B) LP and Energy Impact Fund (FT-D) LP (collectively, "Energy Impact Fund") in February 2017 for the principal purpose of indirectly holding equity interests in ER Holdings. Upon completion of this offering, Energy Impact Fund will beneficially own 19,302,379 shares of our Class A common stock and 83,244,747 shares of our Class B common stock, representing approximately 47% of our total common stock outstanding, and accordingly, it will control 47% of the voting power of our common stock with respect to director elections.

Implications of Being an Emerging Growth Company

As a company with less than $1.235 billion in revenue during our last fiscal year, we qualify as an emerging growth company ("EGC") as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). For so long as we remain an EGC, we are permitted, and have elected, to rely on exemptions from specified disclosure requirements that are applicable to other public companies that are not EGCs. These exemptions include:

- being permitted to provide only two years of audited financial statements, in addition to any required unaudited interim financial statements, with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board (the "PCAOB") regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements;
- reduced disclosure obligations regarding executive compensation; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and obtaining stockholder approval of any golden parachute payments not previously approved.

We may take advantage of these provisions for up to five years following completion of this offering or such earlier time when we are no longer an EGC. We will cease to be an EGC if we have more than $1.235 billion in annual revenue, have more than $700.0 million in market value of our capital stock held by non-affiliates or issue more than $1.0 billion of non-convertible debt over a three-year period. We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of some reduced reporting requirements in this prospectus. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you may hold stock. For a description of the qualifications and other requirements applicable to emerging growth companies and certain elections that we have made due to our status as an emerging growth company, see "*Risk Factors—Risks related to our Corporate Structure, our Class A Common Stock and this Offering—For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements, including those relating to accounting standards and disclosure about our executive compensation, that apply to other public companies*."

The JOBS Act provides that an EGC may take advantage of an extended transition period for complying with new or revised accounting standards. We intend to take advantage of all the reduced reporting requirements

and exemptions, including the longer phase-in periods for the adoption of new or revised financial accounting standards under Section 107 of the JOBS Act until we are no longer an emerging growth company. Our election to use the phase-in periods permitted by this election may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the longer phase-in periods under Section 107 of the JOBS Act and who will comply with new or revised financial accounting standards. If we were to subsequently elect instead to comply with these public company effective dates, such election would be irrevocable pursuant to Section 107 of the JOBS Act.

Corporate Information

Our principal executive offices are located at 1113 Vine Street, Suite 101, Houston, Texas 77002. Our website address is *www.erock.com*. We expect to make our periodic reports and other information filed with or furnished to the SEC available, free of charge, through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information contained on our website or linked therein or otherwise connected thereto does not constitute part of and is not incorporated by reference into this prospectus or the registration statement of which this prospectus forms a part.

Summary of Our Risk Factors

An investment in our Class A common stock involves risks. Among these important risks are the following:

- Our business depends on demand for distributed energy generation in the United States, which is an emerging and rapidly evolving market. The development of this market, and demand for our power system solutions from data center, utility, C&I, healthcare and retail end markets, is uncertain and may not proceed as we expect. If distributed energy generation or our power system solutions do not achieve widespread acceptance or demand is lower than anticipated, our business, prospects, financial condition and results of operations could be materially and adversely affected.
- Certain estimates of market opportunity and forecasts of market growth included in this prospectus may prove to be inaccurate.
- We have incurred significant losses in the past and we may not be able to achieve or sustain profitability in the future.
- We may not recognize all revenues from our Contracted Power System Sales Backlog or receive all payments anticipated from our Annualized Recurring Service Revenue. If we do not receive all of the revenue we currently expect to receive, our business, prospects, financial condition and results of operations could be materially and adversely affected.
- Our business is subject to risks that may arise in the course of completing installations, including those associated with construction, utility interconnection, fuel supply, cost overruns and delays. Because our financial condition, results of operations and reputation depend on the timely installation of our power systems, failures or delays in completing installations on a regular and timely basis could materially and adversely affect our business.
- We derive a substantial portion of our revenue and Contracted Power System Sales Backlog from a limited number of customers. The loss of, or events affecting, one of our major customers could reduce our power system sales and have a material adverse effect on our business, financial condition, results of operations and key operating metrics.
- We face significant competition and many of our competitors are larger and have more resources.
- Our business involves many hazards and operational risks, some of which may not be fully covered by insurance, customer indemnifications or other liability protections. The occurrence of a significant

accident or other event that is not fully covered by insurance, customer indemnifications or other liability protections could curtail our operations and have a material adverse effect on our business, financial condition and results of operations.

- A significant portion of our revenue is derived from operations in Texas and California, making us vulnerable to risks associated with geographic concentration generally and Texas and California specifically, including supply and demand factors, regulatory changes and severe weather impacts that could have a material adverse effect on our business.
- Our power systems have significant upfront costs, and, for some customers, they need to attract investors to help them finance purchases.
- Monetization of our power systems can be affected by interconnection requirements, independent system operator requirements and utility tariff requirements that are each subject to change. Accordingly, our customers may not receive any benefit from exporting excess electricity or natural gas capacity back to the grid, or from displacing their own load during peak periods, which could adversely affect demand for our power systems.
- Our future success depends in part on our ability to maintain and increase assembly capacity for our power systems, and we may not be able to do so in a timely or cost-effective manner. Our limited history of assembling our power systems internally makes it difficult to evaluate our future prospects and the challenges we may encounter.
- Any significant disruption to the operations at our assembly facilities could delay the assembly of our power systems, which would harm our business and results of operations.
- The failure of our third-party suppliers to deliver the necessary components or materials of our power systems in a timely manner and to the required specifications could prevent us from delivering our power system solutions within required timeframes and could cause installation delays, cancellations, penalty payments and damage to our reputation.
- Possible new trade tariffs could have a material adverse effect on our business.
- We are subject to laws and regulations that could impose substantial costs upon us and cause delays in the delivery and installation of our power systems.
- Our failure to protect our intellectual property rights may undermine our competitive position, and litigation to protect our intellectual property rights may be costly.
- Our patent applications may not result in issued patents, and our issued patents may be successfully challenged in litigation or post-grant proceedings, either of which may have a material adverse effect on our ability to prevent others from commercially exploiting power system solutions similar to ours.
- We may need to defend ourselves against claims that we infringed, misappropriated or otherwise violated the intellectual property rights of others, which could divert management's attention, cause us to incur significant costs and prevent us from selling or using the technology to which such rights relate.
- We identified material weaknesses in our internal control over financial reporting, and, if not remediated effectively, our ability to produce timely and accurate financial statements or comply with applicable laws and regulations could be impaired, which could result in loss of investor confidence in the accuracy and completeness of our financial reports and materially adversely affect our results of operations and stock price.
- Operational disruptions in our areas of operation from weather, natural disasters, terrorism or other similar causes could impact our business, financial condition and results of operations.

- We may be subject to disruptions or failures in information technology systems and network infrastructures that could have a material adverse effect on our business, financial condition and results of operations.
- Conflicts of interest could arise in the future between us, on the one hand, and our Sponsor and entities owned by or affiliated with it (including Energy Impact Fund), on the other hand, concerning among other things, business transactions, potential competitive business activities or business opportunities.
- A significant reduction by our Sponsor of its ownership interest in us or our Sponsor's ownership interest in Energy Impact Fund could materially and adversely affect us.
- The Class M Units in ER Holdings will cause increasing dilution to holders of Class A common stock and holders of Class B Units, pro rata, if our business appreciates in value.
- We will depend on distributions from ER Holdings to pay any taxes and other expenses, including payments under the Tax Receivable Agreement.
- We are required to pay to the TRA Beneficiaries 85% of the tax benefits we receive from tax basis step-ups (and certain other tax assets) attributable to our acquisition of Legacy ER Holdings Units in connection with the IPO and in the future, and the amount of those payments may be substantial.
- The application of certain valuation assumptions under the Tax Receivable Agreement in the case of certain changes of control or other events may impair our ability to consummate change of control transactions or negatively impact the value received by owners of our Class A common stock.
- In certain circumstances, cash and other assets retained by ERock may disproportionately benefit the Continuing Equity Unitholders and Continuing Profits Interest Unitholders relative to holders of our Class A common stock.
- If ER Holdings is or were to become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, we and ER Holdings might be subject to potentially significant tax inefficiencies, and we would not be able to recover payments previously made by us under the Tax Receivable Agreement, even if the corresponding tax benefits were subsequently determined to have been unavailable due to such status.

You should carefully read and consider the information set forth under the heading "Risk Factors" beginning on page 36 and the other information in this prospectus before investing in our Class A common stock.

THE OFFERING

Issuer	ERock, Inc.
Class A common stock offered by us	27,906,977 shares of Class A common stock (or 32,093,023 shares of Class A common stock if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
Underwriters' option to purchase additional shares of Class A common stock from us	4,186,046 shares of Class A common stock.
Class A common stock outstanding immediately after this offering	48,124,888 shares of Class A common stock (or 52,310,934 shares of Class A common stock if the underwriters exercise their option to purchase additional shares of Class A common stock in full). Following the consummation of this offering, 20,217,911 shares of our Class A common stock will be owned by the Blocked Unitholders and 27,906,977 shares of our Class A common stock will be owned by public stockholders purchasing shares in this offering (or 19,588,375 shares and 32,093,023 shares, respectively, if the underwriters exercise in full their option to purchase additional shares of Class A common stock), assuming a price per share of $ 21.50, the midpoint of the range set forth on the cover page of this prospectus.
Class B common stock outstanding immediately after this offering	171,007,333 shares of Class B common stock. Class B common stock will be issued to holders of Class B Units of ER Holdings. 171,007,333 shares of our Class B common stock and corresponding Class B Units will be owned by the Continuing Equity Unitholders.
Voting power of Class A common stock immediately after this offering	21.97% (or 23.88% if the underwriters exercise in full their option to purchase additional shares of Class A common stock).
Voting power of Class B common stock immediately after this offering	78.04% (or 76.12% if the underwriters exercise in full their option to purchase additional shares of Class A common stock). Upon completion of this offering, the Continuing Equity Unitholders will initially own 171,007,333 shares of Class B common stock, representing 78.04% of the voting power of ERock, Inc.
Voting rights	We have two classes of authorized common stock: Class A common stock and Class B common stock. Each share of Class A common stock and Class B common stock will entitle the holder to one vote. Holders of our Class A common stock and Class B common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise provided in our amended and restated certificate of incorporation or as required by applicable law. See "Description of Capital Stock." When a Class B stockholder exchanges Class B Units of ER Holdings for the

	corresponding number of shares of our Class A common stock or, at our election, for cash, it will result in the automatic cancellation of the corresponding number of shares of our Class B common stock and, therefore, will decrease the aggregate voting power of our Class B stockholders. See "Description of Capital Stock—Common Stock."
Use of proceeds	We expect to receive approximately $552.5 million of net proceeds from this offering (or $636.7 million if the underwriters exercise in full their option to purchase additional shares of our Class A common stock), based upon the assumed initial public offering price of $21.50 per share (which is the midpoint of the price range set forth on the cover page of this prospectus), after deducting underwriting discounts and estimated offering expenses payable by us. See "Underwriting." We intend to use $368.3 million of the net proceeds of this offering to purchase 18,604,652 Class A Units from ER Holdings at a per interest purchase price equal to the per share price paid by the underwriters for our Class A common stock in this offering. We intend to cause ER Holdings to use the net proceeds of such purchase to repay approximately $30.0 million of the outstanding indebtedness under the 2025 Term Loan and a $3.0 million prepayment fee. We intend to use approximately $156 million of the remaining net proceeds to purchase Class B Units (including Class B Units converted from Class M Units) from certain of the pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers), at a per unit price equal to the per share price paid by the underwriters for our Class A common stock in this offering, and approximately $27.7 million to fund a cash payment to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger, due to fund management provisions requiring repurchases from Energy Impact Fund (FT-D) LP and Energy Impact Fund (FT-B) LP to be made on a pro rata basis. If the underwriters exercise their option to purchase additional shares of Class A common stock prior to the initial closing of this offering, we intend to use approximately $71.5 million of the additional net proceeds to purchase additional Class B Units and approximately $12.7 million to increase the cash payment to Energy Impact Fund (FT-B) LP in its Blocker Merger. If the underwriters exercise their option after the initial closing of this offering, we intend to use approximately $71.5 million to purchase additional Class B Units and approximately $12.7 million to repurchase shares of Class A common stock from Energy Impact Fund (FT-B) LP pursuant to a privately negotiated transaction. Please see "*Use of Proceeds*" for a more complete description. Accordingly, we will not retain any of this portion of the proceeds. We intend to cause ER Holdings to use the remaining net proceeds for general corporate purposes, which may include deployment and manufacturing capacity, furthering commercialization of our power systems and expanding our product and services offerings.

	Please see "Use of Proceeds" for a more complete description of the intended use of proceeds from this offering.
Dividend policy	We currently anticipate that we will retain all future earnings, if any, to finance the growth and development of our business. We do not intend to pay cash dividends in the foreseeable future. Our future dividend policy is within the discretion of our board of directors and will depend upon then-existing conditions, including our results of operations, financial condition, capital requirements, investment opportunities, statutory restrictions on our ability to pay dividends, restrictions in our existing and any future debt agreements and other factors our board of directors may deem relevant. See "Dividend Policy."
Redemption Right	The Enchanted Rock Holdings, LLC Agreement will entitle the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders to cause ER Holdings to acquire Class B Units (and Class B Units converted from Class M Units), along with, in the case of the Continuing Equity Unitholders, the cancellation of an equal number of shares of Class B common stock, for shares of our Class A common stock on a one-for-one basis or, at our election, for cash. Where applicable, when a Class B Unit is redeemed for a share of our Class A common stock, the corresponding share of our Class B common stock will automatically be canceled. We have reserved for issuance shares of our Class A common stock, which is the aggregate number of shares of our Class A common stock expected to be issued over time upon the redemption by the holders of Class B Units, assuming we do not elect to redeem such Class B Units for cash.
Enchanted Rock Holdings, LLC Agreement	Upon completion of the Reorganization, ERock (or one of its wholly owned subsidiaries) will become the sole managing member of ER Holdings pursuant to the Enchanted Rock Holdings, LLC Agreement. As such, ERock will operate and control all of the business and affairs of ER Holdings and, through ER Holdings and its subsidiaries, conduct our business. See "Certain Relationships and Related Person Transactions—Proposed Transactions with ERock, Inc.—Limited Liability Company Agreement."
Tax Receivable Agreement	ERock and ER Holdings will enter into the Tax Receivable Agreement for the benefit of the TRA Beneficiaries, pursuant to which ERock will pay 85% of the amount of the net cash tax savings, if any, that ERock is deemed to realize as a result of (i) certain increases in the tax basis of assets of ER Holdings and its subsidiaries resulting from exchanges of ER Holdings Class B Units in the future, (ii) certain tax attributes available to us as a result of the Reorganization and (iii) certain other tax benefits related to ERock entering into the Tax Receivable Agreement, including tax benefits attributable to payments that ERock makes under the Tax Receivable Agreement. The payments that we may be required to make under the Tax Receivable Agreement may be substantial. Such payments will reduce the cash provided by the tax

	savings generated from the previously described transactions with ER Holdings and the TRA Beneficiaries that would otherwise have been available for other uses, including reinvestment or dividends to holders of our Class A common stock. See "Organizational Structure" and "Certain Relationships and Related Person Transactions—Proposed Transactions with ERock, Inc.—Tax Receivable Agreement."
Risk factors	You should carefully read and consider the information set forth in the section entitled "Risk Factors" beginning on page 36, together with all of the other information set forth in this prospectus, before deciding whether to invest in our Class A common stock.
Directed share program	At our request, the underwriters have reserved 5% of the shares of our Class A common stock to be issued by ERock and offered by this prospectus for sale, at the initial public offering price, to directors, officers, employees, and other designated individuals. If purchased by persons who have entered into lock-up agreements with the underwriters, these shares will be subject to a 180-day lock-up restriction. The number of shares of our Class A common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. Sales pursuant to the directed share program will be made by Morgan Stanley & Co. LLC (the "DSP Underwriter"). We have agreed to indemnify the DSP Underwriter in connection with the directed share program, including for the failure of any participant to pay for its shares. Other than the underwriting discounts and commissions listed on the cover of this prospectus, the underwriters will not be entitled to any commissions with respect to shares of Class A common stock sold pursuant to the directed share program. See "*Underwriting—Directed Share Program*."
Listing and trading symbol	We have applied to list our Class A common stock on the NYSE under the symbol "EROC."

Unless otherwise noted, Class A common stock outstanding after the offering and other information based thereon in this prospectus does not reflect any of the following:

- 225,177,206 shares of Class A common stock reserved for issuance upon the exchange of Class B Units that will be held by Class B stockholders following the completion of this offering (which includes 54,169,873 shares of Class A common stock reserved for issuance upon the exchange of Class B Units issued upon conversion of 57,355,160 Class M Units, based on the estimated exchange ratio of Class M Units to Class B Units at the time of this offering);
- 4,186,046 shares of Class A common stock issuable upon exercise of the underwriters' option to purchase additional shares from us;
- 19,721,900 shares of Class A common stock reserved for issuance under our 2026 Plan, which we plan to adopt in connection with this offering, including:
    - 1,076,975 shares underlying equity awards with an aggregate grant date fair value of approximately $23,155,000 that we intend to grant to certain independent directors and employees in connection with this offering, which, at the initial public offering price of $21.50 per share, would be comprised of approximately 1,076,975 shares of Class A common stock underlying

restricted stock units, which director restricted stock units will generally vest on the earlier of one year from grant or our next annual meeting of stockholders and which employee restricted stock units will generally vest three years from the date of grant; and

- 18,644,925 additional shares of Class A common stock to be reserved for future issuance of awards under the 2026 Plan.

Unless otherwise indicated in this prospectus, all information in this prospectus assumes:

- the completion of the Reorganization;
- that shares of our Class A common stock will be sold in this offering at an initial public offering price of $21.50 per share (the midpoint of the price range set forth on the cover page of this prospectus);
- no purchase of our Class A common stock by our current or former directors, officers, employees, business associates and related persons, through the directed share program described under the section titled "*Underwriting—Directed Share Program*;" and
- no exercise of the underwriters' option to purchase 4,186,046 additional shares of Class A common stock.

SUMMARY HISTORICAL CONSOLIDATED FINANCIAL DATA AND OPERATIONAL MEASURES

The following tables set forth the summary historical consolidated financial data and operational measures of ER Holdings for the periods and as of the dates presented. ER Holdings is considered our predecessor for accounting purposes, and its consolidated financial statements will be our historical financial statements following this offering. The summary historical consolidated financial data as of December 31, 2025 and 2024 and for the years ended December 31, 2025 and 2024 has been derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary historical consolidated financial data as of March 31, 2026 and for the three months ended March 31, 2026 and 2025 has been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus. The summary historical consolidated financial data and operational measures presented below is not indicative of the results to be expected for any future period.

The following information should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our audited consolidated financial statements and related notes thereto included elsewhere in this prospectus. The summary historical consolidated financial data included in this section is not intended to replace the financial statements and is qualified in its entirety by our financial statements and the related notes included elsewhere in this prospectus.

(in thousands, except unit and per unit amounts)	Three Months Ended March 31,		Years Ended December 31,	
Statements of Operations	**2026**	**2025**	**2025**	**2024**
Power system sales product revenues	$ 5,157	$ 6,072	$ 90,138	$ 53,976
Power system sales installation services revenues	10,765	7,960	47,810	38,363
Power system sales revenues	15,922	14,032	137,948	92,339
Ongoing services revenues	15,814	10,077	45,197	36,151
Total revenues	31,736	24,109	183,145	128,490
Cost of power system sales product revenues, excluding depreciation and amortization	3,779	5,428	75,754	50,748
Cost of power system sales installation services revenues, excluding depreciation and amortization	8,230	5,848	32,083	29,742
Cost of power system sales revenues, excluding depreciation and amortization	12,009	11,276	107,837	80,490
Cost of ongoing services revenues, excluding depreciation and amortization	13,234	9,137	37,314	30,790
Total cost of revenues, excluding depreciation and amortization	25,243	20,413	145,151	111,280
General and administrative expenses	20,943	16,866	68,741	57,887
Depreciation and amortization expense	1,301	1,056	3,993	1,859
Loss from operations	(15,751)	(14,226)	(34,740)	(42,536)
Interest expense	(1,451)	(1,978)	(755)	(14,331)
Loss on debt extinguishment	—	—	(24,182)	—
Other income, net	551	284	1,067	99
Loss before income taxes	(16,651)	(15,920)	(58,610)	(56,768)
Income tax expense	(561)	(17)	(420)	(158)
Net loss	(17,212)	(15,937)	(59,030)	(56,926)
Deemed dividends related to Series A preferred units	(816)	(755)	(3,110)	(2,880)
Net loss attributable to common units	$ (18,028)	$ (16,692)	$ (62,140)	$ (59,806)

(in thousands, except unit and per unit amounts) Statements of Operations	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025	Years Ended December 31, 2025	Years Ended December 31, 2024
Other Financial Data:				
Net loss margin	(54.2)%	(66.1)%	(32.2)%	(44.3)%
Adjusted EBITDA	$(12,417)	$(10,917)	$(22,646)	$(34,912)
Adjusted EBITDA margin	(39.1)%	(45.3)%	(12.4)%	(27.2)%

(In thousands)	March 31, 2026	December 31, 2025	December 31, 2024
Balance Sheets Data:			
Property, equipment and software, net	$ 30,677	$ 27,545	$ 26,781
Total assets	$564,077	$ 257,896	$ 207,684
Notes payable (includes current portion)	$ 63,202	$ 60,028	$ 70,772
Total liabilities	$645,491	$ 323,323	$ 224,421

(in thousands)	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025	Years Ended December 31, 2025	Years Ended December 31, 2024
Statements of Cash Flow Data:				
Net cash provided by (used in):				
Operating activities	$196,983	$(8,289)	$116,501	$(24,210)
Investing activities	(4,082)	(1,181)	(4,667)	(9,000)
Financing activities	(490)	9,493	(25,650)	31,243
	$192,411	$ 23	$ 86,184	$ (1,967)

Non-GAAP Financial Measures

Adjusted EBITDA, Adjusted EBITDA Margin, Adjusted Gross Profit and Adjusted Gross Margin are financial measures that are not prepared in accordance with GAAP. These non-GAAP financial measures should be read in conjunction with the most directly comparable financial measure calculated and presented in accordance with GAAP.

We believe presenting these non-GAAP financial measures provides useful information to investors because they highlight trends in our underlying operating performance, facilitate comparisons of our core results over time and across peers, and reflect how our management evaluates our business. We also use these non-GAAP financial measures internally for strategic planning, budgeting, forecasting, performance measurement, and resource allocation. We believe that providing investors with access to these measures allows for greater transparency and facilitates comparisons to our historical operating results.

These non-GAAP financial measures are not intended to be considered in isolation or as a substitute for the most directly comparable financial measure prepared in accordance with GAAP. In addition, other companies, including companies in our industry, may define these non-GAAP financial measures differently, which may limit their usefulness as comparative measures.

Adjusted EBITDA and Adjusted EBITDA Margin

Adjusted EBITDA and Adjusted EBITDA Margin are utilized by our management and other users of our financial statements such as investors, commercial banks, research analysts and others, to assess our operating performance**.** Management believes these measures are useful because they each allow us to

compare our operating performance on a consistent basis across periods. Management also believes Adjusted EBITDA is a useful indicator of our operating performance and Adjusted EBITDA Margin is useful because it provides insight on profitability.

Net loss is the GAAP measure most directly comparable to Adjusted EBITDA, and net loss margin is the GAAP measure most directly comparable to Adjusted EBITDA Margin. We define Adjusted EBITDA as net loss before net interest expense; depreciation and amortization expense; income tax expense; stock-based compensation; and other items management deems non-operational or not reflective of ongoing core operations (e.g. changes in fair value of unit liabilities, professional fees associated with debt and equity transactions, legal settlements). We define Adjusted EBITDA Margin as Adjusted EBITDA divided by total revenues.

The table below presents a reconciliation of net loss and net loss margin to Adjusted EBITDA and Adjusted EBITDA Margin:

	Three Months Ended March 31,		Years Ended December 31,	
(in thousands, except percentages)	2026	2025	2025	2024
Net loss	$(17,212)	$(15,937)	$(59,030)	$(56,926)
Interest expense	1,451	1,978	755	14,331
Depreciation and amortization expense	1,301	1,056	3,993	1,859
Loss on debt extinguishment	—	—	24,182	—
Income tax expense	561	17	420	158
Stock-based compensation	1,225	1,487	4,610	2,662
Change in fair value of warrants (1)	—	—	(1,752)	1,398
Non-recurring professional fees (2)	257	482	4,176	1,606
Adjusted EBITDA	$(12,417)	$(10,917)	$(22,646)	$(34,912)
Net loss margin	(54.2)%	(66.1)%	(32.2)%	(44.3)%
Adjusted EBITDA Margin	(39.1)%	(45.3)%	(12.4)%	(27.2)%

(1) Non-cash change in fair value of our warrant liability at December 31, 2024. See Note 13—Equity—Warrant Units, to our consolidated financial statements included in this prospectus for more details.

(2) Professional fees represent (i) consulting, legal, accounting, and other expenses in connection with the evaluation of potential non-recurring capital markets transactions in 2025 and 2024, (ii) certain consulting, legal, and corporate expenses in connection with debt modifications that occurred in April 2025, and (iii) certain non-recurring placement fees associated with key hires in 2025.

Adjusted Gross Profit and Adjusted Gross Margin

Adjusted Gross Profit and Adjusted Gross Margin are non-GAAP financial measures. We define Adjusted Gross Profit as GAAP gross profit, adjusted to exclude reimbursable variable revenues and costs. We define Adjusted Gross Margin as Adjusted Gross Profit divided by total revenues less reimbursable variable revenues. Reimbursable variable revenues and costs represent certain revenues and expenses where we serve as the principal in transactions and control the use and timing of the products and services that are being utilized. These costs represent our primary obligation and are recovered from customers at cost without mark-up pursuant to the terms of our contracts.

We present Adjusted Gross Profit and Adjusted Gross Margin because we believe these measures provide management and investors with a more meaningful view of the underlying economics and profitability of our core operations. Because reimbursable variable revenues and costs are recorded on a gross basis under U.S. GAAP and, by design, offset one another with no material contribution to profit, their inclusion in GAAP

revenues and cost of revenues can cause reported gross margin percentages to fluctuate significantly depending on the frequency of underlying activities which can be driven by unpredictable changes in market conditions. By excluding these revenues, Adjusted Gross Margin reflects the margin we earn on the goods and services where we bear economic risk, exercise pricing judgment, and generate value for our customers.

We use Adjusted Gross Profit and Adjusted Gross Margin internally to evaluate segment-level performance, assess pricing and cost trends, and benchmark our profitability against peers whose revenue recognition practices may differ with respect to reimbursable items. We believe this perspective enhances investors' understanding of the operating leverage and margin trajectory of our business.

Adjusted Gross Profit and Adjusted Gross Margin have limitations as analytical tools. They are not substitutes for GAAP gross profit or GAAP gross margin, and our calculations may not be comparable to similarly titled measures reported by other companies because other entities may not define or calculate these measures in the same manner. In addition, while reimbursable variable costs are excluded because they have immaterial net margin impact, they do represent real cash flows and contractual obligations that affect our working capital and liquidity. Accordingly, these non-GAAP measures should be considered alongside, and not as alternatives to, the GAAP financial measures included in our consolidated financial statements.

	Three Months Ended March 31,		Years Ended December 31,	
(in thousands, except percentages)	2026	2025	2025	2024
Total Revenues	$31,736	$24,109	$183,145	$128,490
Total Cost of Revenues	25,243	20,413	145,151	111,280
Less: Depreciation and amortization expense	1,301	1,056	3,993	1,859
Total Gross Profit	$ 5,192	$ 2,640	$ 34,001	$ 15,351
Less: Reimbursable variable revenue	(6,607)	(3,816)	(16,336)	(13,903)
Add: Reimbursable variable cost	6,607	3,781	16,156	14,042
Adjusted Gross Profit	$ 5,192	$ 2,605	$ 33,821	$ 15,490
Gross margin	16.4%	11.0%	18.6%	11.9%
Adjusted Gross Margin	20.7%	12.8%	20.3%	13.5%

Operational Measures

Contracted Power System Sales Backlog

Contracted Power System Sales Backlog represents the actual contracted value for purchases of power systems and ESI services, whether invoiced or not, to be invoiced and recognized as revenue as a result of performing our obligations over the term of the contract, assuming no exceptions or contingencies are exercised.

We believe contracted power system sales backlog is an important operating metric because it provides visibility into future revenue from power system sales, reflects underlying demand for our power systems, and helps us plan production, procurement, and workforce requirements.

	As of March 31,		As of December 31,	
(in thousands)	2026	2025	2025	2024
Contracted Power System Sales Backlog	$ 1,276,065	$ 145,232	$ 1,183,072	$ 227,656

Annualized Recurring Service Revenue

Annualized Recurring Service Revenue represents the annualized value of recurring revenue under contracted operations and maintenance service and asset management agreements as of the measurement date, including both fixed contractual payments and variable payments based on typical utilization of such services.

We believe annualized recurring service revenue is an important operating metric because it reflects a stable base of recurring revenue which is less dependent on new power system sales and more indicative of ongoing services.

	As of March 31,		As of December 31,	
(in thousands)	2026	2025	2025	2024
Annualized recurring service revenue	$22,879	$19,831	$22,370	$19,636

Installed Base

Installed Base represents the total installed megawatt capacity of our power systems that have been deployed and are currently operational.

We believe installed base is an important operating metric because it reflects the scale of our equipment footprint in the field and is broadly representative of our assets under ongoing services contracts. Most of our deployments include the comprehensive design, delivery, installation and long-term services provided by the ERock Platform.

A larger installed base expands our potential to generate ongoing service revenue through maintenance agreements, parts sales, monitoring services, and equipment upgrades or replacements. It also provides insight into customer adoption of our products and the long-term demand for our service offerings.

	As of March 31,		As of December 31,	
	2026	2025	2025	2024
Installed base in megawatts	1,059	934	1,020	931

RISK FACTORS

Investing in our Class A common stock involves risks. The risks described below are not the only ones that we face. Additional risks not presently known to us or that we currently deem immaterial individually or in the aggregate may also impair our business operations. We urge you to carefully consider the information in this prospectus, including the matters addressed under "Cautionary Statement Regarding Forward-Looking Statements" and the following risks before making an investment decision. If any of these risks were to materialize, our business, financial condition, results of operations and future prospects could be materially adversely affected. The trading price of our Class A common stock could consequently decline due to any of these risks, and you may lose all or part of your investment. For a summary of these risks, see "Prospectus Summary—Summary of Our Risk Factors."

Risks Related to Our Business, Industry and Sales

Our business depends on demand for distributed energy generation in the United States, which is an emerging and rapidly evolving market. The development of this market, and demand for our power system solutions from data center, utility, C&I, healthcare and retail end markets, is uncertain and may not proceed as we expect. If distributed energy generation or our power system solutions do not achieve widespread acceptance or demand is lower than anticipated, our business, prospects, financial condition and results of operations could be materially and adversely affected.

Distributed energy generation is still an emerging market, and it is uncertain whether potential customers will embrace distributed generation in general or our power systems in particular. Enterprises may be unwilling to adopt our power systems over traditional or competing power sources such as distributed solar or grid-supplied electricity due to perceptions that our company is unproven, lack of confidence in our business model, limited awareness of our power system solutions or concerns regarding regulatory or political challenges associated with technologies that use natural gas fuel or produce carbon emissions.

Our business depends on demand for distributed power system solutions from data center, utility, C&I, healthcare and retail end markets in the United States, and demand in these end markets depends on demand for electricity generated by distributed power systems and on the level of customer capital spending to design, construct and operate those systems. Such demand and associated capital spend has primarily been driven by increases in demand for reliable power that has outpaced grid-sourced power supply, including due to the transition towards the electrification of transportation and buildings, reshoring of manufacturing and the rapid adoption of artificial intelligence technologies and data center growth. However, customer investment decisions and the overall viability and demand for our power system solutions may be impacted by many factors outside of our control, including changes in actual or projected power demand; changes in electricity price expectations; technological or operational shifts in energy usage, including artificial intelligence-driven load growth that may not materialize as expected; changes in consumer consumption behaviors; changes in data-center siting trends, energy-efficiency measures and decarbonization initiatives; interconnection constraints, permitting timelines or the availability of utility-scale or grid-connected alternatives, including as a result of accelerated grid interconnection, transmission expansion or other grid infrastructure upgrades, that increase grid-sourced power availability that may reduce the relative attractiveness of distributed power systems and lead customers to redirect or defer capital spending; overall market acceptance of our power system solutions (including anti-natural-gas sentiment or misalignment with renewable and zero-carbon procurement goals); the cost competitiveness, reliability and performance of our power systems relative to traditional or competing power sources; the availability and amount of government subsidies and incentives; the emergence, continuance or success of, or increased government support for, other alternative energy or hydrogen-based technologies; prices and availability of traditional or competing power solutions; changes in laws, regulations or policies (including tariffs, taxes or reshoring incentives); changes in internal budget priorities; geopolitical and macroeconomic instability, including wars, terrorism, political unrest, public health emergencies, inflation, recessionary conditions, boycotts, trade restrictions and other business disruptions; and availability and cost of capital,

including increases in interest rates or tightening in global capital markets (such as reduced tax-equity availability). Any of these factors may adversely impact demand for our power systems and services or cause customers to reduce, delay or cancel planned projects requiring our power systems or alter or terminate our services. In addition, actual or anticipated reductions in demand in our core markets for reliable power, or increases in grid-sourced power supply, could adversely impact demand for distributed power solutions and therefore demand for our power systems and services, which could result in lower capital expenditures, project modifications, delays or cancellations, general business disruptions, and delays in payment of, or nonpayment of, amounts that are owed to us. Any such reductions in demand or effects could have a material adverse effect on our business, prospects, financial condition and results of operations.

If the market for our power system solutions does not continue to develop as we anticipate, our business will be harmed. As a result, predicting our future revenue and appropriately budgeting for our expenses is difficult, and we have limited insight into trends that may emerge and affect our business. If actual results differ from our estimates, or if we adjust our estimates in future periods, our financial position and results of operations could be materially and adversely affected.

Certain estimates of market opportunity and forecasts of market growth included in this prospectus may prove to be inaccurate.

This prospectus includes several estimates by us and third parties of the potential addressable market for electricity and for our power systems and services in the United States. Market opportunity estimates and growth forecasts, whether obtained from third-party sources or developed internally, are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. In particular, estimates and forecasts relating to the size and expected growth of electricity demand in our target markets, the adoption of our power system solutions, our capacity to address this demand and our pricing may prove to be inaccurate. In addition, third-party estimates of the addressable market for commercial, industrial and public services electricity reflect the opportunity available from all participants and potential participants in the market. Any inaccuracies or errors in third-party estimates of market opportunity may cause us to misallocate capital and other business resources, which could divert resources from more valuable alternative projects and harm our business.

The addressable market we estimate may not materialize for many years, if ever, and even if the markets in which we compete meet the size estimates and growth forecasts in this prospectus, our business could fail to grow at similar rates, if at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the forecasts of market size or growth included in this prospectus should not be taken as indicative of our future growth.

We have incurred significant losses in the past and we may not be able to achieve or sustain profitability in the future.

Since our inception, we have incurred significant net losses and have used significant cash in our business. For the quarters ended March 31, 2026 and 2025, we have incurred net losses of $(17.2) million and $(15.9) million, respectively. For the years ended December 31, 2025 and 2024, we incurred net losses of $(59.0) million and $(56.9) million, respectively. We expect to continue to expand our operations, including by investing in assembly, sales and marketing, research and development, staffing systems and infrastructure to support our growth. We anticipate that we will incur net losses on a GAAP basis in the near-term. Our ability to achieve profitability in the future will depend on a number of factors, including growing our sales and services volume; increasing sales and services to existing customers and attracting new customers; assisting customers with obtaining financing partners who are willing to provide financing for sales on a timely basis and with attractive terms; continuing to improve the useful life of our generators and reducing our warranty servicing costs on generators we assemble; reducing the cost of producing our generators; improving the efficiency and predictability of our installation process; improving the effectiveness of our sales and marketing activities; and attracting and retaining key talent in a competitive marketplace. Even if we do achieve profitability, we may be unable to sustain or increase our profitability in the future.

We may not recognize all revenues from our Contracted Power System Sales Backlog or receive all payments anticipated from our Annualized Recurring Service Revenue. If we do not receive all of the revenue we currently expect to receive, our business, prospects, financial condition and results of operations could be materially and adversely affected.

As of March 31, 2026 and 2025, we had Contracted Power System Sales Backlog of $1,276.0 million and $145.2 million respectively. Our Contracted Power System Sales Backlog represents the actual contracted value for purchases of power systems and ESI services, whether invoiced or not, to be invoiced and recognized as revenue as a result of performing our obligations over the term of the contract, assuming no exceptions or contingencies are exercised, and includes adjustments for contract modifications entered into after period-end and prior to the issuance of the related financial disclosures. As of March 31, 2026 and 2025, we had Annualized Recurring Service Revenue of $22.9 million and $19.8 million, respectively. Our Annualized Recurring Service Revenue represents the annualized value of recurring revenue under contracted operations and maintenance service and asset management agreements as of the measurement date, including both fixed contractual payments and variable payments based on typical utilization of such services.

Our customers have the right under some circumstances to terminate or modify contracts or defer the timing of our services and their payments to us, including if we do not effectively perform our obligations under our contracts, as described elsewhere in these risk factors. As a result, we may not receive all of the revenues that we include in our Contracted Power System Sales Backlog or that we estimate we will receive under our Annualized Recurring Service Revenue. If we do not receive all of the revenue that we currently expect to receive, our business, prospects, financial condition and results of operations could be materially and adversely affected. In addition, a delay in the receipt of revenues, even if such revenues are eventually received, may cause our results of operations for a particular quarter to fall below our expectations.

Our future growth depends on our ability to successfully execute on our pipeline and expanding our commercial opportunities to serve customers in the data center, utility and C&I end markets, and if we are not successful, our business, prospects, financial condition and results of operations could be materially and adversely affected.

One of our strategies is to execute on our current pipeline of opportunities while also expanding our commercial opportunities to serve customers in the data center, utility and C&I end markets. We may not be able to identify such commercial opportunities or may be unsuccessful in executing on our current pipeline or such opportunities. The rapidly evolving and competitive nature of our target end markets for delivering distributed power solutions makes it difficult to evaluate the future prospects of these opportunities. In addition, we have limited insight into emerging trends that may materially adversely affect the development of such opportunities, and the opportunities to deliver our power systems and services, if they were to materialize, would encounter the risks and difficulties frequently experienced by growing companies in emerging markets and businesses delivering distributed power solutions and services in rapidly changing, highly competitive industries, including, unpredictable and volatile revenues, increased expenses, an uncertain regulatory environment, novel litigation and corresponding outcomes and changes in business conditions. The viability of our business strategy and the resulting demand for our power systems and services will be affected by many factors outside of our control, and we may not be successful.

Our business is subject to risks that may arise in the course of completing installations, including those associated with construction, utility interconnection, fuel supply, cost overruns and delays. Because our financial condition, results of operations and reputation depend on the timely installation of our power systems, failures or delays in completing installations on a regular and timely basis could materially and adversely affect our business.

Once a customer decides to purchase a power system, it typically takes between 12 to 18 months or more from contract execution to installation, and these installation cycles are subject to a number of significant risks, some of which are outside of our control. Factors that may impact timely installation include the number of

generators installed per site; customer changes to installation site requirements and location; local permitting and utility requirements; utility interconnection queues and required transmission or distribution upgrades; environmental, health and safety requirements; weather-related delays; customer facility construction schedules; customers' operational considerations; and the timing of customer financing. Our power systems are subject to building codes, safety and environmental regulations and typically require multiple governmental approvals and permits. Delays in obtaining these approvals or permits may stall installation and adversely affect our revenue. Customers may also request delays unrelated to these factors, such as for internal operational or financing reasons. Unexpected installation delays may cause power system deployments to incur unanticipated expenses to expedite delivery of materials or labor to achieve the desired installation schedule, and such impacts can be exacerbated when we install a larger number of smaller projects. Even relatively short delays can result in a significant shortfall between expected and recognized revenue for a given period.

The delivery of our ESI services for the installation of our power systems requires us to coordinate with multiple parties, including utilities or other third parties, in order to complete the installation. The completion of some of our installations depends on the availability of and timely connection to the natural gas grid and the local electric grid. In some cases, interconnection may be conditioned on the construction by the local utility company of new transmission and distribution facilities and may also require construction of new natural gas pipelines to connect a project to the interstate pipeline system. Transmission and distribution upgrades found to be required in interconnection studies may cause planned projects to be deemed uneconomic to be constructed or may result in the size of the project itself being reduced in order to avoid significant upgrade costs. In addition, some municipalities have recently adopted restrictions that prohibit the installation of natural gas services to new construction. Delays in our ability to connect with utilities, delays in the performance of installation-related services, or poor performance of installation-related services by our general contractors or sub-contractors could have a material adverse effect on our results of operations and could cause our revenue to vary materially from period to period.

A customer may cancel an order prior to completion of installation, meaning we may be unable to recover some or all of our costs incurred in connection with design, permitting, installation and site preparations. Cancellation can occur due to factors outside of our control, such as permitting or regulatory issues, delays or unexpected costs in securing interconnection approvals, utility infrastructure, cost changes or other reasons unique to each customer. If we are unsuccessful in completing installations after expending significant resources, or if we experience customer disputes, delays or cancellations, then our reputation, business, financial condition and results of operations could be materially and adversely affected. Additionally, under our revenue recognition policy, we recognize revenues as performance obligations are satisfied over time. Therefore, a delay in the installation of our power systems could cause our results of operations to vary materially from period to period. If we default under a customer contract, including in connection with the installation phase of a project, we may be subject to a range of contractual remedies or other adverse consequences, including customer claims, damages, penalties, termination rights, loss of expected revenue, reputational harm, or the customer's right to engage a third party to complete installation of the applicable power systems and our obligation to provide such third party with access to certain intellectual property necessary to complete such installation, any of which could materially and adversely affect our business, financial condition, results of operations and prospects.

Any failure to provide high-quality services may adversely affect our relationships with our customers and materially and adversely affect our reputation, business, financial condition, results of operations and prospects.

Our customers rely on our ability to deliver a fully integrated suite of services through our ERock Platform for the design, installation, operation and maintenance of our power systems. Our customers also rely on our asset management services to effectively manage their electricity and natural gas market participation to help maximize the value of their investment in our power systems. Our sales process depends highly on the quality of our hardware and software-enabled services, on the quality of our ESI, O&M and asset management services and on strong recommendations from our existing customers. Any failure to maintain high-quality and highly-responsive services, or a market perception that we do not maintain high-quality and highly-responsive services,

could materially and adversely affect our reputation, our ability to sell our power systems to existing and prospective customers, and our business, financial condition, results of operations and prospects.

We offer ESI and O&M services alongside our hardware and software that comprises our power systems. While we have designated teams of in-house engineers, contractors and technicians to support our customers in the delivery of these services, they may be unable to respond quickly enough to accommodate short-term increases in demand for our services, particularly as we increase the size of our customer base. We also may be unable to modify the format of our services to compete with changes in services provided by competitors. At our current stage, it is difficult to predict demand for ESI and O&M services and if demand were to increase significantly beyond our expectations, we may be unable to provide satisfactory services to our customers. Additionally, increased demand for these services, without corresponding revenue, could increase costs and materially and adversely affect our business, financial condition and results of operations.

Our business relies on the performance by customers under current long-term contracts or contracts we will enter into in the future, and we could be materially and adversely affected if any customer fails to perform its contractual obligations for any reason, including nonpayment and nonperformance, or if we fail to enter into such contracts at all.

A significant amount of our revenue is generated currently from long-term contracts with a small number of customers. Accordingly, our near-term ability to generate cash is dependent on our customers' continued willingness and ability to continue purchasing our services and to perform their obligations under their respective contracts. Their obligations typically include (i) certain operational responsibilities such as site preparation or permitting, which are necessary to enable us to deliver our particular ESI, O&M and asset management services, and (ii) compliance with certain contractual representations and warranties in addition to payment for services rendered. For more information regarding the material terms of the contracts with our customers, see "*Business—Our Customers and Markets*," and for more information regarding the risks related to termination of the contracts with our customers, see "*—Our customer contracts for ongoing services are subject to renewal and termination risks*."

Our credit procedures and policies may be inadequate to eliminate risks of nonpayment and nonperformance. In assessing customer credit risk, we use various procedures including background checks which we perform on our potential customers before we enter into a long-term contract with them. As part of the background check, we assess a potential customer's credit profile and financial position, which can include their results of operations, liquidity and outstanding debt, and certain macroeconomic factors regarding the region(s) in which they operate. These procedures help us to assess appropriately customer credit risk on a case-by-case basis, but these procedures may not be effective in assessing credit risk in all instances. Additionally, we may face difficulties in enforcing our contractual rights against contractual counterparties, including due to the cost and time involved in resolution of disputes by arbitration and litigation, difficulty in enforcing international arbitration awards particularly in situations where all or most of a counterparty's assets are located in its home jurisdiction and involuntary submission to local courts notwithstanding contract clauses providing for arbitration.

We derive a substantial portion of our revenue and Contracted Power System Sales Backlog from a limited number of customers. The loss of, or events affecting, one of our major customers could reduce our power system sales and have a material adverse effect on our business, financial condition, results of operations and key operating metrics.

We derive a substantial portion of our revenue and Contracted Power System Sales Backlog from a limited number of customers. For the quarter ended March 31, 2026, our three largest customers accounted for 37%, 13% and 12%, respectively, of our revenue. For the year ended December 31, 2025, our three largest customers accounted for 18%, 16%, and 14%, respectively, of our revenue. For the year ended December 31, 2024, our three largest customers accounted for 19%, 17%, and 17%, respectively, of our revenue. The loss of, a significant reduction in orders from or any delays in installation of new power systems with, a large customer could have a

material adverse effect on our business, financial condition, results of operations and key operating metrics. Our customer concentration may also subject us to perceived or actual bargaining leverage that our large customers may have, given their importance to us. If our large customers seek to negotiate or renegotiate their agreements on terms less favorable to us and we accept such unfavorable terms, such unfavorable terms may have a material adverse effect on our business, financial condition and results of operations.

The loss of any large customer, whether through our fault, such as failure to effectively deliver and install our power systems via our ESI services or, once our power systems are operational, to effectively deliver our O&M or asset management services, or for reasons outside of our control, such as material adverse changes to any of these customers' financial condition, could cause a material adverse impact on our business, financial condition and results of operations. Additionally, any non-payment or delay in payment of the receivables under the contractual arrangements with these three customers or that we may enter into in the future or any inability to collect receivables under these or similar agreements, or enforce other contractual obligations, would have a significant material adverse effect on our revenues and financial condition.

Our customer contracts for ongoing services are subject to renewal and termination risks.

A significant percentage of our revenue is derived from customer contracts for ongoing services, and we intend to continue focusing on growing revenue by entering into customer contracts for such services. As these contracts expire, we will have to negotiate extensions or renewals with existing customers. We may not be able to renew, extend or enter into new contracts on favorable commercial terms, or at all. We also may be unable to maintain the economic structure of a particular contract with an existing customer. Our inability to renew or extend existing contracts on favorable terms could have a material adverse effect on our business, financial condition, results of operations, prospects and key operating metrics.

Our contracts with our customers contain various termination rights. For example, each of our customer contracts for ongoing services contain various termination rights, including, without limitation: at the end of a specified time period following certain events of force majeure; extended unexcused service interruptions or deficiencies; the occurrence of an insolvency event; and the occurrence of certain uncured, material breaches. Additionally, some customers may terminate their contracts in their sole discretion or in advance upon expiration of a specified time period and payment of associated early termination fees. We may not be able to replace these contracts on desirable terms, or at all, if they are terminated prior to the end of their terms. Contracts that we enter into in the future may contain similar provisions. If any of our current or future contracts are terminated prior to the end of their terms, such termination could have an adverse effect on our business, financial condition, results of operations and prospects.

We face significant competition and many of our competitors are larger and have more resources.

We operate in markets that are highly competitive. We compete for customers, financing partners and incentive dollars from other electric power providers. Our power systems compete with a broad range of companies and technologies, including traditional energy suppliers, such as public utilities, and other energy providers utilizing traditional co-generation systems, nuclear, coal, hydrogen or geothermal power, companies utilizing intermittent solar or wind power paired with storage, and other commercially available fuel cell companies. We also compete with traditional backup energy equipment such as diesel generators.

Many of our competitors, such as traditional utilities and other companies offering distributed generation products, have longer operating histories, more established brands, customer incumbency advantages, access to and influence with local and state governments, and access to more capital resources than us. Some of our competitors have and may continue to be willing to reduce prices and accept lower margins in order to compete with us. In addition, significant developments in alternative technologies, such as energy storage, wind, solar or hydrogen power generation, or improvements in the efficiency or cost of traditional energy sources, including coal, oil, natural gas used in combustion, or nuclear power, may materially and adversely affect our business and prospects in ways we cannot anticipate.

We may also face new competitors with better technologies, products or resources. For example, there is increasing use of data analytics, machine learning and artificial intelligence software, which our competitors may be able to use or implement more effectively than we are able to do. Additionally, our value proposition depends on our bridge, backup and dispatchable power applications, the attributes of our power systems, including reliability, transient performance, emissions, noise, deployment capabilities and software capabilities, and our ESI, O&M and asset management services, and if alternative, substitute or competing power applications or services match or exceed our applications or services or become meaningfully lower-cost, demand for our power systems or services could decline. If we fail to adapt to changing market conditions and to compete successfully with these various electric power providers or new competitors, our growth will be limited, which would materially and adversely affect our business, financial condition, results of operations and prospects.

If we do not forecast demand for our power systems accurately, we may experience delays in assembling and installing our power systems, excess inventory, difficulties in planning expenses or disputes with suppliers, any of which may materially and adversely affect our business, financial condition and results of operations.

We assemble our power systems based on both actual customer orders and our estimates of customer demand. This process requires us to make multiple forecasts and assumptions relating to the demand of our customers, prospective customers, general market conditions and other macroeconomic conditions. As a result, it may be difficult to forecast customer demand to plan our operations, which may materially and adversely affect our business, financial condition and results of operations. If we overestimate demand for our power systems, we may have excess inventory that we cannot sell. We may have to make significant provisions for inventory write-downs based on events that are currently not known, or discount finished goods to liquidate inventory, and such provisions or any adjustments to such provisions and discounts could be material. We may also become involved in disputes with our suppliers who may claim that we failed to fulfill forecasted or minimum purchase requirements. Conversely, if we underestimate demand, we may not have sufficient inventory to meet customer demand, and we may lose market share, damage relationships with our customers and forgo potential revenue opportunities. Obtaining additional supply in the face of product or materials shortages may be costly or impossible, which could prevent us from fulfilling orders in a timely and cost-efficient manner, or at all. In addition, if we overestimate our assembly requirements, we may purchase excess components and build excess inventory of power systems. If we purchase excess components that are unique to our power systems and are unable to recoup the costs of such excess inventory through resale or return or build excess power systems, we could be required to pay for these excess parts or products and recognize related inventory write-downs.

Our business involves many hazards and operational risks, some of which may not be fully covered by insurance, customer indemnifications or other liability protections. The occurrence of a significant accident or other event that is not fully covered by insurance, customer indemnifications or other liability protections could curtail our operations and have a material adverse effect on our business, financial condition and results of operations.

Our operations are subject to various hazards, including those inherent in the assembly, installation, operation and maintenance of distributed power systems. Such risks include damage to natural gas pipelines, our power systems, or related equipment or infrastructure, or customer-owned equipment and infrastructure; fires, ruptures, earthquakes and explosions and other hazards that could also result in personal injury and loss of life, property damage, pollution and suspension of operations. In addition, our generator units in our power systems are considered high energy systems because they consume natural gas and may operate up to 480 volts. High-voltage electricity poses potential shock hazards, while natural gas, associated with use of our power systems, is flammable and therefore is a potentially dangerous fuel capable of causing fires and other harm. There can be no assurance that our products will continue to be certified to meet certain design and safety standards, and if our equipment is not properly handled or if there are undiscovered issues with our equipment, there could be system failure and resulting damage, injury, death or liability.

We endeavor to obtain insurance to cover significant risks and liabilities (including, for example, natural disasters, cybersecurity, defective hardware and software and products liability); however, not every risk or liability can be insured, and insurance coverage is not always reasonably available. The policy limits and terms of coverage reasonably obtainable may not be sufficient to cover actual losses or liabilities. Even if insurance coverage is available, we are not always able to obtain it at a price or on terms acceptable to us or without increasing exclusions. Disputes with insurance carriers over the availability of coverage, and the insolvency of one or more of our insurers may affect the availability or timing of recovery, as well as our ability to obtain insurance coverage at reasonable rates in the future. In some circumstances we may be entitled to certain legal protections or indemnifications from our suppliers through contractual provisions, laws or otherwise. However, these protections are not always available, are difficult to negotiate and obtain, are typically subject to certain terms or limitations, including the availability of funds, and may not be sufficient to cover our losses or liabilities. If insurance coverage, customer indemnifications and/or other legal protections are not available or are not sufficient to cover losses incurred due to a significant accident or other event, our operations could be curtailed and our business, financial condition and results of operations could be materially and adversely affected.

A significant portion of our revenue is derived from operations in Texas and California, making us vulnerable to risks associated with geographic concentration generally and Texas and California specifically, including supply and demand factors, regulatory changes and severe weather impacts that could have a material adverse effect on our business.

Texas and California are presently our largest operating regions, accounting for 83% and 14% of our revenue for the quarter ended March 31, 2026, respectively, and 80% and 8% of our revenue for the year ended December 31, 2025, respectively. As a result of this concentration, we are vulnerable to risks associated with geographic concentration generally and Texas and California specifically. In particular, we and our customers may be disproportionately exposed to the impact of regional supply and demand factors, delays or interruptions of natural gas supply in these areas, availability of equipment, facilities, personnel or services, market limitations, governmental regulation and political activities, processing or transportation capacity constraints, natural disasters, including wild fires, flash floods and earthquakes, adverse weather conditions, water shortages or other drought related conditions or interruption of the processing or transportation of natural gas. Each of these factors could have a material adverse effect on our business, financial position, results of operations and prospects.

Providing services on an integrated and turnkey basis could require us to assume additional risks.

We enter into contracts with our customers that require us to deliver services and solutions on an integrated or turnkey basis, which subjects us to additional risks, such as cost over-runs, costs associated with unexpected delays or difficulties in delivering our ESI services, including project management interface risk and risks associated with subcontracting and consortium arrangements. Many of these integrated or turnkey contracts are fixed price contracts that limit our ability to recover for cost overruns or increases unless they are directly caused by the customer. In some cases, we also may not have a contractual right to seek a change order, and even when a change order is available, we may be unable to reach agreement with the customer on the scope, pricing or other terms of any such change order. Any approved change order may also fail to fully compensate us for the additional costs incurred. As a result, integrated or turnkey arrangements may require us to absorb cost overruns or increases that adversely affect our results of operations.

If we cannot obtain surety bonds and letters of credit, our ability to operate may be restricted.

Federal and state laws require us to secure the performance of certain long-term obligations through surety bonds and letters of credit. In addition, we are occasionally required to provide bid bonds or performance bonds to secure our performance under energy efficiency contracts. In the future, we may have difficulty procuring or maintaining surety bonds or letters of credit, and obtaining them may become more expensive, require us to post cash collateral or otherwise involve unfavorable terms. Because we are sometimes required to have performance bonds or letters of credit in place before projects can commence or continue, our failure to obtain or maintain those bonds and letters of credit would adversely affect our ability to begin and complete projects, and thus could have a material adverse effect on our business, financial condition and results of operations.

Our power systems have significant upfront costs, and, for some customers, they need to attract investors to help them finance purchases.

Our power systems have significant upfront costs, which may be a barrier for some customers who may not have the financial capability to purchase our power systems directly. To address this, we offer financing and contract support, coordinate and arrange project financing and provide guidance on contract structuring and risk management. These offerings are intended to help our customers to access our power systems without making a direct purchase. If a customer is not able to secure funding to finance the purchase of our power systems, our financial condition and results of operations would be harmed.

Our ability to deploy our backlog is directly tied to our customers' ability to secure project financing, which is often an unpredictable process. Attracting third-party financing is a complex process that is influenced by factors beyond our control, including the fluctuations of interest and currency exchange rates, the availability of tax credits and government incentives for investors, a customer's perceived creditworthiness and the prevailing condition of credit markets. We help our customers with obtaining financing for purchasing our power systems based on certain conditions, such as their credit quality and the expected minimum internal rate of return on the customer engagement. If these conditions are not met, we may not be able to find financing for their purchases of our power systems, which would adversely impact on our revenue and results of operations. If we are unable to arrange for our customers to obtain financing for our power systems, our business, prospects, financial condition and results of operations could be harmed.

Our ability to offer our power systems through financed arrangements depends in large part on the ability of financing parties to optimize the tax benefits associated with our power systems. Interest rate fluctuations may also impact the attractiveness of any financing offerings for our customers. Our ability to arrange financing for a certain power system is also related to, and may be limited by, the creditworthiness of the customer.

In our power systems sales process for transactions that require financing, our customers make certain assumptions regarding the cost of financing capital. Actual financing costs may differ materially from these estimates and financing may be more difficult or costly to secure, or may not be available, due to factors beyond our or our customers' control, such as changes in customer creditworthiness, macroeconomic factors, like inflation, interest rates, a recessionary environment, regulatory uncertainty and capital market volatility. The returns offered by other investment opportunities available to financing partners and other factors may further affect financing availability. If the cost of financing ultimately exceeds our customers' estimates, or our customers are unable to secure financing, we may not be able to proceed with some or all of the impacted projects, or our revenue from such projects may be less than our estimates.

Monetization of our power systems can be affected by interconnection requirements, independent system operator requirements and utility tariff requirements that are each subject to change. Accordingly, our customers may not receive any benefit from exporting excess electricity or natural gas capacity back to the grid, or from displacing their own load during peak periods, which could adversely affect demand for our power systems.

Our power systems are engineered to serve customers as a reliable, dispatchable power source that can strategically dispatch capacity during peak demand or scarcity events to the local electric utility. Because our customers' demand for electricity typically fluctuates, including periods when customer load may fall to very low levels or to zero, there are often periods when our power systems can produce more electricity or natural gas capacity than our customers may require. This excess capacity can enable customers to displace load or strategically dispatch or export capacity during peak demand or scarcity events. Many, but not all, local electric utilities provide compensation to our customers for driving load down or for dispatching or exporting such electricity or natural gas capacity under displaced energy or displaced power agreements or other customer-generation programs. These agreements and programs are subject to changes in availability and terms, and at times in the past such changes have significantly reduced or eliminated the benefits of such arrangements. Any

future changes in the availability of, or benefits offered by, these programs could substantially limit a customer's ability to export or otherwise economically monetize excess capacity and could materially and adversely affect the demand for our power systems.

Through our asset management offering, we provide comprehensive monetization services, acting as advisor or agent for owners of our power systems to optimize grid revenues through electricity and natural gas market participation, hedging and dispatch strategies. Market participation of customer-generated power from our power systems and natural gas capacity in the jurisdictions in which we operate is subject to applicable laws, regulations and tariffs, but not under all circumstances, and may be restricted or made more costly due to interconnection, relevant tariff or other issues.

Behind-the-meter monetization arrangements can be affected by local utility tariffs and fees, changes to interconnection agreement terms and metering requirements, and some jurisdictions do not allow monetization of behind-the-meter generation capacity. Changes in the availability of, or benefits offered by, utility tariffs, the applicable behind-the-meter monetization requirements or interconnection agreements could adversely affect the benefits derived from dispatching electricity and natural gas from our power systems, including due to increased costs or limitations on a customer's ability to export or displace load, and therefore the demand for our power systems.

We cannot predict the outcome of the many regulatory proceedings addressing tariffs that would include customers utilizing our power systems. If a tariff for customers utilizing our power systems is not available in a given jurisdiction, it may limit or eliminate our ability to sell and install our power systems in that jurisdiction. Further, permits and other requirements applicable to electric and natural gas interconnections are subject to change. For example, some jurisdictions are limiting new natural gas interconnections.

Risks Related to Our Power Systems and Supply Chain

Our future success depends in part on our ability to maintain and increase assembly capacity for our power systems, and we may not be able to do so in a timely or cost-effective manner. Our limited history of assembling our power systems internally makes it difficult to evaluate our future prospects and the challenges we may encounter.

To the extent we are successful in growing our business, we will need to increase the assembly capacity of our power systems. Historically, we utilized a third party to assemble our power systems. In 2025, we began assembling our power systems internally at our Titan facility, and we are seeking to further increase our assembly capacity in the second half of 2026 with the development of our Hyperion facility. We believe that this shift will increase our general and administrative expenses, increase our capital expenditures and decrease our margins over the near-term. We have a limited history of assembling our power systems in our own facilities and making judgments on the capabilities associated with our enterprise, management and ability to produce our power systems. Predicting future demand for our power systems and appropriately aligning our assembly capacity to satisfy demand is difficult, and we have limited insight into trends that may emerge and affect our business. If actual results differ from our estimates or we adjust our estimates in future periods, our results of operations and financial position could be materially and adversely affected.

Our ability to plan, construct and equip current or future assembly facilities is subject to significant risks and uncertainties, including:

- The expansion or construction of any assembly facilities will be subject to the risks inherent in the development and construction of new facilities, including risks of delays and cost overruns as a result factors outside our control, such as delays in government approvals, burdensome permitting conditions, and delays in the delivery of assembly equipment and subsystems that we assemble or obtain from suppliers.

- We may be unable to achieve the assembly throughput necessary to achieve our target annualized assembly run rate at our current and future assembly facilities.
- Assembly equipment may take longer and cost more to engineer and build than expected and may not operate as required to meet our assembly plans.
- We may depend on third-party relationships in the development and operation of additional assembly capacity, which may subject us to the risk that such third parties do not fulfill their obligations to us under our arrangements with them.
- We may be unable to attract or retain qualified personnel.

If we are unable to effectively expand our assembly facilities or operate our existing facilities, or obtain adequate quantities of components, equipment, supplies or other materials for our assembly process, we may be unable to further scale our business, which would negatively affect our business, financial condition, results of operations and prospects. Conversely, if the demand for our power systems or our assembly output decreases or does not rise as expected, we may not be able to spread a significant amount of our fixed costs over the assembly volume, resulting in a greater than expected per unit fixed cost, which would have a negative impact on our financial condition and results of operations.

Any significant disruption to the operations at our assembly facilities could delay the assembly of our power systems, which would harm our business and results of operations.

We assemble our power systems in our Titan facility and expect to begin assembling our power systems at our Hyperion facility in the second half of 2026. Our current and future assembly facilities are located in Houston, Texas. While we seek to operate our facilities in compliance with applicable rules and regulations and take measures to minimize the risks of disruption at our facilities, a material disruption at any current or future assembly facilities could prevent us from meeting customer demand, reduce our sales and/or negatively impact our financial results. Any of our current or future facilities, or any of our equipment within an otherwise operational facility, could cease operations unexpectedly due to a number of events, equipment failure, material supply, public health emergencies, cyberattacks or catastrophic weather, including extreme weather events or flooding resulting from the effects of climate change, or geologic events. The occurrence of a natural disaster in Houston, Texas such as a hurricane, earthquake, drought, extreme weather events or temperatures, flood, fire, localized extended outages of critical utilities or transportation systems, or any critical resource shortages could cause a significant interruption in our business, damage or destroy our facilities, our assembly equipment, or our inventory, and cause us to incur significant costs, any of which could harm our business, financial condition and results of operations. Our disaster recovery plans, and insurance may not be sufficient to restore our operations and to cover our losses, respectively.

If our power systems contain defects, our business and financial condition could be harmed.

Our power systems are complex and may contain defects in design, engineering, assembly or construction that may cause them not to perform as expected or may require repair. Additionally, our power systems use a substantial amount of software to operate which may require modification and updates over the life of such systems. Software is inherently complex and often contain defects and errors when first introduced. These defects and errors can manifest in any number of ways in our power systems, including through diminished performance, security vulnerabilities, malfunctions, or even permanently disabled products. Additionally, it is difficult for us to evaluate the manufacturing, assembly and construction of our power systems until there are working examples that have been manufactured, assembled, constructed and used by us and/or our customers.

There can be no assurance that we will be able to detect and fix any defects in the hardware or software of our power systems, and such defects may not become apparent until a system is installed and operational. In the ordinary course of our business, we have experienced defects that were discovered once our power systems were

deployed in the field. Changes in our supply chain or the failure of our suppliers to otherwise provide us with components or materials that meet our specifications could also introduce defects in our power systems. If any of our power systems are defective or fail because of their design, including those incorporating third-party hardware, or if changes in applicable laws or regulations, or in the enforcement thereof, require us to redesign or recall our power systems, we may incur additional costs and expenses. The process of identifying and recalling a power system or a component thereof may be lengthy and require significant resources and divert the attention of our engineering personnel from our power system development efforts, and we may incur significant replacement costs, contract damage claims from our customers, product liability, property damage, personal injury or other claims and liabilities, and brand and reputational harm. Significant costs or payments made in connection with generator warranty and product liability claims and power systems recalls could harm our financial condition and results of operations.

Our power systems may not perform consistently with customers' expectations or consistent with other distributed power systems that may become available. Any defects or any other failure of our power systems to perform as expected could harm our reputation and result in negative publicity, lost revenue, delivery delays, product liability claims and significant generator warranty and other expenses, and could have a material adverse effect on our business, financial condition, results of operations and prospects. Any defects, errors or other vulnerabilities discovered in our software after release could allow third parties to access, manipulate or exploit our software and expose us to claims for damages, any of which could seriously harm our business. We also could face claims for product liability, tort or breach of warranty. Defending a lawsuit, regardless of its merit, is costly and may divert management's attention and seriously harm our reputation and our business.

The performance of our power systems could be adversely affected by various operating risks and factors outside of our control, which could result in harm to our reputation, business, financial condition and results of operations.

Our power systems are subject to various operating risks that may cause them to generate less value for our customers than expected. These risks include a failure or wearing out of our equipment or the equipment that our equipment connects into, an inability to find suitable replacement equipment or parts, or disruption in our power systems. Any extended interruption or failure of our power systems, including systems we operate under O&M and asset management agreements, for any reason to generate the expected amount of output could adversely affect our business, financial condition, results of operations and reputation. We also provide performance guarantees to our customers covering the performance of our power systems, and failure to meet such performance requirements could result in liquidated damages or penalties and adversely impact our customers' willingness to acquire additional power systems or services and our ability to attract new customers.

Field conditions, such as the quality of the fuel supply and environmental factors, can impact the performance of our power systems in unpredictable ways. As we move into new geographies and deploy new features, technologies and service configurations, we encounter new field conditions from time to time (including as a result of climate change). Adverse impacts on performance may require us to incur significant service and re-engineering costs or divert the attention of our engineering personnel from product development efforts. Furthermore, we may be unable to adequately address the impacts of factors outside of our control in a manner satisfactory to our customers. Any of these circumstances could materially and adversely affect customer satisfaction, market acceptance and our reputation, business, financial condition and results of operations.

The failure of our third-party suppliers to deliver the necessary components or materials of our power systems in a timely manner and to the required specifications could prevent us from delivering our power system solutions within required timeframes and could cause installation delays, cancellations, penalty payments and damage to our reputation.

We rely or may in the future rely on third-party suppliers for the components or certain raw materials of our power systems, including alternators, engine blocks, engine controllers, catalysts, steel, copper, aluminum,

certain precious metals and other materials that may be of limited supply. We are also reliant on third-party suppliers for certain infrastructure equipment, pipelines and other materials and technologies that are necessary to install and operate our power systems. If we fail to develop or maintain our relationships with our suppliers, or if any of these suppliers reduce or eliminate the supply of components or other necessary materials for the assembly and installation of our power systems to us in the future, or if there is otherwise a shortage or lack of availability of such components or materials, we may be unable to produce or install our power systems or our power systems may be available only at a higher cost or after a long delay. Such delays could prevent us from delivering our power systems to our customers within required timeframes and cause order cancellations. Delays in our suppliers' deliveries have impaired and may in the future impair our ability to deliver power systems to our customers.

The timing of purchases in future periods could differ materially from our estimates due to fluctuations in demand requirements related to varying sales levels as well as changes in economic conditions. Further, the revenues that our third-party suppliers generate from our orders may represent a relatively small percentage of their overall revenues, and while we seek to negotiate supply agreements with all of our suppliers, we may purchase some products or components on a purchase order basis. As a result, fulfilling our orders may not be considered a priority to these suppliers in the event of constrained ability to fulfill all of their customer obligations in a timely manner. Certain of our suppliers also supply parts and materials to other businesses, including businesses engaged in other industries unrelated to natural gas power systems. As a relatively low-volume purchaser of certain of these parts and materials, we may be unable to procure a sufficient supply of the items in the event that our suppliers fail to produce sufficient quantities to satisfy the demands of all of their customers, which could materially harm our financial condition and results of operations.

The number of suppliers we have or may have in the future for some of our components or materials is or may be limited and in some cases sole-sourced. Our reliance on third-party suppliers makes or may make us vulnerable to possible capacity constraints and reduced control over component or materials availability, delivery schedules, quality issues, manufacturing yields and costs. We use certain custom components and materials in our power systems. We design and engineer these components and we have relationships with suppliers that will manufacture these components for us. The design, engineering, manufacturing setup, and quality control activities are time and capital intensive. Some of our suppliers use proprietary processes to manufacture components. We may be unable to obtain comparable components from alternative suppliers without considerable delay, expense or at all, as replacing these suppliers could require us either to make significant investments to bring the capability in house or to invest in a new supplier partner. Some of our suppliers are smaller, private companies, heavily dependent on us as a customer. If our suppliers face difficulties obtaining the credit or capital necessary to expand their operations when needed, they could be unable to supply necessary components or materials needed to support our planned sales and services operations, which would negatively impact our sales volumes and cash flows.

We may experience unanticipated disruptions to operations or other difficulties with our supply chain or internalized supply processes for a variety of factors, including, but not limited to, lack of capacity at our suppliers, availability of credit, logistical challenges, labor or material shortages, trade restrictions, exchange rate fluctuations, volatility in regional markets from where materials are obtained, particularly China and Taiwan, changes in the general macroeconomic outlook, political instability, expropriation or nationalization of property, civil unrest, strikes, insurrections, acts of terrorism, geopolitical conflicts (such as conflicts in the Ukraine or the Middle East), public health emergencies, natural disasters or weather events. The failure by us to obtain components or materials in a timely manner, or to obtain components or materials that meet our quantity and cost requirements, could impair our ability to produce our power systems or increase their costs or service our existing portfolio of power systems under O&M service contracts.

If we cannot obtain substitute components or materials on a timely basis or on acceptable terms, we could be prevented from delivering our power systems to our customers within required timeframes or service or existing fleet of power systems, which could result in sales and installation delays, cancellations, penalty payments, or damage to our reputation, any of which could have a material adverse effect on our business and

results of operations. In addition, we rely on our suppliers to meet quality standards, and the failure of our suppliers to meet or exceed those quality standards could cause delays in the delivery of our power systems, unanticipated servicing costs and damage to our reputation.

We have, in some instances, entered into long-term supply agreements that could result in excess or, if one or more suppliers do not produce for any reason, insufficient inventory, above market pricing or higher costs, and negatively affect our results of operations.

We have and may in the future enter into long-term supply agreements with certain suppliers. Some of these supply agreements provide for fixed or inflation-adjusted pricing, substantial prepayment obligations and, in a few cases, supplier purchase commitments. These arrangements could mean that we end up paying for inventory that we do not need or that is at a higher price than the market. Further, we face significant specific counterparty risk under long-term supply agreements when dealing with suppliers without a long, stable production and financial history. In the event any such supplier experiences financial difficulties, it may be difficult or impossible, or may require substantial time and expense, for us to recover any or all of our prepayments. We do not know whether we will be able to maintain long-term supply relationships with our critical suppliers or whether we may secure new long-term supply agreements. Additionally, many of our parts and materials are procured from foreign suppliers, which exposes us to risks including unforeseen increases in costs or interruptions in supply arising from changes in applicable international trade regulations such as taxes, tariffs or quotas. Any of the foregoing could materially harm our financial condition and results of operations.

Certain of our important purchased components are produced in foreign countries, exposing us to additional risks that may not exist in the United States.

Certain of our important purchased components are produced overseas, primarily in Asia and South America. Our international sourcing subjects us to a number of potential risks in addition to the risks associated with third-party sourcing generally. Such risks include:

- inflation or changes in political and economic conditions;
- logistical challenges, including extended container port congestion, and higher logistics costs;
- unstable regulatory environments;
- changes in import and export duties;
- domestic and foreign customs and tariffs;
- currency rate fluctuations;
- trade restrictions;
- labor or civil unrest;
- geopolitical conflict such as that experienced in Ukraine or the Middle East;
- disputes in our relationships with certain suppliers;
- communications challenges; and
- other trade restraints and burdensome taxes.

These factors have occurred in the past and are currently having an adverse effect on our ability to efficiently and cost effectively source our purchased components overseas. Additionally, we purchase our components from foreign suppliers in U.S. dollars. If the U.S. dollar were to depreciate significantly against the currencies of our foreign suppliers, the prices at which we purchase our components and therefore our cost of revenues could increase materially, which would adversely affect our results of operations.

Possible new trade tariffs could have a material adverse effect on our business.

The United States has recently enacted and proposed to enact significant new tariffs, as well as changes to existing tariffs. Additionally, various federal agencies have been directed to further evaluate key aspects of U.S. trade policy and there has been ongoing discussion, commentary, and action regarding potential significant changes to U.S. trade policies, treaties, and tariffs. As of the date of this prospectus, discussions remain ongoing in respect of certain trade restrictions and tariffs on imports from Canada, China, Mexico, and other countries, as well as retaliatory tariffs enacted in response to such actions. In light of these events, there is significant uncertainty about the future relationship between the United States and other countries with respect to such trade policies, treaties, and tariffs. These developments, or the perception that any of them could occur, may have a material adverse effect on global economic conditions and the stability of global financial markets, and may significantly reduce global trade and, in particular, trade between the impacted nations and the United States. Any of these factors could depress economic activity and restrict our access to suppliers or customers and have a material adverse effect on their business, financial condition and results of operations, which in turn would negatively impact us.

Disruptions caused by labor disputes could harm our business.

As of May 1, 2026, we have approximately 440 employees and intend to significantly increase our employee headcount in the near-term. There can be no assurance that any future issues or disputes with our employees will be resolved favorably or that we will not encounter future strikes, work stoppages or other disputes with our employees. A work stoppage or other limitations on assembly at our facilities for any reason could have a material adverse effect on our business, financial condition and results of operations. In addition, our customers or suppliers may have unionized workforces. Strikes or work stoppages experienced by our customers or suppliers could have a material adverse effect on our business, results of operations and financial condition.

Commodity price changes, material price increases, fluctuations in demand for our power systems and services, significant disruptions to our supply chains or significant shortages of labor and material may materially and adversely affect our financial results or our ability to meet commitments to customers.

We establish prices with our customers in accordance with contractual time frames; however, the timing of material and commodity market price increases may prevent us from passing these additional costs on to our customers through timely pricing actions. While we enter into contractual pricing adjustment provisions with our customers from time to time that attempt to address some of these risks, there can be no assurance that commodity price fluctuations will not adversely affect our financial condition and results of operations.

Risks Related to Laws, Regulations and Other Legal Matters

We are subject to laws and regulations that could impose substantial costs upon us and cause delays in the delivery and installation of our power systems.

The construction, installation and operation of our power systems are generally subject to oversight and regulation in accordance with laws and ordinances relating to building codes, safety, environmental and climate protection, domestic content requirements and related matters, as well as utility and energy market rules, regulations and tariffs, and typically require governmental approvals and permits, including environmental approvals and permits, that vary by jurisdiction. In some cases, these approvals and permits change or require periodic renewal. These laws and regulations can affect the markets for our power systems and the costs and time required for their installation and may give rise to liability for administrative oversight costs, compliance costs, clean-up costs, property damage, bodily injury, fines and penalties. Capital and operating expenses needed to comply with these laws and regulations can be significant, and violations may result in substantial fines and penalties or third-party damages.

It is difficult and costly to track the requirements of every individual authority having jurisdiction over our installations, to design our power systems to comply with these varying standards and to obtain all applicable approvals and permits. We cannot predict whether or when all approvals or permits required for a given project will be granted or whether the conditions associated with the approvals or permits will be achievable. The denial of a permit essential to a project or the imposition of impractical conditions or excessive transmission or distribution facility upgrade costs as a condition of interconnection, would impair our ability to develop a project. In addition, we cannot predict whether the approval or permitting process will be lengthened due to complexities and appeals. The interconnection study process likewise can be a lengthy process. A delay in the review and approval of permits for a project and any interconnection studies, if required, can impair or delay our and our customers' abilities to develop that project or may increase the cost so substantially that the project is no longer attractive to us or our customers. Furthermore, unforeseen delays in the review and permitting process could delay the timing of the installation of our power systems and could therefore adversely affect the timing of the recognition of revenue related to the installation, which could harm our results of operations in a particular period. In many cases we contractually commit to performing all necessary installation work on a fixed-price basis, and unanticipated costs associated with approval, permitting or compliance expenses may cause the cost of performing such work to exceed our revenue. In addition, emerging federal and state emissions disclosure requirements may pose a burden to existing or potential customers. The costs of complying with all the various laws, regulations and customer requirements, and any claims concerning non-compliance, could have a material adverse effect on our financial condition, results of operations and reputation.

The installation and operation of our power systems are subject to environmental laws and regulations in various jurisdictions, and there has been in the past and could continue to be in the future uncertainty with respect to how these laws and regulations may change over time and also how they apply to our power systems.

We are committed to compliance with applicable environmental laws and regulations including health and safety standards, and we review the operation of our power systems for health, safety and environmental compliance. Environmental laws and regulations in the United States, such as the Comprehensive Environmental Response and Compensation and Liability Act ("CERCLA"), impose liability on several grounds including for the investigation and clean-up of contaminated soil and ground water, impacts to human health and damages to natural resources. If contamination is discovered at properties currently or formerly owned or operated by us, or properties to which hazardous substances were sent by us, it could result in our liability under environmental laws and regulations. Many of our customers who purchase our power systems have high sustainability standards, and any environmental non-compliance by us could harm our reputation and impact customers' buying decisions.

In addition to CERCLA, among other federal statutory schemes, the Resource Conservation and Recovery Act ("RCRA") regulates the generation, transportation, treatment, storage, disposal, and cleanup of hazardous and non-hazardous wastes; the federal Clean Air Act ("CAA") regulates emissions of various air pollutants through air emissions permitting programs and the imposition of other requirements, such as requirements for emission reduction, capture and control; the federal Water Pollution Control Act ("Clean Water Act") imposes restrictions and strict controls with respect to the discharge of pollutants, including spills and leaks of oil and other substances, into waters of the United States and waters of the applicable states; and FERC has jurisdiction over the transportation and sale for resale of gas in interstate commerce.

Maintaining environmental compliance can be challenging given the changing patchwork of environmental laws and regulations that prevail at the U.S. federal, state, regional and local level. Most existing environmental laws and regulations preceded the introduction of our innovative power systems and were adopted to apply to technologies existing at the time (i.e., large coal, oil or gas-fired power plants). Guidance from the applicable agencies on how certain environmental laws and regulations may or may not be applied to our technology can be inconsistent. In most jurisdictions where air permits and various land use permits are required for installation of larger power system installations, the length of time to obtain these permits has increased. Moreover, the level of

certainty around the issuance of such permits has decreased and where issued, the cost of compliance has been and can be prohibitive.

Furthermore, the U.S. federal and state regulatory framework is often changing. For example, while President Biden signed into law the Inflation Reduction Act ("IRA") in August 2022, which contained tax inducements and other provisions that incentivize investment, development, and deployment of alternative energy sources and technology. The Trump Administration has diverged from the Biden Administration's positions, and the passage of the One Big Beautiful Bill Act rescinded many IRA initiatives. The Trump administration will likely continue to withdraw from or otherwise roll back certain environmental commitments. Notably, on March 12, 2025, EPA Administrator Lee Zeldin announced initiatives to reconsider regulations addressing power plants, oil and gas, air pollution standards, GHG reporting, wastewater, endangerment findings, environmental justice, and other initiatives. While it is not possible at this time to predict how any such actions may impact our business, such actions, if undertaken, may prompt more activity from state, and local legislative bodies and administrative agencies to pass stricter GHG laws, regulations, and other binding commitments.

As discussed, the combination of federal and state environmental laws lead to a costly and time-consuming patchwork of reporting and permitting processes. Our technology outpaces the regulatory process and there are inconsistencies between how we are regulated in different jurisdictions. It is possible that regulators could delay or prevent us from conducting our business in some way pending agreement on, and compliance with, shifting regulatory requirements. Such actions could delay the installation of our power systems, could result in penalties, could require modification or replacement or could trigger claims of performance warranties and defaults under customer contracts that could require us to repurchase equipment, any of which could materially and adversely affect our business, financial condition, results of operations and reputation. In addition, new energy or environmental laws or regulations or new interpretations of existing laws or regulations could present marketing, political or regulatory challenges and could require us to upgrade or retrofit existing equipment, which could result in materially increased capital and operating expenses.

Existing regulations and changes to such regulations may create technical, regulatory and economic barriers, as well as increase compliance complexity and costs associated with legal and compliance matters, which could significantly reduce demand for our power systems or affect the financial performance of current sites.

The markets for our power systems are heavily influenced by laws, regulations and policies, including customers' voluntary procurement standards, as well as by tariffs, internal policies and practices of electric utility providers. These regulations, tariffs, standards and policies often relate to electricity pricing and technical interconnection of electricity generation to the electric grid, including interconnection requirements, study processes, timelines and associated costs, which could change our ability to sell our power systems and conduct energy marketing activities. These regulations, tariffs, standards and policies are often modified and could continue to change, which could result in a significant reduction in demand for our power systems.

In the United States, FERC has authority to regulate under various federal energy regulatory laws wholesale sales of electric energy, capacity and ancillary services, and the delivery of natural gas in interstate commerce. FERC also regulates certain interconnection rules and procedures applicable to electricity generation, and changes to FERC regulations, orders or interpretations, or to FERC-approved tariffs, could increase our compliance costs, delay project development or adversely affect the economics or feasibility of our power systems.

Although we generally are not regulated as a utility, statutes, regulations, tariffs and market rules often relate to electricity and natural gas pricing, utility service rates, net metering, incentives, taxation and the rules surrounding the interconnection of electricity generation for specific technologies. U.S. federal and state governments and market operators frequently modify these statutes, regulations, tariffs and market rules. Governments, often acting through state utility or public service commissions, as well as market operators, change, adopt or approve different utility requirements and utility service rates for commercial and industrial

customers on a regular basis. Rules adopted by FERC and state public utility commissions may also create new requirements that affect commercial and industrial customers, including the potential direct assignment of energy and transmission- or distribution-system upgrade costs associated with interconnection to new data center customers or other large-load customers. Changes, or in some cases a lack of change, in any of the laws, regulations, tariffs ordinances or other rules that apply to our installations and new technology could make it more costly for us or our customers to install and operate our power systems and could negatively affect our ability to deliver cost savings to customers.

In addition, the recent change in U.S. federal administration has led and is expected to continue to lead to changes in the leadership of various U.S. federal regulatory agencies and changes or proposed or threatened changes to U.S. federal government policy that have led to, in some cases, legal challenges as well as uncertainty around the funding, functioning and policy priorities of U.S. federal regulatory agencies and the status of current and future regulations. U.S. federal government policy changes have included seeking to temporarily broadly halt federal funding, seeking to aggressively downsize the U.S. federal government's workforce and instructing federal agencies to reprioritize or to cease operating or enforcing certain laws or regulations. We are unable to predict the extent to which the current U.S. federal administration may impose or seek to impose leadership or policy changes at the U.S. federal regulatory agencies responsible for regulating our business or changes to rules and policies impacting our operations. Any such changes could impose additional costs, require the attention of senior management or result in other changes to or limitations on our business.

Government reviews, inquiries, investigations, and actions could harm our business or reputation.

The regulatory environment with regard to our business is evolving, and officials often exercise broad discretion in deciding how to interpret and apply applicable regulations. From time to time, we receive formal and informal inquiries from various government regulatory authorities, as well as self-regulatory organizations, about our business and compliance with laws, regulations or standards.

Any determination that our operations or activities, or the activities of our employees, are not in compliance with existing laws, regulations or standards could result in the imposition of substantial fines, civil or criminal liability, interruptions of business, loss of supplier, vendor, customer or other third-party relationships, termination of necessary licenses and permits or similar results, all of which could potentially harm our business and reputation. Even if an inquiry does not result in these types of determinations, regulatory authorities could cause us to incur substantial costs or require us to change our business practices in a manner materially adverse to our business and could create negative publicity, which could harm our business and reputation.

As a fossil fuel-based technology, we may be subject to a heightened risk of regulation and to changes in our customers' energy procurement policies.

The current generation of our natural gas power systems produce fewer carbon emissions than the average U.S. marginal power generation sources that our projects displace. However, the operation of our power systems does produce some CO2, which contributes to global climate change. As such, we may be negatively impacted by CO2-related changes in applicable laws, regulations, ordinances, rules, including carbon pricing, or the requirements of the incentive programs on which we and our customers currently rely, as well as potential scrutiny around voluntary or regulatory carbon emissions reporting by our existing or potential customers. While the Trump Administration has worked to remove many carbon regulations and initiatives, this shift may lead to an increased focus on state and local-level substitutes. Changes in laws, regulations or ordinances, or rules that apply to our installations and new technology could make it more difficult or costly to install and operate our power systems, thereby negatively affecting our ability to deliver cost savings to our customers. Additionally, our customers' and potential customers' energy procurement policies may prohibit or limit their willingness to procure our power systems. Our business prospects may be negatively impacted if we are prevented from completing new installations or our installations become more costly as a result of laws, regulations or ordinances, or rules applicable to our power systems, or by our customers' and potential customers' energy procurement policies.

We may become subject to product liability claims, which could harm our financial condition and liquidity if we are not able to successfully defend or insure against such claims.

We face an inherent business risk of exposure to product liability claims in the event that our power systems' failure to perform to specification results, or is alleged to result, in property damage, bodily injury and/or death. At any given time, we have in the past and may in the future be subject to various and multiple product liability claims, any one of which, if decided adversely to us, may have a material adverse effect on our results of operation in the period in which our liability with respect to any such claim is recognized. While we maintain insurance coverage with respect to certain product liability claims, we may not be able to obtain such insurance on acceptable terms in the future, if at all, and any such insurance may not provide adequate coverage against product liability claims. In addition, product liability claims can be expensive to defend and can divert the attention of management and other personnel for significant periods of time, regardless of the ultimate outcome. Furthermore, even if we are successful in defending against a claim relating to our power systems, claims of this nature could cause our customers to lose confidence in our power systems and us.

Litigation or administrative proceedings could have a material adverse effect on our business, financial condition and results of operations.

We have been and continue to be involved in legal proceedings, administrative proceedings, claims and other litigation that arise in the ordinary course of business. In addition, we have in the past and may in the future seek the amendment of existing regulations or, in some cases, the creation of new regulations, in order to operate our business in some jurisdictions. Such regulatory processes may require public hearings concerning our business, which could expose us to subsequent litigation.

Unfavorable outcomes or developments relating to proceedings to which we are a party or transactions involving our power systems, such as judgments for monetary damages, injunctions, or denial or revocation of permits, could have a material adverse effect on our business, financial condition and results of operations. To the extent such proceedings also generate negative publicity, our reputation and business could also be materially and adversely affected. In addition, handling compliance issues and the settlement of claims could materially and adversely affect our financial condition and results of operations.

Our activities and operations are subject to numerous health and safety laws and regulations, and if we violate such laws and regulations, we could face penalties and fines.

We are subject to numerous health and safety laws and regulations in each of the jurisdictions in which we operate. These laws and regulations require us to obtain and maintain permits and approvals and implement health and safety programs and procedures to control risks associated with our projects. Compliance with those laws and regulations can require us to incur substantial costs. Moreover, if our compliance programs are not successful, we could be subject to penalties or to revocation of our permits, which may require us to curtail or cease operations of the affected projects. Violations of laws, regulations and permit requirements may also result in criminal sanctions or injunctions. Health and safety laws, regulations and permit requirements may change or become more stringent. Any such changes could require us to incur materially higher costs than we currently have. Our costs of complying with current and future health and safety laws, regulations and permit requirements, and any liabilities, fines or other sanctions resulting from violations of them, could materially and adversely affect our business, financial condition and results of operations.

Risks Related to Our Intellectual Property

Our failure to protect our intellectual property rights may undermine our competitive position, and litigation to protect our intellectual property rights may be costly.

Although we have taken many measures to protect our intellectual property, including by means of contractual restrictions, physical and technical access limitations, segregation of knowledge, password

protections and other security measures, preventing misappropriation of proprietary technology can be difficult and expensive. In addition, we cannot guarantee that all employees, contractors, subcontractors, service providers or sub-service providers with access to our proprietary technology have executed appropriate confidentiality or intellectual property assignment agreements, which could weaken our ability to enforce ownership or maintain secrecy.

Litigation may be necessary to enforce our intellectual property rights, protect our trade secrets, respond to allegations that our technologies infringe third-party intellectual property rights or determine the validity and scope of the proprietary rights of others. Such litigation may result in our intellectual property rights being challenged, limited in scope or declared invalid or unenforceable and could result in substantial costs and diversion of resources and management's attention, adversely affecting our business, financial position and results of operations. We cannot be certain that the outcome of any litigation will be in our favor, and an adverse determination in any such litigation could impair our intellectual property rights and may harm our business, prospects and reputation. Defending infringement claims or obtaining necessary licenses could be costly, time-consuming or unavailable on commercially reasonable terms, and we may be required to develop alternative non-infringing technology, which may not be successful or may require significant time and expense.

We rely primarily on patent, trade secret, copyright and trademark laws, and non-disclosure, confidentiality and other types of contractual restrictions, to establish, maintain, and enforce our intellectual property and proprietary rights. However, our rights under these laws and agreements afford us only limited protection and may not be adequate in all respects. For example, our trade secrets and other confidential information could be disclosed in an unauthorized manner to third parties, our owned or licensed intellectual property rights could be challenged, invalidated, circumvented, infringed or misappropriated or our intellectual property rights may not be sufficient to provide us with a competitive advantage, any of which could have a material adverse effect on our business, financial condition or results of operations. Although we treat our proprietary software, such as our Granite platform, and source code as trade secrets, these protections may not be sufficient to prevent unauthorized access, use or disclosure, and trade secret or contractual restrictions may not be effective in preventing or providing remedies for unauthorized access to, or use or disclosure of, our confidential information.

Our competitive position depends in part on our ability to maintain, improve and adapt our technology, including our patented generator technology and proprietary Granite platform, to meet the operational requirements of evolving customer needs. Our patented generator technology is a core technology of our power systems, and we rely on the Granite platform for real-time monitoring, operating data gathering and analytics, predictive diagnostics and dispatch and market participation functions, and failure to maintain, improve and adapt these technologies could negatively impact our ability to sell and install power systems and deliver our services to new and existing customers and ultimately diminish our competitive position. In addition, many of our competitors also utilize various data analysis technologies, and if we fail to maintain, improve and adapt our own technologies, competitors may develop similar or more advanced technologies, which could result in new and existing customers seeking commercial opportunities with competitors. Even if we are successful in innovating our data analysis technologies, such innovations may not result in the intended benefits or have a significant impact on our business, and our technologies may become obsolete, which could adversely affect our competitive position and results of operations. In addition, as our competitors continue to innovate, it is possible that certain of our data analysis technologies, including the Granite platform or those we license from third parties, as well as other aspects of our business, could infringe the intellectual property rights of others, and from time to time, we may be subject to allegations that we infringe such rights.

In addition, the laws of some countries do not protect proprietary rights as fully as do the laws of the United States, which may limit our ability to adequately protect our proprietary rights abroad.

Our patent applications may not result in issued patents, and our issued patents may be successfully challenged in litigation or post-grant proceedings, either of which may have a material adverse effect on our ability to prevent others from commercially exploiting power system solutions similar to ours.

We cannot be certain that any future patent applications will result in issued patents or that any of our issued patents will afford protection against a competitor. The status of patents involves complex legal and factual questions, and the breadth of claims allowed is subject to disagreement. As a result, we cannot be certain that any patent applications that we file in the future will result in patents being issued or that our patents and any patents that may be issued to us in the future will afford protection against competitors with similar technology. In addition, patent applications filed in foreign countries are subject to laws, rules and procedures that differ from those of the United States, and thus we cannot be certain that foreign patent applications related to issued U.S. patents will be issued in other regions. Furthermore, even if any patent applications are accepted and the associated patents issued, some foreign countries provide significantly less effective patent enforcement rights than the United States.

In addition, patents issued to us may be infringed upon or designed around by others and others may obtain patents that we need to license or design around, either of which would increase costs and may adversely affect our business, prospects and results of operations.

We may need to defend ourselves against claims that we infringed, misappropriated or otherwise violated the intellectual property rights of others, which could divert management's attention, cause us to incur significant costs and prevent us from selling or using the technology to which such rights relate.

Companies, organizations or individuals, including our competitors, may hold or obtain patents, trademarks, copyrights or other proprietary rights that they believe are infringed by our power systems or services. These companies holding patents or other intellectual property rights could make claims or bring suits alleging infringement, misappropriation or other violations of such rights, or otherwise assert their rights by seeking royalties or injunctions preventing us from operating. We generally indemnify our customers against claims that the power systems we supply do not infringe, misappropriate or otherwise violate third-party intellectual property rights, and we therefore may be required to defend our customers against such claims. If a claim is successfully brought in the future and we or our power systems are determined to have infringed, misappropriated or otherwise violated a third-party's intellectual property rights, we may be required to do one or more of the following:

- cease selling or using our power systems or services that incorporate the challenged intellectual property;
- pay substantial damages (including treble damages and attorneys' fees if our infringement is determined to be willful);
- obtain a license from the holder of the intellectual property right, which may not be available on reasonable terms or at all;
- redesign our power systems, services or means of production, which may not be possible or cost-effective; or
- in some instances, re-purchase power systems from our customers.

Any of the foregoing could adversely affect our business, financial condition, results of operations and prospects. In addition, any litigation or claims, whether or not valid, could harm our reputation, result in substantial costs and divert resources and management attention.

We also license technology and intellectual property from third parties and incorporate components supplied by third parties into our power systems. We may face claims that our use of such technology, intellectual property or components infringes or otherwise violates the rights of others, which would subject us to the risks

described above. If we are unable to successfully defend against such claims or to license necessary third-party technology, intellectual property or components on acceptable terms, we may be required to obtain or develop alternative, non-infringing technology, intellectual property or components, which could require significant time, effort and expense or lower quality and may ultimately be unsuccessful. We may seek indemnification from our licensors or suppliers under our contracts with them, but our right to indemnification or our suppliers' resources may be unavailable or insufficient to cover our costs and losses.

Our failure to obtain the right to use necessary third-party intellectual property rights on reasonable terms, or our failure to maintain, and comply with the terms and conditions applicable to these rights, could harm our business and prospects.

We rely on certain technology and intellectual property from third parties, and our inability to license or maintain rights to that technology and intellectual property on acceptable terms, or at all, could require us to obtain or develop substitutes at significant cost or delay or of lower quality. In addition, such licenses or rights may be non-exclusive, which could result in our competitors gaining access to the same technology and intellectual property. The licensing or acquisition of third-party intellectual property rights is a competitive area, and other established companies may pursue strategies to license or acquire third-party intellectual property rights that we may consider attractive or necessary. These established companies may have a competitive advantage over us due to their size, capital resources or greater development or commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We could encounter delays and incur significant costs in power system sales or installations or the delivery of our services while we attempt to develop or obtain alternative technology or intellectual property, or redesign our power systems or services, to avoid infringing third-party patents or proprietary rights. Failure to obtain any such licenses or rights or to obtain or develop alternative technology or intellectual property could prevent us from selling or installing our power systems or delivering our services, and the prohibition of sale or the threat of the prohibition of sale of any of our power systems or services could materially affect our business, financial condition and results of operations, and our ability to gain market acceptance for our power systems and services.

We utilize open-source software in our proprietary software, which may pose particular risks to our power system solutions and services.

We utilize open source software code in our proprietary software, including our Granite platform, and expect to do so in the future. Use of open source software can lead to greater risks than use of third-party commercial software, since open source licensors generally do not provide warranties or controls with respect to origin, functionality or other features of the software. Further, companies that incorporate open source software into their products have, from time to time, faced claims challenging their use of open source software and compliance with open source license terms. As a result, we could be subject to lawsuits by parties claiming ownership of or rights to control the licensing of what we believe to be proprietary software or claiming noncompliance with open source licensing terms. Some open source software licenses require users who distribute open source software as part of their products to publicly disclose all or part of the source code in their software and make any derivative works of the open source code available for limited fees or at no cost. Open source license terms may be ambiguous, and many of the risks associated with the use of open source software cannot be eliminated.

In addition, we do not have complete visibility into all open-source components, license obligations or approval and review processes used within our proprietary platforms, including Granite, and we cannot be certain that comprehensive governance programs, such as full inventorying, license tracking or ongoing compliance monitoring, are in place or fully mature. We also may not have identified all material third-party software, data and intellectual property dependencies incorporated into our offerings, or fully assessed whether related license terms, renewal obligations or indemnities are appropriately tracked and monitored. Any gaps in these processes could increase our exposure to license violations, unexpected obligations or claims related to intellectual property rights.

If we were found to have inappropriately used open source software, we may be required to release our proprietary source code, re-engineer our software, discontinue the sale or use of certain capabilities in our power systems or services in the event re-engineering cannot be accomplished on a timely basis, or take other remedial action. Furthermore, if we are unable to obtain or maintain licenses from third parties or fail to comply with open source licenses, we may be subject to costly third-party claims of intellectual property infringement or ownership of our proprietary source code. There is little legal precedent in this area and any actual or claimed requirement to disclose our proprietary source code or pay damages for breach of contract could harm our business and prospects and could help third parties, including our competitors, develop products and services that are similar to or better than ours. Any of the above could have an adverse effect on our business, financial condition and results of operations and harm our competitive position.

We may be subject to claims that our employees, consultants or advisors have wrongfully used or disclosed proprietary information or know-how of their current or former employers or claims asserting ownership of what we regard as our own intellectual property rights.

Many of our employees, consultants and advisors are currently or were previously employed or engaged at other companies in our field, including our competitors or potential competitors. We may be subject to claims that we or these individuals have used or disclosed intellectual property rights, including trade secrets or other proprietary information, of any such individual's current or former employer. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

Further, our ability to protect our own trade secrets and other proprietary information depends in part on the effectiveness of our technical and administrative controls, including access controls, safeguards around code repositories, segregation-of-duties practices and other confidentiality and security measures. These controls may not always be consistently implemented, monitored or periodically reviewed across all teams or systems. Any lapses, gaps or inconsistencies in such controls could increase the risk of inadvertent disclosure, unauthorized access or misappropriation of our proprietary information by employees, contractors or other third parties.

In addition, while it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property rights to execute agreements assigning such intellectual property rights to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property rights that we regard as our own. Additionally, the assignment of intellectual property rights may not be self-executing, or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property rights. Any of the foregoing could harm our competitive position, business, financial condition, results of operations and prospects.

Risks Related to Our Financial Condition and Results of Operations

Our financial condition, results of operations and other key operating metrics may fluctuate from period to period, which could cause our results for a particular period to fall below expectations, resulting in a decline in the price of our Class A common stock.

Our financial condition, results of operations and other key operating metrics have fluctuated significantly in the past and may continue to fluctuate in the future due to a variety of factors, many of which are beyond our control. For example, the amount of revenue we recognize in a given period is materially dependent on the volume of power system sales, the achievement of milestones in the design, construction and installation of our power systems and the delivery of services to maintain and operate our power systems pursuant to O&M service contracts. In addition to the other risks described herein, the following factors subject us to period-to-period fluctuations in our financial condition, results of operations and key operating metrics: (i) the timing of the

design, construction and installations of our power systems, which may depend on many factors such as availability of inventory, product quality or performance issues, site conditions, such as weather, local permitting requirements, utility requirements, environmental, health and safety requirements, availability of labor, health emergencies and customer facility construction schedules, (ii) the size of particular power systems to be designed, constructed and installed and the number of sites involved in any particular quarter, (iii) the geographical mix of customer sales, (iv) the rates of return required by financing parties, (v) disruptions in our supply chain, (vi) whether we are able to structure our sales agreements in a manner that would allow for the power system and installation revenue to be recognized upfront, (vii) delays or cancellations of power system installations, (viii) fluctuations in our service costs, particularly due to unexpected costs and rising labor costs, (ix) fluctuations in our research and development expense, including periodic increases associated with the pre-production qualification of additional tools as we expand our assembly capacity, (x) the length of the sales and installation cycle for a particular customer, (xi) the timing and level of additional purchases by new and existing customers, which may be impacted by macroeconomic factors including inflation, interest rates, the recessionary environment and availability of capital, (xii) the timing of the development of the market for our new features and technologies, (xiii) unanticipated expenses or installation delays associated with changes in governmental regulations, permitting requirements, utility requirements and environmental, health and safety requirements, (xiv) disruptions in our sales, assembly, service or other business activities resulting from disagreements with our labor force or our inability to attract and retain qualified personnel and (xv) unanticipated changes in government incentive programs available for us, our customers and financing parties. In addition, our revenue, key operating metrics and other results of operations in future periods may fall short of our projections or the expectations of investors and financial analysts, which could have a material adverse effect on the price of our Class A common stock.

If we fail to manage our growth effectively, our business, results of operations and prospects may suffer.

Our business has experienced periods of rapid growth, and in the future, we may continue to grow our business rapidly. Growth in our business could place significant demands on our management, operations, systems, accounting, internal controls and financial resources, and it may also negatively impact our ability to retain key personnel. If we experience difficulties in any of these or other areas of our business, we may not be able to expand our business successfully or effectively manage our growth. In particular, if we experience a significant growth in power systems sales and services without effectively managing growth in our ERock Platform services and assembly capabilities to deliver on such orders or otherwise enhancing our service and assembly capabilities to satisfy customers' expectations, we may not be able to meet demand for our power systems in a timely manner, which could lead to customer cancellations or reduced orders. We may also need additional assembly capacity, and we and some of our suppliers may need additional capital-intensive equipment. Any growth in our assembly capabilities must include scaling quality control as the increase in assembly increases the possible risk of defects or lower quality assembly. In addition, any growth in the volume of sales of our power systems may outpace our ability to engage sufficient and experienced personnel to manage and complete the higher number of installations on a timely basis and in accordance with our expectations and standards. Any failure to manage our growth effectively could materially and adversely affect our business, financial condition, results of operations and prospects. Our future operating results depend to a large extent on our ability to manage this growth successfully.

We identified material weaknesses in our internal control over financial reporting, and, if not remediated effectively, our ability to produce timely and accurate financial statements or comply with applicable laws and regulations could be impaired, which could result in loss of investor confidence in the accuracy and completeness of our financial reports and materially adversely affect our results of operations and stock price.

The accuracy of our financial reporting is dependent on the effectiveness of our internal controls. As a public company, we will be required to provide a report from management to our stockholders on our internal control over financial reporting that includes an assessment of the effectiveness of these controls. As disclosed elsewhere in this prospectus, management concluded that our internal control over financial reporting was not

effective as of December 31, 2025 as we have identified material weaknesses in our internal control over financial reporting related to: (i) insufficient segregation of duties in the financial statement reporting and general information technology processes; (ii) a lack of sufficient levels of staff with public company and technical accounting experience to maintain proper control activities and perform risk assessment and monitoring activities; and (iii) insufficient general information technology controls, including access, security and change management controls. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The material weaknesses have not yet been remediated as of the date of this prospectus.

Our management is in the process of developing and implementing a remediation plan. We expect remediation costs to consist primarily of third party accounting and IT resources and investments in our accounting and IT systems, for which we have not incurred material costs to date and which we do not anticipate will have a material impact to our financial statements. The material weaknesses will be considered remediated when our management designs and implements effective controls that operate for a sufficient period of time and management has concluded, through testing, that these controls are effective. Our management will monitor the effectiveness of our remediation plans and will make changes management determines to be appropriate. We can provide no assurance that our remediation plan to fully remediate these material weaknesses on our contemplated timeline, including, but not limited to, implementing sufficient segregation of duties in the financial statement reporting and general information technology processes, hiring sufficient levels of staff with public company and technical accounting experience to maintain proper control activities and perform risk assessment and monitoring activities and implementing sufficient general information technology controls, including access, security and change management controls, will be successful.

If we are unable to remediate the material weaknesses on our contemplated timeline or otherwise in a timely manner, or if we are unable to assert that our internal control over financial reporting is effective, or, if required in the future, our independent registered public accounting firm is unable to express an unqualified opinion as to the effectiveness of the internal control over financial reporting, our annual or interim financial statements could include material misstatements that might not be prevented or detected on a timely basis, and we could suffer harm to our reputation, incur incremental compliance costs, fail to meet our public reporting requirements on a timely basis, including due to delayed filing of required periodic reports, be unable to properly report on our business and our results of operations, or be required to restate our financial statements, all of which could result in loss of investor confidence in the accuracy and completeness of our financial reports, subject us to litigation, sanctions or investigations by the SEC, the NYSE or other regulatory authorities, which would require management resources and payment of legal and other expenses, and our results of operations and the price of our Class A common stock could be materially adversely affected.

Internal control over financial reporting has inherent limitations, including human error, the possibility that controls could be circumvented or become inadequate because of changed conditions and fraud. Because of these inherent limitations, internal control over financial reporting might not prevent or detect all misstatements or fraud. In addition, our business has grown rapidly over the last few years and is expected to continue to grow rapidly in the near-term. In the event of further growth, our internal controls over financial reporting may not be adequate to support our operations.

Our indebtedness, and restrictions imposed by the agreements governing our outstanding indebtedness, may limit our financial and operating activities and may adversely affect our ability to incur additional debt to fund future needs.

As of March 31, 2026, we had total indebtedness of $63.2 million. Our level of indebtedness may make it difficult for us to secure additional debt financing at an attractive cost, which may in turn impact our ability to expand or maintain our operations, develop our power systems, and remain competitive in the market. The agreements governing our outstanding indebtedness contain, and any future indebtedness of ours or our subsidiaries would likely contain, a number of restrictive covenants that impose operating and financial

restrictions on us and our subsidiaries, including limitations on our ability to engage in acts that may be in our best long-term interests. These restrictions set limitations on, among other things, our ability to: incur liens; incur or assume additional debt or guarantees or issue preferred stock; pay dividends, or make redemptions and repurchases, with respect to capital stock; prepay, or make redemptions and repurchases of, subordinated debt; make loans and investments; make capital expenditures; engage in mergers, acquisitions, asset sales, sale/leaseback transactions and transactions with affiliates; change the business conducted by us or our subsidiaries; and amend the terms of subordinated debt.

These restrictions and any restrictions contained in future financing agreements may adversely affect our ability to finance future operations or capital needs or to engage in other business activities. A breach of any such restrictions would result in a default. If any such default occurs, our lenders may elect to declare all outstanding borrowings, together with accrued interest and other fees, to be immediately due and payable, or enforce certain security interests, any of which would result in an event of default. The lenders may also have the right in these circumstances to terminate any commitments they have to provide further borrowings.

If we do not maintain the confidence of our customers in our liquidity, including our ability to timely service our debt obligations and grow our business over the long-term, our business and prospects could be harmed.

If potential customers believe we do not have sufficient capital or liquidity to operate our business over the long-term, including to timely service our debt obligations, or that we will be unable to maintain, support or operate our power systems, customers may be less likely to purchase our power systems, particularly in light of the significant financial commitment required. In addition, financing sources may be unwilling to provide financing on reasonable terms. Similarly, suppliers, financing partners and other third parties may be less likely to invest time and resources in developing business relationships with us if they have concerns about the success of our business. Accordingly, in order to grow our business, we must maintain confidence in our liquidity and long-term business prospects among customers, suppliers, financing partners and other parties. This may be particularly complicated by factors such as: our limited operating history at a large scale; the size of our debt obligations; profitability concerns; unfamiliarity with or uncertainty about our power systems and the overall perception of the distributed energy generation market; prices for electricity or natural gas; competition from alternate sources of energy; generator warranty or unanticipated service issues we may experience; the perceived value of environmental programs or policies to our customers; the size of our expansion plans in comparison to our existing capital base and the scope and history of operations; the availability and amount of tax incentives, credits, subsidies or other incentive programs; and the other factors set forth in this “Risk Factors” section. Several of these factors are largely outside our control, and any negative perceptions about our liquidity or long-term business prospects could harm our business.

We may not be able to generate sufficient cash to meet our debt service obligations or our growth plans.

Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not generate sufficient cash flow from operations in the future to service our debts and make necessary capital expenditures. If we are unable to generate sufficient cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of those activities or engage in these activities on desirable terms, which could result in a default on our debt obligations.

We may need additional capital to finance our growth strategy or to refinance our existing indebtedness, and we may not be able to obtain it on acceptable terms, or at all, which may limit our ability to grow.

We may require additional financing to expand our business. Financing may not be available to us or may be available to us only on terms that are not favorable. The terms of our existing indebtedness limit our ability to

incur additional debt. In addition, economic conditions, including a downturn in the credit markets, could impact our ability to finance our growth on acceptable terms or at all. If we are unable to raise additional funds or obtain capital on acceptable terms, we may have to delay, modify or abandon some or all of our growth strategies. In the future, if we are unable to refinance our indebtedness on acceptable terms, our financial condition and results of operations could be materially and adversely affected.

Operational costs can be difficult to predict.

Operational performance and costs can be difficult to predict and are often influenced by factors outside of our control, such as, but not limited to, scarcity of key inputs, such as natural gas or other natural resources, environmental hazards and remediation, costs associated with construction, commissioning, testing, labor disputes and strikes, difficulty or delays in obtaining governmental permits, damages or defects in electronic systems, industrial accidents, fire, seismic activity and natural disasters. In addition, the components of our power systems suffer unexpected malfunctions from time to time and require repairs and spare parts to resume operations, which may not be available when needed. Unexpected malfunctions of our power systems or their constituent components may significantly affect the intended operational efficiency and performance.

Should an operational risks materialize, it may result in the personal injury to or death of workers, the loss of equipment, damage to assembly facilities, monetary losses, delays and unanticipated fluctuations in production, environmental damage, administrative fines, increased insurance costs and potential legal liabilities, all which could have a material adverse effect on our business, results of operations, cash flows, financial condition or prospects. Furthermore, in recent periods, our internal operations have grown in complexity. We may in the future continue to grow our operations, both in terms of complexity and headcount. Any continued growth could increase our operational costs and failure to manage such growth could lead to additional costs in the future.

Incorrect estimates or assumptions by management in connection with the preparation of our consolidated financial statements could materially and adversely affect our reported assets, liabilities, income, revenue or expenses.

The preparation of our consolidated financial statements requires management to make critical accounting estimates and assumptions that affect the reported amounts of assets, liabilities, income, revenues or expenses during the reporting periods. Incorrect estimates and assumptions by management could adversely affect our reported amounts of assets, liabilities, income, revenues and expenses during the reporting periods. If we make incorrect assumptions or estimates, our reported financial results may be over- or understated, which could materially and adversely affect our business, financial condition and results of operations.

Any capital preservation investments that we may invest in will be subject to market, interest and credit risk that may reduce its value.

In the future, we may invest in a variety of capital preservation investments, which may consist of debt securities, including, but not limited to, money market funds, U.S. Treasuries or U.S. government securities. We currently do not use derivative financial instruments to adjust our investment portfolio risk or income profile. These investments, as well as any cash deposited in bank accounts, are subject to general credit, liquidity, market and interest rate risks. If the global credit market experiences volatility or deteriorates, our investment portfolio may be impacted and some or all of our investments may experience other-than-temporary impairment, which could materially and adversely affect our financial condition and results of operations.

Risks Related to Our Operations

Operational disruptions in our areas of operation from weather, natural disasters, terrorism or other similar causes could impact our business, financial condition and results of operations.

We operate in several regions across the United States, each of which may be adversely affected by seasonal weather conditions and natural or man-made disasters. Natural disasters (such as earthquakes, tornadoes,

hurricanes, wildfires or floods), periods of extreme weather conditions or temperatures, or acts of terrorism could damage or destroy our or our customers' infrastructure in our areas of operations or result in a disruption of our or their operations. During periods of heavy rain or extreme weather conditions, such as tornadoes, or after other disruptive events such as earthquakes, wildfires or floods, our or our customers' infrastructure and assets may be damaged. Such disruptions could have a material adverse effect on our financial condition and results of operations. Public health emergencies could have a similar effect of disrupting ours or our customers' businesses to the extent they impact the demand for natural gas, our areas of operation, the availability of supplies required by our customers, or the employees or other personnel who operate our or our customers' businesses.

We may be subject to disruptions or failures in information technology systems and network infrastructures that could have a material adverse effect on our business, financial condition and results of operations.

We rely on the efficient and uninterrupted operation of complex information technology systems and network infrastructures to operate our business. In addition, our cloud-based monitoring service, Granite, which we use to track and monitor the performance of our power systems, is dependent on cloud-based hosting services, along with the availability of internet or cellular data services at end-user premises. Despite testing by us, real or perceived errors, failures or bugs in our power system infrastructure, software or technology, or the technology or software we license from third parties, including open source software, may not be found until our customers use our power systems. Real or perceived errors, failures or bugs in our power systems could result in negative publicity, loss of or delay in market acceptance of our power systems, harm to our reputation, weakening of our competitive position or claims by customers for losses sustained by them. Disruption, unauthorized access or failure of our information technology systems, third-party cloud hosting platforms or end-user data services as a result of software or hardware malfunctions, system implementations or upgrades, computer viruses, cyber-attacks, third-party security breaches, employee/human error, theft or misuse, malfeasance, power disruptions, natural disasters or accidents could disrupt or damage the operations of power systems or render such power systems inoperable or cause breaches of data security, failure of our service, including our O&M and asset management services, loss of intellectual property and critical data and the release and misappropriation of sensitive competitive information and partner, customer and employee personal data. We have been and may in the future be subject to fraud attempts from outside parties through our electronic systems (such as "phishing" e-mail communications to our finance, technical or other personnel), which could put us at risk for harm from fraud, theft or other loss if our internal controls do not operate as intended. Any such future events could further harm our competitive position, result in a loss of customer confidence, cause us to incur significant costs to remedy any damages and ultimately materially adversely affect our business, financial condition and results of operations.

Data security breaches and cyberattacks could compromise our intellectual property or other confidential information and cause significant damage to our business, power systems performance and reputation.

We maintain information that is confidential, proprietary or otherwise sensitive in nature on our information technology systems, and on the systems of our third-party providers. This information includes intellectual property, financial information and other confidential information related to us and our employees, prospects, customers, suppliers and other business partners. Additionally, our information technology provides us with the ability to remotely control some variables of our power systems; they are connected to, controlled and monitored by our centralized remote monitoring service. We rely on our internal software applications for many of the functions we use to operate our business generally. Cyberattacks are increasing in frequency and evolving in nature. We and our third-party providers are at risk of attack through the use of increasingly sophisticated methods, including malware, phishing and the deployment of artificial intelligence to find and exploit vulnerabilities.

Our information technology systems, and those maintained by our third-party providers, have been in the past, and may be in the future, subjected to attempts to gain unauthorized access, disable, destroy, maliciously control or cause other system disruptions. In some cases, it is difficult to anticipate or to detect immediately such incidents and the damage they caused. While these types of incidents have not had a material effect on our business to date, future incidents involving access to our network or improper use of our systems, or those of our

third parties, could compromise confidential, proprietary or otherwise sensitive information, as well as the operation of our power systems.

There is no assurance that any measures we may take to combat known and unknown cybersecurity risks will be sufficient to prevent security breaches and cyberattacks. The security of our infrastructure, including the network that connects our power systems to our remote monitoring service, may be vulnerable to breaches, unauthorized access, misuse, computer viruses or other malicious code and cyberattacks that could have a material adverse impact on our business and our power systems in the field, and the protective measures we have taken may be insufficient to prevent such events. A breach or failure of our networks or computer or data management systems due to intentional actions such as cyberattacks, including ransomware attacks, phishing or denial-of-service attacks, negligence or other reasons, whether as a result of actions by third-parties or our employees, could seriously disrupt our operations or could affect our ability to control or to assess the performance in the field of our power systems and could result in disruption to our business and legal liability.

In addition, security breaches and cyberattacks could negatively impact our reputation and our competitive position and could result in litigation with third parties, regulatory action and increased remediation costs, any of which could materially and adversely impact our business, our financial condition, and our results of operations. Although we maintain insurance coverage that may cover certain liabilities in connection with some security breaches and cyberattacks, we cannot be certain it will be adequate for liabilities actually incurred or that any insurer will not deny coverage of future claims.

We use artificial intelligence in our business and in our power systems, and challenges with properly managing its use could result in reputational harm, competitive harm, and legal liability, and materially and adversely affect our results of operations.

We currently use artificial intelligence tools internally, primarily those provided by third parties. In the future we may incorporate artificial intelligence solutions into our power systems, services and features, including our Granite platform, and we may leverage artificial intelligence, including generative artificial intelligence and machine learning, in our product development, operations and software programming. Our competitors or other third parties may incorporate artificial intelligence into their products or operational processes more quickly or more successfully than us, which could have a material adverse effect on our competitive position, reputation and results of operations.

There are also significant risks involved in developing and deploying artificial intelligence and there can be no assurance that the usage of artificial intelligence will enhance our power systems or services or be beneficial to our business, including our efficiency or profitability. The rapid evolution of artificial intelligence, including the regulation of artificial intelligence by government or other regulatory agencies, will require significant resources to develop, test and maintain our platforms, offerings, services, and features to implement artificial intelligence ethically and minimize any unintended harmful impacts.

The intellectual property rights associated with artificial intelligence have not been fully addressed by U.S. courts, and there remains uncertainty and ongoing litigation in different jurisdictions as to the degree and extent of protection warranted for artificial intelligence technologies and relevant system inputs and outputs. The courts and regulators have not clearly defined the scope for artificial intelligence-generated content, algorithms or trained models. If we fail to secure or maintain protection for the intellectual property rights concerning technologies developed using artificial intelligence, or later have our intellectual property rights invalidated or otherwise diminished, our competitors may be able to take advantage of our research and development efforts to develop competing products, which could adversely affect our business, reputation, financial condition, or results of operations.

Moreover, the current use or future adoption of artificial intelligence in our business and/or our power systems, services and features (including our Granite platform), which may include tools developed by third parties, could expose us to breach of a data or software license, website terms of service claims, claimed

violations of privacy rights or other tort claims. Further, our employees' use of third-party or publicly available artificial intelligence tools may inadvertently result in the disclosure of our intellectual property, proprietary information or other sensitive or confidential data into the public domain, which could expose us to legal liability, diminish the value of our intellectual property, weaken our competitive position and harm our reputation.

If we are unable to attract and retain key employees and hire qualified management, technical, engineering, sales and support personnel, our ability to compete and successfully grow our business could be harmed.

We depend on the skills, institutional knowledge, working relationships and continued services and contributions of key employees, including our senior leadership team and other key technical, engineering, sales and support personnel, as a critical part of our human capital resources. The loss of the services of any of our key employees could disrupt our operations, delay the design, assembly and installation of our power systems and the delivery of our ERock Platform services, and negatively impact our business, operating results and prospects. In addition, our ability to achieve our operating and strategic goals depends on our ability to identify, hire, train and retain qualified individuals. In order to support increases in our assembly capacity and meet our delivery obligations, we will need to significantly increase headcount in the near future, and any failure to do so could make it difficult to achieve our operating and strategic goals. Competition for assembly employees in Houston is extremely intense. We may not be able to hire and retain these personnel at compensation levels consistent with our existing compensation and salary structure. Some of the companies with which we compete for experienced employees have greater resources than we have and may be able to offer more attractive terms of employment, and we may lose key employees or fail to attract other talented personnel. Our failure to attract and retain our senior leadership team and other key technical, engineering, sales and support personnel could adversely impact our business, prospects, financial condition and operating results. In addition, we do not have "key person" life insurance policies covering any of our key employees, and none of our key employees is bound by an employment agreement for any specific term.

Unsatisfactory safety performance may negatively affect our customer relationships and, to the extent we fail to retain existing customers or attract new customers, materially and adversely impact our revenues.

Our ability to retain existing customers and attract new business is dependent on many factors, including our ability to demonstrate that we can reliably and safely operate our business and stay current on constantly changing rules, regulations, training and laws. Existing and potential customers consider the safety record of their service providers to be of high importance in their decision to engage third-party servicers. If one or more accidents involving the construction, installation, operation or maintenance of our power systems were to occur, the affected customer may seek to terminate or cancel its use of power systems or services and may be less likely to continue to use our services, which could cause us to lose substantial revenues. Further, our ability to attract new customers may be impaired if they elect not to purchase our third-party services because they view our safety record as unacceptable. In addition, it is possible that we will experience numerous or particularly severe accidents in the future, causing our safety record to deteriorate. This may be more likely as we continue to grow or if we experience high employee turnover or labor shortage or add inexperienced personnel.

We may be materially and adversely impacted by the effects of climate change and may incur increased costs and experience other impacts due to new or more stringent climate change regulations, accords, mitigation efforts, GHG regulations or other legislation designed to address climate change.

The potential impacts of climate change on our customers, power systems, service offerings, operations, facilities and suppliers are accelerating and uncertain, as they will be particular to local and customer-specific circumstances. These potential impacts may include, among other items, physical long-term changes in the frequency and severity of weather events as well as customer behavior changes either through preference or regulation.

Concerns regarding climate change may lead to additional federal, state and local legislative and regulatory responses, accords and mitigation efforts. Various stakeholders, including legislators and regulators, shareholders

and non-governmental organizations, are continuing to look for ways to reduce GHG emissions, and consumers are increasingly demanding products and services resulting in lower GHG emissions. We could face risks to our reputation, investor confidence and market share due to an inability to innovate and develop new solutions that decrease GHG emissions. Increased input costs, such as fuel, utility, transportation and compliance-related costs could increase our operating costs and negatively impact customer operations and demand for our power system solutions. U.S. federal priorities have moved toward less stringent GHG regulations under the Trump administration, but some state priorities may focus on stricter regulations to compensate. As the impact of any additional future climate related legislative or regulatory requirements on our business and power system solutions is dependent on the timing, scope and design of the mandates or standards, we are currently unable to predict its potential impact which could have a material adverse effect on our financial condition, results of operations and cash flows.

Climate change may exacerbate the frequency and intensity of natural disasters, including wildfires and flash floods, and adverse weather conditions, which may cause disruptions to our operations, including disrupting assembly of our power systems, delivery of our ESI and O&M services and our supply chain.

Risks Related to Our Corporate Structure, Our Class A Common Stock and this Offering

Changes in effective tax rates, or adverse outcomes resulting from other tax increases or an examination of our income or other tax returns, could adversely affect our results of operations and financial condition.

Any changes in our effective tax rates or tax liabilities could adversely affect our results of operations and financial condition. Our future effective tax rates could be subject to volatility or adversely affected by a number of factors, including:

- changes in the valuation of our deferred tax assets and liabilities;
- expected timing and amount of the release of any tax valuation allowances;
- expansion into or future activities in new jurisdictions;
- the availability of tax deductions, credits, exemptions, refunds and other benefits to reduce tax liabilities;
- tax effects of share-based compensation; and
- changes in tax laws, tax regulations, accounting principles, or interpretations or applications thereof.

In addition, an adverse outcome arising from an examination of our income or other tax returns could result in higher tax exposure, penalties, interest or other liabilities that could have an adverse effect on our operating results and financial condition.

The requirements of being a public company, including compliance with the reporting requirements of the Exchange Act and the requirements of Sarbanes-Oxley, may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

As a public company, we will be required to comply with laws, regulations and requirements, including certain corporate governance provisions of the Sarbanes-Oxley, and regulations of the SEC and the requirements of the NYSE. Complying with these statutes, regulations and requirements will occupy a significant amount of time of our board of directors and management and significantly increase our costs and expenses. We will be required to:

- maintain a comprehensive compliance function;
- comply with rules promulgated by the NYSE;
- continue to prepare and distribute periodic public reports in compliance with our obligations under the federal securities laws;

- establish, maintain and update various internal policies, such as those relating to insider trading; and
- involve and retain to a greater degree outside counsel and accountants in the above activities.

The changes necessitated by becoming a public company require a significant commitment of resources and management oversight that has increased, and may continue to increase, our costs and might place a strain on our systems and resources. Such costs could have a material adverse effect on our business, financial condition and results of operations.

In addition, we expect that being a public company subject to these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as executive officers. We are currently evaluating these rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

Furthermore, while we generally must comply with Section 404 of the Sarbanes-Oxley Act for our fiscal year ending December 31, 2026, we are not required to have our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting until our first annual report subsequent to our ceasing to be an "emerging growth company" within the meaning of Section 2(a)(19) of the Securities Act of 1933, as amended (the "Securities Act"). Accordingly, we may not be required to have our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting until as late as our annual report for the fiscal year ending December 31, 2031. Once it is required to do so, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal control over financial reporting is documented, designed, operated or reviewed or that discloses a material weakness identified by our management in our internal control over financial reporting. Compliance with these requirements may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

We cannot be certain at this time that we will be able to successfully complete the procedures, certification and attestation requirements of Section 404 or that we or our independent registered public accounting firm will not identify additional material weaknesses in our internal control over financial reporting. If we fail to comply with the requirements of Section 404 or if we or our independent registered public accounting firm identify and report such material weaknesses, the accuracy and timeliness of the filing of our annual and quarterly reports may be materially adversely affected and could cause investors to lose confidence in our reported financial information, which could have a negative effect on the price of our Class A common stock. In addition, material weaknesses in the effectiveness of our internal control over financial reporting could result in an increased chance of fraud and the loss of customers, reduce our ability to obtain financing and require additional expenditures to comply with these requirements, each of which could have a material adverse effect on our business, results of operations and financial condition.

For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements, including those relating to accounting standards and disclosure about our executive compensation, that apply to other public companies.

We are classified as an "emerging growth company" under the JOBS Act. For as long as we are an emerging growth company, which may be up to five full fiscal years, unlike other public companies, we will not be required to, among other things: (i) provide an auditor's attestation report on management's assessment of the effectiveness of our system of internal control over financial reporting pursuant to Section 404(b) of Sarbanes-Oxley; (ii) comply with any new requirements adopted by the PCAOB requiring mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer; (iii) provide certain disclosures regarding executive compensation required of larger public companies; or (iv) hold nonbinding advisory votes on executive

compensation. Additionally, as an emerging growth company, we are required to present in this prospectus, and the registration statement of which this prospectus forms a part, only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations disclosure. We will remain an emerging growth company for up to five years, although we will lose that status sooner if we have more than $1.235 billion of revenues in a fiscal year, have more than $700.0 million in market value of our Class A common stock held by non-affiliates or issue more than $1.0 billion of non-convertible debt over a three-year period.

To the extent that we rely on any of the exemptions available to emerging growth companies, you will receive less information about our executive compensation and internal control over financial reporting than issuers that are not emerging growth companies. Additionally, we intend to take advantage of the extended transition periods for the adoption of new or revised financial accounting standards under the JOBS Act until we are no longer an emerging growth company. Our election to use the transition periods permitted by this election may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the extended transition periods permitted under the JOBS Act and who will comply with new or revised financial accounting standards.

If some investors find our Class A common stock to be less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may be more volatile.

The initial public offering price of our Class A common stock may not be indicative of the market price of our Class A common stock after this offering. In addition, an active, liquid and orderly trading market for our Class A common stock may not develop or be maintained, and our stock price may be volatile.

Prior to this offering, our Class A common stock was not traded on any market. An active, liquid and orderly trading market for our Class A common stock may not develop or be maintained after this offering. Active, liquid and orderly trading markets usually result in less price volatility and more efficiency in carrying out investors' purchase and sale orders. The market price of our Class A common stock could vary significantly as a result of a number of factors, some of which are beyond our control. In the event of a drop in the market price of our Class A common stock, you could lose a substantial part or all of your investment in our Class A common stock. The initial public offering price will be negotiated between us and representatives of the underwriters, based on numerous factors which we discuss in "Underwriting," and may not be indicative of the market price of our Class A common stock after this offering. Consequently, you may not be able to sell shares of our Class A common stock at prices equal to or greater than the price paid by you in this offering.

The following is a non-exhaustive list of factors that could affect our stock price:

- our operating and financial performance
- quarterly variations in our financial and operating results;
- the public reaction to our press releases, our other public announcements and our filings with the SEC;
- strategic actions by our competitors;
- our failure to meet revenue or earnings estimates by research analysts or other investors;
- changes in revenue or earnings estimates, or changes in recommendations or withdrawal of research coverage, by equity research analysts;
- speculation in the press or investment community;
- the failure of research analysts to cover our Class A common stock;
- sales of our Class A common stock by our Sponsor or other stockholders, or issuances of additional shares of our Class A common stock, or the perception that such sales or issuance may occur;

- changes in accounting principles, policies, guidance, interpretations or standards;
- additions or departures of key management personnel;
- actions by our stockholders;
- general market conditions, including fluctuations in commodity prices;
- domestic and international economic, legal and regulatory factors unrelated to our performance; and
- the realization of any risks described under this "Risk Factors" section.

The stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our Class A common stock. Securities class action litigation has often been instituted against companies following periods of volatility in the overall market and in the market price of a company's securities. Such litigation, if instituted against us, could result in very substantial costs, divert our management's attention and resources and materially harm our business, operating results and financial condition.

Conflicts of interest could arise in the future between us, on the one hand, and our Sponsor and entities owned by or affiliated with it (including Energy Impact Fund), on the other hand, concerning among other things, business transactions, potential competitive business activities or business opportunities.

Conflicts of interest could arise in the future between us, on the one hand, and our Sponsor and entities owned by or affiliated with it (including Energy Impact Fund), on the other hand, concerning among other things, business transactions, potential competitive business activities or business opportunities. Our Sponsor and other businesses owned by or affiliated with it operate in the energy and oilfield services industries. In the normal course of business, we have engaged in transactions with some of these companies. See "Certain Relationships and Related Party Transactions." Furthermore, our Sponsor and other businesses owned by or affiliated with it may now, or in the future, directly or indirectly, compete with us for investment or business opportunities.

Our Sponsor and its affiliates are not restricted from owning assets or engaging in businesses that compete directly or indirectly with us and will not have any duty to refrain from engaging, directly or indirectly, in the same or similar business activities or lines of business as us, including those business activities or lines of business deemed to be competing with us, or doing business with any of our clients, customers or vendors.

Our Sponsor or its affiliates may become aware, from time to time, of certain business opportunities (such as acquisition opportunities) and may direct such opportunities to other businesses in which they have invested, in which case we may not become aware of or otherwise have the ability to pursue such opportunity. Pursuant to our certificate of incorporation, we will renounce any interest or expectancy in, or in being offered an opportunity to participate in, any business opportunities that are from time to time presented to any of our non-employee directors and any of their respective agents, stockholders, members, partners, directors, officers, employees, affiliates or subsidiaries (other than the company and our subsidiaries) (each, a "Business Opportunities Exempt Party"), even if the business opportunity is one that we or our subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and no Business Opportunities Exempt Party shall have any duty to communicate or offer any such business opportunity to us or be liable to us or any of our subsidiaries or any stockholder, including for breach of any fiduciary or other duty, as a director or officer or controlling stockholder or otherwise. In addition, Our Sponsor and its affiliates may dispose of their interests in other companies or other assets in the future, without any obligation to offer us the opportunity to purchase any of those interests or assets.

In any of these matters, the interests of our Sponsor and entities owned by or affiliated with it may differ or conflict with the interests of our other stockholders. Any actual or perceived conflicts of interest with respect to the foregoing could have an adverse impact on the trading price of our Class A common stock.

A significant reduction by our Sponsor of its ownership interest in us or our Sponsor's ownership interest in Energy Impact Fund could materially and adversely affect us.

We believe that our Sponsor's substantial ownership interest in us and our Sponsor's substantial ownership interest in Energy Impact Fund provide them with an economic incentive to assist us to be successful. Upon the expiration or earlier waiver of the lock-up restrictions on transfers or sales of our securities following the completion of this offering, our Sponsor will not be subject to any obligation to maintain its ownership interest in us and may elect at any time thereafter to sell all or a substantial portion of or otherwise reduce its ownership interest in us. If our Sponsor sells all or a substantial portion of its ownership interest in us or our Sponsor sells all or a substantial portion of their ownership interest in Energy Impact Fund, they may have less incentive to assist in our success and directors affiliated with them may choose to resign from their positions as members of our board of directors, though there is no formal agreement obligating them to do so. Such actions could adversely affect our ability to successfully implement our business strategies, which could adversely affect our cash flows or results of operations.

Our certificate of incorporation and amended and restated bylaws, as well as Delaware law, will contain provisions that could discourage acquisition bids or merger proposals, which may materially and adversely affect the market price of our common stock and could deprive our investors of the opportunity to receive a premium for their shares.

Our certificate of incorporation will authorize our board of directors to issue preferred stock without stockholder approval in one or more series, designate the number of shares constituting any series, and fix the rights, preferences, privileges and restrictions thereof, including dividend rights, voting rights, rights and terms of redemption, redemption price or prices and liquidation preferences of such series. If our board of directors elects to issue preferred stock, it could be more difficult for a third party to acquire us. In addition, some provisions of our certificate of incorporation and amended and restated bylaws ("bylaws") could make it more difficult for a third party to acquire control of us, even if the change of control would be beneficial to our stockholders. These provisions include, for example, the following:

- dividing our board of directors into three classes of directors, with each class serving staggered three-year terms;
- requiring the affirmative vote of the holders of at least 66 2/3% in voting power of all then outstanding common stock entitled to vote generally in the election of directors, voting together as a single class, for stockholders to be able to amend the bylaws and certain provisions of the certificate of incorporation;
- providing that all vacancies, including newly created directorships, shall, except as otherwise required by law or, if applicable, the rights of holders of a series of preferred stock, only be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;
- permitting any action by stockholders to be taken only at an annual meeting or special meeting rather than by a written consent of the stockholders, subject to the rights of any series of preferred stock with respect to such rights;
- permitting special meetings of our stockholders to be called only by our Chief Executive Officer, our chairperson of the board and our board of directors;
- subject to the rights of the holders of shares of any series of our preferred stock, requiring the affirmative vote of the holders of at least 66 2/3% in voting power of all then outstanding common stock entitled to vote generally in the election of directors, voting together as a single class, to remove any or all of the directors from office at any time, and directors will be removable only for "cause";
- prohibiting cumulative voting in the election of directors;
- establishing advance notice provisions for stockholder proposals and nominations for elections to our board of directors to be acted upon at meetings of stockholders; and
- providing that our board of directors is expressly authorized to adopt, or to alter or repeal our bylaws.

In addition, we will be a Delaware corporation and governed by the Delaware General Corporation Law (as the same may be amended hereafter, the "DGCL"), including Section 203. In general, Section 203 of the DGCL, an anti-takeover law, prohibits a publicly held Delaware corporation from engaging in a business combination (as defined in Section 203 of the DGCL), such as a merger, with a person or group owning 15% or more of a company's voting stock, which person or group is considered an interested stockholder under the DGCL, for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner.

Our certificate of incorporation will designate the Court of Chancery of the State of Delaware or the federal district courts of the United States of America, as applicable, as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with the Company or the Company's directors, officers or other employees.

Our certificate of incorporation will provide that, unless we select or consent to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court or a federal court located within the State of Delaware) will, to the fullest extent permitted by law, be the sole and exclusive forum for: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a breach of fiduciary duty owed by any current or former director, officer, stockholder or employee of the company to the company or our stockholders; (iii) any action asserting a claim against us arising under the DGCL, our certificate of incorporation or our bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; or (iv) any action asserting a claim against us that is governed by the internal affairs doctrine.

Our certificate of incorporation further will provide that, unless we select or consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the federal securities laws of the United States, including, in each case, the applicable rules and regulations promulgated thereunder.

Any person or entity purchasing or otherwise acquiring any interest in any shares of our capital stock shall be deemed to have notice of and to have consented to the forum provision in our certificate of incorporation. This choice-of-forum provision may limit a stockholder's ability to bring a claim in a different judicial forum, including one that it may find favorable or convenient for a specified class of disputes with the Company or the Company's directors, officers, other stockholders, or employees or result in increased costs for a stockholder to bring a claim, particularly if they do not reside in or near Delaware, each of which may discourage lawsuits against us or our directors, officers, other stockholders, or employees. Alternatively, if a court were to find this provision of our amended and restated certificate of incorporation inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially adversely affect our business, financial condition, and results of operations and result in a diversion of the time and resources of our management and board of directors. Our choice-of-forum provision will not apply to suits brought to enforce any liability or duty created by the Exchange Act, and investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder.

Investors in this offering will experience immediate and substantial dilution.

Based on an assumed initial public offering price of $21.50 per share (the midpoint of the price range set forth on the cover of this prospectus), purchasers of our Class A common stock in this offering will experience an immediate and substantial dilution of $20.25 per share in the net tangible book value per share of Class A common stock from the initial public offering price, and our pro forma and as adjusted pro forma net tangible book value as of March 31, 2026 would be $(0.48) per share and $1.25 per share, respectively. See "Dilution."

We do not presently anticipate paying cash dividends on our Class A common stock and our existing debt agreements place restrictions on our ability to do so. Consequently, your only opportunity to achieve a return on your shares of Class A common stock is if the price of our Class A common stock appreciates.

While we look forward to the opportunity to pay dividends in the future, we do not presently anticipate paying any cash dividends on our Class A common stock in the foreseeable future. In addition, we expect our future debt agreements will place restrictions on our ability to pay cash dividends. Consequently, unless we revise our dividend policy and are released from the provisions in our loan agreements that restrict the payment of dividends, your only opportunity to achieve a return on your investment in us will be if you sell your Class A common stock at a price greater than the price that you paid for it. There is no guarantee that the price of our Class A common stock that will prevail in the market will ever exceed the price that you pay in this offering. See "*Dividend Policy*."

Future sales of our Class A common stock in the public market, or the perception that such sales may occur, could reduce our stock price, and any additional capital raised by us through the sale of equity or convertible securities may dilute your ownership in us.

We may issue or sell additional shares of common stock or securities that are convertible or exchangeable therefor. After the completion of this offering, we will have 48,124,888 outstanding shares of Class A common stock (or 52,310,934 shares of Class A common stock if the underwriters' option to purchase additional shares is exercised in full). Of the outstanding shares, the 27,906,977 shares of Class A common stock sold in this offering (or 32,093,023 shares if the underwriters exercise in full their option to purchase additional shares of Class A common stock) will be freely tradable without restriction or further registration under the Securities Act, other than any shares held by our affiliates. Any shares of Class A common stock held by our affiliates, including those purchased by our directors or officers pursuant to our directed share program, as described in "*Underwriting—Directed Share Program*," will be eligible for resale pursuant to Rule 144 under the Securities Act, subject to the volume, manner of sale, holding period and other limitations of Rule 144, and subject to the conditions of the lock-up agreement as described in "*Underwriting*." Following the completion of this offering, and assuming full exercise of the underwriters' option to purchase additional shares, our Sponsor will beneficially own 99,330,841 shares of our common stock, or approximately 36% of our total outstanding shares of common stock. Our Sponsor and Thomas McAndrew will be party to a registration rights agreement (the "Registration Rights Agreement") and, subject to the lock-up agreements described herein, will have rights to require us to file registration statements covering the sale of shares of our Class A common stock currently owned or subsequently acquired by our Sponsor or Thomas McAndrew, including upon the exchange of Class B Units, or to include such shares in registration statements that we may file, as applicable. See "*Certain Relationships and Related Person Transactions—Proposed Transactions with Our Sponsor—Registration Rights Agreement.*"

In connection with this offering, we intend to file a registration statement with the SEC on Form S-8 providing for the registration of 19,721,900 shares of our Class A common stock issued or reserved for issuance under our 2026 Plan. Subject to the satisfaction of vesting conditions, the expiration of lock-up agreements and the requirements of Rule 144, shares registered under the registration statement on Form S-8 may be made available for resale immediately in the public market without restriction.

We cannot predict the size of future issuances of our Class A common stock or securities convertible into Class A common stock or the effect, if any, that future issuances and sales of shares of our Class A common stock will have on the market price of our common stock. Sales of substantial amounts of our Class A common stock (including shares issued in connection with an acquisition), or the perception that such sales could occur, may adversely affect prevailing market prices of our Class A common stock.

The underwriters of this offering may waive or release parties to the lock-up agreements entered into in connection with this offering, which could materially and adversely affect the price of our Class A common stock.

We, our directors and executive officers, and the holders of substantially all of our Class A and Class B common stock will enter into lock-up agreements pursuant to which we and they will be subject to certain restrictions with respect to the sale or other disposition of our Class A common stock or securities convertible into or exercisable or exchangeable for Class A common stock for a period of 180 days following the date of this prospectus. Please see "Underwriting" for more information on these agreements. If the restrictions under the lock-up agreements are waived, then the shares of Class A common stock, subject to compliance with the Securities Act or exceptions therefrom, will be available for sale into the public markets, which could cause the market price of our Class A common stock to decline and impair our ability to raise capital.

We may issue preferred stock whose terms could materially and adversely affect the voting power or value of our common stock.

Our certificate of incorporation will authorize us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having the designations, preferences, limitations and relative rights, including preferences over our common stock respecting dividends and distributions, that our board of directors may determine. The terms of one or more classes or series of preferred stock could adversely impact the voting power or value of our common stock. For example, we might grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we might assign to holders of preferred stock could affect the residual value of our common stock.

If securities or industry analysts do not publish research reports or publish unfavorable research about our business, the price and trading volume of our Class A common stock could decline.

The trading market for our Class A common stock will depend in part on the research reports that securities or industry analysts publish about us or our business. We do not currently have and may never obtain research coverage by securities and industry analysts. If no securities or industry analysts commence coverage of us the trading price for our Class A common stock and other securities would be negatively affected. In the event we obtain securities or industry analyst coverage, if one or more of the analysts who covers us downgrades our securities, the price of our securities would likely decline. If one or more of these analysts ceases to cover us or fails to publish regular reports on us, interest in the purchase of our securities could decrease, which could cause the price of our Class A common stock and other securities and their trading volume to decline.

The Class M Units in ER Holdings will cause increasing dilution to holders of Class A common stock and holders of Class B Units, pro rata, if our business appreciates in value.

The Class M Units in ER Holdings are structured as "profits interests" for U.S. federal income tax purposes. Accordingly, the Class M Units participate in a portion of the profits and appreciation of ER Holdings above specified threshold amounts for each Class M Unit (which may be adjusted from time to time, including in connection with capital contributions). As a result, as our business grows and the equity value of ER Holdings increases, a greater portion of the increased value of our business may be allocated to the Class M Units, reducing the portion of the increased value attributed to the Class A Units of ER Holdings held by ERock. As of the date of this offering, the Class M Units represent a 19.82% interest in ER Holdings on a fully diluted basis, based on the estimated exchange ratio of Class M Units to Class B Units at the time of this offering. Other than as necessary to reflect certain capital transactions at ER Holdings, including unit splits and additional capital interests, ER Holdings does not expect to issue additional Class M Units in the future.

We will depend on distributions from ER Holdings to pay any taxes and other expenses, including payments under the Tax Receivable Agreement.

We are a holding company and, upon completion of the Reorganization and this offering, our only business will be to act as the managing member of ER Holdings, and our only material assets will be Class A Units of ER Holdings, representing approximately 21.96% of the common membership interests of ER Holdings. We do not have any independent means of generating revenue. We anticipate that ER Holdings is and will continue to be classified as a partnership for U.S. federal income tax purposes and, as such, generally will not be subject to any entity-level U.S. federal income tax. Instead, taxable income will be allocated to the members of ER Holdings (including ERock). Accordingly, we will be required to pay income taxes on our allocable share of any net taxable income of ER Holdings. We intend to cause ER Holdings to make pro rata distributions to each of its members, including us, in an amount intended to enable each member to pay all applicable taxes on taxable income allocable to such member and to allow us to make payments under the Tax Receivable Agreement. In addition, ER Holdings will reimburse us for corporate and other overhead expenses. If the amount of tax distributions to be made exceeds the amount of funds available for distribution, we will receive a tax distribution payment before the other members of ER Holdings receive any distribution and the balance, if any, of funds available for distribution shall be distributed to the other members of ER Holdings pro rata in accordance with their assumed tax liabilities. To the extent that we need funds, and ER Holdings is restricted from making such distributions under applicable laws or regulations, or is otherwise unable to provide such funds, it could materially and adversely affect our ability to pay taxes and other expenses, including payments under the Tax Receivable Agreement, and affect our liquidity and financial condition. Although we do not currently expect to pay dividends, such restrictions could also affect our ability to pay any dividends (if declared) in the future.

We are required to pay to the TRA Beneficiaries 85% of the tax benefits we receive from tax basis step-ups (and certain other tax assets) attributable to our acquisition membership interests in ER Holdings in connection with the IPO and in the future, and the amount of those payments may be substantial.

In connection with the Reorganization, we will enter into the Tax Receivable Agreement with the TRA Beneficiaries. The Tax Receivable Agreement provides for payment by us to the TRA Beneficiaries of 85% of the amount of the net cash tax savings, if any, that we realize (or, under certain circumstances, are deemed to realize) as a result of (i) increases in tax basis (and use of certain other tax benefits) resulting from our acquisition of membership interests in ER Holdings in connection with the IPO and in future exchanges, (ii) certain favorable tax attributes (such as net operating losses attributable to pre-merger tax periods) we acquired in the Blocker Mergers and (iii) increases in tax basis resulting from the payments we make to the TRA Beneficiaries under the Tax Receivable Agreement (as well as tax benefits related to imputed interest). We will retain the benefit of the remaining 15% of these net cash tax savings. Generally, payments under the Tax Receivable Agreement will be made to the TRA Beneficiaries based on the tax assets, including basis step-ups and certain other tax assets, delivered by those TRA Beneficiaries in connection with the IPO and in the future. Such payments will reduce the cash provided by the tax savings generated from the previously described transactions with the members of ER Holdings and the TRA Beneficiaries that would otherwise have been available to ERock, Inc. for other uses, including reinvestment or dividends to holders of our Class A common stock.

The term of the Tax Receivable Agreement will commence upon the completion of the IPO and will continue until all tax benefits that are subject to the Tax Receivable Agreement have been used or have expired, or the Tax Receivable Agreement is terminated in accordance with its terms. The payments under the Tax Receivable Agreement are not conditioned upon continued ownership of us by the TRA Beneficiaries. In addition, payments we make under the Tax Receivable Agreement will be increased by any interest accrued from the due date (without extensions) of the corresponding tax return.

The actual tax benefit, as well as the amount and timing of any payments under the Tax Receivable Agreement, will vary depending upon a number of factors, including the price of our common stock at the time of the exchange; the timing of future exchanges; the extent to which exchanges are taxable; the amount and

timing of the use of tax attributes; the amount, timing and character of our income; the U.S. federal, state, local and non-U.S. tax rates then applicable; the depreciation and amortization periods that apply to the increases in tax basis; the timing and amount of any earlier payments that we may have made under the Tax Receivable Agreement; and the portion of our payments under the Tax Receivable Agreement that constitute imputed interest or give rise to depreciable or amortizable tax basis. Because of these factors, estimating the amount and timing of payments that may be made under the Tax Receivable Agreement is by its nature imprecise.

We expect to receive distributions from ER Holdings in order to make any required payments under the Tax Receivable Agreement. However, we may need to incur debt to finance payments under the Tax Receivable Agreement to the extent such distributions or our cash resources are insufficient to meet our obligations under the Tax Receivable Agreement as a result of timing discrepancies or otherwise. There may be a material negative effect on our financial condition and liquidity if, as described below, the payments under the Tax Receivable Agreement exceed the actual benefits we receive in respect of the tax attributes subject to the Tax Receivable Agreement and/or distributions to us by ER Holdings are not sufficient to permit us to make payments under the Tax Receivable Agreement.

The amount payable under the Tax Receivable Agreement generally will be based on an annual calculation of the reduction in our U.S. federal, state, local and non-U.S. taxes resulting from the use of certain pre-IPO tax attributes and tax benefits resulting from sales and exchanges by continuing members of ER Holdings. We expect that the payments that we may be required to make under the Tax Receivable Agreement may be substantial. For the sake of illustration, assuming all outstanding membership interests in ER Holdings held by TRA Beneficiaries are exchanged for shares of Class A common stock immediately after this offering, the estimated tax benefits would be approximately $1,399.8 million and the related undiscounted payment to the TRA Beneficiaries equal to 85% of the benefit would be approximately $1,189.8 million, assuming (i) exchanges occurred on the same day, (ii) a share price of $21.50 per share of Class A common stock, (iii) no material changes in relevant tax law, (iv) a constant combined effective income tax rate of 22% and (v) that we have sufficient taxable income in each year to use on a current basis the increased depreciation, amortization and other tax benefits that are the subject of the Tax Receivable Agreement. Additionally, if we were to elect to terminate the Tax Receivable Agreement immediately after this offering, based on an initial public offering price of $21.50 per share of our Class A common stock, we estimate that we would be required to pay approximately $657.0 million in the aggregate under the Tax Receivable Agreement. This early termination payment is equal to the present value of all payments that would be required to be paid by ERock under the Tax Receivable Agreement, and is determined by taking into account certain assumptions and using a discount rate equal to the lesser of (a) 6.5% and (b) SOFR plus 400 basis points. See "*Certain Relationships and Related Party Transactions—Tax Receivable Agreement*."

Our organizational structure, including the Tax Receivable Agreement, confers certain benefits upon the TRA Beneficiaries that will not benefit certain holders of our Class A common stock to the same extent that they will benefit the TRA Beneficiaries.

Our organizational structure, including the Tax Receivable Agreement, confers certain benefits upon the TRA Beneficiaries that will not benefit certain holders of our Class A common stock to the same extent that they will benefit the TRA Beneficiaries. Additionally, we are a holding company and have no material assets other than our ownership equity interests in ER Holdings. As a consequence, our ability to declare and pay dividends to the holders of our Class A common stock is subject to ER Holdings providing distributions to us and the restrictions in our other organizational documents. If ER Holdings makes such distributions, the holders of Class B Units and Class M Units generally will be entitled to receive equivalent distributions from ER Holdings on a pro rata basis. However, because we must pay taxes, make payments under the Tax Receivable Agreement, and pay our expenses, any amounts ultimately paid as dividends to holders of our Class A common stock are expected to be less on a per share basis than the amounts distributed by ER Holdings to holders of Class B Units and Class M Units on a per unit basis. This feature and other aspects of our organizational structure may adversely impact the future trading market for our Class A common stock.

As a result of the Tax Receivable Agreement, interests of the Continuing Equity Unitholders and Continuing Profits Interest Unitholders may conflict with those of other holders of our Class A common stock, including in connection with certain potential future transactions.

As discussed above, our organizational "UP-C" structure, including the Tax Receivable Agreement, confers certain benefits upon certain of the Continuing Equity Unitholders and Continuing Profits Interest Unitholders that will not benefit the holders of our Class A common stock. Certain of the Continuing Equity Unitholders and Continuing Profits Interest Unitholders may receive payments from us under the Tax Receivable Agreement upon any redemption or exchange of their ER Holdings units, including in connection with a voluntary termination of the Tax Receivable Agreement or following a change of control transaction. Furthermore, so long as the Tax Receivable Agreement is outstanding and in effect, any distributions we receive from ER Holdings must first be used by us to meet our obligations under the Tax Receivable Agreement and to pay our taxes and other legal compliance obligations. As a result, the interests of such Continuing Equity Unitholders and Continuing Profits Interest Unitholders may conflict with the interests of holders of our Class A common stock.

For example, in connection with a change of control transaction, certain valuation assumptions in the Tax Receivable Agreement would apply, potentially increasing the amount of or accelerating the timing of, payments that otherwise would be made to the TRA Beneficiaries pursuant to the Tax Receivable Agreement. The prospect of receiving enhanced Tax Receivable Agreement payments could impact the Continuing Equity Unitholders' and Continuing Profits Interest Unitholders' support for a change of control transaction and/or their view of the appropriateness of the consideration received for our Class A common stock, even though such transactions might involve risks or may not prove beneficial to holders of our Class A common stock. Similarly, the cost associated with such enhanced payments may influence a prospective buyer's valuation of our shares. In addition, the structuring of future transactions may take into consideration tax or other considerations of such Continuing Equity Unitholders and Continuing Profits Interest Unitholders even in situations where no similar considerations are relevant to us or beneficial to our public stockholders. See "*Certain Relationships and Related Party Transactions—Tax Receivable Agreement*" for a discussion of the Tax Receivable Agreement and the related likely benefits to be realized by us and certain Continuing Equity Unitholders and Continuing Profits Interest Unitholders.

The application of certain valuation assumptions under the Tax Receivable Agreement in the case of certain changes of control or other events may impair our ability to consummate change of control transactions or negatively impact the value received by owners of our Class A common stock.

In the event of certain changes of control, certain material breaches of the Tax Receivable Agreement by us, or an insolvency event, the calculation of certain future payments made under the Tax Receivable Agreement will use certain valuation assumptions, including that (i) in the case of a change of control, any exchangeable membership interests of ER Holdings (other than those held by us) outstanding on the date the change of control becomes effective are deemed to be exchanged for an amount equal to the market value of the corresponding number of shares of common stock on the date the change of control becomes effective and (ii) we will have sufficient taxable income to fully use (A) the tax attributes covered by the Tax Receivable Agreement and (B) any remaining net operating losses subject to the Tax Receivable Agreement on a straight line basis over the shorter of the statutory expiration period for such net operating losses or the 15-year period after the change of control or other relevant event. Such payments may significantly exceed the actual benefits we realize in respect of the tax attributes subject to the Tax Receivable Agreement. We expect that the payments that we may make under the Tax Receivable Agreement following a change of control may be substantial and may be in excess of 85% of our actual cash tax benefits. As a result, the assumptions adopted under the Tax Receivable Agreement in the case of a change of control may impair our ability to consummate change of control transactions or negatively impact the value received by owners of our Class A common stock in a change of control transaction.

In certain cases, payments under the Tax Receivable Agreement to the TRA Beneficiaries may be accelerated or significantly exceed any actual benefits we realize in respect of the tax attributes subject to the Tax Receivable Agreement.

Under the Tax Receivable Agreement, if we exercise our right to terminate the Tax Receivable Agreement early, or we breach any of our material obligations under the Tax Receivable Agreement, our obligations under the Tax Receivable Agreement to make payments would be accelerated and based on certain assumptions, including an assumption that we would have sufficient taxable income to fully use all potential future tax benefits that are subject to the Tax Receivable Agreement. See "*Certain Relationships and Related Party Transactions—Tax Receivable Agreement.*"

As a result, the amount we are required to pay under the Tax Receivable Agreement may significantly exceed 85% of the actual cash tax benefits that we realize in respect of the tax attributes subject to the Tax Receivable Agreement or the amounts may need to be paid prior to the actual realization, if any, of such future tax benefits.

In certain circumstances, cash and other assets retained by ERock may disproportionately benefit the Continuing Equity Unitholders and Continuing Profits Interest Unitholders relative to holders of our Class A common stock.

We expect that ER Holdings is and will continue to be classified as a partnership for U.S. federal income tax purposes. As such, ER Holdings generally is not subject to U.S. federal income tax under existing law. Instead, taxable income will be allocated to its members, including us.

Pursuant to the sixth amended and restated limited liability company agreement of ER Holdings (the "A&R LLCA"), ER Holdings will make tax distributions to its members, including us, which generally will be pro rata based on the ownership of ER Holdings units, calculated using an assumed tax rate, to enable each of the members to pay taxes on that member's allocable share of ER Holdings' net taxable income. Generally, these tax distributions will be computed based on our estimate of the net taxable income of ER Holdings allocable per unit (based on the member which is allocated the largest amount of taxable income on a per interest basis) multiplied by an assumed tax rate generally equal to 30% for capital gains and qualified dividend income and 36% for all other types of income, in each case, subject to adjustment by us. Under applicable tax rules, ER Holdings is required to allocate net taxable income disproportionately to its members in certain circumstances.

As a result of potential differences in the amount of net taxable income allocable to us and to other members of ER Holdings, as well as the use of an assumed tax rate in calculating ER Holdings' tax distribution obligations, we may receive distributions significantly in excess of our tax liabilities and obligations to make payments under the Tax Receivable Agreement. We may choose to manage these excess distributions through a number of different approaches, including through the payment of dividends to holders of our Class A common stock or by reinvesting the proceeds. Funds used by ER Holdings to satisfy its tax distribution obligations generally will not be available for reinvestment in its business and the tax distributions ER Holdings will be required to make may be substantial.

To the extent that we do not distribute such excess cash as dividends on our Class A common stock and instead, for example, hold such cash balances or lend them to ER Holdings, the Continuing Equity Unitholders and Continuing Profits Interest Unitholders would benefit from any value attributable to such cash balances as a result of their ownership of Class A common stock following a redemption or exchange of their Class B Units or Class M Units, notwithstanding that such holders may have participated previously as holders of Class B Units or Class M Units in distributions by ER Holdings that resulted in such excess cash balances at ERock. Specifically, because any such retained proceeds would increase the value of the Class A common stock but would not correspondingly increase the value of the Class B Units, a Continuing Equity Unitholder who exchanges their Class B Units (or a Continuing Profits Interest Unitholder who first exchanges their Class M Units for Class B Units) at a time when we have retained proceeds could receive Class A common stock that is worth more than the exchanged Class B Units.

The A&R LLCA will include mechanisms designed to reduce or eliminate any such benefit. Specifically, the A&R LLCA will provide that we generally will be required to either distribute any such proceeds to our stockholders or reinvest any such proceeds (other than immaterial proceeds). Additionally, ER Holdings may adjust either the number of Class A Units, Class B Units, and Class M Units then outstanding or the exchange ratio between Class B Units and shares of Class A common stock to maintain parity between the Class B Units and the Class A common stock (i.e., to ensure, to the extent possible, that the value of the Class B Unit exchanged equals the value of the shares of Class A Common Stock received in that exchange). There can be no assurance, however, that these mechanisms will fully prevent in whole or in part the economic benefit described above. Holders of our Class A common stock should be aware that this structural feature of our organization may result in the Continuing Equity Unitholders receiving disproportionate economic benefits relative to pre-exchange holders of our Class A common stock, particularly during periods of significant distributions by ER Holdings.

The IRS might challenge the tax basis step-ups and other tax benefits we receive in connection with the IPO and the related transactions and in connection with future acquisitions of membership interests in ER Holdings.

The Blocker Mergers and future Exchanges may result in increases in the tax basis of the assets of ER Holdings that otherwise would not have been available. These increases in tax basis are expected to increase, or deemed to increase (for U.S. federal income tax purposes) our depreciation and amortization and, together with other tax benefits, reduce the amount of tax that we would otherwise be required to pay, although it is possible that the Internal Revenue Service (the "IRS") might challenge all or part of these tax basis increases or other tax benefits, and a court might sustain such a challenge. Our ability to achieve benefits from any tax basis increases or other tax benefits will depend upon a number of factors, as discussed above and below, including the timing and amount of our future income. We will not be reimbursed for any payments previously made under the Tax Receivable Agreement if the basis increases or other tax benefits described above are successfully challenged by the IRS or another taxing authority (other than by an offset against future payments under the Tax Receivable Agreement). As a result, in certain circumstances, payments could be made under the Tax Receivable Agreement in excess of our ultimate cash tax savings.

We may incur tax and other liabilities attributable to the Blocked Unitholders as a result of certain reorganization transactions.

In connection with the Blocker Mergers, we will issue shares of Class A common stock as merger consideration to the Blocked Unitholders. As the successor to these merged entities, we generally will succeed to and be responsible for any outstanding or historical tax or other liabilities of the Blocker Companies, including any liabilities incurred as a result of the Blocker Mergers. Any such liabilities for which we are responsible could have an adverse effect on our liquidity and financial condition.

We may be required to pay additional taxes because of the U.S. federal partnership audit rules and potentially also state and local tax rules.

Under the U.S. federal partnership audit rules, subject to certain exceptions, audit adjustments to items of income, gain, loss, deduction, or credit of an entity treated as a partnership for U.S. federal income tax purposes (and any holder's share thereof) are determined, and taxes, interest, and penalties attributable thereto, are assessed and collected at the entity level. ER Holdings (or any of its applicable subsidiaries or other entities in which ER Holdings directly or indirectly invests that are classified as partnerships for U.S. federal income tax purposes) may be required to pay additional taxes, interest, and penalties as a result of an audit adjustment, and us, as a member of ER Holdings (or such other entities), could be required to indirectly bear the economic burden of those taxes, interest, and penalties even though we may not otherwise have been required to pay additional corporate-level taxes as a result of the related audit adjustment. Audit adjustments for state or local tax purposes similarly could result in ER Holdings (or any of its applicable subsidiaries or other entities in which it directly or indirectly invests) being required to pay or indirectly bear the economic burden of state or local taxes and associated interest and penalties.

Under certain circumstances, ER Holdings or an entity in which ER Holdings directly or indirectly invests may be eligible to make an election to cause members of ER Holdings (or such other entity) to take into account the amount of any underpayment, including any interest and penalties, in accordance with such member's share in ER Holdings in the year under audit. We will decide whether to cause ER Holdings to make this election (subject to the terms of the A&R LLCA); however, there are circumstances in which the election may not be available and, in the case of an entity in which ER Holdings directly or indirectly invests, such decision may be outside of our control. If ER Holdings or an entity in which ER Holdings directly or indirectly invests does not make this election, the then-current members of ER Holdings (including us) could economically bear the burden of the underpayment.

If ER Holdings is or were to become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, we and ER Holdings might be subject to potentially significant tax inefficiencies, and we would not be able to recover payments previously made by us under the Tax Receivable Agreement, even if the corresponding tax benefits were subsequently determined to have been unavailable due to such status.

We intend to operate such that ER Holdings is not and does not become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes. A "publicly traded partnership" is an entity that otherwise would be treated as a partnership for U.S. federal income tax purposes, the interests of which are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent thereof.

If ER Holdings is or were to become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, significant tax inefficiencies might result for us and ER Holdings, including as a result of our inability to file a consolidated U.S. federal income tax return with ER Holdings. In addition, we may not be able to realize tax benefits covered under the Tax Receivable Agreement and would not be able to recover any payments previously made by us under the Tax Receivable Agreement, even if the corresponding tax benefits (including any claimed increase in the tax basis of ER Holdings' assets) were subsequently determined to have been unavailable.

The net proceeds of this offering will be used to (i) purchase Class A Units of ER Holdings, (ii) purchase Class B Units (and Class B Units converted from Class M Units) from certain of the pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers) and (iii) pay the cash consideration to the Blocked Unitholders in connection with the Blocker Mergers, after which we intend to cause ER Holdings to use such proceeds described in clause (i) to repay certain existing indebtedness, and therefore such amounts will not be available to fund our operations.

We intend to use the net proceeds from this offering to (i) purchase Class A Units from ER Holdings, (ii) purchase Class B Units (and Class B Units converted from Class M Units) from certain of the pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers), and (iii) fund a cash payment to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger, in lieu of an equivalent number of shares of Class A common stock that would otherwise be issued to it as merger consideration, due to fund management provisions requiring repurchases from Energy Impact Fund (FT-D) LP and Energy Impact Fund (FT-B) LP to be made on a pro rata basis. If the underwriters exercise their option to purchase additional shares of Class A common stock prior to the initial closing of this offering, we will increase such cash payment to Energy Impact Fund (FT-B) LP accordingly and purchase additional Class B Units (and Class B Units converted from Class M Units) from certain of the pre-IPO owners of ER Holdings. If the underwriters exercise their option after the initial closing of this offering, we will instead repurchase shares of Class A common stock from Energy Impact Fund (FT-B) LP pursuant to a privately negotiated transaction and purchase additional Class B Units from Energy Impact Fund (FT-D) LP on a pro rata basis and from the other selling Class B Unitholders. We intend to then cause ER Holdings to use the net proceeds of the purchase described in clause (i) to repay approximately $30.0 million of the outstanding indebtedness under the 2025 Term Loan and a $3.0 million prepayment fee, and to use the remaining net proceeds of such purchase for general corporate purposes. Consequently, a substantial portion of the proceeds of this offering will not be available to fund our operations, capital expenditures or acquisition opportunities unless subsequently distributed to us by ER Holdings. See "*Use of Proceeds*."

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. Forward-looking statements include those that express a belief, expectation or intention, as well as those that are not statements of historical fact. Forward-looking statements include information regarding our future plans and goals, as well as our expectations with respect to:

- our business strategy and future growth prospects;
- our industry;
- integration of acquired businesses;
- our future profitability, cash flows and liquidity;
- our financial strategy, budget, projections and operating results;
- the amount, nature and timing of our capital expenditures and the impact of such expenditures on our performance;
- the availability and terms of capital;
- the market for distributed power generation;
- competition and government regulations; and
- general economic conditions.

These forward-looking statements may be accompanied by words such as “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “outlook,” “plan,” “potential,” “predict,” “project,” “will,” “should,” “could,” “would,” “likely,” “future,” “budget,” “pursue,” “target,” “seek,” “objective” or similar expressions that are predictions of or indicate future events or trends that do not relate to historical matters.

The forward-looking statements in this prospectus speak only as of the date of this prospectus, or such other date as specified herein. We disclaim any obligation to update these statements unless required by law, and we caution you not to place undue reliance on them. Forward-looking statements are not assurances of future performance and involve risks and uncertainties. We have based these forward-looking statements on our current expectations and assumptions about future events. While our management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. These risks, contingencies and uncertainties include, but are not limited to, the following:

- expectations regarding demand for distributed energy generation and acceptance of our power system solutions across end markets;
- estimates and assumptions regarding market opportunity, growth forecasts and revenue expectations;
- our history of losses and ability to achieve and sustain profitability;
- the realization of revenue from contracted backlog and services arrangements, including customer payment risk;
- risks associated with project development, construction, installation, utility interconnection, fuel supply, cost overruns and delays;
- reliance on a limited number of customers and the loss of, or adverse developments affecting, major customers;
- competition from larger competitors and alternative technologies;

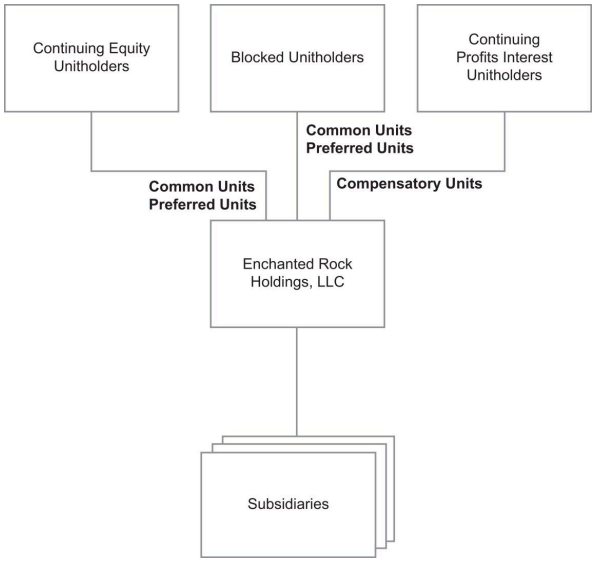
- operational and safety risks, including the adequacy of insurance and indemnification arrangements;
- geographic concentration of operations, including regulatory, market and weather-related risks in Texas and California;
- customer financing constraints and the significant upfront cost of our power systems;
- our ability to scale manufacturing and assembly capacity in a timely and cost-effective manner;
- disruptions at assembly facilities and dependence on third-party suppliers and supply chains;
- the impact of tariffs, trade restrictions and other cost pressures;
- compliance with applicable laws, regulations and permitting requirements;
- protection of intellectual property, including risks of infringement claims;
- internal control, financial reporting and public company compliance risks;
- cybersecurity, IT and data security risks;
- conflicts of interest and risks related to our Sponsor;
- risks related to our corporate structure; and
- other risks and uncertainties inherent in our business.

These and other important factors that could affect our operating results and performance are described in "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this prospectus and elsewhere within this prospectus. Should one or more of the risks or uncertainties described in the documents above or in this prospectus occur, or should underlying assumptions prove incorrect, our actual results, performance, achievements or plans could differ materially from those expressed or implied in any forward-looking statements. All such forward-looking statements in this prospectus are expressly qualified in their entirety by the cautionary statements in this section.

ORGANIZATIONAL STRUCTURE

Organizational Structure Prior to the IPO

The diagram below depicts the current organizational structure of ER Holdings.



Organizational Structure Following the Reorganization

Immediately after the transactions associated with the IPO, we will be a holding company, and our sole material assets will be equity interests held directly or indirectly through wholly owned subsidiaries in ER Holdings. As the managing member of ER Holdings, we will operate and control all of the business and affairs of ER Holdings and, through ER Holdings and its subsidiaries, conduct our business. The Reorganization lacks economic substance and therefore will be accounted for in a manner consistent with a reorganization of entities under common control. As a result, our consolidated financial statements will recognize the assets and liabilities received in the Reorganization at their historical carrying amounts, as reflected in the historical consolidated financial statements of ER Holdings, our predecessor. We will consolidate ER Holdings in our consolidated financial statements and record a noncontrolling interest related to the Units held by the Continuing Equity Unitholders on our consolidated balance sheet and statement of income.

As further described herein, in connection with the completion of this offering we will complete a series of reorganization transactions, including:

(1) The limited liability company agreement of ER Holdings will be amended and restated to, among other things, modify its capital structure by reclassifying its interests as follows (as further described under "*Organizational Structure—Reclassification and Amendment and Restatement of the Limited Liability Company Agreement of ER Holdings*" and "*Executive Compensation*"):

- Common and Preferred Units held by the Blocker Companies will be converted into Class A Units;
- Common and Preferred Units held by the Continuing Equity Unitholders will be converted into Class B Units; and

- Compensatory Units held by the Continuing Profits Interest Unitholders will be converted into Class M Units.

(2) Our certificate of incorporation will be amended and restated to, among other things, authorize two classes of common stock.

(3) The Continuing Equity Unitholders will receive the number of shares of our Class B common stock equivalent to the number of Class B Units held by each such Continuing Equity Unitholders.

(4) We will sell to the underwriters in this offering 27,906,977 shares of our Class A common stock, or 32,093,023 shares of our Class A common stock if the underwriters exercise their option to purchase additional shares of Class A common stock in full.

(5) We will use approximately $368.3 million of the net proceeds of this offering to purchase Class A Units from ER Holdings at a price per unit equal to the price per share paid by the underwriters for our Class A common stock in this offering.

(6) We will use approximately $156 million of the net proceeds of this offering to purchase Class B Units (including Class B Units converted from Class M Units) from certain of the pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers) at a per unit price equal to the per share price paid by the underwriters for our Class A common stock in this offering. If the underwriters exercise their option to purchase additional shares of Class A common stock in full before or after the initial closing of this offering, we will use approximately $71.5 million of the additional net proceeds to purchase additional Class B Units. Such units will be immediately exchanged by ER Holdings for an equivalent number of Class A Units.

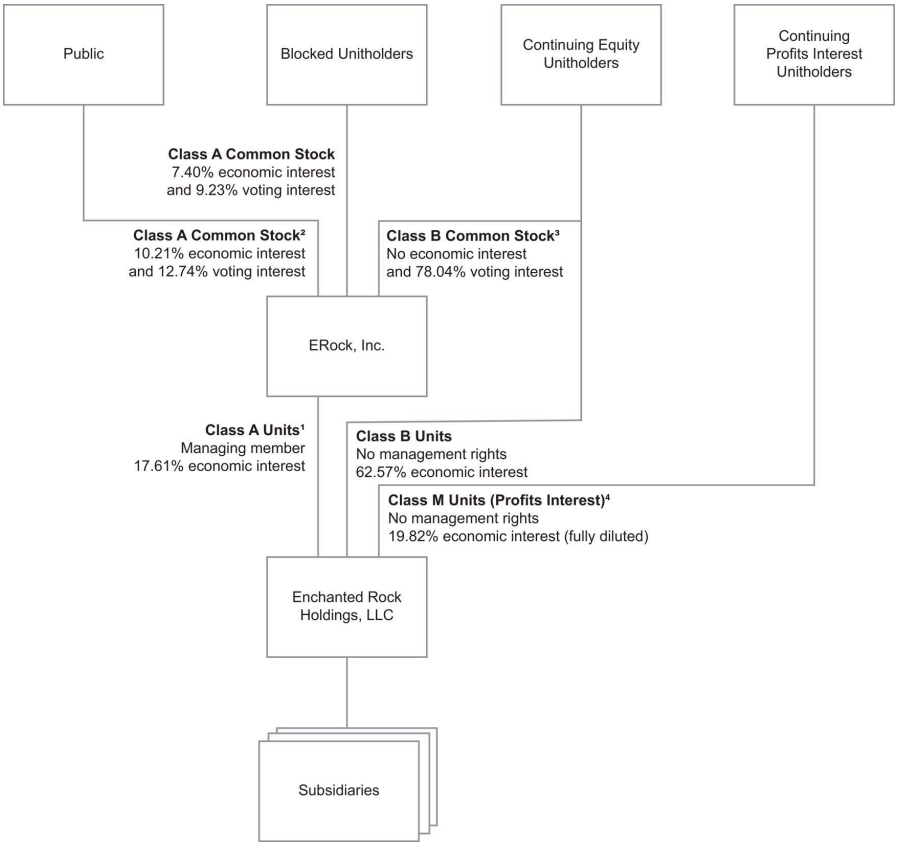
(7) Due to fund management provisions requiring repurchases from Energy Impact Fund (FT-D) LP and Energy Impact Fund (FT-B) LP to be made on a pro rata basis, we will use approximately $27.7 million, or approximately $40.4 million if the underwriters exercise their option to purchase additional shares before the initial closing of this offering, of the net proceeds from this offering to fund a cash payment to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger, in lieu of an equivalent number of shares of Class A common stock. The cash portion of the consideration for Energy Impact Fund (FT-B) LP's Blocker Merger will be determined by multiplying (1) the difference between (a) the total number of Class A Units held by the applicable Blocker and (b) the number of shares of Class A common stock that will be received by Energy Impact Fund (FT-B) LP in connection with its Blocker Merger by (2) the price per share paid by the underwriters for our Class A common stock in this offering.

(8) If the underwriters exercise their option to purchase additional shares of Class A common stock in full after the initial closing of this offering, due to fund management provisions requiring repurchases from Energy Impact Fund (FT-D) LP and Energy Impact Fund (FT-B) LP to be made on a pro rata basis, we will use approximately $12.7 million of the additional net proceeds to repurchase shares of our Class A common stock issued to Energy Impact Fund (FT-B) LP in its Blocker Merger pursuant to a privately negotiated transaction.

The Continuing Equity Unitholders will hold all of the initially outstanding shares of our Class B common stock. The shares of Class B common stock will have no economic rights but will entitle each holder to one vote for each share held of record on all matters to be voted on by our stockholders generally, with the number of shares of Class B common stock held by each Continuing Equity Unitholder being equivalent to the number of Class B Units held by each such Continuing Equity Unitholder. If at any time the ratio at which Class B Units are exchangeable for shares of our Class A common stock changes from one-for-one as described under "*Certain Relationships and Related Person Transactions—Proposed Transactions with ERock, Inc.—Limited Liability Company Agreement*," the number of votes to which Class B common stockholders are entitled will be adjusted accordingly. Holders of shares of our Class B common stock will vote together with holders of our Class A common stock as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law.

Our post-offering organizational structure, as described above, is commonly referred to as an umbrella partnership-C-corporation (or UP-C) structure. This organizational structure will allow the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders to retain their equity ownership in ER Holdings, an entity that is classified as a partnership for U.S. federal income tax purposes, in the form of Class B Units and Class M Units, respectively. Investors in this offering and the Blocked Unitholders will, by contrast, hold their equity ownership in ERock, an entity classified as a corporation for U.S. federal income tax purposes, in the form of shares of Class A common stock. One of the tax benefits to the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders associated with our UP-C structure is that future taxable income of ER Holdings that is allocated to the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders will be taxed on a flow-through basis and therefore will not be subject to entity-level U.S. federal income taxes at ER Holdings. Additionally, because the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders may cause their membership interests in ER Holdings to be redeemed by ER Holdings (or, at our option, directly exchanged by ERock) for, at our election, either cash or newly issued shares of our Class A common stock on a one-for-one basis (subject to customary adjustments, including for stock splits, stock dividends, and reclassifications), the UP-C structure also provides the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders with potential liquidity that holders of non-publicly traded limited liability companies are not typically afforded. We do not believe that our UP-C organizational structure will give rise to any significant business or strategic benefit or detriment to us. See the section entitled "*Risk Factors—Risks Related to Our Corporate Structure, Our Class A Common Stock and this Offering*" for additional information on our organizational structure, including the Tax Receivable Agreement.

The diagram below depicts our organizational structure immediately following the Transactions.



(1) At the closing of this offering, ERock will own 48,124,888 Class A Units of ER Holdings.

(2) Each share of Class A common stock of ERock will be entitled to one vote and will vote together with the Class B common stock as a single class, except as provided in our amended and restated certificate of incorporation or required by law. See "*Description of Capital Stock—Common Stock—Class A Common Stock*."

(3) Each share of Class B common stock is entitled to one vote and will vote together with the Class A common stock as a single class, except as provided in our amended and restated certificate of incorporation or required by law. The Class B common stock will have no economic rights in ERock. See "*Description of Capital Stock—Common Stock—Class B Common Stock*."

(4) The economic interest represents profits interest on a fully diluted basis, assuming all Class M Units have vested and achieved their respective threshold amounts. See "*Organizational Structure—Reclassification and Amendment and Restatement of the Limited Liability Company Agreement of ER Holdings.*"

Upon consummation of the Reorganization and immediately prior to the IPO, our pre-IPO owners will hold units in ER Holdings as follows:

- Blocked Unitholders (holding through the Blocker Companies) will hold Class A Units in ER Holdings;
- Continuing Equity Unitholders will hold Class B Units in ER Holdings and a corresponding number of shares of Class B common stock in ERock, Inc.; and
- Continuing Profits Interest Unitholders will hold Class M Units in ER Holdings.

In the aggregate, these pre-IPO owners will hold (A) interests exchangeable for 245,395,117 shares of Class A common stock and (B) 171,007,333 shares of Class B common stock, which we refer to as the "diluted pre-IPO shares outstanding," consisting of (i) 20,217,911 shares of Class A common stock issuable to the Blocked Unitholders as merger consideration in the Blocker Mergers; (ii) 171,007,333 shares of Class B common stock held by the Continuing Equity Unitholders, (iii) 171,007,333 shares of Class A common stock issuable on a one-for-one basis in exchange for Class B Units held by our Continuing Equity Unitholders, and (iv) 54,169,873 shares of Class A common stock issuable, as of the date of this offering, on a one-for-one basis in exchange for Class B Units that may be obtained by our Continuing Profits Interest Unitholders upon conversion of their Class M Units for Class B Units.

Although the relative ownership among these categories of pre-IPO owners and the number of shares of Class A common stock into which their respective interests may be exchanged will depend on the actual offering price, the total diluted pre-IPO shares outstanding will not change, assuming no exercise of the underwriters' option to purchase additional shares of Class A common stock.

Incorporation of ERock

We were incorporated as a Delaware corporation on January 20, 2026 as Enchanted Rock, Inc. Effective March 17, 2026, we amended our certificate of incorporation to change the name of our Company to ERock, Inc. We have not engaged in any business or other activities except in connection with our formation and the IPO. The amended and restated certificate of incorporation of us authorizes two classes of common stock, Class A common stock and Class B common stock, each having the terms described in "*Description of Capital Stock*."

Reclassification and Amendment and Restatement of the Limited Liability Company Agreement of ER Holdings

Prior to the completion of this offering, the limited liability company agreement of ER Holdings will be amended and restated to, among other things, modify its capital structure by reclassifying (1) its outstanding Common and Preferred Units held by the Blocker Companies into a new class of membership interests that we refer to as "Class A Units," (2) its outstanding Common and Preferred Units held by the Continuing Equity Unitholders into a new class of membership interests that we refer to as "Class B Units," and (3) its outstanding Compensatory Units held by the Continuing Profits Interest Unitholders into a new class of membership interests that we refer to as "Class M Units" (the "Reclassification"). We refer to the Reclassification, the amendment and restatement of the limited liability company agreement, the transactions described below under "*Blocker Mergers*," and the entry into the Tax Receivable Agreement described below as the "Reorganization." As a result of the Reorganization, our pre-IPO owners will hold their ownership interests directly in ER Holdings (in the case of the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders) or indirectly in ER Holdings (in the case of the Blocked Unitholders).

The A&R LLCA will entitle any holder of Class M Units to convert their Class M Units into Class B Units of equivalent value at the time of the conversion. We will not issue any shares of Class B common stock to an exchanging holder of Class M Units. The A&R LLCA will entitle any holder of Class B Units (including any holder of Class B Units that obtains those Class B Units from an exchange of Class M Units) to exchange their

Class B Units for Class A common stock on a one-for-one basis, or, at our election in our sole discretion, for cash. The exchange ratio is subject to appropriate adjustment by us in the event Class A Units are issued to us without issuance of a corresponding number of shares of Class A common stock or in the event of certain reclassifications, reorganizations, recapitalizations or similar transactions. The A&R LLCA will provide that any holder of Class B Units will not have the right to exchange Class B Units if we determine that such exchange would be prohibited by law or regulation or would violate other agreements with us, ER Holdings, or any of their subsidiaries to which the holder of Class B Units is subject. We intend to impose additional restrictions on exchanges that we determine to be necessary or advisable so that ER Holdings is not treated as a "publicly traded partnership" for U.S. federal income tax purposes.

The A&R LLCA also provides for mandatory exchanges under certain circumstances, including at the option of us if the number of Class A Units, Class B Units and Class M Units outstanding and held by its members (other than those held by us) is less than 10% of the outstanding Class A Units, Class B Units and Class M Units of ER Holdings or in the discretion of us with the consent of holders of at least 50% of the outstanding Class B Units. Shares of Class B common stock retired upon an exchange will be restored to the status of authorized but unissued shares of Class B common stock, which consent must include the consent of EIP for so long as EIP and its affiliates collectively beneficially own a specified minimum percentage of the Class B Units held by EIP as of the closing of this offering.

Pursuant to the A&R LLCA, we will become the sole managing member of ER Holdings. Accordingly, we will have the right to determine when distributions will be made to the holders of Class A Units, Class B Units and Class M Units and the amount of any such distributions. If we, as the managing member, authorize a distribution, such distribution generally will be made to the holders of Class A Units, Class B Units and Class M Units pro rata in accordance with the percentages of the total number of units of ER Holdings that are issued and outstanding at the time of the distribution. However, any portion of a distribution (other than a tax distribution) that would be payable with respect to an unvested Class M Unit will be withheld and held in reserve, and any portion attributable to a Class M Unit for which the applicable threshold amount has not yet been satisfied will instead be distributed to the other unitholders in accordance with the proportions described in the previous sentence.

We, the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders will each incur U.S. federal, state, and local income taxes on our respective allocable shares of any taxable income of ER Holdings. Net profits and net losses of ER Holdings generally will be allocated to its owners (including us) pro rata in accordance with the percentages of their respective units held, except as otherwise required by law. The A&R LLCA will provide for cash distributions to us, the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders if we determine that the taxable income of ER Holdings will give rise to net allocations of taxable income for us, the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders. In accordance with the A&R LLCA, we intend to cause ER Holdings to make cash distributions to us, the Continuing Equity Unitholders and the Continuing Profits Interest Unitholders for purposes of funding our respective tax obligations in respect of the income of ER Holdings that is allocated to us. The assumed tax rate for purposes of determining tax distributions from ER Holdings to its owners will be 30% for capital gains and qualified dividend income and 36% for all other types of income, in each case, subject to adjustment by us. See "*Certain Relationships and Related Person Transactions—Limited Liability Company Agreement*."

Blocker Mergers

In connection with the Blocker Mergers, the Blocked Unitholders will receive shares of our Class A common stock as merger consideration. Due to fund management provisions requiring repurchases from Energy Impact Fund (FT-D) LP and Energy Impact Fund (FT-B) LP to be made on a pro rata basis, we intend to use approximately $27.7 million, or approximately $40.4 million if the underwriters exercise their option to purchase additional shares prior to the initial closing of this offering, to fund a cash payment to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger, in lieu of an equivalent number of shares of Class A common stock. If the underwriters exercise their option after the initial closing of this offering, we will instead use

approximately $12.7 million of the additional net proceeds to repurchase shares of Class A common stock from Energy Impact Fund (FT-B) LP pursuant to a privately negotiated transaction, and approximately $71.5 million to purchase additional Class B Units from Energy Impact Fund (FT-D) LP on a pro rata basis.

Tax Receivable Agreement

Prior to the completion of the IPO, we will enter into the Tax Receivable Agreement with certain of our pre-IPO owners that provides for our payment to such pre-IPO owners of 85% of the net cash tax savings, if any, that we actually realize, or are deemed to realize (calculated using certain assumptions), as a result of (i) certain increases in, or adjustments to, the tax basis of assets of ER Holdings and its subsidiaries resulting from exchanges of ER Holdings membership interests in the future, (ii) certain tax attributes available to us as a result of the Reorganization, and (iii) certain other tax benefits related to our entering into the Tax Receivable Agreement, including tax benefits attributable to payments that we make under the Tax Receivable Agreement. Exchanges are generally expected to result in increases in the tax basis of the assets of ER Holdings. The tax attributes covered under the Tax Receivable Agreement may reduce the amount of U.S. federal, state, and local tax that we would otherwise be required to pay in the future. Actual tax benefits realized by us may differ from tax benefits calculated under the Tax Receivable Agreement as a result of the use of certain assumptions in the Tax Receivable Agreement, including the use of an assumed weighted-average state and local income tax rate (as adjusted to take into account the U.S. federal tax benefit of such taxes) to calculate the tax benefits. This payment obligation is our obligation and not an obligation of ER Holdings. See "*Certain Relationships and Related Person Transactions—Tax Receivable Agreement*."

Registration Rights Agreement

Pursuant to the Registration Rights Agreement, we will grant our Sponsor the right to require us to file registration statements in order to register the resales of the shares of Class A common stock currently owned or subsequently acquired by our Sponsor, including upon the exchange of Class B Units, and will grant our Sponsor and Thomas McAndrew the right to have such securities included in certain of our registration statements. See "Certain Relationships and Related Person Transactions—Proposed Transactions our Sponsor—Registration Rights Agreement" for a description of the timing and manner of sale limitations on resales of these shares.

Offering Transactions

We intend to use $368.3 million of the proceeds (net of underwriting discounts and commissions) from our issuance of shares of Class A common stock in the IPO (excluding any proceeds from the issuance of shares pursuant to any exercise by the underwriters of their option to purchase additional shares of Class A common stock) to acquire newly issued Class A Units from ER Holdings, with the remainder of such proceeds used to purchase Class B Units (including Class B Units converted from Class M Units) from certain pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers) and to fund a cash payment to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger, as described further under "*Use of Proceeds*." The issuance of such newly issued Class A Units by ER Holdings to us will correspondingly dilute the ownership interests of the Continuing Equity Unitholders and Continuing Profits Interest Unitholders in ER Holdings.

USE OF PROCEEDS

We expect to receive approximately $552.5 million of net proceeds from this offering (or $636.7 million if the underwriters exercise in full their option to purchase additional shares of our Class A common stock), based upon the assumed initial public offering price of $21.50 per share (which is the midpoint of the price range set forth on the cover page of this prospectus) after deducting underwriting discounts and commissions and estimated offering expenses payable by us. See "Underwriting."

We intend to use $368.3 million of the net proceeds from this offering to purchase 18,604,652 Class A Units from ER Holdings at a per interest purchase price equal to the per share price paid by the underwriters for our Class A common stock in this offering. Subsequently, we intend to cause ER Holdings to use the net proceeds of such purchase to repay approximately $30.0 million of the outstanding indebtedness under the 2025 Term Loan and a $3.0 million prepayment fee. The 2025 Term Loan has a maturity date of November 29, 2030. Interest on the 2025 Term Loan is payable monthly and accrues at a rate equal to the greater of (i) the prime rate plus 2.25% and (ii) 9.50%, and prepayment of the 2025 Term Loan is subject to a fee in the amount of 7.00% of the initial principal amount. The proceeds of the 2025 Term Loan have been used for working capital. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

In connection with the Blocker Mergers, the Blocked Unitholders will receive shares of our Class A common stock as merger consideration. Because Energy Impact Fund (FT-D) LP, a Continuing Equity Unitholder, and Energy Impact Fund (FT-B) LP, a Blocked Unitholder, are subject to fund management provisions requiring any repurchases of their respective interests to be made on a pro rata basis, the repurchase of Class B Units from Energy Impact Fund (FT-D) LP described below will be accompanied by a corresponding pro rata cash payment to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger, in lieu of an equivalent number of shares of Class A common stock that would otherwise be issued to it as merger consideration, with such cash payment (and corresponding reduction in shares of Class A common stock issued to Energy Impact Fund (FT-B) LP as merger consideration) increasing accordingly if the underwriters exercise their option to purchase additional shares of Class A common stock prior to the initial closing of this offering.

We intend to use the remaining $184.2 million of net proceeds as follows:

- $156 million to purchase Class B Units (including Class B Units converted from Class M Units) from certain of the pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers), at a per unit price equal to the per share price paid by the underwriters for our Class A common stock in this offering; and
- $27.7 million to fund the cash payment to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger.

If the underwriters exercise in full their option to purchase additional shares of our Class A common stock before the initial closing of this offering, we intend to use the additional $84.2 million of net proceeds from the exercise in full of such option as follows:

- $71.5 million to purchase additional Class B Units (including Class B Units converted from Class M Units) from certain of the pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers), at a per unit price equal to the per share price paid by the underwriters for our Class A common stock in this offering; and
- $12.7 million to increase the cash payment to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger.

If the underwriters exercise their option to purchase additional shares of Class A common stock after the initial closing of this offering, we intend to use the $84.2 million of net proceeds from the exercise in full of such option as follows:

- $71.5 million to purchase additional Class B Units (including Class B Units converted from Class M Units) from certain of the pre-IPO owners of ER Holdings (including Energy Impact Fund (FT-D) LP and certain of our current and former directors and executive officers), at a per unit price equal to the per share price paid by the underwriters for our Class A common stock in this offering; and
- $12.7 million to repurchase shares of Class A common stock issued to Energy Impact Fund (FT-B) LP in connection with its Blocker Merger pursuant to a privately negotiated transaction.

Although we have not yet determined with certainty the manner in which we will allocate the net proceeds of this offering, we expect to cause ER Holdings to use the remaining net proceeds it receives from our purchase of Class A Units for working capital and other general corporate purposes, which may include deployment of manufacturing capacity, furthering commercialization of our power systems and expanding our product and services offerings.

Assuming no exercise of the underwriters' option to purchase additional shares, each $1.00 change in the assumed initial public offering price of $21.50 per share (which is the midpoint of the price range set forth on the cover page of this prospectus) would cause the net proceeds from this offering, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us, to change by approximately $26.1 million, assuming no change to the number of shares of our Class A common stock offered by us, as set forth on the cover page of this prospectus. Similarly, an increase (decrease) of one million shares of Class A common stock sold in this offering by us would increase (decrease) our net proceeds by $20.1 million, assuming the initial public offering price of $21.50 per share, (which is the midpoint of the price range set forth on the cover page of this prospectus) remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. If the proceeds increase for any reason, we would use the additional net proceeds to repurchase additional Class B Units and/or shares of Class A common stock. If the proceeds decrease for any reason, then we expect that we would repurchase fewer Class B Units and/or shares of Class A common stock.

DIVIDEND POLICY

We do not anticipate declaring or paying any cash dividends to holders of our Class A common stock in the foreseeable future. We currently intend to retain future earnings, if any, to finance the growth of our business. Our future dividend policy is within the discretion of our board of directors and will depend upon then-existing conditions, including our results of operations, financial condition, capital requirements, investment opportunities, statutory restrictions on our ability to pay dividends, restrictions in our existing and any future debt agreements and other factors our board of directors may deem relevant.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of March 31, 2026, of

- ER Holdings on a historical basis; and
- ERock on a pro forma basis to give effect to the Reorganization and the issuance and sale of shares of Class A common stock in this offering at an initial public offering price of $21.50 per share (the midpoint of the price range set forth on the cover page of this prospectus), after (a) deducting the underwriting discounts and commissions and estimated offering expenses payable by us and (b) the application of the proceeds from this offering, as described under "Use of Proceeds."

The table below should be read in conjunction with, and is qualified in its entirety by reference to "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Capital Stock" and our consolidated financial statements appearing elsewhere in this prospectus.

	As of March 31, 2026	
(in thousands, except par values)	**Historical ER Holdings**	**Pro Forma ERock**
Cash and cash equivalents	$ 300,508	$ 591,653
Long-term debt, including current portions:		
2025 Credit Agreement[1]	29,123	—
December 2024 Convertible Note[2]	10,051	—
Additional 2024 Convertible Notes[3]	9,878	—
2025 Convertible Notes[4]	14,098	—
Rights offering convertible notes	52	—
Total long-term debt	$ 63,202	$ —
Mezzanine equity:		
Series A preferred units, 163,975 units authorized, issued and outstanding	47,506	—
Total mezzanine equity	$ 47,506	$ —
Members' / Stockholders' equity:		
Class A common stock, $0.01 par value; no shares authorized, issued or outstanding (Actual); 800,000,000 shares authorized, 48,124,888 shares issued and outstanding (As Adjusted)	$ (128,958)	(205,795)
Class B common stock, $0.01 par value; no shares authorized, issued and outstanding (Actual); 350,000,000 shares authorized, 171,007,333 shares issued and outstanding (As Adjusted)	—	1,710
Additional paid-in capital	—	252,149
Noncontrolling interest	38	224,869
Total members' / stockholders' equity	$ (128,920)	$ 272,933
Total capitalization	$ (18,212)	$ 272,933

(1) As of March 31, 2026, $30,000 of principal remained outstanding under the 2025 Credit Agreement.
(2) As of March 31, 2026, $12,035 of principal and accrued PIK interest remained outstanding under the December 2024 Convertible Note. On May 13, 2026, the December 2024 Convertible Note was settled and as a result is no longer outstanding.
(3) As of March 31, 2026, $11,827 of principal and accrued PIK interest remained outstanding under the Additional 2024 Convertible Notes. On May 13, 2026, the Additional 2024 Convertible Notes were settled and as a result are no longer outstanding.
(4) As of March 31, 2026, $17,556 of principal and accrued PIK interest remained outstanding under the 2025 Convertible Notes. On May 13, 2026, the 2025 Convertible Notes were settled and as a result are no longer outstanding.

The information presented above assumes no exercise of the underwriters' option to purchase additional shares from us. The table does not reflect shares of common stock reserved for issuance under our 2026 Plan which we plan to adopt in connection with this offering.

DILUTION

Purchasers of the Class A common stock in this offering will experience immediate and substantial dilution in the net tangible book value per share of the Class A common stock for accounting purposes to the extent of the difference between the initial public offering price per share of our Class A common stock and the pro forma net tangible book value per share of our Class A common stock immediately after the completion of this offering. Dilution results from the fact that the per share offering price of the Class A common stock is substantially in excess of the book value per share attributable to the existing equity holders.

Our pro forma net tangible book value as of March 31, 2026 was approximately $(91.5) million, or $(0.48) per share of Class A common stock. Pro forma net tangible book value of $(91.5) million is determined based on pro forma total assets of $519.9 million (historical net assets of $564.1 million less cash paid for convertible note settlement of $44.2 million), less pro forma total liabilities of $611.4 million (historical total liabilities of $645.5 million less $34.1 million convertible notes carrying value eliminated). Pro forma net tangible book value per share is determined by dividing our pro forma net tangible book value by the total number of shares of Class A common stock that will be outstanding immediately prior to the closing of this offering, after giving effect to the Reorganization (including the 20,217,911 shares of our Class A common stock and 171,007,333 Class B Units that will be owned by the pre-IPO owners) and assuming that all of the Continuing Equity Unitholders exchanged their Class B Units outstanding immediately following the completion of the Reorganization and this offering for 171,007,333 newly issued shares of our Class A common stock on a one-for-one basis as if such Class B Units were immediately exchangeable. Such total number of shares of Class A common stock does not reflect any shares of Class A common stock that would be issuable following the conversion of any vested Class M Units into Class B Units, calculated before deduction of underwriting discounts and commissions.

After giving effect to (i) the Reorganization (including the 20,217,911 shares of our Class A common stock and 171,007,333 Class B Units that will be owned by the pre-IPO owners) and (ii) the sale of 27,906,977 shares of Class A common stock in this offering at an assumed initial public offering price of $21.50 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and offering expenses payable by us and assuming the exchange of all Class B Units outstanding immediately following the completion of the Reorganization and this offering for 171,007,333 newly issued shares of our Class A common stock as if such units were immediately exchangeable, and (iii) the application of such proceeds as described in the section entitled "*Use of Proceeds*," our as adjusted pro forma net tangible book value as of March 31, 2026 would have been approximately $272.9 million, or $1.25 per share. As adjusted pro forma net tangible book value of $272.9 million is determined based on as adjusted pro forma total assets of $855.2 million, less as adjusted pro forma total liabilities of $582.3 million. This represents an immediate increase in the pro forma net tangible book value of $1.72 per share to existing equity holders and an immediate dilution (i.e., the difference between the offering price and the as adjusted pro forma net tangible book value after this offering) to new investors purchasing shares in this offering of $20.25 per share. The following table illustrates the per share dilution to new investors purchasing shares in this offering:

Initial public offering price per share		$21.50
Pro forma net tangible book value per share as of March 31, 2026	$(0.48)	
Increase in pro forma net tangible book value per share attributable to new investors in this offering	$ 1.72	
As adjusted pro forma net tangible book value per share after giving further effect to this offering		$ 1.25
Dilution in pro forma net tangible book value per share to new investors in this offering		$20.25

The information in the preceding table is based on an assumed offering price of $21.50 per share, the midpoint of the price range set forth on the cover page of this prospectus. A $1.00 increase or decrease in the

assumed price per share would increase or decrease, respectively, the pro forma net tangible book value after this offering by approximately $17.4 million and increase or decrease the dilution per share of Class A common stock to new investors in this offering by $0.92 per share, in each case calculated as described above and assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same. Similarly, each increase or decrease of 1.0 million shares in the number of shares of our Class A common stock offered by us would increase or decrease, as applicable, our pro forma net tangible book value by approximately $20.1 million and increase or decrease, as applicable, the dilution to new investors in this offering by $0.01 per share, assuming the assumed initial public offering price remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The following table summarizes, on an as adjusted pro forma basis as of March 31, 2026, the total number of shares of common stock owned by existing equity holders and to be owned by new investors, the total consideration paid, and the average price per share paid by existing equity holders and to be paid by new investors in this offering at $21.50, assuming that all of the Continuing Equity Unitholders exchanged their Class B Units for newly issued shares of our Class A common stock on a one-for-one basis. The following table does not reflect any shares of Class A common stock that would be issuable following the conversion of any vested Class M Units into Class B Units, calculated before deduction of underwriting discounts and commissions.

(in thousands, except percentages)	Shares Acquired[1]		Total Consideration[2]		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing equity holders	191,225,244	87.3%	$ 40,941	6.4%	$ 0.21
New investors in this offering	27,906,977	12.7%	$600,000	93.6%	$ 21.50
Total	219,132,221	100.0%	$640,941	100.0%	$ 2.92

(1) If the underwriters exercise their option to purchase additional shares of Class A common stock in full, our existing equity holders would own approximately 85.4% and our new investors in this offering would own approximately 14.6% of the total number of shares of our common stock outstanding after this offering. The presentation in this table regarding ownership by existing equity holders does not give effect to any purchases that existing stockholders may make through our directed share program or otherwise purchase in this offering.

(2) If the underwriters exercise their option to purchase additional shares of Class A common stock in full, the total consideration paid by our new investors would be approximately $690,000 (or 94.1%).

The data in the table excludes 19,721,900 shares of Class A common stock initially reserved for issuance under our 2026 Plan.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes included elsewhere in this prospectus. Some of the information contained in this discussion and analysis, including information with respect to our planned investments in our research and development, sales and marketing, and general and administrative functions, include forward-looking statements that involve risks and uncertainties. You should review the sections titled "Cautionary Statement Regarding Forward-Looking Statements" and "Risk Factors" for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Our Predecessor

ERock, Inc. was formed in January 2026 and does not have historical financial results. Unless otherwise indicated, the historical financial information presented in this document is that of Enchanted Rock Holdings, LLC. Enchanted Rock Holdings, LLC, together with its subsidiaries, is the predecessor to ERock, Inc.

Overview

We are a vertically integrated company that designs, deploys, operates and maintains multi-purpose distributed power systems, consisting of our proprietary, low emission, quick-response natural gas generator and embedded software technology, for our customers. Our resilient, cost-effective, modular power systems can be rapidly deployed at a scale of more than 1 GW to meet our customers' full range of power needs, including bridge, backup and dispatchable power applications, and are supported by our O&M and asset management services. We primarily serve data centers, utilities and large C&I businesses across nine U.S. states, with our largest operating footprints located in California and Texas, where we anticipate disproportionate growth and market potential driven by high data center demand in the near- and medium-term. With over 15 years of operational experience and approximately 400 operational sites, we believe we are one of the most established, proven providers in the distributed power generation market.

Over the last 15 years, we have established deep expertise and a proven track record in the deployment of complex integrated power systems through our ERock Platform. Most of our sales include the comprehensive design, delivery, installation and long-term services provided by the ERock Platform. We deliver cost-effective, turnkey speed-to-power and resiliency solutions that supplement and maximize traditional grid infrastructure. Our systems are engineered for superior operational stability, offering the capability of 99.999% reliability, diesel-equivalent transient performance, quieter operation, cleaner emissions, rapid deployment and no on-site water required. Once interconnected, our market operations and dispatch management platform enables customers to utilize our systems for backup power or to strategically dispatch capacity during peak demand or scarcity events.

At the core of our power systems is our RockBlock, a modular, distributed generator string that incorporates our proprietary natural gas engine, scales in 0.5 MW increments from 1.5 MW to 3.5 MW per RockBlock and is assembled in-house. Complementing our generator technology is our Granite Software Ecosystem, a proprietary software that is embedded in our power systems and enables us to use operating data to improve operations for high reliability at a lower cost. We produce our proprietary engines and generators at our Titan facility and are increasing capacity with the development of our Hyperion facility, both located in Houston, Texas. Our assembly model is designed to scale efficiently and rapidly to meet growing customer demand and service our backlog, leveraging a high-volume, largely multi-sourced supply chain and standardized assembly processes.

Over the past decade, we have built a foundation of deep trust and relationships with leading data center and artificial intelligence ecosystem companies, such as Microsoft, Wistron and Foxconn, electric and gas utilities, such as Entergy and ComEd, and C&I customers, such as H-E-B and Walmart, with approximately 50 customers in those end markets, establishing ourselves as a critical link where speed-to-power, reliability, flexibility and scale converge in our customer's power ecosystem. We serve customers across the United States, with a geographic footprint spanning nine states and four major RTOs. Data centers partner with us to accelerate site commissioning and meet stringent reliability, sound and emissions requirements while supporting AI-driven load growth, utilities leverage our systems to address rate pressure, grid stability, reliability and emergency backup, and capacity constraints and demand response, and C&I customers rely on us for resilient backup power and operational continuity as well as cost savings from grid services.

Recent Trends and Outlook

We believe the United States is entering a historic upswing in electricity demand, primarily driven by a generational surge in demand for artificial intelligence, digital infrastructure, and broader electrification, with load growth accelerating to its highest levels in 50 years, projected at approximately 5.7% annually for 2025-2030 representing approximately 43x total growth compared to 2015-2020. This expansion is creating a widening gap between required power capacity and the speed at which traditional utility-scale infrastructure can be developed. As the "Age of Electricity" progresses, the structural mismatch between demand growth and supply addition has intensified, particularly as data center construction timelines (typically two to three years) continue to outpace the four-to-eight-year requirement for new grid and generation infrastructure.

Data centers have emerged as the single largest source of new load growth in the United States, accounting for nearly half of all global data center electricity demand in 2025. Through 2030, this sector is projected to represent half of all U.S. electricity demand growth, a rate of expansion unparalleled in any other global region. Beyond data centers, demand is further bolstered by industrial reshoring, the electrification of transportation, and building electrification. We expect this environment to require up to 170 GW of incremental firm and flexible capacity by 2030 to meet rising peak demand–a shortfall that we believe cannot be met by variable renewables and storage alone under current build-out timelines.

Traditional energy solutions are currently insufficient to meet the magnitude of this demand. Existing infrastructure is under significant strain, with grid congestion and long interconnection queues posing critical barriers to new capacity. In major markets like Northern Virginia, connection timelines for new data center capacity now extend to approximately seven years. Furthermore, global supply chains for essential components, such as transformers and turbines, face multi-year backlogs and lead times ranging from 15 to 24 months. These constraints have led to intensifying reliability risks. Approximately 20% of new data center projects globally are at risk of delay due to grid limitations. Simultaneously, extreme weather events and surging peak loads from EV charging are increasing outage exposure across the U.S. grid. Given that data centers require uninterrupted, firm power with extremely low tolerance for outages, the demand for resilient, "always-on" power solutions has never been higher.

To mitigate grid constraints and ensure operational continuity, there is an increasing trend toward co-locating large loads with onsite or near-site distributed generation. We believe that strategically siting data centers in areas with available grid headroom and utilizing onsite flexible backup systems are vital for maintaining reliability. In this context, natural gas remains a critical firm resource. We anticipate natural gas-fired generation will expand significantly to meet data center loads through 2035, particularly in the United States, where it serves as a leading dispatchable source to support renewable integration. We are well positioned to deliver on the significant market demand for dispatchable, resilient and cost-effective power solutions that can be quickly deployed and commissioned. Through delivering 99.999% reliability and the capability to deliver in less than six months, with full project commissioning typically achieved within 12 to 18 months from contract signing, we provide one of the few scalable solutions capable of addressing near-term capacity needs,

particularly in high-growth regions like Texas and California. As natural gas remains a critical firm resource supporting renewable integration, our modular, low-emission solutions enable hyperscale data centers, industrial facilities and utilities to procure reliable, firm power at substantial scale, often reaching several hundred megawatts or over a gigawatt, without the prolonged lead times inherent in traditional transmission expansion. This combination of speed, reliability and flexibility positions us to capture significant share in an increasingly capacity-constrained U.S. power market.

How We Evaluate Our Operations

Our management uses a variety of financial and operating metrics to evaluate and analyze the performance of our business. These metrics help us evaluate our business and growth trends, establish budgets, measure the effectiveness of our sales and marketing efforts, and assess operational efficiencies. The key metrics we use to evaluate our business are provided below.

Non-GAAP Financial Measures

Adjusted EBITDA, Adjusted EBITDA Margin, Adjusted Gross Profit and Adjusted Gross Margin are financial measures that are not prepared in accordance with GAAP. These non-GAAP financial measures should be read in conjunction with the most directly comparable financial measure calculated and presented in accordance with GAAP.

We believe presenting these non-GAAP financial measures provides useful information to investors because they highlight trends in our underlying operating performance, facilitate comparisons of our core results over time and across peers, and reflect how our management evaluates our business. We also use these non-GAAP financial measures internally for strategic planning, budgeting, forecasting, performance measurement, and resource allocation. We believe that providing investors with access to these measures allows for greater transparency and facilitates comparisons to our historical operating results.

These non-GAAP financial measures are not intended to be considered in isolation or as a substitute for the most directly comparable financial measure prepared in accordance with GAAP. In addition, other companies, including companies in our industry, may define these non-GAAP financial measures differently, which may limit their usefulness as comparative measures.

Adjusted EBITDA and Adjusted EBITDA Margin

Adjusted EBITDA and Adjusted EBITDA Margin are utilized by our management and other users of our condensed consolidated financial statements such as investors, commercial banks, research analysts and others, to assess our operating performance. Management believes these measures are useful because they each allow us to compare our operating performance on a consistent basis across periods. Management also believes Adjusted EBITDA is a useful indicator of our operating performance and Adjusted EBITDA Margin is useful because it provides insight on profitability.

Net loss is the GAAP measure most directly comparable to Adjusted EBITDA, and net loss margin is the GAAP measure most directly comparable to Adjusted EBITDA Margin. We define Adjusted EBITDA as net loss before net interest expense; depreciation and amortization expense; income tax expense; stock-based compensation; and other items management deems non-operational or not reflective of ongoing core operations (e.g. changes in fair value of warrant unit liabilities, professional fees associated with debt and equity transactions, legal settlements). We define Adjusted EBITDA Margin as Adjusted EBITDA divided by total revenues.

The tables below present a reconciliation of net loss and net loss margin to Adjusted EBITDA and Adjusted EBITDA Margin:

(in thousands, except percentages)	Three Months Ended March 31, 2026	2025	Change Amount	%
Net loss	$(17,212)	$(15,937)	$ (1,275)	8.0%
Interest expense	1,451	1,978	(527)	(26.6%)
Depreciation and amortization expense	1,301	1,056	245	23.2%
Income tax expense	561	17	544	3200.0%
Stock-based compensation	1,225	1,487	(262)	(17.6%)
Non-recurring professional fees [2]	257	482	(225)	(46.7%)
Adjusted EBITDA	$(12,417)	$(10,917)	$ (1,500)	13.7%
Net loss margin	(54.2)%	(66.1)%		11.9%
Adjusted EBITDA Margin	(39.1)%	(45.3)%		6.2%

(in thousands, except percentages)	Years Ended December 31, 2025	2024	Change Amount	%
Net loss	$(59,030)	$(56,926)	$ (2,104)	3.7%
Interest expense	755	14,331	(13,576)	(94.7%)
Depreciation and amortization expense	3,993	1,859	2,134	114.8%
Loss on debt extinguishment	24,182	—	24,182	N/A
Income tax expense	420	158	262	165.8%
Stock-based compensation	4,610	2,662	1,948	73.2%
Change in fair value of warrants [1]	(1,752)	1,398	(3,150)	(225.3%)
Non-recurring professional fees [2]	4,176	1,606	2,570	160.0%
Adjusted EBITDA	$(22,646)	$(34,912)	$ 12,266	(35.1%)
Net loss margin	(32.2)%	(44.3)%		12.1%
Adjusted EBITDA Margin	(12.4)%	(27.2)%		14.8%

(1) Non-cash change in fair value of our warrant liability at December 31, 2024. See Note 13—Equity —Warrant Units, to our consolidated financial statements included in this prospectus for more details.

(2) Professional fees represent (i) consulting, legal, accounting, and other expenses in connection with the evaluation of potential non-recurring capital markets transactions in 2026, 2025, and 2024, (ii) certain consulting, legal, and corporate expenses in connection with debt modifications that occurred in April 2025, and (iii) certain non-recurring placement fees associated with key hires in 2025.

Adjusted Gross Profit and Adjusted Gross Margin

Adjusted Gross Profit and Adjusted Gross Margin are non-GAAP financial measures. We define Adjusted Gross Profit as GAAP gross profit, adjusted to exclude reimbursable variable revenues and costs. We define Adjusted Gross Margin as Adjusted Gross Profit divided by total revenues less reimbursable variable revenues. Reimbursable variable revenues and costs represent certain revenues and expenses where we serve as the principal in transactions and control the use and timing of the products and services that are being utilized. These costs represent our primary obligation and are recovered from customers at cost without markup pursuant to the terms of our contracts.

We present Adjusted Gross Profit and Adjusted Gross Margin because we believe these measures provide management and investors with a more meaningful view of the underlying economics and profitability of our core operations. Because reimbursable variable revenues and costs are recorded on a gross basis under GAAP

and, by design, offset one another with no material contribution to profit, their inclusion in GAAP revenues and cost of revenues can cause reported gross margin percentages to fluctuate significantly depending on the frequency of underlying activities which can be driven by unpredictable changes in market conditions. By excluding these revenues, Adjusted Gross Margin reflects the margin we earn on the goods and services where we bear economic risk, exercise pricing judgment, and generate value for our customers.

We use Adjusted Gross Profit and Adjusted Gross Margin internally to evaluate segment-level performance, assess pricing and cost trends, and benchmark our profitability against peers whose revenue recognition practices may differ with respect to reimbursable items. We believe this perspective enhances investors' understanding of the operating leverage and margin trajectory of our business.

Adjusted Gross Profit and Adjusted Gross Margin have limitations as analytical tools. They are not substitutes for GAAP gross profit or GAAP gross margin, and our calculations may not be comparable to similarly titled measures reported by other companies because other entities may not define or calculate these measures in the same manner. In addition, while reimbursable variable costs are excluded because they have immaterial net margin impact, they do represent real cash flows and contractual obligations that affect our working capital and liquidity. Accordingly, these non-GAAP measures should be considered alongside, and not as alternatives to, the GAAP financial measures included in our condensed consolidated financial statements and consolidated financial statements.

	Three Months Ended March 31,		Change	
(in thousands, except percentages)	2026	2025	Amount	%
Total Revenues	$ 31,736	$ 24,109	$ 7,627	31.6%
Total Cost of Revenues	25,243	20,413	4,830	23.7%
Less: Depreciation and amortization expense	1,301	1,056	245	23.2%
Total Gross Profit	$ 5,192	$ 2,640	$ 2,552	96.7%
Less: Reimbursable variable revenue	(6,607)	(3,816)	(2,791)	73.1%
Add: Reimbursable variable cost	6,607	3,781	2,826	74.7%
Adjusted Gross Profit	$ 5,192	$ 2,605	$ 2,587	99.3%
Gross margin	16.4%	11.0%		5.4%
Adjusted Gross Margin	20.7%	12.8%		7.9%

	Years Ended December 31,		Change	
(in thousands, except percentages)	2025	2024	Amount	%
Total Revenues	$183,145	$128,490	$54,655	42.5%
Total Cost of Revenues	145,151	111,280	33,871	30.4%
Less: Depreciation and amortization expense	3,993	1,859	2,134	114.8%
Total Gross Profit	$ 34,001	$ 15,351	$18,650	121.5%
Less: Reimbursable variable revenue	(16,336)	(13,903)	(2,433)	17.5%
Add: Reimbursable variable cost	16,156	14,042	2,114	15.1%
Adjusted Gross Profit	$ 33,821	$ 15,490	$18,331	118.3%
Gross margin	18.6%	11.9%		6.6%
Adjusted Gross Margin	20.3%	13.5%		6.8%

Operational Measures

Contracted Power System Sales Backlog

Contracted Power System Sales Backlog represents the actual contracted value for purchases of power systems and ESI services, whether invoiced or not, to be invoiced and recognized as revenue as a result of performing our obligations over the term of the contract, assuming no exceptions or contingencies are exercised.

We believe contracted power system sales backlog is an important operating metric because it provides visibility into future revenue from power system sales, reflects underlying demand for our power systems, and helps us plan production, procurement, and workforce requirements.

	As of March 31,		Change	
(in thousands, except percentages)	2026	2025	Amount	%
Contracted Power System Sales Backlog	$ 1,276,065	$ 145,232	$ 1,130,833	778.6%

	As of December 31,		Change	
(in thousands, except percentages)	2025	2024	Amount	%
Contracted Power System Sales Backlog	$ 1,183,072	$ 227,656	$ 955,416	419.7%

Contracted Power System Sales Backlog increased by $1.1 billion, or 778.6%, for the three months ended March 31, 2026 as compared to the three months ended March 31, 2025, and $955.4 million, or 419.7%, for the year ended December 31, 2025 as compared to the year ended December 31, 2024. This increase was driven by new contracts with data center customers, partially offset by net reductions in backlog from utility and commercial and industrial customers as revenue recognized during the period exceeded new bookings in those segments.

Substantially all of the backlog growth in the three months ended March 31, 2026 and the year ended December 31, 2025 was attributable to contracts with data center customers, reflecting strong demand for speed-to-power solutions to support accelerated data center development timelines and increasing power requirements associated with AI and digital infrastructure. Geographically, the backlog growth in the three months ended March 31, 2026 and the year ended December 31, 2025 was driven predominantly by projects located in Texas, reflecting customer demand in a market characterized by significant load growth and interconnection constraints.

We believe the increase in backlog for the three months ended March 31, 2026 and the year ended December 31, 2025 was also supported by our ability to offer near-term deployment timelines, with most new contracts reflecting expected delivery within 12 to 18 months, which we believe is a key differentiator for customers facing multi-year grid interconnection timelines.

Annualized Recurring Service Revenue

Annualized Recurring Service Revenue represents the annualized value of recurring revenue under contracted operations and maintenance service and asset management agreements as of the measurement date, including both fixed contractual payments and variable payments based on typical utilization of such services.

We believe Annualized Recurring Service Revenue is an important operating metric because it reflects a stable base of recurring revenue which is less dependent on new power system sales and more indicative of ongoing services.

	As of March 31,		Change	
(in thousands, except percentages)	2026	2025	Amount	%
Annualized recurring service revenue	$22,879	$19,831	$3,048	15.4%

(in thousands, except percentages)	As of December 31, 2025	2024	Change Amount	%
Annualized recurring service revenue	$22,370	$19,636	$2,734	13.9%

Annualized Recurring Service Revenue increased $3.0 million, or 15.4%, for the three months ended March 31, 2026 as compared to the three months ended March 31, 2025, and increased $2.7 million, or 13.9%, for the year ended December 31, 2025 as compared to the year ended December 31, 2024. This increase is primarily due to additional systems we commissioned in 2025 which have services contracts and additional services contracts signed associated with new systems we will be building in the future.

Installed Base

Installed Base represents the total installed megawatt capacity of our power systems that have been deployed and are currently operational.

We believe Installed Base is an important operating metric because it reflects the scale of our equipment footprint in the field and is broadly representative of our assets under ongoing services contracts. Most of our deployments include the comprehensive design, delivery, installation and long-term services provided by the ERock Platform.

A larger Installed Base expands our potential to generate ongoing service revenue through maintenance agreements, parts sales, monitoring services, and equipment upgrades or replacements. It also provides insight into customer adoption of our products and the long-term demand for our service offerings.

	As of March 31, 2026	2025	Change Amount	%
Installed base in megawatts	1,059	934	125	13.4%

	As of December 31, 2025	2024	Change Amount	%
Installed base in megawatts	1,020	931	89	9.6%

Installed Base increased by 125 megawatts, or 13.4%, for the three months ended March 31, 2026 as compared to the three months ended March 31, 2025, and 89 megawatts, or 9.6%, for the year ended December 31, 2025 as compared to the year ended December 31, 2024. This increase is primarily due to additional systems deployed to customers in 2025.

Key Factors Affecting Our Performance

Power and Distributed Generation Demand

Our performance depends on demand for distributed energy generation solutions across data centers, utility and commercial and industrial sectors. Market demand is influenced by trends in electricity usage, including electrification of transportation and buildings, reshoring of manufacturing and rapid growth in data center and AI driven load, as well as customers' capital spending levels and expectations for the availability, pricing and reliability of grid sourced power. Changes in regulatory policies, technological alternatives, macroeconomic conditions or shifts in customer procurement priorities could materially affect demand for our products.

Cost and Availability of Components or Materials

Our financial performance is affected by the cost, availability and quality of the components and materials used in our power systems. We rely on third-party suppliers, including some that are located overseas, and we are exposed to risks from supply-chain disruptions, commodity price fluctuations, labor and material shortages, geopolitical instability and changes in trade policies or tariffs. Increases in material prices that cannot be passed through to customers, or delays caused by supplier constraints, may lead to installation delays, cancellations or reduced margins.

Regulatory Environment

The construction, installation, operation and economic value of our power systems are subject to federal, state and local regulations relating to building codes, safety, environmental and climate protection, domestic content requirements and related matters, as well as energy market rules, regulations and tariffs. Changes in regulation may extend development timelines or make the deployment of our power systems less economically attractive.

Execution on Pipeline and Expanding Commercial Opportunities

Our growth depends on our ability to convert identified pipeline projects into executed contracts and successfully completed installations. The markets we target are rapidly evolving, and the viability of new commercial opportunities is influenced by shifting customer requirements, emerging technologies, regulatory and permitting dynamics and broader macroeconomic conditions. Failure to execute on our existing pipeline or to expand our commercial footprint in the data center, utility and C&I markets could negatively impact our financial performance.

Timely Project Delivery

Our business depends on our ability to complete generator assembly and power system installations on schedule, as delivery timelines affect both revenue recognition and customer satisfaction. Installation cycles are subject to risks beyond our control, such as required governmental approvals and permits and customer site readiness. Delays in the delivery and installation of our power systems may lead to penalty payments or order cancellations, each of which may adversely affect our financial results.

Factors Affecting the Comparability of Our Financial Results

Impact of the Reorganization

Following the completion of this offering, we will be classified as a corporation for U.S. federal and state income tax purposes. Our predecessor, ER Holdings, is classified as a partnership for U.S. federal income tax purposes and, as such, has generally not been subject to entity-level U.S. federal income tax. Accordingly, unless otherwise specified, the historical results of operations and other financial information set forth in this prospectus do not include any provision for U.S. federal income tax. The Reorganization will be accounted for as a reorganization of entities under common control. As a result, our condensed consolidated financial statements will recognize the assets and liabilities received in the Reorganization at their historical carrying amounts, as reflected in the historical condensed consolidated financial statements of ER Holdings. In addition, in connection with the Reorganization and this offering, we will enter into the Tax Receivable Agreement pursuant to which we will be required to pay the TRA Beneficiaries 85% of the net cash savings, if any, that we are deemed to realize as a result of our use of certain tax benefits described under “Certain Relationships and Related Person Transactions—Proposed Transactions with ERock, Inc.—Tax Receivable Agreement.”

Public Company Expenses

We expect to incur additional recurring administrative expenses as a result of becoming a publicly traded corporation that we have not previously incurred, including costs associated with SEC reporting and compliance requirements, annual and quarterly reports to shareholders, transfer agent fees, audit fees, incremental director and officer liability insurance costs, Sarbanes-Oxley compliance readiness, and director and officer compensation. Additionally, in anticipation of this offering, we expect to hire additional employees and consultants, including accounting and legal personnel, in order to prepare for the requirements of being a publicly traded corporation. We additionally expect to incur approximately $4.4 million in incremental, non-recurring costs related to our transition to a publicly traded corporation.

Components of Results of Operations

Revenues

We generate revenue from two primary sources: power system sales and ongoing services. Power system sales can be a combination of power system sales product revenues and power system sales installation services revenues. Each of power system sales and ongoing services can also include warranty services.

Power System Sales Revenues

- *Power System Sales Product Revenues (Generators):* We sell generators to commercial and industrial customers. We generally recognize product revenue from the sale of generators at a point in time when control is transferred to the customers. In certain "bill-and-hold" arrangements where the customer requests us to warehouse the generator until the site is ready for installation, control transfers when the generator is ready for physical transfer to the customer, as we have a present right to payment, the customer can direct the use of the generators (i.e. requests shipment to its facility), and legal title has passed to the customer. Furthermore, the generator is identified separately as belonging to the customer, and we cannot use the generator or direct it to another customer.

  Power system sales product revenue is driven by contracting for new power system projects, executing on our Contracted Power System Sales Backlog and the timing of assembly and delivery of our generators to customers pursuant to ESI agreements. In 2025, we transitioned the assembly of our generators in-house at our Titan facility, which we expect to increase power system sales product revenue in 2026 compared to 2025 and 2024 due to improved efficiencies in our assembly and delivery capabilities.

- *Power System Sales Installation Services Revenues:* We provide services to prepare, construct, and install distributed generation power systems designed to provide resiliency power for commercial and industrial customers. These service contracts can occur over several months or a multi-year period. The revenues through service contracts are generated under fixed-price contracts with certain reimbursable variable costs. We recognize revenue over time because our performance creates or enhances an asset that the customer controls as the asset is created or enhanced. We measure progress using the cost-to-cost method (percentage of costs incurred to total estimated costs), as this best depicts the transfer of value to the customer.

  Power system sales installation services revenue is driven by contracting for new power system projects, executing on our Contracted Power System Sales Backlog, and the achievement of milestones in the design, construction and installation of our power systems pursuant to ESI agreements.

Ongoing Services Revenues

- *Ongoing Services:* We provide ongoing services to operate and maintain distributed generation power systems designed to provide resiliency power for commercial and industrial customers. These services

primarily consist of operations and maintenance ("O&M") services and asset management services arrangements. Our ongoing services are generally stand-ready obligations satisfied over time. For fixed-fee arrangements, we recognize revenue either (i) ratably over the contract term, or (ii) on an as-invoiced basis, applying the practical expedient to recognize revenue in the amount to which the entity has a right to invoice, if the entity has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the entity's performance completed to date (e.g. usage-based fees). We also provide extended warranty services in connection with ongoing services that are identified as a separate performance obligation and are recognized ratably over the extended warranty period.

Ongoing services revenue is driven by commissioned power systems and performing our obligations pursuant to O&M and asset management agreements. We expect that our ongoing services revenue to increase as we grow our installed base.

- *Service-Type Warranty:* We sell separately priced service-type warranties that provide coverage beyond the standard manufacturer's warranty. Revenues from these warranties are recognized ratably over the warranty period.

Cost of Revenues

Total cost of revenues consists of cost of power system sales revenues, which includes cost of power system sales product revenues and cost of power system sales installation services revenues, and cost of ongoing services revenues and excludes depreciation and amortization expense which is shown separately. The cost of ongoing services revenues can also include cost of warranty services revenues.

Cost of Power System Sales Revenues

- *Cost of Power System Sales Product Revenues (Generators):* Cost of power system sales product revenues primarily reflect the direct expenditures associated with the engineering, procurement of the components and materials for, and assembly of, our power systems, including our high-efficiency reciprocating engines. These costs are generally recognized at the point in time when control of the product is transferred to the customer. We expect that the cost of power system sales product revenues to increase as we contract for new power system projects, execute on our Contracted Power System Sales Backlog and construct and install our power systems pursuant to ESI agreements.
- *Cost of Power System Sales Installation Services Revenues:* Cost of power system sales installation services revenues reflect the construction and installation of our power systems at the customer's site. These costs include the cost of labor to design our power systems, the cost of components and materials to build our power systems, the cost of labor to assemble and deliver our generators and the cost of labor and materials to construct and install our power systems. Costs related to power system sales installation services revenues are recognized over time in a manner consistent with the recognition of the associated revenues, as project milestones are achieved or services are performed and accepted by the customer.

  Costs of warranties for power system sales are recognized as incurred and include labor, parts and allocated overhead necessary to perform repair services. We do not accrue these costs and recognize the expense in the period the services are performed.

Cost of Ongoing Services Revenues

Cost of ongoing services revenues primarily consists of the expenses associated with operating, maintaining and managing our power systems pursuant to Ongoing Services agreements. These costs span the term of each Ongoing Services agreement, beginning with the final commissioning and integration phase of installation and continuing with the operation, maintenance and asset management of the applicable power system. These costs

include the cost of labor to operate and maintain our power systems, the cost of components and materials to maintain our power systems and the cost of labor to manage electricity and natural gas market participation of our power systems. We expect that the cost of service revenues to increase as we grow our installed base. Costs of warranties for ongoing services are recognized as incurred and include labor, parts and allocated overhead necessary to perform repair services. We do not accrue these costs and recognize the expense in the period the services are performed.

Operating Expenses

General and Administrative Expenses

General and administrative ("G&A") expenses consist primarily of payroll and employee benefits, including health insurance, 401(k) contributions, and annual incentive compensation, for corporate staff, as well as external professional fees, sales and marketing expenses and other miscellaneous expenses including utilities, rent and insurance costs. We expect our G&A expenses to increase in future periods due to additional costs associated with operating as a public company, including increased legal and accounting expenses, as well as incremental headcount necessary to support our continued growth.

Depreciation and Amortization Expenses

We depreciate our assets on a straight-line basis over their estimated useful lives, which generally range from five to 15 years. We expect depreciation and amortization expenses to increase in future periods as we continue to build out our new facility and expand our overall production capacity.

Interest Expense

Interest expense for the period primarily reflects charges incurred under our long-term debt facilities and financing obligations. We expect these costs to decrease in future periods as a result of ongoing debt repayment initiatives. By reducing principal balances on our secured line of credit and lease obligations over time, we aim to lower our overall cost of capital and improve net interest margins.

Other Income, Net

Other income primarily reflects financial results from activities secondary to our core power systems operations. This primarily includes interest income earned on cash and cash equivalents held in interest-bearing money market accounts, which are maintained to support liquidity for future project deployments.

Income Tax Expense

Determining income tax expense, deferred tax assets and liabilities, and unrecognized tax benefits requires significant management judgment and involves estimates. Because we operate in multiple tax jurisdictions, uncertain tax positions are evaluated and recognized based on a "more likely than not" threshold and may be subject to examination by tax authorities. Changes in tax laws, interpretations, or the outcomes of tax audits could materially affect our financial position, results of operations, and cash flows in future periods. We expect that the provision for income taxes will increase in future periods due to the forecasted growth in revenues and net income associated with our contract backlog.

Results of Operations

Comparison of the three months ended March 31, 2026 and March 31, 2025

The following table presents selected condensed consolidated statements of operations data for the periods indicated. This information is derived from, and should be read in conjunction with, our condensed consolidated financial statements and the accompanying notes included elsewhere in this prospectus.

(in thousands, except percentages)	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025	Change Amount	Change %
Condensed Consolidated Statements of Operations				
Power system sales product revenues	$ 5,157	$ 6,072	$ (915)	(15.1%)
Power system sales installation services revenues	10,765	7,960	2,805	35.2%
Power system sales revenues	15,922	14,032	1,890	13.5%
Ongoing services revenues	15,814	10,077	5,737	56.9%
Total revenues	31,736	24,109	7,627	31.6%
Cost of power system sales product revenues, excluding depreciation and amortization	3,779	5,428	(1,649)	(30.4%)
Cost of power system sales installation services revenues, excluding depreciation and amortization	8,230	5,848	2,382	40.7%
Cost of power system sales revenues, excluding depreciation and amortization	12,009	11,276	733	6.5%
Cost of ongoing services revenues, excluding depreciation and amortization	13,234	9,137	4,097	44.8%
Total cost of revenues, excluding depreciation and amortization	25,243	20,413	4,830	23.7%
General and administrative expenses	20,943	16,866	4,077	24.2%
Depreciation and amortization expense	1,301	1,056	245	23.2%
Loss from operations	(15,751)	(14,226)	(1,525)	10.7%
Interest expense	(1,451)	(1,978)	527	(26.6%)
Other income, net	551	284	267	94.0%
Loss before income taxes	(16,651)	(15,920)	(731)	4.6%
Income tax expense	(561)	(17)	(544)	3200.0%
Net loss	(17,212)	(15,937)	(1,275)	8.0%
Deemed dividends related to Series A preferred units	(816)	(755)	(61)	8.1%
Net loss attributable to common units	$(18,028)	$(16,692)	$(1,336)	8.0%
Other Financial Data:				
Net loss margin	(54.2)%	(66.1)%		11.9%
Adjusted EBITDA	$(12,417)	$(10,917)	$(1,500)	13.7%
Adjusted EBITDA margin	(39.1)%	(45.3)%		6.2%

Net Loss and Net Loss Margin

Net loss increased by $1.3 million, or 8.0%, for the three months ended March 31, 2026, compared to the three months ended March 31, 2025. This increase was primarily attributable to a $4.8 million increase in cost of revenues and a $4.3 million increase in operating expenses. These impacts were partially offset by a $7.6 million increase in revenues. In addition, interest expense decreased $0.5 million in the three months ended March 31, 2026.

Net loss margin improved by 11.9%, for the three months ended March 31, 2026, compared to the three months ended March 31, 2025. The improvement was primarily driven by strong revenue growth and improved operating efficiency, which reduced net loss as a percentage of total revenues.

Adjusted EBITDA and Adjusted EBITDA Margin

Adjusted EBITDA declined by $1.5 million to a loss of $12.4 million for the three months ended March 31, 2026, from a loss of $10.9 million for the three months ended March 31, 2025. This decline was primarily attributable to an increase in general and administrative expenses related to increased headcount in assembly operations and increased legal expenses related to significant contracting activity. This decline was partially offset by increased installation revenues related to recently commissioned sites and increased ongoing services activity.

Adjusted EBITDA Margin improved by 6.2% for the three months ended March 31, 2026, compared to 2025. The improvement was primarily attributable to strong revenue growth and improved operating margins. Total revenues increased by $7.6 million, or 31.6%, from $24.1 million in the three months ended March 31, 2025 to $31.7 million in the three months ended March 31, 2026, allowing us to better absorb fixed operating costs and improve overall efficiency.

For more information regarding our non-GAAP measures Adjusted EBITDA and Adjusted EBITDA Margin, and a reconciliation to their most comparable GAAP measures, see "—Non-GAAP Financial Measures."

Total Revenues

	Three Months Ended March 31,		Change	
(in thousands, except percentages)	2026	2025	Amount	%
Power system sales product revenues	$ 5,157	$ 6,072	$ (915)	(15.1%)
Power system sales installation services revenues	10,765	7,960	2,805	35.2%
Power system sales revenues	15,922	14,032	1,890	13.5%
Ongoing services revenues	15,814	10,077	5,737	56.9%
Total revenues	$31,736	$24,109	$7,627	31.6%

Total revenues for the three months ended March 31, 2026, were $31.7 million, an increase of $7.6 million, or 31.6%, compared to $24.1 million for the three months ended March 31, 2025. This increase was driven by a $1.9 million increase in power system sales revenues and a $5.7 million increase in ongoing services revenues. At March 31, 2026, we have $1.3 billion in Contracted Power System Sales Backlog. Based on our current delivery capacity and production capacity at our Titan facility and the anticipated commencement of operations at our Hyperion facility in the second half of 2026, we expect to execute on this backlog over approximately three years. As a result, we expect to increase our total revenues in these years, primarily relating to power system sales product revenues and power system sales installation services revenues, with ongoing services revenues expected to grow as additional systems are commissioned. Our ability to execute on this backlog as anticipated is subject to a number of risks and uncertainties including: (1) the risk that customers fail to meet or seek to modify their contractual commitments, (2) disruptions to our assembly operations or supply chain, and (3) broader macroeconomic conditions that could affect our customers' ability to finance their purchases.

Power system sales product revenues decreased by $0.9 million, or 15.1%, for the three months ended March 31, 2026, compared to the prior year. This decrease was driven by the timing of customer projects as more move into the installation phase in the first three months of 2026 versus the prior year.

Power system sales installation services revenues increased by $2.8 million, or 35.2%, for the three months ended March 31, 2026, compared to the prior year. This increase was driven by higher installation activity

associated with customer projects requiring on-site deployment and integration of power generation equipment. As projects advanced toward critical deployment stages, a greater portion of installation-related work was completed and recognized as revenue during the period.

Ongoing services revenues increased by $5.7 million, or 56.9%, for the three months ended March 31, 2026, compared to the prior year. The increase was primarily driven by a $2.3 million increase in service activity related to our expanding installed base of power systems and increased demand for maintenance and support services. Also contributing to the increase was approximately $1.4 million of billable and contract service work performed during the year, as well as approximately $1.0 million of major projects service activity.

Total Cost of Revenues

(in thousands, except percentages)	Three Months Ended March 31, 2026	2025	Change Amount	%
Cost of power system sales product revenues, excluding depreciation and amortization	$ 3,779	$ 5,428	$(1,649)	(30.4%)
Cost of power system sales installation services revenues, excluding depreciation and amortization	8,230	5,848	2,382	40.7%
Cost of power system sales revenues, excluding depreciation and amortization	12,009	11,276	733	6.5%
Cost of ongoing services revenues, excluding depreciation and amortization	13,234	9,137	4,097	44.8%
Total cost of revenues, excluding depreciation and amortization	$25,243	$20,413	$ 4,830	23.7%

Total cost of revenues increased by $4.8 million for the three months ended March 31, 2026, compared to 2025. This increase was primarily driven by higher cost of power system sales of $0.7 million corresponding to higher power system sales and a $4.1 million increase in ongoing service costs related to servicing our growing installed base of power systems. At March 31, 2026, we have $1.3 billion in Contracted Power System Sales Backlog. As we execute on our Contracted Power System Sales Backlog over the expected three-year period, we anticipate total cost of revenues to increase commensurate with higher revenue. However, we expect the overall relationship between costs and revenues to improve compared to 2025 levels, driven by operational efficiencies from our Titan and Hyperion facilities, installation cost improvements from the standardization and pre-configuration of our RockBlock systems, and the largely fixed-cost nature of our O&M infrastructure relative to our growing installed base. This expected improvement is subject to risks including: (1) unforeseen increases in component or raw material costs, (2) supply chain disruptions, (3) labor cost increases, and (4) higher than anticipated startup costs at our Hyperion facility, any of which could adversely affect the cost-to-revenue relationship we currently anticipate.

Cost of power system sales product revenues decreased $1.6 million, or 30.4%, for the three months ended March 31, 2026, compared to the prior year. This decrease was driven by lower generator sales volumes, reflecting a reduction in activity of power system products due to lifecycles of projects.

Cost of power system sales installation revenues increased $2.4 million, or 40.7%, for the three months ended March 31, 2026, compared to the prior year. The increase was driven by higher installation activity associated with the progression of customer projects and the achievement of key project milestones requiring installation and commissioning services.

Cost of ongoing services revenues increased $4.1 million, or 44.8%, for the three months ended March 31, 2026, compared to the prior year. This increase was driven by higher service activity associated with the growth of our installed base of power systems, including increased maintenance services, and additional billable service work performed during the period.

Operating Expenses

(in thousands, except percentages)	Three Months Ended March 31, 2026	2025	Change Amount	%
General and administrative expenses	$20,943	$16,866	$4,077	24.2%
Depreciation and amortization expense	1,301	1,056	245	23.2%
	$22,244	$17,922	$4,322	24.1%

Total Operating Expenses

Total operating expenses for the three months ended March 31, 2026 were $22.2 million, an increase of $4.3 million, or 24.1%, compared to $17.9 million for the three months ended March 31, 2025. The increase was driven by a $4.1 million increase in general and administrative expenses and a $0.2 million increase in depreciation and amortization expenses.

General and Administrative

General and administrative expenses increased by $4.1 million, or 24.2%, for the three months ended March 31, 2026, compared to the three months ended March 31, 2025. The increase was primarily driven by a $1.3 million increase in salaries and employee benefits, a $0.7 million increase in higher office expenses mainly attributable to increased facility-related costs, and a $0.5 million increase in property tax expenses primarily due to increased assessed value, updated tax rates across key operating locations, inventory value and higher franchise taxes related to higher projected revenues for the year. In addition, there was a $1.7 million increase due to miscellaneous corporate expenses, consulting expenses, IT expenses, and marketing expenses offset by a $0.1 decrease in research and development expenses.

Depreciation and Amortization

Depreciation and amortization expense increased by $0.2 million, or 23.2%, for the three months ended March 31, 2026, compared to the three months ended March 31, 2025. The increase was primarily driven by the increase in amortization expenses related to capitalized software and other intangible assets used to support operational and corporate systems, along with investments in equipment, infrastructure, and other fixed assets primarily related to our Titan facility, which was placed into service to support our expanding operations and growing installed base of power systems.

Other Income and Expenses

(in thousands, except percentages)	Three Months Ended March 31, 2026	2025	Change Amount	%
Interest expense	$(1,451)	$(1,978)	$ 527	(26.6%)
Other income, net	551	284	267	94.0%
	$ (900)	$(1,694)	$ 794	(46.9%)

Interest expense decreased $0.5 million to $1.5 million for the three months ended March 31, 2026 compared to $2.0 million for the three months ended March 31, 2025. The decrease was primarily attributable to a decrease in interest expense due to higher outstanding debt balances during 2025.

Other income, net increased to $0.6 million for the three months ended March 31, 2026, compared to $0.3 million for the three months ended March 31, 2025. This increase is primarily due to an increase in interest income associated with our higher cash balances in 2026 as well as an increase in warranty income from claims and miscellaneous rental income.

Provision for Income Taxes

	Three Months Ended March 31,		Change	
(in thousands, except percentages)	2026	2025	Amount	%
Income tax expense	$ (561)	$ (17)	$ (544)	3200.0%

Income tax expense increased by $0.5 million, or 3200.0%, for the three months ended March 31, 2026, compared to the three months ended March 31, 2025. This increase was primarily attributable to higher projected revenues in Texas for the full year.

Comparison of the year ended December 31, 2025 and December 31, 2024

The following table presents selected consolidated statements of operations data for the periods indicated. This information is derived from, and should be read in conjunction with, our consolidated financial statements and the accompanying notes included elsewhere in this prospectus.

	Years Ended December 31,		Change	
(in thousands, except percentages)	2025	2024	Amount	%
Consolidated Statements of Operations				
Power system sales product revenues	$ 90,138	$ 53,976	$ 36,162	67.0%
Power system sales installation services revenues	47,810	38,363	9,447	24.6%
Power system sales revenues	137,948	92,339	45,609	49.4%
Ongoing services revenues	45,197	36,151	9,046	25.0%
Total revenues	183,145	128,490	54,655	42.5%
Cost of power system sales product revenues, excluding depreciation and amortization	75,754	50,748	25,006	49.3%
Cost of power system sales installation services revenues, excluding depreciation and amortization	32,083	29,742	2,341	7.9%
Cost of power system sales revenues, excluding depreciation and amortization	107,837	80,490	27,347	34.0%
Cost of ongoing services revenues, excluding depreciation and amortization	37,314	30,790	6,524	21.2%
Total cost of revenues, excluding depreciation and amortization	145,151	111,280	33,871	30.4%
General and administrative expenses	68,741	57,887	10,854	18.8%
Depreciation and amortization expense	3,993	1,859	2,134	114.8%
Loss from operations	(34,740)	(42,536)	7,796	(18.3%)
Interest expense	(755)	(14,331)	13,576	(94.7%)
Loss on debt extinguishment	(24,182)	0	(24,182)	N/A
Other income, net	1,067	99	968	977.8%
Loss before income taxes	(58,610)	(56,768)	(1,842)	3.2%

(in thousands, except percentages)	Years Ended December 31, 2025	2024	Change Amount	%
Consolidated Statements of Operations				
Income tax expense	(420)	(158)	(262)	165.8%
Net loss	(59,030)	(56,926)	(2,104)	3.7%
Deemed dividends related to Series A preferred units	(3,110)	(2,880)	(230)	8.0%
Net loss attributable to common units	$(62,140)	$(59,806)	$ (2,334)	3.9%
Other Financial Data:				
Net loss margin	(32.2)%	(44.3)%		12.1%
Adjusted EBITDA	$(22,646)	$(34,912)	$12,266	(35.1%)
Adjusted EBITDA margin	(12.4)%	(27.2)%		14.8%

Net Loss and Net Loss Margin

Net loss increased by $2.1 million, or 3.7%, for the year ended December 31, 2025, compared to the year ended December 31, 2024. This increase was primarily attributable to a $24.2 million loss on debt extinguishment for the year ended December 31, 2025 and a $13.0 million increase in operating expenses. These impacts were partially offset by a $54.7 million increase in revenues. Cost of revenues increased by $33.9 million. In addition, interest expense decreased $13.6 million in 2025.

Net loss margin improved by 12.1%, for the year ended December 31, 2025, compared to the year ended December 31, 2024. The improvement was primarily driven by strong revenue growth and improved operating efficiency, which reduced net loss as a percentage of total revenues. Although net loss increased primarily due to our loss on debt extinguishment, higher revenues and improved operating margins helped offset this impact.

Adjusted EBITDA and Adjusted EBITDA Margin

Adjusted EBITDA improved $12.3 million to a loss of $(22.6) million for the year ended December 31, 2025, from a loss of $(34.9) million for the year ended December 31, 2024. This improvement was primarily attributable to the increase in our operating margin of 7.3%.

Adjusted EBITDA Margin improved by 14.8% for the year ended December 31, 2025, compared to 2024. The improvement was primarily attributable to strong revenue growth and improved operating margins. Total revenues increased by $54.7 million, or 42.5%, from $128.5 million in 2024 to $183.1 million in 2025, allowing us to better absorb fixed operating costs and improve overall efficiency.

For more information regarding our non-GAAP measures Adjusted EBITDA and Adjusted EBITDA Margin, and a reconciliation to their most comparable GAAP measures, see "—Non-GAAP Financial Measures."

Total Revenues

(in thousands, except percentages)	Years Ended December 31, 2025	2024	Change Amount	%
Power system sales product revenues	$ 90,138	$ 53,976	$36,162	67.0%
Power system sales installation services revenues	47,810	38,363	9,447	24.6%
Power system sales revenues	137,948	92,339	45,609	49.4%
Ongoing services revenues	45,197	36,151	9,046	25.0%
Total revenues	$183,145	$128,490	$54,655	42.5%

Total revenues for the year ended December 31, 2025, were $183.1 million, an increase of $54.7 million, or 42.5%, compared to $128.5 million for the year ended December 31, 2024. This increase was driven by a $45.6 million increase in power system sales revenues and a $9.0 million increase in ongoing services revenues. At December 31, 2025, we have $1.2 billion in Contracted Power System Sales Backlog. Based on our current delivery capacity and production capacity at our Titan facility and the anticipated commencement of operations at our Hyperion facility in the second half of 2026, we expect to execute on this backlog over approximately three years, increasing our total revenues in these years, primarily relating to power system sales product revenues and power system sales installation services revenues, with ongoing services revenues expected to grow as additional systems are commissioned. Our ability to execute on this backlog as anticipated is subject to a number of risks and uncertainties, including the risk that customers fail to meet or seek to modify their contractual commitments, disruptions to our assembly operations or supply chain, and broader macroeconomic conditions that could affect our customers' ability to finance their purchases.

Power system sales product revenues increased by $36.2 million, or 67.0%, for the year ended December 31, 2025, compared to the prior year. This increase was primarily driven by higher volumes of generator deliveries under new and existing customer contracts, particularly from commercial and industrial customers, including a significant purchase from a new industrial customer representing approximately 45 MW that was both signed and delivered during the period. Geographically, the increase in product revenues was primarily driven by projects in Texas, reflecting continued demand for backup power and grid-support applications, while revenues in California declined year-over-year due to the absence of certain non-recurring system sale revenues recognized in 2024.

The increase in product revenues in 2025 was also influenced by the timing of equipment deliveries and customer project milestones, including a higher number of systems reaching delivery readiness during the period compared to 2024. While we have observed increasing demand from data center customers and expect this to be a driver of future growth, data center-related activity did not represent a significant contributor to power system sales product revenue growth in 2025. Instead, data center demand during 2025 was primarily reflected in Contracted Power System Sales Backlog growth rather than power system sales product revenues recognized in the period, due to the timing of project execution and delivery.

Power system sales installation services revenues increased by $9.4 million, or 24.6%, for the year ended December 31, 2025, compared to the prior year. This increase was driven by higher installation activity associated with customer projects requiring on-site deployment and integration of power generation equipment, as more power system projects progressed from equipment delivery to implementation phases during the year. As projects advanced toward critical deployment stages, a greater portion of installation-related work was completed and recognized as revenue during the period.

Ongoing services revenues increased by $9.0 million, or 25.0%, for the year ended December 31, 2025, compared to the prior year. The increase was primarily driven by a $2.3 million increase in service activity related to our expanding installed base of power systems and increased demand for maintenance and support services. Also contributing to the increase was approximately $2.2 million of unplanned billable service work performed during the year, as well as approximately $0.6 million of warranty-related service activity.

Total Cost of Revenues

(in thousands, except percentages)	Years Ended December 31, 2025	2024	Change Amount	%
Cost of power system sales product revenues, excluding depreciation and amortization	$ 75,754	$ 50,748	$25,006	49.3%
Cost of power system sales installation services revenues, excluding depreciation and amortization	32,083	29,742	2,341	7.9%
Cost of power system sales revenues, excluding depreciation and amortization	107,837	80,490	27,347	34.0%
Cost of ongoing services revenues, excluding depreciation and amortization	37,314	30,790	6,524	21.2%
Total cost of revenues, excluding depreciation and amortization	$145,151	$111,280	$33,871	30.4%

Total cost of revenues increased by $33.9 million for the year ended December 31, 2025, compared to 2024. This increase was primarily driven by higher cost of power system sales of $27.3 million corresponding to higher power system sales and a $6.5 million increase in ongoing service costs related to servicing our growing installed base of power systems. At December 31, 2025, we have $1.2 billion in Contracted Power System Sales Backlog. As we execute on our Contracted Power System Sales Backlog over the expected three-year period, we anticipate total cost of revenues to increase commensurate with higher revenue. However, we expect the overall relationship between costs and revenues to improve compared to 2025 levels, driven by operational efficiencies from our Titan and Hyperion facilities, installation cost improvements from the standardization and pre-configuration of our RockBlock systems, and the largely fixed-cost nature of our O&M infrastructure relative to our growing installed base. This expected improvement is subject to risks including unforeseen increases in component or raw material costs, supply chain disruptions, labor cost increases, and higher than anticipated startup costs at our Hyperion facility, any of which could adversely affect the cost-to-revenue relationship we currently anticipate.

Cost of power system sales product revenues increased $25.0 million, or 49.3%, for the year ended December 31, 2025, compared to the prior year. This increase was driven by higher generator sales volumes, reflecting increased demand for standalone power system products and overall growth in product revenues.

Cost of power system sales installation revenues increased $2.3 million, or 7.9%, for the year ended December 31, 2025, compared to the prior year. The increase was driven by higher installation activity associated with the progression of customer projects and the achievement of key project milestones requiring installation and commissioning services.

Cost of ongoing services revenues increased $6.5 million, or 21.2%, for the year ended December 31, 2025, compared to the prior year. This increase was driven by higher service activity associated with the growth of our installed base of power systems, including increased maintenance services, and additional billable service work performed during the period.

Operating Expenses

(in thousands, except percentages)	Years Ended December 31, 2025	2024	Change Amount	%
General and administrative expenses	$68,741	$57,887	$10,854	18.8%
Depreciation and amortization expense	3,993	1,859	2,134	114.8%
	$72,734	$59,746	$12,988	21.7%

Total Operating Expenses

Total operating expenses for the year ended December 31, 2025 were $72.7 million, an increase of $13.0 million, or 21.7%, compared to $59.7 million for the year ended December 31, 2024. The increase was driven by a $10.9 million increase in general and administrative expenses and a $2.1 million increase in depreciation and amortization expenses.

General and Administrative

General and administrative expenses increased by $10.9 million, or 18.8%, for the year ended December 31, 2025, compared to 2024. The increase was driven by a $3.4 million increase in professional fees, a $1.3 million increase in employee compensation and benefits related to additional corporate headcount, as well as an increase in our annual incentive compensation (increase in bonus percent and increase in stock-based compensation issued in late 2025), a $2.6 million increase in professional fees primarily due to legal costs associated with our various capital markets transactions in 2025, a $2.1 million increase in miscellaneous corporate expenses, a $1.3 million increase in research and development spending, a $0.9 million increase in corporate insurance spending, and a $0.6 million increase in hardware and corporate information technology systems and support spending.

Depreciation and Amortization

Depreciation and amortization expense increased by $2.1 million, or 114.8%, for the year ended December 31, 2025, compared to 2024. The increase was primarily driven by higher capital investments in equipment, infrastructure, and other fixed assets primarily related to our Titan facility, which was placed into service to support our expanding operations and growing installed base of power systems. Also contributing to the increase was the additional amortization expense related to capitalized software and other intangible assets used to support operational and corporate systems.

Other Income and Expenses

(in thousands, except percentages)	Years Ended December 31,		Change	
	2025	2024	Amount	%
Interest expense	$ (755)	$(14,331)	$ 13,576	(94.7%)
Loss on debt extinguishment	(24,182)	—	(24,182)	N/A
Other income, net	1,067	99	968	977.8%
	$(23,870)	$(14,232)	$ (9,638)	67.7%

Interest expense decreased $13.6 million to $0.8 million for the year ended December 31, 2025, compared to $14.3 million for the year ended December 31, 2024. The decrease was primarily attributable to our gain on mark to market adjustments of $18.6 million on our warrant unit liabilities associated with our 2024 Convertible Notes. These gains were partially offset by an increase in interest expense due to higher outstanding debt balances during 2025.

Loss on debt extinguishment increased to $24.2 million for the year ended December 31, 2025, compared to zero in 2024. The increase was due to the loss associated with the modification of the 2024 Convertible Notes of $11.8 million and extinguishment of the 2024 Credit Agreement of $12.4 million.

Other income, net increased to $1.1 million for the year ended December 31, 2025, compared to $0.1 million in 2024. This increase is primarily due to an increase in interest income associated with our higher cash balances in 2025 as well as an increase in warranty income from claims and miscellaneous rental income.

Provision for Income Taxes

(in thousands, except percentages)	Years Ended December 31, 2025	2024	Change Amount	%
Income tax expense	$(420)	$(158)	$ (262)	165.8%

Income tax expense increased by $0.3 million, or 165.8%, for the year ended December 31, 2025, compared to 2024. This increase was primarily attributable to changes in the mix of earnings across jurisdictions.

Liquidity and Capital Resources

Our working capital is substantially influenced by the factors discussed above and fluctuates based on the timing and amount of borrowings and repayments of notes payable, as well as the timing of cash collections from customers and payments to vendors. At March 31, 2026 and December 31, 2025, we had cash equivalents of $300.5 million and $108.1 million, respectively, with no current restricted cash, consisting of highly liquid investments with maturities of three months or less, including money market funds. At March 31, 2026 and December 31, 2025, working capital was ($42.5) million and ($24.2) million, respectively. The $18.3 million decrease was primarily due to the increase in contract liabilities of $301.2 million and the $69.3 million increase in accounts receivable due to timing of projects and increased customer sales. These were partially offset by the $192.4 million increase in cash.

The execution of our backlog is expected to have a favorable impact on operating cash flows, as customers are contractually required to make milestone payments in advance of performance. Material changes to our accounts receivable may occur due to the timing associated with the billing and collection of milestone payments. We expect these advance payments to continue to fund a substantial portion of our working capital needs as we execute on backlog, reducing our reliance on external financing for near-term operations. Capital expenditure requirements related to backlog execution are expected to be modest given our asset-light model, with the primary capital investment being the completion of our Hyperion facility.

Management believes that our existing cash and cash equivalents, together with amounts available under the 2025 Credit Agreement, will be sufficient to meet obligations due or anticipated to be due within one year, including operating expenses, working capital needs, and current commitments for capital expenditures. However, our future capital requirements may vary depending on a number of factors, including those described in the section entitled “Risk Factors.” Additional equity or debt financing may be required, and there can be no assurance that such financing will be available on acceptable terms or at all. If additional financing is unavailable, or if we cannot expand operations or capitalize on business opportunities due to insufficient capital, its business, financial condition, and operating results could be materially adversely affected.

Future capital requirements will depend on factors such as revenue growth, timing and level of spending on research and development and other business initiatives, growth in system builds and corresponding working capital needs, expansion of sales and marketing activities, market acceptance of products, our ability to secure financing for customer use of products, the timing of installations and inventory buildup in anticipation of future projects, and overall economic conditions. To support our growth plans, we may need to raise additional funds through equity or debt financing, and failure to secure such financing could affect future revenues, cash flows, and results of operations.

2024 Credit Agreement

On February 27, 2024, we entered into a five-year term credit agreement (the “2024 Credit Agreement”), which provides for a $75.0 million senior secured initial term loan and a $30.0 million delayed draw term loan, each maturing on February 27, 2029.

On November 26, 2025, we paid off all outstanding principal, accrued interest, and other fees in order to terminate the 2024 Credit Agreement.

2024 Note Purchase Agreement, A&R Note Purchase Agreement and Convertible Notes

On December 27, 2024, we entered into a note purchase agreement with an affiliated investor (the "2024 Note Purchase Agreement") pursuant to which the lender agreed to purchase a minimum aggregate principal amount of $20.0 million and a maximum aggregate principal amount of $50.0 million of convertible promissory notes. These notes are convertible into equity securities having rights, privileges, preferences, and restrictions identical to those issued in a future equity financing.

In connection with the notes, we agreed to issue a warrant to each lender with an exercise price of $0.01 per unit. The number of common units exercisable under each warrant is calculated by dividing the aggregate principal amount of the note purchased by 1,497.

On April 29, 2025, we entered into an amended and restated note purchase agreement (the "A&R Note Purchase Agreement") which amended and restated the 2024 Note Purchase Agreement and the notes issued thereunder, and pursuant to which the lenders agreed to purchase convertible promissory notes in an aggregate principal amount not to exceed $65.0 million (the "2025 Convertible Notes"), inclusive of the $20.0 million of notes issued under the 2024 Note Purchase Agreement. The 2025 Convertible Notes are convertible into equity securities having rights, privileges, preferences, and restrictions identical to those issued in a future equity financing.

In connection with the A&R Note Purchase Agreement, all warrants previously issued under the 2024 Note Purchase Agreement were cancelled.

Rights Offering

The A&R Note Purchase Agreement also authorizes a rights offering to existing equity holders (other than current lenders and their affiliates) of up to $4.96 million of 2025 Convertible Notes, provided that the amount of all 2025 Convertible Notes may not exceed $65.0 million. Purchasers participating in the rights offering are entitled to receive additional common units ("RO Units"), the number of which is determined pursuant to a specified formula tied to the purchaser's principal investment and an aggregate principal reference amount of $35.0 million.

December 2024 Convertible Note and Amended and Restated Notes

On December 27, 2024, pursuant to the 2024 Note Purchase Agreement, we issued a $10.0 million convertible promissory note (the "December 2024 Convertible Note") to an investor, with a maturity date of the later of (i) December 27, 2026 and (ii) for so long as the 2024 Credit Agreement remains outstanding, the date that is six months following the stated maturity date of the 2024 Credit Agreement.

The December 2024 Convertible Note bears interest at 15% per annum, compounding quarterly, with interest payable in kind ("PIK"), meaning that accrued interest is added to the principal balance. Interest begins accruing on the issue date and continues until the earlier of the note's maturity or any event that triggers conversion or repayment prior to maturity, at the lender's election. For more information on the December 2024 Convertible Note, see Note 11 – Debt, to our condensed consolidated financial statements included in this prospectus.

In January and February 2025, pursuant to the 2024 Note Purchase Agreement, we issued a total of $10.0 million in convertible promissory notes across two $5.0 million notes (the "Additional 2024 Convertible Notes" and, together with the 2025 Convertible Notes and the December 2024 Convertible Note, the "Notes") to the same investor on substantially the same terms and conditions as the December 2024 Convertible Note.

In April 2025, in connection with the A&R Note Purchase Agreement, we amended and restated each of the December 2024 Convertible Note and the Additional 2024 Convertible Notes and issued an additional $15.3 million in 2025 Convertible Notes to the same investor. In August and September 2025, we issued an additional $70 thousand of 2025 Convertible Notes under the A&R Note Purchase Agreement.

The 2025 Convertible Notes bear interest at 15.0% per annum, compounding quarterly, with interest PIK. Interest begins accruing on the original issue date of the applicable 2025 Convertible Note and continues until the earlier of the note's maturity or any event that triggers conversion or repayment prior to maturity. Amounts outstanding under the 2025 Convertible Notes will mature on December 27, 2026, with respect to 2025 Convertible Notes originally issued under the 2024 Note Purchase Agreement, or on April 29, 2027, with respect to 2025 Convertible Notes originally issued on or after the effective date of the A&R Note Purchase Agreement.

At March 31, 2026, we had issued $35.3 million of notes toward the maximum aggregate amount of $65.0 million. We believe we were in compliance with all financial covenants under the A&R Note Purchase Agreement and the 2025 Convertible Notes at that date. On May 13, 2026, portions of the Notes were converted into common units and the remaining Notes were redeemed in cash. As a result, the Notes are no longer outstanding as of the date of this prospectus. For more information on the Notes, see Note 19 – Subsequent Events, to our consolidated financial statements included in this prospectus.

2025 Credit Agreement

On December 22, 2025, we entered into a loan and security agreement (the "2025 Credit Agreement"), which provides for a senior secured term loan in the initial principal amount of $30.0 million (the "2025 Term Loan") and a senior secured revolving credit facility with commitments in the aggregate amount of $30.0 million (the "2025 Revolver").

If (i) on or before June 30, 2027 our unrestricted cash falls below a threshold specified in the 2025 Credit Agreement, or (ii) before December 1, 2027 (the "Default Amortization Date"), our consolidated adjusted EBITDA falls below a threshold specified in the 2025 Credit Agreement, then on the first day of the month following the occurrence of an event described in the preceding clauses (i) or (ii) (the "Amortization Trigger Date") the 2025 Term Loan will amortize in 24 equal monthly installments based on a fully amortizing straight line amortization schedule, with the 2025 Term Loan maturing on the 23rd such installment after the Amortization Trigger Date. If the Amortization Trigger Date does not occur before the Default Amortization Date, the 2025 Term Loan will amortize in 36 equal monthly installments based on a fully amortizing straight line amortization schedule and will mature on November 29, 2030.

Borrowings under the 2025 Credit Agreement are secured by a lien on all equipment, inventory, receivables, general intangibles, and substantially all other personal property owned by Enchanted Rock Holdings, LLC, including a pledge of the equity interests in its subsidiaries.

Interest under the 2025 Credit Agreement is payable monthly and accrues at a rate equal to (x) in the case of the 2025 Term Loan, the greater of (i) the prime rate plus 2.25% and (ii) 9.50%, and (y) in the case of principal amounts outstanding under the 2025 Revolver, the greater of (i) the prime rate plus 0.25% and (ii) 6.00%. The 2025 Term Loan is subject to a fee, payable upon the maturity or earlier prepayment of the 2025 Term Loan, in the amount of 7.00% of the initial principal amount of the 2025 Term Loan. The 2025 Revolver is also subject to an unused line fee, payable quarterly, in the amount of 0.25% of the average unused commitments under the 2025 Revolver.

The 2025 Credit Agreement includes certain affirmative and restrictive covenants common in such agreements that apply to Enchanted Rock Holdings, LLC and its subsidiaries, including, among others (i) a minimum adjusted current ratio of at least 1.25:1.00 and (ii) minimum unrestricted cash of $12.5 million, and (iii) subject to certain customary exceptions, restrictions on the ability to incur debt, grant liens, make

investments or distributions, engage in new businesses other than those reasonably related to those currently engaged in by the Enchanted Rock Holdings, LLC and its subsidiaries, or perform mergers and other fundamental corporate changes.

The 2025 Credit Agreement contains customary events of default. If an event of default occurs and is continuing, the lenders may declare all amounts outstanding under the 2025 Credit Agreement to be immediately due and payable.

The 2025 Credit Agreement required us to issue a warrant (the "2025 Credit Agreement Warrant") to the lender thereunder (see Note 13—Equity—Warrant Units, to our condensed consolidated financial statements included in this prospectus). Such lender could purchase up to 2,525 common units of Enchanted Rock Holdings, LLC under the 2025 Credit Agreement Warrant at an exercise price of $0.01 per unit.

At March 31, 2026, we had $30.0 million of borrowings related to the 2025 Term Loan and no borrowings related to the 2025 Revolver under the 2025 Credit Agreement. We believe we were in compliance with the covenants of the 2025 Credit Agreement described above at that date. Upon the consummation of this offering, we expect to repay in full all outstanding principal and accrued interest and associated fees under the 2025 Credit Agreement.

ABL Credit Facility

On June 4, 2026, our subsidiary Enchanted Rock Holdings, LLC (the "Borrower") entered into a credit agreement (the "2026 Credit Agreement") with certain subsidiaries of the Borrower, as co-borrowers, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto (the "Lenders"), pursuant to which the Lenders will provide a three-year senior secured asset-based revolving credit facility in an aggregate principal amount of up to $250.0 million (the "ABL Facility"). The full amount of the ABL Facility will be available for the issuance of letters of credit. Availability under the ABL Facility will be subject to a borrowing base equal to the sum of (i) 85% of eligible accounts receivable, (ii) the lesser of 75% of eligible inventory (at the lower of FIFO cost or market) and 85% of the net orderly liquidation value of eligible inventory, and (iii) 100% of unrestricted cash held in a blocked account with the administrative agent, in each case less customary reserves. The Borrower cannot borrow loans or issue letters of credit under the ABL Facility until the date that certain customary conditions have been satisfied (such date, the "Effective Date") within 45 days after the consummation of this offering, including the consummation of this offering resulting in gross proceeds to us of at least $200.0 million, minimum excess availability on the Effective Date of $105.0 million, the repayment in full of the 2025 Credit Agreement and the release of all liens securing the obligations thereunder, and the execution and delivery of other definitive financing documentation. In addition, the Borrower's ability to borrow loans under the ABL Facility is subject to completion of an initial field exam which is reasonably satisfactory to a majority of the Lenders.

Borrowings under the ABL Facility will be secured by first-priority liens on substantially all of the assets of the Borrower and its material domestic subsidiaries (subject to customary exclusions), including a pledge of the equity interests in such subsidiaries. The Borrower's obligations will be guaranteed by each of its existing and future material domestic subsidiaries (subject to customary exclusions). ERock, Inc. will not guarantee the ABL Facility.

Borrowings under the ABL Facility will bear interest, at the Borrower's option, at a rate per annum equal to either (i) the Term SOFR plus 2.00% or (ii) an alternate base rate plus 1.00%. The ABL Facility will also be subject to a commitment fee of 0.25% per annum on the daily undrawn portion of the commitments, payable quarterly in arrears, and customary letter of credit fees.

The 2026 Credit Agreement includes certain affirmative and negative covenants customary for facilities of this type, including, among others, (i) an initial minimum liquidity covenant of $85.0 million (subject to stepdowns), which will apply until our fixed charge coverage ratio has exceeded 1.00 to 1.00 for three

consecutive fiscal quarters, and (ii) thereafter, a springing fixed charge coverage ratio covenant of not less than 1.00 to 1.00, which will apply during periods in which excess availability is below the greater of $18,750,000 and 12.5% of the line cap. The 2026 Credit Facility also includes springing cash dominion provisions triggered by similar excess availability thresholds or the occurrence and continuance of an event of default, and customary events of default.

We intend to use borrowings under the ABL Facility for working capital and general corporate purposes. There can be no assurance that the Effective Date under the 2026 Credit Agreement will occur on a timely basis or at all.

Preferred Units

On July 1, 2018, the principal and accrued unpaid interest of a $10.0 million convertible promissory note issued to an investor was converted into 25,162 Series A preferred units, each with a stated value of $480 and a liquidation preference totaling $12.6 million. On the same date, we issued an additional 19,167 Series A preferred units with a stated value of $600 per unit and a liquidation preference of $12.0 million. At March 31, 2026 and 2025, 163,975 Series A preferred units were authorized, issued, and outstanding.

Each Series A preferred unit automatically converts into common units upon the closing of a qualified public offering (an "Automatic Conversion"). Upon an Automatic Conversion, each Series A preferred unit converts into the number of common units specified in the applicable conversion ratio, without any further action required by the holders.

Upon the occurrence of a redemption event—such as (i) a sale of the Company or an affiliate, (ii) the closing of a public offering, or (iii) five years following the issuance date of the Series A preferred units—the holders of a majority of the outstanding Series A preferred units may, by written notice to the Company, require the Company to redeem all outstanding Series A preferred units. The redemption price per unit is calculated to provide the holder with an 8% internal rate of return on the original issue price of the Series A preferred unit.

Cash Flows for the three months ended March 31, 2026 compared to three months ended March 31, 2025

The following table summarizes our cash flows by source (use) for the periods presented:

	Three Months Ended March 31,		Change	
(in thousands, except percentages)	2026	2025	Amount	%
Net cash provided by (used in) operating activities	$196,983	$(8,289)	$205,272	(2476.4%)
Net cash used in investing activities	(4,082)	(1,181)	(2,901)	245.6%
Net cash (used in) provided by financing activities	(490)	9,493	(9,983)	(105.2%)
	$192,411	$ 23	$192,388	836469.6%

Operating Activities

Our operating activities consist of net loss adjusted for certain non-cash items, together with changes in operating assets and liabilities (working capital). Changes in working capital totaled $207.2 million, which include the following:

- A $301.2 million increase in contract liabilities primarily driven by new customer deposits associated with contracts entered into during the three months ended March 31, 2026.
- A $69.3 million increase in accounts receivable primarily driven by a customer contract entered into on March 31, 2026 for $68.5 million that was subsequently collected on April 6, 2026.
- A $17.0 million increase in inventory primarily due to build up of inventory related to manufacturing ramp up.

For the three months ended March 31, 2026, net cash provided by operating activities was $197.0 million, an increase of $205.3 million from the prior year primarily driven by changes in working capital. Changes in working capital increases from the prior year were primarily driven by an increase of $301.2 million in contract liabilities in 2026 compared to the increase of $5.3 million in contract liabilities in 2025, an increase of $69.3 million in accounts receivable in 2026 compared to the $6.9 million decrease in 2025, and an increase of $17.0 million in inventory in 2026 compared to the $1.5 million increase in 2025.

Investing Activities

Historically, our investing activities have primarily consisted of capital expenditures to support the growth and scalability of our operations. For the three months ended March 31, 2026 and 2025, net cash used in investing activities was $4.1 million and $1.2 million, respectively.

For the three months ended March 31, 2026, net cash used in investing activities was primarily driven by investment in our Hyperion and Titan Facilities, representing a significant step forward in the development and deployment of our next-generation energy infrastructure.

Financing Activities

For the three months ended March 31, 2026, net cash used in financing activities was $0.5 million. During the quarter, we made voluntary payments of principal and paid-in-kind interest totaling $0.5 million.

For the three months ended March 31, 2025, net cash provided by financing activities was $9.5 million. During the quarter, we made voluntary payments of principal and paid-in-kind interest totaling $0.5 million. In addition, during the quarter, we issued $10.0 million of convertible promissory notes to an affiliated investor.

Cash Flows for the year ended December 31, 2025 compared to year ended December 31, 2024

The following table summarizes our cash flows by source (use) for the periods presented:

	Years Ended December 31,		Change	
(in thousands, except percentages)	2025	2024	Amount	%
Net cash provided by (used in) operating activities	$116,501	$(24,210)	$140,711	(581.2%)
Net cash used in investing activities	(4,667)	(9,000)	4,333	(48.1%)
Net cash (used in) provided by financing activities	(25,650)	31,243	(56,893)	(182.1%)
	$ 86,184	$ (1,967)	$ 88,151	(4481.5%)

Operating Activities

Our operating activities consist of net loss adjusted for certain non-cash items, together with changes in operating assets and liabilities (working capital). Changes in working capital totaled $132.1 million, which include the following:

- A $136.8 million increase in contract liabilities primarily driven by new customer deposits associated with contracts entered into during 2025.
- A $36.8 million decrease in inventory primarily due to direct generators sales to customers during 2025.
- A $11.7 million decrease in other liabilities primarily due to the mark-to-market on our warrant unit liabilities during 2025.
- A $15.5 million decrease in accounts payable due to the timing of various vendor payments.

For the year ended December 31, 2025, net cash provided by operating activities was $116.5 million, an increase of $140.7 million from the prior year primarily driven by changes in working capital. Changes in working capital increases from prior year were primarily driven by an increase in contract liabilities of $136.8 million in 2025 compared to the decrease of $7.7 million in contract liabilities in 2024 as well as a decrease of $36.8 million in inventory in 2025 compared to the $30.8 million increase in 2024. These amounts were partially offset by the year over year $35.0 million increase in accounts receivable and the $18.7 million decrease in other liabilities.

Investing Activities

Historically, our investing activities have primarily consisted of capital expenditures to support the growth and scalability of our operations. For the years ended December 31, 2025 and 2024, net cash used in investing activities was $4.7 million and $9.0 million, respectively.

For the year ended December 31, 2025, net cash used in investing activities was primarily driven by continued investment in the concurrent development and expansion of the Granite Software Ecosystem and the ERT500 generators (Thanos Project), representing a significant step forward in the development and deployment of our next-generation energy infrastructure.

For the year ended December 31, 2024, we continued to make significant investments in the development of its Granite Software Ecosystem, a proprietary platform that leverages operating data to enhance reliability and reduce costs. We remain focused on evolving the Granite Software Ecosystem to help customers optimize system performance, lower operating costs, and accelerate project deployment timelines.

Financing Activities

For the year ended December 31, 2025, net cash used in financing activities was $25.7 million. During the year, we made voluntary payments of all principal and paid-in-kind interest totaling $79.2 million. On December 22, 2025, the Company entered into a Loan and Security Agreement that consisted of a $30.0 million term loan and a $30.0 million revolving credit facility, with a maturity date of November 29, 2030. In addition, during the year, we issued $25.4 million of convertible promissory notes to an affiliated investor.

For the year ended December 31, 2024, net cash provided by financing activities was $31.2 million. On February 27, 2024, we entered into a five-year term credit agreement, which included a $75.0 million senior secured initial term loan and a $30.0 million delayed draw term loan, maturing on February 27, 2029. A portion of the proceeds from the new term loan was used to repay all outstanding borrowings under our 2023 Loan and Security Agreement, totaling approximately $38.0 million.

During 2024, we also issued $10.0 million of convertible promissory notes to an affiliated investor, incurred $8.1 million in debt issuance costs, and paid distributions to common unit holders totaling $7.7 million.

Contractual Obligations and Commitments

Our cash requirements within the next twelve months include accounts payable and accrued liabilities, other current liabilities, and other obligations. We expect the cash required to meet these obligations to be primarily generated through a combination of cash from operations and our borrowing capacity under our 2025 Credit Agreement.

Our long-term cash requirements under our various contractual obligations and commitments include:

- Debt Obligations and Interest Payments – See Note 11 – Debt and Note 19 – Subsequent Events, to our condensed consolidated financial statements included in this prospectus for further detail of our debt and the timing of expected future principal and interest payments.

- Operating Leases – See Note 9 – Leases, in the Notes to our condensed consolidated financial statements included in this prospectus for further detail of our obligations and the timing of expected future payments.

We believe the following sources will be sufficient to meet our anticipated cash requirements for at least the next twelve months while maintaining sufficient liquidity for normal operating purposes:

- our cash flows from operations; and
- availability of additional capital under our 2025 Credit Agreement.

Tax Receivable Agreement

Concurrently with the closing of the IPO, we will enter into the Tax Receivable Agreement with the TRA Beneficiaries and a designated TRA representative. The Tax Receivable Agreement will provide for payment by us to the TRA Beneficiaries of 85% of the amount of the net cash tax savings, if any, that we actually realize or are deemed to realize (calculated using certain assumptions) as a result of our use of certain tax benefits resulting from (i) certain increases in, or adjustments to, the tax basis of assets of ER Holdings and its subsidiaries resulting from exchanges of ER Holdings membership interests in the future, (ii) certain tax attributes available to us as a result of the Reorganization, and (iii) certain other tax benefits related to our entering into the Tax Receivable Agreement, including tax benefits attributable to payments that we make under the Tax Receivable Agreement. We will retain the remaining 15% of such amount of the net cash tax savings. See "Certain Relationships and Related Person Transactions—Proposed Transactions with ERock, Inc.—Tax Receivable Agreement."

The payments that we will be required to make under the Tax Receivable Agreement may be substantial. For the sake of illustration, assuming all outstanding membership interests in ER Holdings held by TRA Beneficiaries are exchanged for shares of Class A Common Stock immediately after this offering, the estimated tax benefits to us subject to the Tax Receivable Agreement would be approximately $1,399.8 million and the related undiscounted payment to the TRA Beneficiaries equal to 85% of the benefit would be approximately $1,189.8 million, assuming (i) that the Continuing Equity Unitholders redeemed or exchanged all of their Class B Units immediately after the consummation of the IPO at $21.50 per share of our Class A common stock, (ii) that the Continuing Profits Interest Unitholders converted all of their Class M Units for Class B Units of equivalent value at the time of the conversion immediately after the IPO, and the resulting Class B Units were redeemed or exchanged in accordance with clause (i), (iii) no material changes in relevant tax law, (iv) a constant combined effective income tax rate of 22% and (v) that we have sufficient taxable income in each year to realize on a current basis the increased depreciation, amortization and other tax benefits that are the subject of the Tax Receivable Agreement. Additionally, if we were to elect to terminate the Tax Receivable Agreement immediately after this offering, based on an initial public offering price of $21.50 per share of our Class A Common Stock, we estimate that we would be required to pay approximately $657.0 million in the aggregate under the Tax Receivable Agreement. This early termination payment is equal to the present value of all payments that would be required to be paid by ERock under the Tax Receivable Agreement, and is determined by taking into account certain assumptions and using a discount rate equal to the lesser of (a) 6.5% and (b) SOFR plus 400 basis points. The actual future payments to the TRA Beneficiaries will vary based on the factors discussed above, and estimating the amount of payments that may be made under each Tax Receivable Agreement is by its nature imprecise, insofar as the calculation of amounts payable depends on a variety of factors and future events. See "Risk Factors—Risks Related to Our Corporate Structure, Our Class A Common Stock and this Offering."

Payments under the Tax Receivable Agreement are generally intended to partially compensate TRA Beneficiaries for tax savings that we realize as a result of the tax attributes that these TRA Beneficiaries deliver to us in connection with the UP-C structure. As such, we generally expect payments to the TRA Beneficiaries to affect our liquidity in a manner comparable to the payment of taxes we would have owed in the absence of the

UP-C structure. Because payments under the Tax Receivable Agreement are generally determined with reference to the cash tax savings we actually realize based on our filed tax returns, they generally arise on an annual basis following the end of each taxable year in which we realize the relevant tax savings, and we retain 15% of such savings. Taken together, this means that, on a current-pay basis and setting aside the acceleration scenarios described below, the Tax Receivable Agreement is not expected to require payments that exceed those that would have been required in the absence of the UP-C structure; instead, it redirects a portion of a tax expense we would in any event have incurred, while leaving ERock with an incremental 15% cash benefit that would not otherwise have been available to it. Accordingly, we do not expect the Tax Receivable Agreement payments, in the ordinary course of business, to impair our ability to meet other operating or financing needs to any greater extent than our income tax obligations would in the absence of the UP-C structure.

However, the timing and amount of the Tax Receivable Agreement payments may be affected by a number of factors. The amount of payments in any given year will depend on, among other things, the extent to which Continuing Equity Unitholders and Continuing Profits Interest Unitholders exchange their units, our taxable income in that year and any prior years, applicable tax rates, and the outcome of any tax audits or other proceedings. In addition, under the Tax Receivable Agreement, if we exercise our right to terminate the Tax Receivable Agreement early, or we breach any of our material obligations under the Tax Receivable Agreement, our obligations under the Tax Receivable Agreement to make payments would be accelerated and based on certain assumptions, including an assumption that we would have sufficient taxable income to fully use all potential future tax benefits that are subject to the Tax Receivable Agreement. As a result, the amount we are required to pay under the Tax Receivable Agreement may significantly exceed 85% of the actual cash tax benefits that we realize in respect of the tax attributes subject to the Tax Receivable Agreement or the amounts may need to be paid prior to the actual realization, if any, of such future tax benefits. See “Risk Factors—Risks Related to Our Corporate Structure, Our Class A Common Stock and this Offering.”

Critical Accounting Estimates

Our financial statements, included elsewhere in this prospectus, are prepared in accordance with generally accepted accounting principles (“GAAP”). The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses, and related disclosures. These estimates are based on historical experience, current facts, and other assumptions that management considers reasonable under the circumstances. We regularly evaluate these estimates and assumptions, but actual results may differ materially from our estimates. Any such differences could impact our future financial statement presentation, financial condition, results of operations, and cash flows.

Our significant accounting policies are described in Note 2 – Summary of Significant Accounting Policies, to our consolidated financial statements included in this prospectus. The discussion below focuses on our most critical accounting estimates that materially affect our consolidated financial statements and require management to make difficult, subjective, or complex judgments. We believe that understanding these critical accounting estimates is essential to fully appreciating our consolidated financial condition and results of operations.

Revenue Recognition

We recognize revenue in accordance with Accounting Standards Codification (“ASC”) Topic 606, Revenue from Contracts with Customers, which requires revenue to be recognized when control of promised goods or services is transferred to customers in an amount that reflects the consideration we expect to receive in exchange for those goods or services. We generate revenue primarily from the design, installation, and operation of distributed generation power systems that provide resiliency power for commercial and industrial customers in the United States.

Significant judgment is required in identifying and evaluating performance obligations, estimating standalone selling prices, and determining the timing of revenue recognition. Many of our customer contracts

include multiple performance obligations. In such cases, we account for each performance obligation separately if it is distinct. The transaction price is allocated to separate performance obligations based on their relative standalone selling prices ("SSP"). Because determining SSP requires judgment, we generally estimate the SSP for our installation services using an expected cost plus a margin approach. When ongoing maintenance services are included in a contract, their SSP is also estimated using this same approach.

The Company provides installation services to prepare, construct, and install distributed generation power systems designed to provide resiliency power for commercial and industrial customers. These service contracts can occur over several months or a multiyear period. The revenues through service contracts are generated under fixed-price contracts with certain reimbursable variable revenues and costs. The Company recognizes revenues over time because the Company's performance creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company measures progress using the cost-to-cost method (percentage of costs incurred to total estimated costs), as this best depicts the transfer of value to the customer.

Due to the nature of fixed-price installation services contracts, costs can vary from estimates due to factors such as scope changes, unforeseen conditions, or material cost fluctuations that will directly impact revenue recognized each period. In preparing estimates, we draw on our extensive experience with installing distributed generation power systems. We use this experience in conjunction with the project specifications as well as our database of historical information from similar projects to ensure that our estimates are as accurate as possible, given current circumstances. We establish an estimated margin at contract inception and apply that margin to actual costs as they are incurred. We continuously monitor estimated costs at completion relative to the original margin assumptions and recognize the impact of any increases or decreases in estimated margin in the period such changes are identified. When a change in estimate occurs, we record a cumulative catch-up adjustment to reflect the effect on costs incurred to date. The revised estimated margin is then applied prospectively to costs incurred thereafter.

Changes in judgments or estimates could materially affect the timing and amount of revenue recognized, which may, in turn, impact our reported financial results.

Additional Information

For information on our accounting policies and on accounting pronouncements that have impacted or may materially impact our financial condition, results of operations, or cash flows, see Note 2 – Summary of Significant Accounting Policies, to our consolidated financial statements included in this prospectus.

At March 31, 2026, there have been no significant changes to our critical accounting estimates since our audited consolidated financial statements.

Recent Accounting Pronouncements

For a discussion of our recently adopted accounting pronouncements, as well as recently issued accounting standards not yet adopted, see Note 2 —Summary of Significant Accounting Policies, to our condensed consolidated financial statements included elsewhere in this prospectus.

Quantitative and Qualitative Disclosures About Market Risk

In the normal course of business, we are exposed to various risks, including changes in interest rates. The following information summarizes our financial instruments at March 31, 2026, which may result in future gains or losses due to interest rate fluctuations.

Interest Rate Risk

We are exposed to interest rate risk on borrowings under the 2025 Term Loan and 2025 Revolver. The 2025 Term Loan bears interest at a floating per annum rate equal to the greater of (A) the prime rate plus two and one quarter of one percent (2.25%) and (B) nine and one half of one percent (9.50%). The 2025 Revolver bears interest at a floating per annum rate equal to the greater of (A) the prime rate plus one quarter of one percent (0.25%) and (B) six percent (6.0%). At March 31, 2026, the interest rate on the 2025 Term Loan was 9.50% per annum, and we had $30.1 million outstanding thereunder. A hypothetical increase or decrease of 100 basis points in the Prime Rate on the amounts outstanding under the 2025 Term Loan at March 31, 2026 would have an increase or decrease in annual cash interest of $0.2 million. At March 31, 2026, the interest rate on the 2025 Revolver was 7.00% per annum, and we had no borrowings thereunder.

Commodity Price Risk

Volatility in the prices of raw materials and components, and our reliance on third-party suppliers, exposes us to indirect commodity price risk and could adversely affect our profit margins. We currently rely on third-party suppliers for a significant portion of the components used in our manufacturing, installation, and on-going services of our power systems. We are currently seeing an industry-wide price fluctuation of key commodities used in our products, such as steel, copper and aluminum. The costs of these raw materials and parts are subject to substantial volatility driven by shifting supply and demand, and fluctuations in currency exchange rates. Additionally, our procurement costs may be impacted by factors beyond our control, including changes in transportation expenses, government regulations, tariffs, and broader economic conditions. Currently, we do not enter into hedging arrangements to mitigate commodity risk. Significant price changes for these raw materials and components could reduce our operating margins if we are unable to recover such increases from our customers and could harm our business, financial condition and results of operations.

BUSINESS

Overview

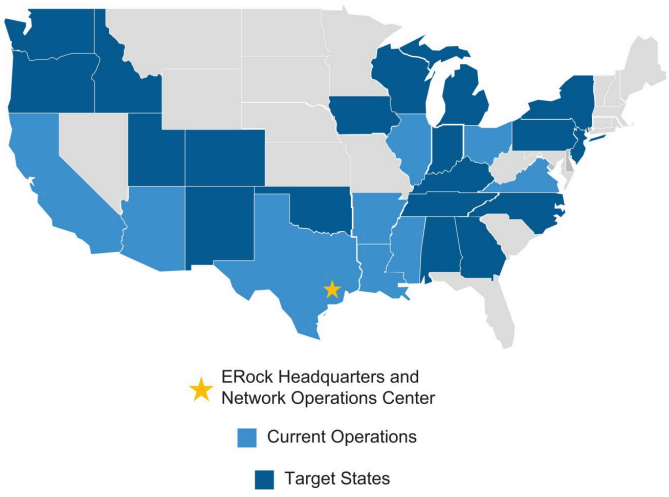
We are a vertically integrated company that designs, deploys, operates and maintains multi-purpose distributed power systems, consisting of our proprietary, low emission, quick-response natural gas generator and embedded software technology, for our customers. Our resilient, cost-effective, modular power systems can be rapidly deployed at a scale of more than 1 GW to meet our customers' full range of power needs, including bridge, backup and dispatchable power applications, and are supported by our O&M and asset management services. We deploy our systems in three applications: bridge (prime-to-backup), backup (resiliency) and dispatchable (flexible capacity) power.

- **Bridge power (prime-to-backup)**. Our power systems deliver prime power in the near-term to accelerate time-to-power ahead of long-lead grid upgrades, which prevent our customers from getting grid power. Once interconnection becomes available, the same assets typically transition to backup or flexible dispatch power service to support the customer or utility.
- **Backup power (resiliency)**. Our power systems provide highly reliable continuity for mission-critical operations during grid disruptions and extreme weather events, and many of our existing deployments operate in this mode today.
- **Dispatchable power (flexible capacity)**. Our power systems are configured as on-demand, fast-response resources and can be deployed by contract to market-facing objectives (such as peak-load management or grid-stability services).

We primarily serve data centers, utilities and large C&I businesses across nine U.S. states, with our largest operating footprints located in California and Texas, where we anticipate disproportionate growth and market potential driven by high data center demand in the near- and medium-term. With over 15 years of operational experience, over 2,000 deployed units across approximately 400 operational sites consisting of an installed base of approximately 1,000 MW and Contracted Power System Sales Backlog of approximately $1.3 billion as of March 31, 2026, we believe we are one of the most established, proven providers of bridge, backup and dispatchable power applications for the growing distributed power generation market.

Geographic Footprint by Operating Assets

ERock currently operates across 9 states and 4 RTOs, with ~1 GW of installed base

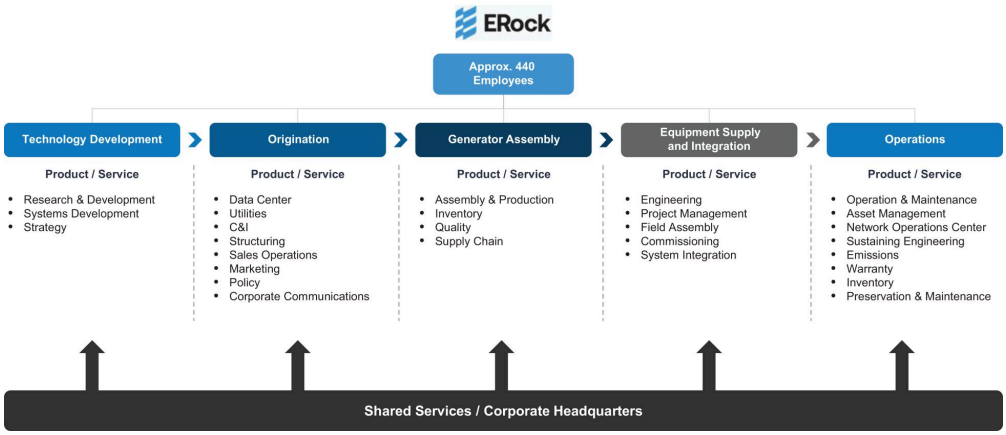


As of March 31, 2026. Target states represent those currently in our pipeline or designated as target geographies by our management.

Over the last 15 years, we have established deep expertise and a proven track record in the deployment of complex integrated power systems through our ERock Platform. We refer to the delivery and operation of our generators and integrated software technology through our comprehensive, turnkey ESI, O&M and asset management services platform, supported by our deep development, operational and market domain expertise in integrated power systems, as our "ERock Platform."

ERock Organizational Overview

Vertically integrated ERock platform with capabilities to design, construct, operate and maintain power systems

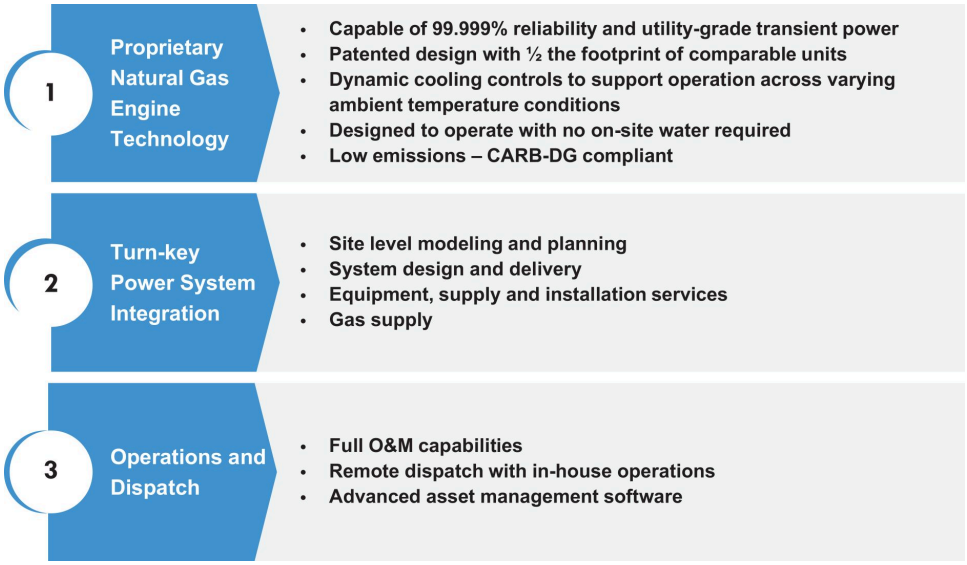


Most of our sales include the comprehensive design, delivery, installation and long-term services provided by the ERock Platform, with platform sales representing 100% and 98% of all generator sales booked in 2024 and 2025 respectively. Leveraging our ERock Platform, we help customers meet evolving energy demands by delivering cost-effective, turnkey speed-to-power and resiliency solutions that supplement and maximize traditional grid infrastructure. Our power systems are engineered for superior operational stability, including:

- **Reliability**. Our systems are capable of 99.999% reliability.
- **Diesel-equivalent transient performance**. Our generators meet or exceed rigorous ISO 8528-5 G3 diesel standards, delivering fast, stable responses to sudden load swings, and we believe we are currently the only provider of natural gas generation that meets utility-grade transient performance requirements for diesel units, which reduces the need for additional technology to deliver required power quality.
- **Quieter, cleaner and rapidly deployed**. Our power systems are typically quieter, cleaner, more resilient and dispatchable, and can be deployed and commissioned more rapidly than traditional grid infrastructure and other conventional alternatives.
- **No on-site water required**. As water use by data centers is receiving increasing scrutiny, our power systems are designed to operate with no on-site water required.

Our experienced O&M teams handle all aspects of preventive and corrective maintenance, and our purpose-built software that is embedded in our power systems provides extensive operational data capture and analytical capabilities, enabling greater resilience of generator technology and dynamic, insight-driven maintenance schedules. These performance attributes and our expertise in developing, deploying and maintaining integrated

power systems differentiate us from our competitors and support our strong customer relationships, which is evidenced by our proven track record of delivering reliable, integrated power solutions.



Once connected to the grid, we also assist customers to maximize the return on their investment in our power systems by leveraging its multi-purpose dispatchable power capabilities through our market operations and dispatch management platform, acting as advisor or agent for owners of our deployed power systems of 761 MW. These services allow customers to utilize our power systems for backup power as and when needed or to strategically dispatch capacity from our power systems during peak demand or scarcity events—ultimately enabling our power systems to become a grid asset. Our asset optimization capabilities and market expertise enable us to monetize our power systems capacity, reduce costs to customers in almost any market and reduce times to grid interconnection. Our distributed power systems have consistently operated in support of the grid.

Over the past eight years, we have supported over 236,000 Grid Support Events. Each event represents a documented start and stop of our distributed generation systems undertaken to provide power to the grid during periods of actual or anticipated grid constraints, either in response to a direct request from the grid operator or pursuant to incentive based programs, such as scarcity pricing or peak demand load shed programs, that compensate generators for providing such support. Under our O&M and asset management services agreements, customers authorize us to dispatch and operate the power systems during Grid Support Events when their operations do not require dedicated output from our power systems. When the grid is down, our power systems can displace grid supply (i.e., island the customer's load from the grid) and provide utility-grade power directly to the customer; when the grid is operating normally, our power systems remain interconnected and operate in parallel with the grid, enabling us to deliver grid-supporting services. During Grid Support Events, when customer operations allow, we can provide the available capacity of our power systems through both offsetting the customer's load consumption and exporting any additional available capacity to the grid in exchange for program based compensation or other incentives that benefit our customers. We believe this operational experience is increasingly valuable as grid operators seek alternative tools to address resource adequacy and congestion management for large loads. Power outage responses and power quality operations are separate from, and in addition to, these Grid Support Events.

We assemble our proprietary engines and generators at our Titan facility and are targeting increasing our annual assembly capacity to approximately 1.2 GW by the end of 2026 with the development of our Hyperion facility, both located in Houston, Texas. Our assembly model is designed to scale efficiently and rapidly to meet growing customer demand and service our backlog, leveraging a high-volume, largely multi-sourced supply chain and standardized assembly processes. This approach allows us to expand output without the need for extensive new capital investment or specialized equipment, enabling low-cost, high-velocity capacity expansion while maintaining assembly flexibility and supply-chain security. As we increase capacity to meet accelerating demand, we are able to produce and deploy additional power systems while maintaining strong control over our supply chain, costs, efficiency and product quality, which supports higher margins. In addition, growing our generator deployment also accelerates our innovation cycle as the real-world operating data of our power systems in the field informs improvements to our design, development and installation processes. We believe this feedback loop, enabled by our vertically integrated business model and scalable assembly capabilities, helps drive a faster innovation cycle, supports reliable execution at scale and differentiates us from our competitors with more capital-intensive or less flexible assembly models. For example, insights from field installations have allowed us to pre-configure and kit key generator components in our production process, reducing installation costs by 20% and creating a continuous improvement cycle between engineering, production and field operations.

Over the past decade, we have built a foundation of deep trust and relationships with leading data center and AI ecosystem companies, such as Microsoft, Wistron and Foxconn, electric and gas utilities, such as Entergy and ComEd, and C&I customers, such as H-E-B and Walmart, with approximately 50 customers in those end markets, establishing ourselves as a critical link where speed-to-power, reliability, flexibility and scale converge in our customers' power ecosystem. Leveraging our position as a trusted provider, we are seeking to grow our business and strengthen our financial and operating performance.

- Our revenue was $31.7 million for the quarter ended March 31, 2026, representing 31.6% year-over-year growth, and $183.1 million for the year ended December 31, 2025, representing 42.5% year-over-year growth.
- Our net loss and Adjusted EBITDA were $(17.2) million and $(12.4) million for the quarter ended March 31, 2026, respectively, representing 8.0% and (13.7)% year-over-year change, and $(59.0) million and $(22.6) million for the year ended December 31, 2025, respectively, representing 3.7% and (35.1)% year-over-year change.
- Our Contracted Power System Sales Backlog was $1.28 billion as of March 31, 2026, representing 778.6% year-over-year growth, and $1.18 billion as of December 31, 2025, representing 419.7% year-over-year growth.
- Our Annualized Recurring Service Revenue was $22.9 million as of March 31, 2026, representing 15.4% year-over-year growth, and $22.4 million as of December 31, 2025, representing 13.9% year-over-year growth.
- Our net loss margin and Adjusted EBITDA Margin were (54.2)% and (39.1)% for the quarter ended March 31, 2026, respectively, representing 11.9% and 6.2% year-over-year change, and (32.2)% and (12.4%) for the year ended December 31, 2025, respectively, representing 12.1% and 14.8% year-over-year change.
- Our installed base was approximately 1,059 MW as of March 31, 2026, representing 13.4% year-over-year growth, and 1,020 MW as of December 31, 2025, representing 9.6% year-over-year growth.

For more information regarding our non-GAAP measures Adjusted EBITDA and Adjusted EBITDA Margin and a reconciliation to net loss and net loss margin, the most comparable GAAP (as defined herein) measures, see "Prospectus Summary—Summary Historical Consolidated Financial Data and Operational Measures—Non-GAAP Financial Measures."

Key Macro Trends

A Generational Surge in Demand Primarily Driven by AI and Electrification

The United States is entering a historic upswing in power demand driven by the rapid expansion of AI, digital infrastructure and broader electrification, with load growth accelerating to its highest levels in 50 years, projected at approximately 5.7% annually for 2025-2030 representing approximately 43x total growth compared to 2015-2020. According to the IEA, data centers are the single largest new source of U.S. load growth. For example, in 2025, the U.S. accounted for 47% of global data center electricity demand, and from 2024 to 2030 data centers alone are projected to represent nearly half of all U.S. electricity demand growth, a larger impact than in any other region in the world.

The IEA reports that hyperscale AI facilities with power needs of 200 MW to over 1 GW are proliferating, with a typical hyperscale data center now consuming as much electricity as 100,000 households and the largest exceeding 2 million household equivalents. This surge coincides with rising load from EV adoption and electrified manufacturing, driving total U.S. electricity demand up significantly. These converging trends are creating an unprecedented call for reliable, dispatchable generation resources that can scale rapidly.

Traditional Energy Solutions Are Unable to Meet Growing Demand

Existing U.S. electricity infrastructure is insufficient for the speed and magnitude of today's demand expansion, and traditional solutions, such as incremental grid expansions and reliance on variable renewables alone, are falling short. The IEA warns that grid congestion and long interconnection queues already pose critical barriers, with transformer and turbine supply chains facing multi-year backlogs. U.S. interconnection queues are becoming increasingly congested, with median reported grid connection timelines at approximately three years and grid connection timelines for new data center capacity extending to approximately seven years in major load-growth markets such as Northern Virginia.

Even with strong renewable energy growth, the IEA notes that renewable energy sources cannot fully resolve short term or seasonal reliability needs, nor can they alone meet the highly concentrated, 24/7 load profiles of data centers. As a result, current reliance on intermittent resources and conventional grid expansion processes cannot meet the scale, speed or firmness requirements of future demand, reinforcing the need for firm, fast response, dispatchable generation solutions.

Increasing Adoption of Co-Locating Loads with Distributed Power Solutions

To manage grid constraints and ensure reliability, companies are increasingly co-locating large loads, especially data centers, with onsite or near-site distributed generation. Data centers continue to take on a larger role in electricity systems, ensuring their smart integration becomes critical, both to enhance grid stability and support ongoing investment. The IEA suggests that data centers be strategically sited in areas with available power and grid headroom and emphasizes that onsite generation and flexible backup systems, such as those provided by us, are vital for maintaining reliability and easing pressure on constrained grids.

Given AI data center loads are highly concentrated, the IEA reports that firm onsite generation improves both project feasibility and system-wide resilience. In the U.S., where grid congestion and interconnection delays are among the most severe globally, distributed natural gas generation provides a practical, scalable path for powering mission critical loads while relieving stress on regional networks.

Reliability and Resilience Are Under Strain

Energy-system reliability risks in the U.S. are intensifying as extreme weather, cyber-risks, electrification and AI-driven demand converge. The IEA finds that 20% of new data center projects globally are at risk of delay due to grid constraints. Meanwhile, electricity grids in advanced economies, including the U.S., face rising outage exposure, with weather-related events increasing in frequency and severity according to the IEA.

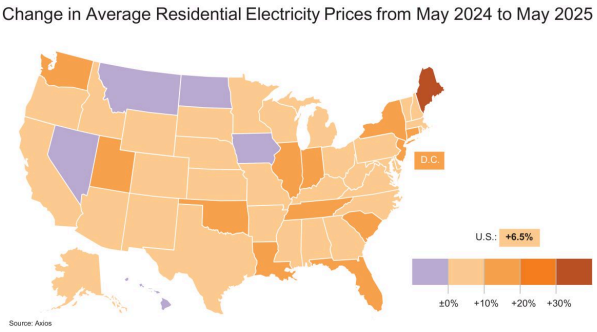
The IEA highlights that the U.S. grid is simultaneously challenged by surging peak loads driven by EV charging and data centers. Data centers have extremely low tolerance for outages and power quality issues given they require uninterrupted, firm power, supplied by technologies capable of operating continuously through seasonal variability and grid disturbances.

Emerging large loads, such as data centers, seeking to swiftly interconnect also pose power quality risks. New large electric loads, such as cryptocurrency miners and AI data centers, have the potential to introduce significant voltage fluctuations to the supply system, due to the significant variation in the load profile of these loads. As a result, during the transition to higher-power pulses, the system may experience harmonic distortions, voltage fluctuations causing flicker, unbalances or general power quality issues, according to NERC. These pressures on reliability and resilience underscore the need for resilient, dispatchable generation capable of supporting mission critical loads.

Utilities Face Unprecedented Capital Requirements with Affordability Pressure

This rapid load growth is driving record capital requirements for U.S. utilities, primarily for new generation and system upgrades to maintain reliable service for customers. The IEA reports that investment in grid infrastructure has materially under-paced generation investment, with grid spending growing at only about half the rate of generation investment since 2015.

Modernizing the U.S. grid to handle electrification, AI-driven loads and resilience requirements demands large increases in transmission, distribution, storage and flexible generation. According to the IEA, the scarcity of grid equipment (especially transformers, cables and gas turbines) and rising material costs are contributing to higher capital expenditures and longer project lead times.



Electricity costs are rising nationwide and could get even higher for some amid the explosion in powering AI. The nationwide average retail price per kilowatt-hour of electricity increased approximately 6% for residential customers from November 2024 to November 2025 and approximately 32% in the last 10 years (EIA). Policy makers face growing affordability constraints, as electricity prices are a central political and economic issue in the "Age of Electricity" according to the IEA. These constraints increase the value of cost-effective, capital-efficient, rapidly deployable firm-power solutions.

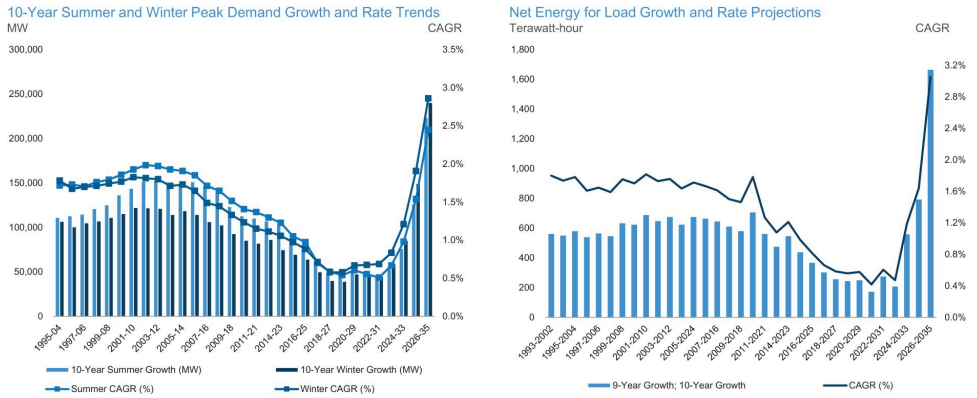
Demand for Speed-to-Power Grows as Power Demand-Supply Mismatch Expands

The IEA highlights that the gap between required power capacity and the speed at which new supply can be added is widening. Data center construction timelines are 2 to 3 years, while grid and generation infrastructure typically require 4 to 8 years, creating a structural mismatch. Long interconnection queues and scarce generation equipment further slow progress; global turbine deliveries now face multi-year lead times, risking commissioning delays beyond 2030.

As a result, U.S. hyperscalers and utilities increasingly seek near-term, scalable solutions, with natural-gas generators identified by the IEA as a leading dispatchable source supporting rising AI and electrification demand. The IEA reports that natural gas is expected to expand by 175 TWh globally to meet data center load through 2035, with most of this growth occurring in the U.S. Solutions that can be deployed quickly, provide firm capacity and integrate into existing infrastructure are crucial to closing the speed-to-power gap.

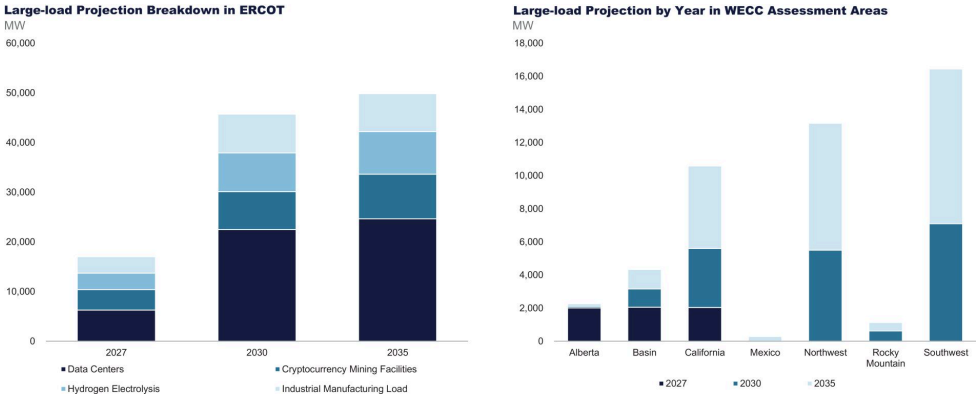
Potential Market Opportunity

The United States is entering a period of unprecedented electricity demand growth, driven by accelerating adoption of AI-enabled data centers, industrial reshoring, transportation electrification and building electrification. NERC estimates that over the next 10 years, North American summer and winter peak electricity demand is projected to increase by over 224 GW and 245 GW respectively, representing the fastest growth since NERC's tracking started in 1995. NERC identifies new data centers for artificial intelligence and the digital economy as the primary drivers of this surge in demand, noting the concern that the pace of resource additions has been too slow to meet demand growth. NERC estimates 190 GW of Tier 2 or other resources would need to complete the interconnection planning process and reach commercial operations to meet the expected peak demand growth of nearly 250 GW over the next 10 years. While interconnection queues continue to grow, uncertainty surrounds the timing and amount of resource additions. In parallel, the generation mix is expected to become increasingly intermittent and weather-dependent as older fossil-fired units retire and are sometimes replaced by non-dispatchable resources. NERC reports that the anticipated shortfall in capacity, which is complicated by swelling interconnection queues and an increasingly variable resource mix, creates a significant near- and medium-term opportunity for scalable, rapidly deployable, dispatchable solutions capable of addressing both (i) bridge power needs in regions with multi-year interconnection delays and (ii) ongoing capacity support for grid operators facing shrinking reserve margin.



Source: North American Electric Reliability Corporation

Several U.S. markets, such as Texas and California, face especially acute reliability risks. Texas already shows rapid load growth pressures tied to data centers and industrial expansion, while California faces grid congestion, long interconnection queues and above-average vulnerability to extreme heat and weather-driven outages. Additionally, supply-chains for critical grid components are showing strain. GE Vernova, Siemens Energy and Mitsubishi Power, which supply turbines for roughly two-thirds of the gas-fired power plants under construction globally, as reported by the IEA, are facing extensive backlogs and turbine delivery timelines of as long as eight years according to the Institute for Energy Economics and Financial Analysis. The IEA highlights that order backlogs for transformers grew by more than 30% in 2024, after two years of growth above 15%. In combination with these pressures, the current market dynamics illustrate a growing divergence between the rapid acceleration of load growth and the comparatively slow pace of utility-scale infrastructure development.



Source: North American Electric Reliability Corporation

We are well positioned to deliver on the significant market demand for dispatchable, resilient and cost-effective power solutions that can be quickly deployed and commissioned. Through delivering 99.999% reliability and the capability to deliver in less than six months, with full project commissioning typically achieved within 12 to 18 months from contract signing, we provide one of the few scalable solutions capable of addressing near-term capacity needs, particularly in high-growth regions like Texas and California. As natural gas remains a critical firm resource supporting renewable integration, our modular, low-emission solutions enable hyperscale data centers, industrial facilities and utilities to procure reliable, firm power at substantial scale, often reaching several hundred megawatts or over a gigawatt, without the prolonged lead times inherent in traditional transmission expansion. This combination of speed, reliability and flexibility positions us to capture significant share in an increasingly capacity-constrained U.S. power market.

Our Power System Solutions

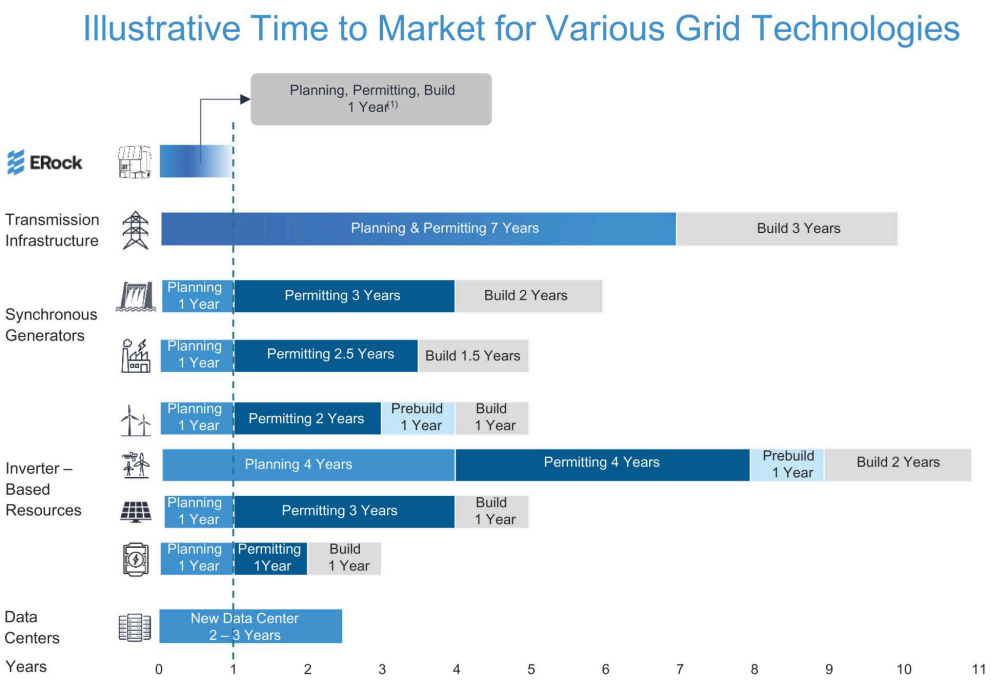
We are uniquely positioned to address the massive, fast-growing and complex market for speed-to-power, dispatchable capacity and resiliency solutions. Our power systems are delivered through our ERock Platform, which provides our customers a single partner across the entire life cycle of our power systems and differentiates us from our competitors. Our ERock Platform is anchored by leading natural gas engine and generator technology for multi-function onsite generation and combines this core technology with comprehensive, turnkey ESI services—a full-service offering that includes system design, site selection, planning and modeling, interconnection assistance, gas supply, permitting, construction and commissioning. Once operational, our ERock Platform offers O&M and dispatch capabilities that leverage extensive historical operational data capture, real-time monitoring and predictive diagnostics to optimize power system performance, while our remote operations center enables asset-level or aggregated dispatch, scheduled maintenance coordination and electricity and gas market integration to help maximize the value customers can capture using these systems. These integrated solutions and capabilities allow our power systems to be rapidly deployed, serve initial bridge power needs and, after grid interconnection, provide dispatchable capacity and/or reliable long-duration backup power throughout the remaining useful life of our systems, as discussed below. For more information regarding the services delivered through our ERock Platform, see "—Our Services."

Rapid Deployment of Reliable, Dispatchable Power

We offer a rapid path to connect large electricity loads, such as data centers and C&I customer manufacturing facilities, to power. Our power systems enable customers to quickly deploy a distributed bridge

power solution that provides faster access to reliable power through and beyond full grid interconnection. We have assembled and delivered our power systems in as little as six months, with full project commissioning typically achieved within 12 to 18 months from contract signing. We also have a track record of interconnecting multiple >50MW systems in 12 to 18 months from contract signing, subject to site conditions. Leveraging our high-volume standardized assembly model, we can stand up over 1.2 GW of annual available capacity in approximately 12 months with limited incremental capital expenditures.

Illustrative Time to Market for Various Grid Technologies



(1) Reflects the midpoint of a 6 to 18-month deployment timeline

Source: EPRI, Reconciling the Value of Grid Interconnection and Speed-to-Power: Strategies for Powering Data Centers in the AI Era

Our rapid deployment capability supports businesses and utilities seeking cost-effective power continuity and resilience in an increasingly dynamic energy landscape and enables customers to access power during lengthy utility interconnection timelines to maintain project schedules. At up to two times the cost of our power systems, traditional and bespoke natural gas generation projects can take 60 to 84 months to deploy. At up to three times the cost of our power systems, natural gas fuel cells lack the dispatch capability of our power systems and typically have larger footprints, which can impact installation timelines. Solar and wind projects often require three years or more to deploy and are not capable of delivering reliable, dispatchable power like our power systems due to the inherent intermittency of sun and wind power sources. Even when paired with batteries, solar and wind remain limited in their ability to deliver dispatchable power because current battery technology cannot reliably satisfy the amount, duration or quality of electrical power required by large, often continuous or highly sensitive loads. In certain configurations, ERock systems can facilitate earlier access to grid interconnection compared to traditional standalone processes. In addition, our systems may serve as grid-support assets during peak demand or scarcity events, which can enhance project economics and contribute to local grid

reliability. However, interconnection outcomes vary by jurisdiction and remain subject to utility and regulatory approval. Regulatory frameworks are evolving to support co-located generation and large loads. On December 18, 2025, FERC directed PJM Interconnection to establish transparent rules to facilitate service for large loads co-located with generation, including creating new transmission service options and clarifying interconnection procedures to address reliability and consumer-cost concerns associated with rapidly growing load. Similar programs are being deployed in ERCOT and pursued in other markets.

Our approach to rapid deployment involves selecting the optimal combination of our onsite generating technologies, including our proprietary natural gas generators, to deliver reliable power to maximize our customers' utilization of grid infrastructure. Our ERock Platform delivers modular power systems that are designed and kitted for streamlined field assembly and deployment to maximize time efficiency and minimize trade labor during construction, which supports rapid installation and commissioning so customers can get up and running faster. Our ERock Platform also allows us to leverage commoditized component supply chains that do not require specialized equipment for generator final assembly, accelerating deployment timelines and enabling capacity additions of approximately 1.2 GW in less than 12 months. Our proprietary generator technology has best-in-class local emissions, quiet operation and fits inside the footprint of a like size diesel unit, allowing customers to permit more easily, have greater headroom to scale bridge power before requiring time-consuming, major source air permits, avoid additional real estate requirements and reduce or eliminate the need for and associated costs of sound mitigation, thereby improving speed of construction and community acceptance. In 2022, our generators became the first of their kind to secure CARB-DG certification, which has some of the strictest emission requirements in the world. No other reciprocating engines have received CARB-DG certification. Moreover, water use is in many jurisdictions receiving increasing scrutiny from utilities, regulators and local communities due to growing concerns around water scarcity, drought resilience, infrastructure strain and environmental sustainability. Our power systems are designed to operate with no on-site water required, eliminating the need for withdrawal, consumption or discharge of water as part of normal operations, further supporting community acceptance of our power systems.

Highly Economic Path to Bridge and Dispatchable Power Solutions

Our power solutions provide customers with a highly cost-effective path to reliable, utility-grade bridge and dispatchable power because our systems are engineered for both bridge and fast response dispatchable power applications. In contrast to stranded temporary infrastructure, once our customers are fully interconnected with the grid, our power systems can continue to serve customers as a reliable, dispatchable utility-grade power source with fast response, diesel-equivalent transient performance to supplement the grid and provide industry leading reliability for protection against grid outage events. This long-term, multi-purpose design of our power systems helps customers, particularly customers with large electricity loads such as data centers, to reduce the total cost of ownership by providing multiple value streams through the full useful life of the asset. By transforming bridge power installations into assets that continue to return value to the customer, our power systems support a more enduring and economically efficient bridge power development model compared to conventional temporary generation.

Highly Cost-Effective and Low-Risk Path to Increase Grid Capacity

As utility capital expenditures surge and electricity rates continue to rise due to increased demand for electricity, our power solutions provide a highly cost-effective and low-risk path to increasing grid capacity. Traditional grid-expansion planning often relies on long-term demand forecasts, requiring utilities to make large, long-dated capital commitments, and utilities are increasingly asking large new electricity loads—such as data centers—to share in those costs despite having significantly shorter planning horizons. This mismatch introduces substantial risk of stranded investment, overbuilding and misaligned capacity expansion—issues that regulators have become increasingly focused on as grid-upgrade proposals grow in scale. By contrast, our co-located distributed power systems arrive with the load itself, are typically paid for by the customer deploying the load and provide capacity concurrent with when the load comes online, eliminating the need for utilities to build ahead of requested demand. By enabling large new electricity loads to self-fund and install our distributed power

systems, our platform increases capacity without requiring utilities to undertake costly grid upgrades in advance of demand and, once interconnection occurs, our power systems remain in place as a stable source of power supply for the grid that reduces or defers the need for further capital investment by utilities on grid expansion and helps moderate system-wide electricity rate impacts for existing customers. As a result, our power systems can help accelerate the interconnection timeline as utilities benefit from our bridge power solutions by securing new electricity load and associated revenues earlier, and customers benefit from dependable, distributed power while avoiding lengthy delays associated with traditional grid expansion. We have successfully deployed this approach for years, repeatedly demonstrating that customer-funded, distributed power systems can compress timelines by delivering immediately available capacity that can relieve near-term grid constraints. This proven model is now being embraced by leading markets such as PJM and ERCOT, where regulators, utilities and ISOs are increasingly adopting similar approaches to facilitate faster, lower-risk interconnections. This dynamic creates a mutually reinforcing outcome—reduced capacity planning and capital-deployment risk for utilities and a faster, more predictable path to power for customers.

Highly Reliable Path to Resilient, Firm Power

We believe our ERock Platform's proprietary generator and operating software technology delivers a highly reliable path to resilient, firm power. Our power systems are designed for continuous, fault-tolerant operation—meaning they can maintain power output even when components fail or experience abnormal conditions—delivering reliable power when the grid is not available and provide backup power with lower emissions and noise than diesel alternatives. Our backup power solutions offer high operational reliability with inherent redundancy for fault tolerance and concurrent maintainability—meaning critical components can be serviced, repaired or replaced without shutting down the system—to facilitate deployment in mission-critical backup applications. Fueled by natural gas delivered through underground pipelines with no runtime limitations, our power systems have proven capable of delivering uninterrupted power through hurricanes, winter storms and everyday grid outages. As grid outages have become longer and more frequent, and where fuel deliveries can be delayed during severe weather, we deliver proven backup power solutions that keep critical facilities online during grid outages and emergencies.

Our Generator and Software Technology

We provide reliable, resilient and cost-effective power primarily through a proprietary, tailored, integrated power systems delivered through our ERock Platform, a comprehensive offering consisting of our generator and software-enabled O&M and asset management services described below.

At the core of our power systems is our RockBlock, a modular, distributed generator string that incorporates our proprietary natural gas engine, scales in 0.5 MW increments from 1.5 MW to 3.5 MW per RockBlock and is assembled in-house. Our RockBlock systems convert natural gas from local underground pipelines into electricity through a combustion process and are capable of continuously operating at their designed capacity with 99.999% reliability. Our RockBlock systems are engineered for maximum cost efficiency through their modular design and standardized kit, which supports rapid delivery, field construction and scaling. Our power system units feature a patented design that occupies approximately half the footprint of comparable natural gas units, while maintaining low sound levels across varying applications and achieving diesel equivalent transient performance, while meeting stringent local emissions standards, including CARB-DG compliance, one of the most rigorous emissions standards in the United States.

Complementing our generator technology is Granite, a proprietary software that is embedded in our power systems and enables us to use operating data to improve operations for high reliability at a lower cost. Granite architecture is a combination of real-time device data collection as well as distributed and aggregated data process and analytics. At the device level, Granite captures real-time data from our power systems' ECU, controllers and balance of plant at sub-second intervals—far faster than typical SCADA systems—and uses advanced analytics to enable predictive diagnostics, dynamic site-level optimization and adaptive maintenance scheduling. Granite also allows remote 24/7 monitoring and centralized control from our NOCs, supporting

thousands of assets and enabling market interactive peak shaving and grid services at distributed or aggregate levels. In addition, by comparing performance across power system units, sites and fleets, Granite identifies operational patterns and anomalies, supporting maximum uptime and efficiency across all systems while at the same time reducing operating costs. Generators procured outside of our ERock Platform do not come with Granite embedded in their systems.

To maintain our competitive edge, we are advancing a robust research and development ("R&D") pipeline designed to enhance core generator and software technology offering and expand into new energy solutions that meet evolving customer needs. Our roadmap builds on the success of our RockBlock systems, with the goal of delivering greater reliability, simplified installation and improved operational flexibility, integration with other onsite energy technologies, such as battery energy storage systems, as well as additional, complementary products. A key focus is the continued evolution of Granite, with the goal of delivering higher reliability through predictive diagnostics, preventive maintenance and dynamic integration of distributed assets into a unified system. These innovations are intended to allow customers to optimize performance, reduce operating costs, and accelerate deployment timelines, while positioning ERock as a leader in scalable, intelligent power solutions for the future.

Our Services

We offer a fully integrated suite of services through our ERock Platform that supports rapid deployment, reliable operation and maximizing value from distributed power assets. Our offering spans comprehensive design, ESI project delivery, O&M, advanced asset management, white label programs and flexible financing and contract support—making us an end-to-end partner for resilient, scalable and cost-effective power solutions.

ESI Services. We provide a turnkey solution for the design, delivery and installation of distributed power and resiliency projects. Our ESI offering is comprehensive and tailored, encompassing:

- *Site Assessment & Feasibility*: Our team helps customers conduct detailed site evaluations, including load analysis, utility interconnection studies and environmental assessments, to assess optimal system design and project viability.
- *Natural Gas Interconnection and Site Availability*: We conduct natural gas availability and interconnection studies for our customers.
- *Permitting and Regulatory Compliance*: We manage air and construction permitting and regulatory approvals, leveraging deep experience with local, state and federal requirements to streamline the process and minimize project risk.
- *Custom System Design*: Our engineers develop tailored solutions that integrate our proprietary generator technology with other distributed energy resources such as solar, battery storage and turbines, integrated with switchgear, transformers and other equipment to deliver a comprehensive power system. Each system is designed for maximum reliability, efficiency and scalability.
- *Procurement and Supply Chain Management*: We oversee the sourcing and procurement of major equipment and materials, utilizing a robust and diversified supply chain to support timely delivery and cost control.
- *Construction and Installation*: Our experienced construction teams manage site preparation, equipment installation, electrical and gas interconnections and commissioning. We emphasize safety, quality and speed, with modular, kitted solutions that enable rapid deployment and minimize onsite disruption. We have a proven track record in safety with average TRIR of 0.93 for the years ended December 31, 2025, 2024 and 2023. We conduct weekly company-wide safety meetings and biweekly safety trainings in addition to other ad hoc safety trainings. We also have a designated safety leader responsible for advancing our culture of safety.

O&M Services. Our O&M services are designed to ensure maximum reliability, uptime and performance for every installed power system. Our O&M offering is comprehensive, technology-enabled and performed by our employees, encompassing:

- *24/7 Remote Monitoring*: Assets monitored from our NOCs, utilizing the Granite software platform. This allows for real-time visibility into system health, performance and operational status across our fleet of distributed assets.
- *Preventive Maintenance and Rapid Response*: Our O&M team conducts regular preventive maintenance, leveraging predictive diagnostics and data analytics to identify and address potential issues before they impact operations. In the event of an alert or outage, our team is equipped to dispatch field technicians rapidly, minimizing downtime and restoring service quickly.
- *Comprehensive Service Coverage*: O&M services include scheduled maintenance, unscheduled repairs, warranty management, inventory and spare parts management and compliance with regulatory requirements. Our technicians are trained to service the entire generator system, including engine, alternator, cooling, lubrication and control systems, and benefit from working on a standardized RockBlock system used across our fleet, giving them extensive experience with the same equipment, which we believe leads to increased productivity, lower costs and improved quality and consistency.
- *Performance Optimization*: Through advanced data analytics and benchmarking, we compare performance across units, sites and fleets to identify outliers and optimize asset operation. Granite enables dynamic adjustment of maintenance schedules based on real-time operating conditions and historical data, reducing unplanned outages and lowering total cost of ownership.
- *Customer Support and Reporting*: Customers receive regular performance reports, maintenance updates and direct access to our support team for operational questions or needs.

Asset Management. We provide comprehensive monetization services, acting as advisor or agent for owners of our deployed power systems of 761 MW, to optimize grid revenues through electricity and natural gas market participation, hedging and dispatch strategies. We partner with customers early in the site assessment and feasibility phase to evaluate potential market programs and revenue opportunities, integrating monetization considerations directly into the initial contracting and business-development process. Our approach focuses on evaluating the possible market programs or revenue streams best suited for our power systems, helping customers select monetization strategies designed to maximize the value of their assets by seeking to obtain the highest risk-adjusted returns. We also support hedging and risk management for customers and develop programs tailored for specific power markets.

White Label Program Services. We partner with utilities, such as Entergy, to design and execute white label resiliency programs, enabling them to offer branded reliability solutions. These programs allow our partners to deliver differentiated, customer-facing reliability offerings under their own brand while leveraging our expertise and infrastructure.

Financing and Contract Support Services. To facilitate project development, we offer robust financing and contract support, coordinating and arranging project financing and providing guidance on contract structuring and risk management. Our flexible asset ownership and value-sharing models —including Resiliency-as-a-Service and third-party financing vehicles—enable customers to deploy solutions with minimal upfront capital and predictable long-term costs.

Policy Advocacy and External Affairs. Our team of policy experts actively monitors and shapes policy at the local, state and federal level to support current and prospective customers' use of natural gas onsite generation in their overall energy strategy. Working directly with and through associations, these educational, regulatory and technical activities aim to secure and protect market access, grid services compensation, gas supply and other recognition for clean and reliable onsite generation.

Our Competitive Strengths

We believe the following characteristics differentiate us from our peers and uniquely position us to execute on our strategy to create value for our stakeholders:

Reliable, Fast-Response Generator Technology. Our patented natural gas generator technology achieves diesel-equivalent transient performance response requirements, which is a critical capability for data centers that experience highly dynamic electrical loads. These facilities routinely see rapid fluctuations in power demand within milliseconds due to workload spikes, server startups and cooling system adjustments. Modern data centers, particularly large, high-density facilities supporting AI training, cloud computing and other high-performance workloads, and next-generation semiconductor chips such as AI accelerators, GPUs and custom silicon are placing growing demands on electrical power systems. These environments draw enormous and highly variable amounts of electricity and are far more sensitive to power quality than prior generations of computing infrastructure. Even very brief frequency deviations, voltage dips, or other grid disturbances can cause system instability, performance degradation, or costly downtime. As a result, these facilities increasingly require the ability to maintain continuous operation during short-duration grid disturbances, supported by fast, on-site frequency control and power stabilization capabilities. Strong transient response enables stable voltage and frequency during these sudden changes and supports seamless transitions between grid power, on-site generation and battery storage systems, helping to prevent equipment malfunctions, data corruption and costly downtime. Our natural gas generators also offer meaningful reliability advantages over diesel-based solutions, which depend on continuous fuel deliveries that can be disrupted by severe weather, transportation constraints or supply-chain interruptions. By contrast, our power systems operate on natural gas delivered through a resilient underground natural gas infrastructure, which reduces the operational risks associated with refueling. We believe that the combination of diesel-equivalent transient performance and a reliable fuel supply positions our power systems to meet the demanding requirements of mission-critical data center operations.

Comprehensive Partner for Reliable Power Solutions. We serve as a comprehensive partner for reliable, resilient and rapidly deployable distributed power solutions. Through our vertically integrated ERock Platform, we provide turnkey, cost-effective solutions that supplement and optimize traditional grid power and infrastructure. Our platform encompasses the entire asset lifecycle—from design, initial site development, interconnection and permitting to engineering, procurement, construction, commissioning, operations, maintenance and asset management—under a single, coordinated delivery model that reduces complexity and streamlines execution for our customers. Unlike the fragmented offerings of our competitors, our ERock Platform integrates our ESI, O&M and asset-management services capabilities with our deep development, operational and market domain expertise in multi-purpose, distributed power systems to deliver our patented natural gas generator power systems engineered for 99.999% reliability. This comprehensive proficiency allows us to deliver value to our customers from inception of a project through the useful life of the asset. By leveraging our deep engineering and construction expertise, we are able to design, assemble and rapidly integrate our distributed power systems tailored to customer needs at scale. Once commissioned, our in-house market operations specialists and software-enabled asset management services allow customers to leverage the multi-purpose design of our power systems—backup, bridge and grid services—to monetize their distributed assets through grid services, demand response and market participation, supporting customers to maximize asset value and reduce total cost of ownership. Our ERock Platform is reinforced by our extensive field-services expertise, built over a decade of operating at hundreds of sites, and proprietary, purpose-built Granite software that captures extensive real-time telemetry and operational performance data, enabling predictive analytics, dynamic maintenance scheduling and system optimization. Whether deployed for bridge, dispatchable or backup power applications, our ERock Platform's comprehensive capabilities uniquely position us to deliver accelerated time-to-power and firm resiliency solutions.

Highly Differentiated, Proprietary Power System Serving Multiple Use Cases. Our highly differentiated, proprietary natural gas power systems are engineered to serve multiple mission-critical use cases through a single integrated power system. Leveraging our quick-response, patented generator technology and modular, emissions-advantaged design, our power systems provide cost-effective, resilient and turnkey solutions for bridge,

dispatchable and backup power applications. As bridge power, our power systems enable the rapid deployment of reliable capacity that arrives with customer load demand and mitigates delays associated with long-lead grid capacity upgrades. As dispatchable capacity, our power systems function as on-demand, fast-response resources that support grid stability and help large energy users balance load demand and participate in market-driven dispatch strategies. As backup power, our power systems deliver highly reliable continuity for mission-critical operations during grid disruptions or extreme weather events such as extreme temperatures, earthquakes, hurricanes, typhoons, derechos, wildfires and flash floods. Our power systems come integrated with our purpose-built Granite platform, which enables real-time monitoring, predictive diagnostics and dynamic asset optimization. With advanced data analytics, sub-second data collection and fleet-wide benchmarking, Granite supports preventive maintenance, remote dispatch and market participation, supporting operational efficiency and maximizing asset value. Our power systems multi-use capability, combined with best-in-class emissions, a compact footprint and a standardized, scalable packaging architecture, represents a unique customer value proposition, offering superior performance, rapid deployment and compliance with the most stringent standards.

Engineered for Rapid Deployment and Scale. Our patented natural gas generator technology is engineered for rapid installation, serviceability and ultra-low local emissions in compliance with CARB-DG. Our CARB ultra-clean emissions package reduces key pollutants (NMHC, NOx, CO) by approximately 95%+ relative to diesel. The compact footprint and modular design of our pre-integrated RockBlock systems enable rapid deployment and easy siting, while oversized cooling systems and extensive telemetry support optimal performance and compliance with the most stringent operating standards, which supports an accelerated permitting process and community acceptance. Our ability to construct modular strings of back-to-back generators, each with a smaller individual footprint than comparable natural gas reciprocating generators, allows us to achieve systems with approximately half the footprint of comparable natural gas reciprocating generator systems. The standardization of our RockBlock fleet further allows us to deliver reliable, cost-effective power solutions at scale as it simplifies maintenance by enabling uniform service procedures, interchangeable parts and consolidated training programs, which lowers downtime and improves reliability, allows us to optimize performance monitoring and implement uniform operational protocols, resulting in higher utilization and reduced variability in output, and provides economies of scale in procurement and inventory management, while accelerating deployment timelines for new projects by reducing variability and complexity. We believe our power systems are well positioned to enable our customers to deploy reliable, dispatchable utility-grade power at scale faster than our competitors.

Significant Track Record and Feedback Loop Supporting Continuous Improvement. Our experience across approximately 400 sites representing approximately 1,000 MW of commissioned capacity over 15 years of operations provides us with a uniquely robust data foundation supporting continuous improvement of our technology and processes. This scale of real-world operating experience—built over 1.9+ million runtime hours across our entire fleet and reflected in our long-standing field services and engineering capabilities—enables us to optimize power system performance and enhance our core services for all of our customers. As a vertically integrated provider, we capture operational learnings across the entire lifecycle of all of our power systems, allowing us to systematically feed customer, field and operational performance data back into our design, engineering, assembly, commissioning, O&M and asset management processes. This closed-loop feedback mechanism supports measurable gains in enhancing our product offerings, services and assembly performance and enables us to leverage the insights gained from across our entire fleet to deliver more to our customers and stakeholders.

Embedded Relationships with Utilities, ISOs and Policy Makers. We have built deep, long-standing relationships with leading utilities, ISOs and policymakers across the United States—partnerships founded on trust, proven performance and a track record of delivering value in mission-critical applications. In several cases, these relationships have resulted in proprietary offtake and commercial arrangements with utilities such as Entergy and CPS Energy, as well as other potential arrangements that are under development. These arrangements involve bespoke, utility-specific carve-outs and structures that are not available on a generalized tariff basis and are not broadly accessible to other market participants, reflecting a high degree of confidence in

our capabilities and operating model. These relationships enable us to execute effectively because the utilities, ISOs and policy makers know us, rely on our expertise and work closely with us to address their most pressing challenges. We also actively help create new markets for utilities by opening opportunities in both regulated and deregulated jurisdictions while securing attractive economics for our customers. Our positioning also facilitates faster interconnections and tailored solutions for our customers, whether the objective is to increase available capacity, support grid resilience initiatives or improve outcomes within existing utility and ISO frameworks. By serving as a trusted intermediary between companies and utilities and ISOs, we align interests, help solve complex problems and unlock new business opportunities, including from utility-sponsored projects and direct referrals from utilities that view us as a reliable partner with demonstrated ability to deliver differentiated solutions.

Asset-Light Business Model Supports Balance Sheet. Our asset-light business model enables us to scale efficiently while supporting a strong and flexible balance sheet. Because we do not lease or own the power systems we deploy—and instead sell those systems to customers, including third-party investors—the assets do not reside on our balance sheet and are typically financed through customer or investor payments, allowing us to recycle capital rapidly and avoid the capital-intensive burden typical of traditional infrastructure models. As a result, we require significantly lower capital expenditure than our peers and do not expect to require external capital to support our growth for the foreseeable future. In addition, because we provide comprehensive O&M and asset-management services through the ERock Platform, each power system we deploy has the potential to become an additional source of ongoing services revenue with limited incremental cost or capital. This business model avoids idle-asset risk, creates meaningful operating leverage as every additional MW we install can expand our service base and enables us to grow while preserving both capital efficiency and balance-sheet strength.

Long-term Contracted Services and O&M Revenue from a Growing Installed Base. With approximately 1,000 MW of installed capacity today, we have built a portfolio of long-term O&M and asset management services contracts, which we expect to grow over time as we continue to deploy our integrated power systems. These services contracts typically have a term of 5 to 15 years, and today our portfolio of services contracts have a weighted average remaining contract tenor of approximately 10 years and a historical customer renewal rate of 100%. As such, our services contracts represent a recurring, high-margin revenue stream that provides multi-year revenue visibility and supports predictable cashflow generation. Our O&M and asset management services offerings are designed to enhance the economics, efficiency, reliability and useful life of customer-owned generating units through advanced O&M, asset management and technology-enabled performance optimization. These capabilities reduce outage duration, improve system availability and increase energy output, while lowering lifecycle operating costs. Long-term services agreements are key elements of our business model and support the continued adoption and expansion of our ERock Platform. As our installed base continues to grow, we expect our ongoing services revenue to grow.

Seasoned Leadership Team with Multi-Decade, Cross-Functional Experience. Our management team brings over 150 years of combined experience across energy, technology, software, trading, risk management and industrial operations, including major roles at global energy companies, technology firms and infrastructure providers. This leadership is complemented by a workforce with deep cross-functional expertise in engineering, procurement, construction, operations, maintenance, asset management, market operations and customer support, supporting successful execution of complex, large-scale power projects.

Our Business Strategies

We intend to achieve our primary business objective of creating value for our stockholders through the following business strategies:

Execute on Contracted Power System Sales Backlog. Our near- and medium-term revenue is substantially dependent on the disciplined execution of our approximately $1.3 billion of Contracted Power System Sales Backlog as of March 31, 2026, which is expected to support multi-year growth across power system sales revenues and ongoing O&M and asset management services revenues. This backlog reflects signed customer commitments with defined delivery schedules and represents a substantial pipeline of contracted revenue that we

expect to convert into revenues over the next several years. We are focused on executing this backlog on time, on budget and at scale, leveraging our vertically integrated ERock Platform, scalable assembly operations and capital-light business model. Our standardized, modular system design, multi-sourced supply chain and expanding assembly capacity at our Titan and Hyperion facilities are specifically aligned to support high-volume deployment without requiring significant incremental capital investment. We believe we are well positioned to convert our Contracted Power System Sales Backlog into deployed MW efficiently while maintaining quality, margins and reliability for customers with mission-critical power needs.

Expand Partner Network. We are expanding our partnerships with leading data center operators, energy service providers, engineering firms, consultants, and power infrastructure manufacturers to support our customers' need for rapid growth and resilient, scalable and clean power. Our solutions enable speed-to-power, emissions compliance and operational continuity for the most demanding digital infrastructure clients. Additionally, independent system operators and vertically integrated utilities are stipulating load flexibility as a means to accelerate interconnection to the grid, which we can provide without affecting the workloads by dispatching onsite generation. Coupled with bridge and backup power, we can provide a complete onsite power solution that achieves speed-to-power years earlier than current practice.

Scale Utility Flexibility Market. We are growing our presence with utilities seeking cost-effective, dispatchable capacity to address rate pressure, grid reliability and regulatory requirements. Our distributed power generation assets provide utilities with lower cost, dispatchable and low-emission alternatives to traditional infrastructure, supporting grid stability and customer resiliency. Fast dispatching generating capacity without duration limitations can support resource adequacy requirements, and when co-located with load or at renewable plant interconnections we can achieve lower costs and faster deployment than traditional options since no interconnection study is needed.

Continue to Expand C&I Core. We are seeking to broaden our C&I customer base and grow within existing customers, delivering resilient backup and bridge power solutions for critical infrastructure, retail, manufacturing and logistics. The aging grid, increasing loads and operational impacts of power outages has resulted in increased market interest in our proven natural gas backup power managed solution. We are targeting large multi-site customers who are adopting new strategies to address these risks across their enterprise. We derive a substantial portion of our revenue and Contracted Power System Sales Backlog from a limited number of customers. For the quarter ended March 31, 2026, our three largest customers accounted for 37%, 13% and 12%, respectively, of our revenue. For the year ended December 31, 2025, our three largest customers accounted for 18%, 16%, and 14%, respectively, of our revenue. For the year ended December 31, 2024, our three largest customers accounted for 19%, 17%, and 17%, respectively, of our revenue.

Diversify Assembly and Supply; Expand Capacity. Historically, we utilized a third party to assemble our power systems. In 2025, we began assembling our power systems internally at our Titan facility, and we are seeking to further increase our assembly capacity in the second half of 2026 with the development of our Hyperion facility. We are investing in new assembly capacity and diversifying our supply chain to support growth, expand margins and enhance product availability. Because we control the design, engineering and certification of our power systems, we are working to incorporate field experience into the engineering of our products to improve reliability and lower cost by optimizing the components used in our generator. These optimizations can enhance product performance, reduce component and manufacturing costs, improve ease of assembly and lower the potential for rework incidents. As we seek to scale our manufacturing capacity, we intend to further diversify our supplier base and transition additional high-margin components to in-house assembly to improve supply-chain certainty and reduce cost.

Enhance Core Technology to Deliver More. We are committed to the continued innovation of our generator and power systems platform. Building on the success of our RockBlock systems, we are seeking to enhance our core capabilities and address emerging applications and by integrating advanced technologies such as storage and turbines to enhance our platform's flexibility and address a broader range of customer needs as our target

markets mature. As part of these efforts, we expect to continue to increase the prime power rating of our current generator platform based on data gathered from assembly operations, supporting an increase in power density at customer sites. We are also pursuing improvements to simplify and extend the intervals between preventative maintenance activities, and, by leveraging Granite, we are seeking to move away from fixed, hour-based maintenance schedules to variable maintenance intervals based on actual usage patterns.

Deepen Integration with Renewables. We are seeking to further incorporate renewable power capabilities with our power systems. Integrating our power systems with renewable energy generation and storage systems could enhance the speed at which our power systems could be deployed because existing interconnection can be used to bypass interconnection queues, further strengthening our speed-to-power solution. Combining our power systems with renewable energy generation and storage systems can also enable customers to potentially maximize their use of renewable power by prioritizing the output of renewables when available and then leveraging the dispatch capabilities during periods when renewable sources are unavailable or producing less, which supports grid reliability while reducing emissions. Battery energy storage systems can complement this strategy by providing additional dispatch capability, supporting stable and efficient delivery of power.

Expand Granite Software Ecosystem and O&M and Asset Management Services. We are investing in the continued development of our Granite software platform, which provides real-time monitoring, high-resolution data collection and analytics that support predictive diagnostics and dynamic asset optimization. These capabilities directly enable and enhance the delivery of our O&M and asset management services. Granite collects and analyzes far more data points than typical monitoring systems, allowing it to more quickly detect short-term performance variability. With Granite, ERock can observe long-term operational trends and unit-to-unit outliers across a site or fleet, which supports a predictive maintenance program, thereby reducing unplanned outages and lowering lifecycle costs. By utilizing Granite to more effectively deliver our O&M and asset-management services to third-party asset owners, we aim to create long-term recurring revenue streams that grow alongside our installed base as well as enhance customer value through greater operational efficiency and improved asset performance.

Our Business Model

We generate revenue through a combination of power system sales and services, which allows us to realize revenue from equipment sales, site buildout, installations and commissioning and recurring revenue from O&M and asset management services post-commissioning. While we do sell our generators as a standalone product, most sales include the comprehensive design, delivery, installation and long-term services provided by the ERock Platform, with platform sales representing 100% and 98% of all generator sales booked in 2024 and 2025, respectively.

Power System Sales Revenues. We generate revenue from selling our natural gas power systems to customers inclusive of the design and ESI of turnkey power system solutions, and we report these revenues as product revenues and installation services revenues. Product revenues consist of power system product sales of generators and related equipment to produce our power systems. Power system sales installation services revenues consist of ESI services to design, construct, install and commission our power systems. Customers enter into ESI contracts to purchase our power systems, and these contracts also typically cover design and ESI services of such power systems. Our ESI agreements are generally structured such that customers pay a percentage of the contract price at execution, additional percentages upon the achievement of specified milestones, such as equipment delivery and installation, and the remaining balance upon successful completion of testing and commissioning.

Ongoing Services Revenues. After installation and commissioning, we enter into long-term service agreements for O&M and asset management services. Our typical services contracts range from 5 to 15 years and include both preventative and corrective services. These contracts typically include remote monitoring, preventive maintenance, rapid response and warranty support. Asset management contracts may also cover

dispatch optimization, market participation and regulatory compliance. Recurring service fees are billed monthly for the duration of the contract and include a fixed service fee and, in some cases, a fee based on the financial performance of the power systems, with additional amounts payable on a per-work-order basis. The weighted average term of our O&M and asset management services agreements is approximately 10 years. To date, none of our customers have terminated or failed to renew our O&M or asset-management services.

Our Marketing and Sales Strategy

We target customers across the United States, in data centers, utilities and C&I sectors. Our marketing and sales strategy is designed to align customer acquisition with clear product-market fit, emphasizing quality over volume at the top of the funnel.

Integrated Marketing Strategy. Our integrated marketing strategy centers on top of funnel activities to increase brand and solution awareness using precise market segmentation, industry targeting, thought leadership, and differentiated product positioning. The Company focuses on geographic markets that offer economic value for distributed generation and exhibit grid instability or capacity constraints, including ERCOT, CAISO, PJM, MISO, SPP, WECC and other regulated utility regions. Within these markets, marketing efforts prioritize large load industries like data centers and manufacturing that have near-term capacity requirements as well as outage-sensitive industries such as water infrastructure, healthcare, grocery, process manufacturing, distribution and transportation, particularly customers with site portfolios of 50 MW or greater and loads exceeding 1 MW per site. This targeting is reinforced by a differentiated value proposition that emphasizes our bridge-to-backup and "Resiliency-as-a-Service" approaches, cost savings, turn-key delivery, proprietary clean and quiet generator design, rapid deployment, 24/7 network operations center and technology enabled operations and maintenance support.

Lead Generation Sources. Lead generation is diversified across multiple channels, with an emphasis on relationship-driven outreach supported by digital marketing with webinars, social media, web search and industry events. Historically, the majority of our leads have been generated through sales outreach, preexisting relationships, events and webinars, and partner sourcing, including complimentary service providers and utilities. This approach reflects a deliberate focus on higher-quality, relationship-based leads from targeted accounts while still maintaining a balanced inbound and outbound presence.

Sales Approach. We focus on process-driven sales execution to achieve the right customer mix, sales progression of qualified opportunities and maintaining sufficient activity to support future pipeline growth. We organize direct sales personnel based on sector and industry with experience in these targeted industries. We also team with utilities through white label programs or joint resiliency solutions. In general, we apply margin and minimum account opportunity size thresholds and ideal customer profiles, supported by sales qualification tools and training around customer pain points, decision timing, competitive positioning and tailored value propositions. To achieve sustained momentum, management emphasizes accountability for pipeline activity and prioritization of the best opportunities based on project economics (including target margin and customer credit worthiness), size, timing and likelihood to close, supplemented by structured support and cadence programs to create urgency.

Pricing and Contract Strategy. Pricing for our solutions reflects market-driven factors, including project cost, target margins, account growth potential and contract volume. We focus on structuring contracts to align with customer preferences for asset ownership or managed services, including by delivering the lowest total net cost of ownership, highest system performance or fastest speed-to-power compared to alternative technologies. Contract terms typically include equipment sales, engineering, procurement and construction services and ongoing operations and maintenance.

Our Customers and Markets

We serve customers across the United States, with a proven track record in data centers, utilities and C&I sectors. Our geographic footprint spans nine states and four major RTOs, with approximately 1,000 MW in

deployed operating assets with an estimated current replacement value of approximately $1.5 billion. Our proprietary generator and software technology platform is trusted by leading enterprises and utilities to deliver reliable, dispatchable, and cost-effective power across a rapidly expanding footprint.

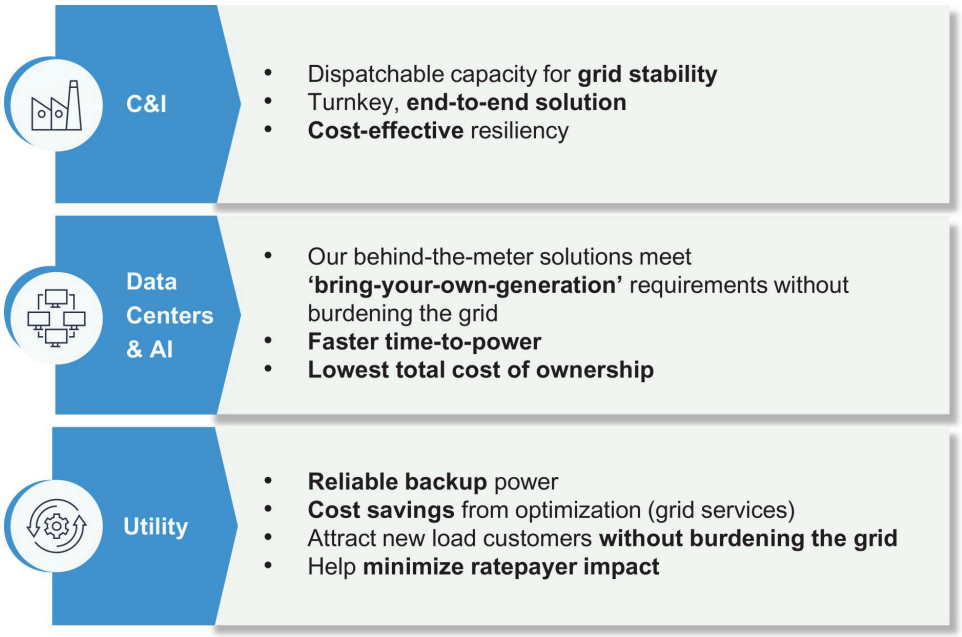
Our Key Highlights of Deployed Assets and Contracted Power System Sales Backlog

Our first distributed power system was commissioned in 2011 and since then our operations have grown to approximately 400 operational sites, with approximately 1,000 MW deployed operating power systems, approximately $1.5 billion in deployed operating assets and approximately $1.3 billion in Contracted Power System Sales Backlog as of March 31, 2026 representing approximately 3x faster growth than the market from 2024 to 2025.

With over 15 years of experience, we operate and are under construction in major electricity market areas including CAISO, ERCOT, MISO, PJM and WECC. In each of these regions, our distributed power systems are designed to provide resiliency and grid stabilization services from a variety of configurations behind-the-meter and front-of-the-meter and in competitive retails markets as well as vertically integrated utility services areas. Our distributed power systems are interconnected at investor owned and public power electric utilities.

In addition, several of these markets are pursuing "Bring Your Own Generation" strategies to accelerate interconnection and minimize impacts of large loads on the affordability and reliability of existing infrastructure. Our distributed power systems, typically paid for by the large loads themselves, can meet the requirements for accredited capacity and load curtailment that may be imposed as a condition of accelerated interconnection, which reduces the need for significant investments by local utilities for additional capacity.

Our Primary End Markets



Data Centers (Speed-to-Power). We partner with hyperscale and "colocation" data centers and anticipate partnering with AI model developers that are independently building or expanding dedicated data center infrastructure, providing rapid deployment of scalable, utility-grade backup and bridge power solutions. Our technology enables data centers to accelerate site commissioning, meet stringent reliability, sound and emissions requirements while supporting AI-driven load growth. We can provide power generation solutions for data center customers that enables fast-track data center construction and operation with prime power, ability to accelerate access to grid interconnection, prescribed flexibility and revenue generating grid services, and supports 24/7 reliable operations—all from a single generator technology platform, our ERock Platform, across the lifecycle of a data center buildout and operation.

Utilities (Grid Stability and Cost-Effective Capacity Expansion). Utilities leverage our distributed power generation assets to address rate pressure, grid stability, reliability and emergency backup, and capacity constraints and demand response. Our power systems offer dispatchable, cost-effective capacity that helps utilities avoid costly infrastructure upgrades and respond to regulatory demands for cleaner, more resilient power and supports overall grid stability during peak demand or scarcity events. We also have proven partnerships with major utilities in storm-prone and high-growth regions. We offer our solutions through turnkey system sales, in which we design, deploy and operate our power systems as fully integrated, customer-ready offerings, under white-label arrangements that allow our customers (e.g., a utility) to present these systems as part of their own branded energy solutions. We also enter into capacity offtake agreements that are structured to reflect the high availability and performance of our aggregated portfolio of distributed generation assets. In addition, our longstanding relationships with utilities help large loads navigate the interconnection process and meet the technical and contractual requirements necessary to secure flexible conditional firm interconnections, creating a meaningful speed-to-power pathway for rapid deployment and earlier access to reliable capacity.

Commercial and Industrial (Resilience). C&I customers—including retailers, manufacturers, healthcare providers, logistics companies and government entities—rely on us for resilient backup power and operational continuity as well as cost savings from grid services like peak demand reduction. Our power system solutions help protect critical infrastructure and enterprise operations from power outages and other grid disturbances, reduce emissions and support sustainability goals compared to traditional resilience solutions, such as diesel.

We have established a proven land-and-expand strategy in this end market, beginning with initial pilot installations that demonstrate reliability, value and ease of integration and subsequently scaling those relationships into broader regional and state-wide deployments. For example, with several multi-site customers—including Walmart and H-E-B—we initially deployed pilot power systems at a limited number of locations before expanding to multiple sites region- and state-wide. From 2019 through 2025, we increased our deployed operating assets at Walmart by 26 times to over 130 locations, and, from 2017 through 2025, we increased our deployed operating assets at H-E-B by six times to over 240 locations. We are proud to support our customers' growth with a multi-purpose asset that not only supports reliable operation but also provides meaningful energy value across their portfolios through the reduction in the cost of power and potential for additional revenue.

As of March 31, 2026, we support 8 distribution centers and hundreds of retail sites and provide our C&I customers with a comprehensive service offering, including site selection, permitting, ESI, O&M and asset management.

Customer Case Studies

The examples below illustrate how customers have used our power systems and services across a range of applications. The selected case studies include data center, utility and C&I environments and reflect real-world deployments at scale. Together, they demonstrate how customers have achieved faster deployment timelines, improved reliability and resiliency, enhanced grid stability, cost efficiency and solutions tailored to their specific operational needs.

Speed-to-Power and Grid Stability: Meta and El Paso Electric. As part of Meta Platforms' $10 billion investment in AI data center capacity in El Paso, Texas, we are partnering with El Paso Electric ("EPE") to provide 366 MW of onsite generating capacity (the "McCloud Generation Facility") that enables Meta to accelerate the commissioning and operation of a portion of their planned data center while EPE constructs the McCloud East substation. The McCloud Generation Facility will comprise 163 modular RockBlocks with an initial commercial operation date targeted for mid-2027 to provide multiple years of concurrently maintainable, high reliability bridge power to support Meta's data center development. Once the McCloud East substation is energized by EPE, all energy consumed by Meta will be delivered from this substation, and the McCloud Generation Facility is slated to change its operation to be a grid-tied dispatchable generation facility, subject to customary regulatory review, to support overall load growth and reliability of the EPE system.

Grid Stability/Affordability: Regulated Utility. Utilities leverage our distributed power generation assets to address rate pressure, grid stability, reliability and emergency backup, and capacity constraints and demand response. We are partnering with a regional electric utility that is working to serve a data center campus targeting a total compute capacity of over 1 GW. Due to our dispatchable, cost-effective capacity that helps utilities avoid costly infrastructure upgrades, in October 2025, we signed a generator purchase agreement with this regional electric utility to provide a total of 813 generators and 366 MW of generation, representing $290 million in revenue. Our power system will operate as a front-of-the-meter power plant, providing prime power until a new substation can be completed. Once the site has firm utility power, the ERock power system is expected to transition to serve as peaking capacity for the regional electric utility, strengthening grid flexibility and reliability.

Cleaner Resiliency and Grid Flexibility: Microsoft. Our distributed power system project with Microsoft Corporation in San Jose, California is engineered to deliver 63 MW of high-availability resiliency for data center operations while also providing grid stabilization services to CAISO during periods of reduced reserve margins. Through extensive testing and engineering work, our RockBlock outperformed Microsoft's rigorous standards for transient response, allowing us to serve as a resiliency solution for their data center. We expect to begin delivering generators to the Microsoft site in the second half of 2026. Once operational, this power system will be capable of dispatching power with less than 15 minutes' notice by transitioning the data center's electricity imports from the grid to zero, thereby freeing capacity to support the grid. As the power system operates on a consistent supply of natural gas, we expect to perform these Grid Support Events, subject to customer operating requirements and applicable regulatory, interconnection and market constraints. In addition, through the use of renewable natural gas offsets, the onsite power operation is designed to achieve a net-zero carbon profile.

Speed-to-Power: Wistron. Wistron, a manufacturer of AI servers for hyperscalers such as Meta and Google, is under pressure to deliver AI computing power on compressed timelines to support the rapid growth of AI computing. We were uniquely positioned as a flexible, low-emissions solution that could meet both the rapid timeline and local permitting requirements for their 24/7 operations, and in May 2025, we signed a generator purchase agreement with Wistron to provide 21 generators and approximately 10 MW of bridge power generation. The ERock power system will act as a crucial provider of operational continuity.

Resilience: Walmart and H-E-B. Our power systems are designed for continuous, fault-tolerant operation, deliver reliable power when the grid is not available and are trusted by blue-chip clients to provide backup power with lower emissions and noise than diesel alternatives. The resiliency of our power systems enables customer success and growth, and is particularly important for large C&I customers such as Walmart and H-E-B. Since 2016, we have delivered over 1,000 generators and over 450 MW to these customers. Our full-service, reliable power offering that can be sited in small footprints and emissions-sensitive communities make our offerings a compelling solution for C&I customers.

White Label Utility Partnership: Entergy. We have partnered with Entergy Corporation under a white label program to provide generation equipment, ESI services and O&M services with significant additional potential pipeline opportunities for a growing portfolio of Entergy's C&I customers participating in its Power Through resiliency services program. Through this partnership, we support hospitals, industrial operations, data centers,

educational institutions and grocery and distribution centers—by delivering reliable onsite power solutions. Entergy utilizes our distributed generation systems to help meet its resource adequacy requirements and incorporates them into its broader dispatchable resource portfolio.

Contractual Arrangements

Power System Sales Contracts. We supply generators for power generation projects throughout the United States under various equipment purchase agreements. These agreements are typically coupled with installation agreements for services related to our generators. Under our master ESI agreements, we serve as general contractor for the design, construction and commissioning of generators on a fixed-price basis. Title to the generators transfers to the customer upon completion of factory acceptance testing and payment of the applicable milestone amount, and title to any other portion of the project work transfers to the customer upon payment for that portion of the project work. Typically, our affiliate, Enchanted Rock, LLC, will subsequently provide ongoing maintenance and operational services pursuant to separate O&M and asset management contracts. Our ESI agreements are generally structured such that customers pay a percentage of the contract price at execution, additional percentages upon the achievement of specified milestones, such as equipment delivery and installation, substantial completion and the remaining balance upon successful completion of testing and commissioning. Generally, our ESI agreements may be terminated by customers at any time, subject to specified payments, or by us in the event of a customer default or sustained force majeure event.

O&M and Asset Management Contracts. We provide ongoing maintenance and operational services to the large majority of our ESI customers once installation of our power systems is complete. We also maintain service agreements under which we provide maintenance on a 24/7/365 basis. Certain of these agreements have terms of several years, while others extend for more than two decades. Invoices are submitted directly to customers, and compensation typically includes a fixed service fee and, in some cases, a fee based on the financial performance of the power systems, with additional amounts payable on a per-work-order basis. These agreements generally may be terminated by us or our customers upon advance written notice, provided that each party remains responsible for payment or services performed from the notice date through the effective termination date.

Vendor Contracts. In the ordinary course of our business, we purchase engine components and other products necessary for the assembly of our generators, transformers and switchgears. These agreements generally include fixed volume commitments at fixed prices and have multi-year terms. We also enter into agreements with natural gas providers to supply our customers' generators with natural gas and, in such cases, we pass through the costs of such arrangements onto the customer. In addition, in the ordinary course of business we enter into agreements with subcontractors to support the performance of certain of our ESI services. These agreements typically range from one to five years and may only be terminated under certain circumstances such as insolvency, uncured material breach, force majeure, or the supplier's failure to meet its minimum commitments.

Warranties. We generally provide warranties that all work performed and materials provided will be free from defects for a period of 12 months following substantial completion of our generators. In the event defects are identified, we will repair or replace the affected components as necessary. Warranties do not extend to damages resulting from misuse, accident, abuse or negligence. We also offer customers the option to buy extended warranties.

Competition

We primarily compete with companies that offer onsite or distributed power generation technologies, including reciprocating engine generators, turbines and fuel cells. In a more limited set of cases, customers will also consider alternatives such as renewable energy generation, battery storage, geothermal energy generation, nuclear energy generation and fuel cells. We believe we compete favorably with such competitors based on our superior bridge, backup and dispatch power applications, rapid deployment, lower total cost of ownership and integrated services platform, which includes differentiated elements such as turn-key original equipment

manufacturer ("OEM"), ESI and O&M services and 24/7 network operations center, market operations and settlement. Customers generally lack a single alternative solution that provides all of these important attributes in one platform. We believe that our economic value proposition will continue to improve as load continues to grow and grids increasingly need dispatchable generation that can operate for long durations. Importantly, our power system solutions are designed to supplement the grid, not compete with or replace the grid, so we generally view utilities and ISOs as partners rather than competitors.

Sources of competition include:

- *Gas reciprocating engines*. Reciprocating internal combustion engines powered by natural gas that generate electricity onsite are widely available and low cost and typically used for backup power, load balancing or combined heat and power applications. Larger engines typically require greater oversizing for N+1 reliability and present emissions and noise challenges that limit their suitability for large-scale, always-on mission-critical loads. We believe we compete favorably with such technology as our power systems are lower cost, faster starting and provide low variation in electrical voltage and frequency using a rich-burn combustion process that eliminates the costly addition of selective catalytic reduction systems for emissions control or battery energy storage for power quality management.
- *Small gas turbines (3-30 MW)*. Small-scale gas turbines operate on carbon-based fuels such as natural gas or diesel and offer high power density but often have slower start times, efficiency losses from altitude and temperature conditions and long procurement and permitting cycles, making them less suited for fast-response distributed applications requiring modular scalability. Such turbines also often require greater equipment redundancy to achieve comparable availability for large data-center and other mission-critical customers. We believe we compete favorably with such technology as our power systems provide faster starting, better voltage and frequency management, and do not require high pressure fuel supply for operations, which enables faster construction cycles since distribution pressure gas are more common near customer facilities.
- *Traditional backup equipment*. Traditional backup systems, such as diesel generators, are common for serving customers during grid outages, but face increasingly restrictive emissions limits, fuel supply-chain vulnerabilities during disasters and provide limited to no economic value outside rare outage events. We believe we compete favorably with such technology as our power systems provide multiple value stream including backup and grid stabilization services and match technical performance of diesel backup generation without the noise, emissions, and vulnerability to over the road fuel deliveries during emergencies.
- *Commercially available fuel cells*. There are a variety of commercially available fuel cells capable of providing energy storage as a power source, including proton exchange membrane fuel cells, molten carbonate fuel cells, phosphoric acid fuel cells and solid oxide fuel cells. Commercial fuel cells can offer low-emission baseload power but typically involve higher capital expenditures, limited transient response, and significant ongoing maintenance costs, reducing their suitability for large-scale resiliency or fast-response dispatch applications. We believe we compete favorably with such technology as our power systems are lower cost, have higher power density to reduce space requirements, are fast starting and can ramp to follow loads, while maintaining low variability in voltage and frequency.
- *Combined-cycle plants*. Combined-cycle facilities use both gas and steam turbines to increase total electrical output from the same fuel input. While efficient at utility scale, these plants are not designed for onsite resiliency, rapid deployment or customer-specific load support. Accordingly, these plants achieve high fuel efficiency but are large, long-dated utility assets that do not address customer-level resiliency, speed-to-power or behind-the-meter load support needs. We believe we compete favorably with such technology as our power systems can deploy much faster in 18-24 months and can provide much faster starting operation to meet backup power requirements and support grid emergencies.
- *Traditional co-generation systems*. These systems deliver a combination of electric power and heat and are optimized for facilities with constant thermal loads and therefore struggle to provide flexible, high-

availability electric capacity required for data center and industrial customers. We believe we compete favorably with such technology as our power systems are designed to provide grid stability and backup services sized to meet the electrical requirements of the customer, without the added cost and requirements of thermal heat recovery and distribution.

- *Utility scale simple cycle gas turbines*. These very large turbines are designed to serve the ISO or the broader grid rather than individual customer facilities and cannot address customer-specific reliability, speed-to-power requirements or transmission and distribution cost avoidance opportunities. We believe we compete favorably with such technology as our power systems are modular for faster deployment and can be located at or behind the customer meter to provide the same grid stabilization services, but with faster start times and without the dependency on grid interconnection queues, and the resulting grid upgrade costs.
- *Battery storage*. There are a variety of commercially available energy storage solution products capable of providing energy storage as a power source. Battery storage is effective for short-duration time shifting of loads but cannot cost-effectively deliver multi-hour to multi-day firm capacity or support large loads during extended outages or grid emergencies without substantial and expensive oversizing and the resulting space requirements. We believe we compete favorably with such technology as our power systems provide fast start energy generation without duration limits due to continuous fuel supply from the underground gas pipelines network.
- *Alternative power generation.* We also compete with producers of renewable power combined with battery storage solutions, geothermal power solutions, and emerging modular nuclear power solutions. Such alternative generation technologies face constraints such as intermittency, specialized siting requirements, or long development timelines, making them less able to meet near-term onsite resiliency and speed-to-power needs. We believe we compete favorably with such technology, and in some cases can supplement existing operations, as our power systems can provide firm, dispatchable capacity that matches the full load requirements of our customers and require much less space.

Our key competitors include other distributed energy generation system vendors such as Bloom Energy Corporation, Caterpillar Inc., Cummins Inc., GE Vernova Inc., Generac Holdings Inc., INNIO, PowerSecure, Siemens AG, Volta Grid LLC and Wärtsilä Corporation. Battery companies such as Fluence Energy, Inc. and Tesla, Inc. also provide systems that may act as a limited replacement for our systems and also have energy management software. Some of our current and potential competitors have longer operating histories and greater financial, technical, marketing and other resources than we do. These factors may allow our competitors to respond more quickly or efficiently than we can to new or emerging technologies. These competitors may engage in more extensive research and development efforts, undertake more far-reaching marketing campaigns and adopt more aggressive pricing policies, which may allow them to more effectively compete for new power system projects.

Research and Development

To maintain our competitive edge, we are advancing a robust R&D pipeline designed to enhance core generator and software technology offering and expand into new energy solutions that meet evolving customer needs. Our roadmap builds on the success of our RockBlock systems, with the goal of delivering greater reliability, simplified installation and improved operational flexibility, integration with other onsite energy technologies, such as battery energy storage systems, as well as additional, complementary products. A key focus is the continued evolution of Granite, with the goal of delivering higher reliability through predictive diagnostics, preventive maintenance, lowered cost and dynamic integration of distributed assets into a unified system. These innovations are intended to allow customers to optimize performance, reduce operating costs, and accelerate deployment timelines, while positioning ERock as a leader in scalable, intelligent power solutions for the future.

Intellectual Property

We rely on patents, trade secrets, copyrights and other forms of intellectual property protection, both internally developed and acquired, in order to maintain a competitive advantage and protect our freedom to operate. Our products are manufactured, marketed and sold using a portfolio of patents, trade secrets, copyrights and other forms of intellectual property, some of which have statutorily limited terms and will expire in the future. We seek to develop and acquire new intellectual property on an ongoing basis. Based on the broad scope of our product lines, we believe that the loss or expiration of any single intellectual property right would not have a material effect on our consolidated financial statements.

As of December 31, 2025, a majority of our intellectual property consists of proprietary know-how, processes and other confidential information that we protect primarily as trade secrets using contractual confidentiality obligations. We own one issued patent covering our generator in the United States that will expire in 2036, and we own a similar patent in 16 other national jurisdictions. As of December 31, 2025, we own 61 registered trademarks and 20 applied-for trademark applications, for which certain rights are dependent on the registration of the trademark by the U.S. Patent and Trademark Office or other applicable national or regional trademark authority. As of December 31, 2025, we own several registered domain names, with the primary registered domain name used in our business being for our website, *www.erock.com*. The reference to our website is an inactive textual reference only and information contained therein or connected thereto is not incorporated into this prospectus or the registration statement of which it forms a part.

Properties and Facilities

Our corporate headquarters is located in Houston, Texas, and occupies approximately 29,500 square feet of space. Our current lease for the corporate headquarters expires in July 2027. We also lease our Titan and Hyperion assembly facilities. Together, these facilities comprise approximately 520,000 square feet of space. Our current lease for our Titan facility expires in May 2030. Our current lease for our Hyperion facility expires in August 2033. We believe our facilities are adequate to support our business for at least the next twelve months.

Supply Chain

We have multiple sources for many of the components necessary to assemble our power systems. Many of the key components and materials, including a large percentage of power electronics and controls system components, are commercially available. In some cases, we have entered into long-term supply agreements with suppliers based on our forecasted inventory demand. All of our suppliers must undergo a rigorous qualification process, and we continually evaluate additional suppliers to increase supply chain diversity. We are investing in new generator assembly capacity and diversifying our supply chain to support growth, improve margins and support product availability.

Permits and Approvals

Each of our installations or customer installations must be designed, constructed, and operated in compliance with applicable federal, state, and local regulations, codes, standards, guidelines, policies, and laws. To install and operate our power systems, we, our customers, or our partners, as applicable, are required to obtain applicable permits and approvals from local authorities having jurisdiction to install energy storage products and to interconnect the products with the local electrical utility.

Government Regulation

Although we are not regulated as a utility, federal, state and local government statutes and regulations concerning electricity and natural gas heavily influence the market for our product and services. These statutes

and regulations often relate to electricity and natural gas pricing, utility service rates, net metering, incentives, taxation, competition with utilities and the interconnection of customer-owned electricity generation. In the United States, governments continuously modify these statutes and regulations. Governments, often acting through state utility or public service commissions, change and adopt different utility service rates for commercial customers on a regular basis. These changes could affect our ability to deliver cost savings to future customers for the purchase of electricity.

Our power systems require interconnection agreements from the applicable local natural gas utilities in order to operate. In almost all cases, interconnection agreements are standard form agreements that have been pre-approved by the local public utility commission or other regulatory body with jurisdiction over interconnection agreements. As such, no additional regulatory approvals are typically required once interconnection agreements are signed.

For further information on government regulation-related risks, see "Risk Factors—Risks Related to Laws, Regulations and Other Legal Matters."

Environmental and Occupational Health and Safety Regulations

Our operations and facilities are subject to a comprehensive and complex framework of federal, state, local and foreign environmental laws and regulations that govern, among other things, discharges of pollutants into the air and water, the generation, handling, storage and disposal of hazardous materials and wastes and the investigation and remediation of certain materials, substances and wastes. Some environmental laws and regulations may require that we investigate and remediate the effects of the release or disposal of materials at sites associated with both past and present operations. Various governmental agencies promulgate and enforce regulatory schemes to enforce these laws, compliance with which can be costly. In addition, many activities are subject to stringent reporting and permitting requirements. Failure to comply with these laws or regulations or to obtain or comply with permits under such legal and regulatory schemes may result in the assessment of sanctions, including administrative penalties, civil penalties, criminal prosecution, imposition of investigatory, remedial or corrective actions, the required incurrence of capital expenditures, the occurrence of restrictions, delays or cancellations in the permitting, operation, development or expansion of projects and the imposition of orders or injunctions to prohibit or restrict certain activities or force future compliance. We are committed to obtaining all necessary permits, monitoring our business's environmental performance and to the health and safety of our employees. As such, we seek to operate our business in substantial compliance with all applicable environmental laws and regulations.

Our operations are subject to stringent and complex federal, state and local laws, and regulations governing the occupational health and safety of our employees and wage regulations. For example, we are subject to the requirements of the federal Occupational Safety and Health Act, as amended, and comparable state laws that protect and regulate employee health and safety.

Based upon consideration of currently available information, we believe liabilities for environmental and health and safety matters will not have a material adverse impact on our consolidated financial statements, but we cannot assure that such liabilities may not arise in the future. For further information on environmental-related risks, including climate change, and health and safety-related risks, see "Risk Factors—Risks Related to Laws, Regulations and Other Legal Matters."

Operating Risks and Insurance

Our operations are subject to various hazards, including those inherent in the assembly, installation, operation and maintenance of distributed power systems. Such risks include damage to natural gas pipelines, our power systems, or related equipment or infrastructure; fires, ruptures, earthquakes and explosions and other hazards that could also result in personal injury and loss of life, property damage, pollution and suspension of

operations. In addition, our generator units in our power systems are considered high energy systems because they consume natural gas and may operate up to 480 volts. High-voltage electricity poses potential shock hazards, while natural gas, associated with use of our power systems, is flammable and therefore is a potentially dangerous fuel capable of causing fires and other harm. There can be no assurance that our products will continue to be certified to meet certain design and safety standards, and if our equipment is not properly handled or if there are undiscovered issues with our equipment, there could be system failure and resulting damage, injury, death or liability.

We maintain insurance against civil liabilities relating to personal injuries to third parties, for loss of or damage to property, for business interruptions and for certain environmental matters, that provides coverage, subject to the applicable coverage limits, deductibles and retentions, and exclusions, that we believe are appropriate upon terms and conditions and for premiums that we consider fair and reasonable in the circumstances. There can be no assurance that we will not incur losses beyond the limits of or outside the coverage of our insurance.

Seasonality

Our operations are not subject to significant seasonal variation in demand or supply.

Employees

Our employees are a critical asset and are key to our innovative culture and overall success. We are focused on building upon our high-performance culture by attracting, engaging, developing, retaining and rewarding top talent. We strive to enhance the economic and social well-being of our employees. We are committed to providing a welcoming, inclusive environment for our workforce, with training and career development opportunities to enable employees to thrive and achieve their career goals.

As of May 1, 2026, we have approximately 440 employees, none of whom are represented by labor unions or subject to collective bargaining agreements. To meet accelerating demand, we expect to hire additional employees over the next 12 months, with a significant portion expected to be located in O&M services.

Health and Safety

We believe our corporate culture plays a significant role in our ability to consistently deliver efficient and reliable service to our customers, as well as our ability to attract and retain high quality personnel. Safety is a focus for our operations, and we have a proven track record in safety with average TRIR of 0.93 for the years ended December 31, 2025, 2024 and 2023. We conduct weekly company-wide safety meetings and biweekly safety trainings in addition to other additional ad hoc safety trainings. We also have a designated safety leader responsible for advancing our culture of safety.

Employee Welfare and Development

We provide employees the option to participate in health and welfare plans, including medical, dental, life, accidental death and dismemberment and short-term and long-term disability insurance plans. We also offer a number of health and wellness programs, including telemedicine, health screens and fitness reimbursement as well as access to the Employee Assistance Program which provides employees and their family members access to professional providers to help navigate challenging life events 24 hours a day/365 days a year.

Legal Proceedings

We are from time to time involved in other various claims, litigation matters, contract negotiations and disputes, and we anticipate that we will be involved in such matters from time to time in the future. The operating

hazards inherent in our business expose us to claims and litigation, including personal injury litigation, environmental litigation, contractual litigation with customers, intellectual property litigation, tax or securities litigation and administrative actions by regulatory agencies. Risks associated with litigation include potential negative outcomes, the costs associated with asserting our claims or defending such lawsuits, and the diversion of management's attention to these matters. We may also be subject to significant legal costs in defending these actions, which we may or may not be able to recoup depending on the results of such claim. While many of these matters involve inherent uncertainty, we believe that the amount of the liability, if any, ultimately incurred with respect to current proceedings or claims will not have a material adverse effect on our consolidated financial position as a whole or on our liquidity, capital resources or future annual results of operations.

MANAGEMENT

The following table sets forth certain information as of June 1, 2026 regarding individuals who are expected to serve as our executive officers and directors upon the completion of this offering.

Name	Age	Position
John Carrington	60	Chief Executive Officer and Director
Corey Amthor	59	President
Ian Blakely	49	Chief Financial Officer
Paul Froutan	51	Chief Operating Officer
Davis Zapffe	38	General Counsel and Secretary
Non-Employee Director Nominees:		
Charles Boynton	58	Director Nominee
Dan Brouillette	63	Director Nominee
Hans Kobler	60	Director Nominee
Lindsay Luger	45	Director Nominee
Mark Patterson	65	Director Nominee
Sameer Reddy	42	Director Nominee
Tony Satterthwaite	65	Director Nominee

Our Executive Officers and Director

John Carrington has served as Chief Executive Officer of ER Holdings since November 2025 and as Chairman of the ER Holdings board of managers since June 2025. Mr. Carrington has served as Chief Executive Officer and a director of ERock, Inc. since January 2026. Previously, from December 2013 through December 2024, Mr. Carrington served as Chief Executive Officer and a member of the board of directors of Stem, Inc., a NYSE-listed provider of AI-driven clean energy software and services. Prior to joining Stem, Mr. Carrington served as Chief Executive Officer of MiaSolé, Inc., a manufacturer of thin-film photovoltaic solar panels, through its sale to Hanergy in December 2012. Earlier in his career, Mr. Carrington worked at First Solar and spent over 16 years at General Electric Company, where he held leadership roles across product management, manufacturing, sales and international operations, including four years leading commercial and marketing activities in Japan. Mr. Carrington holds a Bachelor of Arts in Marketing and Economics from the University of Colorado, Boulder.

Mr. Carrington is qualified to serve on our board of directors due to his extensive executive leadership experience in the energy and infrastructure sectors and his experience leading companies through periods of rapid growth and transformation.

Corey Amthor has served on the ER Holdings board of managers since November 2014 and as ER Holdings' President since March 2020. Mr. Amthor has served as President of ERock, Inc. since January 2026. Mr. Amthor also served as ER Holdings' interim Chief Executive Officer from June 2025 to December 2025 and as its Chief Financial Officer from June 2024 to June 2025. Prior to joining ER Holdings in 2014, Mr. Amthor held senior roles at Calpine, ConAgra, DuPont/Conoco, and Statoil. Mr. Amthor holds a Bachelor of Science in Agricultural Economics and an MBA from the University of Missouri.

Ian Blakely has served as ER Holdings' Chief Financial Officer since June 2025, a role he previously held from October 2014 to April 2020. Mr. Blakely has served as Chief Financial Officer of ERock, Inc. since January 2026. Since joining ER Holdings in 2015, Mr. Blakely has held roles of increasing responsibility, including serving as ER Holdings' Chief Strategy Officer from May 2022 to June 2025 and as Chief Technology Officer and

Executive Vice President of Asset Management from April 2020 to May 2022. Before joining the Company, Mr. Blakely worked with venture capital and private equity funds specializing in energy, supporting teams in developing, commercializing and scaling technology businesses. Mr. Blakely holds a Bachelor of Science in Economics from Duke University and an MBA from MIT's Sloan School of Management.

Paul Froutan has served as ER Holdings' Chief Operating Officer since February 2024 and on the ER Holdings board of managers since May 2025. Mr. Froutan has served as Chief Operating Officer of ERock, Inc. since January 2026. From May 2022 to February 2024, he served as ER Holdings' Chief Technology Officer. Prior to joining ER Holdings, Mr. Froutan served as Chief Financial Officer at Xenex Disinfection Services, a San Antonio, Texas-based developer and provider of ultraviolet light-based disinfection technologies for healthcare and other commercial environments, from January 2012 to September 2021. At Xenex, he also held the position of Chief Operating Officer from January 2012 to September 2020. Before Xenex, Mr. Froutan led Google's Global Data Center Operations, overseeing the design, construction, and management of its worldwide data centers and server infrastructure. Mr. Froutan holds a Bachelor of Science in Mechanical Engineering and an MBA from the University of Texas at Austin.

Davis Zapffe has served as ER Holdings' General Counsel and Secretary since May 2025 and as General Counsel and Secretary of ERock, Inc. since January 2026. From March 2024 to November 2024, he served as General Counsel of Arkon Energy, a digital infrastructure company, where he led all legal aspects of corporate transactions, including regulatory and governance functions. From August 2021 to November 2023, he served as the General Counsel of Argo Blockchain, a bitcoin mining and technology company, where he played a leading role in that company's successful initial public offering on the Nasdaq and managed all of the company's legal, regulatory and corporate governance functions. From September 2017 to September 2021, he served as Senior Counsel at Oasis Petroleum, a hydrocarbon exploration and hydraulic fracturing company, where he advised on energy development, midstream, upstream, and oil and gas legal matters. Mr. Zapffe began his legal career as an Associate Attorney at Vinson & Elkins LLP. Mr. Zapffe holds a Bachelor of Science in Electrical Engineering from the University of Texas at Austin and a Juris Doctor from the University of Houston.

Non-Employee Director Nominees

Charles Boynton is expected to serve as one of our directors upon completion of this offering. He has served as Chief Financial Officer of Nextpower Inc. (Nasdaq: NXT, and formerly known as Nextracker Inc.), a leading provider of intelligent power generation technology and solutions for solar power plants, since May 2024. Prior to his appointment, Mr. Boynton served on Nextpower's board of directors, where he served as chair of the audit committee, from February of 2023 until March 2024. Mr. Boynton has more than 30 years of finance and accounting experience, as well as significant experience in the solar industry. Prior to joining Nextpower, Mr. Boynton served as the Chief Financial Officer at Logitech, a global provider of personal computer and mobile accessories from February 2023 to May 2024. He also served as Executive Vice President and Chief Financial Officer at Poly, a global provider of premium audio, video, and collaboration products and software from March 2019 until its acquisition by HP Inc. in October 2022. From June 2010 to July 2018, Mr. Boynton served as Executive Vice President and Chief Financial Officer of SunPower Corporation, a U.S. solar technology and services provider, and from June 2015 to June 2018, he served as the Chief Executive Officer of 8point3 Energy Partners, a U.S. growth-oriented solar energy partnership. Prior to 8point3, he served as the Chief Financial Officer of other public and private companies. Mr. Boynton holds a Bachelor of Science degree in Accounting from the Kelley School of Business at Indiana University, Bloomington and an MBA in Finance and International Business from the Northwestern University Kellogg School of Management.

Mr. Boynton is qualified to serve on our board of directors due to his experience in finance and accounting leadership, including serving as Chief Financial Officer of multiple public technology and solar energy companies and Chief Executive Officer of a publicly traded renewable energy partnership.

Dan Brouillette has served as a member of the ER Holdings board of managers since June 2025 and is expected to serve as one of our directors upon completion of this offering. He currently serves as Partner and

Co-Chair of the Torridon Group, a strategic advisory firm based in Washington, D.C. From October 2023 to January 2025, he served as Chief Executive Officer and President of the Edison Electric Institute, a trade association representing investor-owned electric utility companies. From January 2021 to October 2023, he served as President of Sempra Infrastructure, a multinational firm specializing in the construction and operation of liquefied natural gas (LNG) export terminals, pipeline networks, and renewable electricity generation facilities. Mr. Brouillette served as the 15th United States Secretary of Energy from December 2019 to January 2021 and previously served as Deputy Secretary of Energy from 2017 to 2019. Prior to his government service, Mr. Brouillette spent more than a decade working as a C-suite executive at the United States Automobile Association and Ford Motor Company. Mr. Brouillette holds a Bachelor of Science degree in Economics from the University of Maryland, an MBA from Tulane University and an MA in Intelligence and National Security from The Citadel.

Mr. Brouillette is qualified to serve on our board of directors due to his leadership experience in energy policy and infrastructure and his understanding of regulatory and power-market dynamics.

Hans Kobler has served as a member of the ER Holdings board of managers since December 2024 and is expected to serve as one of our directors upon completion of this offering. He has served as Founder and a Managing Partner of Energy Impact Partners LP ("EIP"), a global investment firm focused on energy transition technologies and our Sponsor, since June 2014. Mr. Kobler is a 25-year veteran of energy and climate technology investing. He started his career as a management consultant at Bain & Company before leading the energy technology group at GE Equity, General Electric's venture capital arm. Mr. Kobler went on to found and serve as Chief Executive Officer of Digital Power Capital, a venture capital fund focused on advanced power technologies. He also built and led ICx Technologies, a leading sensor technology company targeting security, transportation, and energy, which went public on Nasdaq in 2007. Mr. Kobler holds a Master of Aerospace Engineering from the Technical University of Munich, an MBA from the University of Texas at Austin, and attended the INSEAD MBA (SS) program.

Mr. Kobler is qualified to serve on our board of directors due to his experience investing in and scaling energy and infrastructure technologies.

Lindsay Luger is a Co-Founder of EIP, a global investment firm focused on energy transition technologies and our Sponsor, where she has served as Partner since October 2015. Ms. Luger has over a decade of experience investing in energy technology companies and serves on the boards of directors of several EIP portfolio companies. Prior to joining EIP, Ms. Luger served as Vice President of Digital Power Capital from 2012 to 2015 and Vice President of Wexford Capital from 2007 to 2012, where she developed expertise across all aspects of technology investing, including deal sourcing, analysis, due diligence, transaction structuring and portfolio oversight. She holds a Bachelor of Arts in Psychology from Columbia University.

Ms. Luger is qualified to serve on our board of directors due to her extensive experience investing in technology companies focused on energy, power and sustainability.

Mark Patterson has served as a member of the ER Holdings board of managers since June 2025 and is expected to serve as one of our directors upon completion of this offering. He is a former investment banker and seasoned board director who has served as President of his own advisory firm, MRP Holdings LLC, since 2009. Mr. Patterson also currently serves as a Senior Advisor at Rockefeller Capital Management. He previously held senior leadership roles at Merrill Lynch, including Managing Director and Global Head of Real Estate Investment Banking, and Citigroup, where he served as Global Head of Real Estate Investment Banking. Mr. Patterson currently serves on the board of directors of Digital Realty Trust, Inc. (NYSE: DLR), Americold Realty Trust, Inc. (NYSE: COLD) and UDR, Inc. (NYSE: UDR). He served on the board of directors of Paramount Group, Inc. (formerly listed on the NYSE) from May 2018 until its acquisition in December 2025. He holds a Bachelor of Business Administration from the College of William and Mary and an MBA from the Darden School of Business at the University of Virginia.

Mr. Patterson is qualified to serve on our board of directors due to his extensive experience in investment banking, capital raising, mergers and acquisitions and real estate investment, as well as his significant public company board and advisory experience.

Sameer Reddy has served as a member of the ER Holdings board of managers since 2017 and is expected to serve as one of our directors upon completion of this offering. He is a Partner at EIP, a global investment firm focused on energy transition technologies and our Sponsor, which he joined in December 2015. In January 2022, Mr. Reddy was elevated to Managing Partner of EIP. Mr. Reddy has over 15 years of experience in energy transition and climate technology. He oversees the Energy Impact Fund's Flagship strategy. Prior to EIP, Mr. Reddy spent five years at Evercore, where he advised clients on M&A transactions, and three years at GE Capital's energy venture capital group focusing on industrial and clean tech investing. Mr. Reddy has a dual degree in Finance and Economics from the University of Florida.

Mr. Reddy is qualified to serve on our board of directors due to his experience investing in energy transition technologies and advising on power and infrastructure transactions.

Tony Satterthwaite is expected to serve as one of our directors upon completion of this offering. He is a retired executive who held various roles with Cummins, Inc. from 1998 through 2024, including serving as Senior Vice President responsible for information technology, digital and transformation from August 2022 through September 2024, Vice Chairman from March 2021 to July 2022, and President and Chief Operating Officer from October 2019 to March 2021. He previously served as President of each of Cummins's Distribution and Power Generation businesses units. Mr. Satterthwaite has extensive experience in global industrial technology manufacturing and power generation, including senior leadership roles overseeing large-scale operations and technology-driven businesses. Mr. Satterthwaite currently serves on the board of directors of Amprius Technologies, Inc. (NYSE: AMPX) and The Chemours Company (NYSE: CC), where he is chair of the compensation and leadership development committee. He previously served on the board of directors of IDEX Corporation (NYSE: IEX) from 2011 to 2025, where he was chair of the compensation committee from 2015 to 2022, and Atmus Filtration Technologies Inc. (NYSE: ATMU) from 2022 to 2024. Mr. Satterthwaite holds a Bachelor of Science in Civil Engineering from Cornell University and an MBA from Stanford University.

Mr. Satterthwaite is qualified to serve on our board of directors due to his extensive senior leadership experience in global industrial technology manufacturing and power generation as well as his significant public company board experience.

Family Relationships

No family relationships exist by or among our executive officers, directors and director nominees.

Arrangements between Officers and Directors

There is no arrangement or understanding between any of our executive officers, directors, or director nominees and any other person pursuant to which such person was selected to serve as an executive officer or director.

Composition of Our Board

Upon the consummation of the offering, our board of directors will consist of eight directors. In accordance with our certificate of incorporation and bylaws, the number of directors on our board of directors will be determined from time to time by our board of directors.

Our certificate of incorporation will provide that our board of directors will be divided into three classes of directors, with staggered three-year terms. As a result, approximately one-third of our board of directors will be

elected each year. During such time as our board of directors is classified, our certificate of incorporation and bylaws will provide that any director may only be removed for cause and only by the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote on the election of directors, voting together as a single class. In addition, vacancies shall be filled solely by the affirmative vote of a majority of the total number of directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders.

Director Independence

Our board of directors has determined that each of Mr. Boynton, Mr. Brouillette, Mr. Kobler, Ms. Luger, Mr. Patterson, Mr. Reddy and Mr. Satterthwaite is independent within the meaning of the listing standards of the NYSE.

Board Leadership Structure

We do not have a policy regarding whether the role of the chairperson of our board of directors and chief executive officer should be separate or combined, and our board of directors believes that we should maintain the flexibility to select the chairperson and chief executive officer and reorganize the leadership structure, from time to time, based on criteria that are in our best interests and the best interests of our stockholders. In connection with the completion of this offering, Mr. Kobler is expected to serve as chairperson of our board of directors.

Role of our Board in Risk Oversight

We face a number of risks, including those described under the section titled "Risk Factors" included elsewhere in this prospectus. Our board of directors believes that risk management is an important part of establishing, updating and executing on our business strategy. Our board of directors, as a whole and at the committee level, has oversight responsibility relating to risks that could affect our corporate strategy, business objectives, compliance, operations and financial condition and performance. Our board of directors focuses its oversight on the most significant risks facing us and on its processes to identify, prioritize, assess, manage and mitigate those risks. Our board of directors and its committees receive regular reports from members of our senior management on areas of material risk to us, including strategic, operational, financial, legal and regulatory risks. While our board of directors has an oversight role, management is principally tasked with direct responsibility for management and assessment of risks and the implementation of processes and controls to mitigate their effects on us.

Board Committees

In connection with the completion of this offering, our board of directors will establish an audit committee, a compensation committee and a nominating and corporate governance committee. These committees will be governed by their charters that will be available on our website at *www.erock.com*. Pursuant to our bylaws, our board of directors may, from time to time, establish other committees to facilitate the management of our business and operations. Information contained on our website or linked therein or otherwise connected thereto does not constitute part of nor is it incorporated by reference into this prospectus or the registration statement of which this prospectus forms a part.

Audit Committee

The primary responsibilities of our audit committee will include, among other things:

- assisting our board of directors in its oversight responsibilities regarding the integrity of our financial statements, our compliance with legal and regulatory requirements, the independent accountant's qualifications and independence and our accounting and financial reporting processes of and the audits of our financial statements;

- preparing the report required by the SEC for inclusion in our annual proxy or information statement;
- approving audit and non-audit services to be performed by the independent accountants; and
- performing such other functions as our board of directors may from time to time assign to the audit committee.

Upon the completion of this offering, Mr. Boynton, Mr. Brouillette, Mr. Patterson and Mr. Satterthwaite are expected to be the members of our audit committee. Our board of directors has determined that each of Mr. Boynton, Mr. Brouillette and Mr. Patterson qualifies as an "audit committee financial expert" as such term is defined under the rules of the SEC implementing Section 407 of the Sarbanes-Oxley Act and that each of Mr. Boynton, Mr. Brouillette, Mr. Patterson and Mr. Satterthwaite qualifies as an independent director for purposes of Rule 10A-3 of the Exchange Act and the listing standards of the NYSE. Mr. Boynton is expected to serve as the chair of the audit committee.

Compensation Committee

The primary responsibilities of our compensation committee will include, among other things:

- overseeing the company's overall compensation philosophy, assessing whether it is aligned with the company's business strategy and stockholder interests and establishing appropriate incentives for management and employees;
- reviewing and approving (or recommending to the full board of directors for approving) the compensation and other benefits for executive officers, including reviewing and approving corporate goals and objectives relevant to the compensation of our executive officers, and setting compensation for these officers based on those evaluations (or recommending such compensation to the full board of directors for approving);
- reviewing and recommending to our board of directors for approval the form and amount of compensation for our independent directors; and
- performing such other functions as our board of directors may from time to time assign to the compensation committee.

Upon the completion of this offering, Mr. Boynton, Mr. Kobler and Mr. Patterson are expected to be the members of our compensation committee. Our board of directors has determined that each of Mr. Boynton, Mr. Kobler and Mr. Patterson is independent under the listing standards of the NYSE, including the heightened independence standards applicable to members of a compensation committee. Each of Mr. Boynton and Mr. Patterson is a "non-employee director" as defined in Rule 16b-3 of the Exchange Act. Mr. Patterson is expected to serve as the chair of the compensation committee.

Nominating and Corporate Governance Committee

The primary responsibilities of our nominating and corporate governance committee will include, among other things:

- assisting our board of directors in identifying prospective director nominees and recommending nominees to the board of directors;
- overseeing the evaluation of the board of directors;
- approving and reviewing corporate governance guidelines;
- recommending members for each committee of our board of directors; and
- performing such other functions as our board of directors may from time to time assign to the nominating and corporate governance committee.

Upon the completion of this offering, Mr. Brouillette, Mr. Reddy and Mr. Satterthwaite are expected to be the members of our nominating and corporate governance committee. Mr. Satterthwaite is expected to serve as the chair of the nominating and corporate governance committee.

Compensation Committee Interlocks and Insider Participation

During the last completed fiscal year, we were not a standalone, publicly traded company, and did not have a compensation committee or any other committee serving a similar function. For additional details regarding our executive compensation, see "Executive Compensation."

Code of Business Conduct

In connection with this offering, our board of directors intends to adopt a code of conduct and ethics that establishes the standards of ethical conduct applicable to all our directors, officers and employees. The code will address, among other things, conflicts of interest, corporate opportunities and confidentiality requirements. To the extent required under the listing rules and SEC rules, we intend to disclose future amendments to certain provisions of this code of conduct and ethics, or waivers of such provisions, applicable to any of our executive officers or directors, on our website at *www.erock.com*. Information contained on our website or linked therein or otherwise connected thereto does not constitute part of nor is it incorporated by reference into this prospectus or the registration statement of which this prospectus forms a part.

Corporate Governance Guidelines

In connection with the completion of this offering, we intend to adopt corporate governance guidelines, which will set forth expectations for directors, director qualification standards, committee structure and functions and other policies for the governance of our company. A copy of our corporate governance guidelines will be posted on our website at *www.erock.com*. Information contained on our website or linked therein or otherwise connected thereto does not constitute part of, nor is it incorporated by reference into, this prospectus or the registration statement of which this prospectus forms a part.

EXECUTIVE COMPENSATION

Overview

As an "emerging growth company," within the meaning of the Securities Act, for purposes of the SEC's executive compensation disclosure rules, we have opted to comply with the executive compensation disclosure rules applicable to "emerging growth companies." In accordance with such rules, we are required to provide a Summary Compensation Table and an Outstanding Equity Awards at Fiscal Year-End Table, as well as specified narrative disclosures regarding executive compensation for our last completed fiscal year. This section provides an overview of the material components of our executive compensation program for the following named executive officers (collectively, our "NEOs") during the fiscal year ended December 31, 2025.

Name	Positions
John Carrington[1]	Chief Executive Officer, Director
Corey Amthor[1]	President, Director, Former Chief Executive Officer
Ian Blakely	Chief Financial Officer
Paul Froutan	Chief Operating Officer, Director
Thomas McAndrew[1]	Advisor to Chief Executive Officer, Director, Former Chief Executive Officer

(1) Mr. McAndrew served as Chief Executive Officer until June 2, 2025, following which he continued to serve as an advisor to the Chief Executive Officer and a director on the ER Holdings board of managers. Mr. Amthor served as Chief Executive Officer from June 3, 2025 until December 8, 2025, following which he continued to serve as a director on the ER Holdings board of managers, and Mr. Carrington has served as Chief Executive Officer since November 26, 2025.

Summary Compensation Table

The following table presents information regarding the total compensation awarded to, earned by, or paid to the NEOs for the fiscal year ended December 31, 2025.

Name and Principal Position	Year	Salary ($)	Bonus ($)[1]	Stock Awards ($)[2]	Non-Equity Incentive Plan Compensation ($)[3]	All Other Compensation ($)[4]	Total Compensation ($)
John Carrington Chief Executive Officer	2025	47,918	100,000	2,997,386	—	99,996	3,245,300
Corey Amthor President	2025	295,833	112,500	1,113,004	—	11,250	1,532,588
Ian Blakely Chief Financial Officer	2025	270,792	112,500	405,017	—	8,967	797,276
Paul Froutan Chief Operating Officer	2025	295,833	112,500	392,904	—	11,250	812,488
Thomas McAndrew[5] Advisor to Chief Executive Officer	2025	331,250	293,708	—	197,458	—	822,416

(1) Amounts reported in this column represent the bonuses paid to the NEOs for 2025 upon the Debt Repayment, as defined and described under the "Annual Bonus" section below.

(2) Amounts reported in this column represent the aggregate grant date fair value of the Compensatory Units granted during 2025, as further described under the "Equity Compensation" section below, calculated in accordance with FASB ASC Topic 718, disregarding the effect of estimated forfeitures. For additional information regarding the assumptions underlying this calculation please read Note 14—Stock-Based Compensation, to our consolidated financial statements for the year ended December 31, 2025. During 2025, in order to preserve the retention and incentive value of previously granted Compensatory Units, ER

Holdings adjusted the Threshold Amounts (as defined below) of certain outstanding Compensatory Units, including certain units held by Messrs. Amthor, Blakely, and Froutan. Thus, for such NEOs, amounts reported in this column also include $16,644 for Mr. Amthor, $8,897 for Mr. Blakely, and $146,003 for Mr. Froutan reflecting the incremental fair value of such historic grants as of the applicable modification date.

(3) Amount reported in this column for Mr. McAndrew reflects commission payments earned by him pursuant to his employment agreement, as further described under the "Employment Agreements" section below.

(4) Amounts reported in this column reflect (i) for Mr. Carrington, $99,996 in director cash fees paid to him for services as a director of the Company prior to his appointment as Chief Executive Officer, and (ii) for Messrs. Amthor, Blakely, and Froutan, employer contributions to the ER Management (as defined below) 401(k) plan. During 2025, Mr. Carrington also received company-paid travel from his residence to the Company's Texas offices, and the aggregate amount of such reimbursements was less than $10,000. ER Management also pays 100% of the premiums for Mr. McAndrew's coverage under ER Management's health and other insurance plans and the amount of such premiums which are in excess of the amount paid for other active employees is less than $10,000. No other NEOs received any additional compensation during 2025 for services as a director on the ER Holdings board of managers.

(5) Mr. McAndrew served as Chief Executive Officer until June 2, 2025, following which he continued to serve as an advisor to the Chief Executive Officer and a director on the ER Holdings board of managers. Amounts reported reflect his compensation as Chief Executive Officer and advisor, and he did not receive any additional compensation during 2025 for services as a director on the ER Holdings board of managers.

Narrative Disclosure to Summary Compensation Table

Base Salary

Each NEO's base salary is a fixed component of compensation for performing specific job duties and functions. The Board generally reviews base salaries on an annual basis, taking into account market compensation rates and the NEO's experience and responsibilities. Mr. Carrington's annual base salary was set in connection with his appointment as Chief Executive Officer at $500,000. Mr. McAndrew's annual base salary was $500,000 in his capacity as Chief Executive Officer and was initially set at $200,000 in connection with his transition to the role of advisor to the Chief Executive Officer.

At the beginning of 2025, annual base salary levels were $400,000 for Mr. Amthor, $339,900 for Mr. Blakely, and $400,000 for Mr. Froutan. In order to prioritize and accelerate ER Holdings' complete repayment of all indebtedness for borrowed money under a specified credit agreement with certain Irradiant Solutions Fund parties (the "Debt Repayment"), in July 2025, such NEOs agreed to reduce their respective base salaries to $200,000 until the Debt Repayment has been achieved, following which each of their base salaries was increased to $350,000. The Debt Repayment was achieved in November of 2025, and thus, the annual base salaries of such NEOs were increased to $350,000 at such time. In accordance with Mr. McAndrew's employment agreement, his base salary was also increased to $275,000 upon the Debt Repayment.

In connection with this offering, the annual base salaries of Messrs. Carrington, Amthor, Blakely, and Froutan are expected to be increased to $600,000, $500,000, $500,000, and $450,000, respectively.

Annual Bonus

ER Holdings (and its subsidiaries) has historically provided annual discretionary bonuses to its executives based on a holistic review of individual and company performance. However, for the year ended December 31, 2025, to prioritize the Debt Repayment, the NEOs did not receive any 2025 annual bonuses. Instead, Messrs. Amthor, Blakely, and Froutan were each eligible to receive a one-time Debt Repayment bonus equal to $18,750 multiplied by the number of calendar months that elapsed from June 1, 2025 through the date of the Debt Repayment, in order for ER Holdings to more efficiently allocate cash flow prior to the Debt Repayment and to off-set the decreases in such NEOs' base salaries during such time. The Debt Repayment occurred in November 2025, and thus, Messrs. Amthor, Blakely, and Froutan each received such Debt Repayment bonuses in the amounts as set forth above in the Summary Compensation Table in the column entitled "Bonus."

Similarly, Mr. Carrington and Mr. McAndrew were also each eligible to receive a cash bonus upon the Debt Repayment pursuant to their respective employment agreements, as further described under the "Employment Agreements" section below. Such NEOs also did not otherwise receive any annual bonuses for 2025.

Equity Compensation

Prior to this offering, our equity incentive program generally consisted of grants of "Compensatory Units" in ER Holdings. The Compensatory Units are intended to qualify as "profits interests" for U.S. income tax purposes. The Compensatory Units are designed to align the NEOs' interests with the interests of our equity holders and represent interests in the profits of ER Holdings in excess of a certain "Threshold Amount" that acts similarly to a strike price for a stock option in that the holder will only realize value in excess of such amount. The Threshold Amount has traditionally been reviewed and set in conjunction with a third-party valuation. Certain of our NEOs also historically received grants of profits interest units in ERock Holdings, Ltd. (an affiliated entity of ER Holdings) in 2015 and 2016, all of which were fully vested prior to 2025.

Compensatory Units have been granted to new executives upon hire, or a short time thereafter, and grant amounts have been determined after considering internal pay and equity alignment and external factors, including but not limited to the value of any forfeited compensation opportunities from a prior employer. Compensatory Units are also granted from time-to-time for purposes related to recognition, promotion, retention, increased role or responsibilities and other factors. In connection with their respective appointment and/or recognition of their performance, during 2025, each of Messrs. Amthor, Blakely, and Froutan received a grant of Compensatory Units. Mr. Carrington received a grant of Compensatory Units in connection with his service on the Board and an additional grant upon his appointment as Chief Executive Officer. During 2025, the Threshold Amount of certain prior Compensatory Unit grants were adjusted in order to preserve the incentive and retention value of such awards, including certain units held by Messrs. Amthor, Blakely, and Froutan, as further described in the footnotes to the Summary Compensation Table above.

As described above in "*Organizational Structure—Reclassification and Amendment and Restatement of the Limited Liability Company Agreement of ER Holdings*," in connection with the Reclassification, the Compensatory Units will be reclassified as Class M Units. ER Holdings does not currently anticipate issuing any additional Compensatory Units or Class M Units in the future.

Employment Agreements

John Carrington

In connection with his appointment as Chief Executive Officer, Enchanted Rock Management, LLC ("ER Management"), a subsidiary of ER Holdings, entered into an employment agreement with Mr. Carrington pursuant to which he is eligible to receive (i) an annual base salary of $500,000, (ii) an annual bonus with a target equal to 100% of his base salary, and (iii) a one-time bonus equal to $100,000 upon the Debt Repayment (which was paid in December of 2025 and was intended to be in lieu of the cash bonus upon Debt Repayment in his director letter agreement described below). Such agreement has an initial term of one year and will automatically renew for additional one-year terms unless a non-renewal notice is provided no later than 30 days prior to the expiration of the then-current term. Upon a termination of his employment by ER Management without Cause (including non-renewal of the agreement) or by him for Good Reason, subject to his execution of a release of claims, he will be entitled to receive: (i) cash severance payments equal to 12 months of his base salary, payable in monthly installments over 12 months, (ii) a pro-rated annual bonus for the year of termination based on actual performance of any performance metrics, (iii) any earned annual bonus for the year prior to the year of termination, and (iv) payment of his full premiums for continuation of group health benefits under COBRA for up to 12 months.

"Cause" for purposes of Mr. Carrington's employment agreement generally means: (i) his material breach of the employment agreement, ER Holdings' limited liability company agreement or any other written

agreements with ER Holdings and its affiliates, (ii) his material breach of any written policy or code of conduct, (iii) his gross negligence or willful misconduct in connection with the performance of his duties, or violation of any law applicable to the workplace, (iv) his breach of fiduciary duty, fraud, theft or embezzlement, (v) his commission, or conviction or indictment of, or plea of nolo contendere to, any felony or any crime involving moral turpitude, or (vi) his willful failure or refusal, other than due to disability, to perform his obligations or to follow any lawful directive from the Board. If his actions or omissions as set forth in clauses (i), (ii), (iii) or (vi) are curable, then he will receive a 30-day cure period.

"Good Reason" for purposes of Mr. Carrington's employment agreement generally means: (i) a material breach by ER Management of the employment agreement, (ii) a material diminution in his duties, title, authority or responsibilities, or (iii) a material reduction in his base salary (other than any across-the-company reductions affecting substantially all of the senior executives and which reduction does not reduce his base salary by more than 10%). He must provide ER Management a 30-day cure period following written notice of the condition constituting Good Reason.

Prior to his appointment as Chief Executive Officer, ER Holdings and Mr. Carrington were parties to a letter agreement with respect to his services as a director, pursuant to which he was eligible to receive (i) a biweekly fee of $8,333, (ii) a $475,000 additional cash payment upon the Debt Repayment, which was subsequently reduced to $100,000 pursuant to his employment agreement as described above, and (iii) 2,323 Compensatory Units, of which 50% vested upon the Debt Repayment and the remaining 50% vests in 12 equal monthly installments commencing on January 9, 2026. Upon his appointment as Chief Executive Officer, Mr. Carrington also received a grant of 22,715 Compensatory Units, which vests in equal monthly installments over thirty-six months commencing on December 26, 2025, subject to his continued service with the Company through the applicable vesting dates.

Corey Amthor

ER Management previously entered into an employment agreement in October 2014 with Mr. Amthor upon his initial hire as a partner. Such agreement provided for Mr. Amthor's base salary and eligibility to receive a discretionary bonus determined at the sole discretion of ER Management based on individual and overall organization performance.

Ian Blakely

ER Management entered into an offer letter and employment agreement with Mr. Blakely in January 2015, which provide for his base salary, eligibility to receive a discretionary bonus determined at the sole discretion of ER Management based on individual and overall organization performance, and eligibility to receive a grant of profits interest units (which were granted as profits interest units in ERock Holdings, Ltd.).

Paul Froutan

ER Management entered into an offer letter and employment agreement with Mr. Froutan in May 2022, which provide for his base salary, eligibility to receive a discretionary bonus determined at the sole discretion of ER Management based on individual and overall organization performance, and a grant of Compensatory Units which vests 25% one year after the date of grant and the remaining 75% in equal monthly installments thereafter.

Thomas McAndrew

ER Management entered into an employment agreement with Mr. McAndrew in June 2025 in connection with his transition to the role of advisor to the Chief Executive Officer, which has an initial term of one year and may be extended by mutual agreement. Such agreement provides for (i) an initial annual base salary of $200,000 that increased to $275,000 upon the Debt Repayment, (ii) a cash incentive equal to $75,000 multiplied by the

product of (a) 1.5 and (b) a fraction the numerator of which is the number of months that elapsed between the date of the agreement and the Debt Repayment date and the denominator of which is 12 (the "Debt Repayment Success Fee"), and (iii) eligibility to receive commissions on sales agreements entered into with certain parties, which commissions are reduced by his company-reimbursed expenses, his base salary, the earned Debt Repayment Success Fee, commissions payable to any other sales employee, and deals yielding gross margin of less than 20%. Mr. McAndrew's employment may be terminated for Cause at any time, without Cause upon 90 days advance written notice, or upon written notice in the event of disability or upon death. If Mr. McAndrew's employment is terminated without Cause prior to the end of the initial term, he will receive any earned sales commissions through the end of the 90-day notice period. The agreement also contains non-competition covenants covering the one-year period post-termination or until his termination date if he is terminated without Cause prior to the end of the initial term, in which case ER Management may elect to extend the non-compete period for one year subject to ER Management's payment of his base salary through such extension period. ER Management also agreed to pay 100% of the premiums for Mr. McAndrew's coverage under ER Management's health and other insurance plans.

"Cause" for purposes of Mr. McAndrew's employment agreement generally means his: (i) willful misconduct which has been, or would reasonably be expected to be, materially injurious to ER Management and its affiliates, (ii) fraud, embezzlement or any other act of dishonesty against ER Management or its affiliates, or a willful breach of a fiduciary duty to ER Management or its affiliates, (iii) conviction of, or plea of guilty or nolo contendere to a felony or any crime involving moral turpitude, (iv) material breach of any agreement with or policy of ER Management or its affiliates, and such breach is not cured within 30 days of written notice, (v) abuse of any alcoholic, controlled or illegal substance or drug which materially interferes the performance of his duties, or (vi) commitment of any act that damages the reputation of ER Management or its affiliates.

Outstanding Equity Awards at Fiscal Year-End

The following table presents information regarding the outstanding equity awards held by our NEOs as of December 31, 2025.

		Stock Awards	
Name	Grant Date	Number of shares or units of stock that have not vested (#)[1]	Market value of shares of units of stock that have not vested ($)[2]
John Carrington	June 18, 2025	1,065[3]	$ 387,544
	November 26, 2025	22,084[4]	$ 3,042,350
Corey Amthor[5]	April 1, 2023	192	$ 69,887
	July 1, 2024	247	$ 89,907
	July 29, 2025	3,000	$ 1,092,034
	November 26, 2025	7,362	$ 1,014,162
Ian Blakely[6]	April 1, 2023	192	$ 69,887
	July 29, 2025	5,000	$ 1,819,846
	November 26, 2025	1,227	$ 169,028
Paul Froutan[7]	May 16, 2022	402	$ 146,327
	June 1, 2024	835	$ 303,937
	July 29, 2025	3,000	$ 587,667
	November 26, 2025	2,454	$ 338,054
Thomas McAndrew	—	—	—

(1) Reflects outstanding unvested Compensatory Units held by the applicable NEO as of December 31, 2025.

(2) The Compensatory Units are intended to qualify as "profits interests" for U.S. tax purposes. They do not require the payment of an exercise price but are economically similar to stock appreciation rights because they have no value for tax purposes as of the grant date and will obtain value only as the underlying value of the security rises above its grant date value, which is referred to as the "Threshold Amount." The market

value as of December 31, 2025 of such unvested Compensatory Units were calculated based on a third-party valuation of ER Holdings and the applicable Threshold Amount of such Compensatory Units.

(3) These Compensatory Units will vest in equal monthly installments through November 26, 2026 subject to the NEO's continued service through each vesting date.

(4) These Compensatory Units will vest in equal monthly installments through November 26, 2028, subject to the NEO's continued service through each vesting date.

(5) The Compensatory Units reported for Mr. Amthor will vest as reflected below subject to his continued service through each vesting date.

Grant Date	Vesting Schedule
April 1, 2023	144 units will vest upon this offering, a Company Sale (as defined below), or a Distribution Achievement (as defined below) and the remaining unvested units will vest monthly at the end of each month through March of 2027.
July 1, 2024	150 units will vest upon this offering, a Company Sale, or a Distribution Achievement and the remaining unvested units will vest monthly at the end of each month through May of 2028.
July 29, 2025	The unvested units will vest monthly on the monthly anniversary of the grant date through July 29, 2028.
November 26, 2025	The unvested units will vest monthly on the monthly anniversary of the grant date through November 26, 2028.

(6) The Compensatory Units reported for Mr. Blakely will vest as reflected below subject to his continued service through each vesting date.

Grant Date	Vesting Schedule
April 1, 2023	144 units will vest upon this offering, a Company Sale, or a Distribution Achievement and the remaining unvested units will vest monthly at the end of each month through March of 2027.
July 29, 2025	The unvested units will vest monthly on the monthly anniversary of the grant date through July 29, 2028.
November 26, 2025	The unvested units will vest monthly on the monthly anniversary of the grant date through November 26, 2028.

(7) The Compensatory Units reported for Mr. Froutan will vest as reflected below subject to his continued services through each vesting date.

Grant Date	Vesting Schedule
May 16, 2022	The unvested units will vest monthly on the monthly anniversary of the grant date through May 16, 2026.
June 1, 2024	520 units will vest upon this offering, a Company Sale, or a Distribution Achievement and the remaining unvested units will vest monthly at the end of each month through May of 2028.
July 29, 2025	The unvested units will vest monthly on the monthly anniversary of the grant date through July 29, 2028.
November 26, 2025	The unvested units will vest monthly on the monthly anniversary of the grant date through November 26, 2028.

Additional Narrative Disclosure

Retirement Benefits

Each of our NEOs are eligible to participate in our 401(k) plan, which is a broad-based, tax-qualified defined contribution retirement plan in which all of our U.S. employees who meet the age and service requirements can participate. Under the 401(k) plan, we make matching contributions equal to a 100% match on up to 3% of employee contributions and a 50% match on the next 2% of employee contributions, subject to certain limits under the Internal Revenue Code of 1986, as amended (the "Code"). We do not sponsor any non-qualified deferred compensation plans, supplemental retirement plans, or defined benefit plans.

Potential Payments Upon Termination or Change in Control

Pursuant to their respective employment agreements, (i) Mr. Carrington is entitled to receive severance payments upon a termination without Cause or resignation for Good Reason, and (ii) Mr. McAndrew is entitled to a notice period upon termination and certain payments following termination in the event ER Management elects to extend the non-compete period under his agreement, in each case, as described above under "Employment Agreements."

In addition, ER Management maintains the Enchanted Rock Management, LLC Executive Severance Plan (the "Severance Plan") under which Messrs. Amthor, Blakely, and Froutan may receive severance benefits upon a termination of their employment by ER Management without Cause. Upon such a qualifying termination, subject to the NEO's execution of a release of claims, such NEO would receive (i) cash severance payments equal to 12 months of base salary for Mr. Amthor and six months of base salary for Messrs. Blakely and Froutan, payable on a monthly basis, (ii) any earned annual bonus for the fiscal year prior to the year of termination, (iii) a pro-rated annual bonus for the year of termination based on actual performance of any performance metrics, and (iv) company-paid COBRA premiums for continuation of group health benefits for 12 months for Mr. Amthor and six months for Messrs. Blakely and Froutan.

Under the Severance Plan, "Cause" is generally defined as the NEO's (i) material breach of any written policy or code of conduct applicable to the NEO, (ii) gross negligence or willful misconduct in connection with the performance of the NEO's duties, or violation of any law applicable to the workplace, (iii) breach of fiduciary duty, fraud, theft or embezzlement, (iv) commission, conviction or indictment of, or plea of nolo contendere to, any felony (or state law equivalent) or any crime involving moral turpitude, or (v) willful failure or refusal, other than due to disability, to perform the NEO's obligations pursuant to the Severance Plan, or to follow any lawful directive from the Board.

Compensatory Units

As noted in the "Outstanding Equity Awards" table above, certain outstanding Compensatory Units previously granted to Messrs. Amthor, Blakely, and Froutan vest 50% on a time-based schedule in equal monthly installments and 50% on the earlier to occur of a Company Sale, a Distribution Achievement or an IPO. This offering is not expected to constitute a Company Sale or Distribution Achievement but will constitute an IPO for purposes of such grants.

In addition, upon a Company Sale, all outstanding Compensatory Units granted to our NEOs will be subject to one of the following treatments in accordance with the applicable grant agreement: (i) accelerate upon a Company Sale with respect to 50% of the time-based Compensatory Units which are then unvested (with the remaining unvested Compensatory Units forfeited), (ii) accelerate upon a Company Sale with respect to 50% of all of the time-based Compensatory Units subject to such grant (if not already then-vested) with the remaining unvested Compensatory Units continuing to vest based on the earlier of (x) the original vesting schedule, or (y) a monthly vesting schedule during the one-year period following the Company Sale (subject to full acceleration upon a subsequent termination without Cause), (iii) continue to vest in accordance with its terms subject to full acceleration upon a subsequent termination without Cause (or resignation for Good Reason for Mr. Carrington), or (iv) accelerate in full upon the Company Sale.

For purposes of the Compensatory Units:

- "Cause" generally means the holder's: (i) refusal or neglect to perform substantially all his duties after written notice and a 10-day opportunity to cure, (ii) dishonesty, incompetence, gross negligence, willful misconduct or breach of fiduciary duty, (iii) conviction of or entering a plea of guilty or nolo contendere to a crime constituting a felony or willful violation of any law, rule, or regulation (other than a traffic violation or other offense or violation outside of the course of employment which in no way adversely affects ER Holdings and its subsidiaries or the ability of holder to perform his or her duties), (iv) attempt to willfully obtain any personal profit from any transaction in which ER Holdings or any of its subsidiaries has an interest which is adverse to the interests of ER Holdings or its subsidiaries or any other act of fraud or embezzlement, (v) reporting to work under the influence of alcohol or illegal drugs or repeatedly using alcohol or illegal drugs in such a fashion as to cause ER Holdings economic harm, (vi) intentional act or intentional omission by holder aiding or abetting a competitor, supplier or customer to the disadvantage or detriment of ER Holdings, or (vii) material breach of any covenant or agreement with ER Holdings or any of its subsidiaries.
- A "Company Sale" is generally defined as the consummation of: (i) a merger or consolidation of ER Holdings except (a) any merger or consolidation solely between ER Holdings and a wholly-owned subsidiary or parent entity, or (b) any such merger or consolidation in which the units of ER Holdings outstanding immediately prior to such merger or consolidation continue to represent at least a majority, by voting power, of the outstanding equity securities of the surviving or resulting entity; (ii) the sale, transfer, exclusive license or other disposition of all or substantially all the assets of ER Holdings and its subsidiaries except (a) where such sale, transfer, exclusive license or other disposition is to wholly-owned subsidiaries of ER Holdings, or (b) if the units outstanding immediately prior to such transaction continue to represent at least a majority, by voting power, of the outstanding equity securities of the surviving or resulting entity; (iii) a sale by members of ER Holdings of outstanding units representing a majority of the aggregate number of common units and preferred units outstanding as of immediately prior to such transaction, except where the holders immediately prior to such transaction continue to hold at least a majority, by voting power, of the outstanding equity securities of the acquiring entity; or (iv) an issuance by ER Holdings of units which, after giving effect to such issuance, represent a majority of the aggregate number of common units outstanding as of immediately after such issuance.
- A "Distribution Achievement" generally means an aggregate amount has been distributed to the holders of Series A Preferred Units of ER Holdings equal to two times a specified "Preferred Issue Price" as applicable to such preferred unit in accordance with ER Holdings' limited liability company agreement.
- An "IPO" generally means a firm commitment underwritten public offering pursuant to an effective registration statement filed under the Securities Act covering the offer and sale of ER Holdings' common units (or such class of securities into which the common units are converted into upon the conversion of ER Holdings into a C-corporation) for the account of ER Holdings.

ERock, Inc. Executive Severance Plan

In connection with this offering, we intend to adopt the ERock, Inc. Executive Severance Plan (the "ERock Severance Plan"), pursuant to which participants will be eligible to receive certain severance benefits upon a qualifying termination of employment. Each of our NEOs (except for Mr. McAndrew) is currently expected to become a participant in the ERock Severance Plan, subject to their execution of a participation agreement, and the ERock Severance Plan will replace the severance benefits provided under their employment agreements and the Severance Plan as described above.

The ERock Severance Plan will generally provide the following severance benefits in the event of an executive participant's termination of employment without Cause prior to or more than 24 months following a

Change in Control: (1) cash severance payments equal to the participant's base salary and target annual bonus payable in installments over a 12-month period; (2) a pro-rata annual bonus for the year of termination based on actual performance for such year; and (3) 12 months of company-paid COBRA premiums. In the event of an executive participant's termination without Cause or resignation for Good Reason upon or within 24 months following a Change in Control, such participant will generally be entitled to: (1) a lump sum cash payment equal to 2.0 multiplied by the sum of the participant's base salary and target annual bonus; (2) a pro-rata target annual bonus for the year of termination; and (3) 24 months of company-paid COBRA premiums. Severance payments and benefits are subject to the participant's execution of a general release of claims and continued compliance with certain restrictive covenants, including confidentiality, non-solicitation, non-competition and non-disparagement covenants.

As used in the ERock Severance Plan:

- "Cause" generally has the same meaning set forth above for the Severance Plan;
- "Good Reason" generally means the occurrence of any of the following without the Participant's consent: (i) a material diminution in the participant's duties, responsibilities, or authority; (ii) a reduction of the participant's base salary by 10% or more (unless pursuant to across-the-board reductions that affect all or substantially all senior management employees); or (iii) a relocation of the participant's principal work location by more than 50 miles; and
- "Change in Control" has the same meaning given to such term in the 2026 Plan.

Transaction Bonuses

Messrs. Amthor and Blakely are each eligible to receive one-time cash transaction bonuses upon a Company Sale, subject to their continued employment through such Company Sale, equal to (i) for Mr. Amthor, 2% of the fair market value received by ER Holdings and its equityholders and subsidiaries in connection with such Company Sale, less the aggregate fair market value distributed to the common units and the Compensatory Units of ER Holdings held by Mr. Amthor in connection with such Company Sale, and (ii) for Mr. Blakely, 1% of the fair market value, up to a fair market value of $200,000,000, received by ER Holdings and its equityholders and subsidiaries in connection with such Company Sale, up to a maximum bonus of $2,000,000.

Clawback Policy

In connection with this offering, we will adopt a compensation recoupment (clawback) policy that complies with the NYSE listing standards implementing Rule 10D-1 of the Exchange Act.

2026 Equity Incentive Plan

In connection with this offering, we intend to adopt the 2026 Equity Incentive Plan (the "2026 Plan"). The purpose of the 2026 Plan is to promote and closely align the interests of our employees, officers, non-employee directors, and other service providers and our stockholders by providing stock-based compensation and other performance-based compensation. The objectives of the 2026 Plan are to attract and retain the best available personnel for positions of substantial responsibility and to motivate participants to optimize our profitability and growth through incentives that are consistent with our goals and that link the personal interests of participants to those of our stockholders. The 2026 Plan allows for the grant of stock options, both incentive stock options and "non-qualified" stock options; stock appreciation rights ("SARs"), alone or in conjunction with other awards; restricted stock and restricted stock units ("RSUs"); incentive bonuses, which may be paid in cash, Class A common stock, or a combination thereof; and other stock-based awards. We refer to these collectively herein as "Awards."

The following description of the 2026 Plan is not intended to be complete and is qualified in its entirety by reference to the complete text of the 2026 Plan, a copy of which will be filed as an exhibit to the registration statement of which this prospectus forms a part. Please read the 2026 Plan in its entirety.

Administration

The 2026 Plan will be administered by the compensation committee of our board of directors (or another committee designated by our board of directors to administer the 2026 Plan), which we refer to herein as the "Administrator." The Administrator will have broad authority, subject to the provisions of the 2026 Plan, to administer and interpret the 2026 Plan and Awards granted thereunder. All decisions and actions of the Administrator will be final.

Stock Subject to 2026 Plan

The maximum number of shares of Class A common stock that may be issued under the 2026 Plan will not exceed 19,721,900 shares (the "Share Pool"); however, the Share Pool will be increased on January 1 of each calendar year beginning in 2027 by a number of shares equal to 1.5% of the outstanding shares of the Company's Class A common stock and Class B common stock on the immediately preceding December 31 (or such lesser amount as approved by the Administrator). The Share Pool is subject to certain adjustments in the event of a change in our capitalization. Shares of Class A common stock issued under the 2026 Plan may be either authorized and unissued shares or previously issued shares acquired by us. On termination or expiration of an Award under the 2026 Plan, in whole or in part, the number of shares of Class A common stock subject to such Award but not issued thereunder or that are otherwise forfeited back to the Company will again become available for grant under the 2026 Plan. Additionally, shares retained or withheld in payment of any exercise price, purchase price, or tax withholding obligation of an Award will again become available for grant under the 2026 Plan.

Eligibility

Current or prospective employees, officers, non-employee directors, and other service providers of the Company and its affiliates will be eligible to participate in the 2026 Plan.

Under the terms of the 2026 Plan, the aggregate dollar value of equity-based and cash compensation for any non-employee director for service on the Board may not exceed $750,000 during any calendar year; provided, that in the calendar year in which a non-employee director first joins the Board or during any calendar year in which a non-employee director is designated as Chairman or Lead Director, the maximum aggregate dollar value of equity-based and cash compensation for the non-employee director may be up to 200% of this limit.

Types of Awards

Stock Options. Stock options granted under the 2026 Plan may be granted as incentive stock options or non-qualified stock options, in either case with a term not to exceed 10 years. Subject to the express provisions of the 2026 Plan, stock options generally may be exercised over such period, in installments or otherwise, as the Administrator may determine. The exercise price for any stock option granted may not generally be less than the fair market value of the Class A common stock subject to that option on the grant date. The exercise price may be paid in cash or such other method as determined by the Administrator, including an irrevocable commitment by a broker to pay over such amount from a sale of the shares issuable under an option, the delivery of previously owned shares, or withholding of shares deliverable upon exercise.

Stock Appreciation Rights. SARs may be granted alone or in conjunction with all or part of a stock option. Upon exercising a SAR, the participant is entitled to receive the amount by which the fair market value of the Class A common stock at the time of exercise exceeds the exercise price of the SAR. This amount is payable in shares of Class A common stock, cash, restricted stock, or a combination thereof, at the Administrator's discretion. The exercise price for any SARs may not generally be less than the fair market value of the Class A common stock subject to the SAR on the grant date.

Restricted Stock and RSUs. Awards of restricted stock consist of shares of stock that are transferred to the participant subject to restrictions that may result in forfeiture if specified conditions are not satisfied. RSUs result in the transfer of cash or shares of Class A common stock to the participant only after specified conditions are satisfied. The Administrator will determine the restrictions and conditions applicable to each award of restricted stock or RSUs, which may include performance vesting conditions.

Incentive Bonuses. Each incentive bonus will confer upon the participant the opportunity to earn a future payment tied to the level of achievement with respect to one or more performance criteria established for a specified performance period. The Administrator will establish the performance criteria and level of achievement versus these criteria that will determine the threshold, target, and maximum amount payable under an incentive bonus, which criteria may be based on financial performance and/or personal performance evaluations. Payment of the amount due under an incentive bonus may be made in cash or shares of Class A common stock, as determined by the Administrator.

Other Stock-Based Awards. Other stock-based awards are Awards denominated in or payable in, valued in whole or in part by reference to, or otherwise based on or related to, the value of the Class A common stock.

Performance Criteria

The Administrator may specify certain performance criteria which must be satisfied before Awards will be granted or will vest. The performance goals may vary from participant to participant, group to group, and period to period.

Transferability

Awards generally may not be sold, transferred for value, pledged, assigned, or otherwise alienated or hypothecated by a participant other than by will or the laws of descent and distribution, and each stock option or SAR may be exercisable only by the participant during his or her lifetime.

Clawback

Awards will be subject to recoupment in accordance with any clawback policy that we adopt, including any clawback policy required under Rule 10D-1 of the Exchange Act.

Amendment and Termination

Our board of directors has the right to amend, alter, suspend, or terminate the 2026 Plan at any time, provided certain enumerated material amendments may not be made without stockholder approval. No amendment or alteration to the 2026 Plan or an Award or Award agreement will be made that would materially impair the rights of the holder, without such holder's consent; however, no consent will be required if the Administrator determines in its sole discretion and prior to the date of any change in control that such amendment or alteration either is required or advisable in order for us, the 2026 Plan, or such Award to satisfy any law or regulation or to meet the requirements of or avoid adverse financial accounting consequences under any accounting standard, or is not reasonably likely to significantly diminish the benefits provided under such Award, or that any such diminishment has been adequately compensated. The 2026 Plan is expected to be adopted by our board of directors and approved by our stockholders in connection with this offering and will automatically terminate as to the grant of future awards, unless earlier terminated by our board of directors, 10 years after such approval by our board of directors.

Director Compensation

The following table presents the total compensation for each person who served as a non-employee member of the ER Holdings board of managers during 2025. All of our NEOs other than Mr. Blakely also served as directors during 2025 and compensation paid to them for services on the ER Holdings board of managers (if any) is reflected in the 2025 Summary Compensation Table above.

Name and Principal Position	Year	Fees Earned or Paid in Cash ($)	Stock Awards ($)(1)	Total Compensation ($)
Jim Decker	2025	198,172	—	198,172
Dan Brouillette(2)	2025	—	48,774	48,774
Mark Patterson(2)	2025	—	48,774	48,774
Sameer Reddy	2025	—	—	—
Hans Kobler	2025	—	—	—
Steven Yang	2025	—	—	—

(1) Amounts reported in this column represent the aggregate grant date fair value of the Compensatory Units granted during 2025, calculated in accordance with FASB ASC Topic 718, disregarding the effect of estimated forfeitures. For additional information regarding the assumptions underlying this calculation please read Note 14—Stock-Based Compensation, to our consolidated financial statements for the year ended December 31, 2025.

(2) As of December 31, 2025, Messrs. Brouillette and Patterson each held 968 outstanding unvested Compensatory Units.

ER Holdings entered into service agreements with each of Messrs. Decker, Brouillette, and Patterson pursuant to which they are eligible to receive the following cash payments and equity incentive awards.

- Decker: Mr. Decker receives a monthly fee of $32,500, with a minimum term of six months (Mr. Decker was appointed on May 28, 2025) or $195,000 in compensation unless he resigns or is removed for cause. Mr. Decker is also eligible to request discretionary bonuses subject to the consideration of ER Holdings. Mr. Decker resigned from the ER Holdings board of managers on November 26, 2025.
- Brouillette: Mr. Brouillette was granted 1,161 Compensatory Units, which will vest on a monthly basis over 36 months commencing July 18, 2025, subject to his continued services through each vesting date. Such Compensatory Units will accelerate upon a Company Sale.
- Patterson: Mr. Patterson was granted 1,161 Compensatory Units, which will vest on a monthly basis over 36 months commencing July 5, 2025, subject to his continued services through each vesting date. Such Compensatory Units will accelerate upon a Company Sale.

Messrs. Reddy, Kobler, and Yang did not receive any compensation during 2025 for services as a director. Mr. Yang resigned from the ER Holdings board of managers on June 5, 2025.

In connection with this offering, we expect to adopt a new director compensation policy pursuant to which members of our board of directors who are not employees or officers of the Company will receive:

- Annual cash retainer of $80,000;
- Annual equity grant of restricted stock units with a value of approximately $140,000;
- An additional equity grant of restricted stock units with a value of approximately $140,000 for a director's first year of board service; and
- Additional annual cash retainers of (i) $25,000 for service as the Chair of the Audit Committee, (ii) $15,000 for service as the Chair of the Governance Committee, and (iii) $15,000 for service as the Chair of the Compensation Committee.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

The following is a description of certain relationships and transactions that exist or have existed or that we have entered into with our directors, executive officers and their affiliates and immediate family members.

The following are summaries of certain provisions of our related party agreements, which are qualified in their entirety by reference to all of the provisions of such agreements. Because these descriptions are only summaries of the applicable agreements, they do not necessarily contain all of the information that you may find useful. We therefore encourage you to review the agreements in their entirety. Copies of the agreements (or forms of the agreements) have been filed as exhibits to the registration statement of which this prospectus is a part, and are available electronically on the website of the SEC at www.sec.gov.

Proposed Transactions with ERock, Inc.

ERock has had no assets or business operations since its incorporation and has not engaged in any transactions with our current directors, director nominees, executive officers or sole security holder prior to the Reorganization and this offering. In connection with the Reorganization and this offering, we will engage in certain transactions with certain of our directors, director nominees, each of our executive officers and other persons and entities who will become holders of 5% or more of our voting securities through their ownership of shares of our common stock upon the consummation of the Reorganization and this offering. These transactions are described in "Organizational Structure."

Reorganization

In connection with the Reorganization, we will (i) enter into the Tax Receivable Agreement and the Registration Rights Agreement, (ii) acquire from ER Holdings Class A Units in exchange for all of the proceeds of this offering to ER Holdings, (iii) issue shares of Class B common stock to Continuing Equity Unitholders, (iv) undertake the Blocker Mergers and (v) from time to time after this offering, allow for the exchange Class B Units (in combination with the cancellation of the corresponding shares of Class B common stock) for shares of our Class A common stock or, at our election, for cash, on an ongoing basis.

Tax Receivable Agreement

Following the IPO, the Continuing Equity Unitholders holding Class B Units in ER Holdings may exchange their Class B Units for shares of our Class A common stock on a one-for-one basis or, in our sole discretion, for cash. Additionally, the Continuing Profits Interest Unitholders holding Class M Units in ER Holdings may convert their Class M Units into Class B Units of equivalent value at the time of the conversion to the then-current value of the exchanged Class M Unit. ER Holdings will have in effect an election under Section 754 of the Code for the taxable year of the IPO and each taxable year in which an exchange occurs. Because this election will be in effect, these exchanges are expected to result in increases to the tax basis of the tangible and intangible assets of ER Holdings which will be allocated to us. These increases in tax basis are expected to increase our depreciation and amortization deductions for tax purposes and create other tax benefits and may also decrease gains (or increase losses) on future dispositions of certain assets and therefore may reduce the amount of tax that we would otherwise be required to pay.

Concurrently with the closing of the IPO, we will enter into the Tax Receivable Agreement with the TRA Beneficiaries, and a designated TRA representative. The Tax Receivable Agreement will provide for payment by us to the TRA Beneficiaries of 85% of the amount of the net cash tax savings, if any, that we actually realize or are deemed to realize (calculated using certain assumptions) as a result of our use of certain tax benefits resulting from (i) certain increases in, or adjustments to, the tax basis of assets of ER Holdings and its subsidiaries resulting from exchanges of ER Holdings membership interests in the future, (ii) certain tax attributes available to us as a result of the Reorganization, and (iii) certain other tax benefits related to our entering into the Tax Receivable Agreement, including tax benefits attributable to payments that we make under the Tax Receivable Agreement.

We will retain the benefit of the remaining 15% of these deemed net cash tax savings. The obligations under the Tax Receivable Agreement will be our obligations and not obligations of ER Holdings. For purposes of the Tax Receivable Agreement, the net cash savings deemed realized by us will be computed by comparing our U.S. federal, state, local and non-U.S. income tax liability, adjusted for certain assumptions, to the amount of such U.S. federal, state, local and non-U.S. taxes that we would have been required to pay had we not been able to use any of the benefits subject to the Tax Receivable Agreement. The actual tax benefits realized by us may differ from the tax benefits used for purposes of calculating payments under the Tax Receivable Agreement as a result of the use of certain assumptions in the Tax Receivable Agreement, including the use of an assumed weighted-average state and local income tax rate to calculate tax benefits.

The term of the Tax Receivable Agreement will begin upon the completion of the IPO and will continue until all tax benefits that are subject to the Tax Receivable Agreement have been used or have expired, unless we exercise our right to terminate the Tax Receivable Agreement (or the Tax Receivable Agreement is terminated due to our breach of a material obligation thereunder), in which case we will be required to make the termination payment specified in the Tax Receivable Agreement, as specified below. We expect that all of the intangible assets, including goodwill, of ER Holdings allocable to ER Holdings units acquired or deemed acquired by us from a holder of exchangeable units and in taxable exchanges following the IPO will be amortizable for tax purposes.

An estimate of the amount and timing of payments that may be made under the Tax Receivable Agreement is by its nature imprecise, insofar as the calculation of amounts payable depends on a variety of factors and future events. The actual increase in tax basis and use of tax attributes, as well as the amount and timing of any payments under the agreement, will vary depending upon a number of factors, including (without limitation):

- the timing of purchases or future exchanges—for instance, the increase in any tax deductions will vary depending on the fair market value, which may fluctuate over time, of the depreciable or amortizable assets of ER Holdings at the time of each purchase of interests from the TRA Beneficiaries in each future exchange;
- the price of shares of our Class A common stock at the time of the purchase or exchange—the tax basis increase in the assets of ER Holdings is directly related to the price of shares of our Class A common stock at the time of the purchase or exchange;
- the extent to which such purchases or exchanges are taxable—if the redemption or exchange of membership interests of ER Holdings for shares of our Class A common stock and/or cash is not taxable for any reason, increased tax deductions generally will not be available;
- the amount, timing and character of our income—we expect that the Tax Receivable Agreement will require us to pay 85% of the net cash tax savings as and when deemed realized. If we do not have taxable income during a taxable year, we generally will not be required (absent a circumstance requiring an early termination payment) to make payments under the Tax Receivable Agreement for that taxable year because no benefit will have been realized. However, any tax benefits that do not result in net cash tax savings in a given tax year may generate tax attributes that may be used to generate net cash tax savings in previous or future taxable years. The use of any such tax attributes will generate net cash tax savings that will result in payments under the Tax Receivable Agreement; and
- the applicable tax rates—U.S. federal, state and local tax rates in effect at the time that we are deemed to realize the relevant tax benefits.

In addition, the amount of certain favorable tax attributes we will acquire in the Blocker Mergers (such as net operating losses), the amount of each Continuing Equity Unitholder's tax basis in its ER Holdings units at the time of the exchange, the depreciation and amortization periods that apply to the increases in tax basis, the timing and amount of any earlier payments that we may have made under the Tax Receivable Agreement, and the portion of our payments under the Tax Receivable Agreement that constitute imputed interest or give rise to depreciable or amortizable tax basis are also relevant factors.

The Tax Receivable Agreement further provides that, upon certain mergers, asset sales, or other forms of business combination or certain other changes of control, our or our successor's obligations with respect to tax benefits would be based on certain assumptions, including that we or our successor would have sufficient taxable income to fully use the benefits arising from the increased tax deductions and tax basis and other benefits covered by the Tax Receivable Agreement. As a result, upon a change of control, we could be required to make payments under the Tax Receivable Agreement that are greater than or less than the specified percentage of our actual cash tax savings, which could negatively impact our liquidity.

In addition, we will have the right to terminate the Tax Receivable Agreement, in whole or in part, at any time. The Tax Receivable Agreement will provide that if (i) we exercise our right to early termination of the Tax Receivable Agreement in whole (that is, with respect to all benefits due to all TRA Beneficiaries under the Tax Receivable Agreement) or in part (that is, with respect to some benefits due to all TRA Beneficiaries under the Tax Receivable Agreement), (ii) the Tax Receivable Agreement is rejected in certain bankruptcy proceedings and we do not cure the rejection within 30 days of such rejection, (iii) we fail (subject to certain exceptions) to make a payment under the Tax Receivable Agreement within 90 days after the due date, or (iv) we materially breach our obligations under the Tax Receivable Agreement and we do not cure the breach within 30 days of the receipt of notice of such breach from the affected TRA Beneficiaries, we will be obligated to make an early termination payment to the TRA Beneficiaries under the Tax Receivable Agreement equal to the present value of all payments that would be required to be paid by us under the Tax Receivable Agreement. The amount of such payments will be determined on the basis of certain assumptions in the Tax Receivable Agreement, including (i) the assumption that we would have enough taxable income to fully use the tax benefit resulting from the tax assets which are the subject of the Tax Receivable Agreement, (ii) the assumption that any item of loss deduction or credit generated by a basis adjustment or imputed interest arising in a taxable year preceding the taxable year that includes an early termination will be used by us ratably from such taxable year through the earlier of (x) the scheduled expiration of such tax item or (y) 15 years; (iii) the assumption that any non-amortizable assets are deemed to be disposed of in a fully taxable transaction on the fifteenth anniversary of the earlier of the basis adjustment and the early termination date; (iv) the assumption that U.S. federal, state, local and non-U.S. tax rates will be the same as in effect on the early termination date, unless scheduled to change; and (v) the assumption that any exchangeable membership interests in ER Holdings (other than those held by us) outstanding on the termination date are deemed to be exchanged for an amount equal to the market value of the corresponding number of shares of Class A common stock on the termination date. The amount of the early termination payment is determined by discounting the present value of all payments that would be required to be paid by us under the Tax Receivable Agreement at a rate equal to the lesser of (a) 6.5% and (b) SOFR plus 400 basis points.

The payments that we will be required to make under the Tax Receivable Agreement may be substantial. For the sake of illustration, assuming all outstanding membership interests in ER Holdings held by TRA Beneficiaries are exchanged for shares of Class A Common Stock immediately after this offering, the estimated tax benefits would be approximately $1,399.8 million and the related undiscounted payment to the TRA Beneficiaries equal to 85% of the benefit would be approximately $1,189.8 million, assuming (i) that the Continuing Equity Unitholders redeemed or exchanged all of their Class B Units immediately after the consummation of the IPO at $21.50 per share of our Class A common stock, (ii) that the Continuing Profits Interest Unitholders converted all of their Class M Units into Class B Units of equivalent value at the time of the conversion immediately after the IPO, and the resulting Class B Units were redeemed or exchanged in accordance with clause (i), (iii) no material changes in relevant tax law, (iv) a constant combined effective income tax rate of 22% and (v) that we have sufficient taxable income in each year to realize on a current basis the increased depreciation, amortization and other tax benefits that are the subject of the Tax Receivable Agreement. Additionally, if we were to elect to terminate the Tax Receivable Agreement immediately after this offering, based on an initial public offering price of $21.50 per share of our Class A Common Stock, we estimate that we would be required to pay approximately $657.0 million in the aggregate under the Tax Receivable Agreement. This early termination payment is equal to the present value of all payments that would be required to be paid by ERock under the Tax Receivable Agreement, and is determined by taking into account certain assumptions and using a discount rate equal to the lesser of (a) 6.5% and (b) the Secured Overnight Financing Rate, as reported by the Wall Street Journal (SOFR) plus 400 basis points.

The actual future payments to the TRA Beneficiaries will vary based on the factors discussed above, and estimating the amount of payments that may be made under each Tax Receivable Agreement is by its nature imprecise, insofar as the calculation of amounts payable depends on a variety of factors and future events. See "*Risk Factors—Risks Related to Our Corporate Structure, Our Class A Common Stock and this Offering*."

Decisions made in the course of running our business, such as with respect to mergers and other forms of business combinations that constitute changes in control, may influence the timing and amount of payments we make under the Tax Receivable Agreement in a manner that does not correspond to our use of the corresponding tax benefits. In these situations, our obligations under the Tax Receivable Agreement could have a substantial negative effect on our liquidity and could have the effect of delaying, deferring, or preventing certain mergers, asset sales, other forms of business combinations or other changes in control.

Payments generally are due under the Tax Receivable Agreement within a specified period of time following the filing of our tax return for the taxable year with respect to which the payment obligation arises, although interest on such payments will begin to accrue at a rate of SOFR plus 300 basis points from the due date (without extensions) of such tax return. Late payments generally accrue interest at a rate of SOFR plus 500 basis points commencing from the date on which such payment was due and payable. Because of our structure, our ability to make payments under the Tax Receivable Agreement is dependent on the ability of ER Holdings to make distributions to us. The ability of ER Holdings to make such distributions will be subject to, among other things, restrictions of law or in the agreements governing our debt. If we are unable to make payments under the Tax Receivable Agreement for any reason, such payments will be deferred and will accrue interest until paid.

Additionally, we shall be required to indemnify and reimburse the "TRA Representative" who will represent certain TRA Beneficiaries under the Tax Receivable Agreement, for all costs and expenses, including legal and accounting fees and any other costs arising from claims in connection with the TRA Representative's duties under the Tax Receivable Agreement, provided, the TRA Representative has acted reasonably and in good faith in incurring such expenses and costs. It is expected that Energy Impact Partners LLC will serve as the TRA Representative.

Payments under the Tax Receivable Agreement will be based on the tax reporting positions that we determine. Although we are not aware of any material issue that would cause the IRS to challenge a tax basis increase, we will not, in the event of a successful challenge, be reimbursed for any payments previously made under the Tax Receivable Agreement (although we would reduce future amounts otherwise payable to a TRA Beneficiary under the Tax Receivable Agreement to the extent such TRA Beneficiary has received excess payments). No assurance can be given that the IRS will agree with our tax reporting positions, including the allocation of value among our assets. As a result, in certain circumstances, payments could be made under the Tax Receivable Agreement significantly in excess of the benefit that we actually realize. We will not be able to recoup those payments, other than through a reduction of future payments under the Tax Receivable Agreement (if any), which could adversely affect our financial condition and liquidity.

Generally, holders of rights under the Tax Receivable Agreement (including the right to receive payments) may not transfer their rights to another person without our written consent, except that all such rights may be transferred to another person to the extent that the corresponding membership interests of ER Holdings are transferred in accordance with the A&R LLCA.

Limited Liability Company Agreement

In connection with the IPO and the Reorganization, the members of ER Holdings will amend and restate the Limited Liability Company Agreement of ER Holdings. In our capacity as the managing member (or as the owner of the managing member), we will control all of ER Holdings' business and affairs. Following the IPO and the Reorganization, we will hold all of the Class A Units of ER Holdings. Holders of Class A Units generally will be entitled to one vote per unit with respect to all matters as to which members are entitled to vote under the

A&R LLCA. No person will have any voting rights in ER Holdings on account of the Class B Units or Class M Units, except for the right to approve amendments to the A&R LLCA that adversely affect the rights of holders of Class B Units or Class M Units, respectively. Each Class A Unit and Class B Unit will have the same economic rights per interest. Class M Units represent interests in the profits of ER Holdings in excess of a certain "Threshold Amount" specified for each applicable Class M Unit that acts similarly to a strike price for a stock option in that the holder will only realize value in excess of such amount.

Following the IPO, any time we issue a share of Class A common stock for cash, the net proceeds received by us will be promptly used to acquire a Class A Unit unless used to settle an exchange of a Class B Unit for cash. Any time we issue a share of Class A common stock upon an exchange of a Class B Unit or settle such an exchange for cash, as described below, we will contribute the exchanged interest to ER Holdings and ER Holdings will issue to us a Class A Unit. If we issue other classes or series of equity securities, ER Holdings will issue to us an equal amount of equity securities of ER Holdings with designations, preferences and other rights and terms that are substantially the same as our newly issued equity securities. Any such exchanges generally will be completed on a one-for-one basis (or for a corresponding amount of cash) in the manner described above (subject to any adjustment to the exchange ratio discussed above). Such exchanges therefore are not expected to result in a material economic benefit to the exchanging holder that materially reduces the value of ERock to other investors.

As discussed above, however, it is possible that disparities will arise between the value of the Class B Units and the Class M Units, on one hand, and the Class A common stock, on the other hand, because any proceeds that we receive from ER Holdings and choose to retain or reinvest (instead of distributing to holders of our Class A common stock) would increase the value of the Class A common stock but would not correspondingly increase the value of the Class B Units and the Class M Units, and a Continuing Equity Unitholder or Continuing Profits Interest Unitholder who exchanges their membership interests in ER Holdings at a time when we have retained or reinvested proceeds could receive Class A common stock that is worth more than the exchanged membership interests in ER Holdings. The A&R LLCA will include mechanisms designed to reduce or eliminate any such disparity. Specifically, the A&R LLCA will provide that if we retain or reinvest any such proceeds (other than immaterial proceeds), ER Holdings will issue to ERock additional Class A Units and, at ERock's option, ERock may either make a stock dividend to its holders or may choose to adjust the total number of Class A Units, Class B Units, and Class M Units in ER Holdings then outstanding maintain parity between the Class B Units and the Class A common stock (i.e., to ensure, to the extent possible, that the value of the Class B Unit exchanged equals the value of the shares of Class A Common Stock received in that exchange) and to ensure that the Class M Units continue to participate to the same degree in the appreciation and profits of ER Holdings above any relevant Threshold Amount. There can be no assurance, however, that these mechanisms will fully prevent in whole or in part the economic benefit described above. Holders of our Class A common stock should be aware that this structural feature of our organization may result in the Continuing Equity Unitholders and Continuing Profits Interest Unitholders receiving disproportionate economic benefits relative to pre-exchange holders of our Class A common stock, particularly during periods of significant distributions by ER Holdings. Conversely, if we retire any shares of Class A common stock (or equity securities of other classes or series) for cash, ER Holdings will, immediately prior to such retirement, redeem an equal number of Class A Units (or its equity securities of the corresponding classes or series) held by us, upon the same terms and for the same price, as the shares of our Class A common stock (or equity securities of such other classes or series) are retired. In addition, membership interests of ER Holdings, as well as our common stock, will be subject to equivalent stock splits, dividends, reclassifications and other subdivisions.

The Continuing Profits Interest Unitholders holding Class M Units in ER Holdings may convert their Class M Units into Class B Units of equivalent value at the time of the conversion to the then-current value of the exchanged Class M Units. Additionally, the A&R LLCA will also entitle certain Continuing Equity Unitholders to exchange their Class B Units for shares of our Class A common stock on a one-for-one basis or, at our election in our sole discretion, for cash. The exchange ratio is subject to appropriate adjustment by us in the event Class A Units are issued to us without issuance of a corresponding number of shares of Class A common stock or in the

event of certain reclassifications, reorganizations, recapitalizations or similar transactions. When a Class B Unit is surrendered for exchange, it will not be available for reissuance.

The A&R LLCA will permit holders of the Class B Units and Class M Units to exercise their exchange rights subject to certain reasonable timing procedures and other conditions. The A&R LLCA will provide that a holder will not have the right to exchange Class B Units or Class M Units if we determine that such exchange would be prohibited by law or regulation or would violate other agreements with us, ER Holdings or any of their subsidiaries to which the holder is subject. Additionally, holders of Class M Units generally will not have the right to convert their Class M Units that have not yet vested. We intend to impose additional restrictions on exchanges that we determine to be necessary or advisable so that ER Holdings is not treated as a "publicly traded partnership" for U.S. federal income tax purposes.

The A&R LLCA also provides for mandatory exchanges under certain circumstances, including upon any transfer of membership interests to a person other than in a qualified transfer (as defined therein), in the case of violation of the transfer provisions of the A&R LLCA and, at the option of us, if the number of Class A Units, Class B Units and Class M Units outstanding and held by its members (other than those held by us) is less than 10% of the outstanding Class A Units, Class B Units and Class M Units of ER Holdings and held by its members (including those held by us) or in the discretion of us, with the consent of holders of at least 50% of the outstanding Class B Units, which consent must include the consent of EIP for so long as EIP and its affiliates collectively beneficially own a specified minimum percentage of the Class B Units held by EIP as of the closing of this offering.

We will have the right to determine when distributions will be made to holders of interests and the amount of any such distributions, other than with respect to tax distributions as described below. If a distribution is authorized, except as described below, such distribution will be made to the holders of Class A Units, Class B Units and Class M Units.

The holders of interests in ER Holdings, including us, will incur U.S. federal, state and local income taxes on their proportionate share of any taxable income of ER Holdings. The portion of the net profits and net losses of ER Holdings allocated to the holders of Class A Units, Class B Units and Class M Units generally will be allocated to the holders of those Units (including us) on a *pro rata* basis in accordance with the number of those units held by such holder; however, under applicable tax rules, ER Holdings will be required to allocate net taxable income disproportionately to its members in certain circumstances. The A&R LLCA will provide for periodic cash distributions, which we refer to as "tax distributions," to the holders of the units generally equal to the taxable income allocated to each holder of units (with certain adjustments) multiplied by an assumed tax rate. Generally, these tax distributions will be computed based on our estimate of the net taxable income of ER Holdings allocable per unit (based on the member which is allocated the largest amount of taxable income on a per interest basis) multiplied by an assumed tax rate generally equal to 30% for capital gains and qualified dividend income and 36% for all other types of income, in each case, subject to adjustment by us. The A&R LLCA generally will require tax distributions to holders of Class A Units, Class B Units and Class M Units to be *pro rata* in accordance with the ownership of interests in ER Holdings; however, if the amount of tax distributions to be made exceeds the amount of funds available for distribution, we shall receive a tax distribution calculated using the corporate tax rate, before the other members receive any distribution, and the balance, if any, of funds available for distribution shall be distributed first to the other partners *pro rata* in accordance with their assumed tax liabilities (also using the corporate tax rate), and then to all members (including us) *pro rata* until each member receives the full amount of its tax distribution. ER Holdings will also make non-*pro rata* payments to us to reimburse us for corporate and other overhead expenses (which payments will not be treated as distributions under the A&R LLCA). Notwithstanding the foregoing, no distribution will be made pursuant to the A&R LLCA to any member if such distribution would violate applicable law or result in ER Holdings or any of its subsidiaries being in default under any material agreement governing indebtedness.

The A&R LLCA is expected to provide that it may generally be amended, supplemented, waived or modified by us in our sole discretion without the approval of any other holder of units, except that no amendment can adversely affect the rights of a Designated Member (as defined therein) holding units without the consent of that Designated Member, provided that if an amendment affects all Designated Members holding the same class of units on a uniform or pro rata basis, it may be approved by holders of more than 50% of the outstanding units of such class in lieu of individual consent.

The A&R LLCA contains certain drag-along and tag-along rights. If we or our affiliates desire to transfer membership interests that would constitute a change of control of ER Holdings to a third party that is not our affiliate, we may require each other member of ER Holdings to either sell the same ratable share of its interests or to exchange its interests in ER Holdings. There are no dissenters' rights, appraisal rights or similar rights in connection with the exercise of drag-along rights. If we or our affiliates desire to transfer interests in ER Holdings to a third party that is not our affiliate, each other member will have the option to sell the same ratable share of its interests.

Proposed Transactions with Our Sponsor

Registration Rights Agreement

Prior to the consummation of this offering, we intend to enter into the Registration Rights Agreement with our Sponsor and Thomas McAndrew, which will grant them certain registration rights as described below:

Demand Registration. Subject to the lock-up restrictions described in this prospectus, our Sponsor and its permitted transferees may request in writing that we effect a registration (which may be a shelf registration or a registration for an underwritten offering) under the Securities Act with respect to Class A common stock currently owned or subsequently acquired, including upon the exchange of Class B Units; provided, that we are under no obligation to effect more than one resale registration within any 90-day period, and we are obligated to effect a resale registration only if the aggregate offering price proposed to be sold pursuant to such registration exceeds $25 million (in the case of a resale shelf registration on Form S-1) or $50 million (in the case of an underwritten offering). Depending on certain conditions, we may defer a demand registration for up to 60 days but not more than 90 days in any 12-month period. If the holders requesting registration intend to distribute their shares by means of an underwritten offering, the managing underwriter of such offering will have the right to limit the number of shares to be underwritten for reasons related to the marketing of the shares. We are obligated to effect shelf takedowns for underwritten offerings upon request, subject to certain limitations.

Piggyback Registration. In the event that we propose to register any of our securities under the Securities Act, either for our account or for the account of our other stockholders, our Sponsor and Thomas McAndrew and their respective permitted transferees will be entitled to certain piggyback registration rights allowing each to include its shares in the registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act, other than with respect to a demand registration, a registration statement on Form S-4 or S-8 or a registration statement solely relating to securities issuable upon the conversion, exchange or exercise of other securities, these holders will be entitled to notice of the registration and will have the right to include their registrable securities in the registration, subject to certain limitations.

Expenses; Indemnification. We must pay all registration expenses in connection with effecting any demand registration, shelf registration or piggyback registration. The Registration Rights Agreement contains customary indemnification and contribution provisions.

Term. Any securities covered by the Registration Rights Agreement will no longer be entitled to registration rights if such securities have been disposed of pursuant to an effective registration statement or Rule 144, can be immediately sold under Rule 144 without any volume or manner of sale restrictions thereunder or cease to be outstanding.

The form of the Registration Rights Agreement is filed as an exhibit to the registration statement of which this prospectus forms a part, and the foregoing description of the registration rights agreement is qualified in its entirety by reference thereto.

Historical Transactions with Our Sponsor

On December 27, 2024, pursuant to the 2024 Note Purchase Agreement, we issued the $10.0 million December 2024 Convertible Note to our Sponsor, with a maturity date of the later of (i) December 27, 2026 and (ii) for so long as the 2024 Credit Agreement remains outstanding, the date that is six months following the stated maturity date of the 2024 Credit Agreement. The December 2024 Convertible Note bears interest at 15% per annum, compounding quarterly, with PIK, meaning that accrued interest is added to the principal balance. Interest begins accruing on the issue date and continues until the earlier of the note's maturity or any event that triggers conversion or repayment prior to maturity, at the lender's election. For more information on the December 2024 Convertible Note, see Note 11 – Debt, to our consolidated financial statements included in this prospectus.

In January and February 2025, pursuant to the 2024 Note Purchase Agreement, we issued a total of $10.0 million in Additional 2024 Convertible Notes to our Sponsor on substantially the same terms and conditions as the December 2024 Convertible Note.

In April 2025, in connection with the A&R Note Purchase Agreement, we amended and restated each of the December 2024 Convertible Note and the Additional 2024 Convertible Notes and issued an additional $15.3 million in 2025 Convertible Notes to our Sponsor.

The 2025 Convertible Notes bear interest at 15.0% per annum, compounding quarterly, with PIK. Interest begins accruing on the original issue date of the applicable 2025 Convertible Note and continues until the earlier of the note's maturity or any event that triggers conversion or repayment prior to maturity. On May 13, 2026, portions of the Notes were converted into common units and the remaining Notes were redeemed in cash. As a result, the Notes are no longer outstanding as of the date of this prospectus. For more information on the A&R Convertible Notes, see Note 19 – Subsequent Events, to our consolidated financial statements included in this prospectus.

Board Observer Agreement

Pursuant to a Board Observer Agreement, dated as of April 23, 2026, by and among ERock, Inc. and Thomas McAndrew (the "Board Observer Agreement"), who is the former Chief Executive Officer of ER Holdings and who will become the holder of 5% or more of our voting securities through his ownership of shares of our common stock, Mr. McAndrew will serve as a non-voting observer of our board of directors (the "Board Observer") upon completion of this offering. Mr. McAndrew will serve as the Board Observer for so long as Mr. McAndrew and his affiliates beneficially own at least 5% of our issued and outstanding common stock. As the Board Observer, Mr. McAndrew has the right to attend each meeting of our board of directors as a non-voting observer and is not a member of our board of directors or any of its committees. The Board Observer Agreement provides for indemnification and advancement of expenses in any threatened, pending or completed proceeding brought against Mr. McAndrew by reason of his role as the Board Observer. In addition, ERock, Inc. has agreed to reimburse Mr. McAndrew for all reasonable and documented out-of-pocket expenses incurred in connection with attending meetings of our board of directors in person, but Mr. McAndrew will not receive any compensation in connection with his role as the Board Observer.

Policies and Procedures for Review of Related Person Transactions

Our board of directors will adopt a written related person transactions policy prior to the completion of this offering. Under the SEC rules and this policy, a "Related Person Transaction" is a transaction, arrangement or

relationship in which we or any of our subsidiaries was, is or will be a participant, the amount of which involved exceeds $120,000, and in which any related person had, has or will have a direct or indirect material interest. For purposes of SEC rules and the policy, a "Related Person" means:

- any person who is, or at any time during the applicable period was, one of our executive officers or one of our directors;
- any person who is known by us to be the beneficial owner of more than 5.0% of any class of our common stock; and
- any immediate family member of any of the foregoing persons, which means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of a director, executive officer or a beneficial owner of more than 5.0% of any class of our common stock, and any person (other than a tenant or employee) sharing the household of such director, executive officer or beneficial owner of more than 5.0% of any class of our common stock.

In approving or disapproving any Related Person Transaction, we expect that our audit committee will consider the relevant facts and circumstances available and deemed relevant to the audit committee. Any member of the audit committee who is a Related Person with respect to a transaction under review will not be permitted to participate in the deliberations or vote on approval or disapproval of the transaction. We did not have a formal review and approval policy for related person transactions at the time of any transaction described above.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information with respect to the beneficial ownership of our common stock that, upon the consummation of this offering and transactions related thereto, will be owned by:

- each person known to us to beneficially own more than 5% of the outstanding shares of our common stock;
- each of our named executive officers, directors and director nominees; and
- all of our executive officers and directors as a group.

"Shares Beneficially Owned Prior to this Offering" is based on 200,527,569 shares of our Class A common stock and our Class B common stock to be issued and outstanding immediately prior to the consummation of this offering, after giving effect to the Reorganization. "Shares Beneficially Owned After This Offering" is based on 219,132,221 shares of our Class A common stock and our Class B common stock to be issued and outstanding immediately after giving effect to the Reorganization and the offering, including expected use of proceeds. The number of shares of Class A common stock listed in the table below represents shares of Class A common stock directly owned, and assumes no exchange of Class B units for Class A common stock. The table does not reflect any shares of our Class A common stock that may be issued under the 2026 Plan as described under "Executive Compensation—2026 Equity Incentive Plan" or any shares of our Class A common stock that may be purchased through our directed share program, as described under "Underwriting—Directed Share Program."

Beneficial ownership is determined under the rules of the SEC and generally includes voting or investment power over securities. Except in cases where community property laws apply or as indicated in the footnotes to this table, we believe that each stockholder identified in the table possesses sole voting and investment power over all shares of common stock shown as beneficially owned by the stockholder. Shares of common stock subject to securities that are exercisable or vest within 60 days of the date of this prospectus are considered outstanding and beneficially owned by the person holding such securities for the purpose of computing the percentage voting power of that person but are not treated as outstanding for the purpose of computing the percentage voting power of any other person. Unless otherwise indicated below, the address of each beneficial owner listed below is c/o ERock, Inc., 1113 Vine Street, Suite 101, Houston, Texas 77002.

	Shares Beneficially Owned Prior to This Offering		Shares Beneficially Owned After This Offering (No Exercise)				Shares Beneficially Owned After This Offering (Full Exercise)			
			Class A common stock	Class B common stock	Combined Voting Power		Class A common stock	Class B common stock	Combined Voting Power	
Name or Beneficial Owner	Number	%	Number	Number	Number	%	Number	Number	Number	%
5% Shareholders:										
Entities affiliated with our Sponsor	109,988,986[1]	54.8%	19,302,379[2]	83,244,747[3]	102,547,126	46.8%	18,672,843[4]	80,525,446[5]	99,198,289	45.3%
Thomas McAndrew	22,974,228[6]	11.5%	—	22,509,112[7]	22,509,112	10.3%	—	22,299,810[8]	22,299,810	10.2%
Named Executive Officers, Directors and Director Nominees:										
John Carrington[9]	3,282,072	1.6%	3,282,072	—	3,282,072	1.5%	3,282,072	—	3,282,072	1.5%
Corey Amthor	7,809,872[10]	3.9%	1,576,756	5,615,674[11]	7,192,430	3.3%	1,576,756	5,337,825[12]	6,914,581	3.1%
Ian Blakely	7,809,872[13]	3.9%	1,576,756	5,615,674[14]	7,192,430	3.3%	1,576,756	5,337,825[15]	6,914,581	3.1%
Paul Froutan[16]	3,073,983	1.5%	3,073,983	—	3,073,983	1.4%	3,073,983	—	3,073,983	1.4%
Thomas McAndrew	22,974,228[6]	11.5%	—	22,509,112[7]	22,509,112	10.3%	—	22,299,810[8]	22,299,810	10.2%
Charles Boynton	—	—	—	—	—	—	—	—	—	—
Dan Brouillette[17]	207,690	*%	207,690	—	207,690	*%	207,690	—	207,690	*%
Hans Kobler	109,988,986[1]	54.8%	19,302,379[2]	83,244,747[3]	102,547,126	46.8%	18,672,843	80,525,446	99,198,289	45.3%
Lindsay Luger	—	—	—	—	—	—	—	—	—	—
Mark Patterson[18]	207,690	*%	207,690	—	207,690	*%	207,690	—	207,690	*%
Sameer Reddy	—	—	—	—	—	—	—	—	—	—
Tony Satterthwaite	—	—	—	—	—	—	—	—	—	—
All executive officers, directors and director nominees as a group (12 persons)	131,211,387	62.3%	29,360,956	93,341,896	122,702,852	53.5%	28,731,420	90,142,591	118,874,011	51.9%

* Represents holdings of less than 1% of any class of our common stock.

(1) Consists of (i) 89,287,639 shares of Class B common stock and an equal number of Class B Units held by EIP Flagship Fund I ER Holdings LLC ("Flagship") and (ii) 20,701,347 Class A Units held by EIF ER Blocker LLC. Each of EIF ER Holdings LLC (as the sole owner of Flagship), Energy Impact Fund (FT-D) LP (as owner of EIF ER Holdings LLC), Energy Impact Partners LLC (as the managing member of EIF ER Holdings LLC and the general partner of Energy Impact Fund (FT-D) LP) and Hans Kobler, one of our director nominees (as the managing member of Energy Impact Partners LLC), may also be deemed to be the beneficial owners having shared voting power and shared investment power of the securities held by Flagship. Each of Energy Impact Fund (FT-B) LP ("FT-B") (as the sole owner of EIF ER Blocker LLC), Energy Impact Partners LLC (as general partner of FT-B) and Mr. Kobler (as the managing member of Energy Impact Partners LLC) may also be deemed to be the beneficial owners having shared voting power and shared investment power of the securities held by EIF ER Blocker LLC. In connection with the IPO, EIF ER Blocker LLC will be merged with and into the Company pursuant to the Blocker Mergers, and the Class A common stock of the Company received pursuant to the Blocker Mergers will be held directly by FT-B. Voting and investment decisions with respect to the securities described in this footnote are made by the investment committee of Energy Impact Partners LLC, which is comprised of seven individuals, including Mr. Kobler, Lindsay Luger and Sameer Reddy, each of whom is one of our director nominees. Each member of this investment committee disclaims beneficial ownership of all securities described by this footnote except to the extent of his or her pecuniary interest therein. The principal business address of each of the entities and the individuals identified in this footnote is 600 Third Avenue, 38th Floor, New York, New York 10016.

(2) Gives effect to the Blocker Mergers upon receipt of proceeds from the offering, including the sale of 1,398,968 Class A Units to the Company.

(3) Number gives effect to 6,042,892 Class B units and a corresponding number of shares of Class B common stock sold by the holder to the Company upon receipt of proceeds from the offering.

(4) Gives effect to the Blocker Mergers upon receipt of proceeds from the offering, including the sale of 2,028,504 Class A Units to the Company.

(5) Number gives effect to 8,762,193 Class B units and a corresponding number of shares of Class B common stock sold by the holder to the Company upon receipt of proceeds from the offering.

(6) Consists of 16,612,858 shares of Class B common stock and an equal number of Class B Units held directly by Mr. McAndrew and 6,361,370 shares of Class B common stock and an equal number of Class B Units held by McAndrew Holdings, Ltd., which is controlled by Mr. McAndrew.

(7) Number gives effect to 465,116 Class B units and a corresponding number of shares of Class B common stock sold by the holder to the Company upon receipt of proceeds from the offering.

(8) Number gives effect to 674,418 Class B units and a corresponding number of shares of Class B common stock sold by the holder to the Company upon receipt of proceeds from the offering.

(9) Consists of shares of Class A common stock underlying Class M Units that are vested as of the date of this table or will vest within 60 days after such date.

(10) Consists of (i) 4,700,118 shares of Class B common stock and an equal number of Class B Units held directly by Mr. Amthor and 1,532,998 shares of Class B common stock and an equal number of Class B Units held by Amthor Family Holdings, Ltd., which Mr. Amthor controls and (ii) 1,576,756 shares of Class A common stock underlying Class M Units held by Amthor Family Holdings, Ltd. that are vested as of the date of this table or will vest within 60 days after such date.

(11) Number gives effect to 617,442 Class B units and a corresponding number of shares of Class B common stock sold by the holder to the Company upon receipt of proceeds from the offering.

(12) Number gives effect to 895,219 Class B units and a corresponding number of shares of Class B common stock sold by the holder to the Company upon receipt of proceeds from the offering.

(13) Consists of (i) 4,930,708 shares of Class B common stock and an equal number of Class B Units and (ii) 1,213,188 shares of Class A common stock underlying Class M Units that are vested as of the date of this table or will vest within 60 days after such date.

(14) Number gives effect to 449,233 Class B units and a corresponding number of shares of Class B common stock sold by the holder to the Company upon receipt of proceeds from the offering.

(15) Number gives effect to 651,388 Class B units and a corresponding number of shares of Class B common stock sold by the holder to the Company upon receipt of proceeds from the offering.

(16) Consists of shares of Class A common stock underlying Class M Units that are vested as of the date of this table or will vest within 60 days after such date.

(17) Consists of shares of Class A common stock underlying Class M Units that are vested as of the date of this table or will vest within 60 days after such date.

(18) Consists of shares of Class A common stock underlying Class M Units that are vested as of the date of this table or will vest within 60 days after such date.

DESCRIPTION OF CAPITAL STOCK

Upon completion of this offering, the authorized capital stock of ERock will consist of 800,000,000 shares of Class A common stock, $0.01 par value per share, of which 48,124,888 shares will be issued and outstanding, 350,000,000 shares of Class B common stock, $0.01 par value per share, of which 171,007,333 shares will be issued and outstanding and 20,000,000 shares of preferred stock, $0.01 par value per share, of which no shares will be issued and outstanding.

The following summary of the capital stock and certificate of incorporation and bylaws of ERock, Inc. does not purport to be complete and is qualified in its entirety by reference to the provisions of applicable law and to our certificate of incorporation and bylaws, which are filed as exhibits to the registration statement of which this prospectus is a part.

Common Stock

We will have two classes of authorized common stock: Class A common stock; and Class B common stock. Each share of Class A common stock and Class B common stock is entitled to one vote per share on all matters presented to our stockholders generally. Holders of our common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as provided in our certificate of incorporation or as otherwise required by applicable law. Holders of the Class A common stock and Class B common stock, as the case may be, would have a separate class vote if we subdivide, combine or reclassify shares of the other class without concurrently subdividing, combining or reclassifying shares of such class in a proportional manner. Pursuant to the DGCL, the holders of the outstanding shares of a class shall be entitled to vote as a class upon a proposed amendment, whether or not entitled to vote thereon by the certificate of incorporation, if the amendment would increase or decrease the par value of the shares of such class or alter or change the powers, preferences, or special rights of the shares of such class so as to affect them adversely.

Class A Common Stock

Voting Rights. Holders of our Class A common stock are entitled to one vote per share held of record on all matters to be voted upon by the stockholders. The holders of Class A common stock do not have cumulative voting rights in the election of directors.

Dividend Rights. Holders of our Class A common stock are entitled to ratably receive dividends when and if declared by our board of directors out of funds legally available for that purpose, subject to any statutory or contractual restrictions on the payment of dividends and to any prior rights and preferences that may be applicable to any outstanding preferred stock.

Liquidation Rights. Upon our liquidation, dissolution, distribution of assets or other winding up, the holders of our Class A common stock are entitled to receive ratably the assets available for distribution to the stockholders after payment of liabilities and the liquidation preference of any of our outstanding shares of preferred stock.

Issuance of Additional Class A Common Stock. We may issue additional shares of Class A common stock from time to time, subject to applicable provisions of our certificate of incorporation, bylaws and Delaware law. We are obligated to issue Class A common stock (subject to the transfer and exchange restrictions set forth in the partnership agreement) to holders of Class B Units (and Class B Units converted from Class M Units) who exchange those interests for shares of our Class A common stock on a one-for-one basis (unless we elect to satisfy such exchange for cash). When a Class B Unit (other than a Class B Unit converted from a Class M Unit) is exchanged for a share of our Class A common stock, the corresponding share of our Class B common stock will automatically be retired and restored to the status of an authorized but unissued share of Class B common stock.

Other Matters. Shares of Class A common stock have no preemptive or conversion rights and are not subject to further calls or assessment by us. There are no redemption or sinking fund provisions applicable to the Class A common stock. All outstanding shares of our Class A common stock, including the Class A common stock offered in this offering, are fully paid and non-assessable.

Class B Common Stock

Voting Rights. Holders of our Class B common stock are entitled to one vote per share held of record on all matters to be voted upon by the stockholders. The holders of Class B common stock do not have cumulative voting rights in the election of directors.

Dividend Rights. Holders of our Class B common stock are not entitled to dividends or any other economic rights in respect of their shares of Class B common stock.

Liquidation Rights. Upon our liquidation, dissolution, distribution of assets or other winding up, the holders of our Class B common stock will not be entitled to receive any distributions above the par value of the Class B common stock.

Other Matters. Holders of our Class B common stock do not have preemptive, subscription, redemption or conversion rights. The Class B common stock is subject to automatic retirement upon an exchange of a Class B Unit of ER Holdings for a share of Class A common stock. Subject to the terms of the certificate of incorporation, the shares of Class B common stock are non-transferable.

Preferred Stock

Our certificate of incorporation will authorize our board of directors, subject to any limitations prescribed by law, without further stockholder approval, to establish and to issue from time to time one or more classes or series of preferred stock, par value $0.01 per share, covering up to an aggregate of 20,000,000 shares of preferred stock. Each class or series of preferred stock will have the powers, preferences, rights, qualifications, limitations and restrictions determined by our board of directors, which may include, among others, dividend rights, liquidation preferences, voting rights, conversion rights, preemptive rights and redemption rights. Except as provided by law or in a preferred stock designation, the holders of preferred stock will not be entitled to vote at or receive notice of any meeting of stockholders.

Anti-Takeover Effects of Provisions of Our Certificate of Incorporation, Our Bylaws and Delaware Law

Some provisions of Delaware law, and our certificate of incorporation and our bylaws will contain provisions that could make the following transactions more difficult: acquisitions of us by means of a tender offer, a proxy contest or otherwise; or removal of our incumbent officers and directors. These provisions may also have the effect of preventing changes in our management. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions that might result in a premium over the market price for our shares.

These provisions, as summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with us. We believe that the benefits of increased protection and our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

Authorized but Unissued Capital Stock

Delaware law does not require stockholder approval for any issuance of shares that are authorized and available for issuance. However, the listing requirements of the NYSE, which would apply so long as the shares of Class A common stock remain listed on the NYSE, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or the then outstanding number of shares of Class A common stock. These additional shares may be used for a variety of corporate purposes, including future public offerings, to raise additional capital, or to facilitate acquisitions. Our board of directors may generally issue shares of one or more series of preferred stock on terms designed to discourage, delay, or prevent a change of control of the Company or the removal of our management. Moreover, our authorized but unissued shares of preferred stock will be available for future issuances in one or more series without stockholder approval and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, to facilitate acquisitions, and to fund employee benefit plans.

One of the effects of the existence of authorized and unissued and unreserved common stock or preferred stock may be to enable our board of directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of the Company by means of a merger, tender offer, proxy contest, or otherwise, and thereby protect the continuity of our management and possibly deprive our stockholders of opportunities to sell their shares of Class A common stock at prices higher than prevailing market prices.

Anti-Takeover Statute under Delaware Law

As permitted under Delaware law, we will be subject to the provisions of Section 203 of the DGCL. In general, those provisions prohibit a Delaware corporation from engaging in any business combination (as defined in Section 203 of the DGCL) with any interested stockholder (as defined in Section 203 of the DGCL) for a period of three years following the date that the stockholder became an interested stockholder, unless:

- the transaction is approved by our board of directors before the date the interested stockholder attained that status;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or
- on or after such time the business combination is approved by our board of directors and authorized at a meeting of stockholders by at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

Classified Board of Directors; Removal of Directors; Vacancies

Our certificate of incorporation will provide that our board of directors will be divided into three classes of directors, with directors serving staggered three-year terms. As a result, approximately one-third of the board of directors will be elected each year. During such time as our board is classified, our certificate of incorporation and bylaws will provide that any director may be removed for cause only and only by the affirmative vote of at least 66 2/3% of the voting power of the stock outstanding and entitled to vote on the election of directors, voting together as a single class. In addition, during such time, the classification of directors will have the effect of making it more difficult for stockholders to change the composition of our board of directors. In addition, vacancies, including as a result of newly created directorships on the board of directors, shall be filled at any time only by the remaining directors, or a sole remaining director.

No Cumulative Voting

The DGCL provides that a stockholder's right to vote cumulatively in the election of directors does not exist unless the certificate of incorporation specifically provides otherwise. Our certificate of incorporation will not provide for cumulative voting.

Special Meetings of Stockholders

Our certificate of incorporation will provide that special meetings of the stockholders may be called only by the board of directors, the chairperson of our board or our Chief Executive Officer. Our bylaws will prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting.

Stockholder Action by Written Consent

Our certificate of incorporation will preclude stockholder action by written consent.

Requirements for Advance Notification of Stockholder Meetings, Nominations and Proposals

Our bylaws will establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as director. In order for any matter to be "properly brought" before a meeting, a stockholder will have to comply with such advance notice procedures and provide us with certain information. Our bylaws will allow the chairperson of the meeting of stockholders to adopt rules and regulations for the conduct of meetings which may have the effect of precluding the conduct of certain business at a meeting if such rules and regulations are not followed.

Supermajority Voting for Amendments to Our Governing Documents

Our certificate of incorporation and our bylaws will provide that the board of directors is expressly authorized to adopt, make, alter, amend or repeal our bylaws. In addition, our certificate of incorporation will provide that (a) certain articles of the certificate of incorporation, including those relating to (i) the board size, classification, removal and vacancies, (ii) stockholder action by written consent, (iii) special meetings of stockholders, (iv) amendment of certificate and bylaws, (v) liability of directors and officers, (vi) corporate opportunity waiver and (vii) forum selection, may be amended only by a vote of at least 66 2/3% of the voting power of our stock outstanding and entitled to vote thereon, voting together as a single class, and (b) any adoption, alteration, amendment or repeal of our bylaws by our stockholders will require the affirmative vote of holders of at least 66 2/3% of the voting power of our stock outstanding and entitled to vote thereon, voting together as a single class.

Corporate Opportunity

Under our certificate of incorporation, to the fullest extent permitted by law, we will renounce any interest or expectancy in, or in being offered an opportunity to participate in, any business opportunities that are from time to time presented to any of our non-employee directors and any of their respective agents, stockholders, members, partners, directors, officers, employees, affiliates or subsidiaries (other than the company and our subsidiaries) (each, a "Business Opportunities Exempt Party"), even if the business opportunity is one that we or our subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and no Business Opportunities Exempt Party shall have any duty to communicate or offer any such business opportunity to us or be liable to us or any of our subsidiaries or any stockholder, including for breach of any fiduciary or other duty, as a director or officer or controlling stockholder or otherwise, and we shall indemnify each Business Opportunities Exempt Party against any claim that such person is liable to us or our stockholders for breach of any fiduciary duty, by reason of the fact that such person (i) participates in, pursues or acquires any such business opportunity, (ii) directs any such business opportunity to another person or (iii) fails to present any such business opportunity, or information regarding any such business opportunity, to us or our subsidiaries, unless, in the case of a person who is our director or officer, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as our director or officer.

Forum Selection

To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our certificate of incorporation includes forum selection

provisions. More specifically, our certificate of incorporation will provide that, unless we select or consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have, or declines to accept, subject matter jurisdiction, another state court or a federal court located within the State of Delaware) will, to the fullest extent permitted by law, be the sole and exclusive forum for: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a breach of fiduciary duty owed by any current or former director, officer, stockholder, or employee of the company to the company or our stockholders; (iii) any action asserting a claim against us arising under the DGCL, our certificate of incorporation or our bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; or (iv) any other action asserting a claim against us that is governed by the internal affairs doctrine. Further, unless we select or consent to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Our choice of forum provision does not apply to suits brought to enforce any liability or duty created by the Exchange Act and investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder.

Our certificate of incorporation will also provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of, and to have consented to, this forum selection provision. Although we believe these provisions will benefit us by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against our directors, officers, employees and agents. The enforceability of similar exclusive forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could rule that this provision in our certificate of incorporation is inapplicable or unenforceable.

Limitations on Liability and Indemnification of Officers and Directors

The DGCL authorizes corporations to limit or eliminate the personal liability of directors and certain officers to corporations and their stockholders for monetary damages for breaches of their fiduciary duties, subject to certain exceptions. Our certificate of incorporation will include a provision that eliminates the personal liability of directors and officers for monetary damages to the corporation or its stockholders for any breach of fiduciary duty as a director or officer to the fullest extent permitted by DGCL (as the same may be amended and/or restated from time to time), except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The effect of these provisions is to eliminate the rights of us and our stockholders to recover monetary damages from a director or officer for breach of fiduciary duty as a director or officer, including breaches resulting from grossly negligent behavior. Under current law, this provision will not limit or eliminate the liability of any officer in any action by or in the right of the Company, including any derivative claim. Further, the exculpation from liability for monetary damages does not apply to any director or officer if the director or officer has breached their duty of loyalty to the corporation and its stockholders, acted in bad faith, knowingly or intentionally violated the law, or derived an improper benefit from their actions as a director or officer. In addition, exculpation does not apply to any director in connection with the authorization of illegal dividends, redemptions or stock repurchases.

Our bylaws will also provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law. Our bylaws also will permit us to purchase insurance on behalf of any officer, director, employee or other agent for any liability arising out of that person's actions as our officer, director, employee or agent, regardless of whether Delaware law would permit indemnification. We intend to enter into indemnification agreements with each of our current and future directors and officers. These agreements will similarly require us to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We believe that the limitation of liability provision that will be in our certificate of incorporation and the indemnification agreements will facilitate our

ability to continue to attract and retain qualified individuals to serve as directors and officers. There is currently no pending material litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought.

Registration Rights

For a description of registration rights with respect to our Sponsor and Thomas McAndrew, see "*Certain Relationships and Related Party Transactions—Proposed Transactions with Our Sponsor—Registration Rights Agreement.*"

Transfer Agent and Registrar

The Transfer Agent and Registrar for our Class A common stock is Equiniti Trust Company, LLC.

Listing

We have applied to list our Class A common stock on the NYSE under the symbol "EROC."

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock. Future sales of our Class A common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect the market price of our Class A common stock prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of a substantial number of shares of our Class A common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price of our Class A common stock at such time and our ability to raise equity-related capital at a time and price we deem appropriate.

Sales of Restricted Shares

Upon the closing of this offering, we will have outstanding an aggregate of 48,124,888 shares of Class A common stock. Of these shares, all of the 27,906,977 shares of Class A common stock (or 32,093,023 shares of Class A common stock if the underwriters' option to purchase additional shares is exercised) to be sold in this offering will be freely tradable without restriction or further registration under the Securities Act, unless the shares are held by any of our "affiliates" as such term is defined in Rule 144 under the Securities Act. All remaining shares of Class A common stock that will be held by our Sponsor will be deemed "restricted securities" as such term is defined under Rule 144. The restricted securities were issued and sold by us in private transactions and are eligible for public sale only if registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which rules are summarized below.

As a result of the lock-up agreements described below, 20,217,911 shares of Class A common stock (19,588,375 shares if the underwriters' option to purchase additional shares is exercised in full) will be eligible for sale upon the expiration of the lock-up agreements, beginning 180 days after the date of this prospectus when permitted under Rule 144 or Rule 701.

Lock-Up Agreements

We, our directors and executive officers, and the holders of substantially all of our Class A and Class B common stock have agreed not to sell any shares of Class A common stock or securities convertible into or exercisable or exchangeable for Class A common stock for a period of 180 days from the date of this prospectus, subject to certain exceptions and extensions. See "Underwriting" for a description of these lock-up provisions.

Rule 144

In general, under Rule 144 under the Securities Act as currently in effect, a person (or persons whose shares are aggregated) who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale, and who has beneficially owned restricted securities within the meaning of Rule 144 for at least sixth months (including any period of consecutive ownership of preceding non-affiliated holders) would be entitled to sell those shares, subject only to the availability of current public information about us. A non-affiliated person (who has been unaffiliated for at least the past three months) who has beneficially owned restricted securities within the meaning of Rule 144 for at least one year would be entitled to sell those shares without regard to the provisions of Rule 144.

Beginning 90 days after the effective date of the registration statement of which this prospectus forms a part, a person (or persons whose shares are aggregated) who is deemed to be an affiliate of ours and who has beneficially owned restricted securities within the meaning of Rule 144 for at least nine months would be entitled to sell within any three-month period a number of shares that does not exceed the greater of one percent of the then outstanding shares of our common stock or the average weekly trading volume of our Class A common

stock reported through the NYSE during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale. Such sales are also subject to certain manner of sale provisions, notice requirements and the availability of current public information about us.

Rule 701

In general, under Rule 701 under the Securities Act, any of our employees, directors, officers, consultants or advisors who purchases shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of this offering is entitled to sell such shares 90 days after the effective date of this offering in reliance on Rule 144, without having to comply with the holding period requirement of Rule 144 and, in the case of non-affiliates, without having to comply with the public information, volume limitation or notice filing provisions of Rule 144. The SEC has indicated that Rule 701 will apply to typical stock options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after the date of this prospectus.

Registration Rights

After this offering, and subject to the lock-up agreements described herein, our Sponsor and Thomas McAndrew will be entitled to certain rights with respect to the registration of their shares of our Class A common stock currently owned or subsequently acquired, including upon the exchange of Class B Units, under the Securities Act. For more information, see "*Certain Relationships and Related Person Transactions—Proposed Transactions with Our Sponsor—Registration Rights Agreement*." After such registration, these shares of our Class A common stock will become freely tradable without restriction under the Securities Act.

Stock Issued Under Employee Plans

We intend to file a registration statement on Form S-8 under the Securities Act to register stock issuable under our 2026 Plan. This registration statement on Form S-8 is expected to be filed following the effective date of the registration statement of which this prospectus is a part and will be effective upon filing. Accordingly, shares registered under such registration statement will be available for sale in the open market following the effective date, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described above.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of the material U.S. federal income tax considerations generally applicable to the ownership and disposition of shares of our Class A common stock acquired pursuant to this offering. This discussion is a summary only and does not address all aspects of U.S. federal income taxation that may be relevant to a particular holder in light of that holder's special circumstances (including the impact of the Medicare contribution tax on net investment income and the alternative minimum tax) or to holders subject to special tax rules (including a "controlled foreign corporation," "passive foreign investment company," company that accumulates earnings to avoid U.S. federal income tax, S corporations, real estate investment trusts, registered investment companies, a tax-exempt organization or a governmental organization, a financial institution (including banks and insurance companies), a person holding our Class A common stock as part of a hedge, straddle, or other risk reduction strategy or as part of a conversion transaction or other integrated investment, a person who holds or receives our Class A common stock pursuant to the exercise of any employee stock option or otherwise as compensation, a tax-qualified retirement plan or other employee benefit plans, a "qualified foreign pension fund" as defined in Section 897(l)(2) of the Internal Revenue Code of 1986, as amended (the "Code") or an entity all of the interests of which are held by qualified foreign pension funds, a broker or dealer in securities, a U.S. expatriate or a former U.S. citizen or resident, persons whose "functional currency" is not the U.S. dollar, or persons that will own, directly, indirectly or by attribution 5% or more (by vote or value) of our outstanding stock).

Except as specifically provided herein, this discussion addresses only U.S. federal income taxation (and not, without limitation, any other aspect of U.S. federal taxation or any aspect of state, local or non-U.S. taxation). In addition, this discussion deals only with U.S. federal income tax consequences to a holder that acquires our Class A common stock in this offering and holds our Class A common stock as a capital asset.

This summary is based on current U.S. federal income tax law, which is subject to change, possibly with retroactive effect. There can be no assurance that the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership and disposition of our Class A common stock.

We have not sought, and will not seek, a ruling from the IRS as to any U.S. federal income tax consequences described herein. The IRS may disagree with the discussion herein, and its position may be upheld by a court. Moreover, there can be no assurance that future legislation, regulations, administrative rulings or court decisions will not adversely affect the accuracy of the statements in this discussion. Each prospective purchaser of our Class A common stock is urged to consult its tax advisor with respect to U.S. federal, state, local and non-U.S. income and other tax consequences of holding and disposing of our Class A common stock applicable to its particular situation.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our Class A common stock, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. Partnerships holding our Class A common stock and partners in such partnerships should consult their tax advisors concerning the U.S. federal, state, local and non-U.S. income and other tax consequences of holding and disposing of our Class A common stock.

THIS DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED AS, LEGAL OR TAX ADVICE. PROSPECTIVE HOLDERS SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF OWNING AND DISPOSING OF OUR CLASS A COMMON STOCK, AS WELL AS THE APPLICATION OF ANY U.S. FEDERAL NON-INCOME, STATE, LOCAL AND NON-U.S. INCOME, GIFT, ESTATE AND OTHER TAX CONSIDERATIONS (INCLUDING APPLICABLE TAX

REPORTING REQUIREMENTS) OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR CLASS A COMMON STOCK IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

U.S. Holders

This section applies to you if you are a "U.S. Holder." A U.S. Holder is a beneficial owner of shares of our Class A common stock that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity or arrangement that is classified as a corporation) created, incorporated, or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is includible in gross income for U.S. federal income purposes regardless of its source; or
- a trust, if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more "United States persons" (as defined in the Code) have authority to control all substantial decisions of the trust or (ii) it has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

Taxation of Distributions. As described in the section entitled "*Dividend Policy*," we do not anticipate declaring or paying dividends to holders of our Class A common stock in the foreseeable future. However, if we do make distributions of cash or property on our Class A common stock (other than certain pro rata distributions of our stock), such distributions generally will constitute dividends for U.S. federal income tax purposes to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Distributions in excess of our current and accumulated earnings and profits will constitute a tax-free return of capital that will be applied against and reduce (but not below zero) the U.S. Holder's adjusted tax basis in our Class A common stock. Any remaining excess will be treated as gain realized on the sale or other disposition of the Class A common stock and will be treated as described under "*U.S. Holders—Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Class A common stock*."

Dividends we pay to a U.S. Holder that is taxable as a corporation generally will qualify for the dividends received deduction if the requisite holding period is satisfied, subject to other limitations, including with respect to debt-financed portfolio stock and extraordinary dividends. With certain exceptions (including, but not limited to, dividends treated as investment income for purposes of investment interest deduction limitations), and provided certain holding period requirements are met, dividends we pay to a U.S. Holder that is not taxable as a corporation may constitute "qualified dividend income" that would be eligible for taxation at the preferential U.S. federal income tax rates applicable to long-term capital gains. If the applicable holding period requirements are not satisfied, then a U.S. Holder that is taxable as a corporation may not be able to qualify for the dividends received deduction and would have taxable income equal to the entire dividend amount, and a U.S. Holder that is not taxable as a corporation may be subject to tax on such dividend at regular ordinary income tax rates instead of the preferential rate that applies to qualified dividend income. U.S. Holders should consult their own tax advisors regarding the availability of the dividends-received deduction and the reduced rate applicable to qualified dividend income in their particular circumstances.

Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Class A Common Stock. Upon a sale, taxable exchange or other taxable disposition of our Class A common stock, a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between the amount realized upon the disposition and the U.S. Holder's adjusted tax basis in the Class A common stock. A U.S. Holder's adjusted tax basis in its Class A common stock generally will equal the U.S. Holder's acquisition cost for the Class A common stock, less any prior distributions treated as a return of capital. Any capital gain or loss generally will be long-term capital gain or loss if the U.S. Holder's holding period for the Class A common stock so disposed of exceeds one year. If the holding period requirements are not satisfied, any gain on a sale or taxable disposition of

the Class A common stock would be short-term capital gain taxed at short-term capital gains rates (generally equal to ordinary income tax rates). Long-term capital gains recognized by U.S. holders that are not taxable as a corporation will be eligible to be taxed at reduced rates. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding. In general, information reporting requirements may apply to dividends paid to a U.S. Holder and to the proceeds of the sale, taxable exchange or other taxable disposition of our shares of Class A common stock, unless the U.S. Holder is an exempt recipient and demonstrates such status. Backup withholding (currently at a rate of 24%) may apply to such payments if the U.S. Holder (i) fails to provide a taxpayer identification number and an IRS Form W-9 or other certification of exempt status or (ii) has been notified by the IRS that it is subject to backup withholding (and such notification has not been withdrawn). Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS.

Non-U.S. Holders

This section applies to you if you are a "Non-U.S. Holder." A "Non-U.S. Holder" is a beneficial owner of shares of our Class A common stock who or that is, for U.S. federal income tax purposes, an individual, corporation, trust or estate that is not a U.S. Holder.

Taxation of Distributions. As described in the section entitled "Dividend Policy," we do not anticipate declaring or paying dividends to holders of our Class A common stock in the foreseeable future. However, if we do make distributions of cash or property on our Class A common stock (other than certain pro rata distributions of our stock), such distributions generally will constitute dividends for U.S. federal income tax purposes to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Distributions in excess of current and accumulated earnings and profits will constitute a tax-free return of capital that will be applied against and reduce (but not below zero) the Non-U.S. Holder's adjusted tax basis in our Class A common stock. Any remaining excess, will be treated as gain realized on the sale or other disposition of the Class A common stock and will be treated as described under "*Non-U.S. Holders—Sale, Exchange or Other Taxable Disposition of Class A common stock*."

Subject to the discussion below under "*—Additional Withholding Tax on Payments Made to Foreign Accounts*," dividends paid to a Non-U.S. Holder of our Class A common stock that are not effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, provided the Non-U.S. Holder furnishes a duly completed and properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) certifying qualification for the lower treaty rate. These certifications must be provided to the applicable withholding agent prior to the payment of dividends and must be updated periodically. A Non-U.S. Holder that does not timely furnish the required documentation, but is eligible for a reduced rate of withholding tax under an income tax treaty generally may obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. If a Non-U.S. Holder holds our Class A common stock through a foreign partnership or a foreign intermediary, the Non-U.S. Holder (and, in certain cases, the partnership or intermediary) may be required to provide additional documentation in order to obtain the benefits of an applicable income tax treaty. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under an applicable income tax treaty and the manner of claiming the benefits of such treaty.

Dividends that are effectively connected with a Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or, individual fixed base maintained by such Non-U.S. Holder within the United States) generally are not subject to the withholding tax described above if the Non-U.S. Holder provides a properly executed IRS Form W-8ECI

(or other applicable successor form) certifying that the dividends are so connected. Instead, such dividends will be subject to U.S. federal income tax on a net income basis at graduated U.S. federal income tax rates generally applicable to United States persons. Dividends received by a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes that are effectively connected with its conduct of a trade or business within the United States may be subject to an additional branch profits tax at a 30% rate (or such lower rate as may be specified by an applicable income tax treaty).

Sale, Exchange or Other Taxable Disposition of Class A common stock. Subject to the discussion below under "*—Additional Withholding Tax on Payments Made to Foreign Accounts*," a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain recognized upon the sale, exchange or other taxable disposition of shares of our Class A common stock, unless:

- such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or a fixed base maintained by such Non-U.S. Holder within the United States);
- such Non-U.S. Holder is a nonresident alien individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met; or
- we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes (a "USRPHC") at any time within the shorter of the five-year period ending on the date of disposition or the period that such Non-U.S. Holder held shares of our Class A common stock (the "applicable period").

Gain described in the first bullet above generally will be subject to U.S. federal income tax on a net income basis at the graduated rates generally applicable to United States persons. A Non-U.S. Holder described in the first bullet above that is a corporation for U.S. federal income tax purposes also may be subject to the branch profits tax described above. A Non-U.S. Holder described in the second bullet above generally will be subject to U.S. federal income tax at a flat rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on the gain, which may be offset by certain U.S.-source capital losses of the Non-U.S. Holder recognized in the same taxable year.

We believe we are not, and do not expect to become a USRPHC. However, no assurance can be given that we will not become a USRPHC in the future. Even if we are or were to become a USRPHC, so long as our Class A common stock is "regularly traded on an established securities market" (within the meaning of Section 897(c)(3) of the Code), a Non-U.S. Holder will be subject to U.S. federal income tax on gain from the disposition of our Class A common stock only if such Non-U.S. Holder actually or constructively owned more than 5% of our Class A common stock at any time during the applicable period. If our Class A common stock were not so regularly traded, (i) the Non-U.S. Holder disposing of our Class A common stock generally would be subject to U.S. federal income tax on any gain recognized on the disposition on a net income basis as if such gain were effectively connected with the conduct of a U.S. trade or business, (ii) the purchaser of the Class A common stock generally would be required to withhold and remit to the IRS 15% of the purchase price, and (iii) the Non-U.S. Holder generally would be required to file a U.S. federal income tax return with respect to any gain recognized. Non-U.S. Holders should consult their own tax advisors regarding the possible application of these rules to their investment in our Class A common stock.

Information Reporting Requirements and Backup Withholding. The amount of dividends or proceeds paid to a Non-U.S. Holder, the name and address of the Non-U.S. Holder and the amount of tax, if any, withheld generally will be reported to the IRS. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides.

A Non-U.S. Holder generally will be required to provide proper certification (usually on a Form W-8BEN or Form W-8BEN-E, as applicable) to establish that the Non-U.S. Holder is not a U.S. person or otherwise qualifies for an exemption in order to avoid backup withholding tax with respect to our payment of dividends on, or the proceeds from the disposition of, our Class A common stock. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against that Non-U.S. Holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS. Each Non-U.S. Holder should consult its tax advisor regarding the application of the information reporting rules and backup withholding to it.

Additional Withholding Tax on Payments Made to Foreign Accounts. Withholding taxes may be imposed under Sections 1471 to 1474 of the Code, the Treasury Regulations promulgated thereunder and other official guidance (commonly referred to as "FATCA") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of, our Class A common stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence, reporting and withholding obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence, reporting and withholding requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Accordingly, the entity through which our Class A common stock is held will affect the determination of whether such withholding is required. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules. Future Treasury Regulations or other official guidance may modify these requirements.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on our Class A common stock. Under proposed regulations, the preamble to which states that taxpayers may rely on the proposed regulations until final regulations are issued, this withholding tax will not apply to the gross proceeds from the sale, exchange, redemption or other taxable disposition of our Class A common stock. There can be no assurance that the proposed regulations will be finalized in their present form. If FATCA withholding is imposed, a beneficial owner that is not a foreign financial institution generally may obtain a refund of any amounts withheld by filing a U.S. federal income tax return (which may entail significant administrative burden).

You should consult your tax advisor regarding the possible implications of FATCA withholding tax on an investment in our Class A common stock (including the possibility of FATCA withholding on payments made to financial intermediaries through which the Non-U.S. Holders hold their Class A common stock).

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares indicated below:

Name	Number of Shares
Morgan Stanley & Co. LLC	
J.P. Morgan Securities LLC	
Barclays Capital Inc.	
BofA Securities, Inc.	
Evercore Group L.L.C.	
Guggenheim Securities, LLC	
Nomura Securities International, Inc.	
WR Securities, LLC	
BNP Paribas Securities Corp.	
Total:	

"Wolfe | Nomura Alliance" is the marketing name used by Wolfe Research Securities and Nomura Securities International, Inc. in connection with certain equity capital markets activities conducted jointly by the firms. Both Nomura Securities International, Inc. and WR Securities, LLC are serving as underwriters in the offering described herein. In addition, WR Securities, LLC and certain of its affiliates may provide sales support services, investor feedback, investor education, and/ or other independent equity research services in connection with this offering.

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the shares of Class A common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of Class A common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of Class A common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the shares of Class A common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ per share under the public offering price. After the initial offering of the shares of Class A common stock, the offering price and other selling terms may from time to time be varied by the representatives. Sales of Class A common stock made outside of the United States may be made by affiliates of the underwriters.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to 4,186,046 additional shares of Class A common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of Class A common stock offered by this prospectus. To the extent the over-allotment option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of Class A common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of Class A common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' over-allotment option.

		Total	
	Per Share	No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us:			
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $8.5 million. We have agreed to reimburse the underwriters for their expenses relating to clearance of this offering with the Financial Industry Regulatory Authority ("FINRA") up to $50,000,000.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of Class A common stock offered by them.

We have applied to list our Class A common stock on the NYSE under the trading symbol "EROC".

We have agreed with the underwriters that during the period of 180 days after the date of this prospectus (the "Restricted Period"), without the prior written consent of Morgan Stanley & Co. LLC on behalf of the underwriters, we will not (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock, including limited liability company interests in ER Holdings convertible or exercisable or exchangeable for or that represent the right to receive common stock (the "Lock-Up Securities"), (2) enter into any hedging, swap, loan or other arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward or any other derivative transaction or instrument, however described or defined) that transfers to another, in whole or in part, any of the economic consequences of ownership of the Class A common stock or (3) confidentially submit any draft registration statement or file any registration statement with the Commission relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock. The restrictions do not apply to (A) the Class A common stock to be sold to the underwriters in this offering; or the issuance, transfer, redemption or exchange of securities under the Reorganization or the transactions described in this prospectus, (B) the issuance by us of shares of common stock upon the exercise of an option or warrant or settlement of a restricted stock unit or other equity award or the conversion of a security outstanding, (C) the grant of options or any other type of equity award described in this prospectus and the issuance of shares of common stock or securities convertible into or exercisable or exchangeable for shares of common stock to our employees, officers, directors, advisors, or consultants pursuant to the terms of an equity compensation plan in effect as of date of the consummation of this offering provided that such recipients enter into a lock-up agreement with the underwriters, (D) the filing of a registration statement on Form S-8 in connection with the registration of shares of common stock issuable under any equity-based compensation plan, incentive plan, stock plan, or dividend reinvestment plan approved by the Company's board of directors, (E) the issuance of common stock, preferred stock, convertible debt or other equity linked security (i) in connection with any other merger, acquisition, strategic transaction or other business combination or (ii) in exchange for the assets of, or a majority or controlling portion of the equity of, another entity, and the filing of a registration statement on Form S-4 or other appropriate form required by the Securities Act, and any amendments thereto in connection therewith, provided that the aggregate number of shares of common stock or any securities convertible into, or exercisable or exchangeable for, common stock that the Company may issue or agree to issue pursuant to this clause shall not exceed ten percent (10.0%) of the total number of shares of common stock outstanding immediately following the completion of this offering (F) facilitating the establishment of a trading plan on behalf of a shareholder, officer or director of the Company pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of

common stock, provided that (i) such plan does not provide for the transfer of common stock during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of common stock may be made under such plan during the Restricted Period, (G) any shares of common stock issued pursuant to any non-employee director stock plan or dividend reinvestment plan referred to in this Prospectus, or (H) the confidential submission or filing of any registration statement relating to any proposed offering of shares of common stock beneficially owned by any of our stockholders that executed lock-up agreements but the restrictions of which have expired or been waived prior to the end of the Restricted Period.

Our directors and executive officers and the holders of substantially all of our common stock, stock options, or any securities convertible into or exercisable or exchangeable for, or that represent the right to receive, common stock, including ER Holdings membership interests convertible or exercisable or exchangeable for or that represent the right to receive common stock, have agreed that, without the prior written consent of Morgan Stanley & Co. LLC on behalf of the underwriters, they will not, and will not publicly disclose an intention to, during the Restricted Period:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any Lock-Up Securities; or
- enter into any hedging, swap, loan or other arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward or any other derivative transaction or instrument, however described or defined) that transfers to another party, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities;

whether any such transaction described above is to be settled by delivery of securities, in cash or otherwise. In addition, each such person has agreed that, without the prior written consent of Morgan Stanley & Co. LLC on behalf of the underwriters, such other person will not, during the Restricted Period, make any demand for, or exercise any right with respect to, the registration of any Lock-Up Securities.

The restrictions described in the immediately preceding paragraph to do not apply to:

a) transactions relating to securities acquired in open market transactions after the completion of this offering, provided that prior to the expiration of the Restricted Period, no public disclosure or filing under the Exchange Act by any party to the transfer shall be required or made voluntarily (other than a required filing on Form 4 or the filing of a required Schedule 13D, 13G or 13F) reporting a reduction in beneficial ownership of Lock-Up Securities and if any required filing under Section 16(a) of the Exchange Act, or other public disclosure, is made reporting a reduction in beneficial ownership of Lock-Up Securities during the Restricted Period, such filing or disclosure must clearly indicate the circumstances of such transfer;

b) transfers of Lock-Up Securities (i) as a bona fide gift or to a charitable organization or educational institution or (ii) for bona fide estate planning purposes in each case, in a transfer not involving a disposition for value;

c) transfers or dispositions of Lock-Up Securities to any member of the immediate family or any trust for the direct or indirect benefit of the holder or if the holder is a trust, to a trustor, trustee or any beneficiary (including such trustor, trustee or beneficiary's estate) in a transaction not involving a disposition for value;

d) distributions, transfers or dispositions of Lock-Up Securities to any corporation, partnership, limited liability company, other entity that is an affiliate of the holder or the immediate family of the holder in a transaction not involving a disposition for value, or to any person who, director or indirectly, controls, is controlled by, or is under common control with the holder, including, without limitation any venture capital fund or investment fund now or hereafter existing that is controlled by one or more

general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, the holder;

e) transfers or dispositions of Lock-Up Securities (i) by will, other testamentary document or intestate succession and (ii) by operation of law including, without limitation, pursuant to orders of a court or regulatory agency, in connection with a negotiated divorce settlement, pursuant to a qualified domestic relations order or by other court order;

f) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (b) through (e) above;

g) distributions, transfers or dispositions of Lock-Up Securities to limited partners or stockholders of the undersigned in a transaction not involving a disposition for value;

h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of securities, provided that (i) such plan does not provide for the transfer of securities during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the holder or us regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of securities may be made under such plan during the Restricted Period;

i) Lock-Up Securities transferred pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of Lock-Up Securities which would result in any person or group of persons becoming the beneficial owners (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of 50% of our outstanding voting securities (or of the surviving entity), provided that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Lock-Up Securities shall remain subject to the provisions of the lock-up;

j) transfers, conversions, reclassifications, redemptions or exchanges of Lock-Up Securities pursuant to the Reorganization transactions described in this prospectus;

k) the transfer to us of shares of common stock or any securities convertible into or exercisable or exchangeable for common stock pursuant to arrangements under which we have the option or right to repurchase such shares or to satisfy any tax, including estimated tax, remittance, or other payment obligations of the undersigned arising in connection with a vesting event of our securities or upon the settlement of restricted stock units, in all such cases pursuant to equity awards granted under a stock incentive plan or other equity award plan described in this prospectus relating to this offering, provided, that any remaining shares of common stock received upon such vesting or settlement shall be subject to the terms of the lock-up agreement; and provided further, that no public disclosure or filing shall be made voluntarily during the Restricted Period nor shall be required within 30 days after the date of this prospectus, and after such 30th day, any filing under Section 16(a) of the Exchange Act during the Restricted Period shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (k);

provided, in the case of any transfer, disposition or distribution pursuant to clauses (b) through (g), that (i) each transferee, donee or distributee shall sign and deliver a lock-up agreement substantially in the form of the lock-up agreement and (ii) no public announcement or filing under Section 16(a) of the Exchange Act or any other public filing or disclosure reporting a reduction in beneficial ownership of shares of Lock-Up Securities, will be required or will be voluntarily made during the Restricted Period, other than any Schedule 13G, 13D or Form 13F (or any amendments to such schedules or forms) with respect to such transfer, disposition or distribution (other than, in the case of a transfer or other disposition pursuant to clause (b), (e) or (g), to the extent such transfer or other disposition is to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clause (b), (e) or (g), above, if the holder is subject to Section 16 reporting with respect to the Company under the Exchange Act and any Form 4 or Form 5 is required to be filed under the Exchange Act, any such filing will indicate by footnote disclosure or otherwise the nature of the transfer or disposition).

In order to facilitate the offering of the Class A common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the Class A common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option described above. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Class A common stock in the open market after pricing that could adversely affect investors who purchase shares of Class A common stock in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of Class A common stock in the open market to stabilize the price of the Class A common stock. These activities may raise or maintain the market price of the Class A common stock above independent market levels or prevent or retard a decline in the market price of the Class A common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares of Class A common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses. For example, JPMorgan Chase Bank, N.A., an affiliate of J.P. Morgan Securities LLC is expected to serve as administrative agent under our ABL Facility and affiliates of certain of the underwriters may serve as lenders under our ABL Facility.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of the Offering

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price will be determined by negotiations between us and the representatives. Among the factors to be considered in determining the initial public offering price will be our future prospects and those of our industry in

general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Directed Share Program

At our request, the underwriters have reserved 5% of the shares of our Class A common stock to be issued by ERock and offered by this prospectus for sale, at the initial public offering price, to directors, officers, employees and other designated individuals. If purchased by persons who have entered into lock-up agreements with the underwriters, these shares will be subject to a 180-day lock-up restriction. The number of shares of our Class A common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. Sales pursuant to the directed share program will be made by the DSP Underwriter. We have agreed to indemnify the DSP Underwriter in connection with the directed share program, including for the failure of any participant to pay for its shares. Other than the underwriting discounts and commissions listed on the cover of this prospectus, the underwriters will not be entitled to any commissions with respect to shares of Class A common stock sold pursuant to the directed share program.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area (each, a "Member State"), no shares of Class A common stock have been offered or will be offered pursuant to this offering to the public in that Member State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation (as defined below), except that offers of shares may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under Article 2 of the Prospectus Regulation (as defined below);

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation, provided that no such offer of shares of Class A common stock shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the representatives and us that it is a "qualified investor" as defined in the Prospectus Regulation.

In the case of any shares of Class A common stock being offered to a financial intermediary as that term is used in Article 5 of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a nondiscretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares of Class A common stock to the public other than their offer or resale in a Member State to qualified investors as so defined or in circumstances in which the prior consent of the representatives has been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares of Class A common stock in any Member State means the communication in any form and by means of sufficient

information on the terms of the offer and the shares of Class A common stock to be offered so as to enable an investor to decide to purchase shares of Class A common stock, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (as amended).

United Kingdom

Each underwriter has represented and agreed that it has not made and will not make an offer of securities which are the subject of this prospectus to the public in the United Kingdom except that it may make an offer:

(a) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(b) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the United Kingdom subject to obtaining the prior consent of the relevant underwriter or underwriters nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression an offer of securities to the public in relation to any securities means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to buy or subscribe for the Securities and the expression "POATRs" means the Public Offers and Admissions to Trading Regulations 2024.

Canada

The shares of Class A common stock may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares of Class A common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Dubai International Financial Centre

This prospectus relates to an "Exempt Offer" in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the "DFSA"). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares of our Class A common stock to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus, you should consult an authorized financial advisor.

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under a rt. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, us, or the shares of Class A common stock have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of shares of Class A common stock will not be supervised by, FINMA, and the offer of shares of Class A common stock has not been and will not be authorized under CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares of Class A common stock.

Hong Kong

The shares of Class A common stock have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares of Class A common stock has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares of Class A common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Australia

No placement document, prospectus, product disclosure statement, or other disclosure document has been lodged with the Australian Securities and Investments Commission in relation to this offering. This prospectus does not constitute a prospectus, product disclosure statement, or other disclosure document under Chapter 6D.2 of the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement, or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons, or the Exempt Investors, who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act), or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise, or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation, or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Israel

In the State of Israel this prospectus shall not be regarded as an offer to the public to purchase shares of Class A common stock under the Israeli Securities Law, 5728—1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728–1968, including, inter alia, if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions (the "Addressed Investors"), or (ii) the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728—1968, subject to certain conditions (the "Qualified Investors"). The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase securities in addition to the 35 Addressed Investors. We have not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728—1968. We have not and will not distribute this prospectus or make, distribute or direct an offer to subscribe for our Class A common stock to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors.

Qualified Investors may have to submit written evidence that they meet the definitions set out in the First Addendum to the Israeli Securities Law, 5728—1968. In particular, we may request, as a condition to be offered Class A common stock, that Qualified Investors will each represent, warrant and certify to us and/or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728—1968 and the regulations promulgated thereunder in connection with the offer to be issued Class A common stock; (iv) that the shares of Class A common stock that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728—1968: (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728—1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor's name, address and passport number or Israeli identification number.

Japan

The shares of Class A common stock have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "FIEA") and no shares of Class A common stock will be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person "resident" in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares of Class A common stock may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or

purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares of Class A common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor;

the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for six months after that corporation has acquired the shares under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(b) where no consideration is or will be given for the transfer;

(c) where the transfer is by operation of law; or

(d) as specified in Section 276(7) of the SFA.

Singapore Securities and Futures Act Product Classification—Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the SFA, we have determined, and hereby notify all relevant persons (as defined in Section 309A of the SFA) that the shares of Class A common stock are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

United Arab Emirates

The shares of Class A common stock have not been, and will not be, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Center) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Center) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Center) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority, Financial Services Regulatory Authority or the Dubai Financial Services Authority.

Brazil

The offer and sale of the shares of Class A common stock have not been and will not be registered with the Brazilian Securities Commission (Comissão de Valores Mobiliários, or "CVM") and, therefore, will not be carried out by any means that would constitute a public offering in Brazil under CVM Resolution No 160, dated 13 July 2022, as amended or unauthorized distribution under Brazilian laws and regulations. The shares of Class A common stock may only be offered to Brazilian professional investors (as defined by applicable CVM regulation), who may only acquire the securities through a non-Brazilian account, with settlement outside Brazil in non-Brazilian currency. The trading of these securities on regulated securities markets in Brazil is prohibited.

LEGAL MATTERS

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Gibson, Dunn & Crutcher LLP, Houston, Texas. Certain legal matters in connection with this offering will be passed upon for the underwriters by Davis Polk & Wardwell LLP, New York, New York.

EXPERTS

The balance sheet of ERock, Inc. as of January 21, 2026, included in this Prospectus, has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report. Such balance sheet is included in reliance upon the report of such firm given their authority as experts in accounting and auditing.

The financial statements of Enchanted Rock Holdings, LLC as of December 31, 2025 and 2024, and for each of the two years in the period ended December 31, 2025, included in this prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report. Such financial statements are included in reliance upon the report of such firm given their authority as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act relating to the shares of our Class A common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules thereto. For more information regarding us and the shares of our Class A common stock offered by this prospectus, we refer you to the full registration statement, including the exhibits and schedules filed therewith. This prospectus summarizes certain provisions of certain contracts and other documents filed as exhibits to which we refer you. Because the summaries may not contain all of the information that you may find important, you should review the full text of those documents.

The SEC maintains a website at *www.sec.gov* that contains reports, information statements and other information regarding issuers that file electronically with the SEC. Our registration statement, of which this prospectus constitutes a part, can be downloaded from the SEC's website. As a result of the offering, we will become subject to the reporting requirements of the Exchange Act and will file with or furnish to the SEC periodic reports and other information. We intend to furnish or make available to our stockholders annual reports containing our audited financial statements prepared in accordance with GAAP. We also intend to furnish or make available to our stockholders quarterly reports containing our unaudited interim financial information, for the first three fiscal quarters of each fiscal year. Our website is located at *www.erock.com*. Following the completion of this offering, we intend to make our periodic reports and other information filed with or furnished to the SEC available, free of charge, through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information contained on our website or linked therein or otherwise connected thereto does not constitute part of nor is it incorporated by reference into this prospectus or the registration statement of which this prospectus forms a part.

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EROCK, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

Introduction

ERock, Inc. (the "Company") was formed in January 2026 and will have no assets or operations prior to reorganization completed in connection with this offering (the "IPO"). The unaudited pro forma condensed consolidated balance sheet as of March 31, 2026, and the unaudited pro forma condensed consolidated statements of operations for the three months ended March 31, 2026 and the year ended December 31, 2025, present the historical financial statements of Enchanted Rock Holdings, LLC ("ER Holdings") on a pro forma basis to give effect to adjustments reflecting the accounting of the following transactions (collectively, the "Transactions"):

- the contemplated transactions described under "Organizational Structure—The Reorganization" elsewhere in this prospectus (the "Reorganization");
- the initial public offering of shares of Class A common stock of the Company and the use of the net proceeds therefrom as described in "Use of Proceeds" elsewhere in this prospectus;
- a provision for corporate income taxes at an effective rate of (0.71)% (which is derived from a total estimated rate of (0.71)% for ER Holdings, reduced by the estimated noncontrolling interest of 0%) for the year ended December 31, 2025, inclusive of all U.S. federal, state and local income taxes; and
- the entry into a Tax Receivable Agreement in connection with the IPO, which generally provides for a payment by us for 85% of the amount of the net cash tax savings, if any, that we realize or are deemed to realize (taking into account certain assumptions) as a result of (i) certain increases in, or adjustments to, the tax basis of assets of ER Holdings and its subsidiaries resulting from exchanges of ER Holdings membership interests in the future, (ii) certain tax attributes available to us as a result of the Reorganization, and (iii) certain other tax benefits related to our entering into the Tax Receivable Agreement, including tax benefits attributable to payments that we make under the Tax Receivable Agreement.

The unaudited pro forma condensed consolidated balance sheet as of March 31, 2026 gives pro forma effect to the adjustments reflecting the accounting for the Transactions. The unaudited pro forma condensed consolidated statements of operations for the three months ended March 31, 2026 and the year ended December 31, 2025 gives pro forma effect to adjustments reflecting accounting for the Transactions made on the unaudited pro forma condensed consolidated balance sheet as if those adjustments were made on January 1, 2025. The unaudited pro forma condensed consolidated financial information has been prepared in accordance with Article 11 of Regulation S-X, as amended.

The unaudited pro forma consolidated financial information has been prepared on the basis that the Company will be taxed as a corporation under the Internal Revenue Code of 1986, as amended, and as a result, will become a tax-paying entity subject to U.S. federal and state income taxes, and should be read in conjunction with "Organizational Structure—The Reorganization," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Certain Relationships and Related Person Transactions—Proposed Transactions with ERock, Inc.—Tax Receivable Agreement" and with the audited historical consolidated financial statements and related notes of ER Holdings and the unaudited interim condensed consolidated statement of operations of ER Holdings, each included elsewhere in this prospectus.

The unaudited pro forma condensed consolidated financial information reflects certain assumptions the Company believes are reasonable. The unaudited pro forma condensed consolidated financial information is not necessarily indicative of financial position and financial results that would have been attained had the described transactions occurred on the dates indicated above or which could be achieved in the future because they necessarily exclude various operating expenses, including, among other things, increased directors' and officers' liability insurance premiums, director fees, fees associated with compliance with Securities and Exchange

Commission reporting requirements, transfer agent fees, costs related to hiring additional accounting, legal and administrative personnel, increased auditing and legal fees, and similar expenses. The adjustments are based on currently available information and certain estimates and assumptions. Therefore, the actual adjustments may differ from the pro forma adjustments. However, management believes that the assumptions provide a reasonable basis for presenting the significant effects of the transactions as contemplated and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed consolidated financial information.

EROCK, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET
AS OF MARCH 31, 2026
Dollars in thousands, unless otherwise noted

(in thousands, except unit and per unit amounts)	Historical Enchanted Rock Holdings, LLC	Pro Forma Adjustments		Pro Forma ERock, Inc.
Assets				
Current assets:				
Cash and cash equivalents	$ 300,508	$ 291,145	(a)	$ 591,653
Accounts receivable, net	107,015	—		107,015
Inventory	60,701	—		60,701
Contract assets	10,786	—		10,786
Prepaid expenses	15,580	—		15,580
Other current assets	6,552	—		6,552
Total current assets	501,142	291,145		792,287
Property, equipment and software, net	30,677	—		30,677
Right-of-use assets, net	24,774	—		24,774
Other assets	7,484	—		7,484
Total assets	$ 564,077	$ 291,145		$ 855,222
Liabilities and Equity				
Current liabilities:				
Accounts payable	$ 27,909	$ —		$ 27,909
Accrued liabilities and other payables	19,986	—		19,986
Contract liabilities	471,215	—		471,215
Operating lease liabilities	3,901	—		3,901
Deferred income	20,294	—		20,294
Other current liabilities	351	—		351
Total current liabilities	543,656	—		543,656
Notes payable	63,202	(63,202)	(e)(f)	—
Noncurrent lease liabilities	25,915	—		25,915
Noncurrent deferred income	11,726	—		11,726
Other noncurrent liabilities	992	—		992
Total liabilities	$ 645,491	$ (63,202)		$ 582,289
Commitments and contingencies (Note 17)				
Mezzanine equity:				
Series A preferred units (163,975 units authorized, issued, and outstanding at December 31, 2025 and 2024)	47,506	(47,506)	(d)	—
Total mezzanine equity	47,506	(47,506)		—
Members' equity:				
Common units (216,002 units issued and outstanding at December 31, 2025 and 2024)	(128,958)	128,958	(d)	—
Class A common stock ($0.01 par value)	—	(205,795)	(c)(d)	(205,795)
Class B common stock ($0.01 par value)	—	1,710	(c)(d)	1,710
Additional paid-in capital	—	252,149	(d)	252,149
Noncontrolling interest	38	224,831	(g)	224,869
Total members' equity	(128,920)	401,853		272,933
Total liabilities and equity	$ 564,077	$ 291,145		$ 855,222

See the accompanying Notes to Unaudited Pro Forma Condensed Consolidated Financial Statements

EROCK, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE THREE MONTHS ENDED MARCH 31, 2026
Dollars in thousands, unless otherwise noted

(in thousands, except unit and per unit amounts)	Historical Enchanted Rock Holdings, LLC	Pro Forma Adjustments		Pro Forma ERock, Inc.
Power system sales product revenues	$ 5,157	$ —		$ 5,157
Power system sales installation services revenues	10,765	—		10,765
Power system sales revenues	15,922	—		15,922
Ongoing services revenues	15,814	—		15,814
Total revenues	31,736	—		31,736
Cost of power system sales product revenues, excluding depreciation and amortization	3,779	—		3,779
Cost of power system sales installation services revenues, excluding depreciation and amortization	8,230	—		8,230
Cost of power system sales revenues, excluding depreciation and amortization	12,009	—		12,009
Cost of ongoing services revenues, excluding depreciation and amortization	13,234	—		13,234
Total cost of revenues, excluding depreciation and amortization	25,243	—		25,243
General and administrative expenses	20,943	—		20,943
Depreciation and amortization expense	1,301	—		1,301
Loss from operations	(15,751)	—		(15,751)
Interest (expense) income	(1,451)	2,035	(e)(f)	584
Loss on debt extinguishment	—	—		—
Other income, net	551	—		551
Loss before income taxes	(16,651)	2,035		(14,616)
Income tax expense	(561)	—	(b)(h)	(561)
Net loss	(17,212)	2,035		(15,177)
Deemed dividend related to Series A preferred units	(816)	816	(d)	—
Net loss attributable to common units	(18,028)	2,851		(15,177)
Net loss attributable to noncontrolling interests	—	(12,504)	(i)	(12,504)
Net loss available to Class A common stock	$ (18,028)	$ 15,355	(i)	$ (2,673)
Pro forma net loss per share data				
Basic	$ (83.46)	$ 83.41	(j)	$ (0.06)
Diluted	$ (83.46)	$ 83.41	(j)	$ (0.06)
Pro forma number of shares used in computing EPS				
Basic	216,002	47,908,886	(j)	48,124,888
Diluted	216,002	47,908,886	(j)	48,124,888

See the accompanying Notes to Unaudited Pro Forma Condensed Consolidated Financial Statements

EROCK, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2025
Dollars in thousands, unless otherwise noted

(in thousands, except unit and per unit amounts)	Historical Enchanted Rock Holdings, LLC	Pro Forma Adjustments		Pro Forma ERock, Inc.
Power system sales product revenues	$ 90,138	$ —		$ 90,138
Power system sales installation services revenues	47,810	—		47,810
Power system sales revenues	137,948	—		137,948
Ongoing services revenues	45,197	—		45,197
Total revenues	183,145	—		183,145
Cost of power system sales product revenues, excluding depreciation and amortization	75,754	—		75,754
Cost of power system sales installation services revenues, excluding depreciation and amortization	32,083	—		32,083
Cost of power system sales revenues, excluding depreciation and amortization	107,837	—		107,837
Cost of ongoing services revenues, excluding depreciation and amortization	37,314	—		37,314
Total cost of revenues, excluding depreciation and amortization	145,151	—		145,151
General and administrative expenses	68,741	—		68,741
Depreciation and amortization expense	3,993	—		3,993
Loss from operations	(34,740)	—		(34,740)
Interest (expense) income	(755)	6,967	(e)(f)	6,212
Loss on debt extinguishment	(24,182)	—		(24,182)
Other income, net	1,067	—		1,067
Loss before income taxes	(58,610)	6,967		(51,643)
Income tax expense	(420)	—	(b)(h)	(420)
Net loss	(59,030)	6,967		(52,063)
Deemed dividend related to Series A preferred units	(3,110)	3,110	(d)	—
Net loss attributable to common units	(62,140)	10,077		(52,063)
Net loss attributable to noncontrolling interests	—	(42,895)	(i)	(42,895)
Net loss available to Class A common stock	$ (62,140)	$ 52,972	(i)	$ (9,168)
Pro forma net loss per share data				
Basic	$ (309.43)	$ 309.24	(j)	$ (0.19)
Diluted	$ (309.43)	$ 309.24	(j)	$ (0.19)
Pro forma number of shares used in computing EPS				
Basic	216,002	47,908,886	(j)	48,124,888
Diluted	216,002	47,908,886	(j)	48,124,888

See the accompanying Notes to Unaudited Pro Forma Condensed Consolidated Financial Statements

EROCK, INC.
NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The Company made the following adjustments and assumptions in the preparation of the unaudited pro forma condensed consolidated balance sheet:

(a) Reflects the following adjustments:

i. Net proceeds from the IPO and use of proceeds as follows:

Gross Proceeds from IPO	$600,000
Less:	
Underwriting Discounts and Commissions	(47,500)
Debt Settlement	(77,188)
Proceeds, Net of Underwriting and Debt Settlement	475,312
Less: Secondary Share Sales, net	(184,167)
Retained Proceeds from the IPO	$ 291,145

(b) In connection with the IPO, we will enter into a Tax Receivable Agreement (as described in "Certain Relationships and Related Person Transactions—Proposed Transactions with ERock, Inc.—Tax Receivable Agreement"), which generally provides for a payment by us for 85% of the amount of the net cash tax savings, if any, that we realize or are deemed to realize (taking into account certain assumptions) as a result of (i) certain increases in, or adjustments to, the tax basis of assets of ER Holdings and its subsidiaries resulting from exchanges of ER Holdings membership interests in the future, (ii) certain tax attributes available to us as a result of the Reorganization, and (iii) certain other tax benefits related to our entering into the Tax Receivable Agreement, including tax benefits attributable to payments that we make under the Tax Receivable Agreement.

Based primarily on historical losses of ER Holdings, management has determined it is more likely than not that the Company will be unable to utilize its deferred tax assets subject to the Tax Receivable Agreement. As a result, management has not recorded the deferred tax assets or a corresponding liability under the Tax Receivable Agreement related to the tax savings the Company may realize from the utilization of tax deductions related to basis adjustments created by the transactions contemplated by the IPO and tax benefits related to entering into the Tax Receivable Agreement.

To the extent that future changes in the obligation under the Tax Receivable Agreement are not due to (1) transactions among or with our shareholders and (2) actual payments under the Tax Receivable Agreement, such changes will be recognized in earnings, but not as a component of the income tax expense.

We intend to reflect future changes in the deferred tax asset in earnings as a component of income in the tax expense.

Adjustments to the obligation under the Tax Receivable Agreement, which might result from, among other things, changes in expectations about the extent to which tax benefits subject to the Tax Receivable Agreement will be realized and tax rate changes, would also be recognized in earnings. This arrangement does not represent a tax based on income, but rather a contractual relationship between an entity and its shareholders and is accounted for under ASC 450—Contingencies. The effects of these adjustments are not an element of income tax expense as they do not relate to costs incurred in connection with compliance with income tax law.

(c) Represents an adjustment to members'/stockholders' equity reflecting:

i. par value of $0.01 for approximately 48,124,888 shares of Class A common stock to be outstanding following the IPO; and

ii. par value of $0.01 for approximately 171,007,333 shares of Class B common stock to be outstanding following the IPO.

(d) Represents the effect of the following:

i. the issuance of shares of Class A common stock in the IPO and the application of the net proceeds therefrom; and

ii. the conversion of existing preferred units and common units into shares of Class B common stock in the IPO.

(e) Represents the extinguishment of notes as part of the preparation for the IPO and the elimination of historical interest expense associated with debt that is assumed to be repaid in connection with the Transactions. As a result, interest expense of approximately $6,967 for the year ended December 31, 2025 and $2,035 for the three months ended March 31, 2026 has been removed from the unaudited pro forma condensed consolidated statements of operations. This adjustment is directly attributable to the repayment of such indebtedness and is expected to have a continuing impact on the Company's results of operations.

(f) Represents an adjustment to give effect to the Company's intention to use the net proceeds from this offering to repay in full the outstanding indebtedness under the 2025 Term Loan as described in "Use of Proceeds"

(g) Represents noncontrolling interest due to consolidation of financial results of ER Holdings. As described in "Organizational Structure—The Reorganization," ERock, Inc. will become the sole managing member of ER Holdings. ERock, Inc. will initially have a minority economic interest in ER Holdings, but ERock, Inc. will have control over the management of ER Holdings. As a result, we will consolidate the financial results of ER Holdings and will report a noncontrolling interest on our consolidated balance sheet for the percentage of ER Holdings units not held by ERock, Inc. Upon completion of the contemplated transactions, the noncontrolling interest is expected to own approximately 82.39% of ER Holdings. Details for the adjustment for the noncontrolling interest are as follows:

Historical ER Holdings Equity as of March 31, 2026	$ (81,414)
Gross Proceeds from IPO	600,000
Underwriting Discounts and Commissions	(47,500)
Secondary Share Sales, net	(184,167)
Cash Premium Paid over Carrying Value of Debt	(13,986)
Pro Forma ER Holdings Member's Equity as of March 31, 2026	272,933
Estimated Noncontrolling Interest Percentage of ERock, Inc.	82.39%
Pro Forma Noncontrolling Interest of ERock, Inc.	$ 224,869

The Company made the following adjustments and assumptions in the preparation of the unaudited pro forma condensed consolidated statements of operations:

(h) Reflects estimated incremental income tax expense of $0.0 million for the three months ended March 31, 2026 associated with the Company's historical results of operations assuming the Company's earnings had been subject to federal income tax as a subchapter C corporation using a statutory tax rate of approximately 21% and based on the Company's ownership of approximately 17.61% of ER Holdings following completion of the contemplated transactions. This rate is inclusive of U.S. federal and state income taxes.

(i) Reflects the reduction in consolidated net income attributable to noncontrolling interest for ER Holdings' historical results of operations. Upon completion of the Reorganization, the noncontrolling interest will be approximately 82.39%.

(j) On a pro forma basis, basic earnings per share and diluted earnings per share are the same as there were no dilutive securities during the periods presented. Net loss attributable to noncontrolling interests is approximately 82.39% of the Pro forma net loss attributable to members'/stockholders' equity. Earnings per share on a pro forma basis is computed as follows:

	Three Months Ended March 31, 2026	Year Ended December 31, 2025
Pro forma income before income taxes	$ (14,616)	$ (51,643)
Pro forma income tax expense	(561)	(420)
Pro forma net loss	(15,177)	(52,063)
Deemed dividend related to Series A preferred units	—	—
Pro forma net loss attributable to members'/stockholders' equity	(15,177)	(52,063)
Net loss attributable to noncontrolling interests	(12,504)	(42,895)
Pro forma loss available to Class A common stock	$ (2,673)	$ (9,168)
Weigthed average of shares of Class A common stock outstanding	48,124,888	48,124,888
Pro forma net loss available to Class A common stock per share	(0.06)	(0.19)

ERock. Inc.
Balance Sheet (Unaudited)

	As of March 31, 2026
ASSETS	
Current assets:	
Cash	$ 10
Total assets	$ 10
Commitments and contingencies	
STOCKHOLDER'S EQUITY	
Common stock, $0.01 par value, 1,000 shares authorized, issued and outstanding	$ 10
Total Stockholder's equity	$ 10

See accompanying notes to the balance sheet.

ERock, Inc.
Notes to the Balance Sheet (Unaudited)

NOTE 1 - ORGANIZATION AND BACKGROUND

ERock, Inc. ("the Company") was incorporated in Delaware on January 20, 2026. Pursuant to a reorganization into a holding company structure, the Company will be a holding company, and its principal asset will be an indirectly held controlling equity interest in Enchanted Rock Holdings, LLC (the "LLC"). Through the Company's ability to appoint the board of managers of the LLC, the Company will operate and control all of the business and affairs of the LLC, and through the LLC and its subsidiaries, conduct the Company's business.

Basis of Presentation

The balance sheet has been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). Statements of income, stockholder's equity and cash flows have not been presented because the Company has not engaged in any business or other activities except in connection with its formation.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash

The Company considers cash on hand, cash in banks, and other highly liquid debt instruments purchased with an original maturity of three months or less to be cash and cash equivalents.

Income Taxes

The Company is treated as a subchapter C corporation, and therefore, is subject to both federal and state income taxes. The LLC continues to be recognized as a limited liability company, a pass-through entity for income tax purposes.

NOTE 3 - STOCKHOLDER'S EQUITY

On January 20, 2026, the Company was authorized to issue 1,000 shares of common stock, $0.01 par value. On January 21, 2026, the Company issued 1,000 shares for $10.00, all of which are owned by ERock Holdings, Ltd.

NOTE 4 - SUBSEQUENT EVENTS

The Company has evaluated subsequent events through May 15, 2026, the date on which the balance sheet was available to be issued.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Sole Director of ERock, Inc.

Opinion on the Financial Statement

We have audited the accompanying balance sheet of ERock, Inc. (the "Company") as of January 21, 2026, and the related notes (collectively referred to as the "financial statement"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of January 21, 2026, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

This financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statement based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statement, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statement. We believe that our audit provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP
Houston, TX

April 1, 2026

We have served as the Company's auditor since 2026.

ERock, Inc.
Balance Sheet

	As of January 21, 2026
ASSETS	
Current assets:	
Cash	$ 10
Total assets	$ 10
Commitments and contingencies	
STOCKHOLDER'S EQUITY	
Common stock, $0.01 par value, 1,000 shares authorized, issued and outstanding	$ 10
Total Stockholder's equity	$ 10

See accompanying notes to the balance sheet.

ERock, Inc.
Notes to the Balance Sheet

NOTE 1 - ORGANIZATION AND BACKGROUND

ERock Inc. ("the Company") was incorporated in Delaware on January 20, 2026. Pursuant to a reorganization into a holding company structure, the Company will be a holding company, and its principal asset will be an indirectly held controlling equity interest in Enchanted Rock Holdings, LLC (the "LLC"). Through the Company's ability to appoint the board of managers of the LLC, the Company will operate and control all of the business and affairs of the LLC, and through the LLC and its subsidiaries, conduct the Company's business.

Basis of Presentation

The balance sheet has been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). Statements of income, stockholder's equity and cash flows have not been presented because the Company has not engaged in any business or other activities except in connection with its formation.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash

The Company considers cash on hand, cash in banks, and other highly liquid debt instruments purchased with an original maturity of three months or less to be cash and cash equivalents.

Income Taxes

The Company is treated as a subchapter C corporation, and therefore, is subject to both federal and state income taxes. The LLC continues to be recognized as a limited liability company, a pass-through entity for income tax purposes.

NOTE 3 - STOCKHOLDER'S EQUITY

On January 20, 2026, the Company was authorized to issue 1,000 shares of common stock, $0.01 par value. On January 21, 2026, the Company issued 1,000 shares for $10.00, all of which are owned by ERock Holdings, Ltd.

NOTE 4 - SUBSEQUENT EVENTS

The Company has evaluated subsequent events through April 1, 2026, the date on which the audited balance sheet was available to be issued.

Enchanted Rock Holdings, LLC
Condensed Consolidated Balance Sheets (Unaudited)
As of March 31, 2026 and December 31, 2025

(in thousands, except unit value amounts)

	March 31, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 300,508	$ 108,097
Accounts receivable, net	107,015	33,762
Inventory	60,701	43,681
Contract assets	10,786	15,964
Prepaid expenses	15,580	8,799
Other current assets	6,552	6,567
Total current assets	501,142	216,870
Property and equipment, net	30,677	27,545
Right-of-use assets, net	24,774	10,832
Other assets	7,484	2,649
Total assets	$ 564,077	$ 257,896
Liabilities and Equity		
Current liabilities:		
Accounts payable	$ 27,909	$ 16,549
Accrued liabilities and other payables	19,986	26,235
Contract liabilities	471,215	170,025
Operating lease liabilities	3,901	3,343
Deferred income	20,294	24,598
Other current liabilities	351	344
Total current liabilities	543,656	241,094
Notes payable	63,202	59,984
Noncurrent lease liabilities	25,915	8,019
Noncurrent deferred income	11,726	10,819
Other noncurrent liabilities	992	3,407
Total liabilities	$ 645,491	$ 323,323
Commitments and contingencies (Note 17)		
Mezzanine equity:		
Series A preferred units (163,975 units authorized, issued and outstanding at March 31, 2026 and December 31, 2025)	47,506	46,690
Total mezzanine equity	47,506	46,690
Members' equity:		
Common units (216,002 units issued and outstanding at March 31, 2026 and December 31, 2025)	(128,958)	(112,155)
Noncontrolling interest	38	38
Total members' equity	(128,920)	(112,117)
Total liabilities and equity	$ 564,077	$ 257,896

The accompanying notes are an integral part of these condensed consolidated financial statements.

Enchanted Rock Holdings, LLC
Condensed Consolidated Statements of Operations (Unaudited)
For the three months ended March 31, 2026 and 2025

(in thousands, except unit and per unit amounts)

	Three Months Ended March 31,	
	2026	2025
Power system sales product revenues	$ 5,157	$ 6,072
Power system sales installation services revenues	10,765	7,960
Power system sales revenues	15,922	14,032
Ongoing services revenues	15,814	10,077
Total revenues	31,736	24,109
Cost of power system sales product revenues, excluding depreciation and amortization	3,779	5,428
Cost of power system sales installation services revenues, excluding depreciation and amortization	8,230	5,848
Cost of power system sales revenues, excluding depreciation and amortization	12,009	11,276
Cost of ongoing services revenues, excluding depreciation and amortization	13,234	9,137
Total cost of revenues, excluding depreciation and amortization	25,243	20,413
General and administrative expenses	20,943	16,866
Depreciation and amortization expense	1,301	1,056
Loss from operations	(15,751)	(14,226)
Interest expense	(1,451)	(1,978)
Other income, net	551	284
Loss before income taxes	(16,651)	(15,920)
Income tax expense	(561)	(17)
Net loss	(17,212)	(15,937)
Deemed dividend related to Series A preferred units	(816)	(755)
Net loss attributable to common units	$ (18,028)	$ (16,692)
Net loss per common unit		
Basic	$ (83.46)	$ (77.28)
Diluted	$ (83.46)	$ (77.28)
Weighted average common units outstanding		
Basic	216,002	216,002
Diluted	216,002	216,002

The accompanying notes are an integral part of these condensed consolidated financial statements.

Enchanted Rock Holdings, LLC
Condensed Consolidated Statements of Changes in Mezzanine Equity and Members' Equity (Unaudited)
For the three months ended March 31, 2026 and 2025

(in thousands, except unit amounts)

	Mezzanine Equity Series A Preferred Units		Members' Equity Common Units			
	Number of Units	Mezzanine Equity	Number of Units	Members' Equity	Noncontrolling Interest	Total Members' Equity
Balance at December 31, 2025	163,975	$ 46,690	216,002	$(112,155)	$ 38	$(112,117)
Net loss	—	—	—	(17,212)	—	(17,212)
Stock-based compensation	—	—	—	1,225	—	1,225
Deemed dividend related to Series A preferred units	—	816	—	(816)	—	(816)
Balance at March 31, 2026	163,975	$ 47,506	216,002	$(128,958)	$ 38	$(128,920)

	Mezzanine Equity Series A Preferred Units		Members' Equity Common Units			
	Number of Units	Mezzanine Equity	Number of Units	Members' Equity	Noncontrolling Interest	Total Members' Equity
Balance at December 31, 2024	163,975	$ 38,883	216,002	$ (55,658)	$ 38	$ (55,620)
Net loss	—	—	—	(15,937)	—	(15,937)
Stock-based compensation	—	—	—	1,487	—	1,487
Deemed dividend related to Series A preferred units	—	755	—	(755)	—	(755)
Balance at March 31, 2025	163,975	$ 39,638	216,002	$ (70,863)	$ 38	$ (70,825)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Enchanted Rock Holdings, LLC
Condensed Consolidated Statements of Cash Flows (Unaudited)
For the three months ended March 31, 2026 and 2025

(in thousands)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities		
Net loss	$ (17,212)	$(15,937)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,301	1,056
Amortization of deferred financing costs	1,664	881
Amortization of operating lease ROU asset	1,086	805
Amortization of sales commissions and fees	90	48
Paid-in-kind interest expense	1,603	1,657
Stock-based compensation	1,225	1,487
Changes in operating assets and liabilities:		
Accounts receivable, net	(69,254)	6,893
Inventory	(17,020)	(1,511)
Contract assets	5,178	1,109
Prepaid expenses	(6,781)	(3,543)
Other current assets	(74)	(4,941)
Other assets	(4,927)	—
Accounts payable	11,012	(629)
Accrued liabilities and other payables	(10,055)	(513)
Contract liabilities	301,190	5,300
Operating lease liabilities	(573)	(794)
Other liabilities	(1,470)	343
Net cash provided by (used in) operating activities	196,983	(8,289)
Cash flows from investing activities		
Capital expenditures	(4,082)	(1,181)
Net cash used in investing activities	(4,082)	(1,181)
Cash flows from financing activities		
Proceeds from notes payable	—	10,000
Payments of notes payable	(490)	(507)
Net cash (used in) provided by financing activities	(490)	9,493
Net change in cash and cash equivalents	192,411	23
Cash and cash equivalents		
Beginning of period	108,097	21,913
End of period	$300,508	$ 21,936
Supplemental disclosures of cash flow information		
Interest paid	$ 548	$ 1,749
Supplemental noncash financing and investing activities		
Accrued capital expenditures	$ 540	$ 244
Warrants issued with debt agreement	$ —	$ 6,990

The accompanying notes are an integral part of these condensed consolidated financial statements.

Enchanted Rock Holdings, LLC
Notes to Condensed Consolidated Financial Statements (Unaudited)

1. NATURE OF OPERATIONS

Enchanted Rock Holdings, LLC (together with its consolidated subsidiaries, "ER Holdings" or the "Company") was formed and incorporated under the laws of the State of Delaware in 2018 and operates in accordance with the terms of its Limited Liability Company Agreement effective July 1, 2018.

The Company designs, deploys, sells, operates, and maintains multi-purpose distributed power generation systems utilizing proprietary, low-emission, quick-response natural gas-fueled generators and embedded software technology. Its offerings include the design, installation, and operation of modular power systems, as well as ongoing operations and maintenance and asset management services. These systems support a range of customer applications, including bridge power, backup power, and dispatchable power solutions.

The Company primarily serves data centers, utilities, and commercial and industrial customers across the United States. Its principal markets span nine states, with its largest operating presence in California and Texas, where demand is driven in part by growth in data center and related infrastructure needs.

The Company manufactures key components of its power systems, including proprietary natural gas engines and generators, at facilities located in Houston, Texas, and deploys its systems throughout its U.S. operating footprint.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The condensed consolidated balance sheets as of March 31, 2026 and December 31, 2025 and the condensed consolidated statements of operations, the condensed consolidated statements of changes in mezzanine equity and members' equity, and the condensed consolidated statements of cash flows for the three months ended March 31, 2026 and 2025 have not been audited. In the opinion of management, all adjustments (which include only normal recurring adjustments except where disclosed) necessary for the fair presentation of the financial position, results of operations and cash flows have been made. The results of operations for any interim period are not necessarily indicative of the results to be expected for the full year or any future period.

The accompanying condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and in accordance with the instructions to Regulation S-X of the Securities and Exchange Commission ("SEC"). The preparation of the condensed consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Certain information and footnote disclosures normally included in consolidated financial statements have been condensed or omitted, pursuant to the rules and regulations of the SEC for interim financial reporting. Accordingly, the condensed consolidated financial statements may not include all the information and footnotes necessary for a complete presentation of the Company's financial position, results of operations or cash flows. These condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and notes thereto included in the Company's audited consolidated financial statements for the year ended December 31, 2025.

The Company's significant accounting policies are described in Note 2. Summary of Significant Accounting Policies in the consolidated financial statements for the year ended December 31, 2025.

Deferred Offering Costs

Legal fees, accounting fees, consulting fees, and other costs that are direct and incremental costs directly related to the initial public offering are capitalized as deferred offering costs until the consummation of the transaction. Offering costs totaling approximately $4.5 million were incurred at March 31, 2026 and are included in other assets.

Concentrations of Credit, Customer and Vendor Risk

Financial instruments that potentially subject the Company to concentrations of credit and customer risk consist primarily of its cash and cash equivalents and its net receivable position with customers, which includes amounts related to billed and unbilled accounts receivable and contract assets net of advanced billings with the same customer. Periodically, the Company maintains its cash balances in financial institutions, which at times exceed federally insured limits. Management periodically assesses the financial condition of the financial institutions and believes that any possible risk is immaterial.

The Company grants credit under normal payment terms, generally without collateral, to its customers. For the three months ended March 31, 2026, sales to three counterparties accounted for approximately 37%, 13%, and 12% of the Company's total revenue. For the three months ended March 31, 2025, sales to four counterparties accounted for approximately 16%, 14%, 14%, and 11% of the Company's total revenue. This concentration of customers may impact the Company's overall credit risk, either positively or negatively, in that these entities may be similarly affected by changes in economic or other conditions, including uncertainties and challenges in the energy market. These uncertainties and challenges could expose the Company to increased risk related to collectability of billed and unbilled receivables and contract assets for services the Company has performed.

Substantially all of the Company's accounts receivable result from product and installation revenues. One customer accounted for approximately 69% of the total accounts receivable balance at March 31, 2026. Four customers accounted for approximately 17%, 14%, 14%, and 13% of the total accounts receivable balance at December 31, 2025.

For the three months ended March 31, 2026, expenditures to four vendors accounted for approximately 39% of the Company's total purchases. As of March 31, 2026, the total balance due for three vendors accounted for approximately 27%, 10%, and 9% of total accounts payable. For the year ended December 31, 2025, expenditures to three vendors accounted for approximately 25% of the Company's total purchases. At December 31, 2025, the total balance due for three vendors accounted for approximately 46%, 7%, and 6% of total accounts payable.

Recently Issued Pronouncements

Income Taxes

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which enhances the transparency and decision usefulness of income tax disclosures. The amendments require, among other things, expanded rate reconciliation disclosures with specific categories and greater disaggregation of income taxes paid by jurisdiction.

For public business entities, the amendments are effective for annual periods beginning after December 15, 2024 (i.e., the Company's fiscal year beginning January 1, 2025). We adopted this guidance prospectively effective January 1, 2025, resulting in expanded disclosures that improve transparency into our tax positions and payments across jurisdictions.

Financial Instruments—Credit Losses
In July 2025, the FASB issued ASU 2025-05, Financial Instruments—Credit Losses (Subtopic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets. The amendments in this update provide a practical expedient for all entities when measuring expected credit losses for current accounts receivable and contract assets arising from transactions accounted for under ASC 606, Revenue from Contracts with Customers. The Company adopted ASU 2025-05 on a prospective basis effective January 1, 2026. The adoption of this guidance did not have a material impact on the Company's condensed consolidated financial position, results of operations, or cash flows.

Recently Issued Pronouncements Not Yet Adopted

Internal-Use Software
In September 2025, the FASB issued ASU 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software, which modernizes the accounting for internal-use software costs by increasing the operability of the recognition guidance considering different methods of software development. ASU 2025-06, which can be applied prospectively, retrospectively, or with a modified transition approach, will be effective for annual and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the effects that the adoption of this standard will have on its condensed consolidated financial statements and disclosures.

Income Statement Presentation
In November 2024, the FASB issued ASU 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which increases the transparency of expense information presented in the statements of operations through disclosures of expanded disaggregation of relevant expense captions. This guidance will be effective for annual periods beginning after December 15, 2026, and interim periods thereafter, with early adoption permitted. The Company is currently evaluating the impact of this guidance, however, it does not anticipate that this adoption will have a significant impact on its condensed consolidated financial statements and disclosures.

3. FAIR VALUE

The Company's financial instruments consist primarily of accounts receivable, notes payable, warrants and derivative liabilities.

Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company records its financial assets and liabilities at fair value, in accordance with the framework for measuring fair value in GAAP.

The Company's derivative liability related to the December 2024 Convertible Notes, the Additional 2024 Convertible Notes, and the 2025 Convertible Notes (collectively, the "Notes") (see Note 11 — Debt — 2024 Note Purchase Agreement, A&R Note Purchase Agreement and Convertible Notes), measured at fair value on a recurring basis is as follows:

	March 31, 2026		
	Level 1	Level 2	Level 3
Noncurrent Liabilities			
Derivative liabilities	$ —	$ —	$1,014
Total	$ —	$ —	$1,014

	December 31, 2025		
	Level 1	Level 2	Level 3
Current Liabilities			
Derivative liabilities	$ —	$ —	$ 10
Total	$ —	$ —	$ 10
Noncurrent Liabilities			
Derivative liabilities	—	—	$3,363
Total	$ —	$ —	$3,363

The estimated fair value of the derivative liability included in other noncurrent liabilities in the condensed consolidated balance sheets was determined using the with and without method, taking the fair value of the Notes with the conversion option, less the fair value without the conversion option. The estimated fair value of the Notes was determined using the discounted cash flow method, assuming a discount rate of 17.50%.

Changes in Level 3 liabilities measured at fair value on a recurring basis is as follows:

	Contingent warrant liability	Warrant liability	Derivative liability
Balance at December 31, 2025	$ —	$ —	$ 3,373
Issuances	—	—	—
Changes in fair value included in earnings	—	—	(2,359)
Balance at March 31, 2026	$ —	$ —	$ 1,014

	Contingent warrant liability	Warrant liability	Derivative liability
Balance at December 31, 2024	$ 2,727	$ 13,979	$ 1,492
Issuances	—	—	9,049
Changes in fair value included in earnings	(1,752)	(12,939)	(3,390)
Extinguishment	(975)	(1,040)	(3,778)
Balance at March 31, 2025	$ 0	$ 0	$ 3,373

Changes in fair value are included in Interest expense on the condensed consolidated statements of operations for the three months ended March 31, 2026 and 2025.

At March 31, 2026, there are no equity-classified warrants included in common units in the condensed consolidated balance sheets.

Financial Assets and Liabilities Not Measured at Fair Value on a Recurring Basis

Debt Instruments — The term loans and convertible notes are based on rates currently offered for instruments with similar maturities and terms (Level 2).

The following table presents the estimated fair values and carrying values of debt instruments (see Note 11 — Debt):

	March 31, 2026		December 31, 2025	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
2025 Credit Agreement	29,123	$ 28,151	28,944	$ 30,000
December 2024 Convertible Note	10,051	23,103	9,132	14,758
Additional 2024 Convertible Notes	9,878	22,718	8,974	14,560
2025 Convertible Notes	14,098	33,585	12,934	21,769
Rights offering convertible notes	52	148	44	44
Total Outstanding Debt	$63,202	$107,705	$60,028	$ 81,131

4. REVENUE RECOGNITION

Disaggregation of Revenues

The Company disaggregates revenue from contracts with customers on the basis of the types of power system sales and ongoing services provided:

	Three Months Ended March 31,	
	2026	2025
Power system sales product revenues	$ 5,157	$ 6,072
Power system sales installation services revenues	10,765	7,960
Power system sales revenues	15,922	14,032
Ongoing services revenues[(1)]	15,814	10,077
Total revenues	$31,736	$24,109

(1) Includes service-type warranty revenue.

Remaining Performance Obligations

The following table presents estimated revenue allocated to remaining performance obligations for contracted revenues that are unsatisfied (or partially satisfied) at March 31, 2026:

Remainder of 2026	$ 335,800
2027	864,523
2028	14,775
2029	13,681
2030	13,946
2031	14,336
Thereafter	119,452
	$1,376,513

The amount above represents the Company's estimate of total revenues that are expected to be realized from the remaining portion of executed and legally enforceable contracts related to Power System Sales

Installation Services and the Ongoing Services. For purposes of calculating remaining performance obligations from Power System Sales and Ongoing Services revenues, the Company includes estimated revenues from change orders and claims to the extent they are legally enforceable and it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. Excluded from remaining performance obligations were variable consideration from ongoing service contracts that the Company has a right to invoice (e.g., usage-based fees) in accordance with performance. Accordingly, the table above includes only the fixed consideration component of such agreements. Additionally, the Company excludes contracts with an original expected duration of one year or less.

Accounts Receivable and Allowance for Credit Losses

The following is a summary of accounts receivable, net:

	March 31, 2026	December 31, 2025
Power system sales accounts receivable[1]	$ 81,590	$ 17,229
Ongoing services accounts receivable	22,141	15,368
Other accounts receivable	3,284	1,165
Allowance for credit losses	—	—
Total accounts receivable, net	$107,015	$ 33,762

(1) The increase in accounts receivable as of March 31, 2026 primarily relates to a customer contract executed on March 31, 2026 with fixed milestone payments totaling $68.5 million, for which the Company had an unconditional right to consideration. The Company collected the full amount on April 6, 2026.

Accounts receivable carrying value approximates fair value due to its short-term nature.

5. CONTRACT ASSETS AND LIABILITIES

The following table reflects the balances in contract assets and contract liabilities:

	March 31, 2026	December 31, 2025	Change
Contract assets	$ 10,786	$ 15,964	$ (5,178)
Contract liabilities	(471,215)	(170,025)	(301,190)
	$(460,429)	$ (154,061)	$(306,368)

Contract assets and liabilities fluctuate period to period based on various factors, including changes in the number and size of projects in progress at period-end and variability in billing and payment terms due to milestone billings.

For the three months ended March 31, 2026 and 2025, the Company recognized revenue of $7.2 million and $6.8 million, respectively, that was included in contract liabilities at the beginning of the year.

6. INVENTORY

Inventory is stated at the lower of cost or net realizable value. Inventory consists of fully assembled generators, work-in-progress generators, and other major equipment used for Power System Sales Installation Services contracts valued using the specific identification method and spare parts inventory for Ongoing Services contracts valued using the average cost method.

Inventory consisted of the following:

	March 31, 2026	December 31, 2025
Natural gas generators	$ 7,253	$ 10,017
Installation equipment	40,771	15,374
Spare parts inventory	12,677	18,290
Total inventory	$ 60,701	$ 43,681

7. PREPAID EXPENSES

Prepaid expenses consisted of the following:

	March 31, 2026	December 31, 2025
Prepaid power system sales equipment	$ 8,674	$ 5,851
Prepaid general and administrative expenses	6,906	2,948
Total prepaid expenses	$ 15,580	$ 8,799

8. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	Useful Lives (Years)	March 31, 2026	December 31, 2025
Equipment	5 - 15	$ 16,501	$ 15,852
Leasehold improvements	5 - 7	2,841	2,841
Trailers	5	103	103
Furniture and fixtures	5 - 7	717	521
Computers and software	5	13,302	13,128
Construction in progress		5,791	2,381
		39,255	34,826
Less accumulated depreciation		(8,578)	(7,281)
Total property and equipment, net		$ 30,677	$ 27,545

Depreciation expense for the three months ended March 31, 2026 and 2025 was $1.3 million and $1.1 million, respectively.

9. LEASES

The Company has long-term operating leases, comprised primarily of equipment, vehicles, and real estate lease arrangements. Operating leases have remaining lease terms of one year to seven years.

The classification of leases in the condensed consolidated balance sheets was as follows:

	Classification	March 31, 2026	December 31, 2025
Right-of-use assets			
Operating leases	Right-of-use assets, net	$ 24,774	$ 10,832
Lease liabilities			
Current			
Operating leases	Lease liabilities, current	3,901	3,343
Noncurrent			
Operating leases	Lease liabilities, noncurrent	25,915	8,019
Total lease liabilities		$ 29,816	$ 11,362

Operating lease liabilities are based on the net present value of the remaining lease payments over the remaining lease term. In determining the lease liability and the present value of lease payments, management used the incremental borrowing rate.

Operating lease expense for the three months ended March 31, 2026 and 2025 was $1.6 million and $1.0 million, respectively, and is included in cost of power system sales revenues, cost of ongoing services revenues, and general and administrative expenses in the condensed consolidated statements of operations.

The following is the aggregate future lease payments for operating leases as of March 31, 2026:

Remainder of 2026	$ 4,460
2027	6,981
2028	6,222
2029	5,514
2030	4,772
2031	4,253
Thereafter	6,936
Total undiscounted lease payments	39,138
Less imputed interest	(9,322)
Lease liabilities	$29,816

For the three months ended March 31, 2026 and 2025, cash paid for operating leases was $1.1 million and $1.0 million, respectively. For the three months ended March 31, 2026 and the year ended December 31, 2025, Right-of-use (“ROU”) assets obtained in exchange for the lease obligations for operating leases were $15.0 million and $3.1 million, respectively.

The weighted-average remaining lease term of operating leases is approximately six years. The weighted-average discount rate used to determine the operating lease liabilities at March 31, 2026 and December 31, 2025 was 8.66% and 6.73%, respectively.

During the three months ended March 31, 2026, the Company recorded noncash additions of $14.7 million to operating lease right-of-use assets in exchange for operating lease liabilities of $18.7 million related to the commencement of a new operating lease for a facility in Houston, Texas. The right-of-use asset was measured net of a $4.0 million tenant improvement allowance.

10. PAYABLES AND ACCRUED LIABILITIES

The following is a summary of payables and accrued liabilities:

	March 31, 2026	December 31, 2025
Accounts payable		
Power system sales payable	$ 8,705	$ 9,211
Ongoing services payable	12,630	4,226
General and administrative payable	3,096	2,050
Other payables	3,478	1,062
Total accounts payable	$ 27,909	$ 16,549
Accrued liabilities and other payables		
Accrued salaries	$ 3,338	$ 6,396
Accrued operating expenses	13,472	17,067
Accrued commissions and fees	450	515
Accrued sales tax payable	1,888	929
Short term note payable	838	1,328
Total accrued liabilities and other payables	$ 19,986	$ 26,235

11. DEBT

The Company's debt obligation consisted of the following:

	March 31, 2026	December 31, 2025
2025 Credit Agreement	$ 30,119	$ 30,000
December 2024 Convertible Note	12,035	11,606
Additional 2024 Convertible Notes	11,827	11,405
2025 Convertible Notes	17,556	16,930
Rights offering convertible notes	75	73
Total notes payable, gross	71,612	70,014
Less: unamortized deferred debt issuance costs	(779)	(863)
Less: unamortized debt discount	(7,631)	(9,123)
Total notes payable, net	63,202	60,028
Less: current portion	—	(44)
Total notes payable, net, noncurrent portion	$ 63,202	$ 59,984

The following table presents details of our outstanding debt obligations repayment schedule as of March 31, 2026:

Remainder of 2026	$ —
2027	833
2028	10,000
2029	10,000
2030	11,267
2031[(1)]	88,852
	$ 120,952

(1) The Company has debt obligations that contain paid-in-kind ("PIK") provisions. PIK interest (estimated at approximately $50 million), computed at the contractual rate specified in a debt agreement, is added to the principal balance of a debt and recorded as interest expense over the life of the obligation. Thus, the actual payment of PIK interest may be deferred until the time of debt principal repayment.

2025 Credit Agreement

On December 22, 2025, the Company entered into a loan and security agreement (the "2025 Credit Agreement"), which provides for a senior secured term loan in the initial principal amount of $30.0 million (the "2025 Term Loan") and a senior secured revolving credit facility with commitments in the aggregate amount of $30.0 million (the "2025 Revolver"). Borrowings under the 2025 Credit Agreement are secured by a lien on all equipment, inventory, receivables, general intangibles, and substantially all other personal property owned, including a pledge of the equity interests in its subsidiaries.

Interest Rate and Fees

Interest under the 2025 Credit Agreement is payable monthly and accrues at a rate equal to (x) in the case of the 2025 Term Loan, the greater of (i) the prime rate plus 2.25% and (ii) 9.50%, and (y) in the case of principal amounts outstanding under the 2025 Revolver, the greater of (i) the prime rate plus 0.25% and (ii) 6.00%. The 2025 Term Loan is subject to a fee, payable upon the maturity or earlier prepayment of the 2025 Term Loan, in the amount of 7.00% of the initial principal amount of the 2025 Term Loan. Additionally, voluntary prepayments or mandatory prepayments resulting from an event of default are subject to a prepayment premium equal to 3.00% of the principal amount prepaid if occurring in the first year, 2.00% in the second year, and 1.00% in the third year. The 2025 Revolver is also subject to an unused line fee, payable quarterly, in the amount of 0.25% of the average unused commitments under the 2025 Revolver. For the three months ended March 31, 2026, the effective interest rate on the 2025 Term Loan was 12.1%, which includes the stated interest rate and the amortization of the debt discount, capitalized debt issuance costs, and the final payment fee.

Maturity and Amortization

If (i) on or before June 30, 2027 the Company's unrestricted cash falls below a threshold specified in the 2025 Credit Agreement, or (ii) before December 1, 2027 (the "Default Amortization Date"), the Company consolidated adjusted EBITDA falls below a threshold specified in the 2025 Credit Agreement, then on the first day of the month following the occurrence of an event described in the preceding clauses (i) or (ii) (the "Amortization Trigger Date") the 2025 Term Loan will amortize in 24 equal monthly installments based on a fully amortizing straight line amortization schedule, with the 2025 Term Loan maturing on the 23rd such

installment after the Amortization Trigger Date. If the Amortization Trigger Date does not occur before the Default Amortization Date, the 2025 Term Loan will amortize in 36 equal monthly installments based on a fully amortizing straight line amortization schedule and will mature on November 29, 2030.

Covenants

The 2025 Credit Agreement includes certain affirmative and restrictive covenants common in such agreements that apply to the Company and its subsidiaries, including, among others (i) a minimum adjusted current ratio of at least 1.25:1.00 and (ii) minimum unrestricted cash of $12.5 million, and (iii) subject to certain customary exceptions, restrictions on the ability to incur debt, grant liens, make investments or distributions, engage in new businesses other than those reasonably related to those currently engaged in by the Company and its subsidiaries, or perform mergers and other fundamental corporate changes.

The 2025 Credit Agreement contains customary events of default. If an event of default occurs and is continuing, the lenders may declare all amounts outstanding under the 2025 Credit Agreement to be immediately due and payable, and the outstanding obligations will be subject to a default interest rate increase of 2.00%.

Outstanding Balances and Carrying Values

At March 31, 2026, the Company had $30.0 million of borrowings related to the 2025 Term Loan and no borrowings related to the 2025 Revolver under the 2025 Credit Agreement. The Company believes it was in compliance with the covenants of the 2025 Credit Agreement described above as of that date. See Note 3 — Fair Value for further detail.

Warrant

The 2025 Credit Agreement required the Company to issue a warrant (the "2025 Credit Agreement Warrant") to the lender thereunder (see Note 3 — Fair Value). Such lender could purchase up to 2,525 common units under the 2025 Credit Agreement Warrant at an exercise price of $0.01 per unit.

2024 Credit Agreement

On February 27, 2024, the Company entered into a five-year term credit agreement (the "2024 Credit Agreement") that consisted of a $75.0 million senior secured initial term loan and a $30.0 million delayed draw term loan with a maturity date of February 27, 2029. The 2024 Credit Agreement was fully repaid during the year ended December 31, 2025. As a result, the Company recognized a loss on extinguishment of debt of $12.4 million. There were no amounts outstanding under the 2024 Credit Agreement at March 31, 2026 or December 31, 2025.

2024 Note Purchase Agreement, A&R Note Purchase Agreement and Convertible Notes

On December 27, 2024, the Company entered into a note purchase agreement (the "2024 Note Purchase Agreement") with an affiliate investor.

On April 29, 2025, the Company entered into an amended and restated note purchase agreement (the "A&R Note Purchase Agreement") which amended and restated the 2024 Note Purchase Agreement and the notes issued thereunder, and pursuant to which the lenders agreed to purchase convertible promissory notes in an aggregate principal amount not to exceed $65.0 million (the "2025 Convertible Notes"), inclusive of the $20 million of notes issued under the 2024 Note Purchase Agreement.

Key Terms

The 2025 Convertible Notes bear PIK interest at 15.0% per annum, compounding quarterly, by adding accrued interest to outstanding principal. The notes are convertible into equity securities having rights, privileges, preferences, and restrictions identical to those issued in a future equity financing. Maturity dates are as follows:

- Notes originally issued under the 2024 Note Purchase Agreement: December 27, 2026
- Notes issued on or after the A&R Note Purchase Agreement effective date: April 29, 2027
- As long as senior debt remains outstanding, all notes have an extended maturity date six months following the stated maturity date of the senior debt.

Embedded Derivatives and Warrants

The Company determined that the convertible notes contain embedded derivative instruments required to be bifurcated under ASC 815, including conversion and redemption features upon an equity financing, liquidity event, maturity, and event of default. These embedded derivative instruments are accounted for as a single compound derivative instrument recorded at fair value, with changes in fair value recognized in the condensed consolidated statements of operations. In connection with the A&R Note Purchase Agreement, all warrants previously issued under the 2024 Note Purchase Agreement were marked-to-market in April 2025 and written off with initial changes in fair value reflected in the consolidated statements of operations (see Note 3 — Fair Value).

Outstanding Balances and Carrying Values

At March 31, 2026, the Company had issued $35.3 million of convertible notes toward the $65.0 million maximum aggregate under the A&R Note Purchase Agreement. See Note 3 — Fair Value for further detail.

The Company believes it was in compliance with all financial covenants under the A&R Note Purchase Agreement at March 31, 2026.

Deferred Financing Costs

Debt issuance costs related to the 2025 Credit Agreement were recorded equally as a contra-liability and as deferred financing within other assets in the condensed consolidated balance sheets. These costs are amortized over the terms of the respective agreements. Amortization of debt issuance costs was $0.1 million and $0.2 million for the three months ended March 31, 2026 and the three months ended March 31, 2025, respectively.

The debt discount was recorded as a contra-liability and netted against the notes payable balance in the condensed consolidated balance sheets, and amortized over the terms of the respective agreements. Debt discount amortization was $1.5 million and $0.4 million for the three months ended March 31, 2026 and the three months ended March 31, 2025, respectively.

12. MEZZANINE EQUITY

Series A Preferred Units

At March 31, 2026 and December 31, 2025, the Company had issued and outstanding 163,975 Series A Preferred Units, consisting of 19,167 Series A-1 Preferred Units and 144,808 Series A-2 Preferred Units, reflective of the retroactive adjustment for the stock split effective April 29, 2025. The Series A Preferred Units were originally issued on July 1, 2018 (the "Original Issue Date").

The following table summarizes the Company's Series A Preferred Units authorized, issued, and outstanding:

Series	Units Authorized	Units Issued and Outstanding	Issuance Price per Unit	Redemption Value (in thousands)[1]
December 31, 2025				
Series A-1	19,167	19,167	600.00	$ 20,483
Series A-2	144,808	144,808	83.41	21,511
Total	163,975	163,975		$ 41,994
March 31, 2026				
Series A-1	19,167	19,167	600.00	$ 20,880
Series A-2	144,808	144,808	83.41	21,929
Total	163,975	163,975		$ 42,809

(1) The Series A Preferred Units are classified as mezzanine equity because they are redeemable at the option of the holders. Non-cash preferred dividends are recorded to increase the carrying value of the preferred units to their redemption amount at each reporting date.

During 2025, in connection with the issuance of a new $15.3 million convertible note, the Company canceled a lender's existing warrants in exchange for an increased percentage interest in the Company's residual distributions. This exchange was executed through a modification of the lender's existing Series A-2 Preferred Units, which maintained their original senior liquidation preference. As a result of this modification, the Company allocated an additional $4.7 million in investment value to the Series A-2 Preferred Units to reflect these enhanced residual distribution rights.

Classification and Measurement

The Series A Preferred Units are classified as mezzanine equity and are recorded at their maximum redemption value at each reporting date, with changes recognized as deemed preferred dividends.

For the three months ended March 31, 2026 and 2025, the Company recorded deemed preferred dividends of $0.8 million and $0.8 million to adjust the carrying value of the Series A Preferred Units to their full redemption value.

Redemption Rights

The rights and preferences of the Series A Preferred Units, including distribution waterfall, conversion, anti-dilution, and redemption mechanics, are described in the Company's consolidated financial statements for the year ended December 31, 2025. There have been no changes to these terms for the three months ended March 31, 2026.

At March 31, 2026, the fifth anniversary of the Original Issue Date has passed. Consequently, the Series A Preferred Units are currently redeemable at the option of the holders.

13. EQUITY

At March 31, 2026 and December 31, 2025, the Company had common units, which include Restricted Compensatory Units. Each such class of units may be subdivided into one or more series as determined by the Board of Directors from time to time. At March 31, 2026, the common units constitute a single class of units, undifferentiated by series.

Common Units

For the three months ended March 31, 2026 and 2025, the Company did not issue any new voting common units.

Warrant Units

Pursuant to the terms of the 2023 Loan and Security Agreement (see Note 11 — Debt), the Company issued a warrant to a bank to purchase 431 duly authorized and validly issued common units at an exercise price per unit of $0.01. The warrant is subject to certain adjustments and may be exercised at any time until August 4, 2033. The estimated fair value of the warrant of $0.6 million was determined using the Black-Scholes option-pricing model. For this purpose, the Company assumed a risk-free interest rate of 4.78%, a probability weighted time to exit of two years, and 80.0% volatility. The Company recorded the estimated fair value of the warrant as equity and other assets and will amortize the expense over the term of access to the line of credit.

Pursuant to the terms of the 2024 Credit Agreement (see Note 11 — Debt), the Company issued a warrant to an investor to purchase 6,290 duly authorized and validly issued common units at an exercise price per unit of $0.01. The warrant is subject to certain adjustments and may be exercised at any time until February 27, 2034. The estimated fair value of the warrant of $3.2 million was recorded as equity and a debt discount contra-liability, and the debt discount will be amortized over the term of the agreement.

Pursuant to the terms of the 2025 Credit Agreement (see Note 11 — Debt), the Company issued a warrant to an investor to purchase 2,525 duly authorized and validly issued common units at an exercise price per unit of $0.01. The warrant is subject to certain adjustments and may be exercised at any time until December 22, 2035. The estimated fair value of the warrant of $1.0 million was recorded as equity.

Warrant expense for the three months ended March 31, 2025 was $0.2 million.

14. STOCK-BASED COMPENSATION

Restricted Compensatory Units

Compensation expense recorded for the Restricted Compensatory Units for the three months ended March 31, 2026 and 2025 was $1.2 million and $1.5 million, respectively. The following table summarizes information related to nonvoting Restricted Compensatory Units currently held by employees and directors for the period presented:

Period	Number of Restricted Compensatory Units	Weighted Average Grant Date Fair Value
Unvested, December 31, 2025	82,899	$ 223.09
Vested	(6,215)	130.50
Forfeited	(261)	450.65
Unvested, March 31, 2026	76,423	$ 230.02

The Restricted Compensatory Units issued to employees were valued at approximately $0.5 million for the three months ended March 31, 2025. The Restricted Compensatory Units vest generally over time in accordance with the terms of the applicable grant agreements. Time-based awards are classified as equity awards and compensation expense included in the condensed consolidated statements of operations is recognized ratably as over the requisite service period.

For the three months ended March 31, 2026 and March 31, 2025, the Company granted zero Restricted Compensatory Units to its Chief Executive Officer and other executive officers. No compensation cost has been recognized for the accelerated vesting as the performance condition is not considered probable at March 31, 2026 and 2025.

15. EARNINGS PER UNIT

The following table summarizes the basic and diluted earnings per common unit calculations:

	Three Months Ended March 31,	
	2026	2025
Basic:		
Net loss	$ (17,212)	$ (15,937)
Less: Deemed dividend related to Series A preferred units	(816)	(755)
Net loss attributable to common units - Basic	(18,028)	(16,692)
Weighted average number of common units outstanding - Basic	216,002	216,002
Basic net loss per common unit	$ (83.46)	$ (77.28)
Diluted:		
Net loss attributable to common units - Basic	$ (18,028)	$ (16,692)
Net loss attributable to common unitholders - Diluted	(18,028)	(16,692)
Weighted average number of common units outstanding - Basic	216,002	216,002
Add: Potentially dilutive securities		
Series A preferred units	Anti-dilutive	Anti-dilutive
Warrants	Anti-dilutive	Anti-dilutive
Restricted compensatory units (Vested and Nonvested)	Anti-dilutive	Anti-dilutive
Convertible notes	Anti-dilutive	Anti-dilutive
Weighted average number of common units outstanding—Diluted	216,002	216,002
Diluted net loss per common unit	$ (83.46)	$ (77.28)

The following potentially dilutive securities were excluded from the diluted weighted average unit calculation because their effect would have been anti-dilutive given the Company's net loss position:

	Three Months Ended March 31,	
	2026	2025
Series A Preferred units	166,071	199,111
Warrants	9,246	20,081
Convertible notes	27,906	123,657

16. INCOME TAXES

The effective tax rate for the three months ended March 31, 2026 and 2025 was (3.03%) and (0.71%), respectively.

One Big Beautiful Bill Act

On July 4, 2025, the One Big Beautiful Bill Act (the "Act") was enacted in the U.S. The Act includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions.

The Act has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. These include changes in bonus depreciation on fixed assets and changes to the deductibility of section 174 (research and development) expenses. Currently there is no significant impact on the condensed consolidated financial statements.

17. COMMITMENTS AND CONTINGENCIES

Litigation

From time to time, the Company is subject to various litigation and other claims in the normal course of business. The Company establishes liabilities in connection with legal actions that management deems to be probable and estimable. No amounts have been accrued in the condensed consolidated financial statements with respect to any matters at March 31, 2026 and December 31, 2025.

Purchase Commitments

At March 31, 2026 and December 31, 2025, the Company had no outstanding purchase commitments. For the year end December 31, 2025, the Company fulfilled its obligations under a take-or-pay agreement for the purchase of natural gas generators from a single vendor, with total expenditure of approximately $0.3 million. The agreement expired in 2025, and there are no remaining future commitments under this purchase agreement.

18. RELATED-PARTY TRANSACTIONS

On December 27, 2024, the Company entered into the 2024 Note Purchase Agreement (see Note 11 — Debt — 2024 Note Purchase Agreement) with the investor holding Series A Preferred Units (see Note 12 — Mezzanine Equity). On this same date in connection with this agreement, the Company issued the $10.0 million December 2024 Convertible Note to the investor. Under the terms of the agreement, upon issuance of the December 2024 Convertible Note, the Company issued a warrant to the investor which can be exercised in whole or in part for up to an aggregate of 6,680 common units with an exercise price of $0.01 per unit.

19. SUBSEQUENT EVENTS

The Company has evaluated the period after the balance sheet date through May 15, 2026, the date the condensed consolidated financial statements were available to be issued, noting the following subsequent events:

Settlement of Convertible Notes

On May 13, 2026, the Company settled the Notes having an aggregate carrying value of approximately $34.6 million. Portions of the Notes (aggregate carrying value of ~$15.3 million) were converted into 12,289 common units, and the remaining Notes (aggregate carrying value of ~$19.3 million) were redeemed in cash at 2x outstanding principal plus accrued interest for total cash payments of approximately $44.2 million. As a result of the settlement, the Company expects to recognize a loss in the range of $44 to $59 million or more in the period in which the transaction closes, inclusive of the cash redemption premium of approximately $20.3 million on portions of the Notes, the difference between the fair value of common units issued and the carrying value of portions of the Notes, and the write-off of remaining unamortized debt discounts and issuance costs across all Notes and the final remeasurement of the derivative liabilities associated with the Notes. The warrants issued in connection with the Notes were not affected by the settlement and remain outstanding.

New Senior Secured Revolving Credit Facility

In May 2026, the Company entered into a commitment letter with JPMorgan Chase Bank, N.A., acting as administrative agent, for a senior secured asset-based revolving credit facility with a syndicate of lenders. The facility is contemplated to provide for revolving commitments of up to $250 million with a stated three-year term, subject to a borrowing base determined primarily by eligible accounts receivable, eligible inventory, and certain cash collateral (the “ABL Facility”). Borrowings under the facility are contemplated to bear interest at variable rates based on either an Alternate Base Rate (i.e. the greater of (a) the rate of interest last quoted by the Wall Street Journal as the “Prime Rate” in the U.S., changing when and as said prime rate changes (the “Prime Rate”), (b) the NYFRB Rate (to be defined in the Credit Agreement) on such day plus 0.5% and (c) the Adjusted Term SOFR Rate for a one month interest period on such day plus 1.00%) or term SOFR, plus an applicable margin, and the proposed facility will have customary fees and is contemplated to contain customary financial and negative covenants. The obligations under the facility will be secured by a first-priority lien on substantially all of the Company’s and its material domestic subsidiaries’ assets and will be guaranteed by certain domestic subsidiaries. Proceeds may be used for working capital and general corporate purposes, including the issuance of letters of credit. The closing of the ABL Facility is subject to customary conditions, including the consummation of the initial public offering resulting in gross proceeds to the Company of at least $200.0 million, minimum excess availability at closing of $105.0 million, the repayment in full of the 2025 Credit Agreement and the release of all liens securing it, and the execution and delivery of definitive financing documentation.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the unitholders and the Board of Directors of Enchanted Rock Holdings, LLC

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Enchanted Rock Holdings, LLC and subsidiaries (the "Company") as of December 31, 2025 and 2024, the related consolidated statements of operations, changes in mezzanine equity and members' equity, and cash flows for each of the two years in the period ended December 31, 2025, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP
Houston, TX

April 1, 2026

We have served as the Company's auditor since 2024.

Enchanted Rock Holdings, LLC
Consolidated Balance Sheets
As of December 31, 2025 and 2024

(in thousands, except unit value amounts)

	2025	2024
Assets		
Current assets:		
Cash and cash equivalents	$ 108,097	$ 21,913
Accounts receivable, net	33,762	28,633
Inventory	43,681	80,487
Contract assets	15,964	9,682
Prepaid expenses	8,799	16,683
Other current assets	6,567	3,511
Total current assets	216,870	160,909
Property and equipment, net	27,545	26,781
Right-of-use assets, net	10,832	11,670
Other assets	2,649	8,324
Total assets	$ 257,896	$207,684
Liabilities and Equity		
Current liabilities:		
Accounts payable	$ 16,549	$ 31,959
Accrued liabilities and other payables	26,235	16,309
Contract liabilities	170,025	33,197
Operating lease liabilities	3,343	2,773
Deferred income	24,598	41,332
Other current liabilities	344	2,961
Total current liabilities	241,094	128,531
Notes payable	59,984	70,772
Noncurrent lease liabilities	8,019	9,361
Warrant unit liabilities	—	13,979
Noncurrent deferred income	10,819	—
Other noncurrent liabilities	3,407	1,778
Total liabilities	$ 323,323	$224,421
Commitments and contingencies (Note 17)		
Mezzanine equity:		
Series A preferred units (163,975 units authorized, issued and outstanding at December 31, 2025 and December 31, 2024)	46,690	38,883
Total mezzanine equity	46,690	38,883
Members' equity:		
Common units (216,002 units issued and outstanding at December 31, 2025 and December 31, 2024)	(112,155)	(55,658)
Noncontrolling interest	38	38
Total members' equity	(112,117)	(55,620)
Total liabilities and equity	$ 257,896	$207,684

The accompanying notes are an integral part of these consolidated financial statements.

Enchanted Rock Holdings, LLC
Consolidated Statements of Operations
For the Years Ended December 31, 2025 and 2024

(in thousands, except unit and per unit amounts)

	2025	2024
Power system sales product revenues	$ 90,138	$ 53,976
Power system sales installation services revenues	47,810	38,363
Power system sales revenues	137,948	92,339
Ongoing services revenues	45,197	36,151
Total revenues	183,145	128,490
Cost of power system sales product revenues, excluding depreciation and amortization	75,754	50,748
Cost of power system sales installation services revenues, excluding depreciation and amortization	32,083	29,742
Cost of power system sales revenues, excluding depreciation and amortization	107,837	80,490
Cost of ongoing services revenues, excluding depreciation and amortization	37,314	30,790
Total cost of revenues, excluding depreciation and amortization	145,151	111,280
General and administrative expenses	68,741	57,887
Depreciation and amortization expense	3,993	1,859
Loss from operations	(34,740)	(42,536)
Interest expense	(755)	(14,331)
Loss on debt extinguishment	(24,182)	—
Other income, net	1,067	99
Loss before income taxes	(58,610)	(56,768)
Income tax expense	(420)	(158)
Net loss	(59,030)	(56,926)
Deemed dividend related to Series A preferred units	(3,110)	(2,880)
Net loss attributable to common units	$ (62,140)	$ (59,806)
Net loss per common unit		
Basic	$ (309.43)	$ (276.88)
Diluted	$ (309.43)	$ (276.88)
Weighted average common units outstanding		
Basic	216,002	216,002
Diluted	216,002	216,002

The accompanying notes are an integral part of these consolidated financial statements.

Enchanted Rock Holdings, LLC
Consolidated Statements of Changes in Mezzanine Equity and Members' Equity
For the Years Ended December 31, 2025 and 2024

(in thousands, except unit amounts)

	Mezzanine Equity Series A Preferred Units		Members' Equity Common Units			
	Number of Units	Mezzanine Equity	Number of Units	Members' Equity	Noncontrolling Interest	Total Members' Equity
Balance at January 1, 2024	163,975	$ 36,003	216,002	$ 5,973	$ 38	$ 6,011
Net loss	—	—	—	(56,926)	—	(56,926)
Stock-based compensation	—	—	—	2,662	—	2,662
Deemed dividend related to Series A preferred units	—	2,880	—	(2,880)	—	(2,880)
Warrant units issued	—	—	—	3,207	—	3,207
Dividends to common units ($35.62 dividend per unit)	—	—	—	(7,694)	—	(7,694)
Balance at December 31, 2024	163,975	38,883	216,002	(55,658)	38	(55,620)
Net loss	—	—	—	(59,030)	—	(59,030)
Settlement of Warrants	—	4,697	—	—	—	—
Stock-based compensation	—	—	—	4,633	—	4,633
Deemed dividend related to Series A preferred units	—	3,110	—	(3,110)	—	(3,110)
Warrant units issued	—	—	—	1,010	—	1,010
Balance at December 31, 2025	163,975	$ 46,690	216,002	$(112,155)	$ 38	$ (112,117)

The accompanying notes are an integral part of these consolidated financial statements.

Enchanted Rock Holdings, LLC
Consolidated Statements of Cash Flows
For the Years Ended December 31, 2025 and 2024

(in thousands)

	2025	2024
Cash flows from operating activities		
Net loss	$ (59,030)	$(56,926)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	3,993	1,859
Amortization of deferred financing costs	5,868	1,719
Amortization of operating lease ROU asset	3,668	3,406
Warrant expense	—	1,175
Loss on debt extinguishment	24,182	—
Amortization of sales commissions	427	275
Paid-in-kind interest expense	6,877	3,938
Interest paid on long term debt	(6,202)	—
Stock-based compensation	4,610	2,662
Gain on disposal of assets	—	1
Changes in operating assets and liabilities:		
Accounts receivable, net	(5,129)	29,915
Inventory	36,806	(30,831)
Contract assets	(6,282)	6,545
Prepaid expenses	7,884	5,013
Other current assets	(3,484)	406
Other assets	5,753	(8,283)
Accounts payable	(15,488)	(2,913)
Accrued liabilities and other payables	(9,407)	21,844
Contract liabilities	136,828	(7,735)
Operating lease liabilities	(3,602)	(3,246)
Other liabilities	(11,771)	6,966
Net cash provided by (used in) operating activities	116,501	(24,210)
Cash flows from investing activities		
Capital expenditures	(4,667)	(9,000)
Net cash used in investing activities	(4,667)	(9,000)
Cash flows from financing activities		
Dividends paid to common unit holders	—	(7,694)
Proceeds from notes payable	55,069	85,000
Payments of notes payable	(79,177)	(37,988)
Payments of deferred financing costs	(1,542)	(8,075)
Net cash (used in) provided by financing activities	(25,650)	31,243
Net change in cash and cash equivalents	86,184	(1,967)
Cash and cash equivalents		
Beginning of year	21,913	23,880
End of year	$108,097	$ 21,913
Supplemental disclosures of cash flow information		
Interest paid	$ 12,591	$ 6,820
Income taxes paid	$ —	$ 100
Supplemental noncash financing and investing activities		
Accrued capital expenditures	$ 193	$ 114
Warrants issued with debt agreement	$ 1,009	$ 10,197

The accompanying notes are an integral part of these consolidated financial statements.

Enchanted Rock Holdings, LLC
Notes to Consolidated Financial Statements
December 31, 2025 and 2024

1. NATURE OF OPERATIONS

Enchanted Rock Holdings, LLC (together with its consolidated subsidiaries, "ER Holdings" or the "Company") was formed and incorporated under the laws of the State of Delaware in 2018 and operates in accordance with the terms of its Limited Liability Company Agreement, effective July 1, 2018.

The Company designs, deploys, sells, operates, and maintains multi-purpose distributed power generation systems utilizing proprietary, low-emission, quick-response natural gas-fueled generators and embedded software technology. Its offerings include the design, installation, and operation of modular power systems, as well as ongoing operations and maintenance and asset management services. These systems support a range of customer applications, including bridge power, backup power, and dispatchable power solutions.

The Company primarily serves data centers, utilities, and commercial and industrial customers across the United States. Its principal markets span nine states, with its largest operating presence in California and Texas, where demand is driven in part by growth in data center and related infrastructure needs.

The Company manufactures key components of its power systems, including proprietary natural gas engines and generators, at facilities located in Houston, Texas, and deploys its systems throughout its U.S. operating footprint.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements include the accounts of Enchanted Rock Holdings, LLC and its consolidated subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All intercompany accounts and transactions have been eliminated. All amounts presented in the footnotes are in thousands, except number of common and preferred units and per common and preferred unit amounts, unless otherwise stated.

Use of Estimates

The preparation of the consolidated financial statements in accordance with GAAP requires the use of estimates and assumptions by management in determining the reported amounts of assets and liabilities, revenue and expenses and disclosures regarding contingent assets and liabilities. Actual results could differ from those estimates.

Regulation

The Company's operations, including its wholesale transactions, transmission service, and compliance with state-mandated reliability standards, are subject to the regulatory oversight of various state regulatory authorities including both the Public Utility Commission of Texas and the Electric Reliability Council of Texas as well as California Public Utilities Commission. Failure to comply with laws and regulations established by such regulatory agencies could result in suspension or revocation of license required for the Company to conduct its business. The Company is not aware of any violations or noncompliance with laws and regulations discussed above.

Revenue Recognition

The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers, which

requires revenue to be recognized when or as control of promised goods or services is transferred to customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services.

Performance Obligations

A performance obligation is a promise in a contract with a customer to transfer a distinct good or service. The Company's contracts generally include one or more of the following performance obligations:

Power System Sales Revenues

- *Power System Sales Product Revenues (Generators).* The Company sells generators to commercial and industrial customers. The Company generally recognizes product revenue from the sale of generators at a point in time when control is transferred to the customers. In certain "bill-and-hold" arrangements where the customer requests the Company to warehouse the generator until the site is ready for installation, control transfers when the generator is ready for physical transfer to the customer, as the Company has a present right to payment, the customer can direct the use of the generators (i.e. requests shipment to its facility), and legal title has passed to the customer. Furthermore, the generator is identified separately as belonging to the customer, and the Company cannot use the generator or direct it to another customer.
- *Power System Sales Installation Services Revenues.* The Company provides installation services to prepare, construct, and install distributed generation power systems designed to provide resiliency power for commercial and industrial customers. These services inherently include the procurement and integration of transformers, switchgear, and other supporting equipment. These service contracts can occur over several months or a multiyear period. The revenues through service contracts are generated under fixed-price contracts with certain reimbursable variable revenues and costs. The Company recognizes revenues over time because the Company's performance creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company measures progress using the cost-to-cost method (percentage of costs incurred to total estimated costs), as this best depicts the transfer of value to the customer.

Ongoing Services Revenues

- *Ongoing Services.* The Company provides ongoing services to operate and maintain distributed generation power systems designed to provide resiliency power for commercial and industrial customers. These services primarily consist of operations and maintenance services and asset management services arrangements. The Company's ongoing services are generally stand-ready obligations satisfied over time. For fixed-fee arrangements, the Company recognizes revenue either (i) ratably over the contract term or (ii) on an as-invoiced basis, applying the practical expedient to recognize revenue in the amount to which the entity has a right to invoice, if the entity has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the entity's performance completed to date (e.g. usage-based fees).
- *Service-Type Warranty.* The Company sells separately priced service-type warranties that provide coverage beyond the standard manufacturer's warranty. Revenues from these warranties are recognized ratably over the warranty period. For the years ended December 31, 2025 and 2024, there were $1.5 million and $0.9 million, respectively, of service warranty revenues recognized in the consolidated financial statements.

Remaining Performance Obligations

Remaining performance obligations represent performance obligations that are unsatisfied or partially satisfied as of the end of each reporting period. The Company measures remaining performance obligations based on the aggregate transaction price allocated to such performance obligations that have not yet been recognized as revenue as of the reporting date. In determining termination payment clauses, as such provisions create enforceable rights and obligations that are considered in assessing the transaction price and the duration of the contract. Contracts that do not contain substantive termination payment clauses are excluded from the remaining performance obligation disclosure.

Contract Combination

The Company may enter into contracts that include Power System Sales Product, Power System Sales Installation Services, Ongoing Services, and/or Service-Type Warranties negotiated as a package and entered into at or near the same time with the same customer. The Company evaluates whether such contracts should be combined and accounted for as a single contract when the criteria for contract combination are met. Although these products and services may be negotiated together and combined into a single contract, the Company has determined that they represent distinct performance obligation services that are capable of being distinct and for which the customer can benefit independently. Accordingly, the Company accounts for these goods and services separately and allocates the transaction price to each based on their relative standalone selling prices.

Transaction Price and Variable Consideration

The Company allocates the transaction price to each distinct performance obligation based on relative stand-alone selling prices. Stand-alone selling prices are based on observable prices when available; otherwise, the Company estimates stand-alone selling prices using an expected cost plus margin approach, applied consistently in similar circumstances.

Variable consideration amounts, including performance incentives, early pay discounts, and penalties, may also cause changes in contract estimates. The amount of variable consideration is estimated based on either the expected value method or the most likely amount method, depending on which method the Company expects to better predict the amount of consideration to which it will be entitled. The estimated amount is constrained such that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur once the uncertainty is resolved.

Certain of the Company’s contracts for Ongoing Services include variable consideration in the form of a profit-sharing arrangement that entitles the Company to receive a share of monthly positive cash flows. The performance fees related to these arrangements are generally constrained.

Contract Estimates and Modifications

Due to the nature of fixed-price power system sales installation services contracts, costs can vary from estimates due to factors such as scope changes, unforeseen conditions, or material cost fluctuations that will directly impact revenue recognized each period. Changes in estimates are recognized on a cumulative catch-up basis in the period in which the revisions are made. The net impact of these changes in estimates

was not material on an individual contract or aggregate level for the year ended December 31, 2024. The aggregate favorable change in estimate for 2025 was approximately $8 million, but no material changes to contract estimates on an individual contract basis.

On occasion, the Company approves change orders that modify the scope and price of a contract and accounts for those change orders as follows:

- If the change order adds distinct goods or services and those goods and services are priced at standalone selling prices, it is accounted for as a separate contract.
- If the change order is not distinct (e.g., additional installation work), it is accounted for as part of the existing contract, and the effect on the transaction price and measure of progress is recognized as a cumulative catch-up adjustment to revenue.

Contract Balances and Payment Terms

Payment Terms: Payment terms vary by contract type but are generally due within 30 days. Power system sales installation services contracts typically require milestone payments in advance of performance (resulting in contract liabilities), while ongoing services contracts are billed in arrears.

Significant Financing Component: The Company has elected the practical expedient to not adjust the promised amount of consideration for the effects of a significant financing component if the Company expects, at contract inception, that the period between the transfer of a promised good or service and when the customer pays for that good or service will be one year or less. Occasionally in a long-term contract, the Company experiences a difference between payment and performance of greater than one year. The Company would not consider such cases to give rise to a significant financing component, as payments in advance of services performed (i.e., resulting in contract liabilities) are primarily structured to secure the contract, offset the initial cost of procuring materials and protect the Company from customer nonperformance.

Contract Assets and Liabilities: With respect to the Company's Installation Services contracts, interim payments are typically received as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals or upon achievement of contractual milestones. As a result, under fixed-price contracts, the timing of revenue recognition and contract billings result in contract assets and contract liabilities.

- Contract assets represent revenues recognized in excess of amounts billed for fixed-price contracts and are current assets that are transferred to accounts receivable when billed or the billing rights become unconditional.
- Contract liabilities represent billings in excess of revenues recognized for fixed-price contracts. These arise under certain contracts that allow for upfront payments from the customer or contain contractual billing milestones, which result in billings that exceed the amount of revenues recognized for certain periods.
- Contract assets and liabilities are recorded on a net basis at the individual contract level at the end of each reporting period.

Contract Costs

The Company capitalizes incremental costs of obtaining a contract, such as sales commissions, if the Company expects to recover those costs. For the year ended December 31, 2025 and 2024, there was zero and $0.2 million, respectively, contract costs incurred that are recorded as deferred contract costs within other assets in the consolidated balance sheets and are amortized on a straight-line basis over the expected period of benefit, which is generally the contract term. The Company applies the practical expedient to recognize the incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset that the entity otherwise would have recognized is one year or less.

Other Revenue Policies

Sales Taxes: Amounts collected on behalf of their parties (such as sales and similar taxes) are excluded from revenue.

Shipping and Handling: The Company's shipping and handling activities, which primarily relate to the delivery of generators under Power System Sales Product and the transport of equipment for Power System Sales Installation Services, are treated as fulfillment activities rather than separate performance obligations. Shipping and handling costs are included in cost of revenues and are recognized as incurred.

Depreciation and Amortization: All references to cost of revenues throughout the consolidated financial statements and the notes to the consolidated financial statements are exclusive of depreciation and amortization.

Cash and Cash Equivalents

The Company considers cash on hand, cash in banks, and other highly liquid debt instruments purchased with an original maturity of three months or less to be cash and cash equivalents.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets at amortized cost, net of an allowance for credit losses. The Company routinely assesses the collectability of its accounts receivable. The Company monitors the credit quality of its counterparties through review of collections, credit ratings, and other analyses. The Company develops its estimated allowance for credit losses primarily using an aging method and analyses of historical loss rates, as well as consideration of current and future conditions that could impact its counterparties' credit quality and liquidity. Balances confirmed to be uncollectible are then written off against the allowance for credit losses.

The following is a summary of accounts receivable as of December 31, 2025 and 2024:

	2025	2024
Accounts receivable, net		
Power system sales accounts receivable	$17,229	$10,462
Ongoing services accounts receivable	15,368	14,140
Other accounts receivable	1,165	4,031
Allowance for credit losses	—	—
Total accounts receivable, net	$33,762	$28,633

Property and Equipment

Property and equipment are presented at cost, less accumulated depreciation, which is provided using the straight-line method over the estimated useful lives of the individual assets (see Note 8 — Property and Equipment). Expenditures for major renewals and improvements are capitalized if they extend the useful life of the asset, while expenditures for maintenance and repairs are expensed as incurred. Leasehold improvements are amortized over the shorter of their estimated useful lives or the life of the lease, plus renewal options the Company is reasonably certain to exercise. Sales and disposals of property and equipment are removed at carrying cost, less accumulated depreciation with any resulting gain or loss reflected in earnings.

Impairment of Long-Lived Assets

The Company reviews its long-lived assets for impairment if events or changes in circumstances indicate that the carrying value of such assets may not be recoverable, as required by ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Assets.* If an evaluation is required, the estimated future undiscounted cash flows associated with the asset or asset group are compared to the asset or asset group's carrying amount to determine if an impairment is necessary. If the carrying amount of an asset may not be recoverable, a write-down to fair value is recorded.

Fair values are determined based on the discounted cash flows or external appraisals, if applicable. Long-lived assets are reviewed for impairment at the individual asset or the asset group level for which the lowest level of independent cash flows can be identified. No impairment of long-lived assets was recognized for the years ended December 31, 2025 and 2024.

Deferred Financing Costs

The Company defers financing costs, including debt discounts and debt issuance costs, and amortizes the costs over the terms of the related debt using the effective interest method for term debt and straight-line method for revolving lines of credit, in accordance with ASC 470, *Debt*. Upon repayment of or in conjunction with a debt modification or exchange that qualifies as an extinguishment under GAAP of the underlying debt agreement, the unamortized costs are charged to earnings as a component of interest expense.

Warrants

The Company determines the accounting classification of warrants it issues as either liability or equity classified by first assessing whether the warrants meet liability classification in accordance with ASC 480, *Distinguishing Liabilities from Equity* ("ASC 480"), then in accordance with ASC 815, *Derivatives and Hedging* ("ASC 815"). After all relevant assessments, the Company concludes whether the warrants are classified as liability or equity. Liability-classified warrants are recorded at fair value at issuance and are marked-to-market each reporting period with changes in fair value recognized in the consolidated statements of operations. These are included within other current liabilities and other noncurrent liabilities in the consolidated balance sheets. Equity-classified warrants are recorded at fair value at issuance with no changes recognized subsequent to the issuance date. These are included within common units in the consolidated balance sheets.

Embedded Derivative Liabilities

The Company evaluates the embedded features of its financial instruments in accordance with ASC 480 and ASC 815. Certain conversion options and redemption features are required to be bifurcated from their host instrument and accounted for as free-standing derivative financial instruments if certain criteria are met. The Company applies significant judgment to identify and evaluate complex terms and conditions for its financial instruments to determine whether such instruments are derivatives or contain features that qualify as embedded derivatives. Embedded derivatives must be separately measured from the host contract if all the requirements for bifurcation are met. The assessment of the conditions surrounding the bifurcation of embedded derivatives depends on the nature of the host contract and the features of the derivatives. Bifurcated embedded derivatives are recorded at fair value at issuance and are marked-to-market each reporting period and are included within other noncurrent liabilities in the consolidated balance sheets with changes in fair value recognized in the consolidated statements of operations.

Noncontrolling Interest

The Company controls and holds an approximately 75% ownership in Enchanted Rock Reliability Services, LLC. As such, the Company records a noncontrolling interest in the consolidated balance sheets to reflect the remaining noncontrolling interest's share of the net assets of the subsidiary. For the years ended December 31, 2025 and 2024, Enchanted Rock Reliability Services, LLC did not have activity related to the Company's ongoing service profit-sharing arrangements.

Net Loss Per Unit

The Company computes net loss per unit using the two-class method required for participating securities. The Company considers its Series A Preferred Units to be participating securities because the holders have a nonforfeitable right to participate in distributions with common unitholders on a pro-rata basis in excess of their preferred return.

Under the two-class method, basic net loss per common unit is computed by dividing the net loss available to common unitholders by the weighted-average number of common units outstanding during the period. Net loss available to common unitholders is determined by adjusting the Company's net loss for deemed dividends related to the accretion of Series A Preferred Units to their redemption value, as well as the value transferred to Series A preferred unitholders upon the settlement of warrants. Net loss is allocated between common units and the participating Series A Preferred Units based on their participating rights. The Company does not allocate losses to participating securities unless the securities have a contractual obligation to share in the losses. Because the Series A Preferred Units do not have a contractual obligation to share in the Company's losses, no portion of the net loss was allocated to them for the years ended December 31, 2025 and 2024.

Diluted net loss per unit reflects the potential dilution that could occur if securities or other contracts to issue common units were exercised or converted into common units. For the years ended December 31, 2025 and 2024, the effect of all potentially dilutive securities was anti-dilutive due to the Company's net loss position. Accordingly, diluted net loss per unit is the same as basic net loss per unit for the years ended December 31, 2025 and 2024.

Stock-Based Compensation

The Company accounts for its Restricted Compensatory Units as equity-classified awards measured at their grant-date fair value using the Black-Scholes option-pricing model. Compensation cost is recognized on a straight-line basis over the applicable requisite service period, which is generally the vesting period defined in the individual grant notices. The Company has elected to recognize the impact of forfeitures in the period they occur rather than estimating them upfront. Certain awards include performance conditions (e.g. Company sales, distribution achievement or an initial public offering) that provide for accelerated vesting; compensation cost related to these conditions is recognized only when the event is considered probable.

Income Taxes

The Company has elected to be treated as a partnership for tax purposes, whereby all federal and selected state income taxes are paid directly by the members.

Uncertain tax positions are recognized in the consolidated financial statements only if that position is more likely than not of being sustained upon examination by taxing authorities, based on the technical merits of the position. For the years ended December 31, 2025 and 2024, the Company did not recognize any interest or penalty expense related to uncertain tax positions or income taxes.

The Company does not expect the amounts of unrecognized tax benefits to significantly increase or decrease within the next 12 months.

State Franchise Taxes

The State of Texas margin tax applies to legal entities conducting business in Texas. The tax is calculated by applying a tax rate to a base that considers both revenues and expenses and, therefore, has the characteristics of an income tax. The Company incurred $0.4 million and $0.2 million for the years ended December 31, 2025 and 2024, respectively, relating to the Texas margin tax, which has been included within income tax expense in the consolidated statements of operations.

Sales and Marketing Costs

Sales and marketing costs are expensed as incurred. Sales and marketing expense for the years ended December 31, 2025 and 2024 was $1.1 million and $1.0 million, respectively, and has been included within general and administrative expenses in the consolidated statement of operations.

Concentrations of Credit, Customer and Vendor Risk

Financial instruments that potentially subject the Company to concentrations of credit and customer risk consist primarily of its cash and cash equivalents and its net receivable position with customers, which includes amounts related to billed and unbilled accounts receivable and contract assets net of advanced billings with the same customer. Periodically, the Company maintains its cash balances in financial institutions, which at times exceed federally insured limits. Management periodically assesses the financial condition of the financial institutions and believes that any possible risk is immaterial.

The Company grants credit under normal payment terms, generally without collateral, to its customers. For the year ended December 31, 2025, sales to three counterparties accounted for approximately 18%, 16%,

and 14% of the Company's total revenue. For the year ended December 31, 2024, sales to three counterparties accounted for approximately 19%, 17%, and 17% of the Company's total revenue. This concentration of customers may impact the Company's overall credit risk, either positively or negatively, in that these entities may be similarly affected by changes in economic or other conditions, including uncertainties and challenges in the energy market. These uncertainties and challenges could expose the Company to increased risk related to collectability of billed and unbilled receivables and contract assets for services the Company has performed.

Substantially all of the Company's accounts receivable result from product and installation revenues. Four customers accounted for approximately 17%, 14%, 14%, and 13% of the total accounts receivables balance at December 31, 2025. Four customers accounted for approximately 39%, 15%, 11%, and 10% of the total accounts receivable balance at December 31, 2024.

During 2025, expenditures to three vendors accounted for approximately 25% of the Company's total purchases. As of December 31, 2025, the total balance due for three vendors accounted for approximately 46%, 7%, and 6% of total accounts payable. During 2024, expenditures to three vendors accounted for approximately 33% of the Company's total purchases. As of December 31, 2024, the total balance due for three vendors accounted for approximately 65%, 6%, and 5% of total accounts payable.

Fair Value of Financial Instruments

The Company's financial instruments consist primarily of notes payable and warrants. The Company records its financial assets and liabilities at fair value, in accordance with the framework for measuring fair value in GAAP. This framework establishes a fair value hierarchy that prioritizes the input used to measure fair value:

- ***Level 1***—Quoted prices in active markets for identical assets or liabilities.
- ***Level 2***—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- ***Level 3***—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. See Note 3—Fair Value, for additional information on fair value measurements.

Leases

The Company has operating leases for real estate, forklifts, vehicles and trucks, and other equipment under noncancelable agreements whose initial terms typically range from three to 20 years, including renewal options that the Company is reasonably certain to exercise. The Company determines if these contracts are or contain a lease at inception and reviews the facts and circumstances of the arrangement to classify the leased asset as operating or finance under the lease standard. To assess whether a contract is or contains a lease, the Company considers whether (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) whether the Company obtains substantially all the economic benefits from the use of the underlying asset and directs how and for what purpose the asset is used during the term of the contract.

The portion of active leases within the Company's portfolio classified as operating leases under the standard are included in right-of-use ("ROU") assets, net, lease liabilities and noncurrent lease liabilities in the consolidated balance sheets. The ROU assets represent the Company's right to use the underlying asset for the lease term and lease liabilities represent the Company's obligation to make minimum lease payments arising from the lease for the duration of the lease term.

The Company has evaluated all lease agreements in accordance with ASC 842, *Leases* ("ASC 842") and determined that none meet the criteria for classification as a finance lease. Specifically, none of the Company's lease contracts transfer ownership of the underlying asset by the end of the lease term, provide a purchase option that is reasonably certain to be exercised, have lease terms that constitute a major part of the remaining economic life of the asset, or result in the present value of lease payments equaling or exceeding substantially all of the fair value of the underlying asset. As a result, all active leases are accounted for as operating leases.

Certain of the Company's leases include one or more options to renew, with renewal terms that can extend the lease term from two to five years. The exercise of lease renewal options is typically at the Company's discretion. Additionally, many leases contain early termination clauses; however, in active lease agreements, early termination typically requires the concurrence of both parties to the lease. The measurement of the lease term includes options to extend or renew the lease when it is reasonably certain that the Company will exercise that option.

The Company uses the rate implicit in the lease when such rate readily determinable to determine the present value of future minimum lease payments for the Company's operating leases. If the rate implicit in the lease contracts is not readily determinable, the Company determines the present value of future minimum lease payments by using its incremental borrowing rate based on the information available at commencement date of the lease.

Under ASC 842, minimum lease payments are expensed on a straight-line basis over the term of the lease, including renewal options the Company is reasonably certain to exercise. In addition, some leases may require additional contingent or variable lease payments based on factors specific to the individual agreement. Variable lease payments for which the Company is typically responsible include payments of real estate taxes, insurance, maintenance, and other operating costs in addition to rent. These payments are expensed as incurred and recorded as variable lease costs.

The Company elected the short-term expedient and will not record ROU assets and lease liabilities onto its balance sheets for leases with terms of 12 months or less (ASC 842-20-25-2). The Company also elected the practical expedient of not allocating consideration between lease and non-lease components for all asset classes except for real estate leases. For real estate leases, the Company accounts for leases and non-lease components separately.

Segments

The Company operates as one operating segment that designs, installs, and operates distributed generation power systems designed to provide resiliency power for commercial and industrial customers located within the United States. See Note 4—Revenue Recognition, for additional information about the Company's products and services. The Company's operations are managed as a unified business, with integrated processes for product development, marketing, sales, and customer support. As such, the Company reflects

its financial results as one reportable segment, which reflects the consolidated performance of its business activities. Management has determined that the Company's chief operating decision maker ("CODM") is the Chief Executive Officer who has the ultimate responsibility for strategic decision making and resource allocation. The CODM uses consolidated net loss to allocate resources, as well as assess the performance, primarily by monitoring actual results compared to prior periods and expected results. The primary measure of profit or loss used by the CODM to make these decisions is consolidated net loss. Significant expenses presented to the CODM are at the consolidated level and are the same as those on the face of the consolidated statements of operations. The Company's CODM does not use any segment assets to assess performance or decide how to allocate resources.

All of the Company's assets are located in the United States.

Recently Issued Pronouncements

Income Taxes
In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which enhances the transparency and decision usefulness of income tax disclosures. The amendments require, among other things, expanded rate reconciliation disclosures with specific categories and greater disaggregation of income taxes paid by jurisdiction.

For public business entities, the amendments are effective for annual periods beginning after December 15, 2024 (i.e., the Company's fiscal year beginning January 1, 2025). The amendments are effective for interim periods within fiscal years beginning after December 15, 2025 (i.e., beginning with interim periods in fiscal year 2026). Early adoption is permitted. We adopted this guidance prospectively effective January 1, 2025, resulting in expanded disclosures that improve transparency into our tax positions and payments across jurisdictions. See Note 16 — Income Taxes, for additional information.

Recently Issued Pronouncements Not Yet Adopted

Internal-Use Software
In September 2025, the FASB issued ASU 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software, which modernizes the accounting for internal-use software costs by increasing the operability of the recognition guidance considering different methods of software development. ASU 2025-06, which can be applied prospectively, retrospectively, or with a modified transition approach, will be effective for annual and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the effects that the adoption of this standard will have on its consolidated financial statements and disclosures.

Income Statement Presentation
In November 2024, the FASB issued ASU 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which increases the transparency of expense information presented in the statements of operations through disclosures of expanded disaggregation of relevant expense captions. This guidance will be effective for annual periods beginning after December 15, 2026, and interim periods thereafter, with early adoption permitted. The Company is currently evaluating the effects that the adoption of this standard will have on its consolidated financial statements and disclosures.

Financial Instruments—Credit Losses

In July 2025, the FASB issued ASU 2025-05, Financial Instruments—Credit Losses (Subtopic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets. The amendments in this update provide a practical expedient for all entities when measuring expected credit losses for current accounts receivable and contract assets arising from transactions accounted for under ASC 606, Revenue from Contracts with Customers. This guidance will be effective for annual periods beginning after December 15, 2025, and interim periods thereafter, with early adoption permitted. The Company is currently evaluating the potential adoption of the practical expedient; however, it does not expect the adoption of this standard to have a material impact on its consolidated financial statements and related disclosures.

3. FAIR VALUE

The Company's financial instruments consist primarily of notes payable, warrants and derivative liabilities.

Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company records its financial assets and liabilities at fair value, in accordance with the framework for measuring fair value in GAAP.

The Company's warrant unit liability related to the 2024 Credit Agreement (see Note 11 — Debt — 2024 Credit Agreement), and the warrant unit liability and derivative liability related to the December 2024 Convertible Note (see Note 11 — Debt — 2024 Note Purchase Agreement), measured at fair value on a recurring basis as of December 31, 2025 and December 31, 2024, is as follows:

	2025		
	Level 1	Level 2	Level 3
Current Liabilities			
Derivative liabilities	$ —	$ —	$ 10
Total	$ —	$ —	$ 10
Noncurrent Liabilities			
Derivative liabilities	$ —	$ —	$3,363
Total	$ —	$ —	$3,363

	2024		
	Level 1	Level 2	Level 3
Current Liabilities			
Derivative liabilities	$ —	$ —	$ 2,727
Total	$ —	$ —	$ 2,727
Noncurrent Liabilities			
Warrant unit liabilities	$ —	$ —	$13,979
Derivative liabilities	$ —	$ —	1,492
Total	$ —	$ —	$15,471

The estimated fair value of the derivative liability included in other noncurrent liabilities in the consolidated balance sheets was determined using the with and without method, taking the value of the December 2024 Convertible Note with the conversion option, less the value of the December 2024 Convertible Note without the conversion option. The estimated fair value of the December 2024 Convertible Note was determined using the discounted cash flow method, assuming a discount rate of 17.25%.

Changes in Level 3 liabilities measured at fair value on a recurring basis for the year ended December 31, 2025, were as follows:

	Contingent warrant liability	Warrant liability	Derivative liability
Balance at January 1, 2024	$ —	$ —	$ —
Issuances	1,329	13,979	1,492
Changes in fair value included in earnings	1,398	—	—
Balance at December 31, 2024	$ 2,727	$ 13,979	$ 1,492
Issuances	—	—	9,049
Changes in fair value included in earnings	(1,752)	(12,939)	(3,390)
Extinguishment	(975)	(1,040)	(3,778)
Balance at December 31, 2025	$ —	$ —	$ 3,373

Changes in fair value are included in Interest Expense on the consolidated statement of operations for the year ended December 31, 2025 and in Other Income on the consolidated statements of operations for the year ended December 31, 2024.

The Company's equity-classified warrants included in common units in the consolidated balance sheet related to the 2025 Credit Agreement (see Note 11 — Debt — 2025 Credit Agreement) measured at relative fair value on issuance date of December 22, 2025 (see Note 13 — Equity — Warrant Units) and the Company's equity-classified warrants included in common units in the consolidated balance sheet related to the 2024 Credit Agreement (see Note 11 — Debt — 2024 Credit Agreement) measured at relative fair value on issuance date of February 27, 2024 (see Note 13 — Equity — Warrant Units), are as follows:

	2025		
Equity	Level 1	Level 2	Level 3
Common unit warrants	$ —	$ —	$1,009
Total	$ —	$ —	$1,009

	2024		
Equity	Level 1	Level 2	Level 3
Common unit warrants	$ —	$ —	$3,207
Total	$ —	$ —	$3,207

The estimated fair value of the equity-classified warrants was determined using the Black-Scholes option pricing model. For this purpose, the Company assumed a risk-free interest rate of 4.70%, a probability weighted time to exit of two years, and 75.0% volatility.

Financial Assets and Liabilities Not Measured at Fair Value on a Recurring Basis

Debt Instruments — The term loans and convertible notes are based on rates currently offered for instruments with similar maturities and terms (Level 2).

The following table presents the estimated fair values and carrying values of debt instruments (see Note 11 — Debt):

	2025		2024	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
2025 Credit Agreement	28,944	$ 30,000	$ —	$ —
2024 Credit Agreement	—	—	69,424	78,835
December 2024 Convertible Note	9,132	14,758	1,348	11,045
Additional 2024 Convertible Notes	8,974	14,560	—	—
2025 Convertible Notes	12,934	21,769	—	—
Rights offering convertible notes	44	44	—	—
Total Outstanding Debt	$60,028	$ 81,131	$70,772	$ 89,880

4. REVENUE RECOGNITION

Disaggregation of Revenues

The Company disaggregates revenue from contracts with customers on the basis of the types of power system sales and ongoing services provided for the years ended December 31, 2025 and 2024:

	2025	2024
Power system sales product revenues	$ 90,138	$ 53,976
Power system sales installation services revenues	47,810	38,363
Power system sales revenues	137,948	92,339
Ongoing services revenues[1]	45,197	36,151
Total revenues	$183,145	$128,490

(1) Includes service-type warranty revenue.

Remaining Performance Obligations

The following table presents estimated revenue allocated to remaining performance obligations for contracted revenues that are unsatisfied (or partially satisfied) as of December 31, 2025:

2026	$154,561
2027	20,114
2028	14,522
2029	13,295
2030	13,554
Thereafter	123,418
	$339,464

The amount above represents the Company's estimate of total revenues that are expected to be realized from the remaining portion of executed and legally enforceable contracts related to Power System Sales Installation Services and the Ongoing Services. For purposes of calculating remaining performance obligations from Power System Sales and Ongoing Services revenues, the Company includes estimated revenues from change orders and claims to the extent they are legally enforceable and it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. Excluded from remaining performance obligations were variable consideration from ongoing service contracts that the Company has a right to invoice (e.g., usage-based fees) in accordance with performance. Accordingly, the table above includes only the fixed consideration component of such agreements. Additionally, the Company excludes contracts with an original expected duration of one year or less.

5. CONTRACT ASSETS AND LIABILITIES

The following table reflects the changes in contract assets and contract liabilities for the years ended December 31, 2025 and 2024:

	2025	2024	Change
Contract assets	$ 15,964	$ 9,682	$ 6,282
Contract liabilities	(170,025)	(33,197)	(136,828)
	$(154,061)	$(23,515)	$(130,546)

Contract assets and liabilities fluctuate period to period based on various factors, including changes in the number and size of projects in progress at period-end and variability in billing and payment terms due to milestone billings. During the year ended December 31, 2025, the Company entered into contracts with three customers that account for $117.9 million of total contract liabilities.

During the years ended December 31, 2025 and 2024, the Company recognized revenue of $25.0 million and $25.6 million, respectively, that was included in contract liabilities at the beginning of the year.

6. INVENTORY

Inventory is stated at the lower of cost or net realizable value. Inventory consists of fully assembled generators and other major equipment used for Power System Sales Installation Services contracts valued using the specific identification method and spare parts inventory for Ongoing Services contracts valued using the average cost method.

Inventory consisted of the following as of December 31, 2025 and 2024:

	2025	2024
Natural gas generators	$10,017	$57,744
Installation equipment	15,374	11,393
Spare parts inventory	18,290	11,350
Total inventory	$ 43,681	$ 80,487

7. PREPAID EXPENSES

Prepaid expenses consisted of the following as of December 31, 2025 and 2024:

	2025	2024
Prepaid power system sales equipment	$5,851	$13,845
Prepaid general and administrative expenses	2,948	2,838
Total prepaid expenses	$ 8,799	$ 16,683

8. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31, 2025 and 2024:

	Useful Lives (Years)	2025	2024
Equipment	5 - 15	$15,852	$11,721
Leasehold improvements	5 - 7	2,841	1,375
Trailers	5	103	53
Furniture and fixtures	5 - 7	521	347
Computers and software	5	13,128	3,016
Construction in progress		2,381	13,569
		34,826	30,081
Less accumulated depreciation		(7,281)	(3,300)
Total property and equipment, net		$ 27,545	$ 26,781

Depreciation expense for the years ended December 31, 2025 and 2024 was $4.0 million and $1.8 million, respectively.

9. LEASES

The Company has long-term operating leases, comprised primarily of equipment, vehicles, and real estate lease arrangements. Operating leases have remaining lease terms of one year to seven years.

As of December 31, 2025 and 2024, the classification of leases in the consolidated balance sheets was as follows:

	Classification	2025	2024
Right-of-use assets			
Operating leases	Right-of-use assets, net	$ 10,832	$ 11,670
Lease liabilities			
Current			
Operating leases	Lease liabilities, current	3,343	2,773
Noncurrent			
Operating leases	Lease liabilities, noncurrent	8,019	9,361
Total lease liabilities		$ 11,362	$ 12,134

Operating lease liabilities are based on the net present value of the remaining lease payments over the remaining lease term. In determining the lease liability and the present value of lease payments, management used the incremental borrowing rate.

Operating lease expense for the years ended December 31, 2025 and 2024 was $4.2 million and $4.1 million, respectively, and is included in cost of power system sales revenues, cost of ongoing services revenues, and general and administrative expenses in the consolidated statements of operations.

The following is the aggregate future lease payments for operating leases as of December 31, 2025:

2026	$ 3,962
2027	3,373
2028	2,486
2029	1,645
2030	920
Thereafter	294
Total undiscounted lease payments	12,680
Less imputed interest	(1,318)
Lease liabilities	$ 11,362

Cash paid during 2025 and 2024 for operating leases was $4.1 million and $3.9 million, respectively. During 2025 and 2024, ROU assets obtained in exchange for the lease obligations for operating leases were $3.1 million and $2.2 million, respectively.

The weighted-average remaining lease term of operating leases is approximately four years. The weighted-average discount rate used to determine the operating lease liabilities as of December 31, 2025 and 2024 was 6.73% and 4.33%, respectively.

On December 8, 2025, the Company entered into a new 7.5-year lease agreement for a new storage facility. The lease is expected to commence in March 2026, upon completion of the build-out. At the commencement date, the Company expects to recognize a Right-of-Use (ROU) asset of approximately $14.7 million and a corresponding lease liability of approximately $18.7 million, inclusive of a $4.0 million tenant improvement allowance, based on initial direct costs and present value of future lease payments.

10. PAYABLES AND ACCRUED LIABILITIES

The following is a summary of payables and accrued liabilities as of December 31, 2025 and 2024:

	2025	2024
Accounts payable		
Power system sales payable	$ 9,211	$22,228
Ongoing services payable	4,226	4,080
General and administrative payable	2,050	2,894
Other payables	1,062	2,757
Total accounts payable	$16,549	$31,959

	2025	2024
Accrued liabilities and other payables		
Accrued salaries	$ 6,396	$ 2,741
Accrued operating expenses	17,067	11,423
Accrued commissions and fees	515	694
Accrued sales tax payable	929	104
Short term note payable	1,328	1,347
Total accrued liabilities and other payables	$26,235	$16,309

11. DEBT

The Company's debt obligation as of December 31, 2025 and 2024 consisted of the following:

	2025	2024
2025 Credit Agreement	$30,000	$ —
2024 Credit Agreement	—	78,921
December 2024 Convertible Note	11,606	10,016
Additional 2024 Convertible Notes	11,405	—
2025 Convertible Notes	16,930	—
Rights offering convertible notes	73	—
Total notes payable, gross	70,014	88,937
Less: unamortized deferred debt issuance costs	(863)	(5,019)
Less: unamortized debt discount	(9,123)	(13,146)
Total notes payable, net	60,028	70,772
Less: current portion	(44)	—
Total notes payable, net, noncurrent portion	$59,984	$ 70,772

The following table presents details of our outstanding debt obligations repayment schedule as of December 31, 2025:

2026	$ —
2027	—
2028	9,167
2029	10,000
2030	10,000
Thereafter	89,523
	$ 118,690

2025 Credit Agreement

On December 22, 2025, the Company entered into a loan and security agreement (the "2025 Credit Agreement"), which provides for a senior secured term loan in the initial principal amount of $30.0 million (the "2025 Term Loan") and a senior secured revolving credit facility with commitments in the aggregate amount of $30.0 million (the "2025 Revolver").

If (i) on or before June 30, 2027 the Company's unrestricted cash falls below a threshold specified in the 2025 Credit Agreement, or (ii) before December 1, 2027 (the "Default Amortization Date"), the Company

consolidated adjusted EBITDA falls below a threshold specified in the 2025 Credit Agreement, then on the first day of the month following the occurrence of an event described in the preceding clauses (i) or (ii) (the "Amortization Trigger Date") the 2025 Term Loan will amortize in 24 equal monthly installments based on a fully amortizing straight line amortization schedule, with the 2025 Term Loan maturing on the 23rd such installment after the Amortization Trigger Date. If the Amortization Trigger Date does not occur before the Default Amortization Date, the 2025 Term Loan will amortize in 36 equal monthly installments based on a fully amortizing straight line amortization schedule and will mature on November 29, 2030.

Borrowings under the 2025 Credit Agreement are secured by a lien on all equipment, inventory, receivables, general intangibles, and substantially all other personal property owned by the Company, including a pledge of the equity interests in its subsidiaries.

Interest under the 2025 Credit Agreement is payable monthly and accrues at a rate equal to (x) in the case of the 2025 Term Loan, the greater of (i) the prime rate plus 2.25% and (ii) 9.50%, and (y) in the case of principal amounts outstanding under the 2025 Revolver, the greater of (i) the prime rate plus 0.25% and (ii) 6.00%. The 2025 Term Loan is subject to a fee, payable upon the maturity or earlier prepayment of the 2025 Term Loan, in the amount of 7.00% of the initial principal amount of the 2025 Term Loan. Additionally, voluntary prepayments or mandatory prepayments resulting from an event of default are subject to a prepayment premium equal to 3.00% of the principal amount prepaid if occurring in the first year, 2.00% in the second year, and 1.00% in the third year. The 2025 Revolver is also subject to an unused line fee, payable quarterly, in the amount of 0.25% of the average unused commitments under the 2025 Revolver. For the year ended December 31, 2025, the effective interest rate on the 2025 Term Loan was 12.1%, which includes the stated interest rate and the amortization of the debt discount, capitalized debt issuance costs, and the final payment fee.

The 2025 Credit Agreement includes certain affirmative and restrictive covenants common in such agreements that apply to the Company and its subsidiaries, including, among others (i) a minimum current ratio of at least 1.25:1.00 and (ii) minimum unrestricted cash of $12.5 million, and (iii) subject to certain customary exceptions, restrictions on the ability to incur debt, grant liens, make investments or distributions, engage in new businesses other than those reasonably related to those currently engaged in by the Company and its subsidiaries, or perform mergers and other fundamental corporate changes.

The 2025 Credit Agreement contains customary events of default. If an event of default occurs and is continuing, the lenders may declare all amounts outstanding under the 2025 Credit Agreement to be immediately due and payable, and the outstanding obligations will be subject to a default interest rate increase of 2.00%.

The 2025 Credit Agreement required the Company to issue a warrant (the "2025 Credit Agreement Warrant") to the lender thereunder (see Note 3 — Fair Value). Such lender could purchase up to 2,525 common units of Enchanted Rock Holdings, LLC under the 2025 Credit Agreement Warrant at an exercise price of $0.01 per unit.

As of December 31, 2025, the Company had $30.0 million of borrowings related to the 2025 Term Loan and no borrowings related to the 2025 Revolver under the 2025 Credit Agreement. The Company believes it was in compliance with the covenants of the 2025 Credit Agreement described above as of that date.

2024 Credit Agreement

On February 27, 2024, the Company entered into a five-year term credit agreement (the "2024 Credit Agreement") that consisted of a $75.0 million senior secured initial term loan and a $30.0 million delayed draw term loan with a maturity date of February 27, 2029.

Borrowings under the 2024 Credit Agreement are collateralized by personal security interests on all equipment and fixtures, all inventory, and all receivables owned by the Company.

Prior to the first anniversary of the closing date, borrowings under the 2024 Credit Agreement are subject to interest at the sum of (i) the sum of (1) the greater of (A) 8.00% and (B) term Secured Overnight Financing Rate ("SOFR"), plus 4.00%, plus (2) for any period for which a permitted revolving credit facility is then outstanding, 1.00%, payable in cash, and (ii) term SOFR, plus 10.00%, in each case minus any amounts paid in cash, payable in kind.

On or after the first anniversary of the closing date, borrowings under the 2024 Credit Agreement are subject to interest at the sum of (i) term SOFR, plus 5.50%, plus for any period for which a permitted revolving credit facility is then outstanding, 1.00%, payable in cash, and (ii) term SOFR, plus 4.50%, payable in kind.

The 2024 Credit Agreement contains customary events of default provision. If an event of default occurs and is continuing, the lender may declare all amounts outstanding under the 2024 Credit Agreement to be immediately due and payable.

In connection with the initial term loan under the 2024 Credit Agreement, the Company issued a warrant to the lender for the purchase of up to 6,290 common units at an exercise price of $0.01 per unit (see Note 13 — Equity — Warrant Units).

In connection with the delayed draw term loan under the 2024 Credit Agreement, if the Company draws upon the $30.0 million of available funds, the Company would be obligated to issue a warrant to the lender. The number of common units that could be purchased under such warrant is determined based on the percentage of the delayed draw term loan funded multiplied by the total number of common units related to the delayed draw term loan of 2,606, and would have an exercise price of $0.01. Based on the Company's analysis of the criteria contained in ASC 815, the Company determined the contingently issuable warrants met the definition of a warrant liability. The contingently issuable warrant liability is included in other current liabilities in the consolidated balance sheets and is recorded at fair value and marked-to-market each reporting period with changes in fair value being reflected in the consolidated statements of operations (see Note 3 — Fair Value). A corresponding loan commitment asset was recorded and is included in other assets in the consolidated balance sheets. As the Company does not intend to draw upon the delayed draw term loan, the loan commitment asset related to the contingently issuable warrants will be amortized straight-line over the term of access to the line of credit. As of the issuance date, the fair value of the contingently issuable warrant liability was $1.3 million. The balance of the contingently issuable warrant liability as of December 31, 2024, was $2.7 million is included in other current liabilities in the consolidated balance sheets. The increase in the fair value of the contingently issuable warrant liability during 2024 of $1.4 million was included in other income, net. Amortization of the loan commitment asset related to the contingently issuable warrant liability was $0.7 million for the year ended December 31, 2024. The unamortized loan commitment asset related to the contingently issuable warrant liability as of December 31, 2024, was $0.6 million.

On the issuance date of the 2024 Credit Agreement, the Company recorded a total debt discount of $5.1 million consisting of the discount paid to the lender and the fair value of the warrants issued. The debt discount will be amortized to interest expense over the term of the agreement using the effective interest rate method. As of December 31, 2024, the unamortized debt discount related to the 2024 Credit Agreement was $4.7 million.

On the issuance date of the 2024 Credit Agreement, the Company recorded a loan commitment asset of $0.8 million related to the discount paid to the lender, attributable to the $30 million delayed draw term loan. The loan commitment asset will be amortized to interest expense on a straight-line basis over the term of access to the delayed draw term loan. As of December 31, 2024, the unamortized loan commitment asset related to the 2024 Credit Agreement was $0.4 million.

In connection with the issuance of the 2024 Credit Agreement, the Company incurred debt issuance costs of $5.3 million which were recorded as a contra-liability and will be amortized to interest expense over the term of the agreement using the effective interest rate method. As of December 31, 2024, the unamortized debt issuance costs related to the 2024 Credit Agreement were $4.8 million.

As of December 31, 2024, the Company had $75.0 million of borrowings related to the initial term loan and no borrowings related to the delayed draw term loan under the 2024 Credit Agreement. The Company was in compliance with the financial covenants listed above of the 2024 Credit Agreement as of December 31, 2024.

During the year ended December 31, 2025, the Company fully paid down the 2024 Credit Agreement including all principal payments and PIK. As a result of these prepayments, the Company recognized a loss on extinguishment of debt related to the 2024 Credit Agreement of $12.4 million, inclusive of prepayment penalties incurred of $3.4 million, debt issuance costs write offs of $4.2 million, and debt discount write offs of $6.4 million, reduced by warrant liability write offs of $1.0 million and derivative liability write offs of $0.6 million.

2024 Note Purchase Agreement and Amended and Restated Note Purchase Agreement

On December 27, 2024, the Company entered into a note purchase agreement (the “2024 Note Purchase Agreement”) with an affiliate investor, pursuant to which the lender agreed to purchase a minimum aggregate principal amount of $20.0 million and a maximum aggregate principal amount of $50.0 million of convertible promissory notes, convertible into equity securities having identical rights, privileges, preferences, and restrictions as equity securities of the Company issued in an equity financing. For each note issued, the Company also agreed to issue a warrant with an exercise price of $0.01, with the number of common units for which a warrant may be exercisable equal to the aggregate principal amount of the note purchased divided by 1,497.

As of December 31, 2024, the Company had issued the December 2024 Convertible Note worth $10.0 million of the minimum aggregate amount of $20.0 million. The contingently issuable warrants related to the remaining $10.0 million commitment are deemed issued for accounting purposes, and are recognized as a warrant liability recorded at fair value and marked-to-market each reporting period with changes in fair value being reflected in the consolidated statement of operations (see Note 3 — Fair Value). A corresponding loan commitment asset was recorded and included in other assets in the consolidated balance sheet, which will be reclassified as a debt discount upon future issuances of convertible notes and related warrants. As of the issuance date and as of December 31, 2024, the fair value of the contingently issuable warrant liability was $7.0 million.

The Company reviewed the terms of the 2024 Note Purchase Agreement to determine whether there are embedded derivative instruments which are required to be bifurcated and accounted for separately. The Company determined the 2024 Note Purchase Agreement contained several embedded derivative instruments that are required to be bifurcated, and accounted for these as a single, compound derivative instrument. The embedded derivative instruments in the 2024 Note Purchase Agreement the Company determined were required to be bifurcated included the conversion upon consummation of an equity financing, redemption upon consummation of an equity financing, redemption upon a liquidity event, conversion upon maturity of the loan, and redemption upon event of default. The Company recorded the single, compound derivative instrument at fair value and marked-to-market each reporting period with changes in fair value being reflected in the consolidated statements of operations (see Note 3 — Fair Value).

On April 29, 2025, the Company entered into an amended and restated note purchase agreement (the "A&R Note Purchase Agreement") which amended and restated the 2024 Note Purchase Agreement and the notes issued thereunder, and pursuant to which the lenders agreed to purchase convertible promissory notes in an aggregate principal amount not to exceed $65.0 million (the "2025 Convertible Notes"), inclusive of the $20 million of notes issued under the 2024 Note Purchase Agreement. The 2025 Convertible Notes are convertible into equity securities having rights, privileges, preferences, and restrictions identical to those issued in a future equity financing. In connection with the A&R Note Purchase Agreement, all warrants previously issued under the 2024 Note Purchase Agreement were marked-to-market and written off with initial changes in fair value reflected in the consolidated statements of operations (see Note 3 — Fair Value).

Rights Offering

The A&R Note Purchase Agreement authorized a rights offering to existing equity holders (other than current lenders and their affiliates) of up to $4.96 million of 2025 Convertible Notes, provided that the amount of all 2025 Convertible Notes may not exceed $65.0 million. Purchasers participating in the rights offering were entitled to receive additional common units, the number of which is determined pursuant to a specified formula tied to the purchaser's principal investment and an aggregate principal reference amount of $35.0 million. During the year ended December 31, 2025, the Company issued $69 thousand worth of 2025 Convertible Notes associated with the rights offering and were included in accrued liabilities and other payables on the consolidated balance sheets. As of December 31, 2025, the rights offering election period has expired, and the Company has no remaining obligations to issue any additional rights offering units.

December 2024 Convertible Note and Amended Restated Notes

Pursuant to the 2024 Note Purchase Agreement, on December 27, 2024, the Company issued a $10.0 million convertible promissory note (the "December 2024 Convertible Note") to an investor with a maturity date of December 27, 2026, provided that, for so long as the 2024 Credit Agreement remains outstanding, the maturity date of the December 2024 Convertible Note will be the date that is six months following the stated maturity date of the 2024 Credit Agreement. The December 2024 Convertible Note bears an interest rate of 15% per annum, compounding quarterly and payable in kind ("PIK interest") by adding accrued interest to the outstanding principal amount. Interest accrual commences on the issue date and concludes either on maturity of the note or upon any event that triggers conversion or repayment prior to maturity.

The Company recorded the bifurcated embedded derivative features related to the issuance of the December 2024 Convertible Note at fair value in accordance with ASC 815. As of the issuance date and as of

December 31, 2024, the fair value of the derivative liability was $1.5 million and is included within other noncurrent liabilities in the consolidated balance sheets with changes in fair value recognized in the consolidated statements of operations.

Per the terms of the 2024 Note Purchase Agreement, a warrant was issued to the investor in conjunction with the December 2024 Convertible Note, which can be exercised in whole or in part up to an aggregate of 6,680 common units with an exercise price of $0.01 and has a maturity date of December 27, 2034. If the holder has not exercised the warrant by the expiration date, the warrant will automatically be exercised. Based on the Company's analysis of the criteria contained in ASC 815, the Company determined that the warrant issued in conjunction with the December 2024 Convertible Note met the definition of a warrant liability. The warrant liability is recorded at fair value and marked-to-market each reporting period with changes in fair value being reflected in the consolidated statements of operations (see Note 3 — Fair Value). A corresponding debt discount contra-liability was recorded and will be amortized to interest expense over the term of the agreement using the effective interest rate method. As of the issuance date and as of December 31, 2024, the fair value of the warrant liability was $7.0 million. As of the issuance date and as of December 31, 2024, the fair value of both the legally issued warrants and the contingently issuable warrants related to the 2024 Note Purchase Agreement and the December 2024 Convertible Note was $14 million, and is included in warrant unit liabilities in the consolidated balance sheets.

On the issuance date of the December 2024 Convertible Note, the Company recorded a total debt discount of $8.5 million consisting of the fair value of the derivative liability and the fair value of the warrant liability. The discount will be amortized to interest expense over the term of the December 2024 Convertible Note using the effective interest rate method. As of December 31, 2024, the unamortized debt discount related to the December 2024 Convertible Note was $8.5 million.

In connection with the issuance of the December 2024 Convertible Note, the Company incurred debt issuance costs of $0.2 million which were recorded as a contra-liability and will be amortized to interest expense over the term of the December 2024 Convertible Note using the effective interest rate method.

During the year ended December 31, 2024, the effective interest rate on the December 2024 Convertible Note was 126%. During the year ended December 31, 2024, interest expense recognized related to the December 2024 Convertible Note was $18 thousand, which includes $16 thousand attributable to PIK interest and $2 thousand attributable to amortization of the issuance costs and debt discount.

The December 2024 Convertible Note is measured at amortized cost and has a net carrying value of $9.1 million as of December 31, 2025.

In January and February 2025, pursuant to the 2024 Note Purchase Agreement, the Company issued a total of $10.0 million in convertible promissory notes across two $5.0 million notes (the "Additional 2024 Convertible Notes"), inclusive of paid-in-kind interest, to the same investor on substantially the same terms and conditions as the December 2024 Convertible Note.

The Additional 2024 Convertible Notes is measured at amortized cost and has a net carrying value of $9.0 million as of December 31, 2025.

In April 2025, in connection with the A&R Note Purchase Agreement, the Company amended and restated each of the December 2024 Convertible Note and the Additional 2024 Convertible Notes and issued an additional $15.3 million in 2025 Convertible Notes, inclusive of paid-in-kind interest, to the same investor.

In August and September 2025, the Company issued an additional $70 thousand of 2025 Convertible Notes, inclusive of paid-in-kind interest, under the A&R Note Purchase Agreement.

The 2025 Convertible Notes bear interest at 15.0% per annum, compounding quarterly, with interest PIK. Interest begins accruing on the original issue date of the applicable 2025 Convertible Note and continues until the earlier of the note's maturity or any event that triggers conversion or repayment prior to maturity. Amounts outstanding under the 2025 Convertible Notes will mature on December 27, 2026, with respect to 2025 Convertible Notes originally issued under the 2024 Note Purchase Agreement, or on April 29, 2027, with respect to 2025 Convertible Notes originally issued on or after the effective date of the A&R Note Purchase Agreement.

As of December 31, 2025, the Company had issued $35.3 million of convertible promissory notes toward the maximum aggregate amount of $65.0 million. The Company believes it was in compliance with all financial covenants under the A&R Note Purchase Agreement and the 2025 Convertible Notes as of that date.

The 2025 Convertible Notes are measured at amortized cost and have a net carrying value of $12.9 million as of December 31, 2025.

During the year ended December 31, 2025, the Company executed a debt restructuring related to the 2024 Note Purchase Agreement and 2024 Credit Agreement. As a result of the debt restructuring, the Company recognized a loss on extinguishment of debt related to the 2024 Note Purchase Agreement of $11.8 million, inclusive of debt issuance costs write offs of $0.2 million and net write offs of debt discounts of $10.7 million.

2023 Loan and Security Agreement

On August 4, 2023, the Company entered into a three-year term credit agreement for a revolving line of credit equal to the lesser of (i) $40.0 million or (ii) the borrowing base as determined by the bank from time to time in accordance with the credit agreement (the "2023 Loan and Security Agreement"), with a maturity date of August 4, 2026.

On February 27, 2024, the Company paid off the outstanding $38.0 million of the note payable. During the year ended December 31, 2024, interest expense recognized related to the 2023 Loan and Security Agreement was $1.4 million.

Deferred Financing Costs

Debt Issuance Costs

The Company paid approximately $1.5 million of debt issuance costs for the year ended December 31, 2025, of which approximately $1.1 million was related to the 2025 Credit Agreement and $0.4 million was related to the December 2024 Convertible Notes and 2025 Convertible Notes. The Company paid approximately $5.5 million of debt issuance costs for the year ended December 31, 2024, of which approximately $5.3 million was related to the 2024 Credit Agreement, and $0.2 million was related to the December 2024 Convertible Note. The debt issuance costs were recorded as a contra-liability and netted against the notes payable balance in the consolidated balance sheets. Debt issuance costs related to the 2025 Credit Agreement were recorded equally as a contra-liability and as deferred financing within other assets in the consolidated balance sheets. These costs are amortized over the terms of the respective agreements. Amortization of debt issuance costs for the years ended December 31, 2025 and 2024, was $0.7 million and $0.4 million, respectively.

As a result of the Company fully paying down the 2024 Credit Agreement, the Company recognized a loss on extinguishment of debt during the year ended December 31, 2025 that included $4.2 million of write offs of debt issuance costs.

As a result of the amended and restated December 2024 Convertible Note and Additional 2024 Convertible Notes, and issuance of 2025 Convertible Notes, the Company recognized a loss on extinguishment of debt during the year ended December 31, 2025 that included write offs of debt issuance costs of $0.2 million.

Debt Discount

The Company recorded a debt discount of approximately $14.7 million during the year ended December 31, 2025, of which approximately $0.5 million was related to the 2025 Credit Agreement, 11.6 million was related to the December 2024 Convertible Notes and 2025 Convertible Notes, and $2.6 million was related to the 2024 Credit Agreement. The Company recorded a debt discount of approximately $13.6 million during the year ended December 31, 2024, of which approximately $5.1 million was related to the 2024 Credit Agreement, and $8.5 million was related to the December 2024 Convertible Note. Of the $5.1 million debt discount related to the 2024 Credit Agreement, approximately $1.9 million was attributable to a discount paid to the lender, and approximately $3.2 million was attributable to the fair value of the warrants issued. Of the $8.5 million debt discount related to the December 2024 Convertible Note, approximately $7.0 million was attributable to the fair value of the warrant liability, and approximately $1.5 million was attributable to the fair value of the derivative liability. The debt discount was recorded as a contra-liability and netted against the notes payable balance in the consolidated balance sheets, and amortized over the terms of the respective agreements. Debt discount amortization for the years ended December 31, 2025 and 2024, was $4.2 million and $0.4 million, respectively.

As a result of the Company fully paying down the 2024 Credit Agreement, the Company recognized a loss on extinguishment of debt during the year ended December 31, 2025 that included write offs of debt discounts of $6.4 million.

As a result of the amended and restated December 2024 Convertible Note and Additional 2024 Convertible Notes, and issuance of 2025 Convertible Notes, the Company recognized a loss on extinguishment of debt during the year ended December 31, 2025 that included net write offs of debt discounts of $10.7 million.

Loan Commitment Asset

The Company paid $0.8 million to a lender in relation to the delayed draw term loan portion of the 2024 Credit Agreement during the year ended December 31, 2024. These costs were recorded as a loan commitment asset and included in other assets in the consolidated balance sheets, and amortized straight-line over the term of access to the lines of credit. Amortization of the loan commitment asset for the year ended December 31, 2025 and December 31, 2024, was $0.4 million and $0.9 million, which included $0.5 million of expense related to the 2023 Loan and Security Agreement as it was paid off during 2024. These costs are included in interest expense in the consolidated statements of operations.

12. MEZZANINE EQUITY

Series A Preferred Units

On July 1, 2018, the principal and accrued unpaid interest of a $10.0 million convertible promissory note issued to an investor was converted into 25,162 Series A-2 Preferred Units, with a stated value of $480 per

unit and a liquidation preference of $12.6 million. In addition, on July 1, 2018, the Company issued 19,167 Series A-1 Preferred Units with a stated value of $600 per unit and a liquidation preference of $12.0 million. Except for the difference in original stated value and resulting liquidation preference, the Series A-1 and Series A-2 Preferred Units have identical voting, dividend, and redemption rights.

As of December 31, 2025 and 2024, the Company had issued and outstanding 163,975 Series A Preferred Units, consisting of 19,167 Series A-1 Preferred Units and 144,808 Series A-2 Preferred Units, reflective of the retroactive adjustment for the stock split effective April 29, 2025. The Series A Preferred Units were originally issued on July 1, 2018 (the "Original Issue Date").

The following table summarizes the Company's Series A Preferred Units authorized, issued, and outstanding as of December 31, 2025 and 2024:

Series	Units Authorized	Units Issued and Outstanding	Issuance Price per Unit	Redemption Value (in thousands) (1)
December 31, 2024				
Series A-1	19,167	19,167	600.00	$ 18,965
Series A-2	144,808	144,808	83.41	19,918
Total	163,975	163,975		$ 38,883
December 31, 2025				
Series A-1	19,167	19,167	600.00	$ 20,483
Series A-2	144,808	144,808	83.41	21,511
Total	163,975	163,975		$ 41,994

(1) The Series A Preferred Units are classified as mezzanine equity because they are redeemable at the option of the holders. Non-cash preferred dividends are recorded to increase the carrying value of the preferred units to their redemption amount at each reporting date.

During 2025, in connection with issuing a new $15.3 million convertible note, the Company canceled a lender's existing warrants in exchange for an increased percentage interest in the Company's residual distributions. This exchange was executed through a modification of the lender's existing Series A-2 Preferred Units, which maintained their original senior liquidation preference. As a result of this modification, the Company allocated an additional $4.7 million in investment value to the Series A-2 Preferred Units to reflect these enhanced residual distribution rights.

Classification and Measurement

The Series A Preferred Units contain redemption features that are not solely within the control of the Company. Specifically, the holders of a majority of the Series A Preferred Units (the "Preferred Member Majority") may demand redemption of the units at any time on or after the fifth anniversary of the Original Issue Date. Accordingly, these units are classified as mezzanine equity in the consolidated balance sheets.

Since the Series A Preferred Units became redeemable as of July 1, 2023, the Company records the units at their maximum redemption value at each reporting date. Changes in the redemption value are recognized immediately as they occur and are recorded as preferred dividends against common units.

For the years ended December 31, 2025 and 2024, the Company recorded preferred dividends of $3.1 million and $2.9 million to adjust the carrying value of the Series A Preferred Units to their full redemption value.

Dividends and Distributions

The holders of Series A Preferred Units are entitled to receive cumulative priority distributions ahead of common units equal to their "Liquidation Preference" (1.0x the applicable preferred issue price). Following this priority payment and specific distributions to certain common unit holders, Series A holders participate pari passu with other classes until they have received aggregate distributions equal to two times (2.0x) their issue price. Thereafter, subject to catch-up provisions for holders of Restricted Compensatory Units, Series A Preferred Unit holders participate ratably in any remaining distributions in accordance with their respective percentage interests.

Conversion Rights

- Automatic Conversion: Each Series A Preferred Unit shall automatically be converted into common units immediately upon the closing of a Qualified Public Offering (IPO).
- Conversion Ratio: The number of common units to be issued upon conversion is determined by a "Conversion Number," which is calculated as the quotient of (i) the amount the Series A Preferred Unit would receive if the Company's fair market value were distributed in full to members, divided by (ii) the amount a common unit would receive in the same theoretical distribution.
- Anti-Dilution Protection: The Series A Preferred Units benefit from anti-dilution provisions that adjust the applicable preferred issue price and number of units to protect the value of the conversion right in the event of dilutive issuances.

Redemption Rights:

- Redemption Event: Upon the occurrence of a "Redemption Event," the Preferred Member Majority may demand that the Company redeem all outstanding Series A Preferred Units. A Redemption Event is defined as (i) a company sale, (ii) the closing of an IPO, or (iii) the fifth anniversary of the Original Issue Date.
- Redemption Price: The redemption price per unit is equal to the "Redemption Value," defined as the amount necessary to result in the holder receiving an 8% Internal Rate of Return on the applicable Issue Price.
- Events of Default: If the Company fails to redeem the Series A Preferred Units upon a valid demand following a Redemption Event, the annual return rate used to calculate the Redemption Value shall increase from 8.0% to 12.0% until the redemption price is paid in full.
- Current Status: As of December 31, 2025, the fifth anniversary of the Original Issue Date has passed. Consequently, the Series A Preferred Units are currently redeemable at the option of the holders.

13. EQUITY

As of December 31, 2025 and 2024, the Company had common units, which include Restricted Compensatory Units. Each such class of units may be subdivided into one or more series as determined by the Board of Directors from time to time. As of December 31, 2025, the common units constitute a single class of units, undifferentiated by series.

Common Units

During 2025 and 2024, the Company did not issue any new voting common units.

Warrant Units

Pursuant to the terms of the 2023 Loan and Security Agreement (see Note 11 — Debt), the Company issued a warrant to a bank to purchase 431 duly authorized and validly issued common units at an exercise price per unit of $0.01. The warrant is subject to certain adjustments and may be exercised at any time until August 4, 2033. The estimated fair value of the warrant of $0.6 million was determined using the Black-Scholes option-pricing model. For this purpose, the Company assumed a risk-free interest rate of 4.78%, a probability weighted time to exit of two years, and 80.0% volatility. The Company recorded the estimated fair value of the warrant as equity and other assets and will amortize the expense over the term of access to the line of credit.

Pursuant to the terms of the 2024 Credit Agreement (see Note 11 — Debt), the Company issued a warrant to an investor to purchase 6,290 duly authorized and validly issued common units at an exercise price per unit of $0.01. The warrant is subject to certain adjustments and may be exercised at any time until February 27, 2034. The estimated fair value of the warrant of $3.2 million was recorded as equity and a debt discount contra-liability, and the debt discount will be amortized over the term of the agreement.

Pursuant to the terms of the 2025 Credit Agreement (see Note 11 — Debt), the Company issued a warrant to an investor to purchase 2,525 duly authorized and validly issued common units at an exercise price per unit of $0.01. The warrant is subject to certain adjustments and may be exercised at any time until December 22, 2035. The estimated fair value of the warrant of $1.0 million was recorded as warrant equity.

Warrant expense for the year ended December 31, 2025, was $0.6 million. Warrant expense for the year ended December 31, 2024, was $1.2 million, which included $0.5 million of expense related to the 2023 Loan and Security Agreement as it was paid off during 2024.

14. STOCK-BASED COMPENSATION

Restricted Compensatory Units

Restricted Compensatory Units are treated as separate profits interests within the meaning as defined in the LLC Agreement, and it is the intention of the members that distributions in respect of Restricted Compensatory Units be limited to the extent necessary so that such Restricted Compensatory Units qualify as profits interests. Restricted Compensatory Units may be designated as voting units or nonvoting units, as approved by the Board of Directors.

Compensation cost is measured at grant-date fair value and recognized as compensation expense using the straight-line method over the applicable requisite period. The awards may include performance conditions (e.g. company sale, distribution achievement, or IPO) that provide for accelerated vesting. Expense related to such conditions is recognized only when the event is considered probable.

The Company has a right to repurchase vested units, but no obligation. The repurchase price is generally at fair market value, which allows the holder to bear the risks and rewards of ownership up to the repurchase date. The Restricted Compensatory Units are not mandatorily redeemable. Compensation expense recorded for the Restricted Compensatory Units for the years ended December 31, 2025 and 2024, was $4.6 million

and $2.7 million, respectively. The following table summarizes information related to nonvoting Restricted Compensatory Units currently held by employees and directors for the period presented:

Period	Number of Restricted Compensatory Units	Weighted Average Grant Date Fair Value
Unvested, January 1, 2024	10,610	$ 354.76
Granted	33,803	646.38
Vested	(2,270)	421.24
Forfeited	(9,898)	500.37
Unvested, December 31, 2024	32,245	$ 611.09
Granted	68,996	95.22
Vested	(14,576)	371.63
Forfeited	(3,797)	624.37
Unvested, December 31, 2025	82,868	$ 223.09

The Restricted Compensatory Units issued to employees were valued at approximately $6.6 million and $21.8 million for the years ended December 31, 2025 and 2024, respectively. The Restricted Compensatory Units vest generally over time in accordance with the terms of the applicable grant agreements. Time-based awards are classified as equity awards and compensation expense included in the consolidated statements of operations is recognized ratably as over the requisite service period.

During the years ended December 31, 2025 and 2024, the Company granted 62,817 and 4,059 Restricted Compensatory Units, respectively, to its Chief Executive Officer and other executive officers. These awards vest over the applicable requisite service period as defined in the individual grant notices (ranging from three to six years) and are subject to the same service and performance conditions as other Restricted Compensatory Units. No compensation cost has been recognized for the accelerated vesting as the performance condition is not considered probable as of December 31, 2025 and 2024.

The Company utilized the Black-Scholes option-pricing model to estimate the grant-date fair value of the Restricted Compensatory Units. Assumptions utilized in the valuation of the Restricted Compensatory Units granted in 2025 and 2024 were as follows:

	2025	2024
Expected term (years)	1.83-3.00	3.00
Volatility	90.00-105.00%	90.00%
Dividend yield	0.00%	0.00%
Risk free interest rate	3.49-3.90%	4.36%

15. EARNINGS PER UNIT

The following table summarizes the basic and diluted earnings per common unit calculations:

	For the Year Ended December 31, 2025	2024
Basic:		
Net loss	$ (59,030)	$ (56,926)
Less: Deemed dividend related to Series A preferred units	(3,110)	(2,880)
Less: Settlement of Warrants	(4,697)	—
Less: Undistributed earnings allocable to Series A preferred units	—	—
Net loss available to common unitholders—Basic	(66,837)	(59,806)
Weighted average number of common units outstanding—Basic	216,002	216,002
Basic net loss per common unit	$ (309.43)	$ (276.88)
Diluted:		
Net loss available to common unitholders—Basic	$ (66,837)	$ (59,806)
Reallocation of undistributed earnings allocable to Series A preferred units	—	—
Net loss available to common unitholders—Diluted	(66,837)	(59,806)
Weighted average number of common units outstanding—Basic	216,002	216,002
Add: Potentially dilutive securities		
Series A preferred units	Anti-dilutive	Anti-dilutive
Warrants	Anti-dilutive	Anti-dilutive
Compensatory units (Vested and Nonvested)	Anti-dilutive	Anti-dilutive
Convertible notes	Anti-dilutive	Anti-dilutive
Weighted average number of common units outstanding—Diluted	216,002	216,002
Diluted net loss per common unit	$ (309.43)	$ (276.88)

16. INCOME TAXES

The Company's income tax expense consisted of the following components:

	Year Ended December 31, 2025	2024
Current		
Federal	$ —	$ —
State	420	158
	420	158
Deferred		
Federal	—	—
State	—	—
	—	—
Total income tax expense	$ 420	$ 158

A reconciliation of the provision for income taxes at the statutory federal tax rate to the Company's actual income tax expense is as follows:

	Year Ended December 31,	
	2025	2024
Tax computed at the federal statutory rate	$(12,396)	$(11,921)
Federal non-taxable income	12,396	11,921
State taxes	420	158
Total income tax expense	$ 420	$ 158
Effective tax rate	(0.71%)	(0.28%)

Deferred income taxes are provided to reflect future tax consequence of temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. In assessing the realizability of the deferred tax assets, the Company considers whether it is more likely than not that some or all of the deferred tax assets will not be realized. The ultimate realization of the deferred tax assets is dependent upon the generation of future income in periods in which deferred tax assets can be used. The Company does not have any federal or state net operating losses. Currently there are no deferred taxes recorded on the Company's consolidated balance sheets.

The Company did not have any unrecognized tax benefits recorded as of December 31, 2025 and 2024.

The Company only has tax jurisdictions in the United States (Federal and state presence). The Company's tax years 2023 to present remain open for Federal examination. Tax years 2022 to present remain open for examination for state purposes.

One Big Beautiful Bill Act

On July 4, 2025, the One Big Beautiful Bill Act (the "Bill") was enacted in the U.S. The Bill includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions.

The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. These include changes in bonus depreciation on fixed assets and changes to the deductibility of section 174 (research and development) expenses. Currently there is no significant impact on the Company's consolidated financial statements.

17. COMMITMENTS AND CONTINGENCIES

Litigation

From time to time, the Company is subject to various litigation and other claims in the normal course of business. The Company establishes liabilities in connection with legal actions that management deems to be probable and estimable. No amounts have been accrued in the consolidated financial statements with respect to any matters as of December 31, 2025 and 2024.

Purchase Commitments

As of December 31, 2024, the Company had a certain take-or-pay agreement for the purchase of natural gas generators from a single vendor. Total expenditures related to natural gas generator purchases from this supplier amounted to $0.3 million in 2025 and $32.5 million in 2024. The expenditures in 2024 to this supplier include a full satisfaction of the 2025 purchase commitments, based on the starting dates for each contract year. As the contract was set to expire in 2025, there are no future commitments under this purchase agreement.

18. RELATED-PARTY TRANSACTIONS

On December 27, 2024, the Company entered into the 2024 Note Purchase Agreement (see Note 11 — Debt — 2024 Note Purchase Agreement) with the investor holding Series A Preferred Units (see Note 12 — Mezzanine Equity). On this same date in connection with this agreement, the Company issued the $10.0 million December 2024 Convertible Note to the investor. Under the terms of the agreement, upon issuance of the December 2024 Convertible Note, the Company issued a warrant to the investor which can be exercised in whole or in part for up to an aggregate of 6,680 common units with an exercise price of $0.01 per unit.

19. SUBSEQUENT EVENTS

The Company has evaluated the period after the balance sheet date through April 1, 2026, the date the consolidated financial statements were available to be issued, noting no material subsequent events.

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27,906,977 Shares



Class A Common Stock

PRELIMINARY PROSPECTUS

Joint Lead Book-Running Managers

Morgan Stanley *J.P. Morgan*

Joint Book-Running Managers

Barclays *BofA Securities*

Bookrunners

Evercore ISI *Guggenheim Securities* *Wolfe | Nomura Alliance* *BNP PARIBAS*

, 2026

Through and including , 2026 (the 25th day after the date of this prospectus), all dealers effecting transactions in our Class A common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table shows the costs and expenses, other than underwriting discounts and commissions, payable in connection with the sale and distribution of the securities being registered. All amounts except the SEC registration fee, the FINRA fee and the stock exchange listing fee are estimated.

SEC Registration Fee	$ 101,938
FINRA Filing Fee	111,221
NYSE Listing Fee	325,000
Printing Costs	500,000
Legal Fees and Expenses	4,500,000
Accounting Fees and Expenses	2,575,000
Transfer Agent Fees and Expenses	5,000
Miscellaneous Expenses	381,841
Total	$ 8,500,000

Item 14. Indemnification of Directors and Officers.

Our certificate of incorporation will provide that, to the fullest extent permitted by the DGCL, no director shall be personally liable to our company or its stockholders for monetary damages for breach of fiduciary duty as a director. In addition, if the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided for in our certificate of incorporation, will be limited to the fullest extent permitted by the amended DGCL. Our bylaws will provide that each person who was or is party or is threatened to be made a party to, or was or is otherwise involved in, any threatened, pending or completed proceeding by reason of the fact that he or she is or was a director or officer of our company or was serving at the request of our company as a director, officer, employee, agent or trustee of another entity shall be indemnified and held harmless by us to the full extent authorized by the DGCL against all expense, liability and loss actually and reasonably incurred in connection therewith, subject to certain limitations.

Section 145(a) of the DGCL authorizes a corporation to indemnify any person who was or is a party, or is threatened to be made a party, to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the DGCL provides in relevant part that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with

the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

The DGCL also provides that indemnification under Sections 145(a) and (b) can only be made upon a determination that indemnification of the present or former director, officer or employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 145(a) and (b). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of directors who are not a party to the action at issue (even though less than a quorum), (2) by a majority vote of a designated committee of these directors (even though less than a quorum), (3) if there are no such directors, or these directors authorize, by the written opinion of independent legal counsel, or (4) by the stockholders.

Section 145(g) of the DGCL also empowers a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145 of the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director or officer of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for unlawful payments of dividends or unlawful stock purchases or redemptions in the case of a director, for any transaction from which the director or officer derived an improper personal benefit, or in any action by or in the right of the corporation in the case of an officer.

We will enter into written indemnification agreements with each of our executive officers and directors that provide, in general, that we will indemnify them to the fullest extent permitted by law in connection with their service to us or on our behalf.

The proposed form of Underwriting Agreement to be filed as Exhibit 1.1 to this Registration Statement will provide for indemnification of our directors and officers by the underwriters against certain liabilities.

Item 15. Recent Sales of Unregistered Securities.

Except as set forth below, in the three years preceding the filing of this registration statement, we have not issued any securities that were not registered under the Securities Act.

On December 27, 2024, we entered into a note purchase agreement with an affiliate investor, pursuant to which we agreed to issue and sell a minimum aggregate principal amount of $20.0 million and a maximum aggregate principal amount of $50.0 million of convertible promissory notes. On December 27, 2024, we issued a $10.0 million convertible promissory note to the investor, and in January and February 2025, we issued a total of $10.0 million additional convertible promissory notes to the investor.

In April 2025, we amended and restated the note purchase agreement and each of the previously-issued convertible notes and in August and September 2025, we issued an additional $70,000 of convertible notes. On

May 13, 2026, portions of the convertible notes were converted into common units of ER Holdings and the remaining convertible notes were redeemed in cash. As a result, the convertible notes are no longer outstanding as of the date of this prospectus.

The convertible notes were issued in reliance on the exemption contained in Section 4(a)(2) of the Securities Act on the basis that the transaction did not involve a public offering. No underwriters were involved in the transaction.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit No.	Description of Exhibit
1.1*	Form of Underwriting Agreement.
3.1*	Form of Amended and Restated Certificate of Incorporation.
3.2*	Form of Amended and Restated Bylaws.
4.1*	Form of Class A Common Stock Certificate.
4.2*	Form of Registration Rights Agreement.
5.1*	Opinion of Gibson, Dunn & Crutcher LLP.
10.1*	Form of Indemnification Agreement.
10.2†*	Form of ERock, Inc. 2026 Equity Incentive Plan.
10.3†*	Non-Employee Director Compensation Policy.
10.4†*	Form of ERock, Inc. Executive Severance Plan.
10.5*	Form of Sixth Amended and Restated Limited Liability Company Agreement of Enchanted Rock Holdings, LLC.
10.6*	Form of Tax Receivable Agreement.
10.7#*	Office/Warehouse Lease Agreement, dated June 1, 2018, by and between Vine Street Studios, LLC and Enchanted Rock Management, LLC.
10.8#*	First Amendment to Office/Warehouse Lease Agreement, dated November 1, 2018, by and between Vine Street Studios, LLC and Enchanted Rock Management, LLC.
10.9#*	Second Amendment to Office/Warehouse Lease Agreement, dated October 1, 2019, by and between Vine Street Studios, LLC and Enchanted Rock Management, LLC.
10.10#*	Third Amendment to Office/Warehouse Lease Agreement, dated November 1, 2019, by and between Vine Street Studios, LLC and Enchanted Rock Management, LLC.
10.11#*	Fourth Amendment to Office/Warehouse Lease Agreement, dated May 1, 2020, by and between Vine Street Studios, LLC and Enchanted Rock Management, LLC.
10.12#*	Fifth Amendment to Office/Warehouse Lease Agreement, dated August 1, 2020, by and between Vine Street Studios, LLC and Enchanted Rock Management, LLC.
10.13#*	Sixth Amendment to Office/Warehouse Lease Agreement, dated November 1, 2020, by and between Vine Street Studios, LLC and Enchanted Rock Management, LLC.
10.14#*	Lease Agreement, dated June 2, 2023, by and between Duke Realty Limited Partnership and Enchanted Rock , LLC.
10.15#*	First Amendment to Lease Agreement, dated October 24, 2023, by and between Duke Realty Limited Partnership and Enchanted Rock, LLC.
10.16#*	Lease Agreement, dated December 8, 2026, by and between Prologis, L.P. and Enchanted Rock, LLC.
10.17*	Observer Agreement, dated April 23, 2026, by and between ERock, Inc. and Thomas McAndrew.

Exhibit No.	Description of Exhibit
10.18	Credit Agreement dated as of June 4, 2026, among Enchanted Rock Holdings, LLC, as Borrower, the Co-Borrowers party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent.
21.1*	List of subsidiaries of ERock, Inc.
23.1	Consent of Deloitte & Touche LLP, independent registered public accounting firm to ERock, Inc.
23.2	Consent of Deloitte & Touche LLP, independent registered public accounting firm to Enchanted Rock Holdings, LLC.
23.3*	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1).
24.1*	Power of Attorney.
99.1*	Consent of Charles Boynton to be named as a director nominee.
99.2*	Consent of Dan Brouillette to be named as a director nominee.
99.3*	Consent of Hans Kobler to be named as a director nominee.
99.4*	Consent of Mark Petterson to be named as a director nominee.
99.5*	Consent of Sameer Reddy to be named as a director nominee.
99.6*	Consent of Tony Satterthwaite to be named as a director nominee.
99.7*	Consent of Lindsay Luger to be named as a director nominee.
107*	Filing Fee Table.

* Previously filed.
† Management contract or compensatory plan or arrangement.
# Portions of the exhibit have been omitted for confidentiality purposes.

(b) Financial Statement Schedules

Financial statement schedules have been omitted because the information is not applicable or included in our consolidated financial statements included in the prospectus that forms a part of this Registration Statement.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 3 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Houston, Texas, on June 5, 2026.

ERock, Inc.

By: /s/ John Carrington
Name: John Carrington
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 3 has been signed by the following persons in the capacities indicated on the 5th day of June, 2026.

Signature	Title
/s/ John Carrington John Carrington	Director and Chief Executive Officer (principal executive officer)
* Ian Blakely	Chief Financial Officer (principal financial and accounting officer)

*By: /s/ John Carrington
John Carrington
Attorney-in-fact

Exhibit 10.18

Execution Version

J.P.Morgan

CREDIT AGREEMENT

dated as of

June 4, 2026

among

Enchanted Rock Holdings, LLC., as Borrower

Enchanted Rock Management, LLC, Enchanted Rock, LLC, Enchanted Rock 3, LLC, Electranet REP I, LLC, Electranet QSE I, LLC, ERock On-Site, LLC and Electranet Power, LLC,
as Co-Borrowers

The Lenders Party Hereto

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
MORGAN STANLEY SENIOR FUNDING, INC.,

and

BARCLAYS BANK PLC,

as Joint Lead Arrangers and Joint Bookrunners

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Exhibit E-1	U.S. Tax Certificate (For Foreign Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)
Exhibit E-2	U.S. Tax Certificate (For Foreign Participants that are not Partnerships for U.S. Federal Income Tax Purposes)
Exhibit E-3	U.S. Tax Certificate (For Foreign Participants that are Partnerships for U.S. Federal Income Tax Purposes)
Exhibit E-4	U.S. Tax Certificate (For Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)
Exhibit F	Collateral Access Agreement

CREDIT AGREEMENT dated as of June 4, 2026 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), among ENCHANTED ROCK HOLDINGS, LLC (the "Company"), ENCHANTED ROCK MANAGEMENT, LLC, ENCHANTED ROCK, LLC, ENCHANTED ROCK 3, LLC, ELECTRANET REP I, LLC, ELECTRANET QSE I, LLC, EROCK ON-SITE, LLC AND ELECTRANET POWER, LLC, as Co-Borrowers party hereto (together with the Company, collectively, the "Borrowers"), the other Loan Parties party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent and an Issuing Bank and the other Lenders and Issuing Banks party hereto. The parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to (a) a rate of interest, refers to the Alternate Base Rate, and (b) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

"Account" has the meaning assigned to such term in the Security Agreement.

"Account Debtor" means any Person obligated on an Account.

"Acquired Accounts" has the meaning assigned to such term in the definition of "Eligible Accounts".

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the Effective Date, by which any Loan Party or any of their Subsidiaries (a) acquires any going business or all or substantially all of the assets (or any division or business line) of any Person, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the Equity Interests of a Person which has ordinary voting power for the election of directors or other similar management personnel of a Person (other than Equity Interests having such power only by reason of the happening of a contingency) or a majority of the outstanding Equity Interests of a Person.

"Administrative Agent" means JPMorgan Chase Bank, N.A. (or any of its designated branch offices or affiliates), in its capacity as administrative agent for the Lenders hereunder, or any successor agent appointed pursuant to Section 8.05.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person.

"Agent-Related Person" has the meaning assigned to it in Section 9.03(d).

"Aggregate Credit Exposure" means, at any time, the aggregate Credit Exposure of all the Lenders at such time.

"Aggregate Revolving Commitment" means, at any time, the aggregate of the Revolving Commitments of all of the Lenders, as increased or reduced from time to time pursuant to the terms and conditions hereof. As of the Effective Date, the Aggregate Revolving Commitment is $250,000,000.

"Aggregate Revolving Exposure" means, at any time, the aggregate Revolving Exposure of all the Lenders at such time.

"Agreement" has the meaning specified in introductory paragraph hereof.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day *plus* ½ of 1.00% and (c) the Term SOFR Rate for a one month Interest Period as published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) *plus* 1.00%; provided that, for the purpose of this definition, the Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.14(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

"Ancillary Document" has the meaning assigned to such term in Section 9.06(b).

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to any Borrower, the Guarantors or any of their respective Subsidiaries or Affiliates from time to time concerning or relating to bribery or corruption.

"Applicable Parties" has the meaning assigned to such term in Section 8.03(c).

"Applicable Percentage" means, with respect to any Lender, (a) with respect to Revolving Loans, LC Exposure, or Swingline Loans, a percentage equal to a fraction the numerator of which is such Lender's Revolving Commitment and the denominator of which is the Aggregate Revolving Commitment (provided that, if the Revolving Commitments have terminated or expired, the Applicable Percentage shall be a percentage equal to a fraction the numerator of which is such Lender's Revolving Exposure and the denominator of which is the Aggregate Revolving Exposure at that time) and (b) with respect to Protective Advances or with respect to the Aggregate Credit Exposure, a percentage based upon its share of the Aggregate Credit Exposure and the Unfunded Commitments; provided that, in accordance with Section 2.20, so long as any Lender shall be a Defaulting Lender, such Defaulting Lender's Commitment shall be disregarded in the calculations under clauses (a) and (b) above.

"Applicable Rate" means a margin with respect to Revolving Loans (including Swingline Loans) equal to (a) 2.00% with respect to Revolving Loans bearing interest at the Term SOFR Rate and (b) 1.00% with respect to Revolving Loans bearing interest at the Alternate Base Rate.

"Approved Electronic Platform" has the meaning assigned to such term in Section 8.03(a).

"Approved Fund" has the meaning assigned to such term in Section 9.04.

"Arranger Parties" has the meaning assigned to such term in Section 9.18.

"Arrangers" means, collectively, each of the Persons listed on the cover page of this Agreement as joint lead arrangers and joint bookrunners, acting in such capacities.

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

"Availability" means, at any time, the lesser of (a) the Aggregate Revolving Commitment and (b) the Borrowing Base then in effect.

"Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments (and, if such day is not a Business Day, then on the immediately preceding Business Day).

"Available Revolving Commitment" means, at any time, the Aggregate Revolving Commitment *minus* the Aggregate Revolving Exposure (calculated, with respect to any Defaulting Lender, as if such Defaulting Lender had funded its Applicable Percentage of all outstanding Borrowings).

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (e) of Section 2.14.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Banking Services" means each and any of the following bank services provided to any Loan Party by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards, (c) merchant processing services, and (d) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, any direct debit scheme or arrangement, overdrafts, cash pooling services, and interstate depository network services).

"Banking Services Obligations" means any and all obligations of the Loan Parties, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

"Banking Services Reserves" means all Reserves which the Administrative Agent from time to time establishes in its Permitted Discretion for Banking Services then provided or outstanding.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"Bankruptcy Event" means, with respect to any Person, when such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business, appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the U.S. or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benchmark" means, initially, with respect to any (i) RFR Loan, the Daily Simple SOFR or (ii) Term Benchmark Loan, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Daily Simple SOFR or Term SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.14.

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the Daily Simple SOFR;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower Representative as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower Representative for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides, in consultation with the Borrower Representative, may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides, in consultation with the Borrower Representative, is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Borrowed Money" when used in respect to Indebtedness means Indebtedness of the types described in clauses (a) and (b) of the definition of Indebtedness.

"Borrower Representative" has the meaning assigned to such term in Section 11.01.

"Borrowers" means, individually or collectively, the Company, Enchanted Rock Management, LLC, Enchanted Rock, LLC, Enchanted Rock 3, LLC, Electranet REP I, LLC, Electranet QSE I, LLC, ERock On-Site, LLC, Electranet Power, LLC and other additional co-borrowers as may be designated from time to time.

"Borrowing" means (a) a Revolving Borrowing, (b) a Swingline Loan, and (c) a Protective Advance.

"Borrowing Base" means, at any time, the sum of (a) the Borrowing Base Account Component at such time, plus (b) the Borrowing Base Inventory Component at such time plus (c) 100% of Eligible Cash less (d) Reserves, as established by the Administrative Agent in its Permitted Discretion.

"Borrowing Base Account Component" means 85% of the sum of (a) the Loan Parties' Eligible Accounts (not including Eligible Milestone Accounts) and (b) Eligible Accounts constituting Eligible Milestone Accounts net of customer deposits from the relevant Account Debtor.

"Borrowing Base Certificate" means a certificate, signed and certified as accurate and complete by a Financial Officer, in substantially the form of Exhibit B or another form which is acceptable to the Administrative Agent in its reasonable discretion.

"Borrowing Base Inventory Component" means the sum of (a) the lesser of (i) 75% of the Eligible Inventory, at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (ii) 85% of the Net Orderly Liquidation Value percentage identified in the most recent inventory appraisal ordered by the Administrative Agent, *multiplied by* the Eligible Inventory at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (b) the lesser of (i) 75% of the Eligible Bill-and-Hold Generator Equipment, at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (ii) 85% of the Net Orderly Liquidation Value percentage identified in the most recent inventory appraisal ordered by the Administrative Agent, *multiplied by* the Eligible Bill-and-Hold Generator Equipment at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis; provided, that, all calculations in this clause (b), including Net Orderly Liquidation Value, cost and market value shall be made as if such Eligible Bill-and-Hold Generator Equipment constituted Eligible Inventory.

"Borrowing Request" means a request by the Borrower Representative for a Borrowing in accordance with Section 2.03.

"Business Day" means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be (a) in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings of such RFR Loan and (b) in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

"Capital Expenditures" means, without duplication, any expenditure or commitment to expend money for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases or financing leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Dominion Trigger Period" means a period (a) commencing at any time (i) Excess Availability is less than the greater of (a) $18,750,000 and (b) 12.5% of Availability or (ii) an Event of Default has occurred and is continuing and (b) continuing until (i) Excess Availability shall have been equal to or in excess of the greater of (a) $18,750,000 and (b) 12.5% of Availability for thirty (30) consecutive days and (ii) no Default is continuing.

"Cash Interest Expense" means, for any period, an amount equal to the Interest Expense of the Loan Parties paid in cash during such period, calculated on a consolidated basis.

"CFC" has the meaning assigned to such term in the definition of Excluded Foreign Subsidiary.

"CFC Debt" has the meaning assigned to such term in the definition of Domestic Holding Company.

"Change of Control" means the occurrence of any of the following events or series of events:

(a) Parent shall cease to be the sole managing member of the Company; or

(b) any Person (excluding any Qualifying Owner or any group of Qualifying Owners acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act, and excluding a corporation or other entity owned, directly or indirectly, by the stockholders of Parent in substantially the same proportions as their ownership of stock of Parent) is or becomes the beneficial owner, directly or indirectly, of securities of Parent representing 50% or more of the combined voting power of Parent's then-outstanding voting securities; or

(c) there is consummated a merger or consolidation of Parent with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, the voting securities of Parent immediately prior to such merger or consolidation do not continue to represent or are not converted into 50% or more of the combined voting power of the then-outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(d) the stockholders of Parent approve a plan of complete liquidation or dissolution of Parent or there is consummated an agreement or series of related agreements for the sale or other disposition, directly or indirectly, by Parent of all or substantially all of the Parent's assets, other than such sale or other disposition by Parent of all or substantially all of the Parent's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of Parent in substantially the same proportions as their ownership of Parent immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (a) above, a Change of Control shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of Parent immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns, either directly or through a Subsidiary, all or substantially all of the assets of Parent immediately following such transaction or series of transactions.

"Change in Law" means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) the making or issuance of any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted, issued or implemented.

"Charges" has the meaning assigned to such term in Section 9.17.

"City of Houston" means the City of Houston, Texas, a municipal corporation, and any department, agency or instrumentality thereof.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Swingline Loans or Protective Advances.

"Closing Date" has the meaning assigned to such term in Section 4.01.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means any and all property owned, leased or operated by a Person purported to be covered by the Collateral Documents to secure the Secured Obligations and any and all other property of any Loan Party, now existing or hereafter acquired, that may at any time be required by the Loan Documents to be Collateral, subject to a security interest or Lien in favor of the Administrative Agent, on behalf of itself and the Lenders and other Secured Parties, to secure the Secured Obligations; provided that in no event shall the Collateral include any Excluded Property.

"Collateral Access Agreement" means that collateral access agreement substantially in the form attached hereto as Exhibit F.

"Collateral Documents" means, collectively, the Security Agreement and any other agreements, instruments and documents executed in connection with this Agreement that are intended to create, perfect or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, Intellectual Property security agreements, pledge agreements, mortgages, deeds of trust, loan agreements, notes, guarantees, subordination agreements, pledges, powers of attorney, consents, assignments, contracts, fee letters, notices, leases, financing statements and all other written matter whether theretofore, now or hereafter executed by any Loan Party and delivered to the Administrative Agent.

"Collection Account" has the meaning assigned to such term in the Security Agreement.

"Commitment" means, with respect to each Lender, the sum of such Lender's Revolving Commitment together with the commitment of such Lender to acquire participations in Protective Advances hereunder. The initial amount of each Lender's Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption or other documentation or record (as such term is defined in Section 9-102(a)(70) of the New York Uniform Commercial Code) as provided in Section 9.04(b)(ii)(C), pursuant to which such Lender shall have assumed its Commitment, as applicable.

"Commitment Fee Rate" means, for any day, with respect to the commitment fees payable hereunder, 0.250% per annum of the daily Available Revolving Commitment.

"Commitment Schedule" means the Schedule attached hereto identified as such.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Communications" has the meaning assigned to such term in Section 8.03(c).

"Company" has the meaning specified in introductory paragraph hereof.

"Compliance Certificate" means a certificate of a Financial Officer in substantially the form of Exhibit C.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, for any period, Net Income for such period *plus* (a) without duplication and, other than amounts in clauses (v) and (xii), to the extent deducted in determining Net Income for such period, the sum of (i) Interest Expense for such period, (ii) income tax expense for such period, including, without duplication, in respect of tax payments made pursuant to clauses (iv) and (v) of Section 6.08, (iii) all amounts attributable to depreciation and amortization expense for such period, (iv) any extraordinary losses or non-cash charges for such period (v) any other non-cash charges for such period (including non-cash compensation expense and accruals for long-term incentive compensation or legal, regulatory, or insurance contingencies, including adjustments to self-insurance reserves) (but excluding any non-cash charge in respect of an item that was included in Net Income in a prior period), (vi) costs, fees and expenses incurred during such period in connection with any Permitted Acquisition or other permitted investments, dispositions, debt or equity issuances, stock or restricted unit grants, or reorganizations (in each case, whether or not consummated), (vii) costs, fees and expenses incurred during such period in connection with any issuance of Equity Interests by any Loan Party (in each case, whether or not consummated), (viii) costs, fees and expenses incurred during such period in connection with the Facility and any amendments, restatements, amendments and restatements, supplements, or other modifications thereto and any other refinancing transaction or extinguishment of any debt instrument (in each case, whether or not consummated), (ix) costs, fees and expenses incurred on or prior to the Effective Date in connection with the Transactions occurring in connection with this Agreement, (x) non-cash non-operating expenses for such period, (xi) net income of any joint venture to the extent cash distributions are received from such joint ventures during such period to the extent not otherwise included in Consolidated EBITDA, and (xii) restructuring charges (including, for avoidance of doubt, charges relating to retention, severance,

systems establishment cost, post-employment benefits or other charges), cost savings and cost synergies projected by the Loan Parties in good faith to be realized as a result of mergers and acquisitions, restructuring actions, operational initiatives or other specified actions taken or expected to be taken during such period; provided, however, that the add-backs in clauses (v) (to the extent constituting restructuring charges or synergies) and (xii) above shall not exceed 10% of Consolidated EBITDA (calculated before giving effect to such add-backs) in any fiscal year, *minus* (b) without duplication and to the extent included in Net Income, (i) any cash payments made during such period in respect of non-cash charges described in clause (a)(v) taken in a prior period and (ii) any extraordinary gains and any non-cash items of income for such period, all calculated for the Company and its Subsidiaries on a consolidated basis in accordance with GAAP.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Covenant Breach" has the meaning assigned to such term in Section 6.12(c).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning assigned to such term in Section 9.21.

"Credit Exposure" means, as to any Lender at any time, such Lender's Revolving Exposure at such time.

"Credit Party" means the Administrative Agent, any Issuing Bank, the Swingline Lender or any other Lender.

"Cure Amount" has the meaning assigned to such term in Section 6.12(c).

"Cure Right" has the meaning assigned to such term in Section 6.12(c).

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day, a "SOFR Determination Date") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrowers; provided that if the Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular Default, if any) has not been satisfied, (b) has notified any Borrower or any Credit Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular Default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations as of the date of certification) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

"Deposit Account" means any deposit account (as such term is defined in Article 9 of the UCC).

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including any sale and leaseback transaction and any issuance of Equity Interests by a Subsidiary of such Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (excluding as a result of an optional redemption by the issuer thereof), (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests and the payment of cash in lieu of the issuance of fractional shares of such Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, fundamental change, or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, fundamental change, or asset sale event shall be subject to the Payment in Full of the Secured Obligations), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and the payment of cash in lieu of the issuance of fractional shares of such Qualified Equity Interests), in whole or in part (except as a result of a change of control, fundamental change, or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, fundamental change, or asset sale event shall be subject to the Payment in Full of the Secured Obligations), or (c) is convertible into or exchangeable for Indebtedness or Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is

ninety-one (91) days after the Maturity Date in effect at the issuance of such Equity Interests; *provided*, that any class of Equity Interests of any Person that by its terms authorized such Person to satisfy its obligations thereunder by delivery of Qualified Equity Interests and/or cash in lieu of fractional shares in connection therewith shall not be deemed to be Disqualified Equity Interests; *provided*, *further*, that if Equity Interests are issued pursuant to a plan for the benefit of employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased by a Loan Party or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Disqualified Lenders" means (a) such Persons that have been specified in writing to the Administrative Agent and the Arrangers on or prior to the Effective Date as being "Disqualified Lenders," (b) those Persons who are competitors of the Company and its Subsidiaries that are separately identified in writing by the Borrowers from time to time to the Administrative Agent, which shall not become effective until the next Business Day after the date such identification is provided, and (c) in the case of each of clauses (a) and (b), any of their Affiliates (which, for the avoidance of doubt, shall not include any bona fide debt investment funds that are Affiliates of the Persons referenced in clause (b) above) that are either (i) identified in writing to the Administrative Agent by the Borrowers from time to time or (ii) readily identifiable on the basis of the similarity of such Affiliate's name as an Affiliate of such entity; provided that no updates to the Disqualified Lender list shall be deemed to retroactively disqualify any parties that have previously acquired an assignment or participation in respect of the Loans or Commitments from continuing to hold or vote such previously acquired assignments and participations on the terms set forth herein for Lenders that are not Disqualified Lenders. Any supplement to the list of Disqualified Lenders pursuant to clause (b) or (c) above shall be sent by the Borrowers to the Administrative Agent in writing (including by email) and such supplement shall take effect on the Business Day following the date such notice is received by the Administrative Agent (it being understood that no such supplement to the list of Disqualified Lenders shall operate to disqualify any Person that is already a Lender). The Administrative Agent shall provide a list identifying the Disqualified Lenders to any Lender upon such Lender's request, but will not be otherwise posted or provided to any Person by the Administrative Agent.

"Dividing Person" has the meaning assigned to such term in the definition of "Division."

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Division Successor" means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

"Document" has the meaning assigned to such term in the Security Agreement.

"Dollars", "dollars" or "$" refers to lawful money of the U.S.

"Domestic Holding Company" means any direct or indirect Subsidiary of the Company all or substantially all of the assets of which consist (or are treated as consisting for U.S. federal income tax purposes) of (i) Equity Interests of one or more CFCs and/or other Domestic Holding Companies and/or (ii) indebtedness owed by one or more CFCs and/or other Domestic Holding Companies ("CFC Debt").

"Domestic Subsidiary" means a Subsidiary organized under the laws of a jurisdiction located in the United States or any state or territory thereof or the District of Columbia.

"DWR" means California Department of Water Resources.

"ECP" means an "eligible contract participant" as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the SEC.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which the conditions specified in Section 4.02 are satisfied (or waived in accordance with Section 9.02).

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Electronic System" means any electronic system, including e-mail, e-fax, web portal access for any Borrower and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent or any Issuing Bank and any of its respective Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

"Eligible Accounts" means, at any time, the Accounts of a Loan Party which the Administrative Agent determines in its Permitted Discretion are eligible as the basis for the extension of Revolving Loans and Swingline Loans and the issuance of Letters of Credit; provided that, (i) any change in eligibility criteria that results in less Accounts being Eligible Accounts shall take effect following three (3) Business Days' prior notice to the Borrower Representative and (ii) during such notice period, no Borrower may request extensions of credit that would result in an Overadvance after giving pro forma effect to such changes to eligibility criteria. Without limiting the Administrative Agent's discretion provided herein, Eligible Accounts shall not include any Account of a Loan Party:

(a) which is not subject to a first priority perfected security interest in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent and (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent;

(c) (i) which is unpaid more than 90 days after the date of the original invoice therefor or more than 60 days after the original due date therefor, or (ii) which has been written off the books of such Loan Party or otherwise designated as uncollectible;

(d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible pursuant to clause (c) above;

(e) which is owing by an Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to such Loan Party exceeds 25% of the aggregate Eligible Accounts; provided, that to the extent the Account Debtor is a Specified Account Debtor or Qualified Hyperscaler, such percentage shall be 60%;

(f) with respect to which any covenant, representation or warranty contained in this Agreement or in the Security Agreement as to such Account has been breached or is not true in a material respect;

(g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation satisfactory to the Administrative Agent in its Permitted Discretion which has been sent to the Account Debtor, (iii) other than an Eligible Generator Billing, represents a progress billing, (iv) is contingent upon such Loan Party's completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates to payments of interest;

(h) for which (i) other than an Eligible Generator Billing, the goods giving rise to such Account have not been shipped to the Account Debtor, (ii) for which the services giving rise to such Account have not been performed by such Loan Party or (iii) if such Account was invoiced more than once;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator of its assets, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state or federal bankruptcy laws (other than post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code and reasonably acceptable to the Administrative Agent), (iv) admitted in writing its inability, or is generally unable, to pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business;

(k) which is owed by any Account Debtor which has sold all or substantially all of its assets;

(l) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or (ii) is not organized under applicable law of the U.S., any state of the U.S. or the District of Columbia, unless, in any such case, such Account is (A) backed by a Letter of Credit acceptable to the Administrative Agent in its Permitted Discretion which is in the possession of, and is directly drawable by, the Administrative Agent or (B) covered by credit insurance in form, substance, and amount, and by an insurer, approved by the Administrative Agent in writing in its Permitted Discretion;

(m) which is owed in any currency other than U.S. dollars;

(n) which (other than agreements with DWR, the City of Houston, SAWS, or any other government entity approved by the Administrative Agent in its Permitted Discretion) is owed by (i) any government (or any department, agency, public corporation, or instrumentality thereof) of any country other than the U.S. unless such Account is backed by a Letter of Credit acceptable to the Administrative Agent which is in the possession of, and is directly drawable by, the Administrative Agent, or (ii) the federal government of the U.S., any other political subdivision thereof, whether state or local, or any department, agency, public corporation, or instrumentality thereof, unless if applicable, the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 et seq. and 41 U.S.C. § 15 et seq.), and any other steps necessary to perfect the Lien of the Administrative Agent in such Account have been complied with to the Administrative Agent's satisfaction;

(o) other than with respect to the Specified JV, which is owed by any Affiliate of any Loan Party or any employee, officer, director, agent or stockholder of any Loan Party or any of its Affiliates;

(p) [reserved].

(q) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, but only to the extent of such indebtedness, or is subject to any security, deposit, progress payment (other than with respect to an Eligible Generator Billing), retainage or other similar advance made by or for the benefit of an Account Debtor, in each case to the extent thereof;

(r) which is subject to any (i) counterclaim, deduction, defense, setoff or dispute, but only to the extent of such counterclaim, deduction, setoff or dispute (other than any arising solely from deferred revenue, so long as less than 5% of the Accounts owing by such Account Debtor are more than 60 days past due), or (ii) rebates or recoupments, unless a Reserve has been established with respect to the portion of such account subject to rebates or recoupment;

(s) which is evidenced by any promissory note, chattel paper (other than any customer contract or agreement (each a "Customer Contract")) or instrument unless such promissory note, chattel paper or instrument has been delivered to the Administrative Agent with a blank endorsement;

(t) which is owed by an Account Debtor (i) located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit such Loan Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Loan Party has filed such report or qualified to do business in such jurisdiction or (ii) which is a Sanctioned Person;

(u) with respect to which such Loan Party has made any agreement with the Account Debtor for any reduction thereof, other than discounts and adjustments given in the ordinary course of business, or any Account which was partially paid and a Loan Party created a new receivable for the unpaid portion of such Account;

(v) which does not comply in all material respects with the requirements of all applicable laws and regulations, whether Federal, state or local, including without limitation the Federal Consumer Credit Protection Act, the Federal Truth in Lending Act and Regulation Z of the Federal Reserve Board;

(w) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than such Loan Party has or has had an ownership interest in such goods, or which indicates any party other than such Loan Party as payee or remittance party;

(x) which was created on cash on delivery terms; or

(y) which the Administrative Agent determines in its Permitted Discretion may not be paid by reason of the Account Debtor's inability to pay or which the Administrative Agent otherwise determines in its Permitted Discretion is unacceptable for any reason whatsoever;

In the event that an Account which was previously an Eligible Account ceases to be an Eligible Account hereunder, such Loan Party or the Borrower Representative shall notify the Administrative Agent thereof on and at the time of submission to the Administrative Agent of the next Borrowing Base Certificate; provided, however, in the event any such Account once again meets the definition of Eligible Account at a later date, such Loan Party or the Borrower Representative may notify the Administrative Agent thereof for inclusion in the calculation of the Borrowing Base Account Component. In determining the amount of an Eligible Account, the face amount of an Account may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges, contractual allowances or other allowances that may result in the non-payment or diminution in value in such face amount (including any amount that such Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by such Loan Party to reduce the amount of such Account.

Notwithstanding anything to the contrary, if Accounts are acquired outside of the ordinary course of business (including in a Permitted Acquisition) (such accounts, "Acquired Accounts"), such Acquired Accounts shall not constitute Eligible Accounts until after the delivery to the Administrative Agent of a field examination in respect thereof that is reasonably satisfactory to the Administrative Agent in its Permitted Discretion (it being understood that, notwithstanding the limits set forth in Section 5.06 regarding reimbursement of expenses of the Administrative Agent, such field examination shall be at the expense of such Loan Party).

"Eligible Bill-and-Hold Arrangement" means the sale of generator equipment provided that (i) title to such generator equipment has been transferred to the applicable customer and (ii) such generator equipment is identified to the applicable contract and segregated or otherwise identified for shipment to a customer site.

"Eligible Bill and Hold Generator Equipment" means generator equipment that would otherwise constitute Eligible Inventory but for having been sold to a customer pursuant to an Eligible Bill-and-Hold Arrangement (the "Relevant Bill and Hold Arrangement") which generator equipment that meets the following criteria:

(a) such generator equipment has not been subject to the relevant Eligible Bill-and-Hold Arrangement for more than 60 days;

(b) such generator equipment has not previously been subject to any bill and hold arrangement prior to the Relevant Bill and Hold Arrangement;

(c) such generator equipment is complete and ready for shipment to a customer location with no additional work or assembly required; and

(d) such generator equipment may be delivered to the customer location with no further performance required by any Loan Party other than delivery to a customer location.

"Eligible Cash" means, at any time, the amount of unrestricted cash of the Loan Parties that is (a) held in a segregated and fully-blocked account with the Administrative Agent (i) from which funds cannot be withdrawn unless the requirements in Section 2.23 are satisfied and (ii) which exclusively contains such Eligible Cash and (b) not subject to Liens other than Liens in favor of the Administrative Agent for the benefit of the Secured Parties and Permitted Encumbrances attaching by operation of law in favor of the applicable depository bank. For the avoidance of doubt, Eligible Cash does not include any amounts posted to cash collateralize Letters of Credit pursuant to Section 2.06(j).

"Eligible Generator Billing" means, as of any date, Accounts payable to Loan Parties, in an aggregate face amount not to exceed the Eligible Generator Billing Amount at such time for all such Accounts, each of which Accounts meets all the following criteria:

(a) such Account is owing from a Specified Account Debtor or Qualified Hyperscaler (each, an "Eligible Generator Payee");

(b) such Account is payable as a milestone payment pursuant to a then-effective contract with a Eligible Generator Payee (such contract an "Eligible Generator Contract");

(c) the Eligible Generator Contract to which such Account is payable is (i) governed by the laws of a state of the United States, (ii) includes jurisdiction and venue clauses that require suit to be brought in the state or federal courts sitting in a state of the United States or the District of Columbia, and (iii) not subject to any litigation threatened in writing, counterclaim, deduction, defense, setoff or dispute; and

(d) such Account (i) is due and payable within 90 days and not overdue by more than 60 days after the original due date therefor pursuant to an Eligible Generator Contract (which Eligible Generator Contract has not been amended to extend the due date therefor), in each case, pursuant to a contract with such Eligible Generator Payee; provided, however that Eligible Generator Billings shall not include Eligible Milestone Accounts.

"Eligible Generator Billing Amount" means, initially $45,000,000, which amount shall reduce by $4,375,000 as of the last business day of each fiscal quarter commencing after the Effective Date until such amount is equal to $10,000,000.

"Eligible Generator Contract" has the meaning given to such term in the definition of Eligible Generator Billing.

"Eligible Generator Payee" has the meaning given to such term in the definition of Eligible Generator Billing.

"Eligible Inventory" means, at any time, the Inventory of a Loan Party which the Administrative Agent determines in its Permitted Discretion is eligible as the basis for the extension of Revolving Loans and Swingline Loans and the issuance of Letters of Credit; provided that, (i) any change in eligibility criteria that results in less Inventory being Eligible Inventory shall take effect following three (3) Business Days' prior notice to the Borrower Representative and (ii) during such notice period, no Borrower may request extensions of credit that would result in an Overadvance after giving pro forma effect to such changes to eligibility criteria. Without limiting the Administrative Agent's discretion provided herein, Eligible Inventory of a Loan Party shall not include any Inventory:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent and (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent;

(c) which is, in the Administrative Agent's Permitted Discretion, slow moving, obsolete, unmerchantable, defective, used, unfit for sale, not salable at prices approximating at least the cost of such Inventory in the ordinary course of business or unacceptable due to age, type, category and/or quantity;

(d) with respect to which any covenant, representation or warranty contained in this Agreement or in the Security Agreement has been breached or is untrue in any material respect or which does not conform in all material respects to standards imposed by any Governmental Authority;

(e) in which any Person other than such Loan Party shall (i) have any direct or indirect ownership, interest or title or (ii) be indicated on any purchase order or invoice with respect to such Inventory as having or purporting to have an interest therein;

(f) which is not finished goods or which constitutes work-in-process, spare or replacement parts, subassemblies, packaging and shipping material, manufacturing supplies, samples, prototypes, displays or display items, bill-and-hold or ship-in-place goods, goods that are returned or marked for return, repossessed goods, defective or damaged goods, goods held on consignment, or goods which are not of a type held for sale in the ordinary course of business;

(g) which is not located in the U.S. or is in transit with a common carrier from vendors or suppliers or has not been released or cleared or approved for introduction into interstate commerce or delivery for introduction into interstate commerce or sale by U.S. Customs and Border Protection;

(h) which, on any date that is 90 days after the Effective Date, is located in any location leased by such Loan Party unless (i) the lessor has delivered to the Administrative Agent a Collateral Access Agreement in form and substance reasonably acceptable to the Administrative Agent in its Permitted Discretion or (ii) a Reserve for rent, charges and other amounts due or to become due with respect to such facility has been established by the Administrative Agent in its Permitted Discretion; provided that inventory located in such locations in an amount not to exceed $100,000.00 in the aggregate may be Eligible Inventory without satisfying either of the preceding clauses (i) or (ii) subject to the other criteria set forth in this Agreement;

(i) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor) unless (i) the applicable third party warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement in form and substance reasonably acceptable to the Administrative Agent in its Permitted Discretion, (ii) such Inventory is evidenced by a Document delivered to the Administrative Agent, (iii) a Reserve equal to six (6) months' storage charges and other amounts due or to become due with respect to such location has been established, or (iv) such inventory is in an aggregate amount not exceeding $100,000;

(j) which is being processed offsite at a third-party location or outside processor (including for the avoidance of doubt, any Person providing sterilization services), or is in transit to or from such third-party location or outside processor; provided that inventory located in such locations in an amount not to exceed $100,000.00 in the aggregate may be Eligible Inventory;

(k) which is a discontinued, withdrawn or recalled product or component thereof;

(l) which is the subject of a consignment by such Borrower as consignor;

(m) which is perishable;

(n) which contains, embodies or bears any Intellectual Property rights licensed to such Borrower unless the Administrative Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of the applicable third party licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability or payment obligation other than royalty or other payment obligations incurred pursuant to sale of such Inventory under the current licensing agreement;

(o) which is not reflected in a current perpetual inventory report of such Borrower;

(p) for which reclamation rights have been asserted by the seller;

(q) which has been acquired from a Sanctioned Person; or

(r) which the Administrative Agent otherwise determines in its Permitted Discretion is unacceptable for any reason whatsoever.

In the event that Inventory of a Loan Party which was previously Eligible Inventory ceases to be Eligible Inventory hereunder, such Borrower or the Borrower Representative shall notify the Administrative Agent thereof on and at the time of submission to the Administrative Agent of the next Borrowing Base Certificate.

Notwithstanding anything to the contrary, if Inventory is acquired outside of the ordinary course of business (including in a Permitted Acquisition); such Inventory shall not constitute Eligible Inventory until after the delivery to the Administrative Agent of an inventory appraisal in respect thereof that is reasonably satisfactory to the Administrative Agent in its Permitted Discretion (it being understood that, notwithstanding the limits set forth in Section 5.06 regarding reimbursement of expenses of the Administrative Agent, such inventory appraisal shall be at the expense of such Loan Party).

"Eligible Milestone Accounts" means Accounts payable as a milestone payment (i) for balance of plant, installation, or similar services delivered and not arising under a contract for the sale of generator equipment, or (ii) upon factory acceptance testing or for balance of plant, installation, or similar services arising under any contract for the sale of generator equipment and/or related services (including any Eligible Generator Contract), to the extent that such Account arises after title to such generator equipment has been transferred to the applicable customer.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to (a) the environment, (b) preservation or reclamation of natural resources, (c) the management, Release or threatened Release of any Hazardous Material or (d) health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equipment" has the meaning assigned to such term in the Security Agreement.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing, but excluding any debt securities convertible into any of the foregoing.

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

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or (c) of the Code or Section 4001(b)(1) of ERISA or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) the failure to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA) with respect to a Plan, whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by any Loan Party or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal of any Loan Party or any ERISA Affiliate from any Plan or Multiemployer Plan; (g) the receipt by any Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Loan Party or any ERISA Affiliate of any notice, concerning the imposition upon any Loan Party or any ERISA Affiliate of Withdrawal Liability; (h) a determination that a Multiemployer Plan is, or is expected to be, insolvent (within the meaning of Section 4245 of ERISA), in endangered or critical status (within the meaning of Sections 431 or 432 of the Code or Sections 304 or 305 of ERISA), or that any Plan is, or is expected to be, in "at-risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (i) the failure by any Loan Party or any ERISA Affiliate to pay when due (after expiration of any applicable grace period) any installment payment with respect to any Withdrawal Liability; or (j) any Foreign Plan Event.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excess Availability" means, at any time, an amount equal to (a) Availability *minus* (b) the Aggregate Revolving Exposure *minus* (c) Reserves (without duplication of Reserves in the definition of Borrowing Base) all as determined by the Administrative Agent in its Permitted Discretion; provided that for purposes of determining the average daily Excess Availability during any fiscal quarter, the preceding clause (a) shall always be deemed to equal the Aggregate Revolving Commitment.

"Excluded Deposit Accounts" means accounts exclusively used for payroll, payroll taxes, employee wage or employee benefit payments, accounts exclusively used for cash collateral subject to a Permitted Lien, accounts exclusively used for bona fide escrow, insurance or fiduciary purposes, and other Deposit Accounts only so long as deposits therein do not exceed $250,000 in the aggregate.

"Excluded Foreign Subsidiary" means any direct or indirect Subsidiary of the Company (a) that is a "controlled foreign corporation" as defined in Section 957 of the Code (a "CFC"), (b) that is a Domestic Holding Company, (c) that is a disregarded entity all or substantially all of the assets of which constitute (or are treated as constituting for U.S. federal income tax purposes) (i) Equity Interests of one or more CFCs and/or Domestic Holding Companies or (ii) CFC Debt or (d) that is a Subsidiary of a CFC or of a Domestic Holding Company.

"Excluded Property" has the meaning assigned to such term in the Security Agreement.

"Excluded Subsidiary" means (a) Parent, (b) any permitted non-wholly owned subsidiary, (c) any joint venture subsidiary and (d) each Excluded Foreign Subsidiary.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an ECP at the time the Guarantee of such Guarantor or the grant of such security interest becomes or would become effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan, Letter of Credit or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit or Commitment (other than pursuant to an assignment request by the Borrower Representative under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan, Letter of Credit or Commitment or to such Lender immediately before it changed its lending office; (c) Taxes attributable to such Recipient's failure to comply with Section 2.17(f); and (d) any withholding Taxes imposed under FATCA.

"Existing Letter of Credit" means each letter of credit issued prior to the Effective Date and listed on Schedule 2.06 (as the expiration date thereof may be extended from time to time).

"Extenuating Circumstance" means any period during which the Administrative Agent has determined in its reasonable discretion (a) that due to unforeseen and/or nonrecurring circumstances, it is impractical and/or not feasible to submit or receive a Borrowing Request or Interest Election Request by email or fax or through Electronic System, and (b) to accept a Borrowing Request or Interest Election Request telephonically.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions (as determined in such manner as shall be set forth on the NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than 0.00%, such rate shall be deemed to be 0.00% for the purposes of this Agreement.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer, controller or vice president of finance of the Company.

"Fixed Charge Coverage Ratio" means, at any date for any Person, the ratio of (a) Consolidated EBITDA minus Unfinanced Capital Expenditures (excluding any Capital Expenditure made in an amount equal to all or part of the proceeds, received and applied within 120 days, of (x) any casualty insurance, condemnation or exercise of eminent domain or (y) any sale of assets (other than Inventory)) during such period to (b) Fixed Charges, all calculated for the period of twelve (12) consecutive fiscal months ended on such date (or, if such date is not the last day of a fiscal month, ended on the last day of the fiscal month most recently ended prior to such date).

"Fixed Charges" means, for any period, without duplication, Cash Interest Expense, *plus* prepayments and principal payments on Indebtedness actually made or required to be made (excluding (i) voluntary principal payments of the Revolving Loans and (ii) Capital Expenditures to the extent funded with insurance proceeds received by any Loan Party during such period), *plus* expenses for taxes paid in cash, *plus* Restricted Payments paid in cash, *plus* lease obligation payments that do not reduce consolidated net income or Consolidated EBITDA, *plus* cash contributions to any specified employee pension benefit plan, all calculated for the Company and its Subsidiaries on a consolidated basis in accordance with GAAP unless otherwise required by this definition.

"Flood Laws" has the meaning assigned to such term in Section 8.10.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Term SOFR Rate or the Daily Simple SOFR, as applicable. For the avoidance of doubt, the initial Floor for each of the Term SOFR Rate or the Daily Simple SOFR shall be 0.00%.

"Foreign Lender" means (a) if a Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if a Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

"Foreign Plan" means each employee benefit plan, fund or arrangement (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) or other similar program that is not subject to US law and is maintained or contributed to by any Loan Party for the benefit of its employees working outside the US.

"Foreign Plan Event" means with respect to any Foreign Plan, (a) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Plan; (b) the failure to register or loss of good standing with applicable regulatory authorities of any such Foreign Plan required to be registered; or (c) the failure of any Foreign Plan to comply with any material provisions of applicable law and regulations or with the material terms of such Foreign Plan.

"Foreign Subsidiary" means any Subsidiary which is not a Domestic Subsidiary.

"Funding Account" has the meaning assigned to such term in Section 4.01(h).

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

"Governmental Authority" means the government of the U.S., any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guaranteed Obligations" has the meaning assigned to such term in Section 10.01.

"Guarantor" means each Loan Party and each of the Company's other direct or indirect Material Domestic Subsidiaries, but excluding any Excluded Subsidiary.

"Guarantor Payment" has the meaning assigned to such term in Section 10.11(a).

"Guaranty" means Article X of this Agreement.

"Hazardous Materials" means: (a) any substance, material, or waste that is included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law; (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and (c) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, per- or polyfluoroalkyl substance, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) deferred compensation, trade payables and accounts payable incurred in the ordinary course of business so long as such deferred compensation, trade payables and accounts payable are not overdue for more than sixty (60) days or otherwise being contested in good faith subject to such Person having set aside on its books related reserves in accordance with GAAP, (ii) royalty payments or similar payments based on a percentage of sales under any such license or other agreement, and (iii) deferred revenue incurred in the ordinary course of business), (f) all obligations of such Person in respect of Disqualified Equity Interests, (g) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (h) all Guarantees by such Person of Indebtedness of others, (i) all Capital Lease Obligations of such Person, (j) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit, demand guarantees and similar independent undertakings, (k) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (l) any earnout obligation, deferred or contingent purchase price obligation or other similar obligation after such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and has not been paid within thirty (30) days after becoming due and payable, (m) any other Off-Balance Sheet Liability and (n) obligations, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Swap Agreements, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by, or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in the foregoing clause (a) hereof, Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 9.03(c).

"Ineligible Institution" has the meaning assigned to such term in Section 9.04(b).

"Information" has the meaning assigned to such term in Section 9.12.

"Initial Field Exam Condition" means completion of a field examination of the Borrowers' and their Subsidiaries' Accounts and related working capital matters and of the Borrowers' and their Subsidiaries' related data processing and other systems, the results of which shall be satisfactory to the Required Lenders in their reasonable discretion; provided that, for the avoidance of doubt, upon completion of the first such field examination following the Closing Date, the Initial Field Exam Condition will be satisfied for the duration of this Agreement.

"Intellectual Property" has the meaning assigned to such term in the Security Agreement.

"Interest Election Request" means a request by the Borrower Representative to convert or continue a Borrowing in accordance with Section 2.08.

"Interest Expense" means, for any period, total interest expense (including that attributable to Capital Lease Obligations) of the Loan Parties for such period with respect to all outstanding Indebtedness of the Company and its Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit (including Letters of Credit) and bankers' acceptances and net costs under Swap Agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP), calculated on a consolidated basis for the Company and its Subsidiaries for such period in accordance with GAAP.

"Interest Payment Date" means (a) with respect to any ABR Loan, the first Business Day of each calendar quarter and the Maturity Date, (b) with respect to any RFR Loan, (1) each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and (2) the Maturity Date, and (c) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part (and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months' duration, the last day of each calendar quarter) and the Maturity Date.

"Interest Period" means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment), as the Borrower Representative may elect; provided, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (c) no tenor that has been removed from this definition pursuant to Section 2.14(e) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Inventory" has the meaning assigned to such term in the Security Agreement.

"Investment" has the meaning assigned to such term in Section 6.04(c).

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by Fitch, Inc.

"IPO" has the meaning assigned to such term in Section 4.01(w).

"IRS" means the United States Internal Revenue Service.

"Issuing Bank" means, JPMCB, Morgan Stanley Senior Funding, Inc. and/or an affiliate, Barclays Bank PLC, HSBC Ventures and its affiliates and any other Revolving Lender from time to time designated by the Borrower Representative as an Issuing Bank (in each case, through itself or through one of its designated affiliates or branch offices), with the consent of such Revolving Lender and the Administrative Agent, each in its capacity as the issuer of Letters of Credit hereunder and its respective successors in such capacity as provided in Section 2.06(i). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by its Affiliates, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate (it being agreed that such Issuing Bank shall, or shall cause such Affiliate to, comply with the requirements of Section 2.06 with respect to such Letters of Credit). At any time there is more than one Issuing Bank, all singular references to the Issuing Bank shall mean any Issuing Bank, either Issuing Bank, each Issuing Bank, the Issuing Bank that has issued the applicable Letter of Credit, or both (or all) Issuing Banks, as the context may require.

"Issuing Bank Sublimit" means, as of the Effective Date, each Issuing Bank's pro rata share of such Issuing Bank's Revolving Commitment; provided that any Issuing Bank shall be permitted at any time to increase its Issuing Bank Sublimit upon providing five (5) days' prior written notice thereof to the Administrative Agent and the Borrower Representative.

"Joinder Agreement" means a Joinder Agreement in substantially the form of Exhibit D.

"JPMCB" means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

"Junior Indebtedness" means subordinated indebtedness, Indebtedness secured on a junior basis to the Liens securing the Secured Obligations and unsecured Indebtedness.

"LC Collateral Account" has the meaning assigned to such term in Section 2.06(j).

"LC Disbursement" means any payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all Letters of Credit outstanding at such time *plus* (b) the aggregate amount of all LC Disbursements relating to Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers at such time. The LC Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the aggregate LC Exposure at such time.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Lender-Related Person" has the meaning assigned to such term in Section 9.03(b).

"Lenders" means the Persons listed on the Commitment Schedule and any other Person that shall have become a Lender hereunder pursuant to Section 2.09 or an Assignment and Assumption or otherwise in accordance with the terms of this Agreement or by operation of law, other than any such Person that ceases to be a Lender hereunder pursuant to an Assignment and Assumption or otherwise in accordance with the terms of this Agreement or by operation of law. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender and the Issuing Banks.

"Letters of Credit" means the standby letters of credit issued pursuant to this Agreement, and the term "Letter of Credit" means any one of them or each of them singularly, as the context may require.

"Letter of Credit Agreement" has the meaning assigned to such term in Section 2.06(b).

"Liabilities" means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidity" means, at any date, the sum of (a) unrestricted cash and Permitted Investments (excluding, in each case, (x) the Eligible Cash to the extent included in the Borrowing Base and (y) cash collateral posted to secure or support letters of credit (whether issued or outstanding under this Agreement or otherwise)) consisting of (i) cash equivalents and (ii) cash-equivalent marketable investment securities, in each case of this clause (a), of the Loan Parties and other than with respect to cash, valued at fair value, and in each case of this clause (a) in Deposit Accounts or securities accounts subject to a first priority perfected Lien in favor of the Administrative Agent and (b) Excess Availability.

"LLC Agreement" means the Sixth Amended and Restated Limited Liability Company Agreement of the Company, to be dated as of June 9, 2026, by and among the members of the Company, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and the terms of this Agreement.

"Loan Documents" means, collectively, this Agreement, any promissory notes issued pursuant to this Agreement, any Letter of Credit Agreement, the Collateral Documents, each Compliance Certificate, the Guaranty, and all other agreements, instruments, documents and certificates executed and delivered to, or in favor of, the Administrative Agent or any Lender and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements, letter of credit applications and any agreements between a Borrower and an Issuing Bank regarding such Issuing Bank's Issuing Bank Sublimit or the respective rights and obligations between the applicable Borrower and an Issuing Bank in connection with the issuance by such Issuing Bank of Letters of Credit, and all other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Administrative Agent or any Lender in connection with this Agreement or the Transactions. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

"Loan Parties" means, collectively, the Borrowers, the Borrowers' Material Domestic Subsidiaries and any other Person who becomes a party to this Agreement pursuant to a Joinder Agreement and their respective successors and assigns, and the term "Loan Party" shall mean any one of them or all of them individually, as the context may require.

"Loans" means the loans and advances made by the Lenders pursuant to this Agreement, including Swingline Loans and Protective Advances.

"Margin Stock" means margin stock within the meaning of Regulation T, Regulation U and Regulation X, as applicable.

"Material Adverse Effect" means any event, development or circumstances that has or would reasonably be expected to have a material adverse effect on (a) the business, assets, operations, prospects or condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole, (b) the ability of the Loan Parties, taken as a whole, to perform any of their Obligations under the Loan Documents to which such Loan Party is a party, (c) a material portion of the Collateral, or the Administrative Agent's Liens (on behalf of itself and other Secured Parties) on a material portion of the Collateral or the priority of such Liens, or (d) the material rights of or benefits available to the Administrative Agent, the Issuing Banks or the Lenders under any of the Loan Documents.

"Material Domestic Subsidiary" means each Domestic Subsidiary (a) which, as of the most recent fiscal quarter of the Company, for the period of four consecutive fiscal quarters then ended, for which financial statements have been delivered pursuant to Section 5.01(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 5.01(a) or (b), the most recent financial statements referred to in Section 3.04), as applicable, contributed greater than five percent (5%) of the consolidated revenues of the Company and its Subsidiaries for such period, (b) which contributed greater than five percent (5%) of Total Assets as of such date, (c) which owns any material Intellectual Property or (d) which owns directly or indirectly a Domestic Subsidiary to which either of the foregoing clauses (a), (b) or (c) is applicable; provided that, if at any time the aggregate amount of consolidated revenues or Total Assets attributable to all Domestic Subsidiaries that are not Material Domestic Subsidiaries exceeds five percent (5%) of consolidated revenues for any such period or five percent (5%) of Total Assets as of the end of any such fiscal quarter, the Company (or, in the event the Company has failed to do so within ten (10) Business Days of the date when due, the Administrative Agent) shall, concurrently with the delivery of the Compliance Certificate for such fiscal quarter, designate sufficient Domestic Subsidiaries as "Material Domestic Subsidiaries" to eliminate such excess, and such designated Domestic Subsidiaries shall for all purposes of this Agreement constitute Material Domestic Subsidiaries.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Loan Parties in an aggregate principal amount exceeding $5,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Loan Parties in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Loan Party would be required to pay if such Swap Agreement were terminated at such time.

"Maturity Date" means the three-year anniversary of the Effective Date or any earlier date on which the Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof.

"Maximum Rate" has the meaning assigned to such term in Section 9.17.

"Minimum Liquidity Covenant Period" has the meaning assigned to such term in Section 6.12(a).

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any ERISA Affiliate (i) makes or is obligated to make contributions (ii) during the preceding five plan years, has made or been obligated to make contributions or (iii) has any actual or contingent liability.

"Net Income" means, for any period, the consolidated net income (or loss) of such Person, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Company or any of its Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary) in which the Company or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Company or such Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any contractual obligation (other than under any Loan Document) or Requirement of Law applicable to such Subsidiary.

"Net Orderly Liquidation Value" means, with respect to Inventory of any Person, the orderly liquidation value thereof as determined in a manner acceptable to the Administrative Agent in its Permitted Discretion by an appraiser acceptable to the Administrative Agent in its Permitted Discretion, net of all costs of liquidation thereof.

"Net Proceeds" means, with respect to any event, (a) the cash proceeds received in respect of such event including (i) any cash received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but excluding any interest payments), but only as and when received, (ii) in the case of a casualty, insurance proceeds and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments, *minus* (b) the sum of (i) all reasonable fees and out-of-pocket expenses paid or required to be paid to third parties (other than Affiliates) in connection with such event, (ii) in the case of a Disposition of an asset (including pursuant to a sale and leaseback transaction or a casualty or a condemnation or similar proceeding), the amount of all payments required to be made as a result of such event to repay Indebtedness (other than Loans) secured by such asset or otherwise subject to mandatory prepayment as a result of such event and (iii) the amount of all taxes paid (or reasonably estimated to be payable) and the amount of any reserves established to fund contingent liabilities reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to such event (as determined reasonably and in good faith by a Financial Officer).

"Non-Consenting Lender" has the meaning assigned to such term in Section 9.02(d).

"Non-Permitted Debt Proceeds" has the meaning assigned to such term in Section 2.11(c).

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined would be less than 0.00%, such rate shall be deemed to be 0.00% for purposes of this Agreement.

"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Obligated Party" has the meaning assigned to such term in Section 10.02.

"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Loan Parties to any of the Lenders, the Administrative Agent, any Issuing Bank or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under this Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof.

"Off-Balance Sheet Liability" of a Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any indebtedness, liability or obligation under any so-called "synthetic lease" transaction entered into by such Person, or (c) any indebtedness, liability or obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet of such Person (other than operating leases).

"Operating Cash Flow" means, for any period, Consolidated EBITDA *minus* Unfinanced Capital Expenditures *minus* Fixed Charges, all calculated for the Company and its Subsidiaries on a consolidated basis in accordance with GAAP.

"Original Indebtedness" has the meaning assigned to such term in Section 6.01(f).

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan, Letter of Credit or any Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"Outbound Investment Rules" means the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, or any similar law or regulation; as of the date of this Agreement, and as codified at 31 C.F.R. § 850.101 et seq.

"Overadvance**"** means at any time, the amount by which Excess Availability is less than $0.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Paid in Full" or "Payment in Full" means, (a) the indefeasible payment in full in cash of all outstanding Loans and LC Disbursements, together with accrued and unpaid interest thereon, (b) the termination, expiration, or cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, the furnishing to the Administrative Agent of a cash deposit in an amount equal to 103% of the LC Exposure as of the date of such payment) or at the discretion of the Issuing Bank, a backup standby letter of credit satisfactory to the Administrative Agent and the applicable Issuing Bank, (c) the payment in full in cash of the accrued and unpaid fees under this Agreement, (d) the indefeasible payment in full in cash of all reimbursable expenses and other Secured Obligations in accordance with this Agreement (other than Unliquidated Obligations for which no claim has been made and other obligations expressly stated to survive such payment and termination of this Agreement) and (e) the termination of all Commitments.

"Parent" means ERock, Inc.

"Participant" has the meaning assigned to such term in Section 9.04(c).

"Participant Register" has the meaning assigned to such term in Section 9.04(c).

"Payment" has the meaning assigned to such term in Section 8.06(d).

"Payment Condition" shall be deemed to be satisfied in connection with a Restricted Payment, Restricted Debt Payment, investment or Permitted Acquisition if:

(a) no Default or Event of Default has occurred and is continuing or would result immediately after giving effect to such Restricted Payment, Restricted Debt Payment, investment or Permitted Acquisition;

(b) immediately after giving effect to such Restricted Payment, Restricted Debt Payment, investment or Permitted Acquisition and at all times during the Pro Forma Period immediately prior thereto, either

(i) Excess Availability, calculated on a pro forma basis after giving effect to such Restricted Payment, Restricted Debt Payment, investment or Permitted Acquisition, is greater than the greater of (x) $30,000,000 and (y) 20% of Availability; or

(ii) (A) Excess Availability, calculated on a pro forma basis after giving effect to such Restricted Payment, Restricted Debt Payment, investment or Permitted Acquisition, is greater than the greater of (x) $22,500,000 and (y) 15% of Availability, and (B) the pro forma Fixed Charge Coverage Ratio of the Loan Parties for the trailing twelve (12) month period is greater than 1.00 to 1.00; provided that such Fixed Charge Coverage Ratio of the Loan Parties shall be measured against the most recently delivered financial statements pursuant to Section 5.01(a), Section 5.01(b) or Section 5.01(c); and

(c) the Borrower Representative shall have delivered to the Administrative Agent a certificate in form and substance reasonably satisfactory to the Administrative Agent certifying as to the satisfaction of the conditions described in clauses (a) and (b) above.

"Payment Notice" has the meaning assigned to such term in Section 8.06(d).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Acquisition" means any Acquisition by any Loan Party in a transaction that satisfies each of the following requirements:

(a) such Acquisition is not a hostile or contested acquisition;

(b) (i) the business acquired in connection with such Acquisition is (A) located in the U.S. and (B) organized under applicable U.S. and state laws and (ii) not engaged, directly or indirectly, in any line of business other than the businesses in which the Loan Parties are engaged on the Effective Date and any business activities that are substantially similar, related or incidental thereto;

(c) both before and after giving effect to such Acquisition and the Loans (if any) requested to be made in connection therewith, each of the representations and warranties in the Loan Documents is true and correct in all material respects (without duplication of materiality or Material Adverse Effect qualifiers in each representation and warranty) (except any such representation or warranty which relates to a specified prior date, in which case such representation or warranty is true and correct in all material respects (without duplication of materiality or Material Adverse Effect qualifiers in each representation and warranty) as of such specified prior date) and no Default exists, will exist, or would result therefrom;

(d) if such Acquisition is an acquisition of assets, such Acquisition is structured so that a Borrower or another Loan Party shall acquire the assets;

(e) [reserved];

(f) to the extent available the Borrower Representative has provided the Administrative Agent (i) notice of such Acquisition and (ii) a copy of all business and financial information available to the Company and its Subsidiaries reasonably requested by the Administrative Agent;

(g) if such Acquisition is an acquisition of the Equity Interests of a Person, such Acquisition is structured so that the acquired Person shall become a wholly-owned Subsidiary of a Borrower and a Loan Party if required pursuant to the terms of this Agreement;

(h) if such Acquisition is an acquisition of Equity Interests, such Acquisition will not result in any violation of Regulation U;

(i) if such Acquisition involves a merger or a consolidation involving a Borrower or any other Loan Party, such Borrower or such Loan Party, as applicable, shall be the surviving entity, unless, in the case of a Loan Party other than a Borrower, the other party thereto assumes the obligations of such Loan Party on terms acceptable to the Administrative Agent;

(j) no Loan Party shall, as a result of or in connection with any such Acquisition, assume or incur any direct or contingent liabilities (whether relating to environmental, tax, litigation, or other matters) that could have a Material Adverse Effect;

(k) in connection with an Acquisition of the Equity Interests of any Person, all Liens on property of such Person shall be terminated unless the Administrative Agent and the Lenders in their sole discretion consent otherwise, and in connection with an Acquisition of the assets of any Person, all Liens on such assets shall be terminated except to the extent constituting Indebtedness permitted under Section 6.01(n) and Liens permitted under Section 6.02(e), respectively;

(l) the Borrower Representative shall certify to the Administrative Agent and the Lenders (and provide the Administrative Agent and the Lenders with a pro forma calculation in form and substance reasonably satisfactory to the Administrative Agent and the Lenders) that the Payment Conditions have been met;

(m) [reserved];

(n) all actions required to be taken with respect to any newly acquired or formed wholly-owned Subsidiary of a Borrower or a Loan Party, as applicable, required under Section 5.12 shall have been taken; and

(o) the Borrower Representative shall have delivered to the Administrative Agent the final executed documentation relating to such Acquisition within five (5) Business Days following the consummation thereof.

"Permitted Discretion" means a determination made in good faith, in the exercise of reasonable (from the perspective of a secured asset-based lender) credit judgment, and in accordance with customary business practices for asset-based lending transactions; provided that, as this definition relates to the establishment or adjustment of Reserves, no Reserve shall duplicate any exclusions pursuant to the exclusionary criteria set forth in the definitions of Eligible Accounts or Eligible Inventory.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are, either (i) not delinquent or (ii) are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlords', suppliers' and other like Liens, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business and in compliance with Section 6.02(o) or Section 6.02(p);

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII;

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of any Borrower or any Subsidiary;

(g) Liens arising by virtue of any contractual, statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies as to deposit of cash and securities in favor of bank, other depository institutions, and brokerage firms;

(h) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business of any Borrower or any Subsidiary; and

(i) Liens in favor of collecting banks arising under Section 4-210 of the Uniform Commercial Code.

provided that the term "Permitted Encumbrances" shall not include any Lien secured Indebtedness for borrowed money.

"Permitted Investments" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the U.S. (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the U.S.), in each case maturing within one year from the date of acquisition thereof;

(b) marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's;

(c) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(d) investments in certificates of deposit, bankers' acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the U.S. or any State thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(e) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above; and

(f) money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000.

"Permitted JV Transactions" means minority investments with a joint venture pursuant to which (i) the Loan Parties sell generators and any equipment or other items ancillary thereto and enter into operations and maintenance agreements with such joint venture and (ii) such joint venture leases such transferred equipment to customers.

"Permitted Liens" means Liens permitted pursuant to Section 6.02.

"Permitted Payments to Parent" means payments by any Loan Party to Parent in amounts reasonably necessary to fund costs and expenses of maintaining Parent's existence and public company status, including (a) costs and expenses of maintaining Parent's listing on any national exchange, (b) directors' fees, (c) filing fees, franchise taxes and similar corporate charges, (d) audit, accounting, legal and other professional fees, (e) costs of preparing and filing reports required by the Securities and Exchange Commission or any applicable securities exchange, (f) insurance premiums, and (g) other customary general corporate overhead expenses of a publicly listed holding company.

"Permitted Tax Distribution Assumptions" means the assumptions and conventions with respect to tax distributions described in the LLC Agreement.

"Permitted Tax Distributions" means pro rata distributions to the owners of the Company, based on the number of units of the Company held by each owner, in an amount that, in the aggregate, are sufficient (a) for each owner (or its direct or indirect owners) to pay (i) U.S. federal, state, local, and non-U.S. Taxes (including estimated Taxes) attributable to their direct or indirect ownership of the Company and its Subsidiaries for each taxable year and (ii) any amount payable as a result of a partnership adjustment with respect to which an election under Section 6226 of the Code (or any similar provisions of state, local, or non-U.S. Law) is made, and (b) after taking into account the distributions under clause (a) (and without duplication of such amounts), for Parent to satisfy all of its obligations under the Tax Receivable Agreement after satisfying Parent's actual U.S. federal, state, local, and non-U.S. tax liabilities. The amount required for purposes of clause (a) with respect to each owner or, if applicable, its direct or indirect owners shall be determined in a manner consistent with the Permitted Tax Distribution Assumptions.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"Prepayment Event" means the incurrence by any Loan Party or any Subsidiary of any Indebtedness, other than Indebtedness permitted under Section 6.01.

"Prime Rate" means the rate of interest last quoted by *The Wall Street Journal* as the "Prime Rate" in the U.S. or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Pro Forma Period" means the period commencing thirty (30) days prior to the date an event is proposed by the Borrower to occur.

"Proceeding" means any claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction.

"Projections" has the meaning assigned to such term in Section 5.01(e).

"Protective Advance" has the meaning assigned to such term in Section 2.04.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning assigned to such term in Section 9.21.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guaranty or grant of the relevant security interest becomes or would become effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualified Equity Interests" means any Equity Interests that are not Disqualified Equity Interests.

"Qualified Hyperscaler" means any Person that (a) operates, directly or through one or more Subsidiaries or Affiliates, large-scale cloud computing, data center or artificial intelligence infrastructure services and (b)(x) has (or whose direct or indirect parent company has), or whose long term senior unsecured Indebtedness has, an Investment Grade Rating from at least two of the three Rating Agencies at the time the applicable contract is entered into, (y) is approved by the Administrative Agent in its Permitted Discretion, or (z) is a Person separately identified to the Administrative Agent in writing prior to the Closing Date.

"Qualifying Investor" means (i) Thomas McAndrew, (ii) Energy Impact Partners LP, and (iii) Clark Thompson.

"Qualifying Owner" means any of the following: (i) any of the Qualifying Investors or their respective Affiliates, (ii) any investment fund or vehicle managed, sponsored or advised by a Qualifying Investor or any Affiliate thereof, and any Affiliate of or successor to any such investment fund or vehicle and (iii) each partner, officer, director, principal or member of the Qualifying Investors or any Affiliate of the Qualifying Investors.

"Rating Agencies" means S&P, Moody's and Fitch Ratings, Inc. (or any successor to the rating agency business of any of the foregoing).

"Recipient" means, as applicable, (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, or any combination thereof (as the context requires).

"Reference Time" with respect to any setting of the then-current Benchmark means (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) if the RFR for such Benchmark is Daily Simple SOFR, then four (4) Business Days prior to such setting or (c) if such Benchmark is not the Term SOFR Rate or Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

"Refinance Indebtedness" has the meaning assigned to such term in Section 6.01(f).

"Register" has the meaning assigned to such term in Section 9.04(b).

"Regulation D" means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation T" means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation X" means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and such Person's Affiliates.

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping of any substance into the environment.

"Relevant Bill and Hold Arrangement" has the meaning assigned to such term in the definition of "Eligible Bill and Hold Generator Equipment."

"Relevant Governmental Body" means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

"Relevant Rate" means (i) with respect to any Term Benchmark Borrowing, the Term SOFR Rate or (ii) with respect to any RFR Borrowing, the Daily Simple SOFR, as applicable.

"Report" means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the assets of the Loan Parties from information furnished by or on behalf of the Borrowers, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

"Required Lenders" means, subject to Section 2.20, (a) at any time prior to the earlier of the Loans becoming due and payable pursuant to Article VII or the Commitments terminating or expiring, Lenders having Credit Exposures and Unfunded Commitments representing more than 50% of the sum of the Aggregate Credit Exposure and Unfunded Commitments at such time; and (b) for all purposes after the Loans become due and payable pursuant to Article VII or the Commitments expire or terminate, Lenders having Credit Exposures representing more than 50% of the Aggregate Credit Exposure at such time; provided that, at any time there are at least two (2) unaffiliated Lenders, Required Lenders shall require at least two unaffiliated Lenders.

"Requirement of Law" means, with respect to any Person, (a) the charter, articles or certificate of organization or incorporation, bylaws, or operating, management or partnership agreement, or other organizational or governing documents of such Person and (b) any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any arbitrator or court or other Governmental Authority (including Environmental Laws), in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Reserves" means any and all reserves which the Administrative Agent deems necessary, in its Permitted Discretion, to maintain (including, without limitation, a Borrowing Base reserve, reserves for accrued and unpaid interest on the Secured Obligations, Banking Services Reserves, volatility reserves, reserves for dilution of Accounts, reserves for Swap Agreement Obligations, reserves for contingent liabilities of any Loan Party, reserves for uninsured losses of any Loan Party, reserves for uninsured, underinsured, un-indemnified or under-indemnified liabilities or potential liabilities with respect to any litigation and reserves for taxes, fees, assessments, and other governmental charges) with respect to the Collateral or any Loan Party. Notwithstanding anything herein to the contrary, the Administrative Agent may, in its Permitted Discretion, establish, increase or decrease Reserves, without duplication, against the Borrowing Base or Excess Availability from time to time; provided that (a) so long as no Event of Default exists and is continuing, Reserves shall be implemented with reasonable prior notice to Borrower Representative of at least three (3) Business Days and with a reasonable opportunity for the Borrower Representative to consult with the Administrative Agent with respect thereto during such period and (b) the Administrative Agent shall not establish any Reserve that duplicates any other Reserve or adjustments that

have already been taken into account in determining the Borrowing Base or Excess Availability, as applicable; provided, further, that following the provision of any such prior notice to Borrower Representative (as contemplated by the preceding clause (a)) in respect of any such Reserve, there shall be no making of Loans, issuance, amendment or modification of Letters of Credit or any other extensions of credit hereunder that would result in Excess Availability being less than zero giving effect to such Reserve; provided, further that the foregoing notice requirement shall not apply during the occurrence and continuance of an Event of Default.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the president or Financial Officer of a Borrower.

"Restricted Debt Payment" has the meaning given to such term in Section 6.08(b).

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests or any option, warrant or other right to acquire any such Equity Interests.

"Revolving Borrowing" means Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

"Revolving Commitment" means, with respect to each Lender, the amount set forth on the Commitment Schedule opposite such Lender's name, or in an Assignment and Assumption or other documentation or record (as such term is defined in Section 9-102(a)(70) of the New York Uniform Commercial Code) as provided in Section 9.04(b)(ii)(C), pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable, as such Revolving Commitment may be reduced from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04 or Section 2.09; provided, that at no time shall the Revolving Exposure of any Lender exceed its Revolving Commitment. The initial aggregate amount of the Lenders' Revolving Commitment is $250,000,000.

"Revolving Exposure" means, with respect to any Lender at any time, the sum of (a) the outstanding principal amount of such Lender's Revolving Loans, its LC Exposure and its Swingline Exposure at such time, *plus* (b) an amount equal to its Applicable Percentage of the aggregate principal amount of Protective Advances outstanding at such time.

"Revolving Lender" means, as of any date of determination, a Lender with a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Exposure.

"Revolving Loan" means a Loan made pursuant to Section 2.01.

"RFR Borrowing" means, as to any Borrowing, the RFR Loans comprising such Borrowing.

"RFR Loan" means a Loan that bears interest at a rate based on the Daily Simple SOFR.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"Sale and Leaseback Transaction" has the meaning assigned to such term in Section 6.06.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea Region of Ukraine, Cuba, Iran and North Korea).

"Sanctioned Person" means, at any time, any Person subject or target of any Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons maintained by the U.S. government, including by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, U.S. Department of Commerce, or by the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant Governmental Authority, (b) any Person operating, organized or resident (or deemed to be a resident) in a Sanctioned Country, (c) any Person directly or indirectly owned or controlled by, or acting on behalf of, any such Person or Persons described in the clauses (a), (b) or (d) of this definition (including, without limitation for purposes of defining a Sanctioned Person, as ownership and control may be defined and/or established in and/or by any applicable laws, rules, regulations, or orders), or (d) any Person otherwise the subject of any Sanctions.

"Sanctions" means all economic or financial sanctions, sectoral sanctions, trade embargoes or similar restrictions and anti-terrorism laws imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant Governmental Authority.

"SAWS" means the San Antonio Water System.

"SEC" means the Securities and Exchange Commission of the U.S.

"Secured Obligations" means all Obligations, together with all (a) Banking Services Obligations and (b) Swap Agreement Obligations, in each case, owing to one or more Lenders or their respective Affiliates; provided, however, that the definition of "Secured Obligations" shall not create any guarantee by any Guarantor of (or grant of security interest by any Guarantor to support, as applicable) any Excluded Swap Obligations of such Guarantor for purposes of determining any obligations of any Guarantor.

"Secured Parties" means (a) the Administrative Agent, (b) the Lenders, (c) each Issuing Bank, (d) each provider of Banking Services, to the extent the Banking Services Obligations in respect thereof constitute Secured Obligations, (e) each counterparty to any Swap Agreement, to the extent the obligations thereunder constitute Secured Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (g) the successors and assigns of each of the foregoing.

"Security Agreement" means that certain Pledge and Security Agreement (including any and all supplements thereto), dated as of the date hereof, among the Loan Parties and the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, and any other pledge or security agreement entered into to secure the Secured Obligations, after the date of this Agreement by any other Loan Party (as required by this Agreement or any other Loan Document) or any other Person for the benefit of the Administrative Agent and the other Secured Parties.

"Settlement" has the meaning assigned to such term in Section 2.05(c).

"Settlement Date" has the meaning assigned to such term in Section 2.05(c).

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Determination Date" has the meaning specified in the definition of "Daily Simple SOFR".

"SOFR Rate Day" has the meaning specified in the definition of "Daily Simple SOFR".

"Specified Account Debtor" means each Account Debtor listed on Schedule 1.01 (as may be supplemented in writing from time to time, with the consent of the Administrative Agent acting in its Permitted Discretion).

"Specified JV" means the joint venture described to the Administrative Agent in writing prior to the Closing Date.

"Statements" has the meaning assigned to such term in Section 2.18(f).

"Subordinated Debt" means indebtedness incurred by any Loan Party subordinated to all of the Loan Parties' Obligations (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Required Lenders entered into between Agent and the other creditor), on terms and in amounts acceptable to the Required Lenders.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent and/or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any direct or indirect subsidiary of the Company or a Loan Party, as applicable.

"Supported QFC" has the meaning assigned to such term in Section 9.21.

"Swap Agreement" means any agreement with respect to any swap, forward, spot, future, collar, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrowers or the Subsidiaries shall be a Swap Agreement.

"Swap Agreement Obligations" means any and all obligations of the Loan Parties and their Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder with a Lender or an Affiliate of a Lender, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction permitted hereunder with a Lender or an Affiliate of a Lender.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act or any rules or regulations promulgated thereunder.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the total Swingline Exposure at such time.

"Swingline Lender" means JPMCB (or any of its designated branch offices or affiliates), in its capacity as lender of Swingline Loans hereunder. Any consent required of the Administrative Agent or an Issuing Bank shall be deemed to be required of the Swingline Lender and any consent given by JPMCB in its capacity as Administrative Agent or Issuing Bank shall be deemed given by JPMCB in its capacity as Swingline Lender.

"Swingline Loan" has the meaning assigned to such term in Section 2.05(a).

"Syndication Agent" means JPMorgan Chase Bank, N.A.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Tax Receivable Agreement" means that certain Tax Receivable Agreement, to be dated as of June 11, 2026, by and among Parent, the Company and the other parties thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and the terms of this Agreement.

"Term Benchmark" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate (other than ABR Loans bearing interest based on clause (c) of the definition of Alternate Base Rate).

"Term SOFR Determination Day" has the meaning assigned to such term under the definition of Term SOFR Reference Rate.

"Term SOFR Rate" means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator; provided that if the Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

"Total Assets" means, at any date, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of such Person at such date.

"Total Indebtedness" means, at any date, the aggregate principal amount of all Indebtedness of the Company and the other Loan Parties at such date, determined on a consolidated basis.

"Transactions" means the execution, delivery and performance by the Borrowers of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Term SOFR Rate, the Daily Simple SOFR or the ABR.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or in any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"UK Financial Institutions" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfinanced Capital Expenditures" means, for any period, Capital Expenditures made during such period which are not financed from the proceeds of any Indebtedness (other than the Revolving Loans; it being understood and agreed that, to the extent any Capital Expenditures are financed with Revolving Loans, such Capital Expenditures shall be deemed Unfinanced Capital Expenditures).

"Unfunded Commitment" means, with respect to each Lender, the Revolving Commitment of such Lender less its Revolving Exposure.

"Unliquidated Obligations" means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (a) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (b) any other obligation (including any guarantee) that is contingent in nature at such time; or (c) an obligation to provide collateral to secure any of the foregoing types of obligations.

"U.S." means the United States of America.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Special Resolution Regime" has the meaning assigned to such term in Section 9.21.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (*e.g.*, a "Revolving Loan") or by Type (*e.g.*, a "Term Benchmark Loan" or an "RFR Loan") or by Class and Type (*e.g.*, a "Term Benchmark Revolving Loan" or an "RFR Revolving Loan"). Borrowings also may be classified and referred to by Class (*e.g.*, a "Revolving Borrowing") or by Type (*e.g.*, a "Term Benchmark Borrowing" or an "RFR Borrowing") or by Class and Type (*e.g.*, a "Term Benchmark Revolving Borrowing" or an "RFR Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and

interpretations thereunder having the force of law or with which affected Persons customarily comply) and all judgments, orders and decrees of all Governmental Authorities. The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference in any definition to the phrase "at any time" or "for any period" shall refer to the same time or period for all calculations or determinations within such definition, and (g) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP.

(a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if after the date hereof there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Borrower Representative notifies the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of such change in GAAP or in the application thereof (or if the Administrative Agent notifies the Borrower Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such migration or change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Financial Accounting Standards Board Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Company or any Subsidiary at "fair value", as defined therein and (ii) without giving effect to any treatment of Indebtedness under Financial Accounting Standards Board Accounting Standards Codification 470-20 or 2015-03 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(b) Notwithstanding anything to the contrary contained in Section 1.04(a) or in the definition of "Capital Lease Obligations," any change in accounting for leases pursuant to GAAP resulting from the adoption of Financial Accounting Standards Board Accounting Standards Update No. 2016-02, Leases (Topic 842) ("FAS 842"), to the extent such adoption would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on December 31, 2015, such lease shall not be considered a capital lease, and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.

SECTION 1.05. Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.14(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.06. [Reserved].

SECTION 1.07. Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit available to be drawn at such time; provided that with respect to any Letter of Credit that, by its terms, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms in the governing rules or law or of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrowers and each Lender shall remain in full force and effect until the Issuing Banks and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

SECTION 1.08. Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II
THE CREDITS

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender severally (and not jointly) agrees to make Revolving Loans in dollars to the Borrowers from time to time during the Availability Period in an aggregate principal amount that will not result in (i) such Lender's Revolving Exposure exceeding such Lender's Revolving Commitment or (ii) Excess Availability (after giving effect to such Loan) being less than $0, subject to the Administrative Agent's authority, in its sole discretion, to make Protective Advances pursuant to the terms of Sections 2.04 and 2.05. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Any Protective Advance and any Swingline Loan shall be made in accordance with the procedures set forth in Sections 2.04 and 2.05.

(b) Subject to Section 2.14, each Borrowing shall be comprised entirely of ABR Loans or Term Benchmark Loans as the Borrower Representative may request in accordance herewith. Each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.14, 2.15, 2.16 and 2.17 shall apply to such Affiliate to the same extent as to such Lender); provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $250,000 and not less than $500,000. ABR Borrowings may be in any amount. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of seven (7) Term Benchmark Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower Representative shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the Borrower Representative shall notify the Administrative Agent of such request either in writing (delivered by hand or fax) by delivering a Borrowing Request signed by a Responsible Officer of the Borrower Representative or through Electronic System if arrangements for doing so have been approved by the Administrative Agent (or if an Extenuating Circumstance shall exist, by telephone) not later than (a) in the case of a Term Benchmark Borrowing, 10:00 a.m., Chicago time, three (3) U.S. Government Securities Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, 11:00 a.m., Chicago time, on the date of the proposed Borrowing; provided that any such notice of an ABR Revolving Borrowing to finance the

reimbursement of an LC Disbursement as contemplated by Section 2.06(e) may be given not later than 8:00 a.m., Chicago time, on the date of such proposed Borrowing. Each such Borrowing Request shall be irrevocable and each such telephonic Borrowing Request, if permitted, shall be confirmed immediately upon the cessation of the Extenuating Circumstance by hand delivery, facsimile or a communication through Electronic System to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by a Responsible Officer of the Borrower Representative. Each such written (or if permitted, telephonic) Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing; and

(iv) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the applicable Borrower(s) shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Protective Advances.

(a) Subject to the limitations set forth below, the Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Administrative Agent's sole discretion (but shall have absolutely no obligation to), to make Loans to the Borrowers, on behalf of all Lenders, which the Administrative Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (iii) to pay any other amount chargeable to or required to be paid by the Borrowers pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums payable under the Loan Documents (any of such Loans are herein referred to as "Protective Advances"); provided that, the aggregate amount of Protective Advances outstanding at any time shall not exceed 10% of Availability; provided further that, the Aggregate Revolving Exposure after giving effect to the Protective Advances being made shall not exceed the Aggregate Revolving Commitment. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. The Protective Advances shall be secured by the Liens in favor of the Administrative Agent in and to the Collateral and shall constitute Obligations hereunder. All Protective Advances shall be ABR Borrowings. The making of a Protective Advance on any one occasion shall not obligate the Administrative Agent to make any Protective Advance on any other occasion. The Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent's receipt thereof. At any time that there is sufficient Excess Availability and the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the Revolving Lenders to make a Revolving Loan to repay a Protective Advance. At any other time the Administrative Agent may require the Lenders to fund their risk participations described in Section 2.04(b).

(b) Upon the making of a Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default), each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Administrative Agent, without recourse or warranty, an undivided interest and participation in such Protective Advance in proportion to its Applicable Percentage. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Protective Advance.

SECTION 2.05. Swingline Loans.

(a) The Administrative Agent, the Swingline Lender and the Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Borrowing, the Swingline Lender may elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the Revolving Lenders and in the amount requested, same day funds to the Borrowers on the date of the applicable Borrowing to the Funding Account (each such Loan made solely by the Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a "Swingline Loan"), with settlement among them as to the Swingline Loans to take place on a periodic basis as set forth in Section 2.05(c). Each Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Loans funded by the Revolving Lenders, except that all payments thereon shall be payable to the Swingline Lender solely for its own account. The Swingline Lender shall not make any Swingline Loan if, after giving effect to such Swingline Loan, Excess Availability would be less than $0. All Swingline Loans shall be ABR Borrowings.

(b) Upon the making of a Swingline Loan (whether before or after the occurrence of a Default and regardless of whether a Settlement has been requested with respect to such Swingline Loan), each Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Swingline Lender, without recourse or warranty, an undivided interest and participation in such Swingline Loan in proportion to its Applicable Percentage of the Revolving Commitment. The Swingline Lender may, at any time, require the Revolving Lenders to fund their participations. From and after the date, if any, on which any Revolving Lender is required to fund its participation in any Swingline Loan purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Swingline Loan.

(c) The Administrative Agent, on behalf of the Swingline Lender, shall request settlement (a "Settlement") with the Revolving Lenders on at least a weekly basis or more frequently as the Administrative Agent elects, by notifying the Revolving Lenders of such requested Settlement by facsimile, telephone, or e-mail no later than 11:00 a.m., Chicago time on the date of such requested Settlement (the "Settlement Date"). Each Revolving Lender (other than the Swingline Lender, in the case of the Swingline Loans) shall transfer the amount of such Revolving Lender's Applicable Percentage of the outstanding principal amount of the applicable Loan with respect to which Settlement is requested to the Administrative Agent, to such account of the Administrative Agent as the Administrative Agent may designate, not later than 1:00 p.m., Chicago time, on such Settlement Date. Settlements may occur during the existence of a Default and whether or not the applicable conditions precedent set forth in Section 4.02 have then been satisfied. Such amounts transferred to the Administrative Agent shall be applied against the amounts of the Swingline Lender's Swingline Loans and, together with Swingline Lender's Applicable Percentage of such Swingline Loan, shall constitute Revolving Loans of such Revolving Lenders, respectively. If any such amount is not transferred to the Administrative Agent by any Revolving Lender on such Settlement Date, the Swingline Lender shall be entitled to recover from such Lender on demand such amount, together with interest thereon, as specified in Section 2.07.

SECTION 2.06. Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower Representative may request any Issuing Bank to issue Letters of Credit denominated in dollars as the applicant thereof for the support of its or its Subsidiaries' obligations, in a form reasonably acceptable to such Issuing Bank, at any time and from time to time during the Availability Period.

(b) Notice of Issuance, Amendment, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment or extension of an outstanding Letter of Credit), the Borrower Representative shall deliver by hand or facsimile (or transmit through Electronic System, if arrangements for doing so have been approved by the respective Issuing Bank) to an Issuing Bank selected by it and to the Administrative Agent (prior to 8:00 am, Chicago time, at least three (3) Business Days prior to the requested date of issuance, amendment, or extension (or such shorter period as the applicable Issuing Bank may agree in its sole discretion)) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended or extended, and specifying the date of issuance, amendment or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend or extend such Letter of Credit. In addition, as a condition to any such Letter of Credit issuance, the applicable Borrower shall have entered into a continuing agreement (or other letter of credit agreement) for the issuance of letters of credit and/or shall submit a letter of credit application, in each case, as required by the respective Issuing Bank and using such Issuing Bank's standard form (each, a "Letter of Credit Agreement"). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Letter of Credit Agreement, the terms and conditions of this Agreement shall control. A Letter of Credit shall be issued, amended or extended only if (and upon issuance, amendment or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment or extension (i) the aggregate LC Exposure shall not exceed the Aggregate Revolving Commitment, (ii) no Revolving Lender's Revolving Exposure shall exceed its Revolving Commitment and (iii) Excess Availability shall not be less than $0. Notwithstanding the foregoing or anything to the contrary contained herein, no Issuing Bank shall be obligated to issue or modify any Letter of Credit if, immediately after giving effect thereto, the outstanding LC Exposure in respect of all Letters of Credit issued by such Person and its Affiliates would exceed such Issuing Bank's Issuing Bank Sublimit. Without limiting the foregoing and without affecting the limitations contained herein, it is understood and agreed that the Borrower Representative may from time to time request that an Issuing Bank issue Letters of Credit in excess of its individual Issuing Bank Sublimit in effect at the time of such request, and each Issuing Bank agrees to consider any such request in good faith. Any Letter of Credit so issued by an Issuing Bank in excess of its individual Issuing Bank Sublimit then in effect shall nonetheless constitute a Letter of Credit for all purposes of this Agreement, and shall not affect the Issuing Bank Sublimit of any other Issuing Bank, subject to the limitations on the aggregate LC Exposure set forth in clause (i) of this Section 2.06(b).

An Issuing Bank shall not be under any obligation to issue, amend or extend any Letter of Credit if:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing, amending or extending such Letter of Credit, or request that such Issuing Bank refrain from issuing, amending or extending such Letter of Credit, or any Requirement of Law relating to such Issuing Bank or any request or directive (whether or

not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, the issuance, amendment or extension of letters of credit generally or such Letter of Credit in particular, or any such order, judgment or decree, or law shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital or liquidity requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which such Issuing Bank in good faith deems material to it, or

(ii) the issuance, amendment or extension of such Letter of Credit would violate one or more policies of such Issuing Bank applicable to letters of credit generally.

(c) Expiration Date. Without the written consent of the applicable Issuing Bank, each Letter of Credit shall expire (or be subject to termination or non-renewal by notice from such Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any extension of the expiration date thereof, including, without limitation, any automatic renewal provision, one year after such extension) and (ii) the date that is five Business Days prior to the Maturity Date; provided that, (x) if the applicable Issuing Bank consents, any Letter of Credit may extend beyond the date specified in Section 2.06(c)(ii), but not beyond one year after such extension if the applicable Borrower deposits an amount in cash equal to 103% of the face value of each such Letter of Credit (together with any interest or fees due thereon) with such Issuing Bank concurrently with the extension that causes the expiration date of such Letter of Credit to extend beyond the date specified in Section 2.06(c)(ii) on terms reasonably satisfactory to the Administrative Agent and the Issuing Bank and pursuant to documentation reasonably satisfactory to the Administrative Agent and the Issuing Bank and (y) the applicable Issuing Bank shall be entitled (but shall not be required) to object to the renewal of such Letter of Credit if any condition set forth in Section 4.02 is not met during the period such Issuing Bank is permitted, pursuant to the terms of the applicable Letter of Credit, to object to the auto-renewal of such Letter of Credit.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount or extending the term thereof) and without any further action on the part of the applicable Issuing Bank or the Revolving Lenders, such Issuing Bank hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the respective Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrowers on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrowers for any reason, including after the Maturity Date. Each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrowers shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 11:00 a.m., Chicago time, on (i) the Business Day that the Borrower Representative receives notice of such LC Disbursement, if such notice is received prior to 9:00 a.m., Chicago time, on the day of receipt, or (ii) the Business Day immediately following the day that the Borrower Representative receives such notice, if such notice is received after 9:00 a.m. Chicago

time, on the day of receipt; provided that the Borrowers may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Borrowing in an equivalent amount and, to the extent so financed, the Borrowers' obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing. If the Borrowers fail to make such payment when due, the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due from the Borrowers in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrowers, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the respective Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrowers pursuant to this paragraph, the Administrative Agent shall distribute such payment to the respective Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank, as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans as contemplated above) shall not constitute a Loan and shall not relieve the Borrowers of their obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrowers' obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) any payment by the respective Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. Neither the Administrative Agent, the Revolving Lenders, nor any Issuing Bank or any of their respective Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, document, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms, any error in translation or any consequence arising from causes beyond the control of the respective Issuing Bank; provided that the foregoing shall not be construed to excuse an Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by any Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The Issuing Bank for any Letter of Credit shall, within the time allowed by applicable law or the specific terms of the Letter of Credit following its receipt thereof, examine all documents purporting to represent a demand for payment under such Letter of Credit. Such Issuing Bank shall promptly after such examination notify the Administrative Agent and the applicable Borrower by telephone (confirmed through Electronic Systems) of such demand for payment if such Issuing Bank has made or will make an LC Disbursement thereunder; provided that such notice need not be given prior to payment by such Issuing Bank and any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the Issuing Bank for any Letter of Credit shall make any LC Disbursement, then, unless the Borrowers shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans and such interest shall be due and payable on the date when such reimbursement is payable; provided that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank for such LC Disbursement shall be for the account of such Lender to the extent of such payment. Letters of Credit that have not been drawn upon shall not bear interest but shall instead be subject to fees in accordance with Section 2.12.

(i) Replacement and Resignation of an Issuing Bank.

(i) An Issuing Bank may be replaced at any time by written agreement among the Borrower Representative, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Revolving Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (A) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued by it thereafter and (B) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit or extend or otherwise amend any existing Letter of Credit.

(ii) Subject to the appointment and acceptance of a successor Issuing Bank, any Issuing Bank may resign as an Issuing Bank at any time upon thirty days' prior written notice to the Administrative Agent, the Borrower Representative and the Lenders, in which case, such resigning Issuing Bank shall be replaced in accordance with Section 2.06(i)(i) above.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower Representative receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Revolving Lenders with LC Exposure representing greater than 50% of the aggregate LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Borrowers shall deposit in an account or accounts with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders (the "LC Collateral Account"), an amount in cash equal to 103% of the amount of the LC Exposure as of

such date *plus* accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to any Borrower described in clause (h) or (i) of Article VII. Such Borrower also shall deposit cash collateral in accordance with this paragraph as and to the extent required by Sections 2.10(b), 2.11(b) or 2.20. Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations. In addition, and without limiting the foregoing or paragraph (c) of this Section, if any LC Exposure remains outstanding after the expiration date specified in clauses (i) or (ii) of paragraph (c), the Borrowers shall immediately deposit in the LC Collateral Account an amount in cash equal to 103% of the face value of each such Letter of Credit that extends beyond the expiration date specified in said paragraph (c) as of such date *plus* any accrued and unpaid fees or interest thereon. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the LC Collateral Account and the Borrowers hereby grant the Administrative Agent a security interest in the LC Collateral Account and all money or other assets on deposit therein or credited thereto. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in the LC Collateral Account. Moneys in the LC Collateral Account shall be applied by the Administrative Agent to reimburse each Issuing Bank for LC Disbursements for which it has not been reimbursed, together with related reasonable documented out of pocket fees, costs, and customary processing charges, and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Revolving Lenders with LC Exposure representing greater than 50% of the aggregate LC Exposure), be applied to satisfy other Secured Obligations. If the Borrowers are required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrowers within three (3) Business Days after all such Events of Default have been cured or waived as confirmed in writing by the Administrative Agent.

(k) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section, report in writing to the Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, and amendments, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends or extends any Letter of Credit, the date of such issuance, amendment or extension, and the stated amount of the Letters of Credit issued, amended or extended by it and outstanding after giving effect to such issuance, amendment or extension (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date and amount of such LC Disbursement, (iv) on any Business Day on which any Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount of such LC Disbursement, and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(l) Letters of Credit Issued for Account of Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the "account party," "applicant," "customer," "instructing party," or the like of or for such Letter of Credit, and without derogating from any rights of the applicable Issuing Bank (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Borrowers (i) shall reimburse, indemnify and compensate the applicable Issuing Bank hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of a Borrower and (ii) irrevocably waive any and all defenses that

might otherwise be available to them as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. Each Borrower hereby acknowledges that the issuance of such Letters of Credit for its Subsidiaries inures to the benefit of the Borrowers, and that each Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.07. Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by such Lender hereunder on the proposed date thereof solely by wire transfer of immediately available funds by 1:00 p.m., Chicago time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage; provided that Swingline Loans shall be made as provided in Section 2.05. The Administrative Agent will make such Loans available to the Borrower Representative by promptly crediting the funds so received in the aforesaid account of the Administrative Agent to the Funding Account; provided that ABR Revolving Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank and (ii) a Protective Advance shall be retained by the Administrative Agent.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers each severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of the Borrowers, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing, provided, that any interest received from a Borrower by the Administrative Agent during the period beginning when Administrative Agent funded the Borrowing until such Lender pays such amount shall be solely for the account of the Administrative Agent.

SECTION 2.08. Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower Representative may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify the Administrative Agent of such election either in writing (delivered by hand or electronic mail) by delivering an Interest Election Request signed by a Responsible Officer of the Borrower Representative, or through Electronic System if arrangements for doing so have been approved by the Administrative Agent (or if an

Extenuating Circumstance shall exist, by telephone) by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable and each such telephonic Interest Election Request, if permitted, shall be confirmed immediately upon the cessation of the Extenuating Circumstance by hand delivery or Electronic System to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by a Responsible Officer of the Borrower Representative.

(c) Each written (or if permitted, telephonic) Interest Election Request (including requests submitted through Electronic System) shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing; and

(iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Representative, then, so long as a Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term Benchmark Borrowing or an RFR Borrowing and (ii) unless repaid, each Term Benchmark Borrowing and each RFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period or Interest Payment Date applicable thereto.

SECTION 2.09. Termination of Commitments.

(a) Unless previously terminated, the Revolving Commitments shall terminate on the Maturity Date.

(b) The Borrowers may at any time terminate the Revolving Commitments upon Payment in Full of the Secured Obligations. The Borrowers may from time to time reduce the Revolving Commitments; provided that (i) each reduction of the Revolving Commitments shall be in an amount that is an integral multiple of $1,000,000 and (ii) the Borrowers shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent repayment and/or prepayment of the Revolving Loans in accordance with Section 2.10 and Section 2.11, respectively, Excess Availability would be less than $0.

(c) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities or other transactions providing for Payment in Full of the Secured Obligations specified therein, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Commitments shall be permanent. Each reduction of the Revolving Commitments shall be made ratably among the Lenders in accordance with their respective Revolving Commitments.

SECTION 2.10. Repayment and Amortization of Loans; Evidence of Debt.

(a) The Borrowers hereby unconditionally promise to pay (i) to the Administrative Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan on the Maturity Date, (ii) to the Administrative Agent the then unpaid amount of each Protective Advance on the earlier of the Maturity Date and demand by the Administrative Agent and (iii) each Swingline Loan to the extent not refinanced with Revolving Loans on the Maturity Date.

(b) If a Cash Dominion Trigger Period is in effect (but without any notice required to any Borrower), on each Business Day, the Administrative Agent shall apply all funds credited to the Collection Account on the immediately preceding Business Day, first to prepay any Protective Advances that may be outstanding, second to prepay the Revolving Loans (including Swingline Loans) and third, to cash collateralize outstanding LC Exposure. Notwithstanding the foregoing, to the extent any funds credited to the Collection Account constitute Non-Permitted Debt Proceeds, the application of such Non-Permitted Debt Proceeds shall be subject to Section 2.11(c).

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Obligations of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein absent manifest error; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form reasonably acceptable to the Administrative Agent and the Borrowers. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form.

SECTION 2.11. Prepayment of Loans.

(a) The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (d) of this Section and, if applicable, payment of any break funding expenses under Section 2.16.

(b) In the event and on such occasion that Excess Availability is less than $0 (without duplication of Reserves deducted in computing the Borrowing Base), the Borrowers shall prepay, on demand, the Revolving Loans, LC Exposure and/or Swingline Loans or cash collateralize the LC Exposure in an account with the Administrative Agent pursuant to Section 2.06(j), as applicable in an aggregate amount required to cause Excess Availability to not be less than $0.

(c) In the event and on each occasion that any proceeds are received by or on behalf of any Loan Party or any Subsidiary in respect of any Prepayment Event (such proceeds, "Non-Permitted Debt Proceeds"), the Borrowers shall, immediately after such Non-Permitted Debt Proceeds are received by any Loan Party or any Subsidiary, prepay the Obligations and cash collateralize the LC Exposure as set forth in Section 2.11(d) below in an aggregate amount equal to 100% of such Non-Permitted Debt Proceeds.

(d) (i) All prepayments made pursuant to Section 2.11(a) shall be applied if made with respect to the Revolving Loans or the Swingline Loans, to prepay such Loans in accordance with the Lenders' respective Applicable Percentages without a corresponding reduction in the Revolving Commitments or the Swingline Commitment, as applicable and to cash collateralize outstanding LC Exposure.

(ii) All such amounts pursuant to Section 2.11(c) shall be applied, first to prepay any Protective Advances that may be outstanding, pro rata, and second to prepay the Revolving Loans (including Swingline Loans) without a corresponding reduction in the Revolving Commitments or the Swingline Commitment, as applicable and to cash collateralize outstanding LC Exposure.

(e) The Borrower Representative shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) by telephone (confirmed by fax) or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, of any prepayment under Section 2.11(a) not later than (i) 9:00 a.m., Chicago time, (A) in the case of prepayment of a Term Benchmark Revolving Borrowing, three (3) Business Days before the date of prepayment (or such shorter period as the Administrative Agent may agree), or (B) in the case of prepayment of an ABR Revolving Borrowing, one (1) Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Revolving Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included in the prepaid Borrowing. Prepayments shall be accompanied by (x) accrued interest to the extent required by Section 2.13 and (y) break funding payments pursuant to Section 2.16.

SECTION 2.12. Fees.

(a) The Borrowers agree to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the Commitment Fee Rate on the daily amount of the Available Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Revolving Commitments terminate, provided that, for purposes of calculating such commitment fee, outstanding Swingline Loans shall be excluded from the determination of Aggregate Revolving Exposure. Commitment fees accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the fifteenth (15th) day following such last day and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any commitment fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day and the last day of each period but excluding the date on which the Revolving Commitments terminate).

(b) The Borrowers agree to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in each outstanding Letter of Credit, which shall accrue on the daily maximum stated amount then available to be drawn under such Letter of Credit at the same Applicable Rate used to determine the interest rate applicable to Term Benchmark Revolving Loans during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank for its own account a fronting fee with respect to each Letter of Credit issued by such Issuing Bank, which shall accrue at the rate of 0.125% per annum on the daily maximum stated amount then available to be drawn under such Letter of Credit, during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure with respect to Letters of Credit issued by such Issuing Bank, as well as such Issuing Bank's standard fees and commissions with respect to the issuance, amendment or extension of any Letter of Credit and other processing fees, and other standard costs and charges, of such Issuing Bank relating to Letters of Credit as from time to time in effect. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the fifteenth (15th) day following such last day commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) The Borrowers agree to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in dollars in immediately available funds, to the Administrative Agent (or to an Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.13. Interest.

(a) The Loans comprising ABR Borrowings (including all Swingline Loans) shall bear interest at the ABR *plus* the Applicable Rate.

(b) The Loans comprising each Term Benchmark Borrowing shall bear interest at the Term SOFR Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Rate. Each RFR Loan shall bear interest at a rate per annum equal to the Daily Simple SOFR *plus* the Applicable Rate.

(c) Each Protective Advance shall bear interest at the ABR *plus* the Applicable Rate for ABR Loans *plus* 2%.

(d) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default, the Administrative Agent or the Required Lenders may, at their option, by notice to the Borrower Representative (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 9.02 requiring the consent of "each Lender directly and adversely affected thereby" for reductions in interest rates), declare that (i) all Loans shall bear interest at 2% *plus* the rate otherwise applicable to such Loans as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount outstanding hereunder, such amount shall accrue at 2% *plus* the rate applicable to such fee or other obligation as provided hereunder; provided that, during the occurrence and continuance of an Event of Default under clauses (a), (h), (i) or (j) of Article VII, no such election of the Required Lenders shall be required and the foregoing default rate interest under this Section 2.13(d) shall automatically apply.

(e) Accrued interest on each Loan (for ABR Loans, accrued through the last day of the prior calendar quarter) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) Interest computed by reference to the Term SOFR Rate or Daily Simple SOFR and the Alternate Base Rate shall be computed on the basis of a year of 360 days except interest computed by reference to the Alternate Base Rate only at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year). In each case interest shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. A determination of the applicable Alternate Base Rate, Daily Simple SOFR or Term SOFR Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.14. Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 2.14, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Daily Simple SOFR; or

(ii) the Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period or (B) at any time, the Daily Simple SOFR will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing;

then the Administrative Agent shall give notice thereof to the Borrower Representative and the Lenders through Electronic System as provided in Section 9.01 as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrowers delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (1) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for (x) an RFR Borrowing so long as the Daily Simple SOFR is not also the subject of Section 2.14(a)(i) or (ii) above or (y) an ABR Borrowing if the Daily Simple SOFR also is the subject of Section 2.14(a)(i) or (ii) above and (2) any Borrowing Request that requests an RFR Borrowing shall instead be deemed to be a Borrowing Request, as applicable, for an ABR Borrowing; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Borrower Representative's receipt of the notice from the Administrative Agent referred to in this Section 2.14(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until (x) the Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrowers deliver a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing so long as the Daily Simple SOFR is not also the subject of Section 2.14(a)(i) or (ii) above, on such day, or (y) an ABR Loan if the Daily Simple SOFR also is the subject of Section 2.14(a)(i) or (ii) above, on such day, and (2) any RFR Loan shall on and from such day be converted by the Administrative Agent to, and shall constitute an ABR Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Agreement shall be deemed not to be a "Loan Document" for purposes of this Section 2.14), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower Representative and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.14.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to (A) an RFR Borrowing so long as the Daily Simple SOFR is not the subject of a Benchmark Transition Event or (B) an ABR Borrowing if the Daily Simple SOFR is the subject of a Benchmark Transition Event or (2) any such request for an RFR Borrowing into a request for an ABR Borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.14(f), (1) any Term Benchmark Loan shall on the

last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, (x) an RFR Loan so long as the Daily Simple SOFR is not the subject of a Benchmark Transition Event, on such day or (y) an ABR Loan if the Daily Simple SOFR is the subject of a Benchmark Transition Event, on such day and (2) any RFR Loan shall on and from such day be converted by the Administrative Agent to, and shall constitute an ABR Loan.

SECTION 2.15. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender or Issuing Bank;

(ii) impose on any Lender or Issuing Bank or the applicable offshore interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender, Issuing Bank or other Recipient of making, continuing, converting into or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender, Issuing Bank or other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, Issuing Bank or other Recipient hereunder (whether of principal, interest or otherwise), then the Borrowers will pay to such Lender, Issuing Bank or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, Issuing Bank or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments of, or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the Borrowers will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender or Issuing Bank, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or Issuing Bank, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.16. Break Funding Payments.

(a) With respect to Loans that are not RFR Loans, in the event of (i) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(e) and is revoked in accordance therewith), or (iv) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.19 or 9.03(d), then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(b) With respect to RFR Loans, in the event of (i) the payment of any principal of any RFR Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the failure to borrow or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(e) and is revoked in accordance therewith) or (iii) the assignment of any RFR Loan other than on the Interest Payment Date applicable thereto as a result of a request by the Borrowers pursuant to Section 2.19 or 9.03(d), then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

SECTION 2.17. Withholding of Taxes; Gross-Up.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made for Indemnified Taxes (including such deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties. Without duplication of any Loan Party's obligations under Sections 2.17(a) and 2.17(d) and the Guarantors' obligations under Section 10.09, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Loan Party by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to setoff and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Representative and the Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower Representative or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower Representative and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), an executed copy of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Representative and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, an executed copy of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of a Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to a Borrower as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, an executed copy of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or Exhibit E-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Representative and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower Representative and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to do so. For purposes of this Section 2.17(f), the Administrative Agent shall be treated as a Lender and required to deliver documentation to the Borrower Representative as if it were a Lender.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph (g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person. Solely for purposes of this Section 2.17(g), references to "this Section" shall also include a reference to Section 10.09.

(h) Survival. Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document (including Payment in Full of the Secured Obligations).

(i) Defined Terms. For purposes of this Section 2.17 the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.18. Payments Generally; Allocation of Proceeds; Sharing of Setoffs.

(a) The Borrowers shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to 2:00 p.m., New York City time, on the date when due or the date fixed for any prepayment hereunder, in immediately available funds, without setoff, recoupment or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 10 South Dearborn Street, Floor L2, Chicago, Illinois, except payments to be made directly to an Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Unless otherwise provided for herein, if any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) All payments and any proceeds of Collateral received by the Administrative Agent (i) not constituting (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrowers), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from the Collection Account while a Cash Dominion Trigger Period is in effect (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements then due to the Administrative Agent and the Issuing Banks from the Borrowers (other than in connection with Banking Services Obligations or Swap Agreement Obligations), second, to pay any fees, indemnities, or expense reimbursements then due to the Lenders from the Borrowers (other than in connection with Banking Services Obligations or Swap Agreement Obligations), third, to pay interest due in respect of the Protective Advances, fourth, to pay the principal of the Protective Advances, fifth, to pay interest then due and payable on the Loans (other than the Protective Advances) ratably, sixth, to prepay principal on the Loans (other than the Protective Advances) and unreimbursed LC Disbursements, to pay an amount to the Administrative Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Letters of Credit and the aggregate amount of any unpaid LC Disbursements, to be held as cash collateral for such Obligations, and to pay any amounts owing in respect of Swap Agreement Obligations and Banking Services Obligations, in each case up to and including the amount most recently provided to the Administrative Agent pursuant to Section 2.22, for which Reserves have been established, ratably, seventh, to payment of any amounts owing in respect of Banking Services Obligations and Swap Agreement Obligations to the extent not paid pursuant to clause sixth above, and eighth, to the payment of any other Secured Obligation (other than any Unliquidated Obligations) due to the Administrative Agent or any Lender by the Borrowers. Notwithstanding the foregoing, amounts received from any Loan Party shall not be applied to any Excluded Swap Obligation of such Loan Party. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower Representative, or unless an Event of Default is in existence, neither the Administrative Agent nor any Lender shall apply any payment which it receives to any Term Benchmark Loan of a Class, except (x) on the expiration date of the Interest Period applicable thereto or (y) in the event, and only to the extent, that there are no outstanding ABR Loans of the same Class and, in any such event, the Borrowers shall pay the break funding payment required, if any, in accordance with Section 2.16. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

(c) At the election of the Administrative Agent, all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for reasonable documented out of pocket fees, costs and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents, may be paid from the proceeds of Borrowings made hereunder whether made following a request by the Borrower Representative pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of any Borrower maintained with the Administrative Agent. The Borrowers hereby irrevocably authorize (i) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans (including Swingline Loans, but such a Borrowing may only constitute a Protective Advance if it is to reimburse costs, fees and expenses as described in Section 9.03) and that all such Borrowings shall be deemed to have been requested pursuant to Section 2.03, 2.04 or 2.05, as applicable, and (ii) the Administrative Agent to charge any deposit account of any Borrower maintained with the Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents.

(d) If, except as otherwise expressly provided herein, any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other similarly situated Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by all such Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements or Swingline Loans to any assignee or participant, other than to the Borrowers or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received, prior to any date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Banks pursuant to the terms hereof or any other Loan Document (including any date that is fixed for prepayment by notice from the Borrower Representative to the Administrative Agent pursuant to Section 2.11(e)), notice from the Borrower Representative that the Borrowers will not make such payment or prepayment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Banks, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

(f) The Administrative Agent may from time to time provide the Borrowers with account statements or invoices with respect to any of the Secured Obligations (the "Statements"). The Administrative Agent is under no duty or obligation to provide Statements, which, if provided, will be solely for the Borrowers' convenience. Statements may contain estimates of the amounts owed during the relevant billing period, whether of principal, interest, fees or other Secured Obligations. If the Borrowers pay the full amount indicated on a Statement on or before the due date indicated on such Statement, the Borrowers shall not be in default of payment with respect to the billing period indicated on such Statement; provided, that acceptance by the Administrative Agent, on behalf of the Lenders, of any payment that is less than the total amount actually due at that time (including but not limited to any past due amounts) shall not constitute a waiver of the Administrative Agent's or the Lenders' right to receive payment in full at another time.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if the Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.15, or if the Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender becomes a Defaulting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement and other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrowers shall have received the prior written consent of the Administrative Agent (and in circumstances where their consent would be required under Section 9.04, the Issuing Banks and the Swingline Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply. Each party hereto agrees that (x) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower Representative, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (y) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any

such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto. Notwithstanding anything to the contrary in this Agreement, in no event shall break funding payments, if any, pursuant to Section 2.16 be due and payable to any such assignor.

SECTION 2.20. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Revolving Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.18(b) or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank or Swingline Lender hereunder; third, to cash collateralize the LC Exposure with respect to such Defaulting Lender in accordance with this Section; fourth, as the Borrower Representative may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower Representative, to be held in a deposit account and released pro rata in order to (i) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (ii) cash collateralize future LC Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with this Section; sixth, to the payment of any amounts owing to the Lenders, the Issuing Banks or Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Issuing Banks or Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all non-Defaulting Lenders of the applicable Class or Classes on a pro rata basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in the Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure and Swingline Loans are held by the Lenders of the applicable Class or Classes pro rata in accordance with the Commitments without giving effect to clause (d) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto;

(c) such Defaulting Lender shall not have the right to vote on any issue on which voting is required (other than to the extent expressly provided in Section 9.02(b)) and the Commitment and Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.02) or under any other Loan Document; provided, that, except as otherwise provided in Section 9.02, this clause (c) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender directly and adversely affected thereby;

(d) if any Swingline Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender (other than, in the case of a Defaulting Lender that is a Swingline Lender, the portion of such Swingline Exposure referred to in clause (b) of the definition of such term) shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent that such reallocation does not, as to any non-Defaulting Lender, cause such non-Defaulting Lender's Revolving Exposure to exceed its Revolving Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within one (1) Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize, for the benefit of the Issuing Banks, the Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.12(a) and 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any other Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Banks until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, amend, renew, extend or increase any Letter of Credit, unless it is satisfied (acting in good faith) that such Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrowers in accordance with Section 2.20(d), and LC Exposure related to any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(d)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless such Issuing Bank shall have entered into arrangements with the Borrowers or such Lender, satisfactory to such Issuing Bank to defease any risk to it in respect of such Lender hereunder.

In the event that each of the Administrative Agent, the Borrowers and each Issuing Bank agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Commitment and on the date of such readjustment such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 2.21. Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations (including a payment effected through exercise of a right of setoff), the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion), then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.21 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.21 shall survive the termination of this Agreement.

SECTION 2.22. Banking Services and Swap Agreements. Each Lender or Affiliate thereof providing Banking Services for, or having Swap Agreements with, any Loan Party or any Subsidiary or Affiliate of a Loan Party shall deliver to the Administrative Agent, promptly after entering into such Banking Services or Swap Agreements, written notice setting forth the aggregate amount of all Banking Services Obligations and Swap Agreement Obligations of such Loan Party or Subsidiary or Affiliate thereof to such Lender or Affiliate (whether matured or unmatured, absolute or contingent). In addition, each such Lender or Affiliate thereof shall deliver to the Administrative Agent, from time to time after a significant change therein or upon a request therefor, a summary of the amounts due or to become due in respect of such Banking Services Obligations and Swap Agreement Obligations. The most recent information provided to the Administrative Agent shall be used in determining the amounts to be applied in respect of such Banking Services Obligations and/or Swap Agreement Obligations pursuant to Section 2.18(b) and which tier of the waterfall, contained in Section 2.18(b), such Banking Services Obligations and/or Swap Agreement Obligations will be placed. For the avoidance of doubt, so long as JPMCB or its Affiliate is the Administrative Agent, neither JPMCB nor any of its Affiliates providing Banking Services for, or having Swap Agreements with, any Loan Party or any Subsidiary or Affiliate of a Loan Party shall be required to provide any notice described in this Section 2.22 in respect of such Banking Services or Swap Agreements.

SECTION 2.23. Eligible Cash. Notwithstanding the foregoing or anything to the contrary contained herein, so long as (a) no Default or Event of Default has occurred and is continuing and (b) no Cash Dominion Trigger Period is in effect (and such proposed withdrawal would not cause a Cash Dominion Trigger Period to be in effect), Eligible Cash may be withdrawn upon the request of the Borrower Representative, subject to (i) the Borrower Representative's delivery of a pro forma Borrowing Base Certificate concurrently with such transfer or withdrawal, (ii) Eligible Cash being reduced by the amount of such transferred or withdrawn assets and (iii) pro forma Excess Availability (after giving effect to such proposed transfer or withdrawal and the corresponding reduction of Eligible Cash in the Borrowing Base) being not less than $0. Upon such written request and subject to the foregoing conditions, the Administrative Agent shall promptly transfer such liquid assets (or direct such liquid assets to be transferred) as directed by the Borrower Representative and the Borrower Representative shall provide a pro forma Borrowing Base Certificate and information in connection therewith concurrently with such request for release of Eligible Cash.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers. Each Loan Party and each Subsidiary is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and is qualified to do business, and is in good standing, in every jurisdiction where such qualification is required, except with respect to the Borrowers' Subsidiaries, as would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational actions and, if required, actions by equity holders of such Loan Party. Each Loan Document to which each Loan Party is a party has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate in any material respect any Requirement of Law applicable to any Loan Party or any Subsidiary, (c) will not violate or result in a default under any material indenture, agreement or other instrument binding upon any Loan Party or any Subsidiary or the assets of any Loan Party or any Subsidiary, or give rise to a right thereunder to require any payment to be made by any Loan Party or any Subsidiary, except with respect to any violation, default or right as, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect and (d) will not result in the creation or imposition of, or the requirement to create, any Lien on any asset of any Loan Party or any Subsidiary, except Liens created pursuant to the Loan Documents.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Company has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity (solely in the case of the following clause (i)) and cash flows (i) as of and for the fiscal years ended December 31, 2024 and December 31, 2025, reported on by Deloitte and Touche LLP, independent public accountants, and (ii) as of and for the fiscal quarters and the portion of the fiscal year ended September 30, 2025, December 31, 2025 and March 31, 2026 certified by its chief financial officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Company and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to normal year end audit adjustments (all of which, when taken as a whole, would not be materially adverse) and the absence of footnotes in the case of the statements referred to in clause (ii) above; provided that the financial statements contained within or attached to the Form S-1 registration statement filed in connection with the IPO shall be deemed to have satisfied the representation and warranty in this Section 3.04(a).

(b) No event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect, since December 31, 2025.

SECTION 3.05. Properties. (a) As of the date of this Agreement, Schedule 3.05 sets forth the address of each parcel of real property that is owned or leased by any Loan Party. Each of such leases and subleases is valid and enforceable in accordance with its terms and is in full force and effect, and no default by any party to any such lease or sublease exists, in each case, except as would not reasonably be expected to result in a Material Adverse Effect. Each of the Loan Parties and each of its Subsidiaries has good title to, or valid leasehold interests in, all of its material real and personal property (except for Permitted Encumbrances and minor defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and subject to Dispositions permitted under Section 6.05), free of all Liens other than Permitted Liens.

(b) Each Loan Party and each Subsidiary owns, or is licensed to use, all material Intellectual Property used in or otherwise reasonably necessary to its business as currently conducted, and neither the use thereof nor the conduct of their respective businesses by each Loan Party and each Subsidiary infringes in any material respect upon the rights of any other Person. Schedule 3.05 sets forth a complete and accurate listing as of the Effective Date, with respect to each Loan Party and each Material Domestic Subsidiary, of: (i) all patents, trademarks and copyrights owned by such Loan Party or Material Domestic Subsidiary that are issued, registered or subject to applications for registration, as applicable, (ii) all Internet domain names owned by such Loan Party or Material Domestic Subsidiary, (iii) all material exclusive licenses to patents and trademarks that are issued, registered or subject to applications for issuance or registration, as applicable, under which such Loan Party or Material Domestic Subsidiary is the licensee and (iv) all exclusive licenses to copyrights that are registered or subject to applications for registration under which such Loan Party or Material Domestic Subsidiary is the licensee.

SECTION 3.06. Litigation and Environmental Matters. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Loan Party, threatened against or affecting, any Loan Party or any Subsidiary (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve any Loan Document or the Transactions.

(b) Except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) no Loan Party or any Subsidiary has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability and (ii) no Loan Party or any Subsidiary (A) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (B) has become subject to any Environmental Liability, (C) has received notice of any claim with respect to any Environmental Liability or (D) knows of any reasonable basis for any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements; No Default. Except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, each Loan Party and each Subsidiary is in compliance with (i) all Requirements of Law applicable to it or its property and (ii) all material indentures, agreements and other instruments binding upon it or its property. No Default has occurred and is continuing.

SECTION 3.08. Investment Company Status. No Loan Party or any Subsidiary is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each Loan Party and each Subsidiary has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so would not be reasonably expected to result in a Material Adverse Effect.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Accounting Standards Codification No. 715 or subsequent recodification thereof, as applicable) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Accounting Standards Codification No. 715 or subsequent recodification thereof, as applicable) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Plans.

SECTION 3.11. Disclosure. (a) The Loan Parties have disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which any Loan Party or any Subsidiary is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the written reports, financial statements, certificates or other written information furnished by or on behalf of any Loan Party or any Subsidiary to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document, as modified or supplemented by other information so furnished (other than projected financial information, forward looking information and information of a general economic or industry specific nature), taken as a whole (after giving effect to all supplements and updates provided thereto) contained, as of the time it was furnished or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), any misstatement of a material fact or omitted, as of such time, to state any material fact necessary in order to make the statements therein taken as a whole not materially misleading, in light of the circumstances under which they were made. With respect to projected financial information, the Loan Parties represent only that such information, taken as a whole, was prepared in good faith based upon assumptions believed to be reasonable at the time delivered, it being understood that such projections are subject to significant uncertainties and contingencies, and that actual results during the period or periods covered by any such projections may differ significantly from the projected results and such difference may be material, and that no assurance can be given that the projected results will be realized.

(b) As of the Effective Date, to the best knowledge of any Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Effective Date to any Lender in connection with this Agreement is true and correct in all material respects.

SECTION 3.12. Material Agreements. No Loan Party or any Subsidiary is in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (a) any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect or (b) any agreement or instrument evidencing or governing Material Indebtedness.

SECTION 3.13. Solvency. (a) (i) Immediately after the consummation of the Transactions to occur on the Effective Date and (ii) before and after giving effect to each Loan made and each Letter of Credit issued after the date hereof, (1) the fair value of the assets of each Loan Party and its Subsidiaries, taken as a whole, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise; (2) the present fair saleable value of the property of each Loan Party and its Subsidiaries, taken

as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (3) each Loan Party will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (4) each Loan Party and its Subsidiaries, taken as a whole, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted after the Effective Date.

(b) No Loan Party intends to, nor will permit any Subsidiary to, and no Loan Party believes that it and its Subsidiaries, taken as a whole, will, incur debts beyond their ability to pay such debts as they mature, taking into account the timing of and amounts of cash to be received by it or any such Subsidiary and the timing of the amounts of cash to be payable on or in respect of its Indebtedness or the Indebtedness of any such Subsidiary.

SECTION 3.14. Insurance. Schedule 3.14 sets forth a description of all insurance maintained by or on behalf of the Loan Parties and their Subsidiaries as of the Effective Date. As of the Effective Date, no premiums are unpaid which would allow for the cancellation or termination of such insurance policies. Each Borrower maintains, and has caused each Subsidiary to maintain, with financially sound and reputable insurance companies, insurance on all their real and personal property in such amounts, subject to such deductibles and self-insurance retentions and covering such properties and risks as are adequate and customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 3.15. Capitalization and Subsidiaries. Schedule 3.15 sets forth as of the date hereof (a) a correct and complete list of the name and relationship to the Company of each Subsidiary, (b) a true and complete listing of each class of each Borrower's authorized Equity Interests, and (c) the type of entity of the Company and each Subsidiary. All of the issued and outstanding Equity Interests of each Subsidiary owned by any Loan Party have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable. Except as set forth on Schedule 3.15, there are no outstanding commitments or other obligations of any Loan Party to issue, and no options, warrants or other rights of any Person to acquire, any shares of any class of capital stock or other equity interests of any Loan Party, subject to Dispositions permitted under Section 6.05.

SECTION 3.16. Security Interest in Collateral. Except as expressly permitted under the Collateral Documents, the provisions of this Agreement and the other Loan Documents create legal and valid Liens on all of the Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties, and upon the filing of financing statements and the recordation of any Intellectual Property security agreements, in each case, in the appropriate filing offices (including in the United States Patent and Trademark Office and the United States Copyright Office, as applicable), and obtaining "control" of deposit accounts, and letter of credit rights (other than those constituting supporting obligations), if applicable, such Liens constitute perfected and continuing Liens on the Collateral to the extent perfection can be achieved thereby, securing the Secured Obligations, enforceable against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral except in the case of (a) Liens permitted under Section 6.02, to the extent any such Liens would have priority over the Liens in favor of the Administrative Agent pursuant to any applicable law, (b) Liens perfected only by possession (including possession of any certificate of title) to the extent the Administrative Agent has not obtained or does not maintain possession of such Collateral, and (c) Liens on cash or Permitted Investments permitted under Section 6.02.

SECTION 3.17. Employment Matters. As of the Effective Date, there are no strikes, lockouts or slowdowns against any Loan Party or any Subsidiary pending or, to the knowledge of any Loan Party, threatened. The hours worked by and payments made to employees of the Loan Parties and their Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters except as would not reasonably be expected to result in a Material Adverse Effect. All payments due from any Loan Party or any Subsidiary, or for which any claim may be made against any Loan Party or any Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Loan Party or such Subsidiary except as would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.18. Margin Regulations. No Loan Party is engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Borrowing or Letter of Credit hereunder will be used to buy or carry any Margin Stock. Following the application of the proceeds of each Borrowing or drawing under each Letter of Credit, not more than 25% of the value of the assets (either of any Loan Party only or of the Loan Parties and their Subsidiaries on a consolidated basis) will be Margin Stock.

SECTION 3.19. Use of Proceeds. The proceeds of the Loans have been used and will be used, whether directly or indirectly as set forth in Section 5.08.

SECTION 3.20. [Reserved].

SECTION 3.21. Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and directors and, to the knowledge of such Loan Party, its employees and agents, are in compliance with Anti-Corruption Laws in all material respects and applicable Sanctions. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees or Affiliates, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person, has any assets located in a Sanctioned Country or derives revenues from investments in, or transactions with Sanctioned Persons or a Sanctioned Country. No Borrowing or Letter of Credit, use of proceeds, Transaction or other transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

SECTION 3.22. Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

SECTION 3.23. Plan Assets; Prohibited Transactions. No Loan Party or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations), and neither the execution, delivery nor performance of the transactions contemplated under this Agreement, including the making of any Loan and the issuance of any Letter of Credit hereunder, will give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

SECTION 3.24. Outbound Investment Rules. Neither the Borrower nor any of its Subsidiaries is a ‘covered foreign person’ as that term is used in the Outbound Investment Rules. Neither the Borrower nor any of its Subsidiaries currently engages, or has any present intention to engage in the future, directly or indirectly, in (i) a “covered activity” or a “covered transaction”, as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a “covered activity” or a “covered transaction”, as each such term is defined in the Outbound Investment Rules, if the Borrower were a U.S. Person or (iii) any other activity that would cause the Administrative Agent or any Lender to be in violation of the Outbound Investment Rules or cause the Administrative Agent or any Lender to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

ARTICLE IV
CONDITIONS

SECTION 4.01. Closing Date. This Agreement shall become effective on the date (the "Closing Date") on which each of the following conditions is satisfied (or waived in accordance with Section 9.02); provided that the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the Effective Date (as defined in Section 4.02):

(a) Credit Agreement. The Administrative Agent (or its counsel) shall have received from each party hereto a counterpart of this Agreement signed on behalf of such party (which, subject to Section 9.06(b), may include any Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page).

(b) Representations and Warranties. With respect to the execution of this Agreement by the Borrower and the Co-Borrowers, the representations in Sections 3.02 and 3.03 are true and correct in all material respects (or in all respects if any such representation and warranty is already qualified by materiality) on and as of the Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects if any such representation and warranty is already qualified by materiality) as of such earlier date.

(c) Closing Certificates; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date and executed by its Secretary or Assistant Secretary, which shall (A) certify the resolutions of its Board of Directors, members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signatures of the officers of such Loan Party authorized to sign the Loan Documents to which it is a party and, in the case of each Borrower, its Financial Officers, and (C) contain appropriate attachments, including the certificate or articles of incorporation or organization of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party and a true and correct copy of its bylaws or operating, management or partnership agreement, or other organizational or governing documents, and (ii) a good standing certificate for each Loan Party from its jurisdiction of organization or the substantive equivalent available in the jurisdiction of organization for each Loan Party from the appropriate governmental officer in such jurisdiction.

The Administrative Agent shall notify the Borrowers, the Lenders and the Issuing Banks of the Closing Date, and such notice shall be conclusive and binding.

SECTION 4.02. Effective Date. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the date (the "Effective Date") on which each of the following conditions is satisfied (or waived in accordance with Section 9.02); *provided* that the Closing Date shall have occurred on or prior to the Effective Date: *provided, further*, that if the Effective Date has not occurred on or before the date that is forty-five (45) days after the consummation of the IPO, then the Commitments and all rights and obligations of the parties hereunder shall automatically terminate on such date:

(a) Loan Documents. The Administrative Agent (or its counsel) shall have received (i) either (A) a counterpart of each Loan Document signed on behalf of each party thereto or (B) written evidence reasonably satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page thereof) that each such party has signed a counterpart of such Loan Document and (ii) such other certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, including any promissory notes requested by a Lender pursuant to Section 2.10 payable to each such requesting Lender (or, if requested by such Lender, to such Lender and its registered assigns) and a written opinion of the Loan Parties' counsel, addressed to the Administrative Agent, the Issuing Banks and the Lenders in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(b) Financial Statements. The Lenders shall have received the financial statements contained within or attached to the Form S-1 registration statement filed in connection with the IPO.

(c) No Default Certificate. The Administrative Agent shall have received a certificate, signed by the chief financial officer of each Borrower and each other Loan Party, dated as of the Effective Date (i) stating that no Default or Event of Default has occurred and is continuing, (ii) stating that the representations and warranties contained in the Loan Documents are true and correct in all material respects as of such date (or in all respects if any such representation and warranty is already qualified by materiality), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects if any such representation and warranty is already qualified by materiality) as of such earlier date, and (iii) certifying as to any other factual matters as may be reasonably requested by the Administrative Agent.

(d) Effective Date Expenses. The Lenders and the Administrative Agent (and its legal counsel) shall have received payment for all expenses for which invoices have been presented at least two (2) business days prior to the Effective Date (including the reasonable fees and expenses of legal counsel), on or before the Effective Date.

(e) Lien Searches. The Administrative Agent shall have received the results of a recent lien search in each jurisdiction where the Loan Parties are organized or maintain their principal place of business, and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens permitted by Section 6.02 or discharged on or prior to the Effective Date pursuant to a pay-off letter or other documentation reasonably satisfactory to the Administrative Agent.

(f) Pay-Off Letter. The Administrative Agent shall have received satisfactory pay-off letters for all existing Indebtedness including that certain Loan and Security Agreement, dated as of December 22, 2025, by and among the Borrowers, the Lenders party thereto, and HSBC Bank USA, N.A. as Agent, to be repaid from the proceeds of the initial Borrowing, confirming that all Liens upon any of the property of the Loan Parties constituting Collateral will be terminated concurrently with such payment (other than liens permitted under the Loan Documents) and the Administrative Agent shall have received satisfactory evidence and documentation of the payoff of such Indebtedness and the termination of such Liens and all letters of credit issued or guaranteed as part of such Indebtedness shall have been cash collateralized or supported by a Letter of Credit.

(g) Funding Account. The Administrative Agent shall have received a notice setting forth the deposit account of the Borrowers (the "Funding Account") to which the Administrative Agent is authorized by the Borrowers to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

(h) Solvency. The Administrative Agent shall have received a solvency certificate signed by a Financial Officer dated the Effective Date.

(i) Borrowing Base Certificate. The Administrative Agent shall have received a Borrowing Base Certificate which calculates the Borrowing Base as of the Effective Date.

(j) Pledged Equity Interests; Stock Powers; Pledged Notes. The Administrative Agent shall have received (i) the certificates (if any) representing the Equity Interests pledged pursuant to the Security Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Administrative Agent pursuant to the Security Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(k) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement and any Intellectual Property security agreement) required by the Collateral Documents or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of itself, the Lenders and the other Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.02), shall be in proper form for filing, registration or recordation.

(l) Insurance. The Administrative Agent shall have received evidence of insurance coverage in form, scope, and substance reasonably satisfactory to the Administrative Agent and otherwise in compliance with the terms of Section 5.10 hereof and Section 4.12 of the Security Agreement and shall have completed a customary insurance review.

(m) Tax Withholding. The Administrative Agent shall have received a properly completed and signed IRS Form W-8 or W-9, as applicable, for each Loan Party.

(n) [Reserved].

(o) [Reserved].

(p) [Reserved].

(q) USA PATRIOT Act, Etc. (i) The Administrative Agent shall have received, at least three (3) days prior to the Effective Date, all documentation and other information regarding the Borrowers requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, in each case, to the extent requested at least ten (10) days prior to the Effective Date and (ii) to the extent any Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least three (3) days prior to the Effective Date, any Lender that has requested a Beneficial Ownership Certification in relation to each Borrower shall have received such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (ii) shall be deemed to be satisfied).

(r) [Reserved].

(s) Liens. Liens creating a first priority perfected security interest in the Collateral shall have been perfected except where expressly excused by the Loan Documents.

(t) Letter of Credit Application. If a Letter of Credit is requested to be issued on the Effective Date, the Administrative Agent shall have received a properly completed letter of credit application (whether standalone or pursuant to a master agreement, as applicable).

(u) [Reserved].

(v) No Indebtedness. No Indebtedness, other than Indebtedness permitted under this Agreement and the other Loan Documents, shall exist.

(w) Consummation of IPO. Parent shall have consummated an initial public offering (the "IPO"), resulting in gross proceeds to the Borrower of at least $200,000,000 (the "Minimum IPO Amount"), on or prior to the Effective Date.

(x) Closing Availability. After giving effect to all Borrowings to be made on the Effective Date, the issuance of any Letters of Credit on the Effective Date, the payment of all fees due hereunder on the Effective Date, the payment of all expenses due hereunder on the Effective Date, and the deposit of Eligible Cash on the Effective Date, Excess Availability shall not be less than $105,000,000.

(y) Fees. The Lenders and Administrative Agent shall have received all fees required to be paid on or before the Effective Date. All such fee amounts owing to the Lenders and the Administrative Agent will be reflected in the funding instructions given by the Borrower Representative to the Administrative Agent on or before the Effective Date.

(z) Representations and Warranties Bringdown. The representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct in all material respects (or in all respects if any such representation and warranty is already qualified by materiality) on and as of the Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects if any such representation and warranty is already qualified by materiality) as of such earlier date.

(aa) No Default. No Default shall have occurred and be continuing on the Effective Date, both before and after giving effect to the initial Borrowing and the issuance of any Letters of Credit to occur on the Effective Date and the application of the proceeds thereof.

(bb) Effective Date Certificate. The Administrative Agent shall have received a certificate, signed by the chief financial officer of the Company, dated as of the Effective Date, certifying that the conditions set forth in clauses (x), (z) and (aa) of this Section 4.02 have been satisfied.

(cc) Other Documents. The Administrative Agent shall have received such other documents as the Administrative Agent, any Issuing Bank, any Lender or their respective counsel may have reasonably requested.

The Administrative Agent shall notify the Borrowers, the Lenders and the Issuing Banks of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.03. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of each Issuing Bank to issue, amend or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct in all material respects (or in all respects if any such representation and warranty is already qualified by materiality) with the same effect as though made on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicable (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, (i) no Default or Event of Default shall have occurred and be continuing, and (ii) no Protective Advance shall be outstanding.

(c) After giving effect to any Borrowing or the issuance, amendment or extension of any Letter of Credit, Excess Availability shall not be less than zero.

(d) Only with respect to any Borrowing of a Loan (and not, for the avoidance of doubt, the issuance, amendment, or extension of any Letter of Credit), the Initial Field Exam Condition shall have been satisfied.

Each Borrowing and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a), (b) and (c) of this Section.

ARTICLE V
AFFIRMATIVE COVENANTS

Until all of the Secured Obligations have been Paid in Full, each Loan Party executing this Agreement covenants and agrees, jointly and severally with all of the other Loan Parties, with the Lenders that from and after the Effective Date:

SECTION 5.01. Financial Statements; Borrowing Base and Other Information. The Borrowers will furnish to the Administrative Agent and each Lender:

(a) Within ninety (90) days after the end of each fiscal year of the Parent, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by independent public accountants of recognized national standing (without a "going concern" or like qualification, commentary or exception and without any qualification or exception (other than (x) with respect to, or resulting from, an upcoming maturity or (y) a prospective default under the Financial Covenants or any other financial covenant) as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Parent and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, accompanied by any management letter prepared by said accountants together with a reconciliation, in reasonable detail, of the consolidated financial statements of the Parent to the financial position and results of operations of the Company and its Subsidiaries;

(b) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Parent, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer as presenting fairly in all material respects the financial condition and results of operations of the Parent and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) within thirty (30) days after the end of each fiscal month of the Parent (other than for a month that ends a fiscal quarter, in which case forty-five (45) days), its consolidated balance sheet and related statements of operations and cash flows as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(d) concurrently with any delivery of financial statements under clause (a), (b) or (c) above, a Compliance Certificate (i) certifying, in the case of the financial statements delivered under clause (b) or (c), as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes, (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (iii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.12, (iv) certifying that the trailing twelve-month Fixed Charge Coverage Ratio of the Loan Parties for the most recent period of twelve fiscal months (including a calculation of the Fixed Charge Coverage Ratio regardless of whether the Fixed Charge Coverage Ratio financial covenant set forth in Section 6.12(b) is then in effect) (A) exceeds 1.0 to 1.0 or (B) is less than 1.0 to 1.0, (v) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04(a) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate, and (vi) specifying any change in the status of any Domestic Subsidiary as a Material Domestic Subsidiary from the Material Domestic Subsidiaries, respectively, provided to the Lenders on the Effective Date or the most recently ended period, as the case may be;

(e) as soon as available but in any event no later than ninety (90) days after the end of each fiscal year of the Company, a copy of the plan and forecast (including a projected consolidated balance sheet, income statement and cash flow statement) of the Company for each month of the upcoming fiscal year (the "Projections") in form reasonably satisfactory to the Administrative Agent;

(f) the annual budget of the Borrowers and its Subsidiaries on a consolidated basis for the current fiscal year approved by the Board of Directors of Borrowers, showing each fiscal quarter for the current fiscal year;

(g) as soon as available but in any event within thirty (30) days of the end of each calendar month (or, commencing with the fourth full calendar month after the Effective Date, twenty (20) days of the end of each calendar month or within five (5) days after the end of each calendar week at all times while Excess Availability is less than the greater of (x) $18,750,000 and (y) 12.5% of Availability for three consecutive days), as of the period then ended, a Borrowing Base Certificate and supporting information in connection therewith (including, in respect of any Borrowing Base Certificate delivered for a month which is also the end of any fiscal quarter of the Company, a calculation of Average Quarterly Excess Availability for such quarter then ended and an indication of what the Applicable Rate is as a result of such Average Quarterly Excess Availability), together with any additional reports with respect to the Borrowing Base as the Administrative Agent may reasonably request;

(h) [reserved];

(i) as soon as available but in any event within thirty (30) days of the end of each calendar month (or, commencing with the fourth full calendar month after the Effective Date, twenty (20) days of the end of each calendar month or within five (5) days after the end of each calendar week at all times while Excess Availability is less than the greater of (x) $18,750,000 and (y) 12.5% of Availability for three (3) consecutive days), as of the period then ended, all delivered electronically in text (.txt), excel (.xls) or comma-separated value (.csv) formatted files acceptable to the Administrative Agent (and not, for the avoidance of doubt, in an Adobe (.pdf) file):

(i) a detailed aging of the Borrowers' Accounts, including all invoices aged by invoice date and due date (with an explanation of the terms offered), prepared in a manner reasonably acceptable to the Administrative Agent, together with a summary specifying the name, address, and balance due for each Account Debtor;

(ii) a worksheet of calculations prepared by the Borrowers to determine Eligible Accounts and Eligible Inventory, such worksheet detailing the Accounts excluded from Eligible Accounts and Eligible Inventory and the reason for such exclusion; and

(iii) a reconciliation of the loan balance per the Borrowers' general ledger to the loan balance under this Agreement;

(j) as soon as available but in any event within thirty (30) days of the end of each calendar month, as of the month then ended or, commencing with the fourth full calendar month after the Effective Date, twenty (20) days of the end of each calendar month, a schedule and aging of the Borrowers' accounts payable, delivered electronically in a text (.txt), excel (.xls) or comma-separated value (.csv) formatted file acceptable to the Administrative Agent (and not, for the avoidance of doubt, in an Adobe (.pdf) file);

(k) promptly upon the Administrative Agent's reasonable request:

(i) copies of invoices issued by the Borrowers in connection with any Accounts, credit memos, shipping and delivery documents, and other information related thereto;

(ii) a schedule detailing the balance of all intercompany accounts of the Loan Parties;

(iii) a reconciliation of the Borrowers' Accounts and Inventory between (A) the amounts shown in the Borrowers' general ledger and financial statements and the reports delivered pursuant to clauses (h)(i) and (h)(iii) above and (B) the amounts and dates shown in the reports delivered pursuant to clauses (h)(i) and (h)(iii) above and the Borrowing Base Certificate delivered pursuant to clause (g) above as of such date;

(iv) a detailed transaction listing for Borrowers' Accounts, including all sales made on account, cash receipts from customers (identifying trade and non-trade cash receipts), and debit and credit memorandums issued, prepared in a manner reasonably acceptable to the Administrative Agent; provided that this transaction listing shall not require the listing of transactions with any natural Person; and

(v) an updated customer list for the Company and its Subsidiaries, which list shall state the customer's name, mailing address and phone number, certified as true and correct by a Financial Officer; provided that this customer list shall not require information related to any natural Person;

(l) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Loan Party or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, or distributed by any Borrower to its share-holders generally, as the case may be;

(m) promptly after any request therefor by the Administrative Agent or any Lender, copies of (i) any documents described in Section 101(k)(1) of ERISA that any Loan Party or any ERISA Affiliate may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(l)(1) of ERISA that any Loan Party or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided that if any Loan Party or any ERISA Affiliate has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, the applicable Loan Party or the applicable ERISA Affiliate shall promptly make a request for such documents and notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof;

(n) promptly following any request therefor, (i) such other information regarding the operations, material changes in ownership of Equity Interests, business affairs and financial condition of any Loan Party or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender may reasonably request, and (ii) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(o) promptly after receipt thereof by any Borrower or any Subsidiary, copies of each material notice or other material correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by the SEC or such other agency regarding financial or other operational results of any Borrower or any Subsidiary thereof; and

(p) promptly following any request therefor, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of any Borrower by independent accountants in connection with the accounts or books of such Borrower or any Subsidiary, or any audit of any of them as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request.

Documents required to be delivered pursuant to Section 5.01(a), (b), (j), (k) or (n) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which such materials are publicly available as posted on the Electronic Data Gathering, Analysis and Retrieval system (EDGAR); or (ii) on which such documents are posted on a Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether made available by the Administrative Agent); provided that the Borrower Representative shall notify the Administrative Agent in writing of the posting of any such documents. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by any Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents to it and maintaining its copies of such documents. None of the Loan Parties will be required to disclose any document, information or other matter pursuant to this Section 5.01 (A) to any competitor of any Loan Party, (B) that constitutes non-financial trade secrets, (C) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by law, (D) to the extent necessary to preserve attorney client privilege or (E) relating to the performance of the Administrative Agent or any Lender hereunder or to the Borrowers' strategy regarding the Loans (including any potential refinancing thereof).

Notwithstanding anything to the contrary herein, any time period set forth in this Section 5.01 may be extended by the Administrative Agent (in its sole discretion).

SECTION 5.02. Notices of Material Events. The Borrowers will furnish to the Administrative Agent and each Lender prompt (but in any event within any time period that may be specified below) written notice of the following:

(a) the occurrence of any Default within three (3) Business Days thereof;

(b) receipt of any notice of any investigation or enforcement action by a Governmental Authority or any litigation or Proceeding commenced or threatened in writing against any Loan Party or any Subsidiary that (i) seeks injunctive relief that would reasonably be expected to result in a Material Adverse Effect, (ii) is asserted or instituted against any Plan, its fiduciaries or its assets, (iii) alleges criminal misconduct by any Loan Party or any Subsidiary, (iv) alleges the violation of, or seeks to impose remedies under, any Environmental Law or related Requirement of Law, or seeks to impose Environmental Liability, in each case that would reasonably be expected to result in a Material Adverse Effect, (v) would reasonably be expected to be adversely determined and, if adversely determined, would reasonably be expected to result in a Material Adverse Effect or (vi) involves any product recall, withdrawal, removal, injunction or seizure that would reasonably be expected to result in a Material Adverse Effect;

(c) any Lien (other than Permitted Liens) made or asserted against any of the Collateral;

(d) any loss, damage, or destruction to the Collateral that would reasonably be expected to result in a Material Adverse Effect, whether or not covered by insurance;

(e) within five (5) Business Days of receipt thereof, any and all default notices received under or with respect to any leased location or public warehouse where Collateral is located to the extent such default would reasonably be likely to result in a Material Adverse Effect;

(f) within five (5) Business Days after the occurrence thereof, any Loan Party entering into a Swap Agreement or an amendment thereto, together with copies of all agreements evidencing such Swap Agreement or amendment; provided that notice shall be given within two (2) Business Days if the Swap Agreement Obligation created by such Swap Agreement is a Secured Obligation;

(g) any material change in accounting or financial reporting practices by any Borrower or any Subsidiary;

(h) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(i) any other development that results, or could reasonably be expected to result, in a Material Adverse Effect; and

(j) any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification;

Each notice delivered under this Section (i) shall be in writing, (ii) shall contain a heading or a reference line that reads "Notice under Section 5.02 of Enchanted Rock Holdings, LLC Credit Agreement dated June 4, 2026" and (iii) shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower Representative setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. Each Loan Party will, and will cause each Subsidiary to (a) do or cause to be done all things necessary to preserve, renew and keep in full force and effect (i) its legal existence and (ii) the rights, qualifications, licenses, permits, franchises, governmental authorizations, Intellectual Property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, except in the case of this clause (ii), as would not reasonably be expected to have a Material Adverse Effect, provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03, and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted.

SECTION 5.04. Payment of Obligations. Each Loan Party will, and will cause each Subsidiary to, pay or discharge all Material Indebtedness and all other liabilities and obligations which the failure to pay or discharge would reasonably be expected to result in a Material Adverse Effect, including Taxes, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties. Each Loan Party will, and will cause each Subsidiary to, keep and maintain all property material to the conduct of the business of the Loan Parties in good working order and condition, ordinary wear and tear, casualty, condemnation and Dispositions permitted under Section 6.05 excepted.

SECTION 5.06. Books and Records; Inspection Rights. Each Loan Party will, and will cause each Subsidiary to, (a) keep proper books of record and account in which full, true and correct entries in all material respects are made of all dealings and transactions in relation to its business and activities in accordance with GAAP and (b) permit any representatives designated by the Administrative Agent or any Lender (including employees of the Administrative Agent, any Lender or any consultants, accountants, lawyers, agents and appraisers retained by the Administrative Agent), upon reasonable prior notice, to visit and inspect its properties, to conduct at such Loan Party's premises field examinations of such Loan Party's assets, liabilities, books and records, including examining and making extracts from its books and records, environmental assessment reports and Phase I or Phase II studies, and to discuss its affairs, finances and condition with its officers and to provide contact information for each bank where each Loan Party has a depository and/or securities account and each such Loan Party hereby authorizes the Administrative Agent and each Lender to contact the bank(s) in order to request bank statements and/or balances, all at such reasonable times and as often as reasonably requested; provided that the Administrative Agent shall not exercise such rights more often than one (1) time during any fiscal year of the Company unless an Event of Default is occurring and continuing (it being understood that such examination or inspection rights are in addition to rights to conduct field examinations and appraisals as set forth in the last sentence of this Section 5.06). The Loan Parties shall be responsible for the costs and expenses of, and the Administrative Agent shall be authorized to and will conduct, one field examination and one inventory appraisal during any 12-month period and one (1) additional field examination and one (1) additional inventory appraisal (for the total of two such field examinations and two such inventory appraisals during any 12-month period) conducted at any time after Excess Availability falls below the greater of (i) $22,500,000 and (ii) 15% of Availability for three (3) consecutive days; provided, that the Loan Parties shall be responsible for the costs and expenses of all field examinations conducted while an Event of Default has occurred and is continuing; provided further that the Administrative Agent shall conduct at least one (1) such field examination during each 12-month period and that there shall be no limitation on the number or frequency of field examinations or appraisals if a Default or Event of Default shall have occurred and be continuing.

SECTION 5.07. Compliance with Laws and Material Contractual Obligations. Except, in each case, where the failure to do so would not reasonably be expected to result in a Material Adverse Effect, each Loan Party will, and will cause each Subsidiary to, (a) comply with each Requirement of Law applicable to it or its property (including without limitation Environmental Laws) and (b) perform in all material respects its obligations under material agreements to which it is a party. Each Loan Party will, and will cause each of its Subsidiaries to, comply with all applicable Sanctions and Anti-Corruption Laws in all material respects. Each Loan Party will maintain in effect and enforce policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.08. Use of Proceeds.

(a) The proceeds of the Loans and the Letters of Credit will be used only for working capital needs and general corporate purposes of the Borrowers and their Subsidiaries, including, without limitation, consummating Permitted Acquisitions. No part of the proceeds of any Loan and no Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

(b) No Borrower will request any Borrowing or Letter of Credit, and no Borrower shall use, and each Borrower shall procure that its Subsidiaries and its and their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (iii) in any manner that would result in the violation of any Sanctions or Anti-Corruption Laws applicable to any party hereto.

SECTION 5.09. Accuracy of Information. The Loan Parties will ensure that any written information, including financial statements or other documents, furnished to the Administrative Agent or the Lenders by the Company or its Subsidiaries in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder contains no material misstatement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading, and the furnishing of such information shall be deemed to be a representation and warranty by the Borrowers on the date thereof as to the matters specified in this Section; provided that, with respect to projected financial information, the Loan Parties will only ensure that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

SECTION 5.10. Insurance. Each Loan Party will, and will cause each Subsidiary to, maintain with financially sound and reputable carriers having a financial strength rating of at least A- by A.M. Best Company (a) insurance in such amounts (with no greater risk retention) and against such risks (including, without limitation: loss or damage by fire and loss in transit; theft, burglary, pilferage, larceny, embezzlement, and other criminal activities; business interruption; and general liability) and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required pursuant to the Collateral Documents. The Borrowers will furnish to the Lenders, upon request of the Administrative Agent, but no less frequently than annually (as part of the Compliance Certificate accompanying the financial statements delivered pursuant to Section 5.01(a)), information in reasonable detail as to the insurance so maintained.

SECTION 5.11. Casualty and Condemnation. The Borrowers will (a) furnish to the Administrative Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding and (b) ensure that the Net Proceeds of any such event (whether in the form of insurance proceeds, condemnation awards or otherwise) are collected and applied in accordance with the applicable provisions of this Agreement and the Collateral Documents.

SECTION 5.12. Additional Collateral; Further Assurances .

(a) Subject to applicable Requirements of Law, each Loan Party will cause each Material Domestic Subsidiary (other than any Excluded Subsidiary) formed, acquired or that otherwise becomes a Material Domestic Subsidiary after the date of this Agreement to become a Loan Party by executing a Joinder Agreement within thirty (30) days of such event (or such longer period as agreed to by the Administrative Agent). In connection therewith, the Administrative Agent shall have received all documentation and other information regarding such newly formed or acquired Subsidiaries as may be required to comply with the applicable "know your customer" rules and regulations, including the USA PATRIOT Act. Upon execution and delivery thereof, each such Person (i) shall automatically become a Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will grant Liens to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, in any property of such Loan Party which constitutes Collateral. The Administrative Agent shall not accept delivery of any mortgage from any Loan Party unless each of the Lenders has received forty-five (45) days prior written notice thereof and Administrative Agent has received confirmation from each Lender that such Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by the Flood Laws or as otherwise satisfactory to such Lender. The Administrative Agent shall not accept delivery of any joinder to any Loan Document with respect to any Subsidiary of any Loan Party that is not a Loan Party if such Subsidiary qualifies as a "legal entity customer" under the Beneficial Ownership Regulation unless such Subsidiary has delivered a Beneficial Ownership Certification in relation to such Subsidiary and the Administrative Agent has completed its USA PATRIOT Act searches, Sanctions searches and customary individual background checks for such Subsidiary, the results of which shall be satisfactory to Administrative Agent.

(b) Each Loan Party will cause (i) 100% of the issued and outstanding Equity Interests of each of its Domestic Subsidiaries (other than any Excluded Subsidiary) and (ii) 65% (or such greater percentage that, due to a change in applicable law after the date hereof, (1) could not reasonably be expected to cause the undistributed earnings of such Excluded Foreign Subsidiary as determined for U.S. federal income tax purposes to be treated as a deemed dividend to the Company or any "United States shareholders" (within the meaning of Section 951(b) of the Code of that Excluded Foreign Subsidiary and (2) could not reasonably be expected to cause any material adverse tax consequences, as reasonably determined by the Borrower Representative in consultation with the Administrative Agent) of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and 100% of the other issued and outstanding Equity Interests in each Excluded Foreign Subsidiary directly owned by such Borrower or any Domestic Subsidiary to be subject at all times to a first priority, perfected Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, pursuant to the terms and conditions of the Loan Documents or other security documents as the Administrative Agent shall reasonably request, subject to Dispositions permitted under Section 6.05.

(c) Without limiting the foregoing, each Loan Party will, and will cause each Subsidiary to, execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements, Intellectual Property security agreements, fixture filings, mortgages, deeds of trust and other documents and such other actions or deliveries of the type required by Section 4.01,

as applicable), which may be required by any Loan Document or which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all in form and substance reasonably satisfactory to the Administrative Agent and all at the expense of the Loan Parties.

SECTION 5.13. Post-Closing Obligations; Collateral Access and Control Agreements.

As promptly as practicable, and in any event within the time periods after the Effective Date specified in Schedule 5.13 or such later date as the Administrative Agent reasonably agrees to in writing, including to reasonably accommodate circumstances unforeseen on the Effective Date, the Borrower and each other Loan Party, as applicable, shall deliver the documents or take the actions specified on Schedule 5.13 that would have been required to be delivered or taken on the Effective Date.

For the avoidance of doubt, this Section 5.13 shall in no way limit or qualify any requirement, condition or criterion set forth in the definition of "Eligible Cash" with respect to the accounts in which any such Eligible Cash are held.

ARTICLE VI
NEGATIVE COVENANTS

Until all of the Secured Obligations have been Paid in Full, each Loan Party executing this Agreement covenants and agrees, jointly and severally with all of the other Loan Parties, with the Lenders that from and after the Effective Date:

SECTION 6.01. Indebtedness. No Loan Party will, nor will it permit any Subsidiary to, create, incur, assume or suffer to exist any Indebtedness, except:

(a) the Secured Obligations;

(b) Indebtedness existing on the date hereof and set forth in Schedule 6.01 and any extensions, renewals, refinancings and replacements of any such Indebtedness in accordance with clause (f) hereof;

(c) Indebtedness of any Borrower to any Subsidiary and of any Subsidiary to any Borrower or any other Subsidiary, provided that (i) Indebtedness of any Subsidiary that is not a Loan Party to any Borrower or any other Loan Party shall not be permitted unless expressly permitted by Section 6.04 and (ii) Indebtedness of any Loan Party to any Subsidiary that is not a Loan Party shall be subordinated to the Secured Obligations on terms reasonably satisfactory to the Administrative Agent;

(d) Guarantees by any Borrower of Indebtedness or other obligations of any Subsidiary and by any Subsidiary of Indebtedness or other obligations of any Borrower or any other Subsidiary, provided that (i) the Indebtedness so Guaranteed is permitted by this Section 6.01, (ii) Guarantees by any Borrower of any other Loan Party of Indebtedness or other obligations of any Subsidiary that is not a Loan Party shall not be permitted unless expressly permitted by Section 6.04 and (iii) Guarantees permitted under this clause (d) shall be subordinated to the Secured Obligations on the same terms as the Indebtedness so Guaranteed is subordinated to the Secured Obligations;

(e) Indebtedness of any Borrower or any Subsidiary incurred to finance the acquisition, construction, repair or improvement of any fixed or capital assets (whether or not constituting purchase money Indebtedness), including Capital Lease Obligations and other Off-Balance Sheet Liabilities and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any

such assets prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness in accordance with clause (f) below; provided that (i) such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction, repair or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) together with any Refinance Indebtedness in respect thereof permitted by clause (f) below, shall not exceed $15,000,000 at any time outstanding;

(f) Indebtedness which represents extensions, renewals, refinancing or replacements (such Indebtedness being so extended, renewed, refinanced or replaced being referred to herein as the "Refinance Indebtedness") of any of the Indebtedness described in clauses (b), (e), (i) and (j) hereof (such Indebtedness being referred to herein as the "Original Indebtedness"); provided that (i) such Refinance Indebtedness does not increase the principal amount of the Original Indebtedness except by an amount equal to reasonable fees, expenses, and charges incurred in connection therewith, (ii) any Liens securing such Refinance Indebtedness are not extended to any additional property of any Loan Party or any Subsidiary, (iii) no Loan Party or any Subsidiary that is not originally obligated with respect to repayment of such Original Indebtedness is required to become obligated with respect to such Refinance Indebtedness, (iv) such Refinance Indebtedness does not result in a shortening of the average weighted maturity of such Original Indebtedness, (v) the terms of such Refinance Indebtedness, taken as whole, are not otherwise modified to be materially more burdensome, taken as a whole, upon the Borrowers or the applicable Subsidiary, as the case may be, in any material respect, as determined in good faith by the Borrower; and (vi) if such Original Indebtedness was subordinated in right of payment to the Secured Obligations, then the terms and conditions of such Refinance Indebtedness must include subordination terms and conditions that are at least as favorable to the Administrative Agent and the Lenders as those that were applicable to such Original Indebtedness;

(g) Indebtedness of any Borrower or any Subsidiary as an account party in respect of trade letters of credit and letters of credit issued in connection with self-insured workers' compensation liabilities or as otherwise required by applicable law;

(h) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business;

(i) Indebtedness consisting of financing of insurance premiums in the ordinary course of business;

(j) unsecured Indebtedness constituting obligations in respect of working capital adjustment requirements, deferred purchase price adjustments, "earn outs", indemnities or similar obligations in connection with any Permitted Acquisition;

(k) taxes deferred in compliance with applicable law;

(l) Indebtedness with respect to judgments or awards not constituting an Event of Default;

(m) Indebtedness of any Loan Party in respect of performance bonds, bid bonds, appeal bonds, surety bonds, indemnity bonds, completion guarantees and similar obligations, including letters of credit supporting the same, in each case provided in the ordinary course of business;

(n) Indebtedness of any Person that becomes a Subsidiary after the date hereof (an "Acquired Person"); provided that (i) such Indebtedness exists at the time such Person becomes a Subsidiary and is not created, guaranteed or secured in contemplation of or in connection with such Person becoming a

Subsidiary, (ii) the aggregate principal amount of Indebtedness permitted by this clause (n), together with any Refinance Indebtedness in respect thereof permitted by clause (f) above, shall not exceed the greater of $2,500,000 and 5% of Consolidated EBITDA at any time outstanding, (iii) no Person other than the Persons who were obligated on such Indebtedness immediately prior to the Acquired Person becoming a Subsidiary shall become obligated in respect of or Guarantee such Indebtedness, (iv) such Indebtedness shall not be secured by any assets that did not secure such Indebtedness prior to the Acquired Person becoming a Subsidiary, (v) such Indebtedness shall not be recourse to any Borrower or any other Subsidiary other than the Acquired Person and (vi) the Acquired Person shall not, in connection with its becoming a Subsidiary or thereafter, merge or consolidate with any Loan Party or any other Subsidiary other than a non-Loan Party merger subsidiary that is created for the purpose of the acquisition of such Acquired Person;

(o) Indebtedness arising in connection with the endorsement of instruments or other payment items for deposit;

(p) Indebtedness incurred in respect of netting services, overdraft protection, and other like services, in each case, incurred in the ordinary course of business;

(q) customary indemnification obligations to purchasers in connection with Dispositions permitted under Section 6.05;

(r) the incurrence by any Loan Party or its Subsidiaries of Indebtedness under Swap Agreements to the extent permitted under Section 6.04;

(s) (i) unsecured Indebtedness incurred in the ordinary course of business in respect of credit cards, credit card processing services, debit cards, stored value cards, commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards"), or cash management services and (ii) Indebtedness arising under credit cards with American Express in an aggregate amount outstanding not to exceed $350,000 at any time;

(t) accrual of interest, accretion or amortization of original issue discount, or the payment of interest in kind, in each case, on Indebtedness that otherwise constitutes Indebtedness permitted under this Section 6.01;

(u) deposits or advances received from customers in the ordinary course of business;

(v) Subordinated Debt;

(w) other Indebtedness in an aggregate principal amount not exceeding $2,500,000 at any time outstanding; and

(x) Existing Letters of Credit to the extent that the sum of the aggregate face amount and any outstanding reimbursement obligations does not exceed $50,000,000 at any time outstanding.

For purposes of determining compliance with this Section 6.01, with respect to any Indebtedness that was permitted to be incurred hereunder on the date of such incurrence, any increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies shall also be permitted hereunder after the date of such incurrence.

SECTION 6.02. Liens. No Loan Party will, nor will it permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(a) Liens created pursuant to any Loan Document;

(b) Permitted Encumbrances;

(c) any Lien on any property or asset of any Borrower or any Subsidiary existing on the date hereof and set forth in Schedule 6.02; provided that (i) such Lien shall not apply to any other property or asset of such Borrower or Subsidiary or any other Borrower or Subsidiary except for customary cross-collateralization with respect to equipment and similar financings provided by the same lender and (ii) such Lien shall secure only those obligations which it secures on the date hereof and refinancings, extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof (except to the extent of prepayment premiums, fees, expenses and interest paid in kind owing in connection with such refinancing, extension, renewal or replacement or otherwise added to the principal amount thereof);

(d) Liens on fixed or capital assets acquired, repaired, constructed or improved by any Borrower or any Subsidiary; provided that (i) such Liens secure Indebtedness permitted by clause (e) or (w) of Section 6.01, (ii) such Liens and the Indebtedness secured thereby are incurred prior to or within 180 days after such acquisition or the completion of such construction, repair or improvement, (iii) the Indebtedness secured thereby does not exceed 100% of the cost of acquiring, repairing, constructing or improving such fixed or capital assets and (iv) such Liens shall not apply to any other property or assets of such Borrower or Subsidiary or any other Borrower or Subsidiary; provided that, subject to the foregoing restrictions, individual financings of assets subject to such Liens provided by one lender or lessor may be cross-collateralized to the other financings provided by such lender or lessor;

(e) any Lien existing on any property or asset (other than Accounts to the extent included in the Borrowing Base) prior to the acquisition thereof by any Borrower or any Subsidiary or existing on any property or asset (other than Accounts) of any Person that becomes a Loan Party after the date hereof prior to the time such Person becomes a Loan Party; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Loan Party, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Loan Party, (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Loan Party, as the case may be, and refinancings, extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof (except to the extent of prepayment premiums, fees, expenses and interest paid in kind owing in connection with such refinancing, extension, renewal or replacement or otherwise added to the principal amount thereof) and (iv) such Lien shall secure only Indebtedness permitted by Section 6.01(n) to the extent not prohibited by the documents granting such Lien, the Administrative Agent shall be granted a junior lien subject to an intercreditor agreement acceptable to the Required Lenders;

(f) Liens of a collecting bank arising in the ordinary course of business under Section 4-210 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon;

(g) Liens arising out of Sale and Leaseback Transactions permitted by Section 6.06;

(h) Liens granted by a Subsidiary that is not a Loan Party in favor of any Borrower or another Loan Party in respect of Indebtedness owed by such Subsidiary;

(i) any interest or title of a lessor, licensor, sublessor or sublicensor under any non-exclusive lease or non-exclusive license not prohibited by this Agreement and entered into in the ordinary course of business;

(j) Liens arising from precautionary Uniform Commercial Code financing statements (or equivalent filings or registrations in foreign jurisdictions) filed under any lease permitted by this Agreement and entered into in the ordinary course of business;

(k) Liens arising out of consignment, conditional sale, title retention or similar arrangements for the sale of goods entered into by any Borrower or any Subsidiary in the ordinary course of business;

(l) Liens on insurance policies securing Indebtedness incurred by any Borrower or any Subsidiary not prohibited by this Agreement to secure the payment of insurance premiums;

(m) Liens in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not overdue by more than thirty (30) days, or (ii) are the subject of a good faith dispute by appropriate proceedings for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP;

(n) Liens on cash or Permitted Investments deposited to secure any Borrower's and its Subsidiaries' obligations in connection with worker's compensation, unemployment insurance, employee source deductions, wages, vacation pay, statutory pension plans or other social security laws or similar legislation; provided that such amount is not in excess of $1,000,000 in the aggregate.

(o) Liens on cash or Permitted Investments deposited to secure any Borrower's and its Subsidiaries' obligations in connection with the making or entering into of bids, tenders, trade or commercial contracts, utility agreements, or leases in the ordinary course of business and not in connection with the borrowing of money;

(p) Liens on cash or Permitted Investments deposited to secure any Borrower's or its Subsidiaries' reimbursement obligations with respect to Indebtedness permitted under Section 6.01(m);

(q) Liens solely on cash earnest money deposits made in connection with any letter of intent or purchase agreement permitted hereunder;

(r) Deposits to Inventory suppliers in the ordinary course of business;

(s) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Company or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company or its Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Company or any Subsidiary in the ordinary course of business;

(t) other Liens securing obligations in an aggregate amount not to exceed $2,500,000;

(u) Liens on cash securing obligations under the Existing Letters of Credit in an aggregate amount not exceeding $50,000,000 at any time outstanding;

(v) Liens on cash securing Indebtedness permitted under Section 6.01(s)(ii); and

(w) Liens in respect of judgments or awards that do not constitute an Event of Default.

Notwithstanding the foregoing, none of the Liens permitted pursuant to this Section 6.02 may at any time attach to (1) any Loan Party's Accounts, other than those permitted under clause (a) or (e) of the definition of Permitted Encumbrances and clause (a) or (w) above, (2) fee-owned real property or leasehold interest of a Loan Party or any Subsidiary, other than those permitted under clauses (a), (e) and (f) of the definition of Permitted Encumbrances and clauses (a) and (w) above or (3) any Loan Party's Inventory, other than those permitted under clause (a), (b), (e), or (h) of the definition of Permitted Encumbrances and clauses (a), (m), or (w) above. No Customer Contract shall be pledged or delivered as collateral to any Person other than the Administrative Agent.

SECTION 6.03. Fundamental Changes. (a) No Loan Party will, nor will it permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or otherwise Dispose of all or substantially all of its assets, or all or substantially all of the stock of any of its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing (i) any Subsidiary of any Loan Party may merge into any Loan Party in a transaction in which such Loan Party is the surviving entity, (ii)(x) any Loan Party (other than the Company) may merge into any other Loan Party (other than the Company) in a transaction in which the surviving entity is a Loan Party and (y) any Loan Party may merge with or into the Company in a transaction in which the surviving entity is the Company, (iii) any Subsidiary that is not a Loan Party may liquidate or dissolve if the Company determines in good faith that such liquidation or dissolution is in the best interests of such Borrower and is not materially disadvantageous to the Lenders; provided that any such merger involving a Person that is not a wholly owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 6.04, (iv) any Loan Party (other than the Company) may transfer all or substantially all of its assets to any other Loan Party (v) any Subsidiary that is not a Loan Party may transfer all or substantially all assets to a Borrower or any of its Subsidiaries, (vi) any Subsidiary that is not a Loan Party may merge into any other Subsidiary that is not a Loan Party, and (vii) any Borrower or any of its Subsidiaries may engage in any such transaction so long as the Obligations are Paid in Full concurrently therewith.

(b) No Loan Party will, nor will it permit any Subsidiary to, consummate a Division as the Dividing Person, without the prior written consent of Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 5.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

(c) No Loan Party will, nor will it permit any Subsidiary to, engage in any business other than businesses of the type conducted by the Borrowers and its Subsidiaries on the date hereof and businesses reasonably related thereto.

(d) No Loan Party will, nor will it permit any Subsidiary to, change its fiscal year without the prior written consent of the Administrative Agent.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. No Loan Party will, nor will it permit any Subsidiary to, form any subsidiary after the Effective Date or purchase, hold or acquire (including pursuant to any merger with any Person that was not a Loan Party and a wholly owned Subsidiary prior to such merger) any evidences of Indebtedness or Equity Interests (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any Indebtedness of, or make or permit to exist any investment in, any other Person, or purchase or otherwise acquire (in one transaction or a series of related transactions) any assets of any other Person constituting a business unit (whether through purchase of assets, merger or otherwise) (each of the foregoing, an "Investment"), except:

(a) Permitted Investments, subject to control agreements in favor of the Administrative Agent for the benefit of the Secured Parties or otherwise subject to a perfected security interest in favor of the Administrative Agent for the benefit of the Secured Parties;

(b) Investments in existence on the date hereof and described in Schedule 6.04;

(c) Investments by the Borrowers and the Subsidiaries in their respective Subsidiaries, provided that (i) any Equity Interests of a Subsidiary held by a Loan Party shall be pledged pursuant to the Security Agreement (subject to the limitations applicable to Equity Interests referred to in Section 5.12) and (ii) the aggregate amount of Investments by Loan Parties in Subsidiaries that are not Loan Parties (together with outstanding intercompany loans permitted under clause (iii) of Section 6.04(d) and outstanding Guarantees permitted under the proviso to Section 6.04(e)) shall not exceed $1,000,000 at any time outstanding (without giving effect to any subsequent increase in value of such Investment and in each case determined without regard to any write-downs or write-offs);

(d) loans or advances made by any Loan Party to any Subsidiary and made by any Subsidiary to a Loan Party or any other Subsidiary (i) in effect on the Effective Date and identified on Schedule 6.04, (ii) in an unlimited amount so long as clause (a) and clause (c) of the definition of Payment Condition are satisfied and (iii) during any time period in which Section 6.04(d)(ii) is not satisfied, such that the aggregate amount of such loans and advances made during such time period (together with outstanding investments permitted under clause (ii) to the proviso to Section 6.04(c) and outstanding Guarantees permitted under the proviso to Section 6.04(e)) do not exceed $1,500,000 (without giving effect to any subsequent increase in value of such Investment and in each case determined without regard to any write-downs or write-offs), provided that any such loans and advances made by a Loan Party shall be evidenced by a promissory note pledged pursuant to the Security Agreement (other than such loans and advances made pursuant to any intercompany tax sharing, tax receivable or distribution agreement in form and substance reasonably acceptable to the Administrative Agent).

(e) Guarantees constituting Indebtedness permitted by Section 6.01, provided that the aggregate principal amount of Indebtedness or liabilities of Subsidiaries that are not Loan Parties that is Guaranteed by any Loan Party (together with outstanding investments permitted under clause (ii) to the proviso to Section 6.04(c) and outstanding intercompany loans permitted under clause (iii) of Section 6.04(d)) shall not exceed $1,000,000 at any time outstanding (without giving effect to any subsequent increase in value of such Investment in each case determined without regard to any write-downs or write-offs);

(f) loans or advances made by a Loan Party to its employees on an arms-length basis in the ordinary course of business consistent with past practices for travel and entertainment expenses, relocation costs and similar purposes up to a maximum of $500,000 in the aggregate at any one time outstanding;

(g) notes payable, or stock or other securities issued by Account Debtors to a Loan Party pursuant to negotiated agreements with respect to settlement of such Account Debtor's Accounts in the ordinary course of business, consistent with past practices;

(h) investments in the form of Swap Agreements permitted by Section 6.07;

(i) Investments of any Person existing at the time such Person becomes a Subsidiary of a Borrower or consolidates or merges with a Borrower or any of the Subsidiaries or made pursuant to binding commitments in existence at such time (including in connection with a permitted acquisition) so long as such investments were not made in contemplation of such Person becoming a Subsidiary or of such merger;

(j) Investments received in connection with Dispositions permitted by Section 6.05;

(k) investments constituting deposits described in clauses (c) and (d) of the definition of the term "Permitted Encumbrances" and Section 6.02(n), (o), and (p);

(l) Permitted Acquisitions;

(m) investments in negotiable instruments for collection in the ordinary course of business;

(n) advances made in connection with purchases of goods or services in the ordinary course of business;

(o) Investments received in settlement of delinquent obligations to any Borrower or any Subsidiary effected in the ordinary course of business or owing to any Borrower or any Subsidiary as a result of any bankruptcy or insolvency proceeding involving an account debtor or upon the foreclosure or enforcement of any Lien in favor of any Borrower or any Subsidiary;

(p) (i) endorsements for collection or deposit in the ordinary course of business and consistent with past practice and (ii) extensions of trade credit in the ordinary course of business;

(q) Investments by any Loan Party or any Subsidiary of a Loan Party in any Subsidiary of such Person in such amount which is required by law to maintain a minimum net capital requirement or as may otherwise be required by applicable law or regulation;

(r) extensions of credit consisting of accounts receivable or notes receivable arising from the sale or lease of goods in the ordinary course of business of a Borrower or any Subsidiary;

(s) Investments (other than any Permitted Acquisition) by a Borrower or any of its Subsidiaries for which the consideration consists solely of Qualified Equity Interests of the Parent or the Company (so long as the Company is the parent company of all of the Loan Parties) or in the amount of any capital contribution to the Company so long as such investment is made within one hundred and eighty (180) days of the receipt of such capital contribution;

(t) Investments permitted under Section 6.03(a);

(u) Investments in prepaid expenses, leases, worker's compensation and performance deposits and other similar deposits in the ordinary course of business;

(v) transfer pricing arrangements among a Borrower and its Subsidiaries in the ordinary course of business and on terms and in a quantum substantially consistent with past practice;

(w) Investments in an aggregate amount (measured at the time made) outstanding not to exceed $500,000;

(x) Investments pursuant to Permitted JV Transactions in an aggregate amount not to exceed $10,000,000.

(y) any other Investments (other than Acquisitions) subject to the satisfaction of the Payment Condition.

provided that no investment of material Intellectual Property or other material assets shall be made to any Affiliate or Subsidiary of a Borrower that is not a Loan Party; provided, further, that, notwithstanding anything to the contrary in this Section 6.04, during the Minimum Liquidity Covenant Period, no Loan Party shall be permitted to make (i) any Permitted Acquisition or (ii) any investment pursuant to clause (y) above or (iii) any loan or advance pursuant to clause (d)(ii) above, in each case, without prior written consent from the Required Lenders.

SECTION 6.05. Asset Sales. No Loan Party will, nor will it permit any Subsidiary to, Dispose of any asset, including any Equity Interest owned by it, nor will any Borrower permit any Subsidiary to issue any additional Equity Interest in such Subsidiary (other than to another Borrower or another Subsidiary in compliance with Section 6.04), except:

(a) Dispositions of (i) Inventory in the ordinary course of business, (ii) unused, obsolete, worn out or surplus Equipment or property in the ordinary course of business, and (iii) sales, trade-ins or dispositions of used equipment for value in the ordinary course of business;

(b) Dispositions of assets to any Borrower or any Subsidiary, provided that any such Dispositions involving a Subsidiary that is not a Loan Party shall be made in compliance with Section 6.09;

(c) Dispositions of Accounts in connection with the compromise, settlement or collection thereof;

(d) Dispositions of Permitted Investments and other investments permitted by clauses (i), (j) and (k) of Section 6.04;

(e) Sale and Leaseback Transactions permitted by Section 6.06;

(f) Dispositions resulting from any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset of any Borrower or any Subsidiary;

(g) Dispositions of assets (other than Equity Interests in a Subsidiary unless all Equity Interests in such Subsidiary are sold) that are not permitted by any other clause of this Section, provided that the aggregate fair market value of all assets Disposed of in reliance upon this paragraph (g) shall not exceed $1,500,000 during any fiscal year of the Company;

(h) the use or transfer of cash or cash equivalents in a manner that is not prohibited by the terms of the Agreement;

(i) Dispositions set forth on Schedule 6.05;

(j) the licensing, on a non-exclusive basis, of patents, trademarks, copyrights, and other Intellectual Property in the ordinary course of business;

(k) (i) expiration of any patents at the end of the applicable statutory term under applicable law, (ii) the lapse of issued or registered, as applicable, patents, trademarks, copyrights, industrial designs and other Intellectual Property of any Loan Party or any of its Subsidiaries, or (iii) the abandonment of patents, trademarks, copyrights, industrial designs or other Intellectual Property of any Loan Party or any of its Subsidiaries, in each case under clauses (ii) and (iii), in the ordinary course of business to the extent such Intellectual Property is not necessary or material to the conduct of the business of any Loan Party or any of its Subsidiaries and so long as such property is not required for the sale or collection of any Accounts;

(l) the issuance of director's qualifying shares and shares issued to foreign nationals pursuant to Requirements of Law;

(m) Liens permitted under Section 6.02;

(n) the making of Investments permitted under Section 6.04;

(o) the making of Restricted Payments that are expressly permitted to be made pursuant to this Agreement;

(p) the unwinding of Swap Agreements permitted under Section 6.07;

(q) Dispositions permitted under Section 6.03(a);

(r) so long as no Event of Default has occurred and is continuing at the time such Disposition is consummated, Dispositions in connection with Permitted JV Transactions of projects to the applicable financing party in the ordinary course of business solely consisting of the Disposition of any customer contract or project for purposes of providing financing, in each case, (x) upon fair and reasonable terms that are no less favorable to such Loan Party than would be obtained in an arm's length transaction with a non-affiliated Person, and (y) provided that in connection with such Disposition, the applicable Loan Parties enter into either a services contract with the applicable financing party or otherwise receive a profit share or other fee for services from the applicable financing party;

(s) the conversion or exchange of notes receivable constituting Investments permitted under this Agreement into Equity Interests;

(t) the leasing or subleasing of assets of any Loan Party or its Subsidiaries in the ordinary course of business; provided that such leasing or subleasing of assets does not materially interfere with the business of any Borrower or any of its Subsidiaries; and

(u) Dispositions pursuant to Permitted JV Transactions.

provided that a pro forma Borrowing Base Certificate and information in connection therewith shall be delivered prior to any transaction or series of transactions resulting in a Disposition not in the ordinary course of business and consistent with past practice of more than $5,000,000 of Borrowing Base assets comprised of Eligible Inventory or Eligible Accounts in one or a series of transactions.

Notwithstanding anything to the contrary herein, in no event shall a Disposition of material Intellectual Property be made to any Affiliate or Subsidiary of a Borrower that is not a Loan Party.

SECTION 6.06. Sale and Leaseback Transactions. No Loan Party will, nor will it permit any Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred (a "Sale and Leaseback Transaction"), except for any such sale of any fixed or capital assets by any Borrower or any Subsidiary that is made for cash consideration in an amount not less than the fair value of such fixed or capital asset and is consummated within 90 days after such Borrower or such Subsidiary acquires or completes the construction of such fixed or capital asset.

SECTION 6.07. Swap Agreements. No Loan Party will, nor will it permit any Subsidiary to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which any Borrower or any Subsidiary has actual exposure (other than those in respect of Equity Interests of any Borrower or any Subsidiary), and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from floating to fixed rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of any Borrower or any Subsidiary.

SECTION 6.08. Restricted Payments; Certain Payments of Indebtedness.

(a) No Loan Party will, nor will it permit any Subsidiary to, declare or make, directly or indirectly, any Restricted Payment, except (i) each of the Borrowers may declare and pay dividends with respect to its Equity Interests payable solely in Qualified Equity Interests, (ii) Subsidiaries may declare and pay dividends ratably (or on a basis more favorable to a Loan Party) with respect to their Equity Interests, (iii) the Borrowers may make Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans for management or employees of the Borrowers and their Subsidiaries in the ordinary course of business, (iv) the Company may make Permitted Tax Distributions on a quarterly and/or annual basis, (v) [Reserved], (vi) Permitted Payments to Parent (vii) Restricted Payments paid (x) solely in Qualified Equity Interests or (y) with the proceeds received by or made to the Company (or any direct or indirect parent thereof and contributed by such parent to the Company) from any capital contributions or issuance of Qualified Equity Interests so long as, in the case of this clause (y), such Restricted Payment is made within one hundred and eighty (180) days of the receipt of such capital contribution, (viii) repurchases of Equity Interests held by employees, officers, or directors (including upon the exercise, vesting, or settlement of equity awards and including, but not limited to, retirement and death) in an aggregate amount not to exceed $500,000 per fiscal year, and (ix) (A) during the Minimum Liquidity Covenant Period, other Restricted Payments with the prior written consent of the Required Lenders and (B) after the Minimum Liquidity Covenant Period, the Borrowers may make other Restricted Payments subject to the satisfaction of the Payment Condition. The Company or any Subsidiary may make any Restricted Payment within 60 days of the date of declaration or public announcement thereof, if at the time of such declaration or public announcement such payment would have complied with the provision of this Section 6.08 (it being understood and agreed that such Restricted Payment shall be deemed to have utilized capacity under such other provision of this Section 6.08).

(b) No Loan Party will, nor will it permit any Subsidiary to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Subordinated Debt, unsecured Indebtedness, or junior lien Indebtedness (in each case, for Borrowed Money), or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness for Borrowed Money (each of the foregoing in this clause (b) a "Restricted Debt Payment"), except:

(i) payment of Indebtedness created under the Loan Documents;

(ii) payment of regularly scheduled interest and regularly scheduled principal payments as and when due in respect of any Indebtedness permitted under Section 6.01, provided that such payments are not prohibited by the terms of any applicable subordination agreement or intercreditor agreement;

(iii) refinancings of Indebtedness to the extent permitted by Section 6.01;

(iv) payment of secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness to the extent such sale or transfer is permitted by the terms of Section 6.05; and

(v) (A) during the Minimum Liquidity Covenant Period, other Restricted Debt Payments with the prior written consent of the Required Lenders and (B) after the Minimum Liquidity Covenant Period, the Borrowers may make other Restricted Debt Payments subject to the satisfaction of the Payment Condition;

(c) Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to make Restricted Payments in connection with the settlement of any Exchange (as defined in the LLC Agreement) for which Parent does not elect direct settlement in accordance with Section 11.2(b) of the LLC Agreement and any payments made pursuant to an Exchange shall not count against any limitation on Restricted Payments under this Agreement.

SECTION 6.09. Transactions with Affiliates. No Loan Party will, nor will it permit any Subsidiary to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transaction with, any of its Affiliates, in each case, with a fair market value in excess of $5,000,000 for any such transaction or series of related transactions, except (a) transactions that (i) are in the ordinary course of business and (ii) are at prices and on terms and conditions not less favorable to such Loan Party or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among any Borrower and any Subsidiary that is a Loan Party not involving any other Affiliate, (c) any investment permitted by Sections 6.04(c) or 6.04(d), (d) any Indebtedness permitted under Section 6.01(c), (e) any Restricted Payment permitted by Section 6.08, (f) loans or advances to employees permitted under Section 6.04, (g) the payment of reasonable fees to directors of Parent or any Borrower or any Subsidiary who are not employees of such Borrower or any Subsidiary, and compensation and employee benefit arrangements paid to, and indemnities provided for the benefit of, directors, officers or employees of the Parent or Borrowers or their Subsidiaries in the ordinary course of business, (h) any issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements, stock options and stock ownership plans approved by the Parent's or a Borrower's board of directors or a committee thereof or equivalent governance and (i) transactions permitted under Section 6.03(a).

SECTION 6.10. Restrictive Agreements. No Loan Party will, nor will it permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Loan Party or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets to secure the Secured Obligations, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to any Borrower or any other Subsidiary or to Guarantee the Secured Obligations; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by any Requirement of Law or by any Loan Document, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.10 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary or any other asset pending such sale, provided that such restrictions and conditions apply only to the Subsidiary that is, or the assets that are, to be sold and such sale is permitted hereunder or a condition to the closing of such sale is that the Obligations are Paid in Full, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness or Liens permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness and (v) clause (a) of the foregoing shall not apply to customary provisions in leases and other contracts restricting the assignment thereof; provided that the applicable Borrower or the applicable Subsidiary shall use commercially reasonable efforts to exclude any such limitations or restrictions from such joint venture agreements and organizational document; provided further that such obligations only apply to such joint venture or non-wholly owned subsidiaries.

SECTION 6.11. Amendment of Material Documents. No Loan Party will, nor will it permit any Subsidiary to, amend, modify or waive any of its rights under (a) any agreement relating to any Junior Indebtedness for Borrowed Money or any Material Indebtedness or (b) its charter, articles or certificate of incorporation or organization, by-laws, operating, management or partnership agreement or other organizational or governing documents, to the extent any such amendment, modification or waiver would be adverse in any material respect to the Lenders.

SECTION 6.12. Financial Covenants.

(a) Minimum Liquidity. Prior to the first date on which the Fixed Charge Coverage Ratio of the Loan Parties has exceeded 1.0 to 1.0 for three (3) consecutive full fiscal quarters commencing after the Effective Date for which financial statements have been delivered pursuant to Sections 5.01(a), 5.01(b) or 5.01(c) exceeds 1.0 to 1.0 (the "Minimum Liquidity Covenant Period"), the Loan Parties shall at all times maintain Liquidity of not less than the greater of (i) $85,000,000, which amount shall be reduced to $75,000,000 upon the Eligible Generator Billing Amount being reduced to $10,000,000; provided that, upon written request by the Borrower Representative, such amount shall be further reduced to $50,000,000 at the written election of the Administrative Agent acting in the sole discretion of the Required Lenders; provided that at least 25% of the minimum Liquidity required under this clause (i) shall consist of Excess Availability, and (ii) the amount, if any, by which Operating Cash Flow for the trailing twelve-month period most recently ended for which financial statements have been delivered pursuant to Section 5.01(a), Section 5.01(b) or Section 5.01(c) is less than zero.

(b) Fixed Charge Coverage Ratio. On and after the Minimum Liquidity Covenant Period, the Loan Parties will not permit the Fixed Charge Coverage Ratio of the Loan Parties, tested monthly as of the last day of each fiscal month for which financial statements have been delivered pursuant to Section 5.01(a), Section 5.01(b) or Section 5.01(c), to be less than 1.0 to 1.0; provided that the foregoing covenant shall not apply unless, after the Minimum Liquidity Covenant Period, Excess Availability is less than the greater of (a) $18,750,000 and (b) 12.5% of Availability (it being understood and agreed that this covenant will no longer apply if Excess Availability has been in excess of the greater of (a) $18,750,000 and (b) 12.5% of Availability for thirty (30) consecutive days).

(c) Equity Cure. Notwithstanding anything to the contrary in this Section 6.12, if the Loan Parties fail to comply with the requirements of Section 6.12(b) as of the last day of any fiscal quarter (a "Covenant Breach"), the Company or Parent shall have the right (the "Cure Right") to issue Equity Interests (other than Disqualified Equity Interests) for cash or otherwise receive cash contributions to the common equity capital of the Company (the "Cure Amount"), and, upon the receipt by the Company of such Cure Amount, the applicable financial covenant shall be recalculated giving effect to the following: (i) Consolidated EBITDA shall be increased, solely for the purpose of measuring compliance with the applicable financial covenant for such fiscal quarter (including any four fiscal quarter period that includes such fiscal quarter), by an amount equal to the Cure Amount; and (ii) if, after giving effect to the foregoing recalculations, the Loan Parties shall then be in compliance with the requirements of such financial covenant, the Loan Parties shall be deemed to have satisfied the requirements of such financial covenant as of the relevant date of determination with the same effect as though there had been no failure to comply. Each Cure Right shall be subject to the following limitations: (A) the Cure Amount shall be received no later than fifteen (15) days after the date on which financial statements are required to be delivered for the applicable fiscal quarter pursuant to Section 5.01; (B) the Cure Right shall not be exercised more than four (4) times during the term of this Agreement and shall not be exercised more than

twice in any consecutive four-quarter period; (C) the Cure Amount shall be no greater than the amount required to cause the Loan Parties to be in compliance with the applicable financial covenant; (D) for the avoidance of doubt, (i) no Cure Amount shall be included in any calculation of the financial covenants except for the specific fiscal quarter (and applicable measurement period(s) that include such fiscal quarter) with respect to which the Cure Right is exercised and (ii) no Cure Amount shall be counted for any purpose as an increase to Operating Cash Flow or a reduction to Fixed Charges; and (E) notwithstanding anything to the contrary herein, during the period commencing on the date of a Covenant Breach and ending on the date on which the Cure Amount in respect of such Covenant Breach is actually received by the Company, no Lender shall be required to make any Loan, no Issuing Bank shall be required to issue, amend, renew or extend any Letter of Credit, and no Swingline Lender shall be required to make any Swingline Loan.

SECTION 6.13. Outbound Investment Rules. No Loan Party will (a) be or become a "covered foreign person", as that term is defined in the Outbound Investment Rules, or (b) engage, directly or indirectly, in (i) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if the Loan Party were a U.S. Person or (iii) any other activity that would cause the Administrative Agent to be in violation of the Outbound Investment Rules or cause the Administrative Agent to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

SECTION 6.14. Passive Holding Company. The Parent ("Pubco") shall not engage in any material operating or business activities other than the following (and activities incidental thereto): (a) its direct ownership of Equity Interests of the Company and its indirect ownership of the Company's Subsidiaries and joint ventures and such assets and activities to the extent incidental thereto, (b) in connection with compensation and equity plans and related matters in respect of officers, managers, employees and directors of, and financial advisors affiliated with, the Company and its Subsidiaries, (c) equity issuances and repurchases permitted hereunder, (d) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance), (e) the incurrence of Indebtedness, the entering into agreements and documents and the performance of its obligations, in each case, with respect to the Loan Documents and other documents governing Indebtedness permitted hereunder (and any refinancings thereof), (f) any public offering of its common stock or any other issuance or sale of its Equity Interests and, in each case, the redemption thereof, and any transaction permitted under Section 6.05, (g) maintaining its existence and public company status and listing on any national exchange (including the ability to incur fees, costs and expenses relating to such maintenance), (h) payment of taxes, dividends, making contributions to the capital of the Company, extending Indebtedness to the Company and guaranteeing the obligations of the Company or any of its Subsidiaries, (i) participating in tax, accounting and other administrative matters as a member of the consolidated group of Pubco and its Subsidiaries or the making and filing of any reports required by any applicable Governmental Authority, (j) holding any cash incidental to any activities permitted under this Section 6.14, (k) providing indemnification to officers, managers and directors, (l) conducting, transacting or otherwise engaging in any business or operations of the type it conducts, transacts or engages in on the Closing Date, (m) making investments in assets that are cash or Permitted Investments, (n) holding any cash or property received in connection with Restricted Payments made by the Company in accordance with Section 6.08 pending application thereof by Pubco, and making Restricted Payments with any amounts received pursuant to transactions permitted under Section 6.06 and (o) any other activities incidental to the foregoing or customary for passive holding companies. Notwithstanding anything to the contrary above, this Section 6.14 shall not prevent the entry into by Pubco of asset purchase agreements, merger agreements or similar agreements that would not otherwise be prohibited by this Agreement if entered into by the Company, and forming and holding "shell" Subsidiaries that only hold assets of de minimis value directly related to its corporate existence in order to effectuate such purchase or merger, so long as substantially concurrently with the consummation of such purchase or merger, the purchased assets or the entities involved in such merger, as applicable, shall be directly or indirectly owned by the Company pursuant to a transaction that is not prohibited by the other terms of this Agreement

ARTICLE VII
EVENTS OF DEFAULT

If any of the following events ("Events of Default") shall occur:

(a) The Borrowers shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrowers shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of any Loan Party or any Subsidiary in, or in connection with, this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been materially incorrect when made or deemed made;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to a Loan Party's existence), 5.08, 5.13 or in Article VI;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those which constitute a default under another clause of this Article), and such failure shall continue unremedied for a period of (i) five (5) Business Days (or three (3) Business Days at all times while Excess Availability is less than the greater of (x) $18,750,000 and (y) 12.5% of Availability for three consecutive days) after the earlier of any Loan Party's knowledge of such breach or notice thereof from the Administrative Agent (which notice will be given at the request of any Lender) if such breach relates to terms or provisions of Section 5.01, 5.02 (other than Section 5.02(a)), 5.03 through 5.07, 5.10, 5.11 or 5.12 of this Agreement or (ii) thirty (30) days after the earlier of any Loan Party's knowledge of such breach or notice thereof from the Administrative Agent (which notice will be given at the request of any Lender) if such breach relates to terms or provisions of any other Section of this Agreement;

(f) any Loan Party or Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable and such failure shall continue unremedied for any applicable grace or cure period therefor;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness to the extent such sale or transfer is permitted by Section 6.05 or so long as the Obligations are Paid in Full concurrently therewith, any other transaction;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of a Loan Party or material Subsidiary or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Loan Party or material Subsidiary shall (except as permitted under Section 6.03) (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Loan Party or material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) any Loan Party or material Subsidiary shall become unable, admit in writing its inability, or publicly declare its intention not to, or fail generally to pay its debts as they become due;

(k) (i) one or more judgments for the payment of money in an aggregate amount in excess of $5,000,000 (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) shall be rendered against any Loan Party, any Subsidiary or any combination thereof and the same shall remain undischarged, unsatisfied or unpaid or unvacated for a period of thirty (30) consecutive days during which execution shall not be effectively stayed or bonded pending appeal, or any action shall be legally taken by a judgment creditor to attach or levy upon material assets of any Loan Party or Subsidiary to enforce any such judgment or (ii) one or more non-monetary judgments or orders is rendered against any Loan Party or any material Subsidiary which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, which judgments or orders, in any such case, are not vacated, stayed on appeal or otherwise being appropriately contested in good faith by proper proceedings diligently pursued for a period of thirty (30) days consecutive days;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(m) a Change of Control shall occur unless the Obligations are Paid in Full concurrently with the consummation thereof;

(n) the occurrence of any "Default", as defined in any Loan Document (other than this Agreement), which Default continues for thirty days from the date the Company receives notice thereof;

(o) except in accordance with its terms, the Guaranty shall fail to remain in full force or effect or any action shall be taken by the Company or any of its Subsidiaries to discontinue or to assert the invalidity or unenforceability of the Guaranty, or any Guarantor shall deny that it has any further liability under the Guaranty, or shall give notice to such effect, including, but not limited to notice of termination delivered pursuant to Section 10.08;

(p) except as permitted by the terms of any Collateral Document, (i) any Collateral Document shall for any reason fail to create a valid security interest in any material portion of the Collateral purported to be covered thereby, or (ii) any Lien securing any Secured Obligation shall cease to be a perfected, first priority Lien with respect to any material portion of the Collateral, subject to Permitted Liens;

(q) any Collateral Document shall fail to remain in full force or effect in any material respect except as expressly permitted by the terms of any Collateral Document or any action shall be taken by the Company or its Subsidiaries to discontinue or to assert the invalidity or unenforceability of any Collateral Document in any material respect; or

(r) any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction that evidences its assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms) other than any cessation in validity or enforceability that occurs in accordance with its terms;

then, and in every such event (other than an event with respect to the Borrowers described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower Representative, take any or all of the following actions, at the same or different times: (i) terminate the Commitments (including the Swingline Commitment), whereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, but ratably as among the Classes of Loans and the Loans of each Class at the time outstanding, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees (including, for the avoidance of doubt, any break funding payments) and other Secured Obligations of the Borrowers accrued hereunder and under any other Loan Document, shall become due and payable immediately, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers, and (iii) require cash collateral for the LC Exposure in accordance with Section 2.06(j) hereof; and in the case of any event with respect to the Borrowers described in clause (h) or (i) of this Article, the Commitments (including the Swingline Commitment) shall automatically terminate and the principal of the Loans then outstanding and the cash collateral for the LC Exposure, together with accrued interest thereon and all fees (including, for the avoidance of doubt, any break funding payments) and other Secured Obligations of the Borrowers accrued hereunder and under any other Loan Documents, shall automatically become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, increase the rate of interest applicable to the Loans and other Obligations as set forth in Section 2.13(d) and exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC.

ARTICLE VIII
THE ADMINISTRATIVE AGENT

SECTION 8.01. Authorization and Action.

(a) Each Lender, on behalf of itself and any of its Affiliates that are Secured Parties and each Issuing Bank hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors and assigns to serve as the administrative agent and collateral agent under the Loan Documents and each Lender and each Issuing Bank authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than within the United States, each Lender and each Issuing Bank hereby grants to the Administrative Agent any required powers of attorney to execute and enforce any Collateral Document governed by the laws of such jurisdiction on such Lender's or such Issuing Bank's behalf. Without limiting the foregoing, each Lender and each Issuing Bank hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.

(b) As to any matters not expressly provided for herein and in the other Loan Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and each Issuing Bank; provided, however, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and the Issuing Banks with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Borrower, any other Loan Party, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Banks (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, any Issuing Bank, or any other Secured Party other than as expressly set forth herein and in the other Loan Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended to connote any

fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby; and

(ii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

(d) The Administrative Agent may perform any of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities pursuant to this Agreement. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

(e) None of any Syndication Agent or any Arranger shall have obligations or duties whatsoever in such capacity under this Agreement or any other Loan Document and shall incur no liability hereunder or thereunder in such capacity, but all such persons shall have the benefit of the indemnities provided for hereunder.

(f) In case of the pendency of any proceeding with respect to any Loan Party under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any reimbursement obligation in respect of any LC Disbursement shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, LC Disbursements and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Banks and the Administrative Agent (including any claim under Sections 2.12, 2.13, 2.15, 2.17 and 9.03) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, each Issuing Bank and each other Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, the Issuing Banks or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or Issuing Bank in any such proceeding.

(g) The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Banks, and, except solely to the extent of the Borrowers' right to consent pursuant to and subject to the conditions set forth in this Article, no Borrower nor any Subsidiary, nor any of their respective Affiliates, shall have any rights as a third party beneficiary under any such provisions. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Secured Obligations provided under the Loan Documents, to have agreed to the provisions of this Article.

SECTION 8.02. Administrative Agent's Reliance, Limitation of Liability, Etc.

(a) Neither the Administrative Agent nor any of its Related Parties shall be (i) liable for any action taken or omitted to be taken by such party, the Administrative Agent or any of its Related Parties under or in connection with this Agreement or the other Loan Documents (x) with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or (y) in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and non-appealable judgment) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) or for any failure of any Loan Party to perform its obligations hereunder or thereunder.

(b) The Administrative Agent shall be deemed not to have knowledge of any (i) notice of any of the events or circumstances set forth or described in Section 5.02 unless and until written notice thereof stating that it is a "notice under Section 5.02" in respect of this Agreement and identifying the specific clause under said Section is given to the Administrative Agent by the Borrower Representative, or (ii) notice of any Default or Event of Default unless and until written notice thereof (stating that it is a "notice of Default" or a "notice of an Event of Default") is given to the Administrative Agent by the Borrower Representative, a Lender or an Issuing Bank. Further, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent, or (vi) the creation, perfection or priority of Liens on the Collateral.

(c) Without limiting the foregoing, the Administrative Agent (i) may treat the payee of any promissory note as its holder until such promissory note has been assigned in accordance with Section 9.04, (ii) may rely on the Register to the extent set forth in Section 9.04(b), (iii) may consult with legal counsel (including counsel to the Borrowers), independent public accountants and other experts selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (iv) makes no warranty or representation to any Lender or Issuing Bank and shall not be responsible to any Lender or Issuing Bank for any statements, warranties or representations made by or on behalf of any Loan Party in connection with this Agreement or any other Loan Document, (v) in determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, may presume that such condition is satisfactory to such Lender or Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or Issuing Bank sufficiently in advance of the making of such Loan or the issuance of such Letter of Credit and (vi) shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any notice, consent, certificate or other instrument or writing (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated by the proper party or parties (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

SECTION 8.03. Posting of Communications.

(a) The Borrowers agree that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders and the Issuing Banks by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic system chosen by the Administrative Agent to be its electronic transmission system (the "Approved Electronic Platform").

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, each Issuing Bank and each Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, each Issuing Bank and each Borrower hereby approves distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY ARRANGER, ANY SYNDICATION AGENT OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "APPLICABLE PARTIES") HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER, ANY ISSUING BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to this Section, including through an Approved Electronic Platform.

(d) Each Lender and Issuing Bank agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender and Issuing Bank agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender's or Issuing Bank's (as applicable) email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(e) Each of the Lenders, each Issuing Bank and each Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or any Issuing Bank to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 8.04. The Administrative Agent Individually. With respect to its Commitment, Loans (including Swingline Loans) and Letters of Credit, the Person serving as the Administrative Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or Issuing Bank, as the case may be. The terms "Issuing Bank", "Lenders", "Required Lenders" and any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender, Issuing Bank or as one of the Required Lenders, as applicable. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust or other business with, any Loan Party, any Subsidiary or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Banks.

SECTION 8.05. Successor Administrative Agent.

(a) The Administrative Agent may resign at any time by giving 30 days' prior written notice thereof to the Lenders, the Issuing Banks and the Borrower Representative, whether or not a successor Administrative Agent has been appointed. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York or an Affiliate of any such bank. In either case, such appointment shall be subject to the prior written approval of the Borrowers (which approval may not be

unreasonably withheld and shall not be required while an Event of Default has occurred and is continuing). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Administrative Agent. Upon the acceptance of appointment as Administrative Agent by a successor Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Loan Documents.

(b) Notwithstanding paragraph (a) of this Section, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Borrowers, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents; provided that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Collateral Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties, and continue to be entitled to the rights set forth in such Collateral Document and Loan Document, and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this Section (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Collateral Document, including any action required to maintain the perfection of any such security interest), and (ii) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; provided that (A) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (B) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall directly be given or made to each Lender and Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article, Section 2.17(d) and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above.

SECTION 8.06. Acknowledgements of Lenders and Issuing Bank.

(a) Each Lender and each Issuing Bank represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or Issuing Bank, in each case in the ordinary course of business, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each Lender and each Issuing Bank agrees not to assert a claim in contravention of the foregoing), (iii) it has, independently and without reliance upon the Administrative Agent, any Arranger, any Syndication Agent, or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable

to such Lender or such Issuing Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger, any Syndication Agent, or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrowers and their Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date or the effective date of any such Assignment and Assumption or any other Loan Document pursuant to which it shall have become a Lender hereunder.

(c) Each Lender hereby agrees that (i) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (ii) the Administrative Agent (A) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (B) shall not be liable for any information contained in any Report; (iii) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (iv) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (v) without limiting the generality of any other indemnification provision contained in this Agreement, (A) it will hold the Administrative Agent and any such other Person preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any extension of credit that the indemnifying Lender has made or may make to a Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (B) it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees) incurred by the Administrative Agent or any such other Person as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

(d) (i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the

Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.06(d) shall be conclusive, absent manifest error.

(ii) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) Each Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by any Borrower or any other Loan Party.

(iv) Each party's obligations under this Section 8.06(d) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

SECTION 8.07. Collateral Matters.

(a) Except with respect to the exercise of setoff rights in accordance with Section 9.08 or with respect to a Secured Party's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Secured Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof. In its capacity, the Administrative Agent is a "representative" of the Secured Parties within the meaning of the term "secured party" as defined in the UCC. In the event that any Collateral is hereafter pledged by any Person as collateral security for the Secured Obligations, the Administrative Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Secured Parties any Loan Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of the Administrative Agent on behalf of the Secured Parties.

(b) In furtherance of the foregoing and not in limitation thereof, no arrangements in respect of Banking Services the obligations under which constitute Secured Obligations and no Swap Agreement the obligations under which constitute Secured Obligations, will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under any Loan Document. By accepting the benefits of the Collateral, each Secured Party that is a party to any such arrangement in respect of Banking Services or Swap Agreement, as applicable, shall be deemed to have appointed the Administrative Agent to serve as administrative agent and collateral agent under the Loan Documents and agreed to be bound by the Loan Documents as a Secured Party thereunder, subject to the limitations set forth in this paragraph.

(c) The Secured Parties irrevocably authorize the Administrative Agent, at its option and in its discretion, to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(b). The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders or any other Secured Party for any failure to monitor or maintain any portion of the Collateral. The Lenders and the other Secured Parties (by virtue of their acceptance of the benefits of the Loan Documents) irrevocably agree that the Administrative Agent may rely exclusively on a certificate of a Financial Officer as to whether any such other Liens are permitted hereunder and as to the respective assets constituting Collateral that secure (and are permitted to secure) such Indebtedness hereunder.

SECTION 8.08. Credit Bidding. The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership interests, limited partnership interests or membership interests, in any such acquisition vehicle

and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata with their original interest in such Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

SECTION 8.09. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person becomes a Lender party hereto and (y) covenants, from the date such Person becomes a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent, and each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of any Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person becomes a Lender party hereto and (y) covenants, from the date such Person becomes a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent, and each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of any Borrower or any other Loan Party, that none of the Administrative Agent, any Arranger, any Syndication Agent, or any of their respective Affiliates is a fiduciary with respect to the Collateral or the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent, and each Arranger and Syndication Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

SECTION 8.10. Flood Laws. JPMCB has adopted internal policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and related legislation (the "Flood Laws"). JPMCB, as administrative agent or collateral agent on a syndicated facility, will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws. However, JPMCB reminds each Lender and Participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone or Electronic Systems (and subject in each case to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party, to the Borrower Representative at:

Enchanted Rock Holdings, LLC
1113 Vine St., Suite 101
Houston, TX 77002
Attention: Ian Blakely
Email: IBlakely@enchantedrock.com

With a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP
811 Main Street, Suite 3000
Houston, TX 77002-6117
Attention: Shalla Prichard
Email: SPrichard@gibsondunn.com

(ii) if to the Administrative Agent from any Loan Party, to the address or addresses separately provided to the Borrowers;

(iii) if to the Administrative Agent, JPMCB in its capacity as an Issuing Bank, to JPMorgan Chase Bank, N.A. at:

131 Dearborn St., Floor 04
Chicago, IL, 60603-5506
Attention: LC Agency Team
Tel: 800-364-1969
Fax: 856-294-5267
Email: chicago.lc.agency.activity.team@jpmchase.com

With a copy to JPMorgan Chase Bank, N.A. at:

131 Dearborn St., Floor 04
Chicago, IL, 60603-5506
Attention: Loan and Agency Servicing
Email: jpm.agency.cri@jpmorgan.com

(iv) if to any other Lender or Issuing Bank, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (A) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, (B) sent by facsimile shall be deemed to have been given when sent, provided that if not given during normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day of the recipient, or (C) delivered through Electronic Systems or Approved Electronic Platforms, as applicable, to the extent provided in paragraph (b) below shall be effective as provided in such paragraph.

(b) Notices and other communications to any Borrower, any Loan Party, the Lenders and the Issuing Banks hereunder may be delivered or furnished by using Electronic Systems or Approved Electronic Platforms, as applicable, or pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II or to Compliance Certificates delivered pursuant to Section 5.01(d) unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent and the Borrower Representative (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by Electronic Systems or Approved Electronic Platforms, as applicable, pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise proscribes, all such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the

intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day of the recipient.

(c) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02. Waivers; Amendments. No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(a) Subject to Section 2.14(c), (d) and (e), Section 2.20(c), and Section 9.02(d) below, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that no such agreement shall (A) increase the Commitment of any Lender without the written consent of such Lender (including any such Lender that is a Defaulting Lender), (B) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly and adversely affected thereby (provided that any amendment or modification of the financial covenants in this Agreement (or any defined term used therein) or the waiver of default interest shall not constitute a reduction in the rate of interest or fees for purposes of this clause (B)), (C) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly and adversely affected thereby, (D) change Section 2.09(c) or Section 2.18(b) or (d) in a manner that would alter the ratable reduction of Commitments or the manner in which payments are shared, without the written consent of each Lender (other than any Defaulting Lender), (E) increase the advance rates set forth in the definition of Borrowing Base, add new categories of eligible assets, or otherwise amend or modify the definition of Borrowing Base or any component definition thereof if, as a result thereof, the amounts available to be borrowed by the Borrowers would be increased without the written consent of each Revolving Lender (other than any Defaulting Lender), (F) change any of the provisions of this Section or

the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (other than any Defaulting Lender) directly and adversely affected thereby, (G) change Section 2.20 without the consent of each Lender (other than any Defaulting Lender), (H) release any Guarantor from its obligation under its Guaranty (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender (other than any Defaulting Lender), (I) subordinate the Liens on all or substantially all of the Collateral or the payment priority of the Secured Obligations under the Loan Documents without the written consent of each Lender directly and adversely affected thereby (other than any Defaulting Lender), (J) permit any Loan Party to assign its obligations hereunder or (K) except as provided in clause (c) of this Section or in any Collateral Document, release all or substantially all of the Collateral, without the written consent of each Lender (other than any Defaulting Lender); provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, each Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, such Issuing Bank or the Swingline Lender, as the case may be (it being understood that any amendment to Section 2.20 shall require the consent of the Administrative Agent, the Issuing Banks and the Swingline Lender); provided further that no such agreement shall amend or modify the provisions of Section 2.06 without the prior written consent of the Administrative Agent and the Issuing Banks. The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.04. Notwithstanding anything herein to the contrary, no amendment, waiver, or consent shall (i) subordinate the Liens securing the Secured Obligations to the Liens securing any other Indebtedness, (ii) subordinate the right of payment of the Secured Obligations to the payment of any other Indebtedness, (iii) release all or substantially all of the Collateral or all or substantially all of the Guarantors from their obligations under the Guarantee, or (iv) permit any Loan to be exchanged, repurchased, or otherwise acquired on a non-pro-rata basis, in each case without the written consent of each Lender directly and adversely affected thereby. Any amendment, waiver or other modification of this Agreement or any other Loan Document that by its terms affects the rights or duties under this Agreement of the Lenders of one or more Classes (but not the Lenders of any other Class), may be effected by an agreement or agreements in writing entered into by the Borrowers and the requisite number or percentage in interest of each directly and adversely affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time.

(b) The Lenders and the Issuing Banks hereby irrevocably authorize the Administrative Agent, and the Administrative Agent hereby agrees, to release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (i) upon Payment in Full of all Secured Obligations (other than Unliquidated Obligations), and the cash collateralization of all Unliquidated Obligations in a manner satisfactory to each directly affected Lender, (ii) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), and to the extent that the property being sold or disposed of constitutes 100% of the Equity Interests of a Subsidiary, the Administrative Agent is authorized to release any Guaranty provided by such Subsidiary, (iii) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement, or (iv) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII. Except as provided in the preceding sentence, the Administrative Agent will not release any Liens on Collateral without the prior written authorization of the Required Lenders; provided that, the Administrative Agent may rely conclusively on one or more certificates of the Borrowers with respect to Collateral to be released pursuant to this Section 9.02(c), without further inquiry. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall

continue to constitute part of the Collateral. Any execution and delivery by the Administrative Agent of documents in connection with any such release shall be without recourse to or warranty by the Administrative Agent. In addition, each of the Lenders, on behalf of itself and any of its Affiliates that are Secured Parties, irrevocably authorizes the Administrative Agent, at its option and in its discretion, (i) to subordinate any Lien on any assets granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(d) or (ii) in the event that the Borrower Representative shall have advised the Administrative Agent that, notwithstanding the use by the Borrowers of commercially reasonable efforts to obtain the consent of such holder (but without the requirement to pay any sums to obtain such consent) to permit the Administrative Agent to retain its liens (on a subordinated basis as contemplated by clause (i) above), the holder of such other Indebtedness requires, as a condition to the extension of such credit, that the Liens on such assets granted to or held by the Administrative Agent under any Loan Document be released, to release the Administrative Agent's Liens on such assets.

(c) Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrower Representative only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby," the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Borrowers may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrowers and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, and (ii) the Borrowers shall pay or cause to be paid to such Non-Consenting Lender in same day funds on the day of such replacement (1) the outstanding principal amount of its Loans and participations in LC Disbursements and all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrowers hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

SECTION 9.03. Expenses; Limitation of Liability; Indemnity; Etc. (a)Expenses. Subject to the limitations set forth in Section 5.06, the Loan Parties shall, jointly and severally, pay all (i) reasonable documented out of pocket expenses actually incurred by the Administrative Agent and its Affiliates, including the reasonable documented fees, charges and disbursements of counsel for the Administrative Agent (limited to one primary counsel and one local counsel in each relevant jurisdiction and one special counsel in each relevant specialty), in connection with the syndication and distribution (including, without limitation, via the internet or through any Electronic System or Approved Electronic Platform) of the credit facilities provided for herein, the preparation and administration of the Loan Documents and any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) reasonable documented out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) reasonable documented out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, any Issuing Bank or any

Lender, in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. Subject to the limitations set forth in Section 5.06, expenses being reimbursed by the Loan Parties under this Section include, without limiting the generality of the foregoing, reasonable documented out of pocket fees, costs and expenses incurred in connection with:

(A) appraisals and insurance reviews;

(B) field examinations and the preparation of Reports based on the fees charged by a third party retained by the Administrative Agent or the internally allocated fees for each Person employed by the Administrative Agent with respect to each field examination;

(C) background checks regarding senior management and/or key investors, as deemed necessary or appropriate in the sole discretion of the Administrative Agent;

(D) Taxes, fees and other charges for (1) lien and title searches and title insurance and (2) recording the mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;

(E) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take; and

(F) forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing reasonable documented out of pocket fees, costs and expenses may be charged to the Borrowers as Revolving Loans or to another deposit account, all as described in Section 2.18(c). This Section 9.03(a) shall not apply with respect to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim or as described in Section 9.03(a)(D).

(b) Limitation of Liability. To the extent permitted by applicable law (i) neither any Borrower nor any Loan Party shall assert, and each Borrower and each Loan Party hereby waives, any claim against the Administrative Agent, any Arranger, any Syndication Agent, any Issuing Bank and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that, nothing in this Section 9.03(b) shall relieve any Borrower or any Loan Party of any obligation it may have to indemnify an Indemnitee, as provided in Section 9.03(c), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) Indemnity. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent, each Arranger, each Syndication Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all Liabilities and related expenses, including the reasonable and documented fees, charges and disbursements of outside counsel (provided that counsel shall be limited to one primary counsel and one local counsel in each relevant jurisdiction and one special counsel in each relevant specialty) for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, (ii) the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (iii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iv) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by a Loan Party or a Subsidiary, or any Environmental Liability related in any way to a Loan Party or a Subsidiary, (v) the failure of a Loan Party to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by a Loan Party for Taxes pursuant to Section 2.17, or (vi) any actual or prospective Proceeding relating to any of the foregoing, whether or not such Proceeding is brought by any Loan Party or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the bad faith, fraud, gross negligence or willful misconduct of such Indemnitee or disputes among Indemnitees that do not arise from or relate to the action or inaction of any Loan Party. This Section 9.03(c) shall not apply with respect to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim.

(d) Lender Reimbursement. Each Lender severally agrees to pay any amount required to be paid by any Loan Party under paragraphs (a), (b) or (c) of this Section 9.03 to the Administrative Agent, each Issuing Bank and the Swingline Lender, and each Related Party of any of the foregoing Persons (each, an "Agent-Related Person") (to the extent not reimbursed by a Loan Party and without limiting the obligation of any Loan Party to do so), ratably according to their respective Applicable Percentage in effect on the date on which such payment is sought under this Section (or, if such payment is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Applicable Percentage immediately prior to such date), and agrees to indemnify and hold each Agent-Related Person harmless from and against any and all Liabilities and related expenses, including the fees, charges and disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent-Related Person in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent-Related Person under or in connection with any of the foregoing; provided that the unreimbursed expense or Liability or related expense, as the case may be, was incurred by or asserted against such Agent-Related Person in its capacity as such; provided, further, that no Lender shall be liable for the payment of any portion of such Liabilities, costs, expenses or disbursements that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted primarily from such Agent-Related Person's gross negligence or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and Payment in Full of the Secured Obligations.

(e) Payments. All amounts due under this Section 9.03 shall be payable not later than fifteen (15) days after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution or Disqualified Lender) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment, participations in Letters of Credit and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower Representative, provided that the Borrower Representative shall be deemed to have consented to any such assignment of all or a portion of the Revolving Loans and Commitments unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof, and provided further that no consent of the Borrower Representative shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent; and

(C) each Issuing Bank.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 unless each of the Borrower Representative and the Administrative Agent otherwise consent, provided that no such consent of the Borrower Representative shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) each Lender may disclose information to prospective permitted participants and assignees so long as such Person agrees to be bound by the provisions of Section 9.12;

(D) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee of $3,500 such fee to be paid by either the assigning Lender or the assignee Lender or shared between such Lenders;

(E) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrowers, the other Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws; and

(F) the Assignment shall be properly recorded in the Register in accordance with Section 9.04(b)(iv).

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Ineligible Institution" means (a) a natural person, (b) a Defaulting Lender or its Lender Parent, (c) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; provided that, with respect to this clause (c), such company, investment vehicle or trust shall not constitute an Ineligible Institution if it (x) has not been established for the primary purpose of acquiring any Loans or Commitments, (y) is managed by a professional advisor, who is not such natural person or a relative thereof, having substantial experience in the business of making or purchasing commercial loans, and (z) has assets greater than $100,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business; provided that upon the occurrence and during the continuance of an Event of Default, any Person (other than a Lender) shall be an Ineligible Institution if after giving effect to any proposed assignment to such Person, such Person would hold more than 25% of the then outstanding Aggregate Credit Exposure or Commitments, as the case may be or (d) a Loan Party or a Subsidiary or other Affiliate of a Loan Party.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). Notwithstanding anything in the Loan Documents to the contrary, the entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05, 2.06(d) or (e), 2.07(b), 2.18(d) or 9.03(d), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of, or notice to, the Borrowers, the Administrative Agent, the Issuing Banks or the Swingline Lender, sell participations to one or more banks or other entities (a "Participant") other than an Ineligible Institution in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) the Borrowers, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and/or obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(b) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement or any other Loan Document (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register

(including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Section 1.163-5(b) of the Proposed United States Treasury Regulations. Notwithstanding anything in the Loan Documents to the contrary, the entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Effectiveness; Electronic Execution. (a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to (i) fees payable to the Administrative Agent and (ii) increases or reductions of the Issuing Bank Sublimit of any Issuing Bank constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature

transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each Borrower and each other Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrowers and the other Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any Borrower and/or any other Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Bank and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, and other obligations at any time owing, by such Lender, such Issuing Bank or any such Affiliate, to or for the credit or the account of any Loan Party against any and all of the Secured Obligations held by such Lender, such Issuing Bank or their respective Affiliates, irrespective of whether or not such Lender, such Issuing Bank or their respective

Affiliates shall have made any demand under the Loan Documents and although such obligations may be contingent or unmatured or are owed to a branch office or Affiliate of such Lender or such Issuing Bank different from the branch office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.20 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Banks, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Secured Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The applicable Lender, the applicable Issuing Bank or such Affiliate shall notify the Borrower Representative and the Administrative Agent of such setoff or application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff or application under this Section. The rights of each Lender, each Issuing Bank and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank or their respective Affiliates may have.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

(b) Each of the Lenders and the Administrative Agent hereby irrevocably and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Loan Document, any claims brought against the Administrative Agent by any Secured Party relating to this Agreement, any other Loan Document, the Collateral or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.

(c) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any U.S. federal or New York state court sitting in New York, New York, Borough of Manhattan and any appellate court from any thereof, in any action or proceeding (whether in tort, contract, law or equity) arising out of or relating to any Loan Documents, the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding (whether in tort, contract, law or equity) may (and any such claims, cross-claims or third party claims brought against the Administrative Agent or any of its Related Parties may only) be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding (whether in tort, contract, law or equity) shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall (i) affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding (whether in tort, contract, law or equity) relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction, (ii) waive any statutory, regulatory, common law, or other rule, doctrine, legal restriction, provision or the like providing for the treatment of bank branches, bank agencies, or other bank offices as if they were separate juridical entities for certain purposes, including Uniform Commercial Code Sections 4-106, 4-A-105(1)(b), and 5-116(b), UCP 600 Article 3 and ISP98 Rule 2.02, and URDG 758 Article 3(a), or (iii) affect which courts have or do not have personal jurisdiction over any Issuing Bank or beneficiary of any Letter of Credit or any advising bank, nominated bank or assignee of proceeds thereunder or proper venue with respect to any litigation arising out of or relating to such Letter of Credit with, or affecting the rights of, any Person not a party to this Agreement, whether or not such Letter of Credit contains its own jurisdiction submission clause.

(d) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and its and their respective directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by any Requirement of Law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the Borrower Representative or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis from a source other than the Borrowers, or (i) on a confidential basis to (1) any rating agency in connection with rating the Borrowers or their Subsidiaries or the credit facilities provided for herein or (2) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of identification numbers with respect to the credit facilities provided for herein, or (j) to the extent required by a potential or actual insurer or reinsurer in connection with providing insurance, reinsurance or credit risk mitigation coverage under which payments are to be made or may be made by reference to this Agreement. For the

purposes of this Section, "Information" means all information received from the Borrowers relating to the Borrowers or their business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrowers and other than information pertaining to this Agreement provided by arrangers to data service providers, including league table providers, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

For the avoidance of doubt, nothing in this Section 9.12 shall prohibit any Person from voluntarily disclosing or providing any Information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "Regulatory Authority") to the extent that any such prohibition on disclosure set forth in this Section 9.12 shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

EACH LENDER ACKNOWLEDGES THAT INFORMATION (AS DEFINED IN THIS SECTION 9.12) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWERS, THE OTHER LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWERS OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWERS, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWERS AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

SECTION 9.13. Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U) for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of any Requirement of Law.

SECTION 9.14. USA PATRIOT Act & Beneficial Ownership Regulation. Each Lender that is subject to the requirements of the USA PATRIOT Act and the Beneficial Ownership Regulation hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation.

SECTION 9.15. Disclosure. Each Loan Party, each Lender and each Issuing Bank hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

SECTION 9.16. Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the other Secured Parties, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.17. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.18. Marketing Consent. The Borrowers hereby authorize the Arrangers and their respective affiliates (collectively, the "Arranger Parties"), at such Arranger Parties' sole expense, and without any prior approval by such Borrower, to include any Borrower's name and logo in customary marketing materials and tombstones, all in compliance with Section 9.12. The foregoing authorization shall remain in effect unless and until the Borrower Representative notifies the Arrangers in writing that such authorization is revoked.

SECTION 9.19. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 9.20. No Fiduciary Duty, Etc. (a) Each Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that no Credit Party will have any obligations except those obligations expressly set forth herein and in the other Loan Documents and each Credit Party is acting solely in the capacity of an arm's length contractual counterparty to each Borrower with respect to the Loan Documents and the transactions contemplated herein and therein and not as a financial advisor or a fiduciary to, or an agent of, any Borrower or any other person. Each Borrower agrees that it will not assert any claim against any Credit Party based on an alleged breach of fiduciary duty by such Credit Party in connection with this Agreement and the transactions contemplated hereby. Additionally, each Borrower acknowledges and agrees that no Credit Party is advising any Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. Each Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated herein or in the other Loan Documents, and the Credit Parties shall have no responsibility or liability to any Borrower with respect thereto.

(b) Each Borrower further acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party, together with its Affiliates, is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Credit Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, any Borrower and other companies with which any Borrower may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Credit Party or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(c) In addition, each Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which a Borrower may have conflicting interests regarding the transactions described herein and otherwise. No Credit Party will use confidential information obtained from any Borrower by virtue of the transactions contemplated by the Loan Documents or its other relationships with such Borrower in connection with the performance by such Credit Party of services for other companies, and no Credit Party will furnish any such information to other companies. Each Borrower also acknowledges that no Credit Party has any obligation to use in connection with the transactions contemplated by the Loan Documents, or to furnish to any Borrower, confidential information obtained from other companies.

SECTION 9.21. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of Illinois and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

SECTION 9.22. Joint and Several. Each Borrower hereby unconditionally and irrevocably agrees it is jointly and severally liable to the Administrative Agent, the Issuing Banks and the Lenders for the Secured Obligations. In furtherance thereof, each Borrower agrees that wherever in this Agreement it is provided that a Borrower is liable for a payment, such obligation is the joint and several obligation of each Borrower. Each Borrower acknowledges and agrees that its joint and several liability under this Agreement and the Loan Documents is absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever by the Administrative Agent, any Issuing Bank, any Lender or any other Person. Each Borrower's liability for the Secured Obligations shall not in any manner be impaired or affected by who receives or uses the proceeds of the credit extended hereunder or for what purposes such proceeds are used, and each Borrower waives notice of borrowing requests issued by, and loans or other extensions of credit made to, other Borrowers. Each Borrower hereby agrees not to exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to such Borrower against any party liable for payment under this Agreement and the Loan Documents unless and until the Administrative Agent, each Issuing Bank and each Lender have been paid in full and all of the Secured Obligations are satisfied and discharged following termination or expiration of all commitments of the Lenders to extend credit to the Borrowers. Each Borrower's joint and several liability hereunder with respect to the Secured Obligations shall, to the fullest extent permitted by applicable law, be the unconditional liability of such Borrower irrespective of (i) the validity, enforceability, avoidance or subordination of any of the Secured Obligations or of any other document evidencing all or any part of the Secured Obligations, (ii) the absence of any attempt to collect any of the Secured Obligations from any other Loan Party or any Collateral or other security therefor, or the absence of any other action to enforce the same, (iii) the amendment, modification, waiver, consent, extension, forbearance or granting of any indulgence by the Administrative Agent or any Lender with respect to any provision of any instrument executed by any other Loan Party evidencing or securing the payment of any of the Secured Obligations, or any other agreement now or hereafter executed by any other Loan Party and delivered to the Administrative Agent, (iv) the failure by the Administrative Agent or any Lender to take any steps to perfect or maintain the perfected status of its Lien upon, or to preserve its rights to, any of the Collateral or other security for the payment or performance of any of the Secured Obligations or the Administrative Agent's release of any Collateral or of its Liens upon any Collateral, (v) the release or compromise, in whole or in

part, of the liability of any other Loan Party for the payment of any of the Secured Obligations, (vi) any increase in the amount of the Secured Obligations beyond any limits imposed herein or in the amount of any interest, fees or other charges payable in connection therewith, in each case, if consented to by any other Borrower, or any decrease in the same, or (vii) any other circumstance that might constitute a legal or equitable discharge or defense of any Loan Party. After the occurrence and during the continuance of any Event of Default, the Administrative Agent may proceed directly and at once, without notice to any Borrower, against any or all of the Loan Parties to collect and recover all or any part of the Secured Obligations, without first proceeding against any other Loan Party or against any Collateral or other security for the payment or performance of any of the Secured Obligations, and each Borrower waives any provision that might otherwise require the Administrative Agent or the Lenders under applicable law to pursue or exhaust remedies against any Collateral or other Loan Party before pursuing such Borrower or its property. Each Borrower consents and agrees that neither the Administrative Agent nor any Lender shall be under any obligation to marshal any assets in favor of any Loan Party or against or in payment of any or all of the Secured Obligations.

ARTICLE X
GUARANTY

SECTION 10.01. Guaranty. Each Guarantor (other than those that have delivered a separate Guaranty) hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, absolutely, unconditionally and irrevocably guarantees to the Secured Parties, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations and all costs and expenses, including, without limitation, all court costs and attorneys' and paralegals' fees (including allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Administrative Agent, the Issuing Banks and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, any Borrower, any Guarantor or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, collectively the "Guaranteed Obligations"; provided, however, that the definition of "Guaranteed Obligations" shall not create any guarantee by any Guarantor of (or grant of security interest by any Guarantor to support, as applicable) any Excluded Swap Obligations of such Guarantor for purposes of determining any obligations of any Guarantor). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the Guaranteed Obligations.

SECTION 10.02. Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the Administrative Agent, any Issuing Bank or any Lender to sue any Borrower, any Guarantor, any other guarantor of, or any other Person obligated for, all or any part of the Guaranteed Obligations (each, an "Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

SECTION 10.03. No Discharge or Diminishment of Guaranty. (a) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than Payment in Full of the Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Obligated Party liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Issuing Bank, any Lender or any other Person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, any Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other Obligated Party liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, any Issuing Bank or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than Payment in Full of the Guaranteed Obligations).

SECTION 10.04. Continuation and Reinstatement, etc.

(a) Each Guarantor further agrees that its Guarantee hereunder is a continuing guaranty of payment and performance and shall remain in full force and effect until all of the Guaranteed Obligations have been indefeasibly paid and satisfied in full in cash, all Letters of Credit have been terminated or expired (or cash collateralized or backstopped to the satisfaction of the applicable Issuing Bank), and the Commitments have been terminated. In furtherance of the provisions of this Article 10, and not in limitation of any other right which the Administrative Agent, the Issuing Banks or the Secured Parties may have at law or in equity against the Borrower, a Guarantor or any other Person by virtue hereof, upon failure of the Borrower to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice or otherwise, each Guarantor hereby promises to and will, upon receipt of written demand by the Administrative Agent on behalf of itself, the Issuing Banks and/or the Secured Parties, forthwith pay or cause to be paid to the Administrative Agent for the benefit of itself, the Issuing Banks and/or the Lenders (as applicable) in cash an amount equal to the unpaid amount of all the Obligations with interest thereon at a rate of interest equal to the rate specified in Section 1.05 hereof, and thereupon the Administrative Agent shall assign such Obligation, together with all security interests, if any, then held by the Administrative Agent in respect of such Obligation, to the Guarantors making such payment; such assignment to be subordinate and junior to the rights of the Administrative Agent on behalf of itself, the Issuing Banks and the Secured Parties with regard to amounts payable by the Borrower in connection with the remaining unpaid Obligations and to be pro tanto to the extent to which the Obligation in question was discharged by the Guarantor or Guarantors making such payments.

SECTION 10.05. Defenses Waived. To the fullest extent permitted by applicable law, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower, any Guarantor or any other Obligated Party, other than Payment in Full of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent

permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party or any other Person. Each Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Guarantor under this Guaranty except to the extent the Guaranteed Obligations have been Paid in Full. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

SECTION 10.06. Rights of Subrogation. No Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification, that it has against any Obligated Party or any collateral, until the Loan Parties and the Guarantors have fully performed all their obligations to the Administrative Agent, the Issuing Banks and the Lenders.

SECTION 10.07. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations (including a payment effected through exercise of a right of setoff) is rescinded, or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the Issuing Banks and the Lenders are in possession of this Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Guarantors forthwith on demand by the Administrative Agent.

SECTION 10.08. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Guarantor assumes and incurs under this Guaranty, and agrees that none of the Administrative Agent, any Issuing Bank or any Lender shall have any duty to advise any Guarantor of information known to it regarding those circumstances or risks.

SECTION 10.09. Termination. The Guaranty shall continue until released pursuant to Section 9.02(c). Nothing in this Section 10.09 shall be deemed to constitute a waiver of, or eliminate, limit, reduce or otherwise impair any rights or remedies the Administrative Agent or any Lender may have in respect of, any Default or Event of Default that shall exist under Article VII hereof as a result of any such notice of termination.

SECTION 10.10. Taxes. Each payment of the Guaranteed Obligations will be made by each Guarantor without withholding for any Taxes, unless such withholding is required by law. If any Guarantor determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Guarantor may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by such Guarantor shall be increased as necessary so that, net of such withholding for Indemnified Taxes (including such withholding applicable to additional amounts for Indemnified Taxes payable under this Section), the Administrative Agent, Lender or Issuing Bank (as the case may be) receives the amount it would have received had no such withholding for Indemnified Taxes been made

SECTION 10.11. Maximum Liability. Notwithstanding any other provision of this Guaranty, the amount guaranteed by each Guarantor hereunder shall be limited to the extent, if any, required so that its obligations hereunder shall not be subject to avoidance under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law. In determining the limitations, if any, on the amount of any Guarantor's obligations hereunder pursuant to the preceding sentence, it is the intention of the parties hereto that any rights of subrogation, indemnification or contribution which such Guarantor may have under this Guaranty, any other agreement or applicable law shall be taken into account.

SECTION 10.12. Contribution.

(a) To the extent that any Guarantor shall make a payment under this Guaranty (a "Guarantor Payment") which, taking into account all other Guarantor Payments then previously or concurrently made by any other Guarantor, exceeds the amount which otherwise would have been paid by or attributable to such Guarantor if each Guarantor had paid the aggregate Guaranteed Obligations satisfied by such Guarantor Payment in the same proportion as such Guarantor's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each of the Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following unconditional payment in full in cash of the Guarantor Payment and Payment in Full of the Guaranteed Obligations and the termination of this Agreement, such Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b) As of any date of determination, the "Allocable Amount" of any Guarantor shall be equal to the excess of the fair saleable value of the property of such Guarantor over the total liabilities of such Guarantor (including the maximum amount reasonably expected to become due in respect of contingent liabilities, calculated, without duplication, assuming each other Guarantor that is also liable for such contingent liability pays its ratable share thereof), giving effect to all payments made by other Guarantors as of such date in a manner to maximize the amount of such contributions.

(c) This Section 10.12 is intended only to define the relative rights of the Guarantors, and nothing set forth in this Section 10.12 is intended to or shall impair the obligations of the Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Guaranty.

(d) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Guarantor or Guarantors to which such contribution and indemnification is owing.

(e) The rights of the indemnifying Guarantors against other Guarantors under this Section 10.12 shall be exercisable upon Payment in Full of the Guaranteed Obligations and the termination of this Agreement.

SECTION 10.13. Liability Cumulative. The liability of each Loan Party as a Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent, the Issuing Banks and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

SECTION 10.14. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Guarantee in respect of a Swap Obligation (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.14 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.14 or otherwise under this Guaranty voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Except as otherwise provided herein, the obligations of each Qualified ECP Guarantor under this Section 10.14 shall remain in full force and effect until the termination of all Swap Obligations. Each Qualified ECP Guarantor intends that this Section 10.14 constitute, and this Section 10.14 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE XI
THE BORROWER REPRESENTATIVE

SECTION 11.01. Appointment; Nature of Relationship. The Company is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative") hereunder and under each other Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XI. Additionally, the Borrowers hereby appoint the Borrower Representative as their agent to receive all of the proceeds of the Loans in the Funding Account, at which time the Borrower Representative shall promptly disburse such Loans to the appropriate Borrower(s), provided that, in the case of a Revolving Loan, such amount shall not exceed Excess Availability. The Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section 11.01.

SECTION 11.02. Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

SECTION 11.03. Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 11.04. Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default or Event of Default hereunder referring to this Agreement describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Borrower Representative receives such a notice, the Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

SECTION 11.05. Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

SECTION 11.06. Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including, without limitation, the Borrowing Base Certificates and the Compliance Certificates. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

SECTION 11.07. Reporting. Each Borrower hereby agrees that such Borrower shall furnish promptly after each fiscal month to the Borrower Representative a copy of its Borrowing Base Certificate and any other certificate or report required hereunder or requested by the Borrower Representative on which the Borrower Representative shall rely to prepare the Borrowing Base Certificates and Compliance Certificate required pursuant to the provisions of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

ENCHANTED ROCK HOLDINGS, LLC

By: /s/ Ian Blakely
Name: Ian Blakely
Title: Chief Financial Officer

ENCHANTED ROCK MANAGEMENT, LLC

By: /s/ Ian Blakely
Name: Ian Blakely
Title: Chief Financial Officer

ENCHANTED ROCK, LLC

By: /s/ Ian Blakely
Name: Ian Blakely
Title: Chief Financial Officer

ENCHANTED ROCK 3, LLC

By: /s/ Ian Blakely
Name: Ian Blakely
Title: Chief Financial Officer

ELECTRANET REP I, LLC

By: /s/ Ian Blakely
Name: Ian Blakely
Title: Chief Financial Officer

ELECTRANET QSE I, LLC

By: /s/ Ian Blakely
Name: Ian Blakely
Title: Chief Financial Officer

EROCK ON-SITE, LLC

By: /s/ Ian Blakely
Name: Ian Blakely
Title: Chief Financial Officer

ELECTRANET POWER, LLC

By: /s/ Ian Blakely
Name: Ian Blakely
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Administrative Agent, as a Lender, as an Issuing Bank and as a Swingline Lender

By: /s/ Andy Yang
Name: Andy Yang
Title: Authorized Officer

MORGAN STANLEY SENIOR FUNDING, INC.,
as a Lender and as an Issuing Bank

By: /s/ Michael King
Name: Michael King
Title: Vice President

[*Signature Page to Credit Agreement*]

BARCLAYS BANK PLC, as a Lender and Issuing Bank

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis
Title: Director

[*Signature Page to Credit Agreement*]

HSBC Ventures USA Inc.,
individually as a Lender and as an Issuing Bank

By: /s/ Maddie Jodka
Name: Maddie Jodka
Title: Vice President

[*Signature Page to Credit Agreement*]

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement No. 333-295965 on Form S-1 of our report dated April 1, 2026, relating to the financial statements of ERock, Inc. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP
Houston, Texas
June 5, 2026

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement No. 333-295965 on Form S-1 of our report dated April 1, 2026, relating to the financial statements of Enchanted Rock Holdings, LLC. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP
Houston, Texas
June 5, 2026