Exhibit 10.11  
FORM OF REGISTRATION RIGHTS AGREEMENT  
THIS REGISTRATION RIGHTS AGREEMENT (this “Agreement”) is entered into as of [•], 2024, by and among TRTL Holding Corp., a Delaware corporation (“Pubco”), TortoiseEcofin Sponsor III LLC, a Cayman Islands limited liability company (“Sponsor”), and each of the undersigned parties listed as Holders on the signature pages hereto (along with the Sponsor, each a “Holder” and collectively the “Holders”).  
RECITALS  
WHEREAS, on August 14, 2023, TortoiseEcofin Acquisition Corp. III, a Delaware corporation (the “TortoiseCorp III”),entered into a Business Combination Agreement with (i) One Energy Enterprises, Inc., a Delaware corporation (“One Energy”), and (ii) TRTL III Merger Sub Inc., a Delaware corporation (“Merger Sub”) (the “Original Business Combination Agreement”);  
WHEREAS, on February 14, 2024, TortoiseCorp III amended and restated the Original Business Combination Agreement by entering into an Amended and Restated Business Combination Agreement with (i) One Energy, (ii) TRTL Holding Corp., a Delaware corporation and wholly owned subsidiary of Pubco (“Pubco”), (iii) TRTL III First Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Pubco (“TRTL Merger Sub”), (iv) OEE Merger Sub Inc., a wholly owned subsidiary of Pubco (“Company Merger Sub” and together with TRTL Merger Sub, the “Merger Subs”) (the “A&R Business Combination Agreement”);  
WHEREAS, on the date of the Closing (defined below), prior to the effective time of the Merger (defined below), TortoiseCorp III shall transfer by way of continuation from the Cayman Islands to Delaware and domesticate as a Delaware corporation in accordance with Section 388 of the General Corporation Law of the State of Delaware and Part XII of the Cayman Islands Companies Act (the “Domestication”), on the terms and subject to the conditions set forth in the A&R Business Combination Agreement;  
WHEREAS, upon the consummation of the transactions contemplated by the A&R Business Combination Agreement (the “Closing”) and following the Domestication, (a) TRTL Merger Sub will merge with and into TortoiseCorp III (the “TRTL Merger”), with TortoiseCorp III as the surviving company in the TRTL Merger and, as a result of the TRTL Merger, TortoiseCorp III will become a wholly owned subsidiary of Pubco, and (b) (i) Company Merger Sub will merge with and into One Energy (the “One Energy Merger” and together with the TRTL Merger, collectively referred to as the “Merger”), with One Energy as the surviving company in the One Energy Merger and, as a result of the One Energy Merger, One Energy will become a wholly owned subsidiary of Pubco;  
WHEREAS, TortoiseCorp III, Sponsor and the other Holders listed as TortoiseCorp Holders on Schedule I hereto (collectively, the “TortoiseCorp Holders”) are parties to that certain Registration Rights Agreement, dated July 19, 2021 (the “Prior Agreement”);  
WHEREAS, TortoiseCorp III and the TortoiseCorp Holders desire to terminate the Prior Agreement in its entirety and to accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior Agreement;  
WHEREAS, the One Energy Holders listed on Schedule I hereto (“One Energy Holders”) will receive shares of Common Stock in in connection with the consummation of the Merger; and  
WHEREAS, in connection with the Closing, Pubco and the Holders desire to enter into this Agreement to be effective at the Closing in order to provide the Holders with certain registration rights on the terms and conditions set forth herein.  
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:  
1. DEFINITIONS.  
1.1 Definitions. Terms used but not defined herein shall have their respective meanings set forth in the A&R Business Combination Agreement. The following capitalized terms used herein have the following meanings:  
“Adverse Disclosure” means public disclosure of material non-public information that, in the good faith judgment of the Pubco Board: (i) would be required to be made in any Registration Statement filed with the Commission by Pubco so that such Registration Statement, from and after its effective date, does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) would not be required to be made at such time but for the filing, effectiveness or continued use of such Registration Statement; and (iii) Pubco has a bona fide business purpose for not disclosing publicly.  
“Agreement” means this Agreement, as amended, restated, supplemented, or otherwise modified from time to time.  
“A&R Business Combination Agreement” is defined in the recitals to this Agreement.  
“Block Trade” means any non-marketed underwritten offering taking the form of a block trade to a financial institution, “qualified institutional buyer” or “institutional accredited investor,” bought deal, over-night deal or similar transaction that does not include the filing of a Prospectus or Issuer Free Writing Prospectus with the Commission, “road show” presentations to potential investors requiring substantial marketing effort from management, the issuance of a “comfort letter” by Pubco’s auditors or the issuance of legal opinions by Pubco’s legal counsel (other than those delivered to Xxxxx’s transfer agent with respect to the removal of any legend).  
“Business Day” means a day, other than a Saturday or Sunday, on which commercial banks in New York, New York are open for the general transaction of business; provided that banks shall be deemed to be generally open for the general transaction of business in the event of a “shelter in place” or similar closure of physical branch locations at the direction of any Governmental Entity if such banks’ electronic funds transfer system (including for wire transfers) are open for use by customers on such day.  
“Closing” is defined in the recitals to this Agreement.  
“Commission” means the U.S. Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.  
“Demand Registration” is defined in Section 2.2.1.  
“Demanding Holder” is defined in Section 2.2.1.  
“Domestication” is defined in the recitals to this Agreement.  
“Effectiveness Period” is defined in Section 3.1.3.  
“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.  
“Filing Date” is defined in Section 2.1.1.  
“Form S-1” means a Registration Statement on Form S-1.  
“Form S-3” means a Registration Statement on Form S-3 or any similar short-form registration that may be available at such time.  
“Holders” is defined in the preamble to this Agreement.  
“Holder Indemnified Party” is defined in Section 4.1.  
“Issuer Free Writing Prospectus” means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of the Registrable Securities.  
“Indemnified Party” is defined in Section 4.3.  
“Indemnifying Party” is defined in Section 4.3.  
“Lock-Up Period” is defined in the applicable Lock-Up Agreement dated as of the date hereof among Pubco, Sponsor and the TortoiseCorp Holder signatory hereto (the “Lock-Up Agreement”).  
“Maximum Number of Shares” is defined in Section 2.2.4.  
“Merger” is defined in the recitals to this Agreement.  
“Merger Sub” is defined in the recitals to this Agreement.  
“New Registration Statement” is defined in Section 2.1.4.  
“Notices” is defined in Section 6.4.  
“One Energy” is defined in the recitals to this Agreement.  
“Original Business Combination Agreement” is defined in the recitals to this Agreement.  
“Piggy-Back Registration” is defined in Section 2.3.1.  
“Prior Agreement” is defined in the recitals to this Agreement.  
“Pro Rata” is defined in Section 2.2.4.  
“Prospectus” means (i) the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including post-effective amendments and supplements, and all other material incorporated by reference in such prospectus, and (ii) any Issuer Free Writing Prospectus.  
“Pubco” is defined in the preamble to this Agreement.  
“Pubco Board” means the board of directors of Pubco.  
“Register,” “Registered” and “Registration” mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.  
“Registrable Securities” means (i) the Pubco Common Shares issued to the One Energy Holders as Transaction Share Consideration, (ii) the Pubco Common Shares held by the TortoiseCorp Holders, (iii) the Pubco Common Shares issued to the TortoiseCorp Holders upon conversion of the TortoiseCorp III Class B Shares in connection with the Merger, (iv) the Pubco Common Shares issuable upon exercise of all warrants of TortoiseCorp Holder held by the TortoiseCorp Holders, and (iv) all shares of Common Stock issued to the Holders with respect to such securities referred to in clauses (i) – (iv) by way of any stock split, stock dividend or other distribution, recapitalization, stock exchange, stock reconstruction, amalgamation, contractual control arrangement or similar event. As to any Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such securities shall have been otherwise transferred, new certificates or book-entry positions for them not bearing a legend restricting further transfer shall have been delivered by Pubco and subsequent public distribution of them shall not require registration under the Securities Act; (c) such securities may be sold by the holders thereof without restriction under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or the manner of sale; or (d) such securities shall have ceased to be outstanding.  
“Registration Statement” means a registration statement filed by Pubco with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities (other than a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).  
“Requesting Holder” is defined in Section 2.1.5(a).  
“Resale Shelf Registration Statement” is defined in Section 2.1.1.  
“Restricted Securities” is defined in the Lock-Up Agreement.  
“Rule 144” means Rule 144 promulgated under the Securities Act (or any successor rule promulgated by the Commission).  
“SEC Guidance” means any publicly available written or oral guidance, comments, requirements, or requests of the Commission staff.  
“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.  
“Selling Holders” is defined in Section 2.1.5(a)(ii).  
“Sponsor” is defined in the preamble to this Agreement.  
“Subsequent Shelf Registration” is defined in Section 2.1.3.  
“Suspension Event” is defined in Section 3.1.1.  
“TortoiseCorp III” is defined in the recitals to this Agreement.  
“TortoiseCorp III Class B Shares” means, prior to the Domestication, TortoiseCorp III Class B ordinary shares, par value $0.0001 per share.  
“TortoiseCorp Holders” is defined in the recitals to this Agreement.  
“Transfer” means to (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase, make any short sale or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder, with respect to any Restricted Securities or (ii) enter into any swap or hedging or other arrangement which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Pubco Common Shares, or that transfers to another, in whole or in part, any of the economic consequences of ownership of any Pubco Common Shares, whether any such transaction described in clauses (i) or (ii) above is to be settled by delivery of such securities, in cash or otherwise.  
“Underwriter” means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer’s market-making activities.  
“Underwritten Demand Registration” shall mean an underwritten public offering of Registrable Securities pursuant to a Demand Registration, as amended or supplemented.  
“Underwritten Takedown” shall mean an underwritten public offering of Registrable Securities pursuant to the Resale Shelf Registration Statement, as amended or supplemented.  
2. REGISTRATION RIGHTS.  
2.1 Resale Shelf Registration Rights.  
2.1.1 Registration Statement Covering Resale of Registrable Securities. Pubco shall prepare and file or cause to be prepared and filed with the Commission as soon as practicable after the Closing Date, but in any event no later than sixty (60) calendar days prior to the expiration of the Lock-Up Period (the “Filing Date”), a Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 of the Securities Act registering the resale from time to time by the Holders of all of the Registrable Securities then held by such Holders (the “Resale Shelf Registration Statement”). The Resale Shelf Registration Statement shall be on Form S-3 or another appropriate form permitting Registration of such Registrable Securities for resale by such Holders, or, if Pubco is ineligible to use Form S-3, on Form S-1. Pubco shall use reasonable best efforts to cause the Resale Shelf Registration Statement to be declared effective as soon as possible after filing, and once effective, to keep the Resale Shelf Registration Statement continuously effective under the Securities Act at all times until the expiration of the Effectiveness Period.  
2.1.2 Notification and Distribution of Materials. Pubco shall notify the holders of the Registrable Securities in writing of the effectiveness of the Resale Shelf Registration Statement and shall furnish to them, without charge, such number of copies of the Resale Shelf Registration Statement (including any amendments, supplements and exhibits), the Prospectus contained therein (including each preliminary Prospectus and all related amendments and supplements) and any documents incorporated by reference in the Resale Shelf Registration Statement or such other documents as the holders of the Registrable Securities may reasonably request in order to facilitate the sale of the Registrable Securities in the manner described in the Resale Shelf Registration Statement.  
2.1.3 Amendments and Supplements; Subsequent Shelf Registration. Subject to the provisions of Section 2.1.1 above, Pubco shall promptly prepare and file with the Commission from time to time such amendments and supplements to the Resale Shelf Registration Statement and Prospectus used in connection therewith as may be necessary to keep the Resale Shelf Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities during the Effectiveness Period, or to file an additional Registration Statement as a shelf registration (a “Subsequent Shelf Registration”) registering the resale of all outstanding Registrable Securities from time to time, and pursuant to any method or combination of methods legally available to, and reasonably requested by, any holder. If a Subsequent Shelf Registration is filed, Pubco shall use its reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof and (ii) keep such Subsequent Shelf Registration continuously effective and to comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities at all times during the Effectiveness Period. For purposes of interpretation, a Subsequent Shelf Registration shall be deemed a Resale Shelf Registration Statement hereunder.  
2.1.4 Notwithstanding the registration obligations set forth in this Section 2.1, in the event the Commission informs Pubco that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, Pubco agrees to promptly (i) inform each of the holders thereof and use its reasonable efforts to file amendments to the Resale Shelf Registration Statement as required by the Commission and/or (ii) withdraw the Resale Shelf Registration Statement and file a new registration statement (a “New Registration Statement”), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering. In the event Pubco amends the Resale Shelf Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, Pubco will use its reasonable efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to Pubco or to registrants of securities in general, one or more registration statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Resale Shelf Registration Statement, as amended, or the New Registration Statement.  
2.1.5 Notice of Certain Events. Pubco shall promptly notify the Holders in writing of any request by the Commission for any amendment or supplement to, or additional information in connection with, the Resale Shelf Registration Statement or New Registration Statement required to be prepared and filed hereunder (or Prospectus relating thereto). Pubco shall promptly notify each Holders in writing of the filing of the Resale Shelf Registration Statement, New Registration Statement, or any Prospectus, amendment or supplement related thereto or any post-effective amendment and the effectiveness of any post-effective amendment.  
(a) If Pubco shall receive a request from the holders of Registrable Securities (the requesting holder(s) shall be referred to herein as the “Requesting Holder(s)”) that Pubco effect the Underwritten Takedown of all or any portion of the Requesting Holder’s Registrable Securities, and specifying the intended method of disposition thereof, then, subject to Section 3.5, Pubco shall, if applicable, promptly give notice of such requested Underwritten Takedown at least three (3) Business Days prior to the anticipated filing date of the Prospectus relating to such Underwritten Takedown to the other Holders and in any event use its reasonable best efforts to effect, as expeditiously as possible, the offering in such Underwritten Takedown of:  
(i) subject to the restrictions set forth in Section 2.2.4, all Registrable Securities for which the Requesting Holder has requested such offering under Section 2.1.5(a); and  
(ii) as applicable and subject to the restrictions set forth in Section 2.2.4, all other Registrable Securities that any holders of Registrable Securities (all such holders, together with the Requesting Holder, the “Selling Holders”) have requested Pubco to offer by request received by Pubco within five (5) Business Days after such holders receive Pubco’s notice of the Underwritten Takedown, all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be offered.  
(b) Promptly after the expiration of the five (5) Business Day period referred to in Section 2.1.5(a)(ii), Pubco will notify all Selling Holders of the identities of the other Selling Holders and the number of shares of Registrable Securities requested to be included therein.  
(c) Pubco shall only be required to effectuate one Underwritten Takedown within any six-month period.  
(d) If the managing Underwriter in an Underwritten Takedown advises Pubco and the Requesting Holder that, in its view, the number of shares of Registrable Securities requested to be included in such underwritten offering exceeds the largest number of shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, the shares included in such Underwritten Takedown will be reduced by the Registrable Securities held by the Selling Holders (applied on a pro rata basis based on the total number of Registrable Securities held by such Selling Holders, and, if reasonably applicable, subject to a determination by the Commission that certain Selling Holders must be reduced first based on the number of Registrable Securities held by such Selling Holders).  
2.1.6 Selection of Underwriters. Selling Holders holding a majority in interest of the Registrable Securities requested to be sold in an Underwritten Takedown shall have the right to select an Underwriter or Underwriters in connection with such Underwritten Takedown, which Underwriter or Underwriters shall be reasonably acceptable to Pubco. In connection with an Underwritten Takedown, Pubco shall enter into customary agreements (including an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of the Registrable Securities in such Underwritten Takedown, including, if necessary, the engagement of a “qualified independent underwriter” in connection with the qualification of the underwriting arrangements with the Financial Industry Regulatory Authority, Inc. (“FINRA”).  
2.1.7 Registrations effected pursuant to this Section 2.1 shall not be counted as Demand Registrations effected pursuant to Section 2.2.  
2.1.8 Withdrawal. A Selling Holder shall have the right to withdraw all or any portion of its Registrable Securities included in an Underwritten Takedown pursuant to this Section 2.1 for any reason or no reason whatsoever upon written notice to Pubco and the Underwriter or Underwriters of its intention to withdraw from such Underwritten Takedown prior to the public announcement of such Underwritten Takedown. Notwithstanding anything to the contrary in this Agreement, Pubco shall be responsible for the registration expenses incurred in connection with an Underwritten Takedown prior to a withdrawal under this Section 2.1.8. If all Registrable Securities are withdrawn from an Underwritten Takedown pursuant to this Section 2.1.8, such withdrawn Underwritten Takedown shall not be counted as an Underwritten Takedown effected pursuant to Section 2.1.5(c).  
2.1.9 Block Trade. If Pubco shall receive during the term hereof a request from the holders of Registrable Securities with an estimated market value of at least $5.0 million that Pubco effect the sale of all or any portion of the Registrable Securities in a Block Trade, then Pubco shall, as expeditiously as possible, effectuate the offering in such Block Trade of the Registrable Securities for which such requesting holder has requested such offering under Section 2.1.9. Notwithstanding anything herein to the contrary, a Block Trade shall not be counted as an Underwritten Takedown effected pursuant to Section 2.1.5(c).  
2.2 Demand Registration.  
2.2.1 Request for Registration. Subject to Section 3.5, from time to time after the expiration of the Lock-Up Period, (i) TortoiseCorp Holders who hold a majority in interest of the Registrable Securities held by all TortoiseCorp Holders or (ii) One Energy Holders who hold at least a majority of the Registrable Securities held by all One Energy Holders, as the case may be, ,may make a written demand for Registration under the Securities Act of all or any portion of their Registrable Securities on Form S-1 or any similar long-form Registration or, if then available, on Form S-3. Each registration requested pursuant to this Section 2.2.1 is referred to herein as a “Demand Registration”. Any demand for a Demand Registration shall specify the number of shares of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. Pubco will notify all Holders that are Holders of Registrable Securities of the demand, and each such holder of Registrable Securities who wishes to include all or a portion of such holder’s Registrable Securities in the Demand Registration (each such holder including shares of Registrable Securities in such registration, a “Demanding Holder”) shall so notify Pubco within fifteen (15) calendar days after the receipt by the holder of the notice from Pubco. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Section 2.2.4 and the provisos set forth in Section 3.1.1. Pubco shall not be obligated to effect: (a) more than one (1) Demand Registration during any six-month period; or (b) any Demand Registration at any time if there is an effective Resale Shelf Registration Statement for the Registrable Securities on file with the Commission pursuant to Section 2.1.  
2.2.2 Effective Registration. A Registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and Pubco has complied with all of its obligations under this Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders thereafter elect to continue the offering; provided, further, that Pubco shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated (including, but not limited to, as a consequence of a vote by a majority-in-interest of the Demanding Holders).  
2.2.3 Underwritten Offering. If the Demanding Holders so elect and such holders so advise Pubco as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering. In such event, the right of any holder to include its Registrable Securities in such registration shall be conditioned upon such holder’s participation in such underwriting and the inclusion of such holder’s Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by the holders initiating the Demand Registration, and subject to the reasonable approval of Pubco.  
2.2.4 Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration that is to be an underwritten offering, in good faith, advises Pubco and the Demanding Holders in writing that the dollar amount or number of shares of Registrable Securities which the Demanding Holders desire to sell, taken together with all other Pubco Common Shares or other securities which Pubco desires to sell and the Pubco Common Shares, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other shareholders of Pubco who desire to sell, exceeds the maximum dollar amount or maximum number of shares that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of shares, as applicable, the “Maximum Number of Shares”), then Pubco shall include in such registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (pro rata in accordance with the number of Registrable Securities that each such Person has requested be included in such registration, regardless of the number of shares held by each such Person (such proportion is referred to herein as “Pro Rata”)) that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the Pubco Common Shares or other securities that Pubco desires to sell that can be sold without exceeding the Maximum Number of Shares; (iii) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), the Pubco Common Shares or other securities for the account of other persons that Pubco is obligated to register pursuant to written contractual arrangements with such persons, as to which “piggy-back” registration has been requested by the holders thereof, Pro Rata, that can be sold without exceeding the Maximum Number of Shares.  
2.2.5 Withdrawal. Any Demanding Holder or Requesting Holder shall have the right to withdraw from a Registration pursuant to such Demand Registration for any reason or no reason whatsoever upon written notification to Pubco and the Underwriter or Underwriters, if any, of their intention to withdraw from such Registration prior to (i) in the case of a Demand Registration not involving an Underwritten Offering, the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration or (ii) in the case of a Demand Registration involving an Underwritten Offering, the pricing of such Underwritten Offering; provided, however, that upon withdrawal by a majority-in-interest of the Demanding Holders initiating a Demand Registration, Pubco shall cease all efforts to secure effectiveness of the applicable Registration Statement or complete the Underwritten Offering, as applicable. Notwithstanding anything to the contrary in this Agreement, (a) upon withdrawal, such Registration shall no longer be considered a Demand Registration and (b) Pubco shall be responsible for the registration expenses incurred in connection with a Demand Registration prior to its withdrawal under this Section 2.2.5.  
2.3 Piggy-Back Registration.  
2.3.1 Piggy-Back Rights. If at any time after the expiration of the Lock-Up Period, Pubco proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by Pubco for its own account or for shareholders of Pubco for their account (or by Pubco and by shareholders of Pubco including, without limitation, pursuant to Section 2.1), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to Pubco’s existing shareholders, (iii) for an offering of debt that is convertible into equity securities of Pubco or (iv) for a dividend reinvestment plan, then Pubco shall (x) give written notice of such proposed filing to the holders of Registrable Securities as soon as practicable but in no event less than ten (10) calendar days before the anticipated filing date, which notice shall describe  
the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within five (5) calendar days following receipt of such notice (a “Piggy-Back Registration”). Pubco shall cause such Registrable Securities to be included in such registration and shall use its reasonable efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of Pubco and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.  
2.3.2 Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises Pubco and the holders of Registrable Securities in writing that the dollar amount or number of Pubco Common Shares which Pubco desires to sell, taken together with Pubco Common Shares, if any, as to which registration has been demanded pursuant to written contractual arrangements with persons other than the holders of Registrable Securities hereunder and the Registrable Securities as to which registration has been requested under this Section 2.3, exceeds the Maximum Number of Shares, then Pubco shall include in any such registration:  
(a) If the registration is undertaken for Pubco’s account: (A) first, the Pubco Common Shares or other securities that Pubco desires to sell that can be sold without exceeding the Maximum Number of Shares; and (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the Pubco Common Shares or other securities, if any, comprised of Registrable Securities, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares, Pro Rata; and (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), the Pubco Common Shares or other securities for the account of other persons that Pubco is obligated to register pursuant to written contractual piggy-back registration rights with such persons and that can be sold without exceeding the Maximum Number of Shares; and  
(b) If the registration is a “demand” registration undertaken at the demand of persons other than the holders of Registrable Securities, (A) first, the Pubco Common Shares or other securities for the account of the demanding persons that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the Pubco Common Shares or other securities that Pubco desires to sell that can be sold without exceeding the Maximum Number of Shares; (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), the Registrable Securities, Pro Rata, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares; and (D) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A), (B) and (C), the Pubco Common Shares or other securities for the account of other persons that Pubco is obligated to register pursuant to written contractual arrangements with such persons, that can be sold without exceeding the Maximum Number of Shares.  
2.3.3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder’s request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to Pubco of such request to withdraw prior to the effectiveness of the Registration Statement. Pubco (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, Pubco shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.  
3. REGISTRATION PROCEDURES.  
3.1 Filings; Information. Whenever Pubco is required to effect the registration of any Registrable Securities pursuant to Section 2, Pubco shall use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as practicable, and in connection with any such request:  
3.1.1 Filing Registration Statement. Pubco shall use its reasonable best efforts to, as expeditiously as possible after receipt of a request for a Demand Registration pursuant to Section 2.2, prepare and file with the Commission a Registration Statement on any form for which Pubco then qualifies or which counsel for Pubco shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its reasonable best efforts to cause such Registration Statement to become effective and use its reasonable efforts to keep it effective until all Registrable Securities covered by such Registration Statement are cold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus; provided, however, that if the filing, initial effectiveness or continued use of any Registration Statement (including the Resale Shelf Registration Statement) at any time would require Pubco to make an Adverse Disclosure, Pubco may, upon giving prompt written notice of such action to the holders of Registrable Securities, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement (a “Suspension Event”); provided, however, that Pubco shall not be permitted to exercise a Suspension Event for more than a total of ninety (90) calendar days in any three hundred sixty-five (365)-day period; and provided further that Pubco shall not register any securities for its own account or that of any other stockholder during any such Suspension Event, other than pursuant to a registration relating to the sale or grant of securities to employees or directors of Pubco or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; or a registration in which the only Pubco Common Shares being registered is Pubco Common Shares issuable upon conversion of debt securities that are also being registered. In the case of a Suspension Event, the holders of Registrable Securities agree to suspend use of the applicable Prospectus in connection with any sale or purchase, or offer to sell or purchase, Registrable Securities, as applicable, upon receipt of the notice referred to above. Pubco shall immediately notify the holders of Registrable Securities in writing upon the termination of any Suspension Event, amend or supplement the Prospectus, if necessary, so it does not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading and furnish to the holders of Registrable Securities such numbers of copies of the Prospectus as so amended or supplemented as the holders of Registrable Securities may reasonably request. Pubco shall, if necessary, supplement or amend the Resale Shelf Registration Statement or Demand Registration Statement, if required by the registration form used by Pubco for the Resale Shelf Registration Statement or Demand Registration or by the instructions applicable to such registration form or by the Securities Act or the rules or regulations promulgated thereunder or as may reasonably be requested by the holders of Registrable Securities holding a majority of Registrable Securities that are included in such Resale Shelf Registration Statement or Demand Registration Statement.  
3.1.2 Copies. Pubco shall, prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the holders of Registrable Securities included in such registration, and such holders’ legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the holders of Registrable Securities included in such registration or legal counsel for any such holders may request in order to facilitate the disposition of the Registrable Securities owned by such holders.  
3.1.3 Amendments and Supplements. Until the earlier of (i) the first anniversary of the date of filing “Form 10 information” (as defined in Rule 144 under the Securities Act) reflecting the consummation of the transactions contemplated by the A&R Business Combination Agreement or (ii) the date as of which (A) all of the Registrable Securities, as applicable, have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)), or (B) permitted to sell the Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or the manner of sale, Pubco shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act (the “Effectiveness Period”).  
3.1.4 Notification. After the filing of a Registration Statement, Pubco shall promptly, and in no event more than three (3) Business Days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders promptly and confirm such advice in writing in all events within three (3) Business Days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and Pubco shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any Prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or Prospectus or any amendment or supplement thereto, including documents incorporated by reference, Pubco shall furnish to the holders of Registrable Securities included in such Registration Statement and to the legal counsel for any such holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such holders and legal counsel with a reasonable opportunity to review such documents and comment thereon.  
3.1.5 Securities Laws Compliance. Pubco shall use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or “blue sky” laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of Pubco and do any and all other acts and things that may be necessary or advisable to enable the holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that Pubco shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.  
3.1.6 Agreements for Disposition. Pubco shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of Pubco in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the holders of Registrable Securities included in such registration statement, and the representations, warranties and covenants of the holders of Registrable Securities included in such registration statement in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of Pubco.  
3.1.7 Comfort Letter. Pubco shall obtain a “cold comfort” letter from Pubco’s independent registered public accountants in the event of an underwritten offering, in customary form and covering such matters of the type customarily covered by “cold comfort” letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating holders.  
3.1.8 Opinions. On the date the Registrable Securities are delivered for sale pursuant to any Registration, Pubco shall obtain an opinion, dated such date, of one (1) counsel representing Pubco for the purposes of such Registration, addressed to the holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions, and reasonably satisfactory to a majority in interest of the participating holders.  
3.1.9 Cooperation. The principal executive officer of Pubco, the principal financial officer of Pubco, the principal accounting officer of Pubco, and all other officers and members of the management of Pubco shall, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the holders of Registrable Securities, in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors. If an underwritten offering involves Registrable Securities with a total offering price (including piggyback securities and before deducting underwriting discounts) to exceed $50.0 million, Pubco will use its reasonable efforts to make available senior executives of Pubco to participate in customary “road show” presentations that may be reasonably requested by the Underwriter in the underwritten offering.  
3.1.10 Records. Upon execution of confidentiality agreements, Pubco shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of Pubco, as shall be necessary to enable them to exercise their due diligence responsibility, and cause Pubco’s officers, directors and employees to supply all information requested by any of them in connection with such Registration Statement.  
3.1.11 Earnings Statement. Pubco shall use its reasonable efforts to comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its shareholders, as soon as reasonably practicable, an earnings statement covering a period of twelve (12) months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.  
3.1.12 Listing. Pubco shall use its reasonable efforts to cause all Registrable Securities included in any Registration Statement to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by Pubco are then listed or designated.  
3.2 Obligation to Suspend Distribution. Upon receipt of any written notice from Pubco of the happening of any event of the kind described in Section 3.1.4(iv), or, upon any suspension by Pubco, pursuant to a written xxxxxxx xxxxxxx compliance program adopted by Pubco Board, of the ability of all “insiders” covered by such program to transact in Pubco’s securities because of the existence of material non-public information, each holder of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended Prospectus contemplated by Section 3.1.4(iv) or the restriction on the ability of “insiders” to transact in Pubco’s securities is removed, as applicable, and, if so directed by Pubco, each such holder will deliver to Pubco all copies, other than permanent file copies then in such holder’s possession, of the most recent Prospectus covering such Registrable Securities at the time of receipt of such notice.  
3.3 Registration Expenses. Pubco shall bear all costs and expenses incurred in connection with the Resale Shelf Registration Statement pursuant to Section 2.1, any Demand Registration pursuant to Section 2.2, any Underwritten Takedown pursuant to Section 2.1.5(a)(i) or Section 2.2.1 and any Piggy-Back Registration pursuant to Section 2.3, and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective or the Underwritten Takedown is consummated, as applicable, including, without limitation: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or “blue sky” laws (including fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) Pubco’s internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.12; (vi) FINRA fees; (vii) fees and disbursements of counsel for Pubco and fees and expenses for independent certified public accountants retained by Pubco; (viii) the fees and expenses of any special experts retained by Pubco in connection with such registration and (ix) the reasonable fees and expenses of one (1) legal counsel selected by the holders of a majority-in-interest of the Registrable Securities included in such registration in an amount not to exceed $75,000. Pubco shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders. Additionally, in an underwritten offering, all selling shareholders and Pubco shall bear the expenses of the Underwriter’s marketing costs pro rata in proportion to the respective amount of shares each is selling in such offering.  
3.4 Information. The holders of Registrable Securities shall promptly provide such information as may reasonably be requested by Pubco, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act and in connection with Pubco’s obligation to comply with Federal and applicable state securities laws; provided, however, that Pubco shall advise the disclosing person before using or relying upon such information in connection with the preparation of such Registration Statement.  
3.5 Compliance with Lock-Up Agreement. Notwithstanding anything to in this Agreement to the contrary, all sales of Registrable Securities, including without limitation, the timing and amount of Registrable Securities sold, must comply with the terms of the Lock-Up Agreement. In addition, the holders of Registrable Securities agree that they shall, prior to and in conjunction with any notice pursuant to Section 2.1.5(a) regarding a proposed Underwritten Takedown or pursuant to Section 2.2, consult with Pubco regarding market conditions and the advisability of undertaking such an offering of Registrable Securities at that time and agrees to delay or defer any proposed offering as may be reasonably requested by Pubco.  
4. INDEMNIFICATION AND CONTRIBUTION.  
4.1 Indemnification by Pubco. Pubco agrees to indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Securities, and each of their respective officers, employees, affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls a holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, a “Holder Indemnified Party”), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any Prospectus (including any preliminary Prospectus, final Prospectus or summary Prospectus) contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by Pubco of the Securities Act or any rule or regulation promulgated thereunder applicable to Pubco and relating to action or inaction required of Pubco in connection with any such registration; and Pubco shall promptly reimburse the Holder Indemnified Party for any legal and any other expenses reasonably incurred by such Holder Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; provided, however, that Pubco will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, Prospectus (including any preliminary Prospectus, final Prospectus, or summary Prospectus), or any such amendment or supplement, in reliance upon and in conformity with information furnished to Pubco, in writing, by such selling holder expressly for use therein. Pubco shall indemnify the Underwriters, their officers, directors, and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing sentence with respect to the indemnification of the holders.  
4.2 Indemnification by Holders of Registrable Securities. Each selling holder of Registrable Securities will, in the event that any registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling holder, indemnify and hold harmless, to the fullest extent permitted by law, Pubco, each of its directors and officers, and each other selling holder and each other person, if any, who controls another selling holder within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any Prospectus (including any preliminary Prospectus, final Prospectus or summary Prospectus) contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, but only to the extent that such untrue statement or omission was made in reliance upon and in conformity with information furnished in writing to Pubco by such selling holder expressly for use therein. Each selling holder’s indemnification obligations hereunder shall be several and not joint and shall be in proportion to and limited to the aggregate amount of any net proceeds (after payment of any underwriting fees, discounts, commissions, or taxes) actually received by such selling holder in connection with the sale of Registrable Securities under such Registration Statement or Prospectus. The selling holders shall indemnify the Underwriters, their officers, directors, and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of Pubco.  
4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Sections 4.1 or 4.2, such person (the “Indemnified Party”) shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the “Indemnifying  
Party”) in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to promptly notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel, which counsel is reasonably acceptable to the Indemnifying Party) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the reasonable judgment of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement: (a) is settled in all respects by the payment of money (and such money is so paid by the Indemnifying Party pursuant to the terms of such settlement); (b) the Indemnified Party is not obligated to take or restrict any action (other than comply with customary confidentiality obligations in connection therewith); and (c) includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.  
4.4 Contribution.  
4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party, the extent that such untrue or alleged untrue statement or omission was made in reliance upon and in conformity with information furnished by the Indemnifying Party expressly for use in the applicable Registration Statement or Prospectus, or such parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding anything herein to the contrary, no party shall be obligated to contribute pursuant to this Section unless and until it is determined to be an Indemnifying Party subject to the obligations of Section 4.1 or 4.2, as applicable.  
4.4.2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4.2 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding Section 4.4.1.  
4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the limitations on indemnity provided under Section 4.2. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.  
4.5 Survival. The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Party or any officer, director, or controlling person of such Indemnified Party and shall survive the transfer of securities.  
5. UNDERWRITING AND DISTRIBUTION.  
5.1 Rule 144. As long as any holder shall own Registrable Securities, Pubco, at all times while it shall be a reporting company under the Exchange Act, covenants to use commercially reasonable efforts to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by Pubco after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish such holders with true and complete copies of all such filings. Pubco further covenants that it shall take such further action as any such holder may reasonably request, all to the extent required from time to time to enable such holder to sell Registrable Securities held by such holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144, including providing any legal opinions. Upon the request of any holder, Pubco shall deliver to such holder a written certification of a duly authorized officer as to whether it has complied with such requirements.  
6. MISCELLANEOUS.  
6.1 Prior Agreement. TortoiseCorp III and the TortoiseCorp Holders hereby terminate the Prior Agreement, which shall be of no further force and effect and is hereby superseded and replaced in its entirety by this Agreement. Pubco shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement (provided that the grant of right to require Pubco to register any of Pubco’s share capital for sale or to include Pubco’s share capital in any registration filed by Pubco for the sale of shares for its own account or for the account of any other person shall not, in and of itself, be deemed inconsistent with or in violation of the rights granted to the holders of Registrable Securities) and in the event of any conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.  
6.2 Assignment; No Third Party Beneficiaries. This Agreement and the rights, duties and obligations of Pubco hereunder may not be assigned or delegated by Xxxxx in whole or in part. This Agreement and the rights, duties, and obligations of the holders of Registrable Securities hereunder may be freely assigned or delegated by such holder of Registrable Securities in conjunction with and to the extent of any transfer of Registrable Securities by any such holder. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns and the holders of Registrable Securities and their respective successors and permitted assigns. This Agreement is not intended to confer any rights or benefits on any persons that are not party hereto other than as expressly set forth in Section 4 and this Section 6.2.  
6.3 Amendments and Modifications. Upon the written consent of Pubco and the holders of at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions,  
covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one holder or group of holders, solely in his, her or its capacity as a holder of the shares of capital stock of Pubco, in a manner that is materially different from the other holders (in such capacity) shall require the consent of the holder or holders so affected. In addition, each party hereto may waive any right hereunder (solely as applicable to such party) by an instrument in writing signed by such party. No course of dealing between any holder or Pubco and any other party hereto or any failure or delay on the part of a holder or Pubco in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any holder or Pubco. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.  
6.4 Term. This Agreement is binding upon its execution but shall take effect only at the Closing and shall terminate automatically upon the earliest to occur of (i) the termination of the Merger Agreement in accordance with its terms prior to the Closing; (ii) the forth anniversary of the date of this Agreement or (iii) the date as of which (A) all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (B) the holders of all Registrable Securities are permitted to sell the Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or the manner of sale; provided, however; provided that the provisions of Section 4 and Section 5 shall survive such termination.  
6.5 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, “Notices”) required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by facsimile or email, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given (i) on the date of service or transmission if personally served or transmitted by email or facsimile; provided, that if such service or transmission is not on a Business Day or is after normal business hours, then such notice shall be deemed given on the next Business Day or (ii) one Business Day after being deposited with a reputable courier service with an order for next-day delivery, to the parties as follows:  
If to Pubco:  
TRTL Holding Corp.  
000 XX XXX 00, Xxxxx 000  
Zephyr Cove, NV 89448  
Attention:  Xxxxxxx X. Xxxxxxx  
Xxxxxxx Xxxx  
E-mail:  xxxxx.xxxxxxx@xxxxxxxx.xxx  
Xxxxxxx.xxxx@ xxxxxxxx.xxx  
with a copy (which shall not constitute notice) to:  
Xxxxxxxx Xxxxxxxx & Schole LLP  
0000 Xxxxxx xx xxx Xxxxxxxx, 00xx Xxxxx  
New York, New York 10105, U.S.A.  
Attn:  Xxxxxxx X. Xxxx, Esq.  
Xxxxxx Xxxxxxxxx, Esq.  
Facsimile No.: (000) 000-0000  
Telephone No.: (000) 000-0000  
E-mail:  xxxxx@xxxxxx.xxx  
xxxxxxxxxx@xxxxxx.xxx  
If to Sponsor:  
TortoiseEcofin Sponsor III LLC  
000 XX XXX 00, Xxxxx 000  
Zephyr Cove, NV 89448  
Attention:  Xxxxxxx X. Xxxxxxx  
Xxxxxxx Xxxx  
E-mail:  xxxxx.xxxxxxx@xxxxxxxx.xxx  
Xxxxxxx.xxxx@ xxxxxxxx.xxx  
With a copy (which shall not constitute notice) to:  
Xxxxxxxx Xxxxxxxx & Schole LLP  
0000 Xxxxxx xx xxx Xxxxxxxx, 00xx Xxxxx  
New York, New York 10105, U.S.A.  
Attn:  Xxxxxxx X. Xxxx, Esq.  
Xxxxxx Xxxxxxxxx, Esq.  
Facsimile No.: (000) 000-0000  
Telephone No.: (000) 000-0000  
E-mail:  xxxxx@xxxxxx.xxx  
xxxxxxxxxx@xxxxxx.xxx  
If to a holder of Registrable Securities, other than Sponsor, to the address set forth under such holder’s signature to this Agreement or to such holder’s address as found in Pubco’s books and records; or to such other address as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.  
6.6 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.  
6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.  
6.8 Waiver of Jury Trial. THE PARTIES EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY PROCEEDING, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH PROCEEDING, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT  
A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR 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, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.8.  
6.9 Submission to Jurisdiction. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court located in the State of Delaware, for the purposes of any Proceeding, claim, demand, action or cause of action (a) arising under this Agreement or (b) in any way connected with or related or incidental to the dealings of the parties in respect of this Agreement or any of the transactions contemplated hereby, and irrevocably and unconditionally waives any objection to the laying of venue of any such Proceeding in any such court, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding has been brought in an inconvenient forum. Each party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Proceeding claim, demand, action or cause of action against such party (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any of the transactions contemplated hereby, (A) any claim that such party is not personally subject to the jurisdiction of the courts as described in this Section 6.9 for any reason, (B) that such party or such party’s property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) that (x) the Proceeding, claim, demand, action or cause of action in any such court is brought against such party in an inconvenient forum, (y) the venue of such Proceeding, claim, demand, action or cause of action against such party is improper or (z) this Agreement, or the subject matter hereof, may not be enforced against such party in or by such courts. Each party agrees that service of any process, summons, notice or document by registered mail to such party’s respective address set forth in Section 6.5 shall be effective service of process for any such Proceeding, claim, demand, action or cause of action.  
6.10 Remedies. Except as otherwise expressly provided herein, any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their respective obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case, without posting a bond and this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.  
6.11 Counterparts. This Agreement may be executed and delivered by facsimile or electronic signature or by email in portable document format and in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.  
6.12 Entire Agreement. This Agreement and the Lock-Up Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written, including without limitation (but solely upon the taking effect hereof at the Closing) the Prior Agreement.  
[Signature Page Follows]  
IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.  
 COMPANY:  
TortoiseEcofin Acquisition Corp. III  
By:   
 Name:   
Title:   
SPONSOR:  
TortoiseEcofin Sponsor III LLC  
By:   
 Name:   
Title:   
HOLDERS:  
[NAME]  
By:   
 Name:   
Title:   
SCHEDULE I  
TortoiseCorp Holders:  
TortoiseEcofin Sponsor III LLC  
One Energy Holders: