STRICTLY CONFIDENTIAL

21 July 2023

THE BELGIAN STATE

and

ELECTRABEL SA

and

ENGIE S.A.

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT (this "**Agreement**") is made **BETWEEN:**

(1) **THE BELGIAN STATE**, represented by Alexander De Croo, Prime Minister, holding office at 1000 Brussels (Belgium), Wetstraat / Rue de la Loi 16, and by Tinne Van der Straeten, Minister of Energy, holding office at 1000 Brussels (Belgium), Kruidtuinlaan / Boulevard du Jardin Botanique 50/156 ("**BEGOV**");

(2) **Electrabel SA**, a public limited liability company (*naamloze vennootschap / société anonyme*) incorporated and existing under Belgian law, having its registered office at 1000 Brussels (Belgium), Simon Bolivarlaan / Boulevard Simón Bolívar 34 and registered with the Crossroads Bank for Enterprises under number 0403.170.701 (RPE Brussels), represented by Thierry Saegeman, CEO and director and Pierre-François Riolacci, Chief Finance Officer and director ("**Electrabel**"),

BEGOV and Electrabel, each a "**Party**" and together the "**Parties**"; and

(3) **ENGIE S.A.**, a public limited liability company (*société anonyme*) incorporated and existing under French law, having its registered office at 92400 Courbevoie (France), 1 Place Samuel de Champlain and registered in the Nanterre Trade and Companies Register under number 542 107 651, represented by Catherine MacGregor, Chief Executive Officer and director and Pierre-François Riolacci, Executive Vice President in charge of Finance, Corporate Social Responsibility and Procurement ("**ENGIE S.A.**").

WHEREAS:

(A) The Belgian government agreement of 30 September 2020 sets out the following with respect to the option to extend the operation of 2 Gigawatt ("**GW**") of nuclear capacity (free translation): "*If said monitoring reveals an unexpected problem with the security of supply, the government shall take appropriate measures, including amending the legal timeline for a capacity up to 2 GW*".

(B) On 18 March 2022, the federal government decided to initiate the necessary steps with the aim of extending the operation of 2 GW of nuclear capacity, in particular by the continued operation of the LTO Units for a period of ten years each, considering the changed geopolitical context, including the war in Ukraine, the unexpected and un-notified unavailability of several French nuclear power plants and the impact thereof on the security of supply.

(C) BEGOV has requested that Electrabel extends the lifetime of both LTO Units by ten years, in each case at the earliest possible date in accordance with the Joint Objective (as defined below) (the "**LTO**"), subject to and taking into account the applicable safety regulations, as amended from time to time.

(D) As part of such extension of lifetime project undertaken at the request of BEGOV, the Parties envision a balanced and transparent split of the risks and rewards in relation to the LTO Units (as well as the Nuclear Operations (as defined below)).

(E) The Parties acknowledge that, in addition to the LTO and the Joint Objective, Electrabel remains focussed on ensuring the safe and reliable operation of the seven plants at the two sites of Doel and Tihange until their current legal end of life, and on ensuring safe decommissioning of Nuclear Operations (other than the LTO Units) under the applicable regulatory environments.

(F) The Parties acknowledge that the operation of the LTO Units will be conducted through a company structure, which will provide stability and provide each Party with a fair and balanced transaction structure in the long-term.

(G) Reference is made to:

(i) the non-binding letter of intent dated 21 July 2022 (the "**LOI**");

(ii) the heads of terms dated 9 January 2023 (the "**Initial HOT**" and, as supplemented and amended on 29 June 2023, the "**Updated HOT**" (as amended and extended to 21 July 2023 pursuant to an extension agreement dated 20 July 2023)); and

(iii) the joint development agreement dated 29 June 2023 as amended and extended to 21 July 2023 pursuant to an extension agreement dated 20 July 2023 (the "**Existing JDA"**),

each entered into between (among others) the Parties.

(H) With this Agreement, the Parties wish to:

(i) restate and consolidate the objectives and the key terms of the transaction envisaged by the LOI, the Initial HOT and the Updated HOT (it being acknowledged that the LOI, Initial HOT and Updated HOT will each, under their respective terms, terminate upon entry into this Agreement, and that the Existing JDA will, under the terms of this Agreement, not terminate and continue in full force and effect in the form amended and restated pursuant to this Agreement); and

(ii) provide for arrangements in order to seek to enter into final and binding agreements reflecting this Agreement by 23:59 on 31 October 2023, subject to the fulfilment or waiver of the Conditions Precedent (as defined below) by such time.

IT HAS BEEN AGREED as follows**:**

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"**Advice**" has the meaning as set out in Clause 7.12;

"**Amended JDA**" means the Existing JDA in the form amended and restated pursuant to Clause 3.3 and Schedule 5 (*Amended and Restated JDA*);

"**Asset Management Services Agreement**" has the meaning given to it in Schedule 8 (*O&M Agreement*);

"**BEGOV Shareholder**" means any entity exclusively controlled (directly or indirectly) by BEGOV having the appropriate legal structure, capacity and means to act as shareholder of NuclearSub and designated by BEGOV to act as a shareholder of NuclearSub from Closing in accordance with Schedule 3 (*Structuring*) (following reasonable consultation with Electrabel, and taking into account any reasonable concerns raised by Electrabel);

"**Belgian TSO**" the Transmission System Operator (*gestionnaire du réseau de transport / beheerder van het transmissienet*) in accordance with Art. 2, 8° of the Act of 29 April 1999 on the organisation of the electricity market (*loi du 29 avril 1999 relative à l'organisation du marché de l'électricité / wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt*);

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Paris and Brussels;

"**Capped Nuclear Waste and Spent Fuel Liabilities**" has the meaning given to it in Schedule 11 (*Caps*);

"**Characterized Gross Negligence**", for the purposes of Clauses 7.2 to 7.6 only, has the meaning as set out in Clause 7.7;

"**Closing**" means the date on which all conditions precedent to be agreed and set out in the Transaction Documents are fulfilled or waived, such conditions precedent to include, for the avoidance of doubt, the following:

(A) the achievement of the following non-exhaustive list of pre-agreed milestones:

  (i) completion of the fuel analysis and specifications;

  (ii) the securing of the fuel for the start of the LTO; and

  (iii) satisfactory progress in relation to an agreed list with the competent safety authority of the safety design works to be performed in relation to the LTO;

(B) the Regulatory Condition; and

(C) the adoption (on or by Closing) and entry into force (on or by Closing, or by such other time as is required to fully and timely give effect to the transactions contemplated by the Transaction Documents) of all Legislative Changes.

"**Closing Date**" means the date on which Closing occurs;

"**CNV-CPN**" means the Commission on Nuclear Provisions (*Commissie voor nucleaire voorzieningen* / *Commission des provisions nucléaires*);

"**Co-ownership Agreement**" has the meaning given to it in Schedule 3 (*Structuring*);

"**Conditions Precedent**" means each of the cumulative conditions precedent to the signing of the Transaction Documents set out in Schedule 1 (*Conditions Precedent*);

"**Confidential Information**" has the meaning as set out in Clause 11.6(A);

"**Decommissioning**" means all technical, administrative and other actions, measures or operations required to enable the relevant installation(s) to be removed from the list of classified installations within the meaning of the regulations on protection against ionizing radiation;

"**Decommissioning Liabilities**" has the meaning as set out in Clause 7.9;

"**Dismantling**" means all technical, administrative and other actions, measures or operations (including in accordance with applicable law) (i) which form part of the Decommissioning of nuclear units, (ii) to terminate the operation of all nuclear units (including the LTO Units), (iii) by which the nuclear unit(s) and related installations and/or assets are dismantled and all structures, materials, components and equipment are removed and/or decontaminated, with a view to the release, reuse, recycling and (long-term) management of the resulting radioactive and nuclear waste, and (iv) leading to the release of the nuclear installations and all related assets from radiological restrictions and no longer being subject to the law and regulations on protection against ionising radiation;

"**Dispute**" has the meaning as set out in Clause 12.2;

"**Disputing Parties**" has the meaning as set out in Clause 12.3;

"**EII**" means Engie Invest International S.A., a company incorporated and existing under Luxembourg law, having its registered office at 65, Avenue de la Gare, 1611 Luxembourg (Luxembourg) and registered with the commercial register under number B1860;

"**ENGIE**" means, as the context requires, any member of the ENGIE group of companies;

"**Engie Party**", for the purposes of Clauses 7.2 to 7.6 only, has the meaning as set out in Clause 7.7;

"**European Assets**" means all assets and businesses (of whatever nature and including production facilities, trading portfolios (performed in Europe by Electrabel and its subsidiaries), B2B and B2C businesses) which are located in Europe and held directly or indirectly by Electrabel, including cash, tangible and intangible assets, movable and immovable assets, receivables on European customers, receivables on EII or any other group financial services vehicles such as for example Engie Re SA, Engie CC SRL and Engie Treasury Management SARL (related to such assets and businesses) including, for the avoidance of doubt assets and businesses located in Belgium and the French nuclear drawing rights, and "Europe" and "European" for the purposes of this definition is to be understood as the continent of Europe including the U.K. and Ireland. Are excluded

and not considered European Assets: (i) the internal corporate and other services and financing services (including (re-)insurance, cash pooling and financial assets (for the avoidance of doubt, excluding receivables on customers of European Assets)) which are rendered by EII and any other group financial services vehicles such as for example Engie Re SA, Engie CC SRL and Engie Treasury Management SARL, to the Engie group (hereinafter referred to as "**Group Services**"); (ii) cash on accounts of EII and IP; (iii) receivables representing the purchase price for the sale of the non-European Assets to Engie S.A. or a subsidiary of Engie S.A.; and (iv) IP (for the avoidance of doubt, excluding receivables on customers of European Assets);

"**Existing JDA**" has the meaning as set out in Recital (G)(iii);

"**FANC-AFCN**" means the *Federaal Agentschap voor Nucleaire Controle* / *Agence fédérale de contrôle nucléaire*;

"**Fuel Supply Agreement**" means a fuel supply agreement between Synatom, Electrabel and NuclearSub, taking as a starting point the BCN Protocol of 1981, and which includes, among other things, the following essential elements, unless otherwise agreed by the Parties:

(A) the term of the Fuel Supply Agreement;

(B) details of payment and invoicing regimes addressing, among other things, the nature, calculation methodology and timing of the payment of fees by NuclearSub and Electrabel to Synatom;

(C) details of a protocol on the storage of irradiated fissile material;

(D) details of regime in relation to the liability of Synatom and Electrabel, including limitations on liability in respect thereof;

(E) pass-through mechanisms in respect of any claims that may be available to Synatom and Electrabel in respect of their suppliers;

(F) details of termination rights and end of LTO regime having regard to the interaction with the Remuneration Agreements and the O&M Agreement, addressing, among other things, any termination payments required to be made and the resale by Synatom of unused quantities of materials;

(G) details of legal obligations and protections for the respective parties; and

(H) governing law, jurisdiction and arbitration provisions;

"**GEMS**" means the internal unit Global Energy Management & Sales of Electrabel SA;

"**Gross Negligence**", for the purposes of Clauses 7.2 to 7.6 only, has the meaning as set out in Clause 7.7;

"**Group Services**" has the meaning as set out in the definition of "European Assets" above;

"**GW**" has the meaning as set out in Recital (A);

"**Impairment Date**" has the meaning as set out in Clause 4.3(B);

"**Indemnified Entity**" has the meaning as set out in Clause 8.1;

"**Initiating Party**" has the meaning as set out in Clause 12.7;

"**Initiating Party Arbitration Option**" has the meaning as set out in Clause 12.7;

"**IP**" means International Power Ltd., a company incorporated and existing under UK law, having its registered office at Canada Square 25, London, United Kingdom, whose registered number is 02366963;

"**Law of 11 April 2003**" means the Law of 11 April 2003 on the allocation charge (*Wet van 11 april 2003 op de repartitiebijdrage / Loi du 11 avril 2003 sur la contribution de répartition*);

"**Law of 12 July 2022**" means the Law of 12 July 2022 reinforcing the framework applicable to the provisions constituted for the decommissioning of nuclear power plants and the management of spent fuel and partially repealing and amending the law of 11 April 2003 on the provisions constituted for the decommissioning of nuclear power plants and for the management of fissile materials irradiated in these nuclear power plants (*Wet van 12 juli 2022 tot versterking van het kader dat van toepassing is op de voorzieningen aangelegd voor de ontmanteling van de kerncentrales en voor het beheer van verbruikte splijtstof en tot gedeeltelijke opheffing en wijziging van de wet van 11 april 2003 betreffende de voorzieningen aangelegd voor de ontmanteling van de kerncentrales en voor het beheer van splijtstoffen bestraald in deze kerncentrales / Loi du 12 juillet 2022 renforçant le cadre applicable aux provisions constituées pour le démantèlement des centrales nucléaires et de la gestion du combustible usé et abrogeant partiellement et modifiant la loi du 11 avril 2003 sur les provisions constituées pour le démantèlement des centrales nucléaires et pour la gestion de matières fissiles irradiées dans ces centrales nucléaires*);

"**Legal Protections**" means the provisions referred to in Clause 5.4 and Schedule 2 (*Legal Protections*);

"**Legislative Changes**" has the meaning set out in Clause 3.4(A);

"**LOI**" has the meaning as set out in Recital (G)(i);

"**Losses**" has the meaning as set out in Clause 8.1;

"**LTO**" has the meaning as set out in Recital (C);

"**LTO Co-ownership**" has the meaning as set out in Schedule 3 (*Structuring*);

"**LTO Co-ownership Agreement**" has the meaning as set out in Schedule 3 (*Structuring*);

"**LTO Partnership Agreement**" has the meaning as set out in Schedule 3 (*Structuring*);

"**LTO Restart**" means, in respect of a LTO Unit, the LTO Restart Date having occurred for the relevant LTO Unit;

"**LTO Restart Date**" means, in respect of any LTO Unit, the date on which: (i) power is injected into the grid from such LTO Unit; and (ii) Electrabel, in its capacity as the nuclear operator, has obtained all necessary Regulatory Approvals for such LTO Unit to operate for the duration of its proposed extension of lifetime, and such definition (including an appropriate capacity test in relation to limb (i) of this definition) will be further detailed in the Transaction Documents;

"**LTO Unit(s)**" means the nuclear reactors "Doel 4" and "Tihange 3", the buildings, cooling towers, utilities, interface equipment, other equipment and related inventory (e.g. pump, valve, etc.) or immovable assets (and if applicable the grounds) necessary for a legal and regulatorily valid operation of the nuclear reactors. This definition, the list of buildings, the grounds, the utilities, the interface equipment and any other equipment and related inventory required for the operation of these nuclear reactors, the rights in rem or in personam of the grounds, buildings, utilities and (interface) equipment will be further detailed in the Transaction Documents and be subject to the Due Diligence Exercise;

"**Luminus**" means Luminus SA, a public limited liability company (*naamloze vennootschap* / *société anonyme*) incorporated and existing under Belgian law, having its registered office at 1210 Sint-Joost-ten-Node / Saint-Josse-ten-Noode, Koning Albert II-laan / Boulevard du Roi Albert II 7 and registered with the Crossroads Bank for Enterprises under number 0471.811.661 (RPE Brussels);

"**Material Changes**", for the purposes of Clause 7.3(A), has the meaning as set out in Clause 7.3(A);

"**NIRAS-ONDRAF**" means National agency for radioactive waste and enriched fissile materials (*Nationale instelling voor radioactief afval en verrijkte splijtstoffen* / *Organisme national des déchets radioactifs et des matières fissiles enrichies*);

"**Nuclear Operations**" means the entirety of the Belgian nuclear operations (including relevant personnel, intellectual property rights, know-how and service contracts related to such nuclear operations) relating to the exploitation of the seven nuclear units situated in Belgium (of which two are the LTO Units);

"**Nuclear Waste and Spent Fuel Liabilities**" has the meaning as set out in Schedule 11 (*Caps*);

"**NuclearCo**" means Electrabel or, if the Nuclear Operations are transferred to another company in the ENGIE group subject to and in accordance with this Agreement, as contemplated in Clause 4.2(C), such other company (in which case references to "**Electrabel**" in this Agreement shall be read and construed as appropriate);

"**NuclearSub**" has the meaning as set out in Clause 4.2(A)(vii);

"**O&M Agreement"** means the operation and maintenance agreement between NuclearSub and Electrabel and referred to in Clause 5.1, the principal terms and

conditions of which are set out in Schedule 8 (*O&M Agreement*) and which covers, among other things, the following essential elements:

(A) the term of the O&M Agreement;

(B) details of a regime in respect of termination rights, addressing, among other things, the process for triggering various termination rights and any termination payments required to be made;

(C) details of a regime in respect of the performance of the LTO services addressing, among other things, the scope of LTO services and liability for any defects in respect of such services;

(D) details of a regime in respect of the performance of the O&M services addressing, among other things, the scope of O&M services;

(E) details of a process for the payment of the operating costs fee, the recurring capital costs fee and the non-recurring capital costs fee (which shall include the fee for the LTO services);

(F) details of a process for benchmarking the prices of affiliate services and tendering third party costs;

(G) details of a true-up mechanism which addresses the difference between the fees paid to Electrabel in a contract year and fees due to Electrabel for that contract year (taking into account, among other things, the cost incentive mechanisms and any liquidated damages payments in respect of low availability of the LTO Units);

(H) details of a process for setting, approving and adjusting the budgets applicable during all phases of the O&M Agreement;

(I) details of a process for calculating 'availability' and any availability damages payable under the O&M Agreement;

(J) details of a force majeure regime addressing, among other things, the scope of the concept of 'force majeure', the process for claiming under the regime and any required adjustments to the O&M Agreement;

(K) details of legal obligations and protections for the respective parties; and

(L) governing law, jurisdiction and arbitration provisions;

"**Option**" and "**Options**" have the meanings as set out in Clause 12.7;

"**Partnership Agreement**" has the meaning as set out in Schedule 3 (*Structuring*);

"**PCG**" means the parent company guarantee referred to in Clause 5.3(A);

"**Potential Transaction**" has the meaning as set out in Clause 2.1;

"**Proposed Revision**" has the meaning as set out in Clause 7.10;

"**RA Counterparty**" has the meaning as set out in Schedule 9 (*Remuneration Agreements*);

"**Regulatory Approvals**" means any permit, license, authorisation, issued by any governmental authority as may be required for the implementation of the Potential Transaction, a list of which will be agreed upon in the Transaction Documents;

"**Regulatory Condition**" has the meaning as set out in Clause 6(B);

"**Relevant NuclearCo Release Moment**" has the meaning as set out in Clause 7.8;

"**Remuneration Agreements**" means the remuneration agreements referred to in Clause 5.2, comprising (i) a remuneration agreement between the RA Counterparty and NuclearSub; and (ii) remuneration arrangements (if required by Luminus) between the RA Counterparty and Luminus (it being acknowledged that BEGOV may seek to implement the remuneration mechanism in respect of Luminus' undivided share in the LTO Units by legislative measures), the principal terms and conditions of which are set out in Schedule 9 (*Remuneration Agreements*), and each covering (among other things) the following essential elements:

(A) the term of the Remuneration Agreements, including (i) start date conditions precedent and details of a termination rights regime addressing, among other things, the process for triggering various termination rights and any termination payments required to be made; and (ii) details of a regime for adjusting the term and other provisions of the Remuneration Agreement if the period for which Electrabel is licensed to operate one or both LTO Units is shorter than the ten year period anticipated in respect of the LTO as at the date of this Agreement;

(B) the identity of the RA Counterparty, the selection of which will be conditional upon confirming any proposed entity's capability to fund its payment obligations for each aspect of the Remuneration Agreement;

(C) details of a scope and process for setting the initial strike price and subsequent adjustments to the strike price (or lump-sum payments in lieu of adjustments to the strike price, as applicable);

(D) details of a calculation methodology in respect of the calculation of difference payments (including the applicable market reference price, any required review process in respect of the market reference price and metering of generation output);

(E) details of a regime and working capital facility arrangement in respect of minimum payments to be made under the Remuneration Agreements to ensure that operating costs and amortised capital costs are sufficiently funded or recovered (as applicable) and the process for reconciling payments under such a mechanism with actual revenues received;

(F) details of a force majeure regime addressing, among other things, the scope of the concept of 'force majeure', the process for claiming under the regime and any required payments or strike price adjustments;

(G) details of legal obligations and protections for the respective parties;

(H) details of a regime for the impact on the Remuneration Agreements of a single LTO Unit restarting; and

(I) governing law, jurisdiction and arbitration provisions;

"**Report**" has the meaning as set out in Clause 4.3(B);

"**Responding Party**" has the meaning as set out in Clause 12.7;

"**Responding Party Arbitration Option**" has the meaning as set out in Clause 12.7;

"**Senior Stakeholders**" has the meaning as set out in Clause 12.3;

"**Shareholder Support Arrangements**" means the ENGIE shareholder support arrangements referred to in Clause 5.3(B) and Schedule 7 (*Shareholder Support Arrangements*);

"**Shareholders' Agreement**" means a shareholders' agreement between Electrabel and BEGOV (and/or the BEGOV Shareholder) in relation to NuclearSub, the principal terms and conditions of which are set out in Schedule 3 (*Structuring*) and which covers, among other things, the following essential elements:

(A) details of corporate governance arrangements (including director representation, board and shareholder voting rights, "reserved matter" approval rights, and related party and conflicts management provisions);

(B) details of provisions governing the interaction with the LTO Partnership and LTO Co-ownership Agreement, including, where appropriate, arrangements providing for the exercise the Parties' rights in respect of the LTO Partnership Agreement and LTO Co-ownership Agreement in accordance with the Shareholders Agreement based on the principle that the rights of NuclearSub, the BEGOV Shareholder and BEGOV as will be set out in the Transaction Documents will not be limited or prejudiced by the terms of the Partnership Agreement or the Co-ownership Agreement;

(C) details of budget approval provisions;

(D) details of shareholder funding provisions;

(E) details of provisions on the transfer of shares (including permitted transfers between shareholders), lock-up arrangements applicable until the end of Decommissioning in respect of all Nuclear Operations, and exit arrangements;

(F) a dividend policy;

(G) details of the principal provisions of NuclearSub's articles of association;

(H) details of legal obligations and protections for the respective parties; and

(I) governing law, jurisdiction and arbitration provisions;

"**Synatom**" means Synatom S.A., a *société anonyme* incorporated under the laws of Belgium having its registered office at 36, Boulevard Simon Bolivar, 1000 Brussels, Belgium;

"**Target Closing Date**" means 1 May 2024;

"**Target LTO Restart Date**" means 1 November 2025;

"**Transaction Documents**" means binding long-form documentation with respect to the Potential Transaction, including:

(A) an LTO lifetime extension agreement between BEGOV and Electrabel, ENGIE S.A. and/or other member(s) of the ENGIE Group which covers, among other things, the following essential elements: (i) sufficiently detailed and specific steps, procedures and deadlines for implementing the Potential Transaction (and each component thereof); (ii) the development activities, milestones and funding arrangements; (iii) conditions in respect of the Regulatory Approvals and the Legislative Changes, and the scope of the respective parties' endeavours obligations in seeking to satisfy the relevant conditions; (iv) legal obligations and protections for the respective parties; and (v) governing law, jurisdiction and arbitration provisions;

(B) a share sale and purchase agreement between Electrabel and the BEGOV Shareholder whereby, at Closing, Electrabel sells, and the BEGOV Shareholder purchases, a fifty (50) per cent. equity interest in NuclearSub which covers, among other things, the following essential elements: (i) the purchase price; (ii) legal obligations and protections for the respective parties (including representations and warranties further detailed in Clause 4.2(A)(vii)); and (iii) governing law, jurisdiction and arbitration provisions;

(C) the Shareholders' Agreement;

(D) the articles of association of NuclearSub;

(E) the PCG and the Shareholder Support Arrangements;

(F) a suretyship (*borgtocht/cautionnement*) (and hence not an autonomous guarantee) from BEGOV in respect of the financial payment obligations of the BEGOV Shareholder, the RA Counterparty and each other affiliate of BEGOV party to the Transaction Documents. Such suretyship shall be in favour of ENGIE S.A., Electrabel and their affiliates and cover, among other things, the following essential elements: (i) detailed provisions regarding the scope of coverage and

limitations customary in a suretyship; (ii) enforcement mechanics; (iii) termination and reduction events; (iv) legal obligations and protections for the respective parties; and (v) governing law, jurisdiction and arbitration provisions;

(G) the Remuneration Agreements;

(H) the O&M Agreement;

(I) the Fuel Supply Agreement;

(J) an energy management services agreement between NuclearSub and GEMS;

(K) agreements relating to the interaction of the LTO Units with the electricity grid including injection, connection and electricity supply agreements;

(L) agreements giving effect to the Legal Protections;

(M) documentation setting out rights related to buildings, utilities, interface equipment and any other plant and equipment of Electrabel necessary to enable NuclearSub to enjoy the rights in respect of the LTO Units envisaged in the Transaction Documents;

(N) such other agreements as ENGIE S.A., Electrabel and/or BEGOV consider necessary or desirable in connection with the Potential Transaction,

certain of which shall (notwithstanding the binding nature thereof) be subject to conditions precedent set out therein; and

"**Willful Misconduct**", for the purposes of Clauses 7.2 to 7.6 only, has the meaning as set out in Clause 7.7;

1.2 **Construction**

In this Agreement, unless otherwise specified:

(A) references to "**Clauses**" and "**Schedules**" are to clauses of and schedules to this Agreement;

(B) use of any gender includes the other genders;

(C) references to a "**company**" shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;

(D) references to a "**person**" includes any individual, any firm, any company, any corporation, any governmental (whether municipal, regional or national), intergovernmental or supranational body and any instrumentality thereof, any state or agency or body of a state or any association, trust, joint venture, consortium or partnership or entity (whether or not having separate legal personality);

(E) references to "**reasonable endeavours**" means reasonable endeavours obligations (*middelenverbintenis* / *obligation de moyens*);

(F) any reference to a "**day**" shall mean a period of 24 hours running from midnight to midnight;

(G) references to times are to Brussels time;

(H) the words "**include**" and "**including**" shall mean including but not limited to;

(I) references to "**costs**" and/or "**expenses**" incurred by a person shall not include any amount in respect of VAT comprised in such costs or expenses for which, and to the extent that, that person or, if relevant, any other member of the VAT group to which that person belongs, is entitled to credit as input tax;

(J) a footnote forms part of the Clause or paragraph to which it relates and shall have the same force and effect as if expressly set out in the body of the relevant Clause or paragraph;

(K) all headings and titles are inserted for convenience only and are to be ignored in the interpretation of this Agreement; and

(L) for the purposes of Clause 3.4(A), Clause 7.13, Clause 7.14 and Clause 7.18(A) any reference to BEGOV implementing, or undertaking to procure the implementation of, any law or regulation shall be read and construed as being subject to the outcome of any parliamentary process required to adopt such law or regulation.

2. OBJECTIVE OF THE PARTIES; TRANSACTION DOCUMENTS

2.1 Potential Transaction

The objective of the Parties and ENGIE S.A. is to continue negotiations and to sign by 31 October 2023 the Transaction Documents required to achieve the following principal objectives (among others):

(A) an extension of lifetime of ten years of each of the LTO Units, with the Joint Objective of the Parties being (subject to and as further described in Clause 2.2) to seek to achieve a restart of both LTO Units by the Target LTO Restart Date;

(B) the contribution by Electrabel of the LTO Units to NuclearSub;

(C) the participation of (i) the BEGOV Shareholder as a 50% shareholder and (ii) Electrabel as the other 50% shareholder, in NuclearSub, effecting a balanced and transparent split of the relevant risks and rewards between BEGOV and Electrabel, which arrangement does not exclude the participation of third party shareholders if the Parties so agree;

(D) the funding by the BEGOV Shareholder and Electrabel of NuclearSub (in proportion to their respective equal shareholdings), in return for which each will

be entitled to receive a proportionate share of NuclearSub's net profits (subject to the Transaction Documents and requirements of applicable law);

(E) an appropriate remuneration mechanism in respect of the LTO Units provided by the RA Counterparty;

(F) arrangements with respect to Capped Nuclear Waste and Spent Fuel Liabilities, by way of agreeing caps in the form of a fixed amount incorporating a risk premium and Contractual Transfer Criteria, as further defined and set out in Clause 7 and Schedule 11 (*Caps*); and

(G) the transfer of Non-European Assets from Electrabel to ENGIE S.A. or a subsidiary of the latter on Closing as set out in Clause 4 and Schedule 3 (*Structuring*), and a further release of European Assets subject to and in accordance with this Agreement,

together, the "**Potential Transaction**".

2.2 **Joint Objective**

(A) The Parties and ENGIE S.A. agree to use their reasonable endeavours to achieve the LTO Restart Date in respect of both LTO Units by the Target LTO Restart Date (the "**Joint Objective**").

(B) In accordance with the Joint Objective, Electrabel and ENGIE S.A. have identified, and on the basis thereof, BEGOV confirms its agreement in relation thereto, that achievement of the Joint Objective is subject to:

(i) applicable regulatory, technical, operational and safety conditions, in particular in relation to:

(a) fuel supply, and in particular the timely delivery of sufficient supplies of nuclear fuel and components (1) prior to planned outages in respect of the LTO Units and (2) following the first LTO Restart Date;

(b) design upgrades, and in particular the establishment of a valid regulatory framework related thereto;

(c) ageing, and in particular the establishment of a valid regulatory framework related thereto and the timely delivery of relevant replacement equipment;

(d) reliability, and in particular the availability of sufficient outage time in which to complete mandatory preventive maintenance to support the reliability of the LTO Units prior to the first LTO Restart Date; and

(e) programming and procurement constraints, in particular in relation to the specification, tender, negotiation and award cycle; and

(ii) the Parties and ENGIE S.A. agreeing (if and to the extent applicable) all necessary amendments to the terms of the O&M Agreement and the Remuneration Agreement (including the assumptions in relation to the related financial model to be agreed upon), with each Party and ENGIE S.A. acting reasonably and in good faith, in order to reflect the Target LTO Restart Date having changed from 1 November 2026,

it being understood that as a part of and on the same reasonable endeavours basis, the Parties, each within their respective roles (including in respect of the Amended JDA), shall seek to achieve such conditions in a timely manner and mitigate any matters arising that may adversely affect the satisfaction of such conditions.

(C) The Parties and ENGIE SA agree that, in circumstances where the Target LTO Restart Date cannot be achieved because the conditions as set out Clause 2.2(B) cannot be met, the Parties and ENGIE S.A. shall nevertheless use their reasonable endeavours to achieve the LTO Restart Date in respect of both LTO Units as soon as reasonably practicable thereafter and shall, if and to the extent necessary, seek to agree any modifications to the relevant Transaction Documents to the extent solely required to reflect the same.

2.3 **Negotiation and agreement of Transaction Documents**

(A) From the date of this Agreement, the Parties and ENGIE S.A. shall use their reasonable endeavours, having regard to their respective capacities and roles, to negotiate, agree and sign the Transaction Documents by 31 October 2023.

(B) The Parties and ENGIE S.A. agree that the negotiation of such Transaction Documents shall reflect the terms set out in this Agreement, and that the signing of such Transaction Documents shall be conditional upon the fulfilment or waiver (strictly in accordance with Clause 2.3(D) below) of the Conditions Precedent, in each case by 23:59 on 31 October 2023.

(C) Each Condition Precedent is essential to the signing of Transaction Documents by the respective parties thereto.

(D) A waiver of a Condition Precedent is only valid if agreed in writing by all of the Parties and ENGIE S.A., provided that the Condition Precedent at paragraph 7 of Schedule 1 (*Conditions Precedent*) may be waived if so notified in writing by BEGOV (without any requirement that Electrabel or ENGIE S.A. agree to such waiver).

3. INDICATIVE ROADMAP AND PREPARATORY STEPS TO SIGNING OF TRANSACTION DOCUMENTS

3.1 **Indicative Roadmap**

The Parties and ENGIE S.A. intend to achieve, among others, the following steps and milestones, as set out in further detail and subject to each other provision of this Agreement:

(A) entry by all relevant parties into all Transaction Documents: by 31 October 2023;

(B) incorporation of NuclearSub by Electrabel: after the signing of the Transaction Documents;

(C) reallocation of European and non-European Assets within the perimeter of Electrabel (to be effected by Electrabel in a way which does not require the approval from CNV-CPN), and certain other reorganisational steps summarised in Schedule 3 (*Structuring*): following the signing of the Transaction Documents and prior to Closing;

(D) amendment of the Law of 12 July 2022 to permit the Potential Transaction structure upon Closing: at the latest immediately before Closing;

(E) Closing: by the Target Closing Date, being 1 May 2024;

(F) transfer of 50% shareholding in NuclearSub to BEGOV or the BEGOV Shareholder: on Closing;

(G) transfer of the non-European Assets (including by way of a sale of EII and IP) to ENGIE S.A (or a subsidiary of ENGIE S.A), as summarised in Clause 4 and Schedule 3 (*Structuring*): on or after Closing;

(H) de-merger of the LTO Units into NuclearSub: at the earliest at the end of the legal lifetime of the LTO Units, and, in any event, before the LTO Restart, in a single step or in multiple steps; and

(I) LTO Restart Date achieved in respect of both LTO Units: by the Target LTO Restart Date, being 1 November 2025.

3.2 **Due Diligence**

(A) BEGOV will, following the signing of this Agreement and prior to the signing of the Transaction Documents, and as required prior to the acquisition and prior to the demerger set out under (ii) and (iii), perform (on a confidential basis) a reasonable legal, financial and tax due diligence exercise on: (i) subject to sub (iv), the structure, as set out in Schedule 3 (*Structuring*), in accordance with and subject to Clause 4.2(B)(i); (ii) the acquisition by the BEGOV Shareholder of its 50% interest in NuclearSub and the underlying assets, liabilities and activities of NuclearSub, in accordance with and subject to Clause 4.2(A)(vii); (iii) the partial or ordinary demerger to NuclearSub and the underlying assets, liabilities and activities proposed to be transferred to NuclearSub, in accordance with and subject to Clause 4.2(A)(viii); and (iv) the European Assets in accordance with Clause 4.2(B)(ii)(g) (the "**Due Diligence Exercise**").

(B) Electrabel and ENGIE S.A. shall ensure that all information within their possession or control (or in the possession or control of any affiliated entity) and responsive to the Due Diligence Exercise is and/or shall be made available to BEGOV on the electronic dataroom platform existing as at the date of this Agreement and in accordance with the rules, including those on confidentiality, set out in this Agreement and/or applicable to such platform (the "**Platform**").

(C) BEGOV shall have the right to direct questions and requests for information to Electrabel (whether via the Platform or through a Q&A facility) as part of the Due Diligence Exercise.

(D) Electrabel shall answer any questions in relation to the Due Diligence Exercise as promptly and completely as reasonably possible.

(E) Electrabel shall, on reasonable notice from BEGOV, provide reasonable access to its relevant senior management during working hours on a Business Day.

3.3 **Amendment and Restatement of Existing JDA**

BEGOV, Electrabel and ENGIE S.A. agree that the Existing JDA shall:

(A) notwithstanding any term thereof, not terminate upon signing of this Agreement; and

(B) on and with effect from the date of this Agreement, be amended and restated such that it shall be read and construed for all purposes as set out in Schedule 5 (*Amended and Restated JDA*).

3.4 **Legislative Changes**

(A) The Transaction Documents shall set out provisions under which BEGOV undertakes to: (i) implement all legislative and regulatory mechanisms (including modifications to existing legislation and/or regulatory frameworks) which are required to fully implement the Potential Transaction as and in the form to be agreed upon in the Transaction Documents (the "**Legislative Changes**") by the Target Closing Date; and (ii) promptly take any and all corrective actions and interventions required to ensure such legislative mechanisms remain in force in case of an annulment and / or suspension.

(B) The Legislative Changes shall give effect to all material terms of (i) Clause 7 of this Agreement and the material terms of Schedule 11 (*Caps*), as noted in Schedule 4 (*Legislative Changes*); and (ii) other Transaction Documents to the fullest extent appropriately capable of inclusion therein, to give the content thereof force of law.

(C) An initial summary list of the Legislative Changes as at the date of this Agreement are set out in Schedule 4 (*Legislative Changes*) and other relevant provisions of this Agreement.

(D) BEGOV undertakes to start promptly after signing of this Agreement all preparations necessary in order to initiate, promptly after signing of the Transaction Documents, all processes necessary or desirable in connection with the Legislative Changes set out in Schedule 4 (*Legislative Changes*) and elsewhere in this Agreement.

3.5 **Luminus**

(A) Electrabel will ensure that Luminus continues to be reasonably informed of the terms of the Potential Transaction (including the terms of this Agreement). Electrabel will use best efforts to ensure that, if and to the extent that it is necessary for Luminus (and/or any affiliate of Luminus) to enter into any of the Transaction Documents: (i) Luminus (and/or the relevant affiliate of Luminus) is made a party to such Transaction Documents; (ii) the participation of Luminus (and/or the relevant affiliate of Luminus) will not otherwise alter in any material respect the principles set out in this Agreement; and (iii) BEGOV will not be required to negotiate or renegotiate with Luminus (and/or the relevant affiliate of Luminus). Electrabel shall lead negotiations with Luminus and keep BEGOV informed on a confidential basis of such negotiations with Luminus (and/or any affiliate of Luminus) in relation to the Potential Transaction and BEGOV shall, taking into account its role, use best efforts to provide support in relation thereto. BEGOV acknowledges that no guarantee is given by Electrabel or ENGIE S.A. with respect to the conduct or decisions of Luminus (and/or any affiliate of Luminus).

(B) The Parties acknowledge that the rights of NuclearSub, the BEGOV Shareholder and BEGOV as will be set out in the Transaction Documents will not be limited or prejudiced by the terms of the Partnership Agreement or the Co-ownership Agreement (both in their current form and as such terms would be amended pursuant to Schedule 3 (*Structuring*)).

3.6 **Conditions Precedent**

The Parties and ENGIE S.A. shall, having regard to their respective capacities and roles and to the status of the Potential Transaction, use reasonable endeavours to ensure that the Conditions Precedent are fulfilled in accordance with Clause 2.3 by 23:59 on 31 October 2023.

4. KEY PRINCIPLES OF THE POTENTIAL TRANSACTION

4.1 **Parties to Transaction Documents**

It is expected that Electrabel, Synatom, BEGOV, the BEGOV Shareholder, the RA Counterparty and NuclearSub will be party to the Transaction Documents, and that ENGIE S.A. is only expected to be a party to the PCG and the Shareholder Support Arrangements, but that it will be, to the extent agreed by the Parties and ENGIE S.A. as being necessary or desirable (acting reasonably), an express beneficiary in respect of other appropriate Transaction Documents to be agreed.

4.2 **Structure of the Potential Transaction**

(A) The Parties and ENGIE S.A. intend that (subject to sub-Clauses (B) and (C)) the Transaction Documents shall give effect to Schedule 3 (*Structuring*), which sets out, among other things and in further detail, the principles and steps pursuant to which:

(i) Electrabel will, as nuclear operator in respect of the Nuclear Operations, remain subject to the Law of 12 July 2022 (to be modified to reflect the Transaction Documents as set out in this Agreement);

(ii) Electrabel will hold its 50% interest in NuclearSub and remain under the direct or indirect exclusive control of ENGIE S.A. until the end of Decommissioning in respect of all Nuclear Operations;

(iii) the BEGOV Shareholder will hold its 50% interest in NuclearSub and remain under the direct or indirect exclusive control of BEGOV until the end of Decommissioning in respect of the LTO Units;

(iv) Electrabel will continue to operate the Nuclear Operations, and all other activities of Electrabel, except the European Assets, are transferred to ENGIE S.A. or an affiliated company of ENGIE S.A.;

(v) NuclearSub will not assume the role of managing partner of the LTO Partnership or manager of the LTO Co-ownership;

(vi) Electrabel will be the sole nuclear operator and solely bear any liability related to the Nuclear Operations, and NuclearSub, BEGOV (including any BEGOV affiliated party) and/or the BEGOV Shareholder will not be liable in any manner in respect thereof and they will be fully indemnified for any and all losses resulting from third party claims relating to the Nuclear Operations or to their direct or indirect ownership of the LTO Units;

(vii) the BEGOV Shareholder will acquire a 50 per cent. participation in a new Belgian limited liability company (*besloten vennootschap / société à responsabilité limitée*) ("**NuclearSub**"), it being understood that: (i) the Due Diligence Exercise shall extend to such acquisition and that Electrabel will provide appropriate representations and warranties to the BEGOV Shareholder (to be agreed between the Parties in the Transaction Documents) in relation to Electrabel's ownership of the shares in NuclearSub, Electrabel's power and capacity to enter into the Share Purchase Agreement, and NuclearSub's status as a newly-incorporated company without any material liabilities except as may be specifically disclosed to the BEGOV Shareholder in accordance with a disclosure schedule; and (ii) the share capital of NuclearSub shall be open to such third party investors as may be agreed between the Parties;

(viii) both LTO Units and all assets and liabilities related to them (other than certain agreed assets, staff and employees, who are expected to remain with Electrabel as nuclear operator and be made available to manage and maintain the LTO Units under the O&M Agreement and the

Decommissioning Liabilities) will be transferred by a partial or ordinary demerger to NuclearSub. A mechanic will be agreed to provide that the BEGOV Shareholder will not be diluted in connection with such process, as set out in Schedule 3 (*Structuring*). In connection therewith, Electrabel will provide representations and warranties to the BEGOV Shareholder (such to be agreed between the Parties in the Transaction Documents and taking into account the results of the Due Diligence Exercise), it being understood in any case that: (a) given the age and use of the LTO Units Electrabel will not warrant the physical condition of the LTO Units in relation to their functioning and ability to generate electricity; and (b) Electrabel will warrant any historical environmental liabilities. There shall be a disclosure exercise entailing specific disclosures (including where applicable by way of cross-references to documents contained on the Platform or other electronic data room) as against the representations and warranties in a disclosure schedule;

(ix) security arrangements (including over cashflows generated by Electrabel's businesses) will until the end of Decommissioning and Dismantling of all nuclear units continue to guarantee the necessary assets coverage to cover relevant liabilities and obligations of Electrabel, and the regime of control by the CNV-CPN of capitalistic decisions, as set out in Article 6, § 3, of the Law of 12 July 2022, will apply subject to the adjustment of the thresholds referred to in Article 6, § 3 as follows:

(a) 2°: EUR 125,000,000 instead of EUR 750,000,000;

(b) 3°: EUR 200,000,000 instead of EUR 1,000,000,000; and

(c) 4°: EUR 250,000,000 instead of EUR 1,500,000,000,

and such adjustments shall, together with any potential additional restrictions to Electrabel and / or Synatom (as the case may be, including as set out in Article 6, § 3, of the Law of 12 July 2022, other than the thresholds above) in light of the Due Diligence Exercise in accordance with Clause 4.2(B)(ii)(g) form part of the Legislative Changes to be agreed between the Parties and ENGIE S.A.; and

(x) a further release(s) of European Assets will occur at and on the condition of the restart of the LTO Units (or, as applicable and if later, at and upon the A-stream Cap becoming effective and being paid in accordance with Clause 7.5), with regard to such European Assets that are no longer required (at that time) to guarantee the necessary assets coverage and other security arrangements to cover the relevant liabilities and obligations (as modified by the effect of the respective Caps, payments and additional security contemplated by the Potential Transaction). The assessment and decision of such further release shall be made by the CNV-CPN, taking into due consideration but for the avoidance of doubt without being bound by a report to be prepared promptly upon the restart of the LTO Units, respectively the A-stream Cap becoming effective in accordance with Clause 7.5 (if later), by an independent expert appointed

by the Parties. To the extent required, the Law of 12 July 2022 shall be modified accordingly.

(B)

(i) The Parties and ENGIE S.A. agree that the Transaction Documents intend to give effect to Schedule 3 (*Structuring*), provided that, if any due diligence undertaken by any Party or ENGIE S.A. identifies any material matter (including in respect of tax) with respect to any part of that Schedule or related matters, the Parties and ENGIE S.A. shall use their reasonable endeavours: (a) to mitigate such matter to the extent practicable; and (b) if such matter cannot be mitigated to the reasonable satisfaction of each Party and ENGIE S.A., to agree alternative arrangements in respect of such matter.

(ii) In general, European Assets are held by European companies, and non-European Assets are held by non-European companies (such statement being made by Engie and subject to the due diligence defined in sub-Clause (g) below). All non-European Assets will be transferred to ENGIE S.A. or an affiliated company of ENGIE S.A. in accordance with the following:

(a) (1) in the event that European Assets (exceeding a minimum value to be defined in the Transaction Documents) are held by non-European subsidiaries held directly or indirectly by Electrabel (including EII and IP and their subsidiaries), these assets will be transferred to Electrabel or to European subsidiaries; and (2) in the event that non-European Assets (exceeding a minimum value to be defined in the Transaction Documents) are held by Electrabel or by European subsidiaries held directly or indirectly by Electrabel, these assets will be transferred to non-European subsidiaries;

(b) European subsidiaries directly or indirectly held by IP and EII are transferred to Electrabel (or a European subsidiary thereof);

(c) non-European subsidiaries directly or indirectly held by EII and IP will be maintained in EII and IP;

(d) IP and EII and other holding companies directly or indirectly held by IP or EII are considered non-European Assets and are transferred to ENGIE S.A. (or a subsidiary thereof), provided that all European subsidiaries, with their European Assets, which they hold directly or indirectly are transferred to Electrabel (or a European subsidiary thereof);

(e) Synatom remains under Electrabel at all times and is not to be taken into account as part of the European Assets or the non-European Assets and is not to be taken into account for the

determination of the equity value of the European Assets in accordance with Clause 4.3 of this Agreement;

(f) Group Services will be transferred to ENGIE S.A. or a subsidiary of the latter, with limitations to be further defined in the Transaction Documents in order to prevent: (i) that the transaction costs of the reallocation of the European Assets and the non-European Assets (including tax impact) are charged to the European Assets; (ii) fraudulent impoverishment of Electrabel and/or its European subsidiaries and/or the European Assets; and/or (iii) funds to be fraudulently transferred from Engie Treasury Management to ENGIE. For the avoidance of doubt, trading activities performed in Europe by Electrabel and its subsidiaries stay within Electrabel. Group Services will continue to be rendered to Electrabel and its subsidiaries at arm's length; and

(g) BEGOV will be entitled to perform after signing of this Agreement a Due Diligence Exercise covering the following: (1) to verify the above sub-Clause (f); (2) to verify that there are no European Assets remaining in companies which are to be transferred to ENGIE S.A.; (3) to verify and confirm that assets which qualify as European Assets are not to be transferred to ENGIE S.A.; and (4) verifying whether the transfer of the non-European Assets (including the Group Services) and any of the above has any impact on Electrabel (or its subsidiaries) and/or Synatom, such as affecting the financial and other positions of Electrabel, Synatom and/or their subsidiaries.

(C) The Parties and ENGIE S.A. agree that Electrabel shall undertake the role of "NuclearCo" contemplated in the Updated HOT, it being understood that, if ENGIE S.A. identifies prior to 1 September 2023 that such structure would have a material adverse effect on ENGIE S.A., the ENGIE Group as a whole, Electrabel or the Potential Transaction, ENGIE S.A. shall: (i) promptly undertake a reasonable consultation with BEGOV; and (ii) provide BEGOV with all information reasonably required to understand and assess the nature and consequences of such adverse effect. The Parties and ENGIE S.A. shall use their reasonable endeavours to agree alternative arrangements whereby the Nuclear Operations and the European Assets shall instead be transferred to a newly incorporated directly or indirectly owned subsidiary of Electrabel, with such subsidiary carrying out the role of "NuclearCo" and any other modifications to the relevant Transaction Documents are made to the extent reasonably required to reflect such transfer.

(D) The Parties acknowledge that Electrabel will (in accordance with Schedule 3 (*Structuring*) and each other provision of this Agreement) manage the process of:

(i) the reallocation of the European and non-European Assets and certain other structuring steps; and

(ii) without prejudice to the role of NuclearSub, separating the LTO Units from the other activities of Electrabel and transferring the LTO Units to NuclearSub.

(E) The Transaction Documents will set out appropriate mechanisms for Electrabel to inform and consult BEGOV and the BEGOV Shareholder with respect to the matters set out in Clause 4.2(D).

(F) For the avoidance of doubt, the Parties do not intend that BEGOV, the BEGOV Shareholder or any of their affiliated parties, or NuclearSub, will act or be considered and/or assume any role and/or liability as a nuclear operator in respect of the Nuclear Operations, including the LTO Units.

(G) The Parties acknowledge that the Law of 12 July 2022 requires amendment to permit the structure contemplated by this Clause 4 (and in particular to permit the transfer of the non-European Assets to ENGIE S.A. or a subsidiary of the latter without CNV-CPN approval being required), and that such amendments will form part of the Legislative Changes.

4.3 **Guarantee, valuation and top-up of the European Assets**

(A) Engie guarantees that the equity value of the European Assets, meaning the discounted future free cashflows of the European Assets taking into account the usual bridge between enterprise value and equity value including but not limited to the addition of cash and cash equivalent positions and the deduction of any financial liabilities or debts (including financial debt, pension liabilities (net of pension assets), decommissioning liabilities and any other interest accruing liabilities whether intragroup or not), is at Closing Date at least equal to EUR 4,000,000,000.

(B) In order to determine the equity value, Electrabel will provide BEGOV with the equity value resulting from the impairment testing exercise as per June 30, 2023 (the "**Impairment Date**"), with a full valuation of each European Asset having an equity value in excess of EUR 10 mln per asset and up to in aggregate EUR 100 mln of equity value justified with valuation limited to book values, and with a mechanism to be agreed upon in the Transaction Documents to reflect the period between the Impairment Date and the Closing Date. This valuation exercise performed by Electrabel will be submitted towards the end of 2023 for review by and confirmation to an independent valuation expert appointed by the Parties which has relevant valuation experience and belongs to one of the Big 4 or equivalent audit firms and which is unrelated to the Parties. The independent expert will be requested to produce a report, providing an opinion on the valuation methodology and the equity value of the European Assets (the "**Report**") that will be binding on the Parties and ENGIE S.A. BEGOV will have the right to review the Report, the underlying documents (including Electrabel's valuation) and supporting particulars and can ask questions and clarification to Electrabel and the independent expert. The Report will be submitted to the Parties at the latest on a date to be agreed in the Transaction Documents.

(C) In the event that the Report concludes that the equity value of the European Assets at the Impairment Date as adjusted in accordance with the mechanism referred above is below EUR 4,000,000,000, ENGIE S.A. will top up the delta by transferring to Electrabel non-European Assets or cash (or keeping such assets or cash in Electrabel) to cover the delta at the latest at the Closing Date, at no cost to Electrabel. The Topup in accordance with this clause is a condition precedent to Closing.

(D) The Report will be actualized and submitted to the CPN at the occasion and as a condition to each capitalistic decision.

(E) The above shall be further detailed and elaborated in the Transaction Documents.

5. TRANSACTION DOCUMENTS

5.1 O&M Agreement

Without prejudice to the generality of the definition of "O&M Agreement", the principal terms and conditions of the O&M Agreement agreed as at the date of this Agreement to be entered into between NuclearSub and Electrabel shall be as set out in Schedule 8 (*O&M Agreement*).

5.2 Remuneration Agreements

Without prejudice to the generality of the definition of "Remuneration Agreements", the principal terms and conditions of the Remuneration Agreements agreed as at the date of this Agreement to be entered into between NuclearSub and the RA Counterparty shall be as set out in Schedule 9 (*Remuneration Agreements*).

5.3 PCG and Shareholder Support Arrangements

(A) The principal terms and conditions of the parent company guarantee agreed as at the date of this Agreement to be entered into between, among others, ENGIE S.A., Electrabel and NuclearSub shall be substantially in the form set out in Schedule 6 (*PCG*); and

(B) The principal terms and conditions of shareholder support arrangements agreed as at the date of this Agreement to be entered into between ENGIE S.A., Electrabel and NuclearSub in connection with the O&M Agreement shall be as set out in Schedule 7 (*Shareholder Support Arrangements*).

5.4 Legal Protections

The principal terms and conditions of certain legal protections to apply under and in respect of the Transaction Documents shall be as set out in Schedule 2 (*Legal Protections*).

6. REGULATORY APPROVALS

(A) The Parties recognise that certain aspects of the Transaction Documents and the Potential Transaction will be subject to obtaining Regulatory Approvals and are, to the extent legally required, concluded subject to obtaining such Regulatory Approvals.

(B) Closing of the Potential Transaction will be conditional on all Regulatory Approvals having been obtained (the "**Regulatory Condition**").

(C) The Parties will use their reasonable endeavours, having regard to their respective capacities and roles, to ensure the satisfaction of the Regulatory Condition, in each case without prejudice to any relevant authority's independence. It is understood that, with regard to state aid clearance:

(i) BEGOV will lead the process;

(ii) Electrabel and ENGIE S.A. shall, to the extent acceptable to the relevant authorities and in conformity with applicable law, be involved in any discussions with the European Commission and any other relevant authorities, and BEGOV will use its reasonable endeavours to ensure the participation of Electrabel and ENGIE S.A. to the greatest extent possible, and shall inform Electrabel and ENGIE S.A. promptly of any relevant developments;

(iii) BEGOV shall provide reasonable prior consultation and information (including notifications, submissions or responses) to Electrabel and ENGIE S.A. in sufficient time to allow for review, and will take into account Electrabel's and ENGIE S.A.'s reasonable comments thereon:

(a) unless otherwise expressly contemplated by this Agreement; and

(b) to the extent that the relevant matter would, or would be reasonably likely to, affect the Amended JDA, the Transaction Documents and/or the Potential Transaction; and

(iv) Electrabel and ENGIE S.A. will actively cooperate and provide reasonably promptly such information required in connection with state aid clearance as BEGOV may reasonably request (and the Parties and ENGIE S.A. shall liaise with a view to retaining any legal or other privilege).

(D) In the event that the satisfaction of the Regulatory Condition can only be achieved by giving certain undertakings or commitments and/or by modifying the Potential Transaction, the Amended JDA and/or the Transaction Documents, the Parties shall cooperate with a view to fulfilling the Regulatory Condition, which cooperation will include the negotiation of any amendments to the Potential Transaction and/or any such document. Notwithstanding the foregoing provisions, there will be no obligation on the Parties to agree to any undertakings or commitments, or amendments to the Potential Transaction and/or any such

document, if any Party reasonably considers that the requested amendments would substantially affect any of the material terms of the Potential Transaction and/or any such document.

7. RELEASE OF CAPPED NUCLEAR WASTE AND SPENT FUEL LIABILITIES

7.1 The terms and conditions in relation to Capped Nuclear Waste and Spent Fuel Liabilities shall be as set out in this Clause 7 and Schedule 11 (*Caps*).

B&C-stream Cap

7.2 The B&C-stream Cap is automatically granted at and on the condition of Closing of the Potential Transaction and payment thereof.

7.3 The B&C stream Cap can be annulled at the request of BEGOV in each of the following instances, such to be determined via a dispute resolution process to be agreed in the Transaction Documents and BEGOV bearing the burden and risk of proof in relation thereto, it being understood that the relevant parties (including BEGOV, the BEGOV Shareholder, ENGIE and Electrabel) shall have the obligation to cooperate with such process and shall provide transparency and that audit rights shall be foreseen for the Parties:

(A) in the event that the LTO Restart Date is not achieved in respect of both LTO Units by November 1, 2027 and if the absence of the LTO Restart at such date is caused by any voluntary decision to cease, not to proceed with and/or to implement the LTO (other than for Material Changes) and/or Wilful Misconduct (as defined hereinafter) by any Engie Party (as defined hereinafter).

For the purposes of this Clause 7.3(A), "**Material Changes**" means changes that meet all of the following conditions:

- it renders the LTO excessively onerous (including technically and / or operationally and / or from a safety perspective reasonably unfeasible) so that such cannot be expected from a reasonable and prudent operator;

- it is not due to any Engie Party; and/or

(B) in the event that, at any time as of Closing until the foreseen end of the operational period of the LTO Units, it is determined via the dispute resolution process set out above that there can be no LTO for technical and/or operational and/or safety reasons (notwithstanding any appropriate remediation plan as proposed by Electrabel that is reasonably capable of implementation) and that such inability to have an LTO is solely or predominantly caused by a Characterized Gross Negligence by any Engie Party.

In case of such annulment, the payment already made will not be reimbursed but will serve as an advance.

In case BEGOV is aware of any circumstance it considers to qualify as a circumstance set out above sub-Clause (A) and/or (B), it will issue a notice to Electrabel and ENGIE S.A. with, if reasonably possible, a reasonable remedy period.

A-stream Cap

7.4 The A-stream Cap is automatically granted at the moment and on the condition of LTO Restart Date in respect of both LTO Units and on payment thereof.

7.5 If the LTO Restart Date in respect of both LTO Units does not occur by 1 November 2027, the A-stream Cap shall only be granted (always conditional upon full payment) on the condition that and when (unless otherwise agreed by the Parties) it has been finally determined in accordance with a dispute resolution process to be agreed in the Transaction Documents that the absence of a LTO Restart of one or both of the LTO Units was not caused by Gross Negligence of any Engie Party, Electrabel or Electrabel (as the case may be) bearing the burden and risk of proof thereof.

7.6 In case BEGOV is aware of any circumstance it considers to qualify as a circumstance set out above in Clause 7.5, it will issue a notice to Electrabel and ENGIE with, if reasonably possible, a reasonable remedy period.

Relevant definitions

7.7 For the purposes of Clauses 7.2 to 7.6 only:

"**Engie Party**" means (A) Electrabel and/or any entity affiliated with Electrabel (it being understood that actions and/or failures to act of Engie S.A. and/or any entity affiliated with it (and/or of their personnel) shall be attributed to Electrabel) and/or (B) all members of the personnel of any entity referred to in (A).

"**Characterized Gross Negligence**" means any material action and / or material failure to act that manifestly no reasonable and prudent nuclear operator in the same circumstances would have committed having regard to, among other things:

(A) applicable law and regulation;

(B) applicable safety, security and technical considerations;

(C) the age and condition of the LTO Units;

(D) the fact that all actions and/or failures to act until the execution of the Initial HOT were decided upon by Electrabel in the absence of an LTO scenario; and

(E) any third party (including any subcontractors) or external (*i.e.*, other than (due to) any Engie Party) contingencies, in all cases if not due to any Engie Party and outside of the reasonable control of the relevant Engie Party (such contingencies including for the avoidance of doubt BEGOV's or any competent authorities' breach of any obligations under any Transaction Documents or applicable law).

"**Gross Negligence**" means any material action and / or material failure to act that a reasonable and prudent nuclear operator in the same circumstances would manifestly not have committed having regard to, among other things:

(A) applicable law and regulation;

(B) applicable safety, security and technical considerations;

(C) the age and condition of the LTO Units;

(D) the fact that all actions and / or failures to act until the execution of the Initial HOT were decided upon by Electrabel in the absence of an LTO scenario; and

(E) any third party (including any subcontractors) or external (*i.e.*, other than (due to) any Engie Party) contingencies, in all cases if not due to any Engie Party and outside of the reasonable control of the relevant Engie Party (such contingencies including for the avoidance of doubt BEGOV's or any competent authorities' breach of any obligations under any Transaction Documents or applicable law).

"**Willful Misconduct**" means Gross Negligence where the relevant Engie Party has demonstrably acted with intention to commit such Gross Negligence.

Release of Electrabel

7.8 Upon receipt of full payment of the relevant Capped Amount(s) (each as defined in Schedule 11 (*Caps*)) (the "**Relevant NuclearCo Release Moment**") and subject to the terms and conditions set out in Schedule 11 (*Caps*), Electrabel will automatically be fully and finally released, with immediate effect from the Relevant NuclearCo Release Moment and with no further action being required, from the related Capped Nuclear Waste and Spent Fuel Liabilities (each as defined in Schedule 11 (*Caps*)).

Dismantling Liabilities

7.9 Electrabel will remain liable for the Decommissioning (including the post-operations phase and the Dismantling phase) costs, obligations and/or liabilities (the "**Decommissioning Liabilities**") in connection with all of the Nuclear Operations (and the Parties clarify that the Decommissioning Liabilities do not fall under any cap contemplated in this Agreement and shall not be charged to NuclearSub or BEGOV or ultimately borne by either of them), subject to two exceptions where BEGOV will be liable for any direct or indirect increase in Decommissioning Liabilities and not otherwise recovered by Electrabel and Electrabel shall use its reasonable endeavours (to the extent there is a legal basis for it) to recover[1] such costs or expenses from any relevant third parties and (to the extent relevant) reimburse any amounts recovered such payments to BEGOV (with Electrabel bearing the burden and risk of proof in relation to these exceptions):

[1] Any such attempt to recover cost or expenses shall not be a pre-condition to the Belgian State honouring its liabilities under the above two exceptions.

(A) in relation to the Nuclear Operations other than the LTO Units, if and to the extent that they demonstrably result from the LTO. The terms and conditions in relation to the determination, allocation and discharge of such costs and liabilities (including any associated Decommissioning and Dismantling dis-synergies and any associated Decommissioning and Dismantling synergies that result from the LTO) will be included in the Transaction Documents; and

(B) in relation to the LTO Units, to the extent that they demonstrably result from the LTO or from circumstances occurring after the LTO Restart Date in respect of the first LTO Unit to achieve such date, and taking into account any Decommissioning and Dismantling dis-synergies and any associated Decommissioning and Dismantling synergies that result from the LTO. The terms and conditions in relation to the determination, allocation and discharge of such costs and liabilities will be included in the Transaction Documents.

7.10 Where Electrabel claims that BEGOV is to bear such Decommissioning Liabilities as set out in Clauses 7.9(A) and 7.9(B), and without prejudice to Electrabel's burden and risk of proof in relation thereto, Electrabel will submit to BEGOV as soon as reasonably possible and at the latest on 15 December 2023 an alternate valuation of the (projected) Decommissioning Liabilities to take into account the LTO, based on the same (unchanged) assumptions/model as submitted to the CPN for the 2022 revision (hereinafter the "**Proposed Revision**"), demonstrating:

(A) if and to what extent the increased provisions, if any, in the Proposed Revision demonstrably result from the LTO (including the Joint Objective); and

(B) the synergies, if any, that result from the LTO (including the Joint Objective).

7.11 If the Parties agree on the Proposed Revision, BEGOV, having exercised its customary audit rights, will pay to Electrabel on Closing, as a full and final settlement of the Decommissioning Liabilities due by BEGOV as set out in Clauses 7.9(A) and 7.9(B), such portion of the Proposed Revision:

(A) that demonstrably results from the LTO; and

(B) which is not offset by any synergies that result from the LTO.

7.12 If the Parties do not agree on the Proposed Revision and/or the proportion thereof to be borne by BEGOV, and either Party so requests or desires, BEGOV shall submit the Proposed Revision (including the detail set out in Clauses 7.10(A) and 7.10(B) above) to CNV-CPN within fifteen Business Days for the purposes of obtaining binding advice in accordance with Articles 5 and 6 of the Law of 12 July 2022 ("**Advice**").

7.13 If BEGOV fails to comply with Clause 7.12 and such default continues for a period of five Business Days, Electrabel may (without the consent of, or assistance from, BEGOV) make the submission to CNV-CPN envisaged by Clause 7.12. BEGOV shall procure that the amendments to legislation required to give effect to this Clause 7.13 shall be effected in accordance with Clause 3.4.

7.14 Where these Clauses 7.12 or 7.13 apply, BEGOV shall procure that the Law of 12 July 2022 shall be modified such that CNV-CPN has the obligation to give the Advice within 30 Business Days after the submission referred to in Clause 7.13. BEGOV will pay to Electrabel on Closing (or, if later, the date on which any judicial proceedings initiated by either Party in respect of such Advice are concluded), as a full and final settlement of the Decommissioning Liabilities due by BEGOV as set out in Clauses 7.9(A) and 7.9(B), the part of the Proposed Revision made binding by the Advice:

(A) that demonstrably results from the LTO; and

(B) which is not offset by any synergies that result from the LTO.

7.15 Either Party is entitled to initiate legal proceedings in relation to the Advice. If the Advice is amended by a court of competent jurisdiction, references in this Agreement to such Advice shall be read and construed as references to such Advice as so amended. If BEGOV has paid any amount to Electrabel on the basis of any Advice which is subsequently amended, then, if the difference between the amount set out in the Advice as so amended and the formerly prevailing Advice is (i) positive, BEGOV shall account to Electrabel for such difference; or (ii) negative, Electrabel shall account to BEGOV for such difference, in each case in accordance with the relevant court decision.

Nuclear operator

7.16 In the event of a transfer of the Nuclear Operations to a new company subject to and in accordance with Clause 4.2(C) (with such company acting as “NuclearCo” in accordance with Clause 4.2(A)(i)), and without prejudice to the release of NuclearCo as set out in Clause 7.8, all obligations of the nuclear operator under the Law of 12 July 2022 and other applicable law (such to be modified to the extent required to reflect the Transaction Documents), including as it may relate to any past, present or future costs, liabilities and/or obligations of, or any restrictions on, ownership of the LTO Units, nuclear operators or former nuclear operators in their capacity as such, shall be transferred to and apply to NuclearCo and NuclearCo shall assume all such obligations (including towards third parties) as if it were the nuclear operator *ab initio*, all as of the Closing.

Transfer of financial liability

7.17 From the Relevant Electrabel Release Moment, BEGOV will assume financial liability for any and all Capped Nuclear Waste and Spent Fuel Liabilities in relation to the concerned Waste Category (each as defined in Schedule 11 (*Caps*)), and Electrabel shall, as of the Relevant Electrabel Release Moment and in relation to the concerned Waste Category, no longer be required to deal with CNV-CPN and NIRAS-ONDRAF with respect to such Capped Nuclear Waste and Spent Fuel Liabilities (each as defined in Schedule 11 *(Caps*)) and any provisions in relation thereto.

Release of Electrabel in the event of transfer of the Nuclear Operations to NuclearCo

7.18 In the event of a transfer of the Nuclear Operations to a new company subject to and in accordance with Clause 4.2(C) (with such company acting as “NuclearCo” in accordance with Clause 4.2(A)(i)), upon Closing, receipt of full payment of the Capped Amounts for

the Category B Waste and Category C Waste, the transfer of obligations to NuclearCo as set out in Clause 7.16 and the transfer of all European Assets, Electrabel:

(A) and its assets shall automatically be released from any obligation or restriction under the Law of 11 April 2003 or any other law specifically applicable to nuclear power production (including the Law of 12 July 2022), and it shall be BEGOV's obligation (without prejudice to the generality of Clause 3.4) to implement the necessary legislative mechanisms to achieve this by Closing and to take any and all corrective actions and interventions to ensure such legislation remains in force;

(B) shall have no liability for the Nuclear Operations or any other assets and/or liabilities obtained or incurred by, or transferred to, NuclearCo or NuclearSub from time to time (as a former nuclear operator or with respect to nuclear matters); and

(C) shall automatically be released from, and not be or in the future become subject to, any statutory restrictions with respect to the conduct of its business or dealing with its assets (including related cashflows) and/or liabilities as may be applicable to nuclear operators or former nuclear operators under Belgian law.

For the avoidance of doubt, the release set out in this Clause 7.18 shall not as such impose any duty on BEGOV to indemnify Electrabel.

No obligations, restrictions or liabilities for (other) ENGIE group companies

7.19 For the avoidance of doubt, the Parties confirm that no member of the ENGIE group (other than Electrabel or Synatom) is currently subject to the obligations, restrictions or liabilities defined in Clause 7.18, and that (for the avoidance of doubt other than NuclearSub, Synatom and/or Electrabel, and without prejudice to the Amended JDA or the PCG), no member of the ENGIE group will assume any of the obligations, restrictions or liabilities referred to in Clauses 7.8, 7.16 or 7.18.

8. COSTS COVERAGE

8.1 If this Agreement or the Amended JDA terminate other than due to (x) the signing by (among others) the Parties of the Transaction Documents by 23:59 on 31 October 2023 (or such other date as the Parties may agree in writing); or (y) Electrabel or ENGIE S.A. breaching in any material respect, and not remedying within the time required to avoid damages, a legally binding agreement entered into with BEGOV in relation to the Potential Transaction (in relation to which BEGOV shall bear the burden and risk of proof), BEGOV shall indemnify Electrabel and each other relevant member of the ENGIE group (as applicable) (the "**Indemnified Entity**") for the following losses, costs and expenses (which will, for the avoidance of doubt, include any non-deductible Tax) (the "**Losses**"), in each case if and to the extent that (i) the Indemnified Entity objectively demonstrates that the Losses have been incurred under any of Clauses 8.1(A) to 8.1(D); (ii) the Losses are actually borne by the Indemnified Entity and are not otherwise recovered by it (and the Indemnified Entity shall undertake all reasonable steps to recover the same, where applicable, and in the event of recovery BEGOV shall be reimbursed for any payment made by it with respect to such Losses to the extent of such recovery); (iii) the Losses are not due to any breach of law by any member of the ENGIE group; (iv) the Indemnified Entity has used its reasonable endeavours to avoid and/or mitigate the Losses; and (v)

the relevant Losses have not been and will not be otherwise borne by BEGOV (or NuclearSub) under the Amended JDA, the Remuneration Agreement to which NuclearSub is party or otherwise pursuant to the terms of the Potential Transaction (and, in the case of each of (i) to (v), the Indemnified Entity shall bear the burden and risk of proof to demonstrate in full transparency, and BEGOV shall have customary audit rights in relation to the same):

(A) losses of profit in connection with any outages required, or any prolongation of outages required, that would not have occurred other than to undertake (or as a result of) works in relation to the LTO Units for the purpose of pursuing the Joint Objective (or, as the case may be, a restart of the LTO Units in accordance with Clause 2.2(C)), on the condition that (i) BEGOV has given prior approval of such outage or prolongation of an outage (which approval shall not be unreasonably withheld, delayed or conditioned by BEGOV), or (ii) Electrabel (acting reasonably) considers that such outage or prolongation of an outage is required by applicable law or regulation;

(B) the net negative difference in value between (i) the aggregate sale proceeds that would have been obtained if Synatom's nuclear fuel inventories, as at a reference date to be agreed between the Parties, had been sold at that date at their then market value, and (ii) the aggregate sale proceeds that are actually obtained in respect thereof when such nuclear fuel inventories are sold in the market (and, if applicable, any net positive difference in value shall be for the benefit of BEGOV and paid by the relevant entity to BEGOV);

(C) losses, costs and expenses caused by the demobilisation and/or reallocation of staff and contractors due to the termination of this Agreement and/or the termination of the Amended JDA; and

(D) actual costs and expenses incurred in relation to the termination of any third party (i.e. any entity not being a member of the ENGIE group) supplier arrangements or commitments relating to the Development Activities (as defined in the Amended JDA) that would not have been entered into but for the LTO (whether entered into on a "take and pay" basis or otherwise), excluding for the avoidance of doubt fees of advisors but including costs and expenses relating to (i) the fabrication of fuel assemblies, (ii) the natural uranium, (iii) the enrichment or conversion of nuclear fuel, (iv) any other arrangements or matters which (from the signing or entry into force of the Fuel Supply Agreement) would be invoiced by Synatom to NuclearSub and/or Electrabel thereunder; and/or (v) the procurement or supply of equipment for the purpose of pursuing the Joint Objective (or, as the case may be, a restart of the LTO Units in accordance with Clause 2.2(C)). Electrabel will keep BEGOV promptly informed about supplier arrangements and commitments mentioned under this paragraph (D) and at the latest during the meetings of the liaison committee as foreseen in clause 4(A)(ii) of the Amended JDA.

8.2 Any amount owed by BEGOV pursuant to Clause 8.1 shall be reduced by the amount of any Tax Savings for the Indemnified Entity arising from such Losses and by the amount of profits and/or cost savings (if any) that have been generated by the Indemnified Entity under any of Clauses 8.1(A) to 8.1(D). For these purposes, "**Tax**" has the meaning given

to it in the Amended JDA, and "**Tax Savings**" means the amount by which any tax for which the Indemnified Entity would otherwise have been liable, is actually reduced as a result of such Losses. For the avoidance of doubt, the Parties confirm that possible future Tax Savings that merely result from the fact that losses carried forward are increased and that have not yet actually reduced any Tax for which the Indemnified Entity would otherwise have been liable, shall not constitute Tax Savings.

8.3 The Parties are of the opinion that under current legislation no VAT would be due on any amounts that may be payable by BEGOV to any Indemnified Entities pursuant to Clause 8.1. For the avoidance of doubt, each such amount is exclusive of VAT. However, if any VAT is or becomes due on any such amounts and is claimed by the Belgian VAT authorities from an Indemnified Entity, then any such VAT (as well as any penalties, fines and late payment interests thereon) would constitute Losses for which BEGOV would be liable pursuant to Clause 8.1.

9. DURATION

(A) Unless otherwise agreed by the Parties in writing, and subject to Clause 9(B), this Agreement shall terminate on the earlier of:

(i) the date of signing by (among others) the Parties of the Transaction Documents; and

(ii) the date notified in writing by ENGIE S.A. or either Party to each other Party (and, if applicable, ENGIE S.A.), if (x) the Transaction Documents have not been duly signed by each of the proposed parties thereto by no later than 23:59 on 31 October 2023; and (y) such notice is given on or after 1 November 2023.

(B) If this Agreement is terminated pursuant to this Clause 9:

(i) all accrued rights and obligations under this Agreement shall be automatically waived and released as from the date of this Agreement, except for the obligations under Clauses 1, 8, 9, 11 and 12, which shall remain in full force and effect; and

(ii) the transactions contemplated in this Agreement, including any performance by an action or an omission to act (in derogation of Article 5.147, second paragraph, second sentence of the Belgian Civil Code), shall be cancelled retroactively.

9A Security of Supply for Winters 2025-2026 and 2026-2027

9Ai In consideration of Electrabel's role as an important electricity producer in Belgium and, at BEGOV's request, in the context of the security of supply, Electrabel is willing (A) to participate in and cooperate with initiatives in order to monitor on a continuing basis the system adequacy based on rolling forecasts and scenarios; and (B) to identify all possible options and mechanisms to address any potential system adequacy issues and follow up on mitigation plans previously agreed.

9Aii If a market-wide mechanism is effected by BEGOV or the Belgian TSO calling for available production or demand response capacity in order to ensure Belgium's security of supply, Electrabel shall seek to participate with any reasonably available production and/or demand response capacity that it has or may have.

9Aiii The Parties acknowledge that other market participants are also expected to offer capacity within the framework of such a market-wide mechanism.

10. NATURE OF THIS AGREEMENT

(A) For the avoidance of doubt, ENGIE S.A. is only a party to this Agreement for the purposes of exercising the rights and performing the obligations conferred upon it under Clauses 2, 3.1-3.4, 3.6, 4, 5.3, 6(C), 7, 8, 10, 11 and 12 and Schedule 1 (*Conditions Precedent*).

(B) All provisions of this Agreement, save for those set out in the recitals (being paragraphs (A)-(H) immediately preceding Clause 1) and Clause 9A (*Security of Supply for Winters 2025-2026 and 2026-2027*) are intended to give rise to binding legal obligations as of the signing of this Agreement. The binding nature of these obligations is subject to the terms and conditions of this Agreement, including the Conditions Precedent and the related provisions on termination and survival set out in Clauses 9(A) and 9(B).

11. MISCELLANEOUS

11.1 Entire agreement

(A) This Agreement constitutes the whole and only agreement between the Parties and ENGIE S.A. relating to the subject matter of this Agreement.

(B) Except in the case of fraud, each Party and ENGIE S.A. acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not repeated in this Agreement.

(C) For the purposes of this Clause 11.1, "**pre-contractual statement**" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to this Agreement becoming legally binding.

11.2 Amendment

This Agreement may only be varied in writing signed by each of the Parties and ENGIE S.A. The Parties explicitly agree that a waiver can under no condition be implied or verbal.

11.3 Remedies and waivers

No failure to exercise, nor any delay in exercising any right or remedy under this Agreement shall operate as a waiver of any such right or remedy or constitute an election to affirm this Agreement. No election to affirm this Agreement shall be effective unless it

is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

11.4 **No partnership**

Nothing in this Agreement and no action taken by the Parties nor ENGIE S.A. under this Agreement shall constitute a partnership, joint venture or agency relationship between the Parties and/or ENGIE S.A..

11.5 **Assignment**

(A) Neither Party nor ENGIE S.A. shall assign, or purport to assign all or any part of the benefit of, or its rights or benefits under, this Agreement.

(B) Neither Party nor ENGIE S.A. shall make a declaration of trust in respect of or enter into any arrangement whereby it agrees to hold in trust for any other person all or any part of the benefit of, or its rights or benefits under, this Agreement.

11.6 **Confidentiality**

(A) Subject to Clause 11.6(G), each Party and ENGIE S.A. shall treat as confidential all information obtained by it as a result of entering into or performing this Agreement which relates to:

(i) the Potential Transaction;

(ii) the LTO Units;

(iii) the involvement of Luminus in the Potential Transaction;

(iv) the Nuclear Operations; and/or

(v) the business, operations, strategy, intellectual property and know-how, and assets of Electrabel and its affiliates,

("**Confidential Information**").

(B) Subject to Clause 11.6(G), each Party and ENGIE S.A. shall:

(i) not disclose any Confidential Information to any person other than any of its representatives or employees who in each case need to know such information in order to discharge their duties;

(ii) not use any Confidential Information other than for the purpose set out in this Agreement; and

(iii) procure that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained in this Clause 11.6 as if such person were a party to this Agreement.

(C) Notwithstanding the other provisions of this Clause 11.6, each Party and ENGIE S.A. may disclose Confidential Information:

(i) to the extent required by law;

(ii) to its professional advisors provided they have a duty to keep such information confidential;

(iii) to the extent the information has come into the public domain through no fault of that Party; or

(iv) to the extent that the other Parties have given their prior written consent to the disclosure.

(D) Any information to be disclosed pursuant to Clause 11.6(C) shall be disclosed only after, to the extent permitted by law, reasonable prior consultation with the other Parties and ENGIE S.A..

(E) Upon the termination of this Agreement, each Party and ENGIE S.A. shall (and shall procure that its advisors will) return to the relevant other Party (or, at that other Party's request, securely destroy and confirm the destruction of) any Confidential Information which is within in its possession or control which it received from that relevant other Party.

(F) The restrictions contained in this Clause 11.6 shall continue to apply after the termination of this Agreement without limit in time.

(G) This Clause 11.6 shall not restrict a Party or ENGIE S.A. from dealing with information which it already possessed and did not receive from (or on behalf of) any other Party or ENGIE S.A..

11.7 **Partial invalidity**

Without prejudice to the invalidity and severability terms and conditions to be agreed upon in the Transaction Documents, for the purposes of this Agreement, the invalidity of any material term or material condition in the context of the Potential Transaction taken as a whole makes this entire Agreement invalid. Notwithstanding the preceding sentence, if this Clause 11.7 operates to invalidate this Agreement in its entirety, each of Clauses 1, 8, 11 and 12 shall continue in full force and effect (but in each case only to the extent such Clause is not itself invalid).

11.8 **Announcements**

The Parties and ENGIE S.A. shall consult and agree on any proposed public communication or announcement concerning any aspect of the Potential Transaction or other matters referred to in this Agreement.

11.9 **Counterparts**

(A) This Agreement may be executed in any number of counterparts, and by the Parties and ENGIE S.A. on separate counterparts, but shall not be effective until each Party and ENGIE S.A. has executed at least one counterpart.

(B) Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

11.10 **Notices**

(A) Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, shall be made by letter or e-mail and in English.

(B) The address and e-mail address (and the department or officer, if any, for whose attention the communication is to be made) for any communication to be made under or in connection with this Agreement is:

(i) in the case of BEGOV:

Address:	FOD Economie – Algemene Directie Energie Koning Albert II-laan 16, 1000 Brussel
Email address:	Dg.energie.secretariat@economie.fgov.be
Attention:	Director-General of DG Energy of the SPF Economie

(ii) in the case of Electrabel:

Address:	1000 Brussels (Belgium), Simon Bolivarlaan / Boulevard Simón Bolívar 36
Email address:	[redacted]
Attention:	[redacted]

(iii) in the case of ENGIE S.A.:

Address:	1000 Brussels (Belgium), Simon Bolivarlaan / Boulevard Simón Bolívar 36
Email address:	[redacted]
Attention:	[redacted]

or any substitute address or e-mail address or department or officer as the Party may notify to the other Parties by not less than ten days' notice.

(C) Any communication made by one Party and / or ENGIE S.A. to another under or in connection with this Agreement will only be effective:

(i) if by way of letter, when it has been left at the relevant address or ten days after being deposited in the post postage prepaid in an envelope addressed to it at that address; and

(ii) if by way of e-mail, when actually received;

and, if a particular department or officer is specified as part of its address details provided under Clause 11.10(B), if addressed to that department or officer.

(D) Any communication which becomes effective, in accordance with Clause 11.10(C), after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

12. APPLICABLE LAW AND JURISDICTION

Governing law

12.1 This Agreement, including the arbitration agreement laid down in Clause 12.6 of this Agreement, and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, Belgian law.

Jurisdiction

12.2 Subject to Clauses 12.6 to 12.10, the courts of Belgium shall have exclusive jurisdiction to decide any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement) (a "**Dispute**").

Initial Resolution and Escalation

12.3 In the event of a Dispute, BEGOV and Electrabel and/or ENGIE S.A. (as the case may be) (the "**Disputing Parties**") shall attempt to resolve the Dispute at working level without the involvement of (A) in the case of BEGOV, the Prime Minister, the Minister of Energy and the Director-General of the DG Energie of the SPF Economie and (B) in the case of Electrabel and/or ENGIE S.A., the Chief Executive Officer of ENGIE S.A., the Chief Financial Officer of ENGIE S.A. and/or the Chief Executive Officer of Electrabel from time to time (together, the "**Senior Stakeholders**"). If the Disputing Parties are able to resolve a Dispute then they shall record the resolution in writing and cause it to be implemented. For the avoidance of doubt, any such resolution shall not constitute an amendment to this Agreement or a waiver by the Parties or ENGIE S.A. of their rights under this Agreement, save where this is expressly provided for in writing.

12.4 If the Disputing Parties have not been able to resolve a Dispute within 15 Business Days after a notice by any Party that a Dispute exists, any Disputing Party may, upon expiry of that period, escalate the Dispute to the Senior Stakeholders and the Senior Stakeholders shall discuss the matter in good faith with a view to resolving it.

12.5 If the relevant Senior Stakeholders are unable to resolve the Dispute within 10 Business Days of it being escalated to them in accordance with Clause 12.4, then any Disputing Party may seek resolution of the Dispute in accordance with the requirements of Clauses 12.2 and 12.6 to 12.10.

Arbitration Option

12.6 The Parties and ENGIE S.A. agree that any of them (regardless of whether it is claimant or respondent) may submit a Dispute, for final resolution, to arbitration under the UNCITRAL Arbitration Rules in force at the date of this Agreement (except if and to the extent modified by the current Agreement). The tribunal shall consist of three arbitrators. In default of agreement on the arbitrators to be appointed at the latest ten Business Days after a notification thereto by either Party, the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. The seat of arbitration will be The Hague and the language of the arbitral proceedings will be English.

12.7 No Party nor ENGIE S.A. shall initiate court proceedings as set out in Clause 12.2 in respect of any Dispute (such party or parties being the "**Initiating Party**") before giving the other proposed party or parties to those proceedings (each a "**Responding Party**") at least 20 Business Days' prior written notice of its intention to do so, setting out reasonably sufficient details of the nature and subject of its claim. Within 20 Business Days of receipt of such notice, any Responding Party may give the Initiating Party (and, if any, the other Responding Parties) written notice that either: (i) that Responding Party intends to submit the Dispute to arbitration (the "**Responding Party Arbitration Option**"); or (ii) that Responding Party requires the Initiating Party to submit the Dispute to arbitration (the "**Initiating Party Arbitration Option**", and the Responding Party Arbitration Option and the Initiating Party Arbitration Option shall be jointly referred to as the "**Options**" and individually as an "**Option**"). In the absence of any Option notified within such period of 20 Business Days, the Responding Party shall have finally waived the Options and the Initiating Party may initiate court proceedings.

If a Responding Party exercises the Responding Party Arbitration Option, the Initiating Party may not initiate court proceedings unless and until the relevant Responding Party fails to commence arbitral proceedings in respect of the Dispute within 60 Business Days of the relevant Responding Party giving such notice (in which case the Responding Party shall be deemed to have waived the Responding Party Arbitration Option). If a Responding Party exercises the Initiating Party Arbitration Option, the Initiating Party shall not initiate court proceedings in respect of the Dispute and may only pursue the Dispute by commencing arbitration proceedings in accordance with Clause 12.6.

12.8 If the Initiating Party initiates court proceedings in relation to a Dispute without complying with the requirements of Clause 12.7, it is agreed that, on the demand of a Responding Party, those court proceedings are to be waived ("*afstand van geding/désistement d'instance*") by the Initiating Party within 28 days after a Responding Party has commenced arbitration proceedings in respect of the Dispute. In the case of a timely demand for discontinuance, the Initiating Party will pay all costs incurred in connection with the court proceedings and the Initiating Party will indemnify each Responding Party in respect of any costs that each Responding Party may be liable to pay under any order made in the court proceedings.

12.9 Each Party and ENGIE S.A. consents to any request from the other Party(ies) or ENGIE S.A. to consolidate any arbitration under this Agreement with any arbitration commenced under the Amended JDA and/or the Transaction Documents, including, if necessary, the joinder of any additional party to the arbitration.

12.10 Without prejudice to the power of the Tribunal to recommend provisional measures, any Party hereto or ENGIE S.A. may request any judicial or other authority to order any provisional or conservatory measure, including attachment, prior to the institution of the arbitration proceeding, or during the proceeding, for the preservation of its rights and interests. The Parties and ENGIE S.A. will discuss and agree in the Transaction Documents the extent to which any particular matters the subject of a Dispute should be subject to expedited arrangements under the applicable UNCITRAL Arbitration Rules.

Waiver of immunity

12.11 Any award issued shall be immediately executed, each Party and ENGIE S.A. irrevocably waiving every immunity of jurisdiction or execution that it may have in relation to such award.

This Agreement has been entered into on the date stated at the beginning of this Agreement in as many originals as there are Parties, each Party acknowledging having received one original.

Signature Pages to Framework Agreement

On behalf of BEGOV,

Name: Alexander De Croo

Title: Prime Minister

Tinne Van der Straeten

Name: Tinne Van der Straeten

Title: Minister of Energy

On behalf of Electrabel:

Thierry Saegeman

Name: Thierry Saegeman

Title: CEO and director

Pierre-François RIOLACCI

Name: Pierre-François Riolacci

Title: Chief Finance Officer and director

On behalf of ENGIE S.A.:

Catherine MacGregor

Name: Catherine MacGregor

Title: Chief Executive Officer and director

Pierre-François RIOLACCI

Name: Pierre-François Riolacci

Title: Executive Vice President in charge of Finance, Corporate Social Responsibility and Procurement

Schedule 1
Conditions Precedent

1. BEGOV, ENGIE S.A. and Electrabel having agreed in writing, by no later than 31 October 2023, upon steps, procedures and requirements for implementing the reorganisation contemplated in Part C (*The principal reorganisation steps*) of Schedule 3 (*Structuring*).[2]

2. BEGOV and Electrabel having agreed in writing the European Assets to be retained by Electrabel and held subject to the applicable security arrangements as part of the Potential Transaction, and non-European Assets to be transferred from Electrabel to another member of the ENGIE group or, in the event that Clause 4.2(C) applies, to be retained by Electrabel, in each case in accordance with Schedule 3 (*Structuring*).

3. BEGOV and Electrabel having agreed in writing the conditions and procedures (including required legislative and regulatory changes) for the release of: (i) non-European Assets from the applicable security arrangements following Closing and payment of the B&C-stream Cap in accordance with Clause 4.2(G); and (ii) European Assets from the applicable security arrangements following the LTO Restart Date in respect of both LTO Units and payment of the A-stream Cap (or, if later, the A-stream Cap becoming effective and being paid).

4. BEGOV and Electrabel having agreed in writing: (i) a list of assets and any other rights to be transferred or granted to NuclearSub as part of the Potential Transaction; and (ii) a list of all third party consents, authorisations and approvals which are necessary in connection therewith.

5. BEGOV and Electrabel having agreed in writing a list of all Regulatory Approvals.

6. The full text of each instrument required to implement the Legislative Changes having been agreed in writing between BEGOV and Electrabel.

7. BEGOV having completed the Due Diligence Exercise and confirming to Electrabel that it is satisfied (acting reasonably) with the results thereof.

8. The list and full text of the Transaction Documents having been agreed in writing by the competent corporate body of each proposed party thereto and duly signed by each of the proposed parties thereto.

9. BEGOV and Electrabel having agreed (in writing) upon a financial model which underpins the figures, formulae and assumptions in the Transaction Documents and which is in line with Schedule 8 (*O&M Agreement*) and Schedule 9 (*Remuneration Agreement*).

[2] This Condition Precedent intentionally refers only to the agreement of "steps, procedures and requirements", and not to the completion of reorganisation, the implementation of which will follow at a later date.

10. Luminus having unconditionally and irrevocably granted all consents envisaged to be granted by it in Schedule 3 (*Structuring*).

11. If any of Clauses 4.2(B) or 4.2(C) apply, each Party and ENGIE S.A. being satisfied with the process conducted under the relevant Clause(s) and (to the extent applicable under such Clauses) the Parties and ENGIE S.A. having reached a mutually acceptable agreement as contemplated thereby.

Schedule 2
Legal Protections

Key principles:

1. *The Parties and ENGIE S.A. acknowledge that: (i) the principles set out below are summary in nature, and they will be subject to further review and refinement in the context of the agreement of the Transaction Documents; and (ii) the interaction between, amongst other agreements, the Remuneration Mechanism and the Transaction Document in which the terms of this Schedule will be reflected (subject to any agreed modifications) should operate in a coherent manner.*

2. *As a general principle, there will be no recovery under any of the provisions below if and to the extent there is a right to recovery under the termination provisions of the Remuneration Mechanism with respect to the relevant event. In addition, there will be no recovery under any of the provisions below if and to the extent there is a right to recovery under any Transaction Document with respect to the relevant Losses (and, in such circumstances, each Indemnified Entity shall first exercise its rights under the Remuneration Mechanism or such other Transaction Document before exercising its rights under this Schedule). In particular:*

   (i) *if the Remuneration Mechanism is terminable in respect of the occurrence of a "Political Force Majeure" event or a "Qualifying Change in Law" (prior to the LTO Restart Date), or an "Operations Cessation Event" which permanently prevents the ongoing operation of the LTO Units (following the LTO Restart Date), in each case applying the definitions and provisions to be set out in the Remuneration Mechanism (which will reflect the concepts set out in principle 3 below), the sole remedy that will be available to any Indemnified Entity will be the relevant termination payments to be made to NuclearSub as prescribed by the Remuneration Mechanism and the indemnification provisions set out in paragraph 2 below will not apply; or*

   (ii) *in respect of the occurrence of a "Qualifying Change in Law" (where the Remuneration Mechanism is not terminable) or a period of "Force Majeure" involving a "Political Force Majeure" event (including an "Operations Cessation Event" which only temporarily prevents the ongoing operation of the LTO Units) (where the Remuneration Mechanism is not terminable), in each case applying the definitions and provisions to be set out in the Remuneration Mechanism (which will reflect the concepts set out in principle 3 below), there will be a "reopener" under the Remuneration Mechanism with any resulting adjustment to the strike price being the primary basis of recourse available in relation to any such event.*

   In the case of principle 2(ii) above, if the adjustment to the strike price does not provide full compensation in respect of the Losses incurred by each Indemnified Entity in relation to the relevant event, then the indemnification provisions set out in paragraph 2 below will apply subject to their terms and conditions, <u>provided that</u> any such indemnification claim may only be made: (x) if and to the extent permitted in accordance with paragraph 2 below (applying the relevant definitions and provisions set out in this Schedule, but not, for the avoidance of doubt, the relevant definitions and provisions set out in the Remuneration Mechanism); and (y) at or after the end of the LTO term, and only to the extent that NuclearSub has not received the Project IRR as a result of the relevant "Qualifying Change in Law" or "Force Majeure" involving

a "Political Force Majeure" event (including an "Operations Cessation Event" which only temporarily prevents the ongoing operation of the LTO Units).

3. *Provisions in relation: to (i) any federal government or Parliament fiscal or legislative measures; (ii) any decision/order by any Public Authority (including FANC-AFCN and/or NIRAS-ONDRAF); and (iii) any regional government fiscal or legislative measures which should constitute a "Qualifying Change in Law" or "Political Force Majeure" event (regardless of whether federal government or Parliament induces or actively promotes it) will be reflected in the Remuneration Mechanism. Subject to further review and refinement (including in relation to the regulatory framework applicable to the LTO Units and how it applies to these definitions), it is envisaged that the above protections will be subject to exceptions in relation to: (x) changes if and to the extent resulting from any determined breach by any Engie Entity of applicable law or regulation (including for the avoidance of doubt any required permits and authorisations) and/or any Transaction Document; (y) changes if and to the extent resulting from mandatory international industry measures/international law (including in response to any civil nuclear emergency/disaster); and (z) (in the case of sub-clause (ii) above only) any decision/order by any competent authority (including FANC-AFCN and/or NIRAS-ONDRAF), consistent with past practice of FANC-AFCN and NIRAS-ONDRAF (as applicable), which does not constitute a material amendment to the regulatory framework applicable to the LTO Units as at signing (taking into account Legislative Changes envisaged), including any decision in response to any civil nuclear emergency/disaster. The scope of these principles, and in particular the exceptions outlined above, will be further discussed and agreed in the Transaction Documents.*

1. Definitions

In this Schedule:

"**EIA**" means the environmental impact assessment (with reference 2022/77251/E2/EIE), as initiated by BEGOV on 20 March 2023.

"**Engie Entity**" means (x) Electrabel; (y) any Engie Party; and/or (z) any supplier, contractor, service provider and/or sub-contractor (of whatever tier) of any person and/or entity falling within sub-clauses (x) and/or (y), including in respect of each other where applicable.

"**Engie Party**" means Electrabel, ENGIE S.A. and/or any entity affiliated with either of them and their respective personnel.

"**Losses**" means direct damages, costs, expenses and liabilities in accordance with applicable law.

"**Public Authority**" means any national, regional or local government, governmental authority or other public administration (including, for the avoidance of doubt, FANC-AFCN, NIRAS-ONDRAF and any other public advisory body or any natural or legal person performing public administrative functions under national, regional or local law), excluding for the avoidance of doubt any (administrative and/or judicial) judicial body (*Administratief Rechtscollege / Rechtbank*) such as but not limited to the Constitutional Court or the Counsel of State (*Grondwettelijk Hof / Raad van State*).

"**Qualifying Change in Law**" means, on or after the date of the execution of the Transaction Documents, the adoption, amendment or repeal (and/or, in the case of paragraph (C) only, the suspension, annulment or change in interpretation) of:

(A) any federal law, federal regulation or federal fiscal measure in Belgium, in each case if adopted by the Belgian Federal Parliament (*Belgisch Federaal Parlement / Parlement Belge Fédéral*), the Belgian Federal Government (*Belgische Regering / Gouvernement Fédéral*) and / or any member of the Belgian Federal Government (*Belgische Regering / Gouvernement Fédéral*), excluding any such law, regulation or fiscal measure to the extent transposing any European Directive or international law in Belgium but only if and to the extent: (x) of mandatory application or transposition; and (y) strictly required to implement such transposition;

(B) any international, supranational, European, national, regional, local or other law, regulation or fiscal measure in Belgium if and to the extent not falling within paragraph (A) (provided that this paragraph (B) shall apply only if and to the extent the Belgian Federal Government (*Belgische Regering / Gouvernement Fédéral*) or the Belgian Federal Parliament (*Belgisch Federaal Parlement / Parlement Belge Fédéral*) has induced or actively promoted (x) the adoption of the relevant law, regulation or fiscal measure, and (y) the relevant contents thereof ((x) and (y) to be applied cumulatively), and *provided further* for the avoidance of doubt that this paragraph (B) shall (in the case of a European Directive or European Regulation or international) not be deemed to apply merely by virtue of the Belgian State having voted in favour of such law, regulation or fiscal measure in the European Council or the relevant international body; and/or

(C) any judicial decision, judicial measure, judicial order or other action of any court or judicial body in or of Belgium (including any annulment of any law, of any regulation or of any fiscal measure), but for the avoidance of doubt excluding any decision under the dispute resolution procedures under the Transaction Documents, and any interpretation or change of interpretation of any such law, regulation or fiscal measure if and to the extent the Belgian Federal Government (*Belgische Regering / Gouvernement Fédéral*) or the Belgian Federal Parliament (*Belgisch Federaal Parlement / Parlement Belge Fédéral*) has induced or actively promoted the adoption of such decision, measure, order or other action,

which, in addition:

(i) (in the case of paragraphs (A) and (B) only) (x) does not form part of the Legislative Changes; or (y) is not otherwise agreed between BEGOV and Electrabel;

(ii) specifically affects or specifically applies to (x) operators of nuclear units in Belgium (or their assets, undertakings or affiliates) and/or (y) the Nuclear Operations; and

(iii) adversely modifies or affects the material terms or conditions contemplated by the Transaction Documents, including the rights and remedies of any party thereunder,

and with (for the avoidance of doubt) the provisions of paragraphs (i) to (iii) each applying on a cumulative basis.

"**Relevant Law**" means any law, regulation, permit or authorisation to the extent the adoption, entry into effect, amendment, repeal, suspension, annulment or interpretation thereof did not constitute a Qualifying Change in Law.[1]

2. Public Authority cessation, Qualifying Change in Law, EIA risks and BEGOV/BEGOV affiliate payment obligations

(A) The Transaction Documents will provide that if:

(i) any decision, measure, order or other action taken by any Public Authority results in a temporary cessation of either or both of the LTO Units before the end of the extended LTO period, and such decision, measure, order or other action has been induced or actively promoted by the Belgian Federal Government (*Belgische Regering / Gouvernement Fédéral*) or the Belgian Federal Parliament (*Belgisch Federaal Parlement / Parlement Belge Fédéral*) (except if and to the extent that such cessation results from: (x) any breach (as determined in accordance with the applicable dispute resolution procedures as set out in the Transaction Documents) by any Engie Entity of Relevant Law and/or any Transaction Document; (y) any changes resulting from mandatory international industry measures or international law (including in response to any civil nuclear emergency or disaster); and/or (z) any decision or order of any competent authority (including FANC-AFCN and/or NIRAS-ONDRAF), consistent with past practice of FANC-AFCN and/or NIRAS-ONDRAF (as applicable), which does not constitute a material amendment to the regulatory framework applicable to the LTO Units as at signing of the Transaction Documents (taking into account the Legislative Changes), including any decision in response to any civil nuclear emergency or disaster, in each case to be agreed in the Transaction Documents);

(ii) any Qualifying Change in Law occurs (except if and to the extent that such event results from any breach (as determined in accordance with the applicable dispute resolution procedures as set out in the Transaction Documents) by any Engie Entity of Relevant Law and/or any Transaction Document); and/or

(iii) the EIA is found to be deficient (whether as a result of incompleteness, imprecision, error, lateness, failure to fully address the cumulative effects of other projects, misalignment between the EIA and the scope and terms of the LTO, the implementation of the LTO or the Potential Transaction generally, or otherwise) and, in consequence of such deficiency, the law permitting operation of the LTO Units after the end of their current legal life or any provision thereof required to operate the LTO Units is declared by a court of competent jurisdiction to be null or is suspended (and such annulment or suspension takes effect following the expiry of any grace or remedy period granted by such court, if applicable), *provided that* this paragraph (iii) shall not apply if and to the extent

[1] Subject to review and refinement in the Transaction Documents.

that such deficiency is the consequence of an act or omission and/or any information provided in writing by any Engie Entity,

BEGOV will indemnify Electrabel, the relevant member of the ENGIE group and/or NuclearSub[2] (as applicable) (hereinafter, the "**Indemnified Entity**") for any and all Losses the Indemnified Entity has suffered.

3. Limitation; mitigation[3]

(A) Each indemnification obligation in paragraph 2 above shall apply (in addition and without prejudice to the law) only if and to the extent:

(i) there is no right to recovery under the Remuneration Agreement or any other Transaction Document with respect to the relevant Losses and, in circumstances where there is such a right, the Indemnified Entity shall first exercise its rights under the Remuneration Agreement (in accordance with, and subject to, the provisions of paragraph (B) below) or such other Transaction Document before exercising its rights under this Schedule; and

(ii) the relevant Losses have not already been recovered from BEGOV or any affiliate (whether under the Remuneration Agreement or any other Transaction Documents or otherwise), in order to ensure that there is no "double recovery" in respect of the same Losses.

(B) In relation to the exercise of any Indemnified Party's rights under the Remuneration Agreement:

(i) if the Remuneration Agreement is terminated in respect of the occurrence of a "Political Force Majeure" event or a "Qualifying Change in Law" (prior to the LTO Restart Date), or an "Operations Cessation Event" which permanently prevents the ongoing operation of the LTO Units (following the LTO Restart Date), in each case as defined in and subject to the provisions of the Remuneration Agreement, the sole remedy that will be available to any Indemnified Entity will be the relevant termination payments to be made to NuclearSub as prescribed by the Remuneration Agreement and the indemnification provisions set out in this paragraph 2 above will not apply; or

(ii) in respect of the occurrence of a "Qualifying Change in Law" (where the Remuneration Agreement is not terminated) or a period of "Force Majeure" involving a "Political Force Majeure" event (including an "Operations Cessation Event" which only temporarily prevents the ongoing operation of the LTO Units), in each case as defined in and subject to the provisions of the Remuneration Agreement, there will be a "reopener" under the Remuneration Agreement with any resulting adjustment to the strike price being the primary basis of recourse available in relation to any such event. In the case of this sub-paragraph (ii), if

[2] Conflicts management provisions shall provide that Electrabel will exercise a casting vote in respect of any right of indemnification in favour of NuclearSub referred to in this paragraph 2.

[3] Subject to review and refinement in the Transaction Documents.

the adjustment to the strike price does not provide full compensation in respect of the Losses incurred by each Indemnified Entity in relation to the relevant event, then the indemnification provisions set out in paragraph 2 above will apply subject to their terms and conditions, provided that any such indemnification claim may only be made: (x) if and to the extent permitted in accordance with paragraph 2 above (applying the relevant definitions and provisions set out in this Schedule, but not, for the avoidance of doubt, the relevant definitions and provisions set out in the Remuneration Agreement); and (y) at or after the end of the LTO term, and only to the extent that NuclearSub has not received the Project IRR as a result of the relevant "Qualifying Change in Law", "Force Majeure" or "Political Force Majeure" event.

(C) The Indemnified Entity shall take reasonable steps to avoid or mitigate any Losses claimed under this provision.

(D) If the Indemnified Entity has recovered the relevant Losses from BEGOV or any affiliate, and the Indemnified Entity subsequently recovers any amount in respect of such relevant Losses from any third party, then the Indemnified Entity shall reimburse BEGOV or such relevant affiliate the net amount of such recovery.

(E) If:

(i) a Qualifying Change in Law occurs; or

(ii) the EIA is found to be deficient in any respect,

then Parties shall (having regard to their respective and capacities and roles), and without prejudice to their other obligations as set out in this schedule, use reasonable endeavours to take (and ensure that their affiliates take) all mitigating and corrective measures reasonably requested by the other Party or Parties, it being understood for the avoidance of doubt that this paragraph (E) shall not be construed as a ground for compensation from BEGOV other than as explicitly set out in this Schedule.

4. Enforcement

The Transaction Documents shall provide that, if any indemnification obligation arises under this Schedule, such indemnification obligation has been finally determined through the applicable dispute resolution procedures in accordance with clause 12 of this Agreement and such indemnification obligation has not been paid in accordance with the final judicial or arbitral determination, cash flows related to the Transaction, NuclearSub or the LTO Units which would otherwise accrue to the indemnifying entity or its respective affiliates party to a Transaction Document in any capacity (including as shareholder in NuclearSub (and in such case whether as distributions on equity, repayment of any shareholder loan or pursuant to any contractual arrangement)) will (conditional upon and to the extent of any final judicial or arbitral determination that such indemnified amounts are due and payable) be (i) re-allocated to or to the order of the Indemnified Entity or its affiliates; and/or (ii) set-off against or contractually

netted-off from any payment obligation owed to the indemnifying entity or its affiliates from the Indemnified Entity or its affiliates or NuclearSub.[4]

5. Entrenchment

The protections contemplated by this Schedule will be embedded in the Legislative Changes. The Parties and ENGIE S.A. will include the protections contemplated by this Schedule among the provisions protected by a survival clause. In the event of the cancellation or invalidation of any of the protections contemplated in this Schedule, the Parties and ENGIE S.A. will agree to negotiate new provisions having substantially the same effect as those contemplated herein.

6. Exclusion of Article 5.74 of the New Civil Code

Article 5.74 of the New Civil Code does not apply to the Transaction, and the Transaction Documents will similarly provide for a full waiver of Article 5.74 of the New Civil Code. The consequences of any change in circumstances shall be assessed solely in the light of the to be agreed upon provisions of the Transaction Documents.

[4] The Transaction Documents will provide that this mechanism shall also apply in respect of defaulted payment obligations of the respective parties and their affiliates.

Schedule 3
Structuring

*This schedule (the "**Schedule**") sets out the principles of the structuring, to prolong the lifetime of the LTO Units through a corporate structure that guarantees long-term stability and which allows the participation of the BEGOV in a new Belgian entity ("**NuclearSub**") which will own the LTO Units.*

	Topic	Principles
A.	**General**	
1.	**Parties referred to in this Schedule**	• Engie SA ("**Engie**"); • Luminus SA ("**Luminus**"); • Electrabel SA ("**EBL**"), which will continue to act as the sole nuclear operator; • The BEGOV Shareholder; and • NuclearSub, Jointly referred to as the "**Parties**" and each individually as a "**Party**".
2.	**Definitions**	• **Co-ownership Agreement** or **Co-ownership**: Co-ownership agreement concluded on 26 June 2003 between EBL and Luminus governing the management of the undivided ownership of the Relevant Nuclear Units and the premises ("*Annexe 6*"); • **LTO Co-ownership**: Co-ownership agreement between NuclearSub and Luminus regarding LTO Units to which EBL accedes; • **LTO Partnership**: Silent partnership agreement between NuclearSub and Luminus regarding LTO Units to which EBL accedes; • **Non-LTO Partnership**: Partnership agreement between EBL and Luminus regarding Tihange 2 and Doel 3 (to be entered into); • **Non-LTO Co-ownership**: Co-ownership agreement between EBL and Luminus regarding Tihange 2 and Doel 3 (to be entered into); • **Non-LTO Units:** Tihange 1, Tihange 2, Doel 1, Doel 2 and Doel 3; • **Nuclear Operations:** Tihange 1, Tihange, 2, Tihange 3, Doel 1, Doel 2, Doel 3, Doel 4 and all assets and liabilities related to it; • **Partnership Agreement** or **Partnership**: Partnership agreement concluded on 26 June 2003 between EBL and Luminus governing the management and operation of the Relevant Nuclear Units ("*Annexe 7*"); • **Relevant Nuclear Units**: Tihange 2, Tihange 3, Doel 3 and Doel 4; Other terms used in this Term Sheet with an upper case have the meaning given to them in the Framework Agreement.

	Topic	Principles
B.	**Anticipated JV structure**	
3.	**Current structure, ownership and operation of the LTO Units (as described by EBL)**	• The ownership and exploitation, management and operation of the two LTO Units is part of a contractual structure in respect of the four Relevant Nuclear Units (of which the LTO Units form part). • Ownership of the Relevant Nuclear Units is managed through the Co-ownership Agreement: o Ownership of the Nuclear Units and the premises on which they are built, vested in a voluntary co-ownership between EBL (89,81%) and Luminus (10,19%); o Entered into for a limited period of time, until the end of the dismantling or until the end of the financial responsibility relating to the operating radioactive waste and/or waste from the back-end of the fuel cycle and/or waste from the dismantling as set out in the regulations on radioactive waste if a formula for the lump-sum payment of these charges for the balance of the accounts has not been agreed between the parties prior to the expiry of the financial period (which is currently set at 50 years pursuant to Article 3, § 3 of the Royal Decree of 30 March 1981 determining the tasks and operating procedures of NIRAS/ONDRAF); o EBL has full power to take all decisions in relation to the Relevant Nuclear Units, including investments, termination and lifetime extension of the units; o Transfer of shares in undivided ownership is free but shares are held by partners to Partnership Agreement (see below). • Exploitation, management and operation of the Relevant Nuclear Units is managed through the Partnership Agreement: o EBL acts as managing partner and Luminus as silent partner; o EBL has full management powers with the exclusion of Luminus (as silent partner) and can enter into all agreements on behalf of the Partnership; o The Partnership is entered into for a limited period of time, until the beginning of the dismantling of the last unit or until the end of the financial responsibility relating to the operating radioactive waste and/or waste from the back-end of the fuel cycle as set out in the regulations on radioactive waste if a formula for the lump-sum payment of these charges for the balance of the accounts has not been agreed between the parties prior to the expiry of the financial period (which is currently set at 50 years pursuant to Article 3, § 3 of the Royal Decree of 30 March 1981 determining the tasks and operating procedures of NIRAS/ONDRAF); o Contribution of the partners' right of use and enjoyment of the Relevant Nuclear Units in proportion to their share in the undivided ownership of the Relevant Nuclear Units; o No notarial deed of contribution of the ownership rights has been entered into; hence the legal title to the Relevant Nuclear Units has not been contributed to the Partnership; this implies that the contribution is

	Topic	Principles
		limited to the rights of use and enjoyment of the Relevant Nuclear Units; o EBL and Luminus organise the management of the Relevant Nuclear Units and the distribution of the costs with respect to the nuclear activities through the Partnership; this is not the case for the distribution of electricity (see below); o Transfer of shares in undivided ownership requires that the transferee takes over the shares of the transferring party in the partnership in the same proportions as the transfer of the undivided ownership, in order to ensure at all times a perfect correlation between the Co-ownership and the Partnership; hence a division of the Co-ownership and Partnership will be required to achieve the envisaged structuring (see below). • Ownership of the produced electricity: o Each party is the owner of the electricity produced in accordance with its share in the Co-ownership; hence EBL and Luminus conclude independently agreements for the sale of the produced electricity; o Distribution and ownership of the produced electricity is not governed by the Partnership Agreement.
4.	**Envisaged structure of the co-ownership of the LTO Units**	• The LTO Co-ownership will be the result of the division (prior to the demerger) of the current Co-ownership in the LTO Co-ownership for the LTO Units, and the Co-ownership for the other Relevant Nuclear Units (which remain with EBL). • In the LTO Co-ownership, ownership will be vested in a voluntary co-ownership between NuclearSub (89,81%) and Luminus (10,19%). • EBL will at the time of the demerger be entrusted with the powers of management as further defined in the LTO Co-ownership Agreement; • At the time of the demerger, EBL will adhere to the LTO Co-ownership as manager without becoming co-owner.
5.	**Envisaged structure of the operation of the LTO Units**	• The LTO Partnership will be the result of the division (prior to the demerger) of the current Partnership in the LTO Partnership for the LTO Units and the Partnership for the other Relevant Nuclear Units (which remain with EBL). • At the time of the demerger NuclearSub adheres to the LTO Partnership as silent partner, while EBL remains the managing partner: o EBL will continue to act as managing partner, that is jointly liable for any debts and liabilities of the LTO Partnership, and NuclearSub and Luminus will be silent partners, which are not jointly liable for debts and obligations of the LTO Partnership; o EBL will, in addition to being the managing partner, be the nuclear operator of the LTO Units; its contribution to the LTO Partnership consists of its services; o EBL will enter into an O&M Agreement with NuclearSub. • The arrangements with Luminus will be governed by the LTO Partnership Agreement;

	Topic	Principles
		• The arrangements with NuclearSub will be mainly governed by the O&M Agreement.
6.	**Consent of Luminus**	• The consent of Luminus will be requested for: o the division of the Partnership and Co-ownership in two sets of agreements, one relating to the LTO Units and the other relating to the other Relevant Nuclear Units; o the continuation of EBL as managing partner and the appointment of NuclearSub as silent partner of the LTO Partnership; o EBL adhering to the LTO Co-ownership as manager (without property rights); and o any other matters for which consent is required • Consent of Luminus with respect to the above actions to be obtained before signing of the Transaction Documents.
7.	**Reallocation of assets to guarantee necessary asset coverage in the envisaged restructuring**	• European Assets will serve as guarantee for the necessary asset coverage and other security arrangements to cover the relevant liabilities and obligations in relation to the Nuclear Operations (art. 1.17-1.19 HoT). • Prior to Closing, European Assets held by non-European subsidiaries of EBL are transferred directly to EBL or to its European subsidiaries. • On Closing, the non-European Assets of EBL are transferred to ENGIE or its subsidiary outside the EBL Perimeter.
C.	**The principal reorganisation steps**	
1.	**Overview of the structuring steps and envisaged timing**	• The structure is set up through a sale of companies (holding the non-European Assets; for the avoidance of doubt no European Assets shall be transferred outside EBL perimeter this way) followed by a demerger of the LTO Units to NuclearSub; • Incorporation of NuclearSub after signing of Transaction Documents; • Reallocation of European and non-European Assets within EBL perimeter – prior to Closing; • Sale of EII and IP by EBL and other not yet reallocated non-European Assets to Engie (or a subsidiary of Engie) – at Closing (after fulfilment of the conditions precedent in the Transaction Documents); • Transfer of 50% of the shares in NuclearSub to the BEGOV Shareholder – at Closing (after fulfilment of the conditions precedent in the Transaction Documents); • Division of the Partnership and Co-ownership – at the latest before the time of the demerger of the LTO Units to NuclearSub; • Demerger of LTO Units and the real estate rights to the premises on which they are built, to NuclearSub – at the earliest at the end of the legal lifetime of the LTO Units and in any event before LTO Restart Date; • Accession of EBL to the LTO Partnership and LTO Co-ownership – at the earliest at the end of the legal lifetime of the LTO Units and in any event before LTO Restart Date.

	Topic	Principles
2.	**Incorporation of NuclearSub by EBL after signing of the Transaction Documents**	• Incorporation of NuclearSub as a limited liability company in the corporate form of a *société à responsabilité limitée/besloten vennootschap*, by EBL which will hold 100% of the shares.
3.	**Sale of EII and IP to Engie (and other non-European Assets held by EBL or its European subsidiaries) at Closing**	• The transfer of the non-European Assets held by EII and IP is organized through a sale of EII and IP to Engie, after transfer of all European Assets out of EII and IP in accordance with Clause 4.2(B)(ii) of the Framework Agreement. • Any other non-European Assets which have not been transferred to IP or EII prior to Closing will be transferred to Engie.
4.	**Transfer of 50% in NuclearSub to the BEGOV Shareholder at Closing**	• The BEGOV Shareholder will become a shareholder of NuclearSub at Closing. • Transfer of shares in NuclearSub from EBL to the BEGOV Shareholder, to achieve a 50/50% shareholding against a price to be determined (currently expected to be at net asset value). • Signing of the shareholders' agreement between shareholders of NuclearSub, including the O&M Agreement; the shareholders' agreement shall address: o Decision making process and governance including reserved matters; o Transfer of shares including permitted transfers only between shareholders (unless agreed otherwise), lock-up until the end of decommissioning of all nuclear units; o Dividend policy; o Financing of NuclearSub; o End of lifetime of the LTO's. • Amending articles of association to reflect the following: o Transfer restrictions of SHA to be inserted in the Articles of Association; o Shareholders meeting: ▪ Powers: the shareholders' meeting shall resolve upon all matters reserved to the shareholders' meeting under the BCCA, and such additional matters as provided in the SHA and the AoA; ▪ Attendance quorum: the Shareholders that are present, or validly represented, represent at least 50% of the shares; ▪ Vote quorum: simple majority (50+1%); ▪ Reserved shareholders' matters requiring special majority in order to safeguard the fundamental value of each shareholder's interest; o Board of directors: ▪ Powers: the powers of the BoD shall be as set forth in the Shareholders Agreement, the Articles of Association and the BCCA ▪ Composition: ▪ ½ representatives of EBL (the "**EBL Directors**")

	Topic	Principles
		▪ ½ representatives of the BEGOV Shareholder (the "**BEGOV Directors**") ▪ Chairperson: an independent director or a representative of BEGOV, as agreed by the Parties in the Transaction Documents – no casting vote; ▪ CFO: representative of BEGOV ▪ Attendance quorum: at least the majority of the BoD should be present or represented; ▪ Vote quorum: simple majority (50+1%); ▪ Board reserved matters requiring special majority ▪ list of matters in order to safeguard the fundamental value of each shareholder's interest, but excluding any operational matters that would customarily be the responsibility of the nuclear operator; ▪ in case of deadlock: matter will be delegated to the shareholders' meeting; ▪ related party matters (such as any decision to issue a demand under the PCG or contractual actions under agreements between parties for breach by one party) will be decided by majority, the directors of the other party, holding a casting vote; o Day-to-day management of NuclearSub will be delegated to one or more EBL directors; o Representation of NuclearSub: ▪ NuclearSub shall be validly represented (i) in all actions, including before the courts, by an EBL Director and a BEGOV director, acting jointly, or (ii) by the person entrusted with day-to-day management, acting within the limits of his or her mandate of day-to-day management; ▪ NuclearSub may also be validly represented by the holders of special powers of attorney, acting within the limits of the special powers granted to them.
5.	**Division of the Partnership and Co-ownership**	• The Partnership Agreement will be divided into the LTO Partnership and a Non-LTO Partnership for the other Relevant Nuclear Units. • The Co-ownership Agreement will be divided into an LTO Co-ownership Agreement and a Non-LTO Co-ownership Agreement for the other Relevant Nuclear Units. • Both will be carried out by entering into new agreements replacing the old agreements.
6.	**Demerger of LTO Units to NuclearSub**	• Demerger (partial or ordinary) of the LTO Units to NuclearSub, with newly created shares to be issued to Engie. • The demerger can be done in a single operation at the earliest at the end of legal lifetime of both LTO Units in September 2025, or in two operations depending at the earliest at the end of the legal lifetime of the relevant LTO

	Topic	Principles
		Unit, i.e., Doel 4 in July 2025 and Tihange 3 in September 2025, but in any event before LTO Restart Date. • The transferred LTO Units include the participation in the LTO Partnership Agreement and the LTO Co-ownership Agreement. • Tax ruling to be requested. • Capital increase by the BEGOV Shareholder or transfer of shares by Engie to the BEGOV Shareholder in order for the BEGOV Shareholder not to be diluted. Cash contribution or purchase price to be determined taking into account the agreed residual value of the agreed list of assets to be contributed by EBL to NuclearSub that are necessary for the safe and reliable operations of the LTO Units, with such residual value not to exceed 150 million EUR[1] and being calculated using an approach to reflect fair market value in case of no LTO, it being understood that the nuclear reactor island shall be transferred at no cost, and that the concerned spare parts that would have to be acquired for the safe and reliable operation of the LTO are valued at their fair value, and being subject to third party dispute resolution. • EBL continuing as managing partner of the LTO Partnership and becoming manager of the LTO Co-ownership and NuclearSub becoming a silent partner in the LTO Partnership.

[1] The agreed cap on residual value of €150m is a cap on residual value and inventory to avoid double counting (i.e. value between inventories and residual value running through the Original Financial Model and into LCOE is capped at €150m, including inventory). Any economic residual value within the perimeter of NuclearSub at the end of the LTO to be solely for the benefit of NuclearSub.

Schedule 4
Legislative Changes

(1) General approach to Legislative Changes

The commitments made under this Framework Agreement must be implemented with legal certainty, within a clear and robust legislative and regulatory framework. The Transaction Documents must have a legal basis.

This Schedule outlines the main Legislative Changes as referred to in Clause 3.4 of this Framework Agreement and should be read in a way that is in conformity with the rest of this Framework Agreement and nothing herein is intended to and / or can be construed as to modify the Framework Agreement and its attachments. For the sake of clarity, this Schedule is non-exhaustive and other Legislative Changes might be needed to implement related different aspects of the Transaction Documents.

The exact form of proposed wording for the Legislative Changes will be specified in the Transaction Documents, with respect for the legislative process.

Unless expressly stated otherwise, the adoption of the Legislative Changes, as set out in the Transaction Documents, by 1 May 2024, shall be a condition precedent to closing of the Transaction, as provided under paragraph (C) of the definition of “Closing” in Clause 1.1 of the Framework Agreement.

(2) Cap on liability and liability release

The Law of 8 August 1980 relating to NIRAS-ONDRAF (the "**NIRAS-ONDRAF Law**") itself and its implementing decrees will grant to NuclearCo the Transfer of the Capped Nuclear Waste and Spent Fuel Liabilities against payment of the Capped Amounts, which include a risk premium, and will provide for conditions and modalities thereof and exceptions thereto.

The Law of 2022 will be amended to incorporate and reflect – a.o. - the security arrangements regarding the European Assets and non-European Assets, the Topup in relation to the European Assets as set out in Clause 4.3(C) of this Framework Agreement, the revised thresholds in relation to the capitalistic decisions, any potential additional restrictions to Electrabel and / or Synatom in light of the due diligence in accordance with Clause 3.2 of this Framework Agreement, the PCG and the Shareholder Support Arrangements. It will reflect a.o. (i) the further release of the European assets in accordance with and subject to Clause 4.2(A)(x) of this Framework Agreement and (ii) the release of non-European Assets upon Closing and payment of the Capped Amount for the Category B Waste and Category C Waste and Spent Fuel, in accordance with Clause 4.2(G) of this Framework Agreement.

The NIRAS-ONDRAF Law and the Law of 2022 will be amended, where required, to implement the provisions of Clause 7 of this Framework Agreement (*Release of Capped Nuclear Waste and Spent Fuel Liabilities*) and the material terms of Schedule 11 (*Caps*).

(3) Contractual Transfer Criteria

The NIRAS-ONDRAF Law and its implementing decrees shall be amended where necessary to allow for the production of Nuclear Waste Packages and the Transfer of Nuclear Waste Packages and Spent Fuel Packages if they comply with the Contractual Transfer Criteria, irrespective of any incompatible Acceptance Criteria.

The law shall provide a legal basis for the Expert Determination Procedure provided for in Schedule 11 (*Caps*).

(4) Other changes

The Law of 31 January 2003 on nuclear phase-out shall be amended to allow for the LTO.

The law will clarify that NuclearSub, while co-owner of the LTO Units, will not be the Nuclear Operator.

The law shall provide a legal basis for the legal protection and indemnification provisions agreed in the Transaction Documents.

Schedule 5

Amended and Restated JDA

TABLE OF CONTENTS

1.	INTERPRETATION	2
2.	DURATION	6
3.	DEVELOPMENT ACTIVITY	6
4.	INFORMATION EXCHANGE AND COOPERATION	11
5.	NATURE OF THIS AGREEMENT	12
6.	BUDGET	12
7.	FUNDING	14
8.	REPRESENTATIONS AND WARRANTIES	20
9.	NOTICES	20
10.	MISCELLANEOUS	21
11.	APPLICABLE LAW AND JURISDICTION	27

THIS AGREEMENT has been amended and restated on and with effect from 21 July 2023 (the "**Amendment Date**"), was originally entered into on 29 June 2023 (the "**Original Execution Date**") and was amended and extended to 21 July 2023 pursuant to an extension agreement dated 20 July 2023, in each case by and between:

(1) **THE BELGIAN STATE**, represented by Alexander De Croo, Prime Minister, holding office at 1000 Brussels (Belgium), Wetstraat / Rue de la Loi 16, and by Tinne Van der Straeten, Minister of Energy, holding office at 1000 Brussels (Belgium), Kruidtuinlaan / Boulevard du Jardin Botanique 50/156 ("**BEGOV**");

(2) **ELECTRABEL**, a public limited liability company (*naamloze vennootschap / société anonyme*) incorporated and existing under Belgian law, having its registered office at 1000 Brussels (Belgium), Simon Bolivarlaan / Boulevard Simón Bolívar 36 and registered with the Crossroads Bank for Enterprises under number 0403.170.701 (RPE Brussels), represented by Thierry Saegeman, CEO and director and Pierre-François Riolacci, Chief Finance Officer and director ("**Electrabel**"); and

(3) **ENGIE SA**, a public limited liability company (*société anonyme*) incorporated and existing under French law, having its registered office at 92400 Courbevoie (France), 1 Place Samuel de Champlain and registered in the Nanterre Trade and Companies Register under number 542 107 651, represented by Catherine MacGregor, Chief Executive Officer and director and Pierre-François Riolacci, Executive Vice President in charge of Finance, Corporate Social Responsibility and Procurement ("**ENGIE SA**"),

each a "**Party**" and together the "**Parties**".

WHEREAS:

(A) Representatives of BEGOV, ENGIE SA and Electrabel, in accordance with a non-binding letter of intent dated 21 July 2022 (the "**LOI**") and a Heads of Terms and Commencement of LTO Studies Agreement dated 9 January 2023 (the "**Initial HOT**"), conducted discussions concerning the extension of the lifetime of the nuclear units of "Doel 4" and "Tihange 3" (together, the "**LTO Units**" and, individually, an "**LTO Unit**") by ten years each (the "**LTO**").

(B) The Initial HOT stated that Electrabel, ENGIE SA and BEGOV would seek to negotiate, to agree and to sign the joint development agreement and the Updated HOT (as defined below), and the Parties intended that the Updated HOT would be entered into at the same time as the joint development agreement, all in accordance with the principles set out in the Initial HOT and the LOI.

(C) In accordance with the Initial HOT, Electrabel commenced certain LTO studies (as set out in the Initial HOT), and provided the necessary up-front funding in relation thereto, on the basis that the joint development agreement would provide for an agreed proportion of such costs and expenses (the "**LTO Studies Expenses**") to be recovered by Electrabel from BEGOV.

(D) This Agreement constitutes the joint development agreement referred to in Recital (B) above, and sets out (i) the further steps and activities to be undertaken in light of the Joint Objective (as defined below) and (ii) the obligations of Electrabel and BEGOV with

respect to the budgetary and funding arrangements in relation thereto. BEGOV has agreed to pre-fund and pay certain agreed costs and expenses which Electrabel and its affiliates are expected to incur with a view to achieving the Joint Objective in relation to the activities and matters contemplated by this Agreement on the basis that (1) such activities and matters would not be undertaken unless BEGOV has pre-funded (and in the case of the LTO Studies Expenses, reimbursed) Electrabel and its affiliates in respect of such costs and expenses and (2), subject to the terms and conditions set out below, such pre-funding or a part thereof would be reimbursed at the moment and under the terms and conditions set out below.

(E) The Parties entered into a framework agreement on the Amendment Date which, amongst other things: (i) amends, restates and consolidates the objectives and the key terms of the Potential Transaction (as defined below); and (ii) provides for arrangements in order to seek to enter into final and binding agreements reflecting the Framework Agreement by 23:59 on 31 October 2023, subject to the fulfilment or waiver of the Conditions Precedent (as defined in the Framework Agreement) by such time (the "**Framework Agreement**").

(F) Upon entry into the Framework Agreement: (i) the LOI, the Initial HOT and the Updated HOT (as defined below) were each terminated in accordance with their respective terms; and (ii) this Agreement was amended and restated on and with effect from the Amendment Date, in each case without prejudice to any accrued rights or obligations thereunder or hereunder (as applicable).

IT HAS BEEN AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"**Amendment Date**" has the meaning given to it at the beginning of this Agreement;

"**Approved Budget Update**" has the meaning given to it in Clause 7.3(C);

"**BEGOV Assignee**" means any entity under the exclusive control of BEGOV (i) to which BEGOV assigns the rights and obligations so designated in this Agreement, and (ii) which will act as shareholder in NuclearSub;

"**Budget**" means the Initial Budget as updated from time to time by any Approved Budget Update;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Brussels and Paris;

"**Confidential Information**" has the meaning given to it in Clause 10.7(A) (*Confidentiality*);

"**Development Activities**" means the development activities in relation to the LTO set out in Schedule 1 (*Development Activities*), as amended from time to time in accordance with the terms of this Agreement;

"**Dispute**" has the meaning given to it in Clause 11.2 (*Jurisdiction*);

"**Disputing Parties**" has the meaning given to it in Clause 11.3(A);

"**EIA**" has the meaning given to it in Clause 3.3(G);

"**FANC-AFCN**" means the *Federaal Agentschap voor Nucleaire Controle* / *Agence Fédérale de Contrôle Nucléaire*;

"**First Initial Budget Payment**" has the meaning given to it in Clause 7.2(A) (*Initial Budget Payment*);

"**Framework Agreement**" has the meaning given to it in Recital (E);

"**Further Payment**" has the meaning given to it in Clause 7.4 (*Further Payments*);

"**Initial Budget**" means the initial budget set out in Clause 6.1(A);

"**Initial Budget Payments**" has the meaning given to it in Clause 7.2(B) (*Initial Budget Payment*);

"**Initial HOT**" has the meaning given to it in Recital (A);

"**Initiating Party**" has the meaning given to it in Clause 11.4(B);

"**Initiating Party Arbitration Option**" has the meaning given to it in Clause 11.4(B);

"**Joint Objective**" has the meaning given to it in the Framework Agreement;

"**LOI**" has the meaning given to it in Recital (A);

"**LTO**" has the meaning given to it in Recital (A);

"**LTO Restart Date**" has the meaning given to it in the Framework Agreement;

"**LTO Studies Expenses**" has the meaning given to it in Recital (C);

"**LTO Units**" has the meaning given to it in Recital (A);

"**Milestone**" means any milestone set out in Schedule 2 (*Milestones*), as amended from time to time in accordance with the terms of this Agreement;

"**Monitoring Event**" means any monitoring event set out in Schedule 3 (*Monitoring Events*), as amended from time to time in accordance with the terms of this Agreement;

"**NIRAS-ONDRAF**" means National agency for radioactive waste and enriched fissile materials (*Nationale Instelling voor Radioactief Afval en verrijkte Splijtstoffen* / *Organisme National des Déchets Radioactifs et des matières Fissiles enrichies*);

"**Original Execution Date**" has the meaning given to it at the beginning of this Agreement;

"**Potential Transaction**" has the meaning given to it in the Framework Agreement;

"**Proposed Budget Update**" has the meaning given to it in Clause 7.3(A);

"**PSR**" means the periodic safety review in relation to the LTO Units;

"**Reliability Programme**" means the reliability programme in relation to the LTO Units;

"**Responding Party**" has the meaning given to it in Clause 11.4(B);

"**Responding Party Arbitration Option**" has the meaning given to it in Clause 11.4(B);

"**Second Initial Budget Payment**" has the meaning given to it in Clause 7.2(B) (*Initial Budget Payment*);

"**Senior Stakeholders**" means:

(i) in the case of BEGOV, the Prime Minister, the Minister of Energy and the Director-General of DG Energie of the SPF Economie; and

(ii) in the case of Electrabel and/or ENGIE SA, the Chief Executive Officer of ENGIE SA, the Chief Financial Officer of ENGIE SA and/or the Chief Executive Officer of Electrabel from time to time;

"**Target LTO Restart Date**" has the meaning given to it in the Framework Agreement;

"**Tax**" means all taxes, levies, duties and imposts and any charges, deductions or withholdings in the nature of tax, including social security contributions, taxes on gross or net income, profits or gains and taxes on receipts, sales, transfer, ownership, use, occupation, development, franchise, employment, value added and personal property, together with all penalties, charges and interest relating to any of them or to any failure or delay to file any return required for the purposes of any of them;

"**Transaction Documents**" means the definitive and binding long-form documentation with respect to the Potential Transaction;

"**Updated HOT**" means the Initial HOT as amended and updated pursuant to the amendment agreement entered into between the Parties on the Original Execution Date; and

"**VAT**" means any Tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) and any other

Tax of a similar nature, whether imposed in a member state of the EU or elsewhere in substitution for, or levied in addition to, the Taxes previously referred to.

1.2 Construction

In this Agreement, unless otherwise specified:

(A) references to "**this Agreement**" are to this Agreement as amended and/or restated from time to time;

(B) references to "**Clauses**" and "**Schedules**" are to clauses of, and schedules to, this Agreement;

(C) use of any gender includes the other genders;

(D) references to a "**company**" shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;

(E) references to a "**person**" shall be construed so as to include any individual, firm, company, corporation, body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(F) references to "**reasonable endeavours**" means reasonable endeavours (*inspanningsverbintenis / obligation de moyens*);

(G) references to Electrabel acting as a "**Licensed Nuclear Operator**" means that entity (1) in good faith, and (2) as its best estimate acting as a licensed nuclear operator and on the basis of such information as is at the relevant time then available to it;

(H) any reference to a "**day**" (including within the phrase "**Business Day**") shall mean a period of 24 hours running from midnight to midnight;

(I) references to times are to Brussels time;

(J) the words 'include' and 'including' shall mean including but not limited to;

(K) references to "**costs**" and/or "**expenses**" incurred by a person shall not include any amount in respect of VAT comprised in such costs or expenses for which, and to the extent that, that person or, if relevant, any other member of the VAT group to which that person belongs is entitled to credit as input tax;

(L) all headings and titles are inserted for convenience only and are to be ignored in the interpretation of this Agreement; and

(M) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules.

2. DURATION

(A) Unless otherwise agreed by the Parties in writing, and subject to Clause 2(B), this Agreement shall terminate on the earlier of:

(i) the date of execution by (among others) the Parties of the Transaction Documents that will include (amongst other provisions) provisions in relation to the further development of the LTO and the studies in relation thereto;

(ii) 23:59 on 31 October 2023; and

(iii) the date of termination of the Framework Agreement.

(B) Termination of this Agreement shall be without prejudice to any rights or liabilities that may have accrued prior to termination, provided that, for the avoidance of doubt, all of the Parties' obligations under Clause 3.3 (*Conduct of Development Activities*) shall immediately cease, including without limitation any ongoing Development Activities (save to the extent otherwise agreed in the Transaction Documents where Clause 2(A)(i) applies). In the event of termination of this Agreement pursuant to Clause 2(A)(ii) or Clause 2(A)(iii), the Parties shall use their respective reasonable endeavours to mitigate any cost that may be incurred as a result of the cessation of the Development Activities.

3. DEVELOPMENT ACTIVITY

3.1 Role of ENGIE SA

For the avoidance of doubt, ENGIE SA is only a party to this Agreement for the purposes of Clause 2, Clause 3.1, Clause 3.4, Clause 4(A)(ii), Clause 5, Clause 6.2, Clause 7.8, Clause 7.9(A), Clause 7.10, Clause 8, Clause 9, Clause 10 and Clause 11.

3.2 Intent of the Parties

In accordance with the Joint Objective, Electrabel has identified as Licensed Nuclear Operator:

(A) further necessary and useful steps and actions to be taken or continued and commitments to be made (including those on the critical path in relation to the procurement of fuel and items and services with a long lead time); and

(B) events or circumstances in relation to the Development Activities which will indicate the progress towards achieving the Joint Objective, comprising amongst others:

(i) the Milestones set out in Schedule 2 (*Milestones*); and

(ii) the Monitoring Events set out in Schedule 3 (*Monitoring Events*),

and on the basis thereof, BEGOV confirms its agreement with the above sub-paragraphs (A) and (B).

3.3 Conduct of Development Activities

Without prejudice to clause 2.2 (*Joint Objective*) of the Framework Agreement, and their respective obligations under this Agreement and the Framework Agreement, from the Original Execution Date:

(A) subject to Clause 7.6 (*Necessary funding*), Electrabel will:

(i) having regard to clause 2.2 (*Joint Objective*) of the Framework Agreement, undertake the Development Activities;

(ii) use its reasonable endeavours to complete each Milestone by its associated timing as set out in Schedule 2 (*Milestones*), including despatching any notices that are required to be sent to the relevant fuel manufacturer and/or fuel assembly supplier; and

(iii) monitor the status of each Monitoring Event,

in each case in accordance with the terms and conditions of this Agreement, and BEGOV will provide reasonable cooperation and assistance with the foregoing;

(B) Electrabel shall, in addition:

(i) proactively: (a) consider and keep under review the scope of activities and cost items which may need to be undertaken or incurred in connection with the Development Activities, and the achievement of the Milestones and the Monitoring Events; and (b) identify any additional activities, cost items, actions or commitments required to be undertaken having regard to clause 2.2 (*Joint Objective*) of the Framework Agreement and which should form part of the Development Activities;

(ii) notify BEGOV: (a) on a timely basis, of the progress towards achievement and the status of the Joint Objective, the Milestones and Monitoring Events under Clause 3.3(B)(i)(a); and (b) as soon as reasonably practicable, of any additional activities, expected cost items, actions or commitments identified under Clause 3.3(B)(i)(b) and provide reasonable supporting evidence in relation thereto (including an overview of the impact on timing); and

(iii) as soon as reasonably practicable, provide any information in its possession or control which is reasonably requested in writing by BEGOV in relation to any notification under Clause 3.3(B)(ii);

(C) Electrabel shall notify BEGOV as soon as practicable if:

(i) any Milestone will be unable to be achieved in accordance with its associated timing;

(ii) the Joint Objective ceases to be achievable and where clause 2.2(C) (*Joint Objective*) of the Framework Agreement applies; or

(iii) any circumstance arises which is reasonably likely to cause any of the matters set out in Clause 3.3(C)(i) or Clause 3.3(C)(ii) to occur,

with such notification including:

(a) supporting particulars and reasonable evidence of proof;

(b) Electrabel's assessment of the reasons for such notification; and

(c) to the extent that such matter or circumstance can be mitigated or remedied, and to the extent practicable at the relevant time, Electrabel's proposals as to mitigation and remediation measures of such matter or circumstance in order to seek to achieve the Joint Objective or, where clause 2.2(C) (*Joint Objective*) of the Framework Agreement applies, in order to seek to achieve the LTO Restart Date in respect of both LTO Units as soon as reasonably practicable after the Target LTO Restart Date;

(D) following a notification pursuant to Clause 3.3(C):

(i) Electrabel and BEGOV will, as soon as reasonably practicable (and in any case in due time to the extent possible) in order to mitigate or remedy (to the extent possible) the relevant matter or circumstance, convene a liaison meeting in order for further detail and information to be provided and for any mitigation and remediation proposals with respect to the matter or circumstance giving rise to such notification to be discussed, and to allow consultation, with a view to seeking to remedy (if and to the extent possible) the matter(s) or circumstance(s) giving rise to such notification as promptly as practicable in order to seek to achieve the Joint Objective; and

(ii) Electrabel shall provide all information and/or documents in its possession or control that are reasonably requested in writing by BEGOV in relation to any notification under Clause 3.3(C);

(E) BEGOV shall, having regard to its capacity and role, provide in a timely manner all information, assistance and cooperation reasonably requested by Electrabel in order to facilitate the Development Activities and to achieve each Milestone and Monitoring Event;

(F) BEGOV shall, without prejudice to the law and any relevant authority's independence, facilitate prompt liaison between, on the one hand, the relevant

regulatory authorities and, on the other hand, Electrabel, with a view to ensuring that all information, assistance and cooperation reasonably requested by Electrabel (for itself and/or on behalf of any of its affiliates, as applicable) in order to facilitate the Development Activities and to achieve each Milestone and Monitoring Event is provided in a timely manner;

(G) with regard to the environmental impact assessment (*évaluation des incidences sur l'environnement* / *milieueffectenbeoordeling*) ("**EIA**") of the strategic decision and works to carry out the LTO:

(i) BEGOV has, after consultation with Electrabel, initiated the EIA and shall:

(a) use its reasonable endeavours:

(1) to have the EIA further carried out in accordance with applicable law; and

(2) to facilitate the EIA; and

(b) provide reasonable prior consultation, information and the opportunity for prior review to Electrabel with respect to the EIA; and

(ii) subject to Clause 7.6(A), Electrabel shall provide promptly all relevant information in its possession or control which is reasonably requested in writing by BEGOV in relation to completion of the EIA.

3.4 Scope of Development Activities

(A) The Parties agree that Electrabel will lead the process with respect to the Development Activities (subject to the provisions of Clause 3.3(F), and the capacity and role of BEGOV in relation to the EIA).

(B) Without prejudice to Clause 3.2 (*Intent of the Parties*) and Clause 7.2 (*Initial Budget Payment*), the Parties acknowledge that the Development Activities are subject to further review and potential adaptation, which may from time to time (and without prejudice to compliance with Clause 3.4(C)) require the amendment by Electrabel of the Development Activities.

(C) If Electrabel considers that:

(i) the Development Activities will need to be amended in any material respect (including as identified pursuant to Clause 3.3(B)(i)(b)); or

(ii) any amendment of the Development Activities is reasonably likely to have an impact on the timing and/or cost of the Development Activities,

it will provide reasonable prior consultation and information to BEGOV, including any Proposed Budget Update and/or anticipated impact on timing (as applicable)

and it will, subject to Clause 7.3 (Updated Budget) and Clause 7.6 (*Necessary funding*), perform such activities.

(D) The Parties agree that any amendment of the Development Activities shall not give rise to any additional payment obligation of BEGOV until such time as there is an Approved Budget Update, and shall be subject to Clause 7.6 (*Necessary funding*).

3.5 Operational matters

(A) Without prejudice to its obligations in the Framework Agreement and this Agreement from time to time, and subject to any requirements imposed by applicable law, Electrabel shall (acting reasonably) have discretion:

(i) in respect of the scope and nature of the Development Activities;

(ii) as to how and when it undertakes the Development Activities; and

(iii) in respect of the selection and engagement of any third party contractor, sub-contractor or consultant with which it contracts, and the terms on which any such contract is made, in connection with the Development Activities, provided that Electrabel considers in good faith that such third party is reasonably qualified for the matter on which it is engaged.

(B) Without prejudice to BEGOV's other obligations under this Agreement or any agreement to the contrary in the Transaction Documents (including, as applicable, in respect of any joint decisions that may be made by or on behalf of Electrabel and BEGOV), BEGOV's obligations with respect to the matters set out in Clause 3.5(A) shall be limited to:

(i) its pre-funding obligations under this Agreement; and

(ii) its obligations under Clause 3.3(E), Clause 3.3(F) and Clause 3.3(G),

and BEGOV shall not undertake any nuclear operator's actions.

(C) Electrabel shall:

(i) provide updates with respect to the matters set out in Clause 3.5(A) in liaison committee meetings; and

(ii) subject to Clause 10.8 (*Information Provision*), as soon as reasonably practicable, provide any information in its possession or control which is reasonably requested in writing by BEGOV in relation to the matters set out in Clause 3.5(A) and any updates provided in liaison committee meetings under Clause 3.5(C)(i).

4. INFORMATION EXCHANGE AND COOPERATION

(A) Subject to Clause 10.7 (*Confidentiality*), from the Original Execution Date:

(i) subject to Clause 4(B), Electrabel shall:

(a) provide BEGOV (together with any other relevant Belgian governmental entities, and their respective representatives and advisors, each as notified by BEGOV to Electrabel in writing), with access to the electronic dataroom platform existing as at the Original Execution Date (the "**Platform**"); and

(b) except in case of mandatory law prohibiting such, permit the download or copying of specific documents which are both on the Platform and identified in writing by BEGOV (subject to the implementation of appropriate controls to ensure compliance with Clause 4(B) with respect to such documents);

(ii) Electrabel shall provide BEGOV with updates with respect to the Development Activities and the performance of this Agreement by way of periodic liaison committee meetings (whether in person or via teleconference / videoconference) in order for BEGOV to be kept reasonably informed as to the planning and progress of the Development Activities. Such liaison committee meetings will:

(a) be held at least once per calendar month (or, at reasonable notice, upon a Party's reasonable request); and

(b) will cover matters including:

(1) Milestone and Monitoring Event trend analysis (i.e. information as to the progress towards achieving each Milestone and Monitoring Event);

(2) a risk assessment in relation to the progress in respect of the Development Activities and the performance of this Agreement as part of the programme and project governance framework;

(3) budget and cost control (i.e. costs incurred against the Budget);

(4) status reporting on material contracts; and

(5) status reporting on any material interactions with relevant stakeholders, such as FANC-AFCN, NIRAS-ONDRAF and regional authorities within Belgium;

(iii) Electrabel shall, as soon as reasonably practicable, upload to the Platform:

(a) following each liaison committee meeting, any documents presented during such liaison committee meeting;

(b) any documents in its possession or control which are reasonably requested in writing by BEGOV in relation to:

(1) the matters discussed in any liaison committee meeting; and / or

(2) the actions or commitments (in each case ongoing or to be taken) set out in Clause 3 (*Development Activity*); and / or

(3) the Due Diligence Exercise as defined in the Framework Agreement; and

(c) such documents in its possession or control which Electrabel as Licensed Nuclear Operator considers should be disclosed in the context of the LTO; and

(iv) BEGOV shall, as soon as reasonably practicable, provide Electrabel with such additional information as is within its possession or control, and as Electrabel may reasonably require in order to undertake the actions set out in Clause 3 (*Development Activity*).

(B) Access to information pursuant to this Agreement shall (to the extent applicable) be subject to and only granted in accordance with applicable law, including the Act of 15 April 1994 on the Nuclear Control Agency and the Royal Decree of 17 October 2011.

5. NATURE OF THIS AGREEMENT

Without prejudice to any Party's obligations under the Framework Agreement or this Agreement from time to time, there is no obligation on any of the Parties to implement the LTO or any other aspect of the Potential Transaction unless and until all of the Transaction Documents have been executed subject to their respective terms and conditions.

6. BUDGET

6.1 Initial Budget

(A) The Initial Budget with respect to the Development Activities (including LTO Studies Expenses and activities and studies in relation to the Joint Objective), including any associated uncertainties and contingencies, is:

Figures in thousand euro	**Up to and including Q1 2023**	**Q2 2023**	**Q3 2023**	**Oct-2023**
Staff cost	1,085	2,088	2,088	696
Tractebel Engineering cost	2,973	5,549	7,672	2,557
Technical studies	-	-	-	-
Other DevEx Cost	239	931	931	310
Total DevEx (i)	4,297	8,568	10,691	3,564
Fuel Costs	-	-	-	-
Long-Lead Items	-	-	-	-
LTA early works	260	725	1,359	453
Total Other Capex (ii)	260	725	1,359	453
Restricted Contingency (iii)	-	-	1,000	-
Total DevEx + Capex + Restricted Contingency ((i) + (ii) + (iii))	4,557	9,292	13,050	4,017

(B) The Initial Budget does not include any costs incurred prior to the date of the LOI (being 21 July 2022), and in particular it does not include any costs in relation to studies commissioned by Electrabel prior to the date of the LOI, which costs shall not be borne by or charged to BEGOV or NuclearSub (as defined in the Framework Agreement). The costs incurred between the date of the LOI and the Original Execution Date are included in the Initial Budget.

(C) Electrabel has as Licensed Nuclear Operator prepared the Initial Budget.

(D) BEGOV acknowledges that it has been provided with a PDF document (*Project Note P3413 – PSR LTO D4/T3*) dated 22 March 2023 from which the Initial Budget has been derived. Electrabel declares and BEGOV acknowledges that such PDF document includes certain anticipated financial, commercial and operational inputs, variables and assumptions (including any associated uncertainties and contingencies) such that if, the prevailing conditions and circumstances change in the future, then a Proposed Budget Update(s) may be required.

(E) Other than pursuant to and following operation of Clause 7.8 (*Reimbursement*), Electrabel shall not utilise any funds forming part of the 'Restricted Contingency' in the Initial Budget (the "**Restricted Contingency**") without the prior written approval of BEGOV, and the Restricted Contingency shall only be used in accordance with Clause 7.6(F).

6.2 Future costs

The Parties acknowledge and agree that the budget for development activities and any other activities relating to the preparation and implementation of the LTO that will be undertaken (or for which costs and expenses will be incurred) after execution of the Transaction Documents will be set out in the Transaction Documents, and such budget is not covered by this Agreement.

7. FUNDING

7.1 BEGOV's obligations

Although the Development Activities and the activities required under this Agreement are performed in furtherance of the Joint Objective and for the benefit of NuclearSub, BEGOV shall pre-fund the costs and expenses in relation to the Development Activities and any activities required under this Agreement, it being understood that BEGOV shall:

(A) only fund and/or pay costs and expenses actually borne or to be borne by Electrabel;

(B) not fund and/or pay costs or expenses otherwise recovered by Electrabel from BEGOV and/or from third parties, and Electrabel shall use its reasonable endeavours to recover such costs or expenses from any applicable third parties, and (to the extent relevant) reimburse such payments to BEGOV;

(C) not fund and/or pay costs or expenses to the extent due to any breach by Electrabel of its obligations under this Agreement from time to time or the law;

(D) not fund and/or pay costs or expenses to the extent that they are:

(i) manifestly not on arm's length terms; or

(ii) manifestly out of line with then-prevailing market conditions, subject to taking into account (amongst other things) the accelerated and novel nature of the Joint Objective and Electrabel's safety considerations as a licensed nuclear operator; and

(E) not fund and/or pay costs or expenses to the extent that they are the fees of Electrabel's or its affiliates' advisors relating to the negotiation between the Parties of the LOI, Updated HOT, Amendment to the HOT, JDA, Potential Transaction and / or the Transaction Documents.

7.2 Initial Budget Payment

(A) The Parties acknowledge that BEGOV has paid EUR 12,437,787 to Electrabel pursuant to this Clause 7.2 of this Agreement (as it stood on the Original Execution Date) (the "**First Initial Budget Payment**").

(B) BEGOV shall, within 15 Business Days of the Amendment Date, pay to Electrabel an amount equal to (i) 89.81 per cent. of the Initial Budget, minus (ii) an amount equal to the First Initial Budget Payment (the "**Second Initial Budget Payment**" and, together with the First Initial Budget Payment, the "**Initial Budget Payments**").

7.3 Updated Budget

(A) If Electrabel as Licensed Nuclear Operator believes that funds in addition to the Initial Budget Payments will be required in relation to the Development Activities, it may submit to BEGOV a revised or updated budget (a "**Proposed Budget Update**"). To the extent reasonably possible, Electrabel as Licensed Nuclear Operator will provide prior notice to BEGOV of any requirement for additional funds to be set out in any Proposed Budget Update (and, in such cases, Electrabel will provide to BEGOV as much notice as is reasonably practicable).

(B) Any Proposed Budget Update shall be subject to Clause 7.1 (*BEGOV's obligations*) and accompanied by reasonable supporting information as to:

(i) the reasons why Electrabel considers such Proposed Budget Update is necessary (including, to the extent applicable, which inputs, variables and / or assumptions in the Initial Budget have changed);

(ii) the activities which the Proposed Budget Update will allow to be performed; and

(iii) the particulars of the expected costs in relation to such activities, and reasonable supporting evidence of such costs as required pursuant to Clause 7.9(B) (including quotes from third party contractors and / or suppliers, a detailed budget, and / or an estimate of future workforce time compared to workforce time already spent, in each case if applicable).

(C) BEGOV shall (acting reasonably) review and consider each Proposed Budget Update as soon as reasonably practicable, and shall thereafter notify Electrabel in writing whether or not it approves such Proposed Budget Update and with reasonable supporting information as to the reasons for such decision (each such approved Proposed Budget Update, an "**Approved Budget Update**").

7.4 Further Payments

BEGOV shall, as soon as reasonably practicable after (and, in any event, within 5 Business Days of) notifying Electrabel of an Approved Budget Update, pay to Electrabel an amount equal to 89.81 per cent. of the amount of any increase in the Budget (each such payment received by Electrabel, being a "**Further Payment**").

7.5 Use of funds

Electrabel confirms that it shall use the Initial Budget Payments and any Further Payment solely for the Development Activities.

7.6 Necessary funding

(A) The Parties acknowledge that, as part of this Agreement (as it stood on the Original Execution Date), it was agreed that, without prejudice to Electrabel's obligations under the Updated HOT, until such time as the First Initial Budget Payment was received in full by Electrabel, Electrabel was not obliged to commence, undertake or continue any work or activity contemplated under or in connection with this Agreement.

(B) Without prejudice to Electrabel's obligations under the Framework Agreement, until such time as the Second Initial Budget Payment is received in full by Electrabel, Electrabel shall not be obliged to commence, undertake or continue any additional work or activity contemplated under or in connection with this Agreement if and to the extent it is to be funded by the Second Initial Budget Payment.

(C) Subject to Clause 7.6(F), and until the earlier of (i) the moment at which any Further Payment which is due is received in full by Electrabel and (ii) BEGOV providing evidence in writing of having initiated the budgetary process[1] to have such Further Payment made available, and to the extent that the Further Payment relates to any particular work or activity, Electrabel shall not be obliged to commence, undertake or continue that particular work or activity (without prejudice to Electrabel commencing, undertaking and/or continuing any other work or activity not dependent upon that Further Payment).

(D) Neither Clause 7.6(A), Clause 7.6(B) nor Clause 7.6(C) shall prevent Electrabel commencing, undertaking or continuing any such work or activity prior to any Initial Budget Payment or Further Payment, as applicable, if Electrabel so elects.

(E) Subject to Clause 7.6(C), pending the approval of any Proposed Budget Update or any Further Payment being made following an Approved Budget Update, Electrabel as Licensed Nuclear Operator will use its reasonable endeavours to mitigate any adverse impact on the Joint Objective (provided that Electrabel shall not thereby be obliged to incur any costs or expenses that are not funded by BEGOV pursuant to the terms of this Agreement).

(F) BEGOV may elect to approve in writing the use of funds from the Restricted Contingency in order to fund a particular work or activity which is the subject of a Proposed Budget Update, in which case BEGOV shall promptly liaise with Electrabel to agree the work or activity to be covered by such funds from the Restricted Contingency. Clause 7.6(C) shall not apply with respect to any

[1] The budgetary process consists of a decision by the council of ministers and the introduction in parliament of the relevant budgetary proposal. In principle, the budgetary process takes not more than 3 months between initiation and payment.

particular work or activity which is the subject of a Proposed Budget Update, where BEGOV has approved in writing the use of funds from the Restricted Contingency and such funds are sufficient to cover such work or activity.

7.7 Reconciliation and true-up

Without prejudice to Clause 7.8 (*Reimbursement*), following the termination of this Agreement, Electrabel and BEGOV shall promptly carry out a process to reconcile actual expenditure on Development Activities against the Budget, Initial Budget and any Further Payments and against the principles set out in Clause 7.1 (*BEGOV's obligation*), in order to calculate any payment or reimbursement to be made to Electrabel or (as applicable) BEGOV. Each of Electrabel and BEGOV shall act reasonably and in good faith with respect to such reconciliation process, and any dispute will be resolved on an expedited basis in accordance with the provisions of Clause 7.10 (*Expert determination*) and Clause 11 (*Applicable Law and Jurisdiction*).

7.8 Reimbursement

(A) The Parties agree that at a moment to be agreed upon in the Transaction Documents (the "**Reimbursement Date**"), an amount equal to:

(i) Electrabel's shareholding percentage in NuclearSub (expected to be 50 per cent.) of:

(a) the aggregate of the amounts pre-funded by BEGOV to Electrabel pursuant to this Agreement (following the operation of Clause 7.7 (*Reconciliation and true-up*)), excluding Restricted Contingency; and

(b) Restricted Contingency which has been used; and

(ii) all unused Restricted Contingency,

shall be reimbursed to BEGOV. There shall be no double counting due to the interaction between Clause 7.7 (*Reconciliation and true-up*) and this Clause 7.8 (*Reimbursement*).

(B) The Parties agree that, if this Agreement terminates with no Transaction Documents being entered into by 31 October 2023 (or such other date as the Parties may agree in writing) due to Electrabel or ENGIE SA breaching, and not remedying within the time required to avoid damages, this Agreement, the Initial HOT, the Updated HOT or the Framework Agreement in a manner which renders or threatens to render the LTO unachievable in a reasonable timeframe (in relation to which BEGOV shall bear the burden and risk of proof), an amount equal to:

(i) the aggregate of the amounts actually received by Electrabel by way of pre-funding by BEGOV pursuant to this Agreement; and

(ii) to the extent not included within 7.8(B)(i), the Restricted Contingency,

shall be reimbursed to BEGOV.

(C) The benefit of the Development Activities (and, subject to the structure set out in the Transaction Documents, the costs in relation thereto) shall be conferred on NuclearSub and the costs in relation to the Development Activities to be performed from the Reimbursement Date shall be borne by NuclearSub (and financed by Electrabel and BEGOV pro rata to their respective direct or indirect shareholding percentage, which is expected to be 50 per cent. each).

7.9 Evidence of costs

(A) The Parties intend that the Budget and the funding arrangements under this Agreement, and that any arrangements of Electrabel with third parties, will be on an arm's length and "value for money" basis, subject to taking into account (amongst other things) then-prevailing market conditions, the accelerated nature and novel nature of the Joint Objective and Electrabel's safety considerations as a licensed nuclear operator.

(B) Electrabel (and, to the extent relevant in relation to the reconciliation process, BEGOV) shall provide reasonable supporting evidence, including as to the scope and nature of any applicable costs and their relationship to the Development Activities, in relation to the Initial Budget, any Proposed Budget Update, the reconciliation process outlined in Clause 7.7 (*Reconciliation and true-up*) and any expert determination process pursuant to Clause 7.10 (*Expert determination*) and any dispute pursuant to Clause 11 (*Applicable Law and Jurisdiction*).

(C) Electrabel shall keep books, accounts and records (including, in each case to the extent applicable, underlying documents and information such as invoices and quotes from contractors and suppliers and time sheets) in respect of all transactions relating to this Agreement and the Development Activities, and shall retain such books, accounts and records until the latest of (1) three years after the termination or expiration of this Agreement and (2) any final agreement or determination in relation to any Dispute. Electrabel shall provide access to BEGOV (at the cost of BEGOV) during normal working hours for the purposes of examining such books, accounts and records, to the extent requested in writing by BEGOV on reasonable notice. Copies or abstracts of such books, accounts and records may be made by BEGOV (at the cost of BEGOV), provided that all such information remains subject to a duty of confidentiality in favour of Electrabel in accordance with the provisions of Clause 10.7 (*Confidentiality*).

(D) Electrabel will use its reasonable endeavours to mitigate the costs incurred or to be incurred in connection with the Development Activities, subject to (amongst other things) clause 2.2 (*Joint Objective*) of the Framework Agreement and any applicable safety considerations.

7.10 Expert determination

(A) In the event of any dispute between Electrabel and BEGOV with respect to a cost or amount in the Initial Budget, a Proposed Budget Update, or under the reconciliation process outlined in Clause 7.7 (*Reconciliation and true-up*) (a "**Cost Dispute**"), each of Electrabel and BEGOV will use its reasonable endeavours for a period of not less than 10 Business Days and not more than 20 Business Days after the notification by either Party that a Cost Dispute exists (or such other period as the Parties may agree, the "**Resolution Period**") to resolve such Cost Dispute, including through convening any meeting(s) between appropriate representatives of the relevant Parties (being Director-General of DG Energy of the SPF Economie for BEGOV and Chief Technical Officer, BU Nuclear for Electrabel).

(B) If Electrabel and BEGOV are unable to resolve any Cost Dispute during the Resolution Period, either Electrabel or BEGOV may, no later than the date falling 10 Business Days after the end of the Resolution Period, notify the other Parties (an "**Expert Notice**") that it wishes to refer the dispute to an independent third party expert (acting as an expert and not an arbitrator) (the "**Expert**").

(C) The Expert shall be appointed:

(i) if within the 10 Business Days following an Expert Notice (the "**Joint Appointment Period**"), by common agreement between Electrabel and BEGOV; or

(ii) upon the expiry of the Joint Appointment Period, by the President of the IRE (*Institut des Réviseurs d'Entreprises*) if requested by either Electrabel or BEGOV within five Business Days of the expiry of the Joint Appointment Period.

(D) The Expert's scope of work shall solely be to determine:

(i) whether such cost or amount relates to the Development Activities;

(ii) the quantum of such cost or amount; and

(iii) whether, and if so to what extent, the provisions of Clause 7.1(A) or Clause 7.1(B) apply.

(E) The Expert may consult other technical experts and shall submit its decision within 20 Business Days of its appointment. The determination of the Expert shall be final and binding on the Parties, without prejudice to the right of the Parties to submit any other dispute (such as a dispute in relation to Clause 7.1(C) and/or Clause 7.1(D)) to the appropriate jurisdiction.

(F) The costs of the Expert will be borne as determined by such expert, depending on (among other factors) the circumstances, the determination of the third party expert and the merits of the relevant Parties' positions.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other on the Original Execution Date and on the Amendment Date that:

(A) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement;

(B) its signatories have been duly authorised to sign this Agreement; and

(C) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets.

9. NOTICES

9.1 Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by email or letter.

9.2 Addresses

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

(A) in the case of BEGOV:

Address:	FOD Economie – Algemene Directie Energie, Koning Albert II-laan / Boulevard du Roi Albert II 16, 1000 Brussels (Belgium)
Email address:	dg.energie.secretariat@economie.fgov.be
Attention:	Director-General of DG Energy of the SPF Economie

(B) in the case of Electrabel:

Address:	Simon Bolivarlaan / Boulevard Simón Bolivar 36, 1000 Brussels (Belgium)
Email address:	[redacted]

Attention: [redacted]

(C) in the case of ENGIE SA

Address: Simon Bolivarlaan / Boulevard Simón Bolivar 36, 1000 Brussels (Belgium)

Email address: [redacted]

Attention: [redacted]

or any substitute address or email address or department or officer as the Party may notify to the other Party by not less than five Business Days' notice.

9.3 Delivery

(A) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

(i) if by way of email, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 9.2 (*Addresses*), if addressed to that department or officer.

(B) Any communication or document which becomes effective, in accordance with paragraph (A), above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following Business Day.

9.4 Language

All communications under or in connection with this Agreement shall be in English, save that any Development Activities (or the activities of any working group in relation to any Development Activities) may be undertaken in such language as the Parties may otherwise agree.

10. MISCELLANEOUS

10.1 Entire agreement

This Agreement constitutes the whole and only agreement between the Parties relating to the subject matter of this Agreement.

10.2 Amendment

This Agreement may only be varied in writing signed by each of the Parties.

10.3 Remedies and waivers

No failure to exercise, nor any delay in exercising any right or remedy under this Agreement shall operate as a waiver of any such right or remedy or constitute an election to affirm this Agreement. No election to affirm this Agreement shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

10.4 No partnership

Nothing in this Agreement and no action taken by the Parties under this Agreement shall constitute a partnership, joint venture or agency relationship between the Parties, or constitute any nuclear operatorship by BEGOV.

10.5 Assignment

(A) Neither Party shall assign, or purport to assign all or any part of the benefit of, or its rights or benefits under, this Agreement, it being understood that BEGOV is entitled to assign any rights and / or obligations under this Agreement (other than Clauses 3.3(E), (F) and (G) to any BEGOV Assignee. Notwithstanding any assignment to any BEGOV Assignee pursuant to this Clause 10.5(A), BEGOV shall remain subject to the provisions of Clause 10.7 (*Confidentiality*) as if it remains a party hereto.

(B) As a condition precedent to any assignment to any BEGOV Assignee pursuant to Clause 10.5(A), BEGOV shall procure that the proposed BEGOV Assignee gives the same representations and warranties set out in Clause 8 (*Representations and warranties*), *mutatis mutandis*, as of the date of assignment in favour of Electrabel and ENGIE SA.

(C) Neither Party shall make a declaration of trust in respect of or enter into any arrangement whereby it agrees to hold in trust for any other person all or any part of the benefit of, or its rights or benefits under, this Agreement.

(D) Other than as permitted by Clause 3.5 (*Operational matters*), neither Party shall sub-contract or enter into any arrangement whereby another person is to perform any or all of its obligations under this Agreement.

10.6 Intellectual property

Subject to any agreement to the contrary in the Transaction Documents (which shall govern arrangements in relation to any intellectual property which may arise in the context of this Agreement), all intellectual property (howsoever described) created in connection with, or in contemplation of, this Agreement or the Development Activities is and shall at all times remain the exclusive property of the Party which created it (or its affiliates, as applicable), and this Agreement does not grant any licence to any other Party with respect to any such intellectual property.

10.7 Confidentiality

(A) Subject to Clause 10.7(G), each Party shall treat as confidential all information:

(i) delivered by or on behalf of Electrabel under this Agreement;

(ii) delivered by or on behalf of BEGOV under Clause 4(A)(iv); or

(iii) obtained by it as a result of entering into or performing this Agreement and which relates to:

(a) the LTO Units;

(b) the Development Activities; and/or

(c) the business, operations, strategy, intellectual property and know-how, and assets of Electrabel and its affiliates,

("**Confidential Information**").

(B) Subject to Clause 10.7(G), each Party shall:

(i) not disclose any Confidential Information to any person other than any of its representatives or employees who in each case need to know such information in order to discharge their duties;

(ii) not use any Confidential Information other than for the purpose set out in this Agreement; and

(iii) procure that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained in this Clause 10.7 as if such person were a party to this Agreement.

(C) Notwithstanding the other provisions of this Clause 10.7, each Party may disclose Confidential Information:

(i) to the extent required by law;

(ii) to its professional advisors (including relevant experts) provided they have a duty to keep such information confidential;

(iii) to the extent the information has come into the public domain through no fault of that Party; or

(iv) to the extent that the other Parties have given their prior written consent to the disclosure.

(D) Any information to be disclosed pursuant to Clause 10.7(C)(i) shall be disclosed only after, to the extent permitted by law and reasonably practicable at the relevant time, reasonable prior consultation with the other Parties.

(E) Upon the termination of this Agreement, each Party shall (and shall procure that its advisors will) return to the relevant other Party (or, at that other Party's request, securely destroy and confirm the destruction of, to the extent permitted by law and to the extent reasonably practicable) any Confidential Information which is within in its possession or control which it received from that relevant other Party.

(F) The restrictions contained in this Clause 10.7 shall continue to apply after the termination of this Agreement without limit in time.

(G) This Clause 10.7 shall not restrict a Party from dealing with information in order to enforce its rights under this Agreement, and with information which it already possessed and did not receive from (or on behalf of) any other Party.

(H) Without prejudice to any arrangements in place between their respective lawyers which preserve the confidentiality of communications between lawyers, this Clause 10.7 replaces the access and confidentiality rules and obligations in place between the Parties with respect to the Potential Transaction prior to the execution of this Agreement on the Original Execution Date, which pre-existing rules and obligations shall be of no further effect.

(I) BEGOV shall procure that any BEGOV Assignee complies with this Clause 10.7 as though they were a party to this Agreement.

10.8 Information Provision

(A) If Electrabel is required to issue or submit information or documents under this Agreement, and such information or documents are in the possession of a member of ENGIE SA's group, Electrabel and ENGIE shall procure that such entity either:

(i) provides the relevant information or documents to Electrabel for issue or submission; or

(ii) submits or issues such information or documents on Electrabel's behalf (and this shall satisfy Electrabel's obligation to the same extent as if Electrabel had submitted or issued such information or documents itself).

(B) Electrabel shall:

(i) use reasonable endeavours to ensure that the provision of any information or documents under this Agreement is not prohibited by any confidentiality obligations owed to third parties under agreements or arrangements existing as at the Original Execution Date. To the extent required by such agreements or arrangements in order to allow the provision of such information, BEGOV shall, acting reasonably and in

good faith, seek to agree and enter into any necessary confidentiality arrangements with such third parties (and Electrabel shall not be in breach of any requirement under this Agreement to provide any information or documents affected by such agreements or arrangements while such necessary confidentiality arrangements have not been entered into by BEGOV); and

(ii) use reasonable endeavours to ensure (or, if the agreements are solely between members of the ENGIE group, procure) that agreements relating to the Potential Transaction entered into by Electrabel or any member of ENGIE SA's group between the Original Execution Date and 31 October 2023 do not contain any confidentiality obligations which prohibit the provision of information or documents to BEGOV (subject to, if relevant, BEGOV agreeing to comply with customary non-disclosure obligations in favour of the disclosing party).

10.9 Announcements

Other than as required by applicable law or the rules of any stock exchange, the Parties shall not publish or release any public communication or announcement concerning any aspect of the matters referred to in this Agreement without the other Parties' prior written consent.

10.10 Payments

(A) All payments to be made by BEGOV under this Agreement shall be:

(i) calculated and be paid free and clear of all deductions, withholdings, set-offs or counterclaims; and

(ii) paid in full in immediately available, freely transferable, cleared funds.

(B) The Parties are of the opinion that under the current legislation all payments to be made by BEGOV under this Agreement should not be subject to the deduction of any Taxes. If however BEGOV is required by law to deduct any Taxes from or in respect of any sum payable under this Agreement due to a change of law or its interpretation, these sums shall be increased so that after BEGOV has made all required deductions, Electrabel receives an amount equal to the sum that it would have received had no such deductions been made. If BEGOV makes such increased payment under this Agreement and Electrabel determines that it has obtained and utilised a credit against, relief or remission for, or repayment of any Tax ("**Tax Credit**") which it determines is attributable to that increased payment, Electrabel shall pay an amount to BEGOV which Electrabel determines will leave it (after that payment) in the same after-Tax position as it would have been in, if that increased payment had not been required to be made by BEGOV.

(C) If the agreed costs or expenses for which Electrabel is pre-funded or reimbursed under this Agreement by BEGOV would:

(i) not be fully tax deductible for corporate income tax purposes in the hands of Electrabel; and/or

(ii) the VAT on such costs or expenses would not be fully deductible in the hands of Electrabel,

leading to a tax loss in the hands of Electrabel corresponding to the Belgian corporate income tax that would not have been due if such costs or expenses were fully tax deductible and/or the non-deductible VAT related to such costs or expenses ("**Tax Loss**"), BEGOV shall indemnify Electrabel by way of payment of an amount equal to the Tax Loss.

(D) The Parties are of the opinion that the VAT treatment of the payments to be made under this Agreement is unclear and therefore agree to assess the VAT treatment of these payments at the time such payments are made. Therefore:

(i) each Party will carry out its own VAT assessment at the time such payments are made;

(ii) if the Parties agree that VAT is due, then the amounts payable by BEGOV will be increased by an amount equal to VAT at the applicable rate on the relevant amount and Electrabel will send to BEGOV an invoice which includes the application of VAT;

(iii) if the Parties agree that no VAT is due, then no VAT will be invoiced by Electrabel, it being agreed that, in the event the Belgian VAT authorities allege that VAT is due and therefore claim additional VAT from Electrabel, then the amount payable by BEGOV will be increased by an amount equal to VAT at the applicable rate on the relevant amount, plus any penalties, fines and late payment interest, in order that the financial burden of any VAT claim in relation to a payment made by BEGOV to Electrabel is borne by BEGOV; and

(iv) if the VAT treatment of the payments to be made under this Agreement remains unclear and no agreement is reached on whether or not VAT is due, then the amounts payable by BEGOV will be increased by an amount equal to VAT at the applicable rate on the relevant amount and Electrabel will send to BEGOV an invoice which includes the application of VAT.

10.11 Counterparts

(A) This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

(B) Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

11. APPLICABLE LAW AND JURISDICTION

11.1 Governing law

This Agreement, including the arbitration agreement laid down in Section 11.4 of this Agreement, and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, Belgian law.

11.2 Jurisdiction

Subject to Clause 11.4 (*Arbitration Option*), the courts of Belgium shall have exclusive jurisdiction to decide any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement) (a "**Dispute**").

11.3 Initial Resolution and Escalation

(A) In the event of a Dispute other than a Cost Dispute, BEGOV and Electrabel and/or ENGIE SA (as the case may be) (the "**Disputing Parties**") shall attempt to resolve the Dispute at working level without the involvement of Senior Stakeholders. If the Disputing Parties are able to resolve a Dispute then they shall record the resolution in writing and cause it to be implemented. For the avoidance of doubt, any such resolution shall not constitute an amendment to this Agreement or a waiver by the Parties of their rights under this Agreement, save where this is expressly provided for in writing.

(B) If the Disputing Parties have not been able to resolve a Dispute within 15 Business Days after a notice by any Party that a Dispute exists, any Disputing Party may, upon expiry of that period, escalate the Dispute to the Senior Stakeholders and the Senior Stakeholders shall discuss the matter in good faith with a view to resolving it.

(C) If the relevant Senior Stakeholders are unable to resolve the Dispute within 10 Business Days of it being escalated to them in accordance with Clause 11.3(B), then any Disputing Party may seek resolution of the Dispute in accordance with the requirements of Clause 11.2 (*Jurisdiction*) and Clause 11.4 (*Arbitration Option*).

11.4 Arbitration Option

(A) The Parties agree that any of them (regardless of whether it is claimant or respondent) may submit a Dispute, for final resolution, to arbitration under the UNCITRAL Arbitration Rules in force at the Original Execution Date (except if and to the extent modified by the current Agreement). The tribunal shall consist of three arbitrators. In default of agreement on the arbitrators to be appointed at the latest ten Business Days after a notification thereto by either Party, the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in

The Hague. The seat of arbitration will be The Hague and the language of the arbitral proceedings will be English.

(B) No Party shall initiate court proceedings as set out in Clause 11.2 (*Jurisdiction*) in respect of any Dispute (such party or parties being the "**Initiating Party**") before giving the other proposed party or parties to those proceedings (each a "**Responding Party**") at least 20 Business Days' prior written notice of its intention to do so, setting out reasonably sufficient details of the nature and subject of its claim. Within 20 Business Days of receipt of such notice, any Responding Party may give the Initiating Party (and, if any, the other Responding Parties) written notice that either: (i) that Responding Party intends to submit the Dispute to arbitration (the "**Responding Party Arbitration Option**"); or (ii) that Responding Party requires the Initiating Party to submit the Dispute to arbitration (the "**Initiating Party Arbitration Option**", and the Responding Party Arbitration Option and the Initiating Party Arbitration Option shall be jointly referred to as the "**Options**" and individually as an "**Option**"). In the absence of any Option notified within such period of 20 Business Days, the Responding Party shall have finally waived the Options and the Initiating Party may initiate court proceedings.

If a Responding Party exercises the Responding Party Arbitration Option, the Initiating Party may not initiate court proceedings unless and until the relevant Responding Party fails to commence arbitral proceedings in respect of the Dispute within 60 Business Days of the relevant Responding Party giving such notice (in which case the Responding Party shall be deemed to have waived the Responding Party Arbitration Option). If a Responding Party exercises the Initiating Party Arbitration Option, the Initiating Party shall not initiate court proceedings in respect of the Dispute and may only pursue the Dispute by commencing arbitration proceedings in accordance with Clause 11.4(A).

(C) If the Initiating Party initiates court proceedings in relation to a Dispute without complying with the requirements of Clause 11.4(B), it is agreed that, on the demand of a Responding Party, those court proceedings are to be waived ("*afstand van geding/désistement d'instance*") by the Initiating Party within 28 days after a Responding Party has commenced arbitration proceedings in respect of the Dispute. In the case of a timely demand for discontinuance, the Initiating Party will pay all costs incurred in connection with the court proceedings and the Initiating Party will indemnify each Responding Party in respect of any costs that each Responding Party may be liable to pay under any order made in the court proceedings.

(D) Each Party consents to any request from the other Party(ies) to consolidate any arbitration under this Agreement with any arbitration commenced under the Updated HOT, the Framework Agreement and/or the Transaction Documents, including, if necessary, the joinder of any additional party to the arbitration.

(E) Without prejudice to the power of the Tribunal to recommend provisional measures, any Party hereto may request any judicial or other authority to order any provisional or conservatory measure, including attachment, prior to the institution of the arbitration proceeding, or during the proceeding, for the

preservation of its rights and interests. The Parties will discuss and agree in the Transaction Documents the extent to which any particular matters the subject of a Dispute should be subject to expedited arrangements under the applicable UNCITRAL Arbitration Rules.

11.5 Waiver of immunity

Any award issued shall be immediately executed, each Party irrevocably waiving every immunity of jurisdiction or execution that it may have in relation to such award.

This Agreement was originally entered into on the Original Execution Date and has been amended and restated on the Amendment Date.

SCHEDULE 1
Development Activities

1. Scope and resources

- To define the scope and constituent parts of each of the LTO / PSR programme and the Reliability Programme.
- To define the anticipated outline timing schedule for each of the LTO / PSR programme and the Reliability Programme.
- To mobilise the resources which Electrabel considers are reasonably necessary to carry out the Development Activities.
- To liaise with such third parties as Electrabel considers reasonably necessary in furtherance of the Development Activities.

2. Budget

- To define and manage the development expenditure ('DEVEX') budget.
- To manage the Budget and report the actual expenditure against the Budget.

3. Programme requirements

To clarify and to state the requirements and framework pursuant to which the PSR / LTO programme is to be undertaken, noting that:

- these requirements are expected to include legal and regulatory requirements applicable to the PSR / LTO programme, including those promulgated by the relevant nuclear safety authorities;
- it is anticipated that a methodology, scope of works and schedule will need to be prepared; and
- it is anticipated that a proposed PSR / LTO programme action plan will need to be submitted to the relevant nuclear safety authorities.

4. Studies

To undertake, commission or continue such studies, assessments, analysis and similar work as Electrabel considers reasonably necessary concerning:

- the components of the PSR / LTO programme and the Reliability Programme;
- the requirements of the WENRA 2014 RL and WENRA 2020 RL;
- the nuclear fuel supply chain and nuclear fuel assemblies; and

- the interaction of: (i) the execution of the PSR / LTO programme and the LTO operating period; with (ii) any existing or proposed decommissioning programme.

5. Environmental Impact Assessment

- To provide input and liaise with BEGOV concerning ongoing work with respect to the EIA, and the proposal of any adjustments to the scope, methodology, conclusions or other aspects of any the EIA as Electrabel considers to be reasonably required, with a view to ensuring that the EIA covers the feasibility of the proposed LTO and the specific scope and nature of the proposed implementation of the proposed LTO.

6. PSR / LTO programme activities

- To undertake such activities as Electrabel considers to be reasonably necessary with respect to scheduling, studies, engineering, procurement, installation and commissioning with respect to the proposed PSR / LTO programme, including under the following workstreams:
    - programme management;
    - pre-conditions;
    - aging and reliability;
    - design;
    - knowledge, competence and behaviour;
    - test and inspections;
    - EIA, licensing and permitting;
    - the PSR;
    - support care NV/NS – ECNSD;
    - procurement, document management and communications; and
    - fuel.

7. Procurement arrangements

- To carry out such preparatory work and undertaking commitments with a view to negotiating, obtaining and securing (i) any nuclear fuel supply contracts and (ii) any contracts in relation to long-lead items, in each case, which Electrabel, acting as a Licensed Nuclear Operator, considers to be reasonably necessary with respect to the LTO and clause 2.2 (*Joint Objective*) of the Framework Agreement.

SCHEDULE 2
Milestones

Milestone	Indicative Timing
Confirmation to the relevant fuel manufacturer of commitment to proceed	29 June 2023 (already performed)
Despatch by Synatom of letters of commitment to the suppliers with respect to conversion and enrichment of natural uranium	By 21 July 2023
Completion of fuel analysis (Equilibrium study) and specifications	30 June 2023 - exchanges with the relevant regulatory authorities on the results of the fuel analysis to be commenced. Transition studies for the Joint Objective to also be commenced.

Additional Expected Event	Indicative Timing
Entry into a long-term contract with respect to fuel manufacturing	Before December 2023
Despatch of a letter of intent by Synatom with respect to natural uranium and entry into a contract for conversion and enrichment of natural uranium	Between September and December 2023
Commencement of LTO works during LTO outage	Doel 4: 31 July 2025 Tihange 3: 30 September 2025
Fuel delivery on site	Partial delivery in February 2025
Conclusion of LTO works necessary for first restart and approval to restart obtained from safety authorities	For nuclear safety compliance related activities: before November 2025. Other nuclear safety related actions: subject to discussions with Nuclear Safety Authorities on to be agreed action plan and associated execution time schedule during different LTO outages. Non-nuclear safety related actions

	will be performed during different LTO outages.

For avoidance of doubt, the Additional Expected Events set out above are intended to be for information only, and do not constitute Milestones.

SCHEDULE 3
Monitoring Events

Monitoring Event	Indicative Timing
Submission to SCK-CEN of data and information with respect to the EIA	31 March 2023 (already performed)
Identification of, and agreement with relevant nuclear safety authorities on, actions to address nuclear safety design-related requirements and concerns (excluding non-design related issues such as ageing and obsolescence)	12 July 2023 (already performed)

Additional Expected Event	Indicative Timing
Agreement of list with relevant nuclear safety authority of the nuclear safety related actions to be performed in relation to the LTO (including ageing and obsolescence related issues)	It has been agreed with the nuclear safety authority that execution of actions will have to start while evaluations and design work are still in progress. Activities will gradually move from identification of the actions towards execution
Completion of PSR- LTO studies, and submission of LTO file to the relevant safety authority	1 January 2025
Receipt of approval / endorsement of the PSR LTO report from the relevant nuclear safety authority	30 June 2025
Assessment of WENRA 2020 Reference Level and actions proposed (any actions to be executed before anniversary date of the relevant unit + 3 years)	Doel 4: 1 July 2025 Tihange 3: 1 September 2025

For avoidance of doubt, the Additional Expected Events set out above are intended to be for information only, and do not constitute Monitoring Events.

Schedule 6
Parent Company Guarantee ("Guarantee") – Heads of Terms

	Topic	Principles
1.	**Parties**	The parties to the Parent Company Guarantee ("**Guarantee**") will be: (1) ENGIE S.A. (the "**Guarantor**"); (2) NIRAS-ONDRAF (a "**Beneficiary**" and "**ONDRAF**");[1] (3) FANC-AFCN (a "**Beneficiary**" and "**FANC**"); (4) [*BEGOV Entity to which volumetric payments under limb (b) of the definitions of "Secured Obligations" are required to be made*] (a "**Beneficiary**" and "[**BEGOV Entity**]"); (5) SYNATOM SA ("**Synatom**" and a "**Beneficiary**", and together with ONDRAF, FANC and [BEGOV Entity] the "**Beneficiaries**"); (6) ELECTRABEL SA ("**Electrabel**" and the "**Company**"); and (7) BEGOV, for the purpose of making payment demands under paragraph 5 below.
2.	**Overview**	The Guarantee shall require the payment by the Guarantor to Synatom of amounts not exceeding the Secured Obligations (as defined below) from time to time outstanding. The Guarantor's obligation to make payments under the Guarantee shall arise on, and by reason of, the making of a demand by a Beneficiary without any further proof or condition, and notwithstanding any other provision of the Guarantee. Any amounts paid shall, after payment under the Guarantee, be subject to judicial review and reimbursement in accordance with a dispute resolution procedure modelled on Clause 12 of the Agreement to determine if and to what extent the amount paid exceeded the Secured Obligations then due and payable.[2] Payments shall be made only to Synatom, and Synatom shall not be required to make any payment to any Beneficiary in respect of any Secured Obligations unless such amounts are due and payable, without

[1] ONDRAF and FANC shall have the option, but not the obligation, to be Parties to this Guarantee.

[2] If the relevant Secured Obligation is subject to a funding plan, amounts shall be due and payable only when and if the funding is payable under that funding plan.

	Topic	Principles
		prejudice to any legal provisions in accordance with the July '22 Law as may be modified in accordance with Clause 3.4 of the Agreement.
3.	**Uncapped Liabilities**	The Guarantor's potential liability under Guarantee shall be uncapped.
4.	**Term**	The Guarantee shall enter into force on Closing, shall be uncancellable and shall expire on the date on which all Secured Obligations have been unconditionally and irrevocably discharged in full without any further notice requirement or other formality.
5.	**BEGOV payment demand**	Each Beneficiary may demand payment of the Guarantee in respect of the Secured Obligations ultimately payable to it. Additionally, Synatom and/or BEGOV may demand payment of the Guarantee on behalf of any Beneficiary, provided that payment shall in all cases be made to Synatom.
6.	**Payment period and enforcement of the Guarantee**	Payment shall be made within 15 Business Days of demand.
7.	**Reimbursement and withholding**	The Guarantee shall include reimbursement and withholding mechanisms as follows: (a) If an amount is paid under the Guarantee but the Guarantor claims, and it is finally determined, in accordance with the dispute resolution provisions in the PCG (to be aligned with Clause 12 of the Agreement) that such amount was not paid in accordance with the Guarantee, or such amount exceeded the Secured Obligations then due but unpaid, then Synatom (and each Beneficiary, to the extent Synatom has applied the proceeds of the demand to make a payment to such Beneficiary) must promptly reimburse the Guarantor the amount finally determined without (and free and clear of any deduction for) set-off or counterclaim. (b) If - at the time of the demand - any amount is in accordance with the dispute resolution provisions in the relevant Transaction Document (to be aligned with Clause 12 of the Agreement) finally determined to be payable by BEGOV or any of its affiliates to ENGIE S.A. or any of its affiliates and has not been paid by the relevant entity (a "**Determined Cross-Claim Amount**"), the

	Topic	Principles
		Guarantee will provide that ENGIE S.A. may reduce the amount it pays (or would be required to pay) in connection with any demand thereunder by an amount equal to the Determined Cross-Claim Amount. (c) The Guarantee shall set out provisions providing ENGIE S.A. with the same protections, *mutatis mutandis*, in respect of re-allocation and set-off as described in paragraph 4 of the Legal Protections Schedule.
8.	**Secured Obligations**	"**Secured Obligations**" shall include the payment obligations of the Company: (a) relating to the Decommissioning and/or Dismantling of Doel 1, 2, 3 and 4 and Tihange 1, 2 and 3 (including, for the avoidance of doubt, the Decommissioning and Dismantling of the DE Building and of any ancillary installations and/or assets on the Nuclear Sites that are not needed for the operation after Site Transfer of the interim dry storage facilities of spent fuel on the Nuclear Sites): (i) under the Law of 12 July 2022 in accordance with article 11, thereof; (ii) to NIRAS-ONDRAF, among others, under the 30 December 2001 NIRAS / ONDRAF law and/or the 8 August 1980 Law on Budgetary Proposals or any of the decrees or decisions taken by virtue of any of these laws, excluding for the avoidance of doubt any Capped Nuclear Waste and Spent Fuel Liabilities; and (iii) to FANC, among others, in accordance with the 15 April 1994 FANC law or any decrees or decisions taken by virtue of this law; (b) to pay the Volume Adjustment Fee under Clause 1.3 of Schedule 11 (Caps schedule) to the relevant BEGOV entity; and (c) to repay the current and the future Synatom Loans in accordance with the applicable terms and conditions.

	Topic	Principles
9.	**Governing Law and Jurisdiction**	English law, subject to arbitration provisions reflecting those set out in the other Transaction Documents and the interaction with the governing law and jurisdiction clauses in the other Transaction Documents to be further discussed and agreed upon.

Schedule 7
Shareholder Support Arrangement – Heads of Terms

	Topic	Principles
1.	**Parties**	The Transaction Documents will provide for a Shareholder Support Arrangement under which: (A) ENGIE S.A. will have an obligation to provide certain shareholder support to Electrabel; (B) Electrabel will be the recipient of such shareholder support; and (C) subject to the below, NuclearSub will have the right to require that shareholder support be paid in circumstances where it is payable but Electrabel has failed to request the same.
2.	**Overview**	Under the terms of the O&M Agreement, Electrabel (i) will perform and/or procure the O&M Services and the LTO Services (each as defined in the O&M Agreement) and has certain payments obligation to NuclearSub in relation thereto; and (ii) may procure the provision of certain of such services through third-party suppliers, contractors and/or sub-contractors, who may include affiliates of ENGIE S.A. (to the extent acting as such, each a "**Supplier**") For the purposes of supporting Electrabel's obligations in relation thereto, ENGIE S.A. shall, if (cumulatively): (A) Electrabel fails to pay any Relevant O&M Obligations (as defined below) when due and payable (after the expiry of all applicable grace and remedy periods, and to the extent not being contested in court or arbitral proceedings); and (B) a written demand is made by Electrabel or (subject to the conditions set out below) NuclearSub, provide financial support to Electrabel, whether (i) directly to Electrabel, (ii) to NuclearSub (in the event of a demand by NuclearSub and if NuclearSub so elects) on behalf of Electrabel; or (iii) to NuclearSub or any Supplier (if ENGIE S.A. so elects) in the form of a cash payment not exceeding the amount of the Relevant O&M Obligations due but unpaid, in each case on behalf of Electrabel. Information rights for NuclearSub and BEGOV to ensure that they are able to properly monitor Electrabel's performance of the Relevant O&M Obligations will be as set out in the O&M Agreement.

	Topic	Principles
		The obligation to provide support shall be documented under a funding commitment letter to be agreed upon as part of the Transaction Documents which shall provide the flexibility for ENGIE S.A. to provide any required funding by way of equity, the provision of new debt, the repayment of existing debt or any other method it may elect, all at arm's length or other customary terms for intra-group funding or similar arrangements. The Transaction Documents will include provisions that ensure that any payments made to Electrabel under the Shareholder Support Arrangement are applied in payment of the Relevant O&M Obligations in respect of which such funding has been drawn, provided that the Relevant O&M Obligations are due and payable.
3.	**Term**	The Shareholder Support Arrangement shall be able to be requested, and provided, subject to and from the date of Closing and until the Relevant O&M Obligations being fully and finally discharged.
4.	**Relevant O&M Obligations**	Relevant O&M Obligations shall be limited to payment obligations of Electrabel to: (A) NuclearSub under the O&M Agreement; and (B) any Supplier providing services to Electrabel in connection with the O&M Agreement. Excluded Obligations shall not constitute Relevant O&M Obligations.
5.	**Excluded Obligations**	No demand may be made under the Shareholder Support Arrangement to the extent such demand: (A) results from or is otherwise linked to nuclear civil liability or nuclear waste management liability (including, for the avoidance of doubt, in connection with any Decommissioning Activities or Dismantling), provided that (subject to the other provisions of this term sheet) this Shareholder Support Arrangement shall apply in respect of any due but unpaid Relevant O&M Obligation (regardless of the underlying source of Electrabel's inability to perform such Relevant O&M Obligation); or (B) is in respect of any amount: (i) claimed, recovered or within the scope of the "Secured Obligations" under the terms of the PCG, it being

	Topic	Principles
		acknowledged that the PCG and the Shareholder Support Arrangement are independent obligations of ENGIE S.A.; or (ii) (in the case of payments under the O&M Agreement to NuclearSub only) to the extent capable of being set-off within three months and not jeopardising NuclearCo's ability to satisfy its payment obligations in respect of the Relevant O&M Obligations against amounts payable by NuclearSub to Electrabel pursuant to any of the true up mechanisms operating under the O&M Agreement.
6.	**Timing of demand and payments**	(A) A demand may be made under the Shareholder Support Arrangement by: (i) Electrabel, if it has notified ENGIE S.A. no less than 10 Business Days in advance that a Relevant O&M Obligation is due but unpaid; or (ii) NuclearSub, if (1) Electrabel fails to give the notice referred to in paragraph (i) above within 10 Business Days of becoming eligible to do so; and (2) NuclearSub complies with paragraph (i) above as if references therein to "Electrabel" were to "NuclearSub". (B) Any demand validly made in accordance with the terms of the Shareholder Support Arrangement shall be paid to (i) Electrabel, (ii) if ENGIE S.A. or NuclearSub so elect, NuclearSub or (iii) if ENGIE S.A. so elects, any Supplier, in each case within 15 Business Days of demand.
7.	**Demand by NuclearSub; Role of NuclearSub and Third Parties**	NuclearSub shall be party to the Shareholder Support Arrangement solely to permit NuclearSub to make one or more demands thereunder that amounts be paid to Electrabel or NuclearSub (on behalf of Electrabel), subject to and in accordance with the terms of the Shareholder Support Arrangement and in the event Electrabel fails to make a demand under the Shareholder Support Arrangement (as described above). Any such demand may be made only in respect of Relevant O&M Obligations owed to NuclearSub, provided that NuclearSub may make a demand under the Shareholder Support Arrangement in respect of Relevant O&M Obligations payable to Suppliers, but such demand may only require payment to Electrabel (and not, for the avoidance of doubt, to NuclearSub or to any Supplier).

	Topic	Principles
		The existence of these arrangements shall be subject to customary confidentiality arrangements, and no third party shall be permitted to rely on these arrangements. Decision-making in relation to demands under this Shareholder Support Arrangement shall be taken by the board of NuclearSub in accordance with its ordinary course governance arrangements, including that BEGOV shall exercise a casting vote in relation thereto.
8.	**Netting and defenses**	Set-off and withholding mechanics modelled on those set out in the Legal Protections shall apply to this Shareholder Support Arrangement, such that (if a payment default is continuing by BEGOV or any of its affiliates) any payment required to be made under this Shareholder Support Arrangement may be set-off and/or withheld *pro tanto*. No demand may be made by NuclearSub in respect of Electrabel's failure to pay any Relevant O&M Obligations if and to the extent that such failure has arisen in consequence of a default by NuclearSub of its payment obligations under the O&M Agreement that was caused by (i) a failure by the RA Counterparty to pay NuclearSub under the Remuneration Agreement; or (ii) a failure by the BEGOV Shareholder to pay NuclearSub under the Shareholders' Agreement.[1]
9.	**Tractebel**	ENGIE S.A. and BEGOV will discuss and agree in the Transaction Documents pre-emption arrangements in respect of any potential sale of Tractebel (or the relevant nuclear business thereof) by ENGIE S.A. in favour of BEGOV and which will apply from the date of Closing until the date falling 10 years after the second LTO Restart Date. The terms and conditions of any such pre-emption arrangements must: (i) be consistent with customary market practice (including as to the timing of any relevant procedural steps, and the scope and nature of the purchase price and other material transaction terms); and (ii) not have the effect of materially impeding any arm's length sale process to be conducted by ENGIE S.A., whether in the form of a competitive auction or otherwise (it being understood that ENGIE S.A. shall otherwise comply with any such pre-emption arrangements). For the avoidance of doubt, any such pre-emption arrangements would not preclude Tractebel from effecting an intra-group reorganisation of its business and/or from disposing of any part of its business other than its nuclear business at any time.

[1] Consequences of termination of the Remuneration Agreement on Shareholder Support Arrangement to be further discussed.

	Topic	Principles
10.	**Boilerplate**	The Shareholder Support Arrangement shall be governed in accordance with French law and (subject to arbitration provisions modelled on those set out in the other Transaction Documents) subject to the jurisdiction of the French courts. These and other relevant boilerplate provisions will be set out definitively in the Shareholder Support Arrangement.

Schedule 8
O&M Agreement – Term Sheet

*This term sheet sets out the principles agreed between The Belgian State ("**BEGOV**") and Electrabel in relation to the O&M provisions to be put in place in respect of the LTO Units (which includes the works to extend the lifetime of the LTO Units and the operation and maintenance of the LTO Units). Defined terms used in this term sheet shall have the meanings given to those terms in the Framework Agreement. The O&M Agreement will be supplemental to the LTO Partnership Agreement and the LTO Co-ownership Agreement, and the terms set out below are subject to the ongoing structuring workstream and assume that Electrabel will be the managing partner under the LTO Partnership Agreement and manager of the LTO Co-ownership Agreement.*

	Topic	Principles
1.	**Parties**	(A) NuclearSub in its capacity as future owner of the LTO Units ("**NuclearSub**") (B) NuclearCo[1] in its capacity as Nuclear Operator (as defined below) of the LTO Units ("**NuclearCo**")
2.	**Term**	The term shall be the period commencing on the date of Closing until the LTO Waste (as defined below) has been removed from the Nuclear Sites (as defined in Schedule 11 (*Caps*)) ("**Term**"). "**LTO Waste**" means "LTO Waste and Spent Fuel" but excluding "Spent Fuel"[2] (each as defined in Schedule 11 (*Caps*)).
3.	**LTO Services**	(A) NuclearCo shall, from the date of Closing,[3] perform or procure all works and services required in connection with the preparation, development, design, engineering, procurement, construction, installation, testing and commissioning required for the extension of the lifetime of each LTO Unit by ten (10) years (and including all works and services required in connection with those lifetime extension works to ensure the safety and reliability of the LTO Units in accordance with NuclearCo's regulatory obligations as Nuclear Operator) ("**LTO Services**"). (B) NuclearCo shall, in performing the Services (as defined below), exercise the degree of diligence, skill, care and prudence reasonably expected of a licensed nuclear operator engaged in the same or similar type of undertaking and under the same or similar circumstances and conditions, taking into account all applicable factors at the relevant time (including, to the extent relevant, the matters listed in paragraphs 1 to 6 of the definition of LTO Operator Failure (see the Appendix to this term sheet).

[1] Note to draft: we expect that Electrabel will act as NuclearCo (with international assets being removed from this entity).

[2] Note to draft: "Spent Fuel" to be covered in the Fuel Supply Agreement.

[3] Note to draft: costs in respect of LTO Services incurred prior to Closing to be documented in the JDA, Framework Agreement and/ or Implementation Agreement. The cost of providing O&M Services from Closing until the Legal End Date of each LTO Unit will be at NuclearCo's sole cost (except to the extent: (i) the services constitute LTO Services; or (ii) costs are incurred prior to the Legal End Date of each LTO Unit in connection with O&M Services to be provided from the Legal End Date of each LTO Unit).

	Topic	Principles
4.	**Scope of O&M Services**	(A) NuclearCo shall be the entity responsible for performing all works, services and activities required by all applicable regulations in connection with the operation and maintenance of the LTO Units as 'nuclear operator', including in accordance with the Law of 12 July 2022 on strengthening the framework applicable to the provisions laid down for the decommissioning of nuclear power plants and to the management of spent fuel and with applicable laws ("**Nuclear Operator**"). (B) NuclearCo shall, from: (i) in respect of "Doel 4", 1 July 2025; and (ii) in respect of "Tihange 3", 1 September 2025, in each case (the "**Legal End Date**"), provide all operation, maintenance and other services and activities required for the safe and reliable operation of the LTO Units (including supporting infrastructure and installations and common systems operated by NuclearCo to the extent used in connection with the LTO Units[4]) in accordance with its statutory obligations as Nuclear Operator ("**O&M Services**" and together with the LTO Services, the "**Services**"), including but not limited to: (i) preventative maintenance; (ii) corrective maintenance; (iii) fuel handling; (iv) waste handling, management, characterisation, conditioning and transport in respect of the LTO Waste ("**LTO Waste Handling Services**"); and (v) operations and monitoring. All Services shall cease on commencement of Decommissioning other than the LTO Waste Handling Services (and any ancillary services required to be performed in connection with such LTO Waste Handling Services, such as operation and maintenance of relevant equipment used in the provision of the LTO Waste Handling Services). The O&M Services shall not include the following, which will be covered by separate agreements: (i) the supply of fuel and any related services provided pursuant to the Fuel Supply Agreement[5]; (ii) those services to be provided under standalone agreements, including the Asset Management Services Agreement[6]; (iii) decommissioning activities (to be addressed in the agreement described in limb (A) of the definition of Transaction Documents); and (iv) any obligations towards Luminus in relation to the operation of the LTO Units pursuant

[4] Note to draft: to be aligned with provisions in other Transaction Documents governing access to shared infrastructure.

[5] Note to draft: Fuel Supply Agreement to be defined in the Framework Agreement. It will cover the necessary services to be provided in respect of fuel procurement/ handling and fuel manufacturing and Spent Fuel.

[6] Note to draft: scope of services under the AMSA under further consideration. List of agreements carved out of the definition of O&M Services to be finalised in the long-form O&M agreement.

	Topic	Principles
		to the LTO Partnership Agreement and the LTO Co-ownership Agreement.[7][8] (C) Without limitation to the generality of the above, NuclearCo shall be responsible for obtaining and maintaining all necessary permits and consents, shall comply with any permit, necessary consents, industry standards and/or laws that are applicable to the Services (including environmental activity and health and safety matters) and may take any action required, including emergency measures, to ensure compliance with applicable law and such permits and/or consents.
5.	**[Not used]**	
6.	**Governance**	(A) Subject to the reserved matters under the Shareholders Agreement and paragraph 8 below, all decisions in respect of the operation, maintenance and other services and activities required for the safe and reliable operation of the LTO Units shall be assumed by NuclearCo. (B) The scope of reserved matters, composition of the NuclearSub steering committee, the frequency of steering committee and any sub-committee meetings, BEGOV's appointment right in respect of the CFO of NuclearSub and other governance matters are to be agreed in the Transaction Documents. (C) This paragraph 6 does not limit in any way the delegation of decision-making as between NuclearCo and Luminus under the LTO Co-ownership Agreement and the LTO Partnership Agreement.
7.	**Fees**	(A) The fees for providing the Services (the "**Fees**") shall comprise the following: (i) "**Operating Costs Fee**" – being an amount equal to 89.81% (the "**NuclearSub Proportion**") of all operating costs, fees and expenses incurred in the provision of the O&M Services (for the avoidance of doubt, including dis-synergies and synergies as provided in paragraph 8(B), all applicable taxes and compensation, the cost of all required insurances and the costs of waste treatment and conditioning but excluding Recurring Capital Costs and Non-Recurring Capital Costs (each as defined below)) ("**Operating Costs**"), plus the relevant margin set out in paragraph (B) below. (ii) "**Recurring Capital Costs Fee**" – being an amount equal to the NuclearSub Proportion of all recurring capital costs, fees and expenses incurred in the provision of the O&M Services (for the avoidance of doubt, including minor overhaul and other maintenance capital expenditures) ("**Recurring Capital**

[7] Note to draft: relationship between NuclearCo and NuclearSub and any liabilities between them in respect of the Services to be governed by the O&M agreement. To be kept under review as the LTO arrangements under the LTO Partnership Agreement and the LTO Co-ownership Agreement are developed.

[8] Note to draft: the transfer of spare parts (including timing and scope) will be covered in the Transaction Documents in the context of the transfer of assets / structuring.

	Topic	Principles
		Costs"), plus the relevant margin set out in paragraph (B) below. (iii) "**Non-recurring Capital Costs Fee**" – being an amount equal to the NuclearSub Proportion of the development costs, fees and expenses incurred in the provision of the LTO Services ("**DevEx**") and capital costs, fees and expenses incurred in the provision of the LTO Services ("**LTO Capex**") (and together with DevEx, the "**LTO Costs**") and all non-recurring capital costs, fees and expenses incurred in the provision of the O&M Services (for the avoidance of doubt, including the costs, fees and expenses incurred in connection with LTO major overhauls) (the "**Non-Recurring LTO Capital Costs**") (and together with the LTO Costs, the "**Non-Recurring Capital Costs**"), plus the relevant margin set out in paragraph (B) below excluding in respect of DevEx, for which no margin is charged. (B) The relevant margins referred to in paragraph (A) above are: (i) subject to paragraph 9(D), [redacted] for all insurance costs and taxes; (ii) [redacted] in respect of amounts charged to NuclearCo for any goods or services supplied to NuclearCo by other members of the Engie group (the "**Affiliate Services**") (without prejudice, subject to paragraph 7(G) below, to the ability for the relevant member of the Engie group to charge a margin to NuclearCo); and (iii) subject to paragraph 9(D), [redacted] for all other costs, fees and expenses. (C) "**Costs**" means the Operating Costs, Recurring Capital Costs and the Non-Recurring Capital Costs. (D) If and to the extent it is agreed or determined that any of the Costs that have been paid by NuclearSub to NuclearCo are Disallowed Costs, NuclearCo shall reimburse NuclearSub for such Costs and any margin charged thereon. Any dispute with respect to the above may be referred to expert determination. (E) If and to the extent the full amount of any Disallowed Costs are not recoverable under paragraph 7(D) as a result of the application of the Annual Cap or the Aggregate Cap (each as defined in paragraph 15(C) below) ("**Unrecovered Disallowed Costs**"), then NuclearCo shall reimburse NuclearSub for any margin it has received on those Unrecovered Disallowed Costs (but not, for the avoidance of doubt, the Unrecovered Disallowed Costs).[9] (F) "**Disallowed Costs**" means Costs that: (i) do not relate to the LTO Units and/or the supporting installations and/or infrastructure required for the purpose of the operations of the LTO Units; (ii) are caused by a material breach of contractual or regulatory obligations by a member of the Engie group (excluding NuclearSub or NuclearCo); or (iii) are incurred by NuclearCo as a direct result of an LTO Operator Failure. For the avoidance of doubt, costs incurred due to a breach by

[9] Note to draft: this mechanism will need to cater for the fact that margin may have been charged in one year but the Disallowed Costs only calculated in a subsequent year, to ensure that the annual 100% margin cap does not cut across the agreed mechanic.

	Topic	Principles
		NuclearCo's sub-contractors (excluding any members of the Engie group) will not constitute a Disallowed Cost (unless and to the extent such costs were incurred as a direct result of NuclearCo's LTO Operator Failure in managing those subcontracts). (G) On or around Closing and thereafter no more than three (3) times over the Term (and there shall be at least twelve (12) months between the conclusion of a benchmark process and the commencement of a new benchmarking process), NuclearCo shall, if requested to do so by NuclearSub, carry out a benchmarking process in respect of any Affiliate Services then being provided to NuclearCo. If it is demonstrated that the prices being charged for the Affiliate Services are higher than the price determined by such benchmarking process (the "**Comparable Price**")[10], then, with effect from conclusion of the benchmarking process, the amount payable to NuclearCo by NuclearSub for those Affiliate Services (should they continue to be provided by a member of the Engie Group) shall be limited to the Comparable Price and the relevant Budget shall be adjusted accordingly. For the avoidance of doubt, NuclearCo will not be required to reimburse any amounts paid to it under this agreement as a result of the benchmarking process set out in this paragraph (G). Any dispute in connection with the benchmarking process shall be subject to escalation and ultimate resolution by an expert determination process. The cost of the benchmarking process (and the related expert determination process) shall be borne by (i) NuclearCo (if it is determined that the cost of an Affiliate Service is higher than the Comparable Price for that Affiliate Service), and (ii) NuclearSub otherwise[11]. (H) Third party costs will be tendered under a tendering process agreed upon signing of the Transaction Documents, taking into account NuclearCo's applicable tendering procedures and subject to: (i) specific nuclear requirements; (ii) causing no adverse effect on the Joint Objective or, where clause 2.2(C) (*Joint Objective*) of the Framework Agreement applies, achieving the LTO Restart Date; and (iii) BEGOV's audit rights. (I) The Fees shall be payable to NuclearCo as follows: (i) The Operating Costs Fee will be payable in equal monthly instalments in advance based on the budgeted amount set out in the relevant Budget; (ii) The Recurring Capital Costs Fee will be payable in equal monthly instalments in advance based on the budgeted amount set out in the relevant Budget, or, if required by NuclearCo in order to satisfy payments due to a third party in excess of a materiality threshold, as up-front payments; (iii) The Non-recurring Capital Costs Fee will be payable in advance upon written request from NuclearCo to enable NuclearCo to pay Non-recurring Capital Costs as required (such requests to

[10] Note to draft: details of benchmarking procedures (including appropriate definitions of "comparable" goods and services, providers and terms) to be set out in the transaction documents.

[11] Note to draft: the Shareholders' Agreement to provide that these costs of NuclearSub are to be funded by BEGOV.

	Topic	Principles
		be accompanied with reasonable evidence of the costs to be incurred). (J) Subject to paragraph (K) below, the long-form O&M Agreement will include a reconciliation mechanism to address, at the end of each contract year: (i) any difference between the aggregate Fees paid during the contract year (as per paragraph (I) above) as against the final Fees due for that year (based on the actual costs incurred by NuclearCo); (ii) any adjustments to the margin payable on Costs (excluding LTO Capex) incurred in that contract year in accordance with the cost incentive mechanism set out in paragraph 9; (iii) any Availability Damages (as defined in paragraph 13(E) below) payable in accordance with paragraph 13(E) in that contract year; and (iv) any adjustment to the margin in accordance with paragraphs 13(J) to 13(L) in that contract year. (K) The long-form O&M Agreement will include a reconciliation mechanism to address, after completion of the LTO Services, any adjustments to the margin payable on LTO Capex in accordance with paragraph 9.[12] (L) NuclearCo shall, acting in accordance with the standard set out at paragraph 3(B), enforce its rights under the relevant subcontracts it has entered into (with Engie group companies or third parties) in connection with the provision of the Services. If NuclearCo actually receives any net amounts from claims and settlements under those subcontracts in respect of any Costs that have been incurred by NuclearCo, the amount of such Costs shall be reduced by that net amount. For the avoidance of doubt, the cost incurred by NuclearCo in enforcing its rights shall constitute a Cost and NuclearCo shall be entitled to receive a margin thereon (subject to paragraphs 7(D) and 9).[13]
8.	**Budget process**	(A) NuclearCo shall provide to NuclearSub:[14]

[12] Note to draft: this mechanism will be drafted to ensure that LTO Capex Overruns are tested against the margins charged for the full period in which LTO Services were rendered (rather than on a year-by-year basis) but ensuring that NuclearCo is not penalised twice due to the application of the availability damages regime and the annual liability cap is not compromised (i.e., it would be seeking to put the parties in the same liability position they would have been in had the LTO Capex Overrun been calculated on an annual basis, together with the O&M cost overruns and the availability regime).

[13] Note to draft: drafting of the O&M Agreement to ensure that there is no double recovery for NuclearSub when taken together with the Disallowed Costs regime (eg if recovery is made from Tractabel in respect of a cost which has been disallowed).

[14] Note to draft: the O&M Budget will form part of a larger project-wide budget – the provisions and process for agreeing this budget to be included in the Transaction Documents (and this may be best housed in the NuclearSub shareholders' agreement).

	Topic	Principles
		(i) prior to signing of the Transaction Documents, a draft budget which sets out initial estimates of the LTO Costs in line with the financial model[15] ("**Draft LTO Budget**"); (ii) within a reasonable specified period (to be agreed in the long form O&M Agreement) after the design of the LTO has been accepted by the nuclear authorities, a revised version of the Draft LTO Budget which sets out the estimated LTO Costs ("**Final LTO Budget**"); (iii) in October each year for the subsequent year, an annual budget from the first Legal End Date, which sets out: Operating Costs; Recurring Capital Costs; and any Non-Recurring LTO Capital Costs, (an "**Annual O&M Budget**" and, together with the Draft LTO Budget and the Final LTO Budget, the "**Budgets**"); and (iv) for information purposes only, details of the planned outages for each year in June each year for the subsequent year. (B) The Budgets will be prepared by NuclearCo acting in accordance with the standard set out at paragraph 3(B) and include reasonable details of costing and prudent operator appropriate contingencies. For the avoidance of doubt, operational dis-synergies (as positive amounts) and any positive synergies (as negative amounts) will form part of the Budgets if and to the extent they relate to the LTO Units. (C) NuclearSub shall approve or reject each Budget (providing detailed explanations of the reasons for the rejection and the required amendments to the Budget) within twenty (20) business days after receipt of that Budget, provided that NuclearSub shall not unreasonably withhold or delay approval of a Budget (or any item within it).[16] For the avoidance of doubt, it will be deemed unreasonable for NuclearSub to withhold its approval of any amount within a Budget to the extent such amount is required by NuclearCo to comply with its legal and regulatory obligations as Nuclear Operator. (D) If NuclearCo and NuclearSub cannot agree a Budget within 30 business days after receipt of that Budget, the matter will be resolved via an expert, whose decision shall be binding. (E) The last Budget submitted by NuclearCo to NuclearSub shall apply until the expert has made its determination pursuant to paragraph (D) above. Following the determination of the expert, Cost Overruns and (for the purposes of paragraphs 7(I)(i) and (ii)) the amount of the monthly Operating Costs Fee and Recurring Capital Costs Fee shall be recalculated on the basis of the Budget as so determined, and balancing payments shall be made. (F) NuclearCo may, at all times (including pending any resolution of any disagreement in respect of any Budget) and without the approval of

[15] Note to draft: this will be an updated version of the assumption book already provided and it is noted that that the financial model will be agreed as per the Remuneration Agreement term sheet.

[16] Note to draft: the NuclearSub shareholders agreement will provide that BEGOV's designated representative(s) on the NuclearSub board will have an approval right (i.e. as a "Board reserved matter") over the relevant Budget (provided that approval cannot be withheld if NuclearSub is not permitted to do so as set out in this paragraph (C)). If BeGov's approval is withheld, there will be an escalation mechanism to senior stakeholders. If there is no resolution, then NuclearSub shall reject the budget and the expert determination mechanism under the O&M agreement referenced in paragraph (D) shall apply.

	Topic	Principles
		NuclearSub, take any action (including incurring any costs) it deems necessary to operate in full compliance with nuclear safety requirements and/ or for the safe and reliable operation of the LTO Units (including in connection with any Emergency (as defined in the Appendix to this term sheet)) and receive Fees in respect of those actions. For the avoidance of doubt, the provisions in respect of Disallowed Costs and Cost Overruns (including, for the avoidance of doubt, paragraph 9(D)) will apply to such expenditures.
9.	**Cost incentives**	(A) "**Cost Overruns**" shall be judged separately for each of the following categories of costs as follows: (i) LTO Capex Overrun: the amount by which the actual aggregate LTO Capex exceed the aggregate budgeted LTO Capex as set out in the Final LTO Budget; (ii) Operating Costs Overrun: the amount by which the actual aggregate Operating Costs in a contract year exceed the aggregate budgeted Operating Costs as set out in the relevant Annual O&M Budget for that contract year; (iii) Recurring Capital Costs Overrun: the amount by which the actual aggregate Recurring Capital Costs in a contract year exceed the aggregate budgeted Recurring Capital Costs as set out in the relevant Annual O&M Budget for that contract year; (iv) Non-Recurring LTO Capital Costs Overrun: the amount by which the aggregate actual Non-Recurring LTO Capital Costs in a contract year exceed the aggregate budgeted Non-Recurring LTO Capital Costs as set out in the relevant Annual O&M Budget for that contract year, it being understood, in each case, that NuclearCo can reallocate amounts: (v) between line items within the aggregate budgeted figure for LTO Costs in the Final LTO Budget;[17] and (vi) between Operating Costs, Non-Recurring LTO Capital Costs and Recurring Capital Costs within the aggregate budgeted figure in the applicable Annual O&M Budget. (B) "**Excused Cost Overrun**" shall be the amount of any LTO Capex Overrun, Operating Costs Overrun, Recurring Capital Costs Overrun or Non-Recurring LTO Capital Costs Overrun (as applicable) that is attributable to any changes in applicable regulatory and/or safety requirements and any event or circumstance outside of the reasonable control of NuclearCo; [and to any act of omission of NuclearSub].[18]

[17] Note to draft: NuclearCo will provide visibility for material reallocations within the LTO budget and NuclearSub will have the right to request further information and explanations in respect of any such material reallocations (to be set out in the Transaction Documents).

[18] Note to draft: the last limb of this definition is to be refined in the Transaction Documents once NuclearSub governance structure is agreed. As a minimum, it is agreed that NuclearCo should not be able to rely on this carve-out when NuclearCo has caused the relevant act or omission of NuclearSub.

	Topic	Principles
		(C) "**Initial Phase**" means the period commencing on the LTO Restart Date and ending on the True-Up Date (as defined in the Remuneration Agreement term sheet). (D) The margin set out at paragraph 7(B)(i) and 7(B)(iii) will be reduced to zero (0%) in respect and to the extent only of any Cost Overrun excluding any Excused Cost Overrun. (E) If, after completion of the LTO Services, it is ascertained that there is an LTO Capex Overrun, then NuclearCo shall pay to NuclearSub an amount calculated as follows ("**LTO Capex Overrun Payment**"): NSP x 50% x (CO – ECO) where: "NSP" is the NuclearSub Proportion "CO" is the LTO Capex Overrun "ECO" is the Excused Cost Overruns in respect of the LTO Capex Overrun, provided that such amount shall be no greater than an amount equal to 75% of the margin received by NuclearCo pursuant to paragraphs 7(B)(i) and (iii) in respect of the LTO Capex. (F) If, following a costs reconciliation for any contract year during the Initial Phase, it is ascertained that there is an Operating Costs Overrun, Recurring Capital Costs Overrun and/ or Non-Recurring LTO Capital Costs Overrun for that year, then NuclearCo shall pay to NuclearSub an amount calculated as follows ("**O&M Overrun Payment**"): NSP x 50% x (CO – ECO) where: "NSP" is the NuclearSub Proportion "CO" is the Operating Costs Overrun, Recurring Capital Costs Overrun or Non-Recurring LTO Capital Costs Overrun (as applicable) "ECO" is the Excused Cost Overruns in respect of the Operating Costs Overrun, Recurring Capital Costs Overrun or Non-Recurring LTO Capital Costs Overrun (as applicable), provided that such amount shall be no greater than an amount equal to 50% of the margin received by NuclearCo in that contract year pursuant to paragraphs 7(B) (i) and (iii) in respect of the Operating Costs, Recurring Capital Costs or Non-Recurring LTO Capital Costs Overrun (as applicable). (G) The LTO Capex Overrun Payment and the O&M Overrun Payment(s) will be NuclearSub's sole and exclusive remedy in respect of Cost Overruns.
10.	**Audit Rights and Information Sharing**	(A) The long-form O&M Agreement will include audit rights to allow full transparency in relation to the provision of the LTO Services and O&M Services (subject to customary restrictions on the exercise of those audit rights, including restrictions regarding access to confidential

	Topic	Principles
		information of third parties[19] and personal data). NuclearCo shall use its reasonable endeavours to ensure that key contracts with third parties may be disclosed to NuclearSub, BEGOV and the RA Counterparty. (B) NuclearSub shall have appropriate information rights consistent with the LTO Services and the O&M Services being provided. Without limiting the generality of the foregoing, NuclearCo shall provide all information within its control which is reasonably required by NuclearSub to update the calculation of the strike price and financial model in accordance with the Remuneration Agreement.
11.	**Reporting**	From Closing until the commencement of Decommissioning, NuclearCo shall prepare and provide to NuclearSub such reports as may be agreed in the Transaction Documents in relation to the LTO Units and the Services.
12.	**Insurance**	NuclearCo shall procure for its own account and on behalf of NuclearSub, as part of the Services, all insurances required for the provision of the Services (including works in respect of the LTO Units and operation of the LTO Units) in accordance with the reasonable requirements to be agreed in the Transaction Documents.[20]
13.	**Availability**	(A) The "**Availability**" will be the actual availability (expressed as a percentage and measured across both LTO Units) during a contract year excluding any reductions in availability relating to planned outages (including any planned outages in connection with the LTO Services). (B) The "**Adjusted Availability**" for a contract year means the Availability for that contract year, adjusted to exclude any reductions in availability resulting from any FOR Exclusion Event. (C) The "**Availability Period**" means the period commencing on the LTO Restart Date and expiring on the last date on which NuclearCo is licensed to operate the LTO Units under applicable laws and regulation.[21] (D) "**FOR Exclusion Event**" means: (i) any qualifying change in law;[22] (ii) any of the following events which, for the avoidance of doubt, are deemed to be outside the control of NuclearCo for the purposes of the definition of FOR Exclusion Event only:

[19] Note: We understand third parties to mean persons who are not members of the Engie group.

[20] Note to draft: such requirements will reflect the particularities of and be achievable in the nuclear insurance market, be consistent with the requirements currently imposed on Electrabel as nuclear operator, and NuclearCo will be under no obligation to take out insurance on the market unless obtainable on reasonable commercial terms.

[21] Note to draft: this is expected to be 10 years post restart date and this term sheet is subject to development to reflect any legal end date other than 10 years post restart date.

[22] Note to draft: this definition will be agreed in the long-form Remuneration Agreement, to be consistent with the principles set out in key principle 3 in Schedule 2 (*Legal Protections*) to the Framework Agreement.

	Topic	Principles
		(1) grid or transmission line unavailability and/ or restrictions; (2) lack of demand[23] (reserve shutdown, economic shutdown, or load following); (3) environmental limitations due to natural hazards (including low cooling pond level, water intake restrictions, earthquake or deluges that could not be prevented by operator action); (4) labour strikes[24]; (5) fuel coast downs; (6) fuel conservation directed by any regulatory authority; and (7) seasonal variations in gross dependable capacity due to cooling water temperature variations; and (iii) any period in which a Force Majeure Event (as defined in the Remuneration Agreement term sheet) is affecting the LTO Units and/or the generation and export of electricity from the LTO Units, provided that, for the purposes of the definition of FOR Exclusion Event only, the following causes are deemed to be under the control of NuclearCo (and therefore not Force Majeure Events), except to the extent caused by any of the events listed in paragraph 13(D)(ii): (1) Refuelling or planned outages or planned load reductions; (2) Unplanned maintenance outages; (3) Unplanned outages or load reductions for testing or repair, or for other plant equipment or personnel related reasons; (4) Unplanned outage extensions; and (5) Unplanned outages or load reductions that are caused or prolonged by regulatory actions taken as a result of plant equipment or personnel performance, or regulatory actions applied on a generic basis to all like plants. (E) If Adjusted Availability in any contract year during the Availability Period is less than 90% (as measured after the end of that contract year), then NuclearCo will pay to NuclearSub liquidated damages ("**Availability Damages**"). The Availability Damages will be sized such that the margin paid to NuclearCo under paragraph 7(B)(iii) for that contract year will (after payment of the Availability Damages) have decreased on a sliding-scale basis from[redacted] (if Adjusted Availability is equal to or greater than 90%) to [redacted](if Adjusted Availability is equal to[redacted] or lower).

[23] Note to draft: to include oversupply of non-flexible production to the extent that industry practice would consider the WANO principles as treating oversupply as equivalent to lack of demand.

[24] Note to draft: to include other industrial action to the extent that industry practice would consider the WANO principles as treating other industrial action as equivalent to labour strikes.

	Topic	Principles
		(F) If the Joint Objective[25] is pursued, during the periods 1 November 2025 to 31 March 2026 and 1 November 2026 to 31 March 2027, NuclearCo will: (i) not schedule any planned outages except to the extent required in response to circumstances outside of NuclearCo's reasonable control or necessary to ensure nuclear safety; and (ii) use reasonable endeavours to ensure that the LTO Units are available. (G) Availability Damages will be NuclearSub's sole and exclusive remedy in respect of NuclearCo's failure to achieve an Adjusted Availability of 90% or more. (H) The Parties agree and acknowledge that: (i) the rate of Availability Damages relates to the protection of a genuine and legitimate business interest of NuclearSub, is proportionate to such interest and is not a penalty and represents a genuine pre-estimate of all losses that NuclearSub is likely to suffer as a result of NuclearCo failing to achieve an Adjusted Availability of 90% or more; and (ii) the LTO Capex Overrun Payment and the O&M Overrun Payment relate to the protection of a genuine and legitimate business interest of NuclearSub, is proportionate to such interest and is not a penalty and represents a genuine pre-estimate of all losses that NuclearSub is likely to suffer as a result of a Cost Overrun. (I) In the event that the Availability Damages, LTO Capex Overrun Payment and/or O&M Overrun Payment are found to be void or unenforceable for any reason, NuclearCo shall be deemed to have agreed to such provisions that conform with the maximum permitted by applicable law, and any provision of this clause exceeding such limitations will be automatically reformed accordingly, provided that the amount of Availability Damages, LTO Capex Overrun Payment and/or O&M Overrun Payment payable will never exceed the amount that would have been payable in the event that they were not void or unenforceable. (J) If in any contract year during the Run Phase and, where clause 2.2(C) (*Joint Objective*) of the Framework Agreement applies and a LTO Restart Date of 1 November 2026 or later is pursued ("**2026 Target Restart**"), in any contract year during the Initial Phase, it is determined under the annual reconciliation set out in paragraph 9(H) of the Remuneration Agreement term sheet that the aggregate revenues received by NuclearSub in respect of the Generation (including market revenues and Difference Payments) for that contract year were less than the aggregate Minimum Opex Costs Amounts for that contract year (all such terms as defined in the Remuneration Agreement term sheet), then there will be no margin payable under paragraph 7(B)(i) or (iii) on the Operating Costs, Recurring Capital Costs and Non-Recurring LTO Capital Costs attributable to the duration of planned outages which exceed the Planned Outages Allowance during such contract years. (K) If a 2026 Target Restart is being pursued and NuclearSub receives a payment under paragraph 9(I) of the Remuneration Agreement term

[25] Note to draft: to be kept aligned with the Framework Agreement.

	Topic	Principles
		sheet, there will be no margin payable under paragraph 7(B)(i) or (iii) on the Costs attributable to the duration of planned outages during the Initial Phase which exceed the Planned Outages Allowance. NuclearCo shall have no liability under this paragraph (K), and there shall be no reduction under this paragraph (K) to the margin payable, in respect of any year during the Initial Phase if the margin for that year is reduced in accordance with paragraph (J) above for the same planned outages. (L) If NuclearSub receives a payment under paragraph 9(J) of the Remuneration Agreement term sheet in respect of a Run Phase Period (as defined in the Remuneration Agreement), there will be no margin payable under paragraph 7(B)(i) or (iii) on the Costs attributable to the duration of planned outages during the relevant Run Phase Period which exceed the Planned Outages Allowance. (M) "**Run Phase**" means the period commencing on the day after the True-Up Date and expiring on the last date on which NuclearCo is licensed to operate the LTO Units under applicable laws and regulation.[26] (N) "**Planned Outages Allowance**" means: (i) in respect of any contract year during the Initial Phase: (1) ten (10) weeks of outages for the performance of the LTO Services; and (2) six (6) weeks of normal refuelling outages in respect of the LTO Units, (ii) in respect of any contract year during the Run Phase, six (6) weeks of normal refuelling outages in respect of the LTO Units.[27]
14.	**Termination**[28]	(A) Termination events and the consequences of termination to be detailed in the Transaction Documents. In principle the O&M Agreement shall be terminated only: (i) by consent between the parties; (ii) material unremedied breach by NuclearSub (with a remedy period to be agreed in the Transaction Documents) caused by default of BEGOV (including the BEGOV Shareholder) or the RA Counterparty; or

[26] Note to draft: this is expected to be 10 years post restart date and this term sheet is subject to development to reflect any legal end date other than 10 years post restart date.

[27] Note to draft: if a Joint Objective with a target restart date in 2025 is pursued, LTO planned outages allowances will be updated accordingly. For the avoidance of doubt, the allowance for LTO planned outages can be shifted to the Run Phase if not used in the Initial Phase.

[28] Note to draft: termination rights and consequences subject to further discussions and Engie reserves its position with respect to termination. To be considered further in context of termination of the Remuneration Agreement and taking into account governance structure of NuclearSub and the ability of NuclearSub to pay Fees (and other relevant considerations) in the various scenarios.

	Topic	Principles
		(iii) the RA Counterparty exercises its stop loss termination right under paragraph 3(J) of the Remuneration Agreement term sheet.[29] (B) In all cases, termination of the O&M Agreement shall be without prejudice to the ongoing obligations of NuclearCo as Nuclear Operator under applicable law and applicable contractual arrangements. (C) If the O&M Agreement is terminated in accordance with paragraphs (A)(ii) or (iii) above, NuclearSub shall pay to NuclearCo a termination fee equal to such amount as will ensure that NuclearCo recovers, together with any other payments paid or payable under the O&M Agreement, all appropriate losses, costs and expenses incurred by NuclearCo (or any member of Engie's group) as a result of such termination, the extent/categories of recoverable losses, costs and expenses to be agreed in the long-form documentation.
15.	**Limitation of liability**	(A) NuclearCo shall have no liability to NuclearSub in connection with the performance or non-performance of the Services except in respect of: (i) LTO Operator Failure; (ii) Gross Negligence or Wilful Misconduct; (iii) fraud or fraudulent misrepresentation; (iv) any matter for which it would be illegal to exclude liability; (v) any Disallowed Costs payable in accordance with paragraph 7(D) and/or 7(E); and (vi) any reduction in margin in accordance with paragraphs 9 and/or 13. (B) Neither party shall have any liability for: (i) indirect or consequential loss; or (ii) loss of profit, loss of revenue, loss of opportunity or any other economic loss (in each case, whether direct or indirect), other than: (a) in respect of NuclearCo, in respect of Availability Damages payable pursuant to paragraph 13(E); and (b) in respect of NuclearSub, the payment of the Fees. (C) Without prejudice to paragraphs (A) and (B) above and subject to paragraph (D) below: (i) in any contract year, the aggregate annual liability of NuclearCo under the O&M Agreement for the LTO Capex Overrun Payment[30], the O&M Overrun Payments, the payment of Availability Damages, the repayment of margin in accordance with paragraphs 7(D) and (E) and any reduction to the margin under paragraphs 13(J) to 13(L) ("**100% Margin Liabilities**") in each case in respect of that contract year shall be limited to the aggregate margin actually received by NuclearCo under paragraphs 7(B)(i) and (iii) in the relevant contract year; (ii) the aggregate liability of NuclearCo under the O&M Agreement for failing to comply with its obligations to procure insurances in accordance with paragraph 12 ("**Insurance Liabilities**") shall be limited to €800 million; (iii) the aggregate annual liability of NuclearCo under the O&M Agreement (excluding the 100% Margin Liabilities and the

[29] Note to draft: in such circumstances (and in certain other termination circumstances to be determined), NuclearCo will have the right to shut down the LTO Units and apply for a decommissioning license, and NuclearSub shall not prevent NuclearCo from doing so.

[30] Note to draft: see footnote 12.

	Topic	Principles
		Insurance Liabilities) in any contract year shall be limited to €200 million for that contract year ("**Annual Cap**");[31] and (iv) the aggregate liability of NuclearCo under the O&M Agreement (excluding the 100% Margin Liabilities and the Insurance Liabilities) shall be limited to €400 million ("**Aggregate Cap**"). (D) Paragraph (C) above shall not limit NuclearCo's liability in respect of the following: (i) fraud or Wilful Misconduct of NuclearCo; (ii) fines or penalties imposed on NuclearSub resulting from a breach by NuclearCo of mandatory applicable laws; (iii) the repayment of Disallowed Costs that fall within limb (i) of the definition of Disallowed Costs; and (iv) repayment of amounts advanced by NuclearSub to NuclearCo pursuant to the O&M Agreement for the provision of Services but not actually expended by NuclearCo in connection with the performance of the Services. (E) Appropriate cap on NuclearSub's liabilities to be agreed in the O&M agreement.
16.	**Governing law and dispute resolution**	To be consistent with the Framework Agreement.

[31] Note to draft: on completion of the LTO Services the annual cap in each contract year during which the LTO Services were provided will be recalculated taking into account any adjustments to margin in accordance with this term sheet and any liability paid by NuclearCo in excess of the revised annual cap shall be reimbursed by NuclearSub to NuclearCo.

Appendix

"**LTO Operator Failure**" means any material action and/or material failure to act by NuclearCo (in its capacity as a licensed nuclear operator) that would not have been undertaken or committed by a licensed operator of a nuclear power plant, seeking in good faith to perform its contractual, legal and regulatory obligations, and exercising the degree of diligence, skill, care and prudence reasonably expected of a licensed nuclear operator engaged in the same or similar type of undertaking and under the same or similar circumstances and conditions, taking into account all applicable factors at the relevant time including (to the extent relevant):

1. applicable law and regulation;

2. applicable safety, security and technical considerations;

3. the age and condition of the LTO Units;

4. the fact that all actions and/or failures to act prior to the date of the Initial HOT were decided upon by Electrabel in the absence of an LTO scenario;

5. the fact that the LTO has been required to be implemented within a substantially compressed time period for a project of that nature; and

6. any external events or circumstances, or third party actions or omissions (including the Belgian State's or any competent authorities' breach of (i) any obligations under any Transaction Documents or (ii) applicable law and regulation, and including the actions or omissions of any sub-contractors), in each case provided that such events, circumstances, actions or omissions are not caused by any member of the Engie group ("**Engie Party**") and are outside of the reasonable control of the relevant Engie Party,

in each case provided that: (1) any action taken, or omission to act made, by NuclearCo in good faith in response to, or otherwise in connection with, an Emergency or at the request of any competent authority shall not constitute an applicable LTO Operator Failure; and (2) BEGOV shall bear the burden and risk of proof in establishing that any applicable LTO Operator Failure has occurred (subject to NuclearCo and ENGIE SA providing, or procuring the provision of, all relevant information to BEGOV within the possession or control of any member of ENGIE SA's group).

"**Emergency**" means a condition, event, circumstance or situation that arises or occurs, or is reasonably likely to arise or occur, that presents or is reasonably likely to present a threat to: (i) the health, safety or security of persons; (ii) property; (iii) the security or physical integrity of the LTO Units; or (iv) the environment.

Schedule 9
Remuneration Agreement – Term Sheet

*This term sheet sets out the principles agreed between The Belgian State and Electrabel in relation to the remuneration agreement to be put in place in respect of the extension of the lifetime of the LTO units (the "**Remuneration Agreement**").*[1]

	Topic	Principles
1.	**Parties**	(A) The parties to the Remuneration Agreement will be NuclearSub and the RA Counterparty. (B) The RA Counterparty, which will be a BEGOV owned and controlled entity at all times, is to be confirmed[2]. (C) The Remuneration Agreement will cover all generation from the LTO Units. In order to achieve this, a parallel arrangement shall be entered into between the RA Counterparty and EDF Luminus to ensure *pari passu* treatment between NuclearSub and EDF Luminus.
2.	**Term**	The term shall be the period commencing on the date of signing of the Remuneration Agreement until the earlier of: (i) the last date on which NuclearCo is licensed to operate one or both LTO Units under applicable laws and regulation[3]; and (ii) the date of any early termination in accordance with the terms and conditions of the Remuneration Agreement.
3.	**Termination and suspension**[4]	*Pre-LTO Restart Date Termination* (A) If the LTO Restart has not been achieved prior to 2029 (the "**Longstop Date**") other than as a result of a qualifying change in law[5], a political[6] Force Majeure Event (as defined below) or technical or economic unfeasibility (as contemplated in paragraphs 3(C) and 3(D) of this term sheet), then the RA Counterparty shall have the right, but not the obligation, to terminate the Remuneration Agreement with immediate effect. If the RA Counterparty so elects to terminate the Remuneration Agreement, then NuclearSub's shareholders will inject

[1] Note: this term sheet is subject to development depending on whether the Joint Objective is pursued or clause 2.2(c) (Joint Objective) of the Framework Agreement applies and a LTO Restart Date of 1 November 2026 or later is pursued.

[2] Note: Engie's view of the RA Counterparty's capability to fund its payment obligations for each aspect of the Remuneration Agreement will take into account, but will not be wholly based on, the suretyship to be provided by the Belgian State. However, Engie expects the RA Counterparty to be sufficiently capitalised and to have sufficient liquidity.

[3] Note: this is expected to be 10 years post restart date and this term sheet is subject to development to reflect any legal end date other than 10 years post restart date. The Remuneration Agreement needs to continue to apply if the legal end date for one unit is before the other. As payments are linked to generation, the Remuneration Agreement surviving the first legal end date would not require difference payments to be made in respect of the unit that has stopped generating.

[4] Note: termination rights and consequences subject to further discussion and Engie reserves its position with respect to termination. To be coherent with the position on termination in the O&M Agreement and to be aligned with the economic model document, once finalised. This term sheet, and in particular the termination rights and consequences of termination, are acceptable to Engie on the basis that the generation licence would not place NuclearCo under any obligation to generate.

[5] Note: this definition will be agreed in the long-form Remuneration Agreement, to be consistent with the principles set out in key principle 3 in Schedule 2 (*Legal Protections*) to the Framework Agreement.

[6] Note: the definition of 'political Force Majeure Event' will be agreed in the long-form Remuneration Agreement, to be consistent with the principles set out in key principle 3 in Schedule 2 (*Legal Protections*) to the Framework Agreement.

	Topic	Principles
		capital on a 50:50 basis to enable NuclearSub to repay any outstanding amounts under the SDC Loan (as defined below) in full. (B) If the LTO Restart Date of both LTO Units cannot be achieved as a result of a qualifying change in law or political Force Majeure Event, then: (i) either party shall have the right, but not the obligation, to terminate the Remuneration Agreement with immediate effect; and (ii) if either party so elects to terminate the Remuneration Agreement, then NuclearSub shall be entitled to draw down under the SDC Loan an amount equal to any Shut-down Period Costs incurred by NuclearSub up to, and including, the date of termination to the extent not already drawn down under the SDC Loan. For the avoidance of doubt, if either party so elects to terminate the Remuneration Agreement, then the SDC Loan shall be extinguished and NuclearSub shall have no obligation to repay any outstanding amounts under the SDC Loan nor shall it have any liability in respect of any Shut-down Period Costs. (C) If NuclearCo determines, after consultation with NuclearSub, that it is not technically feasible to achieve the LTO Restart Date of both LTO Units in accordance with applicable laws, regulation and/or nuclear safety requirements due to reasonably[7] unforeseeable conditions which become known during inspections or LTO Unit outages, then either party shall have the right, but not the obligation, to terminate the Remuneration Agreement following a notice period to be specified in the long-form Remuneration Agreement. If the Remuneration Agreement terminates in accordance with this paragraph 3(C), then NuclearSub's shareholders will inject capital on a 50:50 basis to enable NuclearSub to repay any outstanding amounts under the SDC Loan (as defined below) in full. (D) If NuclearCo determines, after consultation with NuclearSub, that it is not economically feasible to achieve the LTO Restart Date of both LTO Units in accordance with applicable laws, regulation and/or nuclear safety requirements due to reasonably unforeseeable conditions which become known during inspections or LTO Unit outages, then the parties (acting reasonably and in good faith) shall discuss whether or not to terminate the Remuneration Agreement and, if the parties agree to terminate the Remuneration Agreement, then the Remuneration Agreement shall terminate with immediate effect. If the Remuneration Agreement terminates in accordance with this paragraph 3(D), then NuclearSub's shareholders will inject capital on a 50:50 basis to enable NuclearSub to repay any outstanding amounts under the SDC Loan (as defined below) in full. (E) If, on or before the expiry of a defined review period to be specified in the long-form Remuneration Agreement: (i) both of the parties agree not to terminate the Remuneration Agreement under paragraph 3(C) of this term sheet; or (ii) either of the parties does not agree to, or both of the parties agree not to, terminate the Remuneration Agreement under paragraph 3(D) of this term sheet,

[7] Note: in these circumstances and in paragraphs 3(D) and 3(F) of this term sheet, 'reasonable' shall be tested by reference to a nuclear operator acting in accordance with good industry practice.

	Topic	Principles
		then the parties (acting reasonably and in good faith) shall discuss with a view to agreeing the extent to which the True-up Date (as defined below) is adjusted to reflect revised projections of the time required to carry out the LTO works. (F) For the purposes of paragraph 3(D) of this term sheet, it shall not be economically feasible to achieve the LTO Restart Date of both LTO Units in accordance with applicable laws, regulation and/or nuclear safety requirements if, as a result of reasonably unforeseeable conditions which become known during inspections or LTO Unit outages: (i) it is technically feasible to achieve the LTO Restart Date of both LTO Units in accordance with applicable laws, regulation and/or nuclear safety requirements were NuclearCo to do those acts, matters and things that NuclearCo should do, acting in such manner as not to cause an LTO Operator Failure (as defined in Appendix 1 to this term sheet); and (ii) where, if NuclearCo were to do those acts, matters and things that NuclearCo should do, acting in such manner as not to cause an LTO Operator Failure, the cost of achieving the LTO Restart Date of both LTO Units in accordance with applicable laws, regulation and/or nuclear safety requirements would exceed the estimate of such cost set out in the budget referred to in paragraph 5(C) of this term sheet by seventy-five per cent. (75%) or more. (G) If either party disagrees with NuclearCo's determination under paragraph 3(C) or 3(D) of this term sheet, then that party may refer the matter to expert determination (with the costs of any such expert to be borne by NuclearCo and the RA Counterparty on a 50:50 basis) prior to the expiry of the relevant termination notice period and the Remuneration Agreement shall not terminate unless the expert determines that NuclearCo's determination is correct. *Operations Cessation Event* (H) If an Operations Cessation Event occurs after the LTO Restart Date, then either party shall have the right, but not the obligation, to terminate the Remuneration Agreement with immediate effect. "**Operations Cessation Event**" means a change in law or regulation[8], change imposed by a competent authority (including FANC) or a Force Majeure Event, in each case which permanently prevents the ongoing operation of the LTO Units. A "**Force Majeure Event**" shall be any event or circumstance that is beyond the reasonable control of the affected party that it could not reasonably have avoided or overcome but shall not include any insufficiency of funds or inability to obtain financing. If the Remuneration Agreement terminates in accordance with this paragraph 3(H) (except where the relevant Operations Cessation Event is a Force Majeure Event other than a political Force Majeure Event), then the SDC Loan shall be extinguished and NuclearSub shall have no obligation to repay any

[8] Note: this definition will be agreed in the long-form Remuneration Agreement, to be consistent with the principles set out in key principle 3 in Schedule 2 (*Legal Protections*) to the Framework Agreement.

	Topic	Principles
		outstanding amounts under the SDC Loan nor shall it have any liability in respect of any Shut-down Period Costs. If the Remuneration Agreement terminates in accordance with this paragraph 3(H) where the relevant Operations Cessation Event is a Force Majeure Event other than a political Force Majeure Event, then NuclearSub's shareholders will inject capital on a 50:50 basis to enable NuclearSub to repay any outstanding amounts under the SDC Loan (as defined below) in full. *Termination – General* (I) The RA Counterparty shall have the right, but not the obligation, at any time to terminate the Remuneration Agreement if any of the following events occurs in respect of NuclearSub: (i) insolvency; (ii) non-payment by NuclearSub of any amount in excess of a threshold to be specified in the long-form Remuneration Agreement [9] due and payable by NuclearSub under the Remuneration Agreement where such non-payment is not remedied after expiry of a typical grace period (excluding where such non-payment is caused by or is a result of: (i) a breach by the RA Counterparty of its obligations (including its payment obligations and obligation to procure that the SDC Loan is made available by a BEGOV entity to NuclearSub) under the Remuneration Agreement); and/or (ii) a breach by BEGOV (or the relevant BEGOV entity) of its funding obligations under the shareholder arrangements in respect of NucleaSub[10]); or (iii) material breach by NuclearSub of any material obligation under the Remuneration Agreement (excluding any payment obligations) where such breach is not remedied after expiry of a typical grace period (excluding where such breach is caused by or is a result of an action or inaction of the RA Counterparty (or its direct or indirect shareholders or BEGOV) or breach by the RA Counterparty of its obligations (including its payment obligations) under the Remuneration Agreement), and, where such event was caused by BEGOV, if the RA Counterparty terminates the Remuneration Agreement in accordance with this paragraph 3(I), then the SDC Loan shall be extinguished and NuclearSub shall have no obligation to repay any outstanding amounts under the SDC Loan nor shall it have any liability in respect of any Shut-down Period Costs. Where such event was not caused by BEGOV, then NuclearSub's shareholders will inject capital on a 50:50 basis to enable NuclearSub to repay any outstanding amounts under the SDC Loan (as defined below) in full.

[9] Note: threshold to be set to ensure that termination rights apply only in respect of non-payment of a material amount (assessed by reference to the typical quantum of payments under the Remuneration Agreement).

[10] Note: this carve-out is intended to cover actions / inactions by BeGov generally and the RA Counterparty which result in NuclearSub not being funded or otherwise being unable to make a payment. As such, the scope of this carve-out remains under review, and the carve-out may therefore be expanded, as the transaction structure develops.

	Topic	Principles
		(J) The RA Counterparty shall have the right, but not the obligation, at any time to terminate the Remuneration Agreement for the breach by NuclearSub of certain material obligations under the Remuneration Agreement (to be specified in the long-form Remuneration Agreement), where such breach is not remedied after expiry of a typical grace period and is a result of NuclearSub's 'Willful Misconduct' (as defined in the Framework Agreement) (excluding where such breach is caused by or is a result of an action or inaction of the RA Counterparty (or its direct or indirect shareholders or BEGOV) or breach by the RA Counterparty of its obligations (including its payment obligations) under the Remuneration Agreement). If the RA Counterparty so elects to terminate the Remuneration Agreement, then NuclearCo shall: (i) repay any outstanding amounts under the SDC Loan (as defined below) in full; (ii) pay to BEGOV an amount equal to fifty per cent. (50%) of the total Non-Recurring Capital Costs; and (iii) pay to NuclearSub an amount equal to one hundred per cent. (100%) of Break Fees (as defined below). (K) The RA Counterparty shall have a stop loss termination right that it can exercise at any time by giving to NuclearSub prior written notice (notice period to be agreed in the long-form Remuneration Agreement) [11] . If the Remuneration Agreement terminates in accordance with this paragraph 3(K), then the SDC Loan shall be extinguished and NuclearSub shall have no obligation to repay any outstanding amounts under the SDC Loan nor shall it have any liability in respect of any Shut-down Period Costs. (L) NuclearSub shall have the right, but not the obligation, at any time to terminate the Remuneration Agreement if any of the following events occurs in respect of the RA Counterparty: (i) insolvency; (ii) non-payment by the RA Counterparty of any amount in excess of a threshold[12] to be specified in the long-form Remuneration Agreement due and payable by the RA Counterparty under the Remuneration Agreement where such non-payment is not remedied after expiry of a typical grace period; or (ii) material breach by the RA Counterparty of any material obligation under the Remuneration Agreement (excluding any payment obligations but including any credit support obligations) where such breach is not remedied after expiry of a typical grace period, and, if NuclearSub terminates the Remuneration Agreement in accordance with this paragraph 3(L), then the SDC Loan shall be extinguished and NuclearSub shall have no obligation to repay any outstanding amounts under the SDC Loan nor shall it have any liability in respect of any Shut-down Period Costs.

[11] Note: in such circumstances (and, potentially, other termination circumstances to be discussed and agreed in the long-form Remuneration Agreement), NuclearCo will have the right to shut down the LTO Units and apply for a decommissioning license, and NuclearSub shall not prevent NuclearCo from doing so.

[12] Note: as above.

	Topic	Principles
		Suspension (M) Without prejudice to NuclearSub's termination right set out in paragraph 3(L) of this term sheet or the RA Counterparty's termination right set out in paragraph 3(I) of this term sheet (as applicable), if there is a non-payment by either party of any amount due and payable by that party under the Remuneration Agreement, then the other party shall be entitled to: (i) suspend the payment of any amounts due and payable by the non-defaulting party under the Remuneration Agreement until the relevant non-payment is remedied in full (whether by way of a payment by the defaulting party, exercise of the set-off rights set out in paragraph 3(M)(ii) of this term sheet, or otherwise); and (ii) set off the amount of the relevant non-payment (in whole or in part) against any amounts due and payable by the non-defaulting party under the Remuneration Agreement. *Termination Fee* (N) If the RA Counterparty terminates the Remuneration Agreement under paragraph 3(A) of this term sheet where the inability or failure (as applicable) to achieve the LTO Restart prior to the Longstop Date is a result of NuclearSub's 'Gross Negligence' (as defined in the Framework Agreement and other than where caused by BEGOV)) or paragraph 3(I) of this term sheet (other than where the relevant event was caused by BEGOV), then NuclearCo shall pay to NuclearSub an amount equal to one hundred per cent. (100%) of Break Fees. (O) If either party terminates the Remuneration Agreement in accordance with paragraph 3(B), 3(H) (except where the relevant Operations Cessation Event is a Force Majeure Event other than a political Force Majeure Event), 3(I) (where the relevant event was caused by BEGOV), 3(K) or 3(L) of this term sheet, then the RA Counterparty shall pay to NuclearSub a termination fee equal to: (i) such amount as will ensure that NuclearSub recovers, together with any other payments paid or payable under the Remuneration Agreement, the total Non-Recurring Capital Costs plus an amount equal to the Base Case Project IRR (as defined below) for such Non-Recurring Capital Costs; plus (ii) an amount equal to one hundred per cent. (100%) of Break Fees. (P) If either party terminates the Remuneration Agreement in accordance with: (i) paragraph 3(A) of this term sheet (other than where the inability or failure (as applicable) to achieve the LTO Restart prior to the Longstop Date is a result of NuclearSub's 'Gross Negligence' (as defined in the Framework Agreement and other than where caused by BEGOV)); (ii) paragraph 3(C) of this term sheet; (iii) paragraph 3(D) of this term sheet; or (iv) paragraph 3(H) of this term sheet where the relevant Operations Cessation Event is a Force Majeure Event other than a political Force Majeure Event, then the RA Counterparty shall pay to NuclearSub a termination fee equal to:

	Topic	Principles
		(i) such amount as will ensure that NuclearSub recovers, together with any other payments paid or payable under the Remuneration Agreement, fifty per cent. (50%) of the total Non-Recurring Capital Costs; plus (ii) an amount equal to fifty per cent. (50%) of Break Fees. (Q) Termination of the Remuneration Agreement for any reason shall be without prejudice to any accrued rights or liabilities of either party. (R) "**Break Fees**" means[13]: (i) break fees or termination fees in NuclearSub's or NuclearCo's contracts with non-Engie related parties (in each case provided that NuclearCo and/or NuclearSub has, subject to materiality thresholds [14] to be set out in the long-form Remuneration Agreement, provided the relevant contract to the RA Counterparty); (ii) break fees or termination fees in contracts with Engie-related parties on the basis of the back-to-back arrangements with non-Engie related parties or to the extent arrangements with Engie-related parties are otherwise foreseen in contracts with NuclearSub (in each case provided that NuclearCo and/or NuclearSub has, subject to materiality thresholds to be set out in the long-form Remuneration Agreement, provided the relevant contract to the RA Counterparty); or (iii) break fees or termination fees in a specified list of contracts to be set out in the long-form Remuneration Agreement (including the O&M Agreement, AMSA (as defined below), EMSA (as defined below) and fuel supply agreement).
4.	**SDC Loan**	(A) From (i) in respect of "Doel 4", 1 July 2025; and (ii) in respect of "Tihange 3", 1 September 2025, in each case (the "**Legal End Date**"), the RA Counterparty shall procure that a non-recourse, unsecured, interest-bearing[15] facility is made available by a BEGOV entity to NuclearSub (the "**SDC Loan**"). NuclearSub shall be entitled to draw down under the SDC Loan from time to time amounts equal to any Shut-down Period Costs (as defined below) incurred, or expected to be incurred in the following month, by NuclearSub. NuclearSub shall apply all amounts drawn down under the SDC Loan to funding Shut-down Period Costs[16]. The SDC Loan will be sized to reflect the

[13] Note: the precise scope and categories of break fees and termination fees will be discussed and agreed in the long-form Remuneration Agreement.

[14] Note: the materiality thresholds referred to in this paragraph 3(R) will be discussed and agreed in the long-form Remuneration Agreement, set at a level that is not unduly operationally burdensome.

[15] Note: interest rate to be agreed in the long-form Remuneration Agreement.

[16] Note: in the Joint Objective, the SDC Loan will be used to pay the Project Overall Operating Costs and Recurring Capital Costs during the period prior to the True-up Date to avoid triggering a Minimum Opex Costs Amount payment (please see paragraph 9(L) of this term sheet). As such, in the Joint Objective, any repayment of the SDC Loan on termination of the Remuneration

	Topic	Principles
		estimated amount of the Shut-down Period Costs, together with an appropriate buffer, and will be adjusted from time to time to reflect revised estimates of the amount of the Shut-down Period Costs. (B) "**Shut-down Period Costs**" means any direct operation and maintenance costs reasonably and properly[17] incurred from, and including, the relevant Legal End Date to, and including, the relevant LTO Restart Date in respect of maintaining the LTO Units and all assets that cannot be separated from the LTO Units and all relevant personnel, in each case to enable the restart of each of the LTO Units, which shall include (amongst others) the relevant costs falling within the scope of the operation and maintenance agreement (the "**O&M Agreement**") and energy management services agreement (the "**EMSA**"), in each case to be entered into as part of the Potential Transaction[18], as well as insurances, local compensation and taxes.[19] (C) The Remuneration Agreement will include a reconciliation mechanism to address any difference between the estimated and the actual Shut-down Period Costs with such reconciliation to be completed no later than 2 months following the LTO Restart Date or any earlier date of termination of the Remuneration Agreement[20]. (D) From the True-up Date, NuclearSub shall make payments in respect of the outstanding amount under the SDC Loan on a *pari passu* basis with the portion of any distributions to NuclearSub's shareholders that are in respect of the Project IRR. For the avoidance of doubt any such payments shall be subordinated to any payments or distributions to NuclearSub's shareholders in respect of funding provided to, or capital invested in, NuclearSub by NuclearSub's shareholders. (E) If, at the expiry of the Remuneration Agreement, there are amounts outstanding under the SDC Loan, then the SDC Loan shall be extinguished and NuclearSub shall have no obligation to repay any outstanding amounts under the SDC Loan nor shall it have any liability in respect of any Shut-down Period Costs.
5.	**Initial Strike Price and Market Price Risk Sharing Grid**	(A) The mechanics of the Original Financial Model (as defined below) will be agreed prior to signing of the Remuneration Agreement and will be based upon a set of preliminary assumptions with respect to the technical, commercial, economic and financing aspects of the extension of the LTO Units for the purpose of producing financial projections and projected cash flows (including as updated in

Agreement contemplated in this term sheet would apply only in respect of the portion of the loan drawn down in respect of pre-LTO Restart Date costs.

[17] Note: in this context, 'reasonably and properly incurred' will be assessed by reference to the context of the LTO (i.e., as detailed in the definition LTO Operator Failure).

[18] Note: the Transaction Documents will need to cater for all other relevant costs to be incurred under any separate arrangements and the references to the "O&M Agreement" and "energy management services agreement" only are for illustrative purposes.

[19] Note: the 'Shut-down Period Costs' will exclude any amounts funded under the JDA (such costs being subject to a separate funding arrangement as set out in the JDA).

[20] Note: in the case of the Joint Objective, such reconciliation to be made no later than the True-up Date.

	Topic	Principles
		accordance with paragraph 5(C) of this term sheet, the "**Original Assumptions**")[21]. (B) The Initial Strike Price shall be calculated using the Original Financial Model to: (i) provide for the recovery of all historical costs to the extent incurred in connection with the LTO extension (including costs incurred in relation to assets that cannot be separated from the LTO Units to enable the restart of the LTO Units but excluding costs incurred prior to the date of the LOI (being 21 July 2022)) and all projected Operating, Capital and Financing Costs (as defined below but excluding Shut-down Period Costs); (ii) provide for the recovery of all estimated Shut-down Period Costs, together with the total interest estimated to be incurred under the SDC Loan, with the SDC Loan to be treated for the purposes of this paragraph 5(B) as having a repayment schedule over the remaining term of the Remuneration Agreement (as at the date on which the Initial Strike Price is calculated under this paragraph 5(B)) where principal and interest is repaid in accordance with an estimated repayment profile calculated using the Original Financial Model to reflect the estimated SDC Loan repayments to be made under paragraph 4(D) of this term sheet; and (iii) achieve the Base Case Project IRR. (C) NuclearSub shall calculate the initial strike price (the "**Initial Strike Price**") in accordance with paragraph 5(B) of this term sheet as soon as is reasonably practicable after the extension of the LTO Units is designed and accepted by the nuclear safety authority and a budget, covering all costs incurred or expected to be incurred in respect of, or in connection with, the extension of the LTO Units (including the assets that cannot be separated from the LTO Units) from the date of the LOI (being 21 July 2022) until the last date on which NuclearCo is licensed to operate one or both LTO Units under applicable laws and regulations, has been agreed or determined[22] and, in any case, prior to the LTO Restart Date. NuclearSub shall, prior to calculating the Initial Strike Price in accordance with this paragraph 5(C), update the Original Assumptions including to reflect such agreed or determined budget. (D) At the same time as calculating the Initial Strike Price, NuclearSub shall calculate: (i) the "**Lower Threshold Strike Price**", calculated in the same manner as the Initial Strike Price in accordance with paragraph

[21] Note: these assumptions are currently documented in the Assumption Book distributed to BeGov, subject to updates prior to the signing of the Remuneration Agreement.

[22] Note: calculation of the initial strike price will require a budget to have been agreed for the entire project covering, amongst other things, all capex, opex and fuel costs. The majority of this budget will be the O&M budget. However, certain items (e.g., fuel costs) will sit outside the O&M budget and so, for these purposes, a project-wide budget will be required. To be considered further in which document it is most appropriate to set out the process to agree this budget, but Engie's initial view is that this process should be set out in the NuclearSub shareholders' agreement.

	Topic	Principles
		5(B) of this term sheet except that the Base Case Project IRR shall be replaced with a Project IRR of six per cent. (6%); and (ii) the "**Higher Threshold Strike Price**", calculated in the same manner as the Initial Strike Price in accordance with paragraph 5(B) of this term sheet except that the Base Case Project IRR shall be replaced with a Project IRR of eight per cent. (8%). (E) The delta between the Initial Strike Price and the Lower Threshold Strike Price will be divided by thirty (30) and the relevant amount will be used to populate 'y' in the grid of difference payment adjustments in the format set out in Appendix 2 to this term sheet (the "**Market Price Risk Sharing Grid**"). (F) The delta between the Initial Strike Price and the Higher Threshold Strike Price will be divided by thirty (30) and the relevant amount will be used to populate 'x' in the Market Price Risk Sharing Grid.
6.	**Strike Price True-Up**	(A) NuclearSub shall update the Original Financial Model (as at the True-up Date[23]) as soon as is reasonably practicable after the True-up Date to reflect: (i) the actual LTO Restart Date of each of the LTO Units (as compared to the expected restart date(s) set out in such Original Financial Model) and the remaining term of the Remuneration Agreement, which for the avoidance of doubt will determine the period during which the Generation will be taken into account in calculating the Revised Strike Price in accordance with paragraph 6(E) of this term sheet; (ii) subject to paragraph 6(B) of this term sheet, the Original Assumptions as updated to reflect the actual Operating, Capital and Financing Costs (excluding Shut-down Period Costs) incurred (and the time at which they were incurred), and the revised projected Operating, Capital and Financing Costs (including any revision to the time at which those Operating, Capital and Financing Costs are projected to be incurred but excluding Shut-down Period Costs)[24], in each case as at the True-up Date; (iii) the actual Shut-down Period Costs[25] together with the total interest incurred and projected to be incurred under the SDC Loan, with the SDC Loan to be treated for the purposes of this paragraph 6(A) as having a repayment schedule over the remaining term of the Remuneration Agreement (as at the True-up Date) where principal and interest is repaid in accordance with an estimated repayment profile calculated using such Original Financial Model (as updated as

[23] Note: the Original Financial Model may have been updated to reflect strike price adjustments under paragraph 8(B) of this term sheet prior to the True-up Date.

[24] Note: it is anticipated that these costs would be as set out in an updated version of the LTO budget (i.e., the project-wide budget) used to set the initial strike price (please see paragraph 5(C) of this term sheet). Accordingly, if any LTO extension capex is not fully incurred as at the True-up Date, then the true-up would be calculated by reference to the budgeted amounts.

[25] Note: in the Joint Objective, Shut-down Period Costs may remain to be incurred after the True-up Date and, as such, this adjustment may need to provide for revised projections of such costs.

	Topic	Principles
		contemplated in the remainder of this paragraph 6(A)) to reflect the estimated SDC Loan repayments to be made under paragraph 4(D) of this term sheet; and (iv) actual planned outages and actual outages for LTO works prior to the True-up Date, provided that if and to the extent any outage for LTO works contemplated in the Original Financial Model (each a "**Scheduled Outage**") has not been fully utilised as at the True-up Date, such unutilised portion of that Scheduled Outage may be moved into (and used in) the post-True-up Date period to carry out LTO works, or the parties may agree to amend the True-up Date to reflect the time required to carry out the LTO works (the "**Updated Financial Model**"). For the avoidance of doubt, such Original Financial Model shall not be updated to reflect actual unplanned unavailability in the period prior to the True-up Date. (B) Such Original Financial Model will not be updated under paragraph 6(A) of this term sheet to reflect any change to actual Costs (as defined in the O&M Agreement term sheet) to the extent that the relevant costs: (i) do not relate to the LTO Units and/or the supporting installations and/or infrastructure required for the purpose of the operations of the LTO Units and related waste treatment; (ii) are caused by a material breach of contractual or regulatory obligations by a member of the Engie group (excluding NuclearSub or NuclearCo); or (iii) are incurred by NuclearCo as a direct result of an LTO Operator Failure(such costs being "**Disallowed Costs**"). For the avoidance of doubt, costs incurred due to a breach by NuclearCo's sub-contractors (excluding any members of the Engie group) will not constitute a Disallowed Cost (unless and to the extent such costs were incurred as a direct result of NuclearCo's LTO Operator Failure in managing those subcontracts). Any dispute with respect to Disallowed Costs may be referred to expert determination. (C) The RA Counterparty shall have a prescribed period of time in which to review the Updated Financial Model and: (i) approve the Updated Financial Model; or (ii) raise an objection to any part of the Updated Financial Model on the basis that the Updated Financial Model has not been prepared in accordance with the principles set out in paragraphs 6(A) and 6(B) of this term sheet. If the RA Counterparty fails to respond within the prescribed time period, then it shall be deemed to have approved the Updated Financial Model. If the RA Counterparty objects to any part of the Updated Financial Model, then the parties (acting reasonably and in good faith) shall discuss the Updated Financial Model with a view to agreeing the Updated Financial Model. If the parties cannot agree the Updated Financial Model within a prescribed period of time, then the relevant dispute may be referred to expert determination. (D) The "**True-up Date**" shall be the earlier to occur of: (i) the final calendar day in the calendar month in which the earliest of the following occurs: (a) the date on which at least ninety per cent. (90%) of the latest estimate of total LTO Costs has been incurred; and

	Topic	Principles
		(b) the date that is three (3) years after the approval of the 'PSR' synthesis report[26]; and[27] (iii) 31 December 2028. (E) NuclearSub shall use the Updated Financial Model to calculate a revised strike price (the "**Revised Strike Price**") to the extent required to ensure that, following the application of adjustments as set out in paragraph 6(A) of this term sheet, the unlevered project cash flows considering all historical and projected Operating, Capital and Financing Costs and Shut-down Period Costs (including interest under the SDC Loan) at the time they were, or are expected to be, incurred achieve the Base Case Project IRR. For the avoidance of doubt, the calculation of the Revised Strike Price shall take into account the aggregate revenues received by NuclearSub in respect of the Generation (including market revenues and Difference Payments (as defined below)) prior to the True-up Date. (F) At the same time as calculating the Revised Strike Price, NuclearSub shall use the Updated Financial Model to recalculate the Lower Threshold Strike Price, Higher Threshold Strike Price and to populate an updated version of the Market Price Sharing Grid on the basis of such recalculated amounts.
7.	**IRR**	(A) The "**Project IRR**" means the project nominal rate of return denominated in Euros computed using the unlevered free cash flows of NuclearSub from the date of signing of the Remuneration Agreement until the expiry or termination of the Remuneration Agreement. All costs incurred prior to the date of signing the Remuneration Agreement will be capitalised as from the date they were incurred at the Base Case Project IRR and factored into the Strike Price in the Original Financial Model and therefore in the Project IRR calculation. The Project IRR shall be calculated in respect of any period of not less than six months based on the amounts and timing of capital requirements of NuclearSub or before incorporation of NuclearSub as per the JDA and Framework Agreement to meet its costs requirements and the amounts and timing of the free cash flows from the project received by NuclearSub. (B) The "**Base Case Project IRR**" means a Project IRR (as set out in the Original Financial Model) of seven percent (7%).
8.	**LTO Model**	(A) The "**Original Financial Model**", which is to be in agreed form as at the date of signing of the Remuneration Agreement and updated in accordance with paragraph 8(B) of this term sheet, will be a financial computer model in respect of the extension of the LTO Units, showing reasonably detailed financial projections for the LTO extension over a period ending no sooner than ten years beyond the LTO Restart Date, showing the good faith estimates of revenue, operating expenses, capex, financing costs and other related items for the LTO extension.

[26] Note: on the assumption that the applicable regulation will require that necessary works have to be achieved within such period.

[27] Note: in the circumstances set out in paragraph 6(D)(i) of this term sheet, the calculation of the Revised Strike Price will take place at the end of the month following the month in which the relevant trigger occurs, 'as at' the True-up Date.

	Topic	Principles
		(B) In addition to the update to the Original Financial Model set out in paragraph 6 of this term sheet, the Original Financial Model or Updated Financial Model (as applicable) will be updated by NuclearSub to reflect the impact of any Strike Price adjustment under paragraph 10 of this term sheet.[28] The process set out in paragraph 6(C) of this term sheet shall apply *mutatis mutandis* to any update of the Original Financial Model or Updated Financial Model (as applicable) under this paragraph 8(B). (C) The "**Operating, Capital and Financing Costs**" will comprise, in respect of any period, all costs, liabilities and expenses incurred (or, for the purpose of any forecast, projected to be incurred) on or after 21 July 2022 (being the date of the letter of intent entered into in respect of the LTO Units) in respect of, or in connection with, the extension of the LTO Units[29] (including the assets that cannot be separated from the LTO Units), including (without limitation)[30][31]: (i) the residual value of the agreed list of assets to be contributed by NuclearCo to NuclearSub that are necessary for the safe and reliable operation of the LTO Units, with such residual value not to exceed 150 million euros and being calculated using an approach to reflect what such assets' fair market value would be if there was no extension of the LTO Units, it being agreed that the nuclear reactor island shall be transferred at no cost and that the relevant spare parts that would have to be acquired for the safe and reliable operation of the LTO Units are valued at their fair value[32]; (ii) changes in net working capital; (iii) operating costs including (without limitation): (a) each of the 'Operating Costs' items set out in the relevant Annual O&M Budget (each as defined in the O&M Agreement term sheet)[33], in each case plus the relevant margin due to NuclearCo set out in the O&M Agreement term sheet noting that, for the avoidance of doubt and as set out in the O&M Agreement term sheet, operational di-synergies and any positive synergies will form part of such Annual O&M Budget

[28] Note: if any Disallowed Costs are incorrectly included (or omitted) in the true-up or in any adjustment, then this will be corrected. The mechanism to implement such a correction is to be discussed and agreed in the context of the long-form Remuneration Agreement.

[29] Note: expenses would not be only to LTO units (production related buildings) but also support buildings (which will not be directly transferred to NuclearSub), for which the cost of those installations to be charged through usufruct agreements

[30] Note: costs related to the impact of decommissioning delay, relating to both the non-LTO and LTO Units, resulting (*inter alia*) in a delay in performing certain dismantling activities are covered under section 7.9(B) of the Framework Agreement.

[31] Note: this should include increased costs and/or loss of profit in connection with outages or prolongation of outages as referred to in section 8.1.A of the Framework Agreement.

[32] Note: any dispute in respect of the residual value shall be subject to an expert determination procedure.

[33] Note: this is expected to be the same budget document (as updated from time to time) as is used to set the initial strike price (please see paragraph 5(C) of this term sheet).

	Topic	Principles
		if and to the extent they relate to the LTO Units/extension of the LTO Units; (b) insurances premia or other related costs, in each case plus the relevant margin due to NuclearCo set out in the O&M Agreement term sheet; (c) local taxes and compensation, in each case plus the relevant margins due to NuclearCo set out in the O&M Agreement term sheet; (d) applicable taxes being all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any governmental authority; (e) all amount to be paid pursuant to an asset management services agreement ("**AMSA**") to be entered into in respect of the LTO Units, including any ancillary agreement that forms part of the AMSA; (f) fuel-related costs (including, without limitation, upstream, manufacturing and back-end fuel costs); (g) all costs arising out of the sale of electricity, including for the avoidance of doubt injection tariffs paid or payable to Elia and costs arising in respect of power drawn from the network for the operation of the LTO Units; (h) all amount to be paid pursuant to an energy management services agreement ("**EMSA**") to be entered into in respect of the LTO Units, including any ancillary agreement that forms part of the EMSA; (i) any other operating costs in respect of the LTO Units and/or assets that cannot be separated from the LTO Units; and (j) all Nuclear Waste and Spent Fuel Liabilities due to LTO Waste and Spent Fuel, including for the avoidance of doubt all costs in relation to characterisation, sorting, packaging, conditioning, handling, storage, transport and taxes of all Nuclear Waste managed on site[34] (together, the "**Project Overall Operating Costs**"[35]); (iv) capital costs including (without limitation): (a) development expenditures, and any expenditures incurred in relation to Development Activities (as

[34] Note: subject to review to ensure conformance with waste cap rider.

[35] Note: this definition is subject to finalisation in the long-form Remuneration Agreement, considering that all operating costs for the LTO units and related infrastructure will be covered under the Strike Price.

	Topic	Principles
		defined in the Joint Development Agreement) ("**DevEx**"); (b) LTO capital expenditures, plus the relevant margin due to NuclearCo set out in the O&M Agreement term sheet ("**LTO Capex**" and, together with DevEx, the "**LTO Costs**"); (c) all non-recurring capital costs fees and expenses (including LTO major overhauls), plus the relevant margin due to NuclearCo set out in the O&M Agreement term sheet (the "**Non-Recurring LTO Capital Costs**" and, together with the LTO Costs, the "**Non-Recurring Capital Costs**"); and (d) all recurring capital costs, fees and expenses (including minor overhauls and other maintenance capital expenditures), in each case plus the relevant margin due to NuclearCo set out in the O&M Agreement term sheet (the "**Recurring Capital Costs**") (together, the "**Capital Costs**"); and (v) financing costs including (without limitation): (a) working capital financing costs borne by Synatom in relation to Synatom ordering the fuel on behalf of NuclearSub as required to operate the LTO Units; (b) any additional working capital financing costs borne by NuclearSub, including the costs projected to be incurred in connection with securing and/or using the working capital facility and/or providing the guarantees, in each case under paragraph 9(F) of this term sheet; (c) all costs related to guarantees to be issued pursuant to the project documents; and (d) any tax liabilities arising from financing provided by NuclearSub's shareholders and any interest additions to tax or penalties applicable thereto (noting that Capital Costs may be funded in part by shareholder loans) (together, the "**Financing Costs**").
9.	**Post-LTO Restart Date Payments**[36]	(A) From the LTO Restart Date, NuclearSub shall be entitled to the Difference Payments (as defined below). NuclearSub shall submit monthly invoices to the RA Counterparty detailing the calculation of the Difference Payments for the preceding month.

[36] Note: imbalance costs will be covered by RA Counterparty. To be discussed and agreed in the long-form Remuneration Agreement, in the context of the Market Reference Price for the Remuneration Agreement, whether this will be effected by way of a direct pass through or incorporated into the strike price (together with associated strike price adjustments for changes to such charges).

	Topic	Principles
		(B) If a Difference Payment is: (i) a positive amount, then the RA Counterparty shall pay to NuclearSub such Difference Payment; and (ii) a negative amount, then NuclearSub shall pay to the RA Counterparty such Difference Payment, in each case on or before the day that is [●] business days after submission of the relevant invoice under paragraph 9(A) of this term sheet. (C) Subject to paragraph 9(D) of this term sheet, the "**Difference Payment**" for any period shall be an amount in Euros calculated as the Difference Amount multiplied by the Generation of the LTO Units, where: (i) the "**Difference Amount**" shall be an amount in Euros/MWh calculated as the Strike Price less the Market Reference Price; (ii) the "**Generation**" shall be the quarter hourly metered electricity output injection on the high voltage grid for the LTO Units for the relevant period expressed in MWh for the LTO Units[37]; (iii) the "**Strike Price**" shall be the Initial Strike Price or the Revised Strike Price (as applicable) for the relevant period, in each case as adjusted in accordance with the Remuneration Agreement from time to time (in Euros/MWh); and (iv) the "**Market Reference Price**" shall be the day-ahead hourly spot price[38] (in Euros/MWh) for the relevant period, weighted on an hourly basis by the Generation[39]. (D) In any period of one hour for which a Difference Payment is payable (i.e., Generation is more than zero (0)), the amount payable by the RA Counterparty or NuclearSub (as applicable) in respect of the Difference Payment for that period shall be reduced by an amount calculated as the Generation in that period multiplied by the 'Market Price Risk Adjustment' in the then-current Market Price Risk Sharing Grid corresponding to the ratio of:

[37] Note: the metered output will be subject to customary adjustments (to the extent there are any) applied to give a 'true' figure for metered output (e.g., transmission loss adjustments).

[38] Note: the day-ahead spot price is the published hourly price less the transaction fees applicable to the platform, expressed in Euros/MWh, for a "Base Load" delivery on the Day Ahead market as published by EPEX SPOT Belgium on its website for the relevant hour of the relevant delivery date (https://www.epexspot.com/en/market-data). If this price source is no longer available at any time, then NuclearSub will substitute an alternative price source after discussion with the RA Counterparty.

[39] Note: this term sheet and Original Financial Model is based on the assumption that the Market Reference Price will be the day-ahead hourly spot price. BEGOV is considering whether it agrees that this is the most appropriate reference price for the Remuneration Agreement. Aspects of this term sheet and the Original Financial Model would need to be revisited in the context of another Market Reference Price, among other things: (i) how any costs associated with a different Market Reference Price would be reflected to ensure NuclearSub is in the same financial position as it would have been in had the day-ahead hourly spot price been used (including appropriate allocation of hedging risks); and (ii) whether the market price sharing mechanism would need to be adjusted to reflect the initial economic balance.

	Topic	Principles
		(i) the actual market price received for the relevant period; to (ii) in respect of the period: (a) prior to the True-up Date, the Initial Strike Price; and (b) on and after the True-up Date, the Revised Strike Price (in each case excluding any adjustment thereto under the Remuneration Agreement and as rounded [up]/[down]/[to the nearest] hundredth decimal place) (the "**Market Reference Price Ratio**"). (E) If, in any month, the aggregate revenues[40] received by NuclearSub in respect of the Generation (including market revenues and Difference Payments), together with any payment under paragraph 10(E) of this term sheet received by NuclearSub), in each case in respect of the relevant month are less than the Minimum Opex Costs Amount (as defined below) for the following month (each a "**Minimum Opex Payment Month**"), then the RA Counterparty shall pay to NuclearSub an amount equal to the relevant shortfall. (F) NuclearSub shall, on or prior to the LTO Restart Date, secure a working capital facility sized to reflect the average aggregate estimated Minimum Opex Costs Amount for a period of three (3) months[41], which shall be guaranteed by each of NuclearSub's shareholders pro-rata to their shareholding in NuclearSub, the costs of which shall (for the avoidance of doubt, as set out in paragraph 8(C)(v)(b)) be reflected in the Strike Price. If the RA Counterparty is liable to make a payment under paragraph 9(E) of this term sheet then, to the extent such working capital facility is not fully utilised, the RA Counterparty may elect not to make such payment and require NuclearSub to use such working capital facility to fund the relevant Minimum Opex Costs Amount. For the avoidance of doubt, the RA Counterparty shall not be entitled to elect not to make any part of such payment in excess of the unutilised amount of such working capital facility. (G) In respect of any month, the "**Minimum Opex Costs Amount**" will be all costs payable (or expected to be payable) in that month in accordance with the provisions of the O&M Agreement (including, for the avoidance of doubt, Recurring Capital Costs but excluding the Non-Recurring Capital Costs), as well as any other operating, fuel and maintenance capex costs required for the operation of the LTO Units and any taxes related hereto. (H) The Remuneration Agreement will include an annual reconciliation mechanism to reflect the extent to which the aggregate revenues received by NuclearSub in respect of the Generation (including market revenues and Difference Payments) for that year were less than the aggregate Minimum Opex Costs Amounts for that year.

[40] Note: in this paragraph 9, references to revenues will include any revenues calculated by reference to an adjusted strike price following an adjustment under paragraph 10 of this term sheet.

[41] Note: the RA Counterparty shall be entitled, on an annual basis, to elect that the working capital facility is sized to reflect the average aggregate estimated Minimum Opex Costs Amount for a period of up to twelve (12) months (rather than three (3)). If the RA Counterparty makes such an election, the revised costs of the working capital facility shall be included in the calculation of the Initial Strike Price or Revised Strike Price (as applicable) by way of an adjustment under paragraph 10(B) of this term sheet.

	Topic	Principles
		(I) If, in respect of the period commencing on the LTO Restart Date and ending on the True-up Date, the aggregate revenues received by NuclearSub in respect of the Generation (including market revenues and Difference Payments) in respect of that period is less than the amount required to cover the Minimum Opex Costs Amount plus fifty per cent. (50%) of the accrued Non-Recurring Capital Costs spending amount (including the relevant margin set out in the O&M Agreement term sheet) for the relevant period, with each such Non-Recurring Capital Cost divided by the number of years from the date on which the relevant Non-Recurring Capital Cost accrued until last date on which NuclearCo is licensed to operate the LTO Units (the "**Accrued Non-Recurring Capital Cost Balance**"), then the RA Counterparty shall pay to NuclearSub an amount equal to such proportion of the Accrued Non-Recurring Capital Cost Balance for the relevant period that is not covered by such revenues. (J) If, in respect of each Run Phase Period, the aggregate revenues received by NuclearSub in respect of the Generation (including market revenues and Difference Payments) in respect of that Run Phase Period are less than the amount required to cover the Minimum Opex Costs Amount and the Accrued Non-Recurring Capital Cost Balance for the relevant period, then the RA Counterparty shall pay to NuclearSub an amount equal to such proportion of the Accrued Non-Recurring Capital Cost Balance for the relevant period that is not covered by such revenues. Each "**Run Phase Period**" shall be a period of three years where the first Run Phase Period shall start on the True-up Date. (K) No payment will be required to be made under paragraph 9(I) or 9(J) of this term sheet to the extent that any relevant shortfall resulted from NuclearCo's 'Gross Negligence' or 'Willful Misconduct' (as defined in the Framework Agreement[42]). (L) In the case of the Joint Objective, given the LTO outages required to perform the LTO works from November 2025 to November 2026 will be shifted into the period prior to the True-up Date, Project Overall Operating Costs and Recurring Capital Costs in the period prior to the True-up Date will be funded under the SDC Loan for the same duration of planned LTO outages.
10.	**Strike Price Adjustments**	*Indexation* (A) The Initial Strike Price and Revised Strike Price (as applicable) will be adjusted on an annual basis (upwards or downwards) to reflect the change in a weighted average of indices to be specified in the long-form Remuneration Agreement, selected to reflect the key cost drivers of Operating, Capital and Financing Costs (excluding the Financing Costs and with any portion of the Initial Strike Price or Revised Strike Price (as applicable) that is not linked to a specific index to be indexed by reference to an appropriate index to be agreed in the long-form Remuneration Agreement). *Other adjustments*

[42] Note: taking into account the applicable factors as referred to in the LTO Operator Failure definition.

	Topic	Principles
		(B) The Initial Strike Price and Revised Strike Price (as applicable) will be adjusted as required from time to time to reflect: (i) any qualifying change in law[43]; (ii) any: (a) grid or transmission line unavailability and/or restrictions; (b) lack of demand [44] (reserve shutdown, economic shutdown or modulation or load following); (c) environmental limitations due to natural hazards (such as low cooling pond level, water intake restrictions, earthquake or deluges); (d) labour strikes[45]; (e) fuel coast downs; (f) fuel conservation directed by any regulatory authority; or (g) seasonal variations in gross dependable capacity due to cooling water temperature variations, in each case, except to the extent that the relevant event or circumstance could have been controlled, prevented or notably influenced by NuclearCo; (iii) any increases in transmission charges (or similar charges) or insurance charges payable in relation to the LTO Units; (iv) any period in which a Force Majeure Event is affecting the LTO Units and/or the generation and export of electricity from the LTO Units; and/or (v) any election by the RA Counterparty that the working capital facility referred to in paragraph 9(F) of this term sheet is sized to reflect the average aggregate estimated Minimum Opex Costs Amount for a period of up to twelve (12) months (rather than three (3)). *Strike Price adjustments – general provisions*

[43] Note: this definition will be agreed in the long-form Remuneration Agreement, to be consistent with the principles set out in key principle 3 in Schedule 2 (Legal Protections) to the Framework Agreement. If there is a change to the structure of the power market (including any change to the spot price formation), then (without prejudice to NuclearSub's entitlement to any strike price adjustment), the parties (acting reasonably and in good faith) shall negotiate amendments to the Remuneration Agreement to ensure the continued performance of the parties and to put NuclearSub in the position in which it would have been had the relevant change not occurred. Consequences of any failure to reach agreement on the necessary amendments to the Remuneration Agreement will be discussed and agreed in the long-form Remuneration Agreement.

[44] Note: to include oversupply of non-flexible production to the extent that industry practice would consider the WANO principles as treating oversupply as equivalent to lack of demand.

[45] Note: to include other industrial action to the extent that industry practice would consider the WANO principles as treating other industrial action as equivalent to labour strikes.

	Topic	Principles
		(C) Any Initial Strike Price or Revised Strike Price adjustment shall be calculated by reference to the generation availability[46] set out in the Original Financial Model or Updated Financial Model (as applicable) to ensure that the Project IRR is not affected by the events or circumstances giving rise to the relevant Initial Strike Price or Revised Strike Price adjustment. For the avoidance of doubt, any such adjustment shall put NuclearSub in the same position in which it would have been in had the events or circumstances giving rise to the relevant adjustment not occurred. (D) In respect of paragraph 10(B) of this term sheet, neither party shall be entitled to assert any claim for a Strike Price adjustment or lump-sum payment until such time as the aggregate of all accrued and outstanding claims by the relevant party exceed five million euros (or its equivalent in another currency), at which time all accrued and outstanding claims by that party may be asserted in excess of five million euros (€5,000,000). During the period from the LTO Restart Date to the True-up Date and each Run Phase Period, if the aggregate of all claims by a party exceeds five million euros (€5,000,000) and does not exceed twenty-five million euros (€25,000,000) (or its equivalent in another currency), then the Strike Price adjustment for those claims shall occur, or corresponding lump-sum shall be paid, at the end of such three-year period. As soon as the aggregate of all claims by a party exceeds twenty-five million euros (€25,000,000) in any period of twelve (12) months, then the Strike Price adjustment for those claims shall occur, or corresponding lump-sum shall be paid, within [●] months of such threshold being exceeded. (E) The RA Counterparty, in consultation with NuclearSub, shall be entitled to elect to compensate NuclearSub, in whole or in part, for the events or circumstances giving rise to any Initial Strike Price or Revised Strike Price adjustment by way of a lump-sum payment by the RA Counterparty to NuclearSub rather than by way of an adjustment to the Initial Strike Price or Revised Strike Price.
11.	**Governing Law and Dispute Resolution Procedure**	To be consistent with the Framework Agreement, with an ability for certain disputes in respect of financial matters to be referred to expert determination.
12.	**Transfer**	Neither party shall novate, assign or otherwise transfer its rights and/or obligations under the Remuneration Agreement without the prior written consent of the other party.

[46] Note: availability which excludes planned outages and planned outages for LTO works will be set at 90%.

Appendix 1

"**Emergency**" means a condition, event, circumstance or situation that arises or occurs, or is reasonably likely to arise or occur, that presents or is reasonably likely to present a threat to: (i) the health, safety or security of persons; (ii) property; (iii) the security or physical integrity of the LTO Units; or (iv) the environment.

"**LTO Operator Failure**" means any material action and/or material failure to act by NuclearCo (in its capacity as a licensed nuclear operator) that would not have been undertaken or committed by a licensed operator of a nuclear power plant, seeking in good faith to perform its contractual, legal and regulatory obligations, and exercising the degree of diligence, skill, care and prudence reasonably expected of a licensed nuclear operator engaged in the same or similar type of undertaking and under the same or similar circumstances and conditions, taking into account all applicable factors at the relevant time including (to the extent relevant):

1. applicable law and regulation;

2. applicable safety, security and technical considerations;

3. the age and condition of the LTO Units;

4. the fact that all actions and/or failures to act prior to the date of the Initial HOT were decided upon by Electrabel in the absence of an LTO scenario;

5. the fact that the LTO has been required to be implemented within a substantially compressed time period for a project of that nature; and

6. any external events or circumstances, or third party actions or omissions (including the Belgian State's or any competent authorities' breach of (i) any obligations under any Transaction Documents or (ii) applicable law and regulation, and including the actions or omissions of any sub-contractors), in each case provided that such events, circumstances, actions or omissions are not caused by any Engie party and are outside of the reasonable control of the relevant Engie party,

in each case provided that: (1) any action taken, or omission to act made, by NuclearCo in good faith in response to, or otherwise in connection with, an Emergency or at the request of any competent authority shall not constitute an applicable LTO Operator Failure; and (2) BEGOV shall bear the burden and risk of proof in establishing that any applicable LTO Operator Failure has occurred (subject to NuclearCo and ENGIE SA providing, or procuring the provision of, all relevant information to BEGOV within the possession or control of any member of ENGIE SA's group).

Appendix 2

Market Reference Price Ratio[47]	Market Price Risk Adjustment
1.08	8x
1.07	7x
1.06	6x
1.05	5x
1.04	4x
1.03	3x
1.02	2x
1.01	x
1.00	0
0.99	y
0.98	2y
0.97	3y
0.96	4y
0.95	5y
0.94	6y
0.93	7y
0.92	8y

[47] Note: the full version of this grid will extend up to a Market Reference Price Ratio of 1.30 (i.e., a ratio of 1.30 and above will result in the same adjustment) and down to a Market Reference Price Ratio of 0.7 (i.e., a ratio of 0.7 and below will result in the same adjustment).

Schedule 10
Reserved

Schedule 11
Caps

1. NUCLEAR WASTE AND SPENT FUEL MANAGEMENT AND LIABILITIES

1.1 Provisional definitions (to be confirmed and further elaborated in the Transaction Documents)

"**Acceptance Criteria**" means all criteria to be met in order for the concerned Nuclear Waste or Spent Fuel to be accepted by NIRAS-ONDRAF in accordance with the applicable law (currently article 179, § 2, 4°, fourth paragraph of the Law of 8 August 1980 on the 1979-1980 budgetary proposals);

"**Capped Amount**" has the meaning as set out in Section 1.2;

"**Category A Waste**", "**Category B Waste**", "**Category C Waste**" and "**Category Spent Fuel**" (collectively "**Categories**" and individually "**Category**") mean the Nuclear Waste Package (as defined below) so categorized in Schedule 1 (for Category A Waste), Schedule 2 (for Category B Waste) or Schedule 3 (for Category C Waste) and the Spent Fuel Package so categorized in Schedule 3;

"**Capped Nuclear Waste and Spent Fuel Liabilities**" means the Nuclear Waste and Spent Fuel Liabilities in relation to Category A Waste, Category B Waste, Category C Waste, Category Spent Fuel and the Nuclear Sites as from and after the Transfer and compliance of the relevant Nuclear Waste Package or Spent Fuel Package with the relevant Contractual Transfer Criteria (for the avoidance of doubt with respect to the NIRAS / ONDRAF costs: (A) **including as from 1 January 2023**: (1) costs after Site Transfer; (2) transport of Conditioned Nuclear Waste and Conditioned Spent Fuel from the Nuclear Sites to Belgoprocess; (3) costs financed by the Long Term Fund (*Fonds à Long Terme*); (4) R&D costs in relation to deep geological and surface disposal (including storability studies); (5) economic studies relating to disposal and interim storage of Conditioned Waste; (6) *gelvaten* costs as referred to in the Contract CCHO 2015-0891/00/00 and its amendments (7) a part of the yearly management cost related to Conditioned Waste estimated to be 20 %; (8) costs in relation to the Mid Term Fund (*Fonds à Moyen Terme*) for geological disposal; and (9) costs in relation to the Mid Term Fund (*Fonds à Moyen Terme*) for surface disposal up to an amount of 92 mm EUR (all inclusive), it being understood that BEGOV is entitled to make an equivalent alternative proposal for the amount of (9), such to be agreed upon in the Initial Transaction Documents) (these costs sub (1) – (9) are hereinafter also referred to as "**Included NIRAS / ONDRAF Costs**") and (B) **excluding** all other NIRAS / ONDRAF costs, including the remainder of the costs in excess of 92 mm EUR in relation to the Mid Term Fund (*Fonds à Moyen Terme*) for surface disposal, respectively the part of the yearly management cost not related to Conditioned Waste (all such costs are and remain to be borne by NuclearCo) "**Excluded NIRAS / ONDRAF Costs**".

"**Category X Waste**" means any type of Future Category A Waste or Category B Waste (as opposed to – a.o. – volumes) which is not identified in Schedule 1 or Schedule 2;

"**Conditioning**" or "**Conditioned**" means the process of producing and processing Nuclear Waste and Spent Fuel suitable for handling, transport, Interim Storage and, as applicable, disposal in accordance with the Contractual Transfer Criteria;

"**Conditioning Guarantee**" means the guarantee for any undetectable defect in relation to Conditioning as set out in article 3, § 3, third paragraph of the Royal Decree of March 30, 1981 on NIRAS – ONDRAF and in the Contract for the Removal of Nuclear Waste;

"**Contract for the Removal of Nuclear Waste**" means the contract between the Nuclear Operator and NIRAS-ONDRAF, with reference CCHO 2018 – 0539/00/00, and the contract between Synatom and NIRAS-ONDRAF, with reference CCHO 2018 – 0630/00/00, both as amended from time to time;

"**Contractual Transfer Criteria**" means all criteria to be met in order for the financial responsibility in relation to the Capped Nuclear Waste and Spent Fuel Liabilities for Category A Waste, Category B Waste, Category C Waste, Category Spent Fuel and the Nuclear Sites to be transferred to BEGOV, such Contractual Transfer Criteria to be agreed between the Parties and to include for the avoidance of the doubt, the obligation to Condition, where applicable;

"**Contributing Entit(y)(ies)**" means the contributing entities as defined in the Law of 12 July 2022 strengthening the framework applicable to provisions made for the decommissioning of nuclear power plants and spent fuel management;

"**Dry Storage**" means the buildings authorized for dry storage where Spent Fuel is safely stored in accordance with all applicable regulations;

"**Decommissioning**" means all technical, administrative and other actions, measures or operations required to enable the relevant installation(s) to be removed from the list of classified installations within the meaning of the regulations on protection against ionizing radiation;

"**Dismantling**" means all technical, administrative and other actions, measures or operations (including in accordance with applicable law) (i) which form part of the Decommissioning of nuclear units, (ii) to terminate the operation of a nuclear units (including the LTO Units), (iii) by which the nuclear unit(s) and related installations and/or assets are dismantled and all structures, materials, components and equipment are removed and/or decontaminated, with a view to the release, reuse, recycling and (long-term) management of the resulting nuclear waste, and (iv) leading to the release of the nuclear installations and all related assets from radiological restrictions and no longer being subject to the law and regulations on protection against ionising radiation;

"**Engie Party**" means (a) Electrabel and / or NuclearCo and / or any entity affiliated with either of them (it being understood that actions and / or failures to act of Engie and / or any entity affiliated with it (and / or of their personnel) shall be attributed to Electrabel and NuclearCo) and / or (b) all members of the personnel of any entity referred to sub (a);

"**Expert Determination Procedure**" means the procedure set out in Section 1.9;

"**Future Category ** Waste**" means all Nuclear Waste Packages from the concerned Category that is not to be considered as Historical Category ** Waste;

"**Historical Category ** Waste**" means all Nuclear Waste Packages from the concerned Category produced and Conditioned prior to 1 January 2022 (i) which are already transferred to and physically stored in Belgoprocess facilities or (ii) which are Nuclear Waste Packages on the Nuclear Sites referenced in Schedule 1, Appendix "Historical CAT A Wastes";

"**Interim Storage**" means the long-term storage of Spent Fuel or Nuclear Waste in a facility with the intention of later removal;

"**Legal Phase Out Date**" means the following dates:

- For Doel 1: 15 February 2025;
- For Doel 2: 1 December 2025;
- For Doel 3: 1 October 2022;
- For Doel 4: 1 July 2025;
- For Tihange 1: 1 October 2025;
- For Tihange 2: 1 February 2023;
- For Tihange 3: 1 September 2025;

"**LTO Units**" means nuclear units Doel 4 and Tihange 3;

"**LTO Restart Date**" has the meaning to be determined in the Transaction Documents;

"**LTO Waste and Spent Fuel**" means Nuclear Waste and Spent Fuel produced by the prolonged operation of the LTO Units after the Legal Phase Out Date and allocated to the LTO in accordance with the Transaction Documents (which will reflect, amongst others, the principles that (1) the Nuclear Operator remains liable for Decommissioning and Dismantling and the Nuclear Waste produced or generated by Decommissioning and Dismantling until Transfer and (2) the LTO Waste and Spent Fuel concerns only newly produced Nuclear Waste and Spent Fuel that would not have been produced other than because of the LTO);

"**NIRAS-ONDRAF**" means the national agency for radioactive waste and enriched fissile materials (*Nationale instelling voor radioactief afval en verrijkte splijtstoffen* / *Organisme national des déchets radioactifs et des matières fissiles enrichies*);

"**Nuclear Operator**" means Electrabel or NuclearCo, as applicable at the relevant point in time;

"**Nuclear Site**" means:

- all the terrain, installations, buildings, equipment, structures and related goods located on avenue de l'Industrie 1 in 4500 Huy (Tihange) all if and to the extent owned by the Nuclear Operator, EDF BELGIUM NV/SA or Luminus NV/SA, or any other co-owner of the nuclear units;

  or

- all the terrain, installations, buildings, equipment, structures and related goods located on Haven 1800, Scheldemolenstraat, in 9130 Doel all if and to the extent owned by the Nuclear Operator or Luminus NV/SA, or any other co-owner of the nuclear units;

both delineated according to the external perimeter notified on 9 February 2016 to the Federal administration in application of the Law of 22 July 1985 concerning civil liability in the field of nuclear energy;

together the '**Nuclear Sites**';

"**Nuclear Waste**" means any radioactive material in relation to and / or produced by and / or arising from all nuclear units (including the LTO Units) (including radioactive material produced by Decommissioning and Dismantling) , for which no further use is planned or intended by BEGOV or by a legal or natural person whose decision is accepted by BEGOV or any applicable law, and which is considered radioactive waste by FANC-AFNC on the basis of a statutory or regulatory provision;

"**Nuclear Waste and Spent Fuel Liabilities**" means all existing or future financial costs related to the production, detention or ownership of Nuclear Waste and Spent Fuel charged to or to be borne by the Nuclear Operator arising from any existing or future law or regulation, including but not limited to Article 179 of the Law of 8 August 1980 on the 1979-1980 budgetary proposals, the Royal Decree of 30 March 1981 determining the tasks and setting the operating procedures of the public body for the management of radioactive waste and fissile, from the Contract for the Removal of Nuclear Waste or any other contractual obligation related to the production, detention of ownership of Nuclear Waste and Spent Fuel or financing tasks or missions from NIRAS/ONDRAF, including but not limited to:

- for Categories A and B Waste:
    - any applicable existing and future NIRAS-ONDRAF tariffs (*redevances*) and settlements (*décomptes*), regardless of their type, for the characterisation, sorting, packaging, conditioning, handling, storage, post-treatment, re-conditioning after storage and disposal of Nuclear Waste;
    - all other existing and future costs not included in such tariff and settlements, for instance:
        - transportation costs;
        - all costs related to the Conditioning Guarantee;
        - all other fees and contractual payments to NIRAS-ONDRAF for any services rendered by NIRAS-ONDRAF and not included in such tariffs and settlements, notably for R&D, studies, communication;
        - all taxes related to Nuclear Waste or storage or disposal facilities of BELGOPROCESS such as the contribution of repartition for the Medium Term Fund, etc.
        - *gelvaten* costs as referred to in the Contract CCHO 2015-0891/00/00 and its amendments.
- for Category C Waste and Spent Fuel:
    - the costs to operate on-site Interim Storage, conditioning facilities and other ancillary installations from the end of the Decommissioning of all nuclear units onward (including operation, surveillance, maintenance, site security, nuclear civil responsibility, licences maintenance and Dismantling of the

Interim Storage facilities), transportation to the conditioning facilities, conditioning (including construction, operation, site security and decommissioning of these conditioning facilities), transport to and storage in the offsite Interim Storage facilities for Spent Fuel (including construction, operation and decommissioning of these facilities), as well as the costs to transport and to store the vitrified Category C Waste at Belgoprocess ;

- existing and future NIRAS-ONDRAF tariffs (*redevances*) and settlements (*décomptes*) for the long-term management of Category C Waste and Spent Fuel (including construction and operation of the final disposal site);
- all costs related to the Conditioning Guarantee;
- all other fees and contractual payments to NIRAS-ONDRAF for any services rendered by NIRAS-ONDRAF and not included in such tariffs and settlements, notably for R&D, studies, communication, etc.

"**Nuclear Waste Package**" means Nuclear Waste which is in accordance with and which complies with the applicable Contractual Transfer Criteria for that type of Nuclear Waste;

"**Reference Programme**" means the forecasted physical inventory of Nuclear Waste and Spent Fuel produced during the operation of all Belgian nuclear units over their legal lifetime (for the avoidance of doubt excluding the LTO period) and during the post operation and Dismantling and Decommissioning of all Belgian nuclear units, as attached to Schedule 1 for Category A Waste, Schedule 2 for Category B Waste and Schedule 3 for Category C Waste and for Category Spent Fuel;

"**Safety Report**" means the report under Article 13 of the Royal Decree of 30 November 2011 on safety requirements for nuclear installations;

"**Short-Term Storage**" means the short-term storage prior to Transfer of Spent Fuel Packages or Nuclear Waste Packages on the Nuclear Sites with the intention of later removal for Interim Storage or disposal;

"**Site Transfer**" has the meaning as set out in Section 1.6;

"**Site Transfer Date**" has the meaning as set out in Section 1.6;

"**Spent Fuel**" means nuclear fuel that has been irradiated in the core of a reactor and has been permanently removed. Spent Fuel can either be considered a recoverable resource that can be reused or reprocessed, or it can be disposed of if it is considered Nuclear Waste;

"**Spent Fuel Package**" means Spent Fuel Conditioned and which is in accordance with and which complies with the applicable Contractual Transfer Criteria;

To "**Transfer"** or the "**Transfer**" means to (the) transfer (of) the Capped Nuclear Waste and Spent Fuel Liabilities to BEGOV;

"**Volume Adjustment Fee**" has the meaning as set out in Section 1.3.

"**Volume Credit**" has the meaning as set out in Section 1.2(C);

1.2 Capped Nuclear Waste and Spent Fuel Liabilities and determination and payment of the Capped Amounts

(A) Subject to the provisions of this Agreement and without prejudice to Section 1.2 (B), the Nuclear Operator (without prejudice to the liability of other entities such as the Contributing Entit(y)(ies)), assumes all and any Nuclear Waste and Spent Fuel Liabilities (including for the avoidance of doubt in relation to Conditioning of all Nuclear Waste and the Excluded NIRAS / ONDRAF Costs) (other than in relation to LTO Waste and Spent Fuel)).

(B) The Capped Nuclear Waste and Spent Fuel Liabilities are transferred to BEGOV, subject to the Volume Adjustment Fees and this paragraph and after and on the condition of full payment of the relevant amount to BEGOV, against payment of the following amounts (the "**Capped Amounts**"), which include a premium reflecting the risk for BEGOV after Transfer:

(i) Category A Waste: EUR […][1] (with value as of 31 December 2022) indexed at 2.5% yearly (or pro rata temporis for an incomplete year) and reduced by any Included ONDRAF/NIRAS Costs paid by the Nuclear Operator or Synatom to NIRAS-ONDRAF with regard to the Capped Nuclear Waste and Spent Fuel Liabilities for Category A Waste, all between 31 December 2022 and the date on which the Capped Amount for Category A Waste is paid;

(ii) Category B Waste: EUR […][2] (with value as of 31 December 2022) indexed at 3% yearly (or pro rata temporis for an incomplete year) and reduced by any Included ONDRAF/NIRAS Costs paid by the Nuclear Operator or Synatom to NIRAS-ONDRAF with regard to the Capped Nuclear Waste and Spent Fuel Liabilities for Category B Waste, all between 31 December 2022 and the date on which the Capped Amount for Category B Waste is paid;

(iii) Category C Waste and Spent Fuel: EUR […][3] (with value as of 31 December 2022) indexed at 3% yearly (or pro rata temporis for an incomplete year) and reduced by any Included ONDRAF/NIRAS Costs

[1] The cumulated Capped Amount for Category A Waste, Category B Waste and and Category C Waste is 15 billion EUR (with value as of 31 December 2022) and the allocation of such cumulated Capped Amount between each of the Categories of A Waste, B Waste and C Waste shall be agreed in the Initial Transition Documents.

[2] The cumulated Capped Amount for Category A Waste, Category B Waste and and Category C Waste is 15 billion EUR (with value as of 31 December 2022) and the allocation of such cumulated Capped Amount between each of the Categories of A Waste, B Waste and C Waste shall be agreed in the Initial Transition Documents.

[3] The cumulated Capped Amount for Category A Waste, Category B Waste and and Category C Waste is 15 billion EUR (with value as of 31 December 2022) and the allocation of such cumulated Capped Amount between each of the Categories of A Waste, B Waste and C Waste shall be agreed in the Initial Transition Documents.

paid by the Nuclear Operator or Synatom to NIRAS-ONDRAF with regard to the Capped Nuclear Waste and Spent Fuel Liabilities for Category C Waste and Category Spent Fuel, all between 31 December 2022 and the date on which the Capped Amount for Category C Waste and Spent Fuel is paid

and the Nuclear Operator shall, except if and to the extent set out otherwise herein and / or in the HOT, upon payment of the relevant Capped Amount(s) be released from and no longer be financially liable for the Capped Nuclear Waste and Spent Fuel Liabilities for such corresponding Waste Category, all without prejudice to its continuing operational responsibility as Nuclear Operator. Any Capped Nuclear Waste and Spent Fuel Liabilities are borne by BEGOV.

BEGOV will be responsible for the removal of the Transferred Nuclear Waste Packages and Transferred Spent Fuel Packages from the Nuclear Sites.

For Category B Waste and Category C Waste, before Closing, and for Category A, before LTO Restart Date, the Parties shall enter into new contracts, at market conditions, to replace the Contracts for the Removal of Nuclear Waste to reflect the principles of this Agreement.

The Capped Nuclear Waste and Spent Fuel Liabilities include the Conditioning Guarantee after Transfer except if and to the extent due to a non-compliance with the relevant Contractual Transfer Criteria, such to be demonstrated by the Belgian State. The Nuclear Operator shall in any event be released from and no longer be financially liable under the Conditioning Guarantee five (5)[4] years after the Transfer of the Nuclear Waste Packages and Spent Fuel Packages concerned, regardless of the origin of any defect found from the date of Transfer onwards (including for the avoidance of doubt any defect caused by non-compliance with the relevant Contractual Transfer Criteria).

For the avoidance of doubt, the liability release in this paragraph (B) applies (1) irrespective of whether the Nuclear Waste Packages and Spent Fuel Packages concerned comply with the current or future Acceptance Criteria (as opposed to the Contractual Transfer Criteria) and (2) as lump sum amounts, there shall be no entitlement from the Nuclear Operator and / or any Engie Party to any payment and / or compensation and / or reimbursement for whatever reason, including but not limited in case the Capped Amounts – for whatever reason - exceed actual costs and / or liabilities and / or in case actual quantities are lower than the estimated agreed upon quantities.

[4] After five years any risk related to the conditioning of Nuclear Waste Packages will be borne by a dedicated fund to be created within NIRAS funded by a levy on the Conditioning services offered by Belgoprocess. This levy shall be calculated to cover a risk up to 50 million euro, not replenishable. The contribution of NuclearCo to this levy shall be maximum 25 million EUR spread over 10 years.

(C) Per Waste Category (i.e. Category A Waste / Category B Waste / Category C Waste / Category Spent Fuel), the Nuclear Operator will hold the following volume credits (the "**Volume Credits**"):

- Category A Waste:
  - Historical Category A Waste Packages : 39.563,73 m³ [5]; and
  - Future Category A Waste Packages :
    - Physical Disposal Volume Credit: 59.666,32 m³ [6];
    - Compliance Credit: 16.868,10 m³-equivalent [7];
- Category B Waste:
  - Historical Category B Waste Packages : 626,68 m[8]; and
  - Future Category B Waste Packages : 356 Volume Credits[9].
- Category C Waste and Category Spent Fuel :
  - Historical Category C Waste Packages : 789 equivalent disposal length (m)[10]; and
  - Spent Fuel Packages : 14.786 equivalent disposal length (m)[11].

The Volume Credit is the quantity of Nuclear Waste Packages and Spent Fuel Packages covered by the Capped Amounts which the Nuclear Operator can Transfer from time to time, the Volume Credit reducing accordingly, without any Volume Adjustments Fees being due.

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[5] See Schedule 1, Appendix "Historical CAT A Wastes"

[6] See Schedule 1, Appendix "Volumes and Agreed Contractual Transfer Criteria for the following wastes"

[7] See Schedule 1, Appendix "Volumes and Agreed Contractual Transfer Criteria for the following wastes"

[8] See Schedule 2, Appendix "Historical CAT B Wastes"

[9] See Schedule 2, Appendix "Volumes and Agreed Contractual Transfer Criteria for the following wastes"

[10] Schedule 3, "Volumes and Contractual Transfer Criteria for Category C Waste and Spent Fuel and related storage facilities"

[11] Schedule 3, "Volumes and Contractual Transfer Criteria for Category C Waste and Spent Fuel and related storage facilities"

Recognizing that the actual quantities of each Nuclear Waste Package and Spent Fuel Package may differ from the quantities set out in Schedules 1, 2 and 3, the Nuclear Waste Packages and Spent Fuel Packages Transferred will be expressed into a single unit per Category using the conversion factors of Nuclear Waste Packages and Spent Fuel Packages into equivalent disposal volume (m^3) or equivalent disposal length as set out in Schedules 1, 2 and 3.

For the avoidance of doubt, it is clarified and agreed by the Parties that the Volume Credit is to be considered at the level of the Waste Categories and that unused volumes of Nuclear Waste Packages or Spent Fuel Packages can be consumed by other Waste Packages or Spent Fuel Packages belonging to the same Waste Category (taking into account their respective conversion factor as set out in Schedule 1, 2 and 3).

(D) The classification of Nuclear Waste Packages and Spent Fuel Packages in Waste Categories A, B and C and Spent Fuel under Schedules 1, 2 and 3 is final, so that a Nuclear Waste Package or Spent Fuel Package identified as belonging to a certain Waste Category, uses the Volume Credit corresponding to that Waste Category, even if it were to become apparent after the Transfer that a reclassification of that Nuclear Waste Package or Spent Fuel Package to another Waste Category would be required.

(E) In case of Category X Waste:

(i) if the relevant Nuclear Waste complies with or can reasonably be made compliant by the Nuclear Operator with an existing Contractual Transfer Criterion applicable for a Nuclear Waste Package, the relevant Category X Waste (accounted for at the applicable conversion factor) shall account, upon Transfer, for the Volume Credit applicable at the relevant time for the relevant Waste Category of such Nuclear Waste Package as set out in Section 1.2(C);

(ii) if the relevant Nuclear Waste does not comply with and cannot reasonably be made compliant by the Nuclear Operator with any of the Contractual Transfer Criteria, the Parties shall attempt to agree on (i) the assignment of such Nuclear Waste to the relevant Category (in function of its ability to enter either type of disposal site), (ii) Contractual Transfer Criteria in relation to such Nuclear Waste and the resulting quantities of Nuclear Waste Packages, (iii) the conversion factors and (iv) the corresponding tariff for Category X Waste, all taking into account – a.o. – the Nuclear Waste Package(s) whose physical, chemical and radiological characteristics are sufficiently close to that Category X Waste (the procedure to seek to reach such agreement to include appropriate timings and escalation and to be agreed upon in the Transaction Documents).

To the extent the Nuclear Operator at the relevant time of Transfer benefits from a Volume Credit in relation to the relevant Category, the volume of Category X Waste will be deducted from this Volume Credit, using the conversion factor. If the Nuclear Operator at the relevant time

of Transfer does not benefit from a Volume Credit, the Transfer will take place upon payment of the corresponding tariff by the Nuclear Operator.

(iii) in the absence of such agreement within the to be agreed upon time period, any Party may initiate the Expert Determination Procedure under Section 1.9 and

- the expert panel will decide on the Contractual Transfer Criteria and other elements mentioned under Section 1.2(E)(ii);
- the Nuclear Operator shall provide the expert panel with all relevant information at its disposal on the relevant Nuclear Waste and the elements to allow the expert panel to take an informed decision;
- the experts shall under no circumstances make an award in respect of compensatory damages and costs to any party.

(F) For the avoidance of doubt, the Capped Amounts and the Capped Nuclear Waste and Spent Fuel Liabilities are without prejudice to:

(i) any liability (for costs or other) in relation or due to Dismantling and / or Decommissioning of all nuclear units and the operation of the nuclear units Site Transfer;

(ii) the Volume Adjustment Fee and LTO Waste and Spent Fuel as defined in Section 1.3;

(iii) the Nuclear Operator's liability for costs (or other) related to possible non-compliance with the Contractual Transfer Criteria, subject to Section 1.5;

(iv) the Nuclear Operator's liability under general tort or contract law, except where expressly agreed in this Agreement and the Transaction Documents, in particular with regard to the Conditioning Guarantee.

(G) In relation to the Capped Amounts: (1) they will be paid at the moment set out in the HOT, (2) they will be paid in cash, cash equivalent or through the transfer of assets acceptable to BEGOV (all to be accounted for at their value at the moment of payment), (3) to the extent any payment would be settled through a transfer of assets, any VAT, Transfer Taxes, charges and/or other transfer costs due on such transfer will be borne by the relevant company of the ENGIE group so that BEGOV receives a net amount (in the form of assets received) equal to the Capped Amounts and (4) such payments will not lead to a double corporate income tax deduction (i.e. to the extent the payment relates to expenses that were previously treated as deductible for Belgian corporate income tax purposes, the relevant company of the ENGIE group cannot obtain a second deduction for Belgian corporate income tax purposes as a consequence of the payment).

For the avoidance of doubt, the Capped Amounts expressed in this Agreement are exclusive of VAT. If VAT would be due on any such amount, the amount payable will be increased with VAT at the applicable rate unless and to the extent such VAT would not be deductible for the relevant company of the ENGIE group, in which case and to which extent the Capped Amounts shall be considered as inclusive of VAT.

For the purpose of this Section "**Transfer Taxes**" means the tax on stock exchange transactions (*taks op beursverrichtingen / taxe sur les operations de bourse*) as provided by article 120 and following of the Code on Miscellaneous Duties and Taxes (*Wetboek diverse rechten en taksen / Code des droits et taxes divers*) of 2 March 1927, registration duties and any tax, levy or duty of a similar nature levied, imposed or assessed in Belgium or elsewhere.

1.3 Volume Adjustment Fee

(A) If the actual volumes of a Waste Category are higher than the volumes set out above sub Section 1.2 (C), an indexed volume adjustment fee (the "**Volume Adjustment Fee**") shall be paid by the Nuclear Operator (and where applicable the Contributing Entit(y)(ies)) upon and as a condition for the Transfer of the relevant Nuclear Waste Package and Spent Fuel Package to BEGOV.

(B) Nuclear Waste and Spent Fuel Liabilities due to LTO Waste and Spent Fuel will be paid to BEGOV in the form of an Indexed Volume Adjustment Fee.

(C) The Volume Adjustment Fees per Category A, Category B, Category C Waste and Category Spent Fuel will consist of an indexed lump sum per Nuclear Waste Package of each Category. The Volume Adjustment Fees will be determined in the Transaction Documents and (i) will reflect the principle that the Nuclear Operator will not pay twice for the costs that were already covered by the Capped Amount, (ii) will not be based on marginal costs and (iii) will not exceed the Capped Amount divided by the Volume Credit for the corresponding Category.

In relation to Future Category A Waste, the Volume Adjustment Fee for Nuclear Waste Packages Transferred in compliance with Compliance Groups H4 and/or MT3-2 cannot exceed the Capped Amount divided by the total volume of Category B Waste. Also in relation to Future Category A Waste, the Volume Adjustment Fee for Nuclear Waste Packages Transferred in compliance with Compliance Groups H1, H2, H3 and H4 and/or MT3-1, MT3-2 will take into consideration a graded scale to be defined in the Transaction Documents[12]. such as the one on the Compliance Group Factors as per Schedule 1.

The Volume Adjustment Fees will be indexed according to the rates applicable to the relevant Waste Category under Section 1.2 (B).

[12] Inspiration for such graded scale can be found in the table with Compliance Group Factors as per Schedule 1.

1.4 Determination of Contractual Transfer Criteria

(A) All Contractual Transfer Criteria not yet agreed at the date of this Agreement and attached hereto, will be agreed at the 30 June 2023 at the latest. If not all Contractual Transfer Criteria are agreed by 30 June 2023, Parties will discuss on how to solve the issue.

The industrial metrology process to show conformity with the Contractual Transfer Criteria must be based on normal industry practices or standards.

(B) Contractual Transfer Criteria shall take into account – amongst others –:

(i) the Acceptance Criteria, including as discussed by NIRAS-ONDRAF, Electrabel and Synatom, and reflected in the document with reference 2022-0958 dated 1st April 2022;

(ii) the characteristics, composition and properties of the relevant Nuclear Waste Package, the operational requirements related a.o. to the material and installations of the Nuclear Operator to produce the Nuclear Waste Package and the nuclear safety requirements applicable to the Nuclear Operator.

(iii) The Parties shall not unreasonably refuse to accept any proposed Contractual Transfer Criteria which are consistent with industrial practice and technically and operationally achievable and which minimize the costs for both Parties.

(C) Prior to Transfer, the Nuclear Operator shall have the right to have its operational Future Category A Waste removed and conditioned at Belgoprocess, at market conditions, in accordance with the Contractual Transfer Criteria.

(D) To the extent required for the purposes of the Transfer, BEGOV will, to the extent necessary, take the steps to adapt the NIRAS Law to allow for Transfer in accordance with the Contractual Transfer Criteria, irrespective of incompatible Acceptance Criteria (if any).

1.5 Non-compliance with Contractual Transfer Criteria

(A) Subject to Section 1.5 (B), the Nuclear Operator shall be responsible for compliance with the Contractual Transfer Criteria and shall bear the full cost, liabilities and risk of bringing the Nuclear Waste into compliance with these Contractual Transfer Criteria.

(B) By way of derogation from Section 1.5 (A), and under conditions further to be determined in the Transaction Documents, in the event that the Nuclear Operator is unable to comply with one or more Contractual Transfer Criteria due to a

technical or regulatory impediment which complies with each of the following conditions (hereinafter a "**Qualifying Impediment**"):

(i) which was not known by the Nuclear Operator and should not have been known by a reasonable and prudent operator at the time the Contractual Transfer Criteria were agreed, and

(ii) which cannot reasonably be overcome by the Nuclear Operator; and

(iii) which is not caused by any breach of law or contract by any member of the ENGIE group and / or any Engie Party;

(C) the Parties shall seek to agree new Contractual Transfer Criteria (the procedure to seek to reach such agreement to include appropriate timings and escalation and to be agreed upon in the Transaction Documents). In the absence of an agreement on revised Contractual Transfer Criteria within the to be agreed upon time period, any Party may initiate the Expert Determination Procedure under Section 1.9:

(i) the expert panel will decide if the Nuclear Operator is in fact unable to comply due to a Qualifying Impediment and, if such is the case, will decide on the new Contractual Transfer Criteria to account for such Qualifying Impediment(s);

(ii) the Nuclear Operator shall provide the expert panel with all relevant information at its disposal in relation to the Qualifying Impediment and the elements to allow the expert panel to take an informed decision;

(iii) unless agreed by the Parties, the expert panel may not modify in any way, directly or indirectly, any Contractual Transfer Criteria other than those with which the Nuclear Operator is unable to comply;

(iv) amongst other considerations and criteria, the panel will have regard to the representations made by each Party, any opinion expressed by the FANC-AFCN, and any other expert evidence that may be adduced by the parties;

The transfer of the relevant Nuclear Waste Packages will use the volume credit of the same Waste Category, while applying the conversion factor.

1.6 Site Transfer

(A) All Nuclear Sites shall be transferred (the legal structure thereof, e.g., a share or asset deal, to be further agreed upon) to BEGOV or to an entity to be designated by it (including, as the case may be, NIRAS-ONDRAF), including all relevant on-site Interim Storage and ancillary installations and all goods, (financial or other) assets, facilities, personnel and / or licenses and permits necessary or useful for the continued operation of the Interim Storage in going concern (the "**Site Transfer**"), on the earlier of:

- the date by which all Nuclear Sites have been Decommissioned, i.e. the day when the FANC-AFCN finds in accordance with Article 17/12 of the Royal Decree of 20 November 2011 on safety regulations for nuclear installations that the final configuration determined in the decommissioning license has been reached, excluding for the on site Interim Storage facilities for Spent Fuel[13]; and

- 1 January 2050

both if the Nuclear Sites and all Spent Fuel meet the relevant Contractual Transfer Criteria and meet the criteria set out in Schedule 3.

(the "**Site Transfer Date**").

(B) The price for the Site Transfer shall be agreed upon in the Transaction Documents.

(C) If the Nuclear Sites are transferred to BEGOV before the end of the Decommissioning of any nuclear unit, the Transaction Documents will include an appropriate mechanism for BEGOV to take responsibility at least for such part of the Nuclear Sites dedicated to on site Interim Storage of Spent Fuel, the Nuclear Operator retaining full responsibility for at least the rest of the Nuclear Sites still hosting Decommissioning activities until the end of Decommissioning when the remainder of the Nuclear Sites is Transferred to BEGOV.

(D) The parts of the Nuclear Sites other than the Spent Fuel Storage Facilities (the "**Other Nuclear Areas**") will be transferred in a state of industrial greenfield, and declassified from nuclear affectation, at the Nuclear Operator's cost and liability (and such not to be charged to or borne by BEGOV).

(E) The Parties will agree in due time (and before 2040) on additional appropriate adjustment mechanisms for the Site Transfer in case (parts of) the Nuclear Site(s) is (are) transferred before the end of Decommissioning.

(F) For the avoidance of doubt, the fact that Decommissioning would not be completed by 1 January 2050, shall not affect the Capped Amounts nor the nuclear liability release in accordance with Section 1.2 (B)] of this Agreement and the HOT.

1.7 Operational conditions in relation to the production and Short-Term Storage of Nuclear Waste Packages and Spent Fuel Packages

(A) To the extent required for the purposes of the Transfer, and insofar as these operational conditions are not already defined by the agreed Contractual Transfer Criteria and without prejudice to nuclear safety requirements, the Parties[14] will, as soon as reasonably practicable and no later than the LTO Restart Date (unless otherwise agreed, including in the schedules to this Caps Schedule), agree on the operational conditions for the production and Short-Term Storage of Nuclear Waste Packages and Spent Fuel Packages and Interim Storage of Spent Fuel Packages, i.e.:

- Conditioning of Nuclear Waste into Nuclear Waste Packages;
- Characterization of Nuclear Waste Packages and Spent Fuel Packages;
- Logistics and Short-Term Storage (on the Nuclear Sites only);
- Nuclear Waste Package and Spent Fuel Package specifications; and
- Transportation criteria (if applicable).

(B) Such agreements shall be consistent with industry practice and based on technically and operationally achievable solutions whilst minimizing costs to both parties.

(C) In the absence of such agreements by the LTO Restart Date, or in the event of persistent disagreement according to the timings and escalation to be defined in the Transaction Documents, any Party may initiate the Expert Determination procedure under Section 1.9.

(D) The expert-panel will decide on the operational conditions in relation to the production and Short-Term Storage of Nuclear Waste Packages and Spent Fuel Packages and Interim-Storage of Spent Fuel Packages mentioned under Section 1.7.B above, with which Engie shall have to comply prior to Transfer.

1.8 Optimisations

For the avoidance of doubt, nothing in these Heads of Terms should be construed as preventing the Nuclear Operator and BEGOV from agreeing on modifications of the Contractual Transfer

[14] For the avoidance of doubt, this is without prejudice to the governance and contractual freedom of Belgoprocess.

Criteria or optimisations in the Nuclear Waste management and any related and consequential impact on the Volume Credit and Volume Adjustment Fees.

1.9 Expert Determination Procedure

(A) In the cases expressly provided for in these Heads of Terms, as specified and possibly supplemented in the Transaction Documents, as well as in all cases where the Parties so agree by mutual agreement, a matter is resolved by an internationally renowned panel of independent experts, with sufficient knowledge and competence in respect of the particular matters in dispute (the "**Expert Determination Procedure**").

(B) The rules for the composition of the expert panel will be determined in the Transaction Documents, it being understood that the panel shall consist of one expert appointed by BEGOV or NIRAS / ONDRAF, one expert appointed by the Nuclear Operator and one president (having a casting vote) and will ensure a balanced representation of experts with an industrial background and experts from other sectors and with sufficient knowledge of the Belgian and European legal and technical framework.

(C) The scope of the expert panel's tasks (including the applicable considerations and criteria which may, or may not, be taken into account by the panel) is defined by these Heads of Terms, possibly specified or supplemented by the Transaction Documents. The Parties may also agree to entrust an ad hoc mission to the expert panel, not envisaged by the Transaction Documents, in which case they will define the scope of this mission in a dedicated agreement.

(D) The expert panel will consult FANC, international regulators and operators to motivate his decision based on reasonably internationally acceptable solutions.

(E) The decision of the panel is binding on each Party.

(F) Any changes to applicable legislation and regulation to give full force and effect to the Expert Determination Procedure will be enacted at the latest by Closing of the Transaction.

1.10 Knowledge sharing in the interest of the safe long term management of Nuclear Waste and Spent Fuel

With the sharing of know-how and training of ONDRAF/NIRAS staff as a common objective for the safe long term management of Nuclear Waste and Spent Fuel, the Nuclear Operator and ONDRAF/NIRAS agree that a framework therefor shall be detailed in the Transaction Documents (or at a later date agreed between the Nuclear Operator and ONDRAF/NIRAS), including:

- the involvement of ONDRAF/NIRAS R&D experts with the Engie technical teams in charge of nuclear fuel computations and the computations related to the future fuel loading patterns;

- the access to the existing knowledge, databases and documents related to Category C Waste and Spent fuel; and

- the joint request to third party suppliers to obtain the information jointly defined as relevant and not available to the Nuclear Operator in relation to nuclear fuel and;

In order to allow ONDRAF/NIRAS the possibility to perform tests on UOX and MOX fuel rods, the Nuclear Operator will agree to a request by ONDRAF/NIRAS to be Transferred some fuel rods to perform such tests. The quantity and identification of those fuel rods will be defined later in the Transaction Documents (or at a later date agreed between the Nuclear Operator and ONDRAF/NIRAS). The Nuclear Operator will provide assistance to allow ONDRAF/NIRAS at BEGOV's cost (except for the personnel cost of the Nuclear Operator) to remove representative UOX fuel rods from at most three UOX assemblies and representative MOX fuel rods from one MOX assembly for unit KCD3 and/or CNT2. Electrabel and ONDRAF/NIRAS will agree on the schedule for this activity, which schedule shall not impair or delay the Decommissioning program (including emptying of the pools which is a critical path activity). Therefore, the Nuclear Operator and ONDRAF/NIRAS will maximise the synergies to accommodate this operation prior to the end of emptying of pools. For the avoidance of doubt, the Nuclear Operator will not organize the transport of those elements.

The abovementioned operations and the conditions under which they will take place shall be further described in the Transaction Documents, but it is understood that they have to be integrated in the Decommissioning program. The research on UOX and MOX fuel rods shall take place respecting the intellectual property rights of suppliers and the results of the research may only be used in the framework of the long term management of spent fuel. The Transfer of the UOX and MOX fuel rods will take place upon removal by ONDRAF/NIRAS to their test location.

ONDRAF/NIRAS will have the possibility to perform measurements on the UOX and MOX fuel assemblies in the docks prior to their removal and sending to SF²/SCG. The nature and the extent of those measurements shall be further described in the Transaction Documents (or at a later date agreed between the Nuclear Operator and ONDRAF/NIRAS). The Nuclear Operator will provide assistance to allow ONDRAF/NIRAS to perform such measurements at BEGOV's costs (except for the personnel cost of the Nuclear Operator) and Electrabel and ONDRAF/NIRAS will agree on the schedule of this activity, which schedule shall not impair or delay the Decommissioning program (including emptying of the pools which is a critical path activity). Therefore, the Nuclear Operator and ONDRAF/NIRAS will maximise the synergies to accommodate this operation prior to the end of emptying of pools. The measurements shall take place respecting the intellectual property rights of the suppliers and the results of the measurements may only be used in the framework of the long term management of spent fuel.

In view of the Site Transfer, NuclearCo shall closely associate ONDRAF/NIRAS in the entire Periodic Safety Review (PSR) process (including its preparation) for the PSR**15** during which the Site Transfer will occur.

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15 In case of a PSR ongoing at the moment of Site Transfer, the costs of said PSR will be borne 50% by NuclearCo and 50% by BEGOV.

Schedule 1
Volumes and Contractual Transfer Criteria for Category A Waste

1. VOLUMES

See Inventory of Electrabel radioactive Category A waste in appendix.

At the moment of Transfer of Historical Category A Waste, the following volume will be deducted from the Volume Credit: [39.563,73] m³ (as mentioned in “Appendix Historical CAT A Wastes”).

2. CONTRACTUAL TRANSFER CRITERIA FOR FUTURE CATEGORY A WASTE

2.1 Determination of Contractual Transfer Criteria for Category A Waste

The Contractual Transfer Criteria for the Nuclear Waste Packages of Category A Waste are the following ones:

- Transfercriteria HEC 20 06 2023 (hereafter “HEC”)
- Transfercriteria HOC 20 06 2023 (hereafter “HOC”)
- Transfercriteria CT3 20 06 2023 (hereafter “CT3”)
- Transferctiteria HEC-B 20 06 2023 (hereafter “HEC-B”)
- Transfercriteria HOC-B 20 06 2023 (hereafter “HOC-B”)

The Parties agree on Contractual Transfer Criteria (see 2.2 below).

Unless otherwise provided in the Appendices below, no Nuclear Waste shall be Transferred unless it is Conditioned.

Remarks:

1. Qualified caissons to be used for the CT-3 and compliant with criteria CTC-307 and CTC-601 will be made available by BeGov at BELGOPROCESS no later than 01/01/2028.
   To timely meet the Engie decommissioning program needs, Engie will submit a detailed delivery schedule for caissons no later than 30/06/2025.
   This delivery schedule which shall take into account the industrial constraints related to the surface disposal program, such as the nominal production capacity of the caisson’s facility-and the need of other Belgian waste producers, must be agreed with ONDRAF/NIRAS.
   The use of qualified containers made by BELGOPROCESS ensures that CT-3 transfer criteria CTC-307, CTC-601-33 and CT-601-34 are fulfilled by ENGIE at Transfer.
   ENGIE has the right to use caissons manufactured by others but will then sole bear the costs and risks of ensuring compliance with CT-3 Contractual transfer criteria, including for the avoidance of doubt the compliance with CTC-307, CTC-601-33 and CT601-34.
2. The availability of a filling mortar recipe qualified by ONDRAF/NIRAS as implemented in the IPM installation for the CT-3 (according to CTC-429-01) no later than 01/01/2028 is under responsibility of Be.Gov.
   Only a mortar recipe qualified by ONDRAF/NIRAS ensures that CT-3 transfer criteria CTC 411 to CTC 427 are fulfilled at Transfer.
3. Electrabel and Be.Gov will collaborate to develop and approve suitable “structures” (baskets, boxes, …) for the CT-3.
   To timely meet the Engie decommissioning program needs, Engie will submit concerted designs of suitable “structures” for CT-3 as well as their technical specifications as soon as possible but not later than 01/01/2025.
   ONDRAF/NIRAS will provide, under custody of Be.Gov, its best effort to assist Engie and to qualify the designs (according to CTC-430) by 01/01/2026 in order not to delay Engie decommissioning program.
   Upon ONDRAF/NIRAS approval, Engie can then start the production of its qualified “structures” for the CT-3.
   Only the use of qualified “structures” for the CT-3 by ONDRAF/NIRAS ensures that CT-3 transfer criteria CTC 430 is fulfilled at Transfer.
4. In case of bioshield concrete with activity in Ca-41 >1.10^9 Bq/m^3, Be.Gov and Engie will collaborate to develop a solution via an increase of the concentration limit activity (CLI) of Ca-41 in the license of Category A surface disposal, allowing the Transfer of this waste in Monolithe type III by 31/12/2038; Electrabel will introduce a request justifying the need to increase this limit by 31/12/2028. Meanwhile, this waste will be stored in a non-immobilized way (bulk) on the Electrabel’sites. As soon as a solution is implemented and no later than 31/12/2038, Electrabel will transfer this waste under CT-3 transfer criteria (according to CTC-501B) in accordance with an agreed schedule with ONDRAF/NIRAS.
5. The EBL document “SAP number 10011195724.000.00” entitled “Principles to demonstrate the compliance of category A waste with transfer criteria” provides some principles of methodologies, agreed between ELECTRABEL and NIRAS/ONDRAF, subject to a confirmation in a joint document ELECTRABEL NIRAS/ONDRAF by the 30/09/2023.
6. Indicative methodology for the allocation of Category X-Waste to the Compliance Groups will be defined in the Transaction Documents.

2.2 Agreed Contractual Transfer Criteria for Nuclear Waste Packages

The Contractual Transfer Criteria mentioned under 2.1 have been agreed for the wastes as mentioned in the Appendix to this Schedule “VOLUMES AND AGREED CONTRACTUAL TRANSFER CRITERIA FOR THE FOLLOWING WASTES”.

The Parties agree that the future category A waste Volume Credit will be consumed according to the following rules:

1. The future category A waste are split into six compliance groups expressing the risks and additional costs supported by Be.Gov after transfer to ensure compliance with the catA surface disposal :
    1. Four compliance groups which are designated H1, H2, H3 and H4 for the future waste 400 litres drums (these waste are using the HEC, HOC, HEC-B and HOC-B Waste Package Transfer Criteria) :
        1. Compliance group H1 applies for wastes that comply either with:
            1. all non-relaxed criteria
            2. all the non-relaxed criteria except HEC C CTC-404A but comply with HEC C CTC-404D
            3. all the non-relaxed criteria except HEC C CTC-406A but comply with HEC C CTC-406B
        2. Compliance groups H2, H3 and H4 apply for wastes that comply with relaxed criteria in a graded approach where the risks for compliance after Transfer of H4 are higher than those for H3 being on their turn higher than those for H2.
    2. Two compliance groups for the future Monoliths Type 3, which are designated MT3-1 and MT3-2 respectively:
        1. Compliance group MT3-1 applies for wastes that comply either with:
            1. all non-relaxed criteria
            2. all the non-relaxed criteria except CT3 CTC-405A but comply with CT3 CTC-405B
            3. all the non-relaxed criteria except CT3 CTC-404A but comply with CT3 CTC-404B
        2. Compliance group MT3-2 applies for wastes that comply with relaxed criteria except for the CT3 CTC-405B transfer criteria and/or CT3 CTC-404B transfer criteria.

There are two credits defined for the surface disposal :

- The Physical Disposal Volume Credit corresponds to the physical occupation volume of the Transferred waste in the final disposal catA. For the avoidance of doubt, in the case the Physical Disposal Volume credit is totally consumed, the Volumetric Adjustment Fee for catA will have to be applied for the additional Physical Disposal Volume Credit.

- The Compliance Credit which does not correspond to a physical occupation but reflects the risks supported by Be.Gov after Transfer to ensure compliance with the catA surface disposal due to the relaxation of the contractual transfer criteria for the groups H2, H3, H4 and MT3-2. In the case the Compliance Credit is totally consumed, the Volumetric Adjustment Fee for catA will have to be applied for the additional Compliance Credit .

No transfer is allowed between the two aforementioned Credits.

For each Nuclear Waste Package transferred to Be.Gov, both Credits will be consumed according to the following rule for consumptions :

- Physical Disposal Volume Credit : H1, H2, H3, H4, MT3-1 and MT3-2 groups shall consume the Physical Disposal Volume Credit in m³ according to the following formula: A * number of Transferred Packages.

Compliance Group	Transferred Package	Consumption of Physical Disposal Volume per Transferred Package [m³ / Transferred Package]	Physical Disposal Volume Credit consumption Factor [-]	Total Physical Disposal Volume Credits for H1, H2, H3, H4, MT3-1 and MT3-2 [m³]
		A	**B**	**C**
H1	400 l drum	1,28	1	8.503
H2	400 l drum	1,28	1	3.370
H3	400 l drum	1,28	1	2.023

H4	400 l drum	1,28	1	2.065
MT3-1	CT-3	6,14	1	39.106
MT3-2	CT-3	6,14	1	4.599
Total				**59.666**

- Compliance Credit : On top of that, H2, H3, H4 and MT3-2 groups shall consume additional Compliance Credit in m³-equivalent according the following formula: F * number of Transferred Packages. The factor F and the Compliance Credit are provided in the table below.

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Compliance Group	Compliance Group Factor [-]	Compliance credit consumption factor [-]	Compliance Credit consumption per Transferred Package [m³-eq / Transferred Package]	Total Compliance Credits for H2, H3, H4 and MT3-2 [m³-eq]
	D	**E = D – B**	**F = A * E**	**G = C * E**
H1	1	0	0	-
H2	1,226	0,226	0,289	762
H3	1,951	0,951	1,217	1.923
H4	7,292	6,292	8,054	12.992
MT3-1	1	0	0	-
MT3-2	1,248	0,248	1,523	1.141
Total				**16.818**

3. TRANSFER OF THE HISTORICAL CATEGORY A WASTE

The Historical Category A Waste will be Transferred to BEGOV upon payment of the Capped Amount, in the state in which it is at the Execution Date, provided that the Nuclear Operator provides to ONDRAF-NIRAS all information available to the Nuclear Operator in relation thereto. This constitutes the Contractual Transfer Criteria for this Historical Category A Waste.

APPENDIX: VOLUMES AND AGREED CONTRACTUAL TRANSFER CRITERIA FOR THE FOLLOWING WASTES

Inventory of Electrabel radioactive category A waste

E = Existing waste present on the BP site on 31/12/2021 / OE = Existing and already conditionned waste present on EBL Site on 31/12/2021
OF = Future exploitation wastes / P = Future Post Operational Phase (POP) wastes / D = Future dismantling wastes
MWS (Material and Waste Streams) structure based on commune EBL-ONDRAF 2022-0958 note
Applicable formulas :

NBR Monolithes [#] = (NBR transfered packages [#]) / NBR transfered packages per Monolithe [#/Mon]
Physical Disposal Volume Credit [m³] = NBR Monolithes [#] * Monolithe Unit Volume [m³/#]

Regroupement	FamCode/MWSCode	SubMWSCode	WASTE PACKAGE TC	Chloriden	Sulfaten	ASR/DEF	Cellulose	Other criteria	Compliance Group	Compliance Group Factor [-]	Transfered Package	NBR Trasnfered packages [#]	Filling rate Monlithes = NBR Transfered packages per Monolithe [#/Mon]	NBR Monolithes [#]	Monolithe Unit Volume [m³/#]	Physical Disposal Volume Credit [m³]	Compliance Credit [m³-equivalent]
										W		B	E	F=B/E	G	H=F*G	J=H*(W-1)
OF-01-Concentrats CNT	CONCT-CNT-400		HOC	404A	409	408	406		H1	1	400 l drum	905,3	4	226,31	5,12	1.158,73	-
OF-02-Concentrats KCD	CONCT-KCD-400		HOC	404B	409	408	406		H3	1,951	400 l drum	403,6	4	100,89	5,12	516,56	491,25
	CONCT-KCD-400		HOC	404C	409	408	406		H4	7,292	400 l drum	269,0	4	67,26	5,12	344,37	2.166,78
OF-03-Filtres EBL	FILTR-CNT-400-A		HEC	404A	409A	408A	406A		H1	1	400 l drum	6,8	4	1,69	5,12	8,64	-
	FILTR-KCD-400-A		HEC	404A	409A	408A	406A		H1	1	400 l drum	151,1	4	37,76	5,12	193,34	-
	FILTR-CNT-400-A + FILTR-KCD-400-A		HEC-B	404	409	408	406		H4	7,292	400 l drum	10,0	4	2,50	5,12	12,80	80,54
OF-04-Resines EBL	RESIN-CNT-C400-A		HOC	404A	409	408	406		H1	1	400 l drum	592,7	4	148,17	5,12	758,63	-
	RESIN-CNT-C400-A		HOC-B	404	409	408	406		H4	7,292	400 l drum	197,6	4	49,39	5,12	252,88	1.591,09
	RESIN-KCD-C400-A		HOC	404A	409	408	406		H1	1	400 l drum	236,5	4	59,12	5,12	302,69	-

	RESIN-KCD-C400-A		HOC-B	404	409	408	406		H4	7,292	400 l drum	78,8	4	19,71	5,12	100,90	634,84
OF-05-Varia EBL	VARIA-CNT-400-A	DO Metal & DO beton (non sensitive to ASR/DEF)	HEC	404A	409A	408A	406A		H1	1	400 l drum	63,2	4	15,80	5,12	80,88	-
	VARIA-CNT-400-A	DO beton (sensitive to ASR/DEF)	HEC	404A	409A	408C	406A		H2	1,226	400 l drum	1,0	4	0,25	5,12	1,28	0,29
	VARIA-CNT-400-A	DO Potentially conform (A0 and other PBC)	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	29,6	4	7,41	5,12	37,92	8,57
	VARIA-CNT-400-A	DO non-conform	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	4,9	4	1,23	5,12	6,32	6,01
	VARIA-KCD-400-A	DO Metal & DO beton (non sensitive to ASR/DEF)	HEC	404A	409A	408A	406A		H1	1	400 l drum	142,8	4	35,70	5,12	182,77	-
	VARIA-KCD-400-A	DO Conform waste with ASR/DEF risk	HEC	404A	409A	408C	406A		H2	1,226	400 l drum	2,0	4	0,50	5,12	2,56	0,58
	VARIA-KCD-400-A	DO Potentially conform (A0 and other PBC)	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	66,8	4	16,71	5,12	85,54	19,33
	VARIA-KCD-400-A	DO non-conform	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	11,1	4	2,78	5,12	14,26	13,56
OF-06-Dechets Compactes	SCOMP-CILVA-400	Conform (M0, M3, M7, MV, A7, B1, FC, I1, I2, …)	HEC	404A	409A	408A	406A		H1	1	400 l drum	316,8	4	79,20	5,12	405,50	-
		Conform waste with ASR/DEF risk (A17-Z3, ZA, …)	HEC	404A	409A	408C	406A		H2	1,226	400 l drum	26,4	4	6,60	5,12	33,79	7,64
		Potentally conform waste (AO, I2, ZA, …)	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	158,4	4	39,60	5,12	202,75	45,82
		Non-conform waste (ZG, …)	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	26,4	4	6,60	5,12	33,79	32,14
OF-07-Dechets Non Compactes	NCOMP-CILVA-400	Conform (M0, M3, M7, MV, A7, B1, FC, I1, I2, …)	HEC	404A	409A	408A	406A		H1	1	400 l drum	18,0	4	4,50	5,12	23,04	-
		Conform waste with ASR/DEF risk (A17-Z3, ZA, …)	HEC	404A	409A	408C	406A		H2	1,226	400 l drum	1,5	4	0,38	5,12	1,92	0,43
		Potentally conform waste (AO, I2, …)	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	9,0	4	2,25	5,12	11,52	2,60
		Non-conform waste (ZG, …)	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	1,5	4	0,38	5,12	1,92	1,83

OF-08-Cendres	ASHES-CILVA-400		HEC	404B	409A	408A	406A		H4	7,292	400 l drum	52,3	4	13,08	5,12	66,99	421,53
			HEC	404C	409B	408A	406A		H4	7,292	400 l drum	13,1	4	3,27	5,12	16,75	105,38
P-01-Concentrats CNT	CONCT-CNT-400		HOC	404A	409	408	406		H1	1	400 l drum	208,2	4	52,05	5,12	266,50	-
P-02-Concentrats KCD	CONCT-KCD-400		HOC	404B	409	408	406		H3	1,951	400 l drum	126,8	4	31,71	5,12	162,34	154,39
	CONCT-KCD-400		HOC	404C	409	408	406		H4	7,292	400 l drum	84,6	4	21,14	5,12	108,23	680,96
P-03-Filtres EBL	FILTR-CNT-400-A		HEC	404A	409A	408A	406A		H1	1	400 l drum	83,0	4	20,75	5,12	106,22	-
	FILTR-KCD-400-A		HEC	404A	409A	408A	406A		H1	1	400 l drum	88,8	4	22,21	5,12	113,69	-
	FILTR-CNT-400-A + FILTR-KCD-400-A	Highly contaminated filters	HEC-B	404	409	408	406		H4	7,292	400 l drum	10,0	4	2,50	5,12	12,80	80,54
P-04-Resines EBL	RESIN-CNT-C400-A		HOC	404A	409	408	406		H1	1	400 l drum	216,0	4	53,99	5,12	276,43	-
	RESIN-CNT-C400-A		HOC-B	404	409	408	406		H4	7,292	400 l drum	72,0	4	18,00	5,12	92,14	579,76
	RESIN-KCD-C400-A		HOC	404A	409	408	406		H1	1	400 l drum	280,5	4	70,13	5,12	359,09	-
	RESIN-KCD-C400-A		HOC-B	404	409	408	406		H4	7,292	400 l drum	93,5	4	23,38	5,12	119,70	753,13
P-05-Varia EBL	VARIA-CNT-400-A	DO Metal & DO beton (non sensitive to ASR/DEF)	HEC	404A	409A	408A	406A		H1	1	400 l drum	175,5	4	43,88	5,12	224,67	-
	VARIA-CNT-400-A	DO beton (sensitive to ASR/DEF)	HEC	404A	409A	408C	406A		H2	1,226	400 l drum	14,6	4	3,66	5,12	18,72	4,23
	VARIA-CNT-400-A	DO Potentially conform (A0 and other PBC)	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	87,8	4	21,94	5,12	112,33	25,39
	VARIA-CNT-400-A	DO non-conform	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	14,6	4	3,66	5,12	18,72	17,81
	VARIA-KCD-400-A	DO Metal & DO beton (non sensitive to ASR/DEF)	HEC	404A	409A	408A	406A		H1	1	400 l drum	132,3	4	33,06	5,12	169,29	-
	VARIA-KCD-400-A	DO Conform waste with ASR/DEF risk	HEC	404A	409A	408C	406A		H2	1,226	400 l drum	11,0	4	2,76	5,12	14,11	3,19
	VARIA-KCD-400-A	DO Potentially conform (A0 and other PBC)	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	66,1	4	16,53	5,12	84,65	19,13

	VARIA-KCD-400-A	DO non-conform	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	11,0	4	2,76	5,12	14,11	13,42
P-06-Dechets Compactes	SCOMP-CILVA-400	Conform (M0, M3, M7, MV, A7, B1, FC, I1, I2, …)	HEC	404A	409A	408A	406A		H1	1	400 l drum	984,1	4	246,03	5,12	1.259,69	-
	SCOMP-CILVA-400	Conform waste with ASR/DEF risk (A17-Z3, ZA, …)	HEC	404A	409A	408C	406A		H2	1,226	400 l drum	82,0	4	20,50	5,12	104,97	23,72
	SCOMP-CILVA-400	Potentally conform waste (AO, I2, ZA, …)	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	492,1	4	123,02	5,12	629,85	142,35
	SCOMP-CILVA-400	Non-conform waste (ZG, …)	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	82,0	4	20,50	5,12	104,97	99,83
P-07-Dechets Non Compactes	NCOMP-CILVA-400	Conform (M0, M3, M7, MV, A7, B1, FC, I1, I2, …)	HEC	404A	409A	408A	406A		H1	1	400 l drum	234,6	4	58,66	5,12	300,34	-
	NCOMP-CILVA-400	Conform waste with ASR/DEF risk (A17-Z3, ZA, …)	HEC	404A	409A	408C	406A		H2	1,226	400 l drum	19,6	4	4,89	5,12	25,03	5,66
	NCOMP-CILVA-400	Potentally conform waste (AO, I2, ZA, …)	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	117,3	4	29,33	5,12	150,17	33,94
	NCOMP-CILVA-400	Non-conform waste (ZG, …)	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	19,6	4	4,89	5,12	25,03	23,80
P-08-Cendres	ASHES-CILVA-400		HEC	404B	409A	408A	406A		H4	7,292	400 l drum	27,3	4	6,82	5,12	34,93	219,80
			HEC	404C	409B	408A	406A		H4	7,292	400 l drum	6,8	4	1,71	5,12	8,73	54,95
D - MWS	Activated liner	Monol. Type III - 16 pellets MW,SM	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	36,6	1	36,57	6,14	224,53	-
		Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	171,3	1	171,27	6,14	1.051,57	-
	BIOSHIELD	Monol. Type III - concrete (no ASR/DEF)	CT-3	405B	408	407A	404A		MT3-1	1	CT-3	3.156,2	1	3.156,21	6,14	19.379,10	-
		Monol. Type III - concrete (Ca41 > CLI)	CT-3	405B	408	407B	404A	501B	MT3-2	1,248	CT-3	-	1	-	6,14	-	-
		Monol. Type III - concrete (with ASR/DEF)	CT-3	405B	408	407B	404A		MT3-2	1,248	CT-3	749,0	1	749,00	6,14	4.598,86	1.140,52
		Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	0,5	1	0,50	6,14	3,09	-
	CABLES	Monol. Type III - 24 pellets IW	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	70,7	1	70,74	6,14	434,33	-
			CT-3	405A	408	407A	404B		MT3-1	1	CT-3	17,7	1	17,68	5,12	90,55	-
	CONTROL ROD DRIVE MECHANISM	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	92,4	1	92,41	6,14	567,42	-

ELECTRICAL CABINETS	Monol. Type III - 16 pellets MW,SM	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	7,6	1	7,63	6,14	46,83	-
Heat exchangers	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	9,3	1	9,28	6,14	56,97	-
HETEROGENEOUS METALS	Monol. Type III - 16 pellets MW,SM	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	10,2	1	10,21	6,14	62,67	-
		HEC	404A	409A	408A	406A		H1	1	400 l drum	152,8	4	38,21	5,12	195,62	-
	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	204,7	1	204,71	6,14	1.256,90	-
HOMOGENEOUS METAL	Monol. Type III - 16 pellets MW,SM	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	39,5	1	39,48	6,14	242,42	-
		HEC	404A	409A	408A	406A		H1	1	400 l drum	28,1	4	7,02	5,12	35,94	-
	Monol. Type III - 20 pellets MW,LM	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	54,2	1	54,19	6,14	332,71	-
		HEC	404A	409A	408A	406A		H1	1	400 l drum	38,5	4	9,63	5,12	49,32	-
	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	155,4	1	155,36	6,14	953,89	-
INSULATION	Monol. Type III - 24 pellets IW	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	65,6	1	65,55	6,14	402,50	-
NEW-ASBESTOS	Monol. Type I - A17I2 - Insulation	HEC	404A	409A	408C	406C		H3	1,951	400 l drum	596,4	4	149,11	5,12	763,45	726,04
NEW-ASBESTOS	Monol. Type I - A17I2 - Insulation	HEC	404C	409C	408C	406C		H4	7,292	400 l drum	149,1	4	37,28	5,12	190,86	1.200,91
NEW-SOLID FROM MELTING	Monol. Type III - 16 pellets MeltW	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	63,0	1	63,02	6,14	386,93	-
Pressurizers	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	23,1	1	23,10	6,14	141,81	-
Racks	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	14,7	1	14,73	6,14	90,44	-
REACTOR COOLING SYSTEM PIPES	Monol. Type III - 16 pellets MW,SM	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	5,3	1	5,28	6,14	32,43	-
	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	25,5	1	25,47	6,14	156,40	-
RPV+RVCH	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	417,1	1	417,06	6,14	2.560,74	-
	Monol. Type III - steel (10-90m shield)	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	249,1	1	249,12	6,14	1.529,60	-
RPV Insulation	Monol. Type III - 24 pellets IW	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	8,9	1	8,91	6,14	54,69	-
	Monol. Type III - met. Insul. (0-90m shield)	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	36,1	1	36,12	6,14	221,80	-
RPV Internals	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	59,3	1	59,35	6,14	364,38	-

	Monol. Type III - steel (10-90m shield)	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	81,0	1	81,03	6,14	497,51	-
RPV Supports	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	3,7	1	3,73	6,14	22,91	-
	Monol. Type III - steel (10-90m shield)	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	30,7	1	30,72	6,14	188,61	-
RUBBLES FROM DECONTA WORKS	Monol. Type III - concrete (non ASR/DEF)	HEC	404D	409A	408A	406A		H1	1	400 l drum	965,4	4	241,35	5,12	1.235,69	-
	Monol. Type III - concrete (sensitive to ASR/DEF)	HEC	404D	409A	408C	406A		H2	1,226	400 l drum	965,4	4	241,35	5,12	1.235,69	279,27
Secondary waste	Monol. Type I - A11A2 - Combustible (Ashes)	HEC	404B	409A	408A	406A		H4	7,292	400 l drum	372,2	4	93,04	5,12	476,39	2.997,43
	Monol. Type I - A11A2 - Combustible (Ashes)	HEC	404C	409B	408A	406A		H4	7,292	400 l drum	93,0	4	23,26	5,12	119,10	749,36
	Monol. Type I - B03 - Oil (Ashes)	HEC	404C	409B	408A	406A		H4	7,292	400 l drum	3,0	4	0,75	5,12	3,83	24,12
	Monol. Type I - concentrates (4x400l) - CNT	HOC	404A	409	408	406		H1	1	400 l drum	182,2	4	45,54	5,12	233,19	-
	Monol. Type I - concentrates (4x400l) - KCD	HOC	404B	409	408	406		H3	1,951	400 l drum	121,3	4	30,33	5,12	155,27	147,66
	Monol. Type I - concentrates (4x400l) - KCD	HOC	404C	409	408	406		H4	7,292	400 l drum	80,9	4	20,22	5,12	103,51	651,30
	Monol. Type I - solids (4x400l) - Conform	HEC	404A	409A	408A	406A		H1	1	400 l drum	440,2	4	110,06	5,12	563,48	-
	Monol. Type I - solids (4x400l) - Potentially conform	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	220,1	4	55,03	5,12	281,74	63,67
	Monol. Type I - solids (4x400l) - Non conform	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	73,4	4	18,34	5,12	93,91	89,31
	Monol. Type III - 20 pellets MW,LM - Conform	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	82,0	1	81,97	6,14	503,29	-

		Monol. Type III - 20 pellets MW,LM - Potentally conform	HEC	404A	409A	408C	406B		H2	1,226	400 l drum	262,3	4	65,58	5,12	335,75	75,88
		Monol. Type III - 20 pellets MW,LM - Non coform	HEC	404C	409C	408C	406C		H3	1,951	400 l drum	87,4	4	21,86	5,12	111,92	106,43
	Steam generators	Monol. Type III - 16 pellets MW,SM	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	821,4	1	821,40	6,14	5.043,42	-
		Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	257,3	1	257,28	6,14	1.579,68	-
	Tanks	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	64,1	1	64,06	6,14	393,33	-
	Valves	Monol. Type III - metallic	CT-3	405A	408	407A	404A		MT3-1	1	CT-3	37,9	1	37,93	6,14	232,87	-
Total																**59.666,32**	**16.818,08**

The table above is provided under the main assumption/condition that:

- All CTC : No prohibitive criteria in the CTC HEC, HOC and CT-3 transmitted on the 20.06.2023 which would prevent industrial applicability.

APPENDIX: Historical CAT A Wastes

Inventory of Electrabel radioactive category A waste

E = Existing waste present on the BP site on 31/12/2021 / OE = Existing and already conditionned waste present on EBL Site on 31/12/2021
OF = Future exploitation wastes / P = Future Post Operational Phase (POP) wastes / D = Future dismantling wastes
MWS (Material and Waste Streams) structure based on commune EBL-ONDRAF 2022-0958 note
Applicable formulas :

NBR Monolithes [#] = (NBR transfered packages [#]) / NBR transfered packages per Monolithe [#/Mon]
Physical Disposal Volume Credit [m³] = NBR Monolithes [#] * Monolithe Unit Volume [m³/#]

Regroupement	FamCode/MWSCode	SubMWSCode	WASTE PACKAGE TC	Transfered Package	NBR Trasnfered packages [#]	Filling rate Monlithes = NBR Transfered packages per Monolithe [#/Mon]	NBR Monolithes [#]	Monolithe Unit Volume [m³/#]	Physical Disposal Volume Credit [m³]
					B	E	F=B/E	G	H=F*G
E-01-Filtres EBL	FILTR-CNT-1500		Historical BP	1500 l drum	13,0	1	13,00	6,14	79,82
	FILTR-CNT-1600-A		Historical BP	1600 l drum	40,0	1	40,00	6,14	245,60
	FILTR-CNT-400-A		Historical BP	400 l drum	890,0	4	222,50	5,12	1.139,20
	FILTR-KCD-400-A		Historical BP	400 l drum	801,0	4	200,25	5,12	1.025,28
E-02-Concentrats CNT	CONCT-CNT-1500		Historical BP	1500 l drum	98,0	1	98,00	6,14	601,72
	CONCT-CNT-1600		Historical BP	1600 l drum	25,0	1	25,00	6,14	153,50
	CONCT-CNT-220		Historical BP	220 l drum	30,0	5	6,00	5,12	30,72
	CONCT-CNT-400		Historical BP	400 l drum	4.033,0	4	1.008,25	5,12	5.162,24
	CONCT-CNT-400G		Historical BP	400 l drum	96,0	4	24,00	6,14	147,36
	MIXED-CNT-1500-A		Historical BP	1500 l drum	189,0	1	189,00	6,14	1.160,46
E-03-Resines CNT	RESIN-CNT-C1500		Historical BP	1500 l drum	5,0	1	5,00	6,14	30,70

	RESIN-CNT-C400-A		Historical BP	400 l drum	209,0	4	52,25	5,12	267,52
E-04-Varia EBL	VARIA-CNT-1500-A		Historical BP	1500 l drum	21,0	1	21,00	6,14	128,94
	VARIA-CNT-1600-A		Historical BP	1600 l drum	26,0	1	26,00	6,14	159,64
	VARIA-CNT-400-A		Historical BP	400 l drum	636,0	4	159,00	5,12	814,08
	VARIA-KCD-400-A		Historical BP	400 l drum	174,0	4	43,50	5,12	222,72
E-05-Dechets Compactes	SCOMP-BGEVCO-400		Historical BP	400 l drum	1.622,7	4	405,68	5,12	2.077,06
	SCOMP-CILVA-400		Historical BP	400 l drum	5.102,8	4	1.275,69	5,12	6.531,55
E-06-Dechets Non Compactes	NCOMP-BGEVCO-400		Historical BP	400 l drum	260,4	4	65,10	5,12	333,32
	NCOMP-CILVA-400		Historical BP	400 l drum	-	4	-	5,12	-
E-07-Cendres	ASHES-BGEVCO-400		Historical BP	400 l drum	107,2	4	26,79	5,12	137,15
	ASHES-CILVA-400		Historical BP	400 l drum	338,6	4	84,64	5,12	433,38
E-08-HRASol	SOLID-HRA-SOL-400-A		Historical BP	400 l drum	0,8	4	0,20	5,12	1,00
E-09-Boues	SLUDGE-220-A		Historical BP	220 l drum	-	5	-	5,12	-
	SLUDGE-400-A		Historical BP	400 l drum	220,5	4	55,14	5,12	282,30
	SLUDGE-400V-A		Historical BP	400 l drum	-	4	-	6,14	-
E-10-Resines Polymers CNT	RESIN-CNT-R1500-A		Historical BP	1500 l drum	167,0	1	167,00	6,14	1.025,38
	RESIN-CNT-R1600		Historical BP	1600 l drum	17,0	1	17,00	6,14	104,38
	RESIN-CNT-R400-A		Historical BP	400 l drum	769,0	4	192,25	5,12	984,32
E-11-cementering langs de weg	SOLID-233-SCK-220		Historical BP	220 l drum	152,9	5	30,57	5,12	156,53
	SOLID-233-SCK-400		Historical BP	400 l drum	1.047,9	4	261,97	5,12	1.341,29
	SOLID-233-SCK-400V		Historical BP	400 l drum	1.076,2	4	269,06	6,14	1.652,03
E-12-Dechets Gel	CONCT-KCD-220		Historical BP	220 l drum	1,0	5	0,20	5,12	1,02
	CONCT-KCD-400		Historical BP	400 l drum	657,0	4	164,25	5,12	840,96
	CONCT-KCD-400V		Historical BP	400 l drum	466,0	4	116,50	6,14	715,31

	MIXED-KCD-400-A		Historical BP	400 l drum	4.860,0	4	1.215,00	5,12	6.220,80
	MIXED-KCD-400V-A		Historical BP	400 l drum	485,0	4	121,25	6,14	744,48
	MIXED-KCD-600		Historical BP	600 l drum	21,0	1	21,00	6,14	128,94
	RESIN-KCD-1000-A		Historical BP	1000 l drum	75,0	1	75,00	6,14	460,50
	RESIN-KCD-C400-A		Historical BP	400 l drum	1.203,0	4	300,75	5,12	1.539,84
	RESIN-KCD-C400V		Historical BP	400 l drum	500,0	4	125,00	6,14	767,50
OE-01-Concentrats CNT	CONCT-CNT-400		Historical NS	400 l drum	338,0	4	84,50	5,12	432,64
OE-02-Concentrats KCD	CONCT-KCD-400		Historical NS	400 l drum	365,0	4	91,25	5,12	467,20
OE-03-Filtres EBL	FILTR-CNT-400-A		Historical NS	400 l drum	140,0	4	35,00	5,12	179,20
	FILTR-KCD-400-A		Historical NS	400 l drum	-	4	-	5,12	-
OE-04-Resines EBL	RESIN-CNT-C400-A		Historical NS	400 l drum	-	4	-	5,12	-
	RESIN-KCD-C400-A		Historical NS	400 l drum	109,0	4	27,25	5,12	139,52
OE-05-Varia EBL	VARIA-CNT-400-A		Historical NS	400 l drum	53,0	4	13,25	5,12	67,84
	VARIA-KCD-400-A		Historical NS	400 l drum	335,0	4	83,75	5,12	428,80
Total									**39.563,73**

Schedule 2
Volumes and Contractual Transfer Criteria for Category B Waste

1. VOLUMES

See the table in the Appendix “VOLUMES AND AGREED CONTRACTUAL TRANSFER CRITERIA FOR THE FOLLOWING WASTES” and also the table in the Appendix “Historical CAT B Wastes” below.

At the moment of Transfer of Historical Category B Waste, the following volume will be deducted from the total Volume Credits: 626,68 m of Final Repository Length (as mentioned in “Appendix Historical CAT B Wastes”), which for the avoidance of doubt do not include the Volume Credits for Future Category B Waste.

2. AGREED CONTRACTUAL TRANSFER CRITERIA FOR CATEGORY B WASTE

The reference documents for the Contractual Transfer Criteria for the Nuclear Waste Packages Category B Waste are the following ones:

- Transfercriteria voor het afval van de families RPVINT-KCD-MLW en RPVINT-CNT-MLW (21/06/2023)
- Transfercriteria voor het afval van de families MAD-CNT-EOPEOR en MAD-KCD-EOPEOR (21/06/2023)
- Transfercriteria voor het afval van de families MAD-KCD-CSD en MAD-CNT-CSD (21/06/2023).

The agreed Contractual Transfer Criteria are mentioned in the Appendix to this Schedule “VOLUMES AND AGREED CONTRACTUAL TRANSFER CRITERIA FOR THE FOLLOWING WASTES”.

The Parties are committed to develop the homogeneous cementation as a conditioning solution for the pyrolyzed resins. If this solution is not technically achievable in a reasonable period of time and not later than 31/12/2035, the Parties will evaluate the development of new contractual transfer criteria based on heterogeneous cementation as conditioning solution for the pyrolyzed resins.

3. TRANSFER OF THE HISTORICAL CATEGORY B WASTE

The Historical Category B Waste will be Transferred to BEGOV upon payment of the Capped Amounts, in the state in which it is at that time, provided that the Nuclear Operator provides to ONDRAF-NIRAS all information available to the Nuclear Operator in relation thereto. This constitutes the Contractual Transfer Criteria for this Historical Category B Waste.

4. TRANSFER OF FUTURE CATEGORY B WASTE

For each primary Waste Package belonging to one of the following families:

- MAD-CNT-CSD,
- MAD-KCD-CSD,
- MAD-CNT-EOPEOR,
- MAD-KCD-EOPEOR,
- RPVINT-CNT-MLW
- RPVINT-KCD-MLW

the corresponding Volume Credit is calculated as follows:

- Using a methodology approved by NIRAS-ONDRAF (without taking into account the uncertainty of the declared radiological content), the dose rate at 1 meter around a type CB-5 monolith in which x times the same primary Waste Package would be conditioned, is calculated. The highest value of x (x_max) is then determined for which on 01/01/2080 the maximum dose rate of the monolith is limited to 25 µSv/h at 1 meter.
- The consumption of the corresponding Volume Credit for Future Category B Waste by this primary Waste Package is equal to 1/x_max.
- The outer length of a CB-5 monolith, as described in Annex 6 of the CTC of RPVINT-KCD-MLW and/or RPVINT-CNT-MLW, can be adjusted up to a maximum value of 3 meters with no other change.

If the compliance with the CTC with numbers #501, #610, #615, #617 or #618 contained in “Transfercriteria voor het afval van de families RPVINT-KCD-MLW en RPVINT-CNT-MLW (21/06/2023)” requires the construction of a new storage building for TSC containers, the associated cost will be borne by NuclearCo. NIRAS/ONDRAF and NuclearCo take the commitment to jointly work to optimize the solution.

APPENDIX: VOLUMES AND AGREED CONTRACTUAL TRANSFER CRITERIA FOR THE FOLLOWING WASTES

Grouping	Family Code	WASTE PACKAGE TC	Unit for PRIMARY WASTE PACKAGE	Transferred package	NBR Transferred packages [#]	NBR of Volume Credits [#]
P-01-Resines EBL	MAD-CNT-CSD	CSD	TSC	400 l TSC	102.50	15
	MAD-KCD-CSD	CSD	TSC	400 l TSC	102.50	15
P-02-EOP EBL	MAD-CNT-EOPEOR	EOP	Robatel R86	2,852 m³ Robatel R86 with a 812 l basket	34.50	17
	MAD-KCD-EOPEOR	EOP	Robatel R86	2,852 m³ Robatel R86 with a 812 l basket	34.50	17
D-01-RPVI EBL	RPVINT-CNT-MLW	RPVI	TSC	TSC with 645 l basket unloaded from Modified Robatel R73	194.00	146
	RPVINT-KCD-MLW	RPVI	TSC	TSC with 645 l basket unloaded from Modified Robatel R73	194.00	146
Total						**356**

APPENDIX: Historical CAT B Wastes

E = Historical Category B Waste present on the BP site on 31/12/2021 / OE = Historical Category B Waste present on EBL Site on 31/12/2021

OF = Future Category B Waste related to exploitation / P = Future Category B Waste related to Post Operational Phase (POP) / D = Future Category B Waste related to dismantling
Technical code as provided in appendix 1 of the Contract for the Removal of Nuclear Waste to convert in financial code used to determine the VRF and EQ factors (AO being the waste description according to TNT-2 ref. 2020-0827F)

Applicable formulas :

Interim storage Waste Volume [m^3] = NBR interim storage packages CNT+KCD [#] * Unit Volume of interim storage packages [m^3/package]

NBR Monoliths [#] = (NBR interim storage packages CNT+KCD [#]) / NBR interim storage packages per Monolith [#/Mon]

Equivalent Disposal Volume [m^3] = NBR Monoliths [#] * Monolith Unit Volume [m^3/#]

Disposal Length Consumption [m] = Conversion Factor [m / Unit for PRIMARY WASTE] * Quantity of Primary Wastes [Unit for PRIMARY WASTE]

$$\text{Conversion Factor [m / Unit for PRIMARY WASTE]} = \frac{Monolithe\ Unit\ Length\ [m/Mon]}{Filling\ rate\ for\ Interim\ Storage\ [Unit\ for\ Filing\ rate] * NBR\ \ Interim\ storage\ packages\ per\ Monolithe\ [\#/Mon]}$$

Regroupement	FamCode	Comment	Unit for PRIMARY WASTE	Filling rate for Interim Storage	Packaging	NBR packages CNT+KCD [#]	Unit Volume of interim storage packages [m³/package]	Interim storage Waste Volume [m³]	Monolithe	Filling rate Monlithes = NBR packages per Monolithe [#/Mon]	NBR Monolithes [#]	Monolithe Unit Length [m/Monolithe]	Final Repository Length [m]	Conversion Factor [m / *Unit for PRIMARY WASTE*]
				A		B	C	D=B*C		E	F=B/E	G	H=F*G	I=G/(A*E)
E-01-Filtres EBL	FILTR-CNT-400-B	Historical	Number of 400 l drum	1	400 l drum	41,00	0,40	16,40	CB-5	8,00	5,13	2,84	14,53	0,354
	FILTR-KCD-400-B	Historical	Number of 400 l drum	1	400 l drum	9,00	0,40	3,60	CB-5	8,00	1,13	2,84	3,19	0,354
	FILTR-CNT-1600-B	Historical	Number of 1600 l drum	1	1600 l drum	22,00	1,60	35,20	CB-1	1,00	22,00	1,95	42,90	1,950
	FILTR-CNT-400-B	Historical	Number of 400 l drum	1	400 l drum	60,00	0,40	24,00	CB-5	8,00	7,50	2,84	21,26	0,354
E-02-Resines CNT	RESIN-CNT-C400-B	Historical	Number of 400 l drum	1	400 l drum	4,00	0,40	1,60	CB-5	8,00	0,50	2,84	1,42	0,354
	RESIN-CNT-R400-B	Historical	Number of 400 l drum	1	400 l drum	8,00	0,40	3,20	CB-5	8,00	1,00	2,84	2,84	0,354
	RESIN-CNT-R1500-B	Historical	Number of 1500 l drum	1	1500 l drum	3,00	1,50	4,50	CB-1	1,00	3,00	1,95	5,85	1,950
E-03-Resines KCD	RESIN-KCD-1000-B	Historical	Number of 1000 l drum	1	1000 l drum	32,00	1,00	32,00	CB-1	1,00	32,00	1,95	62,40	1,950
	RESIN-KCD-C400-B	Historical	Number of 400 l drum	1	400 l drum	8,00	0,40	3,20	CB-5	8,00	1,00	2,84	2,84	0,354
	RESIN-KCD-1000-B	Historical	Number of 1000 l drum	1	1000 l drum	43,00	1,00	43,00	CB-1	1,00	43,00	1,95	83,85	1,950
E-04-Varia EBL	MIXED-KCD-400-B	Historical	Number of 400 l drum	1	400 l drum	1,00	0,40	0,40	CB-5	8,00	0,13	2,84	0,35	0,354
	VARIA-CNT-400-B	Historical	Number of 400 l drum	1	400 l drum	43,00	0,40	17,20	CB-5	8,00	5,38	2,84	15,24	0,354
	VARIA-KCD-400-B	Historical	Number of 400 l drum	1	400 l drum	8,00	0,40	3,20	CB-5	8,00	1,00	2,84	2,84	0,354
	MIXED-KCD-400-B	Historical	Number of 400 l drum	1	400 l drum	1,00	0,40	0,40	CB-5	8,00	0,13	2,84	0,35	0,354

	MIXED-KCD-400V-B	Historical	Number of 400 l drum	1	400 l drum	3,00	0,40	1,20	CB-5	8,00	0,38	2,84	1,06	0,354
	VARIA-CNT-1500-B	Historical	Number of 1500 l drum	1	1500 l drum	1,00	1,50	1,50	CB-1	1,00	1,00	1,95	1,95	1,950
	VARIA-CNT-1600-B	Historical	Number of 1600 l drum	1	1600 l drum	66,00	1,60	105,60	CB-1	1,00	66,00	1,95	128,70	1,950
	VARIA-CNT-400-B	Historical	Number of 400 l drum	1	400 l drum	5,00	0,40	2,00	CB-5	8,00	0,62	2,84	1,77	0,354
E-05-Dechets Compactes	LOW-A3X-400	Historical	Number of 400 l drum	1	400 l drum	0,87	0,40	0,35	CB-5	8,00	0,11	2,84	0,31	0,354
	SCOMP-TRACY-400	Historical	Number of 400 l drum	1	400 l drum	3,37	0,40	1,35	CB-5	8,00	0,42	2,84	1,19	0,354
E-06-Cendres	ASHES-TRACY-400	Historical	Number of 400 l drum	1	400 l drum	96,12	0,40	38,45	CB-5	8,00	12,01	2,84	34,06	0,354
E-07-HRASol	SOLID-HRA-SOL-400-B	Historical	Number of 400 l drum	1	400 l drum	12,28	0,40	4,91	CB-5	8,00	1,54	2,84	4,35	0,354
E-08-Boues	SLUDGE-400-B	Historical	Number of 400 l drum	1	400 l drum	21,22	0,40	8,49	CB-5	8,00	2,65	2,84	7,52	0,354
Inventory of Synatom radioactive category B wastes linked to the reprocessing	CSD-B	Historical	Number of CSD	1	180l drum	35,00	0,18	6,30	CB-2	1,94	18,00	2,59	46,64	1,330
	CSD-C	Historical	Number of CSD	1	180l drum	431,00	0,18	77,58	CB-2	8,00	53,88	2,59	139,27	0,323
TOTAL													626,68	

Schedule 3
Volumes and Contractual Transfer Criteria for Category C Waste and Spent Fuel and related storage facilities

1. VOLUMES

types	Unit for PRIMARY WASTE	Quantity of PRIMARY WASTE/Fuel Assembly	Filling rate (#/ Super-Container)	type Super-Container	Number of Super-Containers	Unitary Length (m/Super-Container)	Equivalent Disposal Length [m]	Conversion Factor [m / #]
		A	B		C = A / B	D	E = C*D	F=D/B
CSD-V	**Number of Canisters**	387	2	SC1	193,5	4,077	789	2,039
Doel 1/2	**Number of Fuel Assembly (including capsule canister)**	2.221	4	SC2	555,25	4,193	2.328	1,048
Tihange 1/2/Doel3 UOX	**Number of Fuel Assembly (including capsule canister)**	4.886	4	SC3	1.221,5	5,368	6.557	1,342
Tihange3/Doel 4	**#Fuel Assembly (including capsule canister)**	3.338	4	SC4	834,5	6,122	5.109	1,531
MOX	**Number of Fuel Assembly**	144	1	SC5	144	5,498	792	5,498
	Total	**10.976**				**Total**	**15.575**	

Note: the number of capsule canisters is limited to 11 in accordance with the CPN file 2022 (excluding any new canisters qualifying as LTO Waste and Spent Fuel).

With the following formulas used:

$$\text{Conversion Factor [m / \#]} = \frac{Unit\ Length\ [m\ /\ Super-Container]}{Filling\ rate [\#/\ Super-Container]}$$

$$\text{Disposal Length Consumption [m]} = \text{Conversion Factor [m / \#]} * \text{Quantity of Primary Waste [\#]}$$

2. GENERAL PRINCIPLES FOR THE TRANSFER OF CATEGORY C WASTE AND SPENT FUEL

The Transfer to BEGOV of the Capped Nuclear Waste and Spent Fuel Liabilities in relation to Category C Waste Packages and Spent Fuel Packages shall take place:

- immediately upon closing of the Transaction and payment of the Category B and Category C Capped Amounts for the vitrified and Conditioned Category C Waste already stored at Belgoprocess;
- on the Site Transfer Date for all other Spent Fuel Packages, on the condition that these are all Conditioned and packaged in appropriate dry cask containers in Dry Storage.

3. CONTRACTUAL TRANSFER CRITERIA OF THE VITRIFIED CATEGORY C WASTE ALREADY STORED AT BELGOPROCESS

The vitrified Category C Waste already stored at Belgoprocess will be Transferred to BEGOV in the state in which it is upon closing of the Transaction and payment of the Category B and Category C Capped Amount, it being understood that all information available to the Nuclear Operator and required by Belgoprocess and / or NIRAS-ONDRAF shall be submitted by the Nuclear Operator. This transmission of information constitutes the Contractual Transfer Criteria for this vitrified Category C Waste.

4. CONTRACTUAL TRANSFER CRITERIA FOR THE NUCLEAR SITES

4.1 Transfer of the Dry Storage facilities and related information

(A) The Contractual Transfer Criteria for the Dry Storage facilities are the following:

- The Dry Storage facilities are compliant with their dedicated licensing basis as stated in their respective Safety Report, operating licences and regional permits or equivalent;
- The Dry Storage facilities have fulfilled the validation by FANC-AFCN of their latest decennial revision as at the Site Transfer Date. If a design update program or an ageing program is ongoing, it will be performed as agreed with FANC-AFCN up to the Site Transfer Date, all works being part of that design update program being the responsibility of the Nuclear Operator, at its own cost, until the Site Transfer Date, and all future works, after the Site Transfer Date, being the responsibility of BeGov at its own cost. The planning used will be the one approved by FANC-AFCN.

(B) The Dry Storage facilities will be transferred with all relevant personnel, assets, permits, licenses and know-how, including technical documents and other relevant archives, to guarantee their safe operations in continuity.

(C) The Dry Storage facilities will be transferred with all relevant up to date and available information related to the facilities, which will include:

- As Built maps/schemas,
- The position of the fuel/ dry cask containers inside the building,
- The Safety Report and associated safety studies,
- The results of inspections programs (visual inspections report, thermal spectrographic report, etc.),
- Legal documents needed to ensure the transfer of ownership,
- Information related to the maintenance and upgrade done on the building (including ageing management programs and during the 10-year periodic safety review).

(D) All Spent Fuel stored in dry cask containers in the Dry Storage facilities will be Conditioned by the Nuclear Operator into Spent Fuel Packages

4.2 Transfer of the support building to the Dry Storage facilities and related information

The Contractual Transfer Criteria for the support building to the Dry Storage facilities will be determined in the Transaction Documents.

5. CONTRACTUAL TRANSFER CRITERIA FOR SPENT FUEL PACKAGES IN THE DRY STORAGE FACILITIES

The Spent Fuel Packages and the Dry Storage facilities are Transferred with all up to date and available information and documents, including historical data, consistent with international good practices and recommendations, which include:

1) For the design and fabrication phase:

- Construction file of each dry cask container and its accessories, QA files, conformity file, etc.
- Construction file of the monitoring system, including the leak-proof monitoring (helium pressure monitoring)
- Safety file related to each dry cask container type (comparable to a “safety report” of the container as licensed by FANC) and potential approbation certificates linked

2) For the operating phase:

- Lifecycle file of each dry cask container (including potential repair and maintenance of the container),
- Ageing management program as agreed with FANC-AFCN, including the results of the thermographic inspections

3) Information on the content of each dry cask container

- Loading pattern of each dry cask container (identification of the fuel assemblies loaded, conformity with agreement to load the container, total activity, thermal power, doses criterion compliance). If the container contains separated rods: identification of the rods and canister/quivers used
- BEL V validation of the loading pattern
- Ageing management process applicable

4) Detailed information of the fuel assemblies inventory

(i) General data, per assembly or, if not available, per production batch

- Reactor where the fuel has been irradiated.
- Fuel assembly mechanical design attributes:

  - Mechanical design code.
  - Physical characteristics: fuel rod pitch, bounding mass, length, volume and cross section, fuel pellet diameter and density, maximum initial Uranium mass, active length position.
  - Reference/manufacturing drawings.
  - Axial and radial layouts to position the assembly components.
- Fuel assembly nuclear design attributes:
  - Nuclear design code.
  - Number and type of cells in the active region: U-235 initial enrichment, Gd2O3 concentration nominal density (for pellets with Gd2O3, if applicable).
- Fuel assembly components' attributes:
  - Component code.
  - Physical characteristics: bounding mass, cross section/diameter (depending on the component), length, base material, impurities content, initial/final content of fissile isotopes (if applicable), burn up (if applicable), gas filling pressure and free volume (if applicable).
  - Position within the fuel assembly.
  - Manufacturing drawings/dossiers.
  - Listing of subcomponents: base material, mass and relevant impurities content.

(ii) Specific data (per assembly or per reactor cycle)

- ANSI codes for the assembly
- Fuel assembly mechanical and nuclear designs.
- Average initial U-235 enrichment (in wt%) and initial/final fissile isotopes inventory (U-total, U-235).
- Integral absorbers and their composition.
- Irradiation history: number of irradiation cycles, increment in assembly average burn up per cycle, final assembly average burn up and assembly locations during irradiation cycles, axial burn up profile, operation with or without control rod insertion.
- Inspections: date, method used and repair operations performed (if applicable).
- Physical state: type of defect and state code.
- Location: reactor, interim storage.

(iii) Inventory data

- Discharge date.
- Number and type of fuel assemblies unloaded at each refueling outage.
- Average and maximum initial U-235 enrichment.
- Average and maximum fuel assembly burn up.
- Total initial and final Uranium mass.

This transmission of information constitutes the Contractual Transfer Criteria for the Spent Fuel Packages .

Addendum to Schedule 11 (*Caps*)

1. In Section 1.2(B) of Schedule 11 (*Caps*), the total amount of the **Capped Amount** (EUR 15 billion at their value as of 31 December 2022) is allocated according to the Waste Categories as follows:

- Capped Amount for Category A Waste (Section 1.2(B)(i)):
  EUR 3 500 000 000 (three billion, five hundred million)
- Capped Amount for Category B Waste (Section 1.2(B)(ii)):
  EUR 1 000 000 000 (one billion)
- Capped Amount for Category C Waste and Spent Fuel (Section 1.2(B)(iii)):
  EUR 10 500 000 000 (ten billion five hundred million)

2. In Section 1.2(B) of Schedule 11 (*Caps*), the **indexation** of Capped Amount is modified as follows:

The indexation for Category A Waste (Section 1.2(B)(i)) is set at 3% yearly (or pro rata temporis for an incomplete year) instead of 2.5%.

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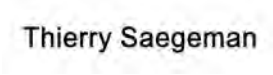
Thierry Saegeman thierry.saegeman@bnl.engie.com CEO Electrabel NV Beveiligingsniveau: E-mailadres, Accountverificatie (geen)	 Aanneming van de handtekening Vooraf geselecteerde stijl IP-adres gebruiken: 165.225.13.56	Verzonden: 21 juli 2023 | 19:23 Bekeken: 21 juli 2023 | 19:23 Ondertekend: 21 juli 2023 | 19:25

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