

Thursday 29 June 2023

THE BELGIAN STATE

and

ELECTRABEL

and

ENGIE SA

JOINT DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

1.	INTERPRETATION	2
2.	DURATION	5
3.	DEVELOPMENT ACTIVITY	5
4.	INFORMATION EXCHANGE AND COOPERATION	10
5.	NATURE OF THIS AGREEMENT	11
6.	BUDGET	11
7.	FUNDING	13
8.	REPRESENTATIONS AND WARRANTIES	18
9.	NOTICES	19
10.	MISCELLANEOUS	20
11.	APPLICABLE LAW AND JURISDICTION	25

THIS AGREEMENT is dated 29 June 2023 and 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**, 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 are, 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**"), conducting further 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 states that Electrabel, ENGIE SA and BEGOV will seek to negotiate, to agree and to sign the joint development agreement and the Updated HOT (as defined below), and the Parties intend that the Updated HOT will be entered into at the same time as this Agreement, all in accordance with the principles set out in the Initial HOT and the LOI.
- (C) In accordance with the Initial HOT, Electrabel has commenced certain LTO studies (as set out in the Initial HOT), and has provided the necessary up-front funding in relation thereto, on the basis that this Agreement will 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 and the Preferred Scenario (each 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 and the Preferred Scenario 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 acknowledge that the transaction contemplated in this Agreement will require modifications to the current regulations applicable to Electrabel's Belgian nuclear operations, it being understood that additional amendments to the current regulatory framework could be required in order to facilitate the Preferred Scenario. The Parties will explore the Preferred Scenario in accordance with section 1.1 and section 1.2 of the Updated HOT.

IT HAS BEEN AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In 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*;

“**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 Payment**” has the meaning given to it in Clause 7.2 (*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 Updated HOT;

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

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

“**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*);

“**Monitoring Event**” means any monitoring event set out in Schedule 3 (*Monitoring Events*);

“**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*);

“**Potential Transaction**” has the meaning given to it in the Updated HOT;

“**Preferred Scenario**” has the meaning given to it in the Updated HOT;

“**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);

“**Senior Stakeholders**” means:

- (i) 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

- (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;

“**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 date of this Agreement; 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 “**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**” 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);
- (E) references to “**reasonable endeavours**” means reasonable endeavours (*inspanningsverbinten* / *obligation de moyens*);
- (F) 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;
- (G) any reference to a “**day**” (including within the phrase “**Business Day**”) shall mean a period of 24 hours running from midnight to midnight;

- (H) references to times are to Brussels time;
- (I) the words 'include' and 'including' shall mean including but not limited to;
- (J) 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;
- (K) all headings and titles are inserted for convenience only and are to be ignored in the interpretation of this Agreement; and
- (L) 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 Initial 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 20 July 2023; and
 - (iii) the date of termination of the Updated HOT.
- (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 Initial 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 and the Preferred Scenario, 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 and/or the Preferred Scenario, 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 the Joint Objective or the Preferred Scenario, and their respective obligations under this Agreement, the LOI and the Updated HOT, from the date of this Agreement:

- (A) subject to Clause 7.6 (*Necessary funding*), Electrabel will:
 - (i) having regard to the Joint Objective and the Preferred Scenario, 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 the Joint Objective and the Preferred Scenario 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 and the Preferred Scenario, 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 or the Preferred Scenario ceases to be achievable; 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 (including that undertaking certain work in furtherance of the Joint Objective would be incompatible with the Preferred Scenario, or *vice versa*),

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 and the Preferred Scenario;
- (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 the Preferred Scenario (or, in a situation where undertaking certain work in furtherance of the Joint Objective would be incompatible with the Preferred Scenario, or *vice versa*, to determine

which of the Joint Objective and the Preferred Scenario to seek to achieve or to prioritise); 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 LOI, the Updated HOT and this Agreement, 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 date of this Agreement:
 - (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 date of this Agreement (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 Updated HOT; 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 LOI, the Updated HOT or this Agreement, 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 Budget¹ with respect to the Development Activities (including LTO Studies Expenses and activities in relation to the Preferred Scenario), including any associated uncertainties and contingencies, is:

<i>Figures in thousand euro</i>	Up to and including Q1 2023	Up to and including 20 July 2023
Staff cost	1,085	2,088
Tractebel Engineering cost	2,973	5,549
Technical studies	-	-
Other DevEx Cost	239	931
Total DevEx (i)	4,297	8,568
Fuel Costs	-	-
Long-Lead Items	-	-
LTA early works	260	725
Total Other Capex (ii)	260	725
Restricted Contingency (iii)		
Total DevEx + Capex + Restricted Contingency ((i) + (ii) + (iii))	4,557	9,292

- (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 Updated HOT). The costs incurred between the date of the LOI and the date of this Agreement 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

¹ The Initial Budget covers the Joint Objective and the Preferred Scenario.

uncertainties and contingencies and including and considering the Preferred Scenario) 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(E).

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 the Preferred Scenario 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 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, the accelerated nature of the Preferred Scenario, the 'dual track' process under this Agreement with respect to the Joint Objective and the Preferred Scenario, 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, HOT, Amendment to the HOT, JDA, Potential Transaction and / or the Transaction Documents.

7.2 Initial Budget Payment

BEGOV shall, within 15 Business Days of the Effective Date, pay to Electrabel EUR 12,437,787, representing 89.81 per cent. of the Initial Budget (the "**Initial Budget Payment**").

7.3 Updated Budget

- (A) If Electrabel as Licensed Nuclear Operator believes that funds in addition to the Initial Budget Payment 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 15 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 Payment and any Further Payment solely for the Development Activities.

7.6 Necessary funding

- (A) Without prejudice to Electrabel's obligations under the Updated HOT, until such time as the Initial Budget Payment is received in full by Electrabel, Electrabel shall not be obliged to commence, undertake or continue any work or activity contemplated under or in connection with this Agreement.
- (B) Subject to Clause 7.6(E), 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 process² 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).
- (C) Neither Clause 7.6(A) nor Clause 7.6(B) shall prevent Electrabel commencing, undertaking or continuing any such work or activity prior to the Initial Budget Payment or Further Payment, as applicable, if Electrabel so elects.
- (D) Subject to Clause 7.6(B), 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 or the Preferred Scenario (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).
- (E) 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(B) shall not apply with respect to any 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

² 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.

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 indirect 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 Initial Transaction Documents being entered into by 20 July 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 or the Updated HOT 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, the accelerated nature of the Preferred Scenario, the 'dual track' process under this Agreement with respect to the Joint Objective and the Preferred Scenario, 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) the Joint Objective, the Preferred Scenario 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 the Director-General of DG Energy

of the SPF Economie for BEGOV and the 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 date of this Agreement 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 16, 1000 Brussel

Email address: [REDACTED]

Attention: Director-General of DG Energy of the SPF Economie

- (B) in the case of Electrabel:

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

Email address: [REDACTED]

Attention: Chief Technical Officer, BU Nuclear, Electrabel

- (C) in the case of ENGIE SA

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

Email address: [REDACTED]

Attention: Chief Technical Officer, BU Nuclear, Electrabel

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

The Updated HOT and 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 date of this Agreement, 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 date of this Agreement. 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 date of this Agreement and 20 July 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 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.
- (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 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 has been entered into on the date stated at the beginning of this Agreement.

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, the Joint Objective and the Preferred Scenario.

SCHEDULE 2
Milestones

Milestone	Indicative Timing
Confirmation to the relevant fuel manufacturer of commitment to proceed	Commitment to be made by 30 June 2023 at the latest Same date for November 2026 scenario and for Preferred Scenario
Despatch by Synatom of letters of commitment to the suppliers with respect to conversion and enrichment of natural uranium	Despatch by Synatom by 20 July 2023 at the latest Same date for November 2026 scenario and for Preferred Scenario
Completion of fuel analysis (Equilibrium study) and specifications	30 June 2023 Same date for November 2026 scenario and for Preferred Scenario

Additional Expected Event	Indicative Timing
Entry into a long-term contract with respect to fuel manufacturing	Before December 2023 Same date for November 2026 scenario and for Preferred Scenario
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 Same date for November 2026 scenario and for Preferred Scenario
Commencement of LTO works during LTO outage	Doel 4: 31 July 2025 Tihange 3: 30 September 2025 Same dates for November 2026 scenario and for Preferred Scenario

Fuel delivery on site	The following scenarios are currently being discussed with the suppliers: August 2026 (November 2026 scenario) Partial delivery in February 2025 (for Preferred Scenario)
Conclusion of LTO works necessary for first restart and approval to restart obtained from safety authorities	November 2026 (November 2026 scenario) For the Preferred Scenario: 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 (November 2026 scenario) 12 July 2023 (Preferred Scenario)

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 (November 2026 scenario) 1 January 2025 (Preferred Scenario)
Receipt of approval / endorsement of the PSR LTO report from the relevant nuclear safety authority	30 June 2025 (November 2026 scenario) 30 June 2025 (Preferred Scenario)
Assessment of WENRA 2020 Reference Level and actions proposed (any actions to be executed before T1 + 3 years)	Doel 4: 1 July 2025 Tihange 3: 1 September 2025 Same dates for November 2026 scenario and for Preferred Scenario

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

On behalf of BEGOV,

Alexander De Croo

Alexander De Croo
Prime Minister

Tinne Van der Straeten

Tinne Van der Straeten
Minister of Energy

On behalf of Electrabel,

Thierry Saegeman

Thierry Saegeman, CEO and director

Pierre-François Riolacci

Pierre-François Riolacci, Chief Finance Officer
and director

On behalf of ENGIE SA,

Catherine MacGregor

Catherine MacGregor, Chief Executive Officer
and director

Pierre-François Riolacci

Pierre-François Riolacci, Executive Vice
President in charge of Finance, Corporate
Social Responsibility and Procurement