

**EXECUTION VERSION**

**STRICTLY CONFIDENTIAL**

**13 December 2023**

**THE BELGIAN STATE**

and

**ELECTRABEL SA**

and

**ENGIE S.A.**

and

**NUCLEARSUB BV**

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**COMMON TERMS AGREEMENT**

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**THIS COMMON TERMS 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;
- (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 36 and registered with the Crossroads Bank for Enterprises under number 0403.170.701 (RLE Brussels), represented by Thierry Saegeman, CEO and director and Pierre-François Riolacci, Chief Finance Officer and director;
- (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;
- (4) **NUCLEARSUB BV**, a Belgian limited liability company (*besloten vennootschap / société à responsabilité limitée*) in incorporation, represented by Electrabel SA within the meaning of Article 2:2 of the BCCA, represented by Thierry Saegeman, CEO and director and Pierre-François Riolacci, Chief Finance Officer and director,

each an “**Original Party**” and together the “**Original Parties**”; and

- (5) any other person who accedes to this Agreement in accordance with Clause 2 (*Accession*) from time to time,

each a “**Party**” and together the “**Parties**”.

**IT HAS BEEN AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In each Relevant Transaction Document (as defined below) and if no other definition is included in such Relevant Transaction Document:

**“Administration Services Agreement”** has the meaning as set out in the Implementation Agreement;

**“Affiliate”** means in respect of any person or company, any other person or company that, directly or indirectly, controls, is controlled by, or is under common control with such person or company at any time. For the purposes of this definition, “control” has the meaning as set out in Article 1:14 of the BCCA, and **“affiliated”** shall be construed accordingly, provided that:

- (A) NuclearSub shall not be an Affiliate of, or affiliated with, any other Transaction Party; and
- (B) solely for the purposes this definition, and without prejudice to their respective organisational independence, CREG, FANC-AFNC and NIRAS-ONDRAF shall each be considered an Affiliate of, and affiliated with, BEGOV and one another; and
- (C) for the avoidance of doubt, as at the date of this Agreement:
  - (i) each of Hedera and the RA Counterparty is an Affiliate of, and is affiliated with, BEGOV and one another; and
  - (ii) each of Electrabel, Synatom is an Affiliate of, and is affiliated with, ENGIE S.A. and one another;

**“Amended LTO Co-ownership Agreement”** has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

**“Amended LTO Partnership Agreement”** has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

**“Applicable Law(s)”** means all applicable statutes, regulations, orders, rules, directives, guidelines, and standards, including issued by competent authorities having jurisdiction over the operation, maintenance, safety, and security of nuclear power plants, including the LTO Units, as amended or enacted from time to time. “Applicable Law(s)” shall include the laws and regulations governing the safe and secure use of nuclear energy, regulations pertaining to radiation protection, dose limits, environmental monitoring, and the management of radioactive waste and spent fuel, environmental laws and regulations

related to emissions, effluents, waste management, and protection of natural resources and regulations ensuring the health and safety of workers;

**"Approved ENGIE Lender"** means any member of the ENGIE Group as approved by BEGOV (such approval not to be unreasonably withheld, conditioned or delayed) in accordance with clause 16.7 (*Approved ENGIE Lender Requests*) of the Shareholders' Agreement;

**"Arbitration Options"** mean:

(A) the Responding Party Arbitration Option; and

(B) the Initiating Party Arbitration Option,

and each individually an **"Arbitration Option"**;

**"Authorisation"** means all formal written permits, licences, authorisations, consents, decrees, waivers, privileges, approvals and filings required to be obtained from or provided by any Public Authority;

**"BCCA"** means the Belgian Code on Companies and Associations, as amended from time to time;

**"BEGOV"** means the Belgian State;

**"Belgian TSO"** means 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*);

**"Belgoprocess SA"** means a public limited liability company (*naamloze vennootschap / société anonyme*) incorporated and existing under Belgian law, having its registered office at Gravenstraat 73, 2480 Dessel, and registered with the Crossroads Bank for Enterprises under number 0426.542.157;

**"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 as set out in schedule 4 (*Caps*) to the Implementation Agreement;

**"Cash Pooling"** has the meaning as set out in the Implementation Agreement;

**"Category A Waste"** has the meaning as set out in schedule 4 (*Caps*) of the Implementation Agreement;

“**Category B Waste**” has the meaning as set out in schedule 4 (*Caps*) of the Implementation Agreement;

“**Category C Waste**” has the meaning as set out in schedule 4 (*Caps*) of the Implementation Agreement;

“**Characterization Study**” has the meaning as set out in article 2,12° of the Walloon Decree of 1 March 2018 on soil management and remediation and/or article 38 of the Flemish Decree of 27 October 2006 on soil remediation and soil protection (as the case may be);

“**Civil Code**” means the Belgian Civil Code (*Burgerlijk Wetboek/Code civil*) of 13 April 2019, as amended from time to time;

“**Closing**” means closing of the Transaction in accordance with clause 15 (*Closing*) of the Implementation Agreement following the satisfaction or waiver of all Conditions Precedent (as defined in the Implementation Agreement);

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

“**Co-ownership Agreement**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**Co-ownership Amendment Deed**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**Conditioning Guarantee**” has the meaning as set out in schedule 4 (*Caps*) to the Implementation Agreement;

“**Common Terms Agreement**” or “**CTA**” means this Agreement;

“**Confidential Information**” means, with respect to a person, any information obtained by it as a result of entering into or performing any Transaction Document which relates to:

- (A) the Transaction and/or the Transaction Documents (including any rights, obligations, services, remedies or liabilities thereunder);
- (B) the LTO Units;
- (C) the involvement of Luminus in the Transaction;
- (D) the Nuclear Operations; and/or
- (E) the business, operations, strategy, intellectual property and know-how, and assets of Electrabel and its Affiliates;

**“Contractual Transfer Criteria”** has the meaning as set out in schedule 4 (*Caps*) to the Implementation Agreement;

**“CREG”** means the Electricity and Gas Regulatory Commission (*Commission de régulation de l’électricité et du gaz / Commissie voor de regulering van de elektriciteit en het gas*);

**“DE Building”** means the wet spend fuel storage facility in Tihange 3 known as the DE building;

**“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 and includes for the avoidance of doubt Dismantling;

**“Decommissioning Liabilities”** means the Decommissioning (including the post-operations phase and the Dismantling phase) costs, obligations and/or liabilities in connection with all of the Nuclear Operations and/or all of the Nuclear Units;

**“Deed of Adherence”** means a duly executed deed of adherence to the Common Terms Agreement substantially in the form set out in schedule 1 (*Deed of Adherence*) to the Common Terms Agreement;

**“Default Rate”** means the rate per annum equal to three per cent. (3%) above EURIBOR;

**“Demerged LTO Units”** means the nuclear reactors “Doel 4” and “Tihange 3” and the land and the buildings where the nuclear reactors “Doel 4” and “Tihange 3” are located, including all installations, cooling towers, interface equipment, immovable assets and assets which are incorporated by accession (*“onroerend door incorporatie”*), as further detailed in the LTO Co-ownership Agreement;

**“Demerger Effective Date”** means, in respect of an LTO Unit, the date on which the partial demerger of the relevant LTO Unit to NuclearSub occurs (as contemplated in schedule 2 (*Structuring*) to the Implementation Agreement);

**“Demerger Proposal”** has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

**“Disallowed Costs”** means costs that:

- (A) 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;
- (B) are caused by a material breach of contractual or regulatory obligations by a member of the ENGIE Group (excluding NuclearSub or Electrabel); or
- (C) are incurred by Electrabel as a direct result of an LTO Operator Failure,

and, for the avoidance of doubt, costs incurred due to a breach by Electrabel's Subcontractors (excluding any members of the ENGIE Group) will not constitute a Disallowed Cost (unless and to the extent that such costs were incurred as a direct result of Electrabel's LTO Operator Failure in managing those Subcontracts);

**"Dismantling"** means all technical, administrative and other actions, measures or operations (including in accordance with applicable law):

- (A) which form part of the Decommissioning of nuclear units;
- (B) to terminate the operation of all nuclear units (including the LTO Units);
- (C) 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
- (D) 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"** means, with respect to a Relevant Transaction Document, any dispute or claim arising out of or in connection with that Relevant Transaction Document (including a dispute relating to the existence, validity or termination of that Relevant Transaction Document or the consequences of its nullity or any non-contractual obligations arising out of or in connection with that Relevant Transaction Document);

**"Disputing Parties"** means, in relation to a Dispute relating to a Relevant Transaction Document, the parties to such Relevant Transaction Document that are party to such Dispute, and **"Disputing Party"** means any one of them;

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

**"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;

**"Electrabel"** means 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 36 and registered with the Crossroads Bank for Enterprises under number 0403.170.701 (RLE Brussels);

**"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:



- (a) the health, safety or security of persons;
- (b) property;
- (c) the security or physical integrity of the LTO Units; or
- (d) the environment.

**“ENGIE Group”** means ENGIE S.A. and its Affiliates;

**“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 sub-paragraph (A) of this definition;

**“ENGIE S.A.”** means 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;

**“Energy Management Services Agreement”** or **“EMSA”** has the meaning as set out in the Implementation Agreement;

**“EURIBOR”** means:

- (A) the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period published; or
- (B) in the event of a permanent cessation of the rate in paragraph (A), the rate that is the aggregate of (i) the equivalent market replacement rate that is formally designated, nominated or recommended as the replacement for the rate in paragraph (A) by the working group on euro risk-free rates (or any successor body) at the time of such permanent cessation and (ii) an appropriate credit adjustment spread to ensure the rate in this paragraph (B) would have economic equivalence with the rate in paragraph (A),

and if, in each case, the rate is less than zero, it shall be deemed to be zero;

**“Euro”** means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties;

**“European Assets”** means 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 any member of the Electrabel Group as it stands at the moment of signing of the Agreement, including cash, tangible and intangible assets, movable and immovable assets, receivables on European customers, receivables on EII or any other group financial services vehicles, including Engie Re SA, Engie CC SRL and Engie Treasury Management SARL (related to such assets and businesses) and further including, 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. Notwithstanding the preceding sentences, the following shall not constitute 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 arising in respect of customers of European Assets)) which are rendered by EII and/or any other group financial services vehicles, including Engie Re SA, Engie CC SRL and Engie Treasury Management SARL, to the Engie group (**“Group Services”**); (ii) cash on account of EII and IP; and (iii) IP (for the avoidance of doubt, excluding receivables arising in respect of customers of European Assets);

**“FANC-AFCN”** or **“FANC”** means the *Federaal Agentschap voor Nucleaire Controle / Agence fédérale de contrôle nucléaire* or any successor agency performing the same or similar functions;

**“FANC Approvals”** means:

- (A) the completion by Electrabel of the actions set out in the Global Action List for both LTO Units (including safety and non-safety related actions) or the waiver thereof by FANC-AFCN in writing;
- (B) the submission by Electrabel of the ‘PSR LTO Implementation Report’ (summarising the implementation status of the GAL Safety Commitments (as defined in the O&M Agreement)) to FANC-AFCN; and
- (C) the receipt by Electrabel of formal confirmation from FANC-AFCN that the GAL Safety Commitments (as defined in the O&M Agreement) have been completed and/or waived and that there are no open questions or actions remaining;

**“Finally Determined”** means:

- (A) in respect of a court decision, that it is final and no longer subject to any rights of appeal including any right to appeal before the competent Supreme Court (*Hof van Cassatie/Cour de cassation/Hoge Raad*); or (as applicable)
- (B) in respect of an arbitral award, that the award is final and no longer subject to any rights of appeal, annulment (*“vernietiging” / “annulation”*) or (opposition to) exequatur proceedings and that any court decision in relation thereto is itself final and no longer subject to any rights of appeal including any right to appeal

before the competent Supreme Court (*Hof van Cassatie/Cour de cassation/Hoge Raad*);

**“First Amended JDA”** means the joint development agreement between BEGOV, Electrabel and ENGIE S.A. dated 29 June 2023 as:

- (A) amended and extended pursuant to an extension agreement dated 20 July 2023; and
- (B) amended and restated on and with effect from 21 July 2023 pursuant to the Framework Agreement;

**“Force Majeure Event”** means:

- (A) any event or circumstance other than a Political Force Majeure Event that is beyond the reasonable control of the affected party and that it could not reasonably have avoided or overcome (acting in accordance with the Standard of Care), excluding any insufficiency of funds or inability to obtain financing; and
- (B) any Political Force Majeure Event;

**“Framework Agreement”** means the framework agreement between BEGOV, Electrabel and ENGIE S.A. dated 21 July 2023;

**“Framework Agreement Conditions Precedent”** means the Conditions Precedent (as such term was defined in the Framework Agreement);

**“Framework Agreement Due Diligence Exercise”** means the Due Diligence Exercise (as such term was defined in the Framework Agreement);

**“Fuel Supply Agreement (Electrabel-NuclearSub)”** means the fuel supply agreement entered into between Electrabel and NuclearSub on the date of the Common Terms Agreement;

**“Fuel Supply Agreement (Electrabel-Synatom)”** means the fuel supply agreement (in the agreed form as set out in annex 4 to schedule 2 (*Structuring*) to the Implementation Agreement) to be entered into between Electrabel and Synatom prior by the Target Closing Date;

**“Fuel Supply Agreements”** mean:

- (A) the Fuel Supply Agreement (Electrabel-NuclearSub); and
- (B) the Fuel Supply Agreement (Electrabel-Synatom),

and **“Fuel Supply Agreement”** means any one of them;

“**Further Due Diligence Exercise**” has the meaning as set out in the Implementation Agreement;

“**GEMS**” means the internal unit Global Energy Management & Sales of Electrabel;

“**Global Action List**” means the ‘PSR LTO Global Action List’ in respect of each LTO Unit as may be updated from time to time;

“**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 9 January 2023 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);

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

“**GW**” means gigawatt;

“**Hedera**” means the public body currently expected to be known as ‘**HEDERA**’ which is to be set up by law in order to bear financial responsibility for certain nuclear obligations;

“**Implementation Agreement**” means the implementation agreement entered into between BEGOV, Electrabel and ENGIE S.A. on the date of the Common Terms Agreement;

“**Initial HOT**” means the heads of terms dated 9 January 2023 between Electrabel, ENGIE S.A. and BEGOV;

“**Initiating Party**” means, in relation to a proposed or actual court proceeding with respect to a Dispute, the relevant Disputing Party initiating such proposed or actual court proceedings;

**“Initiating Party Arbitration Option”** means, with respect to a Relevant Transaction Document and a Dispute related to that Relevant Transaction Document, the option of a Responding Party in relation to that Dispute to require the Initiating Party with respect to that Dispute to submit that Dispute to arbitration in accordance with and on the terms specified in that Relevant Transaction Document;

**“Insolvency Event”** means in relation to a Party means that the Party:

- (A) is dissolved (other than pursuant to a corporate consolidation, amalgamation or merger, in each case on a solvent basis);
- (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy (*faillissement/faillite*) or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or insolvent liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:
  - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
  - (ii) is not dismissed, discharged, stayed or restrained in each case within 45 days of the institution or presentation thereof;
- (C) becomes insolvent or admits in writing its inability generally to pay its debts as they become due;
- (D) makes a general assignment, arrangement or composition with or for the benefit of its creditors (other than in respect of NuclearSub, any assignment, arrangement or composition with or for the benefit of its shareholders in their capacity as creditors);
- (E) files an application for any proceedings of moratorium or judicial reorganisation (*gerechtelijke reorganisatie/réorganisation judiciaire*) including an application for the transfer of business under court supervision;
- (F) has a resolution passed for its winding-up or insolvent liquidation (other than pursuant to a corporate consolidation, amalgamation or merger, in each case on a solvent basis);
- (G) becomes subject to the appointment of an administrator, provisional liquidator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (H) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued by such secured party on or against all or substantially all its

assets and such party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 90 days thereafter;

- (I) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above;

For the purpose of this definition, where the Party is BEGOV or a Public Authority, "Insolvency Event" shall include with respect to BEGOV or such Public Authority:

- (J) a failure to make any payment (whether interest, principal or otherwise) with respect to any debt security or loan issued by or entered into from time to time by BEGOV or such Public Authority (hereinafter referred to as "**Debt**") respectively, each in relation to its own obligations, unless remedied within a remedy period applicable to that failure to pay which is set out in documents governing, or terms and conditions of, of such Debt, as such documents or terms and conditions existed immediately prior to such failure to pay;
- (K) a declaration by BEGOV or such Public Authority of a moratorium on the payment of its respective Debt, or an admission by BEGOV or the relevant Public Authority of its inability to service its respective Debt; or
- (L) the commencement of any sovereign debt restructuring or rescheduling process with the aim of its respective Debt relief, as requested and/or initiated by respectively BEGOV or the relevant Public Authority;

**"Intellectual Property"** means patents, utility models, rights to inventions, copyright and related rights (including rights in computer software), trade marks and service marks, trade names and domain names, rights in goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

**"Interim Storage"** has the meaning as set out in schedule 4 (*Caps*) to the Implementation Agreement;

**"IP"** means International Power Ltd., a company incorporated and existing under the laws of England and Wales, having its registered office at Rooms 481-499 Second Floor, Salisbury House, London Wall, London, England, EC2M 5SQ, whose registered number is 02366963;

**"Joint Objective"** means achievement of the LTO Restart Date in respect of both LTO Units by the Target LTO Restart Date;

“**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 End Date**” means:

(A) in respect of Doel 4, 1 July 2025; and

(B) in respect of Tihange 3, 1 September 2025;

“**Legislative Changes**” has the meaning as set out in the Implementation Agreement;

“**Legislative Condition**” has the meaning as set out in the Implementation Agreement;

“**LOI**” means the non-binding letter of intent between BEGOV and Electrabel dated 21 July 2022;

“**Losses**” means direct damages, costs, expenses and liabilities in accordance with Applicable Law;

“**LTO**” means the extension of the lifetime of both LTO Units by ten years, in each case at the earliest possible date in accordance with the Joint Objective;

“**LTO Co-ownership Agreement**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**LTO Decommissioning and Dismantling Liabilities**” has the meaning as set out in clause 14.4 (*Decommissioning Liabilities*) of the Implementation Agreement;

“**LTO Operator Failure**” means any material action and/or material failure to act by Electrabel (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):

- (A) Applicable Law;
- (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 prior to the date of the Initial HOT were decided upon by Electrabel in the absence of an LTO scenario;
- (E) the fact that the LTO has been required to be implemented within a substantially compressed time period for a project of that nature; and
- (F) 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 and are outside of the reasonable control of the relevant member of the ENGIE Group,

in each case provided that: (x) any action taken, or omission to act made, by Electrabel 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 (y) NuclearSub shall bear the burden and risk of proof in establishing that any applicable LTO Operator Failure has occurred (subject to Electrabel providing, or procuring the provision of, all relevant information to NuclearSub within the possession or control of any member of the ENGIE Group);

**"LTO Partnership Agreement"** has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

**"LTO Period"** means, in respect of each LTO Unit, the period commencing on the LTO Restart Date in respect of such LTO Unit and ending on the date that is ten (10) years following such date;

**"LTO Restart"** means, in respect of an LTO Unit, the LTO Restart Date having occurred in respect of such LTO Unit;

**"LTO Restart Date"** means, in respect of any LTO Unit, the first date following the applicable Legal End Date on which:

- (A) the relevant LTO Unit:



- (i) is connected to the grid, as declared by Electrabel in accordance with its obligations under REMIT; and
  - (ii) following ramp-up to a nominal power capacity of not less than 85 per cent. of the Target Capacity of the relevant LTO Unit, has maintained stable operations for a period of at least ninety-six (96) hours at a nominal power capacity of not less than 85 per cent of the Target Capacity of the relevant LTO Unit (as measured by the LTO Unit instrumentation in accordance with good ordinary practice); and
- (B) Electrabel, in its capacity as the nuclear operator, has obtained all such approvals from FANC-AFNC as are necessary to restart the relevant LTO Unit as contemplated in paragraph (A) of this definition; and
- (C) Electrabel has delivered a written confirmation of the satisfaction of the conditions in paragraphs (A) and (B) above to NuclearSub signed by the 'Site Manager' of the relevant LTO Unit, in accordance with clause 7.2(C) of the O&M Agreement;

**"LTO Services"** has the meaning as set out in the O&M Agreement;

**"LTO Spent Fuel"** means any Spent Fuel produced by the operation of the LTO Units after the Legal End Date of the LTO Unit concerned and until the end of the LTO of the LTO Unit concerned;

**"LTO Unit(s)"** means the nuclear reactors "Doel 4" and "Tihange 3" and the land and the buildings where the nuclear reactors "Doel 4" and "Tihange 3" are located (including all installations, cooling towers, utilities, interface equipment, other equipment and related inventory (e.g. pumps, valves, etc.), immovable assets and assets which are incorporated ("*onroerend door incorporatie*"), necessary for a legal and regulatorily valid, safe and reliable operation of the nuclear reactors);

**"LTO Waste"** means any Nuclear Waste produced by the operation of the LTO Units after the Legal End Date of the LTO Unit concerned and until the end of the LTO of the LTO Unit concerned, including replaced equipment, contaminated construction materials, tools, personal protective equipment, process effluents, atmospheric emissions, as well as various chemical and, where applicable, biological Nuclear Waste, but excluding in each case Nuclear Waste produced by Decommissioning and Dismantling;

**"LTO Waste and Spent Fuel"** means (i) LTO Waste, and (ii) LTO Spent Fuel;

**"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 (RLE Brussels);

**“Letter Agreement”** means the letter agreement entered into between Electrabel and Luminus on or before the date of the Common Terms Agreement;

**“Luxembourg Law Parent Company Guarantee”** means the parent company guarantee to be entered into on Closing by ENGIE S.A. in favour of, among others, Electrabel and its subsidiaries from time to time in connection with, among other things, Cash Pooling (in the agreed form);

**“Material Provision”** means any provision of the Relevant Transaction Documents, other than any of the dispute resolution clauses set out in the Relevant Transaction Documents, that is material in the context of the Transaction as a whole, the Relevant Transaction Party invoking the materiality of the provision bearing the burden and risk of proof thereof;

**“Medium Term Fund”** means Medium Term Fund (*“Fonds à moyen terme” / “Fonds op middellange termijn”*) as referred to in Article 179 of the Law of 8 August 1980 on the 1979-1980 budgetary proposals;

**“Month”** means a month according to the Gregorian Calendar and **“Monthly”** shall be construed accordingly;

**“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*);

**“Non-LTO Co-Ownership Agreement”** has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

**“Non-LTO Partnership Agreement”** has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

**“Non-LTO Units”** means the nuclear reactors “Doel 3” and “Tihange 2” and the land and the buildings where the nuclear reactors “Doel 3” and “Tihange 2” are located, including all installations, cooling towers, interface equipment, immovable assets and assets which are incorporated by accession (*“onroerend door incorporatie”*), as further detailed in the Non-LTO Co-ownership Agreement;

**“Nuclear Operator”** means the entity responsible for performing all works, services and activities required by all Applicable Law in connection with the operation and maintenance of the LTO Units, Nuclear Units and the Nuclear Operations as ‘nuclear operator’ within the meaning of Article 1 (*exploitant*) of the Act of 15 April 1994 on the protection of the public and the environment against the dangers arising from ionising radiation and on the Federal Nuclear Control Agency and in accordance with all Applicable Laws;

**“Nuclear Operations”** means the entirety of the Belgian nuclear operations of Electrabel and its Affiliates (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 Site”** means:

- (A) 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 Electrabel, EDF BELGIUM NV/SA or Luminus NV/SA, or any other co-owner of the nuclear units; or
- (B) 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 Electrabel 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’**;

**“NuclearSub”** means NuclearSub BV, a Belgian limited liability company (*besloten vennootschap / société à responsabilité limitée*) to be incorporated by Electrabel following the date of the Common Terms Agreement but before Closing;

**“NuclearSub Articles”** means:

- (A) on or before Closing, the articles of association in the agreed form to be adopted as the articles of association of NuclearSub on or before Closing; and
- (B) after Closing, the articles of association of NuclearSub from time to time;

**“NuclearSub Demerger”** means the legal transaction as mentioned in article 12:8, 1° BCCA by which Electrabel will transfer, without being dissolved, part of its assets to NuclearSub;

**“NuclearSub Signing Documents”** means:

- (A) the Common Terms Agreement;
- (B) the Implementation Agreement;
- (C) the Second Amended JDA;
- (D) the Shareholders' Agreement;
- (E) the Shareholder Support Agreement;
- (F) the Remuneration Agreement;
- (G) the O&M Agreement;

- (H) the Fuel Supply Agreement (Electrabel-NuclearSub);
- (I) Partnership Amendment Deed;
- (J) Co-ownership Amendment Deed;
- (K) Amended LTO Partnership Agreement;
- (L) Amended LTO Co-ownership Agreement; and
- (M) each Shareholder Loan Agreement.

**“NuclearSub Proportion”** means the proportion of each Demerged LTO Unit owned by NuclearSub from time to time in accordance with the LTO Co-Ownership Agreement, being 89.807% of each Demerged LTO Unit on the applicable Demerger Effective Date;

**“Nuclear Units”** means all nuclear units on the Nuclear Sites, for the avoidance of doubt including the LTO Units and including the land and the buildings where the nuclear reactors are located and including all installations, cooling towers, utilities, interface equipment, other equipment and related inventory (e.g. pumps, valves, etc.), immovable assets and assets which are incorporated (*“onroerend door incorporatie”*), necessary for a legal and regulatorily valid, safe and reliable operation of the nuclear reactors;

**“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 or ownership of Nuclear Waste and Spent Fuel or financing tasks or missions from NIRAS-ONDRAF, including but not limited to:

- (A) for Categories A and B Waste:
  - (i) 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; and

- (ii) all other existing and future costs not included in such tariff and settlements, for instance:
  - (a) transportation costs;
  - (b) all costs related to the Conditioning Guarantee;
  - (c) 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;
  - (d) 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.; and
  - (e) gelvaten costs as referred to in the Contract CCHO 2015-0891/00/00 and its amendments; or (as applicable)

(B) for Category C Waste and Spent Fuel:

- (i) 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;
- (ii) 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);
- (iii) all costs related to the Conditioning Guarantee; and
- (iv) 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;

**“O&M Agreement”** means the operation and maintenance agreement entered into between NuclearSub and Electrabel on the date of the Common Terms Agreement;

**“O&M Services”** has the meaning as set out in the O&M Agreement;

“**Orientation Study**” has the meaning as set out in article 2,11° of the Walloon Decree of 1 March 2018 on soil management and remediation and/or article 28 of the Flemish Decree of 27 October 2006 on soil remediation and soil protection (as the case may be);

“**OVAM**” has the meaning as set out in article 2,20° of the Walloon Decree of 1st March 2018 on soil management and remediation and/or article 2,3° of the Flemish Decree of 27 October 2006 on soil remediation and soil protection (as the case may be);

“**Parent Company Guarantee**” means the parent company guarantee (in the agreed form) to be entered into between ENGIE S.A., Synatom, Electrabel and BEGOV by the Target Closing Date;

“**Partnership Agreement**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**Partnership Amendment Deed**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**Percentage Shareholding**” means, in relation to a Shareholder, the number of Shares which the relevant Shareholder holds from time to time, as a proportion of the total number of Shares in issue and outstanding at the relevant time, expressed as a percentage;

“**Phoenix Law**” means the law ensuring security of energy supply and reforming the nuclear energy sector (*loi portant la garantie de la sécurité d’approvisionnement dans le domaine de l’énergie et la réforme du secteur de l’énergie nucléaire / wet houdende de verzekering van de bevoorradingszekerheid op het gebied van energie en de hervorming van de sector van de nucleaire energie*) as set out in appendix 3 (*Legislative Changes*) to the Implementation Agreement;

“**Platform**” means the electronic data room platform existing as at the date of the Implementation Agreement;

“**Political Force Majeure Event**” means, on or after the date of the Common Terms Agreement:

- (A) any award, decision, decree, determination, directive, change in interpretation, change in enforcement strategy, order, instruction, direction or request of or by any Public Authority (“**PFM Matter**”); and/or
- (B) a change in, or the introduction of, any condition attaching to any Authorisation (including any condition in connection with the grant, continuation, renewal, extension or replacement of any Authorisation) or the introduction of a new Authorisation,

excluding any such PFM Matter, change or introduction:

- (i) to the extent that the relevant PFM Matter, change or introduction results from a breach by any member of the ENGIE Group of Applicable Laws, any Authorisation or any Transaction Document;
- (ii) to the extent that the relevant PFM Matter, change or introduction transposes in Belgium: (i) safety or operational measures which are widely adopted by the international nuclear generation industry; or (ii) international law of mandatory application, in each case: (x) including in response to any civil nuclear emergency or civil nuclear disaster; and (y) the relevant PFM Matter, change or introduction is strictly required to implement such transposition; or
- (iii) to the extent that the relevant PFM Matter, change or introduction including such a PFM Matter, change or introduction which is in response to any civil nuclear emergency or civil nuclear disaster: (x) is consistent with the past practice of FANC-AFCN and NIRAS-ONDRAF; and (y) does not constitute a material amendment to the regulatory framework applicable to the LTO Units as at the date of the Common Terms Agreement (taking into account the Legislative Changes);

“**Project IRR**” has the meaning as set out in clause 11 (*Project IRR*) of the Remuneration Agreement;

“**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*);

“**R&D**” means research and development;

“**RA Counterparty**” means BEGOV, as counterparty to NuclearSub and Luminus under the Remuneration Agreement;

“**Regulatory Approvals**” has the meaning as set out in the Implementation Agreement;

“**Relevant Margin Tax**” means all Taxes, excluding any corporate income tax payable under title III of the Belgian Income Tax Code 1992;

“**Relevant Transaction Documents**” means the Common Terms Agreement and each of the other Transaction Documents into which provisions of the Common Terms Agreement have been incorporated by reference;

“**Relevant Transaction Party**” means a party to a Relevant Transaction Document;

**“Relevant Surviving Provisions”** has the meaning as set out in the Relevant Transaction Document;

**“REMIT”** means Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency;

**“Remuneration Agreement”** means the remuneration agreement entered into between NuclearSub, Luminus and RA Counterparty on the date of the Common Terms Agreement;

**“Responding Party”** means, in relation to proposed or actual court proceedings with respect to a Dispute, each Disputing Party proposed to be party to those proceedings other than the Initiating Party with respect to such proposed or actual court proceedings;

**“Responding Party Arbitration Option”** means, with respect to a Relevant Transaction Document and a Dispute, the option of a Responding Party in relation to that Dispute to submit that Dispute to arbitration in accordance with and on the terms specified in that Relevant Transaction Document;

**“Run-phase Period”** means:

- (A) a period of three (3) years commencing on, and including, the True-up Date (the **“First Run-phase Period”**);
- (B) a period of three (3) years commencing on the expiry of the First Run-phase Period (a **“Subsequent Run-phase Period”**);
- (C) each period of three (3) years commencing on the expiry of a Subsequent Run-phase period,

provided that the final Run-phase period shall end on, and include, the date of expiry or termination of the Remuneration Agreement;

**“SDC Loan”** has the meaning as set out in the Remuneration Agreement;

**“Second Amended JDA”** means the First Amended JDA as amended and restated pursuant to clause 5 (*Amendment and Restatement of First Amended JDA*) of the Implementation Agreement;

**“Senior Stakeholders”** means:

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



- (C) in the case of NuclearSub, the Chief Executive Officer of NuclearSub and the Chairperson of NuclearSub from time to time;
- (D) in respect of any other Transaction Party, from time to time, the person(s) specified as such in the Deed of Adherence executed and delivered by them;

“**Services**” means the LTO Services and the O&M Services;

“**Shareholder**” means BEGOV or Electrabel or any other person who accedes to the Shareholders' Agreement in accordance with clause 22 (*Deed of Adherence*) of the Shareholders' Agreement from time to time, in each case for so long as it holds any Shares, and “**Shareholders**” means any or all of them as the context requires;

“**Share**” means a share representing the equity of NuclearSub;

“**Shareholder Loan Agreement (Electrabel)**” means the shareholder loan agreement entered into between Electrabel and NuclearSub on the date of the Common Terms Agreement;

“**Shareholder Loan Agreement (BEGOV)**” means the shareholder loan agreement entered into between BEGOV and NuclearSub on the date of the Common Terms Agreement;

“**Shareholder Loan Agreements**” means:

- (A) the Shareholder Loan Agreement (Electrabel); and
- (B) the Shareholder Loan Agreement (BEGOV),

and “**Shareholder Loan Agreement**” means any one of them;

“**Shareholder Support Agreement**” means the shareholder support agreement in connection with the O&M Agreement entered into between ENGIE S.A., Electrabel and NuclearSub on the date of the Common Terms Agreement;

“**Shareholders' Agreement**” means the shareholders' agreement in relation to NuclearSub entered into between Electrabel, BEGOV and NuclearSub on the date of the Common Terms Agreement;

“**Soil Remediation Project**” has the meaning as set out in article 47 of the Walloon Decree of 1 March 2018 on soil management and remediation and/or article 58 of the Flemish Decree of 27 October 2006 on soil remediation and soil protection;

“**SPA I**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**SPA II**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**SPA ENGIE-Electrabel**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**SPA Genfina-ENGIE**” has the meaning as set out in schedule 2 (*Structuring*) to the Implementation Agreement;

“**Spent Fuel**” has the meaning as set out in schedule 4 (*Caps*) to the Implementation Agreement;

“**Standard of Care**” means 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:

- (A) Applicable Law;
- (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 prior to the date of the Initial HOT were decided upon by Electrabel in the absence of the LTO;
- (E) the fact that the LTO has been required to be implemented within a substantially compressed time period for a project of that nature; and
- (F) 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 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 and are outside of the reasonable control of the relevant member of the ENGIE Group;

“**Subcontract**” means a contract by which a Subcontractor is appointed;

“**Subcontractor**” means any person to which Electrabel subcontracts (in accordance with the relevant Transaction Document) any part of its obligations under the relevant Transaction Document (including any supplier) or any subcontractor or supplier engaged by any Subcontractor in connection with the performance of such obligations;

“**Subsidiary**” means any company that is controlled by another company within the meaning of Article 1:15, 2° of the BCCA;

“**Surviving Provisions**” means, collectively:

(A) in the Common Terms Agreement, Clauses 1 (*Definitions and Interpretation*), 4 (*Common Provisions*), 5 (*Confidentiality*), 6 (*Announcements*) and 7 (*Governing Law and Dispute Resolution*); and

(B) in each Relevant Transaction Document, each Relevant Surviving Provision;

“**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 Capacity**” means:

(A) 1026 MWe in the case of the LTO Unit at Doel 4; and

(B) 1030 MWe in the case of the LTO Unit at Tihange 3;

“**Target Closing Date**” has the meaning as set out in the Implementation Agreement;

“**Target LTO Restart Date**” means 1 November 2025;

“**Tax**” means all taxes, levies, duties and imposts and any charges, deductions or withholdings in the nature of tax, including, but not limited to, 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;

“**Taxation Authority**” means any taxing or other authority competent to impose any liability in respect of Tax or responsible for the administration and/or collection of Tax or enforcement of any law in relation to Tax;

“**Third Party**” means, in respect of a Relevant Transaction Document, any person who is not party to the applicable Relevant Transaction Document;

“**Tihange 3**” has the meaning as set out in the Remuneration Agreement;

“**Tractebel**” means Tractebel Engineering 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 36 and registered with the Crossroads Bank for Enterprises under enterprise number 0412.639.681;

“**Transaction**” means, collectively, the transactions, steps and other matters contemplated in the Transaction Documents;

“**Transaction Documents**” means:

(A) the Common Terms Agreement;

- (B) the Implementation Agreement;
- (C) the Second Amended JDA;
- (D) the SPA I;
- (E) the SPA II;
- (F) the Shareholders' Agreement;
- (G) the Parent Company Guarantee;
- (H) the Shareholder Support Agreement;
- (I) the Remuneration Agreement;
- (J) the O&M Agreement; and
- (K) the Fuel Supply Agreements;

**"Transaction Party"** means a party to a Transaction Document;

**"True-up Date"** means 31 December 2028, as amended in accordance with clause 4.3(A)(*Revised Strike Price*) of the Remuneration Agreement;

**"UNCITRAL Arbitration Rules"** means the arbitration rules published by the United Nations Commission on International Trade Law (as modified from time to time);

**"Updated HOT"** means the heads of terms entered into between BEGOV, Electrabel and ENGIE S.A. on 9 January 2023 (as amended and extended to 21 July 2023 pursuant to an extension agreement dated 20 July 2023);

**"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/EC) 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;

**"Volume Adjustment Fee"** has the meaning as set out in schedule 4 (*Caps*) of the Implementation Agreement;

**"Wilful Misconduct"** means Gross Negligence where the relevant ENGIE Party has demonstrably acted with intention to commit such Gross Negligence; and

**"Year"** means a calendar year according to the Gregorian Calendar beginning at midnight December 31 in Belgium.

## 1.2 Construction

In each Relevant Transaction Document, unless otherwise specified:

- (A) references to any document in the “**agreed form**” means that document in a form agreed by each of the Original Parties and either (i) initialled for the purposes of identification by or on behalf of each of the Original Parties, or (ii) noted as being the agreed form document by e-mail by or on behalf of each of the Original Parties, in each case on or before date of the Common Terms Agreement;
- (B) “**assets**” includes present and future properties, revenues and rights of every description;
- (C) references to any agreement, document or instrument shall be construed as a reference to such agreement, document or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced (except if set out otherwise in the Transaction Documents) and includes any of its schedules, appendices and/or annexes;
- (D) references to “**Clauses**”, “**Schedules**” and “**Appendices**” are to clauses of, and schedules and appendices to, the applicable Relevant Transaction Document;
- (E) use of any gender includes the other genders;
- (F) references to a “**company**” shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;
- (G) references to any party or other person shall be deemed to be references to or to include, as appropriate, their respective successors, and permitted transferees and permitted assignees;
- (H) 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);
- (I) references to “**reasonable endeavours**” means reasonable endeavours obligations (*middelverbindenis / obligation de moyens*);
- (J) a “**transfer**” includes any means of transfer of rights and/or obligations;
- (K) references to “**euros**”, “**EUR**” or “**€**” are to the official currency of the members of the European currency union from time to time;
- (L) any reference to a “**day**” shall mean a period of 24 hours running from midnight to midnight;

- (M) references to times and dates are to times and dates in Brussels;
- (N) the words “**include**” and “**including**” shall mean including but not limited to;
- (O) general words introduced by the word “**other**” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (P) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (Q) 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;
- (R) 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;
- (S) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (T) defined terms may be used in the singular or the plural sense as required by the context thereof;
- (U) all headings and titles are inserted for convenience only and are to be ignored in the interpretation of the applicable Relevant Transaction Document; and
- (V) for the purposes of clause 12.2(B)(ii) (*Legislative Condition*) of the Implementation Agreement, any reference to BEGOV implementing or adopting or undertaking to procure the implementation, adoption and/or entry into force of, any law or regulation shall be read and construed as being subject to the outcome of any parliamentary process required to implement or adopt such law or regulation.

## 2. ACCESSION

- 2.1 Each of BEGOV and Electrabel shall procure that each of its Affiliates which, on execution of or accession to a Transaction Document, becomes a Transaction Party shall, on or prior to its execution of or accession to such document, accede to this Agreement by executing a Deed of Adherence in the form set out in Schedule 1 (*Deed of Adherence*) and delivering a copy thereof to each of the other Parties, but without prejudice to the continuation *inter se* of the rights and obligations of the other Parties as at the relevant time.

2.2 Promptly following the incorporation of NuclearSub and in any event before Closing, Electrabel shall procure that the board of directors of NuclearSub:

- (A) confirm the entry by NuclearSub into, and the assumption by NuclearSub of its rights and obligations under, each of the NuclearSub Signing Documents as a party thereto (or, in the case of the Implementation Agreement, as an intervening party thereto for the purposes of clause 16.4 (*Decommissioning Liabilities*) only) with retroactive effect in accordance with Article 2.2 of the BCCA; and
- (B) deliver a letter (duly signed on behalf of NuclearSub) which confirms the same to each of the other parties to the respective NuclearSub Signing Documents.

2.3 For the avoidance of doubt, upon the confirmation of NuclearSub's entry into, and the assumption by NuclearSub of its rights and obligations under, a NuclearSub Signing Document as contemplated by Clause 2.2(A), Electrabel shall be automatically and irrevocably released from any and all obligations (and related liabilities) assumed by NuclearSub under the relevant NuclearSub Signing Document.

### 3. NOTICES

3.1 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.

3.2 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:

- (A) in the case of BEGOV or the RA Counterparty:

Address: FOD Economie – Algemene Directie Energie Koning  
Albert II-iaan 16, 1000 Brussel

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

Email address: [REDACTED]

Attention: [REDACTED]

- (C) in the case of ENGIE S.A.:

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

Email address: [REDACTED]

Attention: [REDACTED]

(D) in the case of NuclearSub:

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

Email address: [REDACTED]

Attention: [REDACTED]

(E) in the case of any other person, the details specified in respect of it in the Deed  
of Adherence executed and delivered by it,

or (in each case) any substitute address or e-mail address or department or officer as any  
party to the Common Terms Agreement may notify to the other parties to the Common  
Terms Agreement by not less than ten (10) days' notice.

3.3 Any communication made by any one Party to another Party under or in connection with  
this Agreement will only be effective:

(A) if by way of letter, when it has been left at the relevant address or ten (10) days  
after being deposited in the post postage prepaid in an envelope addressed to it  
at that address; and

(B) 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 3.2, if addressed to that department or officer.

3.4 Any communication which becomes effective, in accordance with Clause 3.3, after 5:00  
p.m. in the place of receipt shall be deemed only to become effective on the following  
Business Day.

3.5 A Party which is the intended recipient of a notice may waive by way of writing any of the  
requirements of this Clause 3 with respect to a notice delivered or to be delivered to it.

3.6 Upon Closing, the notice details for NuclearSub shall be substituted by NuclearSub in  
accordance with Clause 3.2.



## 4. COMMON PROVISIONS

### 4.1 Entire agreement

- (A) This Agreement constitutes the whole and only agreement between the parties to this Agreement relating to the subject matter of this Agreement.
- (B) Except in the case of fraud, each party to this Agreement 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 4.1, “**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.

### 4.2 Amendment

This Agreement may only be varied in writing signed by each of the parties to this Agreement. The parties to this Agreement explicitly agree that a waiver of this Agreement can under no condition be implied or verbal.

### 4.3 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. Without prejudice to Clause 4.7 (*Nullity and partial nullity*), the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law or, unless otherwise specified in a Relevant Transaction Document, any rights or remedies provided in any other Relevant Transaction Document.

### 4.4 Representations and warranties

Each party to this Agreement represents and warrants to each of the other parties to this Agreement that:

- (A) it has full capacity, power and authority to execute this Agreement, and this Agreement constitutes valid and binding obligations of such party and is enforceable by the other parties to this Agreement against such party in accordance with the terms of this Agreement;
- (B) it has obtained all authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower such party to enter into and perform its obligations under this Agreement; and

- (C) its entry into and performance of this Agreement will not result in a breach of: (i) any Applicable Laws or of any order decree or judgment of any court or any governmental or regulatory authority; or (ii) any agreement or instrument to which it is a party or by which it is bound and which is material in the context of the subject matter of this Agreement; other than, in the case of the sub-paragraphs (i) and (ii), to the extent such violation or default will not, or is not likely to, prevent or delay the fulfilment by such party of its obligations under this Agreement.

#### **4.5 No partnership**

Nothing in this Agreement and no action taken by the parties to this Agreement under this Agreement shall constitute a partnership, joint venture or agency relationship between the parties to this Agreement.

#### **4.6 Assignment**

- (A) No party to this Agreement shall assign or transfer (including, in the case of BEGOV, by way of privatisation), or purport to assign or transfer all or any part of the benefit of, or its rights, benefits or obligations under, this Agreement.
- (B) No party to this Agreement 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.

#### **4.7 Nullity and partial nullity**

- (A) This Agreement, any other Relevant Transaction Document and/or any of the Legislative Changes (or, in each case, any provision thereof) shall be treated as invalid, illegal and/or null and void ("*nietigheid/nullité*") only if and to the extent that such invalidity, illegality and/or nullity and voidness is (x) in the case of a Relevant Transaction Document (or any provision thereof), Finally Determined in accordance with the applicable dispute resolution procedure or (y) in the case of any of the Legislative Changes (or any provision thereof), determined by a court of competent jurisdiction. For the avoidance of doubt, this rule is also applicable when the exception of nullity is raised as a defence by a Relevant Transaction Party to a claim made by another Relevant Transaction Party, it being understood that the relevant exception shall be decided on in the same proceeding as the claim and with the same effect as the decision on the claim. Each Relevant Transaction Party waives to the fullest extent permitted by Applicable Law any rights or remedies to invoke or otherwise rely upon the invalidity, illegality and/or nullity and voidness of this Agreement, any other Relevant Transaction Document and/or any of the Legislative Changes (whether in accordance with the last two sentences of Article 5:59 of the Civil Code or otherwise) except in accordance with this Clause 4.7.
- (B) Subject to paragraph (C), any determination in accordance with paragraph (A) (x) as to the invalidity, illegality and/or nullity and voidness of any provision of this Agreement or any other Relevant Transaction Document shall not affect the

validity of the remaining provisions of this Agreement or any other Relevant Transaction Document. Any remaining provisions shall be severed and shall not be affected by such determination, and the rights and obligations of the Relevant Transaction Parties shall be construed and enforced as if this Agreement and/or the Relevant Transaction Documents did not contain the provision(s) determined to be illegal, invalid and/or null and void.

- (C) Notwithstanding paragraph (B), upon (or, if any Relevant Transaction Party so requests, in anticipation of) Final Determination in accordance with paragraph (A) (x) that any Material Provision is invalid, illegal and/or null and void, the Relevant Transaction Parties shall negotiate in good faith and seek to agree to modify, in accordance with the common intention of the Parties as at the date of this Agreement, such Material Provision (and any other provisions of this Agreement and/or any other Relevant Transaction Document the meaning of which would in the reasonable opinion of any Relevant Transaction Party be affected by the invalidity, illegality and/or nullity and voidness of such Material Provision) so as to effect an equivalent balance of risk and reward as would have existed had the relevant Material Provision been effective.

In the absence of such agreement within a period of sixty (60) Business Days after the commencement of the negotiations referred to above, if any Relevant Transaction Party disputes whether (x) the relevant provision is a Material Provision and/or (y) if it were a Material Provision, if and to what extent the nullity/invalidity thereof causes the other Transaction Documents to be null and void or invalid, any Relevant Transaction Party may initiate applicable dispute resolution proceedings in accordance with clause 28 (*Governing Law and Dispute Resolution*) of the Implementation Agreement (that is hereby inserted by reference) to determine whether such provision is a Material Provision and if so, if and to what extent the other Transaction Documents are null and void or invalid.

- (D) Any determination in accordance with paragraph (A) (y) as to the invalidity, illegality and/or nullity and voidness of any Legislative Change (or any provision thereof) shall not affect the validity of (i) any of the other Legislative Changes and/or (ii) any provisions of this Agreement or any other Relevant Transaction Document other than the specific provision(s) that become invalid, illegal, null and void or unenforceable as a result of the invalidity of the relevant Legislative Change. Any remaining provisions shall be severed and shall not be affected by such determination, and the rights and obligations of the Relevant Transaction Parties shall be construed and enforced as if this Agreement and/or the Relevant Transaction Documents did not contain the relevant provision(s) determined to be illegal, invalid and/or null and void.

Notwithstanding the foregoing provisions of this paragraph (D), if any such provision of this Agreement or the Relevant Transaction Documents that becomes invalid, illegal, null and void or unenforceable as a result of the invalidity of the Legislative Change is a Material Provision, then the provisions of paragraph (C) shall be applicable.

- (E) No Relevant Transaction Party shall initiate proceedings in accordance with paragraph (C) unless a consultation period of at least forty five (45) Business Days between representatives of BEGOV, Electrabel and ENGIE S.A. has elapsed (it being agreed that such consultation period shall include at least one consultation between their Senior Stakeholders within that period (provided that if any of BEGOV, on the one hand, and Electrabel and ENGIE S.A. on the other hand, fail to make their representatives or Senior Stakeholders available for consultation, that shall not prevent the other from exercising its right to initiate such proceedings). The consultation period referred to in this paragraph (E), and (following such consultation period) any proceedings pursuant to paragraph (C), may be initiated concurrently with any proceedings under paragraph (A).
- (F) Notwithstanding the foregoing provisions of this Clause 4.7:
- (i) no Relevant Transaction Party may seek any determination under paragraphs (A), (C) and/or (D) in respect of any provision if it caused and/or materially contributed (by its actions and/or inaction) to the alleged illegality, invalidity and/or nullity and voidness of such provision (other for the avoidance of doubt than executing the Transaction Documents and performing the actions contemplated therein);
  - (ii) no BEGOV Affiliate may seek any determination under paragraphs (A), (C) and/or (D) in respect of any provision on the basis of a ground of nullity introduced by a federal Applicable Law after the date of signing this Agreement; and
  - (iii) if this Clause 4.7 operates to nullify and void all Relevant Transaction Documents, each of the Surviving Provisions shall continue in full force and effect (but in each case only to the extent such Clause has itself not been determined to be illegal, invalid and/or null and void in accordance with paragraph (A)).

#### **4.8 Exclusive termination remedies**

- (A) The termination causes and termination remedies of the Parties and ENGIE S.A. (for cause, convenience or otherwise) explicitly foreseen in the Transaction Documents are the sole and exclusive termination causes, termination rights and/or termination remedies, and the Parties and ENGIE S.A. waive to the fullest extent possible any other termination rights they may have, including those arising under Articles 5.22, 5.59, 5.74, 5.93, 5.99, 5.100, 5.102, 5.113, 5.226 and 5.266 of the Civil Code.
- (B) Without prejudice to the generality of Clause 4.8(A), it is agreed that Article 5.74 of the Civil Code does not apply to this Agreement and/or any of the Transaction Documents and is expressly excluded, and each party to this Agreement and/or any Transaction Document hereby irrevocably waives any right to pursue any claim thereunder.

#### **4.9 Counterparts**

- (A) This Agreement may be executed in any number of counterparts, and by the parties to this Agreement on separate counterparts, but shall not be effective until each party to this Agreement has executed at least one counterpart.
- (B) Each counterpart of this Agreement shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

#### **4.10 Third Parties**

- (A) Except as otherwise provided in this Agreement, this Agreement:
  - (i) shall not be enforceable by any Third Party (whether on the basis of Article 5.107 of the Civil Code or otherwise); and
  - (ii) may be rescinded or varied without the consent or agreement of any Third Party (including, for the avoidance of doubt, any Third Party who may be entitled to enforce or benefit under this Agreement).
- (B) Notwithstanding Clause 4.10(A)(i) (as incorporated by reference into each Relevant Transaction Document), Clause 4.7 (*Nullity and partial nullity*) (as incorporated by reference into each Relevant Transaction Document to which BEGOV and/or Electrabel is not a party) shall be enforceable by BEGOV, Electrabel and ENGIE S.A. in the same manner as if they were each a party to such Relevant Transaction Document.

#### **4.11 Economic and Legal Equilibrium**

Each of the Parties recognises and declares explicitly that this Agreement has been the subject of good faith and fair negotiations and that they have considered in all detail and with conscience their agreement that is reflected in full in the provisions of this Agreement. The provisions of this Agreement and this Agreement itself reflect the intention of each of the Parties and the economic and legal equilibrium that each of the Parties wanted to achieve.

#### **5. CONFIDENTIALITY**

- (A) Subject to Clause 5(H), each Party shall treat as confidential all Confidential Information.
- (B) Subject to Clause 5(H), 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 in accordance with Clause 5(B)(ii);

- (ii) not use any Confidential Information other than:
    - (a) for the purposes set out in and/or the performance of the actions contemplated in the Transaction Documents; and/or
    - (b) to give full effect to the Transaction Documents and/or the Legislative Changes.
  - (iii) procure that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained in this Clause 5 as if such person were a party to this Agreement.
- (C) Notwithstanding the other provisions of this Clause 5, each Party may disclose Confidential Information:
  - (i) to the extent required by law, regulation or the rules of any exchange on which its securities are listed;
  - (ii) to the extent required to enforce the relevant Party's rights under any Transaction Document in accordance with the applicable dispute resolution process;
  - (iii) to its professional advisors, provided that they have a duty to keep such information confidential;
  - (iv) to the extent the information has come into the public domain through no fault of that Party; or
  - (v) to the extent that BEGOV, Electrabel and ENGIE S.A. have given their prior written consent to the disclosure.
- (D) Any information to be disclosed pursuant to Clause 5(C) shall be disclosed only after, to the extent permitted by law and regulation, reasonable prior consultation with BEGOV, Electrabel and ENGIE S.A..
- (E) Subject to Clause 5(B), each Party may disclose Confidential Information to its Affiliates which are party to any Transaction Document (and, in the case of BEGOV, to CREG), in each case provided that they have a duty to keep such information confidential in accordance with this Clause 5.
- (F) Upon the termination of the Transaction, each Party shall (and shall procure that its advisors will) return to the relevant other Party (or, at that 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.
- (G) The restrictions contained in this Clause 5 shall continue to apply after the termination of the Transaction without limit in time.

- (H) This Clause 5 shall not:
- (i) restrict any Party from dealing with information which it already possessed and did not receive from (or on behalf of) any other Party; or
  - (ii) apply to any information which constitutes Confidential Information (as defined in the Framework Agreement) to which the restrictions contained in clause 11.6 (*Confidentiality*) of the Framework Agreement apply.

## **6. ANNOUNCEMENTS**

- (A) Subject to paragraph (B), no Party shall make, or facilitate or procure the making of, any public communication, comment or announcement concerning any aspect of the Transaction, matters referred to in the Transaction Documents or the conduct of any Party relating or connected to such matters.
- (B) Paragraph (A) shall not apply to an announcement:
- (i) which announces or acknowledges the formal commencement or defence of court or arbitral proceedings and which states a Party's belief that it will prevail in such proceedings, but which does not refer (implicitly or explicitly) to the substance or merit of any Party's position or conduct;
  - (ii) to the extent required by law or the rules of any exchange on which a Party's securities are listed; or
  - (iii) agreed between BEGOV, Electrabel and ENGIE S.A.

## **7. GOVERNING LAW AND DISPUTE RESOLUTION**

### **7.1 Governing law**

This Agreement, including the arbitration agreement laid down in Clause 7.4(A), 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.

### **7.2 Jurisdiction**

Subject to Clauses 7.4(A) to 7.4(F), the courts of Belgium shall have exclusive jurisdiction to decide any Dispute.

### **7.3 Initial Resolution and Escalation**

- (A) In the event of a Dispute, the Disputing Parties shall attempt to resolve the Dispute at working level without the involvement of the relevant Senior Stakeholders.

- (B) If the Disputing Parties have not been able to resolve a Dispute within fifteen (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 relevant Senior Stakeholders and those Senior Stakeholders shall discuss the matter in good faith with a view to resolving it.
- (C) If the Disputing Parties are able to resolve a Dispute, whether before or after any escalation to the relevant Senior Stakeholders, 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.
- (D) If the relevant Senior Stakeholders are unable to resolve the Dispute within ten (10) Business Days of it being escalated to them in accordance with Clause 7.3(B), then any Disputing Party may seek resolution of the Dispute in accordance with the requirements of Clauses 7.2 and 7.4(A) to 7.4(F).

#### **7.4 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. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. Accordingly, if (i) within 10 (ten) Business Days after the receipt of the first party's notification of the appointment of an arbitrator, the other party fails to notify the first party of the arbitrator it has appointed or (ii) within ten (10) Business Days after the appointment of the second arbitrator, the two arbitrators have not agreed on the choice of the presiding arbitrator, the Secretary-General of the Permanent Court of Arbitration at The Hague shall make the necessary appointment(s). The seat of arbitration will be The Hague, the Netherlands, and the language of the arbitral proceedings will be English.
- (B) No Party shall initiate court proceedings before giving each Responding Party to those proceedings at least twenty (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 twenty (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 exercise the Responding Party Arbitration Option; or (ii) that Responding Party intends to exercise the Initiating Party Arbitration Option. In the absence of any Arbitration Option notified within such period of twenty (20) Business Days, the Responding Party shall have finally waived the Arbitration Options and the Initiating Party may initiate court proceedings.



- (C) 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 sixty (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 7.4(A).
- (D) If the Initiating Party initiates court proceedings in relation to a Dispute without complying with the requirements of Clauses 7.4(B) and 7.4(C), 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 (twenty eight) days after a Responding Party has commenced arbitration proceedings in respect of the Dispute or after a Responding Party has required the Initiating Party to submit the Dispute to arbitration in accordance with Clause 7.4(C). If the Responding Party makes a demand for discontinuance within 28 (twenty eight) days of notification of the court proceedings, 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 such Responding Party may be liable to pay under any order made in the court proceedings.
- (E) Each Party consents to any request from any other Party to consolidate any arbitration under this Agreement with any arbitration commenced under any other Transaction Document(s). Each Party consents to any request for joinder from a third person if the same arbitration agreement as between the original parties applies or enters into force between the parties and the third person.
- (F) Without prejudice to the power of the tribunal to recommend provisional measures, any Party 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.

## **7.5 Waiver of immunity**

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

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

**Schedule 1  
Deed of Adherence**

**THIS DEED** is made on [DATE]

by [[•], a company incorporated [in / under the laws of] [•] under registered number [•] whose registered office is at [•]] (the “**Acceding Party**”).

**WHEREAS:**

This Deed is entered into in compliance with the terms of clause 2 (*Accession*) of a common terms agreement dated [•] made between, among others, the Belgian State, Electrabel SA, ENGIE S.A. and NuclearSub BV as such agreement shall have been or may be amended, supplemented or transferred from time to time (the “**Common Terms Agreement**”).

**THIS DEED WITNESSES** as follows:

1. Unless the context requires otherwise, words and expressions defined in the Common Terms Agreement shall have the same meaning when used in this Deed.
2. The Acceding Party hereby undertakes to adhere to and be bound by the provisions of the Common Terms Agreement, and to perform the obligations imposed by the Common Terms Agreement which are to be performed on or after the date of this Deed, in all respects as if the Acceding Party were a Party to the Common Terms Agreement and named therein as a Party.
3. This Deed is made for the benefit of (a) the Original Parties to the Common Terms Agreement and (b) any other person or persons who after the date of the Common Terms Agreement (and whether or not prior to or after the date of this Deed) adheres to the Common Terms Agreement.
4. The address and e-mail address (and the department or officer, if any, for whose attention any communication is to be made) of the Acceding Party for the purposes of clause 3 (*Notices*) of the Common Terms Agreement are as follows:

Address	E-mail address	Attention
[•]	[•]	[•]

5. The senior stakeholder(s) of the Acceding Party for the purposes of the definition of “Senior Stakeholder” under the Common Terms Agreement are as follows:

Name	Title
[•]	[•]

6. The Acceding Party represents and warrants to each Original Party that:

- (A) it has full capacity, power and authority to execute this Deed, and each of this Deed and the Common Terms Agreement constitutes valid and binding obligations of the Acceding Party and is enforceable by the Original Parties against the Acceding Party in accordance with their respective terms;
- (B) it has obtained all authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower the Acceding Party to enter into and perform its obligations under this Deed and the Common Terms Agreement respectively; and
- (C) its entry into and performance of this Deed and the Common Terms Agreement will not result in a breach of: (i) any Applicable Laws or of any order decree or judgment of any court or any governmental or regulatory authority; or (ii) any agreement or instrument to which it is a party or by which it is bound and which is material in the context of the subject matter of this Deed or the Common Terms Agreement; other than, in the case of the sub-paragraphs (i) and (ii), to the extent such violation or default will not, or is not likely to, prevent or delay the fulfilment by such party of its obligations under this Deed or the Common Terms Agreement.

7. The provisions of clause 7 (*Governing Law and Jurisdiction*) of the Common Terms Agreement shall apply *mutatis mutandis* to this Deed.

**IN WITNESS** of which this Deed has been executed and delivered by the Acceding Party on the date which first appears above.

*[Signature block of Acceding Party]*

## Signatures

On behalf of BEGOV:

 \_\_\_\_\_

Name: Alexander De Croo

Title: Prime Minister

 \_\_\_\_\_

Name: Tinne Van der Straeten

Title: Minister of Energy

On behalf of Electrabel acting (i) in its own name and on its own behalf and (ii) on behalf of NuclearSub BV in accordance with Article 2:2 of the BCCA:

 \_\_\_\_\_

Name: Thierry Saegeman

Title: CEO and director

 \_\_\_\_\_

Name: Pierre-François Riolacci

Title: Chief Finance Officer and director

On behalf of ENGIE S.A.:

 \_\_\_\_\_

Name: Catherine MacGregor

Title: Chief Executive Officer and  
director

 \_\_\_\_\_

Name: Pierre-François Riolacci

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