

13 December 2023

ELECTRABEL SA

and

NUCLEARSUB BV

FUEL SUPPLY AGREEMENT (ELECTRABEL-NUCLEARSUB)

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THIS FUEL SUPPLY AGREEMENT (ELECTRABEL-NUCLEARSUB) (this “**Agreement**”) is made **BETWEEN:**

- (1) **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; and
- (2) **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 a “**Party**” and together the “**Parties**”.

WHEREAS the Parties, among others, are party to a Common Terms Agreement dated on the date of this Agreement (the “**CTA**”) which, in accordance with Clause 1 (*Definitions and Interpretation*) of this Agreement, sets out definitions and interpretive clauses used in this Agreement.

IT HAS BEEN AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Clause 1.1 (*Definitions*) of the CTA and the rules of construction set out in clause 1.2 (*Construction*) of the CTA are incorporated by reference into this Agreement. Terms used but not defined in this Agreement shall therefore have the meanings given to them in those clauses of the CTA.

1.2 In this Agreement, unless the context otherwise requires:

“**Actual Existing Irradiated Synatom Stock Payment Amount**” means the amount calculated by Synatom under the terms of the Fuel Supply Agreement (Electrabel-Synatom) in accordance with the formula set out in Part B of Schedule 4 (it being acknowledged that calculations by reference to Synatom’s acquisition book value in such formula reflect Synatom’s historical valuation practices);

“**Affected Obligations**” has the meaning given to that term in Clause 21(A);

“**Affiliate Services**” means any goods or services supplied by other members of the ENGIE Group in connection with Electrabel’s performance of its obligations under this Agreement;

“**Aggregate Cap**” has the meaning given to that term in Clause 8.2(C);

“**Annual Cap**” has the meaning given to that term in Clause 8.2(B);

“**Applicable Change in Law**” has the meaning given to that term in Clause 21(A);

“ASTM Specifications” means the specifications for purity and other physical or chemical properties of special nuclear material and source material as set forth in the version of the *American Society for Testing and Materials (ASTM) Specification C996-20 Standard Specification for Uranium Hexafluoride Enriched to Less Than 5%, U235*, as in force at the date of Delivery and otherwise as amended from time to time;

“Audit” has the meaning given to that term in Clause 19.1(A);

“Audit Information” has the meaning given to that term in Clause 19.1(A);

“Audit Notice” has the meaning given to that term in Clause 19.1(A);

“Auditor” has the meaning given to that term in Clause 19.1(A);

“Audit Parameters” has the meaning given to that term in Clause 19.1(B)(ii);

“Back-End Fuel Costs” means:

- (A) any costs Directly Incurred (or provisioned to be incurred) by Electrabel for the LTO Spent Fuel Management Services (including, for the avoidance of doubt, in accordance with the Fuel Supply Agreement (Electrabel-Synatom) or otherwise); and
- (B) where not captured within (A), Nuclear Waste and Spent Fuel Liabilities in respect of LTO Spent Fuel,

but excluding:

- (C) any costs incurred or provisioned to be incurred in respect of the Existing Irradiated Synatom Stock;
- (D) the Synatom Back-End Administrative Fee; and
- (E) any Excluded FSA Costs;

“Break Fees” means any break fees or termination fees properly payable under any Subcontract provided that, where the value of any individual Subcontract is [REDACTED], Electrabel has provided the relevant Subcontract to NuclearSub (as redacted as is reasonably required to comply with any confidentiality restrictions or to remove Commercially Sensitive Information);

“Change in Law” means, on or after the date of this Agreement, the adoption, coming into force, amendment, repeal, suspension, annulment or change in interpretation of any Applicable Law;

“Commercially Sensitive Information” means commercially sensitive information, but does not include (i) details of the contract price; and/or (ii) provisions relating to (or necessary to understand) the calculation and payment of break fees or termination fees;

“Contract Year” means:

- (A) with respect to the first Contract Year, the period commencing on the Effective Date, and ending on the last day of the last month in the then Year; and
- (B) with respect to any Contract Year thereafter, each period of twelve (12) consecutive months commencing on the 1st day of each Year, provided that the final Contract Year shall end on the last day of the Term;

“Conversion Services” means the products undergoing the process whereby U_3O_8 (yellow cake) is converted into gaseous UF_6 (uranium hexafluoride);

“Decommissioned LTO Unit” has the meaning given to that term in Clause 11.3;

“Deliver” means, in respect of:

- (A) the Existing Irradiated Synatom Stock, the book transfer by Synatom to Electrabel;
- (B) the Existing Fresh Synatom Stock and/or any Uranium Products for use in the LTO Uranium Products, where such Existing Fresh Synatom Stock and/or Uranium Products for use in the LTO Uranium Products constitute:
 - (i) U_3O_8 , the book transfer to the account of Synatom at the provider of Conversion Services in respect of such U_3O_8 ;
 - (ii) UF_6 , the book transfer to the account of Synatom at the Uranium Supplier of EUP in respect of such UF_6 ;
 - (iii) EUP, the book transfer to, as applicable:
 - (a) Synatom’s account at the Uranium Supplier of EUP in respect of such EUP;
 - (b) the LTO Fuel Assembly Manufacturer’s account at the Uranium Supplier of EUP in respect of such EUP; or
 - (c) the Uranium Supplier of EUP’s account at the LTO Fuel Assembly Manufacturer in respect of such EUP;
- (C) LTO Fuel Assemblies, the physical delivery of the LTO Fuel Assemblies to the site of the LTO Units,

and **“Delivers”**, **“Delivered”** and **“Delivery”** shall have the corresponding meaning;

“Directly Incurred” means costs, expenses, fees, taxes, tariffs, works or studies (as applicable) which exclusively relate to the performance of this Agreement, including for the avoidance of doubt costs, expenses, fees, taxes or tariffs incurred or works or studies undertaken (as

applicable) under Subcontracts or internal overheads for the purposes of the performance of this Agreement;

“**Due Date**” has the meaning given to that term in Clause 6.7(A);

“**Effective Date**” means the date of Closing;

“**Electrabel Data**” means any data or information: (i) owned or held by or licensed to Electrabel or its Affiliates (excluding NuclearSub) prior to the Effective Date; or (ii) collected, recorded, procured or utilised by or on behalf of either Party pursuant to or in connection with this Agreement, excluding any NuclearSub Data;

“**Electrabel Front-End Administrative Fee**” means an administrative fee payable by NuclearSub to Electrabel in respect of the Electrabel Operating Costs equal to:

- (A) the accrued but unpaid amount of the Electrabel Operating Costs from time to time;
- (B) plus the Relevant Margin per annum.;

“**Electrabel IPR**” means all Intellectual Property:

- (A) (i) owned by or licensed to Electrabel or its Affiliates (excluding NuclearSub) prior to the Effective Date; or (ii) acquired, created or developed by or licensed to Electrabel or its Affiliates (excluding NuclearSub) independently of this Agreement from time to time;
- (B) arising from or acquired, developed or created as a result of, pursuant to or in connection with, this Agreement (including in any Electrabel Data, software, databases, software tools, methodologies and/or process descriptions developed by or on behalf of Electrabel or its licensors); or
- (C) in any enhancements, modifications or derivatives of any Intellectual Property set out in (A) or (B) above,

in each case, excluding any NuclearSub IPR;

“**Electrabel Operating Costs**” means all of Electrabel’s operating costs, fees and expenses Directly Incurred in procuring the provision to NuclearSub of the LTO Fuel Assemblies and the LTO Fuel Manufacturing Services;

“**Electrabel Working Capital Fee**” means a working capital fee payable by NuclearSub to Electrabel in respect of Electrabel’s costs, fees and expenses actually incurred in pre-financing the procurement of LTO Fuel Assemblies, equal to 3-month EURIBOR as at the date of each relevant invoice (with a zero floor) plus 0.75% per annum. of the value of LTO Fuel Assemblies actually prefinanced by Electrabel in order to effect the Delivery of LTO Fuel Assemblies;

“**Estimated Existing Irradiated Synatom Stock Payment Amount**” means the amount calculated by Synatom under the terms of the Fuel Supply Agreement (Electrabel-Synatom) as

at the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3, in accordance with the formula set out in Part A of Schedule 4 (it being acknowledged that calculations by reference to Synatom's acquisition book value in such formula reflect Synatom's historical valuation practices);

"EUP" means enriched uranium product;

"EUP Supply Request" means a written notice from Electrabel to Synatom delivered in accordance with the terms of the Fuel Supply Agreement (Electrabel-Synatom) and requiring Synatom to procure the provision of EUP for the LTO Units by whatever means Synatom may elect (whether by use of the Existing Fresh Synatom Stock, directly from one or more Uranium Suppliers or by way of Transformation (by Synatom, any of its Affiliates or any Uranium Supplier) of other Uranium Products), which notice shall specify in relation to such EUP:

- (A) the required quantity, quantity ranges, characteristics (including the required enrichment level or enrichment range) and specifications of such EUP, provided such specifications conform with the ASTM Specifications;
- (B) the Target Date or Target Period, in each case falling within the Ordering Period and at least six (6) months from the date of delivery of the relevant EUP Supply Request; and
- (C) the LTO Fuel Assembly Manufacturer,

as such request may be amended, varied or cancelled (in whole or in part) from time to time by Electrabel: (i) on or before the EUP Supply Request Amendment Cut-off Date, in any respect; and (ii) after the EUP Supply Request Amendment Cut-off Date, only to the extent required to alter the quantities of EUP required in respect of four (4) or fewer Fuel Assemblies;

"EUP Supply Request Amendment Cut-off Date" means, in relation to any EUP Supply Request, the date falling six (6) months before:

- (A) the Target Date for Delivery of such EUP; or
- (B) the first day of the Target Period for such EUP,

in each case as the case may be and as specified in the relevant EUP Supply Request;

"Excluded FSA Costs" means:

- (A) Nuclear Waste and Spent Fuel Liabilities in respect of LTO Spent Fuel incurred in engaging in activities after the Site Transfer Date;
- (B) LTO Decommissioning and Dismantling Liabilities;
- (C) any costs, fees and/or expenses incurred by Electrabel in the provision of any services under the O&M Agreement;

(D) any costs, fees and/or expenses paid or payable to Electrabel under any other Transaction Document; and/or

(E) the Volume Adjustment Fee;

“Existing Fresh Synatom Stock” means Synatom’s existing, unused stocks of Uranium Products as at the date of this Agreement and which complies with the ASTM Specifications, comprising concentrates, Conversion Services, UF_6 (uranium hexafluoride), UF_6 contained in EUP, and SWU, each as further detailed in Part A of Schedule 2;

“Existing Fresh Synatom Stock Payment Amount” means USD 218,614,242.97, being the value of the Existing Fresh Synatom Stock calculated in accordance with the prices set out in Part B of Schedule 2;

“Existing Irradiated Synatom Stock” means Synatom’s existing, partially used stocks of Fuel Assemblies:

(A) used in the core of an LTO Unit and not fully depleted; and

(B) designated by Electrabel to be reloaded in the core of one or more of the LTO Units,

provided however, that such existing, partially depleted stocks of Fuel Assemblies shall constitute Existing Irradiated Synatom Stock only to the extent that they are not leaking or Mechanically Damaged;

“Existing Irradiated Synatom Stock Reconciliation Payment” has the meaning given to that term in Clause 6.1(C);

“Existing Irradiated Synatom Stock Reconciliation Statement” has the meaning given to that term in Clause 6.1(C);

“FM Affected Party” has the meaning given to that term in Clause 13.2(A);

“FSA Scheduled Termination Date” means the later of the date on which:

(A) all LTO Spent Fuel complies with the Contractual Transfer Criteria;

(B) ownership of all LTO Spent Fuel has transferred to NIRAS-ONDRAF;

(C) Decommissioning of both LTO Units has commenced; and

(D) all LTO Spent Fuel has been removed from the LTO Units;

“FSA Standard of Care” means the degree of diligence, skill, care and prudence reasonably expected of a duly qualified and licensed entity engaged to provide management services, 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 9 January 2023 were decided upon by Electrabel in the absence of a scenario whereby the operational life of each LTO Unit would be extended beyond the applicable Legal End Date and decided upon before the Transaction Documents were entered into by the relevant parties;
- (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 BEGOV's or any competent authority's 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 of ENGIE S.A. or its Affiliates and are outside of the reasonable control of any such person;

"Fuel Assembly" means any fuel assembly deployed or capable of being deployed in the core of one or more LTO Units;

"Full Decommissioning" has the meaning given to that term in Clause 11.3;

"Global LTO Production Plan" means the global production plan for the supply of EUP and the production of Fuel Assemblies set out in Schedule 1, as amended by Electrabel from time to time;

"Hedging Gains" means gains incurred pursuant to hedging arrangements in relation to the transfer, procurement and/or Delivery of LTO EUP, as reasonably evidenced by Electrabel;

"Hedging Losses" means costs or losses incurred pursuant to hedging arrangements in relation to the transfer, procurement and/or Delivery of LTO EUP (but (i) excluding any such costs or losses to the extent otherwise paid or payable as under this Agreement and (ii) provided that Electrabel has exercised the FSA Standard of Care in respect of such hedging arrangements), as reasonably evidenced by Electrabel;

"Invoicing Date" means a Business Day on or about the date on which Electrabel delivers any Monthly Statement under the O&M Agreement (or such other date as Electrabel may elect from time to time);

“Key Subcontract” means a Subcontract with a committed value of five million euros (€5,000,000) or higher;

“LTO EUP” means any EUP Transformed (or, as the context requires, to be Transformed) into LTO Fuel Assemblies;

“LTO Front-End Fuel Costs” means all costs, expenses and fees Directly Incurred by Electrabel in accordance with the Fuel Supply Agreement (Electrabel-Synatom) in respect of costs, expenses or fees incurred and payable to any LTO Uranium Supplier pursuant to a Subcontract (whether prior to or after the entry into force of this Agreement) or (in the case of the Existing Fresh Synatom Stock) Synatom, in each case in relation to the transfer, procurement and/or Delivery of LTO EUP and including (if applicable) costs incurred and payable in acquiring rights in or to Uranium Products or Transforming any such Uranium Products into LTO EUP, and (where applicable) any Break Fees incurred and payable to such LTO Uranium Supplier pursuant to a Subcontract, or any Hedging Losses;

“LTO Fuel Assembly” means any Fuel Assembly used (or, as the context requires, to be used) in the core of one or both of the LTO Units;

“LTO Fuel Assembly Manufacturer” means any manufacturer engaged or, to the extent not already engaged as at the date of this Agreement, approached or engaged by Electrabel in accordance with Clause 14 of this Agreement, to provide manufacturing and other related Transformation services for the fabrication of LTO EUP into LTO Fuel Assemblies;

“LTO Fuel Manufacturing Costs” means all costs, expenses and fees Directly Incurred by Electrabel to any LTO Fuel Assembly Manufacturer (whether prior to or after entry into force of this Agreement) for LTO Fuel Manufacturing Services, including (if applicable) any Break Fees payable by Electrabel pursuant to a Subcontract;

“LTO Fuel Manufacturing Costs and Back-End Fuel Costs Incurred” has the meaning given to that term in Clause 6.3(C)(ii);

“LTO Fuel Manufacturing Costs and Back-End Fuel Costs Paid” has the meaning given to that term in Clause 6.3(C)(i);

“LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Payment” has the meaning given to that term in Clause 6.3(C)(iii);

“LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Statement” has the meaning given to that term in Clause 6.3(C);

“LTO Fuel Manufacturing Services” means:

- (A) the manufacturing and other related Transformation services for the fabrication of any LTO EUP into LTO Fuel Assemblies to the extent detailed in Schedule 3;
- (B) Required Studies; and

- (C) subject to Clauses 9 and 15.1(A), any repairs and/or servicing of LTO Fuel Assemblies from time to time;

“**LTO Spent Fuel**” has the meaning given to that term in the CTA;

“**LTO Spent Fuel Management Contractor**” means:

- (A) Electrabel (in respect of such LTO Spent Fuel Management Services it performs itself, including fuel handling at the site of the LTO Unit(s) and surveillance and dry storage construction (but excluding (i) the DE Building; and (ii) the financing of such dry storage construction));
- (B) Synatom (if and to the extent engaged by Electrabel under the terms of the Fuel Supply Agreement (Electrabel-Synatom)); and
- (C) any of their respective Subcontractors (including, for example, the suppliers of containers and/or NIRAS-ONDRAF),

in each case to the extent providing, or procuring the provision of, LTO Spent Fuel Management Services;

“**LTO Spent Fuel Management Services**” means the services in respect of activities on-site prior to the Site Transfer Date, comprising:

- (A) container purchasing, loading and handling;
- (B) dry storage construction (excluding the DE Building);
- (C) exploitation, maintenance and surveillance;
- (D) installation to manage containers after closure of the LTO Units; and
- (E) any research and development costs, works or studies (to the extent such are required to be undertaken after the Effective Date) which may be Directly Incurred in respect of container purchasing, loading and handling, dry storage exploitation, and installation to manage containers after closure of the LTO Units.

“**LTO Uranium Products**” means Uranium Products Transformed (or, as the context requires, to be Transformed) into LTO Fuel Assemblies;

“**LTO Uranium Supplier**” means any Uranium Supplier engaged by Synatom to supply Uranium Products for use in LTO Uranium Products in accordance with the terms of the Fuel Supply Agreements;

“**Mechanically Damaged**” means, in respect of a Fuel Assembly, the structural integrity of the skeleton of the Fuel Assembly having been compromised and jeopardising its use in the reactor as determined by Electrabel in accordance with the FSA Standard of Care;

“Net Recovered Amount” has the meaning given to that term in Clause 9.1(B);

“Nuclear Operator” means Electrabel, acting as the sole nuclear operator in respect of the LTO Units in accordance with the O&M Agreement;

“NuclearSub Breach” means any act of prevention or default by NuclearSub of its obligations under this Agreement excluding if, and to the extent, such act of prevention or default was caused or contributed to by Electrabel;

“NuclearSub Data” means any data or information created, derived or acquired by or licensed to NuclearSub independently of this Agreement from time to time (if any), in each case:

- (A) which has been made available to Electrabel by or on behalf of NuclearSub in order for Electrabel to perform its obligations under this Agreement; and
- (B) excluding any data or information licensed to NuclearSub by Electrabel or its Affiliates (excluding NuclearSub);

“NuclearSub Default Termination Date” has the meaning given to that term in Clause 11.4(B)(ii);

“NuclearSub Default Termination Notice” means a written notice from Electrabel to NuclearSub which satisfies the requirements of Clause 11.4(B);

“NuclearSub IPR” means any Intellectual Property acquired, created or developed by or licensed to NuclearSub independently of this Agreement from time to time (if any) (including, for the avoidance of doubt, any Intellectual Property in any NuclearSub Data and/or in any systems required for the operation of the LTO Units developed or created by or licensed to NuclearSub independently of this Agreement), in each case excluding any Intellectual Property licensed to NuclearSub by Electrabel or its Affiliates (excluding NuclearSub);

“Ordering Period” means the period commencing on (and including) the date of this Agreement and ending on (and including) the earlier of:

- (A) the final day of the LTO Period; and
- (B) such date on which Electrabel advises Synatom in writing in accordance with the terms of the Fuel Supply Agreement (Electrabel-Synatom) (with a copy to NuclearSub) that no further LTO EUP will be required to be procured from LTO Uranium Suppliers;

“Partial Decommissioning” has the meaning given to that term in Clause 11.3;

“Payment Date” means, in respect of any Invoicing Date, the day falling ten (10) Business Days after such Invoicing Date;

“Relevant Margin” means:

[REDACTED]

[REDACTED]

[REDACTED]

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

“Required Studies” means core reload safety studies, compatibility studies, neutron start up studies and study activities related to core follow up, to the extent such studies are required to be undertaken after the Effective Date as determined by Electrabel;

“Site” has the meaning given to it in the O&M Agreement;

“Site Transfer Date” has the meaning given to it in schedule 4 (*Caps*) to the Implementation Agreement;

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

“Subcontractor” means any party to which:

- (A) Electrabel subcontracts (in accordance with this Agreement) any part of its obligations under this Agreement (including any supplier); or
- (B) any subcontractor or supplier engaged by any Subcontractor (or Synatom) in connection with the performance of such obligations;

“SWU” means a separative work unit;

“Synatom Back-End Administrative Fee” means an administrative fee payable by Electrabel to Synatom in accordance with the Fuel Supply Agreement (Electrabel-Synatom) in respect of Synatom’s operating costs, fees and expenses Directly Incurred in performing or procuring any LTO Spent Fuel Management Services, provided that such shall be payable 'at cost' only;

“Synatom Front-End Administrative Fee” means an administrative fee payable by Electrabel to Synatom in accordance with the Fuel Supply Agreement (Electrabel-Synatom) in respect of Synatom’s operating costs, fees and expenses Directly Incurred in procuring the provision of Uranium Products (excluding the Existing Irradiated Synatom Stock), equal to the accrued but unpaid amount of such operating costs, fees and expenses from time to time (and excluding the Synatom Front-End Working Capital Fee) and provided that such shall be payable 'at cost' only;

“Synatom Front-End Working Capital Fee” means a working capital fee payable by Electrabel to Synatom in accordance with the Fuel Supply Agreement (Electrabel-Synatom) in respect of:

- (A) Synatom's costs of pre-financing the supply of LTO EUP, equal to 3-month EURIBOR (with a zero floor) as at the date of each relevant invoice plus 0.75% per annum of:
- (i) all LTO Uranium Products to be Delivered by Synatom pursuant to the Fuel Supply Agreement (Electrabel-Synatom) (other than to the extent forming part of an LTO Fuel Assembly invoiced under this Agreement), less
 - (ii) any LTO Uranium Products to be Delivered by Synatom pursuant to the Fuel Supply Agreement (Electrabel-Synatom) (other than to the extent forming part of an LTO Fuel Assembly invoiced under this Agreement) which are pre-financed using Synatom's equity; and
- (B) the rate of remuneration equal to the rate of the "Cost of borrowing for corporations – Belgium" published by the European Central Bank from time to time, multiplied by Synatom's equity (it being acknowledged that such reflects Synatom's historical remuneration practices);

"Target Date" means, in relation to any EUP Supply Request, the target date for Delivery of the EUP the subject of such EUP Supply Request, as specified in such EUP Supply Request;

"Target Period" means, in relation to any EUP Supply Request, the target period for Delivery of the EUP the subject of such EUP Supply Request, as specified in such EUP Supply Request;

"Term" means the period from (i) the Effective Date to (ii) the FSA Scheduled Termination Date or any date prior to the FSA Scheduled Termination Date on which this Agreement is terminated in accordance with its terms;

"Transformation" means the transformation of one uranium form to another or the transformation of EUP into pellets which, upon being placed into skeleton form, constitute a Fuel Assembly, and **"Transformed"** shall be construed accordingly;

"Uranium Product" means EUP, uranium concentrates or enriched or unenriched uranium hexafluoride;

"Uranium Supplier" means a person engaged in the supply or Transformation of Uranium Products;

"Volume Adjustment Fee" means the indexed volume adjustment fee in respect of LTO Spent Fuel payable by NuclearSub to Hedera pursuant to Article 17, § 1 of the Phoenix Law;

"Working Capital and Administrative Fees Incurred" has the meaning given to that term in Clause 6.5(C)(ii);

"Working Capital and Administrative Fees Paid" has the meaning given to that term in Clause 6.5(C)(i);

“**Working Capital and Administrative Fees Reconciliation Payment**” has the meaning given to that term in Clause 6.5(C)(iii); and

“**Working Capital and Administrative Fees Reconciliation Statement**” has the meaning given to that term in Clause 6.5(C).

2. EFFECTIVENESS

- (A) All provisions of this Agreement shall have effect subject to and from Closing, other than this Clause 2, and Clauses 1, 3, 22, and 23, each of which shall have effect from the date of this Agreement.
- (B) If the Implementation Agreement is terminated prior to Closing for any reason then this Agreement shall terminate effective as of the same date as the Implementation Agreement was terminated.

3. SUPPLY OF EUP

- (A) Electrabel may issue one or more EUP Supply Requests during the Ordering Period in accordance with the FSA Standard of Care and in each case:
 - (i) subject to and in accordance with Clause 8.1;
 - (ii) subject to and in accordance with the Global LTO Production Plan;
 - (iii) taking into account any assessment by Tractebel (as Subcontractor) as to current or future requirements for LTO EUP and LTO Fuel Assemblies; and
 - (iv) having regard to applicable market and supply chain conditions relating to (and in particular, lead times in relation to the procurement and manufacturing of) Uranium Products.
- (B) Upon issuance of an EUP Supply Request in accordance with this Clause 3, Electrabel shall procure that Synatom either:
 - (i) Delivers Existing Fresh Synatom Stock to satisfy such EUP Supply Request; or
 - (ii) uses commercially reasonable efforts to negotiate and contract with one or more Uranium Suppliers to procure the Delivery of the EUP requested in such EUP Supply Request,

Delivery in each case being to, or to the order of, any LTO Fuel Assembly Manufacturer contracted to provide LTO Fuel Manufacturing Services in respect of such EUP in accordance with Clause 4.

4. FUEL FABRICATION

Electrabel shall, in accordance with the FSA Standard of Care, use its reasonable endeavours to procure the provision of LTO Fuel Manufacturing Services in relation to all EUP Delivered to the applicable LTO Fuel Assembly Manufacturer in accordance with Clause 3.

5. MANAGEMENT AND STORAGE OF SPENT FUEL

5.1 LTO Spent Fuel Management Services

Electrabel shall in accordance with the FSA Standard of Care procure the provision of LTO Spent Fuel Management Services in respect of all LTO Spent Fuel.

5.2 Handling and storage of Spent Fuel

- (A) Electrabel shall procure that LTO Spent Fuel is made available to, or to the order of the LTO Spent Fuel Management Contractor, at the storage pool exit of the relevant LTO Unit. Such LTO Spent Fuel shall be made available in a container to be supplied or procured by Electrabel or the LTO Spent Fuel Management Contractor.
- (B) Electrabel shall provide reasonable notice to the LTO Spent Fuel Management Contractor of the characteristics of all LTO Spent Fuel, including the residual characteristics and contents of, and the irradiation rates and any defects in relation to, such LTO Spent Fuel.

6. BILLING AND PAYMENT

6.1 Existing Irradiated Synatom Stock

- (A) The Existing Irradiated Synatom Stock will be Delivered to or to the order of Electrabel at the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3. Such Existing Irradiated Synatom Stock shall be redeployed in the LTO Units as LTO EUP in LTO Fuel Assemblies subject to and in accordance with Clause 8.1.
- (B) Electrabel may issue an invoice in respect of the NuclearSub Proportion of 25 per cent. of the Estimated Existing Irradiated Synatom Stock Payment Amount to NuclearSub at any point after having Delivered the Existing Irradiated Synatom Stock to NuclearSub in accordance with Clause 6.1(A). NuclearSub shall pay the NuclearSub Proportion of 25 per cent. of the Estimated Existing Irradiated Synatom Stock Payment Amount to Electrabel in full, in a single instalment and within ten (10) Business Days of delivery of such invoice (or, if earlier, on the first Payment Date following delivery of such request).
- (C) Within ten (10) Business Days after the date that is six (6) months after the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3, Electrabel may prepare and submit a statement (the “**Existing Irradiated Synatom Stock Reconciliation Statement**”) to NuclearSub setting out the amount equal to the

difference between (a) the Estimated Existing Irradiated Synatom Stock Payment Amount; minus (b) the Actual Existing Irradiated Synatom Stock Payment Amount (the “**Existing Irradiated Synatom Stock Reconciliation Payment**”).

- (D) If the Existing Irradiated Synatom Stock Reconciliation Payment is:
- (i) a positive amount, Electrabel shall pay the NuclearSub Proportion of 25 per cent. of the Existing Irradiated Synatom Stock Reconciliation Payment to NuclearSub; or
 - (ii) a negative amount, NuclearSub shall pay the NuclearSub Proportion of 25 per cent. of the Existing Irradiated Synatom Stock Reconciliation Payment to Electrabel,

in each case as specified in the Existing Irradiated Synatom Stock Reconciliation Statement and no later than twenty (20) Business Days after the date of submission of the Existing Irradiated Synatom Stock Reconciliation Statement.

- (E) Electrabel acknowledges that, notwithstanding Electrabel's liability to pay 100 per cent. of the Estimated Existing Irradiated Synatom Stock Payment Amount to Synatom in accordance with the Fuel Supply Agreement (Electrabel-Synatom), NuclearSub shall only be required to pay make payments in respect of the Existing Irradiated Synatom Stock Payment Amount under, and in accordance with, this Clause 6.1.

6.2 LTO Front-End Fuel Costs, LTO Fuel Manufacturing Costs and Back-End Fuel Costs

- (A) The Existing Fresh Synatom Stock will be Delivered to or to the order of Electrabel at Closing.
- (B) Electrabel may:
- (i) following Delivery of any LTO Fuel Assembly by an LTO Fuel Assembly Manufacturer to an LTO Unit, determine the LTO Front-End Fuel Costs, LTO Fuel Manufacturing Costs and Back-End Fuel Costs in respect of such LTO EUP and notify NuclearSub of the same during any meeting held in accordance with Clause 10 and in writing; and
 - (ii) to the extent not already invoiced, issue an invoice in respect of the NuclearSub Proportion of such LTO Front-End Fuel Costs, LTO Fuel Manufacturing Costs and/or Back-End Fuel Costs to NuclearSub in ten (10) equal instalments. The first such invoice in respect of any LTO EUP or LTO Fuel Assembly shall be issued no earlier than the date of Delivery to Electrabel of (in the case of any LTO Fuel Manufacturing Costs) such LTO Fuel Assembly or (in the case of any LTO Front-End Fuel Costs or Back-End Fuel Costs) any LTO Fuel Assembly manufactured from such LTO EUP. Each such instalment invoiced on or by an Invoicing Date shall be paid by NuclearSub to Electrabel no later than the relevant Payment Date.

6.3 LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation

- (A) Within forty five (45) Business Days after the end of each Contract Year, Electrabel shall review the aggregate LTO Fuel Manufacturing Costs and Back-End Fuel Costs invoiced to and paid by NuclearSub in such preceding Contract Year and determine any required adjustments (either positive or negative) to the LTO Fuel Manufacturing Costs and/or Back-End Fuel Costs (as applicable) for the current Contract Year having due regard to the actual costs incurred or provisioned to be incurred by Electrabel in respect of the NuclearSub Proportion of the LTO Fuel Manufacturing Costs and/or Back-End Fuel Costs for the preceding Contract Year.
- (B) Electrabel shall provide written notice to NuclearSub of any adjustment to the LTO Fuel Manufacturing Costs and/or Back-End Fuel Costs (as applicable) pursuant to Clause 6.3(A) together with reasonable supporting evidence within twenty (20) Business Days of such adjustment and any required balancing payment from NuclearSub to Electrabel or by Electrabel to NuclearSub (as applicable) in respect of such adjustment shall be reflected in its subsequent invoice(s) for the NuclearSub Proportion of the LTO Fuel Manufacturing Costs and/or Back-End Fuel Costs (as applicable).
- (C) Within forty five (45) Business Days after the expiry of the Term, Electrabel shall prepare and submit to NuclearSub a statement ("**LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Statement**") setting out:
- (i) the aggregate LTO Fuel Manufacturing Costs and Back-End Fuel Costs invoiced to and paid by NuclearSub under this Agreement (which, for this purpose, shall include any amount invoiced to NuclearSub pursuant to Clauses 12.2, 12.3 or 12.4) (the "**LTO Fuel Manufacturing Costs and Back-End Fuel Costs Paid**");
 - (ii) the NuclearSub Proportion of the actual LTO Fuel Manufacturing Costs and Back-End Fuel Costs incurred (or where this Agreement terminates at any time after Closing but prior to the FSA Scheduled Termination Date, in respect of the Back-End Fuel Costs where actual costs are not yet incurred, provisioned to be incurred up to the point of such termination) by Electrabel in performing its obligations under this Agreement ("**LTO Fuel Manufacturing Costs and Back-End Fuel Costs Incurred**"); and
 - (iii) the amount equal to the difference between (a) the LTO Fuel Manufacturing Costs and Back-End Fuel Costs Paid; minus (b) the LTO Fuel Manufacturing Costs and Back-End Fuel Costs Incurred (the "**LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Payment**").
- (D) If the LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Payment is:
- (i) a positive amount, Electrabel shall pay the LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Payment to NuclearSub; or

- (ii) a negative amount, NuclearSub shall pay the LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Payment to Electrabel,

in each case as specified in the LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Statement and no later than twenty (20) Business Days after the date of submission of the Back-End Fuel Costs Reconciliation Statement.

- (E) For the avoidance of doubt, where Electrabel determines any adjustments under Clause 6.3(A) and/or prepares the LTO Fuel Manufacturing Costs and Back-End Fuel Costs Reconciliation Statement under Clause 6.3(C) it shall not be entitled to reallocate any amounts between the LTO Fuel Manufacturing Costs and Back-End Fuel Costs which are the subject of such adjustment or statement.
- (F) Where, pursuant to the Conditions for the Provision of Uranium Products (as set out in schedule 5 of the Fuel Supply Agreement (Electrabel-Synatom)), any reimbursement of costs are payable by Synatom to Electrabel, or Electrabel to Synatom, in respect of such Back-End Fuel Costs, then the NuclearSub Proportion in respect of such reimbursement of costs are to be settled by way of balancing payments pursuant to the Back-End Fuel Costs reconciliation exercise under this Clause 6.3, such that amounts may be payable by Electrabel to NuclearSub or NuclearSub to Electrabel (as applicable).
- (G) Where Electrabel receives any Hedging Gains it shall account to NuclearSub for the NuclearSub Proportion of such Hedging Gains by way of balancing payments pursuant to the Back-End Fuel Costs reconciliation exercise under this Clause 6.3.

6.4 Electrabel Working Capital Fee, Electrabel Front-End Administrative Fee, Synatom Front-End Working Capital Fee, Synatom Front-End Administrative Fee and Synatom Back-End Administrative Fee

- (A) Electrabel may:
 - (i) on or about each Invoicing Date calculate the NuclearSub Proportion of the accrued but unpaid Electrabel Working Capital Fee, Electrabel Front-End Administrative Fee, Synatom Front-End Working Capital Fee, Synatom Front-End Administrative Fee and/or Synatom Back-End Administrative Fee; and
 - (ii) issue an invoice to NuclearSub in respect of the NuclearSub Proportion of such accrued but unpaid amount or amounts.
- (B) Any amount invoiced by Electrabel to NuclearSub in accordance with Clause 6.4(A) on or by an Invoicing Date shall be paid by NuclearSub to Electrabel no later than the relevant Payment Date.

6.5 Electrabel Working Capital Fee, Electrabel Front-End Administrative Fee, Synatom Front-End Working Capital Fee, Synatom Front-End Administrative Fee and Synatom Back-End Administrative Fee Reconciliation

- (A) Within forty five (45) Business Days after the end of each Contract Year, Electrabel shall review the aggregate Electrabel Working Capital Fee(s), Electrabel Front-End Administrative Fee(s), Synatom Front-End Working Capital Fee(s), Synatom Front-End Administrative Fee(s) and Synatom Back-End Administrative Fee(s) invoiced to and paid by NuclearSub in such preceding Contract Year and determine any required adjustments (either positive or negative) to the NuclearSub Proportion of the Electrabel Working Capital Fee(s), Electrabel Front-End Administrative Fee(s), Synatom Front-End Working Capital Fee(s), Synatom Front-End Administrative Fee(s) and Synatom Back-End Administrative Fee(s) (as applicable) for the current Contract Year having due regard to the NuclearSub Proportion of the actual costs incurred by Electrabel in respect of the Electrabel Working Capital Fee(s), Electrabel Front-End Administrative Fee(s), Synatom Front-End Working Capital Fee(s), Synatom Front-End Administrative Fee(s) and Synatom Back-End Administrative Fee(s) for the preceding Contract Year.
- (B) Electrabel shall provide written notice to NuclearSub of any adjustment to the Electrabel Working Capital Fee(s), Electrabel Front-End Administrative Fee(s), Synatom Front-End Working Capital Fee(s), Synatom Front-End Administrative Fee(s) and Synatom Back-End Administrative Fee(s) pursuant to Clause 6.5(A) together with reasonable supporting evidence within twenty (20) Business Days of such adjustment and any required balancing payment from NuclearSub to Electrabel or by Electrabel to NuclearSub (as applicable) in respect of such adjustment shall be reflected in its subsequent invoice(s) for the Electrabel Working Capital Fee(s), Electrabel Front-End Administrative Fee(s), Synatom Front-End Working Capital Fee(s), Synatom Front-End Administrative Fee(s) and Synatom Back-End Administrative Fee(s).
- (C) Within forty five (45) Business Days after the expiry of the Term, Electrabel shall prepare and submit to NuclearSub a statement ("**Working Capital and Administrative Fees Reconciliation Statement**") setting out:
- (i) the aggregate Electrabel Working Capital Fees, Electrabel Front-End Administrative Fees, Synatom Front-End Working Capital Fees, Synatom Front-End Administrative Fees and Synatom Back-End Administrative Fees invoiced to and paid by NuclearSub under this Agreement (which, for this purpose, shall include any amount invoiced to NuclearSub pursuant to Clauses 12.2, 12.3 or 12.4) (the "**Working Capital and Administrative Fees Paid**");
 - (ii) the NuclearSub Proportion of the actual Electrabel Working Capital Fees, Electrabel Front-End Administrative Fees, Synatom Front-End Working Capital Fees, Synatom Front-End Administrative Fees and Synatom Back-End Administrative Fees incurred by Electrabel under this Agreement ("**Working Capital and Administrative Fees Incurred**"); and

- (iii) the amount equal to the difference between (a) the Working Capital and Administrative Fees Paid; minus (b) the Working Capital and Administrative Fees Incurred (the “**Working Capital and Administrative Fees Reconciliation Payment**”).
- (D) If the Working Capital and Administrative Fees Reconciliation Payment is:
 - (i) a positive amount, Electrabel shall pay the Working Capital and Administrative Fees Reconciliation Payment to NuclearSub; or
 - (ii) a negative amount, NuclearSub shall pay the Working Capital and Administrative Fees Reconciliation Payment to Electrabel,

in each case as specified in the Working Capital and Administrative Fees Reconciliation Statement no later than twenty (20) Business Days after the date of submission of the Working Capital and Administrative Fees Reconciliation Statement.

6.6 Invoices

Any invoice issued under this Agreement shall be issued in accordance with clause 3 (*Notices*) of the CTA or by such other method as Electrabel and NuclearSub may from time to time agree in writing.

6.7 Interest

- (A) If a Party fails to pay to the other Party any amount due under this Agreement by the date on which such amount is payable in accordance with this Agreement (the “**Due Date**”), then interest by law without any further notice shall be payable on that amount (both before and after judgment or determination) at the Default Rate, compounded monthly, from and including the Due Date to but excluding the date payment is made.
- (B) Without prejudice to Clause 6.7(A), if NuclearSub fails to pay to Electrabel any amount due under this Agreement and such failure to pay by NuclearSub results in Electrabel becoming liable to pay interest to Synatom under the terms of the Fuel Supply Agreement (Electrabel-Synatom), then NuclearSub shall promptly upon written demand pay Electrabel an amount equal to the amount of interest directly attributable to NuclearSub’s failure to pay to Electrabel any amount due under this Agreement which is paid by Electrabel to Synatom under the terms of the Fuel Supply Agreement (Electrabel-Synatom).
- (C) If Synatom fails to pay any amount due under the Fuel Supply Agreement (Electrabel-Synatom) and such failure to pay by Synatom results in Synatom becoming liable to pay interest to Electrabel under the Fuel Supply Agreement (Electrabel-Synatom), Electrabel shall promptly pay or account to NuclearSub for an amount equal to the NuclearSub Proportion of all such interest paid by Synatom to Electrabel.

6.8 Ring-fencing

Electrabel undertakes that, where NuclearSub has paid any monies in respect of Back-End Fuel Costs to Electrabel under this Agreement in respect of such Back-End Fuel Costs which have been provisioned to be, but have not yet been, incurred, by Electrabel or Synatom:

- (A) it shall not; and
- (B) it shall procure that Synatom shall not,

co-mingle, dissipate or otherwise use or expend any such monies other than to pay such Back-End Fuel Costs when actually incurred in accordance with this Agreement.

7. SERVICES

7.1 Exclusively provided under this Agreement

For the avoidance of doubt, this Agreement shall constitute the only agreement pursuant to which NuclearSub may be liable for any payment to Electrabel under or in connection with any of the following services:

- (A) the supply of fuel and any related services (including LTO Fuel Manufacturing Services and Conversion Services) provided under this Agreement (which, for the avoidance of doubt, excludes operational fuel treatment activities in connection with fuel pools and refuelling which are provided under the O&M Agreement); and
- (B) all LTO Spent Fuel Management Services related to LTO Spent Fuel until such LTO Spent Fuel has transferred to NIRAS-ONDRAF.

7.2 Excluded Activities

- (A) Electrabel shall not be entitled to charge NuclearSub under this Agreement for any Excluded FSA Costs.
- (B) Electrabel shall not be required to pay any amount to NuclearSub under this Agreement in respect of any Excluded FSA Costs, but for the avoidance of doubt Electrabel shall be required to reimburse any Excluded FSA Costs which it is paid or receives under this Agreement.

7.3 Affiliate Services

Electrabel shall charge NuclearSub for Affiliate Services on substantially the same basis as such services are charged to other members of the ENGIE Group, other than and excluding the Synatom Front-End Administrative Fee, Synatom Back-End Administrative Fee and the Synatom Front-End Working Capital Fee.

7.4 Compliance with Applicable Law and FSA Standard of Care

Electrabel shall perform its obligations under this Agreement at all times in accordance with Applicable Law and the FSA Standard of Care.

7.5 Conflict

If Electrabel becomes aware of any conflict in any standard in this Agreement or between any such standard and another standard, then Electrabel shall (acting in good faith and taking into account its legal and contractual obligations) select which standard shall in that instance prevail, and notify NuclearSub of such determination as soon as reasonably practicable after becoming aware of the determination being made.

8. RESPONSIBILITIES AND LIABILITIES OF THE PARTIES

8.1 Stock

Electrabel shall, and shall procure that Synatom shall, seek to optimise the flow, Transformation and production of Uranium Products and LTO Fuel Assemblies by: (i) deploying such amounts of the Existing Fresh Synatom Stock and/or the Existing Irradiated Synatom Stock; and/or (ii) issuing such EUP Supply Requests, at such times as Electrabel may determine in accordance with its discretion, provided, however, that in doing so Electrabel shall have regard to what it considers to be, in its role as Nuclear Operator, in the best interests of NuclearSub and the achievement of the Joint Objective.

8.2 Electrabel's Liability

- (A) Electrabel shall have no liability (whether as a result of a breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, indemnity or otherwise) to NuclearSub in connection with the performance or non-performance of its obligations under this Agreement except in respect of:
- (i) breach of the FSA Standard of Care under this Agreement;
 - (ii) Gross Negligence or Wilful Misconduct;
 - (iii) fraud or fraudulent misrepresentation;
 - (iv) any matter for which it would be illegal to exclude liability;
 - (v) liability to make payments under Clauses 6.1, 6.3 and/or 6.5;
 - (vi) liability to account for any Net Recovered Amount under Clause 9.1(B);
 - (vii) Electrabel's liability to account under Clause 6.7(C);
 - (viii) Electrabel's liability to account under Clauses 12.2(B), 12.3(B) and 12.4(B); and
 - (ix) Electrabel's liability to account under Clause 19.4.

- (B) Without prejudice to Clauses 8.2(A) and 8.3 and subject to Clause 8.2(D), the aggregate liability (whether as a result of a breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, indemnity or otherwise) of Electrabel for breaches of the FSA Standard of Care under or in connection with this Agreement in respect of a Contract Year shall not exceed the amount of the aggregate amount of the NuclearSub Proportion of the Relevant Margin on Electrabel's Operating Costs payable in respect of that Contract Year (the "**Annual Cap**").
- (C) Without prejudice to Clauses 8.2(A) and 8.3 and subject to Clause 8.2(D), the aggregate liability (whether as a result of a breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, indemnity or otherwise) of Electrabel for breaches of the FSA Standard of Care under or in connection with this Agreement shall in aggregate be limited to one million five hundred thousand euros (€1,500,000) ("**Aggregate Cap**").
- (D) Clause 8.2(B) and 8.2(C) shall not prevent, limit or exclude Electrabel's liability in respect of the following (which will also not count towards the Annual Cap or the Aggregate Cap):
- (i) Wilful Misconduct;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) fines imposed on NuclearSub resulting from a breach by Electrabel of mandatory Applicable Laws;
 - (iv) repayment of amounts advanced by NuclearSub to Electrabel pursuant to this Agreement in respect of any costs anticipated to be incurred but which are not actually expended by Electrabel in connection with the performance of its obligations under this Agreement;
 - (v) liability to make payments under Clauses 6.1, 6.3 and/or 6.5;
 - (vi) liability to account for any Net Recovered Amount under Clause 9.1(B);
 - (vii) Electrabel's liability to account under Clauses 12.2(B), 12.3(B) and 12.4(B);
 - (viii) Electrabel's liability to account under Clause 19.4; and
 - (ix) any interest payable, or for which a Party must account, under Clause 6.7.

8.3 Excluded losses

- (A) Subject to Clause 8.3(B), neither Party shall have any liability under or in connection with this Agreement (whether as a result of a breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, indemnity, termination or otherwise) in respect of:

- (i) any indirect or consequential loss or damage; or
 - (ii) any loss of profits, loss of revenue, loss of opportunity or any other economic loss (in each case, whether direct or indirect).
- (B) Clause 8.3(A) shall not prevent, limit or exclude:
- (i) any Net Recovered Amount payable by Electrabel under Clause 9.1(B);
 - (ii) liability to make payments under Clauses 6.1, 6.3 and/or 6.5;
 - (iii) Electrabel's liability to account under Clause 19.4;
 - (iv) Electrabel's liability to account under Clauses 12.2(B), 12.3(B) and 12.4(B);
 - (v) NuclearSub's liability to account under Clauses 12.2(A), 12.3(A) and 12.4(A);
 - (vi) NuclearSub's liability to Electrabel in respect of the payment of any amount invoiced to NuclearSub pursuant to Clause 6;
 - (vii) any interest payable, or for which a Party must account, under Clause 6.7; and
 - (viii) either Party's liability in respect of:
 - (a) fraud or fraudulent misrepresentation; and
 - (b) any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

8.4 Extent of Liability

Save to the extent required by law, the directors and employees of Electrabel shall have no personal liability under or in respect of this Agreement and NuclearSub undertakes not to direct any legal action against directors or employees of Electrabel with respect to this Agreement.

8.5 NuclearSub Breach

Electrabel shall not be liable for any failure to perform its obligations under or in accordance with this Agreement to the extent that the failure is caused by a NuclearSub Breach.

8.6 No BEGOV Nuclear Operator Liability

Nothing in this Agreement shall affect the terms or operation of clause 21 (*No BEGOV Nuclear Operator Liability*) of the Implementation Agreement, which shall apply in accordance with its terms notwithstanding any provision of this Agreement.

8.7 Electrabel Determinations

Where Electrabel is required to provide “reasonable supporting evidence” and/or “reasonable details” to NuclearSub and/or to make any determinations and/or to make any calculations under this Agreement, it shall do so in accordance with the FSA Standard of Care.

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9.2 Tax on amounts

Amounts payable by Electrabel to NuclearSub under Clause 9.1(B) will be reduced by any corporate income tax and/or non-deductible VAT for which Electrabel was, or is, liable due to the expenses at the origin of the claims and settlements not being fully deductible for corporate income tax purposes and/or any amount of VAT on the expenses at the origin of the claims and settlements not being fully deductible for VAT purposes.

10. INFORMATION

10.1 Periodic reporting

Electrabel shall, during each meeting held in accordance with clause 13.1(C) (*Liaison Committees*) of the O&M Agreement, provide information to NuclearSub on:

- (A) any EUP Supply Request issued but not yet fulfilled, and the terms of any EUP Supply Request that Electrabel anticipates that it may issue in the six (6) months following such meeting;

- (B) all strategy documents relevant to the procurement process in respect of any EUP Supply Request;
- (C) any offers received from Uranium Suppliers in respect of any EUP Supply Request;
- (D) any letters of intent sent to prospective Uranium Suppliers in respect of any EUP Supply Request;
- (E) any signed contracts entered into with any Uranium Supplier in respect of any EUP Supply Request; and
- (F) subject to compliance with any laws in respect of the non-proliferation of nuclear weapons, the total quantities of Uranium Products used in the LTO Units.

10.2 Global LTO Production Plan

- (A) Electrabel has prepared the Global LTO Production Plan (and will prepare amendments thereto):
 - (i) in accordance with the FSA Standard of Care; and
 - (ii) having regard to, among other factors and in its discretion (acting reasonably and in accordance with the FSA Standard of Care), Clause 8.1.
- (B) Electrabel shall, within twenty (20) Business Days of any amendment to the Global LTO Production Plan, provide NuclearSub with notice of such amendment and a copy of the amended Global LTO Production Plan, which may be by way of directing NuclearSub to a copy of the Global LTO Production Plan as published on any platform in compliance with REMIT.
- (C) Electrabel shall provide to NuclearSub a copy of the Global LTO Production Plan concurrently with the delivery of an Annual O&M Budget or Budget Update (each as defined under the O&M Agreement).

10.3 Information pursuant to Fuel Supply Agreement (Electrabel-Synatom)

- (A) Subject to compliance with Applicable Law or any confidentiality restrictions, NuclearSub shall, as soon as reasonably practicable following a written request from Electrabel, to the extent that Electrabel is not otherwise in possession of or reasonably able to obtain such information or materials:
 - (i) provide Electrabel with all information and materials within its possession or control reasonably requested by Electrabel which are reasonably necessary for Electrabel to perform its obligations under the Fuel Supply Agreement (Electrabel-Synatom); and

- (ii) permit such information and materials to be shared by Electrabel with Synatom where such information and materials are reasonably necessary for Synatom to perform its obligations under the Fuel Supply Agreement (Electrabel-Synatom).
- (B) Where pursuant to schedule 5 of the Fuel Supply Agreement (Electrabel-Synatom):
- (i) Electrabel provides any notice or communication in writing to Synatom in respect of the provision of Uranium Products; or
 - (ii) Synatom provides any notice or communication in writing to Electrabel in respect of the provision of Uranium Products,

such notice or communication shall be forwarded or provided to NuclearSub within a reasonable period of time of such notice or communication having been given or received (as applicable) by Electrabel.

11. TERMINATION

11.1 General

The Parties intend that their respective rights to terminate this Agreement as provided for in this Clause 11 shall be the sole and exclusive termination causes, termination rights and/or termination remedies, and the Parties 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.

11.2 Automatic expiry

This Agreement shall automatically terminate at the FSA Scheduled Termination Date save that the Parties shall remain liable in all respects for any obligations and liabilities under this Agreement that survive termination under Clause 12.1(A), for any Disputes that may remain outstanding at the time of termination and for all accrued rights, obligations and liabilities that arose on or before that date, or as a result of termination.

11.3 Full or Partial Decommissioning

Without prejudice to Clauses 12.2 and 12.3 (as applicable), if the Remuneration Agreement terminates and either: (i) the LTO Units will be shut down and Decommissioning commenced ("**Full Decommissioning**"); or (ii) one of the LTO Units will be shut down and Decommissioning commenced in respect of that LTO Unit (the "**Decommissioned LTO Unit**") ("**Partial Decommissioning**"), then:

- (A) NuclearSub shall notify Electrabel in writing of whether Full Decommissioning or Partial Decommissioning will occur promptly after such decision is made pursuant to the Shareholders' Agreement (which, if this occurs after the Remuneration Agreement

terminates, shall be after the expiry of the Discussion Period (as defined in the Shareholders' Agreement)); and

- (B) on and from the same date that NuclearSub provides notice to Electrabel pursuant to Clause 11.3(A):
 - (i) in the event of Full Decommissioning, Electrabel's obligations under Clauses 3 and 4 of this Agreement shall cease with immediate effect; and
 - (ii) in the event of Partial Decommissioning, Electrabel's obligations under Clauses 3 and 4 of this Agreement in respect of the Decommissioned LTO Unit shall cease with immediate effect.

11.4 Default termination

- (A) Electrabel shall have the right, but not the obligation, at any time to give a NuclearSub Default Termination Notice to NuclearSub if:
 - (i) NuclearSub fails to pay, on or before the relevant due date for payment, any amount properly due under this Agreement that is, individually or in aggregate with any other amounts which are due under this Agreement but have not been paid by NuclearSub, in excess of eight million euros (€8,000,000), and NuclearSub has failed to remedy such failure to pay within thirty (30) days after receipt of Electrabel's written notice of such failure to pay, excluding any amount which is the subject of a bona fide Dispute by NuclearSub in accordance with this Agreement;
 - (ii) NuclearSub is in material breach of any of its obligations under this Agreement (other than a failure to pay an amount due to Electrabel under this Agreement, which is provided for in Clause 11.4(A)(i)) and, where capable of being remedied, such material breach has not been remedied within ninety (90) days after Electrabel's written notice of such material breach; or
 - (iii) an Insolvency Event occurs in respect of NuclearSub,

in each case only if such failure to pay or material breach has been caused by a breach by BEGOV or the RA Counterparty of any provision of any Transaction Document.

- (B) A NuclearSub Default Termination Notice shall specify:
 - (i) reasonable details of the relevant failure to pay or material breach; and
 - (ii) the date (not earlier than sixty (60) Business Days after the date of the NuclearSub Default Termination Notice) on which termination of this Agreement is designated by Electrabel to take effect (the date so designated being a "**NuclearSub Default Termination Date**").

- (C) If Electrabel gives a NuclearSub Default Termination Notice, then this Agreement will terminate on the NuclearSub Default Termination Date unless:
- (i) Electrabel otherwise agrees expressly in writing; or
 - (ii) the failure to pay or material breach for which the relevant NuclearSub Default Termination Notice was given has been remedied in full.

12. CONSEQUENCES OF TERMINATION

12.1 General

- (A) Notwithstanding the termination or expiry of this Agreement, the provisions of this Agreement shall continue to bind each Party insofar as and so long as may be necessary to give effect to their respective rights, obligations and liabilities under this Agreement excluding the licence granted in Clause 20.2 which shall be automatically revoked on termination.
- (B) The rights and payment obligations specified in Clause 12.4 shall be the sole remedies of the Parties following or in relation to any termination of this Agreement.
- (C) Under this Agreement, the following provisions shall comprise “**Relevant Surviving Provisions**” for the purposes of the CTA: Clause 1 (*Definitions and interpretation*), Clause 22 (*Incorporation by reference*) and Clause 23 (*Governing law and Dispute Resolution*).

12.2 Payment in the event of Full Decommissioning

- (A) If, pursuant to Clause 11.3(A), NuclearSub notifies Electrabel that Full Decommissioning will commence, then Electrabel shall calculate, and NuclearSub shall within five (5) Business Days of written demand from Electrabel, pay to Electrabel (to the extent not already paid) the NuclearSub Proportion of:
- (i) the Existing Fresh Synatom Stock Payment Amount;
 - (ii) where this occurs:
 - (a) prior to the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3, 25 per cent. of the Estimated Existing Irradiated Synatom Stock Payment Amount calculated using the formula in Part A of Schedule 4, as at the date of notification pursuant to Clause 11.3(A); and
 - (b) after the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3, 25 per cent. of the Actual Existing Irradiated Synatom Stock Payment Amount;

- (iii) to the extent not captured within Clause 12.2(A)(i), any accrued LTO Front-End Fuel Costs in respect of all LTO EUP (whether or not Delivered to the LTO Fuel Assembly Manufacturer);
 - (iv) any accrued Synatom Front-End Working Capital Fee, Synatom Front-End Administrative Fee or Synatom Back-End Administrative Fee, in each case to the date of notification pursuant to Clause 11.3(A);
 - (v) any accrued LTO Fuel Manufacturing Costs to the date of notification pursuant to Clause 11.3(A); and
 - (vi) any accrued Electrabel Front-End Administrative Fee or Electrabel Working Capital Fee, in each case to the date of notification pursuant to Clause 11.3(A).
- (B) Without prejudice to NuclearSub's obligations under Clause 12.2(A), Electrabel shall procure that Synatom shall market any LTO EUP and/or unused Fuel Assemblies on reasonable market terms available on Full Decommissioning and (subject to and upon receipt of any disposal proceeds in relation thereto) account to NuclearSub for the NuclearSub Proportion of the disposal proceeds received from Synatom within twenty (20) Business Days of receipt of the same (net of any costs, expenses, fees, taxes or tariffs each as Directly Incurred by Electrabel, Synatom or any of their respective Affiliates in the course of such disposal or in accounting to NuclearSub for such proceeds in accordance with this Clause 12.2(B), provided that Electrabel shall provide NuclearSub with reasonable evidence of such costs, expenses, fees, taxes or tariffs).

12.3 Payment in the event of Partial Decommissioning

- (A) If, pursuant to Clause 11.3(A), NuclearSub notifies Electrabel that Partial Decommissioning will occur, then Electrabel shall calculate, and NuclearSub shall within five (5) Business Days of written demand from Electrabel, pay to Electrabel (to the extent not already paid) the NuclearSub Proportion of:
- (i) 50 per cent. of the Existing Fresh Synatom Stock Payment Amount;
 - (ii) where this occurs:
 - (a) prior to the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3, 25 per cent. of the Estimated Existing Irradiated Synatom Stock Payment Amount in respect of the Decommissioned LTO Unit, calculated using the formula in Part A of Schedule 4 as at the date of notification pursuant to Clause 11.3(A) and where references to "a Fuel Assembly" in such formula refer to a Fuel Assembly designated by Electrabel to be redeployed in the core of the Decommissioned LTO Unit; and
 - (b) after the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3, 25 per cent. of the Actual Existing

Irradiated Synatom Stock Payment Amount in respect of the Decommissioned LTO Unit calculated using the formula in Part B of Schedule 4 and where references to “a Fuel Assembly” in such formula refer to a Fuel Assembly redeployed in the core of the Decommissioned LTO Unit;

- (iii) to the extent not captured within Clause 12.3(A)(i), any accrued LTO Front-End Fuel Costs in respect of all LTO EUP (whether or not Delivered to the LTO Fuel Assembly Manufacturer) in respect of the Decommissioned LTO Unit;
 - (iv) 50 per cent. of any accrued Synatom Front-End Working Capital Fee, Synatom Front-End Administrative Fee or Synatom Back-End Administrative Fee, in each case to the date of notification pursuant to Clause 11.3(A);
 - (v) any accrued LTO Fuel Manufacturing Costs in respect of the Decommissioned LTO Unit to the date of notification pursuant to Clause 11.3(A); and
 - (vi) 50 per cent. of any accrued Electrabel Front-End Administrative Fee or Electrabel Working Capital Fee, in each case to the date of notification pursuant to Clause 11.3(A).
- (B) Without prejudice to NuclearSub’s obligations under Clause 12.3(A), Electrabel shall procure that Synatom shall market on reasonable market terms any LTO EUP and/or unused Fuel Assemblies, which has not otherwise been designated by Synatom or Electrabel (as applicable) to be (re)deployed in respect of the LTO Unit which is not being shut down pursuant to Clause 11.3(A), available on Partial Decommissioning and (subject to and upon receipt of any disposal proceeds received from Synatom in relation thereto) account to NuclearSub for the NuclearSub Proportion of the disposal proceeds within twenty (20) Business Days of receipt of the same (net of any costs, expenses, fees, taxes or tariffs each as Directly Incurred by Electrabel, Synatom or any of their respective Affiliates in the course of such disposal or in accounting to NuclearSub for such proceeds in accordance with this Clause 12.3(B), provided that Electrabel shall provide NuclearSub with reasonable evidence of such costs, expenses, fees, taxes or tariffs).

12.4 Termination Payment

Upon termination of this Agreement:

- (A) Electrabel shall calculate, and NuclearSub shall within five (5) Business Days of written demand from Electrabel, pay to Electrabel (to the extent not already paid) the NuclearSub Proportion of:
 - (i) the Existing Fresh Synatom Stock Payment Amount;
 - (ii) where termination occurs:

- (a) prior to the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3, 25 per cent. of the Estimated Existing Irradiated Synatom Stock Payment Amount calculated using the formula in Part A of Schedule 4, as at the date of termination of this Agreement; and
 - (b) after the later of the Legal End Date in respect of Doel 4 and the Legal End Date in respect of Tihange 3, 25 per cent. of the Actual Existing Irradiated Synatom Stock Payment Amount;
 - (iii) to the extent not captured within Clause 12.4(A)(i), any accrued LTO Front-End Fuel Costs in respect of all LTO EUP (whether or not Delivered to the LTO Fuel Assembly Manufacturer);
 - (iv) any accrued Back-End Fuel Costs to the date of termination (whether or not the related LTO EUP has been Delivered to the LTO Fuel Assembly Manufacturer);
 - (v) any accrued Synatom Front-End Working Capital Fee, Synatom Front-End Administrative Fee or Synatom Back-End Administrative Fee, in each case to the date of termination;
 - (vi) any accrued LTO Fuel Manufacturing Costs to the date of termination; and
 - (vii) any accrued Electrabel Front-End Administrative Fee or Electrabel Working Capital Fee, in each case to the date of termination; and
- (B) without prejudice to NuclearSub's obligations under paragraph 12.4(A), Electrabel shall procure that Synatom shall market on reasonable market terms any LTO EUP and/or unused Fuel Assemblies available on termination of this Agreement and (subject to and upon receipt of any disposal proceeds received from Synatom in relation thereto) account to NuclearSub for the NuclearSub Proportion of the disposal proceeds within twenty (20) Business Days of receipt of the same (net of any costs, expenses, fees, taxes or tariffs each as Directly Incurred by Electrabel, Synatom or any of their respective Affiliates in the course of such disposal or in accounting to NuclearSub for such proceeds in accordance with this Clause 12.4(B) provided that Electrabel shall provide NuclearSub with reasonable evidence of such costs, expenses, fees, taxes or tariffs).

13. FORCE MAJEURE

13.1 Effect of Force Majeure Event

Save in respect of liability to pay any amount due under this Agreement and subject to Clause 13.2, neither Party will be liable to the other and shall not be considered to be in default in respect of any obligation under this Agreement, in each case if and to the extent that any failure in the fulfilment of any of its obligations under this Agreement is due to a Force Majeure Event.

13.2 Notification

- (A) If either Party considers that a Force Majeure Event has occurred that will or may affect performance of its obligations (the “**FM Affected Party**”), it shall promptly notify the other Party thereof. Any such notice shall give details of:
- (i) the occurrence and, where reasonably practicable to do so, its expected duration; and
 - (ii) the steps being taken (or proposed to be taken) by the FM Affected Party to mitigate the effects of the Force Majeure Event.
- (B) Promptly after the end of the circumstance of the Force Majeure Event, the FM Affected Party shall notify the other Party of the same and resume performance of its obligations under this Agreement.

13.3 Mitigating action

The FM Affected Party shall use reasonable endeavours to continue to perform its obligations under this Agreement and to mitigate the effects of the Force Majeure Event so far as reasonably practicable.

13.4 Duration

The relief of liability and suspension of performance under this Clause 13 shall be of no longer duration than is required by the effect of the relevant Force Majeure Event.

13.5 Fees during a Force Majeure Event

If there is a Force Majeure Event, NuclearSub shall remain obliged to pay to Electrabel (to the extent not already paid) the NuclearSub Proportion of:

- (A) any accrued LTO Front-End Fuel Costs in respect of all LTO EUP (whether or not Delivered to the LTO Fuel Assembly Manufacturer);
- (B) any accrued Back-End Fuel Costs (whether or not the related LTO EUP has been Delivered to the LTO Fuel Assembly Manufacturer);
- (C) any accrued Synatom Front-End Working Capital Fee(s), Synatom Front-End Administrative Fee(s) or Synatom Back-End Administrative Fee(s);
- (D) any accrued LTO Fuel Manufacturing Costs;
- (E) any accrued Electrabel Front-End Administrative Fee(s) or Electrabel Working Capital Fee(s); and
- (F) any interest calculated in accordance with Clause 6.7 and payable by NuclearSub.

14. SUBCONTRACTING

- (A) Electrabel may subcontract or delegate the performance of its obligations under this Agreement:
 - (i) to any Subcontractor; or
 - (ii) under the Fuel Supply Agreement (Electrabel-Synatom) and as permitted by such agreement.
- (B) No subcontracting by Electrabel shall prejudice, modify or affect or otherwise relieve Electrabel from any of its obligations under this Agreement and Electrabel shall remain liable to NuclearSub for the performance of any obligations under this Agreement which have been subcontracted by it and the acts of any of its Subcontractors (subject to the same limitation as would apply as if Electrabel's personnel had performed the obligation).
- (C) Electrabel shall use reasonable endeavours to ensure that Key Subcontracts entered into after the Effective Date can be disclosed to NuclearSub, BEGOV and the RA Counterparty.
- (D) NuclearSub shall use reasonable endeavours to enter into any third party confidentiality agreement or undertaking in order for a Key Subcontract to be disclosed to NuclearSub, BEGOV or the RA Counterparty.
- (E) Electrabel shall, subject to any confidentiality restrictions, provide NuclearSub with reasonable access at its offices (or by such other method as agreed in writing) to a copy of each Key Subcontract, within a reasonable period of time after entering into a Key Subcontract.
- (F) If Electrabel is unable to disclose a Key Subcontract to NuclearSub due to confidentiality restrictions, Electrabel shall, to the extent permitted under the terms of such Key Subcontract, provide NuclearSub with reasonable access to a redacted copy of such Key Subcontract.

15. CONTRACTING OBLIGATIONS

15.1 Reasonable endeavours

- (A) Subject to Clause 15.1(B), Electrabel undertakes to use reasonable endeavours to procure that each Subcontract includes arm's length provisions in respect of defects, delay liability, third-party intellectual property infringement, third party property damage and personal injury indemnities, termination fees, nuclear liability, nuclear liability insurance, transfer of title and safeguards.
- (B) In satisfying the obligations in Clause 15.1(A), Electrabel may (acting reasonably) take into account all factors which are relevant to the procurement of the relevant services

or materials in the circumstances, including Electrabel's or Synatom's past practice in dealings with the relevant counterparties.

15.2 Reporting

- (A) Without prejudice to Electrabel's reporting obligations under Clause 10, Electrabel shall provide notice to NuclearSub within a reasonable period of time of becoming aware of any material supply interruption, price increase, or claim under any Subcontract or within the wider market and where relevant to the performance of its obligations under this Agreement, together with reasonable details of the interruption, price increase or claim. Subject to Clause 15.2(B), any updates in respect of such interruption, price increase or claim shall be made during each meeting held in accordance with clause 13.1(C) (*Liaison Committees*) of the O&M Agreement or otherwise when Electrabel, acting in accordance with the FSA Standard of Care, considers reasonable in the circumstances.
- (B) Where any such supply interruption, price increase or claim under Clause 15.2(A) is, in the opinion of Electrabel (acting reasonably), no longer material, then Electrabel shall notify NuclearSub of that opinion, and any reporting obligations in respect of such supply interruption, price increase or claim under Clause 15.2(A) shall cease (unless such supply interruption, price increase or claim resumes in which case Clause 15.2(A) shall apply).
- (C) Electrabel shall procure that Synatom, in respect of the LTO Front-End Fuel Costs from 2025 onwards, at any time after Closing, provides Electrabel with its best estimate of the LTO Front-End Fuel Costs expected to be incurred from 2025 onwards, with such best estimate to be calculated by taking the mid-point of any minimum or maximum prices which may be incurred under any contract with any LTO Uranium Supplier or any other person in connection with arrangements in respect of the supply of such LTO EUP. Electrabel shall provide such best estimate to NuclearSub promptly upon receipt.

16. CALCULATION AND DETERMINATION OF FEES

- (A) Any fee accruing under this Agreement will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.
- (B) Subject to Clause 8.7, any notice or determination by Electrabel of a rate, fee or amount is, in the absence of manifest error, prima facie evidence of the matters to which it relates.
- (C) All fees payable under this Agreement shall be calculated and be made in Euro in immediately, freely available funds.

17. SET-OFF

Either Party may, upon written notice to the other Party at any time, set-off any liability of the other Party against any of its liability, in each case to the extent such liability constitutes a

liquidated and present claim and has arisen under this Agreement. Any exercise by a Party of its rights under this Clause 17 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

18. TAX

18.1 VAT

- (A) All amounts set out in this Agreement are exclusive of any amount in respect of VAT and, if anything done under this Agreement is a supply on which VAT is chargeable, and the maker of the supply is liable to account for that VAT to any Taxation Authority, the recipient of the supply shall, subject to the receipt of a valid VAT invoice in respect of such supply, pay to the maker of it (in addition to and at the same time as any other consideration for such supply) an amount which is equal to any VAT so chargeable for which the maker of the supply is liable to account.
- (B) For each payment due pursuant to Clause 6, the maker of the supply shall issue a valid VAT invoice to the recipient of the supply.
- (C) If there is subsequently any adjustment to: (x) the consideration for a supply; or (y) the extent to which a supply is a supply on which VAT is chargeable, then:
 - (i) where the adjustment is upward or the extent to which a supply is a supply on which VAT is due increases:
 - (a) the maker of the supply shall issue an additional valid VAT invoice to the recipient of the supply; and
 - (b) the recipient of the supply will pay to the maker of the supply an amount which is equal to any VAT or additional VAT (as the case may be) arising in respect of the supply for which the maker of the supply is liable to account; and
 - (ii) where the adjustment is downward or the extent to which a supply is a supply on which VAT is due decreases:
 - (a) the maker of the supply shall issue a valid VAT credit note to the recipient of the supply; and
 - (b) the maker of the supply will pay to the recipient of the supply an amount which is equal to any reduction in the VAT arising in respect of the supply for which the maker of the supply is liable to account.
- (D) Any reference in this Agreement to payment of an amount which is a defined term, or which is calculated by reference to an amount which is a defined term, shall be construed as a reference to any such amount before the application of Clause 18.1(A)

and therefore as not including any amount in respect of VAT payable pursuant to Clause 18.1(A).

18.2 Deductions and withholdings

- (A) No deduction or withholding may be made from any payment pursuant to this Agreement unless such deduction or withholding is required by law.
- (B) Where any amount is payable to a Party under this Agreement and that sum is subject to a deduction or withholding for or on account of Tax which is required as a result of any change after the Effective Date in (or in the generally accepted interpretation, administration, or application of) any law or any published practice or published concession of any relevant Taxation Authority the sum payable shall be increased to such sum as will ensure that, after such deduction or withholding has been made, the recipient shall receive a sum equal to the sum that it would have received had such deduction or withholding not been required, provided always that, if the recipient is entitled to a credit or some other benefit as a consequence of the payment to it being the subject matter of such a deduction or withholding, it shall use its reasonable endeavours to utilise (whether by set-off, or by claiming a repayment in respect thereof, or otherwise) the credit or benefit so arising and, in the event that it is able so to do, it shall repay to the Party who made the payment such amount as will leave the recipient in the position it would have been in had no such deduction or withholding been required.
- (C) This Clause 18.2 shall not impose upon the recipient of the payment any obligation to utilise any credit or benefit in priority to any other credit or benefit available to it.

18.3 Requirement to provide information

Each Party shall provide to the other Party any information reasonably requested by that other Party which is necessary to enable that other Party to comply with any request from a Taxation Authority.

19. AUDIT

19.1 Audit rights

- (A) Subject to Clauses 19.1(G) and 19.1(H) and approval of the Auditor and the Audit Parameters in accordance with Clauses 19.1(B) to 19.1(F) (inclusive), Electrabel shall, on not less than six (6) Months' prior written notice from NuclearSub (each an "**Audit Notice**"), permit an independent third party auditor or independent technical adviser appointed by NuclearSub (the "**Auditor**") to access relevant information including relevant Subcontracts (excluding direct access to Electrabel's electronic or IT systems, access to any proprietary tools developed by Electrabel or any member of the ENGIE Group, classified information under Applicable Laws, timesheets (unless anonymised) and personal data (including curricula vitae)) held by Electrabel in respect of the

performance of this Agreement (such information being the “**Audit Information**” and such access being an “**Audit**”).

- (B) NuclearSub shall, in any Audit Notice:
- (i) identify the relevant Auditor(s); and
 - (ii) set out the proposed scope of the Audit and the methodology to be used by the Auditor for the purposes of the Audit (“**Audit Parameters**”).
- (C) Electrabel shall, no later than twenty (20) Business Days after receipt of an Audit Notice, notify NuclearSub that:
- (i) the proposed Auditor is approved or the proposed Auditor is not approved and provide reasons why such Auditor has not been approved (including setting out any criteria in Clause 19.1(G) which the Auditor does not satisfy), provided that such approval shall not be unreasonably conditioned or withheld; and
 - (ii) the proposed Audit Parameters are approved or the proposed Audit Parameters are not approved, provided that such approval shall not be unreasonably conditioned or withheld.
- (D) If Electrabel does not notify NuclearSub of its approval or otherwise of an Auditor or the Audit Parameters within twenty (20) Business Days of the relevant Audit Notice, then Electrabel shall be deemed to have approved the relevant Auditor.
- (E) If Electrabel notifies NuclearSub that it does not approve of a proposed Auditor and Audit Parameters (as applicable), then Electrabel shall, within twenty (20) Business Days of such notice provide (as applicable) to NuclearSub:
- (i) a list of at least three (3) alternative independent third-party auditors or independent technical advisers (as applicable) who satisfy the requirements of Clause 19.1(G); and/or
 - (ii) revised Audit Parameters.
- (F) If an alternative third-party auditor or technical adviser and/or the revised Audit Parameters (as applicable) proposed by Electrabel under Clause 19.1(E), are:
- (i) approved by NuclearSub, then that person shall be the Auditor for the relevant Audit and the revised Audit Parameters shall be the Audit Parameters for the relevant Audit; or
 - (ii) not approved by NuclearSub, then NuclearSub may, no later than twenty (20) Business Days after receipt of the relevant list of alternative independent third party auditors or independent technical advisers and/or the revised Audit Parameters (as applicable) from Electrabel under Clause 19.1(E), revise the

relevant Audit Notice to propose an alternative independent third party auditor or independent technical adviser (as applicable) and alternative Audit Parameters and Clause 19.1(C) shall apply to such revised Audit Notice.

- (G) At the time of the relevant Audit, the Auditor shall not:
- (i) be a competitor of ENGIE S.A., Electrabel or any of their Affiliates in the business of developing, owning, constructing, operating or maintaining power generation assets;
 - (ii) be a direct or indirect supplier of goods or services which are the subject of this Agreement;
 - (iii) hold any direct or indirect financial beneficial interest (through share ownership, trust or contractual arrangements) in any competitor referred to in Clause 19.1(G)(i); or
 - (iv) hold a position which gives rise to a conflict of interest in undertaking an Audit.

The Parties agree that an Auditor shall not fail to meet the criteria set out in (i) to (iv) solely because the Auditor:

- (v) has been engaged as a professional or technical advisor to a competitor of a member of the ENGIE Group, or in respect of another nuclear generation asset; or
 - (vi) has been proposed by NuclearSub under this Agreement.
- (H) Electrabel shall be required to permit access to the Audit Information pursuant to Clause 19.1(A) only:
- (i) if and to the extent that:
 - (a) such Audit Information is reasonably required taking into account the Audit Parameters for the purposes of assessing whether the payments or invoices (to or in respect of NuclearSub or Electrabel) have been calculated in accordance with this Agreement;
 - (b) such access does not breach Applicable Law or, subject to Clause 14(C), any relevant confidentiality restrictions or other contractual access or security restrictions (including any such restrictions under any Subcontract (excluding the Fuel Supply Agreement (Electrabel-Synatom)), provided that the Parties shall endeavour to agree reasonable means of resolving any such restrictions including by way of reasonable redactions; and
 - (ii) if the Auditor:

- (a) satisfies the requirements of Clause 19.1(G) and has been approved by Electrabel pursuant to clause 19.1(C) to 19.1(F);
 - (b) undertakes to Electrabel that the Audit Information will be used by the Auditor only for the purpose of the relevant Audit;
 - (c) is subject to confidentiality obligations (in favour of Electrabel) on terms which are acceptable to Electrabel (acting reasonably); and
 - (d) complies with any reasonable security requirements imposed by Electrabel;
- (iii) if the Auditor and Audit Parameters have been approved by Electrabel pursuant to Clause 19.1(C) to 19.1(F); and
- (iv) at a time and on a date agreed between the Parties (each acting reasonably), such time to be on a Business Day during normal working hours (being 9:00 a.m. to 5:00 p.m.).
- (l) NuclearSub shall not be entitled to request a new Audit within twelve (12) Months of the conclusion of a previous Audit.

19.2 Inspections

- (A) Subject to Clause 19.2(B), if reasonably required for the purpose of an Audit, NuclearSub shall authorise Electrabel to permit and Electrabel shall permit access (in respect of each Audit on one (1) occasion only) by the relevant Auditor to either of the Sites, provided always that the Auditor cannot otherwise obtain the relevant information reasonably required for the purpose of the relevant Audit.
- (B) NuclearSub shall procure that the Auditor and any visitors to the Sites under this Clause 19.2 comply with any health, safety, security, programme or other requirements issued by Electrabel from time to time (including requesting access to the Site at least one (1) Month in advance in accordance with Electrabel's site access procedures) and are accompanied by a member of Electrabel's personnel at all times (provided that, subject to the Auditor's compliance with this Clause 19.2(B), such personnel do not unreasonably restrict the Auditor's inspection under Clause 19.2(A)).

19.3 Costs of Audits and inspections

- (A) Subject to Clause 19.3(B), NuclearSub shall bear the cost of any Audit undertaken in accordance with this Clause 19.
- (B) If an Audit or inspection reveals that the payments or invoices have not been calculated in accordance with this Agreement and such failure or incorrect calculation has resulted in a benefit to Electrabel which, excluding amounts in respect of VAT, is five million euros (€5,000,000) or higher, the cost of the Audit process shall be borne by Electrabel.

19.4 Remedy of inconsistencies

If, after any relevant Audit, it is agreed or determined that there is any amount paid or payable under this Agreement which has not been calculated in accordance with this Agreement, then:

- (A) Electrabel shall account for this in its subsequent invoice(s) for the LTO Front-End Fuel Costs, LTO Fuel Manufacturing Costs, Back-End Fuel Costs, the Electrabel Working Capital Fee, the Electrabel Front-End Administrative Fee, the Synatom Front-End Working Capital Fee, the Synatom Front-End Administrative Fee and the Synatom Back-End Administrative Fee (as applicable); and
- (B) for the avoidance of doubt, any over-payment by NuclearSub shall not count towards the Annual Cap or the Aggregate Cap.

19.5 Audit rights under Fuel Supply Agreement (Electrabel-Synatom)

Electrabel shall procure that NuclearSub shall have equivalent rights as provided under this Clause 19 against Synatom under the Fuel Supply Agreement (Electrabel-Synatom).

20. INTELLECTUAL PROPERTY

20.1 Ownership of Intellectual Property

- (A) The Parties agree that:
 - (i) all Electrabel IPR is and shall remain, as between the Parties, owned by Electrabel, its Affiliates (excluding NuclearSub) or its licensors (as applicable); and
 - (ii) all NuclearSub IPR is and shall remain, as between the Parties, owned by NuclearSub.
- (B) Save as expressly provided for in this Agreement, neither Party shall be assigned, transferred or granted any rights in respect of the Intellectual Property of the other Party (including any rights in or to Electrabel Data (in the case of NuclearSub) or NuclearSub Data (in the case of Electrabel)).
- (C) To the extent that any Electrabel IPR does not vest in Electrabel, NuclearSub hereby assigns or shall procure the assignment (as applicable) to Electrabel, of any Electrabel IPR owned from time to time by NuclearSub or its personnel, agents or contractors upon creation. If the foregoing obligation to assign or procure the assignment of any Electrabel IPR shall be declared or become unenforceable, invalid or illegal, NuclearSub shall grant or procure the grant to Electrabel of an exclusive, royalty-free, perpetual, irrevocable, worldwide, assignable and freely sub-licensable licence of such Electrabel IPR.

- (D) To the extent that any NuclearSub IPR does not vest in NuclearSub, Electrabel hereby assigns or shall procure the assignment (as applicable) to NuclearSub, of any NuclearSub IPR owned from time to time by Electrabel or its personnel, agents or contractors upon creation. If the foregoing obligation to assign or procure the assignment of any NuclearSub IPR shall be declared or become unenforceable, invalid or illegal, Electrabel shall grant or procure the grant to NuclearSub of an exclusive, royalty-free, perpetual, irrevocable, worldwide, assignable and freely sub-licensable licence of such NuclearSub IPR.
- (E) Each Party shall, at the other Party's reasonable request and cost, do all acts and execute or procure the execution of any document which such requesting Party deems reasonably necessary to give effect to any assignment under Clauses 20.1(C) and 20.1(D).

20.2 Licence

NuclearSub grants to Electrabel a non-exclusive, non-transferable (with no right to sub-license other than to any Subcontractors and any member of the ENGIE Group (excluding NuclearSub)), worldwide, royalty-free licence of NuclearSub IPR for the Term solely for the purpose of, and to the extent reasonably necessary for, Electrabel to exercise its rights and perform its obligations in accordance with this Agreement.

20.3 Intellectual Property indemnities

- (A) NuclearSub shall promptly on demand from time to time indemnify Electrabel, and keep Electrabel fully and effectively indemnified, from and against any and all losses, claims, liabilities, costs, damages and/or reasonable expenses (including reasonable legal fees and costs) suffered or incurred by Electrabel or its sub-licensees arising out of or in connection with any actual or alleged infringement of third party Intellectual Property arising from use by Electrabel or its sub-licensees of:
 - (i) any NuclearSub IPR in accordance with Clause 20.2, except to the extent that such infringement has arisen from the use by Electrabel or its sub-licensees of NuclearSub IPR in breach of the terms of this Agreement; or
 - (ii) any Electrabel IPR created by NuclearSub.
- (B) Electrabel shall promptly on demand from time to time indemnify NuclearSub, and keep NuclearSub fully and effectively indemnified, from and against any and all losses, claims, liabilities, costs, damages and reasonable expenses (including reasonable legal fees and costs) suffered or incurred by NuclearSub arising out of or in connection with any actual or alleged infringement of third party Intellectual Property arising from Electrabel's performance of its obligations under this Agreement (except as a result of the use of NuclearSub IPR, any Electrabel IPR created by NuclearSub or any Intellectual Property licensed by any Subcontractor, or any act or omission of any Subcontractor).

21. CHANGE IN LAW

- (A) If at any time after the date of this Agreement there is a Change in Law and such Change in Law (“**Applicable Change in Law**”) renders the performance of any obligation(s) under this Agreement (“**Affected Obligations**”) illegal or impossible or inconsistent with the requirements of Applicable Law, Electrabel shall:
- (i) not be required to perform such Affected Obligations; and
 - (ii) provide written notice to NuclearSub of such Affected Obligations as soon as reasonably practicable.
- (B) Electrabel and NuclearSub shall, within thirty (30) Business Days of NuclearSub’s receipt of the notice pursuant to Clause 21(A)(ii), discuss in good faith necessary amendments to the terms of this Agreement to take account of the impact of the Applicable Change in Law.

22. INCORPORATION BY REFERENCE

Clauses 3 (*Notices*), 4 (*Common Provisions*) and 6 (*Announcements*) of the CTA are incorporated by reference into this Agreement with references in those clauses to “this Agreement” being interpreted as references to this Agreement, and to a “Party” or the “Parties” being interpreted as references to a Party or the Parties to this Agreement.

23. GOVERNING LAW AND DISPUTE RESOLUTION**23.1 Governing law**

This Agreement, including the arbitration agreement laid down in Clause 23.4(A) of this Agreement, and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, Belgian law.

23.2 Jurisdiction

Subject to Clauses 23.4(A) to 23.4(F), the courts of Belgium shall have exclusive jurisdiction to decide any Dispute.

23.3 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 23.3(B), then any Disputing Party may seek resolution of the Dispute in accordance with the requirements of Clauses 23.2 and 23.4(A) to 23.4(F).

23.4 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 ten (10) 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 23.4(A).

- (D) If the Initiating Party initiates court proceedings in relation to a Dispute without complying with the requirements of Clauses 23.4(B) and 23.4(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 twenty eight (28) 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 23.4(C). If the Responding Party makes a demand for discontinuance within twenty eight (28) 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.

23.5 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 Parties, each Party acknowledging having received one original.

Signatures

On behalf of Electrabel SA 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

Schedule 1
Global LTO Production Plan

The Global LTO Production Plan used to estimate the supply of EUP and the production of LTO Fuel Assemblies was based on the 2023 version with a restart for both LTO Units in November 2025. It is estimated that a total of 716 Fuel Assemblies will be required for both LTO Units over the LTO Period.

Planned outages (version November 2023)

Planned outages are required to bring the LTO Units in compliance with the requirements of the Safety Authority for such LTO project (the "**Scheduled LTO Outages**"). Optimization of the Scheduled LTO Outages will be developed as the scope of the LTO works becomes more defined, albeit the current working assumption is:

- For D4: 3 outages of approx. 24 weeks each, in Year 1, Year 2 and Year 3 post LTO Restart Date
- For T3: 3 outages of approx. 24 weeks each, in Year 1, Year 2 and Year 3 post LTO Restart Date

On top of Scheduled LTO Outages, a yearly normal outage is envisaged as early as from Year 1, Year 2 and Year 3 post LTO Restart Date for D4 and T3 respectively, up to one year before the end of operations for D4 and until the last year of operations for T3 (the "**Scheduled Non-LTO Outages**", and together with Scheduled LTO Outages, "**Scheduled Outages**"). Each Scheduled Non-LTO Outage is expected to last 6 weeks.

As a result, during the Scheduled LTO Outages period, the LTO Units will be shut down during approx. 30 weeks (24 weeks for Scheduled LTO Outages plus 6 weeks for Scheduled Non-LTO Outages).

Schedule 2
Existing Fresh Synatom Stock and Existing Fresh Synatom Stock Payment Amount

Part A – Existing Fresh Synatom Stock

Existing Synatom Stock	Fresh	Quantity as at 21 July 2022	Unit
Natural Uranium		220,150.998	kgU U3O8
Conversion Services		339,051.536	kgU UF6
UF6 libre		217,043.795	kgU UF6
UF6 mobilised in EUP		651,711.030	kgU UF6
SWU		482,615.988	UTS

Part B – Existing Fresh Synatom Stock Payment Amount

The Existing Fresh Synatom Stock Payment Amount is calculated as follows:

Existing Synatom Stock	Fresh	Quantity as at 21 July 2022 (A)	Unit	Price (USD) per Unit as at 21 July 2022 (B)	Total Price (USD) ((A) x (B))
Natural Uranium		220,150.998	kgU U3O8	46.25 USD/lb	26,471,121.11
Conversion Services		339,051.536	kgU UF6	37.00 USD/kgU UF6	12,544,906.83
UF6 libre		217,043.795	kgU UF6	157.84 USD/kgU UF6	34,259,128.60
UF6 mobilised in EUP		651,711.030	kgU UF6	157.84 USD/kgU UF6	102,868,879.48
SWU		482,615.988	UTS	88 USD/UTS	42,470,206.94
TOTAL:					218,614,242.97

Schedule 3
LTO Fuel Manufacturing Services

The LTO Fuel Manufacturing Services shall include each of the following:

- (A) de-converting the UF_6 into EUP powder;
- (B) bringing the EUP powder into the right composition;
- (C) pressing the EUP powder into the correct pellet form;
- (D) sintering the pellets in a furnace;
- (E) fabricating fuel components (metal components as top and bottom nozzle of the Fuel Assembly, grids, rods etc.);
- (F) inserting uranium pellets into the rods;
- (G) assembling the Fuel Assembly;
- (H) quality control of each of steps (A) to (G); and
- (I) the transportation, packaging and Delivery, as applicable, of the UF_6 , EUP powder, pellets, rods and Fuel Assembly.

Schedule 4
Estimated Existing Irradiated Synatom Stock Payment Amount and Actual Existing Irradiated Synatom Stock Payment Amount

Part A – Estimated Existing Irradiated Synatom Stock Payment Amount

The Estimated Existing Irradiated Synatom Stock Payment Amount is equal to the following:

$$\text{Estimated Existing Irradiated Synatom Stock Payment Amount} = \sum_i BV_i + (P_i)(EBEC_i)$$

Where:

- (A) i is a Fuel Assembly:
- (i) used in the core of an LTO Unit and not fully depleted; and
 - (ii) designated by Electrabel to be redeployed in the core of one or more of the LTO Units,
- provided however, that such Fuel Assembly is not leaking or Mechanically Damaged;
- (B) BV_i is Synatom's acquisition book value of the Fuel Assembly, calculated as the residual U-equivalent mass multiplied by the U-equivalent cost (in euros);
- (C) P_i is the ratio of (i) the residual burnup in respect of the Fuel Assembly, as against (ii) the average discharging burnup of all fuel assemblies, which for these purposes shall be 47,000 MWd/tU; and
- (D) $EBEC_i$ is the estimated back-end costs incurred or provisioned to be incurred in respect of container purchasing, loading and handling, dry storage construction (excluding the DE Building) and exploitation, maintenance and surveillance for the Fuel Assembly, including any safety studies and research and development costs or works which may be incurred in respect of such activities but, for the avoidance of doubt, excluding LTO Decommissioning and Dismantling Liabilities.

Part B – Actual Existing Irradiated Synatom Stock Payment Amount

The Actual Existing Irradiated Synatom Stock Payment Amount is equal to the following:

$$\text{Actual Existing Irradiated Synatom Stock Payment Amount} = \sum_i BV_i + (P_i)(ABEC_i)$$

Where:

- (A) i is a Fuel Assembly:
 - (i) used in the core of an LTO Unit and not fully depleted; and
 - (ii) redeployed in the core of one of more of the LTO Units,
provided however, that such Fuel Assembly is not leaking or Mechanically Damaged;
- (B) BV_i is Synatom's acquisition book value of the Fuel Assembly, calculated as the residual U-equivalent mass multiplied by the U-equivalent cost (in euros);
- (C) P_i is the ratio of (i) the residual burnup in respect of the Fuel Assembly, as against (ii) the average discharging burnup of all fuel assemblies, which for these purposes shall be 47,000 MWd/tU; and
- (D) $ABEC_i$ is the actual backend costs incurred or provisioned to be incurred in respect of container purchasing, loading and handling, dry storage construction (excluding the DE Building) and exploitation, maintenance and surveillance for the Fuel Assembly, including any safety studies and research and development costs or works which may be incurred in respect of such activities but, for the avoidance of doubt, excluding LTO Decommissioning and Dismantling Liabilities.