STRICTLY CONFIDENTIAL

13 December 2023

NUCLEARSUB BV

and

ELECTRABEL SA

OPERATIONS AND MAINTENANCE AGREEMENT

for the provision of works and services to extend the operational life of Doel 4 and Tihange 3 and the operation and maintenance services in respect of Doel 4 and Tihange 3

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THIS OPERATIONS AND MAINTENANCE AGREEMENT (this "**Agreement**") is made **BETWEEN**:

(1) **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 represented by Thierry Saegeman, CEO and director and Pierre-François Riolacci, Chief Finance Officer and director ("**NuclearSub**"); and

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

WHEREAS:

(A) NuclearSub will be a co-owner of each Demerged LTO Unit with effect from the applicable Demerger Effective Date.

(B) Electrabel is the managing partner of the LTO Partnership pursuant to the LTO Partnership Agreement.

(C) Electrabel is the Nuclear Operator of the LTO Units in accordance with a governmental permit to such effect.

(D) On date of this Agreement it is established that on the Effective Date and the Legal End Date it will be established pursuant to the notary deeds approving the partial demerger, that NuclearSub will become the legal co-owner of each Demerged LTO Unit on the applicable Demerger Effective Date. Therefore the Parties have agreed pursuant to the terms and conditions of this Agreement that NuclearSub will bear the NuclearSub Proportion of the cost, fees and expenses of the extension of the operational life of the LTO Units from and including the Effective Date and the NuclearSub Proportion of the cost, fees and expenses of the operation and maintenance of each LTO Unit from and including the applicable Legal End Date except in respect of the Immovable Installations as described in Recital (E). In this respect, and to allow a continuous and sustainable operation of the LTO Units, NuclearSub agrees to appoint Electrabel to provide the works and services required to extend the operational life of the LTO Units and the operation and maintenance services for the LTO Units, upon the terms and subject to the conditions of this Agreement.

(E) The Parties acknowledge that from the Effective Date until the Accounts Date, Electrabel undertakes to acquire LTO Equipment as required in the performance of the LTO Services and the O&M Services for its own account and Electrabel shall not be entitled to receive, and NuclearSub shall not be required to pay, any Fees under this Agreement in respect of LTO Equipment which, prior to the Accounts Date, has become part of the Immovable Installations.

(F) This Agreement constitutes the O&M Agreement referred to in the Implementation Agreement.

(G) The Parties acknowledge that Electrabel indemnifies each BEGOV Indemnified Entity (as defined in the Implementation Agreement) subject to and in accordance with Clause 21 of the Implementation Agreement.

IT HAS BEEN AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"**100% Margin Liabilities**" has the meaning given to that term in Clause 25.1(B)(i).

"**100% Margin Liabilities Cap**" has the meaning given to that term in Clause 25.1(B)(i).

"**Accounts Date**" has the meaning given to that term in the Demerger Proposal.

"**Administration Services Agreement**" has the meaning given to that term in the CTA.

"**Affected Obligations**" has the meaning given to that term in Clause 22(A).

"**Affiliate**" has the meaning given to that term in the CTA.

"**Affiliate Services**" means any goods or services supplied by other members of the ENGIE Group in connection with Electrabel's performance of the Services under this Agreement, including the Technical Affiliate Services.

"**Aggregate Cap**" has the meaning given to that term in Clause 25.1(B)(iv).

"**Aggregate Deflated LTO Capex**" has the meaning given to that term in Clause 12.2(D).

"**Agreement**" means this Operations and Maintenance Agreement, including its Schedules and Recitals, as amended, supplemented or modified in accordance with the terms and conditions herein.

"**Annual Cap**" has the meaning given to that term in Clause 25.1(B)(iii).

"**Annual O&M Budget**" means the annual budget for the O&M Services setting out the estimated Operating Costs, Recurring Capital Costs, Non-Recurring LTO Capital Costs, Provisioned LTO Waste Handling Costs and Provisioned LTO Waste VAF for the relevant Contract Year prepared and agreed or determined in accordance with Clause 11 and as it may be adjusted in accordance with this Agreement.

"**Annual O&M Services Fee Reconciliation Payment**" has the meaning given to that term in Clause 9.7(A).

"**Annual Reconciliation Payment Statement**" has the meaning given to that term in Clause 9.8(A).

"**Annual Planned Outage**" means the annual Planned Outage set out in the Annual Planned Outages Schedule.

"**Annual Planned Outages Schedule**" means the schedule for Planned Outages in a Contract Year.

"**Annual Reconciliation Payment**" has the meaning given to that term in Clause 9.8(A)(ix).

"**Applicable Change in Law**" has the meaning given to that term in Clause 22(A).

"**Applicable Laws**" has the meaning given to that term in the CTA.

"**Arbitration Options**" has the meaning given to that term in Clause 29.5(C).

"**Asset Data**" means the operational data of the LTO Units, such as the (sub)metering data of the power output and input.

"**Assumption Book**" means the document titled 'Project Phoenix – Flex LTO Assumptions Book' dated 12 December 2023.

"**Audit**" has the meaning given to that term in Clause 14.1(A).

"**Audit Information**" has the meaning given to that term in Clause 14.1(A).

"Audit Notice" has the meaning given to that term in Clause 14.1(A).

"**Audit Parameters**" has the meaning given to that term in Clause 14.1(B)(ii).

"**Auditor**" means an independent third-party auditor or independent technical adviser appointed by NuclearSub in accordance with Clause 14.1.

"**Authorisations**" means all formal written permits, licences, authorisations, consents, decrees, waivers, privileges, approvals and filings required to be obtained from or provided by any Public Authority for the execution, delivery and performance of this Agreement.

"**Availability Damages**" has the meaning given to that term in Schedule 4.

"Availability Damages LTO" has the meaning given to that term in Schedule 4.

"Availability Damages O&M" has the meaning given to that term in Schedule 4.

"**Availability Period**" means the period commencing on the LTO Restart Date and expiring on the last date on which Electrabel is licensed to operate the LTO Units under Applicable Laws.

"**Availability Year**" means:

(A) the period commencing on the LTO Restart Date and ending on 31 December of the Year in which the LTO Restart Date occurs; and

(B) thereafter, each Contract Year during the Availability Period.

"**BEGOV**" has the meaning given to that term in the CTA.

"**Benchmark Review**" means a benchmarking process of one or more of the Technical Affiliate Services undertaken by Electrabel as requested by NuclearSub pursuant to Clause 10.1.

"**Benchmark Threshold**" charges for Comparable Services within the Comparable Sample which are more than two sample standard deviations higher or lower (as applicable) than the Comparable Sample Mean.

"**Benchmarked Services"** in relation to a Benchmark Review, the Technical Affiliate Services that NuclearSub elects to include in that Benchmark Review.

"**Benchmarker**" means a third party appointed by Electrabel pursuant to Clause 10.2(A)(i).

"**Benchmarking Period**" has the meaning given to that term in Clause 10.2(A)(ii)(e).

"**Benchmarking Report**" has the meaning given to that term in Clause 10.2(A)(ii)(f).

"**Biannual Report**" means the May Biannual Report or the November Biannual Report (as applicable).

"**Budget**" means each of the Draft LTO Budget, the Final LTO Budget, each Annual O&M Budget, the Initial Project Budget and the Updated Project Budget (as applicable).

"**Budget Balancing Payment**" has the meaning given to that term in Clause 11.6(E)(iii)(b).

"**Budget Update**" has the meaning given to that term in Clause 11.8.

"**Business Day**" has the meaning given to that term in the CTA.

"**Buyout Amount**" has the meaning given to that term in Clause 23.4(C)(ii)(b)(2).

"**Change in Law**" means, on or after the date of this Agreement, the adoption, coming into force, amendment, repeal, suspension, annulment or change in the interpretation of any Applicable Law or Safety Requirements.

"**Closing**" has the meaning given to that term in the CTA.

"**Commercially Sensitive Information**" means commercially sensitive information, excluding (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.

"**Common Assets**" means:

(A) installations and equipment built on or within the LTO Units from time to time and used by the Non-LTO Units or all the production units at the Doel and Tihange sites; or

(B) installations and equipment built on or within the Non-LTO Units or other production units at the Doel and Tihange sites (excluding the LTO Units) from time to time and used by the LTO Units or all the production units at the Doel and Tihange sites.

"**Common Cost**" means any cost, fee or expense which does not exclusively relate to the performance of the LTO Services or O&M Services (as applicable) under this Agreement, including any cost, fee or expense incurred in (i) the operation and maintenance of the Common Assets and/or (ii) (to the extent not included in (i)) the provision of the Common Resource.

"**Common Cost Proportion**" means in respect of any Common Cost such proportion as is fair and reasonable based on the actual or anticipated (as appropriate) usage of the relevant Common Asset or Common Resource, the relevant person's time or the relevant goods or services (as applicable) in connection with the provision of the relevant Services.

"**Common Resource**" means the personnel engaged or employed partly in connection with the Services and partly in connection with other activities of the ENGIE Group.

"**Common Spare Part**" means any New LTO Spare Part which was not purchased exclusively for the performance of the LTO Services or O&M Services (as applicable) under this Agreement.

"**Comparable Price**" means, in relation to the Costs of the Benchmarked Services, that those costs are no higher than the highest charges for Comparable Services within the Comparable Sample excluding the highest charges for Comparable Services within any Comparable Sample which are identified as an Outlier pursuant to Clause 10.2(A)(ii)(c).

"**Comparable Sample**" means a representative sample of at least three (3) suppliers that provide Comparable Services.

"**Comparable Sample Mean**" means the average of all charges for the Comparable Services within the Comparable Sample including any Outlier(s).

"**Comparable Services**" means, services that are identical or similar in all material respects (including in terms of scope, complexity, specification, applicable regulatory and legal requirements, jurisdiction, volume and quality of performance) to the Benchmarked Services.

"**Completion**" means, in respect of the LTO Units, the time when all of the relevant requirements set out in Clause 7.2(F) have occurred.

"**Compliance Credit**" means the credit referred to in Article 11, §2, 1°, third paragraph, of the Phoenix Law.

"**Conditioning Guarantee**" means the guarantee for any undetectable defect in relation to Conditioning as set out in in article 3, § 3, third paragraph of the Royal Decree of 30 March 1981 on NIRAS – ONDRAF.

"**Confidential Information**" has the meaning given to that term in the CTA.

"**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.

"**Contractual Transfer Criteria**" has the meaning given to that term in the CTA.

"**Cost Overrun**" means each of the LTO Capex Overrun, the Operating Costs Overrun, Recurring Capital Costs Overrun and the Non-Recurring LTO Capital Costs Overrun.

"**Costs**" means the Operating Costs, Recurring Capital Costs and the Non-Recurring Capital Costs.

"**CTA**" means the common terms agreement between, Electrabel, ENGIE S.A., BEGOV, and NuclearSub dated on or about the date hereof.

"**Decommissioning**" has the meaning given to that term in the CTA.

"**Decommissioning Date**" means the date of commencement of Decommissioning in respect of each LTO Unit'.

"**Defect**" means:

(A) in respect of the LTO Services, any error, defect, shrinkage, fault or deficiency (including omission) in the LTO Services or any part thereof or any spare part used in the LTO Services, including workmanship and materials and / or any portion of the LTO Services that has not been performed in accordance with this Agreement; and

(B) in respect of the O&M Services, any failure by Electrabel to perform an O&M Service in accordance with this Agreement,

and any physical damage to the LTO Units arising from such Defect

"**Default Rate**" has the meaning given to that term in the CTA.

"**Demerged LTO Units**" has the meaning given to that term in the CTA.

"**Demerger Effective Date**" has the meaning given to that term in the CTA.

"**Demerger Proposal**" has the meaning given to that term in the CTA.

"**DevEx**" means an amount equal to the NuclearSub Proportion of:

(A) any development costs, fees and expenses (including internal and external costs and applicable Taxes) which exclusively relate to the provision of the LTO Services; and

(B) the Common Cost Proportion of any development Common Costs,

incurred by Electrabel in the provision of the LTO Services, including all such amounts payable to Subcontractors.

"**Disallowed Costs**" has the meaning given to that term in the CTA.

"**Disallowed Costs Reimbursement Amounts**" has the meaning given to that term in Clause 9.8(A)(iii).

"**Discussion Period**" has the meaning given to that term in the Shareholders' Agreement.

"**Dismantling**" has the meaning given to that term in the CTA.

"**Dispute**" has the meaning given to that term in the CTA and "**Disputed**" shall be construed accordingly.

"**Dis-synergies**" means additional costs, fees, liabilities and expenses incurred by Electrabel in the provision of the Services due to Electrabel's Nuclear Operations decreasing from seven (7) nuclear plants to two (2) LTO Units.

"**Draft LTO Budget**" means the draft budget setting out initial estimates of the LTO Costs set out in Schedule 7.

"**Draft Worked Examples**" has the meaning given to that term in Clause 17.4(A).

"**Due Date**" has the meaning given to that term in Clause 9.11.

"**EBL Obligatory Investments**" means works and/or services which:

(A) FANC-AFCN has, prior to the Effective Date, instructed Electrabel to undertake at the LTO Units;

(B) were required to be undertaken notwithstanding the extension of the operational life of the LTO Units; and

(C) are not LTO Obligatory Investments.

"**Effective Date**" has the meaning given to that term in Clause 2(A).

"**Electrabel**" means the second named party to this Agreement and its successors in title and assigns.

"**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 the provision or receipt of the Services (as applicable) in accordance with this Agreement, excluding any NuclearSub Data.

"**Electrabel Insurances**" has the meaning given to that term in Clause 16.1.

"**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, any performance of the Services by or on behalf of Electrabel or receipt of the Services by NuclearSub pursuant to 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 Permits**" has the meaning given to that term in Clause 4.4(A).

"**Electrabel's Representative**" has the meaning given to that term in Clause 4.5(A).

"**Emergency**" means a condition, event, circumstance or situation that arises or occurs, or is reasonably likely to arise or occur, that presents or is reasonably likely to present a threat to:

(A) the health, safety or security of persons;

(B) property;

(C) the security or physical integrity of the LTO Units; or

(D) the environment.

"**Emergency Action**" has the meaning given to that term in Clause 8(A).

"**EMSA Provider**" means the party engaged as service provider under the Energy Management Services Agreement.

"**Energy Management Services Agreement**" has the meaning given to that term in the CTA.

"**ENGIE Group**" has the meaning given to that term in the CTA.

"**ENGIE S.A.**" has the meaning given to that term in the CTA.

"**Estimated Monthly LTO Services Fee**" has the meaning given to that term in Clause 9.3(B).

"**Estimated Monthly Non-Recurring LTO Capital Costs Fee**" has the meaning given to that term in Clause 9.4(A)(iii).

"**Estimated Monthly Operating Costs Fee**" has the meaning given to that term in Clause 9.4(A)(i).

"**Estimated Monthly Recurring Capital Costs Fee**" has the meaning given to that term in Clause 9.4(A)(ii).

"**Estimated Monthly Service Fee**" has the meaning given to that term in Clause 9.5(A).

"**Excluded Services**" has the meaning given to that term in Clause 3.3(A).

"**Excused Cost Overrun**" means the amount of any Cost Overrun that is attributable to:

(A) any Change in Law, excluding any Applicable Law or Safety Requirements for which the execution measures are clearly established (including, *for example,* that the Royal decrees state that the execution measures have entered into force) and which are in force on:

(i) with respect to an LTO Capex Overrun, the date that the Final LTO Budget was submitted to NuclearSub pursuant to Clause 11.2(A); or

(ii) with respect to an Operating Costs Overrun, Recurring Capital Costs Overrun or a Non-Recurring LTO Capital Costs Overrun, the date that the applicable Annual O&M Budget was submitted to NuclearSub pursuant to Clause 11.4(B);

(B) any event or circumstance outside of the reasonable control of Electrabel (including any Force Majeure Event, any Qualifying Change in Law and the events set out in limb (ii) of the definition of FOR Exclusion Event); or

(C) any act or omission of NuclearSub excluding if, and to the extent, such act or omission was caused or contributed to by Electrabel.

"**Existing Spare Parts**" means the spare parts, whether new or refurbished, purchased by Electrabel before the date of this Agreement for use in connection with its Nuclear Operations.

"**Existing Spare Parts Cap**" has the meaning given in Clause 5.2(B).

"**Existing Spare Parts Cost**" means the High Value Existing Spare Parts Cost and the Low Value Existing Spare Parts Cost.

"**Expert Determination**" has the meaning given to that term in Clause 30.3(C).

"**Expert Determination Procedure**" means the process set out in Clause 30 for the resolution of Expert Dispute Matters.

"**Expert Dispute Matter**" has the meaning given to that term in Clause 30.1.

"**Expiry Date**" has the meaning given to that term in Clause 2(A).

"**Fair Market Value**" means the 'value' for the relevant High Value Existing Spare Part set out in Schedule 10.

"**FANC-AFCN**" has the meaning given to that term in the CTA.

"**Fees**" means the O&M Services Fee, the LTO Services Fee, the LTO Waste Handling Services Fee and the LTO Waste Volume Adjustment Fee to be paid by NuclearSub to Electrabel.

"**Final LTO Budget**" means a revised version of the Draft LTO Budget which sets out the estimated LTO Costs prepared and agreed or determined in accordance with Clause 11.

"**Financial Liaison Committee**" has the meaning given to that term in Clause 13.1(A).

"**First Amended JDA**" has the meaning given to that term in the CTA.

"**First Basket Spare Parts**" means the spare parts, whether new or refurbished, purchased by Electrabel on or after the date of the Agreement as part of the LTO Services at the same time as the purchase of a new type of equipment or machinery for use in the preventative or corrective maintenance of such equipment or machinery and included in the Estimated Monthly LTO Services Fee calculated in accordance with Clause 9.3(B).

"**FM Affected Party**" has the meaning given to that term in Clause 21.2(A).

"**Force Majeure Event**" means:

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

(B) any Political Force Majeure Event.

"**Framework Agreement**" has the meaning given to that term in the CTA.

"**Fuel Supply Agreements**" has the meaning given to that term in the CTA.

"**Full Decommissioning**" has the meaning given to that term in Clause 23.4(A).

"**GAL Safety Commitments**" means the safety related actions and projects in the Global Action List.

"**Global Action List**" or "**GAL**" means the 'PSR LTO Global Action List' in respect of each LTO Unit as may be updated from time to time by FANC-AFCN.

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

(A) Applicable Law;

(B) applicable safety, security and technical considerations;

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

(D) the fact that all actions and / or failures to act until 9 January 2023 were decided upon by Electrabel in the absence of an LTO scenario; and

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

"**Health Index**" means the index as defined in article 2, § 1 of the Royal decree implementing the Act of 6 January 1989 safeguarding the country's competitiveness, as published by Statistics Belgium (as at the date of this Agreement at https://statbel.fgov.be/en/themes/consumer-prices/health-index) or such body as may from time to time succeed to the functions of Statistics Belgium in relation to the Health Index.

"**High Value Existing Spare Parts**" means an Existing Spare Part with a Fair Market Value per unit greater than two hundred and fifty thousand euros (€250,000) (excluding amounts in respect of VAT).

"**High Value Existing Spare Parts Cost**" has the meaning given to that term in Clause 5.2(A)(ii).

"**Immovable Installations**" has the meaning given to that term in Clause 9.2(B)(ii).

"**Immovable Installations Amount**" has the meaning given to that term in Clause 9.2(C)(i)(b).

"**Implementation Agreement**" has the meaning given to that term in the CTA.

"**Independent Expert**" means any person appointed as an independent expert in accordance with the Expert Determination Procedure.

"**Index**" means, in respect of:

(A) labour Costs, the Health Index; and

(B) all other Costs, the Weighted Average Index.

"**Initial HOT**" has the meaning given to that term in the CTA.

"**Initial Phase**" means the period commencing on the LTO Restart Date and ending on the True-Up Date.

"**Initial Project Budget**" means the first version of the Project Budget prepared in accordance with Clause 11 and agreed or determined in accordance with Clause 11 of the Shareholders' Agreement.

"**Initiating Party**" has the meaning given to that term in Clause 29.5(B).

"**Initiating Party Arbitration Option**" has the meaning given to that term in Clause 29.5(C).

"**Insolvency Event**" has the meaning given to that term in the CTA.

"**Insurance Liabilities**" has the meaning given to that term in Clause 25.1(B)(ii).

"**Insurance Liabilities Cap**" has the meaning given to that term in Clause 25.1(B)(ii).

"**Intellectual Property**" has the meaning given to that term in the CTA.

"**Interim Budget**" has the meaning given to that term in Clause 11.6(E)(ii).

"**Interim Budget Period**" has the meaning given to that term in Clause 11.6(E)(iii)(b)(1).

"**JDA Capex Services**" means the JDA Services excluding JDA Devex Services.

"**JDA Capex Relevant Margin Amount**" has the meaning given to that term in Clause 3.2(D).

"**JDA DeVex**" means the development costs, fees and expenses (including internal and external costs and applicable Taxes) incurred by Electrabel in the provision of the JDA Services.

"**JDA Devex Services**" means the works and services performed under the Second Amended JDA which relate to JDA DeVex.

"**JDA Services**" means any works and services performed by Electrabel pursuant to the First Amended JDA and the Second Amended JDA.

"**Joint Objective**" has the meaning given to that term in the CTA.

[redacted]

"**Legal End Date**" has the meaning given to that term in the CTA.

"**Legislative Changes**" has the meaning given to that term in the CTA.

"**Low Value Existing Spare Parts**" means all Existing Spare Parts excluding High Value Existing Spare Parts.

"**Low Value Existing Spare Parts Cost**" has the meaning given to that term in Clause 5.2(A)(i).

"**LTO**" has the meaning given to that term in the CTA.

"**LTO Allocated Annual Capex Overrun Amounts**" has the meaning given to that term in Clause 12.2(B).

"**LTO Capex**" means an amount equal to the NuclearSub Proportion of:

(A) the costs, fees and expenses (including internal and external costs and applicable Taxes) which exclusively relate to the provision of the LTO Services; and

(B) the Common Cost Proportion of any capital Common Costs,

in each case incurred by Electrabel in connection with the LTO Services, including: (i) programme management costs; (ii) in connection with the rectification of Defects in accordance with Clause 7.4; and (iii) all such amounts payable to Subcontractors in connection with the LTO Services, but in each case excluding DevEx.

"**LTO Capex Margin Amount**" means, from time to time, the aggregate amount received by Electrabel (via payment of the Estimated Monthly LTO Services Fee) in respect of the Relevant Margin applied to the LTO Capex, less:

(A) the aggregate amount of Availability Damages LTO; and

(B) the aggregate amount of any Disallowed Costs Reimbursement Amounts attributable to the Relevant Margin in respect of LTO Capex.

"**LTO Capex Overrun**" means the amount (if any) by which the Aggregate Deflated LTO Capex exceeds the aggregate budgeted LTO Capex as set out in the Final LTO Budget.

"**LTO Capex Overrun Payment**" means an amount equal to the lower of:

(A) the amount calculated as follows:

[redacted]

(B) the LTO Capex Overrun Payment Cap;

"**LTO Capex Overrun Payment Cap**" means an amount equal to [redacted] of the LTO Capex Margin Amount.

"**LTO Costs**" means DevEx plus LTO Capex.

"**LTO Co-Ownership Agreement**" has the meaning given to that term in the CTA.

"**LTO Equipment**" means the Spare Parts and the equipment and materials purchased by Electrabel for the purposes of performing the LTO Services, the O&M Services and/or the JDA Services, including, for the avoidance of doubt, the Immovable Installations.

"**LTO Equipment Register**" has the meaning given to that term in Clause 9.2(B)(i).

"**LTO Major Overhaul**" means the performance of major maintenance works in respect of an LTO Unit which is scheduled to occur every ten (10) years or at such intervals as Electrabel considers required (acting in accordance with the Standard of Care) and includes reactor pressure inspections, steam generator inspections and the major overhaul of steam turbines.

"**LTO Obligatory Investments**" means works and/or services which FANC-AFCN has instructed Electrabel to undertake at the LTO Units by sole reason of the extension of the operational life of the LTO Units (such instruction being reasonably evidenced by Electrabel to NuclearSub prior to performing such works and/or services) which shall be deemed to include all such works and/or services as set out in the Global Action List.

"**LTO Operator Failure**" means any material action and/or material failure to act by Electrabel (in its capacity as Nuclear Operator) that would not have been undertaken or committed by a licensed operator of a nuclear power plant, seeking in good faith to perform its contractual, legal and regulatory obligations, and exercising the degree of diligence, skill, care and prudence reasonably expected of a licensed nuclear operator engaged in the same or similar type of undertaking and under the same or similar circumstances and conditions, taking into account all applicable factors at the relevant time including (to the extent relevant):

(A) Applicable Law;

(B) applicable safety, security and technical considerations;

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

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

(E) the fact that the LTO has been required to be implemented within a substantially compressed time period for a project of that nature; and

(F) any external events or circumstances, or third party actions or omissions (including the Belgian State's or any competent authorities' breach of (i) any obligations under any Transaction Documents or (ii) applicable law and regulation, and including the actions or omissions of any sub-contractors), in each case provided that such events, circumstances, actions or omissions are not caused by any member of the ENGIE Group and are outside of the reasonable control of the relevant member of the ENGIE Group,

in each case provided that: (x) any action taken, or omission to act made, by Electrabel in good faith in response to, or otherwise in connection with, an Emergency or at the request of any competent authority shall not constitute an applicable LTO Operator Failure; and (y) NuclearSub shall bear the burden and risk of proof in establishing that any applicable LTO Operator Failure

has occurred (subject to Electrabel providing, or procuring the provision of, all relevant information to NuclearSub within the possession or control of any member of the ENGIE Group).

"LTO Partnership" has the meaning given to that term in the CTA.

"**LTO Partnership Agreement**" has the meaning given to that term in the CTA.

"**LTO Restart**" has the meaning given to that term in the CTA.

"**LTO Restart Date**" has the meaning given to that term in the CTA.

"**LTO Services**" means the works and services to extend the operational lifetime of each LTO Unit by ten (10) years in accordance with this Agreement as more particularly described in Schedule 1 (*LTO Services*), but excluding any Excluded Services.

"**LTO Services Completion Payment**" has the meaning given to that term in Clause 9.9(A)(iii).

"**LTO Services Fee**" means an amount equal to the aggregate LTO Costs plus, in respect of the LTO Capex, the Relevant Margin.

"**LTO Services Fee Incurred**" has the meaning given to that term in Clause 9.7(B)(ii).

"LTO Services Fee Paid" has the meaning given to that term in Clause 9.7(B)(i).

"**LTO Services Fee Reconciliation Payment**" has the meaning given to that term in Clause 9.7(B)(iii).

"**LTO Services Reconciliation Statement**" has the meaning given to that term in Clause 9.9(A).

"**LTO Services Fee Termination Payment**" has the meaning given to that term in Clause 24.2(A)(i)(b).

"**LTO Units**" has the meaning given to that term in the CTA.

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

"**LTO Waste Costs**" means the LTO Waste Handling Costs and the LTO Waste Volume Adjustment Fees.

"**LTO Waste Handling Costs**" means the Operating Costs, the Recurring Capital Costs and the Non-Recurring LTO Capital Costs incurred or provisioned to be incurred in connection with the provision of the LTO Waste Handling Services.

"**LTO Waste Handling Services**" means those parts of the O&M Services set out in paragraph 7 of Schedule 2 (*O&M Services*).

"**LTO Waste Handling Services Fee**" has the meaning given to that term in Clause 9.10(E).

"**LTO Waste Handling Services Fee Incurred**" has the meaning given to that term in Clause 9.10(I)(ii).

"**LTO Waste Handling Services Fee Paid**" has the meaning given to that term in Clause 9.10(I)(i).

"**LTO Waste Handling Services Fee Reconciliation Payment**" has the meaning given to that term in Clause 9.10(I)(iii).

"**LTO Waste Handling Services Reconciliation Statement**" has the meaning given to that term in Clause 9.10(I).

"**LTO Waste Handling Services Fee Termination Payment**" has the meaning given to that term in Clause 24.2(A)(ii).

"**LTO Waste Package**" means a 'radioactive waste package' as defined in Article 4(26) of the Phoenix Law in respect of LTO Waste.

"**LTO Waste VAF Reconciliation Payment**" has the meaning given to that term in Clause 9.10(C).

"**LTO Waste Volume Adjustment Fee**" means an amount equal to the aggregate volume adjustment fee payable under Article 17, §2 of the Phoenix Law.

"**May Biannual Report**" has the meaning given to that term in Clause 13.2(A)(i).

"**Minimum Payment Margin Reimbursement Amount**" has the meaning given to that term in Clause 17.3(C).

"**Month**" means a month according to the Gregorian Calendar and "**Monthly**" shall be construed accordingly.

"**Monthly LTO Waste Handling Services Fee**" has the meaning given to that term in Clause 9.10(G).

"**Monthly Provisioned LTO Waste VAF**" has the meaning given to that term in Clause 9.10(B).

"**Monthly Statement**" has the meaning given to that term in Clause 9.5(A).

"**Moving Average Price**" means the moving average price for the relevant Type of Spare Part as recorded in SAP which is calculated by dividing the total stock value of a Type of Spare Part (based on the purchase price for each Spare Part) by the total stock quantity of that type of Spare Part.

"**Net Monthly Services Fee**" has the meaning given to that term in Clause 9.5(A)(xii).

"**Net Proceeds Amount**" has the meaning given to that term in Clause 16.5.

"**Net Recovered Amount**" has the meaning given to that term in Clause 7.5(B)(ii).

"**New LTO Spare Part Residual Stock**" has the meaning given to that term in Clause 5.3(A).

"**New LTO Spare Parts**" means the spare parts, whether new or refurbished, purchased by Electrabel on or after the date of this Agreement for use in connection with its Nuclear Operations, excluding any First Basket Spare Parts.

"**NIRAS-ONDRAF**" has the meaning given to that term in the CTA.

"**Non-LTO Units**" has the meaning given to that term in the CTA.

"**Non-Recurring Capital Costs**" means the LTO Costs plus the Non-Recurring LTO Capital Costs.

"Non-Recurring LTO Capital Costs" means an amount equal to the NuclearSub Proportion of:

(A) all non-recurring capital costs, fees and expenses (including internal and external costs and applicable Taxes) which exclusively relate to the provision of the O&M Services; and

(B) the Common Cost Proportion of any non-recurring capital Common Costs,

in each case incurred by Electrabel in connection with the provision of the O&M Services (or which may be provisioned to be incurred in connection with the provision of the LTO Waste Handling Services), including: (i) all such amounts payable to Subcontractors in connection with the O&M Services; and (ii) LTO Major Overhaul expenditures; and (iii) in connection with the rectification of Defects in accordance with Clause 7.4.

"**Non-Recurring LTO Capital Costs Fee**" means an amount equal to the aggregate Non-Recurring LTO Capital Costs (excluding any Non-Recurring LTO Capital Costs which are Provisioned LTO Waste Handling Costs) plus the Relevant Margin.

"**Non-Recurring LTO Capital Costs Overrun**" means, in respect of a Contract Year, the amount (if any) by which the aggregate actual Non-Recurring LTO Capital Costs (excluding any Non-Recurring LTO Capital Costs which are LTO Waste Costs) for that Contract Year exceeds the aggregate budgeted Non-Recurring LTO Capital Costs (excluding any Non-Recurring LTO Capital Costs which are LTO Waste Costs) as set out in the Annual O&M Budget for that Contract Year.

"**November Biannual Report**" has the meaning given to that term in Clause 13.2(A)(ii).

"**Nuclear Operations**" has the meaning given to that term in the CTA.

"**Nuclear Operator**" has the meaning given to that term in the CTA.

"**NuclearSub**" means the first named party to this Agreement and its successors in title and assigns.

"**NuclearSub Aggregate Cap**" has the meaning given to that term in Clause 25.5(A).

"**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 provide the Services in accordance with 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 23.5(B)(ii).

"**NuclearSub Default Termination Notice**" means a written notice from Electrabel to NuclearSub which satisfies the requirements of Clause 23.5(B).

"**NuclearSub Indemnified Losses**" has the meaning given to that term in Clause 26.1(A).

"**NuclearSub Insurances**" has the meaning given to that term in Clause 16.1(D).

"**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).

"**NuclearSub Permits**" has the meaning given to that term in Clause 6.3(A).

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

"**NuclearSub's Representative**" means the person for the time being appointed by NuclearSub in accordance with Clause 6.2(A).

"**Nuclear Waste**" has the meaning given to that term in the CTA.

"**O&M Break Fees**" means, to the extent attributable to the LTO Services and/or O&M Services:

(A) all demobilisation costs and any break fees, termination fees or other amounts properly payable under Subcontracts with members of the Engie Group in connection with the termination of Subcontracts; and

(B) all demobilisation costs and any termination fees, break fees or other amounts properly payable under Subcontracts in connection with the termination of Subcontracts (excluding Subcontracts with members of the ENGIE Group),

provided that, where the value of any individual Subcontract is two million euros (€2,000,000) or higher: (i) 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); and/or (ii) the board of directors of NuclearSub has approved the relevant Subcontract.

"**O&M Costs Overrun Payment**" means an amount equal to the lower of:

(A) the amount calculated as follows:

[redacted]

(B) the O&M Costs Overrun Payment Cap.

"**O&M Costs Overrun Payment Cap**" means, in respect of a Contract Year, an amount equal [redacted] of:

(A) the amounts received by Electrabel in respect of that Contract Year (via payment of the Operating Costs Fee, Recurring Capital Costs Fee and the Non-Recurring LTO Capital Costs Fee in respect of that Contract Year) in respect of the Relevant Margin applied to the Operating Costs, Recurring Capital Costs and Non-Recurring LTO Capital Costs (as applicable); less

(B) any Availability Damages O&M payable in respect of that Contract Year; less

(C) the aggregate amount of any Disallowed Costs Reimbursement Amounts attributable to the Relevant Margin in respect of Operating Costs, Recurring Capital Costs and/or Non-Recurring LTO Capital Costs.

"**O&M Services**" means the services to operate and maintain the LTO Units (including, for the avoidance of doubt, supporting infrastructure and installations) and common systems and Common Assets operated by Electrabel to the extent used in connection with the LTO Units in accordance with this Agreement and as more particularly described in Schedule 2 (*O&M Services*), but excluding any Excluded Services.

"**O&M Services Fee**" means an amount equal to the aggregate of the Operating Costs Fee, the Recurring Capital Costs Fee and the Non-Recurring LTO Capital Costs Fee.

"**O&M Services Fee Incurred**" has the meaning given to that term in Clause 9.7(A).

"**O&M Services Fee Paid**" has the meaning given to that term in Clause 9.7(A).

"**O&M Services Fee Termination Payment**" has the meaning given to that term in Clause 24.2(A)(i)(a).

"**Operational Liaison Committee**" means the 'Comité Opérationnel de Liaison' as defined in the LTO Partnership Agreement and the LTO Co-Ownership Agreement.

"**Operating Costs**" means an amount equal to the NuclearSub Proportion of:

(A) all operating costs, fees and expenses (including internal and external costs and applicable Taxes) which exclusively relate to the provision of the O&M Services; and

(B) the Common Cost Proportion of any operating Common Costs,

in each case incurred in connection with the provision of the O&M Services (or which may be provisioned to be incurred in connection with the provision of LTO Waste Handling Services), including: (i) all such amounts payable to Subcontractors in connection with the O&M Services; (ii) the cost of all required insurances; (iii) the costs incurred in preparing for the O&M Services (including pre-ordering plant, equipment and parts, but excluding the JDA Services); (iv) the costs of waste treatment and conditioning and any amounts (including any compensation) payable to NIRAS-ONDRAF in connection with the LTO Waste; (v) in connection with the rectification of Defects in accordance with Clause 7.4; and (vi) the costs of general administration and support, but excluding Recurring Capital Costs and Non-Recurring Capital Costs.

"**Operating Costs Overrun**" means, in respect of a Contract Year, the amount by which the actual aggregate Operating Costs (excluding any Operating Costs which are LTO Waste Costs) in that Contract Year exceed the aggregate budgeted Operating Costs (excluding any Operating Costs which are LTO Waste Costs) as set out in the Annual O&M Budget for that Contract Year.

"**Operating Costs Fee**" means an amount equal to the aggregate Operating Costs (excluding any Operating Costs which are Provisioned LTO Waste Handling Costs) plus the Relevant Margin.

"**Original Benchmarking Report**" has the meaning given to that term in Clause 10.3(B).

"**Outlier**" means any charges for Comparable Services within the Comparable Sample that are above (for a Benchmark Review requested by NuclearSub under Clause 10.1(A)) or below (for a re-benchmark initiated by Electrabel under Clause 10.3(D)) the Benchmark Threshold.

"**Partial Decommissioning**" has the meaning given to that term in Clause 23.4(A)(i)(b).

"**Party**" means a party to this Agreement, save that reference to a "Party" or "Parties" in Clauses 29.2(A), 29.3, 29.4(A), 29.4(B), 29.4(C)(i) and 30 of this Agreement shall, where required to give effect to Clause 11.6(E), include the RA Counterparty.

"**Permits**" means the NuclearSub Permits and the Electrabel Permits.

"**Phoenix Law**" has the meaning given to that term in the CTA.

"**Planned Outage**" means periods of time in which there are energy losses resulting from an outage or curtailment of generation which was scheduled by Electrabel at least four (4) weeks in advance of the commencement of the relevant outage or curtailment (as declared in accordance with REMIT) including an outage or curtailment relating to refuelling or planned maintenance outages and planned outages or load reductions for testing, repair, or other plant equipment or personnel-related causes.

"**Planned Outages Allowance**" means:

(A) in respect of any Contract Year during the Initial Phase:

(i) [redacted] of outages for the performance of the LTO Services;

(ii) six (6) weeks of normal refuelling outages in respect of the LTO Units;

(B) in respect of any Contract Year during the Run-phase, six (6) weeks of normal refuelling outages in respect of the LTO Units; and

(C) in respect of any Contract Year from the True-up Date, any outage as required to finalise the LTO Services due to reasons contemplated by *the Royal Decree modifying the Royal Decree of 30 November 2011 on safety requirements for nuclear installations*, or reasons approved or required by FANC from time to time, provided that:

(i) Electrabel shall, subject to any requirements of the Standard of Care, use reasonable endeavours to perform such works or services during the outages described in (B) above to the extent reasonably practicable; and

(ii) such outage shall be limited to the time reasonably required to complete such works or services.

"**Planned Outages Recurring Capital Costs Fee**" has the meaning given to that term in Clause 9.4(A)(ii)(a).

"**Political Force Majeure Event**" means, on or after the date of this Agreement:

(A) any award, decision, decree, determination, directive, change in interpretation, change in enforcement strategy, order, instruction, direction or request of or by any Public Authority ("**PFM Matter**"); and/or

(B) a change in, or the introduction of, any condition attaching to any Authorisation (including any condition in connection with the grant, continuation, renewal, extension or replacement of any Authorisation) or the introduction of a new Authorisation,

excluding any such PFM Matter, change or introduction:

(i) to the extent that the relevant PFM Matter, change or introduction results from a breach by any member of the ENGIE Group of Applicable Laws, any Authorisation or any Transaction Document;

(ii) to the extent that the relevant PFM Matter, change or introduction transposes in Belgium: (i) safety or operational measures which are widely adopted by the international nuclear generation industry; or (ii) international law of mandatory application, in each case: (x) including in response to any civil nuclear emergency or civil nuclear disaster; and (y) the relevant PFM Matter, change or introduction is strictly required to implement such transposition; or

(iii) to the extent that the relevant PFM Matter, change or introduction including such a PFM Matter, change or introduction which is in response to any civil nuclear emergency or civil nuclear disaster: (x) is consistent with the past practice of FANC-AFCN and NIRAS-ONDRAF; and (y) does not constitute a material amendment to the regulatory framework applicable to the LTO Units as at the date of this Agreement (taking into account the Legislative Changes).

"**Positive Synergies**" means any reductions in costs, fees, liabilities and expenses in the provision of the Services which Electrabel receives the benefit of as a result of the Services being provided in respect of two (2) LTO Units.

"**Pre-Demerger LTO Equipment Amount**" has the meaning given to that term in Clause 9.2(C)(i)(a).

"**Pre-Demerger Period**" has the meaning given to that term in Clause 9.2(B).

"**Project Budget**" has the meaning given to that term in the Remuneration Agreement.

"**Provisioned LTO Waste Handing Costs**" has the meaning given to that term in Clause 9.10(E).

"**Provisioned LTO Waste VAF**" has the meaning given to that term in Clause 9.10(A).

"**Public Authority**" has the meaning given to that term in the CTA.

"**Qualifying Change in Law**" has the meaning given to the term 'RA Qualifying Change in Law' in the Remuneration Agreement.

"**RA Counterparty**" has the meaning given to that term in the CTA.

"**RA Termination Payment Notice**" has the meaning given to that term in Clause 23.4(D).

"**Re-Benchmarked Services**" has the meaning given to that term in Clause 10.3(D)..

"**Real Availability**" has the meaning given to that term in Schedule 4.

"**Recurring Capital Costs**" means an amount equal to the NuclearSub Proportion of:

(A) all recurring capital costs, fees and expenses (including internal and external costs and applicable Taxes) which exclusively relate to the provision of the O&M Services; and

(B) the Common Cost Proportion of any recurring capital Common Costs,

in each case incurred in connection with the provision of the O&M Services (or which may be provisioned to be incurred in connection with the provision of the LTO Waste Handling Services), including: (i) all such amounts payable to Subcontractors in connection with the O&M Services; (ii) minor overhaul and other maintenance capital expenditures; and (iii) in connection with the rectification of Defects in accordance with Clause 7.4.

"**Recurring Capital Costs Fee**" means an amount equal to the aggregate Recurring Capital Costs (excluding any Recurring Capital Costs which are Provisioned LTO Waste Handling Costs) plus the Relevant Margin.

"**Recurring Capital Costs Overrun**" means, in respect of a Contract Year, the amount by which the actual aggregate Recurring Capital Costs (excluding any Recurring Capital Costs which are LTO Waste Costs) in that Contract Year exceed the aggregate budgeted Recurring Capital Costs (excluding any Recurring Capital Costs which are LTO Waste Costs) as set out in the Annual O&M Budget for that Contract Year.

"**Regulatory Approvals**" has the meaning given to that term in the CTA.

"**Relevant Margin**" means, subject to Clause 12.1:

[redacted]

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

"**Relevant Services**" has the meaning given to that term in Clause 14.3(A).

"**Remaining LTO Unit**" has the meaning given to that term in Clause 7.2(F).

"**REMIT**" has the meaning given to that term in the CTA.

"**Remuneration Agreement**" has the meaning given to the term in the CTA.

"**Responding Party**" has the meaning given to that term in Clause 29.5(B).

"**Responding Party Arbitration Option**" has the meaning given to that term in Clause 29.5(C).

"**Retained Spare Parts Notice**" has the meaning given to that term in Clause 5.3(C).

"**Revised Benchmarking Report**" has the meaning given to that term in Clause 10.3(E).

"**Revised Benchmarked Price**" means in relation to the Costs of the Re-Benchmarked Services, that those costs are no lower than the lowest charges for Comparable Services within the Comparable Sample, as set out in the Revised Benchmarking Report, excluding any lowest charges for Comparable Services within the Comparable Sample which are identified as an Outlier pursuant to Clause 10.2(A)(ii)(c).

"**Revised LTO Waste Handling Services Fee**" has the meaning given to that term in Clause 24.2(A)(ii).

"**Run-phase**" means the period commencing the day after the True-Up Date and expiring on the last date on which Electrabel is licensed to operate the LTO Units under Applicable Laws.

"**Run-phase Period**" has the meaning given to that term in the CTA.

"**Safety Report**" means the safety report as defined in the operating licence for the LTO Units and as approved by Bel V (a subsidiary of FANC-AFCN).

"**Safety Requirements**" mean the regulations and standards specifically enumerated by the competent national and international authorities with jurisdiction over the operation, maintenance, and life extension of the LTO Units, including:

(A) "Nuclear Safety Standards" (being the design, construction, operation, and decommissioning standards aimed at ensuring the physical integrity and reliable performance of the LTO Units); and

(B) "Radiation Protection Measures" (being the regulations and standards that are targeted at protecting the workers, the public, and the environment from ionizing radiation, encompassing dose limits, and the monitoring and control of radioactive releases).

"**SAP**" means the Systems Applications and Products software used by Electrabel in connection with its Nuclear Operations.

"**Second Amended JDA**" has the meaning given to that term in the CTA.

"**Senior Stakeholders**" has the meaning given to that term in the CTA.

"**Services**" means the LTO Services and the O&M Services.

"**Services Fee Termination Payment**" has the meaning given to that term in Clause 24.2(A)(i)(c).

"**Shareholders' Agreement**" has the meaning given to that term in the CTA.

"Site" means in respect of:

(A) Doel 4, part of the land with reference [redacted]

(B) Tihange 3, the land with reference [redacted]

"**Spare Parts**" means the Existing Spare Parts, the New LTO Spare Parts and the First Basket Spare Parts.

"**Spare Parts Sale Period**" has the meaning given to that term in Clause 5.3(D).

"**Spare Parts Reconciliation Payment**" has the meaning given to that term in Clause 5.3(F)(ii).

"**Standard of Care**" means the degree of diligence, skill, care and prudence reasonably expected of a licensed nuclear operator engaged in the same or similar type of undertaking and under the same or similar circumstances and conditions, taking into account all applicable factors at the relevant time including, to the extent relevant:

(A) Applicable Law;

(B) applicable safety, security and technical considerations;

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

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

(E) the fact that the LTO has been required to be implemented within a substantially compressed time period for a project of that nature; and

(F) any external events or circumstances, or third party actions or omissions (including the Belgian State's or any competent authorities' breach of (i) any obligations under any Transaction Documents or (ii) Applicable Law, and including the actions or omissions of any subcontractors), in each case provided that such events, circumstances, actions or omissions are not caused by any member of the ENGIE Group and are outside of the reasonable control of the relevant member of the ENGIE Group.

"**Subcontract**" means a contract by which a Subcontractor is appointed.

"**Subcontractor**" means any person to which Electrabel subcontracts (in accordance with this Agreement) any part of its obligations under this Agreement (including any supplier) or any subcontractor or supplier engaged by any Subcontractor in connection with the performance of such obligations.

"**Subcontractor Delay LDs**" has the meaning given to that term in Clause 7.5(B)(i).

"**Subcontractor Indemnity Amount**" has the meaning given to that term in Clause 7.5(B)(iii).

"**Target Availability**" means ninety per cent (90%).

"**Target Capacity**" means:

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

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

"**Target LTO Restart Date**" has the meaning given to that term in the CTA.

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

"**Taxation Authority**" has the meaning given to that term in the CTA.

"**Technical Affiliate Services**" means the Affiliate Services supplied to Electrabel excluding: (i) the services supplied by ENGIE Global Business Support (number 0505 619 626); and (ii) all other administrative support services including information technology, human resources, financial reporting and payroll services supplied by members of the ENGIE Group in connection with Electrabel's performance of the Services under this Agreement.

"**Tendering Process**" means the tendering procedure set out in Schedule 8.

"**Term**" has the meaning given to that term in Clause 2(A).

"**Terminated LTO Unit**" has the meaning given to that term in Clause 23.4(A).

"**Termination Payment**" has the meaning given to that term in Clause 24.2(B).

"**Termination Payment Notice**" means a written notice from Electrabel to NuclearSub which satisfies the requirements of Clause 24.2(B).

"**Transaction**" has the meaning given to that term in the CTA.

"**Transaction Documents**" has the meaning given to that term in the CTA.

"**True-Up Date**" has the meaning given to that term in the CTA.

"**Type**" means a category of Spare Parts with the same unique material number.

"**Utilised Existing Spare Part**" has the meaning given to that term in Clause 5.3(A)(i).

"**Unrecovered Disallowed Costs**" has the meaning given to that term in Clause 9.6(B).

"**Updated Project Budget**" means the updated version of the Initial Project Budget prepared in accordance with Clause 11 and agreed or determined in accordance with Clause 11 of the Shareholders' Agreement.

"**VAT**" has the meaning given to that term in the CTA.

"**Volume Credit**" "means a 'volume credit' as defined in Article 4, 32° of the Phoenix Law.

"**WANO**" means the World Association of Nuclear Operators.

"**Weighted Average Index**" means the weighted average index calculated by Electrabel in accordance with Clause 11.2(C) and agreed or determined in accordance with Clause 11.

"**Wilful Misconduct**" means Gross Negligence where Electrabel has demonstrably acted with intention to commit such Gross Negligence.

"**Year**" has the meaning given to that term in the CTA.

1.2 Interpretation

The rules of construction and interpretation set out at Clause 1.2 of the CTA will apply to this Agreement.

1.3 Index

(A) If and so often as there is a change in the way in which the Health Index is calculated or compiled the Parties shall endeavour to agree what any change in the Health Index over the relevant period would have been had the Health Index continued to be calculated or compiled on the same basis as at the date of this Agreement.

(B) If it ceases to be practicable to determine amounts by reference to the Health Index, the Parties shall endeavour to agree an alternative basis for reflecting changes in amounts substantially in the same way that the Health Index would have done as at the date of this Agreement.

(C) Any Dispute arising under this Clause 1.3 may be referred for determination in accordance with the Expert Determination Procedure.

2. TERM

(A) Subject to Clause 2(B), the term of this Agreement (the "**Term**") shall commence and be effective only upon the date of Closing (the "**Effective Date**") and shall terminate on the later of the date on which:

(i) all LTO Waste complies with the Contractual Transfer Criteria;

(ii) ownership of all LTO Waste has transferred to NIRAS-ONDRAF; and

(iii) Decommissioning of both LTO Units has started,

("**Expiry Date**").

(B) All provisions of this Agreement shall have effect subject to and from Closing, other than this Clause 2(B) and Clauses 1, 19, 23.3, 28 and 29 each of which shall have effect from the date of this Agreement.

(C) Electrabel shall provide written notice to NuclearSub when the later of the dates described in Clauses 2(A)(i), 2(A)(ii) and 2(A)(iii) has occurred and provide reasonable supporting evidence as soon as reasonably practicable after such occurrence.

3. APPOINTMENT AND SERVICES

3.1 Appointment of Nuclear Operator

(A) Electrabel shall act as the sole Nuclear Operator in respect of the LTO Units and Electrabel agrees to act as Nuclear Operator in accordance with this Agreement (including all Applicable Laws).

(B) NuclearSub appoints Electrabel to undertake the Services during the Term and Electrabel accepts the appointment and agrees to undertake the Services in accordance with this Agreement.

(C) Subject to Clause 11 and Clause 9 of the Shareholders' Agreement, Electrabel shall take all decisions in respect of the operation, maintenance and other services and activities required for the safe and reliable operation of the LTO Units in its capacity as 'managing partner' under the LTO Partnership Agreement.

(D) Clause 3.1(C) shall not limit the decision-making rights agreed as between Electrabel and Luminus under the LTO Co-ownership Agreement and the LTO Partnership Agreement.

(E) Without prejudice to Electrabel's obligations to continue to act as Nuclear Operator for the Decommissioning of the LTO Units and under the LTO Co-ownership Agreement and the LTO Partnership Agreement, the appointment by NuclearSub pursuant to Clause 3.1(A) shall terminate upon the earlier of the expiry of the Term and the termination of this Agreement.

3.2 Provision of Services

(A) Electrabel shall:

(i) perform the LTO Services from and including the Effective Date until the earlier of Completion of the LTO Services and termination of the Remuneration Agreement in respect of one of the LTO Units (in which case, the LTO Services shall terminate in respect of the Terminated LTO Unit only) or both of the LTO Units in accordance with Clause 23.4(A)(i);

(ii) subject to Clause 3.2(A)(iii), perform the O&M Services in respect of each LTO Unit from and including the applicable Legal End Date until the applicable date of commencement of Decommissioning in respect of each LTO Unit; and

(iii) carry out the LTO Waste Handling Services from and including the applicable Legal End Date until the end of the Term.

(B) The Parties acknowledge that:

(i) Electrabel has carried out, or has procured the carrying out of, the JDA Services prior to the Effective Date;

(ii) Subject to Clause 3.2(E), payment for such JDA Services shall be subject to the terms and conditions of the Second Amended JDA;

(iii) Subject to Clause 9.2(D), Electrabel shall not be entitled to charge NuclearSub for a cost, fee or expense under this Agreement if and to the extent the same cost, fee or expense has already been paid to Electrabel under the Second Amended JDA and/or any other Transaction Document; and

(iv) Electrabel represents and warrants to NuclearSub that:

(a) it has carried out all JDA Devex Services in accordance with the terms of the Second Amended JDA; and

(b) it has carried out all JDA Capex Services in accordance with and subject to Clause 3.2(B)(ii), subject to the terms of this Agreement, and

NuclearSub shall, subject to Clause 25, be entitled to make a claim against Electrabel under this Agreement in respect of any failure by Electrabel to perform the JDA Devex Services in accordance with the Second Amended JDA or the JDA Capex Services in accordance with this Agreement (including, for the avoidance of doubt, any failure to perform the JDA Services or any part thereof).

(C) Subject to Clause 2(B)(ii)(b) of the Second Amended JDA, Electrabel's performance or non-performance of the Services under this Agreement shall be without prejudice to the rights and obligations of the parties under the other Transaction Documents.

(D) Electrabel shall notify NuclearSub within sixty (60) Business Days after the Effective Date of the aggregate Relevant Margin applicable to the any capital costs, fees and expenses incurred by Electrabel in the performance of the JDA Services under the Second Amended JDA ("**JDA Capex Relevant Margin Amount**") together with reasonable supporting evidence of such amount.

(E) NuclearSub shall pay Electrabel the JDA Capex Relevant Margin Amount as part of the next Net Monthly Services Fee payable under Clause 9.5.

3.3 Excluded Services

(A) Except as expressly required in this Agreement or as agreed with NuclearSub in writing after the Effective Date, Electrabel shall not be required to perform under this Agreement:

(i) the supply of fuel and any related services provided under the Fuel Supply Agreements (including, where such Fuel Supply Agreement has expired, terminated or been terminated, any replacement fuel supply agreement but excluding, for the avoidance of doubt, operational fuel treatment activities in connection with fuel pools & refuelling which are O&M Services under this Agreement);

(ii) any services or obligations provided under the Administration Services Agreement and/or the Energy Management Services Agreement (including, where any such agreement has expired, terminated or been terminated, any replacement to the relevant agreement);

(iii) without prejudice to Electrabel's obligations as Nuclear Operator and Clause 16.4 of the Implementation Agreement, any services, works, activities or obligations in respect of the Decommissioning and Dismantling of the LTO Units; and

(iv) any EBL Obligatory Investments,

(collectively the "**Excluded Services**").

(B) For the avoidance of doubt, Electrabel shall not be entitled to charge NuclearSub under this Agreement for any costs, fees and/or expenses incurred by Electrabel in the provision of the Excluded Services.

(C) NuclearSub acknowledges and agrees that Electrabel has obligations towards Luminus in relation to the operation of the LTO Units and that such obligations are governed by the LTO Partnership Agreement and the LTO Co-Ownership Agreement.

4. ELECTRABEL'S GENERAL OBLIGATIONS

4.1 Standards

(A) Subject to Clause 4.3, Electrabel shall perform the Services subject to and in accordance with this Agreement and the following (collectively, the "**Standards**"):

(i) Applicable Laws;

(ii) to the extent not constituting Applicable Laws, the Safety Requirements;

(iii) the Standard of Care;

(iv) the Permits; and

(v) the standards required by the Safety Report.

(B) 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 Standard of Care.

4.2 Electrabel's additional obligations

Electrabel shall:

(A) provide or procure all equipment and materials, and provide or procure all personnel and supervision required for the carrying out of the Services in accordance with this Agreement; and

(B) have overall and complete responsibility for project management, co-ordination and the general management of the Services,

and the performance of Clauses 4.2(A) and 4.2(B) shall be deemed to be "O&M Services" or "LTO Services" (as relevant) under this Agreement.

4.3 Conflict

If Electrabel becomes aware of any conflict in any obligation or standard in this Agreement or between any such obligation or standard and another such obligation or standard, then Electrabel shall (acting in good faith and taking into account its legal and contractual obligations) select which obligation or 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.

4.4 Electrabel Permits

(A) Electrabel shall procure and maintain all Authorisations which are required to provide the Services, excluding the NuclearSub Permits ("**Electrabel Permits**").

(B) Electrabel shall procure and maintain all permits to work and other similar Authorisations required by its employees and other personnel to participate in the provision of the Services.

(C) Electrabel shall comply with the terms of the Electrabel Permits, including taking Emergency Action to maintain the Electrabel Permits where reasonably required.

4.5 Electrabel's Representative

(A) Electrabel shall appoint a suitably qualified and experienced person to act as its designated representative for the Services ("**Electrabel's Representative**") who shall be authorised to represent Electrabel with respect to all matters concerning this Agreement and shall serve as Electrabel's single point of contact for all matters in respect of or in relation to the obligations of Electrabel under this Agreement.

(B) Electrabel shall, prior to the Effective Date, submit to NuclearSub for approval (such approval not to be unreasonably withheld or delayed) the name and particulars of the person Electrabel proposes to appoint as Electrabel's Representative.

(C) If Electrabel's Representative retires, is removed or is unable, due to illness or other circumstances, to devote the required amount of time and attention to the Services, Electrabel shall submit to NuclearSub for approval (such approval not to be unreasonably withheld or delayed) the name and particulars of a suitable replacement as soon as reasonably practicable.

5. SPARE PARTS

5.1 General

(A) Electrabel shall, as part of the Services, procure, manage, store and operate the Spare Parts, consumables, stock and tools for the LTO Units acting in accordance with the Standard of Care.

(B) Subject to its obligations to perform the Services in accordance with Clause 4.1, Electrabel may obtain and use, in the performance of the Services, refurbished or new Spare Parts as it deems appropriate.

(C) Without prejudice to Clauses 3.1(C) and 4.1(A), where there is a New LTO Spare Part and an Existing Spare Part which are the same Type of Spare Part and are available for use in connection with or installation in the LTO Units, Electrabel shall use reasonable endeavours to use the New LTO Spare Part in the performance of the Services prior to using Existing Spare Parts.

5.2 Payment for Spare Parts

(A) Subject to Clause 9.2, NuclearSub shall pay Electrabel in arrears an amount equal to the NuclearSub Proportion of:

(i) subject to Clause 5.2(B), in respect of Low Value Existing Spare Parts, the Moving Average Price of each Low Value Existing Spare Part in the Month in which it is used in connection with or installed in an LTO Unit ("**Low Value Existing Spare Parts Cost**") plus the Relevant Margin as part of the LTO

Services Fee or O&M Services Fee (as applicable) payable in accordance with Clause 9.5;

(ii) subject to Clause 5.2(B), in respect of High Value Existing Spare Parts, the Fair Market Value of each High Value Existing Spare Part in the Month in which it is used in connection with or installed in an LTO Unit ("**High Value Existing Spare Parts Cost**") plus the Relevant Margin as part of the LTO Services Fee or O&M Services Fee (as applicable) payable in accordance with Clause 9.5; and

(iii) in respect of New LTO Spare Parts, the Moving Average Price of each New LTO Spare Part in the Month in which it is used in connection with or installed in the LTO Units plus the Relevant Margin as part of the LTO Services Fee or O&M Services Fee (as applicable) payable in accordance with Clause 9.5.

(B) Electrabel shall not charge, and NuclearSub shall not be required to pay, Relevant Margin on the Existing Spare Parts Costs unless and until the aggregate amount of the Existing Spare Parts Costs exceeds one hundred million and three hundred and ninety nine thousand four hundred and eight four euros and sixty cents (€100.399.484,60) ("**Existing Spare Parts Cap**"). For the avoidance of doubt, once the Existing Spare Parts Cap has been reached, NuclearSub shall pay Electrabel Relevant Margin on the Existing Spare Parts Costs incurred in excess of the Existing Spare Parts Cap in accordance with Clause 5.2(A) and Existing Spare Parts Costs included in the Immovable Installations Amount shall count towards the Existing Spare Parts Cap.

(C) The Parties acknowledge that NuclearSub pays in advance for the First Basket Spare Parts as part of the LTO Capex through the payment of the Estimated Monthly LTO Services Fee in accordance with Clause 9.5.

(D) As part of the annual reconciliation set out in Clause 9.8, Electrabel shall:

(i) calculate with respect to the New LTO Spare Parts used in connection with or installed in the LTO Units, the amount payable by NuclearSub to Electrabel in respect of each Type of New LTO Spare Part ("**New LTO Spare Parts Reconciliation Payment**") as follows:

(U x PP) – (U x MAP) + RM x ((U x PP) – (U x MAP))

Where:

U is the number of units of the Type of New LTO Spare Parts used in connection with or installed in an LTO Unit in that Contract Year;

PP is the NuclearSub Proportion of the unit purchase price paid by Electrabel for the Type of New LTO Spare Part used;

MAP is the Moving Average Price paid by NuclearSub in respect of such Type of New LTO Spare Part;

RM is the Relevant Margin; and

(ii) notify NuclearSub of such New LTO Spare Parts Reconciliation Payment in the Annual Reconciliation Payment Statement in accordance with Clause 9.8.

(E) NuclearSub shall pay the New LTO Spare Parts Reconciliation Payment to Electrabel in accordance with Clause 9.8.

5.3 Commencement of Decommissioning

(A) Within six (6) months of the Decommissioning Date, Electrabel shall re-determine for each Type of Spare Part the quantity of New LTO Spare Parts used in connection with or installed in the LTO Units as follows:

(i) for each Existing Spare Part used in connection with or installed in the LTO Units ("**Utilised Existing Spare Part**"), if Electrabel subsequently procures New LTO Spare Part(s) of the same Type; and

(ii) if on the Decommissioning Date, there are unused New LTO Spare Parts of that Type, the Utilised Existing Spare Part will be deemed to be a New LTO Spare Part thereby reducing the number of unused New LTO Spare Parts.

The New LTO Spare Parts which have not been used in connection with or installed in the LTO Units on the Decommissioning Date, as adjusted by this Clause 5.3(A), will be the "**New LTO Spare Part Residual Stock**".

(B) If an Existing Spare Part is subsequently determined to be a New LTO Spare Part pursuant to Clause 5.3(A), such Spare Part will be treated as a New LTO Spare Part for the purposes of Clause 5.2(D) as part of the next annual reconciliation under Clause 9.8.

(C) Within six (6) months of the date of commencement of Decommissioning in respect of each LTO Unit, Electrabel shall determine which of the New LTO Spare Parts from the New LTO Spare Part Residual Stock and/or First Basket Spare Parts it wishes to retain for use in Decommissioning and shall provide written notice to NuclearSub of the same ("**Retained Spare Parts Notice**"). Electrabel shall reimburse NuclearSub for the NuclearSub Proportion of the original purchase price paid by Electrabel in respect of each First Basket Spare Part as set out in the Retained Spare Parts Notice within twenty (20) Business Days after the date of the Retained Spare Parts Notice.

(D) For a period of eighteen (18) consecutive months after the date of the last Retained Spare Sparts Notice ("**Spare Parts Sale Period**"), Electrabel shall:

(i) use reasonable endeavours to sell on the secondary market on the best available market terms any remaining New LTO Spare Parts and/or First Basket Spare Parts which are not retained by Electrabel pursuant to Clause 5.3(C); and

(ii) if no purchaser can be found for any remaining New LTO Spare Parts and/or First Basket Spare Parts, Electrabel shall scrap or otherwise dispose of such New LTO Spare Parts and/or First Basket Spare Parts.

(E) NuclearSub shall promptly and on demand reimburse Electrabel for any costs incurred by Electrabel under Clauses 5.3(D) plus the Relevant Margin thereon.

(F) Within six (6) months after the expiry of the Spare Parts Sale Period, Electrabel shall calculate:

(i) in respect of each New LTO Spare Part and First Basket Spare Part sold or scrapped or otherwise disposed of pursuant to Clause 5.3(D), the amount payable by NuclearSub to Electrabel or Electrabel to NuclearSub (as applicable) in respect of each such New LTO Spare Part and First Basket Spare Part as follows:

PP + (RM x PP) – SP

Where:

"PP" is the NuclearSub Proportion of the purchase price paid by Electrabel for such New LTO Spare Part. For the purposes of this calculation, the PP for each First Basket Spare Part co-owned by NuclearSub at the NuclearSub Proportion is deemed to be 0.

"RM" is the Relevant Margin

"SP" is the NuclearSub Proportion of the sale proceeds or scrap value (net any costs incurred to the extent not already recovered under Clause 5.3(E) and 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) actually received by Electrabel in respect of such New LTO Spare Part or First Basket Spare Part.

(ii) for each Common Spare Part sold or scrapped or otherwise disposed of pursuant to Clause 5.3(D), the amounts calculated pursuant to Clause 5.3(F)(i) shall be reduced to a pro-rata proportion based on historical usage of such Type of Common Spare Part as recorded in SAP from the first LTO Restart Date until the Decommissioning Date; and

(iii) the net amount to be paid by NuclearSub to Electrabel or Electrabel to NuclearSub (as applicable) under this Clause 5.3(F) being the aggregate of the amounts calculated pursuant to Clauses 5.3(F)(i) as adjusted by Clause 5.3(F)(ii) ("**Spare Parts Reconciliation Payment**").

(G) Electrabel shall, as soon as reasonably practicable after performing the calculations set out in Clause 5.3(F), provide written notice to NuclearSub of the Spare Parts Reconciliation Payment together with reasonable supporting evidence.

(H) If the Spare Parts Reconciliation Payment is:

(i) a positive amount, NuclearSub shall pay the Spare Parts Reconciliation Payment to Electrabel; or

(ii) a negative amount, Electrabel shall pay the Spare Parts Reconciliation Payment to NuclearSub,

no later than twenty (20) Business Days after the date of the notice provided pursuant to Clause 5.3(G).

5.4 Liability for Spare Parts

(A) Electrabel shall exercise the Standard of Care to seek to maintain any warranties and guarantees for their term provided by an original equipment manufacturer and/or product vendor (as applicable) in connection with any Spare Part(s) and shall not by its acts and/or omissions (which are in breach of the Standard of Care) reduce or void the protections provided under such warranties and guarantees.

(B) Subject to Clause 5.4(A), Electrabel's liability in respect of any claim by NuclearSub under this Agreement in relation to any Spare Part or consumable shall be limited to the NuclearSub Proportion of the net amounts actually received by Electrabel from the relevant original equipment manufacturer or product vendor (as relevant) by reference to the warranty or guarantee which has given rise to such claim after taking into account all costs in respect of pursuing the relevant claim under such warranty or guarantee and net 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.

(C) Electrabel shall enforce any claim it may have against an original equipment manufacturer or product vendor in accordance with the Standard of Care and, in the case of any Subcontractors, in accordance with Clause 7.5(A).

(D) For the avoidance of doubt, the cost incurred by Electrabel in enforcing its rights under Clause 5.4(C) shall constitute a Cost and Electrabel shall be entitled to apply the Relevant Margin thereon.

6. NUCLEARSUB'S GENERAL OBLIGATIONS

6.1 Access to site

(A) NuclearSub shall at all times ensure that Electrabel, its personnel and, on instruction of Electrabel, its Subcontractors have access to each such site and assets, including any easements and rights of way (including access to the same), which:

(i) at the Effective Date, NuclearSub owns, leases or otherwise has legal access to; or

(ii) after the Effective Date, NuclearSub acquires, takes a lease of or otherwise acquires legal access to,

in each case which is required for the performance of the Services, including the Sites.

6.2 NuclearSub's Representative

(A) NuclearSub shall appoint a suitably qualified and experienced person to act as its representative in connection with this Agreement ("**NuclearSub's Representative**") who shall be authorised to represent NuclearSub with respect to all matters concerning this Agreement and shall serve as NuclearSub's single point of contact for all matters in respect of or in relation to the obligations of NuclearSub under this Agreement.

(B) NuclearSub shall, prior to the Effective Date, submit to Electrabel for approval (such approval not to be unreasonably withheld or delayed) the name and particulars of the person NuclearSub proposes to appoint as NuclearSub's Representative.

(C) If NuclearSub's Representative retires, is removed or is unable, due to illness or other circumstances, to devote the required amount of time and attention to the Services, NuclearSub shall submit to Electrabel for approval (such approval not to be unreasonably withheld or delayed) the name and particulars of a suitable replacement as soon as reasonably practicable.

6.3 NuclearSub Permits

(A) Electrabel shall procure and maintain on behalf of NuclearSub all Authorisations and any other permits, licences and other approvals NuclearSub is obliged to obtain pursuant to Applicable Law or this Agreement ("**NuclearSub Permits**"). Electrabel's performance of this Clause 6.3(A) shall be deemed to be an "LTO Service" or "O&M Service" (as relevant) under this Agreement.

(B) NuclearSub shall provide to, or notify Electrabel of, the NuclearSub Permits and other documents and information related to the Services to the extent necessary for the performance of the Services in accordance with this Agreement.

(C) To the extent that such NuclearSub Permits have been notified to Electrabel prior to the date of this Agreement, Electrabel shall be deemed to have a full knowledge of and shall comply with its obligations in this Agreement in relation to the same, from the date of this Agreement.

(D) NuclearSub shall co-operate with and use its reasonable endeavours to assist Electrabel in the procurement of the Electrabel Permits.

6.4 Remuneration Agreement

NuclearSub shall not make any amendment to the Remuneration Agreement which will impact the Agreement (including the obligations of Electrabel under the Agreement) without the prior written consent of Electrabel.

7. LTO SERVICES

7.1 Joint Objective

(A) The Parties agree to use their reasonable endeavours to achieve the Joint Objective.

(B) Notwithstanding any other provision of this Agreement, the Parties agree that achievement of the Joint Objective continues to be subject to applicable regulatory, technical, operational and safety conditions (including the Permits and Applicable Laws), in particular in relation to:

(i) fuel supply, and in particular the timely delivery of sufficient supplies of nuclear fuel and components:

(a) prior to Planned Outages in respect of the LTO Units; and

(b) prior to either LTO Restart Date;

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

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

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

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

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

(C) Subject to Clause 7.3(D), the Parties agree that, in circumstances where the LTO Restart Date cannot be achieved in respect of one or both LTO Units by the Target LTO Restart Date because the conditions in Clause 7.1(B) cannot be met, the Parties shall nevertheless use their reasonable endeavours to achieve the LTO Restart Date in respect of such LTO Unit(s) as soon as reasonably practicable thereafter and shall, if and to the extent necessary, seek to agree any modifications to this Agreement to the extent solely required to reflect the same.

7.2 LTO Restart and Completion

(A) Electrabel shall, no later than the Business Day following the first date after an LTO Unit's Legal End Date on which the relevant LTO Unit injects electricity onto the high-voltage grid (such date being the relevant LTO Unit's "**First Power Date**"), notify NuclearSub of the date and occurrence of that First Power Date.

(B) The LTO Restart Date in respect of an LTO Unit will occur on the first date following the applicable Legal End Date that the following conditions have been satisfied in respect of that LTO Unit:

(i) the LTO Unit is connected to the grid, as declared by Electrabel in accordance with its obligations under REMIT;

(ii) following ramp-up to a nominal power capacity of not less than eighty-five per cent (85%) of the Target Capacity of the relevant LTO Unit, has maintained stable operations for a period of at least ninety-six (96) hours at a nominal power capacity of not less than eighty-five per cent (85%) of the Target Capacity (as measured by the LTO Unit instrumentation in accordance with good industry practice); and

(iii) Electrabel, in its capacity as Nuclear Operator, has obtained all such approvals from FANC-AFCN as are necessary to restart the LTO Unit as contemplated in Clauses 7.2(B)(i) and 7.2(B)(ii).

(C) Electrabel shall provide written notice to NuclearSub stating that the LTO Restart Date for each LTO Unit has occurred and which is signed by the 'Site Manager' of the relevant LTO Unit as soon as reasonably practicable after the requirements for the LTO Restart Date in respect of an LTO Unit (as set out in Clause 7.2(B)) have been satisfied, together with reasonable supporting evidence of the same.

(D) If, when the LTO Restart Date is achieved for an LTO Unit, the nominal power capacity in respect of that LTO Unit is at or above eighty-five per cent (85%) of the applicable Target Capacity but less than one hundred per cent (100%) of the applicable Target Capacity, Electrabel shall provide an explanation in writing to NuclearSub as to why the nominal power capacity was below one hundred per cent (100%) of the applicable Target Capacity at such time ("**Shortfall Notice**").

(E) If Electrabel provides a Shortfall Notice in respect of an LTO Unit pursuant to Clause 7.2(D), Electrabel shall use reasonable endeavours to ensure that the nominal power capacity in respect of that LTO Unit is increased to one hundred per cent (100%) of the applicable Target Capacity provided that Electrabel shall have no liability to NuclearSub for any failure to achieve or maintain the Target Capacity in respect of an LTO Unit. For the avoidance of doubt, this Clause 7.2(E) is without prejudice to Electrabel's liability for Availability Damages pursuant to Clause 17.1.

(F) Completion of the LTO Services will occur when the following conditions have been satisfied in respect of both LTO Units (or if the Remuneration Agreement has terminated in respect of one LTO Unit pursuant to Clause 15 of the Remuneration Agreement, the remaining LTO Unit ("**Remaining LTO Unit**")):

(i) the actions set out in the Global Action List for both LTO Units or the Remaining LTO Unit (as applicable) (including safety and non-safety related actions) have been completed by Electrabel (or waived in writing by FANC-AFCN);

(ii) the 'PSR LTO Implementation Report' has been submitted to FANC-AFCN summarising the implementation status of the GAL Safety Commitments by Electrabel; and

(iii) formal confirmation has been received by Electrabel from FANC-AFCN that the GAL Safety Commitments have been completed (or are waived) and that there are no open questions or actions remaining.

(G) Electrabel shall provide written notice to NuclearSub stating that Completion of the LTO Services has occurred, together with reasonable supporting evidence, as soon as reasonably practicable after the requirements for the Completion of the LTO Services (as set out in Clause 7.2(F)) have been satisfied.

(H) If a notice provided pursuant to Clause 7.2(G) is Disputed by NuclearSub, NuclearSub must notify Electrabel within five (5) Business Days together with an explanation of why it considers Completion of the LTO Services has not occurred. If the Parties do not agree that Completion of the LTO Services has occurred within five (5) Business Days of NuclearSub's notice under this Clause 7.2(H), either Party may refer the Dispute for determination in accordance with the Expert Determination Procedure.

7.3 Delay

(A) If it becomes apparent that the achievement of the LTO Restart Date will be or is likely to be delayed beyond, or further beyond, the Target LTO Restart Date, Electrabel shall give written notice of the delay to NuclearSub giving reasonable particulars thereof and an estimate of the extent of the expected delay to the LTO Services via the Operational Liaison Committee.

(B) Electrabel shall use reasonable endeavours to prevent or mitigate the effects of any delay in the progress of the LTO Services.

(C) Electrabel shall give such further notices and information in relation to the delay as may reasonably be required by NuclearSub from time to time.

(D) Subject to Clause 7.5(B)(i) and without prejudice to Clause 20(I) in respect of any defects that may be associated with the delay, Electrabel shall have no liability to NuclearSub for any failure to achieve the Target LTO Restart Date in respect of an LTO Unit or Completion of the LTO Services or for any delay in the LTO Restart Date in respect of an LTO Unit or Completion of the LTO Services including, for the avoidance of doubt, for any breach of Clause 20(G).

7.4 Defects

(A) Electrabel shall remedy any Defects that it identifies in the Services as soon as is reasonably practicable and in accordance with the Standard of Care provided that, in either case, Electrabel shall be obliged to remedy Defects under this Clause 7.4(A) only if the relevant Defect is capable of remedy and to do so is of a more than immaterial benefit to the LTO Units (determined in accordance with the Standard of Care).

(B) Electrabel shall use reasonable endeavours to co-ordinate the carrying out of any remediation works under 7.4(A) with the performance of the O&M Services, with a view to minimising and/or mitigating the financial impact of such remediation works.

(C) If the Defect cannot be remedied expeditiously on the relevant Site, Electrabel may at its own risk remove from the Sites for the purposes of repair such items of plant or equipment as are defective or damaged.

(D) Without prejudice to Clauses 7.5, 9.6, 12,17, 20(G) and 20(I):

(i) in respect of any Defect in relation to works, goods and/or services provided or performed by a Subcontractor, Electrabel's liability in respect of such Defects shall be limited to any Net Recovered Amount payable by Electrabel in respect of that Defect under Clause 7.5(B)(ii); and

(ii) NuclearSub's remedies under this Clause 7.4 shall be in place of, and to the exclusion of, any other remedy under this Agreement or at law in relation to any error or defect in the Services or any failure of the Services to comply with this Agreement.

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8. EMERGENCIES AND NOTICES

(A) Electrabel shall take such action as it determines necessary in relation to responding to an Emergency ("**Emergency Action**").

(B) Electrabel shall provide NuclearSub with a copy of each nuclear safety incident report and each other report or notification (including each report which relates to an Emergency) which are provided to FANC-AFCN or an environmental authority within five (5) Business Days of such report being provided to FANC-AFCN or such environmental authority.

(C) Services under this Clause 8 shall form part of the Services.

9. FEES AND PAYMENT

9.1 Payments as consideration and entitlement to fees

(A) Subject to Clause 9.2, in consideration of Electrabel undertaking to perform the Services, and in accordance with Clauses 9.3 to 9.10 (inclusive), NuclearSub shall pay to Electrabel:

(i) from the Effective Date, the LTO Services Fee in consideration for the provision of the LTO Services, as provided for in this Clause 9; and

(ii) from the first applicable Legal End Date the O&M Services Fee, the LTO Waste Handling Services Fee and the Provisioned LTO Waste VAF in consideration for the provision of the O&M Services, as provided for in this Clause 9.

(B) Without prejudice to Clauses 9.6 and 12 and subject to Clause 9.2, the Parties acknowledge and agree that all costs, fees and expenses incurred by Electrabel in connection with the provision of the Services shall be recovered through payment of the LTO Services Fee, the O&M Services Fee, the LTO Waste Handling Services Fee and the Provisioned LTO Waste VAF. For the avoidance of doubt, this Clause shall not entitle Electrabel to recover any costs, fees and expenses which are not incurred in connection with the provision of the Services.

(C) NuclearSub shall pay to Electrabel any interest calculated in accordance with Clause 9.11 and payable by NuclearSub.

9.2 LTO Equipment

(A) Without prejudice to Clause 9.2(D) and notwithstanding Clauses 9.3, 9.4, 9.5, 9.7 and 9.8, Electrabel shall not charge and NuclearSub shall not be required to pay any Fees in respect of the purchase of LTO Equipment prior to the Accounts Date under this Agreement.

(B) Electrabel shall, from the Effective Date to the Accounts Date (the "**Pre-Demerger Period**"):

(i) maintain a register of all LTO Equipment purchased in the performance of the LTO Services, the O&M Services and the JDA Services ("**LTO Equipment Register**"); and

(ii) record in the LTO Equipment Register each piece of LTO Equipment which is installed and incorporated in the LTO Units in the performance of the Services (whereby such piece of LTO Equipment becomes immovable by accession (*accession/natrekking*) and therefore increases the value of the land and/or buildings of the LTO Units) prior to the Accounts Date ("**Immovable Installations**"). The Immovable Installations will also include the 'Pre-Closing Immovable Installations' as defined in the Second Amended JDA.

(C) Within ten (10) Business Days after the Accounts Date, Electrabel shall:

(i) calculate:

(a) the total Costs plus Relevant Margin in respect of the LTO Equipment (excluding New LTO Spare Parts) purchased under the Second Amended JDA or during the Pre-Demerger Period under this Agreement and not installed and incorporated in the LTO Units prior to the Accounts Date ("**Pre-Demerger LTO Equipment Amount**"); and

(b) the total Costs plus Relevant Margin in respect of the Immovable Installations ("**Immovable Installations Amount**"); and

(ii) notify NuclearSub of the Pre-Demerger LTO Equipment Amount and the Immovable Installations Amount together with reasonable supporting information in respect of such calculations.

(D) NuclearSub shall pay Electrabel the Pre-Demerger LTO Equipment Amount as part of the next Net Monthly Services Fee payable under Clause 9.5 after the Demerger Effective Date.

9.3 LTO Services Fee

(A) The LTO Services Fee shall be paid monthly in advance.

(B) For each Month, Electrabel shall prior to the commencement of that Month calculate an estimated LTO Services Fee for that Month by:

(i) estimating in good faith the LTO Costs to be incurred in that Month (including by taking into account any overspend or underspend of LTO Costs from previous Months as compared to what had been estimated as part of the calculation of the relevant Estimated Monthly LTO Services Fee for the relevant Month); and

(ii) applying the Relevant Margin,

(an "**Estimated Monthly LTO Services Fee**"), with the intent that Electrabel should be put in funds by NuclearSub in advance of it incurring LTO Costs.

9.4 O&M Services Fee

(A) In relation to the O&M Services Fee:

(i) the Operating Costs Fee will be payable in equal monthly instalments in advance and shall be based on the budgeted annual amount for the Operating Costs Fee for the relevant year set out in the relevant Annual O&M Budget (the "**Estimated Monthly Operating Costs Fee**");

(ii) Subject to Clause 9.4(B), the Recurring Capital Costs Fee will be payable:

(a) in respect of Recurring Capital Costs to be incurred in connection with the Annual Planned Outage, in five (5) equal and consecutive monthly instalments, with the first instalment being payable one (1) month prior to the commencement of the Annual Planned Outage, and shall be based on the budgeted amount for the Recurring Capital Costs Fee for the relevant Annual Planned Outage set out in the relevant Annual O&M Budget ("**Planned Outages Recurring Capital Costs Fee**"); and

(b) in respect of all other Recurring Capital Costs, in equal monthly instalments in advance and shall be based on the budgeted amount for the Recurring Capital Costs Fee (excluding the Planned Outages Recurring Capital Costs Fee) for the relevant year set out in the relevant Annual O&M Budget (the "**Estimated Monthly Recurring Capital Costs Fee**");

(iii) for each Month, Electrabel shall prior to the commencement of that Month calculate an estimated Non-Recurring LTO Capital Costs Fee for that Month by:

(a) estimating in good faith the Non-Recurring LTO Capital Costs to be incurred in that Month (including by taking into account any overspend or underspend of Non-Recurring LTO Capital Costs from previous Months as compared to what had been estimated as part of the calculation of the relevant Estimated Monthly Non-Recurring LTO Capital Costs Fee for the relevant Month); and

(b) applying the Relevant Margin,

(the "**Estimated Monthly Non-Recurring LTO Capital Costs Fee**"), with the intent that Electrabel should be put in funds by NuclearSub in advance of it incurring Non-Recurring LTO Capital Costs.

(B) If Electrabel considers that the Recurring Capital Costs payable in any Month will exceed the Estimated Monthly Recurring Capital Costs Fee by more than one million euros (€1,000,000) such that Electrabel has not been put in funds to satisfy its payment obligations in respect of Recurring Capital Costs (taking into account any underspend and overspend of Recurring Capital Costs in previous Months), then Electrabel may amend, by notice to NuclearSub served prior to or with the Monthly Statement for that Month, the amount of the Estimated Monthly Recurring Capital Costs Fee for that Month.

9.5 Monthly Statement

(A) Electrabel shall, no earlier than ten (10) Business Days prior to the commencement of that Month (or, in respect of the Month in which the Effective Date occurs, on the Effective Date), submit to NuclearSub a statement setting out (a "**Monthly Statement**"):

(i) the Estimated Monthly LTO Services Fee for that Month, accompanied by a statement detailing the calculation it made by Electrabel in accordance with Clause 9.3(B), together with reasonable supporting documentation;

(ii) the Estimated Monthly Operating Costs Fee;

(iii) the Planned Outages Recurring Capital Costs Fee;

(iv) the Estimated Monthly Recurring Capital Costs Fee;

(v) the Estimated Monthly Non-Recurring LTO Capital Costs Fee, accompanied by a statement detailing the calculation of it made by Electrabel in accordance with Clause 9.4(A)(iii), together with reasonable supporting documentation;

(vi) the Monthly Provisioned LTO Waste VAF;

(vii) the Monthly LTO Waste Handling Services Fee;

(together the "**Estimated Monthly Service Fee**");

(viii) any Budget Balancing Payments payable by Electrabel to NuclearSub under Clause 11.6(E)(iii)(d)(1) ;

(ix) any Budget Balancing Payments payable by NuclearSub to Electrabel under Clause 11.6(E)(iii)(d)(2);

(x) any JDA Capex Relevant Margin Amount payable by NuclearSub to Electrabel under Clause 3.2(E);

(xi) any Pre-Demerger LTO Equipment Amount payable by NuclearSub to Electrabel under Clause 9.2(D); and

(xii) the net amount to be paid by Electrabel to NuclearSub or by NuclearSub to Electrabel (as applicable) calculated by deducting (viii) from the Estimated Monthly Service Fee plus (ix), (x), and (xi) (the "**Net Monthly Services Fee**").

(B) If the Net Monthly Services Fee is:

(i) a positive amount, NuclearSub shall pay the Net Monthly Services Fee to Electrabel; or

(ii) a negative amount, Electrabel shall pay the Net Monthly Services Fee to NuclearSub,

specified in the Monthly Statement no later than ten (10) Business Days after the date of submission of the Monthly Statement.

(C) NuclearSub or Electrabel (as applicable) shall pay the Net Monthly Services Fee in accordance with Clause 9.5(B) in full notwithstanding any Dispute in respect of any amount set out in the Monthly Statement.

(D) If an amount in a Monthly Statement is Disputed by NuclearSub, NuclearSub may refer the Dispute for determination in accordance with the Expert Determination Procedure as part of the annual reconciliation in accordance with Clause 9.8(D).

9.6 Disallowed Costs

(A) In respect of each Contract Year, Electrabel shall, in accordance with Clause 9.8, reimburse NuclearSub an amount equal to any Disallowed Costs plus the Relevant Margin charged on such Disallowed Costs, less any amount that has been paid to NuclearSub under Clause 7.5(B) in respect of those Disallowed Costs. Any Dispute with respect to whether any Cost constitutes a Disallowed Cost may be referred to expert determination in accordance with Clause 9.8(D).

(B) If and to the extent the full amount of any such Disallowed Costs are not recoverable under Clause 9.6(A) as a result of the application of the Annual Cap or the Aggregate Cap ("**Unrecovered Disallowed Costs**"), then Electrabel shall, in accordance with Clause 9.8, reimburse NuclearSub an amount equal to the Relevant Margin it received from NuclearSub on the Unrecovered Disallowed Costs (but not, for the avoidance of doubt, the Unrecovered Disallowed Costs).

9.7 O&M Services Fee and LTO Services Fee reconciliation

(A) After the end of each Contract Year and as part of the preparation of the Annual Reconciliation Payment Statement, Electrabel shall calculate:

(i) the aggregate Estimated Monthly Operating Costs Fees;

(ii) the aggregate Estimated Monthly Recurring Capital Costs Fees;

(iii) the aggregate Planned Outages Recurring Capital Costs Fees;

(iv) the aggregate Estimated Monthly Non-Recurring LTO Capital Costs Fees,

in each case paid by NuclearSub to Electrabel in respect of that Contract Year (the aggregate amount of (i) to (iv), being the "**O&M Services Fee Paid**");

(v) the actual Operating Costs Fees for that Contract Year;

(vi) the actual Recurring Capital Costs Fees for that Contract Year; and

(vii) the actual Non-Recurring LTO Capital Costs Fees for that Contract Year;

in each case based on the actual Costs incurred and taking into account Clause 12.1 (the aggregate of (v) to (vii) (inclusive) being the "**O&M Services Fee Incurred**"); and

(viii) the amount calculated by deducting the O&M Services Fee Incurred from the O&M Services Fee Paid (the "**Annual O&M Services Fee Reconciliation Payment**").

(B) After Completion of the LTO Services, and as part of the preparation of the LTO Services Reconciliation Statement, Electrabel shall calculate:

(i) the aggregate Estimated Monthly LTO Services Fees paid by NuclearSub to Electrabel under this Agreement (the "**LTO Services Fee Paid**");

(ii) the actual LTO Services Fee, based on the actual Costs incurred and taking into account Clause 12.1 ("**LTO Services Fee Incurred**"); and

(iii) the amount calculated by deducting the LTO Services Fee Incurred from the LTO Services Fee Paid (the "**LTO Services Fee Reconciliation Payment**").

9.8 Annual Reconciliation Payment

(A) On or before 1 April in each Contract Year, Electrabel shall prepare and submit to NuclearSub an annual reconciliation statement which sets out for the preceding Contract Year ("**Annual Reconciliation Payment Statement**"):

(i) the Annual O&M Services Fee Reconciliation Payment (including the constituent elements of the calculation of that amount as set out at 9.7(A) together with reasonable supporting evidence of each relevant category of Cost set out in the Assumption Book which comprises the O&M Services Fees Incurred) which, for the avoidance of doubt, may be a positive or a negative amount;

(ii) the O&M Costs Overrun Payment (if any) payable by Electrabel (including the constituent elements of the calculation of that amount and reasonable supporting evidence for such constituent elements);

(iii) any amounts payable by Electrabel under Clause 9.6(A) or Clause 9.6(B) ("**Disallowed Costs Reimbursement Amounts**");

(iv) any Availability Damages payable by Electrabel in accordance with Clause 17.1(A);

(v) any Minimum Payment Margin Reimbursement Amount payable by Electrabel in accordance with Clause 17.3(C);

(vi) any Subcontractor Delay LDs and/or Net Recovered Amount and/or Subcontractor Indemnity Amounts payable by Electrabel under Clause 7.5(B) and/or Net Proceeds Amount payable by Electrabel under Clause 16.5;

(vii) the LTO Waste VAF Reconciliation Payment payable by Electrabel (in which case, it will be a positive figure) or NuclearSub (in which case it will be a negative figure) (as applicable) under Clause 9.10(D);

(viii) any New LTO Spare Parts Reconciliation Payment payable by NuclearSub under Clause 5.2(E); and

(ix) the net amount to be paid by Electrabel to NuclearSub or by NuclearSub to Electrabel (as applicable) being the aggregate amount of (i) to (vii) (inclusive) less (viii) (the "**Annual Reconciliation Payment**").

(B) If the Annual Reconciliation Payment is a positive amount, Electrabel shall pay the Annual Reconciliation Payment to NuclearSub. If the Annual Reconciliation Payment is a negative amount, NuclearSub shall pay the Annual Reconciliation Payment to Electrabel.

(C) NuclearSub or Electrabel (as applicable) shall pay the undisputed portion of the Annual Reconciliation Payment for the relevant Contract Year to Electrabel or NuclearSub (as applicable) no later than twenty (20) Business Days after the date of submission of the Annual Reconciliation Payment Statement.

(D) If an amount in the Annual Reconciliation Payment Statement or a Monthly Statement is Disputed by NuclearSub (including as to whether any Cost in that Contract Year constitutes a Disallowed Cost), NuclearSub may, within twenty (20) Business Days of submission of the Annual Reconciliation Payment Statement, request reasonable supporting evidence for any items in the Annual Reconciliation Payment Statement that are Disputed, which shall be provided by Electrabel to NuclearSub within twenty (20) Business Days of such request. If, within twenty (20) days of receipt of the requested information, the Parties have not resolved the Dispute, then such Dispute may be referred by either Party for determination in accordance with the Expert Determination Procedure. Save in the event of fraud and/or Wilful Misconduct, any items which are not referred at such time for determination in accordance with this Clause 9.8(D) will be final and cannot be disputed later.

(E) An Expert Determination on an Annual Reconciliation Payment Statement shall be binding on the Parties in respect of that Annual Reconciliation Payment Statement only and any adjustments required to be made to the Annual Reconciliation Payment Statement shall be limited to that Annual Reconciliation Payment Statement.

(F) If, following a determination in accordance with the Expert Determination Procedure, any adjustment is required to be made to such Annual Reconciliation Payment Statement, then Electrabel shall issue a new Annual Reconciliation Payment Statement and the relevant balancing payment shall be made by Electrabel or NuclearSub (as appliable) within twenty (20) Business Days after issuance of the new Annual Reconciliation Payment Statement.

9.9 LTO Services Reconciliation

(A) Within sixty (60) Business Days of Completion of the LTO Services, Electrabel shall prepare and submit to NuclearSub a statement setting out (the "**LTO Services Reconciliation Statement**"):

(i) the LTO Services Fee Reconciliation Payment (including the constituent elements of the calculation of that amount as set out at Clause 9.7(B) and together with reasonable supporting evidence of each relevant category of Cost set out in the Assumption Book which comprises the LTO Services Fees Incurred) which, for the avoidance of doubt, may be a positive or a negative amount;

(ii) the LTO Capex Overrun Payment (if any) (including the constituent elements of the calculation of that amount, including any Availability Damages LTO, and reasonable supporting evidence for such constituent elements) payable by Electrabel; and

(iii) any amounts to be reimbursed by NuclearSub to Electrabel in accordance with Clause 25.1(C),

the "**LTO Services Completion Payment**" being the sum of (i) and (ii) less (iii) above plus, where applicable, any amounts to be paid by Electrabel to NuclearSub in accordance with Clause 25.1(C).

(B) If the LTO Services Completion Payment is:

(i) a positive amount, Electrabel shall pay the undisputed portion of the LTO Services Fee Reconciliation Payment to NuclearSub; or

(ii) a negative amount, NuclearSub shall pay the undisputed portion of the LTO Services Fee Reconciliation Payment to Electrabel,

specified in the LTO Services Reconciliation Statement no later than twenty (20) Business Days after the date of submission of the LTO Services Reconciliation Statement.

(C) If an amount in the LTO Services Reconciliation Statement is Disputed by NuclearSub, NuclearSub may request reasonable supporting evidence for any items in the LTO Services Reconciliation Statement that are Disputed, which shall be provided by Electrabel to NuclearSub as soon as reasonably practicable following receipt of such request. If, within twenty (20) days of receipt of the requested information, the Parties have not resolved the Dispute, then such Dispute may be referred by either Party for determination in accordance with the Expert Determination Procedure.

(D) If, following a determination in accordance with the Expert Determination Procedure, any adjustment is required to be made to such LTO Services Reconciliation Statement, then Electrabel shall issue a new LTO Services Reconciliation Statement and the relevant balancing payment shall be made by Electrabel or NuclearSub (as appliable) within twenty (20) Business Days after issuance of the new LTO Services Reconciliation Statement.

9.10 LTO Waste

(A) On or before 31 October in each Contract Year from the first Legal End Date until the Contract Year in which the last LTO Waste Package is produced, Electrabel shall, acting in accordance with the Standard of Care, calculate an amount to set aside as a provision for the anticipated LTO Waste Volume Adjustment Fee payable, based on the estimated number of LTO Waste Packages and corresponding Volume Credits and Compliance Credits that will result from the future treatment and conditioning of the anticipated LTO Waste to be produced in the next Contract Year and including reasonable contingency and indexation (and for the avoidance of doubt the Parties acknowledge that the treatment and conditioning of such LTO Waste may occur in any future Contract Year) and such amount will reflect the principle that Electrabel shall recover all LTO Waste Volume Adjustment Fees prior to the expiry of the Availability Period) ("**Provisioned LTO Waste VAF**"). Electrabel shall provide written notice to NuclearSub of the Provisioned LTO Waste VAF no later than 31 October in the relevant Contract Year as part of the relevant Annual O&M Budget provided in accordance with Clause 11.4(B).

(B) The Provisioned LTO Waste VAF will be payable in equal monthly instalments in advance from and including the LTO Restart Date until the expiry of the Availability Period ("**Monthly Provisioned LTO Waste VAF**") and in accordance with Clause 9.5. The Provisioned LTO Waste VAF calculated pursuant to Clause 9.10(A) for the period prior to the LTO Restart Date will become payable in accordance with this Clause 9.10(B) from the LTO Restart Date.

(C) After the end of each Contract Year from the LTO Restart Date until the Contract Year in which the last LTO Waste is produced, Electrabel shall calculate as part of the preparation of the Annual Reconciliation Payment Statement:

(i) the aggregate Provisioned LTO Waste VAF paid in that Contract Year;

(ii) the LTO Waste Volume Adjustment Fee payable by NuclearSub to Electrabel in respect of the estimated number of LTO Waste Packages resulting from the treatment and conditioning of the actual volumes of LTO Waste produced in that Contract Year; and

(iii) the net amount to be paid by Electrabel to NuclearSub or by NuclearSub to Electrabel (as applicable) calculated by deducting (ii) from (i) ("**LTO Waste VAF Reconciliation Payment**").

(D) If the LTO Waste VAF Reconciliation Payment is:

(i) a positive amount, Electrabel shall pay the LTO Waste VAF Reconciliation Payment to NuclearSub; or

(ii) a negative amount, NuclearSub shall pay the LTO Waste VAF Reconciliation Payment to Electrabel,

in each case in accordance with Clause 9.8.

(E) On or before 31 October in each Contract Year from the first Legal End Date and upon termination of this Agreement, Electrabel shall, acting in accordance with the Standard of Care, calculate an amount to set aside as a provision for the anticipated future LTO Waste Handling Costs ("**Provisioned LTO Waste Handling Costs**") to be incurred by Electrabel plus the Relevant Margin until the Expiry Date (such amount will reflect the principle that Electrabel shall recover prior to the expiry of the Availability Period all actual and anticipated LTO Waste Handling Costs incurred or to be incurred until the Expiry Date plus the Relevant Margin in respect of each LTO Unit) ("**LTO Waste Handling Services Fee**").

(F) In determining the LTO Waste Handling Services Fee, Electrabel shall take into account:

(i) the LTO Waste Handling Costs incurred to date and the anticipated future LTO Waste Handling Costs (including reasonable contingency and indexation); and

(ii) the volume of LTO Waste produced to date and the volume of LTO Waste anticipated to be produced throughout the Term.

(G) The LTO Waste Handling Services Fee will be payable in equal monthly instalments in advance from and including the applicable Legal End Date until the expiry of the Availability Period ("**Monthly LTO Waste Handling Services Fee**") in accordance with Clause 9.5. For the avoidance of doubt, the Parties acknowledge that Electrabel will continue to incur LTO Waste Handling Costs after the expiry of the Availability Period and NuclearSub shall pay for such LTO Waste Handling Costs plus the Relevant Margin as part of the Operating Costs Fee, Recurring Capital Costs Fee or the Non-Recurring LTO Capital Costs Fee (as applicable) in accordance with Clause 9.5 or, to the extent not recovered as part of the Estimated Monthly Services Fee, in accordance with the reconciliation process under Clause 9.10(I).

(H) Electrabel shall provide written notice to NuclearSub of the LTO Waste Handling Services Fee calculated pursuant to Clause 9.10(E), together with reasonable supporting evidence (including the relevant assumptions used for the purposes of the calculation) no later than 31 October in the relevant Contract Year as part of the relevant Annual O&M Budget provided in accordance with Clause 11.4(B) or as part of the Termination Payment Notice (as applicable).

(I) Within one hundred and twenty (120) Business Days after the Expiry Date, Electrabel shall prepare and submit to NuclearSub a statement setting out ("**LTO Waste Handling Services Reconciliation Statement**"):

(i) the aggregate LTO Waste Handling Services Fee paid by NuclearSub to Electrabel under this Agreement (excluding any Disallowed Costs reimbursed in respect of LTO Waste Handling Services) (the "**LTO Waste Handling Services Fee Paid**");

(ii) the actual LTO Waste Handling Costs incurred (excluding any Disallowed Costs reimbursed in respect of LTO Waste Handling Services and any LTO Waste

Costs recovered via payment of the Monthly Services Fee) plus the Relevant Margin ("**LTO Waste Services Handling Fee Incurred**"); and

(iii) (to the extent such amounts relate to the LTO Waste Handling Services and have not already been included in an Annual Reconciliation Payment Statement pursuant to Clause 9.8) any Net Recovered Amount and/or Subcontractor Indemnity Amounts payable by Electrabel under Clause 7.5(B)and/or Net Proceeds Amount payable by Electrabel under Clause 16.5,

the net amount to be paid by Electrabel to NuclearSub or by NuclearSub to Electrabel (as applicable) being (i) less the sum of (ii) and (iii) (the "**LTO Waste Handling Services Fee Reconciliation Payment**").

(J) If the LTO Waste Handling Services Reconciliation Payment is:

(i) a positive amount, Electrabel shall pay the undisputed portion of the LTO Waste Handling Services Fee Reconciliation Payment to NuclearSub; or

(ii) a negative amount, NuclearSub shall pay the undisputed portion of the LTO Waste Handling Services Fee Reconciliation Payment to Electrabel,

specified in the LTO Waste Handling Services Reconciliation Statement no later than twenty (20) Business Days after the date of submission of the LTO Waste Handling Services Reconciliation Statement.

(K) If an amount in the LTO Waste Handling Services Reconciliation Statement is Disputed by NuclearSub, NuclearSub may request reasonable supporting evidence for any items in the LTO Waste Handling Services Reconciliation Statement that are Disputed, which shall be provided by Electrabel to NuclearSub as soon as reasonably practicable following receipt of such request. If, within twenty (20) days of receipt of the requested information, the Parties have not resolved the Dispute, then such Dispute may be referred by either Party for determination in accordance with the Expert Determination Procedure.

(L) If, following a determination in accordance with the Expert Determination Procedure, any adjustment is required to be made to such LTO Waste Handling Services Reconciliation Statement, then Electrabel shall issue a new LTO Waste Handling Services Reconciliation Statement, and the relevant balancing payment shall be made by Electrabel or NuclearSub (as appliable) within twenty (20) Business Days after issuance of the new LTO Waste Handling Services Reconciliation Statement.

(M) Subject to Clause 9.6, NuclearSub shall promptly and on demand reimburse Electrabel for any costs, fees and expense incurred by Electrabel in rectifying any defects in the LTO Waste Package as required by the Conditioning Guarantee plus the Relevant Margin thereon. For the avoidance of doubt, any defect in an LTO Waste Package which requires rectification under the Conditioning Guarantee shall be deemed to be and shall be treated as a 'Defect' under this Agreement.

(N) Clauses 9.10(A) to 9.10(E) (inclusive) and 9.10(I) to 9.10(M) (inclusive) shall continue to apply after the expiry of the Term or termination of this Agreement.

9.11 Interest

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.

9.12 Use of funds

Electrabel agrees that where NuclearSub has paid monies in respect of LTO Waste Handling Costs under this Agreement, which have been provisioned to be, but have not yet been, incurred in accordance with Clause 9.10(E), it shall use such monies to pay LTO Waste Handling Costs as and when LTO Waste Handling Costs are actually incurred (but for the avoidance of doubt is not required to isolate such monies in a separate bank account or otherwise legally ringfence such monies).

10. BENCHMARKING

10.1 Request for Benchmark Review

(A) NuclearSub may, by written notice to Electrabel, request that Electrabel appoint a Benchmarker to carry out a Benchmark Review of any Technical Affiliate Services being provided by Electrabel (such notice to specify which Technical Affiliate Services should be benchmarked), provided that:

(i) NuclearSub may request the first Benchmark Review on or around Closing;

(ii) NuclearSub may not request:

(a) more than three (3) subsequent Benchmark Reviews over the Term; and

(b) a new Benchmark Review within twelve (12) Months of the date of a Benchmarking Report or a Revised Benchmarking Report.

(B) The purpose of a Benchmark Review is to determine whether the prices being charged for the Benchmarked Services are Comparable Prices.

(C) The Parties acknowledge that it may not be possible for the Benchmarker to determine Comparable Services or a Comparable Sample (including as a result of Electrabel exercising its rights pursuant to Clause 10.2(A)(ii)(b)) and, as a result, whether the prices being charged for the Benchmarked Services are Comparable Prices. The Parties agree that:

(i) Electrabel may, within thirty (30) days of receipt of a written notice pursuant to Clause 10.1(A), provide written notice to NuclearSub stating that it considers (acting reasonably) there are no Comparable Services and/or Comparable Sample; and

(ii) if Electrabel provides a notice pursuant to Clause 10.1(C)(i), Electrabel shall not be required to complete the Benchmark Review and such Benchmark Review shall not count towards the limit set out in Clause 10.1(A)(ii)(a) or 10.1(A)(ii)(b).

(D) Electrabel shall charge NuclearSub for Affiliate Services (excluding Technical Affiliate Services) supplied to Electrabel on substantially the same basis as such services are charged to other members of the ENGIE Group.

10.2 Appointment of a Benchmarker

(A) Subject to Clause 10.1(C), Electrabel shall within ninety (90) days of receipt of a written notice pursuant to Clause 10.1(A):

(i) subject to the prior written approval of NuclearSub (such approval not to be unreasonably withheld), appoint a suitably qualified and experienced independent third party to act as Benchmarker; and

(ii) instruct the Benchmarker to:

(a) determine the Comparable Services having regard to factors including the standard of Technical Affiliate Service being provided, the technology and assets used to provide the Technical Affiliate Services, the location of the Technical Affiliate Services (whether within, or outside of, Belgium), the supplier's terms and conditions in relation to the Technical Affiliate Services (including in respect of limitations of liability, defects protections, delay liability and third party indemnities in respect of personal injury, property damage and intellectual property rights infringement), the age, size and nature of assets and the period over which NuclearSub has been receiving the Technical Affiliate Services;

(b) subject to the approval of Electrabel and taking into account the factors set out in Clause 10.2(A)(ii)(a), determine the Comparable Sample (such approval not to be unreasonably withheld provided that it will be deemed reasonable to reject a Comparable Sample due to nuclear safety concerns);

(c) identify and exclude any Outlier(s) from the Comparable Sample and if, as a result, there are less than three (3) suppliers and hence no Comparable Sample, identify additional suppliers such that there is a Comparable Sample in accordance with Clause 10.2(A)(ii)(b) and, for the avoidance of doubt, if a Comparable Sample cannot be determined, Clause 10.1(C) shall apply;

(d) compare the Benchmarked Services against the Comparable Services as provided by the Comparable Sample to determine whether the prices being charged for the Benchmarked Services are Comparable Prices (taking into account the costs plus margin charged for the Comparable Services which the Benchmarker shall request directly from the Comparable Sample if not otherwise available);

(e) undertake the Benchmark Review within six (6) Months of the date of the appointment of the Benchmarker (or such longer period as may be agreed by the Parties acting reasonably) ("**Benchmarking Period**"); and

(f) prepare and deliver to the Parties a written report ("**Benchmarking Report"**) prior to the last day of the Benchmarking Period (or such later date as may be agreed by the Parties acting reasonably). The Benchmarking Report shall state whether the prices being charged for the Benchmarked Services are Comparable Prices.

(B) In undertaking the Benchmark Review, the terms of appointment of the Benchmarker shall require the Benchmarker to:

(i) act in an independent and objective manner with the goal of ensuring that the exercise is comparative in respect of the assets, services and performance standards in all material respects;

(ii) ensure that the Benchmark Review is carried out in a way that causes the minimum disruption reasonably possible to the provision of the Services, and to Electrabel (provided that the Benchmark Review itself shall not be deemed to constitute a disruption);

(iii) keep confidential any information received by the Benchmarker for the purposes of or in connection with the Benchmark Review (and only use that information for the purposes of the Benchmark Review);

(iv) act in a fully transparent and open manner and to promptly provide the Parties with full details of all data and methodologies employed at all stages of the Benchmark Review;

(v) have regard to only the following matters:

(a) the contractual, regulatory and business environment under which the Benchmarked Services are being provided;

(b) the respective expertise and experience of the suppliers in providing the Services as a whole;

(c) Electrabel's risk profile, including the financial, safety and regulatory risk (including any limitation or exclusion of Electrabel's liability under

this Agreement) associated with the provision of the Benchmarked Services as a whole;

(d) any other factors which, in the Benchmarker's reasonable opinion, if not taken into consideration, could unfairly cause Electrabel's pricing of the Benchmarked Services to not appear to be Comparable Prices; and

(e) any other matters that are not set out in this Clause 10.2(B) which Electrabel reasonably considers relevant to the Benchmark Review and are approved by NuclearSub (such approval not to be unreasonably withheld or delayed).

10.3 Benchmarking Report

(A) If the Benchmarking Report determines that the prices charged for the Benchmarked Services are not Comparable Prices, then, with effect from the date of the Benchmarking Report, the amount payable to Electrabel by NuclearSub for those Benchmarked Services (should such Services continue to be provided by a member of the ENGIE Group) shall be limited to the highest charges for Comparable Services within the Comparable Sample (excluding any Comparable Services which are an Outlier) ("**Benchmarked Price**") and the relevant Annual O&M Budget or Final LTO Budget (as applicable) shall be adjusted accordingly. For the avoidance of doubt, if the Benchmarking Report determines that charges for Comparable Services within a Comparable Sample are higher than the Costs of the Benchmarked Services, the Costs of the Benchmarked Services shall continue to apply.

(B) If the amount payable for the Benchmarked Services is limited to the Benchmarked Price and the relevant Annual O&M Budget or Final LTO Budget (as applicable) adjusted in accordance with Clause 10.3(A), Electrabel may, not less than twelve (12) months after the date of the relevant Benchmarking Report ("**Original Benchmarking Report**"), by written notice to NuclearSub, propose an increased price for some or all of the Benchmarked Services if Electrabel considers (acting reasonably) that the market price for such services has increased.

(C) NuclearSub shall promptly consider in good faith any proposal from Electrabel under Clause 10.3(B) and, if the Parties agree an increased price for some or all of the Benchmarked Services, then with effect from the date of such agreement, the amount payable to Electrabel by NuclearSub for such Benchmarked Services will be increased to such agreed increased price and the relevant Annual O&M Budget or Final LTO Budget (as applicable) shall be adjusted accordingly.

(D) If the Parties do not agree an increased price in accordance with Clause 10.3(C), Electrabel may re-benchmark some or all of the Benchmarked Services ("**Re-Benchmarked Services**") in accordance with Clauses 10.2 to 10.4 (inclusive) provided that (i) Electrabel may not re-benchmark some or all of the Benchmarked Services more than twice over the Term (once prior to Completion of the LTO Services and once from the LTO Restart Date) and (ii) Clauses 10.2 to 10.4 (inclusive) shall be deemed to be modified as required to reflect the context of the re-benchmarking.

(E) If the Benchmarking Report prepared and delivered to NuclearSub pursuant to Clause 10.3(D) (the "**Revised Benchmarking Report**") determines that the Revised Benchmarked Price is higher than the Benchmarked Price determined in the Original Benchmarking Report, then, subject to Clause 10.3(F), with effect from the date of the Revised Benchmarking Report, the amount payable to Electrabel by NuclearSub for those Re-Benchmarked Services shall be increased to the Revised Benchmarked Price and the relevant Annual O&M Budget or Final LTO Budget (as applicable) shall be adjusted accordingly. For the avoidance of doubt, if the Revised Benchmarked Price is lower than the Benchmarked Price, the Benchmarked Price shall continue to apply.

(F) The amount payable to Electrabel by NuclearSub for any Re-Benchmarked Services under Clause 10.3(E) shall be no greater than the amount payable under and in accordance with the relevant Subcontract with the relevant Affiliate provided that such Subcontract remains in force as at the date of the Revised Benchmarking Report and, for the avoidance of doubt (i) the Revised Benchmarked Price shall not apply to such Re-Benchmarked Service; and (ii) the Annual O&M Budget or Final LTO Budget (as applicable) shall be adjusted to reflect the amount(s) payable under and in accordance with the relevant Subcontract.

(G) For the avoidance of doubt, Electrabel shall not be required to reimburse any amounts paid to it under this Agreement as a result of any Benchmark Review.

(H) The information contained in a Benchmarking Report or a Revised Benchmarking Report shall be treated as Confidential Information.

10.4 Obligations of the Parties

(A) The Parties shall provide the Benchmarker with such assistance and information as the Benchmarker may reasonably request subject to any confidentiality restrictions.

(B) Subject to Clause 10.4(C), any services which Electrabel is required to perform under Clauses 10.2 to 10.4 (inclusive) shall be Services but the relevant Fees for such Services shall not count towards, or be limited by, the Final LTO Budget or any Annual O&M Budget for the purposes of determining whether there is an Operating Costs Overrun, Recurring Capital Costs Overrun, Non-Recurring Capital LTO Costs Overrun and/or LTO Capex Overrun.

(C) The cost of any Benchmark Review (and any related expert determination process) shall be borne by:

(i) Electrabel (if it is determined that the cost of a Technical Affiliate Service is higher than the Comparable Price for that Technical Affiliate Service), and

(ii) in any other circumstance, NuclearSub.

(D) Electrabel shall not enter into any contracts with third parties, who then subcontract with members of the ENGIE Group, which is for the primary purpose of avoiding the application of this Clause 10.

(E) Any Dispute in connection with a Benchmark Review may be referred for determination in accordance with the Expert Determination Procedure.

11. BUDGETS

11.1 Purpose

The Parties acknowledge and agree that:

(A) the purposes of the Final LTO Budget and the Annual O&M Budgets are to:

(i) provide a baseline reference for the purpose of determining whether there is a Cost Overrun; and

(ii) act as a reporting and monitoring tool to give the Parties visibility on the expected expenditure in respect of the Services;

(B) the purpose of the Project Budgets are to provide the information reasonably required by NuclearSub to update the Original Financial Model and the ISP Financial (each such term as defined in the Remuneration Agreement) pursuant to Clauses 8.3 and 8.4 (as applicable) of the Remuneration Agreement; and

(C) irrespective of the budgeted amounts set out in the relevant Budget, but subject to Clauses 9.6 and 12, Electrabel shall be entitled to recover all Costs it incurs in connection with the provision of Services.

11.2 LTO Budget

(A) The Draft LTO Budget for the LTO Services is set out in Schedule 7 and is provided for information purposes only.

(B) Electrabel shall provide to NuclearSub and the RA Counterparty a proposed Final LTO Budget within sixty (60) Business Days after the Global Action List in respect of the LTO has been accepted by the FANC-AFCN.

(C) The Final LTO Budget shall clearly delineate between labour Costs and non-labour Costs. Electrabel shall, acting in accordance with the Standard of Care, propose a definition of Weighted Average Index to be used for the purposes of Clause 12.2(C) and which shall be designed to reflect Electrabel's exposure to indexation in respect of LTO Capex other than labour Costs (including any relevant indexation mechanisms agreed under the Subcontracts which relate to LTO Capex which are entered into at the date on which Electrabel produces the proposed Final LTO Budget, and the anticipated indexation mechanisms within Subcontracts which related to LTO Capex which will be entered into after that date), together with any consequential amendments that may be required to the calculation in Clause 12.2(C). The Parties acknowledge that the definition will not exactly replicate the underlying exposure and will need to be administratively workable and the contingency within the Final LTO Budget shall reflect (among other things) the extent to which the definition is not fully aligned with the exposure of Electrabel.

(D) Electrabel shall provide to NuclearSub at the same time as the Final LTO Budget the proposed Weighted Average Index definition together with reasonable details of how it has been calculated. The Weighted Average Index definition shall be subject to approval by NuclearSub and the RA Counterparty (such approval not to be unreasonably withheld or delayed) as part of the Final LTO Budget in accordance with Clause 11.6.

11.3 Project Budget

(A) Electrabel shall provide to NuclearSub a proposed Initial Project Budget within sixty (60) Business Days after the Global Action List in respect of the LTO has been accepted by the FANC-AFCN.

(B) Electrabel shall provide to NuclearSub a proposed Updated Project Budget within twenty (20) Business Days after the True-Up Date.

(C) The figures in the Initial Project Budget and the Updated Project Budget will be real values expressed in euros in the Contract Year in which such Budget is provided to NuclearSub pursuant to Clause 11.3(A) or 11.3(B).

(D) Electrabel shall include the aggregate anticipated O&M Services Fee, LTO Services Fee, LTO Waste Handling Services Fee and LTO Waste Volume Adjustment Fee in the Initial Project Budget and the Updated LTO Budget.

11.4 Annual O&M Budget and Annual Planned Outages Schedule

(A) Electrabel shall provide to NuclearSub, for information purposes only, the Annual Planned Outages Schedule in June each year for the subsequent Contract Year.

(B) Subject to Clause 11.4(C), Electrabel shall provide to NuclearSub and the RA Counterparty a proposed Annual O&M Budget for each Contract Year (or part thereof) from the first Legal End Date no later than 31 October in the year before the relevant Contract Year. Electrabel and NuclearSub shall promptly meet to discuss the proposed Annual O&M Budget, to the extent reasonably requested by either Party.

(C) Electrabel shall provide to NuclearSub the first draft Annual O&M Budget no later than thirty (30) Business Days prior to the first Legal End Date. Electrabel and NuclearSub shall promptly meet to discuss the proposed Annual O&M Budget, to the extent reasonably requested by either Party.

11.5 Preparation of Budgets

(A) Electrabel shall prepare each Budget in accordance with the Standard of Care.

(B) Each Budget will include reasonable details of projected costs and prudent operator appropriate contingencies to be prepared on the basis of Electrabel's reasonable assumptions in accordance with the Standard of Care, including, for each Annual O&M Budget a reasonable assumption for inflation for the relevant Contract Year. For the avoidance of doubt, Dis-synergies (as positive amounts) and any Positive Synergies

(as negative amounts) will form part of the Budgets if and to the extent they relate to the LTO Units, but without limiting Clause 11.5(C) will not be set out as specific line items.

(C) Each Budget will include the categories of Costs set out in the Assumption Book unless otherwise agreed by the Parties (acting reasonably) and Electrabel shall, to the extent reasonably practicable and to the extent such information is actually available, include reasonable details of Dis-synergies (as positive amounts) and any Positive Synergies (as negative amounts).

(D) The Final LTO Budget and each Annual O&M Budget will include reasonable details of the calculation of the Common Cost Proportion for each relevant Common Cost and the methodology or methodologies used to apportion such Common Costs.

11.6 Approval of the Budgets

(A) The proposed Final LTO Budget and each proposed Annual O&M Budget will be subject to approval by NuclearSub (such approval not to be unreasonably withheld or delayed) in accordance with this Clause 11.6.

(B) NuclearSub must, no later than twenty-five (25) Business Days after it receives the proposed Final LTO Budget and each proposed Annual O&M Budget (as applicable), notify Electrabel that the proposed Budget:

(i) has been approved in its entirety by NuclearSub, in which case such proposed Budget shall be adopted as the Final LTO Budget or the Annual O&M Budget for the applicable Contract Year (as applicable); or

(ii) has not been approved in its entirety by NuclearSub, in which case NuclearSub shall provide a reasonably detailed explanation for any disputed Budget items in the proposed Budget that it does not approve, on a line by line basis.

(C) It will (without limitation) be deemed unreasonable for NuclearSub to withhold its approval of any amount within a Budget to the extent such amount is required by Electrabel to comply with its legal and regulatory obligations as Nuclear Operator.

(D) The RA Counterparty may, within twenty-five (25) Business Days after it receives the proposed Final LTO Budget and each proposed Annual O&M Budget (as applicable), notify Electrabel that the proposed Budget has not been approved in its entirety by the RA Counterparty, in which case the RA Counterparty shall provide a reasonably detailed explanation for any disputed Budget items in the proposed Budget that it does not approve, on a line by line basis.

(E) If Electrabel and NuclearSub cannot agree the proposed Final LTO Budget or a proposed Annual O&M Budget (as applicable) within thirty (30) Business Days after receipt of that Budget or if the RA Counterparty serves a notice pursuant to Clause 11.6(D):

(i) Electrabel, NuclearSub or the RA Counterparty may refer the matter for determination in accordance with the Expert Determination Procedure;

(ii) unless and until the relevant Budget is agreed between the Parties or determined in accordance with the Expert Determination Procedure, the last Budget submitted by Electrabel to NuclearSub shall apply ("**Interim Budget**");

(iii) following agreement or determination of the relevant Budget, the Budget as agreed or determined shall be the Final LTO Budget or the Annual O&M Budget under this Agreement (as applicable) and:

(a) the Estimated Monthly Operating Costs Fee and the Estimated Monthly Recurring Capital Costs Fee shall be adjusted to reflect the relevant budgeted figures set out in that agreed or determined Final LTO Budget or Annual O&M Budget (as applicable); and

(b) Electrabel shall calculate:

(1) the aggregate Estimated Monthly Operating Costs Fee and Estimated Monthly Recurring Capital Costs Fee received by Electrabel whilst the Interim Budget applied pursuant to Clause 11.6(E)(ii) ("**Interim Budget Period**"); less

(2) the aggregate Estimated Monthly Operating Costs Fee and Estimated Monthly Recurring Capital Costs Fee payable for the relevant Interim Budget Period as adjusted in accordance with Clause 11.6(E)(iii)(a),

(the "**Budget Balancing Payment**");

(c) the amount of any such Budget Balancing Payment shall be included in the next Monthly Statement issued after such agreement or determination; and

(d) if the Budget Balancing Payment is:

(1) a positive amount, Electrabel shall pay the Budget Balancing Payment to NuclearSub; or

(2) a negative amount, NuclearSub shall pay the Budget Balancing Payment to Electrabel,

in each case in accordance with Clause 9.5.

(F) Electrabel may, at all times (including pending any resolution of any disagreement in respect of any Budget) and without the approval of NuclearSub or (for the avoidance of doubt) the RA Counterparty, take any action (including incurring any Costs) it deems necessary to operate in full compliance with nuclear safety requirements and/or for the safe and reliable operation of the LTO Units (including in connection with any

Emergency) and receive Fees in respect of those actions. For the avoidance of doubt, Clause 9.6 and Clause 12 will apply to such expenditures.

(G) Notwithstanding Clause 28 and Clause 4.10 of the CTA, this Clause 11.6 confers certain benefits on the RA Counterparty and shall together with Clause 30 to the extent required to give full effect to the RA Counterparty's rights under this Clause 11.6, be enforceable by the RA Counterparty in the same manner as if it were a party to this Agreement.

11.7 Reallocation of budget items

(A) Electrabel shall be entitled to reallocate amounts in good faith and in accordance with the Standard of Care between line items within the aggregate budgeted figure for LTO Capex in the Final LTO Budget, such that whether or not there is any LTO Capex Overrun shall be determined by reference to the aggregate of all estimated LTO Capex set out in the Final LTO Budget (and not any sub-category or sub-categories of cost).

(B) Electrabel shall be entitled to reallocate amounts in good faith and in accordance with the Standard of Care between Operating Costs, Non-Recurring LTO Capital Costs and Recurring Capital Costs within the aggregate budgeted figure for those Costs set out in the applicable Annual O&M Budget. *For example*, the budgeted figure for Operating Costs could be reduced by 100, and the budgeted figure for Non-Recurring LTO Capital Costs be increased by 60 and the budgeted figure for Recurring Capital Costs be increased by 40, and such adjusted figures would be used for the purposes of calculating any relevant Operating Costs Overrun, Non-Recurring LTO Capital Costs Overrun and Recurring Capital Costs Overrun.

(C) Electrabel shall provide reasonable supporting information in each Biannual Report (if relevant) in respect of any reallocation undertaken in accordance with:

(i) Clause 11.7(A) which exceeds ten per cent (10%) of the total LTO Costs set out in the Final LTO Budget; and

(ii) Clause 11.7(B) which exceeds ten per cent (10%) of the total of the Operating Costs, Non-Recurring LTO Capital Costs and Recurring Capital Costs set out in the Annual O&M Budget.

11.8 Budget Update

Electrabel shall, for the purposes of Clause 13.2(B)(ii), after the end of the first five (5) Month period of each Contract Year, prepare an updated budget setting out actual costs for the first five (5) Months of the Contract Year and best estimates for the remaining seven (7) Months of the Contract Year (a "**Budget Update**") and include the same in the May Biannual Report (for information purposes only).

12. COST OVERRUNS

12.1 Relevant Margin

Electrabel shall not be entitled to receive any Relevant Margin in respect of and to the extent of any Cost Overrun, other than any Excused Cost Overrun.

12.2 LTO Capex Overrun Payment

(A) As part of the reconciliation on Completion of the LTO Services as set out in Clause 9.9, Electrabel shall determine whether there has been an LTO Capex Overrun and Electrabel shall:

(i) notify NuclearSub of the LTO Capex Overrun and the LTO Capex Overrun Payment as part of the LTO Services Reconciliation Statement in accordance with Clause 9.9; and

(ii) pay the LTO Capex Overrun Payment to NuclearSub in accordance with Clause 9.9.

(B) The LTO Capex Overrun Payment shall be allocated to each Contract Year in which LTO Services were performed on a pro-rata basis ("**LTO Allocated Annual Capex Overrun Amounts**") (rather than the entire LTO Capex Overrun Payment counting towards the 100% Margin Liabilities Cap in the Contract Year that such payment becomes payable under this Agreement) as follows:

LTOACOP = LCOCOP x (CYC / TC)

where:

"LTOACOP" is the LTO Allocated Annual Capex Overrun Amount for a Contract Year;

"LCOCOP" is the amount of the LTO Capex Overrun Payment;

"CYC" is the aggregate LTO Capex incurred in that Contract Year; and

"TC" is the aggregate LTO Capex incurred over the Term.

(C) For the purpose of determining whether there is an LTO Capex Overrun, Electrabel shall deflate each actual LTO Capex amount incurred by Electrabel to real (as at the date of agreement of the Final LTO Budget) figures by applying the following formula:

LTO (real) = LTO (actual) / IF(y)

where:

"LTO (actual)" is the actual LTO Capex amount; and

"IF(y)" is the indexation factor for the relevant Contract Year in which Electrabel incurred the LTO Capex amount and shall be calculated as follows:

IF(y) = Index(y) / Index(base)

where:

"Index(y)" is the average annual Index figure for the Contract Year in which Electrabel incurred the LTO Capex amount as published by Statistics Belgium (or any successor body) or calculated by Electrabel (as applicable); and

"Index(base)" is the average annual Index figure for the Contract Year in which the Final LTO Budget was prepared as published by Statistics Belgium (or any successor body) or calculated by Electrabel (as applicable), and which will be specified in the Final LTO Budget.

(D) The aggregate of the LTO Capex amounts deflated pursuant to Clause 12.2(C) will be the "**Aggregate Deflated LTO Capex**".

12.3 O&M Costs Overrun Payment

(A) As part of the annual reconciliation set out in Clause 9.8, Electrabel shall for each Contract Year during the Initial Phase, subject to Clause 12.3(B), determine whether there is an Operating Costs Overrun, Recurring Capital Costs Overrun and/or Non-Recurring LTO Capital Costs Overrun for that Contract Year and shall:

(i) notify NuclearSub of any such Operating Costs Overrun, Recurring Capital Costs Overrun and/or Non-Recurring Capital LTO Costs Overrun in the Annual Reconciliation Payment Statement in accordance with Clause 9.8; and

(ii) pay the O&M Costs Overrun Payment to NuclearSub in accordance with Clause 9.8.

(B) For the period commencing on the LTO Restart Date and ending on 31 December of that Contract Year and the period commencing on 1 January of the last Contract Year in the Initial Phase and ending on expiry of the True Up Date, Electrabel shall determine whether there is:

(i) an Operating Costs Overrun as against the relevant Annual O&M Budget on a pro-rata basis; and/or

(ii) a Recurring Capital Costs Overrun and/or a Non-Recurring LTO Capital Costs Overrun taking into account Electrabel's budgeted expenditure for Recurring Capital Costs and Non-Recurring LTO Capital Costs performed during that portion of the Contract Year based on the relevant Annual O&M Budget.

12.4 Sole and exclusive remedy

The LTO Capex Overrun Payment and the O&M Costs Overrun Payment(s) will be NuclearSub's sole and exclusive remedy under or in connection with this Agreement in respect of any Cost Overrun and NuclearSub acknowledges and agrees that it shall otherwise bear the risk of all Cost Overruns.

13. REPORTING AND INFORMATION

13.1 Liaison Committees

(A) Each Party shall, by written notice to the other Party, appoint and/or remove four (4) persons for appointment to a liaison committee established to consider the Budget Updates and the financial and availability sections of the Biannual Reports (the "**Financial Liaison Committee**").

(B) Electrabel shall appoint and/or remove the president of the Financial Liaison Committee from time to time.

(C) Electrabel and NuclearSub shall:

(i) attend meetings of the Financial Liaison Committee to discuss the financial aspects and availability sections of the May Biannual Report prior to 30 June of the relevant Contract Year and of the November Biannual Report prior to 31 December of the relevant Contract Year; and

(ii) attend meetings of the Operational Liaison Committee to discuss the technical aspects of the May Biannual Report prior to 30 June of the relevant Contract Year and of the November Biannual Report prior to 31 December of the relevant Contract Year.

13.2 Biannual Reports

(A) From the Effective Date until the commencement of Decommissioning, Electrabel shall provide biannual reports to NuclearSub in accordance with the requirements set out in Schedule 1 and Schedule 2 and in the form set out in Schedule 3 within twenty (20) days after:

(i) 31 May for the preceding Contract Year and the first five (5) months of the current Contract Year ("**May Biannual Report**") and

(ii) 30 November for the first eleven (11) months of the current Contract Year ("**November Biannual Report**").

(B) Without limiting Clause 13.2(A):

(i) each Biannual Report shall include details of:

(a) material O&M Services and/ or LTO Services (as applicable) (including, *for example,* material outages, shutdowns or repairs);

(b) (without prejudice to Clause 11.7(C)) in respect of the LTO Services and/or O&M Services (as applicable), any re-allocations between categories of costs in the Final LTO Budget and/or Annual O&M Budget (as applicable) which exceed one million euros (€1,000,000) and reasonable justifications for such re-allocations;

(c) for each six (6) Month period during the Availability Period, the calculation of Real Availability for the relevant six (6) Month period (which shall be for information only); and

(ii) the May Biannual Report shall attach the relevant Budget Update prepared by Electrabel in accordance with Clause 11.8.

(C) NuclearSub may request reasonable further information in relation to any Biannual Report and table questions in respect of any Biannual Report at the next board meeting of NuclearSub in accordance with the process set out in the Shareholder's Agreement. Electrabel shall use reasonable endeavours to supply such information and to respond to such questions.

13.3 Information rights

Electrabel shall maintain all records relating to the Services in accordance with the Standard of Care and Applicable Laws and for a period of at least ten (10) years or such longer period as may be required under Applicable Laws.

14. AUDIT

14.1 Audit rights

(A) Subject to Clauses 14.1(G) and 14.1(H) and approval of the Auditor and the Audit Parameters in accordance with Clauses 14.1(B) to 14.1(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 the Services (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 14.1(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 14.1(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 14.1(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 a applicable) from Electrabel under Clause 14.1(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 14.1(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) hold any direct or indirect financial beneficial interest (through share ownership, trust or contractual arrangements) in any competitor referred to in Clause 14.1(G)(i); or

(iii) 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 (ii) solely because the Auditor:

(iv) 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

(v) has been proposed by NuclearSub under this Agreement.

(H) Electrabel shall be required to permit access to the Audit Information pursuant to Clause 14.1(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:

(1) whether the Fees and other payments or invoices (to or in respect of NuclearSub or Electrabel) have been calculated in accordance with this Agreement; and

(2) the extent to which the Services have been performed by Electrabel in accordance with this Agreement;

(b) such access does not breach Applicable Law or, subject to Clause 20(C), any relevant confidentiality restrictions or other contractual access or security restrictions (including any such restrictions under any Subcontract), 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 14.1(G) and has been approved by Electrabel pursuant to clause 14.1(C) to 14.1(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) at least equivalent to those set out in Clause 19; 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 14.1(C) to 14.1(F);

(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.); and

(v) if that access will not, in Electrabel's opinion (acting reasonably):

(a) interfere with any works and/or operation and/or maintenance and/or reinstatement activity (including any inspections or tests being carried out by Electrabel) or Electrabel's reasonable logistical planning in connection with the LTO Units and/or Common Assets; or

(b) otherwise adversely affect the Joint Objective or the operation or maintenance of the LTO Units and/or Common Assets.

(I) NuclearSub shall not be entitled to request a new Audit within twelve (12) Months of the conclusion of a previous Audit.

14.2 Inspections

(A) Subject to clause 14.2(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 14.2 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 14.2(B), such personnel do not unreasonably restrict the Auditor's inspection under Clause 14.2(A)).

14.3 Costs of Audits and inspections

(A) Subject to Clause 14.3(B), any services which Electrabel is required to perform under Clause 14.1 or 14.2 (the "**Relevant Services**") shall be Services but the relevant Fees for the Relevant Services shall not count towards, or be limited by, the Final LTO Budget or any Annual O&M Budget for the purposes of determining whether there is an Operating Costs Overrun, Recurring Capital Costs Overrun, Non-Recurring Capital LTO Costs Overrun and/or LTO Capex Overrun.

(B) Subject to Clause 14.3(C), NuclearSub shall bear the cost of any Audit undertaken in accordance with this Clause 14.

(C) If an Audit or inspection reveals that:

(i) the Fees or other payments or invoices have not been calculated in all material respects in accordance with this Agreement (including the Standard of Care) and such failure or incorrect calculation has resulted in a benefit to Electrabel which, excluding amounts in respect of VAT, [redacted]; or

(ii) a material proportion of the relevant Services that are within the scope of the Audit have not been performed by Electrabel in accordance with this Agreement,

the cost of the Audit process shall be borne by Electrabel.

14.4 Remedy of Fee inconsistencies

If, after any relevant Audit, it is agreed or determined that there is any amount 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 O&M Services Fee, the LTO Waste Handling Services Fee or the LTO Services Fee (as applicable); and

(B) for the avoidance of doubt, any over-payment by NuclearSub shall not count towards the 100% Margin Liabilities Cap, the Insurance Liabilities Cap, the Annual Cap or the Aggregate Cap.

14.5 Remedy of Services inconsistencies

If, after any relevant Audit, it is agreed or determined that a material proportion of the relevant Services that are within the scope of the Audit have not been performed by Electrabel in accordance with this Agreement, Electrabel shall implement a rectification plan (acting in accordance with the Standard of Care) and provide progress updates to NuclearSub with respect to the implementation of such rectification plan in each relevant Biannual Report.

14.6 Disputes in respect of Audits or inspections

Any Dispute between the Parties arising under this Clause 14 may be referred by either Party for determination in accordance with the Expert Determination Procedure.

15. TAX

15.1 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 9 (including for the advance payments regarding the monthly instalments), 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 15.1(A) and therefore as not including any amount in respect of VAT payable pursuant to clause 15.1(A).

15.2 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 15.2 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.

15.3 Requirement to provide information

Subject to compliance with Clause 19, 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, taking into account the maintenance of records obligation as provided by Clause 13.3.

16. INSURANCE

16.1 Relevant Insurances

(A) Subject to Clause 16.1(B), Electrabel shall in accordance with the Standard of Care obtain and maintain from and after the Effective Date and throughout the Term for its own account the insurances in accordance with Schedule 5 and shall meet the requirements for or in respect of such insurances set out in that Schedule 5 ("**Electrabel Insurances**").

(B) Electrabel shall obtain and maintain prior to the commencement of the construction works forming part of the LTO Services and until Completion of the LTO Services a construction all risks insurance policy for its own account which shall meet the requirements for such insurance set out in Schedule 5.

(C) Electrabel shall notify NuclearSub of any material change after the Effective Date to the Electrabel property damage insurance as defined in Schedule 5 which results from:

(i) any changes to the terms and conditions of the property damage insurance policies as negotiated by Electrabel and insurance providers; and

(ii) any changes in the insurance market which restrict the extent of coverage available for the property damage insurance in the insurance market.

(D) NuclearSub shall obtain and maintain from and after the Effective Date and throughout the Term the insurances in accordance with Schedule 6 and shall meet the requirements for or in respect of such insurances set out in Schedule 6 ("**NuclearSub Insurances**").

16.2 Maintaining Insurances

Electrabel shall notify NuclearSub without delay should it be unable to maintain or renew the Insurances for any reason in order that the Parties may discuss the means of best protecting their respective positions in relation to this Agreement and the LTO Units in the absence of such insurances.

16.3 Failure to maintain

If Electrabel fails to take out and maintain any of the Electrabel Insurances, then NuclearSub may (at its costs), subject to providing written notice to Electrabel of its intention to do so, take out and maintain such insurance itself (or procure that such insurance is taken out or maintained) and Electrabel shall not be entitled to charge NuclearSub for the Costs plus the Relevant Margin for procuring such Electrabel Insurances.

16.4 Availability of Insurance

Electrabel shall not be in breach of its obligations under this Clause 16 if and to the extent that the Electrabel Insurances or amount of coverage thereunder ceases to be available on commercially reasonable terms for any reason, provided that the Parties shall discuss the means of best protecting their respective positions in relation to this Agreement and the LTO Units in the absence of such insurances.

16.5 Insurance Proceeds

If:

(A) Electrabel actually receives any insurance proceeds; or

(B) Electrabel would have been entitled to receive such insurance proceeds if Electrabel had:

(i) subject to Clause 16.4, properly taken out and maintained insurances as required under Clause 16.1; or

(ii) not breached its obligations under the relevant insurance it is required to take out and maintain in accordance with Clause 16.1, or committed any vitiating acts in respect of such policy of insurance (including fraud, material misrepresentation, non-disclosure or breach of any warranty or condition of any policy),

in respect of an insurance claim made in connection with this Agreement (net of any Costs incurred by Electrabel in procuring such proceeds and 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) to the extent such insurance proceeds received, or which would have been received, relate to a Cost under this Agreement, such Cost will be reduced by an amount equal to the amount actually recovered (or, if paragraph (ii) above applies, would have been recovered) under the relevant insurance policy, in relation to such amount ("**Net Proceeds Amount**") and to the extent Electrabel has already recovered such Costs via payment of the LTO Services Fee or O&M Services Fee, Electrabel shall pay an amount equal to the NuclearSub Proportion of such Net Proceeds Amount to NuclearSub in accordance with Clause 9.7. For the avoidance of double, Electrabel's liability pursuant to Clause 16.5(B) shall be subject to the Insurance Liabilities Cap.

16.6 Additional Insurances

(A) NuclearSub may, by written notice to Electrabel, request that Electrabel procure and maintain insurances in respect of the LTO Units in addition to those required pursuant to Clause 16.1 provided that:

(i) there is an insurable interest; and

(ii) such insurance is available on commercially reasonable terms.

(B) Electrabel agrees to consider any request from NuclearSub pursuant to Clause 16.6(A) and shall determine, in its sole discretion, whether or not to procure such requested insurance.

17. AVAILABILITY

17.1 Availability Damages

(A) If, in any Availability Year, Real Availability is less than the Target Availability, then Electrabel shall pay Availability Damages to NuclearSub in accordance with Schedule 4.

(B) Without prejudice to the obligation of Electrabel to perform the Services, Availability Damages (or damages in lieu of such Availability Damages pursuant to Clause 31.1(B)) will be NuclearSub's sole and exclusive remedy in respect of Electrabel's failure to achieve the Target Availability, for breach of Clause 17.2 or otherwise in respect of any LTO Unit not being available to generate.

17.2 Planned Outages

(A) During the periods 1 November 2025 to 31 March 2026 and 1 November 2026 to 31 March 2027, Electrabel shall:

(i) not schedule any Planned Outages except to the extent required in response to circumstances outside of Electrabel's reasonable control or necessary to ensure nuclear safety; and

(ii) use reasonable endeavours to ensure that the LTO Units are available.

17.3 Minimum Payment

(A) If in any Contract Year during the Run-phase, NuclearSub receives a payment under Clause 10.4(C) of the Remuneration Agreement, then there will be no Relevant Margin payable on the Operating Costs, Recurring Capital Costs and Non-Recurring LTO Capital Costs attributable to the duration of Planned Outages which exceed the Planned Outages Allowance during such Contract Years.

(B) If NuclearSub receives a payment under Clause 10.5(D) of the Remuneration Agreement in respect of a Run-phase Period there will be no Relevant Margin payable on the Costs attributable to the duration of Planned Outages during the relevant Run-phase Period which exceed the Planned Outages Allowance.

(C) If Electrabel has received any Relevant Margin which it is not entitled to receive pursuant to Clauses 17.3(A) to 17.3(B) (inclusive), Electrabel shall reimburse such amount ("**Minimum Payment Margin Reimbursement Amount**") to NuclearSub in accordance with Clause 9.8.

17.4 Worked examples

(A) Prior to the Effective Date, the Parties shall agree (acting reasonably) the required updates to the draft worked examples set out in Schedule 9 ("**Draft Worked Examples**") to ensure that such worked examples accurately reflect the terms of this Agreement ("**Updated Worked Examples**").

(B) Subject to Clause 17.4(C), the Parties acknowledge and agree that the principles and working methods employed in the Updated Worked Examples shall be used to calculate Availability Damages and Cost Overruns.

(C) The Parties agree that the Updated Worked Examples are indicative only and, if a conflict exists between any Updated Worked Example and the operation of Clause 12, Clause 16.6 and Schedule 4 or any other Clause of this Agreement, then Clause 12, Clause 16.6 and Schedule 4 or the relevant Clause of this Agreement shall prevail.

18. INTELLECTUAL PROPERTY

18.1 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 18.1(C) and 18.1(D).

18.2 Licence

(A) 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 provide the Services and exercise its rights and perform its obligations in accordance with this Agreement.

(B) Electrabel grants to NuclearSub a non-exclusive, non-transferable (with no right to sub-license other than to the then-current EMSA Provider), worldwide, royalty-free licence of any Electrabel IPR created as a result of the performance of the Services by or on behalf of Electrabel or receipt of the Services by NuclearSub under this Agreement for the Term solely for the purpose of, and to the extent reasonably necessary for, the EMSA Provider use the Asset Data in order to provide services to NuclearSub in accordance with the Energy Management Services Agreement.

18.3 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 18.2, 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 or its sub-licensees arising out of or in connection with any actual or alleged infringement of third party Intellectual Property arising from the performance of the Services by Electrabel (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).

19. CONFIDENTIALITY

19.1 Subject to Clause 19.8, each Party shall treat as confidential all Confidential Information.

19.2 Subject to Clause 19.8, each Party shall:

(A) not disclose any Confidential Information to any person other than any of its representatives or employees who in each case need to know such information in order to discharge their duties in accordance with Clause 19.2(B);

(B) not use any Confidential Information other than:

(i) for the purposes set out in and/or the performance of the actions contemplated in this Agreement; and/or

(ii) to give full effect to the Transaction Documents and/or the Legislative Changes;

(C) procure that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained in this Clause 19 as if such person were a party to this Agreement.

19.3 Notwithstanding the other provisions of this Clause 19, each Party may disclose Confidential Information:

(A) to the extent required by law, regulation or the rules of any exchange on which its securities are listed;

(B) to the extent required to enforce the relevant Party's rights under any Transaction Document in accordance with the applicable dispute resolution process;

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

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

(E) to the extent that BEGOV, Electrabel and ENGIE S.A. have given their prior written consent to the disclosure.

19.4 Any information to be disclosed pursuant to Clause 19.3 shall be disclosed only after, to the extent permitted by law and regulation, reasonable prior consultation with BEGOV, Electrabel and ENGIE S.A.

19.5 Subject to Clause 19.2, each Party may disclose Confidential Information to its Affiliates which are party to any Transaction Document (and, in the case of BEGOV, to CREG), in each case provided that they have a duty to keep such information confidential in accordance with this Clause 19.

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

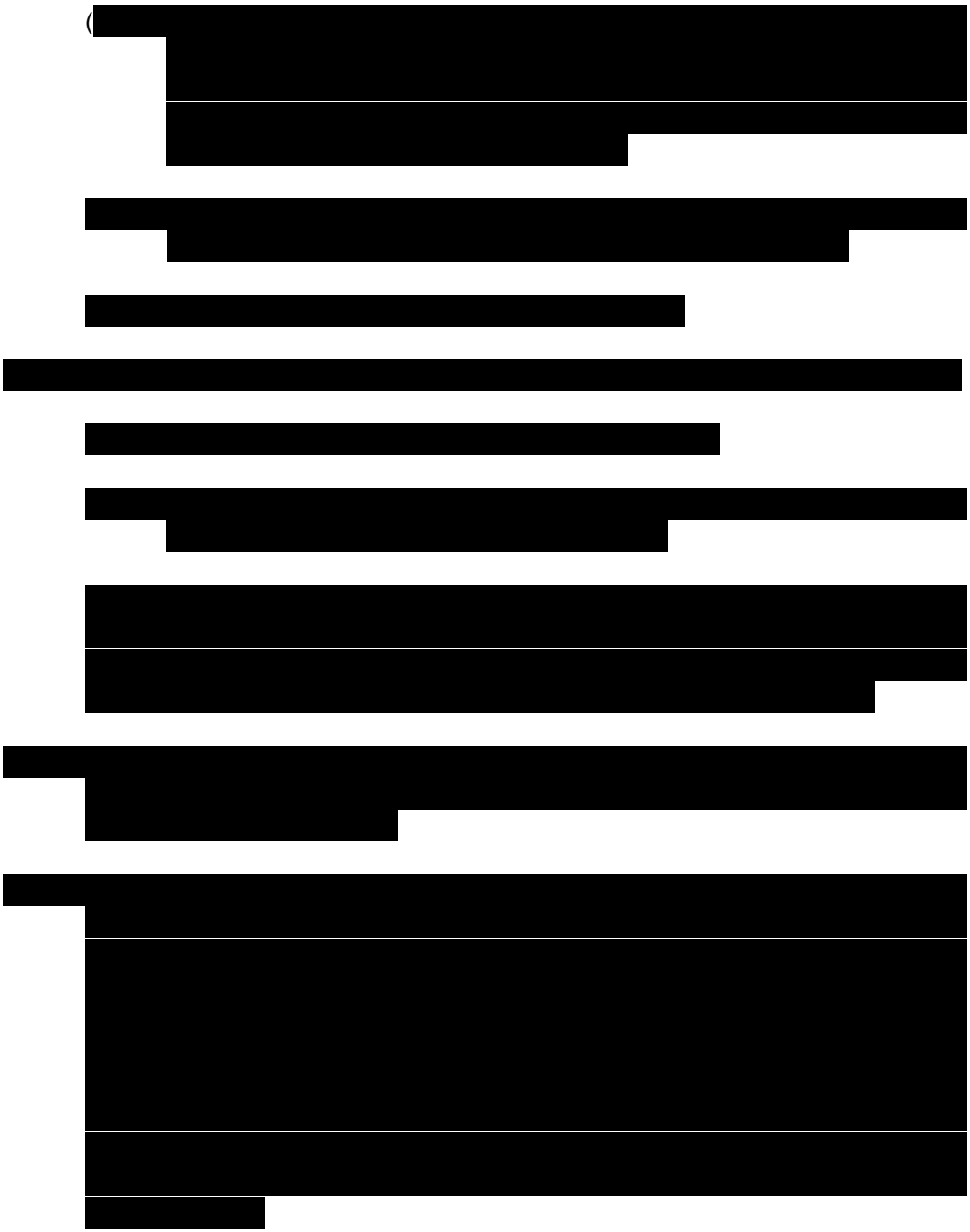
19.7 The restrictions contained in this Clause 19 shall continue to apply after the termination of this Agreement without limit in time.

19.8 This Clause 19 shall not:

(A) restrict any Party from dealing with information which it already possessed and did not receive from (or on behalf of) any other Party; or

(B) apply to any information which constitutes Confidential Information (as defined in the Framework Agreement) to which the restrictions contained in Clause 11.6 (Confidentiality) of the Framework Agreement apply.

20. SUBCONTRACTING



21. FORCE MAJEURE

21.1 Effect of Force Majeure Event

Save in respect of liability to pay any amount due under this Agreement and subject to Clause 21.2, 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.

21.2 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.

21.3 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.

21.4 Duration

The relief of liability and suspension of performance under this Clause 21 shall be of no longer duration than is required by the effect of the relevant Force Majeure Event.

[redacted]

[redacted]

22. 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 or the Safety Requirements, 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 fifteen (15) Business Days of NuclearSub's receipt of the notice pursuant to Clause 22(A)(ii), discuss in good faith necessary

amendments to the terms of this Agreement or the LTO Services and/or O&M Services (as applicable) to take account of the impact of the Applicable Change in Law.

23. TERMINATION

23.1 General

The Parties intend that their respective rights to terminate this Agreement as provided for in this Clause 23 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.

23.2 Automatic expiry

This Agreement shall automatically terminate at the expiry of the Term save that the Parties shall remain liable in all respects for any obligations and liabilities under this Agreement that survive termination under Clauses 9.10(A)) to 9.10(D) (inclusive), 9.10(I) to 9.10(M) (inclusive), Clause 19, Clause 24.1(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.

23.3 Termination of the Implementation Agreement

If the Implementation Agreement is terminated prior to Closing for any reason then this Agreement shall terminate effective as of the same date that the Implementation Agreement was terminated.

23.4 Termination of the Remuneration Agreement

(A) If the Remuneration Agreement terminates with respect to both LTO Units or one of the LTO Units ("**Terminated LTO Unit**"), NuclearSub shall decide whether to:

(i) (as applicable):

(a) shut-down both LTO Units and commence Decommissioning in respect of both LTO Units ("**Full Decommissioning**") (in which case, if Completion of the LTO Services has not occurred, the LTO Services shall cease, and the O&M Services shall cease upon commencement of the Decommissioning in respect of both LTO Units in accordance with Clause 3.2(A)(ii)); or

(b) shut-down the Terminated LTO Unit and commence Decommissioning in respect of that LTO Unit ("**Partial Decommissioning**") (in which case, if Completion of the LTO Services has not occurred, the LTO Services shall cease in respect of the Terminated LTO Unit, and the O&M Services shall cease in respect of the Terminated LTO Unit upon commencement of the Decommissioning of the Terminated LTO Unit in accordance with Clause 3.2(A)(ii) and Electrabel shall continue to

perform the LTO Services and the O&M Services in respect of the Remaining LTO Unit pursuant to the terms of this Agreement); or

(ii) continue operating both LTO Units pursuant to the terms of this Agreement.

(B) NuclearSub shall notify Electrabel in writing of its decision under Clause 23.4(A) promptly after the expiry of the Discussion Period (as defined in the Shareholders' Agreement).

(C) If NuclearSub decides to commence Full Decommissioning or Partial Decommissioning under Clause 23.4(A) and:

(i) the Remuneration Agreement was terminated with respect to one LTO Unit or both LTO Units pursuant to:

(a) Clause 16.3(A) of the Remuneration Agreement with respect to both LTO Units or Clause 15.1(A) of the Remuneration Agreement with respect to the Terminated LTO Unit, where the failure to achieve each of the 'Doel 4 LTO Restart Date' and/or the 'Tihange 3 LTO Restart Date' (each term as defined in the Remuneration Agreement) is a result of NuclearSub's Gross Negligence (excluding where such Gross Negligence was caused by BEGOV or an entity exclusively controlled (directly or indirectly) by BEGOV); or

(b) Clause 16.5(C) of the Remuneration Agreement with respect to both LTO Units, where the event under Clause 16.5(A) for which the relevant NuclearSub Default Termination Notice was given was not caused by BEGOV nor an entity exclusively controlled (directly or indirectly) by BEGOV,

then Electrabel or NuclearSub (as applicable) shall pay the Annual Reconciliation Payment in accordance with Clause 9.8;

(ii) the Remuneration Agreement was terminated pursuant to Clauses 16.6 or 16.5(I) of the Remuneration Agreement with respect to both LTO Units:

(a) Electrabel or NuclearSub (as applicable) shall pay the Annual Reconciliation Payment in accordance with Clause 9.8; and

(b) NuclearSub shall pay to Electrabel:

(1) an amount equal to the NuclearSub Proportion of all costs, fees, losses, liabilities and expenses (including internal and external costs and applicable Taxes) incurred by Electrabel (or any member of the ENGIE Group) in connection with the early expiry of the LTO Services and O&M Services, including the O&M Break Fees, demobilisation costs and redundancies and any other related staffing costs; and

(2) an amount equal to thirty per cent (30%) of the Relevant Margin which Electrabel would have received for the provision of the O&M Services from the date of termination until the anticipated Expiry Date to be calculated with reference to:

(A) the average of the Annual O&M Budget applicable at the date of termination and the Annual O&M Budget for the previous Contract Year; or

(B) where two Annual O&M Budgets have not been prepared at the point of termination, the Annual O&M Budget applicable at the date of termination (or, where no Annual O&M Budget has been prepared at the date of termination, a budget representing what the first Annual O&M Budget would have been, prepared by Electrabel in accordance with Clause 11.5),

and discounted back to the date of termination at a discount rate of seven per cent (7%) per annum ("**Buyout Amount**").

(iii) the Remuneration Agreement was terminated for any other reason in respect of both LTO Units or the Terminated LTO Unit, then:

(a) Electrabel or NuclearSub (as applicable) shall pay the Annual Reconciliation Payment in accordance with Clause 9.8; and

(b) NuclearSub shall pay to Electrabel with respect to both LTO Units or the Terminated LTO Unit (as applicable) an amount equal to the NuclearSub Proportion of all costs, fees, losses, liabilities and expenses (including internal and external costs and applicable Taxes) incurred by Electrabel (or any member of the ENGIE Group) in connection with the early expiry of the LTO Services and O&M Services, including the O&M Break Fees, demobilisation costs and redundancies and any other related staffing costs.

(D) Electrabel shall, as soon as is reasonably practicable after receipt of the notice pursuant to Clause 23.4(B), notify NuclearSub of the amount payable by NuclearSub under Clause 23.4(C)(ii)(b) or 23.4(C)(iii)(b) (as applicable) ("**RA Termination Payment Notice**") and provide, subject to any confidentiality restrictions, reasonable supporting evidence of any Subcontractor termination fees or break fees included in the O&M Break Fees set out in such RA Termination Payment Notice.

(E) NuclearSub shall pay the undisputed portion of the amount set out in the RA Termination Payment Notice to Electrabel no later than twenty (20) Business Days after receipt of the RA Termination Payment Notice.

(F) If an amount in the RA Termination Payment Notice is Disputed by NuclearSub, NuclearSub may, within twenty (20) Business Days of the RA Termination Payment Notice, request reasonable supporting evidence for any Disputed items, which shall be

provided by Electrabel to NuclearSub within twenty (20) Business Days of such request. If, within twenty (20) days of receipt of the requested information, the Parties have not resolved the Dispute, then such Dispute may be referred by either Party for determination in accordance with the Expert Determination Procedure. Save in the event of fraud and/or Wilful Misconduct, any items which are not referred at such time for determination in accordance with this Clause 23.4(F) will be final and cannot be disputed later.

(G) If, following a determination in accordance with the Expert Determination Procedure, any adjustment is required to be made to such RA Termination Payment Notice, then Electrabel shall issue a new RA Termination Payment Notice and the relevant balancing payment shall be made by Electrabel or NuclearSub (as appliable) within twenty (20) Business Days after issuance of the new RA Termination Payment Notice.

(H) In the event of Full Decommissioning, Clauses 12 (*Cost Overruns*) and 17 (*Availability*) shall not apply in respect of both LTO units in the Contract Year in which the Remuneration Agreement terminates or in any subsequent Contract Year. In the event of Partial Decommissioning, Clauses 12 (*Cost Overruns*) and 17 (*Availability*) shall not apply in respect of the Terminated LTO Unit in the Contract Year in which the Remuneration Agreement terminates or in any subsequent Contract Year.

23.5 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 euro (€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 NuclearSub under this Agreement, which is provided for in Clause 23.5(A)(i)) and 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.

24. CONSEQUENCES OF TERMINATION

24.1 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 licences granted in Clauses 18.2(A) and 18.2(B) which shall be automatically revoked on termination.

(B) The rights and payment obligations specified in this Clause 24 shall be the sole remedies of the Parties following or in relation to any termination of this Agreement.

(C) Without prejudice to Electrabel's obligations as Nuclear Operator under Applicable Laws and for the avoidance of doubt, Electrabel shall, on the date of termination of this Agreement, be entitled to cease performance of the Services and take all actions it considers required to shut-down the LTO Units and commence Decommissioning.

24.2 Termination Payment

(A) If this Agreement terminates in accordance with Clause 23.5, then Electrabel shall, as soon as is reasonably practicable after the date of such termination, calculate:

(i) for the period commencing on 1 January of that Contract Year and ending on the date of termination of this Agreement:

(a) the aggregate O&M Services Fee incurred by Electrabel in respect of that period less the O&M Services Fee paid by NuclearSub in respect of that period ("**O&M Services Fee Termination Payment**");

(b) the aggregate LTO Services Fee incurred by Electrabel in respect of that period less the LTO Services Fee paid by NuclearSub in respect of that period ("**LTO Services Fee Termination Payment**"); and

(c) the net amount to be paid by Electrabel to NuclearSub or Electrabel to NuclearSub (as applicable) by adding the O&M Services Fee

Termination Payment and the LTO Services Fee Termination Payment (the "**Services Fee Termination Payment**"); and

(ii) the LTO Waste Handling Services Fee in accordance with Clause 9.10(E) ("**Revised LTO Waste Handling Services Fee**") and the unpaid portion of the Revised LTO Waste Handling Services Fee by deducting the LTO Waste Handling Services Fee paid prior to the date of termination from the Revised LTO Waste Handling Services Fee ("**LTO Waste Handling Services Fee Termination Payment**"). For the avoidance of doubt, the Parties acknowledge that notwithstanding termination of this Agreement the LTO Waste Handling Services Fee Termination Payment shall be subject to reconciliation in accordance with Clauses 9.10(I) to 9.10(L) (inclusive) upon expiry of the Term.

(B) If this Agreement terminates in accordance with Clause 23.5, then Electrabel shall, as soon as is reasonably practicable after performing the calculations under Clause 24.2(A), give NuclearSub the Termination Payment Notice and provide reasonable supporting evidence of the Termination Payment provided that Electrabel shall not be required to provide copies of any Subcontracts except as set out in the definition of O&M Break Fees.

(C) The Termination Payment Notice shall specify the "**Termination Payment**", which shall be an amount equal to:

(i) the Services Fee Termination Payment (which, for the avoidance of doubt may be a positive or negative amount);

(ii) all costs, fees, losses, liabilities and expenses (including internal and external costs and applicable Taxes) incurred by Electrabel (or any member of the ENGIE Group) in connection with termination of the Agreement, including the O&M Break Fees, demobilisation costs and redundancies and any other related staffing costs (to the extent not included in the O&M Break Fees); and

(iii) the LTO Waste Handling Services Fee Termination Payment.

(D) If the Termination Payment is a positive amount, NuclearSub shall pay the Termination Payment to Electrabel. If the Termination Payment is a negative amount, Electrabel shall pay the Termination Payment to NuclearSub.

(E) NuclearSub or Electrabel (as applicable) shall, no later than twenty-five (25) Business Days after the issuance of the Termination Payment Notice, pay to Electrabel or NuclearSub (as applicable) in full the Termination Payment as set out in the Termination Payment Notice by direct bank transfer or equivalent transfer of immediately available funds into the account notified to NuclearSub.

25. LIMITATION

25.1 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 the Services except (but subject always to any other exclusion or limitation of liability set out in this Agreement) in respect of:

(i) LTO Operator Failure;

(ii) Gross Negligence or Wilful Misconduct;

(iii) fraud or fraudulent misrepresentation;

(iv) any matter for which it would be illegal to exclude liability;

(v) liability for any Net Monthly Services Fee pursuant to Clause 9.5, Annual Reconciliation Payment pursuant to Clause 9.8, LTO Services Completion Payment pursuant to Clause 9.9, LTO Waste VAF Reconciliation Payment pursuant to Clause 9.10(C) and/or LTO Waste Handling Services Fee Reconciliation Payment pursuant to 9.10(I), Disallowed Costs Reimbursement Amounts pursuant to Clause 9.6, Budget Balancing Payments pursuant to Clause 11.6, O&M Cost Overrun Payment pursuant to Clause 12.2(C), LTO Capex Overrun Payment pursuant to Clause 12.2, repayment obligations pursuant to Clause 14.4, O&M Cost Overrun Payment pursuant to Clause 12.3, Availability Damages pursuant to Clause 17.1 and/or Minimum Payment Margin Reimbursement Amount pursuant to Clause 17.3;

(vi) liability pursuant to Clauses 18.3(B) and 26.1; and

(vii) liability to account for Subcontractor Delay LDs and/or Net Recovered Amount and/or Subcontractor Indemnity Amounts payable by Electrabel under Clause 7.5(B) and/or Net Proceeds Amount received under Clause 16.5(A).

(B) Without prejudice to Clauses 25.1(A) and 25.2 and subject to Clause 25.1(D):

(i) in any Contract Year, the aggregate annual liability (whether as a result of a breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, indemnity or otherwise) of Electrabel under or in connection with this Agreement for:

(a) the LTO Allocated Annual Capex Overrun Amount;

(b) the O&M Costs Overrun Payment;

(c) the payment of Availability Damages;

(d) the reimbursement of Relevant Margin as part of any Disallowed Costs Reimbursement Amount;

(e) any reduction to the margin under Clause 17.3; and

(f) failure to comply with Clause 20(G),

("**100% Margin Liabilities**") in each case in respect of that Contract Year shall not exceed the amount of the aggregate amount of Relevant Margin actually received by Electrabel (via payment of the Fees) in respect of that Contract Year (the "**100% Margin Liabilities Cap**");

(ii) 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 under or in connection with this Agreement for breach of its obligations to procure and maintain insurances under Clause 16.1, and of Clauses 16.5(B) and 25.1(E)(ii) ("**Insurance Liabilities**") shall not exceed [redacted] ("**Insurance Liabilities Cap**");

(iii) the aggregate annual liability (whether as a result of a breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, indemnity or otherwise) of Electrabel under or in connection with this Agreement (excluding the 100% Margin Liabilities and the Insurance Liabilities) in any Contract Year shall not exceed [redacted] ("**Annual Cap**"); and

(iv) 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 under or in connection with this Agreement (excluding the 100% Margin Liabilities and the Insurance Liabilities) shall be limited to [redacted] ("**Aggregate Cap**").

(C) Electrabel shall re-calculate the 100% Margin Liabilities Cap as follows:

(i) after Completion of the LTO Services and as part of the preparation of the LTO Services Reconciliation Statement, for each Contract Year during which the LTO Services were provided taking into account any adjustments to or reimbursements of Relevant Margin in accordance with this Agreement; and

(ii) after the end of each Contract Year in which there are amounts payable by Electrabel under Clause 9.6(A) to provide that such amounts count towards the 100% Margin Liabilities Cap in the Contract Year in which the relevant Disallowed Cost was incurred, rather than the Contract Year in which the Disallowed Cost was determined,

and:

(iii) NuclearSub shall reimburse any 100% Margin Liabilities paid by Electrabel in excess of the revised 100% Margin Liabilities Cap for each relevant Contract Year; and

(iv) Electrabel shall pay any unpaid 100% Margin Liabilities to the extent that such unpaid liabilities, together with the 100% Margin Liabilities paid in the relevant Contract Year, are less than the revised 100% Margin Liabilities Cap for each relevant Contract Year.

(D) Clauses 25.1(B) and 25.1(E) shall not prevent, limit or exclude Electrabel's liability in respect of the following (which will also not count towards the 100% Margin Liabilities Cap, the Insurance Liabilities Cap, the Annual Cap or the Aggregate Cap):

(i) Wilful Misconduct;

(ii) fraud or fraudulent misrepresentation;

(iii) the non-payment of the industry-wide applicable wage scales and taxes and social security contributions fines or penalties imposed on NuclearSub resulting from a breach by Electrabel of mandatory Applicable Laws;

(iv) the repayment of Disallowed Costs that fall within limb (A) of the definition of Disallowed Costs;

(v) repayment of amounts advanced by NuclearSub to Electrabel pursuant to this Agreement in respect of Costs anticipated to be incurred in the provision of Services but which are not actually expended by Electrabel in connection with the performance of the Services;

(vi) Subcontractor Delay LDs and/or Net Recovered Amount and/or Subcontractor Indemnity Amounts payable by Electrabel under Clause 7.5(B) and/or Net Proceeds Amount received by Electrabel under Clause 16.5(A); and/or

(vii) any interest payable under Clause 9.11.

(E) The aggregate liability of Electrabel under Clause 26.1(A) in respect of personal injury to or death of any person or damage to any real property shall not exceed:

(i) the maximum amount received by Electrabel under the relevant Electrabel Insurance in respect of the relevant liability; or

(ii) if and to the extent that the relevant Electrabel Insurance fails to respond to any claim in respect of personal injury or death or damage referred to in Clause 26.1(A) as a direct result of any breach by Electrabel of its obligations under the relevant insurance, or any vitiating acts by Electrabel in respect of such policy of insurance (including fraud, material misrepresentation, non-disclosure or breach of any warranty or condition of any policy), the maximum amount that would have been recovered by Electrabel under the relevant Electrabel

Insurance had the relevant breach or vitiating act not been committed by Electrabel.

(F) Clauses 25.1(B)(i), 25.1(B)(iii) and 25.1(B)(iv) shall not prevent, limit or exclude Electrabel's liability under Clause 26.1(A) in respect of personal injury to or death of any person or damage to any real property (which will also not count towards the 100% Margin Liabilities Cap, the Annual Cap or the Aggregate Cap).

25.2 Excluded losses

(A) Subject to Clause 25.2(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 25.2(A) shall not prevent, limit or exclude:

(i) Electrabel's:

(a) liability to NuclearSub in respect of Availability Damages pursuant to Clause 17.1(A) (or damages in lieu of such Availability Damages pursuant to Clause 31.1(B));

(b) liability to account to NuclearSub for Subcontractor Delay LDs and/or Net Recovered Amount and/or Subcontractor Indemnity Amounts payable by Electrabel under Clause 7.5(B) and/or Net Proceeds Amount received by Electrabel under Clause 16.5(A);

(c) liability in respect of O&M Costs Overrun Payments pursuant to Clause 12.2(C) or LTO Capex Overrun Payment pursuant to Clause 12.2 (or damages in lieu of such O&M Costs Overrun Payments or LTO Capex Overrun Payment pursuant to Clause 31.1(B));

(d) repayment obligations pursuant to Clause 14.4; and/or

(e) liability in respect of the Minimum Payment Margin Reimbursement Amount pursuant to Clause 17.3.

(ii) NuclearSub's liability to Electrabel in respect of the payment of the Fees; and

(iii) either Party's liability in respect of:

(a) fraud or fraudulent misrepresentation;

(b) any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability; and/or

(c) the payment of any Net Monthly Services Fee pursuant to Clause 9.5, Annual Reconciliation Payment pursuant to Clause 9.8, LTO Services Completion Payment pursuant to Clause 9.8, the LTO Waste Handling Services Fee Reconciliation Payment pursuant to 9.10(I), LTO Waste VAF Reconciliation Payment pursuant to Clause 9.10(C), Disallowed Costs Reimbursement Amounts pursuant to Clause 9.6, and/or Budget Balancing Payments pursuant to Clause 11.6,

25.3 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.

25.4 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 or contributed to by a NuclearSub Breach.

25.5 NuclearSub's Liability

(A) Without prejudice to Clause 25.2 and subject to Clause 25.5(B), 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 NuclearSub under or in connection with this Agreement shall be limited to four hundred million euros (€400,000,000) ("**NuclearSub Aggregate Cap**").

(B) Clause 25.5(A) shall not prevent, limit or exclude NuclearSub's liability in respect of the following (which will also not count towards the NuclearSub Aggregate Cap):

(i) Wilful Misconduct (excluding if, and to the extent, caused or contributed to by Electrabel);

(ii) fraud or fraudulent misrepresentation (excluding if, and to the extent, caused or contributed to by Electrabel);

(iii) fines or penalties imposed on Electrabel resulting from a breach by NuclearSub of mandatory Applicable Laws (excluding if, and to the extent, such breach was caused or contributed to by Electrabel);

(iv) NuclearSub's liability to Electrabel in respect of the payment of the Fees; and

(v) any interest payable under Clause 9.11; and

(vi) personal injury to or death of any person or damage to any real property under Clause 26.2(A).

(C) The aggregate liability of NuclearSub in respect of personal injury to or death of any person or damage to any real property under Clause 26.2(A) shall not exceed:

(i) the maximum amount recoverable by NuclearSub under the relevant NuclearSub Insurance; or

(ii) if and to the extent that the relevant NuclearSub Insurance fails to respond to any claim in respect of personal injury or death or damage referred to in Clause 26.2(A) as a direct result of any breach by NuclearSub of its obligations under the relevant insurance or any vitiating acts by Electrabel in respect of such policy of insurance (including fraud, material misrepresentation, non-disclosure or beach of any warranty or condition of any policy), the maximum amount that would have been recovered by NuclearSub under the relevant NuclearSub Insurance had the relevant breach or vitiating act not been committed by NuclearSub.

26. INDEMNITIES

26.1 Electrabel Indemnity

(A) Subject to Clause 26.1(B), Electrabel shall indemnify NuclearSub and keep NuclearSub fully and effectively indemnified from and against any and all losses, damages and/or reasonable expenses (including reasonable legal fees and costs) ("**NuclearSub Indemnified Losses**") arising in respect of:

(i) personal injury to or death of any person; and/or

(ii) any damage to any real property including the property of NuclearSub,

in each case arising out of or in connection with and subject to the provisions of this Agreement if and to the extent that the same is due to the negligence of Electrabel (excluding, without prejudice to Clause 7.5(B)(iii), to the extent caused or contributed to by any Subcontractor).

(B) The indemnification obligation in Clause 26.1(A) shall apply only if and to the extent that the relevant NuclearSub Indemnified Losses have not already been recovered by NuclearSub or BEGOV or any of BEGOV's Affiliates under any other Transaction Document.

26.2 NuclearSub Indemnity

(A) NuclearSub shall indemnify Electrabel and its Subcontractors and keep Electrabel and its Subcontractors fully and effectively indemnified from and against any and all losses, damages and/or reasonable expenses (including reasonable legal fees and costs) arising in respect of:

(i) personal injury to or death of any person; and/or

(ii) any damage to any real property including the property of Electrabel and its Subcontractors,

in each case arising out of or in connection with and subject to the provisions of this Agreement if and to the extent that the same is due to the negligence of NuclearSub.

26.3 Conduct of claims

(A) For the purposes of this Clause 26.3, "**Indemnity Claim**" means a claim (or circumstance which the claiming Party reasonably believes may give rise to a claim) under any of the indemnities referred to in this Agreement.

(B) The indemnified Party in respect of an Indemnity Claim shall:

(i) give to the indemnifying Party prompt notice (in accordance with Clause 27) of any Indemnity Claim of which it becomes aware;

(ii) where relevant:

(a) not make any admission or take any other action, which might be prejudicial thereto without the prior written consent of the indemnifying Party; and

(b) give to the indemnifying Party conduct of any litigation which may ensue and all negotiations for a settlement of the Indemnity Claim (provided that the indemnifying Party shall consult with the indemnified Party on an ongoing basis in respect of such Indemnity Claim); and

(iii) give to the indemnifying Party, at the request and expense of the indemnifying Party, all reasonable assistance in connection with any such Indemnity Claim.

(C) If the indemnifying Party does not assume the defence of an Indemnity Claim in accordance with Clause 26.3(B) within thirty (30) Business Days of that Indemnity Claim being notified in writing to the indemnifying Party, the indemnified Party, or a person designated by the indemnified Party, may defend the Indemnity Claim in such manner as it may deem appropriate. The indemnifying Party shall indemnify the indemnified Party against any costs and expenses incurred in connection with defending any such Indemnity Claim provided that such costs are reasonably and properly incurred and the indemnified Party provides reasonable supporting evidence of such costs and expenses.

27. NOTICES

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

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

(i) in the case of Electrabel:

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

Email address: [redacted]

Attention: [redacted]

(ii) in the case of NuclearSub:

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

Email address: [redacted]

Attention: [redacted]

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

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

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

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

and, if a particular department or officer is specified as part of its address details provided under Clause 27(B), if addressed to that department or officer.

(D) Any communication which becomes effective, in accordance with Clause 27(C), after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following Business Day.

(E) A Party which is the intended recipient of a notice may waive by way of writing any of the requirements of this Clause 27 with respect to a notice delivered or to be delivered to it.

(F) Upon Closing, the notice details for NuclearSub shall be substituted by NuclearSub in accordance with Clause 27(B).

28. INCORPORATION BY REFERENCE

Clauses 4.1 (*Entire agreement*), 4.2 (*Amendment*), 4.3 (*Remedies and waivers*), 4.5 (*No partnership*), 4.6 (*Assignment*), 4.7 (*Nullity and partial invalidity*), 4.9 (*Counterparts*), 4.10 (*Third Parties*), 4.8 (*Exclusive termination remedies*), 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.

29. GOVERNING LAW AND DISPUTE RESOLUTION

29.1 Governing Law

This Agreement, including the arbitration agreement laid down in Clause 29.5, 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.

29.2 Jurisdiction

Subject to Clauses 29.4 and 29.5(J), any Dispute shall be resolved in accordance with the following provisions:

(A) any Expert Dispute Matter may be referred by either Party for determination in accordance with the Expert Determination Procedure; or

(B) subject to Clauses 29.5(B) to 29.5(G) (inclusive), the courts of Belgium shall have exclusive jurisdiction to decide any Dispute other than an Expert Dispute Matter.

29.3 Waiver of immunity

The Parties shall immediately execute any award or judgment issued in respect of any Dispute in accordance with this Agreement and each Party hereby irrevocably waives every immunity of jurisdiction or execution that it may have in relation to such award or judgment.

29.4 Initial Resolution and Escalation

(A) In the event of a Dispute, either Party may notify the other Party of that Dispute and the Parties shall attempt to resolve the Dispute at working level without the involvement of the Senior Stakeholders. If the Parties are able to resolve a Dispute, then the Parties shall record the resolution in writing and cause it to be implemented. For the avoidance of doubt, any such resolution shall not constitute an amendment to this Agreement or a waiver by the Parties of their rights under this Agreement, save where this is expressly provided for in writing.

(B) If the 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 Party may, upon expiry of that period, escalate the Dispute to the Senior Stakeholders and the Senior Stakeholders shall discuss the matter in good faith with a view to resolving it. If the relevant Senior Stakeholders are able to resolve a Dispute, then the Parties 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.

(C) 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 29.4(A), then:

(i) in respect of any Expert Dispute Matter, either Party may refer the relevant Expert Dispute Matter for determination in accordance with the Expert Determination Procedure; or

(ii) in respect of any Dispute other than an Expert Dispute Matter, either Party may seek resolution of the Dispute in accordance with the requirements of clauses 29.2 and 29.5(A) to 29.5(J).

29.5 Arbitration Option

(A) The Parties agree that either of them (regardless of whether it is claimant or respondent) may submit a Dispute that is not an Expert Dispute Matter, for final resolution, to arbitration under the UNCITRAL Arbitration Rules in force at the date of this Agreement, provided that:

(i) the tribunal shall consist of three (3) arbitrators;

(ii) the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague and, if:

(a) 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

(b) within ten (10) Business Days after the appointment of the second arbitrator, the two (2) 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);

(iii) the seat of arbitration will be The Hague, the Netherlands; and

(iv) the language of the arbitral proceedings will be English.

(B) Neither Party shall initiate court proceedings under Clause 29.2(B) in respect of any Dispute (such Party being the "**Initiating Party**") before giving the other Party (the "**Responding Party**") 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.

(C) Within twenty (20) Business Days of receipt of a notice under Clause 29.5(B), the Responding Party may give the Initiating Party written notice that either: (i) the Responding Party intends to submit the Dispute to arbitration in accordance with this Agreement (the "**Responding Party Arbitration Option**"); or (ii) the Responding Party requires the Initiating Party to submit the Dispute to arbitration in accordance with this Agreement (the "**Initiating Party Arbitration Option**", and the Responding Party Arbitration Option and the Initiating Party Arbitration Option shall be jointly referred to as the "**Arbitration Options**" and individually as an "**Arbitration Option**").

(D) In the absence of any Arbitration Option being notified within the period of twenty (20) Business Days set out in Clause 29.5(C), the Responding Party shall be deemed to have finally waived the Arbitration Options and the Initiating Party may initiate court proceedings under Clause 29.2(B).

(E) 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 the relevant notice under Clause 29.5(C) (in which case the Responding Party shall be deemed to have waived the Responding Party Arbitration Option).

(F) 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 29.5(A).

(G) The Parties agree that, if the Initiating Party initiates court proceedings in relation to:

(i) an Expert Dispute Matter; or

(ii) any Dispute that is not an Expert Dispute Matter without complying with the requirements of Clauses 29.5(B) to 29.5(F) (inclusive),

then, on the demand of the relevant Responding Party, the relevant Initiating Party shall waive ("*afstand van geding/désistement d'instance*") those court proceedings within twenty-eight (28) days of the date on which the relevant Responding Party:

(a) in respect of an Expert Dispute Matter, refers the relevant Expert Dispute Matter to the Expert Determination Procedure; or

(b) in respect of any Dispute that is not an Expert Dispute Matter, commences arbitration proceedings in respect of the Dispute or notifies the Initiating Party that the Responding Party requires the Initiating Party to submit the Dispute to arbitration in accordance with Clause 29.5(A).

(H) If the Responding Party makes a demand for discontinuance within twenty (20) days of notification of the court proceedings, the Initiating Party shall be responsible for all costs incurred in connection with any court proceedings referred to in Clause 29.5(G) and the Initiating Party shall indemnify the Responding Party in respect of any such costs

(including any such costs that the Responding Party may be liable to pay under any order made in the court proceedings).

(I) Each Party consents to any request from the other Party to consolidate any arbitration under this Agreement with any arbitration commenced under any other Transaction Document(s), including, if necessary, the joinder of any additional party to the arbitration.

(J) 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.

29.6 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.

30. EXPERT DETERMINATION

30.1 Application of Expert Determination Procedure

Where this Agreement states that a matter may be referred for determination in accordance with the Expert Determination Procedure (each an "**Expert Dispute Matter**"), the Party wishing to begin the Expert Determination Procedure shall give notice to the other Party of such intention and the Parties shall use their reasonable endeavours to agree the identity of an appropriate Independent Expert in accordance with Clause 30.2 and the following provisions of this Clause 30 shall apply.

30.2 Appointment of the Independent Expert

(A) If any Expert Dispute Matter is referred to an Independent Expert, the Independent Expert shall be (unless the Parties expressly agree otherwise), for the purposes of:

(i) financial matters under this Agreement, an independent auditor ("bedrijfsrevisor" / "réviseur d'entreprise") appointed by agreement between the Parties or, if the Parties fail to agree upon the appointment within ten (10) Business Days of the other Party having been given the referring Party's decision to refer the matter to an Independent Expert, an independent auditor appointed by or on behalf of President of the IBR-IRE ("*Instituut van de Bedrijfsrevisoren" / "Institut des Réviseurs d'entreprises*"), or any replacement or successor body, at the request of either Party; or

(ii) technical matters under this Agreement, an independent engineer appointed by agreement between the Parties or, if the Parties fail to agree upon the appointment within ten (10) Business Days of the other Party having been given the referring Party's decision to refer the matter to an Independent Expert, an independent engineer appointed by or on behalf of President of the ie-net

ingenieursvereniging VZW/ASBL, or any replacement or successor body, at the request of either Party.

(B) The Parties shall use reasonable endeavours to procure that within ten (10) Business Days of the Independent Expert being selected under Clause 30.2(A):

(i) the Independent Expert confirms in writing to the Parties that:

(a) it is willing and available to act in relation to the Expert Dispute Matter; and

(b) it has no conflict of interest that prevents it from determining the Expert Dispute Matter; and

(ii) the terms of appointment of the Independent Expert are agreed between the Parties and an appointment letter entered into among them.

(C) If the Parties are unable to agree the final form of the terms of appointment within fifteen (15) Business Days of the Independent Expert being selected under Clause 30.2(A), then the final form of the terms of appointment shall be determined by, or on behalf of, President of the IBR-IRE ("Instituut van de Bedrijfsrevisoren" / "Institut des Réviseurs d'entreprises") or President of the ie-net ingenieursvereniging VZW/ASBL (as applicable), or any replacement or successor body, who shall agree with the Independent Expert the terms of the Independent Expert's appointment.

30.3 Instructions to the Independent Expert

(A) The Parties shall instruct the Independent Expert:

(i) to act fairly and impartially;

(ii) to take the initiative in ascertaining the facts and the law, including by:

(a) considering any written representations, statements and experts' reports submitted to the Independent Expert by the Parties;

(b) instructing an expert and/or taking counsel's opinion as to any matter raised in respect of the Expert Dispute Matter, provided that the Independent Expert may not delegate the responsibility for making the Expert Determination to such expert or counsel;

(c) opening up, reviewing and revising any opinion, assessment, certificate, instruction, determination or decision of whatsoever nature given or made under this Agreement, provided that the Independent Expert may not in so doing purport to determine any matter not to be determined under this Agreement by the Expert Determination Procedure; and

(d) requesting the Parties to produce such information, evidence, supporting documentation or explanations (in each case in written or documentary form), and to provide such assistance, as the Independent Expert considers to be relevant to the Expert Dispute Matter or necessary to make the Expert Determination, provided that the Independent Expert may not request any information, evidence, supporting documentation or explanations that would be privileged from production in court proceedings;

(B) to make the Expert Determination in accordance with Applicable Laws in relation to the Expert Dispute Matter referred to the Independent Expert; and

(C) to determine the Dispute and give notice (such notice to include the Independent Expert's opinion as to the matters under Dispute) to the Parties of this determination (the "**Expert Determination**") within the shortest practicable time of the Independent Expert's appointment.

30.4 Independent Expert not arbitrator

(A) The Independent Expert shall act as an expert and not as an arbitrator and shall give the Expert Determination in writing. The law relating to arbitrators and arbitrations shall not apply to the Independent Expert, the Expert Determination or the Expert Determination Procedure.

30.5 Submissions to the Independent Expert

Each Party shall provide the Independent Expert with all information, evidence, supporting documentation, explanations and assistance that the Independent Expert reasonably requests from that Party to determine the Expert Dispute Matter, provided that:

(A) if a Party is bound by a confidentiality undertaking in respect of any such information, evidence or supporting documentation that would prevent such Party from disclosing such information, evidence or supporting documentation in full, that Party may (to the extent permitted by the relevant confidentiality undertaking) make available to the Independent Expert certified extracts of relevant information, evidence or supporting documentation; and

(B) if a Party fails to produce any such information, evidence, supporting documentation, explanation or assistance, the Independent Expert:

(i) shall continue the determination process in the absence of that information, evidence, supporting documentation, explanation or assistance; and

(ii) may draw appropriate inferences from any such failure, such inferences being, subject to Clause 30.7, the sole remedy available to a Party for another Party's failure to provide the Independent Expert with all information, evidence, supporting documentation, explanations and assistance that the Independent Expert reasonably requests to determine the Expert Dispute Matter.

30.6 Determination conclusive

(A) In the absence of fraud or manifest error, the Expert Determination shall be final, conclusive and binding on the Parties, provided that, if either Party believes the Expert Determination is a result of:

(i) fraud, then that matter (as distinct from the Expert Dispute Matter being considered by the Independent Expert) may be referred by either Party for resolution in accordance with Clause 29.2(B); or

(ii) manifest error, then that matter (as distinct from the Expert Dispute Matter being considered by the Independent Expert) may be referred by either Party for resolution in accordance with Clause 29.2(B) within twenty (20) Business Days of the Independent Expert giving notice to the Parties of the Expert Determination.

(B) The Parties agree to take any subsequent steps to give effect to the Expert Determination.

(C) The Parties agree that a failure to disclose any materials that the Independent Expert reasonably requests to determine an Expert Dispute Matter pursuant to Clause 30.5 shall not affect the validity of the relevant Expert Determination.

(D) The Independent Expert shall have the power to direct that interest on any amounts determined by the Independent Expert to be payable in accordance with the Expert Determination Procedure shall be payable by one Party to the other as compensation for delay in receipt in respect of the period following the date on which the matter was referred to Expert Determination. Such interest shall be at the Default Rate.

(E) Any amounts determined by the Independent Expert to be payable by one Party to another as a result of the Expert Determination shall be paid no later than twenty (20) Business Days after the date on which the Independent Expert gave notice of the Expert Determination.

30.7 Fees and costs

(A) The Independent Expert may, in its determination and having regard to the Parties' relative success and failure with respect to the relevant Expert Dispute Matter, apportion the Independent Expert's fees, costs and expenses and the Parties' legal costs and other expenses incurred in respect of the relevant Expert Determination between the Parties. Without such a direction, each Party shall bear fifty per cent (50%) of the fees, costs and expenses of the Independent Expert and each Party shall bear its own legal costs and other expenses incurred in respect of the relevant Expert Determination.

(B) The Parties shall be jointly and severally liable to the Independent Expert for the Independent Expert's fees and for all costs and expenses reasonably incurred by the Independent Expert in connection with the relevant Expert Determination. If a Party fails to pay part of the fees, costs and expenses for which it is liable, the other Party may

pay such fees, costs and expenses and may recover the same from the defaulting Party as a debt.

30.8 Replacing the Independent Expert

If either:

(A) the Independent Expert is at any time unable or unwilling to act; or

(B) a Party refers a matter for resolution under Clause 30.6(A) and the Parties resolve, or a court or an arbitral tribunal confirms, that an Expert Determination is a result of fraud or manifest error and should not continue to apply and should be re-determined by an Independent Expert,

then a new Independent Expert shall be appointed in accordance with Clauses 30.2 and 30.3, provided that the wording "within ten (10) Business Days of the other Party having been given the referring Party's decision to refer the matter to an Independent Expert" in Clause 30.2(A) shall read "within ten (10) Business Days of the date on which the Parties become aware that the Independent Expert is unable or unwilling to act or the date on which the Parties resolve, or a court or an arbitral tribunal confirms and such confirmation is served on the Parties, that an Expert Determination is a result of fraud or manifest error and should not continue to apply and should be re-determined by an Independent Expert (as applicable)" for the purposes of this Clause 30.8. The provisions of this Clause 30 shall apply to such replacement Independent Expert.

30.9 Confidentiality

Before the appointment of the Independent Expert, the Parties shall use reasonable endeavours to obtain a confidentiality undertaking from the Independent Expert in a form to be drawn up by Electrabel and approved by NuclearSub (such approval not to be unreasonably conditioned, withheld or delayed). Such confidentiality undertaking shall include an undertaking that the Independent Expert shall keep confidential any information supplied to it in accordance with this Clause 30 or otherwise acquired during the course of its appointment under this Agreement. The Parties further agree to keep confidential any documentation or information received by them pursuant to the Expert Determination Procedure, subject to and in accordance with Clause 19 and Clause 5 of the CTA incorporated pursuant to Clause 28.

31. GENERAL PROVISIONS

31.1 Liquidated damages

(A) The Parties agree and acknowledge that each of:

(i) the rate of Availability Damages relates to the protection of a genuine and legitimate business interest of NuclearSub, is proportionate to such interest and is not a penalty and represents a genuine pre-estimate of all losses that NuclearSub is likely to suffer as a result of Electrabel failing to achieve a Real Availability of ninety per cent (90%) or more; and

(ii) the LTO Capex Overrun Payment and the O&M Costs Overrun Payment relate to the protection of a genuine and legitimate business interest of NuclearSub, are proportionate to such interest and are not a penalty and represent a genuine pre-estimate of all losses that NuclearSub is likely to suffer as a result of a Cost Overrun.

(B) In the event that the Availability Damages, LTO Capex Overrun Payment and/or O&M Costs Overrun Payment are found to be void or unenforceable for any reason, Electrabel shall be deemed to have agreed to such provisions that conform with the maximum permitted by Applicable Law, and any provision of the relevant Clause exceeding such limitations will be automatically reformed accordingly, provided that the amount of Availability Damages, LTO Capex Overrun Payment and/or O&M Costs Overrun Payment payable will never exceed the amount that would have been payable under this Agreement in the event that they were not void or unenforceable.

31.2 Set-off

(A) Either Party may at any time, without notice to the other Party, 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 31.2(A) shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

(B) A Party shall, as soon as is reasonably practicable, notify the other Party of any set-off under Clause 31.2(A).

31.3 Representations and Warranties

Each Party represents and warrants to the other Party that, as at the Effective Date:

(A) it is a limited liability company, duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(B) it has the power to own assets and carry on its business as it is currently being conducted and as contemplated by this Agreement; and

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

(i) Applicable Law;

(ii) its constitutional documents; or

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

31.4 Relevant Surviving Provisions

Under this Agreement, the following provisions shall comprise "**Relevant Surviving Provisions**" for the purposes of the CTA, Clause 1 (*Definitions and interpretation*), Clause 9.8

(*Annual Reconciliation*), Clauses 9.10(A) to 9.10(D) (inclusive) (*LTO Waste*), Clauses 9.10(I) to 9.10(M) (inclusive) (*LTO Waste*), Clause 19 (*Confidentiality*), Clause 28 (*Incorporation by reference*), Clause 29 (*Governing law and Dispute Resolution*) and Clause 30 (*Expert Determination*).

31.5 Parties' personnel

(A) The Parties agree that the employees of Electrabel, the Subcontractors or NuclearSub shall at all times remain under the authority of, respectively, Electrabel, the Subcontractors or NuclearSub.

(B) Each Party shall at all times refrain from exercising the authority typical of any employer over the employees of the other Party or any Subcontractor and the Parties agree that disciplinary power, the right to hire and dismiss, the right to determine the conditions of employment and the right to determine the remuneration and prerequisites of employees which take part in the Services shall at all times remain with the relevant employer in relation to the employees that that Party employs.

31.6 Health and safety

(A) When working at the LTO Units, Electrabel shall, and shall procure that its Subcontractors shall, adhere to the applicable health and safety rules and health and safety measures specific to the LTO Units, as well as the health and safety legislation.

(B) If Electrabel does not or does not adequately comply with the obligations referred to in Clause 31.6(A), NuclearSub may itself take the necessary measures, excluding any measures that can only be taken by Electrabel as the Nuclear Operator, at the expense of Electrabel in the absence of defining an action plan by Electrabel within a reasonable time but not less than three months following a written notice to this end.

(C) Electrabel shall procure that each Subcontract with a Subcontractor that carries out work on the LTO Units includes clauses similar to Clauses 31.6(A) and 31.6(B) and, in respect of Clause 31.6(B), which enables Electrabel to take necessary measures if the Subcontractor does not comply with the applicable health and safety rules.

(D) In case of a serious accident, as defined by article 94bis of the Act of 4 August 1996 on the wellbeing of employees in the performance of their work, Electrabel's internal prevention service will be informed thereof, and an analysis of the accident will be performed by Electrabel.

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.

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

Name: Thierry Saegeman

Title: CEO and director

Name: Pierre-François Riolacci

Title: Chief Finance Officer and director

Schedule 1
LTO Services

1. Scope and resources

1.1 The "**PSR/LTO Programme**" consists of 8 subprogrammes as set out below and in the document titled 'Expectations from the Safety Authority regarding the Long Term Operation of Doel 4 and Tihange 3' (*Verwachtingen van de veiligheidsautoriteit voor de langetermijnuitbating van de kernreactoren Doel 4 en Tihange 3* / *Attentes de l'autorité de sûreté pour l'exploitation à long terme des réacteurs nucléaires de Doel 4 et Tihange 3*) and published by FANC-AFCN as may be updated from time to time.

The following decomposition (in 8 subprogrammes) is used at Level 2 of the PSR/LTO Programme (which is Level 1) WBS:

(A) PGM scope: Electrabel shall undertake all activities and deliverables to describe the management of the PSR/LTO Programme and associated sub-programmes. This WBS Level 2 does not encompass the activities related to the management of the projects/work packages.

(B) PC scope: Electrabel shall undertake all activities and deliverables necessary to demonstrate that the necessary documentation exists and that the specific plant programmes and processes are mature and effective as a prerequisite for PSR LTO (as described below).

(ref IAEA Specific Safety Guide 48): "The following nuclear power plant documentation and programmes relevant to ageing management and, where relevant, evaluation for long term operation (also called 'preconditions for long term operation') should be in place at the plant:

(i) the safety analysis report and other current licensing basis documents;

(ii) configuration and modification management programmes, including design basis documentation;

(iii) plant programmes relevant to ageing management;

(iv) plant programmes relevant to long term operation;

(v) the corrective action programme;

(vi) time limited ageing analyses.

Each plant programme and analysis should be properly documented in safety analysis reports or in other current licensing basis documents, which should clearly and adequately describe the current licensing basis or the current design basis requirements for operation of the nuclear power plant."

The plant programmes mentioned under (iii) and (iv) are the following:

(a) maintenance programmes;

(b) equipment qualification programmes;

(c) in-service inspection programmes;

(d) surveillance programmes;

(e) water chemistry programmes.

(C) AGE scope: Electrabel shall undertake all activities and deliverables necessary to demonstrate that the physical ageing and technological obsolescence effects will be adequately managed and to demonstrate that the SSC's maintain their intended function and their required equipment qualification (i.e., the SSC's are capable of performing designated safety functions on demand under postulated service conditions including a harsh accident environment, *for example,* loss of coolant, high energy line break and seismic or other vibration conditions). Where relevant, technical interventions will be defined and managed.

(D) DES scope: Electrabel shall undertake all activities and deliverables necessary to re-evaluate the design for the LTO Units NPP in order to identify, develop and implement the design improvements.

(E) KCB scope: Electrabel shall undertake all activities and deliverables to demonstrate that there is an adequate management in place for competencies, knowledge and behaviour in order to ensure safe operation in the long term.

(F) TI scope: Electrabel shall undertake all activities and deliverables to define a specific overall onetime test and (additional) inspection programme in accordance with the methodology of the T&I programme (SAP - 10011194818), and that, after validation by FANC-AFCN, will be implemented to test, as far as feasible, the functional behaviour of SSC.

(G) ELP scope: Electrabel shall undertake all activities and deliverables related to developing the EIA related to the LTO, including consultation and follow up. This subprogram also includes the preparation of necessary licensing and permitting documents in frame of the LTO.

(H) PSR scope: Electrabel shall undertake all activities and deliverables to perform a comprehensive safety review of all important aspects of safety of the LTO Units NPP according to IAEA Specific Safety Guide 25 ("**SSG-25**"), and to implement the withheld actions following the global assessment conducted in accordance with that SSG-25.

1.2 Electrabel shall undertake such activities as it considers reasonably necessary with respect to scheduling, studies, engineering, procurement, installation and commissioning with respect to the PSR/LTO Programme.

2. Programme requirements

2.1 Electrabel shall finalise the PSR LTO studies as defined in the scope and methodology document for the LTO as submitted to FANC-AFCN by Electrabel and commented on by FANC-AFCN from time to time.

2.2 Electrabel shall define the GAL containing the commitments towards FANC-AFCN and the actions related to the LTA sub programme.

2.3 Electrabel shall define, monitor and optimise (to the extent reasonably practicable to maximise availability during the winter periods and based on actual scope of works for each outage) the anticipated outline timing schedule for the overall PSR/LTO Programme and its constituent sub-programmes, both for development phase and implementation phase.

2.4 Electrabel shall mobilise the resources which Electrabel considers are reasonably necessary to carry out the development and implementation activities.

2.5 Electrabel shall liaise with such third parties as it considers reasonably necessary in furtherance of the development and implementation activities.

2.6 Electrabel shall develop the project breakdown structure for the implementation phase.

2.7 Electrabel shall carry out such preparatory work and negotiate and enter into any contracts in relation to long-lead items which Electrabel, acting as Nuclear Operator, considers to be reasonably necessary with respect to the LTO and Clause 7.1 (*Joint Objective*) of this Agreement.

3. Development phase

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

(A) the components of the PSR/LTO Programme;

(B) the requirements agreed with FANC-AFCN and related to the WENRA 2014 RL and WENRA 2020 RL (where "**WENRA**" means the Western European Nuclear Regulators' Association and "**RL**" refers to the safety reference levels within the relevant WENRA documentation);

(C) the nuclear fuel supply chain and nuclear fuel assemblies; and

(D) the interaction of:

(i) the execution of the PSR/LTO Programme and the operational life of the LTO Units; with

(ii) any existing or proposed decommissioning programme.

(E) in order to deliver the PSR LTO summary report (as required by the GAL) and GAL with associated schedule for review by the FANC-AFCN (including Bel V).

3.2 Electrabel shall use all reasonable endeavours to obtain approval/endorsement from FANC-AFCN on the GAL to be implemented.

3.3 Electrabel shall prepare the Final LTO Budget and related Budget Updates in accordance with this Agreement.

4. Implementation phase

4.1 Electrabel shall develop, prepare, implement and undertake the after care (i.e., administrative closure) of the agreed commitments (and the underlying implementation projects) set out in the GAL in the different subprogrammes in line with the timing agreed with FANC-AFCN.

4.2 Electrabel shall carry out such implementation project within the Sites with applicable governance (project, modification and intervention processes) up to and including the necessary implementation for the O&M teams (new maintenance plans, new operating procedures, etc).

4.3 Electrabel shall define, prepare and implement the necessary modifications during plant outages (define and optimize the outages duration/performance).

4.4 Electrabel shall perform an analysis of resources required for the performance of the LTO Services and identify where necessary additional recruitment is required to perform the LTO Services.

5. O&M mobilisation

5.1 Electrabel shall perform an analysis of the resources required for the performance of the O&M Services, identify where necessary additional recruitment is required to perform the O&M Services and provide all support required for this additional recruitment (including IT and recruitment services).

5.2 Electrabel shall prepare all required maintenance plans, operating procedures, Budgets, and any other documentation required for the performance of the O&M Services.

Appendix 1
Acronyms and Abbreviations

"**AGE**"	means ageing (LTO & LTA - reliability);
"**DES**"	means design;
"**EIA**"	means environmental impact assessment, licensing and permitting;
"**GAL**"	means the global action list;
"**KCB**"	means knowledge, competences & behaviour;
"**LTA**"	means long term availability (being part of the ageing subprogram);
"**NPP**"	means nuclear power plant;
"**PC**"	means pre-conditions;
"**PGM**"	means programme management;
"**PSR**"	means periodic safety review;
"**SSC**"	means systems structures and components;
"TC"	means tests and inspections;
"**WBS**"	means work breakdown structure.

Schedule 2
O&M Services

1. Overview

Electrabel shall:

(A) operate and maintain the LTO Units and Common Assets on a continuous basis to respond to the electricity demand and, to the extent reasonably practicable, to maximise availability during the winter periods, based on daily working hours basis and shift system basis (24/24 hours, 7/7 days);

(B) perform all inspections, as defined in the maintenance strategies based on Applicable Laws, technical specifications, safety assessment reports, the OEM recommendations and the Standard of Care;

(C) perform Unscheduled Maintenance (as defined in paragraph 3.5);

(D) ensure adequate operational measures in case of emergency situations, and availability of operations, maintenance & safety personnel on the Sites for urgent repair activities;

(E) source and procure third party services, Spare Parts, wear parts, consumables and chemicals to the extent Electrabel considers reasonably required for the operation and maintenance of the LTO Units and Common Assets;

(F) monitor stocks of Spare Parts, wear parts and consumables;

(G) revise all documents (including procedures, instructions, operating experience, flow schemes (hydraulic, electrical, I&C)) in order to reflect the status of the LTO Units, as Electrabel considers required; and

(H) provide facility management services.

2. Operations

Electrabel shall carry out the operation of the LTO Units (including supporting infrastructure and installations) and common systems and Common Assets operated by Electrabel to the extent used in connection with the LTO Units. The activities to be performed by Electrabel include:

(A) operating the LTO Units during normal power operations, outages and incidents with a view to maximising the availability of the LTO Units;

(B) manipulations in the control room and locally in the installations;

(C) routine testing to verify the proper working of equipment and acceptance testing of modifications made to the installations and after maintenance;

(D) the registration of anomalies found during routine testing and the coordination of a strategy to address such anomalies;

(E) management of the Planned Outages, including setting the scope of each Planned Outage and managing periodic maintenance plans with a view to ensuring availability of the station in the medium term;

(F) improving the long-term availability of the LTO Units by applying an optimal chemical strategy with regards to fluid circuits (including implementing a policy that details the chemical conditioning of the various processes and discharge systems). The chemical performance will be measured by on-line measurements and by taking periodic samples that are analysed in laboratories with adequate analysing equipment. The chemical operators provide assistance to the Care department since they fulfil the role of radiation protection officer in absence of radiation protection staff;

(G) acting as point of contact for all communications about the availability of the LTO Units for the Transmission System Operator (Elia);

(H) producing and treating water of the required quality for use as process water in the nuclear installations or for discharge as waste water; guaranteeing a qualitative treatment of the liquid operational nuclear waste streams, in accordance with the Applicable Laws and the requirements agreed with the relevant Public Authorities;

(I) providing training to staff both as part of their initial, function specific, or more general training program and as part of refresh courses which may include use of the full scope simulators LTO Units; and

(J) providing assistance to Electrabel's Engineering department with regards to safety studies and keeping the Emergency Response Procedures (being the procedures to be used by Electrabel in the control room to respond to an incident or accident in order to bring the relevant LTO Unit to a safe situation) and other incident and accident procedures in line with the findings of the safety studies.

3. Maintenance

3.1 Electrabel shall carry out maintenance (scheduled or unscheduled) in respect of the LTO Units (including supporting infrastructure and installations) and common systems and Common Assets operated by Electrabel to the extent used in connection with the LTO Units which shall include the execution of the maintenance plans for the following components:

(A) valves, safety valves & reservoirs;

(B) pipes, heat exchangers (incl. steam generator) & filters;

(C) the reactor & its internals;

(D) turbine & alternator;

(E) diesel groups & their alternators;

(F) ventilators, pumps & compressors;

(G) cooling towers;

(H) electrical bus bars & circuit breakers;

(I) batteries;

(J) transformers, inverters & rectifiers;

(K) elevators & cranes;

(L) electric motors;

(M) primary & secondary instrumentation;

(N) primary & secondary control systems (e.g. reactor, turbine);

(O) fire, smoke, gas & flames detection systems;

(P) preventive inspections (e.g. vibration measurement & thermography's); and

(Q) insulation and scaffolding works needed for maintenance of the above.

3.2 Electrabel shall provide facility management services which will include:

(A) gardening;

(B) offices & sanitary cleaning;

(C) building & sanitary maintenance, including heat, ventilation, air conditioning.

3.3 Electrabel shall coordinate the maintenance internally and with other stakeholders.

3.4 Electrabel shall take the necessary measures for unplanned maintenance and repair as far as reasonably possible.

3.5 "**Unscheduled Maintenance**" means all repairs or replacements necessary for the installations except:

(A) repairs or replacements provided in daily maintenance;

(B) repairs or replacements provided in scheduled maintenance; and

(C) repairs or replacements within the scope of a guarantee or warranty from a manufacturer.

3.6 In the event Electrabel is required to perform Unscheduled Maintenance, Electrabel shall take reasonable steps to establish the nature & extent of the works necessary to remedy the

breakdown and its consequences and shall recommend the work to be carried out either by Electrabel itself or a Subcontractor. Operating Experience processes will be used to investigate these events. Electrabel will investigate the origin of the Unscheduled Maintenance as per the operating experience process.

4. Care

4.1 Care has legal responsibilities on both advisory level and operational level regarding the following domains:

(A) health and safety (incl. fire safety);

(B) nuclear safety (incl. radiation protection and emergency preparedness);

(C) security & reception; and

(D) environmental.

The legal responsibilities are based on national regulations except environmental which is regional.

4.2 The Care department shall:

(A) effectively monitor the proper functioning and continuous improvement of the above domains through audits and controls;

(B) use Care's expertise to motivate and guide everyone active on site towards excellence in the above domains. To this end, Care carries out the necessary actions to protect people and the environment; and

(C) seize the opportunities presented by the evolving environment to offer new services within the above domains, including experience management & human performance management.

5. Engineering

Electrabel shall:

(A) seek to ensure the availability of the equipment required in the medium and long term for the operation and maintenance of the LTO Units (including supporting infrastructure and installations) and common systems and Common Assets operated by Electrabel to the extent used in connection with the LTO Units. This shall be done by:

(i) component engineering (assigned to the maintenance department) – including the support of the maintenance teams on expertise and the analysis, monitoring and reporting of the safety and availability related components;

(ii) system engineering – including the analysis, monitoring and reporting of the systems; and

(iii) program engineering – including the competence centre with knowledge of nuclear regulations and the execution of in-service inspections;

(B) manage and advise all changes and upgrade of the installations in such a way that the design basis is always respected, including the role of the 'Design Authority' (the 'Design Authority' is a role of the operating permit holder for the LTO Units who has the ultimate responsibility to ensure that proposed changes or evolutions of design principles do not adversely affect the design basis or the basis on which the permit has been granted);

(C) take care of the full elaboration and implementation of the upgrade of the installations on Site; and

(D) prior to the expiry of the LTO, undertake all activities and deliverables to perform a comprehensive safety review of all important aspects of safety of the LTO Units NPP according to IAEA Specific Safety Guide 25 ("**SSG-25**"), and to implement the withheld actions following the global assessment conducted in accordance with that SSG-25.

6. Other O&M activities

Electrabel shall be responsible for the following support activities:

(A) nuclear fuel: the fuel organization is responsible for the Fuel services which include the reception of fresh fuel, the preparation and execution of the loading and unloading of the reactor cores until the used fuel element is finally discharged from the reactor to the spent fuel pools. Also neutronics and fuel accounting is part of this organization as being the contact for Euratom and indirectly for the IAEA (International Atomic Energy Agency). For the avoidance of doubt, all fuel handling activities related to spent fuel (e.g. dry storage cask activities, storing in wet or dry storage buildings) are excluded from the Services and governed under the Fuel Supply Agreements;

(B) communications: communicating internally and externally, including crisis communication and maintaining contacts with stakeholders internally and externally;

(C) human resources: managing all aspects related to recruitment, career and succession planning and skills (technical skills and soft skills);

(D) continuous improvement management: to act as leader/coordinator internally and externally for items related to continuous improvement (e.g. internal action plans, WANO, insurers) and responsible for document management on site in support of all other O&M activities;

(E) IT: follow-up of development and maintenance of all IT applications & infrastructure used by Electrabel for its management, including telephony and cyber security support;

(F) purchasing and warehousing: buying and storing Spare Parts; and

(G) finance & controlling support: responsible for budgeting (including the preparation of all Budgets, excluding the Final LTO Budget, and Budget Updates), financial reporting and controlling (including the preparation of all Biannual Reports).

7. LTO Waste Handling Services

Electrabel shall carry out the management of the LTO Waste in and the evacuation of LTO Waste from the LTO Units (including supporting infrastructure and installations) and Common Assets operated by Electrabel to the extent used in connection with the LTO Units. The activities to be performed by Electrabel shall include:

(A) waste handling, transport, sorting, processing, treatment and conditioning;

(B) contracting with external suppliers and authorities (including Belgoprocess);

(C) characterisation of the LTO Waste and declaration of these values in the appropriate template;

(D) operation, maintenance and investment in the waste treatment infrastructures, installations, equipment and tools;

(E) all qualification requirements (e.g. by NIRAS / ONDRAF for radioactive waste);

(F) making waste compliant with the applicable Contractual Transfer Criteria and ensuring full transfer and evacuation to adequate waste exit; and

(G) funding services provided by NIRAS / ONDRAF to Electrabel in connection with the LTO Waste, including communication, insolvency fund and management of the qualification on the treatment and conditioning installations.

8. EMSA related services

8.1 For the purposes of Paragraph 8, the following expressions shall have the following meanings:

(A) "**Availability**" means the available power production of each LTO Unit.

(B) "**Unplanned Outage**" means a (temporary) technical incapability of an LTO unit to produce nameplate capacity, excluding Planned Outage.

8.2 Electrabel shall:

(A) provide NuclearSub and Luminus with such information as NuclearSub may reasonably require for the purposes of assessing variations in Availability as required for the Energy Management Services Agreement(s); and

(B) subject to, if the EMSA Provider(s) is/are not a member of the ENGIE Group, NuclearSub and Luminus respectively procuring that the EMSA Provider(s) enter into direct confidentiality arrangements with Electrabel on terms acceptable to Electrabel acting reasonably, provide the Asset Data to the EMSA Provider(s) to the extent

reasonably required by the EMSA Provider(s) to perform the Energy Management Services Agreement(s) and based on existing practices and processes.

8.3 In the event of any Unplanned Outage, Electrabel shall:

(A) notify the EMSA Provider(s) of both NuclearSub and Luminus as soon as is reasonably practicable and in any event within one (1) hour of the occurrence of such Unplanned Outage;

(B) provide the EMSA Provider(s) with:

(i) details of the effect of such Unplanned Outage on Availability;

(ii) details of the suspected cause and expected duration of the relevant Unplanned Outage; and

(iii) an update as soon as reasonably possible on the situation to fulfil regulatory obligations and provide a plan for the mitigation and duration of the relevant Unplanned Outage within five (5) Business Days of such Unplanned Outage.

9. Modulation Services

9.1 Electrabel shall accept and execute any reasonable modulation request from NuclearSub with respect to an LTO Unit with respect to its power output, provided that Electrabel shall not be required to perform such request for the considerations set out in Clause 6.4 of the Remuneration Agreement (and Electrabel shall provide notice to NuclearSub of any non-performance of a modulation request, including the reasons for such non-performance, as soon as is reasonably practicable after the initiation of the request). NuclearSub, after validation of the RA Counterparty, will provide the bidding strategy to the EMSA Provider(s) (NuclearSub or Luminus). During operations of the LTO Units, the EMSA Provider of NuclearSub shall inform the EMSA Provider of Luminus with regards to the modulation service, as well as the potential activation of a modulation and confirm the activation 2 hours before.

Schedule 3
Form of Report

Financial and Technical Report: Doel 4, Tihange 3

Financial and Technical Report: Doel 4, Tihange 3

ENGIE Electrabel

Financial and Technical Report: Doel 4, Tihange 3

ENGIE Electrabel

Agenda

LTO Services 01

Budget update 02

03

04

01

LTO Services

Doel 4: LTO developments since last report

- [*Insert details of material LTO Services and update on progress of LTO Restart.*]

Tihange 3: LTO developments since last report

- [*Insert details of material LTO Services and update on progress of LTO Restart.*]

02

Budget update

Doel 4: O&M developments since last report

- [*Insert details of material O&M Services (including, for example, material outages, shutdowns or repairs)*.]

Tihange 3 : O&M developments since last report

- [*Insert details of material O&M Services (including, for example, material outages, shutdowns or repairs)*.]

LTO Services summary

Type of cost	Budgeted (€m)	Actual (€m)	Delta (€m)
Doel 4			
TOTAL LTO CAPEX			
TOTAL DEVEX			
TOTAL LTO COSTS Doel 4			
Tihange 3			
TOTAL LTO CAPEX			
TOTAL DEVEX			
TOTAL LTO COSTS Tihange 3			
TOTAL LTO COSTS			

Doel 4: LTO Services summary

Type of cost	Category	Budgeted (€m)	Actual (€m)	Delta (€m)
LTO Capex	*Staff Costs*	*[insert]*	*[insert]*	*[insert]*
	Other Costs	*[insert]*	*[insert]*	*[insert]*
	TE costs			
	ENGIE Affiliated services			
	Contingency			
TOTAL LTO CAPEX	*[insert]*	*[insert]*	*[insert]*	*[insert]*
Devex	*Staff Costs*	*[insert]*	*[insert]*	*[insert]*
	Other Costs	*[insert]*	*[insert]*	*[insert]*
	TE costs			
	ENGIE Affiliated services			
	Contingency			
TOTAL DEVEX	*[insert]*	*[insert]*	*[insert]*	*[insert]*
TOTAL LTO COSTS	*[insert]*	*[insert]*	*[insert]*	*[insert]*

Doel 4 : Devex

- **Budget**:
- **Actual spend**:
- **Difference**:
- [*insert notes/explanation*]

Doel 4: LTO Capex

- **Budget**:
- **Actual spend**:
- **Difference**:
- [*insert notes/explanation*]
- **Major works**: [*insert notes/explanation of any major works which have affected the budget and/or spend*]
- **Reallocations**: *[insert details of any re-allocations between categories of costs in the Final LTO Budget which exceed €1 million]*

Tihange 3: LTO Services summary

Type of cost	Category	Budgeted (€m)	Actual (€m)	Delta (€m)
LTO Capex	*Staff Costs*	*[insert]*	*[insert]*	*[insert]*
	Other Costs	*[insert]*	*[insert]*	*[insert]*
	TE costs			
	ENGIE Affiliated services			
	Contingency			
TOTAL LTO CAPEX	*[insert]*	*[insert]*	*[insert]*	*[insert]*
Devex	*Staff Costs*	*[insert]*	*[insert]*	*[insert]*
	Other Costs	*[insert]*	*[insert]*	*[insert]*
	TE costs			
	ENGIE Affiliated services			
	Contingency			
TOTAL DEVEX	*[insert]*	*[insert]*	*[insert]*	*[insert]*
TOTAL LTO COSTS	*[insert]*	*[insert]*	*[insert]*	*[insert]*

Tihange 3 : Devex

- **Budget**:
- **Actual spend**:
- **Difference**:
- [*insert notes/explanation*]

Tihange 3: LTO Capex

- **Budget**:
- **Actual spend**:
- **Difference**:
- [*insert notes/explanation*]
- **Major works**: [*insert notes/explanation of any major works which have affected the budget and/or spend*]
- **Reallocations**: *[insert details of any re-allocations between categories of costs in the Final LTO Budget which exceed €1 million]*


ENGIE
Electrabel


ENGIE
Electrabel

Schedule 4
Availability Guarantee

1. Definitions

For the purposes of this Schedule 4, the following expressions shall have the following meanings:

(A) "**Availability Damages**" means the Availability Damages O&M and the Availability Damages LTO;

(B) "**Availability Damages LTO**" means the liquidated damages attributable to the LTO Services to be paid in an Availability Year in the event that the Real Availability is less than the Target Availability in any Availability Year to be calculated in accordance the following formula:

ADS = MA – (AAM x AC)

where:

"**MA**" is the aggregate amounts received by Electrabel (via payment of the LTO Services Fee) in respect of the LTO Services for that Availability Year in respect of Availability Linked Margin applied to the LTO Capex;

"**AAM**" is the Availability Adjusted Margin for that Availability Year; and

"**AC**" is the aggregate LTO Capex incurred by Electrabel in respect of that Availability Year in respect of which the Availability Linked Margin was charged;

(C) "**Availability Damages O&M**" means the liquidated damages attributable to the O&M Services to be paid in an Availability Year in the event that the Real Availability is less than the Target Availability in any Availability Year to be calculated in accordance with the following formula:

ADS = MA – (AAM x AC)

where:

"**MA**" is the aggregate amounts received by Electrabel (via payment of the O&M Services Fee and LTO Waste Handling Services Fee) in respect of that Availability Year in respect of Availability Linked Margin applied to the Operating Costs, Recurring Capital Costs and Non-Recurring LTO Capital Costs;

"**AAM**" is the Availability Adjusted Margin for that Availability Year; and

"**AC**" is the aggregate Operating Costs, Recurring Capital Costs and Non-Recurring LTO Capital Costs incurred by Electrabel in respect of that Availability Year in respect of which the Availability Linked Margin was charged;

(D) "**Availability Adjusted Margin**" means, in respect of an Availability Year:

(i) if RA is greater than or equal to [redacted]

(ii) if RA is less than or equal to [redacted] and

(iii) otherwise, the amount (specified as a percentage) calculated in accordance with the following formula:

$$AAM = [redacted] * \frac{\text{RA} - [redacted]}{\text{TA} - [redacted]}$$

where:

"**AAM**" is the Availability Adjusted Margin for that Availability Year;

"**RA**" is the Real Availability for that Availability Year; and

"**TA**" is the Target Availability;

(E) "**Availability Linked Margin**" means the margin charged under limb (C) of the definition of Relevant Margin;

(F) "**Calculated Assumed Availability**" means, in respect of an Availability Year, the amount (specified as a percentage) calculated in respect of an LTO Unit in accordance with the following formula:

$$\left(\frac{CY\ - PO_{Non\ LTO} - FOR}{\text{CY} - PO_{Non\ LTO}}\right)$$

where:

"**PO_Non_LTO**" means, in respect of an Availability Year, 1,008 hours,

provided that where CY for the first or the final Availability Year is less than 8,760 hours, the Calculated Assumed Availability for that Availability Year shall be the amount (specified as a percentage) calculated in respect of an LTO Unit in accordance with the following formula:

$$\left(\frac{\text{AB} + \text{AC}}{8{,}760}\right) x100\%$$

where

"**"AA**" = 8,760 – CY

"**AB**" = [redacted] x AA

"**AC**" = $\left(\frac{CY\ -PO\ Non\ LTO\ PR\ \ -FOR}{\text{CY}-PO\ Non\ LTO\ PR}\right)$ x CY

"**PO Non LTO PR**" = Z x the lower of (i) 1,008 and (ii) CY

"**Z**" = $\left(\frac{CY}{8,760}\right)$

(G) "**FOR Exclusion Event**" means:

(i) any Qualifying Change in Law;

(ii) any of the following events which, for the avoidance of doubt, are deemed to be outside the control of Electrabel for the purposes of the definition of FOR Exclusion Event only:

(a) grid or transmission line unavailability and/ or restrictions;

(b) lack of demand (reserve shutdown, economic shutdown, or load following and over supply of non-flexible production);

(c) environmental limitations due to natural hazards (including low cooling pond level, water intake restrictions, earthquake or deluges that could not be prevented by operator action);

(d) labour strikes and other industrial action as such are interpreted by WANO from time to time;

(e) fuel coast downs;

(f) fuel conservation directed by any regulatory authority; and

(g) seasonal variations in gross dependable capacity due to cooling water temperature variations; and

(iii) any period in which a Force Majeure Event is affecting the LTO Units and/or the generation and export of electricity from the LTO Units, provided that, for the purposes of the definition of FOR Exclusion Event only, the following causes are deemed to be under the control of Electrabel (and therefore not Force Majeure Events), except to the extent caused by any of the events listed in paragraph (ii) above:

(a) Refuelling or Planned Outages or planned load reductions;

(b) Unplanned maintenance outages;

(c) Unplanned outages or load reductions for testing or repair, or for other plant equipment or personnel related reasons;

(d) Unplanned outage extensions;

(e) Unplanned outages or load reductions that are caused or prolonged by regulatory actions taken as a result of plant equipment or personnel performance, or regulatory actions applied on a generic basis to all like plants; and

(f) the fuel required to operate the LTO Units not being available as a result of:

(1) Electrabel's failure to comply with its obligations under the Fuel Supply Agreements; or

(2) Synatom's failure to comply with its obligations under the Fuel Supply Agreement to which it is a party

(except to the extent such failure is caused or contributed to by NuclearSub Breach, BEGOV or an entity exclusively controlled (directly or indirectly) by BEGOV); and

(H) "**LTO Real Availability**" means, in respect of an Availability Year, the amount (specified as a percentage) calculated in respect of an LTO Unit from the applicable LTO Restart Date in accordance with the following formula:

$$\frac{CY\ -PO-FOR-(100\%-\alpha)\ \times FORex}{\mathrm{CY}-\mathrm{PO}}$$

where:

"**CY**" is the number of hours in that Availability Year;

"**PO**" is the aggregate period (measured in hours) of Planned Outages (including any Planned Outages in connection with the LTO Services) for that LTO Unit for that Availability Year;

"**FOR**" is the aggregate period (measured in hours) during which the LTO Unit is not actually available (as declared by Electrabel in accordance with its obligations under REMIT), other than where attributable to FOR Exclusion Events or Planned Outages (including any Planned Outages in connection with the LTO Services), in that Availability Year;

"**FOR_Ex**" is the aggregate period (measured in hours) during which the LTO Unit is not actually available (as declared by Electrabel in accordance with its obligations under REMIT) to the extent attributable to FOR Exclusion Events in that Availability Year; and

"**α**" is an amount (specified as a percentage) intended to reflect the availability that would have been achieved during a period of FOR Exclusion Event, calculated as follows:

(i) for the first Availability Year, an amount (specified as a percentage) equal to:

$$\left(\frac{90\% + 90\% + X}{3}\right)$$

where 'X' is the Calculated Assumed Availability for that first Availability Year;

(ii) for the second Availability Year, an amount (specified as a percentage) equal to:

$$\left(\frac{90\% + X + Y}{3}\right)$$

where 'X' is the Calculated Assumed Availability for the first Availability Year; and

'Y' is the Calculated Assumed Availability for that second Availability Year; and

(iii) for each subsequent Availability Year, an amount (specified as a percentage) equal to the average of the Calculated Assumed Availabilities for that Availability Year and each of the previous two Availability Years;

(I) "**Real Availability**" means, for any Availability Year:

(i) subject to paragraph 1.1(I)(ii), the average of the LTO Real Availability in respect of each LTO Unit (specified as a percentage), as measured after the end of that Availability Year; or

(ii) if the Remuneration Agreement terminates in respect of an LTO Unit pursuant to Clause 15.1 of the Remuneration Agreement, the LTO Real Availability of the other LTO Unit.

1.2 Calculation of Real Availability and Availability Damages

(A) Within thirty (30) Business Days after the end of each Contract Year during the Availability Period, Electrabel shall:

(i) calculate the Real Availability for that Contract Year and, if the Real Availability is less than the Target Availability, the Availability Damages payable by Electrabel; and

(ii) shall notify NuclearSub of the Real Availability and any Availability Damages payable by Electrabel, providing reasonable supporting information and documentation in respect of such calculations.

(B) NuclearSub shall review the calculation of Real Availability and any Availability Damages provided under paragraph 1.2(A) and, within twenty (20) Business Days of receipt of the notice pursuant to paragraph 1.2(A), shall notify Electrabel if it approves or rejects the calculation of Real Availability and any Availability Damages (any rejection to be accompanied with details reasons for the rejection).

(C) If NuclearSub rejects the calculation of Real Availability and/or Availability Damages pursuant to paragraph 1.2(B), Electrabel shall re-calculate the Real Availability and any Availability Damages and notify NuclearSub of the Real Availability and any Availability Damages providing reasonable supporting information and documentation in respect of such calculations.

(D) If NuclearSub does not approve the Real Availability and any Availability Damages calculations provided pursuant to paragraph 1.2(C), then:

(i) NuclearSub may exercise its audit rights pursuant to Clause 14 within ten (10) Business Days of receipt of the re-calculation under paragraph 1.2(C); and

(ii) if NuclearSub does not exercise its audit rights in accordance with paragraph 1.2(D)(i) or within twenty (20) Business Days of any determination by an Auditor, either Party may refer the Dispute for determination in accordance with the Expert Determination Procedure.

1.3 Payment of Availability Damages

(A) NuclearSub shall, no later than twenty (20) Business Days after the calculation of Availability Damages is approved in accordance with paragraph 1.2 or the Availability Damages determined by the Independent Expert in accordance with paragraph 1.2(D), submit to Electrabel an invoice showing the Availability Damages payable for that Contract Year ("**Availability Damages Notice**").

(B) Subject to Clause 31.1(B), Electrabel shall pay the Availability Damages shown in the Availability Damages Notice or the Availability Damages determined by the Independent Expert in accordance with paragraph 1.2(D) in accordance with Clause 9.8.

1.4 Worked examples

(A) Subject to paragraph 1.4(B), the Parties acknowledge and agree that the principles and working methods employed in the Updated Worked Examples shall be used to calculate Availability Damages.

(B) The Parties agree that the Updated Worked Examples are indicative only and, if a conflict exists between any Updated Worked Example and the operation of Clause 17.1 and this Schedule 4 or any other Clause of this Agreement, then Clause 17.1 and this Schedule 4 or the relevant Clause of this Agreement shall prevail.

Schedule 5
Electrabel Insurances

Insurance policy	Requirements
Nuclear Liability	Cover for the nuclear liability of the Nuclear Operator according to the Law of 22 July 1985.
Property damage	Cover for accidental property loss or physical damage to the LTO Units and for cost of nuclear decontamination including ensuing accidental outage on commercially reasonable terms (including limits, sub-limits and extent of cover). Electrabel will be the policyholder and NuclearSub will be an additional insured.
Third party liability	Cover for general public liability and liability for completed works and products on commercially reasonable terms (including limits, sub-limits and extent of cover).
Construction all risks	Cover for physical damage in respect of the LTO Services on commercially reasonable terms (including limits, sub-limits and extent of cover).
Automobile liability	As required by Belgian law.
Worker's compensation	As required by Belgian law.

Schedule 6
NuclearSub Insurances

Insurance policy	Requirements
Property damage	Cover for accidental property loss or physical damage to the LTO Units and for cost of nuclear decontamination including ensuing accidental outage on commercially reasonable terms (including limits, sub-limits and extent of cover). Electrabel will be the policyholder and NuclearSub will be an additional insured.
Third party liability	Cover for general public liability and liability for completed works and products on commercially reasonable terms (including limits, sub-limits and extent of cover).
Automobile liability	As required by Belgian law.
Worker's compensation	As required by Belgian law.

Schedule 7
Draft LTO Budget

Schedule 7 to O&M Agreement - Initial LTO Budget

[redacted]

Total capital Expenditures	**-**	**8,653**	**57,360**	**285,703**	**540,175**	**359,938**	**364,268**	**-**	**1,616,097**

[redacted]

Schedule 8
Tendering Process

This Schedule 8 sets out Electrabel's process for conducting tenders in respect of Subcontracts with a total committed value greater than two hundred and fifty thousand euros (€250,000). For the avoidance of doubt, there is no requirement for Electrabel to conduct a tender for Subcontracts with a total committed value equal to or less than two hundred and fifty thousand euros (€250,000).

1. Definition specifications/needs, appointment of the buyer and/or tender team and definition of planning

1.1 The tender process can be started either to respond to a specific need from an internal requestor (purchase request) ("**Requestor**") or after an analysis of expenditure (spend) on goods or services.

(A) The following activities are done at the beginning of the tendering process:

(i) the Requestor shall define the goods and/or services required;

(ii) Appointment of a buyer ("**Buyer**") and composition of a cross functional team ("**CFT**"). The CFT shall be a multidisciplinary team were all participants give their input in order to ensure that the requirements of their field of expertise are taken into account:

(a) the Buyer shall focus on the commercial and contractual requirements;

(b) the Requestor shall focus on the needs and technical requirements of the project;

(c) legal, if required;

(d) experts in case of nuclear safety related purchases or when HSE aspects are to be taken into account:

(1) the 'MQ service' in Tihange 3 and 'Component Supply' in Doel 4 will focus on the nuclear safety aspects (in respect of all the applicable norms and requirements); and

(2) the health and safety advisor and the environment service will focus on the safety and environmental aspects; and

(e) If required, other disciplines may join the CFT; and

(iii) Definition of the planning of the tender.

2. Definition of the procurement strategy

2.1 Depending on the importance of the need or the project, the steps described below will be carried out and documented in more or less detail as reasonably determined by Electrabel. The

Requestor and the Buyer, together with the other members of the CFT (if any), will determine the approach, the steps, and the level of efforts to be provided depending on the interests at stake.

2.2 The CFT shall define:

(A) the goal and desired result of the procurement and nuclear safety requirements; and

(B) the requirements that the Subcontractor(s) must comply with, including (as relevant):

(i) Logistics: how should the goods or services be supplied;

(ii) Quality: the minimum quality to be guaranteed;

(iii) In case of the supply and/or installation of nuclear safety related components or equipment: typical specifications and/or norms and standards to be respected. See section 6 below;

(iv) Price: the acceptable price level taking into account the current market;

(v) Services: the services required; and

(vi) Specific requirements: environmental and classic safety requirements, if any.

2.3 The CFT may undertake a subcontractor market analysis (current Subcontractors and possible new subcontractors) which may include:

(A) Market screening: based on the needs, specifications, desired result, determine which subcontractors are suitable;

(B) RFI (Request for Information): if insufficient data on subcontractors is available, a request for information can be sent to the relevant subcontractor(s).

2.4 Definition of the allotment strategy

Based upon the analysis and information produced pursuant to Sections 1 and 2 above, the procurement strategy will define the allotment strategy (i.e., will the subcontractor market be approached on a turnkey basis (one (1) subcontract for the whole scope) or is the scope split in two (2) or more lots/subcontracts).

2.5 Definition of the type of contract

Based on the nature of the need and scope and the subcontractor market, the choice between a lump sum price contract or a contract with a price based on unit prices will be made by the CFT.

2.6 Definition of the candidate subcontractors (bidders list)

Finally, the list of subcontractors to whom the request for quotations will be sent, is defined.

At this stage, if nuclear safety related components or equipment or services or works are to be ordered, the nuclear safety experts will check the qualification of the potential subcontractors. Only those subcontractors who can provide a QA organization for this work that meets the requirements as laid down in 10CFR50 appendix B or NQA1 are eligible to work on nuclear safety equipment with their own procedures, or to supply components or equipment with a nuclear safety function,. In addition, the subcontractor must have a Certificate of Authorisation ("**CA**"), a Letter of Authorisation ("**LA**") or an Interim letter of Authorisation ("**LI**"), issued by the QA department of Tractebel or Electrabel.

The certificate must be related to the nature of the work that will be carried out. The sending of requests for quotations to more than one (1) potential subcontractor (to the extent available on the subcontractor market taking into account nuclear safety and any other relevant requirements) is mandatory. A list of *exceptions* to this rule has been established (for example, purchases to the original equipment manufacturer (OEM) because of nuclear safety reasons) and is set out in Appendix 1 to this Schedule 8. This list has been approved by the Head of Purchasing & Warehousing and the CEO of the BU Nuclear and may be updated from time to time. Any other derogation to this rule shall be documented, confirming the absence of conflict of interest, and approved by the Head of Purchasing & Warehousing or the Nuclear Generation Procurement Committee ("**NGPC**").

3. Request for quotations and comparison/analysis of the offers

3.1 The specifications and, for major purchases, a draft of the Subcontract (which may, for the avoidance of doubt, be a purchase order or framework contract) with all the terms and conditions will be written by, depending on the circumstances, the Requestor, the Buyer, legal and any other relevant experts.

3.2 In this context, nuclear safety related aspects will require a special attention for all purchases of equipment intended for Systems, Structures and Components ("**SSCs**") which must be of controlled quality as provided for in the safety reports, as well as all orders for services linked to these SSCs (maintenance, installation, replacements, calibrations, calculation or design studies, etc.).

3.3 These include, among others, the following categories of SSC:

(A) all seismically qualified SSCs:

(i) seismic buildings and structures;

(ii) penetrations of the primary enclosure; and

(iii) any other seismically qualified mechanical and electrical equipment;

(B) all fluid circuits and their components, which are Quality Group' A, B, C, D+ or D. (Note: according to their importance for safety, 'Quality Groups' have been defined for equipment (A, B, C, D/D+) related to their function. Associated to these quality groups (A,B,C), construction classes are used. These are classes 1, 2, 3 of the ASME III Code. For quality groups D and D+, the construction rules to follow are defined in Regulatory Guide 1.26. and Regulatory Guide 1.143.);

(C) classified ventilation circuits of buildings which must remain accessible during or after a design accident;

(D) all electrical, instrumentation & control ("**EI&C**") equipment classified 1E, including (non-exhaustive):

(i) electrical equipment, actuators, motors, etc. connected to the mechanical parts of Quality Group A, B and C, or connected to classified ventilation circuits, and their power supply and control;

(ii) all I&C chains linked to security;

(iii) first and second level diesels and their (auxiliary) circuits, parts and control systems essential to their proper functioning;

(E) SSCs belonging to the Ultimate Additional Means (as part of BEST) ("**MU-UM**": Ultieme Middelen, Moyens Ultimes);

(F) associated SSCs (associated category 1E, associated SUR, associated MU-UM);

(G) fuel handling and storage equipment; and

(H) class I to IV software installed on or connected to the aforementioned SSCs.

3.4 For the SSCs listed in paragraph 3.3, specific technical requirements and documentation will be required. The supply and/or installation of these SSCs might also be subject to the approval and/or qualification by nuclear safety authorities (including BelV or Authorized Inspection Agency for ASME equipments ("**AIA**").

3.5 If the scope concerns the purchase of equipment, maintenance of the equipment after installation might also be taken into account in the specifications (cost of ownership approach).

3.6 In some cases, Electrabel may request support in the tendering process from the engineering department of a member of the ENGIE Group (for example, Tractebel).

3.7 The request for quotations is sent to all the subcontractors on the bidders list (see above paragraph 2.6).

3.8 Any questions that subcontractors may ask based on the RFQ are answered.

3.9 The subcontractors' proposals are evaluated based on the defined awarding criteria.

3.10 The subcontractors who are not considered (because they do not comply with the specifications or have not provided competitive bids) are removed from the list.

4. Negotiation and conclusion of the Subcontract

(A) If required, negotiations are conducted with subcontractors on scope, price and terms and conditions.

(B) Depending on the spend, proposal of awarding will be done for validation at the appropriate governance level (see also paragraph 5 below), based upon the awarding criteria.

(C) The Subcontract/Purchase Order is signed by the authorised person(s) in accordance with Electrabel's policies.

5. Nuclear Generation Procurement Committee ("NGPC")

5.1 This committee is composed of:

(A) President: Chief Executive Officer BU Nuclear or his representative

(B) Members:

(i) Head of Purchasing and Warehousing BU Nuclear

(ii) Head of Maintenance Doel

(iii) Head of Maintenance Tihange

(iv) Legal department representative

(C) For Subcontracts with a spend above two hundred and fifty thousand euros (€250,000): NGPC must validate the proposal of awarding of the Subcontract(s) before the Subcontract(s) is/are awarded to the Subcontractor(s)

(D) For Subcontracts with a spend above four hundred thousand euros (€400,000)

(i) NGPC must validate the proposal of procurement strategy before the RFQ's are sent to the Subcontractors; and

(ii) NGPC has to validate the proposal of awarding of the Subcontract(s) before the Subcontract(s) is/are awarded to the Subcontractor(s).

(E) Replenishments orders for Spare Parts do not have to be submitted to the NGPC, although the first purchase order to put the Spare Part(s) in stock has to, subject to the above thresholds.

Appendix 1
List of exceptions

Category	Description
Subcontracted	Any order linked to an existing Subcontract.
Purchasing Committee	Any order subject to approval by a purchasing committee (NGPC, TGPC, YO Committee, etc…).
Nuclear Safety Related	Any order for nuclear safety related components or equipment or services provided there is no possible alternative at acceptable cost and timing.
Group Insourcing	Any order to a group company justified by the group's strategy.
IT-license	Any maintenance order for an IT license.
Membership	Any order for subscription, connection or contribution fees, membership fees, etc.
Financial Efficiency	Any order for legal fees, sponsorship and/or partnership… for which the choice of the Requestor is based on an analysis of the evaluated operational and financial efficiency and/or revenue. This analysis will be validated by the Buyer. An exception can also be granted when a tender has recently been conducted for a previous order (max 12 months) that has demonstrated the competitiveness of the chosen Subcontractor for the scope of the new order.
Variation	Change to an existing Subcontract/order that has been the subject of a tender, where this change does not lead to an increase in the value of the Subcontract/order of more than 50% and where the purpose of the Subcontract/order does not change.
OEM	Any order for equipment or services supplied by an original equipment manufacturer (OEM) insofar as there is no possible alternative at acceptable costs and terms.
Refurbishment	Any order placed for refurbishment for which the choice of Subcontractor is strictly limited to one supplier due to the history of the "to be refurbished" equipment.
Monopoly	Any order placed with subcontractors in monopoly and/or with mono source. This concerns orders for which only one subcontractor can supply the goods and/or services in question according to the

	specifications and therefore for which competition between multiple parties is de facto not possible.
Nuclear	Any order for nuclear research funding, a nuclear membership or a nuclear partnership.
Out of scope	An order is “out of scope” of Purchasing, and thus the tendering process will not be applicable, if it meets one of the following conditions: • SLA with a service provider of the group • “Authority” (government) • Payment of taxes, fees (water, waste, etc.) • Orders regarding land & real estate lease • Notary costs • Membership fees • Utilities (e.g. Fluvius, Elia,...) if monosource.

Schedule 9
Draft Worked Examples

Schedule 10
Fair Market Value