

**13 December 2023**

**ELECTRABEL SA**

and

**ENGIE S.A.**

and

**NUCLEARSUB BV**

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**SHAREHOLDER SUPPORT AGREEMENT**

relating to the 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 SHAREHOLDER SUPPORT AGREEMENT** (this “**Agreement**”) is made **BETWEEN**:

- (1) **ENGIE S.A.**, a public limited liability company (*société anonyme*) incorporated and existing under French law, having its registered office at 92400 Courbevoie (France), 1 Place Samuel de Champlain and registered in the Nanterre Trade and Companies Register under number 542 107 651, represented by Catherine MacGregor, Chief Executive Officer and director, and Pierre-François Riolacci, Executive Vice President in charge of Finance, Corporate Social Responsibility and Procurement;
- (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 Financial Officer and director; and
- (3) **NUCLEARSUB BV**, a Belgian limited liability company (*besloten vennootschap / société à responsabilité limitée*) in incorporation, represented by Electrabel SA within the meaning of Article 2:2 of the BCCA, represented by Thierry Saegeman, CEO and director, and Pierre-François Riolacci, Chief Financial Officer and director,

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

**WHEREAS:**

- (A) The Parties, among others, are party to a Common Terms Agreement dated 13 December 2023 (the “**Common Terms Agreement**”) which, in accordance with Clause 1 (*Definitions and Interpretation*) of this Agreement, sets out definitions and interpretive clauses used in this Agreement.
- (B) This Agreement constitutes the Shareholder Support Agreement referred to in the Common Terms Agreement.

**IT HAS BEEN AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Clause 1.1 (*Definitions*) of the Common Terms Agreement and the rules of construction set out in clause 1.2 (*Construction*) of the Common Terms Agreement are incorporated by reference into this Agreement. Terms used but not defined in this Agreement shall therefore have the meanings given to them in those clauses of the Common Terms Agreement. In addition, in this Agreement, unless context otherwise requires, the following terms have the following meanings:

“**Excluded Obligations**” means, on any date of determination, any obligation to the extent it:

- (A) results from or is otherwise linked to nuclear civil liability or nuclear waste management liability (including, for the avoidance of doubt, in connection with Decommissioning or Dismantling); or

- (B) is in respect of any amount:
- (i) claimed, recovered or within the scope of the Secured Obligations (as defined in the Parent Company Guarantee), it being acknowledged that the Parent Company Guarantee and this Agreement are independent obligations of ENGIE S.A.; or
  - (ii) (in the case of payments under the O&M Agreement to NuclearSub only) to the extent capable of being set off within the succeeding 90 days and not jeopardising Electrabel's ability to satisfy its payment obligations in respect of the Relevant O&M Obligations against amounts payable by NuclearSub to Electrabel pursuant to clause 5.3(H), 9.5(B), 9.8(B), 9.9(B), 9.10(D), 9.10(J), 23.4(E) or 24.2(D) of the O&M Agreement.

**"Relevant O&M Obligations"** means the payment obligations of Electrabel to:

- (A) NuclearSub under the O&M Agreement; and
- (B) any Supplier providing services to Electrabel in connection with Electrabel's obligations under the O&M Agreement, in each case in respect of such services,

but in each case excluding any Excluded Obligations.

**"Relevant Surviving Provisions"** means Clause 1 (*Definitions and Interpretation*), Clause 7 (*Incorporation by Reference*), Clause 8 (*No Hardship*), Clause 9 (*Governing Law and Dispute Resolution*), Clause 10 (*Evidence of Agreement (Convention de Preuve)*) and Clause 11 (*Signatures*).

**"Shareholder Support"** means financial support pursuant to this Agreement in the form of a cash payment not exceeding the amount of the Relevant O&M Obligations due but unpaid at the time of such cash payment.

**"SSA Demand"** means a demand for Shareholder Support under this Agreement made in writing by Electrabel or NuclearSub in the form set out in Schedule 1 (*SSA Demand*) and only a demand which includes all items specified in Schedule 1 (*SSA Demand*) shall be considered duly completed.

**"SSA Termination Date"** means the date on which all Relevant O&M Obligations have been fully and finally discharged.

**"Supplier"** means third-party suppliers, contractors and/or sub-contractors, who may include affiliates of ENGIE S.A., engaged by Electrabel to procure the provision of the O&M Services and the LTO Services (in each case, to the extent acting as such).

## 1.2 Effectiveness

- (A) All provisions of this Agreement shall have effect subject to and from Closing, other than this Clause 1, Clauses 7 (*Incorporation by Reference*) and 9 (*Governing Law and*

*Dispute Resolution*), each of which shall have effect on and from the date of this Agreement.

- (B) If the Implementation Agreement is terminated prior to Closing for any reason then this Agreement shall terminate effective as of the same date as the Implementation Agreement was terminated.

## **2. SHAREHOLDER SUPPORT**

### **2.1 Provision of Shareholder Support**

Subject to Clause 5 (*Netting and Defences*), ENGIE S.A. undertakes separately to Electrabel (with respect to any duly completed SSA Demand delivered by Electrabel in accordance with this Agreement) and to NuclearSub (with respect to any duly completed SSA Demand delivered by NuclearSub in accordance with this Agreement) that, from Closing until the SSA Termination Date, if (cumulatively):

- (A) Electrabel fails to pay any Relevant O&M Obligation when due and payable (after the expiry of all applicable grace and remedy periods and to the extent not subject to ongoing proceedings or determination procedures under clause 9.5(D), 9.8(D), 9.9(C), 9.10(K) or 23.4(F) of the O&M Agreement (and therefore under clause 30 (*Expert Determination*), including clause 30.1 (*Application of Expert Determination Procedure*), of the O&M Agreement in relation to such clauses) or in any other court or arbitral proceedings (and therefore under clause 29 (*Governing Law and Dispute Resolution*), including clause 29.4 (*Initial Resolution and Escalation*) of the O&M Agreement); and
- (B) a duly completed SSA Demand is received by ENGIE S.A. in accordance with Clause 3 (*Calling on Shareholder Support*),

then ENGIE S.A. shall, within 15 (fifteen) Business Days of receipt of such SSA Demand, ensure the provision of Shareholder Support in the amount(s) (which in no event shall exceed the amount of the Relevant O&M Obligation due but unpaid) and, in accordance with Clause 2.3 (*Payment of Shareholder Support*), to the account(s) specified in such SSA Demand.

### **2.2 Excluded Obligations**

- (A) No demand may be made by Electrabel or NuclearSub in respect of any Excluded Obligation, provided that this Agreement shall apply in respect of any due but unpaid Relevant O&M Obligation in accordance with its terms (regardless of the underlying source of Electrabel's inability to perform such Relevant O&M Obligation).
- (B) The Parties acknowledge and agree that ENGIE S.A. shall not in any circumstances be required under this Agreement to make available funding for any obligation or liability other than any Relevant O&M Obligation.

## 2.3 Payment of Shareholder Support

Payment of Shareholder Support shall be made:

- (A) in respect of an SSA Demand made by Electrabel in accordance with Clause 3 (*Calling on Shareholder Support*), directly to Electrabel or (if ENGIE S.A. so elects) to NuclearSub or any Supplier on behalf of Electrabel, and (if applicable) Electrabel or NuclearSub shall use such funds to pay or settle the Relevant O&M Obligation;
- (B) in respect of an SSA Demand made by NuclearSub in accordance with Clause 3 (*Calling on Shareholder Support*) in relation to any Relevant O&M Obligation owed to a Supplier, directly to Electrabel (and not, for the avoidance of doubt, to NuclearSub or any Supplier) and Electrabel shall use such funds to pay the Relevant O&M Obligation; or
- (C) in respect of an SSA Demand made by NuclearSub in accordance with Clause 3 (*Calling on Shareholder Support*) but not falling within paragraph (B) above, directly to Electrabel or (if NuclearSub so elects) to NuclearSub on behalf of Electrabel, and Electrabel or NuclearSub (as applicable) shall use such funds to pay or settle the Relevant O&M Obligation.

## 2.4 Application of Shareholder Support

- (A) Any Shareholder Support shall be applied by Electrabel or NuclearSub (as applicable) in settlement of the Relevant O&M Obligation in respect of which the Shareholder Support has been demanded and which remains due and payable at the time of receipt of such Shareholder Support and its application.
- (B) Any Shareholder Support not so applied within 10 (ten) Business Days of receipt by Electrabel or NuclearSub shall be reimbursed within 20 (twenty) Business Days of such receipt by the entity that received such Shareholder Support. All payments that may be due from Electrabel or NuclearSub shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

## 2.5 Form of Shareholder Support

- (A) ENGIE S.A. may provide or structure any Shareholder Support to Electrabel by way of debt, equity or other method it may elect (including, without limitation, in the form of direct or indirect capital contributions and/or the issuance, subscription for, cancellation, purchase, extension or repayment of or on ordinary equity, preference shares, subordinated or non-subordinated shareholder loans or other securities), provided that the Shareholder Support is on arm's length terms or on terms customary for intra-group funding or similar arrangements.
- (B) Any cash payment received by NuclearSub pursuant to Clause 2.3 shall be treated as Electrabel satisfying (to the extent of such payment) the obligation to pay the Relevant O&M Obligation(s) to which the relevant SSA Demand (in respect of which that Shareholder Support was advanced) relates.

### **3. CALLING ON SHAREHOLDER SUPPORT**

#### **3.1 Demand for Shareholder Support**

- (A) No demand for Shareholder Support may be made unless at the time of the SSA Demand:
- (i) all applicable grace and remedy periods relating to the Relevant O&M Obligation due but unpaid have expired;
  - (ii) the Relevant O&M Obligation is due but unpaid; and
  - (iii) the Relevant O&M Obligation is not subject to ongoing proceedings or determination procedures under clause 9.5(D), 9.8(D), 9.9(C), 9.10(K) or 23.4(F) of the O&M Agreement (and therefore under clause 30 (*Expert Determination*), including clause 30.1 (*Application of Expert Determination Procedure*), of the O&M Agreement in relation to such clauses) or in any other court or arbitral proceedings (and therefore under clause 29 (*Governing Law and Dispute Resolution*), including clause 29.4 (*Initial Resolution and Escalation*) of the O&M Agreement).
- (B) No demand for Shareholder Support may be made unless the demand is in the form of an SSA Demand delivered in accordance with clause 3 (*Notices*) of the Common Terms Agreement.
- (C) No demand for Shareholder Support may be made by NuclearSub in respect of Electrabel's failure to pay any Relevant O&M Obligations if and to the extent that such failure has arisen due to a default by NuclearSub of its payment obligations under the O&M Agreement that was caused by (i) a failure by the RA Counterparty to pay NuclearSub under the Remuneration Agreement or (ii) a failure by the BEGOV to pay NuclearSub under the Shareholders' Agreement.

#### **3.2 Delivering an SSA Demand**

- (A) An SSA Demand may only be made by Electrabel or NuclearSub, in each case in accordance with this Clause 3.2.
- (B) Electrabel may only deliver an SSA Demand with respect to a Relevant O&M Obligation if, not less than 10 (ten) Business Days before delivering such SSA Demand, Electrabel has given ENGIE S.A. written notice in accordance with clause 3 (*Notices*) of the Common Terms Agreement that such Relevant O&M Obligation is due but unpaid.
- (C) NuclearSub may only deliver an SSA Demand with respect to a Relevant O&M Obligation if:
- (i) Electrabel has failed to deliver an SSA Demand with respect to such Relevant O&M Obligation;

- (ii) Electrabel has failed to deliver written notice to ENGIE S.A. in accordance with paragraph (B) within 10 (ten) Business Days of such Relevant O&M Obligation becoming due and payable after the expiry of all applicable grace and remedy periods, and to the extent not subject to ongoing proceedings or determination procedures under clause 9.5(D), 9.8(D), 9.9(C), 9.10(K) or 23.4(F) of the O&M Agreement (and therefore under clause 30 (*Expert Determination*), including clause 30.1 (*Application of Expert Determination Procedure*), of the O&M Agreement in relation to such clauses) or in any other court or arbitral proceedings (and therefore under clause 29 (*Governing Law and Dispute Resolution*), including clause 29.4 (*Initial Resolution and Escalation*) of the O&M Agreement); and
  - (iii) not less than 10 (ten) Business Days before delivering such SSA Demand, NuclearSub has given ENGIE S.A. written notice in accordance with clause 3 (*Notices*) of the Common Terms Agreement that such Relevant O&M Obligation is due but unpaid.
- (D) Any written notice or SSA Demand delivered to ENGIE S.A. with respect to a Relevant O&M Obligation pursuant to this Clause 3.2 shall be copied by Electrabel to NuclearSub and vice versa.

### **3.3 Validity of demand for Shareholder Support**

Any demand for Shareholder Support which does not comply with Clauses 2.2, 3.1 or 3.2 or any other provision of this Agreement shall be void, and ENGIE S.A. shall have no obligation to comply with such demand.

## **4. NUCLEARSUB AND THIRD PARTIES**

- (A) A person who is not a Party has no right to enforce or to enjoy the benefit of any term of this Agreement. This Agreement does not create any rights or benefits for any person who is not a Party and cannot be construed to create any rights in favour or otherwise for the benefit of any third parties, including creditors of Electrabel, NuclearSub or any Supplier. This Agreement has been entered into by ENGIE S.A. in consideration of the person of NuclearSub and Electrabel only. For the avoidance of doubt, the undertakings of ENGIE S.A. under this Agreement shall not be construed as a guarantee provided by ENGIE S.A..
- (B) NuclearSub is a Party solely to enable it (i) to deliver one or more SSA Demands in accordance with Clause 2.3(C) and subject to Clause 3; and (ii) to enforce such SSA Demand. Accordingly, NuclearSub shall have no right to initiate or participate in any Dispute concerning any demand by Electrabel for Shareholder Support, or otherwise to seek to enforce such demand.

## **5. NETTING AND DEFENCES**

If, prior to the date payment of a Shareholder Support is due under Clause 2.1 (*Provision of Shareholder Support*) (the "**Due Date**") it has been Finally Determined in accordance with the dispute resolution provisions of Clause 9 (*Governing Law and Dispute Resolution*) or any other



Transaction Document that any payment obligation under the Transaction Documents has arisen from BEGOV or any of its Affiliates to ENGIE S.A. or any of its Affiliates (a “**Determined Cross-Claim Amount**”) and such Determined Cross-Claim Amount has not been paid by BEGOV or its Affiliates at the time of the Due Date, then any payments that ENGIE S.A. would otherwise be required to pay under this Agreement shall be, at ENGIE S.A.’s election, reduced *pro tanto* and up to the amount of the Determined Cross-Claim Amount.

## **6. TERMINATION**

- (A) This Agreement shall automatically terminate on the SSA Termination Date without any notice, action or other formality being required.
- (B) On and as of the SSA Termination Date, all obligations of the Parties under this Agreement shall terminate (including ENGIE S.A.’s obligation to provide Shareholder Support under the terms of this Agreement, and including with respect to any SSA Demand for payment of Shareholder Support which is pending) and none of the Parties shall have any liability under this Agreement save for any such liability arising from a breach of this Agreement occurring prior to the Termination Date.

## **7. INCORPORATION BY REFERENCE**

Clauses 3 (*Notices*) and 4.1 (*Entire agreement*) to 4.7 (*Nullity and partial invalidity*) of the Common Terms Agreement are incorporated by reference into this Agreement with references in those clauses to “this Agreement” being interpreted as reference to this Agreement, and to a “Party” or the “Parties” being interpreted as references to a Party or the Parties to this Agreement.

## **8. NO HARDSHIP**

Each Party hereby acknowledges that the provisions of article 1195 of the French *Code civil* shall not apply to it with respect to its obligations under this Agreement and that it shall not be entitled to make any claim under article 1195 of the French *Code civil*.

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

### **9.1 Governing law**

This Agreement, including the arbitration agreement laid down in Clause 9.4(A), and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, French law.

### **9.2 Jurisdiction**

Subject to Clauses 9.4(A) to 9.4(G), the courts of Paris (France) shall have exclusive jurisdiction to decide any Dispute.

### **9.3 Initial Resolution and Escalation**

- (A) In the event of a Dispute, the Disputing Parties shall attempt to resolve the Dispute at working level without the involvement of the relevant Senior Stakeholders.
- (B) If the Disputing Parties have not been able to resolve a Dispute within 15 (fifteen) Business Days after a notice by any Party that a Dispute exists, any Disputing Party may, upon expiry of that period, escalate the Dispute to the relevant Senior Stakeholders and those Senior Stakeholders shall discuss the matter in good faith with a view to resolving it.
- (C) If the Disputing Parties are able to resolve a Dispute, whether before or after any escalation to the relevant Senior Stakeholders, then they shall record the resolution in writing and cause it to be implemented. For the avoidance of doubt, any such resolution shall not constitute an amendment to this Agreement or a waiver by the Parties of their rights under this Agreement, save where this is expressly provided for in writing.
- (D) If the relevant Senior Stakeholders are unable to resolve the Dispute within 10 (ten) Business Days of it being escalated to them in accordance with Clause 9.3(B), then any Disputing Party may seek resolution of the Dispute in accordance with the requirements of Clauses 9.2 and 9.4(A) to 9.4(G).

#### **9.4 Arbitration Option**

- (A) The Parties agree that any of them (regardless of whether it is claimant or respondent) may submit a Dispute, for final resolution, to arbitration under the UNCITRAL Arbitration Rules in force at the date of this Agreement (except if and to the extent modified by the current Agreement). The tribunal shall consist of three arbitrators. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. Accordingly, if (i) within 10 (ten) Business Days after the receipt of the first party's notification of the appointment of an arbitrator, the other party fails to notify the first party of the arbitrator it has appointed or (ii) within 10 (ten) Business Days after the appointment of the second arbitrator, the two arbitrators have not agreed on the choice of the presiding arbitrator, the Secretary-General of the Permanent Court of Arbitration at The Hague shall make the necessary appointment(s). The seat of arbitration will be The Hague, the Netherlands, and the language of the arbitral proceedings will be English.
- (B) Each Party acknowledges and irrevocably consents to the Arbitration Options. For the avoidance of any doubt, and without prejudice to the deemed waivers in Clauses 9.4(C) and (D), no Party may withdraw or purport to refuse or withhold its consent to submit a Dispute to arbitration in accordance with Clause 9.4(A) following the exercise of an Arbitration Option.
- (C) No Party shall initiate court proceedings before giving each Responding Party to those proceedings at least 20 (twenty) Business Days' prior written notice of its intention to do so, setting out reasonably sufficient details of the nature and subject of its claim. Within 20 (twenty) Business Days of receipt of such notice, any Responding Party may give the Initiating Party (and, if any, the other Responding Parties) written notice that either: (i) that Responding Party intends to exercise the Responding Party Arbitration Option; or (ii) that Responding Party intends to exercise the Initiating Party Arbitration Option.

Option. In the absence of any Arbitration Option notified within such period of 20 (twenty) Business Days, the Responding Party shall have finally waived the Arbitration Options and the Initiating Party may initiate court proceedings.

- (D) If a Responding Party exercises the Responding Party Arbitration Option, the Initiating Party may not initiate court proceedings unless and until the relevant Responding Party fails to commence arbitral proceedings in respect of the Dispute within 60 (sixty) Business Days of the relevant Responding Party giving such notice (in which case the Responding Party shall be deemed to have waived the Responding Party Arbitration Option). If a Responding Party exercises the Initiating Party Arbitration Option, the Initiating Party shall not initiate court proceedings in respect of the Dispute and may only pursue the Dispute by commencing arbitration proceedings in accordance with Clause 9.4(A).
- (E) If the Initiating Party initiates court proceedings in relation to a Dispute without complying with the requirements of Clauses 9.4(B) and 9.4(D), it is agreed that, on the demand of a Responding Party, those court proceedings are to be waived (“*désistement d’instance*”) and the Initiating Party shall file a submission for withdrawal of proceedings with the courts within 28 (twenty eight) days after a Responding Party has commenced arbitration proceedings in respect of the Dispute or after a Responding Party has required the Initiating Party to submit the Dispute to arbitration in accordance with Clause 9.4(D). If the Responding Party makes a demand for discontinuance within 28 (twenty eight) days of notification of the court proceedings, the Initiating Party will pay all costs incurred in connection with the court proceedings and the Initiating Party will indemnify each Responding Party in respect of any costs that such Responding Party may be liable to pay under any order made in the court proceedings.
- (F) Each Party consents to any request from any other Party to consolidate any arbitration under this Agreement with any arbitration commenced under any other Transaction Document(s). Each Party consents to any request for joinder from a third person if the same arbitration agreement as between the original parties applies or enters into force between the parties and the third person.
- (G) 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.

## **9.5 Waiver of immunity**

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

## **10. EVIDENCE OF AGREEMENT (CONVENTION DE PREUVE)**

- (A) Each Party acknowledges having the knowledge of the use of the electronic signature solution offered by DocuSign and that the route offered by DocuSign implements an

electronic signature within the meaning of the provisions of article 1367 of the French *Code civil*.

- (B) Each of the Parties recognises and accepts that the conservation by DocuSign of this Agreement and of all the information relating thereto stored and/or signed electronically, makes it possible to satisfy the requirement of durability within the meaning of the provisions of article 1379 of the French *Code civil*.
- (C) Each of the Parties recognises and accepts that the date and time stamp of this Agreement and electronic signatures is enforceable (*opposable*) against it and that it will prevail between the Parties.
- (D) Each of the Parties recognises and accepts that the electronic signature according to the solution offered by DocuSign of this Agreement corresponds to a degree of reliability sufficient to identify its signatory and guarantees its link with this Agreement to which its signature is attached.
- (E) Accordingly, each of the Parties grants to the electronic signature solution offered by DocuSign a reliability presumption (*présomption de fiabilité*), until proven otherwise, equivalent to the presumption granted to qualified electronic signature as referred to in article 1367 paragraph 2 of the French *Code civil* and article 1 of decree 2017-1416 dated 28 September 2017 in respect of electronic signature, so that any Party challenging the reliability of the electronic signature solution offered by DocuSign shall prove the lack of reliability of the process used. Thus, each of the Parties expressly acknowledges and accepts that:
  - (i) this Agreement signed through the electronic signature solution offered by DocuSign shall have the same probative value as a handwritten document signed and/or dated in paper form; and
  - (ii) the electronic signature of this Agreement produced upon this Agreement being signed through the electronic signature solution offered by DocuSign will be valid and enforceable against it and against the other Parties,and in each case shall be admissible before the courts and/or any administration as literal evidence (*preuve littérale*) of its existence and the existence and content of the legal act attached thereto.
- (F) This Clause 9.1 shall be deemed to be an evidence of agreement (*convention de preuve*) within the meaning of article 1368 of the French *Code civil*.

## 11. SIGNATURES

Executed in electronic form on the date stated at the beginning of this Agreement. Pursuant to the provisions of article 1375 paragraph 4 of the French *Code civil*, the requirement of a plurality of originals is deemed satisfied for agreements in electronic form when such agreement is established and stored in accordance with articles 1366 and 1367 of the French *Code civil* provided that such process enables each Party to have a copy on durable medium or to have access to such copy. Each Party hereby confirms that it has the legal capacity to sign a

document electronically and undertakes to take all appropriate measures to ensure that the electronic signature of this Agreement is made by its representative duly authorised for the purposes hereof.

## SIGNATURES

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



Name: Thierry Saegeman

Title: CEO and director



Name: Pierre-François Riolacci

Title: Chief Financial Officer and director

On behalf of ENGIE S.A.:



Name: Catherine MacGregor

Title: Chief Executive Officer and director



Name: Pierre-François Riolacci

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

[Signature page to Shareholder Support Agreement]

**Schedule 1  
Form of SSA Demand**

To: ENGIE S.A.

[Address]

Attention: [●]

With a copy to: [●]

[Date]

Dear Sirs,

**SSA Demand**

1. We refer to the Shareholder Support Agreement between ENGIE S.A., Electrabel SA and NuclearSub dated [●] (the “**SSA**”). This is an SSA Demand (as defined in the SSA). Terms used but not defined in this SSA Demand have the meaning given to them in the SSA.
2. We hereby demand Shareholder Support in the amount[s] of [●].
3. The aggregate amount of Shareholder Support demanded is [●].
4. This SSA Demand relates to the following Relevant O&M Obligation[s]:  
  
*[specify each Relevant O&M Obligation and the date on which it became due] / [specify supplier]  
/ [specify currency and quantum]*
5. Please see attached supporting particulars and reasonable evidence that [each] such Relevant O&M Obligation is due and unpaid.
6. The Shareholder Support should be paid to:  
  
*[specify recipient in accordance with Clause 2.3 of the SSA] / [specify currency and quantum] /  
[bank account]*
7. We confirm that:
  - (A) all applicable grace and remedy periods relating to the Relevant O&M Obligation[s] specified in this SSA Demand have expired;
  - (B) the Relevant O&M Obligation[s] specified in this SSA Demand remain[s] due but unpaid;
  - (C) the Relevant O&M Obligation[s] specified in this SSA Demand do not include Excluded Obligations; and
  - (D) no Relevant O&M Obligation specified in this SSA Demand is subject to ongoing proceedings or determination procedures under clause 9.5(D), 9.8(D), 9.9(C), 9.10(K)

or 23.4(F) of the O&M Agreement (and therefore under clause 30 (*Expert Determination*), including clause 30.1 (*Application of Expert Determination Procedure*), of the O&M Agreement in relation to such clauses) or in any other court or arbitral proceedings (and therefore under clause 29 (*Governing Law and Dispute Resolution*), including clause 29.4 (*Initial Resolution and Escalation*) of the O&M Agreement).

Yours faithfully,

.....

For and on behalf of [*Electrabel / NuclearSub*]