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Shareholders' AGREEMENT

on the participation of the Romanian State, together with Societatea Nationala Nuclearelectrica S.A., in the share capital of
EnergoNuclear S.A.,
the SPV that will develop the Project of Cernavoda NPP's Units 3 and 4

concluded between

SOCIETATEA NATIONALA NUCLEARELECTRICA S.A.

AND

THE ROMANIAN STATE
REPRESENTED THROUGH THE MINISTRY OF ENERGY

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The Shareholders' Agreement (hereinafter referred to as the "**Agreement**") is executed today, [●] (the "**Signing Date**"), by and between:

- (1) **SOCIETATEA NATIONALA NUCLEARELECTRICA S.A.**, a national joint-stock company under the authority of the Ministry of Energy, lawfully established and operating under the laws of Romania, having its registered office in Bucharest, 48 Iancu de Hunedoara Blvd., ground floor and floors 3, 4, 5 and 13, District 1, Romania, registered with the Trade Register under number J40/7403/1998, sole registration code 10874881, tax identification number RO 10874881, legally represented by Mr. Cosmin Ghita, as Chief Executive Officer ("**SNN**"),
- (2) **THE ROMANIAN STATE**, represented by the Ministry of Energy, with the registered office in Strada Academiei nr. 39-41, Sector 1, 010013, Bucharest, Romania, duly represented by Mr. Bogdan-Gruia IVAN, as Minister ("**the Romanian State**"),

The Romanian State, represented through the Ministry of Energy, and SNN shall be hereinafter referred to individually as the "**Party**" and together as the "**Parties**".

Whereas:

- (A) The 2025-2035 Romanian Energy Strategy towards 2050, approved by G.D. 1421/21.11.2024, proposes specific targets, sets out clear directions, and defines the milestones whereby Romania shall secure its position as regional energy producer and an active and important actor in managing stress situations at the regional level; the development of the energy sector is directly proportional to implementation of some strategic investment projects of national interest, among which completion of Cernavoda NPP's Units 3 and 4 Project is a priority (the "**Project**");
- (B) The 2021-2030 National Integrated Energy and Climate Change Plan (NIECCP), updated, provides for the development of a Contracts for Difference (CfD) type support mechanism to foster investments, with the aim of facilitating the development of new low-carbon emission power generation facilities (e.g.: nuclear, RES etc.), thus ensuring energy source diversification and flexibility of the national system. Implementation of a CfD mechanism for low-carbon technologies requires a complementary legislative and regulatory framework to detail the implementation elements; according to NIECCP, construction of new nuclear units represents major projects of the Romanian State, which shall help replace the polluting energy facilities and Romania attain the assumed decarbonization targets;
- (C) In December 2020, the Feasibility Study for continuation of the Project Cernavoda NPP's Units 3 and 4 Project was updated;
- (D) The following were approved by the Resolutions of the Ordinary and Extraordinary General Meeting of SNN Shareholders nos. 3 and 4 dated 5 April 2021: (i) the Strategy for the continuation of the Project of Cernavoda NPP's Units 3 and 4 (the "**Strategy**"); (ii) the increase of the share capital of EnergoNuclear S.A. (or "**EN**") by RON 25 million and, at the same time, participation of Societatea Nationala Nuclearelectrica S.A. in the increase of the share capital of EnergoNuclear S.A., a subsidiary wholly owned by Societatea Nationala Nuclearelectrica S.A., by RON 25 million; and (iii) the authorization of the SNN's Board of Directors to initiate, carry out and approve the corporate procedures, operations and decisions as needed for the increase of the share capital of EnergoNuclear S.A. ("**EN**"), duly incorporated as a joint-stock company and operating under the laws of Romania, having its registered office in Bucharest, Bulevardul Lacul Tei, Nr. 1-3, cladirea LACUL TEI OFFICES, camerele 829-830, 801, 802, 803, 804, 806, 807-808, 809-810, 811, 812 and 800, Etaj 8, Sector 2, Romania, registered with the Trade Register under number J40/3999/2009, Unique Code of Registration 25344972, the operationalization of EN, and the provision of the necessary resources, in accordance with the Strategy;
- (E) The Strategy provides for development of the Project in three successive stages:
 - Stage I – preparation stage, with an estimated time for completion of 24 months and an estimated budget of EUR 15 million, mainly aims to render the EN Special Purpose Vehicle operational again, have specific documentation for initiation of the project updated, etc.;
 - Stage II - Limited Notice to Proceed, with an estimated time for completion of 30 months and an estimated budget of 350 million EUR, mainly aims to have the critical engineering devised for project definition, have the financing structured and contracted, and agree on an appropriate contractual architecture for implementation of the Project, obtain the favorable Opinion of the European Commission further to the Project Notice according to Article 41 of the EURATOM Treaty and a positive decision in accordance with the

relevant European provisions on State Aid, obtain the Nuclear Safety Authorization for the Construction Stage and have the Final Investment Decision taken for advancement to Stage III (Construction);

- Stage III — construction, namely the period 2026—2033/2034 (completion of U3 — December 2033/completion of U4 — June 2034);
- (F) The Resolution of the Ordinary General Meeting of Shareholders of SNN no. 6 of 10 August 2022 approved the continuation of the Project of Units 3 and 4 within Cernavoda NPP, respectively, the adoption of the Preliminary Investment Decision and entering Phase 2 – Limited Notice to Proceed, depending on the approval and conclusion of the Support Agreement between the Romanian State and SNN in relation to the Project of Units 3 and 4 within Cernavoda NPP;
- (G) Standing for a prerequisite for making the Preliminary Investment Decision, the Support Agreement between the Romanian State and Societatea Nationala “Nuclearelectrica” S.A., regarding the Project of Cernavoda NPP’s Units 3 and 4 has been approved by Law no. 74/31.03.2023 and was signed on 9 June 2023. Furthermore, the Government Decision no. 1011 of 14 August 2024 approved the signing of the Addendum no. 1 to the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala “Nuclearelectrica” regarding the Project Cernavoda NPP’s Units 3 and 4 (the “**Support Agreement**”);
- (A) According to paragraph 3.1.5 of the Support Agreement, the Romanian State, represented through the Ministry of Energy, intends to become an investor in EN by increasing the share capital of EN through an in-kind contribution to the share capital of EN. SNN and the Romanian State, represented through the Ministry of Energy, shall enter into an agreement (the “**Shareholders’ Agreement**” or the “**Agreement**”) to set forth the rights and obligations of SNN and of the Romanian State, represented through the Ministry of Energy, as shareholders of EN, including, but not limited to, the obligations of the parties as to the financing of EN with a view to developing the Project, the terms and conditions for attracting new shareholders to EN with a view to financing/developing the Project, as well as the possibility that any party to this Shareholders' Agreement exercises, under agreed predefined conditions, the put option on the shares held by the other party or the call option on the shares to the other party;
- (B) The Parties wish to conclude the Shareholders' Agreement in order to regulate their cooperation for implementation of the Project, by ensuring the necessary financing through a mix of means and instruments: **the increase of EN's share capital (by cash or in-kind contribution); shareholder loans; the granting of guarantees; the implementation of the “contracts for difference” (Cfd) support scheme, etc.;**
- (C) The Parties further wish to regulate the management and the business commercial of EN on the basis of, and subject to, the provisions of this Shareholders' Agreement.

Now, therefore, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the capitalized terms defined in **Annex 1 (List of Definitions)** hereto shall have the meaning given to them thereunder, unless the context requires otherwise.

1.2. Interpretation

In this Agreement, unless the context requires otherwise:

- (i) the singular shall also include the plural and vice versa, and a reference to any gender shall include a reference to the other genders;
- (ii) the headings and paragraphs are for convenience only and shall not be used in the interpretation of this Agreement;
- (iii) a reference to a recital, clause, sub-clause, paragraph, sub-paragraph or annex shall be, unless otherwise indicated, a reference to a recital, clause, sub-clause, paragraph, sub-paragraph or annex of this Agreement;
- (iv) the preamble, the recitals and the annexes are an integral part of this Agreement and have the same force and effect as if they were expressly provided for in the body of this Agreement, and any reference to this Agreement shall include also its preamble, recitals and annexes;
- (v) a reference to this Agreement or another instrument shall include any amendment thereto from time to time;
- (vi) a reference to “include(s)” or “including” shall be interpreted as being without limitation;

- (vii) any references to “written” or “in writing” shall include any form of non-transitory and visible reproduction of words and shall not include, for the avoidance of any doubt, email, unless communication carries an advanced electronic signature embedded into, attached to, or associated thereto (the “*logical embedded, attached or associated advanced electronic signature*”) based on a qualified non-suspended and non-revoked certificate (at that time) and generated by means of a secure device for creating electronic signatures, in accordance with the Applicable Law, between the email accounts listed in Clause 9.6 (*Notices*);
- (viii) any obligation falling due on a non-Business Day shall be deferred until the next Business Day, falling due at the end of that Business Day; and
- (ix) this Agreement shall be interpreted as if it has been jointly written by the Parties and there shall be no assumption or burden of proof that favors or disfavors any Party by virtue of the authorship of any of the provisions of this Agreement.

2. PURPOSE AND SCOPE OF THE SHAREHOLDERS’ AGREEMENT

2.1. *Scope of the Agreement*

- (i) The *Shareholders’ Agreement* defines and regulates the relations between *the shareholders of the Special Purpose Vehicle (EN)*, *their rights and obligations within the Special Purpose Vehicle*, and the possibility and the manner in which any Party to this Shareholders’ Agreement *may exercise*, under pre-agreed conditions, *the option to purchase the shares held by the other Party or the option to sell their shares to the other Party, the commitments and responsibilities of the Parties along all Project stages, particularly the role and responsibilities of:*
 - the Romanian State, represented through the Ministry of Energy, with regard to the obligation of the Romanian State to participate in the increase of EN’s share capital, mainly (but not limited to) by an in-kind contribution, the obligations of the Romanian State regarding the financing of EN for development of the Project, and/or the securing of the Project’s financing;
 - SNN, with regard to the financing of the budget of the preliminary works and/or the provision of additional funds to EN, in accordance with its annual planning and budgets, as approved in accordance with the provisions of the Articles of Association of EN and/or SNN, through additional increases of EN’s share capital and/or shareholder loans, or the provision of guarantees for loans granted and/or raised/facilitated by the Mandated Lead Arranger selected by SNN, or EMP (Engineering Multiplier Program) loans granted by export credit agencies, representing bridge loan financing, as agreed between the shareholders.
 - (ii) The hereby Parties undertake to continue negotiating the investment in the Project and implementing the Project, including, without limitation to, the Project’s implementation terms and conditions, the 2nd Investment Decision, the SNN’s contribution of assets relevant to the Project, and the corresponding increase of the EN’s share capital, the corporate governance of EN at each stage of the Project, the valuation of EN’s and SNN’s assets, the financing of the Project, the award and the principles governing the operation and maintenance contract, the issue of the clearances for the Project, etc.
 - (iii) The purpose of the Agreement is to regulate the decision-making procedures to be followed by the EN shareholders, and to ensure that the Project is implemented and managed so as to maximize EN’s value. Each Party hereby undertakes to ensure that EN conducts and manages its business activity in accordance with the terms of this Agreement and the purpose set out in this Clause 2.
 - (iv) The Parties shall act in good faith and shall inform each other within a reasonable time period of any matter related to the purpose of this Agreement and for implementation of the Project.
- 2.2. The Parties hereby agree that, in applying the provisions of the Support Agreement, the shareholders and corporate bodies of EN shall work together with the Steering Committee for the expansion of the civil nuclear program in Romania (the “**Steering Committee**”), or with any other such committee/commission similar in nature and duties and which will be set up either to replace the Steering Committee or to supplement/supervise its work. In order to strengthen in particular the decision-making process concerning, but not limited to, planning, financing matters, subsequent implementation contracts, the Steering Committee shall issue, with consultation of the EN and SNN, recommendations concerning the setting of the main development directions and the strategic objectives related to development of the Project Cernavoda NPP’s Units 3 and 4, which shall be then served to EN and SNN.
- 2.3. The Parties shall take and shall cause to be taken all the steps that may fall under their powers, including with regard to the exercise of their rights as shareholders of EN and the passing of resolutions, and shall strive to ensure via any available legal means that both the Board of Directors and the Executive Management of EN fulfil their mandates and make the decisions needed for implementation of the Project, so as to ensure compliance with the provisions of this Agreement and of the Applicable Law.

3. EN SHARE CAPITAL AND FINANCING

3.1. EN's current share capital

On the Signing Date of this Shareholders' Agreement, SNN holds 100% of the share capital of EnergoNuclear S.A., as sole shareholder.

Shareholder	Number of shares	Shareholding amount	Shareholding percentage
SNN	57,611,262	RON 226,924,999.825478	100%

3.2. EN's share capital increase and financing

For the purpose of implementing the Project, the Parties hereby agree that, in line with the stages envisaged in the Strategy, it is necessary to secure the staged-out Project financing, including, but not limited to, by increasing EN's share capital, in cash and/or in kind, in compliance with the requirements laid down in the Support Agreement. In this context, the Parties hereby undertake to cooperate and negotiate in good faith for the granting or raising (as the case may be) of financing, and assume the following responsibilities:

3.2.1 SNN:

- (i) SNN shall contribute to the share capital of EN, before the Date of the 2nd Investment Decision, the assets listed in Annex no. 2 - SNN Assets, being hereby agreed that the amount of these assets shall be their respective Market Value, as determined by a Certified Expert, according to the legal provisions;
- (ii) Save for the SNN's contributions to the EN's share capital prior to the date of this Agreement and the in-kind contribution consisting of the SNN assets listed in Annex no. 2, the SNN's contribution to the Project shall, in principle, be equal to the amount of the preliminary work budget, namely EUR 350 million;
- (iii) Within the Preliminary Stage, **pending the 2nd Investment Decision**, SNN shall finance EN's preliminary works budget by the equivalent in RON of EUR 350 million, plus the financing costs and expenses. The financing of EN shall be made by SNN, by:
 - a) subscribing to the increase of the share capital of EN; and/or
 - b) arm's length shareholder loans granted by SNN to EN,
 - c) loans granted and/or taken out/facilitated by the Arranger/Financing Party (Mandated Lead Arranger) selected by SNN;
 - d) EMP (Engineering Multiplier Program) loans granted by the export credit agencies, representing financing of the bridging loan type, guaranteed by SNN with the possibility of their refinancing from those loans to be granted for funding Stage III – Constructions and which will be 100% guaranteed by the Romanian State according to the Support Agreement,

in the manner decided by SNN and agreed with the EN financiers according to the agreements concluded therewith, so as to mitigate the financial risks that could be assumed by SNN by getting involved in the Project. The shareholder loans referred to at letter b) above may be converted into EN shares, in accordance with Clause 7 of this Agreement.

3.2.2 The Romanian State:

- (i) The Romanian State, represented through the Ministry of Energy, shall make an in-kind contribution to the EN's share capital, as investor, which contribution consists of the amount of heavy water and uranium octoxide related to the first nuclear fuel load for the commissioning of Units 3 and 4; hence, **before the 2nd Deadline Date (30 June 2027)**, the Romanian State, represented through the Ministry of Energy, shall give notice SNN of the contribution's amounts and terms and conditions, being agreed that the amount of these assets – heavy water and uranium octoxide set out in Annex 3 – shall be their Market Value, as determined by an Certified Expert, in accordance with the legal provisions. EN shall issue and allocate to the Romanian State, and the Romanian State, represented through the Ministry of Energy, shall subscribe, the corresponding number of shares with a nominal value of RON 3.938899988488 each. After having subscribed the aforementioned shares, the Romanian State, represented through the Ministry of Energy, shall become a shareholder of EN. The estimated/required amounts for the

in-kind contribution of the Romanian State, represented through the Ministry of Energy, to the share capital of EN are those set out in Annex no. 3;

SNN shall take, or cause to be taken, all the necessary steps that are appropriate or advisable to ensure that, in respect of EN, the shares referred to in this Clause 3.2.2 (i) are issued and allocated to the Romanian State, represented through the Ministry of Energy.

SNN hereby waives any pre-emption right or any other right or option granted to it in respect of any of the shares to be subscribed by the Romanian State, represented through the Ministry of Energy, under this Clause 3.2.2, and shall ensure the irrevocable waiver of any such right or option granted to any other person who is not a party to this Agreement.

- (ii) The Romanian State, represented through the Ministry of Energy, undertakes to ensure and/or secure the financing of Stage III (construction stage) so that the Project is completed and the two new nuclear units are commissioned;
- (iii) The Romanian State, represented through the Ministry of Energy, shall take the necessary steps to have the Project financed, including, but not limited to, by granting State guarantees to the Project's financing parties under the terms of the Agreement entered into by and between the Government of Romania and the Government of the United States of America on cooperation towards the Cernavoda Nuclear Power Projects and the Civil Nuclear Power Sector in Romania (IGA), as ratified by Law no. 200/2021, and/or any other intergovernmental support agreements or memoranda, or outside such agreements, as applicable.

3.2.3 The taking out of bank loans. Financing instruments. Grants.

- (i) The Parties (i) may agree upon, subject to the provisions of Clause 5.5.1.3 of this Agreement and at the EN's General Meeting of Shareholders, the EN taking out bank loans and/or raising financing through capital market instruments; and/or (ii) shall work together for the purpose of attracting grants for the financing of the Project;
- (ii) With a view to implementing the provisions of this Shareholders' Agreement, the Parties shall agree, under the Project Implementation Plan and for each stage and set of activities committed to be carried out, on the financing plan and method, as subjected for approval in accordance with the powers set out in the Articles of Association

3.3. Admission of new shareholders

- (i) The Parties hereby acknowledge and confirm that the Project's implementation will require, among other things, the raising of financing by admission of new shareholders to EN, at certain phases of the Project. The Parties hereby represent that they will work together in good faith to admit new shareholders through the issue of new shares or the sale of shares held by shareholders, in compliance with the provisions of this Agreement, the Articles of Association and the legal provisions in force.
- (ii) The Parties hereby acknowledge and understand that, by admitting new shareholders to EN in accordance with the arrangement between the Parties and the new then shareholding:
 - i. the Parties' participating interest in the EN's share capital may be reduced;
 - ii. shareholder rights or governance rules within EN may change;
 - iii. the EN's Articles of Association may undergo amendments;
 - iv. the new shareholders may be granted the right to appoint members to EN's Board of Directors.
- (iii) The Parties shall act in good faith and shall use all reasonable efforts to increase the value of EN and of the Parties' shareholdings, as well as to identify financing opportunities for the Project and new shareholders who can help its successful completion. The process pursued to select investors and admit new shareholders shall be specific and subject to approval by a Decision of the Government of Romania, pursuant to the provisions of Article 4(1) of Law no. 74/2023 approving the signing of the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala "Nuclearelectrica" – S.A. for the Project of Cernavoda NPP's Units 3 and 4. To this end, when defining and negotiating the terms for participation of new shareholders in implementation of the Project, the Parties shall seek to attain the key objectives pursued under this Agreement, including compliance with the dates set out in the Project Implementation Plan, the Support Agreement (including any addenda thereto to be signed by the Parties), Law no. 74/2023 approving the signing of the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala "Nuclearelectrica" – S.A. for the Project of Cernavoda NPP's Units 3 and 4, and the Government Decision no. 1011/2024 approving the Addendum no. 1 to the Support Agreement between the Romanian State,

represented through the Ministry of Energy, and Societatea Nationala Nuclearelectrica - S.A. for the Project of Cernavoda NPP's Units 3 and 4.

- 3.4. All decisions needed to be made to support implementation of the measures set out in Clause 3 shall be submitted for approval to the General Meeting of the EN's Shareholders or to the relevant corporate level, defined in the EN's Articles of Association, in compliance with the provisions of Clause 5.5.1.3 of this Agreement.

4. OTHER UNDERTAKINGS BY SHAREHOLDERS

- 4.1. The Parties shall further assume the following additional obligations in relation to the Project:

- (i) give notice to the European Commission of all matters concerning the Project, with a view to complying with the State aid legislation. To the extent that the obligations set by the European Commission have any bearing on the rights and obligations of the Parties under this Agreement, the Parties shall negotiate all amendments required to implement such, in accordance with paragraph 3.3 of the Support Agreement.

Any of the matters given notice of to the European Commission with a view to complying with the State aid legislation shall only be implemented after obtaining the European Commission's decision.

- (ii) give notice to EURATOM and the International Atomic Energy Agency of all relevant matters concerning the Project, for the purpose of meeting the international obligations assumed by Romania in the field of nuclear safeguards control.
- (iii) pass the necessary corporate decisions within EN to ensure that the activities and the Preliminary Works are carried out, including those which, according to the provisions of this Shareholders' Agreement, the EN's Articles of Association or the applicable law, fall under the responsibility of the General Meeting of the EN's Shareholders;
- (iv) make sure that the EN's Board of Directors and the EN's Executive Management regularly inform the Parties on the development status of the Project, and whenever this is requested by any of the Parties, so as to enable them to hold sufficient information for making decisions in connection with the Project;
- (v) upon the Steering Committee's recommendation, take, at their respective level, all steps for their relevant corporate/management bodies to adopt the investment decisions allowing the progress to the next stages of the Project (Preliminary Works and construction);

- 4.2. SNN and the Romanian State, represented through the Ministry of Energy, shall take all the necessary steps to fulfil the commitments listed above and assumed under the Support Agreement and any addenda thereto. Should the commitments of the Romanian State, represented through the Ministry of Energy, under Sub-Clause 3.1 of the Support Agreement, including the subsequent implementation contracts, where and if applicable, fail to materialize in a manner that allows adoption of the investment decisions, this shall qualify as an Agreement termination event, as described in Clause 6, and SNN shall be entitled (but not bound) to trigger the scheme under Clause 6.2 of this Agreement.

- 4.3. The Parties hereby agree that SNN shall, directly or indirectly (including in the form of a separate specialized legal entity that could be jointly owned by SNN and EN – the operating company), be the operator of Units 3 and 4 and shall provide all operating services, including, but without limitation to, staff selection and training, radioactive waste management, spent fuel management, tritium removal and decommissioning, under a contract to this effect concluded by EN with SNN. SNN and EN shall negotiate the contract in terms of the means of providing the operation and maintenance services for the Units (the "**O&M Contract**"), giving due regard to the O&M provisions and principles laid down in the Support Agreement, so that, by the date of the 2nd Investment Decision, the O&M Contract is in an agreed form.

5. EN OPERATION AND CORPORATE GOVERNANCE

- 5.1. The Parties hereby agree that the EN's business activity shall be that stipulated in the Articles of Association of EnergoNuclear S.A., the company in charge of the development, construction and operation of Cernavoda NPP's Units 3 and 4.
- 5.2. The EN shareholders hereby agree to exercise their rights so as to ensure that EN will not distribute dividends otherwise than in compliance with the Project's financing arrangements.
- 5.3. As to the EN's corporate governance structure, the Parties hereby agree as follows:
- (i) The General Meeting of Shareholders is the ultimate management body and shall conduct its work in accordance with this Agreement, the Applicable Law legislation and the Articles of Association;

- (ii) EN management shall be provided by a Board of Directors, formed of an odd number of members, as to be agreed from time to time by the Parties, and chaired by a Chairperson; it shall conduct its work out in accordance with this Agreement, the Applicable Law and the Articles of Association;
- (iii) EN's Executive Management shall be appointed by the Board of Directors, shall enforce its resolutions and shall conduct its work in accordance with this Agreement, the Applicable Law and the Articles of Association.

5.4. *EN corporate governance*

5.5.1. *General Meeting of Shareholders (GMS)*

In order to pass resolutions, the General Meeting of Shareholders shall meet as an Ordinary or Extraordinary General Meeting of Shareholders, having the powers set out under the Applicable Law and the Articles of Association. The quorum, convening and decision-making requirements shall be the same for any GMS, save for those listed in Clause 5.5.1.3.

5.5.1.1. *GMS convening*

The GMS shall be convened by the Board whenever necessary or required under this Agreement, the Applicable Law and the Articles of Association; however, at least once a year.

The GMS shall also be convened by the Board at the written request of any shareholder holding at least 5% of the share capital, sent to the Chairperson of the Board. The GMS convening notice shall list the items on the agenda and shall be sent out to the shareholders at least 30 days before the date of the meeting.

The GMS shall be convened (for each such meeting) at the relevant venue, as this may be indicated in the convening notice, by registered letter or notice by fax and by email/electronic means of communication, sent to the shareholders at least thirty (30) calendar days before the meeting; the notice shall be prepared in accordance with the Articles of Association and shall indicate, *inter alia*:

- i. the time and venue of the GMS;
- ii. the type of general meeting (ordinary or extraordinary) to be held;
- iii. the agenda, reasonably detailing the matters to be discussed at the respective GMS, in compliance with the mandatory provisions of the Applicable Law;
- iv. the documents provided in support of the matters to be discussed at the that GMS, if any; and
- v. the date, time and venue for any adjourned meeting.

5.5.1.2. *Quorum*

The presence of shareholders holding at least 50% +1 of the total number of voting rights is required for the validity of the deliberations of the ordinary GMS. Ordinary GMS Resolutions shall be passed by a majority of the votes cast. If the ordinary GMS is unable to work due to the non-fulfilment of the conditions laid down in the previous paragraph, the meeting to be convened further to a second call may deliberate on the items included on the agenda of the first meeting, regardless of the quorum present, and shall pass resolutions by a majority of the votes cast.

The presence of shareholders holding at least 50%+1 of the total number of voting rights at the first convocation and the presence of shareholders representing at least one fifth of the total number of voting rights at subsequent convocations is required for the validity of the deliberations of the extraordinary GMS. Resolutions shall be passed by a majority of the votes held by the shareholders present or represented.

5.5.1.3. *Passing of GMS resolutions*

Each of the following matters, as "Reserved Matters", shall be subject to the provisions of this Clause 5.5.1.3 and, by way of derogation from the provisions of the preceding article, shall require the unanimous approval of the shareholders:

- i. The Project Implementation Strategy and any amendment thereto;
- ii. The Project Budget, by stages, and any amendment thereto;
- iii. The Project Financing Plan , by stages;
- iv. Merger, division or winding up of EN;
- v. Change of the EN's legal status;
- vi. Passing of decisions to advance to the next phase of the Project, namely the 1st Investment Decision (Limited Notice to Proceed – LNTP) and the 2nd Investment Decision (Final Notice to Proceed – FNTP);

5.5.2. Board of Directors (the Board)

The general management of EN shall be entrusted to the Board of Directors, subject to the provisions of this Agreement, the Articles of Association and the Applicable Law. Mainly, the Board of Directors is in charge of carrying out all the necessary and useful acts for the realization of the Company's business objective, except those reserved by law for the General Meeting of Shareholders.

5.5.2.1. Board organization

The members of the Board shall be appointed and revoked by the GMS, which shall also set their term of office, in accordance with the procedure laid down in the Articles of Association, and subject to ensuring proportionality with the shareholding in the EN's share capital.

Each director shall hold office of four (4) years, which may be extended upon expiry by GMS resolution.

The Board shall be chaired by a Chairperson elected by the Board from among its members.

5.5.2.2. Board operation

The Board meetings shall be held quarterly, or whenever necessary, as the case may be. The meeting shall be convened by the Chairperson, according to the agreed annual calendar, or at the written request of two directors or of the Chief Executive Officer.

The meetings of the Board of Directors may be convened by the Chairperson of the Board of Directors at any time, at least five (5) Business Days before the meeting (unless an emergency demands for a shorter period), by written notice sent by registered letter or by email; all materials to be examined at a meeting shall be sent to each member of the Board of Directors (in hard copy, by fax or email) at least five (5) Business Days before the meeting (unless an emergency demands a shorter period).

The Board of Directors may hold an ad hoc meeting of the Board of Directors without observing the convening formalities, if all the members of the Board of Directors are present (in person or by telephone conference or by videoconference) and agree to hold the meeting without observing the convening formalities.

The notice convening a meeting of the Board of Directors shall include, *inter alia*:

- (a) the time and venue of the meeting;
- (b) an agenda reasonably detailing the items to be discussed at that meeting;
- (c) copies of any documents to be discussed at such meeting.

The Board may pass resolutions in the presence of the majority of its members, and decisions shall be made by a majority of the votes of the members of the Board, unless otherwise set out in this Agreement and save for any matters requiring the unanimous favorable vote of the Board members.

Each director shall be entitled to cast one (1) vote at any Board meeting and may represent only one other director.

The Chairperson of the Board shall not have a casting vote.

- 5.5. The Parties hereby undertake to exercise their shareholder rights and to take all necessary measures and sign all necessary documents in order to ensure compliance with the provisions of this Clause 5.

6. WITHDRAWAL AND TERMINATION

6.1. Agreement termination events

An Agreement "termination event" shall be any instance where:

- a) the commitments of the Romanian State, represented through the Ministry of Energy, as detailed in Sub-Clause 3.1 (Commitments/Obligations of the Romanian State, represented through the Ministry of Energy) of the Support Agreement and/or in any addenda thereto, including the subsequent implementing contracts, where and if applicable, fail to materialize in a manner that allows adoption of 1st Investment Decision and/or the 2nd Investment Decision;
- b) "restriction events" (such as passing of regulatory acts, national or European regulations, decisions of the European Commission, etc.) occur and prevent the completion of the Project, or render its implementation excessively more expensive; or
- c) the 2nd Investment Decision is not adopted before the 2nd Deadline Date.

Where a termination event occurs, before the 2nd Deadline Date, the Parties hereby agree as follows:

- (1) SNN shall give notice the Romanian State, represented through the Ministry of Energy, of the exercise of the Put Option under Clause 6.2 below, at the nominal value invested by SNN in the Project, and the Romanian State, represented through the Ministry of Energy, hereby agrees to purchase the shares held by SNN in EN at the nominal value invested by SNN in the Project;
- (2) SNN shall notify the Romanian State, represented through the Ministry of Energy, of its intention to novate, at nominal value, the shareholder loans granted by SNN to EN (including the interest amount accrued and unpaid on the date of the novation intention notice and any collateral attached to such loans and established by EN in favour of SNN), and the Romanian State, represented through the Ministry of Energy, shall accept the novation under the terms detailed in this Shareholders' Agreement.
- (3) The Romanian State, represented through the Ministry of Energy, shall replace (substitute) SNN, by way of novation, in all contracts and agreements under which SNN acts as guarantor of loans taken out by EN and backed by SNN guarantees, and intended to finance the EN's business activity and/or the Project, under the terms of, and in accordance with the procedures laid down in, the Applicable Law, whatever stage the Project may be in;

6.2. SNN Put Option

6.2.1 The Romanian State, represented through the Ministry of Energy, hereby expressly and irrevocably grants SNN the option to sell, in part or in full, the Shares held by SNN in EN (the "**Put Option Shares**") at the put option exercise date (the "**Put Option**") to the Romanian State, represented through the Ministry of Energy, which option may be exercised by SNN throughout the duration of this Agreement, should a termination event occur under Clause 6.1 hereof.

6.2.2 For the purposes of this Clause 6.2, the Romanian State, represented through the Ministry of Energy, hereby expressly and irrevocably agrees to purchase from SNN all the shares sold by SNN, subject to SNN exercising its Put Option over such shares (being understood that this does not qualify as an obligation of SNN).

6.2.3 SNN shall exercise the Put Option under the terms laid of this Agreement by giving written notice thereof to Romanian State, represented through the Ministry of Energy, (the "**Put Option Notice**"). The Put Option Notice shall state: (i) the number of Put Option Shares, and (ii) the effective amount of the Put Option Price corresponding to the Put Option Shares.

6.2.4 The "**Put Option Price**" shall be a sale price equal to the nominal value invested by SNN in the Project at the time when the Put Option is exercised and corresponding to the number of shares.

6.2.5 The Parties hereby expressly agree that the transfer of the Put Option Shares shall not take effect until full payment of the Put Option Price is made by the Romanian State.

6.2.6 The Parties shall sign and deliver any and all documents and shall take any and all actions, whenever necessary or desirable, to transfer the Put Option Shares to the Romanian State, represented through the Ministry of Energy, and to give the Romanian State, represented through the Ministry of Energy, the full benefit of the Put Option Shares, including, but without limitation to, making the appropriate entries in the Shareholders' Register and signing, for purposes of registration with the Trade Registry, any agreement, instrument or deed required for this purpose.

6.3. *No liability*

No Party shall be entitled to claim damages, relief or compensation from the other Party for termination of this Agreement. The Parties' only payment liabilities under this Agreement shall be limited to payment of the nominal value invested by SNN in the Project, that is the nominal value of the shares held by SNN, the nominal value of the shareholder loans granted by SNN to EN (including the amount of any interest accrued and unpaid on the novation intention notice date), and the amount of all the costs associated with the guarantees granted by SNN in favour of EN under Clause 6.2 above. No other payments shall be due and no liability may be incurred by any Party towards EN and/or the other Party under this Agreement and/or the Articles of Association, on any grounds, whether by contract or in law, to the fullest extent permitted by the Applicable Law.

7. INCREASE OF EN'S SHARE CAPITAL

- 7.1. The Parties hereby agree that SNN shall have the right to increase the EN's share capital by converting any receivable or part thereof that SNN holds against EN under the shareholder loans granted to EN for the purpose of financing the Project pursuant to Clause 3.2.1 (iii).
- 7.2. The Parties hereby acknowledge and accept that the provisions of Clause 5.5.1.3 shall not apply to any exercise of the right to increase SNN's share capital under this Clause 7.
- 7.3. SNN shall give written notice to EN and to the Romanian State, represented through the Ministry of Energy, when it exercises or intends to exercise the conversion right under this Clause 7.

8. COSTS AND EXPENSES

Each Party shall bear its own costs and expenses in connection with conclusion and performance of its obligations under this Agreement, including all negotiations, preparations and investigations, include any expenses made as shareholders in connection with the EN's business activity, and any subsequent changes in the EN's share capital, including fees and expenses of their respective legal, financial and other advisers and the VAT or any similar taxes related thereto, incurred in connection with this Agreement and with making the arrangements contemplated by this Agreement.

9. MISCELLANEOUS

9.1. No partnership

Nothing in this Agreement or in any other document referred to herein shall constitute a partnership of any kind between the Parties.

9.2. Successors

The rights and obligations of each Party under this Agreement shall continue to inure to the benefit of their respective successors and shall be binding upon them.

9.3. Reasonableness and negotiation

- (i) The Parties hereby agree and acknowledge that this Agreement has been negotiated in full knowledge and understanding of its legal and commercial effects and that none of its provisions may be regarded as a standard clause for the purposes of the Articles 1202 and 1203 of the Romanian Civil Code.

9.4. Waiver

No waiver by either Party of any right, default, misrepresentation or breach of warranty or contract term herein, whether intentional or not, shall be deemed to extend to any other right, default, misrepresentation or breach of warranty or contract term herein, in the past, present or future, nor shall it in any way impair on any right arising by virtue of any such circumstance. Any such waiver shall be deemed take effect only if given in writing and signed by the Party responsible for such waiver. No failure by a Party to exercise or enforce any right conferred upon it under this Agreement within a certain period of time after such the birth of such right shall be deemed a waiver of that right and shall not operate so as to prevent its exercise or enforcement at any later time or times, save for when the exercise or enforcement of such right is prohibited after the lapse of such period, as expressly set out in this Agreement or in the statute of limitation applicable to that right under the Applicable Law. The failure or delay by a Party to exercise their right to terminate this Agreement in the event of any circumstance giving rise to such event shall not qualify a waiver of their rights in the event of any other circumstance giving rise to that right.

9.5. Entire Agreement and severability

- (i) This Agreement and its Annexes and any other written agreements concluded under this Agreement shall make up the entire understanding between the Parties in relation to all matters to which this Agreement relates, and supersede and replace all prior undertakings and understandings, whether written or oral, between the Parties.
- (ii) Each Party hereby confirms that:
 - i. when entering into this Agreement, they have not relied on any representation, warranty, assurance, contract term, indemnity, obligation or undertaking that is not set out or expressly referred to in this Agreement;
 - ii. in any event, without prejudice to any liability for fraudulent misrepresentation or misstatement, their only rights or remedies in relation to any representation, warranty, assurance, contract term, indemnity, obligation or undertaking or action taken in connection with this Agreement shall be under this Agreement and, for the avoidance of any doubt and without limitation, no Party shall have any right or remedy (by way of a claim for contribution or otherwise) in tort (including negligence); and

- iii. no term or provision of this Agreement which is void or unenforceable shall affect the validity or enforceability of the other terms and provisions or the validity or enforceability of the term or provision giving rise to a breach in any other situation or in any other jurisdiction. The Parties shall replace any void or unenforceable term or provision with a valid or enforceable provision that best reflects the business purpose of the void or unenforceable term or provision.

9.6. *Notices*

- (i) Any notice or other communication due to be sent by one of the Parties to another Party based on or in connection with the aspects provided in this Agreement shall be sent to its respective addressee and to the address, fax number or email address having embedded, attached or associated an extended electronic signature (“embedded, attached or associated extended logical electronic signature”) of the other party, as provided below for this purpose, and shall be marked for the attention of the person whom it is thus transmitted, or to another address, fax number or email address having embedded, attached or associated an extended electronic signature (“embedded, attached or associated extended logical electronic signature”), and/or marked for the attention of the respective other person, as the other party may indicate from time to time by means of notice given in accordance with this clause 12.6.1 to the party sending it the relevant notice or communication:

For

Address: [●]

Fax: [●]

E-mail: [●]

To the attention of: [●]

For SNN:

Address: [●]

Fax: [●]

E-mail: [●]

To the attention of: [●]

- (ii) Any notice or other communication due to be sent by any of the Parties to any other Party based on or in connection with the aspects provided in this Agreement shall be made in writing, in Romanian, and shall be handed over in person or be sent fax or by email having embedded, attached or associated an extended electronic signature (“embedded, attached or associated extended logical electronic signature”), or by registered letter or courier, using a nationally/internationally recognized courier company, and shall be deemed to have been received:
 - i. at the time of its delivery, if handed-over in person or sent as registered letter or by courier;
 - ii. at the time of its transmission, if transmitted by fax or email, having embedded, attached or associated an extended electronic signature (“embedded, attached or associated extended logical electronic signature”).
- (iii) Any notice or other communication not received on a Business Day or received after 5:00 p.m. local time on any Business Day at the place of receipt shall be deemed received on the next Business Day.

9.7. *Counterparts and language*

This Agreement is concluded in Romanian and is signed in two (2) original counterparts, and its annexes are stamped in two (2) original counterparts, all of which together make up one and the same agreement.

9.8. *Amendments*

No amendment of this Agreement shall be valid unless it is made in writing and is signed by the authorized representatives of the Parties and is approved by Government Decision, under the terms of Law no. 74/2023 approving the signing of the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala “Nuclearelectrica” S.A. for the Project of Cernavoda NPP’s Units 3 and 4.

9.9. *Relationship between this Agreement and the Articles of Association*

Where, throughout the term of this Agreement, a conflict arises between the provisions of this Agreement and the Articles of Association, the provisions of this Agreement shall prevail.

9.10. *Further assurances*

Each of the Parties hereby reaffirms their commitment to the Revised Strategy and to the implementation of the Project in accordance with the Revised Strategy.

10. REPRESENTATIONS AND WARRANTIES

10.1. Each of the Parties hereby represents and warrants one to another that:

- (i) it has the legal right, power, capacity and full authority to perform, observe and exercise their rights and to carry out their obligations under this Agreement and under each document to be signed by them pursuant to and in connection with this Agreement;
- (ii) the documents referred to above, once signed, shall constitute valid and binding obligations on each of them in accordance with their respective terms;
- (iii) there is no legal action pending against them that could in any way affect the validity or enforceability of this Agreement; and

10.2. the relevant Party shall indemnify and hold the other Party harmless against any direct loss, liability, cost or claim suffered by the other Party to the extent arising from the untruthfulness of any of the representations made by the relevant Party in this Clause 10.

11. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

11.1. This Agreement shall be governed by, and be construed in accordance with, the Romanian law.

11.2. All disputes, controversies and claims arising out of or in connection with this Agreement, including, but not limited to, any matter relating to its existence, validity, performance, interpretation or termination, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in Paris, France (the “**Rules**”) in force at the date when the respective dispute is referred to arbitration, by three arbitrators appointed in accordance with these Rules.

11.3. The place of arbitration shall be Paris, France. The Parties hereby agree that the arbitration language, including for hearings, written evidence and correspondence, shall be English.

11.4. A duly rendered arbitral award shall be final and enforceable against the Parties, without exception, as well as against their successors and assignees.

11.5. Each of the Parties hereby agrees to voluntarily pay any arbitral award and not to oppose the enforcement of any arbitral award obtained under this Agreement, other than as expressly permitted under the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

11.6. Prior to the rendering of the arbitral award, each Party shall initially bear their own costs incurred in connection with such arbitration, including any of their own counsel fees. All other costs and expenses shall be advanced by the Parties in accordance with the Rules. Upon completion of the proceedings, the unsuccessful Party shall bear the costs of the entire arbitration proceedings, including any legal representation fees and any other expenses incurred by the successful Party.

12. ENTRY INTO FORCE OF THIS AGREEMENT

This Agreement shall come into force upon its signing by the respective signatories, after its approval by Government Decision, on the basis of the provisions of Law no. 74/2023 approving the signing of the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala “Nuclearelectrica” S.A. for the Project of Cernavoda NPP’s Units 3 and 4, and the Government Decision no. 1011/2024 approving the Addendum no. 1 to the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala Nuclearelectrica - S.A. for the Project of Cernavoda NPP’s Units 3 and 4.

13. ANNEXES

Each of the following Annexes to this Agreement is an integral part of this Agreement as if set out in full in the body of this Agreement:

Annex 1 - List of definitions

Annex 2 – SNN assets

Annex 3 - Estimated/required quantities for the in-kind contribution of the Romanian State, represented through the Ministry of Energy, to the share capital of EnergoNuclear S.A.

ANNEX 1 - LIST OF DEFINITIONS

“ Agreement ”	means this Agreement, together with all its Annexes and addenda;
“ Shareholder ”	means any of the Parties to this Agreement;
“ Affiliate ”	means, in relation to any Person, any other Person which directly or indirectly controls, is controlled by, or is under direct or indirect common control with such former Person; for the purposes of this definition, a Person shall be deemed to control another Person if (i) it directly or indirectly holds more than 50% of (a) the share capital of that Person or (b) the voting rights in the shareholders’ meeting or in the equivalent corporate body of that Person (as the case may be), or (ii) otherwise directly or indirectly holds the power to determine the majority composition or the outcome of the decisions concerning the financial or operational policies of that Person, its board of directors or other governing body/authority of that Person by virtue of any powers granted under the Articles of Incorporation, the Shareholders’ Agreement or any other document governing the affairs of that Person, or (iii) solely in respect of a natural person, is a relative by blood or marriage up to the fourth degree or the spouse of such natural person and the entities controlled by such natural persons, and “controlled” and “controlling” shall be construed accordingly;
“ Certified Expert ”	means a third independent professional, recognized at national level, with expertise in the matter at issue, which has no material relationship with any of the Parties and their Affiliates, EN, the members of the management bodies of any of them or of the Parties, or any other Person, that could reasonably give rise to a presumption of an actual or potential conflict of interest;
“ Applicable Law ”	means the legislation of Romania and of the European Union applicable in Romania (including any laws, government ordinances, government or ministerial decrees, regulations, codes, statutes and other rules of general application, any secondary or delegated legislation, accounting policies and decisions, and any regulations, orders, authorizations, licenses, concessions, judgments, ordinances, decrees, decisions or rules and any similar action of any Authority that is legally binding) in force from time to time;
“ Articles of Association ”	means the EN’s articles of incorporation, as may be amended from time to time;
“ Board ”	means EN’s Board of Directors, with its membership from time to time;
“ Law of Companies ”	means the Law of Companies no. 31/1990, as amended and supplemented;
“ General Meeting ” or “ GMS ”	means the general meeting of EN shareholders, ordinary or extraordinary, as the case may be;
“ Current share capital ”	has the meaning given to this term in Clause 3.1;
“ Project ”	has the meaning given to this term in Recital (A);
“ Romanian Civil Code ”	means Law no. 287/2009 on the Civil Code, as amended and supplemented;
“ Annex ” or “ Annexes ”	means the annexes attached to this Agreement;
“ Share ”	means any of the shares in the EN’s share capital;
“ Shareholders’ Rights ”	means the voting rights and any other rights attached to the shares which an EN shareholder may have under this Agreement and/or the Articles of Association and/or the Applicable Law;
“ Signing Date ”	means the signing date of this Agreement;
“ 1st Investment Decision ”	has the meaning given to this term in Clause 5.3 of Law no. 74/2023 approving the signing of the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala “Nuclearelectrica” S.A. for the Project of Cernavoda NPP’s Units 3 and 4, by which the signing of the Support Agreement between the Romanian State, through the Government of Romania, and Societatea Nationala “Nuclearelectrica” S.A. regarding the Project of Cernavoda NPP’s Units 3 and 4 was approved, as amended by subsequent addenda
“ 2nd Investment Decision ”	has the meaning given to this term in Clause 5.6 of Law no. 74 of 31 March 2023 approving the signing of the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala “Nuclearelectrica” S.A. for the Project of Cernavoda NPP’s Units 3 and 4, by which the signing of the Support Agreement between the Romanian State, through the Government of Romania, and Societatea Nationala “Nuclearelectrica” S.A. regarding the Project of Cernavoda NPP’s Units 3 and 4 was approved, as amended by subsequent addenda
“ 1st Deadline Date ”	has the meaning given to this term in Sub-clause 5.3 of the Support Agreement between the Romanian State, through the Government of Romania and Societatea Nationala “Nuclearelectrica” S.A. for the Project of Cernavoda NPP’s Units 3 and 4, the signing of which was approved by Law no. 74 of 31 March 2023 approving

	the signing of the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala "Nuclearelectrica" S.A. for the Project of Cernavoda NPP's Units 3 and 4, as amended by subsequent addenda
"2nd Deadline Date"	has the meaning given to this term in Sub-clause 5.7 of the Support Agreement between the Romanian State, through the Government of Romania and Societatea Nationala "Nuclearelectrica" S.A. for the Project of Cernavoda NPP's Units 3 and 4, the signing of which was approved by Law no. 74 of 31 March 2023 approving the signing of the Support Agreement between the Romanian State, represented through the Ministry of Energy, and Societatea Nationala "Nuclearelectrica" S.A. for the Project of Cernavoda NPP's Units 3 and 4, as amended by subsequent addenda
"Steering Committee"	means the Steering Committee for the expansion of the Romanian civil nuclear programme, which was established and operates under the Decision of the Prime Minister no. 5/2022, published in the Official Gazette of Romania, Part I, no. 5 of 3 January 2022, as amended and supplemented by the Decision of the Prime Minister no. 476/2023, published in the Official Gazette of Romania, Part I, no. 1046 of 17 November 2023;
"Market Value"	means, in relation to any asset or property, the price that could be negotiated in a transaction on a competitive market, on an arm's length basis and in cash, between a willing and able seller and a willing and able buyer, neither of whom is under any undue pressure or constraint to complete the transaction, as determined by a Certified Expert.
"Mandated Lead Arranger"	means the investment bank or underwriter that facilitates and leads a Group of investors in a syndicated loan;
"Project Implementation Plan"	The plan prepared by EN for the Project's development, containing: (i) the Project timetable, namely the planning of the activities and operations to be carried out, by Project phases, indicating the critical milestones and the anticipated dates of the investment decisions; (ii) the Project budget; (iii) the financing plan; (iv) the plan of actions to be undertaken by each of the shareholders, according to their respective commitments under this Agreement and the Support Agreement, including any addenda thereto
"Certified Third Party"	means any third party (including agents and contractors) appointed or hired by one of the Parties, and given notice of to the other Party and to EN, to provide services in connection with the Project or the EN's business activity, including, but not limited to, a specialized engineering entity with competences equivalent to those of a technical support organization according to the terminology of the International Atomic Energy Agency;
"Business Day"	means a day on which banks are generally open for business in Romania (other than Saturdays, Sundays or public holidays), and "Business Days" shall be construed accordingly;

ANNEX 2 – SNN ASSETS

The assets for the subscription of equity in kind by SNN, according to the agreement between the parties, SNN and/or the investors

Description	Supporting documents Real Property Register of Town Cernavoda under no. 10844 (resulting from the Real Property Register no. 146 of Town of Cernavoda), cadastral no. 207-2, under Minutes no. 1.590/11.05.2000	Identification number U3/U4-08230-6024-CU/PG-6025-1-GA-O Rev. 1, layout plan at scale 1:2.000
LAND		
Structures (buildings and special structures) [Details in Appendix 1]	-	Appendix 1
Heavy water	75,260,58 Kg	Isotopic at least 99.85%
Stock of equipment and spare parts	Accounting records of Cernavoda NPP Branch	
Land	73,600 m ²	Urban Planning Certificate no. 61/24.04.2020
Underlying surveys to obtain the SNN permits and authorizations		
Other assets determined by agreement of the parties		

Appendix 1 - Structures (buildings and special structures)

Unit 3

Name of structure	Identification number (according to the Layout Plan)	Accounting ID
Reactor Building	001	
Ancillary Nuclear Services Building (CSAN)	002, 007	
Turbine Building (Integrated Building)	020, 021, 022	
High Pressure Emergency Core Cooling (HPECC) Building	006	
Standby Diesel Generator Building	023	
Cooler Building	026	
Emergency Water Supply (EWS) Building for U3, 4 and 5 water supply system	004	
Emergency Power Supply and Secondary Control Room Building (excavations only)	005	
Sieve House and Pumping Station	050, 051, 048, 049, 058	
Component Cooling Water (CCW) and Raw Service Water (RSW) Conduits and Pipelines	052, 053	
CCW and RSW Hot Water Evacuation Conduits - Evacuation Circuit	054	
Perimeter Sealing Screen	N/A	
Wire 1 "U3" Conduit and Tunnel	N/A	

Unit 4

Name of structure	Identification number (according to the Layout Plan)	Accounting ID
Reactor Building	001	
Ancillary Nuclear Services Building (CSAN)	002, 007	
Turbine Building (Integrated Building)	020, 021, 022	
Standby Diesel Generator Building	023	
High Pressure Emergency Core Cooling (HPECC) Building	006	
Emergency Power Supply and Secondary Control Room Building (excavations only)	005	
Component Cooling Water (CCW) and Raw Service Water (RSW) Conduits and Pipelines	052, 053	
Perimeter Sealing Screen	N/A	
Sieve House and Pumping Station	050, 051, 048, 049, 058	

Wire 1 "U4" Conduit and Tunnel	N/A	
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ANNEX 3 - ESTIMATED/REQUIRED QUANTITIES FOR THE IN-KIND CONTRIBUTION OF THE ROMANIAN STATE, REPRESENTED THROUGH THE MINISTRY OF ENERGY, TO THE SHARE CAPITAL OF ENERGNUCLEAR S.A.

1. Amount required for the initial heavy water load

Description	Isotope	Quantity (tonnes)
Heavy water (D ₂ O) U3	99,85%	550
Heavy water (D ₂ O) U4	99,85%	550
TOTAL		1.100

The amount of 1,100 tons required for the commissioning of the units is conservatively estimated, and includes the heavy water required for the primary circuit, moderator, process consumption for commissioning the ancillary systems, deuterations, tests, calibrations and a common reserve.

From the estimated amount of 1,100 tons, the amount of 75,260.58 kg owned by SNN (annex 1 – Assets of SNN) and intended for Cernavoda NPP’s Units 3 and 4 shall be deducted.

2. Amount of uranium octoxide required for the first nuclear fuel load

Description	Estimated quantity (tonnes)
Uranium octoxide (U ₃ O ₈) Unit 3	120
Uranium octoxide (U ₃ O ₈) Unit 4	120
TOTAL	240