No. SNN_ACTIONARI-26-02377-19-06-2026

Cleared by,

Chairman of the Board of Directors
Laurentiu Nicolae Cazan

NOTE

on the approval by the Extraordinary General Meeting of Shareholders of SNN of

(i) the granting by SNN, as guarantor, in favor of Energonuclear S.A., as borrower, of a guarantee to secure the financing of up to EUR 75,000,000 taken out by Energonuclear S.A. (as borrower) from Export Development Canada (as lender), for the financing the Project "Cernavoda NPP's Units 3 and 4" (the Project), under the terms detailed in this Note;

(ii) the loan agreement in an amount of up to EUR 75,000,000, between Energonuclear S.A., as borrower, SNN, as guarantor, Export Development Canada, as lender, for the financing of the Project "Cernavoda NPP's Units 3 and 4", which agreement is then due to be signed by SNN, as guarantor of the borrower Energonuclear S.A., having substantially the form attached to this Note (Appendix 1);

(iii) the Guarantee Agreement for the abovementioned loan, to be concluded by SNN with Energonuclear S.A., having substantially the form attached to this Note (Appendix 2);

(iv) the authorization of the SNN's Board of Directors to approve, in the name and on behalf of SNN, as guarantor of EN's obligations, any amendments to the abovementioned credit agreement and/or guarantee agreement, as well as all documents required to give effect to the abovementioned financing during their respective performance, save for any amendments concerning the main lending terms: borrowed amount, interest, fees, debt rescheduling, or term;

(v) the authorization of the Chief Executive Office and the Chief Financial Officer of SNN to sign, in the name and on behalf of SNN: (i) the credit agreement in an amount of up to EUR 75,000,000, between Energonuclear S.A., as borrower, SNN, as guarantor, Export Development Canada, as lender (borrower), for the financing of the Project "Cernavoda NPP's Units 3 and 4"; (ii) the abovementioned guarantee agreement between SNN and Energonuclear S.A.; and (iii) to complete all formalities and to sign all documents needed to give effect to the abovementioned financing, it being understood that the proxies named may sign the said agreements in a form substantially similar to the forms attached to this Note, in the sense that, should further formal amendments be required to be made to the two agreements before their signing, the proxies shall be authorized to accept implementation of such amendments which do not affect the substance of the contractual provisions and do not alter the meaning and purpose of the contractual provisions, but are only formal in nature (correction of wording errors, grammatical mistakes, etc.);

(vi) the authorization of the representative/representatives of SNN in the Extraordinary General Meeting of the Shareholders of Energonuclear S.A. to vote: (i) "for"/"in favor" of Energonuclear S.A., as borrower, with SNN as guarantor, he taking out the loan in an amount of up to EUR 75,000,000 from Export Development Canada, as lender, for the financing of the Project

"Cernavoda NPP's Units 3 and 4"; and (ii) "for"/"in favour" of the conclusion, by Energonuclear S.A., as guarantee beneficiary, with SNN, as guarantor, of a guarantee agreement in connection with the establishment of the guarantee for the abovementioned loan of up to EUR 75,000,000; and (iii) "for"/"in favour" of the authorization of the Chief Executive Officer and the Chief Financial Officer of Energonuclear S.A. to sign, in the name and on behalf of Energonuclear S.A., the two abovementioned agreements, in the forms substantially attached to this Note and as previously cleared by the Board of Directors of Energonuclear S.A., the clarification provide at the previous paragraph (regarding the signing of agreements in forms substantially similar to those attached to this Note) being applicable also to this paragraph, and to complete all formalities and to sign all documents needed to give effect to the abovementioned financing;

(vii) the authorization of the SNN representative(s) in the Extraordinary General Meeting of the Shareholders of Energonuclear S.A. to vote "for"/"in favor" of the authorization of the EN's Board of Directors to approve, in the name and on behalf of EN, as borrower and secured debtor, any amendments to the abovementioned loan agreement and/or the aforementioned guarantee agreement, as well all the documents issued to give effect to the aforementioned financing, during their respective performance, save for any amendments concerning the main lending terms: borrowed amount, interest, fees, debt rescheduling, or term;

(viii) the authorization of the Chief Executive Officer of SNN complete all formalities with the competent Trade Register in connection with the SNN EGMS's resolution which this Note refers to.

1. Approval powers

S.N. Nuclearelectrica S.A. ("**SNN**" or the "**Company**"), together with Energonuclear S.A. ("**EN**"), have taken the necessary steps with a view to taking out a loan in an amount of up to EUR 75,000,000 from Export Development Canada ("**EDC**"), for the purpose of financing the LNTP (Limited Notice to Proceed) phase of the Project "Cernavoda NPP's Units 3 and 4" (the "**Project**"). This financing shall be taken out by Energonuclear S.A., as borrower, and SNN shall guarantee the loan 100% (as guarantor). In order to substantiate the guarantee obligations, SNN and EN shall entered into a Guarantee Agreement (Convention) (Appendix 2 to this Note).

The following provisions of the Articles of Association of SNN and of the Articles of Association of EN, as currently valid (Articles of Association of SNN as of 18 December 2025 and of EN as of 25 February 2025) are applicable in the present case:

- Article 13(4)(a) and (b) of the Articles of Association of SNN: *"(4) In addition to the powers and duties listed above or laid down under paragraph 3 above, the Extraordinary General Meeting of Shareholders resolves also on the following matters:*
  - *a) conclusion by the Company of any contract, taking up of any obligation or commitment that could involve expenses, or taking up any other important obligation by the Company, according to the limits of power provided in Appendix no. 1 to these Articles of Association.*
  - *b) taking up the Company of any type of loans or loan-like liabilities or indebtedness according to the limits of powers provided in Appendix no. 1 to these Articles of Association [...]".*
- Appendix to the SNN Articles of Association , items 4 and 5: taking out loans, no matter their duration, for a contract value higher than or equal to the amount of EUR 50,000,000, which shall be endorsed, in both cases, by the executive management (Directors) and the Board of Directors and shall be approved by the General Meeting of Shareholders.
- Article 13(3)(p) of the Articles of Association of SNN: *"The Extraordinary General Meeting of Shareholders is entitled to resolve in relation to: [...] p) to approve the term of office of the*

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representatives of Nuclearelectrica in the General Meeting of Shareholders of Energonuclear S.A. for: [...] ii. making any investment by Energonuclear S.A. that exceeds EUR 50,000,000 (EUR fifty million) in one single transaction, and/or that exceeds EUR 50,000,000 (EUR fifty million) aggregately with other transactions in any financial year; iii. conclusion by Energonuclear S.A. of any contract involving expenses or talking up any important obligation by Energonuclear S.A. that exceeds EUR 50,000,000 (EUR fifty million), individually or cumulatively, during one single financial year; [...]; v. Contracting by S.C. Energonuclear S.A. of any type of loans or debts or liabilities of the loan type, with a value exceeding EUR 50,000,000 (EUR fifty million)".

- ➢ Article 10.6 of the Articles of Association of EN: " *In addition to the aspects provided by the law (to the extent that these are not reflected in these Articles of Association), the Extraordinary Meeting of Shareholders resolves also on the following matters: [...]*
  g) conclusion by the Company of any contract, taking up of any obligation or commitment that could involve expenses, or taking up any other important obligation by the Company, according to the limits of power provided in Appendix to these Articles of Association;
  h) taking up the Company of any type of loans or debts or obligations of the loan type according to the limits of powers provided in Appendix to these Articles of Association; [...]".
- ➢ Appendix to the Articles of Association of EN, item 3 in the table, according to which the taking out of loans, no matter their duration, for a contract value higher than or equal to the amount of EUR 600,000, shall be initiated by the General Manager of EN, shall be endorsed by the Board of Directors of EN and shall be approved by the General Meeting of Shareholders of EN.

In this context, we point out that Energonuclear S.A. is owned 100% by SNN, as sole shareholder; hence, the resolution of the General Meeting of EN' Shareholders of shall be passed by SNN. In this case, according to the corroborated provisions of the Articles of Association of SNN cited above, the Extraordinary General Meeting of the SNN's Shareholders shall approve the participation of SNN, as sole shareholder, in the General Meeting of the EN's Shareholders through its representative(s) duly authorized for this purpose by the Extraordinary General Meeting of the SNN's Shareholders.

2. Background

2.1. General matters about the Project

The investment project "Cernavoda NPP's Units 3 and 4" (the "**Project**") is a strategic project of SNN that is implemented through the Special Purpose Vehicle EN, a subsidiary of SNN, with the aim of completing the construction of two new CANDU 6 units, with an installed capacity of about 724 MWe per unit, thus doubling Romania's nuclear power capacity, which will contribute to ensuring the delivery of base load electricity in the National Energy System, with a significant impact on ensuring Romania's energy security and on the decarbonization of the energy system.

The Project implementation is structured in 3 distinct stages as follows:

<u>Stage I – Preliminary Notice to Proceed, pursuing the following main goals:</u>

- re-operationalising EN;
- contracting the technical and legal assistance services;
- contracting engineering services for updating the engineering and nuclear safety documentation necessary for the Project restart.

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Stage II - Preliminary Works (Limited Notice to Proceed – LNTP), pursuing the following main goals:

- developing the engineering required to define the project;
- structuring and contracting of financing (by developing cost estimates and implementation schedules with a high degree of certainty);
- obtaining the favourable View of the European Commission further to the Project Notice, according to Article 43 of the EURATOM Treaty and obtaining a positive decision in accordance with the relevant European provisions on State Aid;
- obtaining the Nuclear Safety Licence for the Construction Stage;
- adopting the Final Investment Decision for advancement to Stage III (Construction).

At this time, the Project is in Stage II – Preliminary Works (Limited Notice to Proceed – LNTP).

At the end of this stage, the project feasibility shall be re-examined based on the new technical and economic indicators and the Final Investment Decision shall be adopted, therefore enabling the advancement to Stage III.

Stage III - Construction (Final Notice to Proceed – FNTP), pursuing the following main goals:

- starting and completing the building and assembly works;
- commissioning of Units 3 and 4.

We also mention the following milestones in the Project implementation, as follows:

Resolution no. 6/10.08.2022 of the Ordinary General Meeting of SNN Shareholders (OGMS) approved:

- The continuation of the Project of Units 3 and 4 within Cernavoda NPP, respectively, the adoption of the Preliminary Investment Decision and entering Stage II – 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.
- To approve the commencement of steps required for awarding and concluding the contracts which are needed for completing the Project, within the constraints of the powers granted by SNN's and EN's Articles of Association.

In terms of enforcing the provisions of SNN's OGMS Resolution of no. 6/10.08.2022 and in respect of Project implementation, the following steps have been completed:

- The Support Agreement between the Romanian State and SNN, concerned with Cernavoda NPP Units 3 and 4 Project, was approved in 2023 by Law no. 74/2023 (the "**Support Agreement**");
- By Government Decision no. 1011/2024, the conclusion of the Addendum to the Support Agreement between the Romanian State and SNN regarding the Cernavoda NPP Units 3 and 4 Project was approved (the "**Addendum**");
- Under the SNN EGMS Resolution no. 10/14.11.2024, the following were approved: (i) the 1st Investment Decision and the transition to Stage II of the Project, and (ii) the conclusion of the EPCM Contract (Engineering, Procurement and Construction Management) for "Engineering Services and Project Management Services for the Project of Cernavoda NPP's Units 3 and 4", between EN and the FCSA Joint Venture formed of Fluor B.V., Fluor Energy Transition Inc. Wilmington Bucharest Branch, Candu Energy Inc., Ansaldo Nucleare S.p.A., S&L Engineers Ltd. and Sargent & Lundy Energie S.R.L.; this was signed on 15 November 2024, for an amount of EUR 280.4 million (net of VAT) and a duration of 24 months, for the LNTP period;
- On 15 November 2024, EN signed the abovementioned EPCM contract with FCSA Joint Venture.

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2.2. Project's Budget

According to the Support Agreement, as amended by the Addendum, the Budget of the Preliminary Works (LNTP stage) is EUR 350,000,000; this amount does not include any financing costs and expenses.

At this time, according to the explanations provided in the Presentation Note substantiating the SNN EGMS's Resolution no. 10/14.11.2024, the price of the EPCM Contract – LNTP stage, is as follows:

LNTP stage	CAD	USD	EUR	Grand Total in EUR equivalent
Engineering Services - **Fixed Price**	215,129,061	79,526,000	22,727,638	238,941,852
*Project Management Services (PMO) - **Variable Price***	*9,431,034*	*6,760,052*	*30,224,863*	*42,706,972*
Grand Total EUR				**281,648,825**

We wish to point out that the financing covered by this Note is strictly related to the LNTP stage of the Project, and concerns the granting of financing for EN to complete the abovementioned Stage II. Details about the EPCM contract and the budget related to this contract can be found in the BoD Note no. 2866/05.03.2024.

2.3. Project's Financing

The financing of the LNTP Stage, until the Final Investment Decision is made, shall be provided, according to the provisions of the Support Agreement, as amended by the Addendum, through:

- subscribing new shares in order to the increase of the share capital of EN; and/or
- arm's length shareholder loans granted by SNN to EN;
- loans granted and/or taken out/facilitated by the Arranger/Financing Party (Mandated Lead Arranger) selected by SNN;
- 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 – Construction and which will be 100% guaranteed by the Romanian State according to the Support Agreement, in the manner decided by SNN and agreed with EN's Financing Parties under the agreements concluded with them, so as to mitigate the financial risks that could be assumed by SNN further to its involvement in the Project.

To date, the following steps have been taken in line with the provisions of the Support Agreement, in order to ensure the financing of the Preliminary Works Stage: a) SNN has granted EN a shareholder loan in the amount of RON 841,000,000, under arm's length conditions, on 29 November 2024, approved by SNN's EGMS resolution no. 8/19.07.2024; b) on 24 September 2025, EN took out a loan of EUR 80,000,000 from a syndicate of commercial banks led by J.P. Morgan, for the purpose of financing the LNTP phase of the Project, with SNN guaranteeing the loan 100% (a Guarantee Agreement was concluded by and between SNN and EN in connection with this loan); c) on 30 April 2026, EN took out a loan in the amount of USD 52,670,590 from the Export-Import Bank of the United States, for the purpose of financing the LNTP phase of the Project, with SNN securing the loan 100% (a Guarantee Agreement was concluded by and between SNN and EN in connection with this loan).

We point out that the abovementioned loans were negotiated building on the assumption of a subsequent refinancing through loans concerning the financing of Stage III (FNTP – Construction).

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According to the Support Agreement, as amended by the Addendum, the Budget of the Preliminary Works (LNTP stage) is EUR 350,000,000, plus financing costs and expenses. The loans taken out under paragraphs b) and c) above, together with the loan of EUR 75,000,000 to be granted by EDC and the shareholder loan already granted by SNN, will ensure the resources needed to complete the LNTP stage of the Project, while falling within the aforementioned ceiling.

We wish to emphasize that **Energonuclear S.A. is a project company, with no business operations**, so in order to access any bank financing on market terms, the existence of a guarantee structure is required to mitigate the risk to which the financing parties are exposed. As a result of this, in conjunction with prudent management practices, we consider that a guarantee structure backed by SNN for commercial loans is superior to a Project financing strategy that would focus exclusively on SNN's own financial resources.

3. General matters about the Financing Agreement in an amount of up to USD 75,000,000 from Export Development Canada

The financing agreement (Appendix 1) has the specific EDC format, which follows the OECD Arrangement standards (the global standard applicable to export credit agencies – ECAs). The standard clauses of the agreement have been tailored to the particulars of the transaction, and to the situation and the business and investment plans of EN and SNN; moreover, the commercial terms have been largely aligned with the terms of the syndicated loan arranged by J.P. Morgan SE and the loan granted by US Exim, as indicated at paragraph 2.3, sub-paragraphs 2 and 3 above.
For its negotiation, SNN receive legal assistance from Hunton Andrews Kurth LLP, which provided lawyers specializing in negotiation of financing agreements governed by the NY law.

3.1 Summary of commercial terms

- Amount: up to EUR 75,000,000
- Purpose: Financing the engineering and project management services for the Project "Cernavoda NPP's Units 3 and 4" provided by the exporter – (a) Candu Energy Inc. and (b) AtkinsRéalis Group Inc. or one of its subsidiaries, within the LNTP stage of the EPCM contract
- Maturity Date: By the earliest of:
  a) The date on which the financing for EN's Construction Stage becomes operational, namely when the first drawdown is made (the "financing closing date");
  b) the date on which the loan becomes due and payable in accordance with the financing agreement; and
  c) 30 September 2028.
- Commitment period: By the earliest of:
  a) 31 March 2027;
  b) the date on which the total amount of the loans utilized under the financing agreement reaches the

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maximum level of EUR 75,000,000;

c) the final Maturity Date; and

d) the date on which the amount disbursed from the loan, in whole or in part, is cancelled in accordance with the provisions of the financing agreement;

➢ Interest:	EURIBOR 3M + 2.3% p.a.
➢ Commitment fee:	Commitment fee of 0.69% p.a., applied to the undrawn amount, payable on the interest payment dates;
➢ Administration fee:	EUR 187,500 (0.25% of the borrowed amount), payable within the earliest of 30 days of signing or the first drawdown date;
➢ Principal repayments	In full at Maturity Date
➢ Interest repayments	Every 3 months

Moreover, the financing agreement provides for costs incurred to obtain and perform the loan, related to the lender's legal counsel, the costs of the arranger JP Morgan and of the Processing Agent, these being, as customary in banking practice, financing costs borne by EN, as borrower.

3.2 Presentation essential elements of the financing agreement

a) Law governing the Agreement

The financing agreement is governed by the laws of the State of New York (the New York law).

b) Guarantees

The loan benefits from a 100% guarantee from SNN, thus, within the financing agreement multiple clauses refer to both SNN and EN (impact clauses will be presented in the following lines).

We also mention that in order to guarantee this loan, a guarantee agreement is signed between SNN and EN, the important terms of the Guarantee Agreement from SNN's perspective being as follows:

1. The price paid by EN to SNN for the guarantee is 0.15% per annum of the guarantee value;
2. In case the guarantee is enforced for any amount, this amount will be automatically transformed into a loan from SNN to EN under the same conditions as in the shareholder credit agreement under paragraph 2.3, sub-paragraph 1 above;
3. SNN shall procure the repayment of the loan granted to EN by EDC in case of an event of default.

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c) Applicable interest

The applicable interest rate shall consist of the EURIBOR benchmark index, plus a margin of 2.3% p.a., taking into account the EURIBOR 3M value as at 10 June 2026 (2.386% p.a.), the total interest rate is 4.686% p.a.

This interest rate was aligned with the interest rate applicable to the EUR 80 million loan arranged by J.P. Morgan for EN (6M EURIBOR plus a fixed margin of 2.3%). Moreover, the interest is comparable to that applicable to the EMP-type loan taken out from US Exim (CIRR applicable 5 days before the drawdown date). At this time, the applicable CIRR is 5.09% p.a.

d) Reporting obligations

SNN and EN shall have standard reporting obligations to the financing parties, i.e. submission of their annual budgets and annual, their half-yearly and quarterly financial statements, plus a certificate acknowledging fulfilment of the financial covenants set out under the financing agreement.

e) Financial indicators

SNN must maintain a Group Net Debt Ratio of no more than 6 times the Group EBITDA. This obligation applies until the date on which the financing for the Construction Stage of the Unit 1 Refurbishment Project becomes operational, namely when the first drawdown is made (the "financing closing date").

f) Restrictions

Both SNN and EN shall be subject to certain restrictions specific to financing agreements concluded with export credit agencies. We point out, as a general matter, that all thresholds have been negotiated by SNN and EN with the aim of defining limits as favourable as possible for the companies and for the implementation of their investment projects, as well as with a view to mitigating any potential risks.

Moreover, these have been aligned with the terms of the financing agreements concluded by SNN and EN with the syndicate led by J.P. Morgan SE, as well as with the terms of the EMP contract concluded by EN with US Exim, as referenced at paragraph 2.3 sub-paragraphs 2 and 3 above.

g) Pari Passu

The agreed *Pari Passu* clause shall be the standard clause customary found in financing agreements, whereby SNN is required to procure that its payment obligations under the Financing Agreement rank at least equally (*pari passu*) with all other present and future unsecured and unsubordinated obligations of the company.

h) Change of control event

EN and SNN shall have an obligation to promptly inform EDC if a change of control event has occurred or is about to occur with respect to SNN or EN.

In such cases, EDC may cancel the unused portion of the loan and request early repayment of the loan balance, together with accrued interest and all other amounts due.
For the purposes of this article, a "Change-of-Control Event" occurs if:

- The Romanian State ceases to control SNN;
- The Romanian State, together with SNN, ceases to control EN or holds less than 100% of EN.

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Control is customarily defined as the direct or indirect ownership of (a) more than fifty percent (50%) of the issued share capital (or voting rights) of a company; (b) (i) the right to control the composition of the majority of the board of directors (or voting rights) of a company; or (ii) the power to direct or otherwise determine the management of a company, in each case, whether through the ability to exercise voting rights, by contract, or otherwise.

i) Events of Default

The events of default under the Agreement are typical clauses in financing agreements, with the note that in the case of this Agreement, an event of default shall also be deemed to have occurred if the Group companies are in default under other financing agreements (standard cross-default clause) or if the conditions listed under paragraph e) Financial Indicators above are not met.

4 Proposals submitted for approval by the Extraordinary General Meeting of SNN Shareholders

Considering the clearance/approval powers under paragraph 1 of this Note, **we hereby submit for approval by the Extraordinary General Meeting of the SNN's Shareholders**

- The granting by SNN, as guarantor, in favor of Energonuclear S.A., as borrower, of a guarantee to secure the financing of up to EUR 75,000,000 taken out by Energonuclear S.A. (as borrower) from Export Development Canada (as lender), for the financing the Project "Cernavoda NPP's Units 3 and 4" (the Project), under the terms detailed in this Note;
- The credit agreement in an amount of up to EUR 75,000,000, between Energonuclear S.A., as borrower, SNN, as guarantor, Export Development Canada, as lender, for the financing of the Project "Cernavoda NPP's Units 3 and 4", which agreement is then due to be signed by SNN, as guarantor of the borrower Energonuclear S.A., having substantially the form attached to this Note (Appendix 1);
- The Guarantee Agreement for the abovementioned loan, to be concluded by SNN with Energonuclear S.A., having substantially the form attached to this Note (Appendix 2);
- The authorization of the SNN's Board of Directors to approve, in the name and on behalf of SNN, as guarantor of EN's obligations, any amendments to the abovementioned credit agreement and/or guarantee agreement, as well as all documents required to give effect to the abovementioned financing during their respective performance, save for any amendments concerning the main lending terms: borrowed amount, interest, fees, debt rescheduling, or term;
- The authorization of the Chief Executive Office and the Chief Financial Officer of SNN to sign, in the name and on behalf of SNN: (i) the credit agreement in an amount of up to EUR 75,000,000, between Energonuclear S.A., as borrower, SNN, as guarantor, Export Development Canada, as lender (borrower), for the financing of the Project "Cernavoda NPP's Units 3 and 4"; (ii) the abovementioned guarantee agreement between SNN and Energonuclear S.A.; and (iii) to complete all formalities and to sign all documents needed to give effect to the abovementioned financing, it being understood that the proxies named may sign the said agreements in a form substantially similar to the forms attached to this Note, in the sense that, should further formal amendments be required to be made to the two agreements before their signing, the proxies shall be authorized to accept implementation of such amendments which do not affect the substance of the contractual provisions and do not alter the meaning and purpose of the contractual provisions, but are only formal in nature (correction of wording errors, grammatical mistakes, etc.),
- Authorization of the SNN representative(s) in the Extraordinary General Meeting of the Shareholders

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of Energonuclear S.A. (with the note that the voting authority of the SNN representative(s) in the respective Extraordinary General Meeting of the Shareholders of Energonuclear S.A. shall be signed, in the name and on behalf of SNN, by the Chief Executive Officer of SNN or their lawful substitute) to vote (i) “for”/“in favor” of Energonuclear S.A., as borrower, with SNN as guarantor, he taking out the loan in an amount of up to EUR 75,000,000 from Export Development Canada, as lender, for the financing of the Project “Cernavoda NPP’s Units 3 and 4”; and (ii) “for”/“in favour” of the conclusion, by Energonuclear S.A., as guarantee beneficiary, with SNN, as guarantor, of a guarantee agreement in connection with the establishment of the guarantee for the abovementioned loan of up to EUR 75,000,000; and (iii) “for”/“in favour” of the authorization of the Chief Executive Officer and the Chief Financial Officer of Energonuclear S.A. to sign, in the name and on behalf of Energonuclear S.A., the two abovementioned agreements, in the forms substantially attached to this Note and as previously cleared by the Board of Directors of Energonuclear S.A., the clarification provide at the previous paragraph (regarding the signing of agreements in forms substantially similar to those attached to this Note) being applicable also to this paragraph, and to complete all formalities and to sign all documents needed to give effect to the abovementioned financing;

- Authorization of the SNN representative(s) in the Extraordinary General Meeting of the Shareholders of Energonuclear S.A. (with the note that the voting authority of the SNN representative(s) in the respective Extraordinary General Meeting of the Shareholders of Energonuclear S.A. shall be signed, in the name and on behalf of SNN, by the Chief Executive Officer of SNN or their lawful substitute) to vote “for”/“in favor” of the authorization of the EN’s Board of Directors to approve, in the name and on behalf of EN, as borrower and secured debtor, any amendments to the abovementioned loan agreement and/or the aforementioned guarantee agreement, as well all the documents issued to give effect to the aforementioned financing, during their respective performance, save for any amendments concerning the main lending terms: borrowed amount, interest, fees, debt rescheduling, or term;
- The authorization of the Chief Executive Officer of SNN complete all formalities with the competent Trade Register in connection with the SNN EGMS’s resolution which this Note refers to.

Note: the negotiated draft of the Financing Agreement of EUR 75,000,000, for the financing of the Project “Cernavoda NPP’s Units 3 and 4”, between EN and Export Development Canada, guaranteed by SNN, and the negotiated final draft of the guarantee agreement between SNN and EN, qualify as confidential information from a commercial standpoint and, consequently, shall not be made public and shall only be made available to shareholders under a duly executed Non-Disclosure Agreement, and after having checked their shareholder capacity on the reference date, i.e., 2 July 2026, against the Shareholders’ Register received from Depozitarul Central, in accordance with the provisions of the template Non-Disclosure Agreement published on the SNN website, Investor Relations page, GSM Information, EGMS of 15.07.2026/21.07.2026.

Cleared by,

CEO	**CFO**
Cosmin Ghita	Daniel Adam
Head of Legal and Corporate Governance Directorate	**Specialist Legal Advisor**
Vlad Chiripus	Paul Farca

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Subscribed and paid-up share capital: RON 3,016,438,940.
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