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**ORDINARY GENERAL MEETING OF 12 MAY 2021**

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**ADDITIONAL INFORMATION RELATING TO ITEM No. 9 ON THE AGENDA:**

*9. Approval, in accordance with Article 7:151 of the Companies and Associations Code, of any change of control clause present in any credit agreement or conditions of issue of debt or equity securities agreed by the Company and to carry out the disclosure formalities provided for in Article 7:151 of the Companies and Associations Code.*

For transparency purposes, the company hereby wishes to give more clarity on the credit agreements and other debt instruments referred to in item 9 of the agenda of the of the ordinary shareholders' meeting to be held on 12 May 2021 as from 3.30pm by elaborating on the amounts at stake and the change of control mechanism included in said credit agreements and other debt instruments.

As a reminder, item 9 on the agenda reads as follows:

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*Approval, in accordance with Article 7:151 of the Companies and Associations Code, of any change of control clause present in any credit agreement or conditions of issue of debt or equity securities agreed by the Company and to carry out the disclosure formalities provided for in Article 7:151 of the Companies and Associations Code. Proposal to approve and, as far as necessary, ratify in accordance with article 7:151 of the Companies and Associations Code, all provisions of the following credit agreements that stipulate a possible early repayment in case of a change of control over the company:*

- *Extension of a syndicated loan agreement of 11 May 2020 with ABN AMRO*
- *Split and extension of a credit agreement of 9 June 2020 with KBC BANK*
- *Early refinancing of 2 October 2020 with BELFIUS BANK*
- *Issue of a bond on 2 December 2020*
- *Credit agreement of 18 December 2020 with BECM*
- *Credit agreement of 2 February 2021 and 15 March 2021 with KBC BANK*

- Credit agreement of 12 February 2021 with SOCIETE GENERALE

- Credit agreement of 15 February 2021 with ABN AMRO

*Proposal to approve and, to the extent necessary, ratify in accordance with Article 7:151 of the Companies and Associations Code, all provisions of the credit agreements entered into between the convening of the ordinary shareholders' meeting and the holding thereof (and which will be set out at the meeting, if applicable) which stipulate a possible early repayment in the event of a change of control over the company.*

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The change of control mechanism contained in the aforementioned credit agreements and other debt instruments might be described as follows:

- Early refinancing of 2 October 2020 with BELFIUS BANK for EUR 30,000,000

In accordance with Article 7:151 of the Companies and Associations Code, proposal to approve and, as far as necessary, ratify the provisions of clause 14.1 of the credit agreement concluded on 2 October 2020 between the Company and Belfius Bank. Under this clause, in the event of acquisition of control over the Company by a person or group of persons acting in concert, Belfius Bank may refuse to release funds and could, without prior notice, cancel its commitments and declare all loans immediately owed and payable.

- Issue of a bond on 2 December 2020 for an amount of EUR 500,000,000 (it is hereby clarified that, contrary to what is stated in the agenda, this issuance has taken the form of a "straight" bond and not a "convertible" bond)

In accordance with article 7:151 of the Belgian Code of Companies and Associations, proposal to approve and, as far as necessary, ratify the "change of control" clause applicable to the bond issue completed on 2 December 2020 in the form of a public placement with a maturity of 10 years for an aggregate amount of EUR 500,000,000. Pursuant to this clause, in the event of an acquisition, following a public takeover bid, by a person or a group of persons acting in concert, of more than 50% of the shares with voting rights issued by the Company and if, within 120 days commencing on the date on which this change of control is made public for the first time, the rating assigned to the Company is suppressed or lowered by a rating agency such that it is no longer Investment Grade ("good quality"), the noteholders would have the right to require the prepayment of their notes at the principal amount (together with any accrued interest).

- Credit agreement of 18 December 2020 with BECM for an amount of EUR 80,000,000

In accordance with article 7:151 of the Belgian Code of Companies and Associations, proposal to approve and, as far as necessary, ratify the provisions of clause 7.2 of the credit agreement for EUR 80,000,000 concluded on 18 December 2020 between the Company and BECM (Banque Européenne Crédit Mutuel). Pursuant to this clause, in the event of acquisition of control over the Company by a person or group of persons acting in concert, an event of which the Company should immediately inform the bank, should BECM determine (on reasonable grounds, to be communicated to the Company) that this change could have a significant negative effect on the agreement, BECM may refuse to release funds and could, with minimum ten working days' notice, cancel its commitments and declare all loans – including the accrued interests and all accounted amounts pursuant the convention – which are immediately owed and payable. The term "control" means the direct or indirect ownership of over 50% of the voting rights of the Company, and the terms "acting in concert" means a group of persons who, pursuant to an agreement or understanding, actively co-operate, through the acquisition by any of them, either directly or indirectly, of shares in the Company, to obtain or consolidate control of the Company.

- Credit agreement of 12 February 2021 with SOCIETE GENERALE for an amount of EUR 50,000,000

In accordance with article 7:151 of the Belgian Code of Companies and Associations, proposal to approve and, as far as necessary, ratify the provisions of clause 7.2 of the credit agreement for EUR 50,000,000 concluded on 12 February 2021 between the Company and SOCIETE GENERALE. Under this clause, in the event of acquisition of control over the Company by a person or group of persons acting in concert, an event of which the Company should immediately inform the bank, SOCIETE GENERALE shall not be obliged to fund an utilization (except for a rollover loan) and could, if requested, with minimum fifteen working days' notice, cancel its commitments and declare all loans – including the accrued interests and all accounted amounts pursuant the convention – which are immediately owed and payable. The term "control" means either (i) the direct or indirect ownership of over 50% of the voting rights of the Company, (ii) the power to cast, or control the casting of, over 50% of the maximum number of votes that might be cast at a general meeting of the Company, (iii) the ability to appoint or remove all, or the majority, of the directors or other equivalent officers of the Company, (iv) the power to give directions with respect to the operating and financial policies of the Company which the directors or other equivalent officers of the Company are obliged to comply with, and the terms "acting in concert" means a group of persons who, pursuant to an agreement or understanding, actively co-operate, through the acquisition by any of them, either directly or indirectly, of shares in the Company, to obtain or consolidate control of the Company.

- Credit agreement of 15 February 2021 with ABN AMRO for an amount of EUR 100,000,000

In accordance with article 556 of the Belgian Code of Companies and Associations, proposal to approve and, as far as necessary, ratify the provisions of clause 7.2 of the credit agreement for EUR 100,000,000 (originally concluded for EUR 50,000,000) concluded on 15 February 2021 between the Company and ABN AMRO. Under this clause, in the event of acquisition of control over the Company by a person or group of persons acting in concert, an event of which the Company should immediately inform the bank, ABN AMRO shall not be obliged to fund an utilization (except for a rollover loan) and could, if requested, with minimum fifteen working days' notice, cancel its commitments and declare all loans – including the accrued interests and all accounted amounts pursuant the convention – which are immediately owed and payable. The term "control" means either (i) the direct or indirect ownership of over 50% of the voting rights of the Company, (ii) the power to cast, or control the casting of, over 50% of the maximum number of votes that might be cast at a general meeting of the Company, (iii) the ability to appoint or remove all, or the majority, of the directors or other equivalent officers of the Company, (iv) the power to give directions with respect to the operating and financial policies of the Company which the directors or other equivalent officers of the Company are obliged to comply with, and the terms "acting in concert" means a group of persons who, pursuant to an agreement or understanding, actively co-operate, through the acquisition by any of them, either directly or indirectly, of shares in the Company, to obtain or consolidate control of the Company.

The credit agreements and extensions mentioned below were included on item 9 of the agenda while they do not contain a change of control mechanism subject to a mandatory approval by the general meeting of the Company.

- Extension of a syndicated loan agreement of 11 May 2020 with ABN AMRO, JP Morgan, SMBC, Barclays and BNP Paribas Fortis for an increase of EUR 28,000,000
- Split and extension of a credit agreement of 9 June 2020 with KBC BANK for EUR 38,000,000
- Credit agreement of 2 February 2021 and 15 March 2021 with KBC BANK for EUR 40,000,000

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Further to the agenda published on the company's website April 9, 2021 and the additional information notice published on the company's website on April 23, 2021, the company hereby wishes to make an update on item 9 on the agenda of the general meeting of the shareholders of 12 May 2021.

As a reminder, item 9 on the agenda includes a "Proposal to approve and, to the extent necessary, ratify in accordance with Article 7:151 of the Companies and Associations Code, all provisions of the credit agreements entered into between the convening of the ordinary shareholders' meeting and the holding thereof (and which will be set out at the meeting, if applicable) which stipulate a possible early repayment in the event of a change of control over the company."

Pursuant to this proposal, the company brings to the attention of the shareholders that, on May 5, 2021, it entered into a facility agreement with SOCIETE GENERALE and BNP Paribas Fortis for an amount of EUR 500,000,000.

In accordance with clause 7:151 of the Belgian Code of Companies and Associations, it is proposed to approve and, as far as necessary, ratify the provisions of clause 7.2 of the facility agreement for EUR 500,000,000 concluded on 5 May 2021 between the Company (as borrower) and Société Générale and BNP Paribas Fortis (as lenders). Under this clause, in the event of acquisition of control over the Company by a person or group of persons acting in concert, an event of which the Company should immediately inform the banks, the banks shall not be obliged to fund an utilization and could, if requested, with minimum fifteen working days' notice, cancel its available commitments and declare all loans – including the accrued interests and all accounted amounts pursuant the agreement – which are immediately due and payable.

The term "control" means either (i) the direct or indirect ownership of over 50% of the voting rights of the Company, (ii) the power to cast, or control the casting of, over 50% of the maximum number of votes that might be cast at a general meeting of the Company, (iii) the ability to appoint or remove all, or the majority, of the directors or other equivalent officers of the Company, (iv) the power to give directions with respect to the operating and financial policies of the Company which the directors or other equivalent officers of the Company are obliged to comply with. The terms "acting in concert" means a group of persons who, pursuant to an agreement or understanding, actively co-operate, through the acquisition by any of them, either directly or indirectly, of shares in the Company, to obtain or consolidate control of the Company.