JOINT LETTER OF INTENT

PARTIES:

1. **The State of the Netherlands**, represented by the Minister of Climate Policy and Green Growth and the State Secretary for Public Transportation and the Environment, and for administrative matters (*bestuursrechtelijke aangelegenheden*) the Minister of Climate Policy and Green Growth and the State Secretary for Public Transport and the Environment each in their capacity as administrative body (*bestuursorgaan*), hereafter also referred to as: the "**State**";

2. **The Province of Gelderland**, as represented by Provincial Executive Mrs. J.E.M. Mol, hereafter also referred to as: the "**Province of Gelderland**";

3. **The Province of Groningen**, as represented by the King's Commissioner of the Province of Groningen, Mr. F.J. Paas, and for administrative matters (*bestuursrechtelijke aangelegenheden*) the Provincial Executives of the Province of Groningen, in their capacity of administrative body (bestuursorgaan), represented by Mr. P. Roemers, hereafter also referred to as: the "**Province of Groningen**";

4. **The Province of Limburg**, as represented by Provincial Executive Mr. M. van Caldenberg, hereafter also referred to as: the "**Province of Limburg**";

5. **The Province of Noord-Brabant**, as represented by Provincial Executive, Mrs. A.M.W. Dirken, hereafter also referred to as: the "**Province of Noord-Brabant**";

6. **The Province of Overijssel**, as represented by Provincial Executive, Mr. E.N.W. Hoogland, hereafter also referred to as: the "**Province of Overijssel**";

7. **Coöperatie Koninklijke Cosun U.A.**, with its registered office in Breda and its office address at 15 Van de Reijtstraat, 4814NE, in Breda, represented by its CEO Mr. H.J.M. Meeuwis and its CFO Mrs. M.H.A. Philipsen, hereafter also referred to as: "**Cooperative Cosun**";

8. **Aviko B.V.**, with its registered office in Steenderen and its office address at 28 Dr. Ariënsstraat, 7221 CD, Steenderen, represented by its CEO Mr. M.G.C.N. van Delst, hereafter also referred to as: "**Aviko**";

9. **Rixona B.V.**, with its registered office in Venray (Oostrum) and its office address at 6 Witte Venneweg, 5807 EJ, Oostrum, represented by its Managing Director Mr. M.G.C.N. van Delst, hereafter also referred to as: "**Rixona**";

And

10. **Sensus B.V.**, with its registered office in Roosendaal and its office address at 15 Oostelijke Havendijk, 4704 RA, Roosendaal, represented by its CEO (a.i.) Mr. H. Holtus, hereafter also referred to as: "**Sensus**";

Parties 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 hereafter individually referred to as: "**Party**" and jointly also referred to as: "**Parties**".

Parties 2, 3, 4, 5 and 6 hereafter jointly referred to as: the "**Provinces**" except when otherwise stated in the same article.

Parties 7, 8, 9 and 10 hereafter jointly referred to as: "**Cosun**" except when otherwise stated in the same article.

GENERAL CONSIDERATIONS

Legal and policy framework for CO_2 reduction

1. Parties acknowledge that additional efforts for reduction of Greenhouse Gas Emissions are required to achieve the goals of the Paris Agreement, the European Climate Law, and the Dutch Climate Law (*Klimaatwet*);
2. The tailor-made approach was introduced in the previous Government Program (dated 15 December 2021 and referred to as the '*Coalitieakkoord*') as one of the instruments, in order to increase the national CO_2 reduction targets to at least 55% in 2030, whilst aiming for 60% CO_2 reduction in 2030 and for climate neutrality in 2050 and for the establishment of a green economy that is climate neutral, fossil free and circular. Under the current Government Program (dated 16 May 2024 and referred to as the '*Hoofdlijnenakkoord*'), the tailor-made approach will be continued;
3. As laid down in the letter informing parliament about the additional climate policies (*Kamerbrief Voorjaarsbesluitvorming Klimaat - Kamerstukken II, 2023/24, 32813, nr. 1230,* dated 26 April 2023), the proposed target is to reduce CO_2-emissions from the industry to a maximum of 29.6 million tons (hereafter: "**Mton**") in 2030. This target has been adjusted to 29.1 Mton with the '*Augustusbesluitvorming*' (*Kamerbrief Kabinetsaanpak Klimaatbeleid - Kamerstukken II, 2023/24, 32813 nr. 1291,* dated 19 September 2023);
4. On 14 July 2023, the former Minister of Economic Affairs and Climate Policy presented a national roadmap[2] (*Routekaart verduurzaming industrie 1.0*) to accelerate the transition in the Dutch industry towards a climate neutral, fossil free and circular economy;
5. Parties acknowledge that their mutual cooperation will take place in the context of the developing policy around accelerating the transition of the industry and within the context of Cosun's Strategic Plan, as outlined in the Specific Considerations below;
6. The State aims to facilitate the climate transition of the industry in the Netherlands with, amongst other instruments, a tailor-made approach, initially for the 10-20 largest industrial emitters. In order to reach the additional CO_2-reduction of 0.5 Mton as set in the *Augustusbesluitvorming* (see above), the tailor-made approach has been extended by gauging interest of the nrs. 21 to 30 industrial emitters, on the condition that they can achieve at least 0.1 Mton additional CO_2 reduction (*Kamerbrief Voortgang Maatwerkafspraken - Kamerstukken* II, 2023/24, 32816, nr. 203, dated 18 March 2024);
7. The aim of the tailor-made approach is to support these companies, based on mutual efforts, in achieving additional and accelerated CO_2 reduction and having a sustainable future in the Netherlands, and where possible, contribute to meeting other sustainability goals in the Netherlands, also in the long term; and
8. When needed, the State, as stipulated in the Dutch Climate Policy Program, intends to support amongst others Cosun in its endeavours to contribute to additional CO_2 reduction, while considering European principles regarding state aid and a level playing field on the internal market. In doing so, the State aims for a level playing field both within Europe and globally.

Environmental impact

9. Parties acknowledge that the Dutch Government aims to decrease Reactive Nitrogen Emissions in the Netherlands (particularly nitrogen oxides and ammonia) in order to reduce the deposition thereof in Dutch Natura 2000 nature areas, and that each sector, including the industrial sector, is expected to contribute fairly to the necessary reduction of Reactive Nitrogen Emissions. The letter to parliament regarding nitrogen[1] explains the policy framework;
10. Parties recognize the aim, in line with the European Zero Pollution Ambition, to progressively reduce air-, water- and soil contamination to levels that are no longer harmful to general health and natural ecosystems by 2050, thereby taking into account the limits of planet earth with the aim of realizing a toxin-free environment. The Government has formulated emission reduction and health gain ambitions in several policy acts to this end;
11. Parties recognize the State policy that includes the legal obligation to prevent and minimize emissions of persistent pollutants and pollutants of high concern – in Dutch referred to as '*zeer zorgwekkende stoffen*' (ZZS) and inform the authorities, on achieved reduction and next steps to further reduce emissions, every five years;
12. Cosun utilizes ground and potable water at several locations and is exploring ways to increase its water utilization efficiency and/or ways to reduce or at least limit the intake of ground and potable water by 20% at their locations within the scope of this JLoI in 2030 compared to 2020. Parties acknowledge that the availability of water, is increasingly becoming a topic of societal importance;
13. Parties acknowledge that the use of biomass is essential in the transition to a climate-neutral and circular economy. In line with the Integrated Biomass Sustainability Framework (*Duurzaamheidskader Biogrondstoffen*), only sustainable biomass can contribute to this transition, and sustainable biomass must ultimately be used for the highest-value applications possible. Therefore, the government aims to gradually limit fuels from biotic sources, such as green gas, to those applications where carbon-free alternatives are difficult to achieve or not feasible, such as feedstock for the chemical industry.

Infrastructure and renewable electricity

14. Parties acknowledge that timely realisation of energy-infrastructure (e.g. related to the transport of biogas, green gas and electricity) and guaranteed availability of sufficient renewable electricity is in their joint interest and crucial for the success of the industrial decarbonisation projects foreseen by Cosun.

Engagement and stakeholder management with the local communities

15. Cosun pursues an open dialogue with its stakeholders, civil society, local communities, local and regional authorities and the State, and aims for optimal transparency regarding its transition plans and the associated environmental risks;
16. Parties acknowledge that Cosun's Projects for CO_2 reduction and reduced impact on the local environment take place in an evolving local context. Parties intend to take stock of the relevant developments in the direct environment (proximity) of the Sites. Parties intend to find ways forward, when needed and within each Party's purview, to promote that Cosun's operations develop in harmony with its direct environment.

[1] Kamerbrief *Stand van zaken stikstof en landelijk gebied*, d.d. 15 juli 2022.

Tailor-Made Approach Sustainable Industry (*Maatwerkaanpak Verduurzaming Industrie*)

17. With the tailor-made approach the State intends to structure the discussions with the largest industrial emitters along the following lines:
    i. First, discussions will be held to see whether parties can come to an expression of principles ("**EoP**"), in which they express their intention to further discuss the possibilities of reducing additional CO_2 emissions and reduction of impact on the local environment by the respective companies and the possibilities for the State to assist therewith;
    ii. Second, if an EoP appears to be a good basis for further discussions, parties intend to continue discussions with the aim to define the specific measures to be taken and agreeing on those in a draft joint letter of intent ("**JLoI**");
    iii. Third, the draft JLoI will be submitted to the advisory committee Maatwerkafspraken Verduurzaming Industrie for an expert advice to the Minister of Climate Policy and Green Growth with respect to, among others feasibility, cost-effectiveness and level of ambition;
    iv. Finally, if a final JLoI has been agreed upon and signed, parties intend to implement and elaborate on their agreements in binding tailor-made agreements.

SPECIFIC CONSIDERATIONS

Introduction Cosun

18. Cooperative Cosun is a leading international agricultural cooperative. The cooperative was founded over 125 years ago and is owned by its 8,100 members, of whom nearly all are Dutch sugar beet growers. Cosun develops and produces food products, food ingredients, animal feed, biogas and green gas. Cosun had an annual turnover of EUR 3.4 billion in 2024, of which EUR 1.0 billion in the Netherlands;
19. Regarding Cosun's operations in the Netherlands, the following business groups are relevant for the tailor-made approach: Cosun Beet Company ("**CBC**"), Aviko with its subsidiary Rixona, Sensus and Duynie;
    i. CBC is a leading European sugar beet processer, producing sugar and sugar specialties (e.g. icing sugar or sugar syrups) for retail and industrial clients. In addition, the company also produces animal feed, molasses, lime fertilizer, biogas and green gas. CBC's main production facilities in The Netherlands, both subject to the Dutch CO_2 Levy, are situated in Dinteloord (Noord-Brabant) and Vierverlaten (Groningen). In the year 2020, CBC's CO_2 emissions were 228 kilotons ("**kton**"). Cosun's ambitions, plans and efforts regarding CBC's activities are realised by Cooperative Cosun;
    ii. Aviko is globally active and one of Europe's largest potato processors, specialising in frozen and fresh potato products for retail and food services. Aviko's main production facility in The Netherlands subject to the Dutch CO_2 Levy is situated in Steenderen (Gelderland). In the year 2020, the CO_2-emissions of the Steenderen Site were 57 kton. Aviko has another production facility in Lomm (Limburg), which is not subject to the Dutch CO_2 Levy. Cosun's ambitions, plans and efforts regarding Aviko's activities are realised by Aviko;
    iii. Aviko Rixona specializes in dehydrated potato products. Its production facilities are located in Oostrum (Venray, Limburg) and Warffum (Groningen). In the year 2020, the CO_2- emissions of the Aviko Rixona Venray Site, which is subject to the Dutch CO_2 Levy, were 40 kton. The Warffum location is not subject to the Dutch CO_2 Levy. Cosun's ambitions, plans and efforts regarding Rixona's activities are realised by Rixona;

iv. Sensus is a chicory root processor and produces food ingredients, such as inulin and oligofructose, exporting its products world-wide. The ingredients are used in bread, dairy products, baby formula, breakfast cereals, as well as nutritional supplements and bars. Sensus has two production facilities in The Netherlands which are situated in Zwolle (Overijssel) and Roosendaal (Noord-Brabant). In the year 2020, CO_2 emissions of the Sensus Sites were 28 kton. Cosun's ambitions, plans and efforts regarding Sensus' activities are realised by Sensus;
v. Duynie is a leading processor of biomass from the agrifood, beverage and biofuels industry. Duynie markets its materials in the food, animal feed, pet food, technical industrial products and bio-energy industry. Duynie contributes to CO_2 emission reduction of its customers. Duynie has multiple production locations in The Netherlands (e.g. Nijmegen, Cuijk) but does not have production locations subject to the Dutch CO_2 Levy[2].

20. Cosun's principal office and legal seat are based in The Netherlands, as are a large part of its research and development activities, such as the Corporate Innovation Center in Dinteloord. Cosun intends to maintain and develop its current production assets in The Netherlands;
21. Cosun is important for the national economy and several regional economies, amongst others, for the following reasons:
    i. Cosun provides direct employment for approximately 4,500 people, of which approximately 2,500 reside in the Netherlands[3];
    ii. Cosun processed 11.4 Mton of agricultural crops and biomass in 2023, of which 7.3 Mton were Dutch sugar beets[4];
    iii. CBC processes 100% of the sugar beet output in The Netherlands (7.3 Mton in 2022) with approximately 8,100 farmers supplying the two production sites in Vierverlaten and Dinteloord. Sugar beets are grown on 80,000 hectares of land in The Netherlands, which accounts for approximately 15% of the Dutch open field agricultural area. Sugar beet farmers and Cosun are mutually dependent, as evidenced by the cooperative ownership;
    iv. Aviko is another important part of Cosun with a large market share in The Netherlands and is a big exporter of potato products. Potatoes for Aviko are grown on 20.000 hectares of land in The Netherlands. Aviko hence is a large job provider in rural regions of The Netherlands;
    v. Cosun aims to become a leading developer and producer of plant-based proteins, based on new crops (such as '*veldboon*'), innovative fermentation technologies, and residue streams from their own- and third-party food industry operations in The Netherlands and elsewhere in Europe, contributing to the Dutch protein transition strategy ('*Nationale Eiwitstrategie*'). Cosun participates actively in the national program. As a first step, Duynie has realized a demo plant for residue-based food grade proteins located in Nijmegen and considers to co-invest in new assets in The Netherlands.

<u>Cosun's policy regarding CO_2 reduction & sustainable and circular production processes</u>

22. As part of its Strategic Plan, UNLOCK 30, Cosun aims to reduce 45% of its global scope 1 and 2 CO_2 emissions, compared to 2021 emission levels, in 2030. Part of UNLOCK 30 involves increasing global revenue from sustainable or health-promoting ingredients by 30%. By 2050 Cosun aims to reach 'net zero' emissions of greenhouse gases.
23. With support of the tailor-made approach, Cosun intends to increase and accelerate its CO_2 reduction ambition in the Netherlands, by realizing a 70% reduction of CO_2 emissions in 2030 when compared to 2020 emissions for its Dutch Sites. Thereby

[2] From this perspective the signature placed by the Cosun Cooperation is sufficient to cover the intentions included in this JLoI for the projects related to Duynie.
[3] Annual report (p.92)
[4] Cosun annual report and Wageningen University: agrimatie.nl/ThemaResultaat.aspx?subpubID=2232&themaID=3577&indicatorID=3591&sectorID=7539

contributing to achieving the national CO_2 reduction targets, as laid down in the Dutch Climate Law and the Climate Policy Programme;

24. Cosun considers dual use of its biomass, for feed, food and non-food applications and for green energy, as an essential transition lever in achieving its (and the broader societal) sustainability goals. To this end, renewable energy, such as green gas is produced by Cosun from biomass and wastewater. Cosun is one of the largest Dutch biogas and green gas producers;
25. Next to CO_2 reduction, Cosun recognizes its responsibility to:
    i. Significantly reduce its active nitrogen emissions (NO_x and NH_3);
    ii. Improve the efficiency of ground and tap water usage in its operations. As a result of such efforts, CBC has – for example – not used any ground water since 2012[5];
    iii. Secure its future 'licences-to-operate';
    iv. Co-develop and market new food products and ingredients that have a lower carbon and water footprint;
    v. Develop and valorise (circular) biomass in food, feed, technical product and renewable energy markets as an integral part of its Strategic Plan; and
    vi. Provide its farmers with a fair income that also enables them to transform their farms towards future proof agricultural practices.
26. Cosun operates in an international context and wishes to highlight the importance of stability of climate related policies, legislation and level playing field conditions with surrounding countries. Level playing conditions with surrounding countries are essential to secure a competitive future proof position for Cosun. It is for Cosun of eminent importance that the transition towards a more sustainable footprint in the Netherlands goes hand in hand with a decent return of capital.

Financials

27. Parties acknowledge that investment in the technologies required to achieve sustainability targets carry a significant market risk, as the development of operational costs such as grid tariffs, as well as gas, electricity and CO_2 emission prices (influenced by the emission trading schemes and carbon taxation), largely drives the project returns, are challenging to predict and significantly influenced by geopolitical developments and governmental policies. For Cosun a balance between above mentioned elements is important to come to a positive investment decision for each Project.
28. For some of its Projects, it is not economically viable for Cosun to significantly invest to accelerate its climate ambitions before 2030 without additional State support as a result of the tailor-made approach. Availability of generic financial support could be a key factor to accelerate the climate ambitions;
29. Parties acknowledge that business cases require efforts to make them futureproof in in light of what is outlined under Specific Consideration 26.

Documentation signed by the Parties and the path to tailor-made agreements

30. On the 10th of October 2024, the Minister of Climate Policy and Green Growth, the State Secretary of Infrastructure and Water Management – Public transportation and environment, the Provincial Executives of the Dutch Provinces of Noord-Brabant, Overijssel and Gelderland (*Gedeputeerde Staten*) and Coöperatie Koninklijke Cosun U.A. signed an EoP (Annex I) as defined in article 1 of this JLoI, in which they have outlined the plans to collaborate in reducing Cosun's CO_2 emissions and environmental impact in the Netherlands. On the 19th of November 2024, the Provincial Executives of the Dutch Province of Groningen signed a letter of support regarding the EoP;

[5] https://www.cosunbeetcompany.nl/duurzaamheid/milieuenmaatschappij

31. Parties acknowledge that the Projects mentioned in this JLoI do not completely reflect all of Cosun's ambitions, as in the EoP additional initiatives are described in relation to sustainable logistics. Cosun continues to work on those ambitions outside of the scope of the tailor-made agreements;
32. Parties have agreed to conclude this JLoI, with a more refined scope than the EoP, in accordance with the terms and conditions set out below;
33. For the purpose of coming to the tailor-made agreements, Cosun reiterates the importance of identifying and discussing with the State risks for the execution of the Projects caused by specific circumstances and uncertainties as outlined under Specific Consideration 26 and 27. Cosun emphasizes the importance of including, where reasonably possible, provisions in the tailor-made agreements for the purpose of mitigating such risks, in any case including a force majeure (*overmacht*) provision.

PARTIES HAVE AGREED AS FOLLOWS:

Article 1 - Definitions

1. The following terms, if capitalized as indicated, shall have the following meanings:
   a. **Advisory Committee**: the advisory committee (*Maatwerkafspraken Verduurzaming Industrie*) as mentioned in the letter informing parliament on the progress of the tailor-made approach dated 27 February 2023[6];
   b. **Climate Neutrality**: net-zero Greenhouse gas emissions in scope 1 and 2 (as applicable) in CO_2 equivalent terms;
   c. **CO_2**: all Greenhouse gases, in CO_2 equivalent terms, unless stated otherwise;
   d. **Dutch Climate Law**: the law enacted on 2 March 2022 (*Klimaatwet)*;
   e. **Dutch Climate Policy Programme:** the governmental policy programme (*Beleidsprogramma Klimaat)* dated 2 June 2022 on the main features of the climate policy until 2030 aimed at the realisation of the objectives of the Dutch Climate Law;
   f. **Dutch CO_2 Levy:** the national levy on industrial CO_2 emissions, governed by the *'Wet Belastingen op Milieugrond 'slag'* chapter VIB;
   g. **EoP**: the Expression of Principles that was signed on the 10th of October 2024 by the Minister of Climate Policy and Green Growth, the State Secretary of Infrastructure and Water Management – Public transportation and environment, the Provincial Executives of the Dutch Provinces of Noord-Brabant, Overijssel and Gelderland (*Gedeputeerde Staten*) and Coöperatie Koninklijke Cosun U.A.;
   h. **Government Program**: the plans of the sitting cabinet of the Netherlands;
   i. **Greenhouse Gas**: gases listed in Annex II to Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emission allowance trading within the European Union;
   j. **Industrial Emissions Directive**: Directive 2010/75/EU of the European Parliament and the Council on industrial emissions;
   k. **JLoI**: this Joint Letter of Intent;
   l. **MVR**: Mechanical Vapour Recompression – an open heat pump system whereby electricity is used to transfer heat from a low temperature source to a part of the production process that has a demand for higher temperature;
   m. **NEa:** the Dutch Emissions authority (*Nederlandse Emissieautoriteit*);
   n. **Parties**: the Parties to this joint letter of intent;
   o. **Permits**: any permits, licenses, exemptions, consents or other formal authorisations that Cosun requires from the State, (local) governmental organisation(s) or other competent authority for the realisation of the Projects.
   p. **Projects**: the Projects listed and described in articles 6A, 6B, 6C, 6D, 6E and 6F;
   q. **Reactive Nitrogen Emissions**: refers to all forms of nitrogen emitted except for molecular nitrogen (in particular ammonia and nitrous oxides);
   r. **Site(s)**: Cosun location(s) that have CO_2 emissions subject to the Dutch CO_2 Levy.

[6] Kamerbrief *Voortgang Maatwerkafspraken*, d.d. 27 February 2023, Tweede Kamer, vergaderjaar 2022–2023, 29 826, nr. 173

Article 2 – Path to final JLoI and tailor-made agreements

1. Parties agree that this JLoI is concluded in two phases as described in this JLoI.
2. In Phase I, the JLoI is drawn up in draft form (concept). In Phase I, the State will conduct a review regarding the Projects as mentioned in this JLoI. If determined by the State, a second opinion can be performed on any of these points after signing the JLoI and before signing the tailor-made agreements. The draft JLoI is subsequently submitted to the Advisory Committee.
3. The Advisory Committee will render a non-binding advice to the Minister of Climate Policy and Green Growth with respect to among others feasibility, cost-effectiveness and level of ambition of the intended tailor-made agreements.
4. The Advisory Committee may further advise the Minister of Climate Policy and Green Growth on her request.
5. In Phase II – after receipt of the advice of the Advisory Committee – the Minister of Climate Policy and Green Growth, together with the State Secretary of Public Transportation and Environment, will conclude whether or not the JLoI will be finalized and signed.
6. After the advice of the Advisory Committee:
   a. the JLoI is finalized and signed by all Parties; or
   b. Parties resume the negotiations and amend the JLoI, after which the JLoI is signed by all Parties; or
   c. (one of) the Parties terminate(s) the negotiations about the JLoI.
7. Parties acknowledge that until the JLoI is duly signed, the JLoI is neither concluded nor binding and Parties are entitled to terminate the negotiations at any time for any reason, in which case the terminating Party is not liable for any damages or compensation of costs towards (any of) the other Parties.
8. Parties acknowledge that any support of the State shall always be subject to the condition of compliance with the applicable state aid framework and, if necessary, approval of the European Commission (EC).
9. After agreeing and signing the JLoI, Parties will continue their discussions and intend to reach agreement on the final tailor-made agreements for the Projects by 31st of December 2026 at the latest, or such later date as agreed between the State and Cosun. If no agreement has been reached on the 31st of December 2026, or such later date as agreed between the State and Cosun, each Party may terminate the JLoI.
10. For Projects contributing to the objective stated in article 3.1.a (CO_2 reduction objective), a maximum of one tailor-made agreement will be signed per Site.
11. After agreeing and signing the JLoI, the signed JLoI and the advice of the Advisory Committee will be made public by the State.

Article 3 – Aim of the Joint Letter of Intent

1. The primary aim of this JLoI is to come to tailor-made agreement(s) to be entered into between the Parties in respect of the Projects, thereby aiming to achieve the following objectives:
   a. Reduce Cosun's annual CO_2 emissions subject to the Dutch CO_2 Levy with a minimum of 230 kton CO_2 reduction in the year 2030 relative to the emissions in the year 2020, of which a reduction of a minimum of 100 kton is in addition to the expected reduction of 130 kton achieved through the Dutch CO_2 Levy in 2030. The contribution of each Cosun Site to this objective is specified in article 6.1. Article 6.1.b describes principles for calculating the additional CO_2-reduction.
      i. Cosun is expected to reduce its CO_2 emissions that are not subject to the Dutch CO_2 Levy by 30 kton. Cosun's scope 1 CO_2 emissions in The Netherlands are therefore expected to be reduced by 260 kton in total in 2030 relative to the emissions in the year 2020.

b. Reduce Cosun's (local) environmental impact in the Netherlands, with a focus on reducing Reactive Nitrogen Emissions and associated odour production, as well as improving ground and potable water efficiency and water usage, thereby contributing to Cosun's Sites operating in harmony with the (local) environment, specifically:
   i. At CBC Site Vierverlaten: reduce NO_x emissions by a minimum of 40% and NH_3 emissions with a minimum of 80% in 2030 when compared to 2020. As an added benefit, the odour load will be reduced. Cosun will adhere to relevant and applicable Provincial odour policy.
   ii. At CBC Site Dinteloord: reduce NO_x emissions by a minimum of 10% in 2030 compared to 2020 emission levels and reduce NH_3 emissions with a minimum of 80% in 2030 when compared to 2020. Cosun will adhere to relevant and applicable Provincial odour policy.
   iii. At Aviko Steenderen: reduce NO_x emissions by a minimum of 30% in 2030, compared to 2020 and increase water utilization efficiency by a minimum of 25% per ton of produced product and/or reduce water usage by 20% in 2030 relative to 2020.
   iv. At Aviko Rixona Venray: reduce NO_x emissions by a minimum of 40% in 2030, compared to 2020.
   v. At Sensus Zwolle: reduce NO_x emissions by a minimum of 30% in 2030, compared to 2020.
   vi. At Sensus Roosendaal: reduce NO_x emissions by a minimum of 40% in 2030, compared to 2020.
   vii. All aforementioned NO_x emission reductions are an added benefit of the CO_2 emission reduction Projects. All NO_x and NH_3 emission reductions in 2030 are determined by comparison with the emissions in 2020 as reported in the annual electronic environmental reporting system (e-MJV), or on other reporting systems if no e-MJV exists for certain sites, if considered valid by the Parties[7].

2. Annex II describes a number of other environmental objectives that apply to all Projects.
3. Without prejudice to the aim mentioned in 3.1.a, Parties acknowledge that in the tailor-made agreements:
   a. The agreed CO_2 reduction will be determined for each Site or group of Sites;
   b. Per Site or group of Sites, the Projects that are necessary to achieve the agreed CO_2 reduction will be determined; and
   c. Parties will stipulate the conditions for reaching the required additional CO_2 reduction, taking into consideration the interdependency between the multiple Projects per Site or group of Sites that must be executed to reach the agreed reduction.
4. Parties will discuss which circumstances could be included in the tailor-made agreements as conditions for the execution of the Projects or as relevant circumstances to include in a force majeure provision, as described in the Specific Considerations under 33.

Article 4 – Scope of JLoI and the intended tailor-made agreements

1. The State and Cosun, with the support of the Provinces where the Sites are located, have defined 16 Projects in the Netherlands that contribute to Cosun's article 3 objectives. These Projects form the scope of this JLoI and are described in further detail

[7] If in the future changes are implemented to the reporting (or calculation) method that was used to determine the emissions in the reference year (2020), the effects of such changes in determining the achieved emission reduction will be discussed between the Parties. Parties intend to compare 2020 and 2030 numbers based on seasonal and agricultural conditions in 2020.

in articles 6A (for CBC Vierverlaten, Groningen), 6B (for CBC Dinteloord, Noord-Brabant), 6C (for Aviko Steenderen, Gelderland), 6D (for Aviko Rixona Venray in Oostrum, Limburg), 6E (for Sensus Roosendaal, Noord-Brabant) and 6F (for Sensus Zwolle, Overijssel). A summary of the Project portfolio can be found in Annex III.

2. The efforts of each Party with regard to the Projects are described in articles 7, 8 and 9. If Cosun seeks an effort from the State or Province for a Project, this effort is identified as part of the Project description in articles 6A, 6B, 6C, 6D, 6E and/or 6F.
3. Parties acknowledge that some efforts are specific for a Project, such as covering the uneconomical part of a Project, whereas other efforts aim to progress multiple Projects, such as the efforts related to green gas certification.
4. Parties use reasonable efforts, described in articles 7, 8 and 9 to involve relevant stakeholders when preparing the tailor-made agreement(s). Relevant stakeholders are, without limitation:
   a. Permitting and advisory bodies, such as the *Omgevingsdiensten*, *The Ministry of Infrastructure and Water Management (Rijkswaterstaat)* and the regional Water boards (*Waterschappen)*;
   b. Provinces (including, where deemed appropriate, those neighbouring the Provincial bodies signing this JLoI);
   c. Local communities and municipalities in the vicinity of Cosun's Sites;
   d. Grid operators responsible for the electrical grid connections to Cosun's Sites; and
   e. Other utility companies (e.g. responsible for the gas and water supply).
5. Cosun may, prior to the conclusion of the relevant tailor-made agreement(s), decide to end development of a Project, or a part of a Project, contributing to the objectives in article 3, on the condition that – if needed to achieve these objectives – an alternative project (herein also referred to as Project) is offered to achieve the stated objectives in article 3. In such a case, relevant Parties shall discuss efforts they deem no longer appropriate for Projects ended, and Parties shall discuss efforts they deem appropriate for alternative projects.
6. In order to prevent a "*waterbed effect*", CO_2 dispensation rights under the Dutch CO_2 Levy linked to the intended CO_2 reduction Projects to be realised by Cosun under the tailor-made approach must not be used to compensate a shortage of dispensation rights of any other industrial installation or for any other purpose (except for carry back[8]). Therefore, in the binding tailor-made agreements and/or the relevant subsidy decision(s), Cosun will guarantee (*garandeert*) – with respect to each Cosun industrial installation – that any surplus of CO_2 dispensation rights under the Dutch CO_2 Levy that may result from the tailor-made approach are not used and/or transferred inside or outside Cosun (with exception of use for carry back). Cosun will take all necessary actions to ensure this. An exact calculation (method) will be included in the relevant tailor-made agreement(s) between the State and Cosun.
7. In case of any breach of paragraph 4.6 above, as included in the tailor-made agreement(s) or subsidy decision(s), Cosun shall be in default and shall forfeit to the State without further notice of default a penalty equal to 110% of the amount (as referred to in article 71p under paragraphs 1.a and 2 of the Dutch Environmental Taxes Act – *Wet Belastingen op Milieugrondslag*) for each concerning CO_2 dispensation right, without prejudice to the right of the State to claim any damages suffered as a result of a breach of paragraph 4.6 of this JLoI or to claim performance, in addition to the penalty thus forfeited. The State and Cosun agree that the aforementioned amount is a reasonable penalty amount, in light of the purpose of this provision mentioned in article 4.6. This provision (article 4.6 and 4.7) will be included in each tailor-made agreement between the State and Cosun and/or the relevant subsidy decision(s).

[8] Artikel 71q Wet belastingen op de milieugrondslag

8. To ascertain that the objective stated in article 3.1.a remains fulfilled during the time period in which Projects supported by the State are operational, Cosun will agree to compensate any Scope 1 CO_2 emissions due to the use of natural gas not yet reduced by other means, through the use of green gas certificates obtained by Cosun from its own biogas and/or green gas production – to achieve the CO_2 emission reduction levels for the Site for the time period agreed upon in the binding tailor-made agreement(s). This provision (article 4.8) will be included in each tailor-made agreement between the State and Cosun for Sites where a biogas and/or green gas Project contributes to the decarbonization of that Site.

Article 4A – Other projects

1. Outside the scope of this JLoI, as described in article 4, Parties intend to continue their non-binding support for other projects reducing other CO_2 emissions and/or other environmental impact, notably:
   a. Other projects at CBC, Aviko, Rixona or Sensus that could come into operation before 2030, but are currently in an early development stage and are not required to achieve the objectives stated in article 3. After signing this JLoI, but before signing the tailor-made agreement(s), Parties may agree on efforts for these projects when they contribute to an objective stated in article 3.
   b. Other projects at CBC, Aviko, Rixona or Sensus that reduce Cosun's CO_2 emissions or environmental impact and that are planned to come into operation in 2030 or later.
   c. Other projects at Duynie, a subsidiary of Cosun, which aim to reduce CO_2-emissions subject to the Dutch CO_2 Levy at locations belonging to Cosun's clients or suppliers before 2030.
   d. Cosun intends to make an inventory of each Site, analysing whether it is safe, feasible and preferable to upcycle or recycle (waste- and process) water streams and/or ways to reduce or at least limit the intake of ground and potable water by 20% at their locations within the scope of this JLoI in 2030 compared to 2020. This inventory may lead to the identification of other water projects. If deemed technologically and economically feasible, Parties will determine whether such projects may fall under the scope of the tailor-made agreements in 2026.
   e. When determining the scope for the projects falling under article 4A.d above and when planning any activity that leads to emissions to water, Cosun actively engages with relevant water authorities (for instance *Rijkswaterstaat* or *Waterschappen*), to determine what measures it could take to positively contribute to the goals of the European Water Framework Directive.
2. Some of the other projects are described in Annex IV.

Article 5 – Cosun's Strategic Plan

1. Cosun communicated its renewed 'UNLOCK 30' strategy[9] in Q1 of 2025, updating Cosun's purpose, mission and strategy. The strategy describes Cosun's three strategic pillars, namely: (1) Healthy performance; (2) Focused growth; and (3) A future-proof sustainable (supply) chain, supported by three enabling strategic pillars (4) Innovation & partnerships; (5) Digitalisation; and (6) People & change. The strategy covers Cosun's four business areas: sugar beets, potatoes, plant-based ingredients and circular products.

[9] The complete strategy can be consulted on the company website at: www.cosun.com/about-cosun/our-strategy

2. Within the framework of UNLOCK 30, Cosun has committed to the global Science Based Target Initiative (SBTi) since 2024. Since April 2025 Cosun has SBTi validated near-term targets for Scope-1-2 and Scope-3 FLAG and non-FLAG emissions:

Scope of CO_2 emissions	**Reduction aim in 2030**
Scope 1 and 2 (*direct emissions and energy purchased*)	45% reduction vs. 2021
Scope 3 - FLAG (*Forest, Land and Agricultural chain*)	30% reduction vs. 2022
Scope 3 - non FLAG (*non-agricultural chain*)	25% reduction vs. 2022

Table 1: Cosun's SBTi CO_2 reduction targets

3. Since 2023, it is Cosun's strategy to only purchase renewable electricity for its European production sites. In 2030 the ambition is to have 100% renewable energy for all sites globally.
4. Cosun aims to achieve net-zero emissions in 2050 at the latest for its own CO_2 emissions (scope 1 and 2) and for CO_2 emissions in Cosun's value chain (scope 3), according SBTi guidelines[10].

Article 6 – Cosun's Projects and emission reductions

1. Cosun's portfolio of Projects to reduce its scope 1 CO_2 emissions by 2030 (as outlined in the objectives in article 3.1.a) consists of 16 Projects in the Netherlands, potentially reducing a minimum of 230 kton CO_2 emissions subject to the Dutch CO_2 Levy per annum, by the year 2030 relative to 2020.
   a. Table 2 provides an overview of CO_2 reduction subject to the Dutch CO_2 Levy in 2030 per Site. All numbers are indicative and may change for individual Sites and will be determined in the binding tailor-made agreement, while fulfilling the objective stated in article 3.1.a.
   b. The calculation of CO_2 emissions and CO_2 reductions of a Project is based on calculation methods used by the Dutch emissions authority (Nea) for reporting CO2 emissions. The amount of additional CO_2 emission reduction is first determined on Site level. The CO_2 emission reductions of the last Project(s) that bring CO_2 emissions below the level of expected amount of dispensation rights in 2030 are regarded as additional CO_2 emission reduction for that Site. The State and Cosun will agree details for the calculation method as part of the binding agreement, while taking into account the State's reporting and monitoring policies and with an intention to normalize for agricultural and seasonal deviations relative to the year 2020.
   c. Parties are aware that, due to new EU-ETS requirements, Cosun must report CO_2 that is not permanently bound in products used for soil improvement (and will hence be released in application) as Cosun's own CO_2 emissions from the year 2025 onwards (*Betacal product)*. Parties will determine in the binding tailor-made agreement(s) whether to include or exclude these CO_2 emissions, and if included, how to calculate these CO_2 emissions.

Site	**JLoI Article**	**CO_2 reduction 2020-2030 (kton)**	**Of which additional CO_2 reduction (kton)**	**Remaining CO_2 emission 2030**
CBC Vierverlaten	6A	90	50	10
CBC Dinteloord	6B	60	20	30
Aviko Steenderen and Aviko Rixona Venray	6C+6D	60	20	20

[10] https://sciencebasedtargets.org/standards-and-guidance

Site	JLoI Article	CO_2 reduction 2020-2030 (kton)	Of which additional CO_2 reduction (kton)	Remaining CO_2 emission 2030
Sensus Roosendaal and Sensus Zwolle	6E+6F	20	10	10
Cosun		**230**	**100**	**70**

Table 2: Cosun's JLoI CO_2 indicative reduction targets and remaining CO_2 emissions in 2030 per group of Site(s). All numbers in this table represent CO_2 emissions subject to the Dutch CO_2 Levy. Cosun's CO_2 reductions not subject to the Dutch CO2 Levy (circa 30 kton) are not included.

2. Cosun's portfolio of Projects that primarily aim to reduce environmental impact (as outlined in the objectives in article 3.1.b) are named in Table 3 below. Table 3 provides an overview of the Reactive Nitrogen Emission reduction potential and other reductions of environmental impact for each Site that may be achieved by the Projects referred to in the second column. The exact reduction targets will be finalised in the tailor-made agreement(s).

Site	JLoI Art.	Annual NO_x reduction in 2030 (compared to 2020)	Annual NH_3 reduction in 2030 (compared to 2020)	Other reductions and environmental benefits
CBC Vierverlaten	6A	> 40 % (> 14tons)	> 80 % (>30 tons)	Odour reduction (related to NH_3 reduction)
CBC Dinteloord	6B	> 10 % in 2030; (> 4.3 tons).	> 80 % (> 90 tons)	Odour reduction (mostly related to NH_3 reduction); Lime kiln related emissions: CO , VOC*, fine particulate matter and noise.
Aviko Steenderen	6C	> 30 % (> 7 tons)		Water efficiency and water usage reduction
Aviko Rixona Venray	6D	> 40 % (> 8 tons)		
Sensus Roosendaal	6E	> 40 % (> 3.3 tons)		
Sensus Zwolle	6F	> 30 % (> 2.3 tons)		
Total Cosun		> 39 tons in 2030	> 120 tons	

Table 3: Cosun's additional reductions of environmental impact. NO_x and NH_3 reduction of annual emission in 2030 when compared to emissions in 2020

**VOC: Volatile Organic Compound*

Article 6A – Cosun's Projects at CBC Vierverlaten (Groningen)

This article describes Cosun's Project portfolio for CBC Vierverlaten. Table 4 below provides a summarised overview. The 3rd, 4th, and 5th columns list the primary aims for each Project. The dates and numbers are currently indicative and will be finalised in the tailor-made agreement. The indicative target for reducing CO_2 emissions subject to the Dutch CO_2 Levy at Vierverlaten is 90 kton.

The efforts required from Cosun with regard to the Projects are described in article 7. The last column lists the relevant efforts from the State and the Province of Groningen for each Project within the tailor-made approach, as described in articles 8 and 9.

Project	Name	Expected Year FID*	Expected Year operational	Emission reduction / annum	Efforts in tailor-made approach
A1	Energy and lime kiln efficiency	≤ 2027	≤ 2028	CO_2: 17 kton NO_x: 3.6 tons	None
A2	Biogas continuation and expansion	2026	2027	CO_2: 31 kton	Green gas certification (RED) Permitting process
A3	V-Rise (MVR: Mechanical Vapour Recompression)	2025	2028	CO_2: 67 kton NO_x: 18.5 tons	Financial Permitting process
A4	Ammonia & odour reduction	2025	≤ 2028	NH_3: 30 tons	Financial Permitting process
A5	E-boiler	2025	≤ 2029	CO_2: 10 kton NO_x: 2.8 tons	None

Table 4: Summary of JLoI Projects for CBC Vierverlaten, Groningen **FID: Final Investment Decision*

1. Project A1, name: "**Project(s) Vierverlaten: energy efficiency (committed) and lime kiln efficiency**"
   a. This Project contains various energy efficiency investments, which have been executed successfully and are in operation (e.g. the 8th stage evaporation phase, realised in 2022), as well as the intention to reduce limestone / cokes-anthracite consumption by 25% by introducing new process technologies that enable to reuse lime sludge.
   b. This Project is expected to reduce 17 kton of scope 1 CO_2 emissions and 3.6 tons of NO_x emissions annually.
   c. Lime kiln efficiency measures will reduce related CO, VOC (*Volatile Organic Compounds*) and other emissions such as FMP (*Fine Particulate Matter*), as well as scope 3 CO_2 emissions.
   d. Cosun aims to take the final investment decision for the measures related to lime kiln efficiency in 2027 or earlier and put the Project into operation in the year 2028.
   e. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies for that purpose.
   f. Cosun does not seek other specific efforts from the State or the Province of Groningen.

2. Project A2, name: "**Biogas continuation and expansion at Vierverlaten**"
   a. The aim of this Project is to produce biogas (which may be upgraded to 'green gas') with digesters, to replace natural gas. The digesters use biomass, primarily from the sugar beet processing at Vierverlaten, as feedstock to produce biogas. During the beet and thick-juice campaigns this biogas is used on the Vierverlaten Site to replace the equivalent volume natural gas. Outside of the campaigns, or if more biogas is produced during the campaigns than is needed by CBC, the biogas produced can be upgraded to green gas, which can in turn be fed into the regional gas grid to generate green gas certificates.
   b. This Project contains the following elements:

i. Continuation of existing digester capacity;
ii. Expansion of digester capacity, including new digester tanks, and biogas upgrading capacity;
iii. If required and possible:
    - Capacity increase of the regional gas grid feeding capacity; and
    - Construction of additional facilities for storage of biomass and digestate handling.
iv. (Environmental) measures ensure compliance with applicable policies, legislation and Permits; and
v. Potentially: adaptations needed to allow the liquefaction of biogenic CO_2.

c. This Project aims to reduce 31 kton Scope 1 CO_2 emissions, of which 15 kton from existing digesters and 16 kton from new digesters. Cosun uses the green gas certificates resulting from this Project in accordance with article 4.8.
d. Measures will be taken to minimize potential impacts of this Project on other environmental domains, such as mitigating odour and NO_x emissions and, if applicable, external safety hazards. Cosun will propose measures to minimize these effects in its permitting process. The competent authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
e. Cosun has not yet obtained all the necessary irrevocable Permits for this Project . Parties are reviewing the permitting status with regard to *'Natura-2000'* activities, as described in the *Omgevingswet*. In addition, other Permits may be required.
f. Cosun aims to take the final investment decision for the new digester capacity in the year 2026 and to put this Project element into operation in the year 2027.
g. Cosun seeks the following efforts related to this Project:
    i. Cosun has stated some uncertainties exist regarding the legal framework(s) that surround the classification of the biomass it intends to use or already uses for its biogas production. The effort the State is able to provide within its purview in relation to this perceived issue is further described in article 8.4.
    ii. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies to this end. Parties intend to explore whether this Project could lead to additional CO_2 reduction, in which case Parties will explore whether this Project could be eligible for support through the tailor-made approach after a review by the State, in which case article 8.1 could apply to this Project.

3. Project A3, name: "**V-Rise (MVR: Mechanical Vapour Recompression) Vierverlaten**"
    a. The aim of this Project is to decarbonize the evaporation and crystallization steps of the sugar manufacturing process at CBC Vierverlaten. This Project affects equipment and operations at almost the entire Site. The main equipment changes are the following:
        i. enlarge the grid connection and modifications to the local site electricity grid (committed);
        ii. preparatory Project activities in order to create the necessary building space in the existing factory (committed);
        iii. installation of mechanical vapour recompression heat pumps (MVR) on the evaporation and crystallization process steps;
        iv. installation of multiple continuous crystallisation towers (VKT) to enable mechanical vapour recompression;
        v. installation of additional thick-juice tanks, civil works and adaptations to buildings; and

vi. (Environmental) measures to ensure compliance with applicable policies, legislation and Permits.

b. This Project aims to reduce natural gas consumption by at least 55%, leading to a reduction of 67 kton in scope 1 CO_2 emissions (of which a reduction of 50 kton is in addition to the expected reduction achieved through the Dutch CO_2 Levy in 2030).
c. This Project aims to reduce the Site NO_x emissions by at least 40% annually, when compared to 2020 emission levels, as an added benefit, equalling to at least 18.5 tons per year.
d. Cosun will take measures to minimize potential impacts of this Project on other environmental domains. Cosun will propose measures to minimize these effects in its permitting process. The relevant authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
e. Cosun aims to take the final investment decision in the year 2025 and put this Project into operation in the year 2028.
f. Cosun has obtained several irrevocable *Omgevingswet* Permits (*Omgevingsvergunning*) for components of this Project, which are currently being combined in a *Revisievergunning*. Parties are reviewing the permitting status with regard to *'Natura-2000'* activities, as described in the *Omgevingswet*.
g. Cosun's expected investment for this Project is 155 M€ for Project elements that are not yet committed, with a +/- 25% uncertainty range.
h. Cosun seeks the following efforts related to this Project:
    i. Cosun seeks a financial effort from the State. The State has performed a financial review of Cosun's expected business case for this Projects. The State concluded that 40-65 M€ of Cosun's investment could be uneconomical.
    ii. Cosun seeks an effort from the Province of Groningen and the State related to the permitting process. These efforts are described in articles 9.1 and 8.2.A respectively.

4. Project A4, name: "**Ammonia and odour emission reduction Projects at CBC Vierverlaten**":
    a. Cosun intends to take various measures to reduce NH_3 emissions to air and water, having the additional benefit of reducing odour emissions, through:
        i. Replacement of the existing open spraying ponds by a closed-loop system using indirect cooling (heat exchanger);
        ii. Ammonia gas scrubbers;
        iii. Ammonia sulphate handling (fertilizer);
        iv. Modifications of the water purification system;
        v. Piping, civil works and buildings; and
        vi. (Environmental) measures to ensure compliance applicable policies, legislation and Permits.
    b. This Project is closely associated with the Project V-Rise Vierverlaten for technical and permitting reasons. A significant reduction of Reactive Nitrogen Emissions is required for the permitting authority to be able to issue all the necessary Permits for the Projects described under articles 6A.2 and 6A.3.
    c. This Project is expected to reduce NH_3 emissions by more than 80%, meaning the annual NH_3 emission is reduced by at least 30 tons, most of which are emissions associated with the spray ponds. The overall NH_3 emission reduction is partly the result of necessary compliance measures, which bring the site in line with (future) legislation and will be realised before the 1st of January 2028. Cosun, however, also aims to implement measures that exceed legal requirements, leading to additional NH_3 reduction.

d. As an added benefit, odour effects resulting from NH_3 emissions are reduced. Cosun will adhere to relevant and applicable Provincial odour policy.
e. Cosun will take measures to minimize potential impacts of this Project on other environmental domains. Cosun will propose measures to minimize these effects in its permitting process. The permitting authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
f. Cosun aims to take the final investment decision in the year 2025 and aims to put the components of this Project that achieve the necessary emission reduction required by law, in operation in the year 2027, and additional measures to further reduce NH_3 emissions in 2028.
g. Cosun has not yet obtained all necessary irrevocable Permits for this Project. Parties are reviewing the permitting status with regard to *'Natura-2000'* activities, as described in the *Omgevingswet*. In addition, other Permits are required, such as Environmental, Wastewater Discharge and Building Permits in accordance with the *Omgevingswet*. Cosun plans to submit the Permit applications in due time.
h. Cosun seeks the following efforts related to this Project:
    i. Cosun may seek a financial effort from the State for those measures that lead to additionality regarding the NH_3 emissions (i.e. measures that go further than what is required by law).
    ii. Cosun seeks an effort from the Province of Groningen and the State related to the required permitting processes. These efforts are described in article 9.1 and 8.2.A respectively.

5. Project A5, name: "**E-boiler Vierverlaten**":
    a. The aim of this Project is to install an e-boiler parallel to the current natural gas boilers in this sugar manufacturing plant. The required grid connection for the e-boiler is already available.
    b. This Project aims at reducing 10 kton scope-1 CO_2 emissions and 2.8 tons of NO_x emissions.
    c. The Project entails the following activities and installation of new equipment:
        i. Installation of an e-Boiler; and
        ii. Modifications to allow operation of the existing cogeneration unit at minimum load and creating flexible power for grid stabilisation.
    d. Cosun aims to take the final investment decision in the year 2025 and put this Project into operation in the year 2029 or earlier.
    e. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies to this end.
    f. Cosun does not seek other specific efforts from the Province of Groningen and the State.

Article 6B – Cosun's Projects at CBC Dinteloord (Noord-Brabant)

This article describes Cosun's Project portfolio for CBC Dinteloord. Table 5 below provides a summarised overview. The 3rd, 4th, and 5th columns list the primary aims for each Project. The dates and numbers are currently indicative and will be finalised in the tailor-made agreement. The target for reducing CO_2 emissions subject to the Dutch CO_2 Levy at Dinteloord is 60 kton.

The efforts required from Cosun with regard to the Projects are described in article 7. The last column lists the relevant efforts from the State and the Province of Noord-Brabant for each Project, as described in articles 8 and 9.

Project	Name	Expected Year FID*	Expected Year operational	Emission reduction / annum	Efforts in tailor-made approach
B1	Energy & lime kiln efficiency	2025	2027	CO_2: 5 kton NO_x: 0.6 tons	None
B2	Ammonia and odour reduction	2026	2028	NH_3: 90 tons	Financial Permitting process
B3	Lime kiln elimination (LIKE)	2026	2029	CO_2: 35 kton NO_x: 1.7 tons Other reductions: emission CO, VOC**, fine particulate matter and noise.	Financial
B4	Biogas continuation and expansion	2026	2029	CO_2: 35 kton	Green gas certification (RED) Permitting process Infrastructure Financial
B5	E-boiler	2026	2028	CO_2: 10 kton NO_x: 2.8 tons	None

Table 5: Summary of JLoI Projects for CBC Dinteloord, Noord-Brabant

**FID: Final Investment Decision*
***VOC: Volatile Organic Compound*

1. Project B1, name: "**Energy & lime kiln efficiency Projects at CBC Dinteloord**"
   a. The aim is to improve efficiency and reduce the amount of limestone / cokes-anthracite consumption by 25% by introducing new process technologies that the reuse of lime sludge.
   b. This Project aims to reduce CO_2 emissions by 5 kton.
   c. This Project is expected to reduce NO_x emissions by 0.6 tons annually as an added benefit.
   d. Cosun has obtained an irrevocable Permit for all relevant environmental aspects.
   e. Lime kiln efficiency measures will reduce related CO, VOC (*Volatile Organic Compounds*) and other emissions such as FPM (*Fine Particulate Matter*), as well as scope 3 CO_2 emissions.
   f. Cosun aims to take the final investment decision for this Project in 2025 and put the Project into operation in the year 2027.
   g. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies to this end.
   h. Cosun does not seek other specific efforts from the Province of Noord-Brabant and the State.

2. Project B2, name: "**Ammonia and odour emission reduction Projects at CBC Dinteloord**":
   a. The aim of this Project is to reduce the ammonia emissions of the sugar manufacturing process at CBC Dinteloord by at least 80%.

b. Cosun plans to replace the current direct cooling system, whereby residue gas (containing ammonia) from the installation is emitted through a cooling tower, by an indirect cooling system. In the indirect cooling system, ammonia is planned to be largely removed from the emitted flue gas.
c. This Project contains the following elements:
    i. Replacement of the existing open cooling tower by a closed-loop system using indirect cooling (heat exchanger);
    ii. Ammonia gas scrubbers;
    iii. Ammonia sulphate handling (fertilizer);
    iv. Modifications of the water purification system;
    v. Piping, civil works and buildings; and
    vi. (Environmental) measures to ensure compliance with applicable policies, legislation and Permits.
d. This Project aims to reduce at least 90 tons NH_3 emission annually, when compared to the emission levels in 2020.
e. As an added benefit, odour effects resulting from NH3 emissions are reduced. Cosun will adhere to relevant and applicable Provincial odour policy.
f. Cosun will take measures to minimize potential impacts of this Project on other environmental domains, such as water. Cosun will propose measures to minimize these effects in its permitting process. The relevant authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
g. Cosun aims to take the final investment decision in the year 2026 and aims to put this Project in operation in the year 2028.
h. Cosun has not yet obtained irrevocable Permits for this Project. Cosun plans to submit a Permit application in 2025. Parties will need to review the permitting status with regard to *'Natura-2000'* activities, as described in the *Omgevingswet.* In addition, other Permits are required, such as a Wastewater Discharge Permit, in accordance with the *Omgevingswet*.
i. Cosun seeks the following efforts related to this Project:
    i. Cosun seeks a financial effort from the State for those measures that lead to additionality regarding the NH_3 emissions (i.e. measures that exceed legal requirements). The State uses reasonable effort to investigate whether and to what extent a subsidy mechanism could be available for financial support;
    ii. Cosun seeks an effort from the Province of Noord-Brabant and the State related to the permitting process. These efforts are described in article 9.1 and 8.2.A respectively.

3. Project B3, name: "**Lime Kiln Elimination at CBC Dinteloord**"
    a. This Project aims to reduce limestone consumption and replace existing lime kiln with imported quicklime, which in total aims to reduce 35 kton CO_2 emissions (of which a reduction of 20 kton is in addition to the expected reduction achieved through the Dutch CO_2 Levy in 2030).
    b. Parties note that producers of quicklime are more efficient but also incur CO_2 emissions when producing quicklime. Parties also note that some producers of quicklime have the option to implement CCS or other CO_2 reduction measures, which are difficult for Cosun to implement.
    c. This reduction of limestone consumption and shift to the import of quicklime is expected to reduce NO_x emissions by 1.7 tons annually.
    d. As an added benefit, all other emissions resulting from operating the lime kiln will be eliminated. This includes CO, VOC and other emissions such as FPM (*Fine Particulate Matter*). Also, all of the noise production resulting from operating the lime kiln will be permanently eliminated.

e. Cosun aims to take the final investment decision in the year 2026. Cosun aims to put this Project in operation in the year 2029.
f. Cosun has not yet obtained an irrevocable Permit for the environmental activities (*Omgevingsvergunning)* related to this Project. In addition, other Permits may be required.
g. Cosun's expected investment for this Project is 70 M€, with a +/- 50% uncertainty range.
h. Cosun seeks a financial effort from the State. The State has performed a financial review of Cosun's expected business case for this Project. The State concluded that up to 30 M€ of Cosun's investment could be uneconomical.
i. Cosun does not seek other specific efforts from the State or the Province of Noord-Brabant.

4. Project B4, name: "**Biogas continuation and expansion at CBC Dinteloord**":
   a. The aim of this Project is to produce biogas (which may be upgraded to 'green gas') with digesters, to replace natural gas. The digesters use biomass, primarily from the sugar beet processing at Dinteloord, as feedstock to produce biogas. During the campaigns this biogas is primarily used on the Dinteloord Site to replace natural gas. Outside of the campaigns, or if more biogas is produced during the campaigns than is needed by CBC, the biogas produced can be upgraded to green gas, which can in turn be fed into the regional gas grid to generate green gas certificates.
   b. This Project contains the following elements:
      i. Continuation of existing digester capacity;
      ii. Expansion of digester capacity, including digester tanks, and biogas upgrade capacity;
      iii. If required and possible;
         - Capacity increase of the regional gas grid feeding capacity; and
         - Construction of additional facilities for storage of biomass and digestate handling.
      iv. (Environmental) measures to ensure compliance with applicable policies, legislation and Permits; and
      v. Potentially: adaptations needed to allow the liquefaction of biogenic CO_2.
   c. This Project aims to reduce 35 kton Scope 1 CO_2 emissions, of which 20 kton from existing digesters and 15 kton from new digesters. Cosun uses the green gas certificates resulting from this Project in accordance with article 4.8.
   d. Cosun will take measures to minimize potential impacts on other environmental domains resulting from the implementation of this Project, such as mitigating odour and NO_x emissions and if applicable external safety hazards. Cosun will propose measures to minimize these potential effects in its permitting process. The relevant authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
   e. Cosun has not yet obtained all the necessary irrevocable Permits for this Project. Parties are reviewing the permitting status with regard to *'Natura-2000'* activities, as described in the *Omgevingswet*. In addition, other Permits may be required.
   f. Cosun aims to take the final investment decision for the new digester capacity in the year 2026 and to put this Project element into operation in the year 2029.
   g. Cosun seeks the following efforts related to this Project:
      i. Cosun has stated some uncertainties exist regarding the legal framework(s) that surround the classification of the biomass it intends to use or already uses for its biogas production. The effort the State is able to provide within its purview in relation to this perceived issue is further described in article 8.4.

ii. Cosun seeks an effort from the Province of Noord-Brabant and the State related to the required permitting processes. These efforts are described in article 9.1 and 8.2.A respectively.
iii. Cosun wishes to emphasize that the infrastructure needed to feed green gas into the grid still needs to be realised. If specific efforts are required from the Parties surrounding this topic, these will be further specified in the binding tailor-made agreements.
iv. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies to this end. Parties intend to explore whether this Project could lead to additional CO_2 reduction, in which case Parties will explore whether this Project could be eligible for support through the tailor-made approach after a review by the State, in which case article 8.1 could apply to this Project.

5. Project B5, name: "**E-boiler Dinteloord**":
   a. The aim of this Project is to install an e-boiler parallel to the current gas boilers in this sugar manufacturing plant. The required grid connection for the e-boiler is already available.
   b. This Project aims at reducing 10 kton scope-1 CO_2 emissions and 2.8 tons of NO_x emissions.
   c. The Project entails the following activities and installation of new equipment:
      i. Installation of an e-Boiler; and
      ii. Modifications to allow operation of the existing cogeneration unit at minimum load and creating flexible power for grid stabilisation.
   d. Cosun aims to take the final investment decision in the year 2026 and put this Project into operation in the year 2028.
   e. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies to this end.
   f. Cosun does not seek other specific efforts from the Province of Noord-Brabant and the State.

Article 6C – Cosun's Projects at Aviko Steenderen (Gelderland)

Cosun pursues two Projects at Aviko Steenderen, described below:
- Project C1 (E-boilers and Grid Connection Steenderen), leading to CO_2 and NO_x reduction; and
- Project C2 (Water efficiency Steenderen – Water Factory), leading to water use reduction per ton of produced product under normalised production circumstances.

1. Project C1, name: "**E-boilers and Grid Connection Steenderen**"
   a. The aim of this Project is to install e-boilers parallel to the current gas boilers in this potato processing plant. The e-boiler produces steam that would otherwise be produced by natural gas fired equipment. The e-boiler requires a new grid connection.
   b. The required grid connection for the e-boiler is not yet available. The infrastructural requirements and associated costs and timing are currently being analysed by the regional grid operator.
   c. The Project entails the following activities and installation of new equipment:
      i. Realisation of the required connection to the grid;
      ii. Installation of an e-boiler; and
      iii. Modifications to connect the e-boiler to the internal Cosun grid and allow operation of the existing cogeneration unit at minimum load, whilst creating flexible power for grid stabilisation (on request of the grid operator).

d. This Project aims to reduce natural gas consumption by at least 50%, leading to a reduction of 33 kton in scope 1 CO_2 emissions (of which a reduction of 20 kton is in addition to the expected reduction achieved through the Dutch CO_2 Levy in 2030).
e. This Project is expected to reduce NOx emissions by 7 tons annually as an added benefit.
f. Cosun will take measures to minimize potential impacts of this Project on other environmental domains. Cosun will propose measures to minimize these effects in its permitting process. The relevant authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
g. Cosun aims to take the final investment decision in the year 2026 and to have the Project in operation in the year 2028.
h. Cosun has not yet obtained irrevocable Permits for environmental and building activities (*Omgevingsvergunning*) for the activities related to this Project, or a Permit for Reactive Nitrogen deposition (*Natura 2000*) – provided this is necessary.
i. Cosun's expected investment for this Project is 47 M€ for Project elements that are not yet committed, of which 33 M€ is related to the grid connection, with a +/- 25% uncertainty range.
j. Cosun seeks the following efforts related to this Project:
    i. Cosun seeks a financial effort from the State in relation to the grid connection. The State has performed a financial review of Cosun's expected business case for this Project. The State concluded that up to 10 M€ of Cosun's investment could be uneconomical.
    ii. Cosun seeks an infrastructure effort from the State in relation to the grid connection, as further described in article 8.3.

2. Project C2, name: "**Water efficiency Steenderen – Water Factory**"
    a. The aim of this Project is to significantly improve the efficiency of water use and heat related to the potato processing activities at Aviko Steenderen.
    b. The Project entails the following activities and installation of new equipment:
        i. Factory pilots in the Concept Design phase to support final technology design decisions;
        ii. Installation of electrolysis-based water-softening technology to reduce ground water use in the evaporation condensers; and
        iii. Installation of membrane-based water reuse technology to upgrade the water quality in various process units (washing, cutting, blanching) and decrease dry matter loss of minerals and potato components.
    c. This Project is expected to reduce ground water use by > 400.000 m^3 annually. This would mean a water use efficiency improvement of > 25% when compared to the registered water use over 2020.
    d. Cosun aims to take the final investment decision in the year 2026 and to have the Project in operation in the year 2029.
    e. Cosun has not yet obtained irrevocable Permits for environmental and building activities (*Omgevingsvergunning)* for the activities related to this Project, or a Permit for Reactive Nitrogen deposition (*Natura 2000*) – provided this is necessary.
    f. Cosun might seek a financial effort from the State. Parties concluded it was not possible for the State to review a business case, as this Project is still in an early technical development phase.
    g. Cosun does not seek other specific efforts from the Province of Gelderland and the State.

Article 6D – Cosun's Projects at Aviko Rixona Venray (Oostrum, Limburg)

Cosun pursues two Projects at Aviko Rixona Venray, described below:

- Project D1 (Energy efficiency and e-boiler), leading to CO_2 and NO_x reduction
- Project D2 (Green gas production), leading to CO_2 reduction

1. Project D1, name: "**Energy efficiency and e-boiler at Aviko Rixona Venray**"
   a. This Project contains two elements:
      i. Various incremental energy efficiency investments, which aim to reduce 8 kton CO_2 emissions, such as the installation of a heat exchanger and heat pumps, as well as the associated civil works.
      ii. Realisation of an e-boiler (for which a generic subsidy has been granted) and enlarged grid connection, already committed and in operation since 2024, reducing 21 kton CO_2 emissions.
   b. This Project is expected to reduce NO_x emissions by 8 tons annually as an added benefit.
   c. The grid connection required for the execution of these Projects has been completed.
   d. Cosun aims to take the final investment decision for elements not yet committed in the year 2026. Cosun aims to put this Project in operation in the year 2028.
   e. Cosun does not seek specific efforts from the State or the Province of Limburg.

2. Project D2, name: "**Green gas production at Aviko Rixona Venray**"
   a. The aim of this Project is to build a new biogas production facility for digesting biomass streams that primarily become available during the processing of potatoes. All biogas produced will be upgraded to green gas quality and fed into the regional gas grid to generate green gas certificates. In addition, the biogas from the existing methane reactor will also be upgraded to green gas.
   b. This Project contains the following elements:
      i. Construction of facilities for the storage of biomass and digestate handling;
      ii. Installation of digester tanks;
      iii. Installation of gas stripper capacity to upgrade the gas quality from biogas to green gas quality and adaptations to feed the gas into the regional grid;
      iv. Adding a struvite reactor to the existing water purification system in order to prevent expansion of the water purification system;
      v. (Environmental) measures to ensure compliance with applicable policies, legislation and Permits; and
      vi. Potentially: adaptations needed to allow the liquefaction of biogenic CO_2.
   c. This Project aims to reduce 12 kton Scope 1 CO_2 emissions. Cosun will use the green gas certificates resulting from this Project in accordance with article 4.8. Cosun will take measures to minimize potential impacts of this Project on other environmental domains, such as: odour and when applicable external safety hazards. Cosun will propose measures to minimize these potential effects in its permitting process. The relevant authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
   d. Cosun aims to take the final investment decision in the year 2026 and to put this Project into operation in the year 2029.
   e. Cosun has not yet obtained irrevocable Permits for environmental and building activities (*Omgevingsvergunning)* for the activities related to this Project, or a Permit for Reactive Nitrogen deposition (*Natura 2000*) – provided this is necessary.
   f. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies to this end.
   g. Cosun seeks the following efforts related to this Project:

i. Cosun has stated some uncertainties exist regarding the legal framework(s) that surround the classification of the biomass it intends to use for its biogas production. The effort the State is able to provide within its purview in relation to this perceived issue is further described in article 8.4.
ii. Cosun seeks an effort from the Province of Limburg related to the required permitting processes.

Article 6E - Site Project Portfolio for Sensus Roosendaal (Noord-Brabant)

1. Project E1, name: **"Energy efficiency, MVR and e-boiler Sensus Roosendaal"**
   a. This Project involves various incremental energy efficiency investments at Sensus Roosendaal, encompassing the installation of various heat pumps and an e-boiler.
   b. This Project contains the following elements related to the inulin manufacturing process:
      i. Installation of multiple mechanical vapour recompression heat pumps (MVR) in the Raw Inulin Juice evaporation (DHS) process in the chicory root factory;
      ii. Enlarge the grid connection and modifications to the local site electricity grid;
      iii. Installation of multiple MVR heat pumps in the Fructo-Oligo-Sacharide evaporation (FOS);
      iv. Necessary boiler modifications in the boiler house as a result of the reduced natural gas demand; and
      v. (Environmental) measures to ensure compliance with applicable policies, legislation and Permits;.
   c. This Project aims to reduce 12 kton CO_2 emissions.
   d. This Project is expected to reduce NO_x emissions by 3.3 tons annually as an added benefit.
   e. Cosun will take measures to minimize potential impacts of this Project on other environmental domains. Cosun will propose measures to minimize these effects in its permitting process. The relevant authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
   f. Cosun aims to take the final investment decisions for these elements ultimately in the year 2027. Cosun aims to put this Project in operation ultimately in the year 2029.
   g. Cosun has obtained an irrevocable Permit for all relevant environmental aspects.
   h. Cosun seeks the following efforts related to this Project:
      i. The Project currently cannot be executed due to grid congestion. Cosun needs to contract more electrical power. Cosun therefore seeks an infrastructural solution to be able to execute this Project, as further described in article 8.3.
      ii. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies to this end.

Article 6F - Site Project Portfolio for Sensus Zwolle (Overijssel)

1. Project F1, name: "**Energy efficiency, MVR and electrification Sensus Zwolle**"
   a. The aim of this Project is to significantly decarbonize the inulin evaporation and spray drying process of the inulin manufacturing process at Sensus Zwolle.
   b. This Project contains the following elements:
      i. Renewal of evaporation system, including installation of an MVR;
      ii. Installation of heat pump to upgrade residual heat to be used in the warming of the hot water system;
      iii. Installation of an e-boiler / e-heater;
      iv. Installation of e-heater and air pre-dryer on both spraying towers;
      v. Civil works and buildings; and

vi. (Environmental) measures to ensure compliance with applicable policies, legislation and Permits.

c. This Project aims to reduce 8 kton CO_2 emissions.
d. This Project is expected to reduce NO_x emissions by 2.3 tons annually as a result of reduced use of natural gas, as an added benefit.
e. Cosun will take measures to minimize potential impacts of this Project on other environmental domains. Cosun will propose measures to minimize these effects in its permitting process. The relevant authority (*Bevoegd gezag*) determines whether these are sufficient and whether additional measures are necessary.
f. The needed grid connection is already committed and under construction. When installing the e-heaters an additional enlargement of the grid connection could be necessary.
g. Cosun aims to take the final investment decisions for these elements ultimately in the year 2027. Cosun aims to put this Project in operation ultimately in the year 2029.
h. Cosun has not yet obtained irrevocable Permits for environmental and building activities (*Omgevingsvergunning)* for the activities related to this Project, or a Permit for Reactive Nitrogen deposition (*Natura 2000*) – provided this is necessary.
i. Cosun seeks a financial effort from the State. Parties intend to explore the possibility of utilising generic subsidies to this end.
j. Cosun potentially seeks an effort from the State if grid congestion issues hinder the execution of this Project in the future.

Article 7 – Efforts and actions by Cosun

1. Cosun shall use reasonable efforts (*redelijke inspanningen*) to mature the Projects with an aim to realise the objectives stated in article 3 and the objectives stated in Annex II.
2. Cosun shall use reasonable efforts to inform the State and relevant Provinces about developments regarding Cosun's strategy (article 5) and the Projects. Cosun shall use reasonable efforts to respond to information requests from the State or a Province related to efforts described in articles 8 and 9.
3. Specifically for the Projects for which Cosun seeks efforts from the State or a Province, Cosun shall use reasonable efforts to:
   a. Progress the design, engineering and procurement of the Projects, as appropriate, as a basis for fulfilling efforts below.
   b. Progress arrangements for financing the Projects. Parties acknowledge that European state aid rules imply that the majority of the financing of the Projects is to be provided by Cosun.
   c. Improve the business case aiming to reduce the uneconomical part of the Project.
   d. Submit proposals to make use of available financial support schemes, within the context of the tailor-made approach as described under article 8.1.
   e. Provide the relevant Provinces with all necessary information for obtaining required Permits. Cosun shall consult local stakeholders as part of the Permit application process (*omgevingsparticipatie*), in line with the obligations in the Omgevingswet.
   f. Obtain an electricity grid connection and transport contract with a grid operator in time for the required electricity capacity. Cosun participates in discussions for flexible use of electricity and explores its possible contributions promoting a more flexible electricity grid.

Article 8 – Efforts and actions by the State

1. Financing
    a. Based on the financial model the Parties agree that Cosun requires financial support to realise the Projects A3 (V-Rise Vierverlaten), B3 (LIKE Dinteloord) en C1 (E-boilers and grid connection at Aviko Steenderen). Based on the current insights and available forecast financial support in the range of 80-105 million Euro would be needed to remove the remaining funding gap. This range will be further finetuned as the Parties work towards the tailor-made agreements. The State shall use reasonable efforts (*redelijke inspanningen*) to get the remaining funding gap of these Projects financed, up to a maximum of 105 million Euro and subject to the conditions as mentioned in this JLoI.
    b. With regard to the remaining funding gap stated under article 8.1.a., the State will – as soon as reasonably possible and with the cooperation of Cosun if required – look into the options through which Cosun can be financially supported. These options could be any existing or new generic national or European financial instrument or tailor-made funding. The following applies:
        i. In the event that funding through an existing or new financial generic instrument is chosen, such funding can and will only be provided and executed under the condition that there is a legal basis for such funding, and the funding complies with the systematics and conditions (e.g. scope, application formats, deadlines and subsidy decision) of that instrument;
        ii. In the event that tailor-made funding is chosen, such can and will only be provided and executed under the condition that there is a legal basis for providing such tailor-made funding, the tailor-made funding complies with the regulations of the European state aid rules and the national regulations applicable to such tailor-made funding, and financial generic instruments are reasonably not sufficient or not available in time to close the funding gap otherwise;
        iii. Any chosen option will need to comply with all applicable rules and regulations at the time of the decision, such as the applicable budget rules and procedures; and
        iv. In the case of tailor-made funding, arrangements can be made to avoid overcompensation of Cosun by the State for the relevant Project(s).
    c. The determination of the uneconomical part of the Projects is subject to change as the Parties work towards the tailor-made agreements.
    d. Tailor-made funding on the basis of CO_2 emission reduction can only be available for Projects that achieve additional CO_2 reduction.

2. Permitting
    a. The State may provide financial aid to the authorities responsible for the relevant permitting procedures under Dutch law – so as to provide them with additional means to expand their human capital resources to form an 'expert pool' – which aims at generating a context within which permitting procedures can be executed in a timely manner.
    b. For Projects where a permitting effort has been identified, the State will facilitate – where possible and within its purview – timely decision-making on the necessary Permit applications, whilst respecting the respective authority and function of the public entities responsible for permitting under public law.
    c. Parties will discuss the interpretation of decisions by the Council of State (*Raad van State*) related to Reactive Nitrogen Emissions and the impact on related permitting processes.

3. Infrastructure
    a. Relevant Parties continue to discuss and work out in detail the potential options to secure electrical power, technical and/or contractual, for Sensus Roosendaal and Aviko Steenderen together with relevant grid operators and other third parties.
    b. In relation to the green gas production Projects, Parties will seek solutions with the relevant grid operators surrounding the infrastructural adaptations needed to allow the feeding of sufficient volumes of green gas into the grid (for instance to minimize the risk of flaring excess gas, as a result of insufficient grid capacity).

4. Other actions and efforts
    a. Parties will discuss the uncertainties surrounding the legal framework with respect to, among other things, the revised European Renewable Energy Directive and the classification of the biomass Cosun intends to use or already uses for its biogas and green gas production.
    b. According to Cosun a number of specific factors may affect the viability and the uneconomical part of multiple Projects. The State uses reasonable efforts, with the cooperation of Cosun if required, to investigate how the following factors could affect the uneconomical part of relevant Projects. Specific factors include:
        i. Interpretation by the NEa of how heat pumps affect the activity level of a Site;
        ii. Classification of biomass that Cosun may use for its green gas Projects;
        iii. Outlook for grid tariffs for the Sites.
    c. Possible financial efforts for Projects A4 ''Ammonia and odour emission reduction Projects at CBC Vierverlaten'', B2 ''Ammonia and odour emission reduction Projects at CBC Dinteloord'' and C2 ''Water efficiency Steenderen – Water Factory'' are specified in the relevant Project descriptions under article 6A, 6B and 6C.

Article 9 - Efforts by The Provinces

1. The Provinces are to use reasonable efforts related to Cosun Sites in their area of authority to:
    a. Procure that capacity and capabilities are in line with the agreed Permit procedure (timing and milestones). Support Cosun and the State with a meeting between them and the delegated authority to discuss the progress in the permitting process;
    b. Support Cosun and the State in reviewing Cosun's Projects, including the permitting status.
2. If required for effort 1, the Provinces could use human capital resources from the intended expert pool (as described in article 8.2.a).
3. For Projects where a permitting effort has been identified, the Provinces will facilitate – where possible and within their purview – timely decision-making with regard to relevant Permit application(s).

Article 10 - No limitation of authority and discretion public bodies and authorities

1. This JLoI or its content in no way limits or affects the authority and/or discretion of the relevant public bodies or authorities, for instance with respect to, but not limited to, licensing, review of Permit applications or enforcement.

Article 11 – Cosun in the Netherlands

1. Cosun has the ambition to remain a leading Dutch and European company, operating at a global level. Cosun anticipates for the long term, beyond the realisation of the

Projects agreed upon in the tailor-made agreement(s), to retain the centre of its business operations and production capacity in the Netherlands.

2. To that effect Cosun intends, among other initiatives:
   a. to continue investing in its Dutch production facilities;
   b. to continuously seek ways to improve the sustainability performance of its Sites and other affiliated locations, as well as its production chain(s);
   c. to keep one or more registered offices in the Netherlands;
   d. to keep its production in the Netherlands at least at current levels (and increase these if and where possible);
   e. to remain a substantial employer (local and national) at its Sites, other Cosun affiliated locations and its Dutch offices, whilst remaining an 'employer of choice'; and
   f. to keep investing in innovation and its innovation centres in the Netherlands, including its Corporate Innovation Center in Dinteloord.
3. Cosun intends to continue participating as a knowledge partner in the development of green technologies and circular economy through, among others:
   a. conducting joint research projects and PPS cooperations with Dutch universities and knowledge institutes;
   b. actively participating in Food Valley (protein, circular products) and the Dutch Biorefinery Cluster (green fertilizers, water);
   c. active participation in joint industry projects of the Institute of Sustainable Processing Technology (ISPT).

Cosun's Dutch ambitions and intentions, as set out above, are dependent on both a business environment that continues to create adequate conditions for investment as well as the granting of the Permits required to enable Cosun to conduct its business. Considering the majority of its business operations, (physical) assets and workforce are based in the Netherlands, and given the nature of its business and production, Cosun's Dutch presence can be expected to remain strong in the future.

Article 12 - Governance

1. Both Cosun and the State will appoint a dedicated project team consisting of different areas of expertise. The project teams of Cosun and the State, as well as other Parties co-signing this JLoI, will meet on a frequent basis to further develop and monitor progress towards the tailor-made agreements and other relevant Projects. As a part of this process, periodic management-level meetings will be organized in which progress towards finalising the agreements within the agreed upon timeframe is to be discussed. This structure will remain in place until the binding tailor-made agreements are signed and the Projects for which no tailor-made agreement will be entered into, have reached a satisfactory phase (such as obtaining the necessary Permits and other needed efforts, as described in this JLoI).
2. If the Parties cannot reach agreement on certain (sub)topics, the following options for escalation will be available (in the following order) without prejudice, however, to article 26:
   a. the matter should first be discussed between the department "*verduurzaming industrie"* of the Ministry of Climate Policy and Green Growth, the department 'industry, living environment and local residents' of the Ministry of Infrastructure and Water Management and the management of Cosun and if applicable, the provincial deputies involved;
   b. if an agreement cannot be reached between the parties mentioned under paragraph a) above, the matter will be discussed between the senior management of Cosun, the director-general for Industry Policy and Innovation of the Ministry of Climate

Policy and Green Growth and the director-general for the Environment and International affairs of the Ministry of Infrastructure and Water Management;

c. ultimately, if an agreement cannot be reached between the parties mentioned under paragraph b) above, the matter will be discussed between the CEO's of Cosun, the Minister of Climate Policy and Green Growth and the State Secretary of Public Transportation and the Environment.

3. Upon signing the tailor-made agreements, the Parties will agree on the adequate future governance structure, including an adequate monitoring system. In the monitoring, information will be collected on progress made at crucial Project stages, the steps taken by the Parties; the realisation of the aims specified in the agreement (CO_2 emission reduction, CO_2 dispensation rights, reduction of NO_x emissions and other environmental improvements); timelines of the realisation. All Parties will report on the progress on a regular basis, but at least once a year. The tailor-made agreement will describe the details of the monitoring process.
4. Cooperative Cosun's CEO, the Minister of Climate Policy and Green Growth, the State Secretary of Public Transportation and the Environment or their representatives will meet once a year to discuss the progress of the Projects, the tailor-made agreements and/or ancillary matters.

Article 13 – Change of Law, unforeseen circumstances

1. In this JLoI, unless the context requires otherwise, references to a statutory provision include references to that statutory provision as amended from time to time, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of one or more Parties, the Parties will negotiate in good faith to agree such amendments to this JloI as may be appropriate in the circumstances as to minimize the consequences for any terms and obligations hereunder.
2. If, within a reasonable period of time the Parties cannot reach agreement on the nature of the changes required or other terms and conditions, either Party may seek to have the matter resolved in accordance with article 26 (Jurisdiction) below.
3. During the term of this JLoI, circumstances or developments might occur which are not provided for in this JLoI, but which are relevant for the implementation of this JLoI. It is possible that as a consequence of such circumstances or developments, the unaltered maintenance of this JLoI cannot reasonably be expected from one or more Parties. In that case, the Parties shall at the first request of one of the Parties enter into good faith consultations about such reasonable amendment of this JLoI as is necessary to overcome the negative consequences of those circumstances or developments as much as possible, whilst the content and purport of this JLoI are maintained as much as possible. If such amendment is not agreed upon within two months after such request was submitted, either Party may bring an action before the competent court to amend this JLoI with the application of the principles referred to above.

Article 14 – (Termination) clause in case of new or changed policy; status controversial

1. Without prejudice to any other (termination) rights and/or obligations and/or remedies the State and/or Cosun and/or the Province(s) may have, invoke or rely on under this JLoI, either the State or Cooperative Cosun can terminate (*opzeggen*) this JLoI partially or entirely with immediate effect upon serving a notice in writing to the other Parties, if and to the extent this JLoI becomes partially or entirely incompatible with:

a. any policy of a new government installed after the fall of the government on 3 June 2025 not to proceed with the tailor-made approach or not in a manner as laid down in this JLoI or not to make available (sufficient) funds for the tailor-made approach; and/or
b. the Second and/or First Chamber of Dutch Parliament (*Eerste en/of Tweede Kamer*) having declared controversial (*controversieel verklaren*) in view of the government's status as caretaker government (*demissionair kabinet*) since 3 June 2025:
   i. the tailor-made approach sustainable industry (*maatwerkaanpak verduurzaming industrie*); and/or
   ii. this JLoI or a part thereof; and/or
   iii. all or part of the obligations ensuing from this JLoI for the State; and/or
   iv. the full or part of the execution of this JLoI by the State; and/or
   v. any further negotiations about or the conclusion of – binding – tailor-made agreements (*(bindende) maatwerkafspraken*) with the selected companies, including Cosun.

2. The State shall not be liable towards nor be required to otherwise compensate Cosun and or the Provinces:
   a. for any damage Cosun and/or the Provinces may suffer as a consequence of any termination of this JLoI or any part thereof pursuant to article 14 paragraph 1; nor
   b. for any costs and/or for any investments made by Cosun and/or the Provinces in respect of any:
      i. obligation ensuing from the JLoI that was – partially – fulfilled and/or
      ii. activity that was carried out in relation to the part or parts of this JLoI which is or are terminated pursuant to article 14 paragraph 1, prior to the moment as of which that part or those parts of this JLoI is or are terminated pursuant to article 14 paragraph 1.
3. In the event of termination of this JLoI or any part thereof as per article 14 paragraph 1 the Parties shall remain committed to discuss with each other if and to what extent the State's policy in respect of the Paris Agreement, European Climate law and the Dutch Climate Law (*Klimaatwet*) on the one hand and Cosun sustainability and carbon dioxide (CO2) emission reduction goals in the Netherlands on the other can be reconciled, however not as part of the tailor-made approach. This article does not imply or entail any rights or entitlement for any Party to compensation whatsoever nor any commitment by any Party to support the other Party's policy or goals as meant in the preceding sentence.

Article 15 – Term and termination

1. This JLoI comes into force after all Parties have signed the JLoI and shall then constitute legally valid, binding and enforceable obligations for the Parties hereto.
2. A Party may terminate (*opzeggen*) the JLoI with immediate effect, upon service of a notice in writing, if:
   a. Parties have not reached agreement on the final tailor-made agreements to achieve the objective described in article 3.1.a on the 31st of December 2026, or such other later date as agreed between the State and Cosun, at the latest; or
   b. one of the Parties becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors.
3. If a Province terminates the JLoI based on article 15.2.a but none of the other Parties do, the JLoI remains in full force and effect for the other Parties.

4. If Aviko, Rixona and/or Sensus terminate(s) the JLoI based on article 15.2 (or a Province based on article 15.2.b) but none of the other Parties do, the remaining Parties shall enter into good faith consultations to decide whether or not they wish the JLoI to remain in force and if so, under which conditions. If they cannot reach agreement, the JLoI will terminate altogether.
5. The State may terminate the JLoI with immediate effect, upon service of a notice in writing, if:
   a. there is a change in the identity of the party or parties that directly or indirectly control Cooperative Cosun, Aviko, Rixona and/or Sensus; or
   b. Cooperative Cosun, Aviko, Rixona and/or Sensus are convicted of a criminal offence by a court of first instance. In case of a criminal prosecution, Parties will discuss with each other whether this presents a circumstance or development as mentioned in article 13 section 3.
6. If Cooperative Cosun or the State terminate the JLoI, the JLoI will terminate altogether.
7. The terminating Party is not liable for damages or compensation of costs towards (any of) the other Parties.

Article 16 - Implementation in accordance with the law

1. The agreements set out in this JLoI and their further elaboration will be implemented in accordance with applicable international law, European law and Dutch law, in particular to the extent that the agreements are within the scope of the international, European and Dutch rules on procurement, competition, state aid and technical standards and regulations.
2. The Parties acknowledge that for the determination and provision by the State of the financial support that Cosun may be entitled to, the applicable national and European legislation at the time of the provision of the support, or at the time that a final draft subsidy decision (and where applicable a final draft of an implementation agreement or other documentation) is submitted to the European Commission for approval (whichever is earlier), will be decisive to determine whether and if so, to what extent the Project meets the criteria for additional CO_2 reduction and the principles of state aid. If that determination deviates from the current expectations, the Parties shall in good faith discuss an adjustment of this JLoI.

Article 17 – Notices

Any notice and correspondence under this JLoI must be in writing and sent to a Party by letter or email to the address set out in Annex V of this JLoI.

Article 18 – Costs

Each Party bears its own costs incurred with the negotiation, preparation, signing and performance in connection to this JLoI (and any documents referred to in the JLoI) and its own costs associated with the activities intended to be carried out under this JLoI, unless otherwise specified in this JLoI or if and when Parties agree otherwise in writing.

Article 19 – Assignment

Unless provided otherwise in this JLoI, no Party may assign this JLoI (*contractsoverneming)* or assign any of its rights hereunder, or have such rights transferred by way of a legal merger or demerger without the prior written consent of all other Parties.

Article 20 – Amendments

Any amendments or additions to this JLoI shall be valid and binding only if made in writing and signed by all Parties.

Article 21 – Partial Invalidity

If, at any time, any term of this JLoI is or becomes illegal, invalid or unenforceable in any respect, or this JLoI is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

a. the legality, validity or enforceability in that jurisdiction of any other term of this JLoI or the effectiveness in any other respect of this JLoI in that jurisdiction; or
b. the legality, validity or enforceability in other jurisdictions of that or any other term of this JLoI or the effectiveness of this JLoI under the laws of such other jurisdictions.

Article 22 – Third Party Rights

Parties do not intend for any third party to have any rights under this JLoI or be able to enforce this JLoI. Furthermore, Parties exclude to the extent permitted under applicable law any such third-party rights that might otherwise be implied.

Article 23 – Entire Agreement

This JLoI constitutes the entire agreement between Parties with respect to the subject matter thereof.

Article 24 – Counterparts

This JLoI may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this JLoI.

Article 25 - Governing law

This JLoI and any non-contractual obligation arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the Netherlands.

Article 26 – Jurisdiction

Any dispute in connection with this JLoI, including a dispute regarding the existence, validity or termination of this JLoI or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this JLoI, shall be subject to the exclusive jurisdiction of the courts of The Hague, the Netherlands.

Signed in [3] original copies, each in the English language.

The State of the Netherlands,
Minister of Climate Policy and Green Growth,
acting in her capacity as administrative body (bestuursorgaan) and as representative of the State of the Netherlands,

_____
By: Ms. S.T.M. Hermans
Place:
Date:

The State of the Netherlands,
State Secretary of Infrastructure and Water Management – public transportation and environment,
acting in his capacity as administrative body (bestuursorgaan) and as representative of the State of the Netherlands,

_____
By: Mr. A.A. Aartsen
Place:
Date:

Coöperatie Koninklijke Cosun U.A.

_____
By: Mr. H.J.M. Meeuwis
Title: CEO
Place:
Date:

_____
By: Mrs. M.H.A. Philipsen
Title: CFO
Place:
Date:

The Province of Groningen,
King's Commissioner

_____
By: Mr. F.J. Paas
Place:
Date:

Provincial Executives

_____
By: Mr. P. Roemers
Place:
Date:

The Province of Gelderland,
Provincial Executive

_____
By: Mrs. J.E.M. Mol
Place:
Date:

The Province of Limburg,
Provincial Executive

_____
By: Mr. M. van Caldenberg
Place:
Date:

The Province of Noord-Brabant,
Provincial Executive

_____
By: Mrs. A.W.M. Dirken
Place:
Date:

The Province of Overijssel,
Provincial Executives

_____
By: Mr. E.N.W. Hoogland
Place:
Date:

Aviko B.V.

_____
By: Mr. M.G.C.N. van Delst
Title: CEO
Place:
Date:

Rixona B.V.

_____
By: Mr. M.G.C.N. van Delst
Title: Managing Director
Place:
Date:

Sensus B.V.

_____
By: Mr. H. Holtus
Title: CEO (a.i.)
Place:
Date:

Annex I: Expression of Principles entered into between Cosun, the Minister of Climate Policy and Green Growth, the State Secretary of Infrastructure and Water Management – Public transportation and environment and the Provincial Executives of the Dutch Provinces of Noord-Brabant, Overijssel and Gelderland (*Gedeputeerde Staten*) on the 10th of October 2024

Annex II: Objectives with regard to environmental impact

Annex III: Illustrative overview of Cosun's projects listed in article 4.1

Annex IV: Notable other projects for non-binding support as referred to in article 4A

Annex V: Addresses

<u>ANNEX I</u> - Expression of Principles entered into between Cosun, the Minister of Climate Policy and Green Growth, the State Secretary of Infrastructure and Water Management – Public transportation and environment and the Provincial Executives of the Dutch Provinces of Noord-Brabant, Overijssel and Gelderland (Gedeputeerde Staten) on the 10th of October 2024

ANNEX II - Objectives with regard to environmental impact

The objectives listed below are applicable to the Projects within this JLoI, in addition to the objectives outlined in article 3. As part of any required environmental permitting process, Cosun will propose measures to achieve the objectives described in this Annex, whilst the relevant authority (*Bevoegd gezag*) ultimately determines whether these are sufficient and permissible. The Projects in this JLoI should comply with or contribute to these objectives, unless with respect to (a) specific Project(s) stricter requirements are described, in which case such stricter requirements apply.
Several key objectives for Cosun, stemming from and in line with existing national and regional policies and European legislation, include:

1. Realizing the lowest achievable emission limit within the BAT Associated Emission Level bandwidth for relevant environmental aspects. If no BAT-conclusions apply, other legislative frameworks apply. In any case, emission limit values lower than what is required in applicable legislation are strived for.
2. Regarding ZZS, and in line with the state policy regarding ZZS, emissions of these substances will be prevented and minimized. Emissions will in such cases be minimized to levels the relevant authority finds feasible and permissible. Reasonable efforts must be used to ensure that Projects that lead to adjustments to existing installations and/or the realization of new installations, will not lead to an overall increase in negative effects on the local environment. In all cases, the aim is to improve the overall environmental performance of the Sites.
3. On-Site and external safety exposure, on and around production- and storage Sites, will not deteriorate in comparison to the current situation and, where possible, improve. Where necessary and possible, new risks will be mitigated.

ANNEX III - Overview of Cosun's Projects

This annex provides an illustrative overview of Cosun's Projects listed in articles 6A, 6B, 6C, 6D, 6E and 6F and contributing to the objectives in article 3.

JLoI Project		Expected Year of Project Phase		Expected Annual Emission Reductions			
Nr.	**Name**	**FID**	**In operation**	**CO_2** ***kton***	**NO_x** ***tons***	**NH_3** ***tons***	**Other Benefits** ***Non-quantitative***
CBC Vierverlaten							
A1	Energy and lime kiln efficiency	≤2027	≤2028	17	3.6		VOC, CO, FPM*
A2	Biogas continuation and expansion	2026	2027	31			
A3	V-Rise (MVR: mechanical vapour recompression)	2025	2028	67	18.5		
A4	Ammonia & odour reduction	2025	≤2028			30	Odour
A5	E-boiler	2025	≤2029	10	2.8		
CBC Dinteloord							
B1	Energy and lime kiln efficiency	2025	2027	5	0.6		
B2	Ammonia and odour reduction	2026	2028			90	Odour
B3	Lime Kiln Elimination (LIKE)	2026	2029	35	1.7		VOC, CO, FPM
B4	Biogas continuation and expansion	2026	2029	35			
B5	E-boiler	2026	2028	10	2.8		
Aviko Steenderen							
C1	E-boilers	2026	2028	33	7		
C2	Water efficiency	2026	≤2029				Water
Aviko Rixona Venray							
D1	E-boiler & Energy Efficiency	≤2026	≤2028	29	8		
D2	Green gas production	2026	2029	12			
Sensus Roosendaal							
E1	Energy efficiency, MVR & e-boiler	≤2027	≤2029	12	3.3		
Sensus Zwolle							
F1	Energy efficiency, MVR & electrification	≤2027	≤2029	8	2.3		

Table 6: Summary of JLoI Projects listed in articles 6A, 6B, 6C, 6D, 6E and 6F

**FPM: Fine Particulate Matter*

Annex IV - Notable other projects for non-binding support (Article 4A)

This annex provides an overview of Cosun's projects listed in article 4A.

Project		Year of reaching project Phase		Expected Annual Emission Reductions			
Nr.	**Name**	**FID**	**Operational**	**CO_2 *kton***	**NO_x *tons***	**NH_3 *tons***	**Other benefits**
CBC Vierverlaten							
4A.1.a	Lime Kiln Elimination (LIKE)	2028	2031	28	1		VOC, CO, FPM*
CBC Dinteloord							
4A.2.a	V-Rise (MVR)	2028	2031	55	15		
Aviko Steenderen							
4A.3.b	Energy Hub partnership (with partners)	2026	2029	t.b.d.	t.b.d.		
All Sites							
4A.4	Water efficiency scan and projects	≤2029	2026 (study) ≤2031 (projects)	t.b.d.	t.b.d.		Water t.b.d.
Duynie and client partner							
4A.5	Circularity biogas partnership	2027	2029	t.b.d.			
Non-ETS locations: Lomm and Warffum							
4.A.6.a	Lomm e-boiler	2025	2027	4	t.b.d.		
4.A.6.b	Warffum e-boiler	Done	2026	2	t.b.d.		

Table 7: Overview of Cosun's projects listed in article 4A

**FPM: Fine Particulate Matter*

4A.1 CBC VIERVERLATEN (Groningen)

a. Project name: "**Lime Kiln Elimination (LIKE)**"
   i. The aim of this project is to eliminate all on-site lime kiln operations that produce lime milk out of limestone and cokes-anthracite. This requires a major technology change and the supply of active lime powder (quicklime) from external suppliers.
   ii. This projects aims at reducing 28 kton scope 1 CO_2 emissions.
   iii. The Project is a copy of the Dinteloord-LIKE project (see Project B3).
   iv. The FID for this project is planned in 2028, with the aim of being operational in 2031.
   v. For this project Cosun seeks financial effort from the State. Parties intend to explore what support options may be available when Cosun is closer to taking its FID.

4A.2 CBC DINTELOORD (Noord-Brabant)

a. Project name: "**V-Rise (MVR)**"
   i. The aim of this project is to significantly decarbonize the evaporation and crystallization steps of the sugar manufacturing process at CBC Dinteloord.
   ii. This project entails a copy of V-Rise Vierverlaten (see Project A1), except:

- CO_2 emission reduction: 55 kton.
- Planned FID in 2028 and operational in 2031.

iii. For this project Cosun seeks a financial effort from the State. Parties intend to explore what support options may be available when Cosun is closer to taking its FID.

4.A.3 AVIKO STEENDEREN (Gelderland)

a. Project name: "**Energy Hub Partnership**" (Gelderland)
   i. Cosun aims to investigate the possibility of participating in the development of a local energy hub in the neighbourhood of Steenderen, which can process part of Aviko's wastewater and agricultural residues to produce green gas.
   ii. The Province of Gelderland provided financial support for developing this project.
   iii. For this project Cosun may seek an additional (financial) effort from the State. Parties intend to explore what support options may be available when Cosun is closer to taking its FID.

4.A.4 All Sites

a. Project name: "**Water efficiency scans and projects**"
   i. Cosun intends to conduct a study in the form of a 'water efficiency scan' at all Sites to determine if additional viable water efficiency and reduction projects can be identified.
   ii. If identified, Parties intend to discuss opportunities for support before signing the binding tailor-made agreements.

4.A.5 Duynie and client partner

a. Project name: "**Protein and Green Gas partnership with client**"
   i. The aim of this project is to improve the circularity and valorisation of a coproduct from a client's process, by extracting feed-food grade protein ingredients first and then using the leftover of this fractionation, the fibres, as a feedstock for green gas digestion (at the client's site);
b. Cosun and the State intend to explore financial and non-financial support that could contribute to realising this Circularity project.
c. If realized, the project contributes to CO_2 emission reduction at third party sites falling under EU-ETS, as well as additional Scope-3 CO_2 reductions .

4.A.6 Non-ETS Locations (Aviko Lomm and Rixona Warffum)

a. Project name: "**E-boilers**"
   i. At both Rixona-Warffum and AVIKO-Lomm an enlarged grid connection and e-boilers are foreseen to reduce CO_2-emissions via electrification.
b. These projects aim at reducing 6 kton scope 1 CO_2 emissions at both Cosun locations.
c. FID at AVIKO-Lomm has been taken in the year 2025; FID at Rixona-Warffum has already been taken earlier.
d. Cosun aims to complete these projects in the year 2027 or earlier.
e. Cosun does not seek specific efforts from the State or the Provinces of Groningen and Limburg.

Annex V – Addresses