



Elia System Operator SA/NV

incorporated with limited liability (naamloze vennootschap/société anonyme) in the Kingdom of Belgium
Enterprise number 0476.388.378 – RPR Brussels
(the Existing Issuer)

BLOCK VOTING INSTRUCTION

For a separate general meeting of the holders (the **Noteholders**) of each of the series of the outstanding notes of the Existing Issuer listed below (each a **Series** and together the **Notes**) (such meeting in respect of each Series, including any adjourned such meeting, the **Meeting**) to be held at the offices of Existing Issuer at Keizerslaan 20, Brussels 1000, Belgium on 30 October 2019 or as notified in respect of any adjourned Meeting. Capitalised terms used in this Block Voting Instruction shall, unless the context otherwise requires, have the meanings given to them in the convocation (the **Notice**) convening the Meetings dated on or around 8 October 2019.

Description of the Notes	ISIN / Common Code
€500,000,000 1.375 per cent. Fixed Rate Notes due 27 May 2024 (the 2024 Notes)	BE0002239086 / 1321648905
€500,000,000 1.375 per cent. Fixed Rate Notes due 14 January 2026 (the 2026 Notes)	BE0002629104 / 193513832
€250,000,000 1.375 per cent. Fixed Rate Notes due 7 April 2027 (the 2027 Notes)	BE0002276450 / 159337642
€550,000,000 3.25 per cent. Fixed Rate Notes due 4 April 2028 (the 2028 Notes)	BE0002432079 / 091170175
€350,000,000 3 per cent. Fixed Rate Notes due 7 April 2029 (the 2029 Notes)	BE0002466416 / 105416385
€200,000,000 3.5 per cent. Fixed Rate Notes due 4 April 2033 (the 2033 Notes)	BE0002433085 / 091205793

This form must be completed and signed by the relevant Clearing System Participant and the signed form then returned to the Tabulation Agent through the voting website (www.lucid-is.com/elia) so that it is received by the Tabulation Agent by 5.00 p.m. (Brussels time) on 24 October 2019 (or, in order for the relevant Noteholder(s) to be eligible for the Early Participation Fee, by 5.00 p.m. (Brussels time) on 16 October 2019).

Questions and requests for assistance in connection with this Block Voting Instruction may be directed to the Tabulation Agent using the contact details set out below.

Lucid Issuer Services Limited

Tankerton Works
12 Argyle Walk
London WC1H 8HA
United Kingdom

Telephone: +44 20 7704 0880

Fax: + 44 20 3004 1590

Email: elia@lucid-is.com

Attention: Thomas Choquet

Voting Website: www.lucid-is.com/elia

We/I hereby certify that:

- Notes with the aggregate nominal amount specified below are held to my/our order or under my/our control and blocked in the Clearing System as at the date of this Block Voting Instruction and will remain so blocked until the earlier of (i) the date on which this Block Voting Instruction, or relevant part thereof, is validly revoked or cease to be held by me/us or under my/our control, and (ii) the conclusion of the Meeting (or any adjourned such Meeting).
- We/I appoint one or more representatives of the Tabulation Agent or any nominee(s) nominated by it to act as my/our proxy (the **Proxyholder**), to attend the Meeting on my/our behalf and to cast the votes in respect of the Extraordinary Resolution, all as specified below and acknowledge that our below instructions cannot be revoked or amended during the period commencing three Business Days prior to the time of the Meeting or any such adjourned Meeting and ending at the conclusion or adjournment thereof:

- (a) on the following agenda approving the Extraordinary Resolution set out in paragraph (b) below:
- (i) the substitution of the New Issuer on the Issuer Substitution Date (as defined below) in place of the Existing Issuer as issuer and principal debtor in respect of such Series and (save as set out at (ii) below) the release of the Existing Issuer from all its obligations under such Series;
 - (ii) if the TSO Designation Date (as defined below) does not occur on or prior to the Issuer Substitution Date, the giving of a temporary guarantee by the Existing Issuer in respect of the New Issuer's obligations under the Notes of such Series from the Issuer Substitution Date until the TSO Designation Date;
 - (iii) a consequential change to the event of default in Condition 9(g);
 - (iii) the approval of the Reorganisation (as defined below) for the sole purpose of clarifying that the Reorganisation, should it take place, would not constitute an event of default under Condition 9(f) of such Series, and the waiver of any rights Noteholders of such Series may otherwise have in respect of the Reorganisation under Condition 9(f) of such Series, such approval and waiver pursuant to this sub-paragraph (iii) to take effect on the Issuer Substitution Date; and
 - (iv) certain consequential amendments to the relevant Agency Agreement (as defined below),
- in each case subject to satisfaction of the conditions set out in sub-paragraph (5) in paragraph (b) below;
- (b) "THAT this Meeting of the holders of the Notes:
1. (subject to paragraph 5 of this Extraordinary Resolution) assents and agrees to:
 - (a) the modification of the terms and conditions of the Notes (the **Conditions**), as set out in Schedule 1 to the relevant Agency Agreement (as defined in the Notice) and as completed by the relevant Final Terms (as defined in the Notice), to provide for the substitution of Elia Transmission Belgium SA/NV (the **New Issuer**) in place of the Existing Issuer as issuer and principal debtor in respect of the Notes and (save as set out at sub-paragraph (b) below) the release of the Existing Issuer from all its obligations under the Notes, all as more fully set out in the Supplemental Agency Agreement and the Amended and Restated Final Terms (each as defined in paragraph 2 below);
 - (b) if the TSO Designation Date (as defined in the Notice) does not occur on or prior to the Issuer Substitution Date (as defined in the Notice), the giving of a temporary guarantee by the Existing Issuer in respect of the New Issuer's obligations under the Notes from the Issuer Substitution Date until the TSO Designation Date;
 - (c) the (i) approval of the Reorganisation (as defined in the Notice) for the sole purpose of clarifying that the Reorganisation, should it take place, would not constitute an event of default under Condition 9(f), and (ii) waiver of any rights holders of the Notes may otherwise have under Condition 9(f) in respect of the Reorganisation, such approval and waiver pursuant to this sub-paragraph (c) to take effect on and from the Issuer Substitution Date; and
 - (d) the consequential modification of the relevant Agency Agreement and the event of default in Condition 9(g),

in each case to take effect on and from the Issuer Substitution Date and all as more fully set out in the relevant Supplemental Agency Agreement, Amended and Restated Final Terms and Guarantee;
 2. (subject to paragraph 5 of this Extraordinary Resolution) assents to and authorises, directs, requests and empowers:
 - (a) the execution and (where applicable) delivery of

- (i) an amended and restated final terms in respect of the Notes (the **Amended and Restated Final Terms**) by the Existing Issuer and the New Issuer;
- (ii) a supplemental agency agreement (the **Supplemental Agency Agreement**) to supplement the relevant Agency Agreement by the Existing Issuer, the New Issuer and the Agent; and
- (iii) a guarantee (the **Guarantee**) by the Existing Issuer,

in each case to effect the modifications and other matters referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the drafts produced to this Meeting and for the purpose of identification signed by the chairman thereof; and

- (b) the Existing Issuer, the New Issuer and the Agent to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;
3. discharges and exonerates the Agent from all liability for which it may have become or may become responsible under the relevant Agency Agreement or the Notes in respect of any act or omission in connection with this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications;
 4. (subject to paragraph 5 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Existing Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
 5. declares that the implementation of this Extraordinary Resolution shall be conditional on:
 - (a) the passing of this Extraordinary Resolution and, if the relevant Extraordinary Resolution is passed at an adjourned Meeting by a majority representing less than one-third of the outstanding nominal amount of the relevant Series, homologation of the relevant Extraordinary Resolution by the Court of Appeal of Brussels;
 - (b) the Consent Solicitation not having been terminated in accordance with the provisions for such termination set in the Consent Solicitation Memorandum; and
 - (c) the quorum required for, and the requisite majority of votes cast at, the Meeting being satisfied by Eligible Noteholders, irrespective of any participation at the Meeting by Ineligible Noteholders (and would also have been so satisfied if any Ineligible Noteholders who provide confirmation of their status as Ineligible Noteholders and waive their right to attend and vote (or be represented) at the Meeting had actually participated at the Meeting) and further resolves that, in the event the Extraordinary Resolution is passed at the Meeting but this condition is not satisfied, the chairman of the Meeting is hereby authorised, directed, requested and empowered to adjourn this Meeting on the same basis (including quorum) as for an adjournment of the Meeting where the necessary quorum is not obtained, for the purpose of reconsidering resolutions 1 to 7 of this Extraordinary Resolution (with the exception of resolution 5(c) of this Extraordinary Resolution) at the adjourned Meeting, and in place of the foregoing provisions of resolution 5(c) the relevant condition will be satisfied if the quorum required for, and the requisite majority of votes cast at, the adjourned Meeting are satisfied by Eligible Noteholders irrespective of any participation at the adjourned Meeting by Ineligible Noteholders (and would also have been so

satisfied if any Ineligible Noteholders who provide confirmation of their status as Ineligible Noteholders and waive their right to attend and vote (or be represented) at the Meeting had actually participated at the adjourned Meeting);

6. irrevocably waives any claim that Noteholders may have against the Agent arising as a result of any loss or damage which Noteholders may suffer as a result of the Agent acting upon this Extraordinary Resolution and/or its entry into and performance under the Supplemental Agency Agreement and confirms that Noteholders further confirm that they will not seek to hold the Agent liable for such loss or damage; and
7. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

Agent means BNP Paribas Securities Services SCA, Brussels Branch;

Consent Solicitation in respect of the Notes means the invitation by the Existing Issuer to all Eligible Noteholders to consent to the modifications referred to in this Extraordinary Resolution, as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

Consent Solicitation Memorandum means the consent solicitation memorandum dated 8 October 2019 prepared by the Existing Issuer in relation to the Consent Solicitation in respect of the Notes;

Existing Issuer means Elia System Operator SA/NV;

Eligible Noteholder means each Noteholder who has confirmed it is (a) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (b) otherwise a person to whom the Consent Solicitation in respect of the Notes can be lawfully made and that may lawfully participate in the Consent Solicitation in respect of the Notes;

Ineligible Noteholder means each Noteholder who is not an Eligible Noteholder;

New Issuer means Elia Transmission Belgium SA/NV; and

Notice means the convocation convening this Meeting, among others, dated on or around 8 October 2019.”

3. The Proxyholder is authorised to:
 - (i) participate in all deliberations and vote on behalf of the Noteholders on the Extraordinary Resolution in respect of the relevant Series in accordance with the instructions set out herein;
 - (ii) sign the attendance list, the minutes of the relevant Meeting and all annexes attached thereto; and
 - (iii) anything necessary or useful (in the sole determination of the Existing Issuer) to execute this proxy, with a promise of ratification.

Each Noteholder whose Notes are the subject of this Block Voting Instruction shall ratify and approve all acts carried out by the Proxyholder. The Proxyholder will vote on behalf of each Noteholder whose Notes are the subject of this Block Voting Instruction in accordance with the voting instructions given below.

In case of absence of voting instructions given to the Proxyholder in respect of an Extraordinary Resolution, or if, for whatever reason, there is a lack of clarity with regard to the voting instructions given, the Proxyholder will always vote in favour of the Extraordinary Resolution in respect of the relevant Series.

4. Each holder of the Notes which are the subject of this Block Voting Instruction is an Eligible Noteholder or an Ineligible Noteholder, as specified below (tick as applicable).

Each holder of the Notes which are the subject of this Block Voting Instruction is an Eligible Noteholder; or

Each holder of the Notes which are the subject of this Block Voting Instruction is an Ineligible Noteholder.

where:

- (i) an **Eligible Noteholder** means a Noteholder who has confirmed it is (a) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (b) otherwise a person to whom the Consent Solicitation in respect of the Notes can be lawfully made and that may lawfully participate in the Consent Solicitation in respect of the Notes; and
- (ii) an **Ineligible Noteholder** means a Noteholder who is not an Eligible Noteholder.

A separate Block Voting Instruction must be completed in respect of Eligible Noteholders and Ineligible Noteholders. The same Block Voting Instruction cannot be submitted in respect of both Eligible Noteholders and Ineligible Noteholders.

5. The details of the Notes* which are the subject of this Block Voting Instruction are as follows:

Description of the Notes	ISIN / Common Code	Aggregate nominal amount of the relevant Notes voting FOR the relevant Extraordinary Resolution**	Aggregate nominal amount of the relevant Notes voting AGAINST the relevant Extraordinary Resolution**	Aggregate nominal amount of the relevant Notes for which the relevant Noteholder abstains from voting**
€500,000,000 1.375 per cent. Fixed Rate Notes due 27 May 2024	BE0002239086 / 1321648905	€.....	€.....	€.....
€500,000,000 1.375 per cent. Fixed Rate Notes due 14 January 2026	BE0002629104 / 193513832	€.....	€.....	€.....
€250,000,000 1.375 per cent. Fixed Rate Notes due 7 April 2027	BE0002276450 / 159337642	€.....	€.....	€.....
€550,000,000 3.25 per cent. Fixed Rate Notes due 4 April 2028	BE0002432079 / 091170175	€.....	€.....	€.....
€350,000,000 3 per cent. Fixed Rate Notes due 7 April 2029	BE0002466416 / 105416385	€.....	€.....	€.....

Description of the Notes	ISIN / Common Code	Aggregate nominal amount of the relevant Notes voting FOR the relevant Extraordinary Resolution**	Aggregate nominal amount of the relevant Notes voting AGAINST the relevant Extraordinary Resolution**	Aggregate nominal amount of the relevant Notes for which the relevant Noteholder abstains from voting**
€200,000,000 3.5 per cent. Fixed Rate Notes due 4 April 2033	BE0002433085 / 091205793	€.....	€.....	€.....

* *A Clearing System Participant may submit one Block Voting Instruction which includes instructions in respect of more than one owner of Notes and in relation to multiple Series of Notes provided such beneficial owners are either all Eligible Noteholders or all Ineligible Noteholders, not a combination of both. The names of the relevant Noteholder(s) may be requested at a future date and must be made available to the Tabulation Agent upon request.*

** *Complete as appropriate and cross out what is not applicable.*

7. The following bank account details should be used for payment of the Early Participation Fee to the Clearing System Participant for onward payment to the relevant Noteholders (if applicable):

Account: IBAN: BIC:

Accountholder:

Pursuant to the Consent Solicitation, each Eligible Noteholder (or, if such Eligible Noteholder is not a Clearing System Participant, the relevant Clearing System Participant on its behalf) from whom a valid Block Voting Instruction is received by the Tabulation Agent by the Early Participation Deadline will, subject to the conditions set out in the Consent Solicitation Memorandum, be eligible to receive the Early Participation Fee, all as more fully described in the Consent Solicitation Memorandum. **Please note that failure to specify the requested account details will mean that the Early Participation Fee will not be payable to the relevant Clearing System Participant.**

Each Block Voting Instruction shall, unless validly revoked, remain valid for the adjourned Meeting.

SIGNING OF THIS BLOCK VOTING INSTRUCTION

Done at, * on**

Signature(s):***

Please date and sign.

* *Insert location for place of signing.*

** *Insert date of signing.*

*** *Clearing System Participants must specify the name, first name and title of the natural person(s) who sign on their behalf.*

Name of Clearing System Participant:

Name of contact person at Clearing System Participant:

Telephone number of contact person at Clearing System Participant:

Email address of contact person at Clearing System Participant: