

EXPRESSION OF INTEREST

MEDICAL ISOTOPE PRODUCTION
AT THE BRUCE POWER NUCLEAR GENERATING STATION

March 10, 2022

Expression of Interest

1.0 Purpose and Background

1.1 Isogen Corp (“Isogen”) and Bruce Power L.P. (“BP”) issue this Expression of Interest (the “EOI”) in order to solicit information and market opportunities (collectively, “Information”) from entities (the “Proponents”) interested in the production of medical isotopes at the Bruce Power Nuclear Generating Station (“BPNS”) (the “Proposals”). The requirements of these Proposals are more fully described in Section 3.0. The Proponents in receipt of this EOI are invited to submit a response to this EOI (the “Response”) which must provide the information requested in this EOI for the Proposals.

1.2 This EOI is provided by Isogen and BP on March 10, 2022. This EOI (including its Schedules) are collectively referred to as the “EOI Documents”.

2.0 EOI Process

2.1 This EOI sets out the process (the “EOI Process”) which Isogen and BP, on their own behalf, will use to evaluate the information.

2.2 Interested Proponents must complete the Schedule A-Expression of Interest.

2.3 Schedule A-Expression of Interest forms part of this EOI and must be completed and electronically submitted by no later than the date and time specified in Section 3.1(b) to Isogen & BP c/o:

Attention: Travis Besanger

E-Mail: travis.besanger@kinectrics.com

(the “Isogen Representative”)

Attention: Maia Ingram

E-Mail: Maia.Ingram@brucepower.com

(the “Bruce Power Representative”)

Failure to respond by such specified time and date may, in the discretion Isogen & BP, disqualify the Proponent from this EOI Process.

Any attempt by a Proponent or any of its employees, agents, contractors or representatives to contact any person other than the Bruce Power Representative or Isogen Representative with respect to this EOI may result in Isogen and BP, in their sole and unrestricted discretion, disqualifying the Response of such Proponent.

Expression of Interest

3.0 The Proposals

The purpose of this EOI is a first step towards engaging Proponents to secure long-term isotope supply agreements. As such the EOI aims to gain an understanding of the demand for new, novel, and existing medical isotopes such that Isogen and BP can plan current and future isotope production capacity and future Isotope Production System (“IPS”) functionality and investments.

EOI Responses ideally include (as applicable):

- The medical isotope or isotopes of interest;
- The required volume of the isotope(s) in Tbq, the desired irradiation time and frequency of harvest;
- The stable isotope starting material, chemical and physical form, amount (mass), isotopic enrichment level; and
- Any other required or desired functional, technical or logistical aspect that enable the production and supply of the isotope(s) of interest.

As background, the average expected neutron flux a Proponent can expect for irradiations at the BPNS within the IPS is approximately 4.5×10^{14} n/s/cm²

Note: Isogen and BP explicitly exclude any and all EOIs related to the production of no-carrier-added Lutetium-177 (nca Lu-177) based on the irradiation of Ytterbium-176 (Yb-176) as well as the production of Co-60.

3.1 EOI Schedule

The following targeted schedule dates for this EOI are subject to change at the sole and unrestricted discretion of Isogen and BP, without liability to either Isogen or BP:

- | | | |
|-----|----------------------------------|---|
| (a) | March 10, 2022 | EOI Issue Date |
| (b) | June 30, 2022 at 5:00 p.m. (EST) | Closing Date and Time for Submission of Responses |

3.2 Subject to Section 3.3, Isogen and BP may, in their sole and unrestricted discretion, circulate all inquiries or other communications regarding this EOI, along with any Isogen and BP replies, to all of the Proponents.

3.3 If a Proponent considers an inquiry to be commercially sensitive to that particular Proponent, the Proponent may submit the inquiry on a confidential basis. If

Expression of Interest

Isogen and BP disagree with the Proponent's claim of commercial sensitivity, Isogen and BP will give the Proponent an opportunity to withdraw its request for the inquiry to be treated on a confidential basis or withdraw the inquiry altogether. If Isogen and BP determine, in their sole and unrestricted discretion, that an inquiry submitted by a Proponent on a confidential basis, even if it is withdrawn by such Proponent, is of general application or would provide a significant clarification of the EOI, Isogen and BP may issue a clarification to the Proponents that deals with the same subject matter as the withdrawn inquiry. If Isogen and BP agree with the Proponent's claim of commercial sensitivity, then Isogen and BP will treat the inquiry and response on a confidential basis and provide a response solely to the Proponent that submitted the inquiry.

4.0 Response Completion

- 4.1 It is the sole responsibility of each Proponent to carefully review this EOI (including its Schedules) in order to gain a thorough understanding of the instructions and requirements specified herein.
- 4.2 The Response must be fully completed in a clear and legible manner and must be in English.

5.0 Release and Discharge

- 5.1 Upon submitting their Responses to Isogen and BP each Proponent fully and forever releases and discharges Isogen and Bruce Power L.P. (and each of their respective owners, shareholders, general partners and limited partners, and their respective officers, directors, shareholders, consultants, representatives and agents, (collectively the "**Isogen and BP Parties**") and (ii) of any and all liability or obligation to such Proponent in respect of this EOI or the EOI Process.

6.0 Response Ownership

- 6.1 In consideration of Isogen and BP evaluating a Response, all submitted Responses and support documentation provided by the Proponents become the property of Isogen and BP and will not be returned. All information obtained by Isogen and BP from a Proponent in connection with this EOI may be disclosed and distributed to the Isogen and BP Parties on a need-to-know basis.

7.0 Compliance

- 7.1 Proponents will comply with all applicable laws, rules and regulations and will obtain and comply with all necessary permits, licences and approvals (if any).

Expression of Interest

8.0 **Not an Offer**

8.1 This EOI does not constitute an offer of any nature or kind whatsoever by Isogen and BP to the Proponents nor does it constitute any basis of any contract. Contractual obligations between Isogen and BP and a Proponent will arise only when an agreement is executed and delivered to a Proponent and will be limited to and by the terms and conditions as set out in such agreement.

8.2 Each Proponent acknowledges and agrees that by submitting a Response to this EOI, none of Isogen and BP and the Isogen and BP Parties will have any liability or obligation to any Proponent. Upon submitting its EOI Response, a Proponent thereby fully and forever releases and discharges each and every one of the Isogen and BP Parties of all liability and obligations whatsoever or howsoever arising in connection with or arising out of this EOI.

9.0 **Confidentiality**

9.1 The EOI and all other documentation and information provided to the Proponent in connection with the EOI Process are “**Confidential Information**”.

9.2 The Proponent may not reproduce, modify, disclose, distribute or publish any portion of this EOI (including any amendment hereto) or any information about Isogen and BP without the prior written approval of Isogen and BP, save and except for the strict purpose of preparing a Response, and provided always that any such reproduction, modification, disclosure, distribution or publication of this EOI will only be made to or for the Proponent’s employees or advisors on a strict need-to-know basis. The Proponent agrees to treat any information provided by Isogen and BP in the EOI or in relation thereto as strictly confidential and to divulge only those segments of the information to others as reasonably required to prepare this Response, and to bind all recipients of divulged information to the same obligations of confidentiality.

9.3 Each Proponent will indemnify Isogen and BP and the Isogen and BP Parties and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation and liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered or incurred by any of them arising as a result of or in connection with any breach of the confidentiality provisions of this Section 9 by the Proponent or by any person to whom the Proponent has disclosed the Confidential Information.

9.4 Notwithstanding anything else to the contrary in this EOI, the provisions of this Section 9 will survive any cancellation of this EOI Process and the conclusion of the EOI Process and will be legally binding on the Proponents who receive a copy of this EOI whether or not they submit a Response in the EOI Process.

Expression of Interest

10.0 **Disclaimer and Rights**

10.1 Costs. Isogen and BP will not be liable for any damages or to provide any compensation for reimbursement of any costs, whatsoever or howsoever incurred by the Proponents resulting directly or indirectly from this EOI and the EOI Process.

10.2 No Warranty. Isogen and BP does not warrant the accuracy of and is in no way bound by the information supplied to the Proponents during the EOI Process by any official, employee, consultant or agent of Isogen and BP.

10.3 Verification & Clarification. Isogen and BP have the right to verify or clarify any information submitted in a Response with the Proponent or with third parties and to request supplementary information from any Proponent during the EOI Process. The Proponent will assist Isogen and BP in this regard by making itself, its employees, and its facilities and all reasonably requested information available to Isogen and BP upon request. Additional information obtained by Isogen and BP through these means will, in Isogen and BP's sole and unrestricted discretion, be determined to constitute part of the Proponent's Response. Isogen and BP may, in its sole and unrestricted discretion, waive any requirement of the Response or request amendment where, in the opinion of Isogen and BP, there is an irregularity or omission in the information that is not material to the Response.

10.4 Modification. Until one (1) business day prior to the Closing Date, Isogen and BP have the right to modify, revise, amend or waive any provision of this EOI through the issuance of addenda, including extending or delaying the Closing Date or any other scheduled dates relating to this EOI Process. Responses shall be subject to any such modification, amendment, or revision. Discrepancies or conflicts between the EOI modifications, amendments or revisions and the original EOI will be resolved in favour of the last submitted addendum. The Proponents are solely responsible to ensure that they have received all addenda issued by IsoGen and BP.

10.5 Discretion. The Proponents acknowledge and agree that whenever in the EOI, IsoGen and BP have the right to exercise their discretion, make a determination or grant approval or consent, IsoGen and BP may exercise such discretion, make such determination or grant such approval or consent in their sole discretion and in an unrestricted manner.

10.6 IsoGen and BP are not bound to invite any Proponent(s) to participate in a request for qualifications and/or request for proposal (RFP) process following this EOI Process and reserve the right, exercisable in their sole and unrestricted discretion, to select any Proponents or other entities who have not participated in the EOI Process to participate in a request for qualifications and/or RFP process.

11.0 **Miscellaneous**

11.1 IsoGen and BP further reserve the right to (i) cancel this EOI at any time without any obligation or any reimbursement to any Proponent or (ii) issue a new EOI or

Expression of Interest

other process, which may or may not be extended to one or more of the Proponent(s) to this EOI.

- 11.2** The Proponents may not assign any interest they have in the EOI in whole or in part.
- 11.3** Headings and any table of contents included in this EOI are included for convenience of reference and will not be used to interpret any provision of this RFI.
- 11.4** In this EOI, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 11.5** This EOI will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11.6** All of the provisions of this EOI or the Response that are intended or purport to limit the liability of Isogen and BP or the IsoGen and BP Parties will survive indefinitely.

Expression of Interest

SCHEDULE A

ISOGEN & BRUCE POWER EXPRESSION OF INTEREST – MEDICAL ISOTOPE PRODUCTION

In addition to the completion and submission of this Schedule A, Proponents are welcome to include a reasonable amount of supporting documents.

Proponent name:

Project title:

Date submitted (MM/DD/YY):

Proponent Information

Description of Proponent, including a summary of the project team and a profile of any key project staff. (max. 200 words):

General Information

1. EOI Contact Information

Name:

Title:

Proponent:

Facility:

Address:

Telephone:

Email:

Project responsibilities (if applicable):

2. Project Information

This section provides Isogen and BP with a clear summary overview of the project and its relevance to the EOI purpose set out on Page 1.

Expression of Interest

3. General Project Information:

Project title	
Desired Isotope Production Start Date (YYYY/MM)	
Desired Isotope Production Volume (Tbq / per time period)	
Desired Irradiation Cycle and Harvest Frequency	
Stable Isotope Starting Material (Chemical / physical form, enrichment level, mass, etc.)	
Location of medical isotope processing post-harvest	
Other requirements	

Expression of Interest

The Proponent hereby fully and forever releases and discharges Isogen and BP and the Isogen and BP Parties of all liability and obligations whatsoever or howsoever arising in connection with or arising out of this EOI.

[THE PROPONENT FULL LEGAL NAME]

Per: _____

Name [print]:

Title [print]:

Dated: