

Payment Plan Agreement Pursuant to ERCOT Protocol Section 9.19

Electric Reliability Council of Texas, Inc. ("ERCOT") and Hanwha Energy USA Holdings Corp dba 174 Power Global ("Market Participant") hereby enter into this Payment Plan Agreement ("PPA"). Upon execution of this PPA, ERCOT will use its discretion under Public Utility Commission of Texas ("PUCT") Order Directing ERCOT to Take Action and Granting Exception to ERCOT Protocols, in PUCT Project No. 51812 (February 21, 2021) to suspend the deadline by which Market Participant must fulfill the payment obligations set forth in Attachment A: Payment Plan Schedule, unless ERCOT terminates the PPA earlier for Market Participant's failure to satisfy obligations under the PPA, ERCOT Protocols or the Standard Form Market Participant Agreement ("SFA"). This PPA does not waive or otherwise preclude enforcement activity against Market Participant by the PUCT for any reason, and Market Participant assumes all risks associated with any enforcement action taken by the PUCT. ERCOT will post this PPA on the Market Information System ("MIS") Secure Area and the ERCOT website.

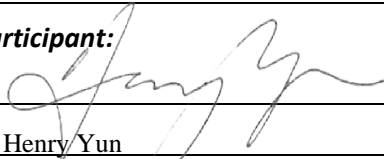
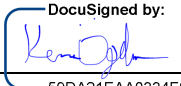
Terms and conditions of the PPA, including Market Participant's representations, warranties and covenants:

- The effective date of this PPA ("Effective Date") shall be the date of signing of this PPA by the last signatory;
- Market Participant does not have any outstanding payments due to any Transmission and Distribution Utility ("TDU") and will remain in good standing with any TDU throughout the term of this PPA;
- Market Participant does not have any outstanding payments due to ERCOT for Electric Reliability Organization ("ERO") fees or Wide Area Network ("WAN") fees;
- Failure by Market Participant to provide Financial Security or make any payment in accordance with this PPA, or otherwise violate the terms of this PPA or the ERCOT Protocols will result in immediate Default and termination of Market Participant's SFA;
- Market Participant will provide ERCOT with irrevocable and unconditional standby Letters of Credit and Guarantee Agreements, as provided for under ERCOT Protocol Section 16.11.3, and in accordance with the Financial Security requirements set forth in Attachment A: Payment Plan Schedule, attached hereto;
- Market Participant will provide ERCOT with the initial irrevocable and unconditional standby Letter of Credit and Guarantee Agreement, as set forth in Attachment A: Payment Plan Schedule, no later than May 1, 2021;
- The required Financial Security set forth in Attachment A: Payment Plan Schedule, is only intended to cover Market Participant's exposure related to the short pay amounts contemplated under this PPA, and does not reduce or eliminate Market Participant's Financial Security obligations under the ERCOT Protocols;
- While Financial Security obligations of Market Participant will continue to be calculated by ERCOT systems during the term of this PPA, ERCOT will refrain from taking collection actions against Market Participant for system-generated collateral requests if Market Participant's total Financial Security with ERCOT is sufficient to cover the total Financial Security requirements set forth in Attachment A: Payment Plan Schedule, and Market Participant's Total Potential Exposure (TPE) associated with ongoing market activity as determined by ERCOT;
- ERCOT will provide Market Participant with daily TPE requirements associated with Market Participant's ongoing activity;
- Market Participant will make payments to ERCOT under this PPA in accordance with the payment requirements set forth in Attachment A: Payment Plan Schedule, attached hereto;

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- If, at any time, Market Participant’s short pay amounts under this PPA are reduced or eliminated for any reason, the payment requirements set forth in Attachment A: Payment Plan Schedule, attached hereto, will be reduced by a corresponding amount, and upon Market Participant’s request, if ERCOT determines that no sums remain owed by Market Participant for any financial obligations incurred under the ERCOT Protocols, ERCOT will refund such excess amounts;
- Market Participant will not actively acquire new customers during the term of the PPA;
- Unless otherwise set forth in this PPA, Market Participant shall comply with, and be bound by all ERCOT Protocols, provided that notwithstanding anything to the contrary contained herein, no breach by Market Participant of ERCOT Protocols in relation to the payments made under this PPA will constitute a breach of the ERCOT Protocols provided Market Participant is in compliance with this PPA; and
- Should Market Participant make a late payment to ERCOT subsequent to this PPA, it will be considered a second “Late Payment” under ERCOT Protocol Section 16.11.6.2.2.

SIGNED, ACCEPTED AND AGREED TO by each undersigned signatory who, by signature hereto, represents and warrants that he or she has full power and authority to execute this PPA.

Market Participant: By: <u></u> Name: <u>Henry Yun</u> Title: <u>President</u> Date: <u>4/23/2021</u>	ERCOT: DocuSigned by: By: <u></u> Name: <u>Kenan Ögelman</u> Title: <u>Vice President of Commercial Operations</u> Date: <u>April 23, 2021 12:47 PM PDT</u>
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Approved as to form (ERCOT Legal): 

Attachment A:
Payment Plan Agreement Schedule

Payment Requirements	
Payment Due Date (3:00 PM Central Prevailing Time)	Payment Amount
Friday, March 26, 2021	\$15,175,049.05
Wednesday, June 30, 2021	\$16,725,674.98
Thursday, September 30, 2021	\$16,725,674.98
Thursday December 30, 2021	\$16,725,674.97
Total Amount Due by December 30, 2021:	\$65,352,073.98

Paid March 26, 2021

Financial Security Requirements		
Dates	Letter of Credit	Guarantee Agreement
May 1, 2021 - June 30, 2021	\$15 million	\$15 million
July 1, 2021 - September 30, 2021	\$15 million	\$10 million
October 1, 2021 - December 30, 2021	\$10 million	\$5 million