SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2023-03-24**
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SUBJECT COMPANY

Bloom Energy Corp

CIK:**1664703**| IRS No.: **770565408** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-90586** | Film No.: **23759493**
SIC: **3620** Electrical industrial apparatus

Mailing Address	Business Address
4353 NORTH FIRST STREET	*4353 NORTH FIRST STREET*
SAN JOSE CA 95134	*SAN JOSE CA 95134*
	408-543-1500

FILED BY

SK ecoplant Co., Ltd.

CIK:**1944449**| IRS No.: **000000000**
Type: **SC 13D/A**

Mailing Address	Business Address
19 YULGOK-RO 2-GIL	*19 YULGOK-RO 2-GIL*
JONGNO-GU	*JONGNO-GU*
SEOUL M5 03149	*SEOUL M5 03149*
	02-3700-7114

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 3)

Bloom Energy Corporation
(Name of Issuer)

Class A Common Stock, par value $0.0001 per share
(Title of Class of Securities)

093712107
(CUSIP Number)

Seongju Lim, SK ecoplant Co, Ltd. 19 Yulgok-ro 2-gil, Jongno-gu, Seoul 03149, +82-2-3700-9201
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 20, 2023
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D/A, and is filing this schedule because of 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See 240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D/A

CUSIP No.	**093712107**

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) SK ecoplant Co., Ltd.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

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	(a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) WC, BK		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☒		
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Republic of Korea		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 10,000,000 shares of Class A Common Stock[1]	
	8	SHARED VOTING POWER 13,491,701 shares of Class A Common Stock[1,2]	
	9	SOLE DISPOSITIVE POWER 10,000,000 shares of Class A Common Stock[1]	
	10	SHARED DISPOSITIVE POWER 13,491,701 shares of Class A Common Stock[1,2]	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,491,701 shares of Class A Common Stock		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.5%[3]		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

1 SK ecoplant Co., Ltd.'s ("SK's") beneficial ownership of the Class A Common Stock of Bloom Energy Corporation (the "Issuer") consists of (i) 10,000,000 shares of Class A Common Stock held of record by SK and (ii) 13,491,701 shares of Class A Common Stock issuable upon conversion of the Issuer's Series B Redeemable Convertible Preferred Stock (the "Series B Preferred Stock") to be acquired by Econovation, LLC ("Econovation"), of which SK is the managing member. Econovation will acquire these shares pursuant to the Securities Purchase Agreement dated October 23, 2021, between the Issuer and SK, as amended by the Amendments to the Securities Purchase Agreement and the Investor Agreement, dated as of March 20, 2023 (the "Amendment"), and pursuant to the Early Close Agreement, dated February 27, 2023 between the Issuer, SK and Econovation, under which the Issuer agreed to issue such shares to Econovation upon SK's payment for these shares (the "Assignment"), as further summarized below.

2 SK and Econovation share voting power over the 13,491,701 shares of the Issuer's Class A Common Stock issuable upon conversion of the shares of the Series B Preferred Stock as a result of SK being the managing member of Econovation.

3 Based on: (i) 191,311,168 shares of the Issuer's Class A Common Stock outstanding, as provided to us by the Issuer, and (ii) 13,491,701 shares of the Issuer's Class A Common Stock issuable upon conversion of all outstanding shares of the Series B Preferred Stock to be acquired by Econovation.

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CUSIP No.	093712107

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Econovation, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF, WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☒	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Republic of Korea	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 13,491,701 shares of Class A Common Stock[1,2]
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 13,491,701 shares of Class A Common Stock[1,2]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,491,701 shares of Class A Common Stock	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.6%[3]	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

1 Consists of 13,491,701 shares of the Issuer's Class A Common Stock issuable upon conversion of Series B Preferred Stock to be acquired pursuant to the Assignment.

2 SK and Econovation share voting power over the 13,491,701 shares of the Issuer's Class A Common Stock issuable upon conversion of the Series B Preferred Stock as a result of SK being the managing member of Econovation.

3 Based on: (i) 191,311,168 shares of the Issuer's Class A Common Stock outstanding, as provided to us by the Issuer, and (ii) 13,491,701 shares of the Issuer's Class A Common Stock issuable upon conversion of all outstanding shares of Series B Preferred Stock to be acquired by Econovation.

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CUSIP No.	**093712107**

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Blooming Green Energy Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☒		
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Republic of Korea		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0 shares of Class A Common Stock[1]	
	8	SHARED VOTING POWER 0 shares of Class A Common Stock[1],	
	9	SOLE DISPOSITIVE POWER 0 shares of Class A Common Stock[1]	
	10	SHARED DISPOSITIVE POWER 0 shares of Class A Common Stock[1],	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 shares of Class A Common Stock		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%		
14	TYPE OF REPORTING PERSON (See Instructions) OO		

[1] Blooming Green Energy Limited (the "SPC") is deemed a member of a group with SK and Econovation with respect to the 13,491,701 shares of the Issuer's Series B Preferred Stock to be acquired by Econovation; however, because SK is currently the managing member of Econovation, the SPC is not deemed to have voting or dispositive power over the 13,491,701 shares of the Issuer's Class A Common Stock issuable upon conversion of the Series B Preferred Stock and is therefore not a beneficial owner of such shares.

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Explanatory Note

This Amendment No. 3 (this "Amendment") amends the Schedule 13D filed on October 4, 2022 (the "Original 13D"), by SK ecoplant Co., Ltd. ("SK"), as amended by Amendment No. 1 thereto, which was filed on December 6, 2022, and by Amendment No. 2 thereto, which was filed on March 14, 2023, and is made pursuant to Rule 13d-1(a) of the Act. By way of background and as described in Amendment No.2:

(i) On October 23, 2021, SK entered into the Securities Purchase Agreement (the "Issuer SPA"), between SK and Bloom Energy Corporation, a Delaware corporation (the "Issuer"), under which SK acquired 10,000,000 shares of Series A Redeemable Convertible Preferred Stock (the "RCPS") of the Issuer and a right to purchase 13,491,701 shares of the Issuer's Class A Common Stock (the "Second Tranche Shares"). On December 9, 2022, SK converted the RCPS into 10,000,000 shares of the Issuer's Class A Common Stock. The Issuer SPA is incorporated by reference herein as Exhibit A.

(ii) On August 10, 2022, SK delivered to the Issuer a notice to purchase the Second Tranche Shares pursuant to the Issuer SPA. On August 16, 2022, SK and the Issuer entered into the Side Letter (the "Side Letter"), which specified that the purchase of the Second Tranche Shares would occur the later of December 6, 2022 or the date upon receiving certain regulatory approval. The Side Letter is incorporated by reference herein as Exhibit B.

(iii) On December 6, 2022, SK and the Issuer amended the Side Letter (the "Side Letter Amendment") to delay the closing of such purchase until March 31, 2023, unless an earlier date was mutually agreed upon by the parties and assuming the satisfaction of applicable regulatory clearances. The Side Letter Amendment is incorporated by reference herein as Exhibit C.

(iv) On February 27, 2023, SK, the Issuer and Econovation, LLC, a Delaware limited liability company for which SK is the managing member ("Econovation"), entered into the Early Close Agreement (the "Early Close Agreement"), pursuant to which the Issuer agreed to issue the Second Tranche Shares to Econovation upon SK's payment to the Issuer for the Second Tranche Shares. The Early Close Agreement is filed as Exhibit D.

(v) On March 9, 2023, SK, Blooming Green Energy Limited, a company formed under the laws of the Republic of Korea (the "SPC" and together with SK and Econovation, the "Reporting Persons"), Econovation and ESG Blooming Private Equity Fund, a private equity fund formed under the laws of the Republic of Korea (the "PEF") entered into the Securities Purchase Agreement (the "Econovation SPA"), pursuant to which the SPC agreed to purchase Class A Common Membership Interests from SK and related matters. The Econovation SPA is filed as Exhibit E.

This Amendment discloses the following:

(i) As of March 20, 2023, SK and the Issuer entered into the Amendment to the Securities Purchase Agreement and Investor Agreement (the "Bloom Amendment"), as summarized in Item 4 below. The Bloom Amendment is filed as Exhibit F.

(ii) As of March 20, 2023, in connection with the entrance into the Bloom Amendment, the Issuer designated a new Series B Redeemable Convertible Preferred Stock, the terms of which are set forth in the Certificate of Designation (the "Series B RCPS Certificate of Designation") and summarized in Item 4 below. The Series B RCPS Certificate is filed as Exhibit G.

(iii) As of March 23, 2023, SK and Econovation entered into the Contribution Agreement (the "Contribution Agreement"), as summarized in Item 4 below. The Contribution Agreement is filed as Exhibit H.

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(iv) As of March 24, 2023, SK, Econovation, the SPC and the PEF amended and restated the Econovation SPA (as amended and restated, the "Econovation Amendment") to conform to the terms of the transaction to those contained in the Bloom Amendment, as summarized in Item 4 below. The Econovation Amendment is filed as Exhibit I.

(v) As of March 24, 2023, SK and the SPC amended and restated the Limited Liability Company Agreement of Econovation (the "LLC Agreement"), which is summarized in Item 4 below. The LLC Agreement is filed as Exhibit J.

(vi) As of March 24, 2023, SK, Econovation and the SPC entered into the Members Agreement (the "Members Agreement"), which is summarized it Item 4 below. The Members Agreement is filed as Exhibit K.

(vii) As of March 20, 2023, the Issuer entered into a Shareholder's Loan Agreement with SK (the "Shareholder's Loan Agreement"), which is summarized in Item 4 below. The Shareholder's Loan Agreement is filed as Exhibit M.

Item 4. Purpose of Transaction

Item 4 of Schedule 13D is hereby amended by adding the following prior to the ultimate paragraph therein:

Bloom Amendment

As of March 20, 2023, the Issuer and SK entered into the Bloom Amendment, pursuant to which the Second Tranche Shares consist of 13,491,701 shares of the Issuer's Series B Redeemable Convertible Preferred Stock (the "Series B RCPS") which will be issued pursuant to the Certificate of Designations of the Issuer and which SK has agreed to purchase by March 24, 2023, unless earlier agreed upon by the parties. Under the amendment to the Investor Agreement, SK's right to designate a member of the Issuer's Board of Directors will not arise until SK's shares of Series B RCPS are converted into shares of Class A Common Stock.

The description of the Bloom Amendment contained in this Item 4 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit F hereto.

Series B RCPS Certificate of Designation

As of March 20, 2023, the Issuer designated the shares of new series preferred stock that is the designated as "Series B Redeemable Convertible Preferred Stock," with the following terms:

- The number of shares is limited to 13,491,701, with a par value of 0.0001 per share
- In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Issuer, or a Deemed Liquidation Event (as defined below), the holders of the Series B RCPS shall be entitled to receive, before any payment is made to Common Stockholders, the greater of the following:
  - the Liquidation Preference (meaning the number of share of Series B RCPS held by such holder multiplied by $23.05, as adjusted for stock splits, combinations, reorganizations and the like), and
  - the Liquidation Preference divided by the then current Conversion Price of $23.05 per share;
  - with a "Deemed Liquidation Event" meaning one of the following transactions, unless the holders of at least a majority of the then outstanding shares of Series B RCPS (voting as a separate series) elect:
    - any transaction as a result of which the stockholders of the Issuer immediately prior to such transaction no longer hold, immediately following such transaction, shares of capital stock of the Issuer representing at least a majority by voting power of the surviving party; and

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- the sale, lease or other disposition, in a single transaction or series of related transactions, by the Issuer or any subsidiary of the Issuer of all or substantially all the assets of the Issuer and its subsidiaries taken as a whole.

- The Series B RCPS will have no voting rights.

- The Issuer may not, without the affirmative vote of the holders of at least a majority of the then outstanding shares of Series B RCPS, do any of the items listed below:

  - increase the authorized number of shares of Series B Preferred Stock;

  - authorize or create any security that is senior to or on a parity with the Series B RCPS or increase or decrease the authorized number of shares of any such new class or series of capital stock; or

  - amend or modify any provision of the Certificate of Incorporation of the Issuer in a way that adversely affects the rights, preferences or privileges of the Series B RCPS; or

  - redeem the Series B RCPS.

- The Series B RCPS will be convertible at any time by the holders at the Conversion Price, subject to customary antidilution adjustments, and will be mandatorily convertible on the six month anniversary of their issue date.

- The Series B RCPS will not pay dividends.

- The Series B RCP will be redeemable, at the option of the holders, at the redemption price per share of $310,957,102 divided by the number of then outstanding shares of Series B RCPS.

The descriptions of the Series B RCPS Certificate of Designation and the terms of the Series B RCPS contained in this Item 4 are not intended to be complete and are qualified in their entirety by reference to the Series B Certificate of Designation, which is filed as Exhibit G below.

Contribution Agreement

As of March 23, 2023, SK and Econovation entered into the Contribution Agreement pursuant to which Econovation will grant SK 13,491,701 Class A Common Membership Interests in consideration for SK having paid the Issuer for the Series B RCPS.

The description of the Contribution Agreement contained in this Item 4 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit H hereto.

Econovation Amendment

As of March 24, 2023, SK, Econovation, the SPC and the PEF amended and restated the Econovation SPA to reflect the change in the instrument that SK has the right to purchase under the Bloom Amendment from Class A Common Stock to Series B RCPS of the Issuer along with certain other updates to clarify the terms and conditions.

The Econovation Amendment otherwise maintains the same terms as the Econovation SPA. The description of the Econovation Amendment contained in this Item 4 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit I hereto.

LLC Agreement

In connection with the entry into the Econovation Amendment, SK, the SPC and Econovation expect to amend and restate Econovation's previous limited liability company agreement. The purchase by SK of the Series B RCPS of the Issuer for $310,957,102

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in cash and SK's directing of the Issuer to issue these shares in the name of Econovation will represent an effective capital contribution by SK to Econovation in an amount equal to the $311,957,202, which is the sum of (i) the purchase price, (ii) operational expenses of $1 million, and (iii) the initial capital contribution of $100 made by SK, and Econovation will credit SK with 13,491,701 Class A Common Membership Interests of Econovation. The purchase by the SPC from SK of up to 6,610,934 Class A Common Membership Interests for up to $152,859,040 in cash under the Econovation Amendment will constitute a deemed capital contribution by the SPC to Econovation, pursuant to which the SPC will become a Member of Econovation. Under the LLC Agreement, the Class A Common Membership Interests purchased by the SPC will be automatically exchanged for a like number of Preferred Membership Interests of Econovation. The LLC Agreement provides for SK to act as the managing member of Econovation and initially to have three out of the five seats of the Board of Managers of Econovation. The governance provisions of the LLC Agreement provide that Econovation may not take certain major decisions without the unanimous consent of its Board of Managers. The Common Membership Interests and Preferred Membership Interests each will have one vote per Membership Interest.

Notwithstanding the above, if the Issuer's Class A Common Stock that is then owned by Econovation is not sold by the third anniversary of the date that Econovation acquires the Issuer's Series B RCPS, then the SPC may exchange its Preferred Membership Interests for Class B Common Membership Interests. Class B Common Membership Interests will have the same terms as Class A Common Membership Interests, except that they will carry five votes per Membership Interest. On and after the third anniversary of the date that Econovation acquires the Series B RCPS, the SPC may convert its Preferred Membership Interests into Class B Membership Interests, which shall be convertible on a one-for-one basis. In connection with such conversion, the SPC will have the right to designate three out of the five members of the Board of Managers

If after 40 business days after the Class B Membership Interests are issued, the Series B RCPS will not have been sold or no actions have been taken to commence such sale, despite the best efforts of Econovation to do so, then the Class B Membership Interests will be exchanged for the Class A Common Membership Interests. In that event, SK will then revert back to having the right to designate three out of the five members of the Board of Managers.

The LLC Agreement provides for dividends paid by the Issuer to be paid to Members based on the type of the Members' Membership Interests, other distributions and redemption rights regarding the Membership Interests in connection with the sale of the Issuer's Class A Common Stock, subject the terms of the Members Agreement and to the restrictions of Delaware law. The LLC Agreement also contains customary provisions regarding its term, the admission of new Members, other governance and management in addition to those referred to above, capital contributions, restrictions on transfer, tax and accounting matters and other customary provisions. The LLC Agreement will be governed by Delaware law.

The description of the LLC Agreement contained in this Item 4 is not intended to be complete and is qualified in its entirety by reference to such agreement, the form of which is filed as Exhibit J hereto.

Members Agreement

In connection with the purchase of Common Membership Interests under the Econovation Amendment and the entry into the LLC Agreement, SK, the SPC and Econovation expect to enter into the Members Agreement that provides the terms, conditions and return parameters regarding the sale of the Series B RCPS of the Issuer by Econovation and any related distributions and dividends to SK and the SPC. The Members Agreement contains two lock-up periods during which Econovation may not sell the Series B RCPS of the Issuer: a first lock-up period of two years after Econovation acquires the Series B RCPS of the Issuer, and a second lock-up period of an additional year until the final maturity date of the Members Agreement (which is the third anniversary of the date Econovation acquires these shares), subject to specified exceptions. The Members Agreement provides for the sale of these shares, subject to drag-along rights, a right of first offer for the parties, a mandatory sale by the maturity date and provisions regarding how profits from any sales of such shares are to be distributed, subject to the restrictions of Delaware law. The Members Agreement will be governed by the laws of the Republic of Korea, subject to the mandatory provisions of Delaware law.

The description of the Members Agreement contained in this Item 4 is not intended to be complete and is qualified in its entirety by reference to such agreement, the English translation of which is filed as Exhibit K hereto.

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Shareholder's Loan Agreement

On March 20, 2023, SK and the Issuer entered into a Shareholder's Loan Agreement. The Shareholder's Loan Agreement provides for the Issuer to borrow from SK $310,957,102, only during an availability period from the date of the agreement until the earlier of (i) six months from the date of the agreement and (ii) the date upon which SK and Econovation own or have acquired 23,491,701 shares of the Issuer's Class A Common Stock. The loan, if borrowed, will bear interest at an annual rate of 4.6% and will become payable on the fifth anniversary of the date of the agreement, or March 20, 2028. The agreement contains customary representations and warranties, conditions to borrowing, payment mechanics, events of default and remedies and other provisions. The Shareholder's Loan Agreement is governed by the laws of the State of New York.

The description of the Shareholder's Loan Agreement contained in this Item 4 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit M hereto.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of Schedule 13D is hereby amended and supplemented by incorporating the information set forth in Item 4 into this Item 6.

Item 7. Material to Be Filed as Exhibits

Exhibit No.	Description
A	Securities Purchase Agreement, dated as of October 23, 2021, by and between Bloom Energy Corporation and SK ecoplant Co., Ltd. (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
B	Side Letter, dated August 16, 2022 between Bloom Energy Corporation and SK ecoplant Co., Ltd. (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
C	Amendment to Side Letter, dated December 6, 2022, between Bloom Energy Corporation and SK ecoplant Co., Ltd. (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
D	Early Close Agreement, dated February 27, 2023, by and among Bloom Energy Corporation, SK ecoplant Co., Ltd. and Econovation, LLC (incorporated by reference, filed with the SEC with Amendment No. 2 on March 14, 2023).
E	Securities Purchase Agreement, dated March 9, 2023, among Econovation, LLC, SK ecoplant Co., Ltd., Blooming Green Energy Limited and ESG Blooming Private Equity Fund (incorporated by reference, filed with the SEC with Amendment No. 2 on March 14, 2023).
F	Amendments to Securities Purchase Agreement and Investor Agreement, dated as of March 20, 2023, between Bloom Energy Corporation and SK ecoplant Co., Ltd. (filed herewith).
G	Certificate of Designation of Series B Redeemable Convertible Preferred Stock, dated as of March 20, 2023, by Bloom Energy Corporation (filed herewith).
H	Contribution Agreement, dated as of March 23, 2023, between SK ecoplant Co., Ltd. and Econovation, LLC (filed herewith).
I	Amended and Restated Securities Purchase Agreement, dated as of March 24, 2023, among Econovation, LLC, SK ecoplant Co., Ltd., Blooming Green Energy Limited and ESG Blooming Private Equity Fund (filed herewith).
J	Amended and Restated Limited Liability Company Agreement, dated as of March 24, 2023, between SK ecoplant Co., Ltd and Blooming Green Energy Limited (filed herewith).

K	Members Agreement, dated as of March 24, 2023 among SK ecoplant Co., Ltd., Blooming Green Energy Limited, and Econovation, LLC(filed herewith).
L	Shareholder's Loan Agreement, dated as of March 20, 2023, between SK ecoplant Co., Ltd. and Bloom Energy Corporation (filed herewith).
M	Investor Agreement, dated as of December 29, 2021, between Bloom Energy Corporation and SK ecoplant Co., Ltd. (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).

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N	Joint Venture Agreement, dated September 24, 2019, between Bloom Energy Corporation and SK ecoplant Co., Ltd. (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
O	Amendment to the Joint Venture Agreement, dated October 23, 2021, between Bloom Energy Corporation and SK ecoplant Co., Ltd. (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
P	Amended and Restated Preferred Distributor Agreement, dated October 23, 2021, between Bloom Energy Corporation, Bloom SK Fuel Cell, LLC and SK ecoplant Co., Ltd. (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
Q	Commercial Collaboration Agreement, dated October 23, 2021, by and between Bloom Energy Corporation and SK ecoplant Co., Ltd. (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
R	K-Sure Overseas Investment Insurance (Investment Financing) Facility, dated December 12, 2021, between SK ecoplant Co., Ltd., as Borrower and BNP Paribas, as Lender, Mandated Lead Arranger and Bookrunner (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
S	The Overseas Investment Insurance (Investment Financing) Policy dated as of December 21, 2021 among BNP Paribas Facility, SK, BNP Paribas and the Korea Trade Insurance Corporation incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
T	Loan (Credit) Transaction Agreement between SK and The Export-Import Bank of Korea dated as of November 2021 (incorporated by reference, filed with the SEC with Amendment No. 1 on December 6, 2022).
U	Joint Filing Agreement, dated as of March 10, 2023, among SK ecoplant Co., Ltd., Econovation, LLC and Blooming Green Energy Limited (incorporated by reference, filed with the SEC with Amendment No. 2 on March 14, 2023).

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 24, 2023

SK ecoplant Co., Ltd.

By: */s/ Wangjae (Justin) Lee*
Name: Wangjae (Justin) Lee
Title: Managing Director of Eco Energy BU

Econovation, LLC

By: */s/ Seongjun Bae*
Name: Seongjun Bae
Title: Representative

Blooming Green Energy Limited

By: */s/ Jucheol Kim*
Name: Jucheol Kim
Title: Director

SCHEDULE I

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DIRECTORS AND EXECUTIVE OFFICERS OF THE REPORTING PERSONS

Set forth below is the name and present principal occupation or employment of each director and executive officer of SK ecoplant Co., Ltd. The business address of each of the directors and executive officers is 19 Yulgok-ro 2-gil, Jongno-gu, Seoul 03149, Korea. Each person listed below is a citizen of the Republic of Korea.

Name	Present Principal Occupation
Lee Seung Ho	Outside Director of SK ecoplant Co., Ltd and Director of Daekyo, an educational institution located at 23 Boramae-ro 3-gil, Gwanak-gu, Seoul
Kim Yoon Mo	Outside Director and Vice Chairman of Nautic Investment, an investment company located at 10 Gukjegeumyung-ro, Yeongdeungpo-gu, Seoul
Kim Jong Ho	Outside Director and Advisor of Shinhan Accounting Corporation, an accounting company located at 8 Uisadang-daero, Yeongdeungpo-gu, Seoul
Park Sun Kyu	Outside Director and professor of Sungkyunkwan University, 25-2 Seonggyungwan-ro, Jongno-gu, Seoul
Lee Sung Hyung	Non-standing Director and Chief Financial Officer of SK, Inc., located at 26, Jong-ro, Jongno-gu, Seoul
Park Kyung Il	Director and Chief Executive Officer of SK ecoplant Co., Ltd.
Jo Sung Ok	Chief Financial Officer of SK ecoplant Co., Ltd.
Lee Mi Ra	Chief Human Resources Officer of GE Korea
SK Inc.	Controlling shareholder of SK ecoplant Co., Ltd.
Tae won Chey	Chairman and CEO of SK Inc.
Dong Hyun Jang	Vice Chairman and CEO of SK Inc.
Dae Sik Cho	Director of SK Inc.
Jae Ho Yeom	Independent Director of SK Inc.
Chan Keun Lee	Independent Director of SK Inc.
Byoung Ho Kim	Independent Director of SK Inc.
Yong Suk Jang	Independent Director of SK Inc.
Seon Hee Kim	Independent Director of SK Inc.

Set forth below is the name and present principal occupation or employment of each member and officer of Econovation, LLC. The business address of each of the members and officers is 19 Yulgok-ro 2-gil, Jongno-gu, Seoul 03149, Korea. Each person listed below is a citizen of the Republic of Korea.

Name	Present Principal Occupation
SK ecoplant Co., Ltd.	Managing member of Econovation, LLC (The executive officers and directors of SK ecoplant Co., Ltd. and its controlling entity, SK Inc., are listed above.)
Seongjun Bae	Representative of Econovation, LLC
Yumi Park	Manager of Econovation, LLC

Set forth below is the name and present principal occupation or employment of each controlling person and/or entity, member and officer of Blooming Green Energy Limited. The business address of each of the members and officers is 31, Gukjegeumyung-ro (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu, Seoul, Korea . Each person listed below is a citizen of the Republic of Korea.

Name	Present Principal Occupation
Jucheol Kim	Director of Blooming Green Energy Limited
ESG Blooming Private Equity Fund	Largest and sole shareholder of Blooming Green Energy Limited
SKS Private Equity Co., Ltd	General Partner of ESG Blooming Private Equity Fund
Si Hwa Yoo	Representative of SKS Private Equity Co., Ltd.

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Exhibit F

EXECUTION VERSION

AMENDMENTS TO
SECURITIES PURCHASE AGREEMENT AND INVESTOR AGREEMENT

This Amendment dated as of March 20, 2023 (this "***Amendment***") is being entered into between SK ecoplant Co., Ltd. (the "***Investor***") and Bloom Energy Corporation (the "***Company***") to amend the Securities Purchase Agreement, dated as of October 23, 2021 (the "***Existing SPA***" and, as amended by this Amendment, the "***Amended SPA***") and the Investor Agreement, dated as of December 29, 2021 (the "***Existing IA***" and as amended by this Amendment, the "***Amended IA***"), in each case, between the Investor and the Company.

BACKGROUND

1. The parties desire that the Second Tranche Shares to be issued to the Investor in connection with the Second Closing be shares of Series B Redeemable Convertible Preferred Stock (the "***Preferred Stock***"), instead of shares of Class A Common Stock (the "***Common Stock***"), which Preferred Stock shall be issued pursuant to the Amended SPA and the Series B Certificate of Designation, attached hereto as Annex 1.

2. The parties agree that the Investor's right to designate a member of the Company's Board of Directors shall not become effective until the shares of Series B Redeemable Convertible Preferred Stock are converted into shares of Class A Common Stock.

3. This Amendment incorporates certain provisions from the Side Letter dated as of August 16, 2022 (the "***Side Letter***"), the Amendment to the Side Letter dated as of December 6, 2022 (the "***Side Letter Amendment"***) and the Early Close Agreement dated February 23, 2023 (the "***Early Close Agreement***"), in each case, between the Investor and the Company, for the sake of clarity regarding the arrangements between the parties relating to the matters covered by this Amendment.

4. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed thereto in the Existing SPA.

AGREEMENT

ARTICLE I
AMENDMENTS TO SPA

Effective as of the date hereof, the Existing SPA is hereby amended as follows:

Section 1.01 Definitions. Section 1.1 of the Existing SPA is hereby amended by adding or changing the definitions as follows:

"**Conversion Shares**" shall mean shares of Common Stock issued upon conversion of the First Tranche Shares and issuable upon conversion of the Second Tranche Shares.

"**Investor Designee**" shall have the meaning assigned to it in the Investor Agreement.

"**Preferred Stock**" refers to the shares of Series B Redeemable Convertible Preferred Stock, par value $0.0001 per share, of the Company.

"**Series B Certificate of Designation**" refers to the Certificate of Designation for the Preferred Stock, attached hereto as Annex 1.

"**Target Second Closing Date**" shall have the meaning set forth in Section 3.1.

Section 1.02 Amended and Restated Section 3.1. Section 3.1 of the Existing SPA is hereby amended in its entirety as follows:

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3. Purchase and Sale of Preferred Stock.

3.1 Second Tranche Purchase Price and Second Tranche Share Amount.

(a) By March 24, 2023 or as earlier agreed upon by the parties, subject to the satisfaction or written waiver of the closing conditions with respect to the Second Closing set forth in the Amended SPA (the "***Target Second Closing Date***"), the Investor shall purchase 13,491,701 shares of Preferred Stock, having the terms set forth in the Series B Certificate of Designation (the "***Second Tranche Shares***") at the Second Tranche Purchase Price. Subject to the terms and other closing conditions in Section 9, 10 and 11 of the Amended SPA, at the Second Closing, the Company shall issue and sell to the Investor, free and clear of all Liens, other than any liens arising as a result of any action by the Investor, and the Investor shall purchase from the Company, the Second Tranche Shares for the Second Tranche Aggregate Purchase Price.

"***Second Tranche Purchase Price***" means $23.05 per share.

"***Second Tranche Aggregate Purchase Price***" means $310,957,102.

(b) The provisions in the Early Close Agreement regarding (i) the assignment of the Investor's Second Tranche purchase rights in Section 2 thereof to Econovation, LLC, (ii) the retention of the board designation right by the Investor as contemplated by Section 3 thereof, (iii) the agreement of the Company in Section 6 thereof to issue the Second Tranche Shares to Econovation, LLC in exchange for payment therefor by the Investor and (iv) the good faith collaboration agreement of the parties in Section 5 thereof, in each case, as set forth therein, are hereby incorporated by reference.

(c) The parties hereby agree that the closing conditions for the Second Closing in the Amended SPA relating to the HSR Act and the Federal Power Act of 1920, as amended, have been in the case of clause (a) satisfied.

(d) In the event the Second Closing has not occurred within nine days of the Target Second Closing Date, then Company shall have the right, in its sole discretion to compel the Second Closing or to terminate Investor's rights to effect the Second Closing.

Section 1.03 Amended and Restated Section 13.1. Section 13.1 of the Existing SPA is hereby amended in its entirety as follows:

13.1 Investor Designee. Within ten (10) days after the conversion of the Second Tranche Shares into Class A Common Stock of the Company, the Investor shall provide the Company with the name, relevant background information and other information relating to the proposed Investor Designee, as the Company may request.

Section 1.04 Registration.

(a) For the avoidance of doubt and given the definition of "Conversion Shares" in this Amendment, Section 13.5 of the Existing SPA and the Company's registration obligations thereunder covers the Conversion Shares.

(b) Section 2 of the Side Letter Amendment, which provided for the Company to file and have declared effective a Registration Statement within six months after the earlier of the Targeted Second Closing Date or the Scheduled Second Closing Date as set forth therein, is hereby incorporated by reference.

ARTICLE II
AMENDMENTS TO IA

Effective as of the date hereof, the Existing IA is hereby amended as follows:

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Section 2.01 Amendment to Section 5. Section 5 of the Existing IA is hereby amended by replacing references to the "Second Closing Date" with references to the "***Conversion Date***," which means the date of conversion of the Preferred Stock into shares of Class A Common Stock of the Company. The effect of this amendment is that the Board designation right of the Investor as set forth in Section 5 of the Existing IA shall commence in connection with the Conversion Date.

ARTICLE III
MISCELLANEOUS

Section 3.01 Incorporation by Reference. Sections 14.1 through and including 14.16 of the Existing SPA are hereby incorporated by reference into this Amendment; provided that: (a) Section 14.4 of the Existing SPA is not incorporated by reference into this Amendment; (b) in Section 14.5 *(Entire Agreement)* of the Existing SPA, the term "Transaction Agreement" includes this Amendment; and (c) with such other changes, *mutatis mutandis*, as intended.

Section 3.02 Combined Effect of Agreements. The combined effect of the Existing SPA, the Side Letter, the Side Letter Amendment, the Early Close Agreement, the Existing IA and the amendments to the Existing SPA and the Existing IA are contained in this Amendment and, therefore, the Amended SPA and the Amended IA.

The parties have caused this Amendment to be executed as of the date first written above.

BLOOM ENERGY CORPORATION

By: /s/ Greg Cameron
Name: Greg Cameron
Title: President and Chief Financial Officer

[Signature page to Amendment to Securities Purchase Agreement and Investor Agreement]

The parties have caused this Amendment to be executed as of the date first written above.

SK ECOPLANT CO., LTD.

By: /s/ Wangjae (Justin) Lee
Name: Wangjae (Justin) Lee
Title: Managing Director of Eco Energy BU

[Signature page to Amendment to Securities Purchase Agreement and Investor Agreement]

Annex 1

Form of Series B Certificate of Designation

[See attached.]

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CERTIFICATE OF DESIGNATION
OF
SERIES B REDEEMABLE CONVERTIBLE PREFERRED STOCK
OF
BLOOM ENERGY CORPORATION

Pursuant to Section 151 of the
General Corporation Law of
the State of Delaware

Bloom Energy Corporation (the "Corporation"), a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law"), **DOES HEREBY CERTIFY**:

That, pursuant to authority conferred by the Corporation's Restated Certificate of Incorporation (the "Certificate"), and by the provisions of Section 151 of the General Corporation Law, the board of directors of the Corporation (the "Board"), at a duly called meeting, at which a quorum was present and acted throughout, adopted the following resolutions, which resolutions remain in full force and effect on the date hereof, creating a series of 13,491,701 shares of Preferred Stock having a par value of $.0001 per share, designated as Series B Redeemable Convertible Preferred Stock:

RESOLVED, that in accordance with the provisions of the Certificate, the Board does hereby create, authorize and provide for the issuance of a series of Preferred Stock, par value $.0001 per share, of the Corporation, designated as "Series B Redeemable Convertible Preferred Stock," having the voting rights, powers, preferences and relative, participating, optional and other special rights, preferences, and qualifications, limitations and restrictions thereof that are set forth as follows:

1. Designation and Amount. The shares of such series shall be designated as "Series B Redeemable Convertible Preferred Stock" (the "Series B Preferred Stock"), and the number of shares constituting such series shall be 13,491,701. Such number of shares may be increased or decreased by resolution of the Board (subject to Section 3.2 below), *provided* that no such increase shall increase the number of shares of the Series B Preferred Stock to a number higher than the total number of authorized shares of the class, and no such decrease shall reduce the number of shares of the Series B Preferred Stock to a number lower than the number of shares of such series then outstanding.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Payments to Holders of Series B Preferred Stock. Subject to the prior and superior rights of the holders of any shares of any other class or series of Preferred Stock, par value $.0001 per share, of the Corporation (the "Preferred Stock") ranking prior and superior to the shares of Series B Preferred Stock with respect to such transactions, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event (as defined below), before any payment shall be made to the holders of the Corporation's Common Stock, par value $.0001 (the "Common Stock"), by reason of their ownership thereof, each holder of shares of Series B Preferred Stock then outstanding shall be entitled to be paid out of the funds and assets available for distribution to its stockholders, the greater of (x) such holder's Liquidation Preference and (y) the amount such holder would receive pursuant to Section 2.2. "Liquidation Preference" means, as to any holder of Series B Preferred Stock, an amount equal to the number of shares of Series B Preferred Stock held by such holder multiplied by $23.05 (as adjusted for stock splits, combinations, reorganizations and the like with respect to the Series B Preferred Stock) (the "Original Issue Price"). If upon any such liquidation, dissolution or

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winding up or Deemed Liquidation Event of the Corporation, the funds and assets available for distribution to the stockholders of the Corporation shall be insufficient to pay the holders of shares of Series B Preferred Stock the full amount to which they are entitled under this Section 2.1, the holders of shares of Series B Preferred Stock shall share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Series B Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Deemed Conversion of Series B Preferred Stock. For purposes of determining the amount each holder of shares of Series B Preferred Stock is entitled to receive with respect to any voluntary or involuntary liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, each such holder of shares of Series B Preferred Stock shall be deemed to have converted into a number of shares of Class A Common Stock of the Corporation, par value $.0001 per share (the "Class A Common Stock"), immediately prior to the liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation equal to the quotient of (a) such holder's Liquidation Preference as of immediately prior to the liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation divided by (b) the then current Conversion Price. The holder will receive the greater of the amount determined under this Section 2.2 and such holder's Liquidation Preference.

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of at least a majority of the then outstanding shares of Series B Preferred Stock (voting as a separate series) elect otherwise by written notice sent to the Corporation at least five (5) days prior to the effective date of any such event:

(a) any transaction (other than (i) transfers of shares of capital stock of the Corporation between or among employees, consultants and/or directors of the Corporation and/or then existing stockholders of the Corporation and (ii) redemptions or repurchases of capital stock by the Corporation) as a result of which the stockholders of the Corporation immediately prior to such transaction no longer hold, immediately following such transaction, shares of capital stock of the Corporation, or equity securities issued upon conversion or exchange of such shares of capital stock, representing at least a majority, by voting power, of the equity securities of either the surviving or resulting party, or if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such transaction, the parent of such surviving or resulting party; *provided* that, for the purpose of this Section 2.3.1(a), all shares of Common Stock issuable upon conversion, exercise or exchange of any bonds, debentures, notes or other evidences of indebtedness, options, warrants, purchase rights or any other securities convertible into, exercisable for, or exchangeable for Common Stock outstanding immediately prior to such transaction shall be deemed to be outstanding immediately prior to such transaction for purposes of determining the stockholders immediately prior to such transaction and, if applicable, deemed to be converted or exchanged in such transaction on the same terms as the actual outstanding shares of Common Stock are converted or exchanged; and

(b) the sale, lease, exclusive license, transfer or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, whether by purchase and sale, merger, consolidation or otherwise, or, if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation, except where such sale, lease, exclusive license, transfer or other disposition is to the Corporation or one or more wholly owned subsidiaries of the Corporation.

2.3.2 Amount Deemed Paid or Distributed. The funds and assets deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer or other disposition described in this Section 2 shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be deemed its fair market value. Any securities shall be valued as follows:

(a) Securities not subject to investment letter or other similar restrictions on free marketability covered by (b) below:

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(i) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the twenty (20) trading day period ending three (3) trading days prior to the closing of the Deemed Liquidation Event;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading day period ending three (3) trading days prior to the closing of the Deemed Liquidation Event; and

(iii) If there is no active public market, the value shall be the fair market value thereof, as determined by the Board.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (a) (i), (ii) or (iii) to reflect the approximate fair market value thereof, as determined by the Board.

2.3.3 Remaining Assets. After payment or setting aside for payment of the full amounts specified in this Section 2 to the holders of the Series B Preferred Stock, any remaining assets of the Corporation legally available for distribution shall be distributed pro rata to the holders of Common Stock in proportion to the number of shares of Common Stock held by them.

2.3.4 Effect of Deemed Liquidation Event. Any share of Series B Preferred Stock in respect of which the holder thereof has received payment in full of the amounts specified in this Section 2 upon the occurrence of a Deemed Liquidation Event shall no longer be deemed to be outstanding, and all rights with respect to such share, including the rights, if any, to receive notices and to vote as Series B Preferred Stock, shall immediately cease and terminate at the time the payment in connection with such Deemed Liquidation Event shall have been made.

3. Voting.

3.1 General. Except as required by law or the Certificate (including any certificate of designation relating to any series of the Preferred Stock) and the matters set forth in Section 3.2, the Series B Preferred Stock shall have no voting rights and no holder thereof shall be entitled to vote on any matter.

3.2 Protective Provisions. At any time when any shares of Series B Preferred Stock originally issued pursuant to the SPA (as defined below), as adjusted for stock splits, combinations, reorganizations and the like with respect to the Series B Preferred Stock, remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate (including any certificate of designation relating to any series of the Preferred Stock)) the affirmative vote of the holders of at least a majority of the then outstanding shares of Series B Preferred Stock, voting as a separate series, unless waived pursuant to Section 8 hereof do any of the items listed below:

(a) increase the authorized number of shares of Series B Preferred Stock;

(b) authorize or create (by reclassification or otherwise) or issue or sell, or obligate itself to issue or sell, any new class or series of capital stock or any security convertible into or exercisable for any new class or series of capital stock having rights, preferences or privileges (including with respect to any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event set forth in the Certificate (including any certificate of designation relating to any series of Preferred Stock)), as then in effect, that are senior to or on a parity with the Series B Preferred Stock or increase or decrease the authorized number of shares of any such new class or series of capital stock;

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(c) amend, modify or repeal any provision of the Certificate (including any certificate of designation relating to any series of Preferred Stock), as then in effect, in a way that adversely affects the rights, preferences or privileges of the Series B Preferred Stock; or

(d) redeem the Series B Preferred Stock in accordance with Section 6.2 hereof.

"SPA" means the Securities Purchase Agreement dated as of October 23, 2021, as amended by the Side Letter dated August 16, 2022, the Amendment to the Side Letter dated December 26, 2022, the Early Close Agreement dated February 27, 2023 and Amendment No. 1 dated as of March 20, 2023, in each case, between the Corporation and SK ecoplant Co., Ltd, as such agreement may be further amended from time to time.

4. Conversion. The holders of the Series B Preferred Stock shall have conversion rights as follows:

4.1 Right to Convert. Each holder of shares of Series B Preferred Stock then outstanding shall be entitled to convert, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, some or all of such holder's Series B Preferred Stock into such number of fully paid and nonassessable shares of Class A Common Stock as is determined by dividing (a) the Original Issue Price multiplied by the number of shares of Series B Preferred Stock presented for conversion by (b) the Conversion Price (as defined below) in effect at the time of conversion. The "Conversion Price" shall initially mean $23.05. The initial Conversion Price, and the rate at which shares of Series B Preferred Stock may be converted into shares of Class A Common Stock, shall be subject to adjustment as provided below.

4.2 Fractional Shares. No fractional shares of Class A Common Stock shall be issued upon conversion of the Series B Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Class A Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series B Preferred Stock the holder is at the time converting into Class A Common Stock and the aggregate number of shares of Class A Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Series B Preferred Stock to voluntarily convert shares of Series B Preferred Stock into shares of Class A Common Stock, such holder shall surrender the book-entry interests for such shares of Series B Preferred Stock through the facilities of The Depository Trust Company to the transfer agent for the Series B Preferred Stock (or to the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series B Preferred Stock represented by such book-entry interests and, if applicable, any event on which such conversion is contingent (a "Contingency Event"). Such notice shall state such holder's name or the names of the nominees in which such holder wishes shares of Class A Common Stock to be issued. If required by the Corporation, book-entry interests surrendered for conversion shall be accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or such holder's attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such book-entry interests and notice (or, if later, the date on which all Contingency Events have occurred) shall be the time of conversion (the "Conversion Time"), and the shares of Class A Common Stock issuable upon conversion of the shares represented by such book-entry interests shall be deemed to be outstanding of record as of such time. The Corporation, as soon as reasonably practicable after the Conversion Time, shall deliver to such holder of Series B Preferred Stock, or to such holder's nominees, book-entry interests for the number of full shares of Class A Common Stock issuable upon such conversion in accordance with the provisions hereof and shall pay in cash such amount as provided in Section 4.2 in lieu of any fraction of a share of Class A Common Stock otherwise issuable upon such conversion.

4.3.2 Reservation of Shares. The Corporation shall at all times while any share of Series B Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series B Preferred Stock, such number of its duly authorized shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock, the Corporation shall take, or use its best efforts to cause such corporate action to be taken, as may be necessary to increase its

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authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate (including this certificate of designation). Before taking any action that would cause an adjustment reducing the Conversion Price below the then par value of the shares of Class A Common Stock issuable upon conversion of the Series B Preferred Stock, the Corporation will take any corporate action that may, in the opinion of its counsel, be necessary so that the Corporation may validly and legally issue fully paid and nonassessable shares of Class A Common Stock at such adjusted Conversion Price.

4.3.3 Effect of Conversion. All shares of Series B Preferred Stock that shall have been surrendered for conversion as provided herein, including in Section 4.10, shall no longer be deemed to be outstanding, and all rights with respect to such shares, including the rights, if any, to receive notices and to vote as Series B Preferred Stock, shall immediately cease and terminate at the Conversion Time (or the Mandatory Conversion Time (as defined below) in the case of a conversion pursuant to Section 4.10), except only the right of the holders thereof to receive shares of Class A Common Stock in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in this Section 4. Any shares of Series B Preferred Stock converted pursuant to this Section 4, including Section 4.10, shall be retired and cancelled and may not be reissued.

4.4 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the date on which the first share of Series B Preferred Stock is issued by the Corporation (such date referred to herein as the "Original Issue Date") effect a subdivision of the outstanding Class A Common Stock, the Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Class A Common Stock issuable on conversion of each share of Series B Preferred Stock shall be increased in proportion to such increase in the aggregate number of shares of Class A Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Class A Common Stock, the Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Class A Common Stock issuable on conversion of each share of Series B Preferred Stock shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section 4.4 shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.5 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable on the Class A Common Stock in additional shares of Class A Common Stock, then and in each such event the Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying such Conversion Price then in effect by a fraction:

(a) the numerator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(b) the denominator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Class A Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing: (i) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, such Conversion Price shall be recomputed accordingly as of the close of business on such record date, and thereafter such Conversion Price shall be adjusted pursuant to this Section 4.5 as of the time of actual payment of such dividends or distributions; and (ii) no such adjustment shall be made if the holders of Series B Preferred Stock simultaneously receive (A) a dividend or other distribution of shares of Class A Common Stock in a number equal to the number of shares of Class A Common Stock that they would have received if all outstanding shares of Series B Preferred Stock had been converted into Class A Common Stock on the date of such event or (B) a dividend or other distribution of shares of Series B Preferred Stock which are convertible, as of the date of such event, into such number of shares of Class A Common Stock as is equal to the number of shares of Class A Common Stock that they would have received if all outstanding shares of Series B Preferred Stock had been converted into Class A Common Stock on the date of such event.

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4.6 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Class A Common Stock in respect of outstanding shares of Class A Common Stock), then and in each such event the holders of Series B Preferred Stock shall receive, simultaneously with the distribution to the holders of Class A Common Stock, a dividend or other distribution of such securities in an amount equal to the amount of such securities as they would have received if all outstanding shares of Series B Preferred Stock had been converted into Class A Common Stock on the date of such event.

4.7 Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date, the Class A Common Stock issuable upon the conversion of any shares of Series B Preferred Stock is changed into the same or a different number of shares of any class or classes of stock of the Corporation, whether by recapitalization, reclassification, or otherwise (other than by a stock split or combination, dividend, distribution, merger or consolidation covered by Sections 4.4, 4.5, 4.6 or 4.8 or in a Deemed Liquidation Event), then in any such event each holder of outstanding Series B Preferred Stock shall have the right thereafter to convert such stock into the kind and amount of stock and other securities receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Class A Common Stock into which such outstanding shares of Series B Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change.

4.8 Adjustment for Merger or Consolidation. Subject to the provisions of Section 2.2, if there shall occur any consolidation or merger involving the Corporation in which the Class A Common Stock (but not the Series B Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 4.4, 4.5, 4.6 or 4.7 or a Deemed Liquidation Event), then, following any such consolidation or merger, provision shall be made that each share of Series B Preferred Stock shall thereafter be convertible, in lieu of the Class A Common Stock into which it was convertible prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of shares of Class A Common Stock of the Corporation issuable upon conversion of one outstanding share of Series B Preferred Stock immediately prior to such consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of Series B Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of Series B Preferred Stock.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than thirty (30) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series B Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series B Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series B Preferred Stock (but in any event not later than fifteen (15) days thereafter, furnish or cause to be furnished to such holder a certificate setting forth (a) the Conversion Price then in effect and (b) the number of shares of Class A Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of the Series B Preferred Stock.

4.10 Mandatory Conversion. On the date that is six (6) months after the Original Issue Date (the "Mandatory Conversion Time"), all outstanding shares of Series B Preferred Stock shall automatically be converted into shares of Class A Common Stock, at the applicable ratio described in Section 4.1 as the same may be adjusted from time to time in accordance with Section 4, and such shares may not be reissued by the Corporation.

4.10.1 Procedural Requirements. All holders of record of shares of Series B Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series B Preferred Stock in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Series B Preferred Stock shall surrender such holder's book-entry interests for all such shares in the same manner provided for in Section 4.3.1 and shall thereafter receive the number of shares of Class A Common Stock to which such holder is entitled pursuant to this Section

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4. As soon as practicable after the Mandatory Conversion Time and the surrender of the book-entry interests for Series B Preferred Stock, the Corporation shall issue and deliver to such holder, or to such holder's nominee(s), book-entry interests (if any) for the number of full shares of Class A Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Section 4.2 in lieu of any fraction of a share of Class A Common Stock otherwise issuable upon such conversion.

5. Dividends. The holders of Series B Preferred Stock shall not be entitled to receive dividends.

6. Redemption.

6.1 Redemption upon Election by the Holders of Series B Preferred Stock. Shares of Series B Preferred Stock shall be redeemable upon the election of the holder or holders of the Series B Preferred Stock at the Redemption Price (as defined below) per share, which shall be payable in one installment, commencing on a date (the "Redemption Date") not less than sixty (60) days after and not more than ninety (90) days after the holder(s) of Series B Preferred Stock deliver written notice of the redemption to the Corporation (the "Redemption Notice"); provided that the holders of Series B Preferred Stock shall not send the Redemption Notice until four (4) months have passed from the Original Issue Date. The delivery of the Redemption Notice shall be irrevocable and shall state (i) the number of shares of Series B Preferred Stock to be redeemed on the Redemption Date; (ii) the Redemption Date; (iii) the Redemption Price; and (iv) that the holder(s) are to surrender to the Corporation, in the manner and at the place designated, such holder's book-entry interests representing shares of Series B Preferred Stock to be redeemed. For purposes of this Section 6.1, "Redemption Price" shall mean $310,957,102.00 divided by the number of then outstanding shares of Series B Preferred Stock

6.2 Redemption upon Election by the Corporation. Share of Series B Preferred Stock shall not be redeemable upon the election of the Corporation.

6.2.1 Surrender of Book-Entry Interests; Payment. On or before the Redemption Date, each holder of shares of Series B Preferred Stock to be redeemed, unless such holder has exercised such holder's right to convert such shares as provided in Section 4 prior to the date that is thirty (30) days after the date of the Redemption Notice, shall surrender the book-entry interests representing such shares to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person indicated as the owner of such book-entry interests.

6.2.2 Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on or prior to the Redemption Date the Redemption Price payable upon redemption of the shares of Series B Preferred Stock to be redeemed is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the book-entry interests evidencing any of the shares of Series B Preferred Stock so called for redemption shall not have been surrendered, all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their book-entry interests therefor.

7. Reissuance of Series B Preferred Stock. Any shares of Series B Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series B Preferred Stock following redemption.

8. Waiver. Any of the rights, powers, privileges and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all holders of Series B Preferred Stock by a written waiver from the holders of at least a majority of the then outstanding shares of Series B Preferred Stock.

9. Notices. Except as otherwise provided herein, any notice required or permitted by the provisions of this Certificate of Designation to be given to a holder of shares of Series B Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be executed on behalf of the Corporation by the undersigned authorized officer this 20th day of March, 2023.

Bloom Energy Corporation

By: /s/ Greg Cameron
Name: Greg Cameron
Title: President and Chief Financial Officer

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Exhibit G

CERTIFICATE OF DESIGNATION
OF
SERIES B REDEEMABLE CONVERTIBLE PREFERRED STOCK
OF
BLOOM ENERGY CORPORATION

Pursuant to Section 151 of the
General Corporation Law of
the State of Delaware

Bloom Energy Corporation (the "Corporation"), a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law"), **DOES HEREBY CERTIFY**:

That, pursuant to authority conferred by the Corporation's Restated Certificate of Incorporation (the "Certificate"), and by the provisions of Section 151 of the General Corporation Law, the board of directors of the Corporation (the "Board"), at a duly called meeting, at which a quorum was present and acted throughout, adopted the following resolutions, which resolutions remain in full force and effect on the date hereof, creating a series of 13,491,701 shares of Preferred Stock having a par value of $.0001 per share, designated as Series B Redeemable Convertible Preferred Stock:

RESOLVED, that in accordance with the provisions of the Certificate, the Board does hereby create, authorize and provide for the issuance of a series of Preferred Stock, par value $.0001 per share, of the Corporation, designated as "Series B Redeemable Convertible Preferred Stock," having the voting rights, powers, preferences and relative, participating, optional and other special rights, preferences, and qualifications, limitations and restrictions thereof that are set forth as follows:

1. Designation and Amount. The shares of such series shall be designated as "Series B Redeemable Convertible Preferred Stock" (the "Series B Preferred Stock"), and the number of shares constituting such series shall be 13,491,701. Such number of shares may be increased or decreased by resolution of the Board (subject to Section 3.2 below), *provided* that no such increase shall increase the number of shares of the Series B Preferred Stock to a number higher than the total number of authorized shares of the class, and no such decrease shall reduce the number of shares of the Series B Preferred Stock to a number lower than the number of shares of such series then outstanding.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Payments to Holders of Series B Preferred Stock. Subject to the prior and superior rights of the holders of any shares of any other class or series of Preferred Stock, par value $.0001 per share, of the Corporation (the "Preferred Stock") ranking prior and superior to the shares of Series B Preferred Stock with respect to such transactions, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event (as defined below), before any payment shall be made to the holders of the Corporation's Common Stock, par value $.0001 (the "Common Stock"), by reason of their ownership thereof, each holder of shares of Series B Preferred Stock then outstanding shall be entitled to be paid out of the funds and assets available for distribution to its stockholders, the greater of (x) such holder's Liquidation Preference and (y) the amount such holder would receive pursuant to Section 2.2. "Liquidation Preference" means, as to any holder of Series B Preferred Stock, an amount equal to the number of shares of Series B Preferred Stock held by such holder multiplied by $23.05 (as adjusted for stock splits, combinations, reorganizations and the like with respect to the Series B Preferred Stock) (the "Original Issue Price"). If upon any such liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, the funds and assets available for distribution to the stockholders of the Corporation shall be insufficient to pay the holders of shares of Series B Preferred Stock the full amount to which they are entitled under this Section 2.1, the holders of shares of Series B Preferred Stock shall share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Series B Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

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2.2 Deemed Conversion of Series B Preferred Stock. For purposes of determining the amount each holder of shares of Series B Preferred Stock is entitled to receive with respect to any voluntary or involuntary liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, each such holder of shares of Series B Preferred Stock shall be deemed to have converted into a number of shares of Class A Common Stock of the Corporation, par value $.0001 per share (the "Class A Common Stock"), immediately prior to the liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation equal to the quotient of (a) such holder's Liquidation Preference as of immediately prior to the liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation divided by (b) the then current Conversion Price. The holder will receive the greater of the amount determined under this Section 2.2 and such holder's Liquidation Preference.

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of at least a majority of the then outstanding shares of Series B Preferred Stock (voting as a separate series) elect otherwise by written notice sent to the Corporation at least five (5) days prior to the effective date of any such event:

(a) any transaction (other than (i) transfers of shares of capital stock of the Corporation between or among employees, consultants and/or directors of the Corporation and/or then existing stockholders of the Corporation and (ii) redemptions or repurchases of capital stock by the Corporation) as a result of which the stockholders of the Corporation immediately prior to such transaction no longer hold, immediately following such transaction, shares of capital stock of the Corporation, or equity securities issued upon conversion or exchange of such shares of capital stock, representing at least a majority, by voting power, of the equity securities of either the surviving or resulting party, or if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such transaction, the parent of such surviving or resulting party; *provided* that, for the purpose of this Section 2.3.1(a), all shares of Common Stock issuable upon conversion, exercise or exchange of any bonds, debentures, notes or other evidences of indebtedness, options, warrants, purchase rights or any other securities convertible into, exercisable for, or exchangeable for Common Stock outstanding immediately prior to such transaction shall be deemed to be outstanding immediately prior to such transaction for purposes of determining the stockholders immediately prior to such transaction and, if applicable, deemed to be converted or exchanged in such transaction on the same terms as the actual outstanding shares of Common Stock are converted or exchanged; and

(b) the sale, lease, exclusive license, transfer or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, whether by purchase and sale, merger, consolidation or otherwise, or, if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation, except where such sale, lease, exclusive license, transfer or other disposition is to the Corporation or one or more wholly owned subsidiaries of the Corporation.

2.3.2 Amount Deemed Paid or Distributed. The funds and assets deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer or other disposition described in this Section 2 shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be deemed its fair market value. Any securities shall be valued as follows:

(a) Securities not subject to investment letter or other similar restrictions on free marketability covered by (b) below:

(i) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the twenty (20) trading day period ending three (3) trading days prior to the closing of the Deemed Liquidation Event;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading day period ending three (3) trading days prior to the closing of the Deemed Liquidation Event; and

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(iii) If there is no active public market, the value shall be the fair market value thereof, as determined by the Board.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (a) (i), (ii) or (iii) to reflect the approximate fair market value thereof, as determined by the Board.

2.3.3 Remaining Assets. After payment or setting aside for payment of the full amounts specified in this Section 2 to the holders of the Series B Preferred Stock, any remaining assets of the Corporation legally available for distribution shall be distributed pro rata to the holders of Common Stock in proportion to the number of shares of Common Stock held by them.

2.3.4 Effect of Deemed Liquidation Event. Any share of Series B Preferred Stock in respect of which the holder thereof has received payment in full of the amounts specified in this Section 2 upon the occurrence of a Deemed Liquidation Event shall no longer be deemed to be outstanding, and all rights with respect to such share, including the rights, if any, to receive notices and to vote as Series B Preferred Stock, shall immediately cease and terminate at the time the payment in connection with such Deemed Liquidation Event shall have been made.

3. Voting.

3.1 General. Except as required by law or the Certificate (including any certificate of designation relating to any series of the Preferred Stock) and the matters set forth in Section 3.2, the Series B Preferred Stock shall have no voting rights and no holder thereof shall be entitled to vote on any matter.

3.2 Protective Provisions. At any time when any shares of Series B Preferred Stock originally issued pursuant to the SPA (as defined below), as adjusted for stock splits, combinations, reorganizations and the like with respect to the Series B Preferred Stock, remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate (including any certificate of designation relating to any series of the Preferred Stock)) the affirmative vote of the holders of at least a majority of the then outstanding shares of Series B Preferred Stock, voting as a separate series, unless waived pursuant to Section 8 hereof do any of the items listed below:

(a) increase the authorized number of shares of Series B Preferred Stock;

(b) authorize or create (by reclassification or otherwise) or issue or sell, or obligate itself to issue or sell, any new class or series of capital stock or any security convertible into or exercisable for any new class or series of capital stock having rights, preferences or privileges (including with respect to any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event set forth in the Certificate (including any certificate of designation relating to any series of Preferred Stock)), as then in effect, that are senior to or on a parity with the Series B Preferred Stock or increase or decrease the authorized number of shares of any such new class or series of capital stock;

(c) amend, modify or repeal any provision of the Certificate (including any certificate of designation relating to any series of Preferred Stock), as then in effect, in a way that adversely affects the rights, preferences or privileges of the Series B Preferred Stock; or

(d) redeem the Series B Preferred Stock in accordance with Section 6.2 hereof.

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"SPA" means the Securities Purchase Agreement dated as of October 23, 2021, as amended by the Side Letter dated August 16, 2022, the Amendment to the Side Letter dated December 26, 2022, the Early Close Agreement dated February 27, 2023 and Amendment No. 1 dated as of March 20, 2023, in each case, between the Corporation and SK ecoplant Co., Ltd, as such agreement may be further amended from time to time.

4. Conversion. The holders of the Series B Preferred Stock shall have conversion rights as follows:

4.1 Right to Convert. Each holder of shares of Series B Preferred Stock then outstanding shall be entitled to convert, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, some or all of such holder's Series B Preferred Stock into such number of fully paid and nonassessable shares of Class A Common Stock as is determined by dividing (a) the Original Issue Price multiplied by the number of shares of Series B Preferred Stock presented for conversion by (b) the Conversion Price (as defined below) in effect at the time of conversion. The "Conversion Price" shall initially mean $23.05. The initial Conversion Price, and the rate at which shares of Series B Preferred Stock may be converted into shares of Class A Common Stock, shall be subject to adjustment as provided below.

4.2 Fractional Shares. No fractional shares of Class A Common Stock shall be issued upon conversion of the Series B Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Class A Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series B Preferred Stock the holder is at the time converting into Class A Common Stock and the aggregate number of shares of Class A Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Series B Preferred Stock to voluntarily convert shares of Series B Preferred Stock into shares of Class A Common Stock, such holder shall surrender the book-entry interests for such shares of Series B Preferred Stock through the facilities of The Depository Trust Company to the transfer agent for the Series B Preferred Stock (or to the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series B Preferred Stock represented by such book-entry interests and, if applicable, any event on which such conversion is contingent (a "Contingency Event"). Such notice shall state such holder's name or the names of the nominees in which such holder wishes shares of Class A Common Stock to be issued. If required by the Corporation, book-entry interests surrendered for conversion shall be accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or such holder's attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such book-entry interests and notice (or, if later, the date on which all Contingency Events have occurred) shall be the time of conversion (the "Conversion Time"), and the shares of Class A Common Stock issuable upon conversion of the shares represented by such book-entry interests shall be deemed to be outstanding of record as of such time. The Corporation, as soon as reasonably practicable after the Conversion Time, shall deliver to such holder of Series B Preferred Stock, or to such holder's nominees, book-entry interests for the number of full shares of Class A Common Stock issuable upon such conversion in accordance with the provisions hereof and shall pay in cash such amount as provided in Section 4.2 in lieu of any fraction of a share of Class A Common Stock otherwise issuable upon such conversion.

4.3.2 Reservation of Shares. The Corporation shall at all times while any share of Series B Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series B Preferred Stock, such number of its duly authorized shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock, the Corporation shall take, or use its best efforts to cause such corporate action to be taken, as may be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate (including this certificate of designation). Before taking any action that would cause an adjustment reducing the Conversion Price below the then par value of the shares of Class A Common Stock issuable upon conversion of the Series B Preferred Stock, the Corporation will take any corporate action that may, in the opinion of its counsel, be necessary so that the Corporation may validly and legally issue fully paid and nonassessable shares of Class A Common Stock at such adjusted Conversion Price.

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4.3.3 Effect of Conversion. All shares of Series B Preferred Stock that shall have been surrendered for conversion as provided herein, including in Section 4.10, shall no longer be deemed to be outstanding, and all rights with respect to such shares, including the rights, if any, to receive notices and to vote as Series B Preferred Stock, shall immediately cease and terminate at the Conversion Time (or the Mandatory Conversion Time (as defined below) in the case of a conversion pursuant to Section 4.10), except only the right of the holders thereof to receive shares of Class A Common Stock in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in this Section 4. Any shares of Series B Preferred Stock converted pursuant to this Section 4, including Section 4.10, shall be retired and cancelled and may not be reissued.

4.4 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the date on which the first share of Series B Preferred Stock is issued by the Corporation (such date referred to herein as the "Original Issue Date") effect a subdivision of the outstanding Class A Common Stock, the Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Class A Common Stock issuable on conversion of each share of Series B Preferred Stock shall be increased in proportion to such increase in the aggregate number of shares of Class A Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Class A Common Stock, the Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Class A Common Stock issuable on conversion of each share of Series B Preferred Stock shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section 4.4 shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.5 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable on the Class A Common Stock in additional shares of Class A Common Stock, then and in each such event the Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying such Conversion Price then in effect by a fraction:

(a) the numerator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(b) the denominator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Class A Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing: (i) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, such Conversion Price shall be recomputed accordingly as of the close of business on such record date, and thereafter such Conversion Price shall be adjusted pursuant to this Section 4.5 as of the time of actual payment of such dividends or distributions; and (ii) no such adjustment shall be made if the holders of Series B Preferred Stock simultaneously receive (A) a dividend or other distribution of shares of Class A Common Stock in a number equal to the number of shares of Class A Common Stock that they would have received if all outstanding shares of Series B Preferred Stock had been converted into Class A Common Stock on the date of such event or (B) a dividend or other distribution of shares of Series B Preferred Stock which are convertible, as of the date of such event, into such number of shares of Class A Common Stock as is equal to the number of shares of Class A Common Stock that they would have received if all outstanding shares of Series B Preferred Stock had been converted into Class A Common Stock on the date of such event.

4.6 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Class A Common

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Stock in respect of outstanding shares of Class A Common Stock), then and in each such event the holders of Series B Preferred Stock shall receive, simultaneously with the distribution to the holders of Class A Common Stock, a dividend or other distribution of such securities in an amount equal to the amount of such securities as they would have received if all outstanding shares of Series B Preferred Stock had been converted into Class A Common Stock on the date of such event.

4.7 Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date, the Class A Common Stock issuable upon the conversion of any shares of Series B Preferred Stock is changed into the same or a different number of shares of any class or classes of stock of the Corporation, whether by recapitalization, reclassification, or otherwise (other than by a stock split or combination, dividend, distribution, merger or consolidation covered by Sections 4.4, 4.5, 4.6 or 4.8 or in a Deemed Liquidation Event), then in any such event each holder of outstanding Series B Preferred Stock shall have the right thereafter to convert such stock into the kind and amount of stock and other securities receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Class A Common Stock into which such outstanding shares of Series B Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change.

4.8 Adjustment for Merger or Consolidation. Subject to the provisions of Section 2.2, if there shall occur any consolidation or merger involving the Corporation in which the Class A Common Stock (but not the Series B Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 4.4, 4.5, 4.6 or 4.7 or a Deemed Liquidation Event), then, following any such consolidation or merger, provision shall be made that each share of Series B Preferred Stock shall thereafter be convertible, in lieu of the Class A Common Stock into which it was convertible prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of shares of Class A Common Stock of the Corporation issuable upon conversion of one outstanding share of Series B Preferred Stock immediately prior to such consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of Series B Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of Series B Preferred Stock.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than thirty (30) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series B Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series B Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series B Preferred Stock (but in any event not later than fifteen (15) days thereafter, furnish or cause to be furnished to such holder a certificate setting forth (a) the Conversion Price then in effect and (b) the number of shares of Class A Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of the Series B Preferred Stock.

4.10 Mandatory Conversion. On the date that is six (6) months after the Original Issue Date (the "Mandatory Conversion Time"), all outstanding shares of Series B Preferred Stock shall automatically be converted into shares of Class A Common Stock, at the applicable ratio described in Section 4.1 as the same may be adjusted from time to time in accordance with Section 4, and such shares may not be reissued by the Corporation.

4.10.1 Procedural Requirements. All holders of record of shares of Series B Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series B Preferred Stock in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Series B Preferred Stock shall surrender such holder's book-entry interests for all such shares in the same manner provided for in Section 4.3.1 and shall thereafter receive the number of shares of Class A Common Stock to which such holder is entitled pursuant to this Section 4. As soon as practicable after the Mandatory Conversion Time and the surrender of the book-entry interests for Series B Preferred Stock, the Corporation shall issue and deliver to such holder, or to such holder's nominee(s), book-entry interests (if any) for the number of full shares of Class A Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Section 4.2 in lieu of any fraction of a share of Class A Common Stock otherwise issuable upon such conversion.

5. Dividends. The holders of Series B Preferred Stock shall not be entitled to receive dividends.

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6. Redemption.

6.1 Redemption upon Election by the Holders of Series B Preferred Stock. Shares of Series B Preferred Stock shall be redeemable upon the election of the holder or holders of the Series B Preferred Stock at the Redemption Price (as defined below) per share, which shall be payable in one installment, commencing on a date (the "Redemption Date") not less than sixty (60) days after and not more than ninety (90) days after the holder(s) of Series B Preferred Stock deliver written notice of the redemption to the Corporation (the "Redemption Notice"); provided that the holders of Series B Preferred Stock shall not send the Redemption Notice until four (4) months have passed from the Original Issue Date. The delivery of the Redemption Notice shall be irrevocable and shall state (i) the number of shares of Series B Preferred Stock to be redeemed on the Redemption Date; (ii) the Redemption Date; (iii) the Redemption Price; and (iv) that the holder(s) are to surrender to the Corporation, in the manner and at the place designated, such holder's book-entry interests representing shares of Series B Preferred Stock to be redeemed. For purposes of this Section 6.1, "Redemption Price" shall mean $310,957,102.00 divided by the number of then outstanding shares of Series B Preferred Stock

6.2 Redemption upon Election by the Corporation. Share of Series B Preferred Stock shall not be redeemable upon the election of the Corporation.

6.2.1 Surrender of Book-Entry Interests; Payment. On or before the Redemption Date, each holder of shares of Series B Preferred Stock to be redeemed, unless such holder has exercised such holder's right to convert such shares as provided in Section 4 prior to the date that is thirty (30) days after the date of the Redemption Notice, shall surrender the book-entry interests representing such shares to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person indicated as the owner of such book-entry interests.

6.2.2 Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on or prior to the Redemption Date the Redemption Price payable upon redemption of the shares of Series B Preferred Stock to be redeemed is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the book-entry interests evidencing any of the shares of Series B Preferred Stock so called for redemption shall not have been surrendered, all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their book-entry interests therefor.

7. Reissuance of Series B Preferred Stock. Any shares of Series B Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series B Preferred Stock following redemption.

8. Waiver. Any of the rights, powers, privileges and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all holders of Series B Preferred Stock by a written waiver from the holders of at least a majority of the then outstanding shares of Series B Preferred Stock.

9. Notices. Except as otherwise provided herein, any notice required or permitted by the provisions of this Certificate of Designation to be given to a holder of shares of Series B Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

****

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be executed on behalf of the Corporation by the undersigned authorized officer this 20th day of March, 2023.

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Bloom Energy Corporation

By: /s/ Greg Cameron
Name: Greg Cameron
Title: President and Chief Financial Officer

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Exhibit H

CONTRIBUTION AGREEMENT

March 23, 2023

This Contribution Agreement (this "*Agreement*") is being entered into as of March 23, 2023 between Econovation, LLC, a limited liability company organized under the laws of Delaware (the "*Company*"), and SK ecoplant Co., Ltd., a private company limited organized under the laws of the Republic of Korea ("*SK*").

In light of (a) SK's payment of $310,957,102 to Bloom Energy Corporation ("*Bloom*") for 13,491,701 shares of Series B Redeemable Convertible Preferred Stock of Bloom, pursuant to the Securities Purchase Agreement, dated as of October 23, 2021 (as amended, the "*SPA*"), between SK and Bloom, and (b) SK's directing of Bloom to issue the shares in the name of the Company, pursuant to the SPA, the Early Close Agreement, dated as of February 27, 2023, among SK, Bloom and the Company and the Amendments to the Securities Purchase Agreement, dated as of March 20, 2023, between SK and Bloom, the Company hereby issues to SK 13,491,701 of its Common Membership Interests, pursuant to the Limited Liability Company Agreement, dated as of November 15, 2022, of the Company.

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles.

[signature page follows]

This Agreement is executed as of the date first set forth above.

ECONOVATION, LLC

By: SK ecoplant Co., Ltd., as the sole Member and Manager of Econovation, LLC

By: /s/ Seongjun Bae
Name: Seongjun Bae
Title: Representative

SK ECOPLANT CO., LTD.

By: /s/ Wangjae (Justin) Lee
Name: Wangjae (Justin) Lee
Title: Managing Director of Eco Energy BU

[Signature Page to Contribution Agreement]

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Exhibit I

Execution Version

AMENDED AND RESTATED SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement, which was initially entered into as of March 9, 2023, is hereby amended and restated as of March 24, 2023 (as amended and restated, this "***Agreement***"), among Econovation, LLC, a limited liability company formed under the laws of the State of Delaware (the "***Company***"), SK ecoplant Co., Ltd., a company formed under the laws of the Republic of Korea (the "***Seller***," which shall include its capacity as the Manager of the Company), Blooming Green Energy Limited, a company formed under the laws of the Republic of Korea (the "***Purchaser***"), and ESG Blooming Private Equity Fund, an institutional private equity fund formed under the laws of the Republic of Korea (the "***PEF***").

BACKGROUND

1. The Purchaser desires to purchase Class A Common Membership Interests of the Company (the "***Common Membership Interests***") from the Seller and to be admitted as a Member of the Company, pursuant to the Limited Liability Company Agreement of the Company, which will be amended and restated (as so amended and restated, the "***LLC Agreement***").

2. In connection with the parties' entry into this Agreement and the LLC Agreement, the Seller, the Purchaser and the Company are also entering into the Members Agreement and the other agreements and documents contemplated by these agreements (such agreements and documents, collectively, the "***Transaction Documents***") and the consummation of the transactions contemplated hereby and thereby (collectively, the "***Transactions***").

3. SKS PE Co., Ltd., a private limited company formed under the laws of the Republic of Korea ("***SKS PE***"), established the PEF and serves as its General Partner along with a number of financial institutions as limited partners ("***LPs***") in accordance with the Korean Financial Investment Services and Capital Markets Act (the "***FISCMA***") on February 17, 2023, and the PEF established the Purchaser as a special-purpose company as prescribed under the FISCMA on February 22, 2023.

4. The sale of the Common Membership Interests contemplated by this Agreement will be effected in transactions offshore from the United States in Korea for purposes of Regulation S ("***Regulation S***") of the United States Securities Act of 1933, as amended (the "***U.S. Securities Act***"), and to institutional "qualified institutional buyers" (as defined in Rule 144A of the U.S. Securities Act) in the United States pursuant to Rule 144A of the U.S. Securities Act.

5. Capitalized terms used but not defined herein have the meanings given to them by the LLC Agreement.

AGREEMENT

By execution and delivery of this Agreement, each of the undersigned hereby agrees with the Company as follows:

Section 1 Purchase and Sale of Common Membership Interests; Conditions; Closings.

(a) Purchase and Sale. The Purchaser agrees that it shall purchase Common Membership Interests from the Seller, and the Seller agrees to sell to the Purchaser these Common Membership Interests, subject to the terms and conditions of this Agreement as set forth below in clauses (b) and (c).

(b) First Closing; First Closing Date; First Closing Conditions.

(i) First Closing Date. On March 31, 2023, or such other earlier date that the Seller and the Purchaser shall agree upon in writing, subject to the satisfaction or waiver in writing of the conditions to the First Closing set forth below (such date, as it may be extended in connection with a First Closing Default as contemplated below, the "***First Closing Date***"), the

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Purchaser shall purchase from the Seller the First Common Membership Interests in exchange for the First Purchase Price, which shall be payable in Korean Won ("***KRW***").

"***First Common Membership Interests***" represents the number of Common Membership Interests to be purchased at the First Closing as determined by the Purchaser and notified to the Seller prior to the First Closing.

"***Unit Purchase Price***" represents the amount equal to KRW 30,351.94, which is the price per Common Membership Interest to be purchased at the First Closing and, if applicable, the Second Closing determined by calculating the quotient (rounded down to the second digit after the decimal point) of:

(A) $311,957,202, which is the sum of U.S. $310,957,102 (which equals the U.S. Dollar amount of the purchase price of the 13,491,701 shares of Series B Redeemable Convertible Preferred Stock of Bloom Energy Corporation ("***Bloom***," and such shares, "***Bloom Preferred Shares***"), which will be convertible into shares of Class A Common Stock of Bloom (together with the Bloom Preferred Shares, the applicable "***Bloom Shares***") unless otherwise converted earlier upon exercise of the conversion right by the Seller, paid for by the Seller), plus $1,000,000 (which represents the operational and other out-of-pocket expenses of the Seller incurred in connection with its capital contribution and related expenses), plus $100 (which represents the Seller's initial capital contribution to the Company for 1,000 Common Membership Interests) which amounts in U.S. Dollars shall be translated into KRW as of the date of Seller's capital contribution; and

(B) 13,491,701, which represents the total Common Membership Interests that the Seller received in consideration for its capital contribution to the Company.

"***First Purchase Price***" represents the amount equal to the product of the First Common Membership Interests and the Unit Purchase Price rounded up to the nearest KRW and shall in no event be less than 100 billion KRW.

(ii) First Closing. The closing of the first sale of Common Membership Interests (the "***First Closing***") shall take place on the First Closing Date by the electronic exchange of the signed applicable Transaction Documents and upon the wiring of the First Purchase Price in exchange for the sale of the First Common Membership Interests, as contemplated above.

(iii) First Closing Conditions. The obligations of the Parties to effect the First Closing shall be subject to the satisfaction or waiver in writing of the following conditions applicable to each of them as set forth below:

(A) The Seller's First Closing Conditions. The obligation of the Seller to effect the First Closing is subject to the satisfaction or waiver in writing of the following conditions:

(I) receipt of completed and executed copies of the following from the Purchaser:

(Y) signature page of the Members Agreement; and

(Z) signature page of the LLC Agreement;

(II) completed copy of Form W-8 for non-U.S. persons pursuant to Exhibit 1 (the "***Tax Form***");

(III) wiring by the Purchaser of the First Purchase Price for the purchases of the First Common Membership Interests to a bank account designated in writing by the Seller and confirmation by the Seller of the receipt of these funds;

(IV) the representations and warranties of each of the Purchaser and the PEF, on behalf of itself and the other Rep Parties (as defined below) being true in all material respects as of the date of this Agreement and on the First Closing Date;

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(V) confirmation of the internal approval within the PEF of its investment in the Purchaser and the Transactions and the Purchaser's minutes of the unitholders meeting approving the Transactions; and

(VI) unconditional approval by the Korea Fair Trade Commission of the Purchaser's application for a business combination in respect of the Transactions pursuant to the Korean Monopoly Regulation and Fair Trade Act (the "***KFTC Filing***"), provided that the Seller shall use its commercially reasonable best efforts to provide any material required for the application by the Purchaser to the Korea Fair Trade Commission within one (1) Business Day from the date this Agreement is executed (including any supplementation thereof) in relation to the Seller, the Company, or Bloom and upon request by the Purchaser, in which event the Seller shall not be liable for failure to satisfy this condition to the First Closing.

(B) The Purchaser's First Closing Conditions. The obligation of the Purchaser to effect the First Closing is subject to the satisfaction or waiver in writing of the following conditions:

(I) receipt of completed and executed copies of the following from the Company and the Seller:

(Y) signature page by the Seller and the Company of the Members Agreement; and

(Z) signature page by the Seller and the Company of the LLC Agreement;

(II) completed copy of the Tax Form

(III) the receipt of the First Common Membership Interests being purchased in the form of a confirmation by the Seller and the Company and the admission by the Company of the Purchaser as a Member of the Company; and

(IV) the representations and warranties of the Seller and the Company being true in all material respects as of the date of this Agreement and on the First Closing Date;

(V) unconditional approval by the Korea Fair Trade Commission of the Purchaser's KFTC Filing, provided that the Purchaser shall duly prepare and submit the application materials to the Korea Fair Trade Commission within one (1) Business Day from the date this Agreement is executed, in which event the Purchaser shall not be liable for failure to satisfy this condition to the First Closing; and

(VI) the completion of the Company's acquisition of Bloom Shares.

(iv) Remedies of Seller for Purchaser's Non-Performance at First Closing. In the event that the Purchaser does not pay the minimum amount of the First Purchase Price prescribed under Section 1(b)(i) to the Seller by the First Closing Date (the "***First Closing Default***"), then the Seller shall have the right to the following remedies in connection with that First Closing Default by the Purchaser, provided that the Purchaser's delay in payment of the First Purchase Price solely due to any delay in the Korea Fair Trade Commission's approval of the KFTC Filing shall not constitute the First Closing Default and the First Closing Date in such event shall be postponed to the date that is eight (8) Business Days from the date of the approval of the KFTC Filing but in no event later than May 31, 2023:

(A) the right to terminate this Agreement by written notice thereof to the Purchaser; and

(B) the right, in lieu of the termination right contemplated by clause (A) above, of specific performance, to cause the Purchaser to pay the First Purchase Price and effect the First Closing within ten (10) Business Days of the First Closing Date.

(v) First Max Closing. Upon the written agreement of the Seller and the Purchaser before the First Closing Date, such Parties may increase the number of First Common Membership Interests to be purchased at the First Closing to up

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to a maximum amount of 6,610, 934 Common Membership Interests, at a purchase price equal to the Unit Purchase Price per Common Membership Interest.

(c) Second Closing; Second Closing Date; Second Closing Conditions.

(i) Second Closing Date. On May 31, 2023 or such earlier date that the Seller and the Purchaser shall agree upon in writing after the First Closing Date, subject to the First Closing having occurred by the First Closing Date and the satisfaction or waiver in writing of the conditions to the Second Closing set forth below (such date, the "***Second Closing Date***" and, together with the First Closing Date, the applicable "***Closing Date***"), the Purchaser has an option, but not an obligation, to purchase the Second Common Membership Interests in exchange for the Second Purchase Price, which shall be payable in KRW.

"***Second Common Membership Interests***" represents the number of Common Membership Interests to be purchased at the Second Closing that shall not, in combination with the First Common Membership Interests, exceed 6,610,934 Common Membership Interests, as determined by the Purchaser and notified to the Seller prior to the Second Closing. References to the applicable "***Common Membership Interests***" means the First Common Membership Interests and the Second Common Membership Interests, as the case may be.

"***Unit Purchase Price***" for the Second Closing has the same meaning as for the First Closing.

"***Second Purchase Price***" represents the total purchase price payable by the Purchaser to the Seller for the Second Common Membership Interests to be purchased at the Second Closing and shall be determined by multiplying the number of Second Common Membership Interests by the Unit Purchase Price rounded up to the nearest KRW. References to the applicable "***Purchase Price***" mean the First Purchase Price and the Second Purchase Price, as the case may be.

(ii) Second Closing. The second closing of the sale of Common Membership Interests, if at all (the "***Second Closing***" and, together with the First Closing, the applicable "***Closing***") shall take place on the Second Closing Date by the electronic exchange of the signed applicable Transaction Documents and upon the wiring of the Second Purchase Price in exchange for the sale of the Second Common Membership Interests, as contemplated above. The Parties agree that, whether the Second Closing occurs or not, shall not affect the validity of the First Closing.

(iii) Second Closing Conditions. The obligations of the Parties to effect the Second Closing shall be subject to the satisfaction or waiver in writing of following conditions applicable to each of them as set forth below:

(A) Seller's Second Closing Conditions. The obligation of the Seller to effect the Second Closing is subject to the satisfaction or waiver in writing of the following conditions:

(I) receipt of written confirmation from the Purchaser that nothing has changed with respect to:

(X) the Investor Questionnaires previously delivered to Seller;

(Y) the Tax Form; or

(Z) the internal approval of the PEF or the Purchaser,

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(II) each of which were delivered in connection with the First Closing or, if there are any changes such changes are delivered in writing to the Seller and such changes are reasonably satisfactory to the Seller;

(III) wiring by the Purchaser of the Second Purchase Price for the purchase of the Second Common Membership Interests to a bank account designated in writing by the Seller and confirmation by the Seller of the receipt of these funds; and

(IV) the representations and warranties of the Purchaser and the PEF, on behalf of itself and the other Rep Parties (as defined below) being true in all material respects as of the date of this Agreement and on the Second Closing Date.

(B) Purchaser's Second Closing Conditions. The obligation of the Purchaser to effect the Second Closing is subject to the satisfaction or waiver in writing of the following conditions:

(I) the receipt of the Second Common Membership Interests being purchased in the form of a written confirmation by the Seller and the Company;

(II) receipt from the Company of written confirmation that the Second Common Membership Interests of the Purchaser as recorded in the LLC Agreement and the Members Agreement shall have been adjusted to give effect to the Second Closing; and

(III) the representations and warranties of the Seller and the Company being true in all material respects as of the date of this Agreement and on the Second Closing Date.

Section 2 Representations, Warranties and Agreements of the Company.

The Company hereby represents and warrants to the Purchaser as set forth below in this Section as of date of this Agreement and as of the applicable Closing Date:

2.1 Due Authorization. The Company has full right, power and authority to execute and deliver this Agreement and the other Transaction Documents and to perform its obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the Transactions has been duly and validly taken.

2.2 Securities Purchase Agreement, LLC Agreement and Members Agreement. Each of this Agreement, the LLC Agreement and the Members Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company, enforceable in accordance with its respective terms, except as (a) the enforcement hereof and thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, (b) rights to indemnification and contribution hereunder may be limited by applicable law and public policy considerations and (c) the enforcement hereof and thereof may be limited by the implied covenant of good faith and fair dealing.

2.3 No Additional Consents Required. No consent, approval, authorization, order, filing, registration, license or qualification of or with any U.S., Korean or other court, arbitrator or governmental or regulatory authority, agency or body that has not already been obtained is required for the execution, delivery and performance by the Company of each of the Transaction Documents, the sale and delivery of the Common Membership Interests by the Seller and performance and compliance by the Company with the terms thereof and the consummation of the Transactions, other than those that have been received as of the date of this Agreement.

2.4 No Conflicts. The entry by the Company into the Transaction Documents and the closing or effecting the Transactions will not violate or breach or conflict with (a) the Certificate of Formation of the Company, the LLC Agreement or the Members Agreement, (b) any judgment, order, decree or other similar item by any applicable U.S. or non-U.S. court or governmental or regulatory authority, (c) any

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applicable U.S., Korean or other non-U.S. law, statute or regulation, including the FISCMA and any other statute or regulation of the Korean Financial Supervisory Service of Korea ("***FSS***") and (d) any material agreement of the Company.

2.5 Securities Laws Compliance.

(a) In connection with the Transactions, the Company has not used or distributed any written materials in connection with its discussion with the Purchaser, the PEF, SKS PE or the LPs in connection with the investment decision of the Purchaser to purchase Common Membership Interests of the Company or the decision of the PEF, SKS PE or the LPs to make an investment in the Purchaser or any other entity that is investing, directly or indirectly, in the Purchaser.

(b) Investment Company Act Compliance. The Company is not required to register with the SEC as an "investment company" as defined in the United States Investment Company Act of 1940, as amended (the "***U.S. Investment Company Act***"). The Company has not and will not hold itself out as an "investment fund" within the meaning of the U.S. Investment Company Act, whether in Korea or elsewhere.

(c) Business of the Company. The sole business of the Company is the ownership of the applicable Bloom Shares, and the conduct of certain activities ancillary thereto as modified from time to time as needed and as contemplated by the LLC Agreement and the Members Agreement.

(d) Deemed Capital Contribution; Admission of the Purchaser As Member. In connection with the Closing:

(i) The Purchaser's payment of the applicable Purchase Price to the Seller shall be deemed to constitute a capital contribution of a like amount of cash to the Company (the "***Capital Contribution***");

(ii) The applicable Common Membership Interests being purchased shall be exchanged automatically into applicable Redeemable Convertible Preferred Membership Interests of the Company pursuant to the LLC Agreement; and

(iii) in connection with the First Closing, the Purchaser shall become a Member of the Company.

(e) Ownership of Bloom Shares. The Company has full title of 13,491,701 shares of the Bloom Shares without any lien, encumbrance, or other restriction, or any concern thereof upon them that may limit any disposal of the Shares except with respect to restrictions set forth in the agreements entered into between the Seller and Bloom.

Section 3 Representations, Warranties and Agreements of Seller.

The Seller, hereby makes the representations, warranties and agreements set forth below in this Section to the Purchaser as of the date of this Agreement and as of the applicable Closing Date:

3.1 Due Authorization. The Seller has full right, power and authority to execute and deliver this Agreement and the other Transaction Documents and to perform its obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the Transactions has been duly and validly taken.

3.2 Securities Purchase Agreement, LLC Agreement and Members Agreement. Each of this Agreement, the LLC Agreement and the Members Agreement has been duly authorized, executed and delivered by the Seller and constitutes a valid and binding agreement of the Seller, enforceable in accordance with its respective terms, except as (a) the enforcement hereof and thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, (b) rights to indemnification and contribution hereunder may be limited by applicable law and public policy considerations and (c) the enforcement hereof and thereof may be limited by the implied covenant of good faith and fair dealing.

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3.3 No Additional Consents Required. To the best knowledge of the Seller upon reasonable inquiry, no consent, approval, authorization, order, filing, registration, license or qualification of or with any U.S., Korean or other court, arbitrator or governmental or regulatory authority, agency or body that has not already been obtained is required for the execution, delivery and performance by the Seller of each of the Transaction Documents, the sale and delivery of the Common Membership Interests and performance and compliance by the Seller with the terms thereof and the consummation of the Transactions, other than those that have been received as of the date of this Agreement.

3.4 No Conflicts. The entry by the Seller into the Transaction Documents and the closing or effecting the Transactions will not violate or breach or conflict with (a) the constituent documents of the Seller, (b) any judgment, order, decree or other similar item by any applicable U.S. or non-U.S. court or governmental or regulatory authority, (c) any applicable U.S., Korean or other non-U.S. law, statute or regulation, including the FISCMA, and any other statute or regulation of the FSS and (d) any material agreement of the Seller.

3.5 Securities Laws Compliance. The offer and sale of the Common Membership Interests is outside only the United States to non "U.S persons" (as defined in Regulation S of the U.S. Securities Act) in offshore transactions in reliance on Regulation S of the U.S. Securities Act, and/or to institutional accredited investors pursuant to Rule 144A of the U.S. Securities Act. The offer and sale of the Common Membership Interests is being made in compliance with the U.S. Securities Act, any applicable securities laws of the states of the United States and any applicable securities laws of Korea.

3.6 Ownership. The Seller has full title of the Common Membership Interests being sold to the Purchaser, without any lien or other encumbrance upon them.

Section 4 Representations, Warranties and Agreements of Purchaser and PEF.

The Purchaser hereby makes the representations, warranties and agreements set forth below in this Section to the Company and the Seller as of the date of this Agreement and as of the applicable Closing Date. The PEF hereby makes the representations, warranties and agreements in Sections 4.1 through 4.6 and Section 4.13 to the Company and the Seller as of the date of this Agreement and as of the applicable Closing Date:

4.1 Due Authorization. Each of the Purchaser and the PEF, as the case may be, has full right, power and authority to execute and deliver each of the Transaction Documents and to perform its obligations hereunder and thereunder, as the case may be; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken by each of the Purchaser and the PEF, as the case may be.

4.2 Securities Purchase Agreement, LLC Agreement and Members Agreement. Each of this Agreement, LLC Agreement and the Members Agreement has been duly authorized, executed and delivered by the Purchaser and the PEF and constitutes a valid and binding agreement of such parties, enforceable in accordance with its terms, except as (a) the enforcement hereof and thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, (b) rights to indemnification and contribution hereunder may be limited by applicable law and public policy considerations and (c) the enforcement hereof and thereof may be limited by the implied covenant of good faith and fair dealing.

4.3 No Additional Consents Required. To the best knowledge of the Purchaser and the PEF upon reasonable inquiry, no consent, approval, authorization, order, filing, registration, license or qualification of or with any U.S., Korean or other court, arbitrator or governmental or regulatory authority, agency or body that has not already been obtained is required for the execution, delivery and performance by the Purchaser or the PEF, as the case may be, of each of the Transaction Documents, the sale and delivery of the Common Membership Interests and compliance and performance by each of the Purchaser and the PEF, as the case may be, with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, except for such consents, approvals, authorizations, orders, filings, registrations, licenses or qualifications the parties hereto agreed to be obtained as required under the U.S. Securities Act and applicable state securities laws as well as for the approval by the Korea Fair Trade Commission of the Purchaser's application for business combination in respect of the Transactions pursuant to the Korean Monopoly Regulation and Fair Trade Act and other than those that have been received as of the date of this Agreement.

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4.4 No Conflicts. The entry by each of the Purchaser and the PEF into the Transaction Documents and the closing or effecting of the Transactions, as the case may be, will not violate or breach or conflict with (a) any judgment, order, decree or other similar item by any applicable U.S. or non-U.S. court or governmental or regulatory authority, (b) any applicable U.S., Korean or other non-U.S. law, statute or regulation, including the FISCMA, and any other statute or regulation of the FSS and (c) any material agreements of the Purchaser or the PEF. There is no litigation, investigation or other proceeding pending or, to the best knowledge of the Purchaser and the PEF, threatened against such party or any of its affiliates which, if adversely determined, would adversely affect the party's ability to perform its obligations under this Agreement, the LLC Agreement, the Members Agreement, or the other Transaction Documents, as the case may be.

4.5 Securities Law Compliance.

(a) To the best knowledge of the Purchaser and the PEF upon reasonable inquiry on behalf of itself and the LPs (all such parties, collectively, the "***Rep Parties***"), each Rep Party:

(i) is (i) not a "U.S. person" (within the meaning of Regulation S), is purchasing the Common Membership Interests as part of an offshore transaction (within the meaning of Regulation S) and, in connection with the offer and sale of the Common Membership Interests, there have not been any "directed selling efforts" (within the meaning of Regulation S) or (B) a "qualified institutional buyer" (as defined under Rule 144A of the U.S. Securities Act);

(ii) does not have any office or operation in the United States, including with which to make the investment in the Common Membership Interests or similar investments;

(iii) acknowledges that the Common Membership Interests have not been registered under the U.S. Securities Act and may not be reoffered or resold within the United States or to, or for the account or benefit of, U.S. persons, except in accordance with Rule 144A of the Securities Act or Regulation S (which restricts any such transfer for a period of one year from the applicable Closing Date) or pursuant to another exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;

(iv) acknowledges that the Common Membership Interests (A) may be subject to restriction on transfer outside the United States, according to the laws and regulations of any such countries, (B) are subject to restrictions on transfer pursuant to U.S. federal and state securities laws and the LLC Agreement and (C) will acknowledges that the certificates representing the Common Membership Interests will carry a legend to the effect of clauses (A) and (B) of this paragraph;

(v) does not own or have any "beneficial ownership" (as defined in the United States Securities Exchange Act of 1934, as amended) in, directly or indirectly, any shares of Class A Common Stock, Class B Common Stock, or Redeemable Convertible Preferred Stock of Bloom, other than those to be purchased hereunder, and will not purchase any such shares, directly or indirectly, without prior disclosure to the Seller and the receipt of any applicable prior governmental or regulatory approvals in connection with such purchase or planned or intended purchase;

(vi) (A) is an institutional investor, with experience and expertise in making investments similar to the one represented by the Common Membership Interests and the applicable Bloom Shares; (B) has reviewed the filings by Bloom with the SEC, the website of Bloom and other announcements or press releases of Bloom sufficient to make an informed investment decision regarding an investment in the Common Membership Interests and the applicable Bloom Shares; and (C) has had the opportunity to ask due diligence questions of Bloom and receive answers to these questions; and

(vii) acknowledges and agrees that (A) the only written materials any of them has received from the Seller is publicly available information regarding Bloom, such as Bloom's filings with the SEC, for which each such Rep Party acknowledges and agrees that the Seller is not responsible with respect to the accuracy, completeness or truthfulness of any such materials; (B) is not relying on the Seller for any due diligence or other information with which

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to evaluate an investment in the Common Membership Interests or the applicable Bloom Shares; and (C) has its own legal, financial, accounting and tax advisors as it deems advisable to make the investment represented by purchasing the Common Membership Interests,

provided that, the Parties have the understanding that references in this clause (a) to Common Membership Interests includes the Redeemable Convertible Preferred Membership Interests into which the purchased Common Membership Interests will be exchanged pursuant to the LLC Agreement.

(b) Qualified Purchaser Status. To the best knowledge of the Purchaser and the PEF upon reasonable inquiry, each Rep Party is a "qualified purchaser" (as defined in Section 2(a)(51) of the U.S. Investment Company Act). If the Rep Party is not a "qualified purchaser", it is wholly owned by an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity ("***Person***" and collectively, "***Persons***") that is a qualified purchaser and has adopted policies and procedures, including the implementation of binding contractual obligations designed to prevent ownership by Persons that are not "qualified purchasers."

(c) Investment Adviser Status. To the best knowledge of the Purchaser and the PEF upon reasonable inquiry, each Rep Party is not an "investment adviser" required to register with the SEC under the United States Investment Advisers Act of 1940, as amended. Each Rep Party has not and will not hold itself out as managing the investment of the Company, either directly or indirectly, or otherwise as engaging in activities of an "investment adviser."

4.6 U.S. Federal Power Act Compliance. To the best knowledge of the Purchaser and the PEF upon reasonable inquiry:

(a) Each Rep Party has provided true and accurate information in its response to the Investor Questionnaire collated by the Purchaser and submitted to the Seller relating to its compliance with the U.S. Federal Power Act in relation to its entering into the Transactions.

(b) None of the Rep Parties, individually or on a combined basis with its affiliates or its limited partners (collectively referred to as a "***FERC Investor***") directly or indirectly, (i) presently owns interests, equity or capital stock of Bloom that when combined with the interests to be held by Company may meet or exceed 10% of Bloom's shares, operates Bloom, or has designation rights regarding the Board of Directors of Bloom; (ii) owns 10% or more of the voting securities of any company or entity that owns or operates any entities, companies or assets the business of which is the generation, sale, transmission or distribution of electric energy within the United States (any such company, entity or assets, collectively, a "***Utility Business***") or (iii) otherwise has Board designation rights relating to or control of any Utility Business.

(c) No FERC Investor that owns or will own, directly or indirectly, 10% or more of the voting securities in the Company or that otherwise has indicia of control over the Company, owns a 10% or greater interest in equity or capital stock of a Utility Business or holds the right to appoint a seat on a Utility Business's board of directors or equivalent governing body.

(d) The FERC Investor covenants to the Company that, to the extent it holds a 10% or greater interest in or has other indicia or evidence of control over the Company, it will refrain from acquiring, directly or indirectly, any "controlling interests" in any Utility Business without prior written notice to the Company so as to ensure that until all required regulatory approvals are received and all regulatory obligations of the Company are met.

(e) Each Rep Party understands that the meaning given to the terms in this Section 4.6, including those with quotation marks around them in their first usage, is contained in the United States Federal Power Act, or is the meaning given to them by FERC.

4.7 Compliance with United States Hart-Scott-Rodino Antitrust Improvements Act. The Purchaser represents that its acquisition of the Common Membership Interests of the Company will not constitute a "controlling economic interest" of the Company (meaning a "controlling economic interest" within the meaning of the Hart-Scott-Rodino Antitrust Improvements Act of 1974, as amended, which includes, for a non-corporate entity, such as the Company, having the right receive 50% or more of the (i) profits of the Company or (ii) assets upon a sale or dissolution of the Company.

4.8 Bank Holding Company Act Compliance.

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(a) None of the Purchaser, their subsidiaries or affiliates is (i) a "bank holding company" as defined under Section 2(a) of the U.S. Bank Holding Company Act of 1956, as amended (the "***BHC Act***"), (ii) treated as a bank holding company for purposes of Section 8 of the International Banking Act of 1978 (the "***IBA***"), or (iii) a foreign bank as defined under the IBA.

(b) None of the Purchaser or their subsidiaries is a "subsidiary" or "affiliate" (as each are defined in Section 2(a) of the BHC Act) of a bank holding company, a company treated as a bank holding company, or a foreign bank, and none of each Rep Party or its subsidiaries is a U.S. branch, agency office, or commercial lending subsidiary of a foreign bank.

(c) None of the Purchaser or their subsidiaries is subject to (i) the Volcker Rule under Section 13 of the BHC Act or the regulations of the Board of Governors of the Federal Reserve System (the "***Federal Reserve Board***") promulgated thereunder (12 CFR Part 248), or (ii) any of the investment or activity restrictions under the BHC Act and the Federal Reserve Board's Regulations Y (12 CFR Part 225) and K (12 CFR Part 211).

4.9 No China or Russia Affiliations. To the best knowledge of the Purchaser and the PEF upon reasonable inquiry on behalf of itself and the LPs, each of the Purchaser and the LPs is not a citizen or national of The People's Republic China (including Hong Kong) or Russia, nor are any of its senior officers (including its chief executive officer, president, chief financial officer, chief operating officer or similar or other senior officers) or members of its board of directors or an equivalent governing body are citizens or nationals of these countries. No direct, intermediate or ultimate parent of the Purchaser is incorporated or exist under the laws of The People's Republic of China (including Hong Kong) or Russia.

4.10 No Unlawful Contributions or Other Payments. None of the Purchaser, nor any of its subsidiaries nor, to the knowledge of the Purchaser any director, officer, agent, employee, affiliate or other Person associated with or acting on behalf of the Purchaser or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government or regulatory official or employee; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any provision of (w) the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, (x) any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or (y) any other applicable anti-bribery or anti-corruption statute or regulation. The Purchaser and its subsidiaries have instituted and maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

4.11 Compliance with Anti-Money Laundering Laws. The operations of the Purchaser and its subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable anti-money laundering statutes of all jurisdictions where the Purchaser or any of its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "***Anti-Money Laundering Laws***"); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Purchaser or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Purchaser, threatened.

4.12 Compliance with OFAC. None of the Purchaser nor any of their subsidiaries nor, to the knowledge of the Purchaser, any director, officer, agent, employee or affiliate of the Purchaser or any of its subsidiaries is a Person that is, or is owned or controlled by a Person that is, currently the subject or target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority, nor is the Purchaser or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of such sanctions, including, without limitation, Crimea, Cuba, Iran, North Korea, Russia and Syria.

4.13 Status as a Restricted SPV Investor. Each Rep Party is not a "Restricted SPV Investor" (as defined in the Securities Purchase Agreement dated as of October 23, 2021 between the Seller and Bloom) whose investment in the Company may result in a violation of any agreement entered into between the Seller and Bloom.

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4.14 Covenants to Disclose Any Change in Material Facts and Further Cooperate.

(a) If the Purchaser or the PEF shall find out any facts or situation that provides it with knowledge of any development or material change in their representations and warranties set forth in this Section 4 of this Agreement that would cause any of them or the Seller to be in violation of any applicable U.S. law or regulation in connection with the Transactions, such Party shall notify the Seller as promptly as possible of any such facts or situation, with a reasonably detailed description thereof to the best knowledge of the Purchaser upon reasonable inquiry in writing.

(b) At the request of the Company or the Seller, but without any reporting or diligence obligation on a regular basis, the Purchaser covenants to use its best efforts to disclose to the Company any material change in any of their representations and warranties as set forth in Section 4 of this Agreement.

(c) The Purchaser acknowledges and agrees that references have been made herein to certain lists and definitions adopted or published by applicable U.S. governmental or regulatory authorities for the convenience of the Purchaser and that because these lists and definitions are subject to change from time to time, it is the responsibility of the Purchaser, at the request of the Company or the Seller with a reasonably detailed description of such change, to make best efforts to ensure that the lists and definitions are current as of the time this Agreement is executed and that each representation made in this Agreement is true and correct as of the date of this Agreement.

(d) The Purchaser covenants to make best efforts to cooperate with the Company upon request by the Seller or the Company in the preparation and filing or submission of any document with any United States federal governmental or regulatory agency or authority (including but not limited to the SEC and FERC) that is advisable or required to be so filed or submitted in connection with the Transactions or Transaction Documents or to otherwise allow the Company to remain in compliance with all applicable U.S., Korean and other laws and regulations, as determined by the Company upon consultation with the Purchaser.

Section 5 Indemnification.

5.1 Purchaser Indemnification. Each of the Purchaser and the PEF acknowledges that the Company and the Seller are relying upon each of the Purchaser's and the PEF's representations, warranties, agreements and other information set forth in this Agreement, the Tax Form, the LLC Agreement and the Members Agreement (in the form the Parties agreed upon, with respect to the LLC Agreement and the Members Agreement) in connection with the Company and the Seller entering into the Transaction Documents and effecting the Transactions and their determination as to whether the Transactions comply with applicable laws and regulations. Each of the Purchaser and the PEF agree, to the fullest extent permitted by law, to indemnify and hold harmless the Company, the Seller and each partner, member, director, officer, employee, agent, representative and other affiliate of each of them from and against any and all loss, damage or liability incurred due to or arising out of (a) a breach, violation or material inaccuracy of any representation, warranty, statement or agreement made by the Purchaser or the PEF in the Transaction Documents or Tax Form unless otherwise cured within 20 Business Days from the non-breaching party's written notice of breach to the breaching party and (b) the sale of the Common Membership Interests contemplated hereby attributable to the Purchaser or the PEF, including under U.S. federal securities laws and other applicable laws. This Section shall survive the execution and delivery of the Transaction Documents and the consummation of the Transactions.

5.2 Company and Seller Indemnification. The Company and the Seller acknowledge that the Purchaser and the PEF are relying upon each of the Company's and the Seller's representations, warranties, agreements and other information set forth in this Agreement, the Tax Form, the LLC Agreement and the Members Agreement (in the form the Parties agreed upon, with respect to the LLC Agreement and the Members Agreement) in connection with the Purchaser entering into the Transaction Documents and effecting the Transactions and their determination as to whether the Transactions comply with applicable laws and regulations. The Company and the Seller agree, to the fullest extent permitted by law, to indemnify and hold harmless the Purchaser and the PEF and each partner, member, director, officer, employee, agent, representative and other affiliate of the Purchaser and the PEF from and against any and all loss, damage or liability incurred due to or arising out of (a) a breach, violation or material inaccuracy of any representation, warranty, statement or agreement

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made by the Company or the Seller in the Transaction Documents or the Tax Form unless otherwise cured within twenty (20) Business Days from the non-breaching party's written notice of breach to the breaching party and (b) the sale of the Common Membership Interests contemplated hereby attributable to the Company or the Seller, including under U.S. federal securities laws and other applicable laws. This Section shall survive the execution and delivery of the Transaction Documents and the consummation of the Transactions.

Section 6 Termination; Survival.

6.1 This Agreement shall be effective as of the date it has been amended and restated and shall terminate upon the earlier of any First Closing Default and May 31, 2023, subject to the survival provisions of Section 6.2 below.

6.2 Sections 5, 6, 7.2, 7.3, 7.4 and 7.7 shall survive the execution and delivery of this Agreement, any investigation at any time made by or on behalf of the Company or the Purchaser, and the sale of Common Membership Interests contemplated hereby.

6.3 Section 4.14 shall continue in effect until the date when the Purchaser ceases to be a Member of the Company.

Section 7 Miscellaneous.

7.1 Exclusivity. For the period of time from the date of this Agreement until the First Closing Date or May 31, 2023, if the First Closing has occurred and no First Closing Default occurred (the "***Exclusivity Period***"), (a) the Purchaser shall be entitled to an exclusive right to purchase the Common Membership Interests contemplated by this Agreement, and (b) the Company and the Seller agree not to engage with any third party other than the Purchaser during the Exclusivity Period to sell to any such third party Common Membership Interests or other interests that directly or indirectly result in a transaction that is comparable or seeks to achieve the same result as the Transactions; provided in the case of clauses (a) and (b), that there is no First Closing Default and this Agreement and, if applicable, the LLC Agreement and the Members Agreement are not terminated earlier.

7.2 Governing Law; Dispute Resolution. Section 12(b) (Governing Law; Personal Jurisdiction; Venue) of the LLC Agreement is hereby incorporated by reference as if stated herein directly.

7.3 Entire Agreement; Conflicts. This Agreement, the LLC Agreement and Members Agreement contain the entire agreement of the parties with respect the Purchaser's acquisition of Common Membership Interests. Each of the parties hereto agree that in the event of any conflict or inconsistency between the provisions of this Agreement, on the one hand, and the LLC Agreement, on the other hand, the provisions of the LLC Agreement shall control.

7.4 Expenses. Each party hereto will pay its own expenses relating to this Agreement and the purchase of Interests by the Purchaser hereunder.

7.5 Amendments and Waivers. This Agreement may be amended only with the written consent of the Company, the Purchaser, the PEF (with respect to the portions to which it is joining this Agreement) and the Seller. The observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party against which the waiver is sought to be enforced. Failure of any party hereto to exercise any right or remedy under this Agreement or any of the other Transaction Documents, or otherwise, or delay by any such party in exercising such right or remedy, will not operate as a waiver hereof or thereof.

7.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The Purchaser may not assign the Purchaser's purchase right or any right or obligation under this Agreement, without the written consent of the Seller.

7.7 Notices. Any notice, election, communication, consent, approval, expression of satisfaction, request or other document or demand required or permitted under this Agreement (collectively, a "***Notice***") shall be in writing and sent by registered or certified mail, return receipt requested, or by recognized overnight courier or electronic mail, with an email to the email address set forth below All Notices are effective the next day, if sent by recognized overnight courier or electronic mail, or five days after deposit in the United States mail, postage prepaid, properly addressed and return receipt requested; provided that any notice to the Company shall be effective only if and when received by the Seller. Email communications are for convenience sake and do not constitute Notices under this Agreement. Either

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party may change such party's address for receipt of notices and other communications hereunder by a prior notice given to the other party in accordance with this Section. Notices shall initially be addressed as follows:

If to the Company, to:

Econovation, LLC
19 Yulgok-ro 2-gil
Jongno-gu 03149
Seoul, Korea
Attention: Yumi Park
Email: yumi.park@sk.com

with a copy to:

Arnold Porter Kaye Scholer LLP
20F, Concordian
76 Saemunan-ro, Jongno-gu
Seoul, Korea
Attention: Hyung-Soo Kim
Email: Hyungsoo.Kim@arnoldporter.com

and

Arnold & Porter Kaye Scholer LLP
250 W 55th St
New York, NY 10019
Attention: Alex Gendzier
Email: Alex.Gendzier@arnoldporter.com

If to the Purchaser, to:

Blooming Green Energy Limited
31, Gukjegeumyung-ro (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu
Seoul, Korea
Attention: Taekyun Kim
Email: ryankim@skspe.com

If to the PEF to:

ESG Blooming Private Equity Fund
31, Gukjegeumyung-ro (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu
Seoul, Korea
Attention: Taekyun Kim
Email: ryankim@skspe.com

7.8 Company Counsel Does Not Represent Purchaser or PEF.

(a) Arnold & Porter Representation. Each of the Purchaser and the PEF understands that the Seller has retained Arnold & Porter Kaye Scholer LLP ("***Arnold & Porter***") as counsel to the Seller and the Company in connection with the Transactions and may retain Arnold & Porter as counsel in connection with the management and operation of the Company, including, without limitation, making, holding or disposing of the Company's investment, or any dispute that may arise between the Purchaser or the PEF, on the one hand, and the Seller and/or the Company on the other hand (the "***Company Legal Matters***").

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(b) Each of the Purchaser and the PEF understands that Arnold & Porter has not and will not represent the Purchaser or the PEF in connection with the formation of the Company, the amendment and restatement of the LLC Agreement, the negotiation between the Seller and SKS PE with respect to the Members Agreement and the LLC Agreement, the offer and sale of Common Membership Interests in the Company and the other Transactions, unless, to the extent permitted under applicable law and applicable rules of professional responsibility, the Seller and such parties otherwise agree and such parties, as the case may be, separately engages Arnold & Porter.

(c) Each of the Purchaser and the PEF will, if it wishes counsel on any Company Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel (unless otherwise provided in the Members' Agreement or LLC Agreement, and only to the extent set forth therein) or as otherwise determined by a court of competent jurisdiction.

(d) Each of the Purchaser and the PEF understands and agrees that: (a) Arnold & Porter's representation of the Company and/or the Seller is limited to those specific matters with respect to which Arnold & Porter has been or will be retained and consulted by such entities; (b) Arnold & Porter's representation of the Company and/or the Seller is not exclusive and other matters (unrelated to the Company Legal Matters) involving the Seller and/or the Company may exist where Arnold & Porter has been or will be retained or consulted and such matters could affect the Seller, the Company, the Company's investment(s)s, and/or their affiliates; (c) Arnold & Porter will not monitor the Company's, the Seller's or their affiliates' compliance with the Members' Agreement, the LLC Agreement or with applicable laws, rules or regulations, unless in any such case, Arnold & Porter has been specifically retained to do so; (d) Arnold & Porter has not investigated or verified the accuracy and completeness of any of the information set forth in any materials regarding the investment represented by the purchase of Common Membership Interests; and (e) Arnold & Porter is not providing any advice, opinion, representation, warranty or other assurance of any kind as to any matter to the Purchaser or the PEF.

7.9 Construction. The section and paragraph headings used in this Agreement are intended solely for convenience of reference and shall be disregarded in interpreting its provisions. In each place where they are used in this Agreement, the terms "include" and "including" are intended and shall be construed to mean "include, without limitation" and "including, without limitation", unless a contrary intent is clearly indicated in the context.

7.10 Severability. If any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

7.11 Counterparts; Electronic Signatures. This Agreement may be executed and delivered in multiple counterparts, all of which together shall constitute one and the same agreement and instrument, with the same force and effect as though each of the signers had signed a single signature page. Any party's execution and delivery of this Agreement by electronic signature and electronic transmission (jointly, an "***Electronic Signature***"), including via Docusign or other similar method, shall constitute the execution and delivery of a counterpart of this Agreement by or on behalf of such party and shall bind such party to the terms of this Agreement.

7.12 Mutual Covenants. By entering into this Agreement, each party hereto:

(a) agrees to negotiate in good faith to finalize the terms of the LLC Agreement and the Members Agreement and, in any event, to finalize the forms of these agreements by March 24, 2023;

(b) commits to comply with the terms of the LLC Agreement and the Members Agreement;

(c) acknowledges and agrees that whenever a Party makes a representation and warranty, based on its "knowledge," such term "***knowledge***" is based on an objective rather than a subjective standard regarding what a reasonable person would know and conclude, after reasonable inquiry, in light of the context of this Agreement and the Transactions and what is material to the Seller or the Purchaser in these regards as the case may be, provided that this Section 7.12(c) shall not apply to Section 4.14 of this Agreement; and

(d) "***Business Day***" means any day that commercial banks in the United States and Korea are open for business.

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The undersigned has caused the due execution and delivery of this Agreement as of the date first indicated.

Econovation, LLC

By: SK ecoplant Co., Ltd., as the Manager

By: /s/ Seongjun Bae
Name & Title: Seongjun Bae, Representative
Date: March 24, 2023

SK ecoplant Co., Ltd.

By: /s/ Kyung-il Park
Name & Title: Kyung-il Park, CEO
Date: March 24, 2023

[*signature page to the Securities Purchase Agreement]*

The undersigned has caused the due execution and delivery of this Agreement as of the date first indicated.

Blooming Green Energy Limited

By: /s/ Jucheol Kim
Name & Title: Jucheol Kim, Director
Date: March 24, 2023

ESG Blooming Private Equity Fund

By: SKS Private Equity Co., Ltd., as a General Partner

By: /s/ Si Hwa Yoo
Name & Title: Si Hwa Yoo, Representative Director
Date: March 24, 2023

[*signature page to the Securities Purchase Agreement]*

EXHIBIT 1

TAX FORM

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All Investors are required to submit appropriate tax forms.

Form W-8

An Investor that is not a U.S. person must provide the Company with the information on the appropriate series Form W-8. Both individual and entity Investors that are non-U.S. persons should complete and sign the appropriate Form W-8 and return it to the Seller. The Investor does not need to file its Form W-8 with the IRS. Please consult the Investor's tax advisor to determine which one of the applicable series Form W-8 is appropriate for the Investor. The most current versions of such forms are located at the following websites:

Series Form W-8	Website
Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals))	https://www.irs.gov/pub/irs-pdf/fw8ben.pdf
Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities))	https://www.irs.gov/pub/irs-pdf/fw8bene.pdf
Form W-8ECI (Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States)	https://www.irs.gov/pub/irs-pdf/fw8eci.pdf
Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding)	https://www.irs.gov/pub/irs-pdf/fw8imy.pdf
Form W-8EXP (Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding)	https://www.irs.gov/pub/irs-pdf/fw8exp.pdf

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Exhibit J

Execution Version

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF ECONOVATION, LLC

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
ECONOVATION, LLC

This Amended and Restated Limited Liability Company Agreement (as amended or restated from time to time, this "*Agreement*") of Econovation, LLC (the "*Company*") is entered into as of March 24, 2023 (the "*Effective Date*"), by SK ecoplant Co., Ltd. ("*SK*" and in its capacity as a Member, the "*Majority Member*") and Blooming Green Energy Limited (the "*SPC*," and in its capacity as a Member, the "*Minority Member*" and, together with the Majority Member, the "*Members,*" and each a *"Member*"), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "*Act*").

BACKGROUND

1. SK caused a Certificate of Formation of the Company to be filed with the Secretary of State of the State of Delaware on November 9, 2022 (the "*Certificate of Formation"*) and entered into a Limited Liability Agreement of the Company on November 15, 2022 (the "*Prior LLC Agreement*"), as the sole Member.

2. SK entered into Amendments to Securities Purchase Agreement and Investor Agreement on March 20, 2023, and paid $310,957,102 to Bloom Energy Corporation ("*Bloom*") for the acquisition of 13,491,701 shares of Series B Redeemable Convertible Preferred Stock of Bloom (the "*Bloom Preferred Shares*"), which shall be convertible into a like number of Class A Common Stock of Bloom (the "*Bloom Common Shares*" and together with the Bloom Preferred Shares, the applicable "*Bloom Shares*") by no later than the date that is six months after the date the Bloom Preferred Shares are issued. A total amount of $311,957,202, which includes the foregoing purchase price, $1,000,000 for the operational and other out-of-pocket expenses of SK incurred in connection with its capital contribution and related expenses, and $100 for SK's initial capital contribution to the Company for 1,000 Common Membership Interests pursuant to the Prior LLC Agreement) shall be treated as a deemed capital contribution to the Company, in exchange for the Company crediting the Majority Member with 13,491,701 Class A Common Membership Interests (the "*Class A Common Membership Interests*").

3. SK, the Company, the SPC and ESG Blooming Private Equity Fund entered into the Securities Purchase Agreement, dated as of March 9, 2023, and as amended and restated on March 24, 2023 (as so amended and restated, the "*SPA*"), whereby the SPC has agreed to purchase from SK the number of Class A Common Membership Interests of the Company agreed upon between SK and the SPC, in one or two closings, but in no event more than 6,610,934 Class A Common Membership Interests. As a result of the above, the SPC will purchase Class A Common Membership Interests of the Company (the "*First Common Membership Interests*"*)* at the First Closing (as defined in the SPA), which will then be automatically exchanged under the terms of this Agreement for a like number Redeemable Convertible Preferred Membership Interests, in each case, as determined in connection with such First Closing under the SPA. Upon consummation of the First Closing, the SPC may purchase additional Class A Common Membership Interests at the Second Closing (as defined in the SPA) up to the maximum allowed to be purchased by the SPC (6,610,934 Class A Common Membership Interests) under the terms set forth in the SPA.

4. As of the date hereof, SK, the SPC and the Company are entering into the Members Agreement to set forth the terms, conditions and other provisions of the sale of Bloom Shares and other matters (the "*Members Agreement*").

5. For the sake of clarity, Schedule A reflects the ownership interest and other matters of the Company as of the date of this Agreement, and Schedule A Prime illustrates the ownership interests and other matters after giving effect to the SPC purchasing the maximum number of Class A Membership Interests from SK under the SPA.

6. In connection with the above, the Majority Member, SPC and the Company desire to amend and restate the Prior LLC Agreement to set forth certain the agreements with respect to the business and management of the Company.

AGREEMENT

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In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms have the meaning given to them below in this Section, in the Agreement below or in the Members Agreement if not otherwise defined in this Agreement.

"*Act*" means the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time.

"*Bloom*" has the meaning given to it in the Background section

"*Bloom Common Shares*" has the meaning given to it in the Background section.

"*Bloom Preferred Shares*" has the meaning given to it in the Background section.

"*Bloom Shares*" has the meaning given to it in the Background section. For the avoidance of doubt, references to "applicable Bloom Shares" means the Bloom Preferred Shares or, once such Bloom Preferred Shares are converted into Bloom Common Shares, the Bloom Common Shares.

"*Bloom SPA*" means the Securities Purchase Agreement dated as of October 23, 2021, and as amended on March 20, 2023, between SK and Bloom.

"Board of Managers" has meaning given to it in Section 6(a).

"*Business Day*" means any day commercial banks are open for business (meaning any day other than a Saturday, Sunday, or public bank holidays) in New York State and Korea and that is not a government holiday.

"*Class A Common Membership Interests*" has the meaning given to it in the Background section.

"*Certificate of Formation*" has the meaning given to it in the Background section.

"*Code*" shall mean the U.S. Internal Revenue Code of 1986, as amended.

"*Company Expenses*" means all costs and expenses relating to the Company's activities, investments and business, including (a) legal, accounting, auditing, consulting, escrow, custodial and other fees and expenses (including expenses associated with the preparation of Company financial statements, tax returns and forms K-1), (b) costs, expenses and liabilities of the Company (including the cost of any insurance obtained and any litigation and indemnification costs and expenses, judgments and settlements), (c) any taxes, fees and other governmental charges levied against the Company and (d) any expenses incurred in connection with the organization and funding of the Company and the Manager.

"*Conversion Event*" has the meaning given to it in Section 5(c)(v).

"*Distribution Base Date*" has the meaning given to it in the Members Agreement.

"*First Closing*" has the meaning given to it in the SPA.

"*First Common Membership Interests*" has the meaning given to it in the Background section

"*Fiscal Year*" has the meaning given to it in Section 9(a).

"*Government Authority*" has the meaning given to it in the Members Agreement as of the date hereof.

"*Indemnified Party*" has the meaning given to it in Section 11(b).

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"*Investor Agreement*" means the Investor Agreement dated as of December 29, 2021, and as amended on March 20, 2023, between SK and Bloom.

"*Korea*" means the Republic of Korea.

"*Manager*" has the meaning given to it in Section 6(a).

"*Maturity Date*" means the date that is on the third anniversary of the date the Company acquires the Bloom Preferred Shares, which will be extended in perpetuity unless the Preferred Membership Interests have been earlier redeemed or converted.

"*Membership Interests*" means, as the case may be, the Class A Common Membership Interests, Class B Common Membership Interests and the Preferred Membership Interests.

"*Officer*" has the meaning given to it in Section 6(m).

"*Partnership Representative*" means the "partnership representative" of the Company under Section 6223 of the Code, and under any analogous provision of U.S. state or local law.

"*Percentage Interest*" means the percentage of the applicable Membership Interest of each Member in the Company as set forth on Schedule A attached hereto, as adjusted from time to time as required or permitted by the provisions of this Agreement.

"*Person*" means an individual, corporation, partnership, joint venture, limited liability company, Government Authority, unincorporated organization, trust, association or other entity.

"*Preferred Membership Interests*" means the Redeemable Convertible Preferred Membership Interests of the Company.

"*Prior LLC Agreement*" has the meaning given to it in the Background section.

"*Proportionate Shares*" means SK Proportionate Shares for the Majority Member, and SPC Proportionate Shares for the Minority Member.

"*Restricted SPV Investor*" has the meaning given to it in the Bloom SPA.

"*Reversion Date*" has the meaning given to it in Section 5(b)(iii).

"*Reversion Event*" has the meaning given to it in Section 5(b)(iii).

"*Second Closing*" has the meaning given to it in the SPA.

"*SK Proportionate Shares*" shall mean the Bloom Shares proportionate to the Majority Member's Percentage Interest.

"*SPC Proportionate Shares*" means the Bloom Shares proportionate to the Minority Member's Percentage Interest.

"*Transfer*" shall mean a sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposal, both direct and indirect, of, either voluntarily or involuntarily, by operation of law or otherwise, or entering into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Percentage Interest owned by a Person or any interest (including a beneficial interest or any direct or indirect economic or voting interest) in any Percentage Interest owned by a Person.

"Transferee" shall have the meaning given to it in Section 7(a).

"*Treasury Regulations*" means the U.S. Department of the Treasury regulations promulgated under the Code, as such regulations may be amended from time to time.

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Section 2. Organizational Matters.

(a) Name. The name of the limited liability company governed hereby is "Econovation, LLC".

(b) Effectiveness of this Agreement. This Agreement shall be effective on the due execution and delivery hereof by the Members and the First Closing.

(c) Term. The term of the Company commenced on the date of filing of the Certificate of Formation of the Company and shall continue perpetually until dissolution or winding up of the Company in accordance Section 8 or as otherwise provided by law.

(d) Certificates. The Certificate of Formation of the Company was duly filed with the Secretary of State of the State of Delaware on November 9, 2022. Hereafter, the Manager shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

(e) Purpose. The purpose for which the Company was formed is to hold the investment in the applicable Bloom Shares and to manage that investment pursuant to the terms of this Agreement and the Members Agreement.

(f) Powers. The Company shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose and business described herein and for the protection and benefit of the Company.

(g) Principal Business Office. The principal place of business and office of the Company shall be located at, and the Company's business shall be conducted from, 19 Yulgok-ro 2-Gil, Jongno-gu, Seoul, Korea 03149. The Manager may hereafter change the address of the principal office or designate such other principal offices from time to time by giving written notice to the Members.

(h) Registered Office. The address of the registered office of the Company in the State of Delaware is: c/o Corporation Trust Company, 1209 Orange Street, in the County of New Castle, in the City of Wilmington, Delaware 19801.

(i) Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is: c/o Corporation Trust Company, 1209 Orange Street, in the County of New Castle, in the City of Wilmington, Delaware 19801.

(j) Limited Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and none of the Members, any Officer, employee or agent of the Company (including a person having more than one such capacity) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of acting in such capacity in excess of their respective capital contributions.

Section 3. Members.

(a) Names and Mailing Addresses of Members. The names and the mailing addresses of the Members are as set forth in Schedule A hereto, which may be amended from time to time to include new Members in accordance with Section 4(c) below.

(b) Admission of Additional Members. One or more additional Members of the Company may be admitted to the Company with the unanimous written consent of the existing Members, provided that such prospective new Members and their investors or limited partners are not Restricted SPV Investors.

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(c) No Restricted SPV Investor. No Member, SKS Private Equity Co., Ltd. as General Partner of the SPC, or their limited partners or equivalent investors, may be or become a Restricted SPV Investor, except the entities whose investment in Bloom has been agreed upon or waived in advance by Bloom.

(d) Acknowledgments and Representations of the Minority Member. The Minority Member hereby acknowledges and agrees with the following:

(i) Compliance with Investor Agreement. The Company is required to comply with the applicable provisions of the Investor Agreement, including the following:

(A) the standstill provisions of Section 2 thereof;

(B) the lock-up and restrictions on disposition of Section 3 thereof; and

(C) the voting agreement of Section 4 thereof, to which the Minority Member consents to the action of the Majority Member in connection therewith.

In connection with the Investor Agreement, the Minority Member hereby agrees not to take any action that would cause the Company or SK to not be in compliance with the Investor Agreement.

(ii) SK's Retention of Bloom Board of Directors Designation Right. Notwithstanding the assignment of SK's rights under the Investor Agreement to the Company, SK will retain the right to designate its own designee to the Board of Directors of Bloom in accordance with Section 5 of the Investor Agreement. In this regard, the Minority Member and the Manager(s) appointed by the Minority Member expressly acknowledge that they shall not participate in the management or appointment of any director of Bloom in any manner.

(iii) Information Wall. None of the Majority Member, nor the Majority Member Managers shall disclose any information to the Company, the Minority Member or the Minority Member Managers that constitutes "material non-public information" (within the meaning of U.S. federal securities laws), provided, however, that the Majority Member Managers will use its commercially reasonable efforts to arrange, upon request by the Minority Member Managers, a due diligence session with officers of Bloom in order to permit them to ask customary and reasonable questions, in light of the fact that Bloom is a public, listed company in the United States.

(iv) Continued Compliance. No Member may purchase securities or engage in any other activity that would cause the Company to be in violation of applicable United States laws or regulations, and each Member shall provide written notice (with a reasonably detailed summary) of any such violation to the Company and the other Member(s) upon awareness of any facts or situation that provides it with knowledge of such violation.

(e) Further Assurances. Each of the parties to this Agreement agree to cooperate with each other to give effect to the purpose and provisions of this Agreement.

Section 4. Capital Contributions.

(a) Majority Member. In connection with the closing of the purchase of the Bloom Preferred Shares, SK will become a Member of the Company due to SK, after the date of this Agreement, paying to Bloom $310,957,102 for the Bloom Preferred Shares and directing Bloom to issue the Bloom Preferred Shares to the Company, and a total amount of $311,957,202 (which includes the foregoing purchase price, $1,000,000 for the operational and other out-of-pocket expenses of SK incurred in connection with its capital contribution and related expenses, and $100 for SK's initial capital contribution to the Company for 1,000 Common Membership Interests pursuant to the Prior LLC Agreement) will be treated as a capital contribution to the Company. As a result thereof, the Majority Member will be credited with 13,491,701 Class A Common Membership Interests.

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(b) Minority Member. In connection with the First Closing, pursuant to the SPA and this Agreement, the SPC will purchase the First Common Membership Interests from the Majority Member, which will be automatically exchanged for the same number of Preferred Membership Interests hereunder. The payment of the purchase price by the SPC will be deemed to be a capital contribution by the SPC to the Company. In connection with the First Closing and also the Second Closing, if any, under the SPA, the parties hereto shall modify Schedule A as contemplated by paragraph (c) of this Section to reflect the Second Closing.

(c) Schedule A. Schedule A sets forth the initial capital contributions and Percentage Interest of each Member as of the date of this Agreement. Schedule A may be adjusted from time to time by the Managers to give effect to the First Closing and Second Closing, if any, pursuant to which the Minority Member will and may purchase Common Membership Interests from the Majority Member, and any redemptions, conversions, transfers or other changes of Membership Interests. In this regard, Schedule A Prime illustrates for the sake of clarity the matters set forth therein after giving effect to the SPC purchasing the maximum number of Class A Membership Interests from SK under the SPA.

(d) Additional Capital Contributions. The Members are not required to make capital contributions to the Company in excess of that set forth in Schedule A attached hereto, which may be amended from time to time as contemplated by Section 4(c). For the avoidance of doubt, the Minority Member may make additional capital contributions in connection with the Second Closing.

(e) Capital Accounts. The capital account of each Member shall be established as of the date of this Agreement based on Schedule A, which may be modified from time to time as contemplated by Section 4(c), the Members' capital contributions and any dividends, distributions, redemptions or other payments, and in accordance with the Members Agreement.

Section 5. Terms of the Membership Interests.

(a) Class A Common Membership Interests.

(i) Voting Rights. Each Class A Common Membership Interest will carry one vote on all matters submitted to the holders of the Membership Interests.

(ii) Dividends on Class A Common Membership Interests. Dividends on the Class A Common Membership Interests may be paid when, as and if declared by the Board of Managers, on a non-participating and non-cumulative basis; provided that no payment of dividends on the Class A Common Membership Interests shall be permitted until dividends are fully paid on the Preferred Membership Interests pursuant to Section 5(c)(iii), except with respect to the dividends paid by Bloom on its Stock pursuant to Section 5(a)(iv) or otherwise decided by unanimous consent of all Managers.

(iii) Distributions on Class A Common Membership Interests. Distributions on Class A Common Membership Interests shall be paid as set forth according to the terms of the Members Agreement.

(iv) Bloom Dividends. In the event that Bloom pays a dividend on its Stock, then the holder of Class A Common Membership Interests shall be entitled to its Percentage Interest of the dividend paid on the applicable Bloom Shares owned the Company. The Company shall pay such holder its portion of the dividend promptly upon receipt.

(v) No Redemption or Conversion. The Class A Common Membership Interests shall not be subject to mandatory redemption or conversion, except with respect to redemptions contemplated by this Agreement or the Members Agreement.

(b) Class B Membership Interests.

(i) Voting Rights. Each Class B Common Membership Interest, if issued, will carry five votes on all matters submitted to the holders of the Membership Interests.

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(ii) Terms. All terms of Class B Membership Interests other than the voting rights as set forth in clause (i) above, shall be identical to those of Class A Membership Interests as set forth in Section 5(a)(ii) through 5(a)(v).

(iii) Reversion Event. Unless the Company has been earlier liquidated or been dissolved and if none of the Bloom Shares have been sold or no action has been taken to commence such sale despite the best efforts of the Company, the Class B Membership Interests will automatically be exchanged for an equal number of Class A Membership Interests on the date that is 40 Business Days after the date the Class B Membership Interests are issued (as extended to the extent necessary if additional approvals or filings need to be completed) after the date of the Conversion Event contemplated by clause (v) below (the "***Reversion Date***"), except for causes beyond the control of any party to this Agreement including the suspension of trading of the Bloom Shares, in which event the days during which such causes are ongoing shall not be counted towards the Reversion Date (such exchange, the "***Reversion Event***"). As a result therefor, Schedule A will be adjusted accordingly.

(c) Preferred Membership Interests.

(i) Voting Rights. Each Preferred Membership Interest will carry one vote on all matters submitted to the holders of the Membership Interests.

(ii) Dividends on Preferred Membership Interests. Dividends on the Preferred Membership Interests may be paid when, as and if declared by the Board of Managers, on a non-participating and non-cumulative basis with priority over all other classes of Membership Interests (except the dividends paid by Bloom on its Stock pursuant to Section 5(c)(vi))or otherwise decided by unanimous consent of all Managers.

(iii) Redemption of Preferred Membership Interests. The Preferred Membership Interests may be redeemed until the Maturity Date in accordance with the terms of the Members Agreement, subject to the terms and procedures for redemption set forth in Section 5(c)(iv) below upon resolution by the Board of Managers.

(iv) Terms of Redemption of Preferred Membership Interests. The Preferred Membership Interests may be redeemed as follows subject to approval by a resolution of the Board of Managers:

(A) Disposal of SPC Proportionate Shares. Pursuant to Article 4.2 of the Members Agreement, if the Minority Member causes the Company to dispose of SPC Proportionate Shares, then the Company may redeem the number of Minority Member's Preferred Membership Interests equal to the number of SPC Proportionate Shares that were disposed of at a redemption price equal to the amount received by the Company from the sale of the SPC Proportionate Shares.

(B) ROFO. If the Majority Member exercises its ROFO for the SPC Proportionate Share pursuant to Article 4.2 of the Members Agreement, then the Company may redeem the number of Minority Member's Preferred Membership Interests equal to the number of SPC Proportionate Shares that were sold at a redemption price equal to the purchase price received by the Company from the Majority Member or a third party designated by the Majority Member.

(C) Drag-Along Proposal. Pursuant to Article 4.3 of the Members Agreement, if the Majority Member delivers a Drag-along Proposal to the Minority Member and the disposal of Drag-along Proposal Shares is effected upon the agreement of the Members, then the Company may redeem the number of Minority Member's Preferred Membership Interests equal to the

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number of SPC Proportionate Shares that were disposed of at a redemption price equal to the purchase price received by the Company for the SPC Proportionate Shares that have been actually disposed of according to such Drag-along Proposal.

(D) Disposal of SPC Proportionate Shares. Upon disposal of SPC Proportionate Shares at or above the Minimum Price Non-applying Disposal upon Maturity pursuant to Article 6.2 of the Members Agreement, then the Company may redeem the number of Minority Member's Preferred Membership Interests equal to the number of SPC Proportionate Shares that were disposed of at a redemption price equal to (i) the purchase price received by the Company for the SPC Proportionate Shares that have actually been disposed, or, (ii) if the Majority Member has exercised or exercises its ROFO for the SPC Proportionate Shares pursuant to Article 6.2 of the Members Agreement, the purchase price received by the Company from the Majority Member or a third party designated by the Majority Member.

(E) Disposal upon Distribution Base Date. Pursuant to Article 6.1 of the Members Agreement, if Company engages in a Disposal upon Distribution Base Date, then the Company may redeem the number of Minority Member's Preferred Membership Interests equal to the number of SPC Proportionate Shares sold by Disposal upon Maturity at a redemption price equal to the assets distributed to the Minority Member pursuant to Articles 7.1(1) of the Members Agreement.

(F) Notice of Redemption. Prior to the date fixed for any redemption of Preferred Membership Interests, the Company shall deliver written notice thereof to Majority member and Minority Member at least one Business Day prior to such redemption date.

(G) Fractional Shares. To the extent that the sale of applicable Bloom Shares in connection with a redemption will involve the sale or receipt of fractional shares, the amount deemed to have been received will be rounded down to the nearest whole share.

(H) Consequences of Redemption.

(A) In connection with any redemption of Preferred Membership Interests, Schedule A and the Minority Member's Percentage Interest shall be correspondingly modified.

(B) If all of the Minority Member's Preferred Membership Interests are or have been redeemed, then the SPC will no longer be a Member.

(v) Conversion. On or after the third anniversary of the date the Company acquires the Bloom Preferred Shares, which date may be extended by one year upon agreement between the Members, the Minority Member may exercise its right to convert all, but not less than all, of its Preferred Membership Interests that are then owned by the Minority Member for the same number of Class B Membership Interests upon written notice to the Company and the Majority Member. Unless otherwise agreed between the Members, the conversion shall be effective on the 20th Business Day after the date the Minority Member delivers notice of exercise of the conversion right (as extended to the extent necessary if additional approvals or filings need to be completed). On the date of the actual conversion (the "***Conversion Event***"), the Company will issue such Class B Membership Interests for such Preferred Membership Interests. As a result therefor, Schedule A will be adjusted as contemplated by Section 4(c).

(vi) Bloom Dividends. In the event that Bloom pays a dividend on its stock, then the holder of Preferred Membership Interests shall be entitled to its Percentage Interest of the dividend paid on the applicable Bloom Shares owned the Company. The Company shall pay such holder its portion of the dividend promptly upon receipt.

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(d) Distributions.

(i) Distributions. Distributions shall be made to the Members at such times and in such amounts as set forth in the Members Agreement, subject to the Board of Manager's approval.

(ii) Restriction. Notwithstanding any provision to the contrary contained in this Agreement of the Members Agreement, the Company shall not make a distribution to the Members on account of their interest in the Company or redeem any Membership Interests if such distribution or redemption would violate the Act, the common law of the State of Delaware or other applicable law.

Section 6. Governance and Management.

(a) Board of Managers Powers. A Board of Managers of the Company (the "*Board of Managers*") is hereby established and shall be comprised of natural Persons (each such Person, a "*Manager*") who shall be designated in accordance with the provisions of paragraph (d) below. The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Board of Managers, and the Board of Managers shall have, and is hereby granted, the full, complete, and exclusive power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company; *provided however*, that the Members may decide to take certain actions for the Company as contemplated by Section 6(j) below.

(b) Authorization of Certain Actions. The Board of Managers, at its discretion, may approve any disposition or other Transfer of applicable Bloom Shares, redemption or other payment on the Membership Interests. Notwithstanding Section 6(f) below, any such approval may occur immediately before or simultaneously with any such action.

(c) Members Do Not Participate in Management. No Member shall participate in the management or control of the business of, or shall have any rights or powers with respect to, the Company except those expressly granted to it by the terms of this Agreement, Members Agreement, or those conferred on it by law.

(d) Composition of Board of Managers.

(i) The number of Managers constituting the Board of Managers shall be, at all times, five (5). Initially, the Board of Managers shall be comprised as follows:

(A) three (3) individuals designated by the Majority Member (each, a "*Majority Member Manager"*); and

(B) two (2) individuals designated by the Minority Member (each, a *"Minority Member Manager"*),

(ii) Notwithstanding Section 6(d)(i), in connection with a Conversion Event, the Minority Member shall have the right to designate three (3) individuals to the Board of Managers and the Majority Member shall have the right to designate two (2) individuals to the Board of Managers; *provided that,* upon a Reversion Event, the composition of the Board of Managers will revert back to that set forth in clause (i) above of this Section.

(iii) The Majority Member shall also serve as the Managing Member of the Company; provided, however, that (A) upon the Conversion Event, the Minority Member shall become the Managing Member of the Company; and (B) upon a Reversion Event, the Majority Member will once again become the Managing Member.

(e) Removal; Resignation; Vacancies. The Majority Member Manager may be removed at any time, with or without cause, by the Majority Member, provided that, the Minority Member and the Majority Member may effectively exchange the other's Manager only to the extent necessary to effectuate the change in the composition of the Board of Managers pursuant to Section 6(d)(iii). The Minority

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Member Manager may be removed at any time, with or without cause, by the Minority Member. Any Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following a Manager's removal, resignation, death, disability or other vacancy, a successor Manager shall be designated by the Majority Member or the Minority Member, with respect to its designated Manager(s) as applicable, as soon as possible.

(f) Meetings. Meetings of the Board of Managers shall be held upon the call of any of the Managers on the date requested by the Manager that called the meeting, with three (3) Business Days (in Korea) notice in advance, unless waived by the Managers. All meetings of the Board of Managers shall be held at the principal office of the Company or at such other place, either within or outside the State of Delaware, as shall be designated by the Manager(s) calling the meeting and stated in the notice of the meeting or in a duly executed waiver of notice thereof, provided that no Manager may call such a meeting in person without the consent of all Managers. Managers may participate in a meeting of the Board of Managers by means of conference calls, Zoom calls or similar communications equipment whereby all Managers participating in the meeting can hear each other and participation in a meeting in this manner shall constitute presence in person at the meeting. If a Member makes a written request to convene a meeting of Members, such meeting shall be convened three (3) Business Days from the date of the written request unless otherwise agreed among the parties hereto.

(g) Notice of Meetings. Whenever any notice is required to be given to any Manager under the provisions of this Agreement, including for the calling of meetings as specified in paragraph (f) above, each member of the Board of Managers or Member, as the case may be, will be deemed to have waived the advanced notice requirement by attending such meeting, unless such Person attends the meeting to object to the lack of adequate notice or for the express purposes of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(h) Quorum. At all meetings of the Board of Managers, a majority of Managers then serving shall constitute a quorum for the transaction of business. Unless otherwise provided in this Agreement, the act of a majority of the Managers present at a meeting shall be the act of the Board of Managers. Notwithstanding the foregoing, if vacancies in the Board of Managers cause the number of remaining Managers to be less than quorum, an act of the Board of Managers shall require an approval by all of the remaining Managers.

(i) Board of Managers Action without a Meeting by Written Consent. Any matter that is to be voted on, consented to or approved by the Board of Managers may be taken without a meeting if consented to in writing by the unanimous written consent by all Managers, setting forth the action so taken. A record shall be maintained by the Manager designated by the Majority Member (or the Minority Member in the event that the Minority Member holds more votes than the Majority Member upon conversion of the Preferred Membership Interests) of each such action taken by written consent of the Managers.

(j) Action by Members. Any matter that is to be voted on, consented to or approved by the Board of Managers or the meeting of Members may be taken by the written consent of the Members, with the percentage of vote required corresponding to the vote required at a meeting of the Board of Managers, including with respect to actions contemplated by the Members Agreement.

(k) Disclaimer of Fiduciary Duties. Notwithstanding any other provision of this Agreement, for the avoidance of doubt, any fiduciary duties of each Member are eliminated to the fullest extent permissible by the Act. In performing such duties, each Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case presented or prepared by (i) one or more agents or employees of the Company, or (ii) counsel, public accountants or other Persons as to matters that the Manager believes to be within such Person's professional or expert competence, in accordance with Section 18-1101(d) of the Act. Except in the case of fraud or willful misconduct, no Manager or Officer (solely in its capacity as Manager or Officer) shall be liable to the Company or any Member for damages for any act taken or omissions by such Manager or Officer in connection with this Agreement or the conduct of the business of the Company.

(l) Actions Requiring Unanimous Approval of the Board of Managers. Without the unanimous written approval of the Board of Managers, the Company shall not, and shall not enter into any commitment to:

(i) make material changes to the nature of the Company's principal business;

(ii) incur any indebtedness, including by guaranteeing or assuming the obligations of any other person, except for working capital financing not to exceed $100,000 in the aggregate;

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(iii) make any election or otherwise cause the Company to be classified as anything other than a partnership for U.S. federal and applicable state income tax purposes;

(iv) acquire or dispose of any material assets or property in excess of $100,000 outside of the ordinary course of business;

(v) acquire, merge with, or purchase substantially all of the assets of, any Person;

(vi) dissolve, wind up or liquidate the Company;

(vii) establish a subsidiary or enter into any joint venture or similar business arrangement;

(viii) settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability with a value in excess of $100,000 or agree to the provision of any equitable relief by the Company;

(ix) incur any Company Expenses other than what is ordinarily incurred for limited liability companies of similar nature to the Company; and

(x) engage in any act that may result in changes to the capital of the Company, other than as contemplated by this Agreement and the Members Agreement.

(m) Treatment of the Applicable Bloom Shares.

(i) The Company shall not assign, sell, transfer, grant lien on, or otherwise dispose of any of the applicable Bloom Shares in whole or in part except as agreed to among the Members and the Company pursuant to this Agreement and the Members Agreement.

(ii) Section 2 of the Members Agreement (Separate Management of the Bloom Shares and Exercise of Voting Rights) is hereby incorporated by reference in this Agreement.

(n) Officers. The Majority Member may, from time to time as it deems advisable, appoint officers of the Company (the "*Officers*") and assign in writing titles (including, without limitation, President, Vice President, Secretary and Treasurer) to any such person. Unless the Majority Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this paragraph may be revoked at any time by the Majority Member. Each Officer shall hold office until his or her successor is designated by the Majority Member or until his or her earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Majority Member. Any Officer may be removed by the Manager at any time, with or without cause. A vacancy in any office occurring because of death, resignation, removal, or otherwise may, but need not, be filled by the Majority Member.

Section 7. Restrictions on Transfer.

(a) General Restriction. No Member shall Transfer all or any portion of its Membership Interests without the written consent of the other Member (which consent may be granted or withheld at the sole discretion of the other Member), except as provided in paragraph (b) below (each such party, a "*Transferee*"). No Transfer of Membership Interests to a Person who is not a Member shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 3(b). Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, and no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Percentage Interest for all purposes of this Agreement.

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(b) Permitted Transfers. The provisions of this Section shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to any affiliate that it controls (which control shall be measured by voting power), so long as the Member desiring to effect any Transfer shall comply with the following requirements prior to any such Transfer:

(i) the proposed Transferee is not a Restricted SPV Investor;

(ii) the proposed Transfer will comply with all applicable laws, including United States federal securities laws, the United States Federal Power Act of 1920, as amended, the Hart-Scott-Rodino Improvements Act of 1974, as amended, and the United States Investment Company Act of 1940 as amended;

(iii) the proposed Transferee completes an Investor Questionnaire in the form attached to this Agreement as Annex 1; and

(iv) the proposed Transferee delivers an Officer's Certificate as to its compliance with these requirements and causes a law firm that is admitted to practice in New York State to deliver a legal opinion to the same effect.

Section 8. Bankruptcy, Dissolution and Withdrawal.

(a) Effect of Bankruptcy or Dissolution of a Member. The bankruptcy or dissolution of a Member shall not cause the termination or dissolution of the Company, and the business of the Company shall continue, except as set forth in paragraph (b) below.

(b) Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the unanimous written consent of the Members; (ii) the bankruptcy or withdrawal of the last remaining Member; (iii) the involuntary Transfer, sale, conversion, or other disposition of all or substantially all of the assets of the Company; and (iv) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(c) Effect of Dissolution. Unless otherwise provided in this Agreement, upon the dissolution of the Company, the Board of Managers shall take such actions as may be required pursuant to the Act and shall proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Board of Managers shall have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining fair value therefor, to apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 5(d), and to do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation. Upon completion of the winding up of the Company, the Board of Managers shall make all necessary filings required by the Act.

(d) Withdrawal. If all of the Membership Interests of a Member shall have been redeemed, then that Member shall be deemed to have withdrawn from the Company and shall no longer be a Member.

Section 9. Accounting Matters.

(a) Fiscal Year. The fiscal year and taxable year of the Company (the "*Fiscal Year*") shall end on December 31 of each calendar year unless a different year is required by Section 706 of the Code.

(b) Books and Records.

(i) At all times during the existence of the Company, the Company shall cause to be maintained accurate books of account, which shall reflect the Company's transactions and shall be appropriate and adequate in light of the limited business of the Company, as determined by the Majority Member after consultation with the Minority Member. The books and records of the Company shall be maintained at the principal office of the Company.

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(ii) Upon reasonable advanced notice from a Member, the Company shall afford such Member or its designated representatives access during normal business hours to (i) the records of the Company, including all books and records, minutes of proceedings of the Board of Managers, and to permit each Member and its representatives to examine such documents and make copies thereof or extracts therefrom; and (ii) any Officers and accountants of the Company; *provided* that if the Company provides or makes available any report or written analysis for any Member, it shall promptly provide or make available such report or analysis to or for the other Member.

(c) Financial Statements. When the Company prepares financial statements, whether or not in accordance with applicable accounting standards, it will distribute these to the Members, upon their written request therefor.

Section 10. Tax Matters.

(a) Capital Accounts. The Company shall establish and maintain a separate capital account for each Member in accordance with Section 1.704-1(b) and 1.704-2 of the Treasury Regulations.

(b) Allocations of Profits and Loss. Except as provided in the subsequent sentence, income, gains, losses and deductions of the Company shall be allocated among the Members, with respect to each Fiscal Year in a manner and amount that as closely as possible gives economic effect to the provisions of this Agreement as determined by the Board of Managers. Notwithstanding anything to the contrary in this Agreement, special allocations shall be made in accordance with Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations so as to provide for (1) a "qualified income offset," (2) a "minimum gain charge back," (3) the allocation of deductions and losses attributable to "partner nonrecourse debt" to the Member who bears the "economic risk of loss" for such debt, (4) a "partner nonrecourse debt minimum gain charge back," and (5) to comply with any other provisions of the Treasury Regulations in a manner reasonably determined by the Board of Managers. If a Member transfers its membership interests during a Fiscal Year, the allocation of Company items of income, gain, loss, deduction and credit allocated to such transferor Member and its transferee for such taxable year shall be made between such Member and its transferee in accordance with Code Section 706 using any reasonable convention selected by the Board of Managers.

(c) Tax and Accounting Elections. Except as otherwise provided in this Agreement, the Board of Managers may, in its sole discretion, cause the Company to make or revoke any tax or accounting election that the Board of Managers deems appropriate, provided, that the Board of Managers shall make no elections inconsistent with the Company being treated as a partnership for U.S. federal and applicable U.S. state and local income tax purposes. Each Member shall cooperate with the Board of Managers and provide such information or take such actions to the extent reasonably requested by the Board of Managers in connection with any such elections made by and related actions of the Board of Managers.

(d) Tax Returns. The Board of Managers shall cause the Company to arrange for the preparation and timely filing of all income and other tax returns of the Company. Within sixty (60) days after the end of each Fiscal Year, or as soon as reasonably practicable thereafter, the Company shall use its commercially reasonable efforts to provide each Person who was a Member during such Fiscal Year with information sufficient to permit such Person to file his, her or its tax returns for such taxable year.

(e) Tax Controversies. The Board of Managers shall select a Person to be the Partnership Representative. The Partnership Representative is authorized to represent the Company at the Company's expense, in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and other expenses reasonably incurred in connection therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of such proceedings. To the extent any income tax underpayments, interest and/or penalties are assessed and collected at the Company level pursuant to Sections 6221 and 6225 of the Code, and to the extent such amounts are determined to be material in the reasonable discretion of the Board of Managers, the economic burden of such amounts shall be apportioned by the Board of Managers amongst the Members and former Members (to the extent they were Members during any portion of the reviewed year (as defined in Section 6225(d)(1) of the Code)) consistent with the economic terms of this Agreement, including by treating the amount apportioned to a Member as a deemed distribution to such Member for all purposes, or by requiring a Member to indemnify the Company for the amount apportioned to such Member. To the extent that a portion of the amounts assessed and collected pursuant to Sections 6221 and 6225 of the Code, relates to a former Member, the Board of Managers may require such former Member to indemnify the Company for such former Member's allocable portion of such tax liabilities. Each Member acknowledges that, notwithstanding the transfer, redemption or

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termination of all or any portion of its interest in the Company, it may remain liable for tax liabilities with respect to its allocable share of income and gain of the Company for the Company's taxable years (or portions thereof) prior to such transfer, redemption or termination.

(f) Partnership Tax Treatment. Notwithstanding anything to the contrary in this Agreement, no Manager shall have the authority to cause the Company to be taxed as a corporation, rather than a partnership, in accordance with the "check-the-box" rules under Treasury Regulations Section 301.7701-3.

(g) Partnership Representative Election. The Partnership Representative may, in its sole discretion, make an election pursuant to Code Section 754 and, upon the written request of the Members that collectively hold a Majority in Interest, the Manager shall, if then permitted by applicable law, make such election.

(h) Withholding or Other Payments. If the Board of Managers determines that the Code or other applicable tax law requires the Company to withhold and/or pay any tax with respect to a Member's distributive share of Company income, gain, loss, deduction or credit, or liquidating distributions, the Board of Managers shall cause the Company to withhold and/or pay the tax. If at any time the amount required to be withheld and/or paid exceeds the amount that would otherwise be distributed to the Member to whom the withholding or payment requirement applies, that Member shall, as a condition to receiving any further distribution, make an additional capital contribution equal to the excess of the amount required to be withheld and/or paid (and interest and penalties, if applicable) over the amount, if any, that would otherwise be distributed to that Member and which is available to be withheld. Any amount withheld and/or paid with respect to a Member shall be deducted from the amount that would otherwise be distributed to that Member but shall be treated as though it had been distributed to that Member for all purposes of this Agreement. Each Member shall indemnify, defend, hold harmless and reimburse the Company and the Board of Managers for any failure or alleged failure on the part of the Company or the Board of Managers to withhold from the distributive share of Company income, gain, loss, deduction or credit, or liquidating distributions of any Member (or its assignees), or to otherwise pay, any amounts with respect to which income tax withholding and/or payment was required or alleged to have been required with respect to such Member.

(i) Tax Limit. Notwithstanding anything contained herein to the contrary, no Member may Transfer its Membership Interests if such Transfer would cause the Company to be treated as an association taxable as a corporation for U.S. federal income tax purposes.

Section 11. Exculpation and Indemnification.

(a) Exculpation. None of the Manager nor any duly appointed Officer shall be liable to the Company or the Members for any action taken or omitted to be taken in connection with the business or affairs of the Company, so long as it acted in good faith and is not determined to have performed its duties with gross negligence or willful misconduct with respect thereto, as determined by a final non-appealable court of competent jurisdiction. It shall be conclusively presumed and established that the Manager and each duly appointed Officer acted with the requisite standard of care if any action is taken, or not taken, by it on the advice of legal counsel or other independent outside consultants.

(b) Indemnity. To the fullest extent permitted by law, the Company agrees to indemnify, defend and hold harmless the Manager and its managers, members, shareholders, partners, officers, employees, agents and affiliates (each an "*Indemnified Party*") from and against any and all claims, actions, demands, losses, damages, penalties, interest, costs, fines, settlements, expenses (including attorney's fees) and other amounts, suffered or incurred in defense of, or otherwise arising from, any demands, actions, claims, proceedings or lawsuits, whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved as a party or otherwise, as a result of or relating to such Indemnified Party's capacity as a Manager or Officer, or actions or omissions in such capacity, or concerning the Company in any activities undertaken on behalf of the Company, provided, that the acts or omissions of such Indemnified Party otherwise entitled to indemnifications are not found by a court of competing jurisdiction upon entry of a final judgment to be the results of fraud, gross negligence or willful misconduct. Any indemnity under this Section 11 shall be provided out of and to the extent of Company assets only, and the Managing Member shall not have personal liability on account thereof.

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(c) Non-Exclusive Indemnity. The indemnification provided by this Section 11 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 11 shall continue to afford protection to each Indemnified Party regardless of whether such Indemnified Party remains in the position or capacity pursuant to which such Indemnified Party became entitled to indemnification under this Section 11 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Indemnified Party.

Section 12. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement, the Members Agreement, and the SPA constitute the entire agreement of the Members with respect to the subject matter hereof and supersede any prior agreement with respect to the subject matter hereof, written or oral. Each of the parties hereto agree that in the event of any conflict or inconsistency between the provisions of this Agreement, on the one hand, and the Members Agreement, on the other hand, the provisions of the Members Agreement shall control.

(b) Governing Law, Personal Jurisdiction and Venue. The parties acknowledge and agree that any claim, controversy, dispute or action relating in any way to this Agreement or the subject matter of this Agreement shall be governed solely by the laws of the State of Delaware, without regard to any conflict of laws doctrines. The parties irrevocably consent to being served with legal process issued from the state and federal courts located in the State of New York and irrevocably consent to the exclusive personal jurisdiction of the federal and state courts situated in the State of New York. The parties irrevocably waive any objections to the personal jurisdiction of these courts. Said courts shall have sole and exclusive jurisdiction over any and all claims, controversies, disputes and actions which in any way relate to this Agreement or the subject matter of this Agreement. The parties also irrevocably waive any objections that these courts constitute an oppressive, unfair, or inconvenient forum and agree not to seek to change venue on these grounds or any other grounds.

(c) Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement or the transactions contemplated hereby.

(d) Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Nothing contained in this paragraph shall diminish the waiver described in paragraph (c).

(e) Expenses. Each of SK and the SPC shall bear their own respective expenses incurred in connection with the negotiation of this Agreement and the other Transaction Documents. With respect to Company Expenses, each Member shall contribute to the payment of Company Expenses according to its Proportionate Interest; provided, however, that, in case the Company incurs additional Company Expenses for which it does not have cash to pay them, the portion of such expenses to be borne by the Minority Member may be netted or set off against the proceeds from the sale of Bloom Shares on its behalf and any dividends payable to the Minority Member, if any. The procurement of funds for additional Company Expenses that cannot be paid by the Minority Member in the manner set forth in the foregoing sentence shall be determined by the Members. Otherwise, each Member shall bear its own expenses and out-of-pocket costs in connection with its membership in the Company and in connection with this Agreement and the Members Agreement, except as otherwise authorized and approved by the Board of Managers.

(f) Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Members; provided that, in the event that the Members shall admit additional Members to the Company in accordance with the terms of this Agreement, the Members may (without the written agreement of the Members) amend Schedule A to reflect the capital contributions and Percentage Interests of the Members as of the date of such admission. For the avoidance of doubt, this Agreement shall in no event be amended solely by resolution of the Board of Managers without agreement between the Members except as to the amendment of Schedule A pursuant to Section 4(c).

(g) Notices. Article 10.6 of the Members Agreement (Notices) is hereby incorporated by reference as if stated herein directly.

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(h) Successors; Third-Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Members and their legal representatives, successors and assigns. The parties to this Agreement intend that each of the Indemnified Persons be a third-party beneficiary.

(i) Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(j) Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

(k) Counterparts and E-Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement. Each party to this Agreement may deliver its signature page consistent and in compliance with applicable U.S. federal and state law.

The undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the date first written above.

SK ecoplant Co., Ltd. as the Majority Member

By: /s/ Kyung-il Park
Name: Kyung-il Park
Title: CEO

Econovation LLC

By: SK ecoplant Co., Ltd. as the Managing Member

By: /s/ Seongjun Bae
Name: Seongjun Bae
Title: Representative

[Signature page to Amended & Restated Limited Liability Company Agreement – Econovation, LLC]

The undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the date first written above.

Blooming Green Energy Limited as the Minority Member

By: /s/ Jucheol Kim
Name: Jucheol Kim
Title: Director

[Signature page to Amended & Restated Limited Liability Company Agreement – Econovation, LLC]

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Schedule A

The table below has been prepared as of the date of this Agreement.

Name & Address	Category of Member	Deemed capital contribution (USD)	Membership Interests	Percentage Interest	Corresponding Number of Bloom Shares
SK ecoplant Co., Ltd. 19 Yulgok-ro 2-Gil Jongno-gu Seoul, Korea 03149	Majority Member	$100	1,000 Class A Common Membership Interests	100%	n/a
Blooming Green Energy Limited 31, Gukjegeumyung-ro (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu, Seoul, Korea 07332	n/a	n/a	n/a	n/a	n/a
Total		$100	1,000	100%	n/a

Schedule A Prime

This version of Schedule A has been prepared to illustrate the capital contributions, Membership Interests, Percentage Interests and corresponding number of applicable Bloom Shares, assuming the First Closing and/or Second Closing occurs such that the SPC purchases the maximum number of Class A Membership Interests from SK.

Name & Address	Category of Member	Deemed capital contribution (USD)	Membership Interests	Percentage Interest	Corresponding Number of Applicable Bloom Shares
SK ecoplant Co., Ltd. 19 Yulgok-ro 2-Gil Jongno-gu Seoul, Korea 03149	Majority Member	$159,098,162 (Issue price of approximately $23.122 per Membership Interest)	6,880,767 Class A Common Membership Interests	51%	6,880,767
Blooming Green Energy Limited 31, Gukjegeumyung-ro (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu, Seoul, Korea 07332	Minority Member	$152,859,040 (Issue price of approximately $23.122 per Membership Interest)	6,610,934 Preferred Membership Interests	49%	6,610,934
Total		$311,957,202	13,491,701	100%	13,491,701

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Annex 1

Investor Questionnaire

[attached]

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Exhibit K

Execution Version

Members Agreement

THIS MEMBERS AGREEMENT (the "Agreement") entered into on March 24, 2023 (the "Effective Date") by and among:

1. SK ecoplant Co., Ltd., a company organized under the laws of Korea with its principal place of business at 19, Yulgok-ro 2-gil (Susong-dong), Jongno-gu, Seoul, Korea ("SK").

2. Blooming Green Energy Limited, a company organized under the laws of Korea with its principal place of business at 31 Gukjegeumyung-ro 8-gil (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu, Seoul, Korea (the "SPC");

3. Econovation, LLC, a company organized under the State of Delaware with its registered address c/o Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, United States of America ("Econovation"); and

4. SK, SPC and Econovation are collectively referred to as the "Parties," and each a "Party".

Recitals

1. SK established Econovation as a special purpose company in the form of a Delaware limited liability company on November 9, 2022, and Econovation, SK and the SPC are amending and restating the Limited Liability Company Agreement of Econovation (as amended and restated, the "LLC Agreement") in connection with the Parties' entry into this Agreement.

2. SKS PE Co., Ltd., a company organized under the laws of Korea with its principal place of business in at Gukjegeumyung-ro 8-gil (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu, Seoul, Korea ("SKS PE"), established ESG Blooming Private Equity Fund as an institutional private equity fund (the "PEF") serving as its managing member in accordance with the Financial Investment Services and Capital Markets Act (the "FISCMA") on February 17, 2023, and the PEF established the SPC as a special-purpose company as prescribed under the FISCMA.

3. Pursuant to the Securities Purchase Agreement by and among SK and Bloom Energy Corporation, a New York Stock Exchange listed company organized under the laws of the State of Delaware, with its principal place of business in 4353 North First Street, San Jose, CA, USA ("Bloom"), the Amendments to Securities Purchase Agreement and Investor Agreement, the Side Letter, the Amendment to the Side Letter and the Early Close Agreement, in each case, between SK and Bloom, Econovation acquired on March [24], 2023 (the "Share Acquisition Date"), and holds 13,491,701 shares of Series B Redeemable Convertible Preferred Stock (the "Shares," which shall also be interpreted to mean the same number of shares of Class A Common Stock when the Series B Redeemable Convertible Preferred Stock is converted in its entirety to Class A Common Stock within six months from the Share Acquisition Date) issued by Bloom at the purchase price of USD 310,957,102 (USD 23.05 per share). In order for Econovation to purchase the Shares, SK made a capital contribution to Econovation in the amount equal to KRW [409,499,398,987] (converted from USD 311,957,202).

4. The SPC will acquire Class A Common Membership Interests which will automatically convert into Redeemable Convertible Preferred Membership Interests of Econovation from SK (together with all related and ancillary transactions agreed between the Parties, the "Transaction").

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows.

Article 1. Definitions

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms are used in this Agreement with the respective meanings ascribed to such terms as below, except as expressly provided or as the context may clearly require otherwise.

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"Affiliate" shall mean an affiliate as defined under the Monopoly Regulation and Fair Trade Act of Korea.

"Business Day (Korea)" shall mean any day on which banks are open for business (e.g. any day other than a Saturday, Sunday, or public bank holiday) in Seoul, Korea.

"Business Day (USA)" shall mean any day on which banks are open for business (e.g. any day other than a Saturday, Sunday, or public bank holiday) in New York, NY, USA.

"Distribution Base Date" shall mean the third anniversary of the Share Acquisition Date, or such other date as extended upon agreement between SK and the SPC.

"Government Authority" shall mean any Korean or non-Korean legislative, administrative, judicial, or municipal government and regulatory body and any person entrusted with such body's authority or who exercises or functions for substantially similar authority, including lawful autonomous regulatory institutions such as arbitral institutions, Korea Exchange, the United States Securities and Exchange Commission, the United States Federal Energy Regulatory Commission and similar United States regulatory authorities.

"Investment Principal" shall mean (i) in respect of the SPC, an amount in KRW paid by the SPC to SK for purchase of the Class A Common Membership Interests which are automatically exchanged for Redeemable Convertible Preferred Membership Interests of Econovation upon closing; and (ii) in respect of SK, an amount in KRW paid by SK to Econovation to acquire all of the Common Membership Interests of Econovation (KRW [409,499,398,987]) *less* the Investment Principal of the SPC.

"IRR" shall mean the annual interest rate that renders sum of current value of a Party's (i) Investment Principal (noted in negative number) and (ii) Recovered Amount (noted in positive number) to be zero (0) when discounting the amounts for (i) and (ii) by such interest rate as applied from the date of contribution until the date of recovery or payment, which shall be calculated by XIRR function in Microsoft Excel.

"Korea" shall mean the Republic of Korea.

"KRW" shall mean Korean Won, the lawful currency of Korea.

"Law" shall mean any (i) Korean or foreign constitution, law, treaty, convention, order, rule, ordinance, administrative rule, or other substantially similar provision or rule or legally effective code implemented, adopted, promulgated, or applied by a Government Authority; and (ii) a judgment, order, disposition, arbitral award, or other legally binding measure by a Government Authority that is duly in effect and legal at each applicable time.

"LLC Agreement" shall mean the Amended and Restated Limited Liability Company Agreement of Econovation entered into among SK, SPC and Econovation as of March 24, 2023, to address the contribution to and management of Econovation.

"Percentage Interest" has the meaning given to it in the LLC Agreement.

"Per-Share Acquisition Price" shall mean the amount in KRW of the sum of Investment Principal of the SPC and SK divided by the number of the Shares.

"Proportionate Shares" shall mean SK Proportionate Shares for SK and SPC Proportionate Shares for the SPC, as applicable.

"Recovered Amount" shall mean an amount in KRW (rounded up to the nearest whole number) the SPC receives in consideration for its disposal of the Shares and/or Percentage Interest in Econovation, including distributions or payments, relating to the purchase price for disposal of SPC Proportionate Shares, dividends, redemption, consideration for capital reduction, the purchase price for disposal of the SPC's Percentage Interest in Econovation, and other distributions or payments relating to the SPC's Percentage Interest in Econovation, provided that if the Recovered Amount is recovered or received in USD, the KRW amount equivalent to such Recovered Amount shall be calculated based on the USD/KRW selling rate published by KEB Hana Bank at the time the USD is wired to the account under the receiver's name is converted to KRW.

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"Securities Purchase Agreement" shall mean the Securities Purchase Agreement entered into among SK, Econovation, the PEF, and the SPC on March 9, 2023, as amended and restated on March 24, 2023, under which SK will sell to the SPC, and the SPC will purchase from SK, Class A Common Members Interests which will automatically convert to Redeemable Convertible Preferred Membership Interests in Econovation upon closing.

"SK Proportionate Shares" shall mean the Shares proportionate to SK's Percentage Interest in Econovation.

"SPC Proportionate Shares" shall mean the Shares proportionate to the SPC's Percentage Interest in Econovation.

"Tax" shall mean any kind of tax including national tax, local tax, and customs duties and other governmental fees including utilities, National Health Insurance premiums, National Pension Scheme payments, employment insurance fees, workplace accident insurance fees, deductibles, fees, additional taxes, penalties, withholding, surcharge, and other similar payment obligations.

"USD" shall mean U.S. Dollars, the lawful currency of the United States of America.

Article 2. Separate Management of the Shares and Exercise of Voting Rights

2.1. Separate Management of the Shares and Disposal

(1) Econovation shall, within one year of the date the SPC acquires Redeemable Convertible Preferred Membership Interests in Econovation, deposit SK Proportionate Shares and SPC Proportionate Shares in separate accounts. In the event that such separate deposit is impracticable for any reason, Econovation and SK shall take an action to cause a similar effect and obtain consent from the SPC and manage each Party's Proportionate Shares separately by such means as causing the officers appointed by each Party to be responsible for management and disposal of respective Proportionate Shares. The Parties agree to cooperate with any procedures necessary for the separate management of the Proportionate Shares.

(2) The disposal of the Shares and the payment of proceeds from the sale of the Shares shall be determined by resolution of the Board of Managers of Econovation (hereinafter including resolution of the meeting of members of Econovation where necessary). Yet, in the event that SK and the SPC desire to dispose of their respective Proportionate Shares in accordance with this Agreement, SK and the SPC shall take all necessary measures and provide cooperation for each officer responsible for management and disposal of the respective Proportionate Shares to immediately dispose of the Proportionate Shares subject to disposal including causing the approval of the resolution by the Board of Managers of Econovation without delay as the members of Econovation.

2.2. Exercise of Voting Rights for the Shares

The voting rights for the Shares held by Econovation shall be exercised by SK.

Article 3. Restrictions on Disposal of the Shares during the First Lock-up Period

Econovation shall not assign, sell, transfer, grant lien on, or otherwise dispose of the Shares in whole or in part until the second anniversary of the Share Acquisition Date (the "First Lock-up Period"), and SK and the SPC shall cause Econovation to refrain from disposing of any of the Shares in breach of this Article 3.

Article 4. Disposal of the Shares during the Second Lock-up Period

4.1. Restriction on Disposal during the Second Lock-up Period.

Unless otherwise agreed in writing between the Parties, Econovation shall not dispose of any of SK Proportionate Shares and 60% of SPC Proportionate Shares (the "Restricted SPC Proportionate Shares") between the expiry of the First Lock-up Period and the

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Distribution Base Date (the "Second Lock-up Period"), and SK and PEF shall ensure that Econovation does not dispose of any of the Restricted SPC Proportionate Shares in breach of this Article 4.1.

4.2. Discretionary Disposal by the SPC during the Second Lock-up Period

(1) During the Second Lock-up Period, the SPC may cause Econovation to dispose at the discretion of the SPC (the "Discretionary Disposal") of up to 40% of SPC Proportionate Shares (the "Disposable SPC Proportionate Shares"), and Econovation and SK shall take all action necessary for such disposal; provided that, if (i) SK caused Econovation to dispose of SK Proportionate Shares in whole or in part by means other than the Drag-along Proposal pursuant to Article 4.3 in breach of this Agreement or (ii) SK is subject to bankruptcy or rehabilitation proceedings pursuant to the Debtor Rehabilitation and Bankruptcy Act, an application to the court for such proceedings, or commencement or application for a corporate restructuring pursuant to the Corporate Restructuring Promotion Act of Korea, then the foregoing restriction on disposal shall not apply and SPC may dispose of SPC Proportionate Shares in its entirety including the Restricted SPC Proportionate Shares at its discretion.

(2) For Discretionary Disposal of Disposable SPC Proportionate Shares by the SPC, the per-share price of SPC Proportionate Shares shall be no less than the amount that would achieve IRR 7.5% for the Per-Share Acquisition Price (the "Minimum Disposal Price").

(3) Upon Discretionary Disposal by the SPC, SK or a third party designated by SK shall be entitled to exercise in writing a right of first offer ("ROFO") for all SPC Proportionate Shares subject to the Discretionary Disposal, and the SPC shall have accepted such ROFO, SK shall notify the SPC in writing of its decision on whether to exercise ROFO (the "ROFO Exercise Notice") within 3 Business Days (Korea) from the date on which the SPC notified SK of its intent to proceed with Discretionary Disposal (the "Purchase Price Determination Date") (the period of 3 Business Days (Korea) from the Purchase Price Determination Date, the "ROFO Exercise Period"), provided that the SPC shall commence advance consultation with SK regarding the disposal at least 7 Business Days (Korea) prior to the Purchase Price Determination Date. SK and the SPC must mutually agree on the date of purchase of SPC Proportionate Shares (the "SPC Purchase Date") within 5 Business Days (Korea) from the date the ROFO Exercise Notice is delivered to the SPC, which period may be extended upon agreement between the Parties (such date the SPC Purchase Date was agreed to, the "SPC Purchase Agreement Date"), provided that the SPC Purchase Date shall be a date that is within 5 Business Days (Korea) from the SPC Purchase Agreement Date except when such sale of the SPC Proportionate Shares is impracticable within 5 Business Days (Korea) from the SPC Purchase Agreement Date due to delays in regulatory filings such as foreign investment notification, in which event the SPC Purchase Date shall be the Business Day (Korea) immediately following the date on which any such regulatory filing is completed. The Securities Purchase Agreement for the SPC Proportionate Shares shall be deemed to have been executed on the SPC Purchase Agreement Date, and the payment of the purchase price of the relevant SPC Proportionate Shares as well as the transfer of shares shall be completed on the SPC Purchase Date, provided that, if SK decides to make a direct acquisition, the Percentage Interest in Econovation corresponding to the SPC Proportionate Shares may be transferred by the SPC to SK upon agreement between the Parties. The purchase price for the relevant SPC Proportionate Shares shall be equal to the weighted arithmetic mean of the price of the Shares between 10 Business Days (USA) and 1 Business Day (USA) prior to the Purchase Price Determination Date. If SK or a third party designated by SK fails to tender a ROFO Exercise Notice within the ROFO Exercise Period or the closing for the purchase and sale of the relevant SPC Proportionate Shares fails to be consummated on the SPC Purchase Date for causes not attributable to the SPC, SK shall be deemed to have waived its ROFO right, and the SPC may make a Discretionary Disposal of the Disposable SPC Proportionate Shares to a third party.

(4) The SPC Proportionate Shares whose actual disposal is consummated within the Second Lock-up Period in accordance with this Article 4.2 shall not be subject to Disposal upon Maturity, and Articles 6 and 7.1 shall not apply. For clarity, the SPC Proportionate Shares that are not actually disposed of despite the availability of

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Discretionary Disposal during the Second Lock-up Period shall be subject to Disposal upon Maturity pursuant to Article 6.1, in which event Article 7.1 shall apply.

4.3. Drag-along Proposal during the Second Lock-up Period.

(1) Notwithstanding Article 4.1, SK may propose a joint sale (the "Drag-along") of a portion of SK Proportionate Shares (up to 50% of the SK Proportionate Shares) and a portion of SPC Proportionate Shares corresponding to the SK Proportionate Shares at the time of the Drag-along Proposal based on the Percentage Interest of SK and the Percentage Interest of SPC in Econovation (up to 50% of the SPC Proportionate Shares; the SK Proportionate Shares and SPC Proportionate Shares proposed by SK to be jointly sold shall be referred to as "Drag-along Proposal Shares") during the Second Lock-up Period (the "Drag-along Proposal").

(2) For Drag-along Proposal, the per-share Drag-along price of the Shares shall be no less than the Minimum Disposal Price.

(3) In the event that the SPC accepts SK's Drag-along Proposal, SK and the SPC shall agree on the detailed terms, timing, and method of disposal of the Drag-along Proposal Shares and shall cause Econovation to dispose of the Drag-along Proposal Shares accordingly; provided that, notwithstanding the Parties' agreement on the Drag-along Proposal, the SPC may demand suspension of the disposal of the Drag-along Proposal Shares if the price of the Shares during the actual sale of Drag-along Proposal Shares by Econovation falls below the Minimum Disposal Price, in which event, the SPC and Econovation and SK shall agree to such demand for suspension and take all necessary measures.

(4) In the event that the SPC does not accept the Drag-along Proposal even though SK made the Drag-along Proposal at a price above the Minimum Disposal Price, or if the Parties fail to reach an agreement on the Drag-along Proposal as contemplated by clause (3) above, (i) SK may cause Econovation to dispose of the number of the Shares equal to the number of SK Proportionate Shares at its discretion and (ii) the SPC may, notwithstanding Article 4.1., cause Econovation to dispose of the number of the Shares equal to the number of SPC Proportionate Shares among the Drag-along Proposal Shares at its discretion. The Discretionary Disposal of SPC Proportionate Shares among the Drag-along Proposal Shares pursuant to this paragraph shall be subject to Article 4.2(2) through (4).

(5) The Drag-along Proposal Shares that have not actually been sold and the Shares that have not actually been disposed of during the Second Lock-up Period although they were available for Discretionary Disposal due to the SPC's refusal of the Drag-along Proposal or failure of the Parties to reach an agreement on the Drag-along Proposal shall be subject to Disposal upon Maturity pursuant to Article 6.1, in which event Article 7.1 shall apply. Yet, if the per-share price of the Shares at the time of the Drag-along Proposal is no less than the amount that would achieve IRR of at least 15% for the Per-Share Acquisition Price (e.g., for clarity, if the weighted arithmetic average price of the Shares between 10 Business Days (USA) and 1 Business Day (USA) prior to the date of Drag-along Proposal is equal to or greater than an amount that would achieve IRR 15% on Per-Share Acquisition Price), Articles 7.1 shall not apply to the Drag- along Proposal Shares corresponding to the SPC Proportionate Shares.

(6) In the event that the Drag-along Proposal Shares are disposed of as a result of a Drag-along Proposal pursuant to this Article, Econovation shall promptly pay SK and the SPC all net proceeds, including the purchase price of the Shares in accordance with the applicable Percentage Interest shareholding ratio of the Proportionate Shares among the Drag-along Proposal Shares that have been sold, by resolution of the Board of Managers.

(7) The Drag-along Proposal Shares shall not affect the number of Disposable SPC Proportionate Shares or the Discretionary Disposal thereof pursuant to Article 4.2 in any manner, and the SPC may dispose of the Disposable SPC Proportionate Shares pursuant to Article 4.2 at its discretion without any regard to Drag-along Proposal Shares.

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Article 5. Payment of Profits before Maturity

If Econovation disposes of SPC Proportionate Shares in whole or in part at the request of the SPC for any reason by such means as a Discretionary Disposal pursuant to Article 4.2 or a sale of outstanding SPC Proportionate Shares pursuant to Article 6.2, any payment of the proceeds shall be determined by the Board of Managers of Econovation. SK and the SPC shall provide any and all cooperation and take any action necessary to effectuate a resolution by the Board of Managers approving Econovation's payment of all proceeds including the purchase price for the disposal of SPC Proportionate Shares to the SPC within 3 Business Days (USA) from the date of disposal (by means including, but not limited to, redemption of the Redeemable Convertible Preferred Membership Interests and capital reduction), except when such payment is impracticable within 3 Business Days (Korea) from the date of disposal due to delays in regulatory filings such as foreign investment notification, in which event the payment date shall be the Business Day (Korea) immediately following the date on which any such regulatory filing is completed.

Article 6. Disposal upon Maturity

6.1. Obligation of Disposal upon Maturity.

In the event that the disposal of all SPC Proportionate Shares is not completed by the Distribution Base Date, the SPC may request Econovation to dispose of all of the Shares held by Econovation in accordance with this Article 6 (the "Disposal upon Maturity"), and the Board of Managers of Econovation shall decide on the requested disposal. Upon such request, SK shall provide any and all cooperation and take all action necessary to implement the request by the SPC.

6.2. Non-application of Disposal upon Maturity.

(1) If the weighted arithmetic average price of the Shares between 10 Business Days (USA) and 1 Business Day (USA) prior to the Distribution Base Date exceeds an amount that would achieve IRR 7.5% (or IRR 8.5% for the Per-Share Acquisition Price if the Distribution Base Date is extended for one year or more, in which event the adjusted IRR shall be applied from the date of initial contribution) for the Per-Share Acquisition Price (the "Minimum Price Non-applying Disposal upon Maturity"), the SPC may sell the SPC Proportionate Shares outstanding with Econovation (the "Outstanding SPC Proportionate Shares") at its discretion. For clarity, a sale of the Outstanding SPC Proportionate Shares completed pursuant to this Article shall not constitute a Disposal upon Maturity pursuant to Article 6.1, in which event Article 7.1 shall not apply.

(2) SK or a third party designated by SK shall be entitled to ROFO for all Outstanding SPC Proportionate Shares when they are sold pursuant to Article 6.2(1) above, and the SPC shall have accepted such ROFO if exercised. Article 4.2(3) shall apply mutatis mutandis to the per-share purchase price of the Shares as well as the procedures and method of the exercise of ROFO.

(3) If SK does not exercise the above ROFO or waives the ROFO, SK shall not be permitted to sell its SK Proportionate Shares held by Econovation between the Distribution Base Date and the date that is one month from the expiry of the ROFO Exercise Period for this Article 6.2, in order to allow the market to sufficiently handle Econovation's disposal of Outstanding SPC Proportionate Shares and minimize the impact on the share price.

(4) If the price of the Shares falls below the Minimum Price Non-applying Disposal upon Maturity during the actual sale of the Outstanding SPC Proportionate Shares under Article 6.2(1), the SPC may suspend the sale of the Outstanding SPC Proportionate Shares. The Outstanding SPC Proportionate Shares that are not sold due to such suspension may be available for Disposal upon Maturity by Econovation pursuant to Article 6.1 within 6 months from the Distribution Base Date, and Article 7.1 shall apply if the SPC made a written request for Disposal upon Maturity pursuant to Article 6.1 within 6 months.

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6.3. SK's ROFR for Disposal upon Maturity.

(1) At the time of the Disposal upon Maturity, SK or a third party designated by SK shall be entitled to a right of first refusal ("ROFR") for all of the SPC's Percentage Interest in Econovation.

(2) Exercise price of the ROFR pursuant to Article 6.3(1) shall be the sum of the SPC Investment Principal and the amount calculated by applying IRR 7.5% (or IRR 8.5% for the SPC Investment Principal if the Distribution Base Date is extended for one year or more, in which event the adjusted IRR shall be applied from the date of initial contribution) to the SPC Investment Principal.

(3) SK shall notify the SPC in writing of its decision on whether to exercise ROFR (the "ROFR Exercise Notice") within 10 Business Days (Korea) from the Distribution Base Date (the "ROFR Exercise Period").

(4) If SK or a third party designated by SK exercises ROFR within the ROFR Exercise Period, the purchase agreement for the entirety of the SPC's Percentage Interest shall be deemed to have been executed on the date the ROFR Exercise Notice was delivered to the SPC. Unless otherwise separately agreed between SK and the SPC, the payment of the purchase price as well as the transfer of the interest shall be completed within 10 Business Days (Korea) from the deemed execution date of the purchase agreement (the "ROFR Closing Deadline"). If SK or a third party designated by SK exercises ROFR and the SPC's Percentage Interest in Econovation is sold to SK or a third party designated by SK, such sale shall not constitute a Disposal upon Maturity pursuant to Article 6.1, in which event Article 7.1 shall not apply.

(5) If SK or a third party designated by SK fails to tender the ROFR Exercise Notice within the ROFR Exercise Period or the sale of the SPC's percentage interest in Econovation is not completed by the ROFR Closing Deadline, SK shall be deemed to have waived ROFR, the SPC may request Econovation to proceed with Disposal upon Maturity of all Shares pursuant to Article 6.1., and SK shall provide any and all cooperation and take all action necessary to effectuate the above.

Article 7. Distribution of Profits

7.1. Order and Structure of Profit Distribution at the Time of Disposal upon Maturity.

(1) If Econovation engages in Disposal upon Maturity for the Shares by resolution of the Board of Managers, the Parties agree to distribute the assets acquired by Econovation from disposal of the Shares in the following order. The Board of Managers of Econovation shall promptly approve a resolution to cause the distribution of profits from the operation of this Article 7 within 7 Business Days (Korea) from the date the Disposal upon Maturity is completed, and SK and the SPC shall provide any and all cooperation and take all action necessary to effectuate the above.

(i) Econovation's assets shall be distributed to the SPC until the sum of the SPC's Investment Principal corresponding to the outstanding SPC Proportionate Shares and the amount calculated by applying IRR 7.5% (or IRR 8.5% for the SPC Investment Principal if the Distribution Base Date is extended for one year or more, in which event the adjusted IRR shall be applied from the date of initial contribution) to the SPC's Investment Principal is reached, provided that this sum shall include any amount of proceeds from disposal other than Disposal upon Maturity that has not yet been paid to the SPC and default interest accrued from the date that is 5 Business Days (USA) from the date of such disposal until the date of actual payment, except when such payment is impracticable within 5 Business Days (Korea) from the date of disposal due to delays in regulatory filings such as foreign investment notification, in which event the payment date shall be the Business Day (Korea) immediately following the date on which any such regulatory filing is completed.

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(ii) If assets remain after distribution pursuant to (i) above, Econovation's assets shall be distributed to SK until the sum of SK's Investment Principal corresponding to SK Proportionate Shares outstanding with Econovation at the time of Disposal upon Maturity and the amount calculated by applying IRR 7.5% (or IRR 8.5% if the Distribution Base Date is extended for 1 year or more, in which event the adjusted IRR shall be applied from the date of initial contribution) to SK Investment Principal is reached; and

(iii) If assets of Econovation remain after distribution pursuant to (i) and (ii) above, any residual assets shall be distributed to SK and the SPC in proportion with each of its Percentage Interest.

(2) SK shall pay the SPC the amount pursuant to Article 7.1(1)(i) less the actual amount recovered by the SPC in case of the occurrence of any of the following within the period prescribed in each subparagraph below (unless otherwise extended upon agreement between the Parties):

(i) If the SPC's Recovered Amount falls short of the distributed amount set forth in Article 7.1(1)(i) above due to certain cause, within 7 Business Days (Korea) from the date the payment under Article 7.1(1)(i) is completed; or

(ii) If Econovation cannot dispose of the Shares due to liquidation, dissolution, rehabilitation, bankruptcy, or similar procedures, or suspension of trading, delisting, or other equivalent causes for Econovation or Bloom, within 10 Business Days (Korea) from the date any of the foregoing events occur.

7.2. Distribution of the SPC's Excess Profits.

If the final amount actually recovered by the SPC from disposal of the Shares exceeds the sum of the SPC's Investment Principal and the amount calculated by applying IRR 15% to the SPC's Investment Principal, the SPC shall transfer 30% of such excess profits to SK within 7 Business Days (Korea) of the completion of such recovery.

Article 8. Damages

If a Party breaches its obligations under this Agreement and another Party suffers damages as a result, the breaching Party shall compensate the other Party for the damages.

Article 9. Confidentiality

(1) Each Party shall keep confidential the existence of this Agreement, its terms, and the details of its negotiations (collectively, "Confidential Information") and shall not provide or disclose any such information without the other Party's prior written consent, except in case of:

(i) provision or disclosure of information in relation with this Agreement and the Transaction as required under the relevant Law, order of a Government Authority (including disclosure pursuant to public disclosure regulations by U.S Securities and Exchange Commission and Federal Energy Regulatory Commission as well as other U.S. authorities), or court decision; provided that the contents of such disclosure must be discussed with the other Party in advance, if possible, and every effort must be made to prevent disclosure of information other than what is required;

(ii) information provided to a Party's advisors, shareholders or members, Affiliates, advisors to Affiliates, or lender of acquisition financing or co-investors in the Transaction (only in this Article 9, "Advisors et al."), on the condition that any such person to whom disclosure of Confidential Information is made first enter into a written confidentiality agreement on compliance with the terms substantially similar to those for a Party to this Article 9;

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(iii) main terms or details of this Agreement or the Transaction disclosed within the scope necessary to explain this Agreement and the Transaction to or attract investment from each Party's Affiliates, shareholders or members, investors, lenders, and potential co-investors, on the condition that any such person to whom disclosure of Confidential Information is made first enter into a written confidentiality agreement on terms substantially similar to this Article 9;

(iv) basic information disclosed regarding this Agreement or the Transaction to the extent necessary for media coverage; and

(v) information made public other than as a result of a breach of this Agreement.

(2) The Parties shall ensure that their Advisors et al. comply with the confidentiality obligations under this Article and will be personally liable for any breach of such obligations.

(3) In case this Agreement ceases to be effective, the Parties shall promptly, and in any event within no later than two weeks of such loss of effectiveness, return or destroy the Confidential Information, which includes those under the possession of the Parties' Advisors, et al., except in the case where a Party seeks to hold another Party responsible for the cancellation or termination of this Agreement.

(4) Confidentiality obligations under this Article shall remain in effect for two years from the date of this Agreement ceases to be effective even if the Parties and their Advisors et al. return or destroy Confidential Information pursuant to Article 9(3) above.

Article 10. Miscellaneous

10.1. Entire Agreement.

This Agreement, the LLC Agreement, and the Securities Purchase Agreement constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede any prior agreement with respect to the subject matter hereof, written or oral.

10.2. Amendments and Waivers.

This Agreement may be amended or modified only by an instrument in writing duly executed by the Parties. No failure by any Party in exercising any right to which such Party is entitled hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

10.3. No Assignment

(1) Unless otherwise provided in this Agreement, no Party may assign or transfer to a third party the applicable Percentage Interest in Econovation acquired under this Agreement, status under this Agreement, or any rights or obligations under this Agreement without obtaining the prior written consent of the other Party.

(2) Unless otherwise provided in this Agreement, this Agreement shall not be construed to confer any rights upon any third party other than the Parties and their lawful assignees.

10.4. Expenses and Taxes.

(1) Unless otherwise provided in this Agreement, expenses related to performance under this Agreement and the Transaction, including but not limited to legal, accounting, advisory, agency, and brokerage fees, shall be borne by the Party incurring such expenses.

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(2) In case SK and the SPC incur any expenses in the process of selling the Shares, such expenses shall be borne by SK with respect to the cost of sale of SK Proportionate Shares and by the SPC with respect to the cost of sale of SPC Proportionate Shares in accordance with the shareholding ratio of the Shares sold (for clarity, the foregoing sentence shall not apply to the cost of sale of the Shares when Article 7.1 applies, in which event SK shall ensure that the SPC receives the entirety of the amount to be distributed pursuant to Article 7.1(1)(i)). Yet, if a Party's attempted sale fails for any cause, such Party shall bear the relevant expenses. The SPC shall bear the expenses in this paragraph by way of Econovation paying any payable amount to the SPC after deducting the expenses to be borne by the SPC. The procurement of funds for additional expenses that cannot be paid by the SPC in the manner set forth in the foregoing sentence (excluding, for clarity, the procurement by way of the SPC's additional capital call) shall be determined upon agreement between the Parties.

(3) Each Party shall be responsible for paying Taxes imposed on the Party pursuant to relevant Laws in connection with the execution of and performance under this Agreement.

(4) SK and the SPC shall agree that Econovation shall be a partnership for the purpose of relevant tax laws in the United States. If there is any need to modify Econovation's tax status to a taxable corporation, SK and the SPC shall discuss such modification in advance.

(5) No deduction or withholding shall be applied to the amount paid under this Agreement other than those required by relevant Laws.

10.5. Default Interest.

Unless otherwise expressly provided in this Agreement, in the event that a Party delays performance of any payment obligation under this Agreement for a cause attributable to such Party, a default interest of 15% per annum shall accrue on such payable amount from the expected repayment date (which shall be the redemption date determined by resolution of the Board of Managers for any redemption of the Redeemable Convertible Preferred Membership Interests) until the date of the actual payment.

10.6. Notices.

(1) All notices and communications made in connection with this Agreement shall be (i) in writing and (ii) delivered to the Parties to the address provided below or as amended by a Party upon giving notice to other Parties in person, email, registered mail, certified mail, or by commercial courier with global reputation. Each Party shall immediately notify other Parties in writing of any change in its contact information. In the event of a breach of such notice obligation despite the change, a notice that has been delivered to the address notified immediately prior to the change by a method described in this Agreement shall be deemed to constitute a legitimate notice.

To SK:

Address: 19 Yulgok-ro 2-gil (Susong-dong), Jongno-gu, Seoul, Korea

Email: yumi.park@sk.com

CC: Yumi Park

To the SPC:

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Address: 31 Gukjegeumyung-ro 8-gil (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu, Seoul, Korea

Email: ryankim@skspe.com

CC: Taekyun Kim

To Econovation:

Address: 19 Yulgok-ro 2-gil (Susong-dong), Jongno-gu, Seoul, Korea

Email: yumi.park@sk.com

CC: Yumi Park

(2) Notice shall become immediately effective upon receipt and shall be deemed to have been received in the cases listed below. Yet, if the deemed date of receipt for SK and the SPC does not fall on a Business Day (Korea) or the deemed date of receipt for Econovation does not fall on a Business Day (USA), such notice shall be deemed received on the Business Day (Korea) or Business Day (USA) immediately following the deemed date of receipt.

(i) In the case of registered mail or certified mail, at the time of delivery as confirmed by the relevant method of proof;

(ii) In the case of email, when receipt by the recipient is confirmed; and

(iii) In the case of in-person delivery or by a commercial courier, at the time of delivery.

10.7. Severability.

In the event that any of the provisions in this Agreement, including any sentence, word, or a part thereof, is held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Any invalid, illegal, or unenforceable provisions shall be modified to effect the original intent of the Parties as closely as possible even in case the Parties take no particular action.

10.8. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

10.9. Precedence.

This Agreement shall apply in preference to the LLC Agreement and Securities Purchase Agreement, and, in case of a conflict between any matter defined in this Agreement and the LLC Agreement or Securities Purchase Agreement, this Agreement shall prevail. The Parties must take all necessary measures to implement this Agreement as is.

10.10. Language.

This Agreement is prepared in Korean and may be translated into other languages; provided, however, that, in the event of any inconsistency or contradiction between the original Korean copy and a translated copy, the original Korean copy shall prevail.

10.11. Governing Law and Dispute Resolution.

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This Agreement shall be governed by the laws of the Republic of Korea. Should any portion or provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction for violation of any mandatory provision of the Limited Liability Company Act of the State of Delaware, then such portion or provision shall be modified or reformed so as to effect the original intent of the Parties as closely as possible to comply with such Act.

(1) The resolution of all disputes arising in connection with this Agreement shall be referred to the exclusive jurisdiction of Seoul Central District Court as the court of first instance.

(2) Each Party acknowledges that a breach of this Agreement by one Party may cause irreparable damage to the other Party. Notwithstanding any other provision of this Agreement, each Party shall have the right to seek appropriate measure from the court of competent jurisdiction to prevent such breach and enforce the performance under this Agreement, including application for provisional attachment or injunctive relief.

10.12. Delaware Law Limits.

Econovation may only make distributions or redeem its Membership Interests as permitted by the Limited Liability Act of the State of Delaware and Delaware common law.

10.13. Effectiveness; Term; Termination.

This Agreement shall become effective as of its date, so long as the LLC Agreement shall have become effective and the transactions contemplated by the SPA shall have been consummated. This Agreement may be terminated upon mutual agreement between the Parties.

[*Intentionally left blank for the signature page below*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in three counterparts by their respective duly authorized representatives as of the date first above written.

SK ecoplant Co., Ltd.

Address: 19 Yulgok-ro 2-gi (Susong-dong), Jongno-gu, Seoul, Korea

Representative Director: Kyung-il Park /s/ Kyung-il Park

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in three counterparts by their respective duly authorized representatives as of the date first above written.

Blooming Green Energy Limited

Address: 31 Gukjegeumyung-ro 8-gil (Yeouido-dong, SK Securities Building), Yeongdeungpo-gu, Seoul, Korea

Director: Jucheol Kim /s/ Jucheol Kim

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in three counterparts by their respective duly authorized representatives as of the date first above written.

Econovation, LLC

Address: 19 Yulgok-ro 2-gi (Susong-dong), Jongno-gu, Seoul, Korea

Representative Director: Seongjun Bae /s/ Seongjun Bae

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Exhibit L

SHAREHOLDER'S LOAN AGREEMENT

Between
Bloom Energy Corporation, as Borrower, and
SK ecoplant Co., Ltd., as Lender

As of March 20, 2023

SHAREHOLDER'S LOAN AGREEMENT

Bloom Energy Corporation, a Delaware corporation (the "**Borrower**"), and SK ecoplant Co., Ltd. a company formed under the laws of the Republic of Korea (the "**Lender**"), are entering into this Loan Agreement (this "**Agreement**") as of March 20, 2023 (the "**Effective Date**").

1. Establishment of Loan Facility. At the request of the Borrower, the Lender has established, as of the Effective Date, a loan facility in favor of the Borrower in accordance with the terms and conditions of this Loan Agreement with a maximum principal amount of $310,957,102 for working capital and general corporate purposes.

2. Availability of Loans; Availability Period. Borrower may request the Lender to provide the loan under this Loan Agreement in the principal amount of $310,957,102 (the "**Loan**"), together with all accrued interest thereon, as provided in this Loan Agreement if the following conditions are satisfied:

(a) Availability Period. The Borrower makes a request to the Lender to borrow the Loan only during period of time from the Effective Date until the earlier of (i) six months from the Effective Date and (ii) the date on which the Lender and Econovation LLC own or have acquired 23,491,701 shares of Class A Common Stock of the Borrower.

(b) Lender's Notice. The Lender sends a written notice to the Borrower that, at any time during the Availibility Period, (i) it intends to hold, in the aggregate, fewer than 10,000,000 shares, stocks, and/or other equity interests of the Borrower, or (ii) Econovation LLC intends to hold, in the aggregate, fewer than 13,491,701 shares, stocks, and/or other equity interests of the Borrower.

(c) Borrowing Request. Subject to the satisfaction of Sections 2(a) and (b) hereof, the Borrower delivers a written borrowing request in the form of Exhibit 1 (a "**Borrowing Request**") delivered fifty (50) calendar days in advance of the Loan borrowing date (the "**Proposed Date**"). Each such notice shall be in the form of the Borrowing Request, appropriately completed and signed by an authorized officer of the Borrower.

(d) Representations and Warrantes True. The representations and warranties of the Borrower are true in all material respects.

(e) Use of Proceeds. The proceeds of the Loan may be used only for working capital and general corporate purposes of the Borrower arising from the Lender decreasing its investment in the Borrower as described in Section 2(b) (the "**Purpose**").

The Lender shall make the amount of the Loan available to the Borrower on the Proposed Date.

3. Payment Dates.

(a) Payment Date. The aggregate unpaid principal amount of the Loan, all accrued and unpaid interest, and all other amounts payable under this Loan shall be due and payable on the fifth anniversary of the date of the incurrence of the Loan (the "**Payment Date**").

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(b) Prepayment. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

4. Interest.

(a) Interest Rate. Except as provided in Section 4(b), the principal amount outstanding under this Loan from time to time shall bear interest at a rate per annum (the "**Interest Rate**") equal to 4.6%.

(b) Default Interest. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus 2% per annum (the "**Default Rate**").

(c) Computation of Interest. All computations of interest hereunder shall be made on the basis of a year of 360 days, and the actual number of days elapsed. Interest shall begin to accrue on the Loan on the date of this Loan. For any portion of the Loan that is repaid, interest shall not accrue on the date on which such payment is made.

(d) Interest Rate Limitation. If at any time the Interest Rate payable on the Loan shall exceed the maximum rate of interest permitted under applicable law, such Interest Rate shall be reduced automatically to the maximum rate permitted.

5. Payment Mechanics.

(a) Manner of Payment. All payments of principal and interest shall be made in US dollars no later than 12:00 PM, New York time on each Payment Date and on the date on which such payment is due. Such payments shall be made by wire transfer of immediately available funds to the Lender's account at a bank specified by the Lender in writing to the Borrower from time to time.

(b) Application of Payments. All payments shall be applied, *first*, to fees or charges outstanding under this Loan, *second*, to accrued interest, and, *third*, to principal outstanding under this Loan.

(c) Business Day. Whenever any payment hereunder is due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and interest shall be calculated to include such extension. "**Business Day**" means a day other than Saturday, Sunday, or other day on which commercial banks in New York, NY are authorized or required by law to close.

(d) Evidence of Debt. The Borrower authorizes the Lender to record on the grid attached as Exhibit 1 the Loan made to the Borrower and the date and amount of each payment or prepayment of the Loan. The entries made by the Lender shall be *prima facie* evidence of the existence and amount of the obligations of the Borrower recorded therein in the absence of manifest error. No failure to make any such record, nor any errors in making any such records, shall affect the validity of the Borrower's obligation to repay the unpaid principal of the Loan with interest in accordance with the terms of this Loan.

6. Representations and Warranties. The Borrower represents and warrants to the Lender as follows:

(a) Existence. The Borrower is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of its organization. The Borrower has the requisite power and authority to own, lease, and operate its property, and to carry on its business.

(b) Compliance with Law. To the Borrower's knowledge, the Borrower is in compliance with all laws, statutes, ordinances, rules, and regulations applicable to or binding on the Borrower, its property, and business in all material respects.

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(c) Power and Authority. The Borrower has the requisite power and authority to execute, deliver, and perform its obligations under this Loan Agreement and the Loan.

(d) Authorization; Execution and Delivery. The execution and delivery of this Loan Agreement by the Borrower and the performance of its obligations hereunder have been duly authorized by all necessary corporate action in accordance with applicable law. The Borrower has duly executed and delivered this Loan Agreement. This Loan Agreement has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Applicable Laws affecting creditors' rights generally and by general principles of equity.

7. Covenant. If the Borrower borrows the Loan, then the Borrower agrees that it will repay the principal amount of the Loan plus interest on the Payment Date.

8. Events of Default. The occurrence and continuance of any of the following shall constitute an "**Event of Default**" hereunder:

(a) Failure to Pay. The Borrower fails to pay any principal amount of or interest on the Loan when due on the Payment Date and such failure continues for ten (10) days after written notice from Lender of the default.

(b) Breach of Representations and Warranties. Any representation or warranty made by the Borrower to the Lender herein contains an untrue or misleading statement of a material fact as of the date made; *provided*, *however*, no Event of Default shall be deemed to have occurred pursuant to this Section 8(b) if, within thirty (30days of the date on which the Borrower receives notice (from any source) of such untrue or misleading statement, Borrower shall have addressed the adverse effects of such untrue or misleading statement to the reasonable satisfaction of the Lender.

(c) Bankruptcy; Insolvency.

(i) The Borrower institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors.

(ii) An involuntary case is commenced seeking the liquidation or reorganization of the Borrower under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty (60) days of its filing.

(iii) The Borrower makes a general assignment for the benefit of its creditors.

(iv) The Borrower admits in writing its inability to pay its debts as they become due.

(v) A case is commenced against the Borrower or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing.

(d) Failure to Give Notice. The Borrower fails to give the notice of Event of Default to the Lender on the date it becomes aware of such Event of Default.

9. Notice of Event of Default. As soon as possible after it becomes aware that an Event of Default has occurred, and in any event within ten (10) Business Days, the Borrower shall notify the Lender in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

10. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Lender may, at its option, by written notice to the Borrower declare the outstanding principal amount of the Loan, accrued and unpaid interest thereon, and all other amounts payable hereunder immediately due and payable; *provided*, *however*, if an Event of Default described in Sections 8(c)(i), 8(c)(iii), or 8(c)(iv) shall occur, the outstanding principal amount, accrued and unpaid interest, and all other amounts payable hereunder shall become immediately due and payable without notice, declaration, or other act on the part of the Lender.

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11. Expenses. The Borrower shall reimburse the Lender on demand for all reasonable and documented out-of-pocket costs, expenses, and fees, including the reasonable fees and expenses of counsel, incurred by the Lender in connection with the negotiation, documentation, and execution of this Loan and the enforcement of the Lender's rights hereunder.

12. Notices. The Notices provision of the Securities Purchase Agreement dated as of October 23, 2021, as amended, between the parties hereto is hereby incorporated by reference.

13. Governing Law. This Loan Agreement, any Loans borrowed under it and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Loan and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York.

14. Disputes.

(a) Submission to Jurisdiction.

(i) The Borrower irrevocably and unconditionally (A) agrees that any action, suit, or proceeding arising from or relating to this Loan may be brought in the courts of the State of New York sitting in New York County, and in the United States District Court for the Southern District of New York, and (B) submits to the exclusive jurisdiction of such courts in any such action, suit, or proceeding. Final judgment against the Borrower in any such action, suit, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of venue in any action, suit, or proceeding relating to this Loan in any court referred to in Section 14(a), and (ii) the defense of inconvenient forum to the maintenance of such action, suit, or proceeding in any such court.

(c) Waiver of Jury Trial. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS LOAN OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

15. Successors and Assigns. This Loan may be assigned or transferred by the Lender to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity.

16. Integration. This Loan constitutes the entire contract between the Borrower and the Lender with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

17. Amendments and Waivers. No term of this Loan may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Lender. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

18. No Waiver; Cumulative Remedies. No failure by the Lender to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

19. Severability. If any term or provision of this Loan is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Loan or render such term or provision invalid or unenforceable in any other jurisdiction.

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20. Counterparts. This Loan and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Loan by facsimile or in electronic ("pdf" or "tif") format shall be as effective as delivery of a manually executed counterpart of this Loan.

21. Electronic Execution. The words "execution," "signed," "signature," and words of similar import in this Loan shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. § 7001 *et seq*.), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. Law §§ 301-309), and any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the Borrower has executed this Loan as of the date first written above.

BLOOM ENERGY CORPORATION

By: /s/ Greg Cameron
Name: Greg Cameron
Title: President and Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED BY
SK ECOPLANT CO., LTD.

By /s/ Wangjae (Justin) Lee
Name: Wangjae (Justin) Lee
Title: Managing Director of Eco Energy BU

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