

ELEXON

To:

Elexon Limited as the Balancing
and Settlement Code (the "BSC")
Company ("BSCCo")

350 Euston Rd
London
NW1 3AW

31 May 2023

Application to be designated by the Panel as a Third Party Proposer pursuant to Section F2.1.A.1 of the Balancing and Settlement Code

By writing this letter, and submitting a Designation Request Form and a draft Modification Proposal Form we are applying to be designated as a Third Party Proposer under the Section F (Modification Procedures) of the BSC.

Unless otherwise stated, or the context otherwise requires, any capitalised term in this letter shall have the meaning given to it in the BSC.

We acknowledge that we have obtained a copy of the latest versions of Section B (The Panel), Section C (BSCCo and its Subsidiaries), Section F and Section H (General) and Section X-1 (General Glossary) of the BSC as well as BSC Procedure 40 from the BSC Website.

In consideration of BSCCo and/or the Panel considering our application to be designated as a Third Party Proposer, we hereby agree with each of you that we shall be bound by:

- a) the terms of Section B1, B3 and B4.6 (the Panel); Section C1 and C3 (BSCCo and its Subsidiaries), Section F (Modification Procedures) and Section H7.1, H8 and H9 (General) of the BSC; and
- b) the terms of BSC Procedure 40, for the purposes of our application to be designated as a Third Party Proposer and the consideration of our modification proposal under the Modification Procedures as if we were a party to the BSC for the purposes of those Sections and BSC Procedures.

We acknowledge and agree that:

- a) during our application to be appointed as a Third Party Proposer the provisions of paragraph 2.1A of Section F (Modification Procedures) of the BSC provide a right of appeal to the Authority should the Panel reject our application and that should our application be rejected our sole and exclusive remedy will be to refer the matter for determination to the Authority in accordance with that paragraph and we accept that its determination will be final, conclusive and binding; and
- b) we will not make any claim in damages or any other claim of a financial nature against Elexon Limited or any Panel Member and we hereby waive (to the fullest extent permitted by law) any such claim against Elexon Limited or any Panel Member and release each from any such liability in respect of any breach by Elexon Limited or the Panel of any provision of the Code or in tort (including negligence) or otherwise.

Nothing in this letter shall exclude or limit liability for death or personal injury resulting from negligence by Elexon Limited or any Panel Member or resulting from fraudulent misrepresentation.

This letter shall expire following the later of:

- a) the final determination (whether by the Panel or the Authority) that we have not been designated as a Third Party Proposer;
- b) the withdrawal of the Modification Proposal proposed by us; or
- c) the final determination (whether by the Panel or the Authority) as to whether the Modification Proposal proposed by us should be approved or rejected.

This letter shall be governed by, and construed in all respects in accordance with, the laws of England and Wales.

Yours faithfully,



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Signed by Richard (Reg) Platt being a Director and signing this letter for and on behalf of Emergent Energy Systems Ltd.