IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Nikola Corp., *et al.*,[1]	Case No. 25-10258 (TMH)
Debtors.	(Jointly Administered)
	Objection Deadline: August 13, 2025, at 4:00 p.m. (ET) **Hearing Date: August 21, 2025, at 11:00 a.m. (ET)**

MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER PURSUANT TO BANKRUPTCY RULES 2004 AND 9016 AUTHORIZING THE ISSUANCE OF A SUBPOENA TO LG ENERGY SOLUTION, LTD. FOR THE PRODUCTION OF DOCUMENTS

The Official Committee of Unsecured Creditors (the "Committee") of Nikola Corporation ("Nikola") and its affiliated debtors and debtors in possession (collectively, the "Debtors") in these Chapter 11 Cases, hereby moves (the "Motion"), pursuant to Sections 105(a) and 1103(c) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), authorizing the Committee to issue a subpoena (the "Subpoena"), substantially in the form attached as Exhibit 1 to the Proposed Order, for the production of documents to LG Energy Solution, Ltd. ("LG"). In support of this Motion, the Committee respectfully states as follows.

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), together with the last four digits of each Debtor's federal tax identification number, are: Nikola Corporation (registered to do business in California as Nikola Truck Manufacturing Corporation) (1153); Nikola Properties, LLC (3648); Nikola Subsidiary Corporation (1876); Nikola Motor Company LLC (0139); Nikola Energy Company LLC (0706); Nikola Powersports LLC (6771); Free Form Factory Inc. (2510); Nikola H2 2081 W Placentia Lane LLC (N/A); 4141 E Broadway Road LLC (N/A); and Nikola Desert Logistics LLC (N/A). The Debtors' mailing address is PO Box 27028, Tempe, AZ 85285.

PRELIMINARY STATEMENT

1. The Committee seeks to examine LG regarding defective cylindrical lithium-ion battery cells (the "LG Cells") that LG supplied to the Debtors that resulted in numerous "thermal events" that caused the Debtors to incur damages in the tens of millions of dollars. In June 2023, a battery pack in one of Nikola's battery electric trucks ("BEVs") caught on fire. Nikola immediately launched an investigation to determine what had caused the fire. While the investigation was ongoing, more battery packs caught on fire, and Nikola realized that there was a correlation between the battery fires and LG Cells manufactured in a facility in China.

2. Around May 2024, Nikola sent a demand letter to LG in which Nikola claimed to have established that defective LG Cells had caused Nikola up to a billion dollars of damages, including tens of millions of dollars in costs associated with having to recall the BEVs to replace their battery packs. Nikola and LG subsequently engaged in discussions about how to resolve their dispute but failed to resolve the dispute prior to the filing of the Chapter 11 Cases.

3. In accordance with its statutory duties to maximize recoveries for the benefit of unsecured creditors, the Committee has been investigating the extent to which the Debtors' estates may have valuable claims against LG arising from LG's provision of defective battery cells that gave rise to Nikola's BEVs catching on fire and needing to be recalled. In connection therewith, the Committee is seeking information from LG concerning, among other things, its contracts with the Debtors, the thermal events that occurred involving the Debtors' BEVs, and the potentially defective nature of the LG Cells.

4. On June 18, 2025, counsel for the Committee emailed two attorneys at Latham & Watkins, LLP ("Latham") who represented LG in connection with its discussions with Nikola regarding the LG Cells, asking Latham whether they were available to meet and confer regarding

a draft of the Subpoena. On July 1, 2025, counsel for the Committee met and conferred with Latham, who confirmed that they represent LG and had shared the Subpoena with LG. Latham explained that they were not authorized to agree to anything, and that LG was a South Korean company which would insist upon service of the Subpoena or a motion pursuant to Bankruptcy Rule 2004 being made pursuant to the *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* (the "Hague Convention").

5. Counsel met and conferred further on July 21, 2025, but again could not reach agreement. Indeed, counsel for LG refused to confer regarding the appropriateness of the Committee taking Rule 2004 discovery at all, let alone the Committee's specific requests, contending that such conferral should wait until after such requests were served and insisting upon service through the Hague Convention. As set forth below, this and other Courts have recognized repeatedly that such delay is neither necessary nor appropriate where service upon a company's longstanding U.S. counsel will unquestionably lead to notice upon the company. Such delay would be particularly inappropriate in the Rule 2004 context, as it would essentially foreclose parties from timely pursuing discovery in a chapter 11 case where the target of discovery is a foreign entity regardless of the available means of alternate service or ties to the U.S. and/or U.S. Debtors.

6. Since attempts to meet and confer pursuant to Local Rule 2004-1(a) thus failed, the Committee is filing the instant Motion to seek the Court's authorization to take discovery of LG pursuant to Bankruptcy Rule 2004, and to authorize alternative service of the Subpoena upon LG's counsel at Latham. Since Local Rule 2004-1(c) directs that service of this Motion be made upon counsel for the proposed party to produce documents if that party is represented, the Committee has served this Motion upon LG's U.S.-based counsel at Latham.

7. For the reasons set forth in more detail below, the Committee requests that the Court

grant this Motion, authorize the Committee to issue the Subpoena, and authorize substitute service of the Subpoena upon Latham.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

9. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

10. Pursuant to Local Rule 9013-1(f), the Committee consents to the entry of a final order in connection with this Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the U.S. Constitution.

STATUTORY PREDICATES

11. The bases for the relief requested herein are Sections 105(a) and 1103(c) of the Bankruptcy Code, Bankruptcy Rules 2004 and 9016, and Local Rule 2004-1.

BACKGROUND

A. General Background

12. On February 19, 2025, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

13. On February 27, 2025, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the Committee pursuant to Section 1102 of the Bankruptcy Code. *See Notice of Appointment of Committee of Unsecured Creditors* [Docket No.

96]. The Committee selected Morrison & Foerster LLP and Morris James LLP as its counsel, and immediately commenced an investigation into assets of the estate that could provide recoveries for general unsecured creditors.

14. On April 23, 2025, the U.S. Trustee filed an *Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 445]. On June 12, 2025, the U.S. Trustee filed a *Second Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 599]. On July 28, 2025, the U.S. Trustee filed a *Third Amended Notice of Appointment of Creditors' Committee* [Docket No. 797].

B. Facts Relevant to Requested Relief

15. On September 15, 2021, Nikola entered into a sales contract (the "Original Sales Contract") with LG to purchase LG Cells for Nikola's BEVs.[2] The Original Sales Contract provided the terms pursuant to which Nikola would order specified quantities of LG Cells pursuant to purchase orders issued by Nikola and accepted by LG.[3] The Original Sales Contract contained a dispute resolution clause that provided for an English-language arbitration of disputes to take place in California.

16. On October 19, 2021, Nikola and LG entered into a Supplemental Agreement (the "Supplemental Agreement") pursuant to which Nikola agreed to pay a $10 million deposit (the "Deposit") to be paid over time and applied against the purchase price for a specified amount of LG Cells that Nikola agreed to purchase.[4] Further, Nikola agreed to make a $82,700,500 prepayment to be paid in tranches over time to LG (the "Prepayment") for LG to "build an

[2] A copy of the Original Sales Contract is attached as **Exhibit B**.
[3] Romeo Power, Inc., ("Romeo") a manufacturer of battery packs, also had a Sales Contract with LG dated August 28, 2017, (the "Romeo Sales Contract") pursuant to which LG agreed to supply cylindrical lithium-ion battery cells. On July 30, 2022, Nikola acquired Romeo.
[4] A copy of the Supplemental Agreement is attached as **Exhibit C**.

additional assembly line at its manufacturing facility in the United States of America to meet the anticipated increase in orders" by Nikola for LG Cells and as a prepayment for LG Cells to be purchased by Nikola.

17. On August 31, 2022, Nikola and LG entered into a Second Amendment Agreement to the Supplemental Agreement (the "Second Amended Agreement"), which modified the amounts and prices of LG Cells that Nikola agreed to purchase.[5] The Second Amended Agreement refers to an amendment to the Supplemental Agreement dated December 23, 2021 (the "First Amended Agreement," and together with the Original Sales Contract, the Supplemental Agreement, and the Second Amended Agreement, the "Sales Contract").[6]

18. On June 23, 2023, a BEV parked outside of Nikola's headquarters caught fire.[7] Nikola did not know what caused the fire and began an investigation to determine the cause.[8]

19. A few weeks later, on July 13, 2023, Nikola and LG executed a Termination and Release Agreement (the "Termination Agreement"), which terminated the Sales Contract.[9] The Termination Agreement provided that: (i) the approximately $8.27 million that Nikola had prepaid under the Sales Contract was non-refundable and would be retained by LG; (ii) LG would purchase five BEVs at a time to be agreed between the parties; (iii) Nikola would no longer participate in LG building a manufacturing facility in Arizona; and (iv) notably, that each party released the other from any and all claims including unknown and future claims. *Id*.[10]

[5] A copy of the Second Amended Agreement is attached as **Exhibit D**.
[6] The Debtors have been unable to locate a copy of the First Amended Agreement to provide to the Committee.
[7] *See Nikola suspects foul play after fire at Phoenix headquarters***,** https://driving.ca/auto-news/crashes/nikola-suspects-foul-play-after-fire-at-phoenix-headquarters.
[8] *Id*.
[9] A copy of the Termination Agreement is attached as **Exhibit E**.
[10] That same day, Romeo and LG also executed a Termination and Release Agreement terminating the Romeo Sales Contract (the "Romeo Termination Agreement"). A copy of the Termination and Release Agreement terminating the Romeo Sales Contract is attached as **Exhibit F**.

20. On August 10, 2023, another one of Nikola's BEVs caught fire.[11]

21. The next day, on August 11, 2023, Nikola issued a press release announcing a voluntary recall of 209 BEVs (the "Recall").[12] The press release explained that a coolant leak inside a battery pack was the cause of the fire at the company's headquarters, and that it was filing a voluntary recall with the National Highway Traffic Safety Administration ("NHTSA").[13]

22. Around September 2023, after two more trucks caught on fire, given the fire risks, Nikola removed all battery packs containing LG Cells from its BEVs and placed them in an open field outside of Nikola's manufacturing facility in Coolidge, Arizona. *See* June 7, 2024 Letter from Nikola to LG (the "June 7 Letter").[14] Thereafter, although the battery packs were disconnected from any power source, a number of battery packs spontaneously caught on fire while in the field. *See id*. Nikola noted that all the battery packs that combusted contained LG cells manufactured in LG's facility in China; while battery packs containing LG cells manufactured in LG's facility in Korea were also stored in the field, none of those battery packs caught fire. *See id*. Nikola took this as evidence of a correlation between the fire events in the BEVs and LG Cells manufactured at LG's facility in China. *See id*. Periodically, Nikola sent updates to LG by letter informing LG of additional fires that had occurred. *See* compendium of letters Nikola sent to LG informing LG regarding fires (the "Letters Compendium").[15]

23. According to correspondence Nikola sent to LG dated May 20, 2024 (the "May Demand Letter"), Nikola and LG started working together in January 2024 to determine the cause

[11] *Nikola Announces Preliminary Results of Battery Investigations, Voluntarily Recalls 209 Class 8 Battery-Electric Trucks*, https://www.prnewswire.com/news-releases/nikola-announces-preliminary-results-of-battery-investigations-voluntarily-recalls-209-class-8-battery-electric-trucks-301899121.html.
[12] *Id*.
[13] *Id*.
[14] The June 7 Letter is attached as **Exhibit G**.
[15] The Letters Compendium is attached as **Exhibit H**.

of the BEV fires.[16] In the May Demand Letter, Nikola informed LG that "Nikola's results, bolstered by three separate independent engineering consultants, continues to show a clear 100% correlation between LG[ ] cells manufactured in China and all fire events." *Id.* Nikola further stated that it had suffered "up to $1 billion in damages," as a result of reputational harm, a related reduction in market capitalization, and "tens of millions of dollars to issue a complete recall of its BEV fleet, redesign and begin replacement of thousands of battery packs, and work to regain its positive reputation as a truck manufacturer." *Id.*

24. On July 17, 2024, Nikola, through its counsel, Kasowitz Benson Torres LLP, sent a further demand letter to LG (the "July Demand Letter").[17] In the July Demand Letter, Nikola took the position that defective Chinese-manufactured battery cells sold by LG to Nikola for use in the BEVs caused fires in the BEVs and forced Nikola to issue the Recall. *Id.* Nikola asserted that it "has strong claims against [LG] for Nikola's substantial damages caused by the potentially life-threatening defect in the [LG] battery cells manufactured in China, including breach of contract, among other tort-based causes of action not subject to the parties' contractual arrangements." *Id.*

25. According to the July Demand Letter, while "Nikola initially reported to NHTSA that the fires likely were the result of coolant leakage," "Nikola's extensive investigation of several more fire incidents led the Company to conclude that the vehicle fires were caused by an alarming [LG] battery cell defect causing localized self-discharge." *Id.* The July Demand Letter further explained that "Nikola has determined with objective evidence that some [LG] cells develop sidewall cracks ('Cell Cracks') that result in electrolyte leakage and eventual through-wall corrosion of the originating and adjacent cells, which can lead to a spontaneous fire." *Id.* The July

[16] The May Demand Letter is attached as **Exhibit I**.
[17] A copy of the July Demand Letter is attached as **Exhibit J**.

Demand Letter also contained Nikola's reasoning for rejecting an alternative explanation for the fires offered by LG and reiterated that Nikola estimated that it suffered up to $1 billion in damages. *Id.* The July Demand Letter also requested, in accordance with the dispute resolution provisions of the Sales Contract, that the parties "select a single neutral authorized inspection agency to investigate the cause and identify the party liable for the defect." *Id.*

26. On July 24, 2024, LG, through its counsel Latham, responded to the July Demand Letter (the "LG Response").[18] In the LG Response, LG stated that it disputed a number of the claims and assertions in the Demand Letter, and also called to Nikola's attention the Termination Agreement. *Id.* Nonetheless, LG stated that it was interested in pursuing "a good-faith resolution of this matter." *Id.* The LG Response, authored by Latham's Mark S. Mester, also requested that Nikola "direct all further communications on this matter exclusively to our firm and me, as counsel for LG Energy." *Id.*

C. Meet and Confer Efforts

27. The Committee is investigating potential claims that the Debtors' estates may have against LG in connection with the LG Cells, the Recall, and the BEV fires. In particular, the Committee is seeking to evaluate: (i) the strength of the Debtors' position that the BEV fires and Recall were caused by defective LG Cells; (ii) the amount and nature of the damages that the Debtors suffered; and (iii) the enforceability of, and potential avoidability of, the release provided by the Debtors to LG in the Termination Agreement.

28. In connection therewith, on June 18, 2025, counsel for the Committee emailed the two attorneys at Latham who had sent letters to Nikola on behalf of LG relating to the dispute between Nikola and LG regarding the LG Cells. The email attached the draft Subpoena, which

[18] The LG Response is attached as **Exhibit K**.

sought information concerning, among other items:

- All documents and communications relating to the BEV fires and any internal investigations LG conducted;
- All documents and communications relating to any reports or incidents involving battery cells manufactured by LG combusting;
- All documents and communications relating to litigation or threats of litigation in the last five years in connection with any battery cells manufactured by LG; and
- All documents and communications relating to the Termination Agreement and the Romeo Termination Agreement.

29. The email asked Latham whether they were available to meet and confer regarding the Subpoena. On June 24, 2025, after receiving no response, counsel for the Committee followed up. An attorney from Latham responded later that day claiming that while they have represented "various LG entities in the past," Latham had not been retained with respect to the Subpoena, however, they had contacted LG, which "is located in Seoul, South Korea," and would let the Committee know if they received further instruction.

30. On June 27, 2025, Latham sent an email stating that LG "has now retained us to represent it with respect to the draft subpoena." While Latham was not authorized to accept service, they wanted to meet and confer. On July 1, 2025, counsel for the Committee and Latham met and conferred. Latham again confirmed that they do represent LG, however, they were not authorized to accept service of the Subpoena or this Motion. Latham further explained that as a matter of company policy, LG would insist that any subpoena or motion be served in accordance with The Hague Service Convention including the requirement that documents be translated into Korean. On July 21, 2025, the parties held a further meet and confer call but could not reach an agreement. Because LG would not agree to accept service of the Subpoena or agree on an appropriate scope of discovery, the Committee is forced to file this Motion.

RELIEF REQUESTED

31. The Committee seeks entry of an order, substantially in the form of the Proposed Order, authorizing it to issue the Subpoena to LG for the production of documents. Further, the Committee respectfully requests that the Court authorize service of the Subpoena by email upon counsel for LG.

BASIS FOR RELIEF

A. The Court Should Authorize the Rule 2004 Examination

32. As an official committee appointed in these cases, the Committee "may–investigate the acts, conduct, assets, liabilities, and financial condition of the debtor, . . . and any other matter relevant to the case or to the formulation of a plan." 11 U.S.C. § 1103(c)(2). "Although section 1103(c) states that a committee 'may' exercise these powers, the members of a committee have a fiduciary duty to their constituents and are obligated to exercise those powers as necessary to protect the interests of those constituents." 7 Collier on Bankruptcy P 1103.05 (16th 2025); *see also Loop Corp. v. U.S. Trustee*, 379 F.3d 511, 519 (8th Cir. 2004) (recognizing duty of creditors' committee to advance creditors' interests); *In re George Worthington Co.*, 921 F.2d 626, 633 (6th Cir. 1990) ("[T]he statutory duties imposed on an official unsecured creditors' committee by section 1103 are essential to the 'preservation of the estate.'"); *In re Haskell-Dawes, Inc.*, 188 B.R. 515, 519 (Bankr. E.D. Pa. 1995) ("The creditors' committee is responsible for representing the interests of its constituents and maximizing their recovery.").

33. Thus, the Committee has a fiduciary obligation to unsecured creditors to investigate estate claims, such as potential claims against LG.

34. The information the Committee seeks falls within the broad contours of Bankruptcy Rule 2004. Under Rule 2004, "the court may order the examination of any entity" relating to

(i) the "acts, conduct, or property" of the debtor; (ii) the "liabilities and financial condition" of the debtor; or (iii) "any matter that may affect the administration of the debtor's estate. . . ." Fed. R. Bankr. P. 2004(a), (b). Section 101 of the Bankruptcy Code defines an "entity" to include a "person, estate, trust, governmental unit, and United States trustee." 11 U.S.C. § 101.

35. "[T]the scope of Rule 2004 is broad and unfettered, and has been likened to a 'fishing expedition' and 'an inquisition.'" *In re Millennium Lab Holdings II, LLC*, 562 B.R. 614, 626 (Bankr. D. Del. 2016). Consistent with the broad scope of Rule 2004, the target of Rule 2004 discovery is not limited to the debtor itself. *See In re Recoton Corp.*, 307 B.R. 751, 755 (Bankr. S.D.N.Y. 2004) ("The scope of [a] Rule 2004 examination is very broad, broader even than discovery under the Federal Rules of Civil Procedure. Any third party who has a relationship with a debtor may be subject to a Rule 2004 investigation.") (quotations and citations omitted); *see also In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 432 (S.D.N.Y. 1993) ("Because the purpose of the Rule 2004 investigation is to aid in the discovery of assets, any third party who can be shown to have a relationship with the debtor can be made subject to a Rule 2004 investigation."), *aff'd*, 17 F.3d 600 (2d Cir. 1994). Accordingly, bankruptcy courts routinely require third parties to produce documentary and testimonial discovery pursuant to Rule 2004. *See, e.g.*, *Millennium*, 562 B.R. at 628. In *Millennium*, the court granted a Rule 2004 examination of third parties to determine "the scope of viable claims that may exist on behalf of the Plan trusts against potential third parties that may be culpable for causing such harm to the Debtors." *Id*. at 627.

36. Here, the requested relief is well within the scope of Rule 2004 because it would authorize the Committee to serve a subpoena seeking documents relating to whether the Debtors may have viable claims against LG for the harm the Debtors suffered as a result of defective LG Cells. After months of experts investigating the cause of the battery fires, the Debtors determined

that there is a 100% correlation between the battery fires and LG Cells. Investigating whether the Debtors may pursue claims against LG for the defective LG Cells plainly falls within the scope of Rule 2004.

37. As part of that investigation, the Committee is seeking information relevant to whether the release granted to LG as part of the Termination Agreement may be subject to rejection, avoidance as a fraudulent transfer, or rescission. In connection with that analysis, the Committee is seeking documents relevant to the negotiation, motivation, and consideration given and received in connection with the Termination Agreement, as well as the extent to which LG may have known or suspected that the LG Cells supplied to Nikola were defective at the time of the Termination Agreement. Indeed, public reports suggest that LG was aware of issues with its battery cells causing fires in other electric vehicles.

38. For instance, in February 2021, The Ministry of Land, Infrastructure and Transport of South Korea cited defects in LG batteries as the possible cause of fires in Hyundai's Kona electric vehicles.[19] The state-run Korea Automobile Testing & Research Institute had found that the fires were caused by defects in high-voltage lithium-ion battery cells and had examined batteries produced by LG in Nanjing, China.[20]

39. In addition, around August 28, 2021, reports came out that GM and Hyundai had separately identified lithium-ion battery cells supplied by LG as the cause of battery fires in their electric vehicles.[21] GM was forced to recall every one of its Chevrolet Bolt electric cars since

[19] *See Transport Ministry Cites Defects in Batteries from LG Energy Solution as Possible Cause of Kona Fires*, BusinessKorea, (https://www.businesskorea.co.kr/news/articleView.html?idxno=61096).
[20] *See id.*
[21] *See Hyundai, GM EV Battery Fires Linked to Cells Manufactured at LG Plants*, Gadgets360 (https://www.gadgets360.com/transportation/news/hyundai-gm-electric-vehicle-ev-battery-fire-cells-lg-chem-asia-plant-manufacturing-defect-us-safety-regulator-2521960).

production began in 2016.[22] In October 2021, LG and GM reached an agreement pursuant to which LG would reimburse GM up to $1.9 billion to recall and fix the Bolt vehicles.[23]

40. In light of LG's history of causing battery fires, the Committee seeks documents from LG to, *inter alia*, determine whether LG knew or suspected that the LG Cells it supplied to Nikola were the cause of the Nikola BEV fire that occurred shortly before the Termination Agreement was signed, but failed to disclose that information to Nikola.

B. Service of the Subpoena by Email is Appropriate

41. Federal Rule of Civil Procedure 45 ("Rule 45"), which applies in these Chapter 11 Cases pursuant to Bankruptcy Rule 9016, governs service of a subpoena. *See* Fed. R. Bankr. P. 2016 (incorporating Rule 45). Rule 45(b)(1) requires serving a subpoena by "delivering a copy to the named person . . . ." Fed. R. Civ. P. 45(b)(1). Noting that Rule 45(b)(1) requires "delivery" and not "personal service," courts have authorized alternative or substitute service under Rule 45(b)(1), including by delivering a copy of the subpoena to the target's attorney. *See In re Procom Am., LLC*, 638 B.R. 634, 644-46 (Bankr. M.D. Fla. 2022) (explaining that the Hague Convention procedures are not the "exclusive means for obtaining discovery abroad" and authorizing substitute service of subpoena on target's attorney); *In re Combs*, 668 B.R. 896, 904 (Bankr. M.D. Fla. 2025) (finding substitute service of subpoena on target's husband was effective); *In re Viacao Itapemirim, S.A.*, 608 B.R. 268, 274 (Bankr. S.D. Fla. 2019) (finding substitute service of subpoena on target's housekeeper was effective); *In re Irish Bank Resol. Corp. Ltd. (in Special Liquidation)*, 559 B.R. 627, 639 (Bankr. D. Del. 2016) (noting that courts have recognized email as an effective method of providing notice under appropriate circumstances). In doing so, courts analyze whether

[22] *See LG to pay up to $1.9 billion to General Motors over Bolt EV battery fires*, CNBC (https://www.cnbc.com/2021/10/12/lg-chem-to-pay-up-to-1point9-billion-to-gm-over-bolt-ev-battery-fires.html).
[23] *See id.*

service on the target's counsel is "calculated to provide timely actual notice." *Medical Diagnostic Imaging PLLC v. CareCore Nat. LLC*, 2008 WL 3833238, at *2 (S.D.N.Y. Aug. 15, 2008).

42. For example, in *Procom*, the bankruptcy court allowed the chapter 7 trustee to serve a subpoena on the debtor's principal, a Hungarian citizen, by emailing the subpoena to the principal's domestic counsel. 638 B.R. at 644. The court explained that the principal's counsel, "a highly respected bankruptcy lawyer," was representing the principal, the court had no reason to doubt there was adequate communication between the attorney and client, and thus, it was "virtually guaranteed" that the counsel would provide the subpoena to the principal. *Id.*

43. To the extent that LG argues that the Committee is required to serve the subpoena in the manner provided by Federal Rule of Civil Procedure 4(f) ("Rule 4(f)"), LG is mistaken. Rule 4(f)(3) expressly permits a court to order service "by other means not prohibited by international agreement." Fed. R. Civ. P. 4(f)(3). "Pursuant to Rule 4(f)(3), the Court may order that service be made by any means not prohibited by international agreement, as long as the chosen means satisfies the due process requirement of being 'reasonably calculated' to apprise the parties of interest of the action." *Ocimum Biosolutions (India) Limited, et al., v. LG Chemical Ltd., et al.*, Case No. 19-2227, 2021 WL 2403134, at *2 (D. Del. Jun. 11, 2021) (citing *Divx LLC v. LG Elecs. Inc.*, C.A. No. 20-1202-CFC-JLH, 2021 WL 411708, at *2 (D. Del. Feb. 5, 2021) (citing *In re Heckmann Corp. Sec. Litig.*, No. 10-378-LPS-MPT, 2011 WL 5855333, at *3 (D. Del. Nov. 22, 2011) and *Asia Cube Energy Holdings, Ltd. v. Inno Energy Tech Co.*, 20-CV-6203 (AJN), 2020 WL 4884002, at *1 (S.D.N.Y. Aug. 17, 2020)); *see also Rosenthal v. Christiana Bank & Trust Co.*, 2012 WL 4442793, at *1 (D. Del. Sept. 24, 2012) ("service of process via email has been authorized by federal courts, pursuant to Fed. R. Civ. P. 4(f), when the circumstances indicate that traditional methods are inadequate and that service via email would comport with Due Process").

As the court explained in *Ocimum*, the "Hague Convention neither addresses nor prohibits service via e-mail and the Court is unaware of any international agreement that prohibits service of process on a Korean corporation via e-mail to its U.S. counsel." *Ocimum* at *2. Thus, the court concluded that service by email on the defendant's counsel was "reasonably calculated" to inform the defendants about the action. *Id.* (citations omitted).

44. Here, service by emailing LG's counsel at Latham, which has confirmed that it represents LG including in connection with responding to the Subpoena, is reasonably calculated to give LG actual notice of the Subpoena and is allowable under Bankruptcy Rule 9016 and Rule 45. Latham is in active communication with LG, and it is "virtually guaranteed" that Latham, "a highly respected" firm, will provide the Subpoena to LG. *See Procom*, 638 B.R. at 644. Indeed, Latham has already provided the draft Subpoena to LG and communicated the Committee's position to LG and LG's responses to counsel for the Committee. There can be no dispute that if the Subpoena is emailed to Latham, LG will actually receive Subpoena. Thus, the proposed means of service is reasonably calculated to give notice to LG.

45. Moreover, LG is a multi-billion-dollar, sophisticated company that does a tremendous amount of business in the United States. In the Sales Contract, LG agreed to provide the LG Cells to Nikola in the United States, thus giving rise to the potential claims. In that same Sales Contract, LG agreed to resolve disputes in an arbitration to take place in California in the English language. Further, in the Supplemental Agreement, LG agreed to "build an additional assembly line at its manufacturing facility in the United States of America to meet the anticipated increase in orders."[24] Clearly, LG was doing business in the United States with the Debtors.

[24] *See* **Exhibit C**.

46. Moreover, just this year, LG has engaged in numerous business deals in the United States. On January 8, 2025, Aptera, an American solar electric car company, announced that it had signed a memorandum of understanding with LG in Las Vegas pursuant to which LG would be the exclusive supplier of advanced battery cells for Aptera's vehicles.[25] On April 1, 2025, LG announced that one of its United States subsidiaries will acquire the assets held by LG's Michigan electric vehicle battery venture with General Motors.[26] On May 27, 2025, The Korea Economic Daily published an article stating that LG plans to install lithium iron phosphate battery production lines at its plants in Tennessee and Ohio.[27] On June 1, 2025, LG announced that it has begun mass production of lithium iron phosphate batteries for energy storage systems at its manufacturing plant in Michigan.[28] On June 19, 2025, it was announced that LG reached an agreement with Toyota Tsusho Corporation to establish Green Metals Battery Invocations, LLC – a company that will engage in the reclamation of automotive battery scrap materials in North Carolina.[29]

47. And LG has availed itself of United States courts. On February 27, 2024, LG filed a complaint in the Superior Court of the County of Los Angeles asserting claims for fraud, unfair competition under state law, and breach of contract. *See LG Energy Solution, Ltd., a South Korean corporation v. IT Asset Partners, Inc., et al.*, Case No. 24STCV04837, (Cal. Sup. Ct. Feb. 27, 2024). On September 26, 2019, LG's predecessor, LG Chem, Ltd., filed a complaint in the United

[25] *Aptera Partners with LG Energy Solution to Power Solar Electric Vehicles with Advanced Battery Technology*, Aptera, https://aptera.us/aptera-partners-with-lg-energy-solution/ (Jan. 9, 2025).
[26] *LG Energy Solution unit to pay $2 bln for Michigan battery venture with GM*, Reuters, https://www.reuters.com/business/lg-energy-solution-jv-with-gm-sells-2-billion-assets-us-subsidiary-2025-04-01/ (Apr. 1, 2025).
[27] *LG Energy, Samsung SDI to build 1st US LFP battery plants with GM*, The Korea Economic Daily https://www.kedglobal.com/batteries/newsView/ked202505270006 (May 27, 2025).
[28] *LG Energy begins mass production of batteries at US plant*, ET Auto, https://auto.economictimes.indiatimes.com/news/auto-components/lg-energy-begins-mass-production-of-batteries-at-us-plant/121546407 (Jun. 1, 2025).
[29] *Toyota Tsusho and LG Energy Solution Agree to Establish Automotive Battery Reclamation Joint Venture in North America, Toyota Tsusho Corporation*, https://www.toyota-tsusho.com/english/press/detail/250619_006626.html (June 19, 2025).

States District Court for Delaware asserting claims for patent infringement. *See LG Chem, Ltd., et. al v. SK Innovation Co., Ltd. et. al*, Case No. 19-cv-01805 (D. Del. Sept. 26, 2019).[30] LG is plainly very comfortable with United States laws and regulations, and there is no basis to require that the Committee go through the Hague Convention procedures to serve LG. LG has engaged U.S.-based counsel at Latham to represent it in connection with the draft Subpoena, and it is thus appropriate and reasonable to authorize service of that counsel with the Subpoena.[31]

48. For each of the reasons stated herein, the Court should grant this Motion.

NOTICE

49. Notice of this Motion shall be provided to (a) the U.S. Trustee, (b) counsel for the Debtors, (c) Latham, and (d) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Committee submits that, in light of the nature of the relief requested, no other or further notice need be given.

CERTIFICATION PURSUANT TO LOCAL RULE 2004-1

50. Pursuant to Local Rule 2004-1(a), the Committee's undersigned counsel certifies that the Committee's counsel has met and conferred with counsel for LG regarding the requested production of documents and the timing of such production, as described in this Motion, but was unsuccessful.

[30] The complaint was initially filed by LG Chem, Ltd., but on January 6, 2021, the court granted a motion to substitute LG as the plaintiff in place of LG Chem, Ltd., after LG Chem, Ltd. spun off its electric battery unit to form its wholly-owned subsidiary LG. *See* Docket No. 12.

[31] LG's predecessor has voluntarily agreed to accept service through its counsel in previous cases. *See Anthony Scott Rhulen v. LG Chem America, Inc. et al.*, Case No. 16-06924 (D. N.J. 2016) at Docket No. 5 (LG Chem, Ltd. stipulating that it "will agree to accept service through its attorneys" and "Plaintiff will not be required to serve LG Chem, Ltd., under the terms of The Hague Convention"); *Michael Holness and Janee Holness v. LG Chem Ltd., et al.*, Case No. 17-07726 (S.D.N.Y. 2017) at Docket No. 8 (LG Chem, Ltd., stipulating that it "will agree to accept service through its attorneys and relieve Plaintiffs of the duty to serve under the terms of The Hague Convention"); *see also Ocimum Biosolutions (India) Limited v. LG Corp, et al.*, Case No. 19-2227 (D. Del. 2019) at Docket No. 10 (waiver of the Service of Summons executed by counsel for LG Chem Ltd. agreeing to waive service of the summons and complaint).

CONCLUSION

22. For these reasons, the Committee asks that the Court grant the Motion and enter the Proposed Order attached hereto as **Exhibit A** and grant the Committee such further relief as is just and appropriate.

Dated: August 6, 2025
Wilmington, Delaware

MORRIS JAMES LLP

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Counsel to the Official Committee of Unsecured Creditors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Nikola Corp., *et al.*,[1]	Case No. 25-10258 (TMH)
Debtors.	(Jointly Administered)
	Objection Deadline: August 13, 2025, at 4:00 p.m. (ET) **Hearing Date: August 21, 2025, at 11:00 a.m. (ET)**

NOTICE OF MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER PURSUANT TO BANKRUPTCY RULES 2004 AND 9016 AUTHORIZING THE ISSUANCE OF A SUBPOENA TO LG ENERGY SOLUTION, LTD. FOR THE PRODUCTION OF DOCUMENTS

PLEASE TAKE NOTICE that on August 6, 2025, the Official Committee of Unsecured Creditors (the "Committee") of Nikola Corporation, *et al*., filed with the United States Bankruptcy Court for the District of Delaware (the "Court") the *Motion of the Official Committee of Unsecured Creditors for an Order Pursuant to Bankruptcy Rules 2004 and 9016 Authorizing the Issuance of a Subpoena to LG Energy Solution, Ltd. for the Production of Documents* (the "Motion").

PLEASE TAKE FURTHER NOTICE that, objections, if any, to the Motion or the relief requested therein must be filed with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **August 13, 2025 at 4:00 p.m. (ET).** At the same time, you must serve a copy of the objection so as to be received on or before the Objection Deadline upon the undersigned counsel to the Committee.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON **AUGUST 21, 2025 AT 11:00 A.M. (ET)** BEFORE THE HONORABLE THOMAS M. HORAN, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), together with the last four digits of each Debtor's federal tax identification number, are: Nikola Corporation (registered to do business in California as Nikola Truck Manufacturing Corporation) (1153); Nikola Properties, LLC (3648); Nikola Subsidiary Corporation (1876); Nikola Motor Company LLC (0139); Nikola Energy Company LLC (0706); Nikola Powersports LLC (6771); Free Form Factory Inc. (2510); Nikola H2 2081 W Placentia Lane LLC (N/A); 4141 E Broadway Road LLC (N/A); and Nikola Desert Logistics LLC (N/A). The Debtors' mailing address is PO Box 27028, Tempe, AZ 85285.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS OR RESPONSES TO THE MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR HEARING.

Dated: August 6, 2025
Wilmington, Delaware

MORRIS JAMES LLP

/s/ Brya M. Keilson
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-and-

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Counsel to the Official Committee of Unsecured Creditors

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Nikola Corp., *et al.*,[1]	Case No. 25-10258 (TMH)
Debtors.	(Jointly Administered)
	Docket Ref No. ___

ORDER GRANTING MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER PURSUANT TO BANKRUPTCY RULES 2004 AND 9016 AUTHORIZING THE ISSUANCE OF A SUBPOENA TO LG ENERGY SOLUTION, LTD. FOR THE PRODUCTION OF DOCUMENTS

Upon consideration of the *Motion of the Official Committee of Unsecured Creditors for an Order Pursuant to Bankruptcy Rules 2004 and 9016 Authorizing the Issuance of a Subpoena to LG Energy Solution, Ltd. for the Production of Documents* (the "Motion")[2] filed by the Committee; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding; and this Court having found that notice of the motion was adequate and no further notice need be given; and the Court having determined that the relief requested in the Motion is appropriate; and good cause appearing therefor,

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), together with the last four digits of each Debtor's federal tax identification number, are: Nikola Corporation (registered to do business in California as Nikola Truck Manufacturing Corporation) (1153); Nikola Properties, LLC (3648); Nikola Subsidiary Corporation (1876); Nikola Motor Company LLC (0139); Nikola Energy Company LLC (0706); Nikola Powersports LLC (6771); Free Form Factory Inc. (2510); Nikola H2 2081 W Placentia Lane LLC (N/A); 4141 E Broadway Road LLC (N/A); and Nikola Desert Logistics LLC (N/A). The Debtors' mailing address is PO Box 27028, Tempe, AZ 85285.
[2] Capitalized terms used but not defined here in have the meaning given in the Motion.

IT IS HEREBY ORDERED that:

1. The Motion is granted to the extent set forth herein.

2. The Committee is authorized to issue the Subpoena, substantially in the form attached as **Exhibit 1**, to, and conduct a Rule 2004 examination of, LG Energy Solution, Ltd. ("LG").

3. The Committee may serve the Subpoena by emailing copies to LG's counsel at Latham & Watkins, LLP representing LG in connection with the Subpoena at the following addresses: Richard.Frohlichstein@lw.com; Mark.Mester@lw.com; Jason.Burt@lw.com; Kim.Posin@lw.com; and Brian.Rosen@lw.com.

4. This Order is without prejudice to the rights of the Committee or other parties in interest to seek further discovery, including, but not limited to additional documents and communications.

5. This Order shall become effective immediately upon its entry notwithstanding anything in the Federal Rules of Bankruptcy Procedure or otherwise.

6. This Court shall retain jurisdiction over any matter related to the Motion and this Order.

EXHIBIT 1

Subpoena

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

District of Delaware

In re Nikola Corp., et al.,
Debtors.

Case No. 25-10258 (TMH)

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: LG Energy Solution, Ltd
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☑ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See Exhibit A attached hereto.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: CLERK OF COURT OR

Attorney's signature

_____
Signature of Clerk or Deputy Clerk

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors, who issues or requests this subpoena, is: Eric J. Monzo, Esq., of Morris James LLP, 500 Delaware Ave., Suite 1500, Wilmington, Delaware 19081. Tel: (302) 888-6800, email: emonzo@morrisjames.com.

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. "Battery Cells" means any type of battery cells that You sold to Nikola, or any type of battery cell that is similar to battery cells You sold to Nikola, including, but not limited to, cylindrical lithium-ion battery cells/packs.

2. "Communication" means every manner of transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

3. "Document" is used in its broadest sense and means any writing of any kind, and includes, but is not limited to: agreements and contracts; drafts; Communications; analyses and financial analyses; financial statements; correspondence; emails; text messages; SMS messages; instant messages (including Communications sent via Skype, Slack, Teams, WebEx, Instant Bloomberg, or similar programs or applications); notes; social media posts; facsimiles; memoranda; records; books; summaries of records or notes of conversations or interviews; diaries; calendars; forecasts; statistical statements; accountants' work papers; graphs; charts; diagrams; tables; indices; pictures; recordings; tapes; accounts; agendas; resolutions; minutes or records of meetings or conferences; reports and/or summaries of investigations; opinions or reports of consultants; appraisals; reports and/or summaries of negotiations; brochures; pamphlets; circulars; trade letters; press releases; projections; working papers; income tax returns; checks; computer printouts and computer disks and tapes; or any other written, recorded, transcribed, taped, filmed, or graphic matters, however produced or reproduced. The term Document also includes all diskettes, thumb drives, USB storage devices, flash drives, memory cards or similar media created or used by any of Your employees, directors, officers, agents, or partners that may have been maintained independently or separately from Your electronic data systems.

4. "Nikola" means Nikola Corporation and any predecessors, successors, former or current directors, officers, members, agents, employees, advisors, consultants, representatives, managing agents, accountants, attorneys, investigators or affiliates, and any agents, employees or representatives thereof, or any other Person acting at their direction or behalf.

5. "Nikola Paid-Up Amount" has the meaning given to that term in the Termination Agreement.

6. "Nikola Thermal Events" means any event, or instance, where a vehicle owned or manufactured by Nikola experienced any type of thermal event, including, but not limited to, the vehicle catching on fire, combusting, or overheating, and the vehicle contained a battery cell, part, or component sold by You to Nikola, including, but not limited to the battery fires that Nikola informed You about in letters dated June 10, 2024, June 11, 2024, June 18, 2024, June 25, 2024, June 30, 2023, July 10, 2024, July 15, 2024, July 22, 2024, August 3, 2024, August 14, 2024, August 27, 2024, September 9, 2024, and October 14, 2024.

7. "Person" means any natural or artificial person, including business entities and other legal entities.

8. "Relating to" means directly or indirectly supporting, evidencing, constituting, reflecting, describing, discussing, mentioning, referring to, contradicting, comprising, or concerning.

9. "Romeo Sales Contract" means the Sales Contract dated August 28, 2017, between You and Romeo Power, Inc., as amended and supplemented.

10. "Romeo Termination Agreement" means the Romeo Termination and Release Agreement dated July 13, 2023, between You and SG Service Co., LLC.

11. "Sales Contract" means the Sales Contract dated September 15, 2021, between You and Nikola Corporation, as amended and supplemented.

12. "Termination Agreement" means the Termination and Release Agreement dated July 13, 2023, between You and Nikola Corporation.

13. "US localization project" has the same meaning as that term is used in the Termination Agreement.

14. "You" or "Your" means LG Energy Solution, Ltd., and any predecessors, successors, former or current directors, officers, members, agents, employees, advisors, consultants, representatives, managing agents, accountants, attorneys, investigators or affiliates, and any agents, employees or representatives thereof, or any other Person acting at their direction or behalf.

INSTRUCTIONS

1. Reference to the singular in any of these Requests also includes a reference to the plural, and vice versa.

2. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the Requests inclusive rather than exclusive.

3. "Any" and "all" shall be construed inclusively to mean any and all.

4. "Including" shall not be deemed to be a term of limitation, and shall be deemed to be followed by the words "without limitation."

5. All information requested is to be produced if it is in the possession, custody, or control, or is available or accessible to You or any of Your agents, advisors, consultants, counsel, investigators, representatives, or any other Person or Persons acting for You or on Your behalf.

6. The duty to produce Documents shall not be limited or affected by the fact that the same Document is available through another source.

7. If You assert any form of objection or privilege as a ground for not producing Documents in response to a Request or any part of a Request, set forth the legal grounds and facts upon which Your objection or assertion of privilege is based. If Your objection relates to only part of a Document, You should produce the remainder of the Document in full.

8. With respect to any Document that You withhold on a claim of attorney-client privilege, the doctrine of work product immunity or any other statutory or common law privilege, provide a statement, signed by an attorney representing You, setting forth as to each such document:

a. the name(s) of the sender(s) of the document;

b. the name(s) of the author(s) of the document;

c. the name(s) of the person(s) to whom copies were sent;

d. the job title of every person named in (a), (b) and (c) above;

e. the date of the document;

f. the date on which the document was received;

g. a brief description of the nature and subject matter of the document; and

h. the statute, rule or decision which is claimed to give rise to the privilege or immunity.

9. All such Documents shall be numbered, held separately, and retained intact pending a ruling by the Court on the validity of the claimed privilege.

10. These Requests are continuing in nature and when new responsive Documents come into Your possession, custody, or control, they must be promptly produced.

DOCUMENTS TO BE PRODUCED

1. All Documents and Communications relating to any Nikola Thermal Events, including, but not limited to, any Documents and Communications relating to investigations You conducted relating to Nikola Thermal Events and reports of such investigations.

2. All Documents and Communications relating to the Sales Contract.

3. All Documents and Communications relating to the Romeo Sales Contract.

4. All Documents and Communications relating to the Romeo Termination Agreement.

5. All Documents and Communications relating to any reports or incidents involving a Battery Cell manufactured by You combusting, catching on fire, overheating, or otherwise being defective, including, but not limited to, any demands for damages or reimbursement, litigation, arbitration, or mediation relating to such incidents.

6. All Documents and Communications relating to any actual or threatened complaints, lawsuits, arbitration demands, or other written demands for compensation or other forms of relief in the last 5 years in connection with any Battery Cells manufactured by You.

7. All Documents and Communications relating to any recalls in the last 5 years of any Battery Cell manufactured by You.

8. All Documents and Communications in last 5 years with any governmental body relating to Battery Cells manufactured by You.

9. All quality inspection reports, safety inspection reports, or similar reports, relating to Battery Cells manufactured by You in the last 5 years.

10. All Documents and Communications relating to any reported fires, thermal events, or other failures involving Battery Cells manufactured by You in the last 5 years.

11. All Documents and Communications relating to any warranty claims made by Your customers involving Battery Cells manufactured by You in the last 5 years.

12. All Documents and Communications relating to the Termination Agreement, including, but not limited to, all Documents and Communications relating to the negotiation of the Termination Agreement, Your decision-making process in deciding to enter into the Termination Agreement, Your retention of the Nikola Paid-Up Amount, any consideration, benefit or value received by You as a result of the Termination Agreement, or any consideration, benefit or value received by Nikola as a result of the Termination Agreement.

13. All Documents and Communications relating to Nikola's participation in the US localization project, including, but not limited to, the status of the project and whether You intended to complete the project.

EXHIBIT B

Original Sales Contract

SALES CONTRACT

"Seller":
LG Energy Solution, Ltd.
108, Yeoui-daero, Yeongdeungpo-gu
Seoul, 07335, Republic of Korea

"Buyer":
Nikola Corporation
4141 E. Broadway Rd.
Phoenix, AZ 85040

For the avoidance of doubt, each affiliate of Buyer shall have the rights and obligations as a Buyer hereunder.

1.	**Effective Period:**	This Sales Contract (this "**Contract**") shall be effective for one (1) year from September 15, 2021 and shall be automatically extended for a successive one (1)-year period thereafter, unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term.
2.	**Products:**	Cylindrical lithium-ion battery cells/packs (the "**Products**")
3.	**Quantity:**	The quantity of the Products to be supplied by Seller and purchased by Buyer shall be set forth in the purchase orders issued by Buyer and accepted by Seller (such accepted purchase order "Purchase Order").
4.	**Purchase Orders:**	Buyer shall submit a Purchase Order for the Products, which may, among other things, specify items such as the quantity of Products ordered, price, method of shipment, place of delivery, and delivery date. Each Purchase Order shall be deemed as accepted by Seller if Seller fails to expressly refuse the Purchase Order within (5) business days after the receipt.
5.	**Inspection:**	Within sixty (60) days from the receipt of the Products, Buyer shall inspect the quantity and quality of the Products and, if there is any issue regarding the quantity or quality of the Products, Buyer shall give a written notice to Seller within such inspection period. Any notice of claim(s) raised by Buyer to Seller after such inspection period shall be ineffective and void.
6.	**Price:**	The price for the Products shall be agreed upon by the parties, provided always that the price is subject to adjustments in accordance with metal price fluctuations and changes in raw material pricing.
7.	**Delivery Terms:**	The Products shall be delivered under shipping terms indicated on the applicable Purchase Order. Title and all risk of loss or damage to each shipment of the Products shall pass from Seller to Buyer pursuant to such shipping terms.
8.	**Payment:**	Buyer shall pay Seller the invoices for the Products based on the payment terms and within the deadline as provided in an applicable Purchase Order.
9.	**Warranty:**	(1) The warranty period for the Products shall be one (1) year from the date of manufacture.

	(2)	Unless the parties agree otherwise, remedy of any defective or non-conforming Products due to fault attributable to Seller shall be limited to replacement with similar items. If neither party is unable to identify the cause of the defect, the parties shall select a single neutral authorized inspection agency to investigate the cause and identify the party liable for the defect.
	(3)	Seller warrants that the Products will conform to the product specification (the "**Product Specification**") as provided by Seller and attached hereto as **Exhibit 1 (Product Specification)**. EXCEPT FOR THE WARRANTY OF MERCHANTABILITY AND AS EXPRESSLY SET FORTH IN THE PRODUCT SPECIFICATION DURING THE WARRANTY PERIOD, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), CONCERNING THE PRODUCTS, AND NONE SHALL BE IMPLIED BY LAW.
10. Special Responsibilities of Buyer:	(1)	Buyer shall read, understand, and comply with all the conditions set forth in this Contract and the Product Specification provided by Seller.
	(2)	Buyer shall not make any use of the Products without obtaining and fully understanding the Product Specification.
	(3)	Buyer shall store and use Products in accordance with the Product Specifications, instructions, manuals, precautions, and other related documents provided by Seller to Buyer (collectively, "Safety Documents").
	(4)	In the event Buyer uses the Product to produce semi-finished goods or finished goods, Buyer shall comply with the Safety Documents. Buyer shall provide purchasers of such goods with the Safety Documents or a summary thereof unless otherwise waived by Seller. Such summary shall be submitted to Seller before it is provided to the purchasers of such goods.
	(5)	Buyer fully understands and agrees that the Products must be sold to and handled by system pack manufacturers. The Products can be used solely for the application(s) set forth in the Product Specification, and no other application is permitted for use without obtaining the express prior written consent/confirmation as well as the most current Product Specification from Seller.
	(6)	Buyer shall provide (a) the most recent Product Specification; and (b) the terms of this Special Responsibilities of Buyer under this Contract to its customers, have them acknowledge the contents

	and require that Buyer's customers be bound by the terms and conditions set forth therein. (7) In the event Seller or a third party incurs damages as a result of Buyer's breach of the Product Specification or any other obligations stated in this Contract, Buyer shall cure such breach in accordance with Seller's instructions, which may include, without limitation, withdrawal of all the Products or products of Buyer which incorporate the Products, and Buyer shall compensate Seller and/or third party for all damages.
11. Prohibited Sales of Buyer:	Buyer shall adhere to the following guidelines in handling the Products (to the extent applicable): (1) Buyer may not provide the Products to any third party including but not limited to individual purchasers, battery pack manufacturers, system integrators, etc. unless specified on Exhibit 4 ("Permitted List of Purchasers"), which may be amended between the parties. (2) Buyer shall not modify or cause any third party that Buyer transacts with in connection with the Products to modify the Products in any way, including, without limitation, rewrapping exterior wrapper of the Products without prior written consent of Seller. (3) Buyer shall not, to any third party, distribute, sell, provide or trade the Products by means of individual marketing, including, without limitation, e-commerce, internet shopping malls, online markets, or offline stores; (4) Buyer shall not use or sell the Products for use in connection with any electronic cigarette devices, portable electric fans, portable lanterns, or any portable consumer-targeted products that incorporate the Products in easily removable and rechargeable form; (5) If Buyer wishes to use the Products to manufacture another product or in connection with any equipment that is not the intended use of the Products, Buyer must obtain Seller's prior written consent for such use, and if Seller consents to the use of the Products in connection with such equipment, Seller shall furnish Buyer with updated safety documentation, including product specification. Buyer shall store and use the Products in accordance with the updated Safety Documents; (6) In the event the Products are used with chargers or other devices, the Products shall be equipped with protective circuitries

		(including, without limitation, protective circuitries for overcharge voltage, overdischarge voltage, overcharge current, overdischarge current, short circuit, and high temperature) and warning systems for high temperature, high voltage, and high current at all times; and
	(7)	For more details regarding the handling of the Products, this Contract hereby incorporates the following link to https://www.lgensol.com/safe as of the date hereof as Exhibit 3 ("Handling Guidelines"), the contents of which are hereby accepted and acknowledged by Buyer. Seller shall notify Buyer of any significant changes to the Handling Guidelines.
12. Limitation of Liability:	(1)	EXCEPT IN THE CASE OF BUYER'S VIOLATION OF OBLIGATIONS REGARDING THE PRODUCT SPECIFICATION, SPECIAL RESPONSIBILITIES OF BUYER (ARTICLE 10) OR PROHIBITED SALES OF BUYER (ARTICLE 11)(collectively, the "**Material Breach**"), in no event shall either party be liable to the other party for any incidental, indirect, special, consequential or punitive costs, expenses, losses or damages of any kind (including loss of production, loss of profit, loss of business, loss of goodwill or reputation). Buyer's use of the Products beyond the limitations set forth in Exhibit 5 (the "Technical Information") as to maximum charge current shall not constitute Material Breach, provided the maximum charge current does not exceed 1.0C.
	(2)	Except for Buyer's Material Breach, each party's maximum aggregate liability per claim under this Contract shall be limited to (i) the total sales of the Products during the three (3) months prior to the supply of the Products that are the basis of the claim, in case such total sales is greater than 0, and (ii) [25]% of the total annual sales quantity of the Products agreed between the parties for the year of such claim, in case such total sales during the three (3) months in (i) is equal to 0. Buyer acknowledges that the damages for Material Breach, including harm to Seller's brand and goodwill, will be difficult to determine. In the event of a Material Breach, Buyer shall pay Seller ten times of Seller's sales price to Buyer for each identified Product used in the Material Breach. However, if the parties cannot agree on the total volume of Products used in the Material Breach, Buyer agrees to pay Seller $1,000,000 (one million US Dollars) in complete and full satisfaction of all claims against Buyer for such Material Breach. For the avoidance of doubt, the parties agree that a payment of $1,000,000 from a Material Breach by a Buyer shall not exonerate the Buyer from other Material Breaches by the Buyer and further agree that Buyer can be subject to payment of $1,000,000 more than one time in case of multiple and distinct Material Breaches associated with different underlying breaches and contexts. The

parties also agree that these amounts are a reasonable estimate of the damages Seller will incur in the event of a breach of the Product Specification, Article 10, or Article 11 and do not intend for this provision to limit Seller's ability to seek damages or any other available remedies for other breaches.

(3) Further, Seller shall not be liable for the Products in the following events:

(a) The Products that are not produced by Seller;
(b) Damages, losses or claims caused by the fault of Buyer due to reasons such as the storage or use of the Products in violation of the Safety Documents or Articles 10 or 11 of this Sales Contract;
(c) Claims raised in connection with the Products after the expiration of the warranty period under Article 9 (1);
(d) A claim in connection with the Products that is not made in writing or documents or materials that have not been provided in accordance with Article 16 (2);
(e) Defects caused by Buyer's negligence or willful misconduct;
(f) Defects caused by war, rebellion, civil war, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), and other events of force majeure;
(g) Samples provided by Seller to Buyer;
(h) Violation of a law or regulation of a country, state or local government of the place where the Products are in use;
(i) Defects caused or worsened due to inadequate repair by Buyer independently or a third party; or
(j) Other defects not attributable to Seller.

(4) Notwithstanding the foregoing, Seller has the right to terminate immediately this Contract in the event of a Material Breach, which shall be effective immediately. The obligations of Seller and Buyer under this Article 12 shall survive the termination of this Contract.

13. Intellectual Property:

Except as may be otherwise set forth in a separate agreement, the parties acknowledge that each of them is the sole and exclusive owner of and will retain all right, title and interest in and to all Intellectual Property Rights which are owned by it or have been or are created, invented or conceived by or on its behalf both prior to or during the term of this Contract. All rights not expressly granted by either party to the other party hereunder are expressly reserved by the party holding such rights. Without the prior written consent of the other party, neither party shall use the Intellectual Property Rights of the other party.

"**Intellectual Property Rights**" means all intellectual property rights throughout the world, including: copyrights, trade secrets, trademarks, trade names, patents, inventions, designs, logos and trade dress, "moral

	rights," mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights.
14. Audits and Inspections	Seller may, at any time with a (10) days prior written notice, audit Buyer's records and information system, inspect Buyer's facilities and interview Buyer's personnel to verify Buyer's compliance with the Product Specification, Article 10 (Special Responsibilities of Buyer) and/or Article 11 (Prohibited Sales of Buyer) of this Contract.
15. Discontinuation of Products:	In the event of any discontinuation of the Products, Seller shall notify Buyer of such discontinuation at least six (6) months prior to the discontinuation. Buyer shall estimate the volume of the Products expected to be needed after discontinuation, and place a single order for such estimated volume of the Products. Seller may, at its discretion, accept or reject such order. The price and volume of the Products under such order shall be separately agreed upon by the parties. In the event Seller stores the Products ordered by Buyer under this Article 15, the parties shall discuss and reach an agreement as to who shall be responsible for the expenses related to the warehousing fees of the Products.
16. Notification of Defect and Investigation for Cause:	(1) In the event a defect attributable to the fault of Seller is discovered or a quality-related issue is raised by Buyer's customer, Buyer shall immediately provide written notification of such fact to Seller. (2) In the event Buyer desires to raise a claim related to a defect, Buyer shall promptly provide, in writing, the following information with respect to the Products to Seller: (a) Model name; (b) Serial number; (c) Date and time when the defect was first discovered and details of the defect; (d) Date of notification; and (e) Materials and the Products in question that Seller requests for the investigation of the cause of defect or the presence of other defects (including, without limitations, inspection results at the time of delivery, defect rate, details of defect). (3) Seller shall promptly investigate the defect notified by Buyer by using an objective investigation method and inform Buyer of the results of such investigation, following which Seller shall replace or repair such defective Products, if applicable. Buyer may submit to Seller a written objection to the investigation results. (4) In the event Buyer submits a written objection to Seller under Article 15 (3), Seller shall first review the written objection and if Seller agrees to the written objection of Buyer, the claim shall be finalized. Seller may reinvestigate or retest the Products to determine the cause of the defect. Upon Buyer's request, Buyer

shall be permitted to attend or make a statement during the reinvestigation or retesting process.

(5) Notwithstanding Articles 15 (3) and 15 (4), if the cause of defect has not been identified or if the parties fail to agree on the cause of the defect or the results, the parties shall select a single neutral authorized inspection agency to investigate the cause and identify the party liable for the defect.

(6) Once the Products are delivered, Buyer shall perform inspections in accordance with the inspection standard agreed between the parties and attached herein as **Exhibit 2 (Inspection Standard)** and report to Seller the inspection results. Buyer shall perform the inspection and report the results to Seller within sixty (60) days from the date of delivery. In the event the Products fail to pass the inspection due to a defect, Buyer shall raise a claim in accordance with this Article 16. In the event Buyer fails to perform inspections or report the results within sixty (60) days from the date of delivery or fails to raise a claim in accordance with this Article 16, Buyer shall no longer be able to hold Seller liable for the defect.

17. Insurance: At all times during the term of this Contract, Buyer shall, at its own cost, effect and maintain insurance of the following coverage and provisions:

(1) Commercial General Liability Insurance (Insurance Services Office Form CG 00 01) with a combined single limit of liability of not less than $5,000,000 per occurrence and in the aggregate. Such coverage shall include bodily injury and property damage liability, broad form contractual liability, cross liability, products/completed operations, and personal and advertising injury liability.

(2) The insurance policies affording such coverages shall be written on an occurrence basis. In addition, the insurance policies affording such coverages shall be primary and non-contributory with respect to any other applicable insurance that may be maintained by the Seller.

(3) Seller shall be named as an additional insured on such policies affording the required coverages on a primary and non-contributory basis, and Seller's direct insurance policies shall be expressly acknowledged as excess of Buyer's policies.

(4) All policies obtained by Buyer shall be issued by insurers with an A.M Best Rating of A- or higher, and can be part of a blanket policy.

Buyer shall furnish Seller with original certificates and amendatory endorsements or copies of the applicable policy language effecting the required coverages. All certificates and endorsements are to be

	received and approved by Seller before any Product is distributed or sold. However, failure to obtain the required documents before any Product is distributed or sold shall not waive Buyer's obligation to provide them. Seller reserves the right to require complete, certified copies of all required insurance policies at any time. The insurance policy shall provide that coverage shall not be canceled or materially changed, except with notice to Seller. Buyer shall give at least thirty (30) days' prior written notice of cancellation or any material change in coverage.
18. Force Majeure:	Neither party will be liable for delay or failure to fulfill its obligations under this Contract due to the direct result of circumstances beyond that party's reasonable control, including, but not limited to, prohibition of export, act of God, war, strike, labor disputes, provided it promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance. In case any party fails to fulfill its obligation due to force majeure for more than thirty (30) days, the other party may terminate this Contract by giving thirty (30) days' prior written notice.
19. Governing Law and Dispute Resolution:	Any disputes relating to or arising out of this Contract shall be finally resolved by arbitration in the State of California, U.S.A. administered by the Korean Commercial Arbitration Board in accordance with its Arbitration Rules. The language for arbitration will be English. The award from the arbitration shall be final and binding and the prevailing party shall be entitled to recover all its expenses related to such dispute including, but not limited to, reasonable attorney's fees, experts' fees and applicable court and/or arbitration costs. This Contract shall be governed by the laws of the State of California, U.S.A.
20. Order of Precedence:	The terms and conditions set forth in this Contract shall take precedence over the terms and conditions set forth in any Purchase Order or relevant supplemental documents, unless explicitly agreed otherwise.
21. Entire Agreement:	This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof.
22. Miscellaneous:	All exhibits to this Contract are incorporated into and are a part of this Contract.
23. Assignment:	Seller may assign all rights and obligations herein to any of Seller's Affiliate with a prior written notice to Buyer. "Affiliate" in this Contract shall mean the corporation, company, or other entity, which is Controlled by a party hereto, for so long as such Control exists. "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
24. Confidentiality:	The Parties agree that it will treat as confidential and not disclose to any third party, including any government authority, press, media etc., the existence or content of the any agreement, the existence or status of

	the negotiations, or any other confidential or proprietary information transferred between the Parties in the course of the negotiations. In case any government authority, court, other similar entities, or relevant laws or regulation require a Party to disclose this Agreement or any other information relevant to the Supply Agreement or the negotiation, such Party shall not disclose such information without the other Party's prior written consent, which shall not be withheld unreasonably.
25. Amendment:	This Contract including all its exhibits may be amended or modified only by the written agreement of Seller and Buyer.
26. Standard Compliance:	Buyer's battery packs using the Products shall be in compliance with all applicable UL and IEC safety standards ("**Standards**") required by applicable laws and regulations for their production, sales, or other activities. For the avoidance of doubt, breach of any Standards irrelevant, not applicable, or not required by applicable laws and regulations to such production, sales, or other activities of Buyer shall not constitute a breach of Product Specification.

[Signature Page Follows]

LG Energy Solution, Ltd.

Sign:

Name: BUMJAE KIM

Title: The Head of Marketing Department

Nikola Corporation

Sign: DocuSigned by: Kim Brady 2A87576FE72548E...

Name: Kim Brady

Title: Chief Financial Officer

Exhibit 1
Product Specification

Exhibit 2
Inspection Standard

Exhibit 3
Handling Guidelines

Exhibit 4
Permitted List of Purchasers

1. [Romeo Powers, Inc.]

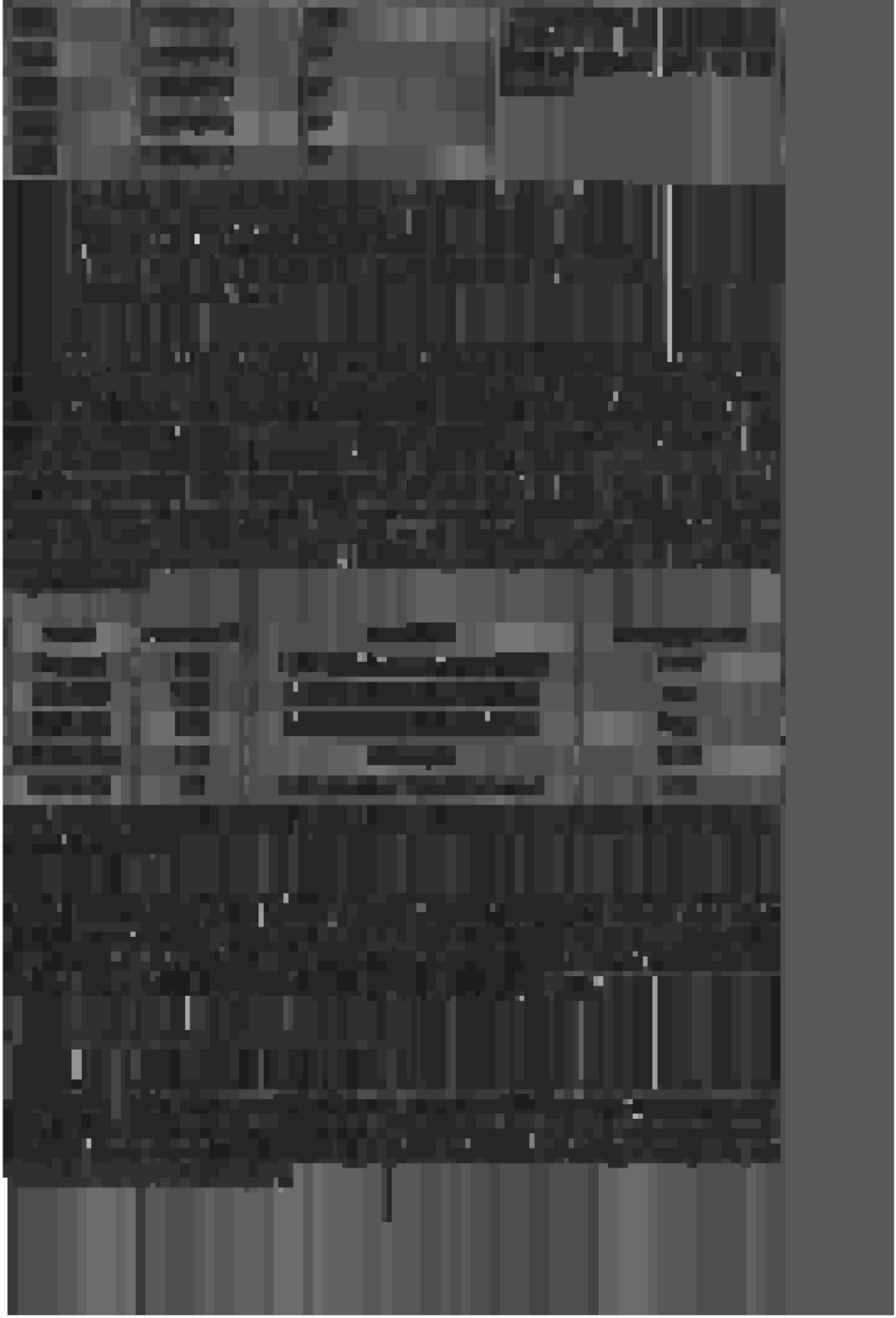
Exhibit 5
Technical Information

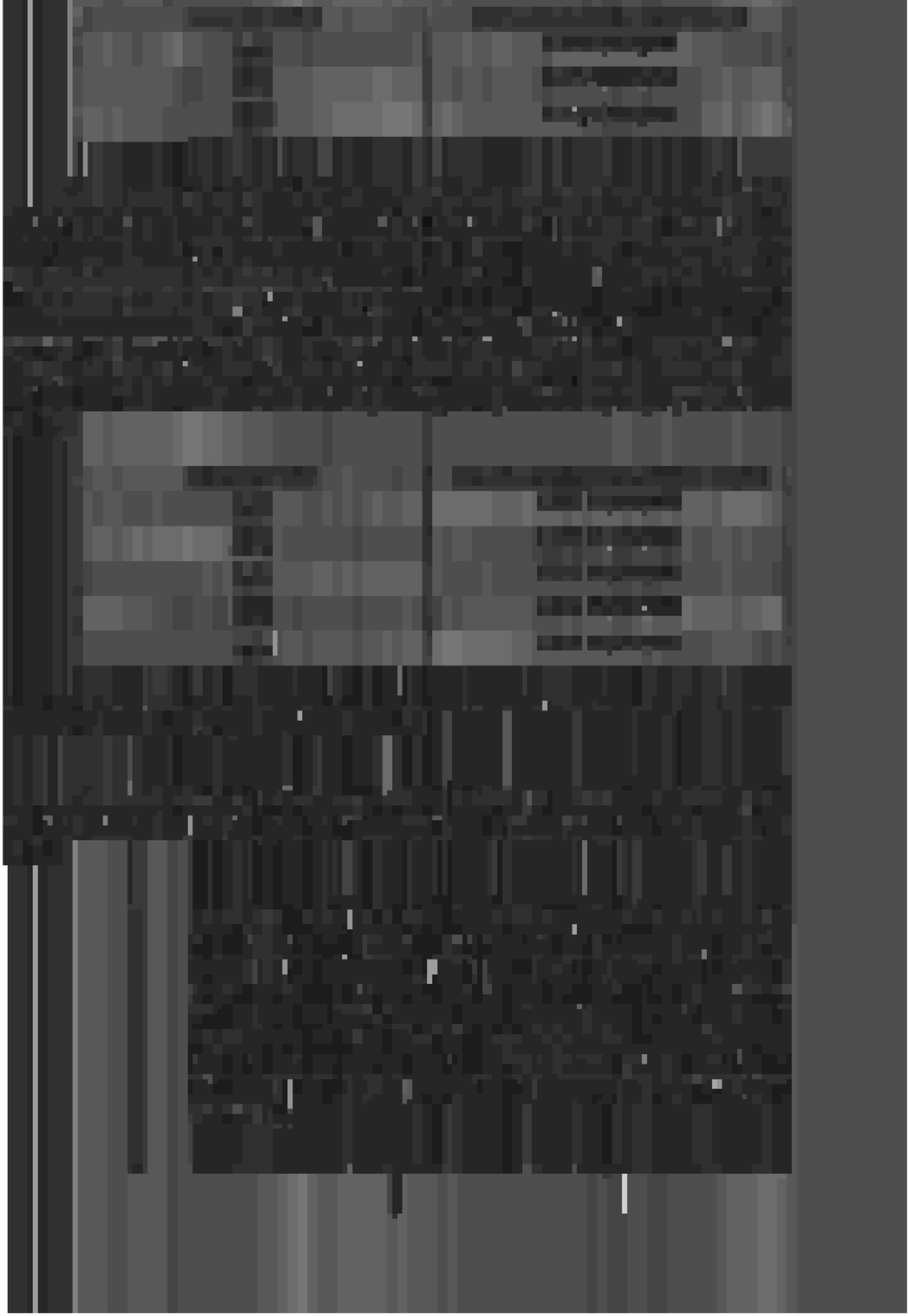
EXHIBIT C

Supplemental Agreement





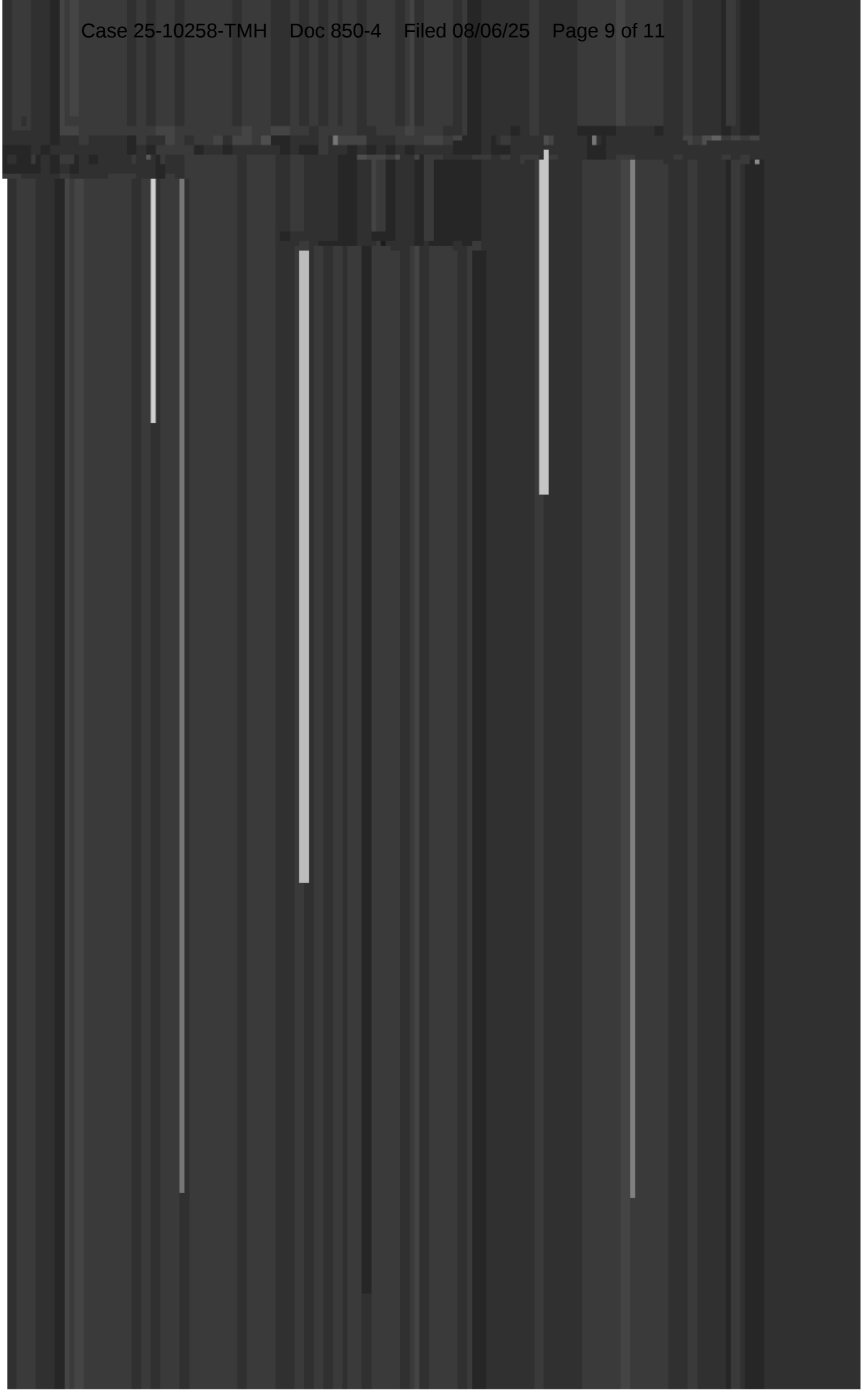


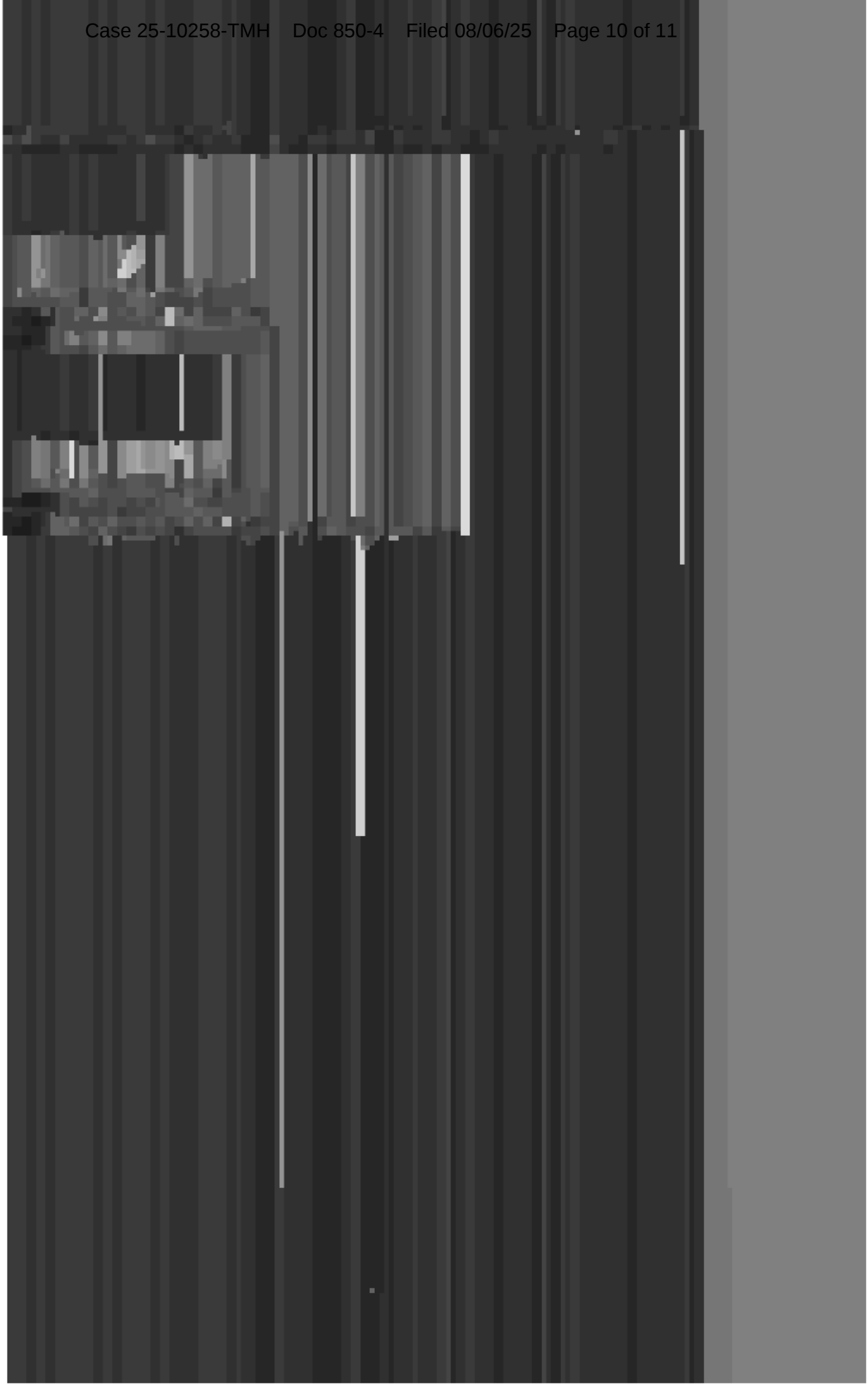












APPENDIX 1. : BANK ACCOUNT INFORMATION

➢ **COMPANY INFORMATION**	
Company Name:	LG Energy Solution, LTD.
Address:	Parc.1 Tower1 108, Yeoui-daero, Yeongdeungpo-gu
	Seoul, 07335, Korea
Business Registration number	[redacted]
➢ **BANK INFORMATION**	
Name on the Account:	LG Energy Solution, LTD.
Swift Code/ABA/Routing No	[redacted]
Account Number	[redacted]
Name of Bank:	WOORI BANK (TWIN TOWER BANKING CENTER)
Bank Address:	East Bldg, LG Twin Towers, 128, Yeoui-daero, Yeongdeungpo-gu
	Seoul, 07336, Korea
Currency	USD

EXHIBIT D

Second Amended Agreement

SECOND AMENDMENT AGREEMENT
TO THE SUPPLEMENTAL AGREEMENT

This Second Amendment Agreement to the Supplemental Agreement ("Second Amendment") made and entered into August 31, 2022 by and between LG Energy Solution, Ltd., ("LGES") and Nikola Corporation ("Company")

WITNESSETH:

WHEREAS, the parties hereto have executed Supplemental Agreement made and entered into October 19, 2021, as amended by the Amendment Agreement made and entered into on December 23, 2021 (together "Original Agreement"); and

WHEREAS, the parties hereto desire to amend some provisions of the Original Agreement in order to perform their business, which are specified in the Original Agreement, successfully.

NOW, THEREFORE, the parties have mutually agreed to amend applicable Articles of the Original Agreement as follows:

1. Article 2 of the Original Agreement shall be deemed deleted and hereby replaced with the following provision as of August 31, 2022:

(a) Upon payment of Milestone Payments in accordance with Section 1, Seller agrees to supply, and Buyer agrees to purchase, the Products in accordance with the prices and in the quantities specified in the following table during the Initial Period and the Base Period.

Cell Model	Year	Unit Price ($/Cell)	Quantity (M Cells)	Other Conditions
2170M50L	2022	2.65 (Ochang) 2.271 (Nanjing)	20	- Current Korea (Ochang), or China (Nanjing) Production - $0.1/Cell pre-deposit required
	2023	2.40 (Ochang) 2.180 (Nanjing)	40	
	2024	2.38 (Ochang) 2.162 (Nanjing)	40	
	2025	2.530 (US)	80.5	- US production - $0.193/Cell will be deducted from the product price on the
	2026	2.508 (US)	87	
	2027	2.486 (US)	87	

	2028	2.465 (US)	87	invoices.
	2029	2.444 (US)	87	

* Unit Price is based on the incoterms, FCA (Korea/China/US)
* Price is based on LG Standard package
* Payment terms will be determined based on K-Sure credit evaluation
* 2022, 2023, 2024 allocation is subject to payment of the Deposit by Buyer as provided in Section 1(c) i.

(b) The Unit Price herein is based on the below raw materials index that includes the price of each metal input (in cost per kilogram) and the amount of each metal input used per cell (the "RMI"). The RMI will be updated on regular basis as metal input prices change and as the amount of each metal input used in each cell changes (as cell designs evolve). The price per cell hereunder (the "Unit Price") will be adjusted quarterly, on January 1, April 1, July 1 and October 1 of each year during the term of this Supply Agreement (each, an "Adjustment Date"). On each Adjustment Date, Seller shall notify the adjusted Unit Price based on the price determined using the average of the RMI over the period (i) commencing on the preceding September 1 and ending on the preceding November 30, for each January Adjustment Date, and (ii) commencing on the preceding December 1 and ending on the preceding February 28 (except for leap year which will be February 29), for each April Adjustment Date, (iii) commencing on the preceding March 1 and ending on the preceding May 31, for each July Adjustment Date, and (iv) commencing on the preceding June 1 and ending on the preceding August 31, for each October Adjustment Date.

Metal	Price Index	Reference	Metal gram/cell
Ni($/kg)	15.0	LME (London Metal Exchange)	13.90
Co($/kg)	34.0	LMB (London Metal Bulletin)	1.07
Mn($/kg)	1.50	LMB (London Metal Bulletin)	0.65
LiOH ($/kg)	12.0	Fastmarkets	11.38
Cu($/Kg)	7.0	LME (London Metal Exchange)	5.21

The Unit Price shall not be affected by any change in customs, taxes, or any other fee which is levied on the Buyer.

Seller shall make its best efforts to supply the Products in the volume specified in Section 2 (a) for each year during the Term. If Seller is unable to meet the volume in Section 2 (a), Seller shall indemnify Buyer zero point one nine three United States dollars ($0.193) per each cell for any shortfall of cells. The Parties agree that indemnification under this Section shall be the sole and only remedy for the Buyer with regards to Seller's inability to supply.

2. This Second Amendment contains the entire agreement between the parties with respect to the subject matter hereof. Except as hereinabove expressly agreed and amended, all of the terms and conditions of the Original Agreement shall continue in full force and effect.

3. This Second Amendment may be executed in counterparts, each of which shall be an original as against either party

whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. A facsimile copy, or an electronically scanned and transmitted copy, of an executed counterpart of this Second Amendment shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their authorized representatives as of the date first above written.

LG Energy Solution, Ltd.

Sign:

Name: Seam Han

Title: Marketing Team Leader

Nikola Corporation

Sign:

Name: PRUNA CHOSNI

Title: GLOBAL HEAD OF SUPPLY CHAIN

EXHIBIT E

Termination Agreement

TERMINATION AND RELEASE AGREEMENT

This TERMINATION AND RELEASE AGREEMENT (this "Termination Agreement") is made and entered into as of July 13, 2023 (the "Termination Effective Date") by and between Nikola Corporation (the "Buyer") and LG Energy Solution, Ltd. (the "Seller"). The Buyer and the Seller are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Parties entered into a Sales Contract dated as of September 15, 2021 (the "Original Supply Agreement," as supplemented by that certain Supplemental Agreement dated October 19, 2021 and further amended by the Amendment Agreement dated December 23, 2021 and the Second Amendment Agreement dated August 31, 2022, collectively, the "Agreements");

WHEREAS, LG Chem, Ltd. ("LG Chem"), predecessor of the Seller and Romeo Power, Inc. (together with its successors and assigns, "Romeo Power"), a wholly-owned subsidiary of the Buyer, entered into a Sales Contract dated as of August 28, 2017 (the "Original Romeo Power Supply Agreement," as supplemented by that certain Supplemental Agreement by and between Romeo Power and the Seller dated July 15, 2021 following the Seller's assumption of LG Chem's Original Supply Agreement and further amended by the Amendment Agreement by and between Romeo Power and the Seller dated July 6, 2022, collectively, the "Romeo Power Agreements");

WHEREAS, the Seller has been acting in performance under the Agreements, and the Prepayment amount set forth herein had been paid by the Buyer to the Seller in relation to such performance;

WHEREAS, in consideration for entering into this Termination Agreement and the Romeo Power Termination Agreement (as defined below), the Seller has agreed, among other things, to retain and accept the Prepayment amount set forth herein and the Buyer has agreed, among other things, that the Seller's retainment of the Prepayment amount set forth herein is justifiable and mutually agreed;

WHEREAS, the Parties acknowledge, agree and affirm that each of the Parties' willingness to enter into this Termination Agreement is predicated on the Parties' simultaneously entering into the Romeo Power Termination Agreement;

WHEREAS, effective as of the Termination Effective Date, the Parties desire to terminate the Agreements, subject to the terms and conditions set forth in this Termination Agreement; and

WHEREAS, concurrently with the Termination Effective Date, the Seller will enter into the other termination agreement (the "Romeo Power Termination Agreement") with respect to the Romeo Power Agreements with Romeo Power.

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

ARTICLE 1
TERMINATION OF THE AGREEMENTS; RELEASE AND DISCHARGE

1.1 Unless otherwise defined or amended pursuant to this Termination Agreement, capitalized terms used in this Termination Agreement shall have the same meanings as ascribed to them in the Agreements.

1.2 Subject to the terms and conditions of this Termination Agreement and the Romeo Power Termination Agreement, as of the Termination Effective Date, the Parties mutually agree to, and hereby do, terminate the Agreements in their entirety. As of the Termination Effective Date, all rights and obligations of the Parties under the Agreements shall terminate, and no Parties shall have any outstanding obligations or liability to any of the other Parties under each of the Agreements other than as set forth herein. Each of the Parties agrees to waive any and all rights and claims to challenge the validity of the termination of the Agreements, subject to the terms and conditions of this Termination Agreement. Notwithstanding anything to the contrary in the foregoing, the Buyer's obligations in Sections '10. Special Responsibilities of Buyer,' '11. Prohibited Sales of Buyer,' and the provisions applicable to the Parties as set forth in the Section '12. Limitation of Liability' in the Original Supply Agreement shall explicitly survive the termination of the Agreements, to the extent related to the Products already supplied prior to the date of this Termination Agreement.

1.3 This Termination Agreement may be pleaded by any Party as a bar to any Claims raised by any of the other Parties, subject to compliance by the Parties hereto of their respective obligations contained herein and the Romeo Power Termination Agreement. Unless otherwise expressly set forth in this Termination Agreement, in consideration of, among other things, the release given by the other Parties herein and the Romeo Power Termination Agreement, each Party shall forever release and discharge the other Parties and their affiliates, parent, subsidiary, and sister companies, their past and present directors, officers, employees, members, equity holders, agents, representatives, successors, assigns, attorneys, and/or representatives, and agrees to forever hold the other Parties harmless from any and all of its Claims (as defined below). Each Party covenants with the other Parties not to bring any Claims for any cost, damages, expense, liability, loss, demand or cause of action of any kind against the other Parties with respect to the matters arising under or out of or in any way relating to the Agreements, other than those claims expressly arising under this Termination Agreement. "Claim" or "Claims" means any and all claims, allegations, suits, actions, demands, causes of action, debts, judgments, security interests, controversies, liabilities, rights, set-offs, adjustments, obligations, sums of money,

accounts, reckonings, bonds, bills, covenants, contracts, conversions, agreements, promises, damages, arbitrations, mediations, premiums, letters of credit, duties, errors, omissions, orders, liens, losses, costs, expenses, interest, executions of whatever nature and howsoever arising, whether actual or contingent, whether suspected or unsuspected, whether past, present or future, whether reported or unreported, whether known or unknown, and whether grounded in law or equity, contract or tort, directly or indirectly, of whatsoever kind or nature pertaining to any of the Agreements, however and whensoever arising, whether or not arising under any statute, and whether or not actual or contingent.

1.4 Performance of this Termination Agreement excepted from Release. The Parties agree and acknowledge that nothing in this Termination Agreement releases or discharges any of them from the obligations they have undertaken in this Termination Agreement.

1.5 Waiver of California Civil Code §1542. The Parties hereto agree that the releases provided for in this Termination Agreement at Section 1.3 extend to all claims, whether or not claimed or suspected by the Parties, or any of them, up to and including the Termination Effective Date and the Parties represent that they are not aware of any claim by any of them other than the claims that are released by this Termination Agreement. The Parties acknowledge that they have been advised by independent legal counsel and are familiar with the provisions of California Civil Code Section 1542, which reads as follows:

> *Section 1542. General release; extent*
>
> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

1.6 The Parties, being aware of California Civil Code Section 1542, agree to expressly waive any rights they may have thereunder, as well as under any other statute or common law principles of similar effect.

1.7 To the extent that there is any inconsistency between the terms of this Termination Agreement and the terms of any of the Agreements, this Termination Agreement shall govern.

ARTICLE 2
COVENANTS

The Parties hereby agree and affirm that the Parties are entering into this Termination Agreement contingent on the mutual understanding of and in consideration of the Parties' performance of the following covenants:

2.1 The Prepayment in the amount of $8,270,050 (the "Nikola Paid-Up Amount") that was received under the Agreements shall be non-refundable under any event, and shall be retained in full by Seller. For the avoidance of doubt, as condition to and in consideration of, among other things, entering into this Termination Agreement and the Romeo Power Termination Agreement, the Buyer hereby forgoes any and all rights under law and contract to claim any part or all of the Nikola Paid-Up Amount back from the Seller.

2.2 The Seller agrees to purchase a total of five (5) BEV vehicles from Nikola, through its licensed dealer network, (the "BEV Purchase") at a purchase price of USD $399,000.00 per vehicle plus tax, title, registration, and documentation fees, at a time to be mutually agreed upon after the Termination Effective Date; *provided, however*, Nikola shall be strictly prohibited from disclosing the existence of or any information regarding the BEV Purchase whether to a 3rd party or to the public until the Seller provides its prior written consent. The timing of the payment for the BEV Purchase and the site of delivery shall be mutually agreed by the Parties at the time of the BEV Purchase. If requested by the Seller, the Buyer shall store the purchased BEV vehicles in its storage facilities at no additional cost for a certain period of time to be mutually agreed by the Parties.

2.3 The Parties hereby agree that Nikola will no longer participate in the US localization project involving the building of and supplying from its manufacturing facility in Queen Creek, Arizona.

2.4 The Seller shall, and the Buyer shall cause Romeo Power to, abide by the terms and conditions of the Romeo Power Termination Agreement.

ARTICLE 3
MISCELLANEOUS

3.1 Entire Agreement; Amendments. This Termination Agreement constitutes and contains the entire understanding and agreement of the Parties respecting the subject matter hereof and cancel and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. Except as specified herein, no waiver, modification or amendment of any provision of this Termination Agreement shall be valid or effective unless made in a writing referencing this Termination Agreement and signed by a duly authorized officer of each Party.

3.2 Governing Law; Dispute Resolution. This Termination Agreement shall be governed by and interpreted in accordance with the laws of the State of California, USA, excluding application of any conflict of laws principles. Any dispute arising out of or in connection with this Termination Agreement and/or any of the Agreements, including any question regarding its existence, validity or termination, shall be finally resolved by arbitration in the State of California, U.S.A., administered by the Korean Commercial Arbitration Board in accordance with its Arbitration Rules. The language

for arbitration will be in English. The award from the arbitration shall be final and binding and the prevailing Party shall be entitled to recover all its expenses related to such dispute, including, but not limited to, reasonable attorney's fees, experts' fees and applicable court and/or arbitration costs.

3.4 Waiver. A waiver by either Party of any of the terms and conditions of this Termination Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any other term or condition hereof. All rights, remedies, undertakings, obligations and agreements contained in this Termination Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

3.5 Severability. If any provision of this Termination Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, except as provided herein, such invalidity, illegality or unenforceability shall not affect any other provision of this Termination Agreement. However, if the Nikola Paid-Up Amount is reduced in any amount, notwithstanding the release in Section 1.3, the Seller shall have the right to pursue all damage claims arising under, out of, or relating to the Agreements and/or this Termination Agreement, and shall be entitled to cease performance of this Termination Agreement.

3.6 Counterparts. This Termination Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A facsimile or a portable document format (PDF) copy of this Agreement, including the signature pages, will be deemed an original.

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Termination Agreement to be executed by their duly authorized representatives below.

NIKOLA CORPORATION

Name: Michael Lohscheller
Title: CEO
Date: July 13th, 2023

LG ENERGY SOLUTION, LTD.

Name: Jay KIM
Title: VP Marketing
Date: July 13, 2023.

EXHIBIT F

Romeo Termination Agreement

TERMINATION AND RELEASE AGREEMENT

This TERMINATION AND RELEASE AGREEMENT (this "Termination Agreement") is made and entered into as of July 13, 2023 (the "Termination Effective Date") by and between SG Service Co., LLC, a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Romeo Power, Inc., a Delaware corporation ("Assignee"), and LG Energy Solution, Ltd. (the "Seller"). Assignee and the Seller are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, LG Chem, Ltd. ("LG Chem"), predecessor of the Seller and Romeo Power, Inc. ("Assignor") entered into a Sales Contract dated as of August 28, 2017 (the "Original Supply Agreement," as supplemented by that certain Supplemental Agreement by and between Assignor and the Seller dated July 15, 2021 following the Seller's assumption of LG Chem's Original Supply Agreement and further amended by the Amendment Agreement by and between Assignor and the Seller dated July 6, 2022, collectively, the "Agreements");

WHEREAS, the Seller has been acting in performance under the Agreements, and the Prepayment amount set forth herein had been paid by Assignor to the Seller in relation to such performance;

WHEREAS, prior to the date of this Termination Agreement, by resolution of Assignor's board of directors and stockholders, Assignor has transferred ownership of all its rights, title and interest in and to all of its tangible and intangible assets (the "Assets") to Assignee, and in so doing, has also designated Assignee to act, pursuant to Sections 493.010, 493.030(a), 1204, 1204.5, 1800, 1801, and 1802 of the California Code of Civil Procedure, and under other applicable law, as the assignee for the benefit of creditors of Assignor (the "Assignment"), such that, as of the Assignment date, Assignee succeeded to all of Assignor's right, title and interest in and to the Assets, thereby creating the "assignment estate" (the "Assignment Estate").

WHEREAS, in consideration for entering into this Termination Agreement: (i) the Seller has agreed, among other things, to retain and accept the Prepayment amount set forth herein in full and complete satisfaction of any claims the Seller may have against Assignor or Assignee; and (ii) Assignee, on behalf of itself and Assignor, has agreed, among other things, that the Seller's retention of the Prepayment amount set forth herein is justifiable, favorable to the Assignment Estate and in furtherance of the business decision by Assignor's management prior to commencement of the Assignment to enter into this Termination Agreement;

WHEREAS, effective as of the Termination Effective Date, the Parties desire to terminate the Agreements, subject to the terms and conditions set forth in this Termination Agreement; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

ARTICLE 1
TERMINATION OF THE AGREEMENTS; RELEASE AND DISCHARGE

1.1 Unless otherwise defined or amended pursuant to this Termination Agreement, capitalized terms used in this Termination Agreement shall have the same meanings as ascribed to them in the Agreements.

1.2 Subject to the terms and conditions of this Termination Agreement, as of the Termination Effective Date, the Parties mutually agree to, and hereby do, terminate the Agreements in their entirety. As of the Termination Effective Date, all rights and obligations of the Parties under the Agreements shall terminate, and no Parties shall have any outstanding obligations or liability to any of the other Parties under each of the Agreements other than as set forth herein. Each of the Parties agrees to waive any and all rights and claims to challenge the validity of the termination of the Agreements, subject to the terms and conditions of this Termination Agreement. Notwithstanding anything to the contrary in the foregoing, the obligations in Sections 'Special Responsibilities of the Buyer,' 'Prohibited Sales of the Buyer,' and the provisions set forth in the Section 'Indemnification' in the Original Supply Agreement shall explicitly survive the termination of the Agreements, to the extent related to the Products already supplied prior to the date of this Termination Agreement.

1.3 This Termination Agreement may be pleaded by any Party as a bar to any Claims raised by any of the other Parties, subject to compliance by the Parties hereto of their respective obligations contained herein. Unless otherwise expressly set forth in this Termination Agreement, in consideration of, among other things, the release given by the other Parties herein, each Party shall forever release and discharge the other Parties and their affiliates, parent, subsidiary, and sister companies, their past and present directors, officers, employees, members, equity holders, agents, representatives, successors, assigns, attorneys, and/or representatives, and agrees to forever hold the other Parties harmless from any and all of its Claims (as defined below). Each Party covenants with the other Parties not to bring any Claims for any cost, damages, expense, liability, loss, demand or cause of action of any kind against the other Parties with respect to the matters arising under or out of or in any way relating to the Agreements, other than those claims expressly arising under this Termination Agreement. "Claim" or "Claims" means any and all claims, allegations, suits, actions, demands, causes of action, debts, judgments, security interests, controversies, liabilities, rights, set-offs, adjustments, obligations, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, agreements, promises, damages, arbitrations, mediations, premiums, letters of credit, duties, errors, omissions, orders, liens, losses, costs, expenses, interest, executions of whatever nature and howsoever arising, whether actual or contingent, whether suspected or unsuspected, whether past, present or future, whether reported or unreported, whether known or unknown, and whether grounded in law or equity, contract or tort, directly or indirectly, of whatsoever kind or nature pertaining to any of the Agreements,

however and whensoever arising, whether or not arising under any statute, and whether or not actual or contingent.

1.4 Performance of this Termination Agreement excepted from Release. The Parties agree and acknowledge that nothing in this Termination Agreement releases or discharges any of them from the obligations they have undertaken in this Termination Agreement.

1.5 Waiver of California Civil Code §1542. The Parties hereto agree that the releases provided for in this Termination Agreement at Section 1.3 extend to all claims, whether or not claimed or suspected by the Parties, or any of them, up to and including the Termination Effective Date and the Parties represent that they are not aware of any claim by any of them other than the claims that are released by this Termination Agreement. The Parties acknowledge that they have been advised by independent legal counsel and are familiar with the provisions of California Civil Code Section 1542, which reads as follows:

> *Section 1542. General release; extent*
>
> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

1.6 The Parties, being aware of California Civil Code Section 1542, agree to expressly waive any rights they may have thereunder, as well as under any other statute or common law principles of similar effect.

1.7 To the extent that there is any inconsistency between the terms of this Termination Agreement and the terms of any of the Agreements, this Termination Agreement shall govern.

ARTICLE 2
COVENANTS

The Parties hereby agree and affirm that the Parties are entering into this Termination Agreement contingent on the mutual understanding of and in consideration of the Parties' performance of the following covenants:

2.1 The Prepayment in the amount of $64,703,500 (the "Romeo Power Paid-Up Amount") that was received under the Agreements shall be non-refundable under any event, and shall be retained in full by Seller in full satisfaction of any claims the Seller has, or may have in the future, against Assignor or Assignee. For the avoidance of doubt, as condition to and in consideration of, among other things, entering into this Termination Agreement, Assignee, on behalf of itself and Assignor, hereby forgoes any and all rights under law and contract to claim any part or all of the Romeo Power Paid-Up Amount back from the Seller.

2.2 Subject to Sections 1.2 and 3.5, The Seller hereby agrees that it has no remaining legal or equitable claims against Assignor, Assignee or the Assignment Estate. The Seller hereby covenants and agrees that it shall not file a claim in the Assignment Estate for any claim arising under any of the Agreements, prior to the Termination Effective Date.

2.3 The Assignee, on behalf of itself, the Assignor, and the Assignment Estate, hereby agrees that it has no remaining legal or equitable claims against Seller. The Assignee, on behalf of itself, the Assignor, and the Assignment Estate hereby covenants and agrees that it shall not file a Claim of any kind or nature arising under or relating to any of the Agreements aside from a Claim arising from Seller's breach of this Termination Agreement.

ARTICLE 3
MISCELLANEOUS

3.1 Entire Agreement; Amendments. This Termination Agreement constitutes and contains the entire understanding and agreement of the Parties respecting the subject matter hereof and cancel and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. Except as specified herein, no waiver, modification or amendment of any provision of this Termination Agreement shall be valid or effective unless made in a writing referencing this Termination Agreement and signed by a duly authorized officer of each Party.

3.2 Governing Law; Dispute Resolution. This Termination Agreement shall be governed by and interpreted in accordance with the laws of the State of California, USA, excluding application of any conflict of laws principles. Any dispute arising out of or in connection with this Termination Agreement and/or any of the Agreements, including any question regarding its existence, validity or termination, shall be finally resolved by arbitration in the State of California, U.S.A., administered by the Korean Commercial Arbitration Board in accordance with its Arbitration Rules. The language for arbitration will be in English. The award from the arbitration shall be final and binding and the prevailing Party shall be entitled to recover all its expenses related to such dispute, including, but not limited to, reasonable attorney's fees, experts' fees and applicable court and/or arbitration costs.

3.4 Waiver. A waiver by either Party of any of the terms and conditions of this Termination Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any other term or condition hereof. All rights, remedies, undertakings, obligations and agreements contained in this Termination Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

3.5 Severability. If any provision of this Termination Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, except as provided herein, such invalidity, illegality or unenforceability shall not affect any other provision

of this Termination Agreement. However, if the Romeo Power Paid-Up Amount is reduced in any amount, notwithstanding the release in Section 1.3, the Seller shall have the right to pursue all damage claims arising under, out of, or relating to the Agreements and/or this Termination Agreement, and shall be entitled to cease performance of this Termination Agreement.

3.6 Counterparts. This Termination Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A facsimile or a portable document format (PDF) copy of this Termination Agreement, including the signature pages, will be deemed an original.

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Termination Agreement to be executed by their duly authorized representatives below.

SG SERVICE CO., LLC, IN ITS SOLE AND LIMITED CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF ROMEO POWER, INC.

Name: David P. Stapleton
Title: Manager
Date: July 13, 2023

LG ENERGY SOLUTION, LTD.

Name: Jay KJM
Title: VP Marketing
Date: July 13, 2023.

EXHIBIT G

June 7 Letter

NIKOLA

June 7, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

My name is Nha Nguyen, and I am the Nikola Corporate Safety Officer. I am aware that our companies are discussing the root cause of the battery fires that began on Nikola battery electric trucks (BEVs) last June. Several months ago, we removed all battery packs from the BEVs (which all contain LGES batteries manufactured in either China or Korea) and placed them in an open field outside of our manufacturing facility in Coolidge, Arizona.

This letter serves to notify you of the recent battery pack fires that have occurred. Over the past few weeks, there has been a notable increase in the frequency of these incidents, highlighting a concerning trend. As we have informed you, our investigations have confirmed a correlation with the Chinese-made LG cells and these fires. To date, we have only seen fires in battery packs that contain Chinese-made LG cells. There have been no fires from packs that contain Korean-made LG cells. It is important to note that all of these packs have been disconnected from a power source for at least 6 months and have been sitting without disruption and are starting to spontaneously combust as the temperatures increase in Arizona.

Attached hereto at Schedule A is a summary table detailing the battery pack fires documented to date in 2024, and we will keep you updated on any new occurrences moving forward.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	**Safety Critical** Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	**Safety Critical** Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	**Safety Critical** Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	**Safety Critical** Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	6/2/2024	**Safety Critical** Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
6	5/31/2024	**Safety Critical** Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	**Safety Critical** Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing
8	6/5/2024	**Safety Critical** Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	**Safety Critical** Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	**Safety Critical** Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	**Safety Critical** Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing

EXHIBIT H

Letters Compendium

NIKOLA

June 10, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on June 7, 2024, notifying you of the recent battery pack fires. There were two (2) additional fires that occurred this past weekend. These two (2) battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
6	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
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10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

June 11, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on June 10, 2024, notifying you of the recent battery pack fires. There were three (3) additional fires that occurred. All three battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
6	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
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9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

June 18, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES Pack Fire Update

Dear Mr. Oh,

This is a follow up to the letter that we sent you on June 12, 2024, notifying you of the recent battery pack fires. There was an additional fire that occurred. This additional battery pack was also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
6	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing

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13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

June 25, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES Pack Fire Update

Dear Mr. Oh,

This is a follow up to the letter that we sent you on June 18, 2024, notifying you of the recent battery pack fires. There were four (4) additional fires that occurred. All four additional battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

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Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
6	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing

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13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing
20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area.	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

June 30, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on June 25, 2024, notifying you of the recent battery pack fires. There were three (3) additional fires that occurred – two (2) on June 26th and one (1) on June 29th. These battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

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Schedule A

2024 LGES Pack Fires at Nikola

1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
6	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing

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10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing

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20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area.	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing
22	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 62	S176361	Battery pack by itself, disconnected from any other devices	Nanjing
23	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 138	S202809	Battery pack by itself, disconnected from any other devices	Nanjing
24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing

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July 10, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on July 01, 2024, notifying you of the recent battery pack fires. There were six (6) additional fires that occurred. These battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

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Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
6	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area.	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing
22	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 62	S176361	Battery pack by itself, disconnected from any other devices	Nanjing
23	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 138	S202809	Battery pack by itself, disconnected from any other devices	Nanjing
24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing
25	6/30/2024	Safety Critical Battery Pack Thermal Event VIN 148	S152571	Battery pack by itself, disconnected from any other devices	Nanjing
26	7/1/2024	Safety Critical Battery Pack Thermal Event VIN 114	S195735	Battery pack by itself, disconnected from any other devices	Nanjing
27	7/5/2024	Safety Critical Battery Pack Thermal Event VIN 21	S151022	Battery pack by itself, disconnected from any other devices	Nanjing
28	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 93	S186782	Battery pack by itself, disconnected from any other devices	Nanjing
29	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 128	S179973	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
30	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 50	S168085	Battery pack by itself, disconnected from any other devices	Nanjing
31	7/8/2024	Safety Critical Battery Pack Thermal Event VIN 61	S175856	Battery pack by itself, disconnected from any other devices	Nanjing
32	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 103	S189636	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

July 15, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on July 10, 2024, notifying you of the recent battery pack fires. There were six (6) additional fires that occurred. These battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
6	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area.	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing
22	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 62	S176361	Battery pack by itself, disconnected from any other devices	Nanjing
23	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 138	S202809	Battery pack by itself, disconnected from any other devices	Nanjing
24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing
25	6/30/2024	Safety Critical Battery Pack Thermal Event VIN 148	S152571	Battery pack by itself, disconnected from any other devices	Nanjing
26	7/1/2024	Safety Critical Battery Pack Thermal Event VIN 114	S195735	Battery pack by itself, disconnected from any other devices	Nanjing
27	7/5/2024	Safety Critical Battery Pack Thermal Event VIN 21	S151022	Battery pack by itself, disconnected from any other devices	Nanjing
28	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 93	S186782	Battery pack by itself, disconnected from any other devices	Nanjing
29	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 128	S179973	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
30	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 50	S168085	Battery pack by itself, disconnected from any other devices	Nanjing
31	7/8/2024	Safety Critical Battery Pack Thermal Event VIN 61	S175856	Battery pack by itself, disconnected from any other devices	Nanjing
32	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 103	S189636	Battery pack by itself, disconnected from any other devices	Nanjing
33	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 117	S197185	Battery pack by itself, disconnected from any other devices	Nanjing
34	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 16	S176332	Battery pack by itself, disconnected from any other devices	Nanjing
35	7/11/2024	Safety Critical Battery Pack Thermal Event VIN 93	S187724	Battery pack by itself, disconnected from any other devices	Nanjing
36	7/13/2024	Safety Critical Battery Pack Thermal Event VIN 103	S188568	Battery pack by itself, disconnected from any other devices	Nanjing
37	7/14/2024	Safety Critical Battery Pack Thermal Event VIN 21	S150898	Battery pack by itself, disconnected from any other devices	Nanjing
38	7/15/2024	Safety Critical Battery Pack Thermal Event VIN 103	S188586	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

July 22, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on July 15, 2024, notifying you of the recent battery pack fires. There were five (5) additional fires that occurred. These battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
6	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing
20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing
22	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 62	S176361	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
23	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 138	S202809	Battery pack by itself, disconnected from any other devices	Nanjing
24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing
25	6/30/2024	Safety Critical Battery Pack Thermal Event VIN 148	S152571	Battery pack by itself, disconnected from any other devices	Nanjing
26	7/1/2024	Safety Critical Battery Pack Thermal Event VIN 114	S195735	Battery pack by itself, disconnected from any other devices	Nanjing
27	7/5/2024	Safety Critical Battery Pack Thermal Event VIN 21	S151022	Battery pack by itself, disconnected from any other devices	Nanjing
28	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 93	S186782	Battery pack by itself, disconnected from any other devices	Nanjing
29	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 128	S179973	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
30	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 50	S168085	Battery pack by itself, disconnected from any other devices	Nanjing
31	7/8/2024	Safety Critical Battery Pack Thermal Event VIN 61	S175856	Battery pack by itself, disconnected from any other devices	Nanjing
32	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 103	S189636	Battery pack by itself, disconnected from any other devices	Nanjing
33	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 117	S197185	Battery pack by itself, disconnected from any other devices	Nanjing
34	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 16	S176332	Battery pack by itself, disconnected from any other devices	Nanjing
35	7/11/2024	Safety Critical Battery Pack Thermal Event VIN 93	S187724	Battery pack by itself, disconnected from any other devices	Nanjing
36	7/13/2024	Safety Critical Battery Pack Thermal Event VIN 103	S188568	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
37	7/14/2024	Safety Critical Battery Pack Thermal Event VIN 21	S150898	Battery pack by itself, disconnected from any other devices	Nanjing
38	7/15/2024	Safety Critical Battery Pack Thermal Event VIN 133*	S200358	Battery pack by itself, disconnected from any other devices	Nanjing
39	7/17/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
40	7/18/2024	Safety Critical Battery Pack Thermal Event VIN 25	S152391	Battery pack by itself, disconnected from any other devices	Nanjing
41	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 151	S199696	Battery pack by itself, disconnected from any other devices	Nanjing
42	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 18	S149805	Battery pack by itself, disconnected from any other devices	Nanjing
43	7/22/2024	Safety Critical Battery Pack Thermal Event VIN 114	S196767	Battery pack by itself, disconnected from any other devices	Nanjing

*Previously reported as VIN 103 S188586.

NIKOLA

August 03, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on July 22, 2024, notifying you of the recent battery pack fires. There were four (4) additional fires that occurred. These battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

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Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
6	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing
20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing
22	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 62	S176361	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
23	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 138	S202809	Battery pack by itself, disconnected from any other devices	Nanjing
24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing
25	6/30/2024	Safety Critical Battery Pack Thermal Event VIN 148	S152571	Battery pack by itself, disconnected from any other devices	Nanjing
26	7/1/2024	Safety Critical Battery Pack Thermal Event VIN 114	S195735	Battery pack by itself, disconnected from any other devices	Nanjing
27	7/5/2024	Safety Critical Battery Pack Thermal Event VIN 21	S151022	Battery pack by itself, disconnected from any other devices	Nanjing
28	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 93	S186782	Battery pack by itself, disconnected from any other devices	Nanjing
29	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 128	S179973	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
30	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 50	S168085	Battery pack by itself, disconnected from any other devices	Nanjing
31	7/8/2024	Safety Critical Battery Pack Thermal Event VIN 61	S175856	Battery pack by itself, disconnected from any other devices	Nanjing
32	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 103	S189636	Battery pack by itself, disconnected from any other devices	Nanjing
33	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 117	S197185	Battery pack by itself, disconnected from any other devices	Nanjing
34	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 16	S176332	Battery pack by itself, disconnected from any other devices	Nanjing
35	7/11/2024	Safety Critical Battery Pack Thermal Event VIN 93	S187724	Battery pack by itself, disconnected from any other devices	Nanjing
36	7/13/2024	Safety Critical Battery Pack Thermal Event VIN 103	S188568	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
37	7/14/2024	Safety Critical Battery Pack Thermal Event VIN 21	S150898	Battery pack by itself, disconnected from any other devices	Nanjing
38	7/15/2024	Safety Critical Battery Pack Thermal Event VIN 133*	S200358	Battery pack by itself, disconnected from any other devices	Nanjing
39	7/17/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
40	7/18/2024	Safety Critical Battery Pack Thermal Event VIN 25	S152391	Battery pack by itself, disconnected from any other devices	Nanjing
41	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 151	S199696	Battery pack by itself, disconnected from any other devices	Nanjing
42	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 18	S149805	Battery pack by itself, disconnected from any other devices	Nanjing
43	7/22/2024	Safety Critical Battery Pack Thermal Event VIN 114	S196767	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
45	7/24/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (in process of being covered in sand).	Nanjing
46	7/24/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (in process of being covered in sand).	Nanjing
47	8/2/2024	Safety Critical Battery Pack Thermal Event VIN 37	S163037	Battery pack by itself, disconnected from any other devices	Nanjing

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August 14, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on August 03, 2024, notifying you of the recent battery pack fires. There were one (1) additional fire that occurred on August 5th. There was also one (1) battery fire that was omitted in the previous report that occurred on July 28th. These battery packs were also built with Chinese-made LG cells.

As an update, we have relocated and covered all battery packs using Chinese-made LG cells with sand. This is intended to cool the packs and mitigate the risk of further thermal events.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

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Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
6	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing
20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing
22	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 62	S176361	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
23	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 138	S202809	Battery pack by itself, disconnected from any other devices	Nanjing
24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing
25	6/30/2024	Safety Critical Battery Pack Thermal Event VIN 148	S152571	Battery pack by itself, disconnected from any other devices	Nanjing
26	7/1/2024	Safety Critical Battery Pack Thermal Event VIN 114	S195735	Battery pack by itself, disconnected from any other devices	Nanjing
27	7/5/2024	Safety Critical Battery Pack Thermal Event VIN 21	S151022	Battery pack by itself, disconnected from any other devices	Nanjing
28	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 93	S186782	Battery pack by itself, disconnected from any other devices	Nanjing
29	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 128	S179973	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
30	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 50	S168085	Battery pack by itself, disconnected from any other devices	Nanjing
31	7/8/2024	Safety Critical Battery Pack Thermal Event VIN 61	S175856	Battery pack by itself, disconnected from any other devices	Nanjing
32	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 103	S189636	Battery pack by itself, disconnected from any other devices	Nanjing
33	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 117	S197185	Battery pack by itself, disconnected from any other devices	Nanjing
34	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 16	S176332	Battery pack by itself, disconnected from any other devices	Nanjing
35	7/11/2024	Safety Critical Battery Pack Thermal Event VIN 93	S187724	Battery pack by itself, disconnected from any other devices	Nanjing
36	7/13/2024	Safety Critical Battery Pack Thermal Event VIN 103	S188568	Battery pack by itself, disconnected from any other devices	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
37	7/14/2024	Safety Critical Battery Pack Thermal Event VIN 21	S150898	Battery pack by itself, disconnected from any other devices	Nanjing
38	7/15/2024	Safety Critical Battery Pack Thermal Event VIN 133*	S200358	Battery pack by itself, disconnected from any other devices	Nanjing
39	7/17/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
40	7/18/2024	Safety Critical Battery Pack Thermal Event VIN 25	S152391	Battery pack by itself, disconnected from any other devices	Nanjing
41	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 151	S199696	Battery pack by itself, disconnected from any other devices	Nanjing
42	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 18	S149805	Battery pack by itself, disconnected from any other devices	Nanjing
43	7/22/2024	Safety Critical Battery Pack Thermal Event VIN 114	S196767	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
45	7/24/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (in process of being covered in sand).	Nanjing
46	7/24/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (in process of being covered in sand).	Nanjing
47	8/2/2024	Safety Critical Battery Pack Thermal Event VIN 37	S163037	Battery pack by itself, disconnected from any other devices	Nanjing
48	8/5/2024	Safety Critical Battery Pack Thermal Event VIN 54	S169308	Battery pack by itself, disconnected from any other devices	Nanjing
49	7/28/2024	Safety Critical Battery Pack Thermal Event VIN 134	S201612	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

August 27, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on August 14, 2024, notifying you of the recent battery pack fires. There were two (2) additional fire that occurred on August 22nd and August 27th. These battery packs were built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
6	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
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NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing
20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing
22	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 62	S176361	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
23	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 138	S202809	Battery pack by itself, disconnected from any other devices	Nanjing
24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing
25	6/30/2024	Safety Critical Battery Pack Thermal Event VIN 148	S152571	Battery pack by itself, disconnected from any other devices	Nanjing
26	7/1/2024	Safety Critical Battery Pack Thermal Event VIN 114	S195735	Battery pack by itself, disconnected from any other devices	Nanjing
27	7/5/2024	Safety Critical Battery Pack Thermal Event VIN 21	S151022	Battery pack by itself, disconnected from any other devices	Nanjing
28	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 93	S186782	Battery pack by itself, disconnected from any other devices	Nanjing
29	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 128	S179973	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
30	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 50	S168085	Battery pack by itself, disconnected from any other devices	Nanjing
31	7/8/2024	Safety Critical Battery Pack Thermal Event VIN 61	S175856	Battery pack by itself, disconnected from any other devices	Nanjing
32	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 103	S189636	Battery pack by itself, disconnected from any other devices	Nanjing
33	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 117	S197185	Battery pack by itself, disconnected from any other devices	Nanjing
34	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 16	S176332	Battery pack by itself, disconnected from any other devices	Nanjing
35	7/11/2024	Safety Critical Battery Pack Thermal Event VIN 93	S187724	Battery pack by itself, disconnected from any other devices	Nanjing
36	7/13/2024	Safety Critical Battery Pack Thermal Event VIN 103	S188568	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
37	7/14/2024	Safety Critical Battery Pack Thermal Event VIN 21	S150898	Battery pack by itself, disconnected from any other devices	Nanjing
38	7/15/2024	Safety Critical Battery Pack Thermal Event VIN 133*	S200358	Battery pack by itself, disconnected from any other devices	Nanjing
39	7/17/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
40	7/18/2024	Safety Critical Battery Pack Thermal Event VIN 25	S152391	Battery pack by itself, disconnected from any other devices	Nanjing
41	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 151	S199696	Battery pack by itself, disconnected from any other devices	Nanjing
42	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 18	S149805	Battery pack by itself, disconnected from any other devices	Nanjing
43	7/22/2024	Safety Critical Battery Pack Thermal Event VIN 114	S196767	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
45	7/24/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (in process of being covered in sand).	Nanjing
46	7/24/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (in process of being covered in sand).	Nanjing
47	8/2/2024	Safety Critical Battery Pack Thermal Event VIN 37	S163037	Battery pack by itself, disconnected from any other devices	Nanjing
48	8/5/2024	Safety Critical Battery Pack Thermal Event VIN 54	S169308	Battery pack by itself, disconnected from any other devices	Nanjing
49	7/28/2024	Safety Critical Battery Pack Thermal Event VIN 134	S201612	Battery pack by itself, disconnected from any other devices	Nanjing
50	8/22/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
51	8/27/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing

NIKOLA

September 9, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on August 27, 2024, notifying you of a recent battery pack fire. There was one (1) additional fire that occurred on September 5th. This battery pack was also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
1	4/21/2024	Safety Critical Battery Pack Thermal Event VIN84	S184385	Battery pack by itself, disconnected from any other devices	Nanjing
2	5/20/2024	Safety Critical Battery Pack Thermal Event VIN115	S196828	Battery pack by itself, disconnected from any other devices	Nanjing
3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
4	5/29/2024	Safety Critical Battery Pack Thermal Event VIN76	S181100	Battery pack by itself, disconnected from any other devices	Nanjing
5	5/31/2024	Safety Critical Battery Pack Thermal Event VIN144	S199760	Battery pack by itself, disconnected from any other devices	Nanjing
6	6/2/2024	Safety Critical Battery Pack Thermal Event VIN61	S176328	Battery pack by itself, disconnected from any other devices	Nanjing
7	6/4/2024	Safety Critical Battery Pack Thermal Event VIN23	S151876	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
8	6/5/2024	Safety Critical Battery Pack Thermal Event VIN76	S181053	Battery pack by itself, disconnected from any other devices	Nanjing
9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
12	6/8/2024	Safety Critical Battery Pack Thermal Event VIN84	S183452	Battery pack by itself, disconnected from any other devices	Nanjing
13	6/9/2024	Safety Critical Battery Pack Thermal Event VIN123	S190487	Battery pack by itself, disconnected from any other devices	Nanjing
14	6/11/2024	Safety Critical Battery Pack Thermal Event VIN61	S175984	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
15	6/11/2024	Safety Critical Battery Pack Thermal Event VIN70	S179683	Battery pack by itself, disconnected from any other devices	Nanjing
16	6/12/2024	Safety Critical Battery Pack Thermal Event VIN93	S187067	Battery pack by itself, disconnected from any other devices	Nanjing
17	6/15/2024	Safety Critical Battery Pack Thermal Event VIN138	S199620	Battery pack by itself, disconnected from any other devices	Nanjing
18	6/19/2024	Safety Critical Battery Pack Thermal Event VIN25	S152118	Battery pack by itself, disconnected from any other devices	Nanjing
19	6/19/2024	Safety Critical Battery Pack Thermal Event VIN50	S168281	Battery pack by itself, disconnected from any other devices	Nanjing
20	6/20/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
21	6/25/2024	Safety Critical Battery Pack Thermal Event VIN 214	S199003	Battery pack by itself, disconnected from any other devices	Nanjing
22	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 62	S176361	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
23	6/26/2024	Safety Critical Battery Pack Thermal Event VIN 138	S202809	Battery pack by itself, disconnected from any other devices	Nanjing
24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing
25	6/30/2024	Safety Critical Battery Pack Thermal Event VIN 148	S152571	Battery pack by itself, disconnected from any other devices	Nanjing
26	7/1/2024	Safety Critical Battery Pack Thermal Event VIN 114	S195735	Battery pack by itself, disconnected from any other devices	Nanjing
27	7/5/2024	Safety Critical Battery Pack Thermal Event VIN 21	S151022	Battery pack by itself, disconnected from any other devices	Nanjing
28	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 93	S186782	Battery pack by itself, disconnected from any other devices	Nanjing
29	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 128	S179973	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
30	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 50	S168085	Battery pack by itself, disconnected from any other devices	Nanjing
31	7/8/2024	Safety Critical Battery Pack Thermal Event VIN 61	S175856	Battery pack by itself, disconnected from any other devices	Nanjing
32	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 103	S189636	Battery pack by itself, disconnected from any other devices	Nanjing
33	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 117	S197185	Battery pack by itself, disconnected from any other devices	Nanjing
34	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 16	S176332	Battery pack by itself, disconnected from any other devices	Nanjing
35	7/11/2024	Safety Critical Battery Pack Thermal Event VIN 93	S187724	Battery pack by itself, disconnected from any other devices	Nanjing
36	7/13/2024	Safety Critical Battery Pack Thermal Event VIN 103	S188568	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
37	7/14/2024	Safety Critical Battery Pack Thermal Event VIN 21	S150898	Battery pack by itself, disconnected from any other devices	Nanjing
38	7/15/2024	Safety Critical Battery Pack Thermal Event VIN 133*	S200358	Battery pack by itself, disconnected from any other devices	Nanjing
39	7/17/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
40	7/18/2024	Safety Critical Battery Pack Thermal Event VIN 25	S152391	Battery pack by itself, disconnected from any other devices	Nanjing
41	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 151	S199696	Battery pack by itself, disconnected from any other devices	Nanjing
42	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 18	S149805	Battery pack by itself, disconnected from any other devices	Nanjing
43	7/22/2024	Safety Critical Battery Pack Thermal Event VIN 114	S196767	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

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47	8/2/2024	Safety Critical Battery Pack Thermal Event VIN 37	S163037	Battery pack by itself, disconnected from any other devices	Nanjing
48	8/5/2024	Safety Critical Battery Pack Thermal Event VIN 54	S169308	Battery pack by itself, disconnected from any other devices	Nanjing
49	7/28/2024	Safety Critical Battery Pack Thermal Event VIN 134	S201612	Battery pack by itself, disconnected from any other devices	Nanjing
50	8/22/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
51	8/27/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing

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Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
52	9/5/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing

NIKOLA

October 14, 2024

CONFIDENTIAL – SENT BY EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh,

This is a follow up to the letter that we sent you on September 9, 2024, notifying you of recent battery pack fires. There were two (2) additional fires that occurred on September 8th and October 2nd. These battery packs were also built with Chinese-made LG cells.

Attached hereto as Schedule A is an updated summary table. As mentioned in our previous letter, we will continue to update you on new fire incidents.

Sincerely,

Nha Nguyen

Nha Nguyen

cc: Woong Jae Han, General Counsel, SVP, LGES woongjaehan@lgensol.com
Joon Young Shin, Global Customer & Market Quality Department VP, LGES
joonyshin@lgensol.com
Steve Girsky, CEO stephen.girsky@nikolamotor.com
Mary Chan, COO mary.chan@nikolamotor.com
Britton Worthen, CLO britton@nikolamotor.com

NIKOLA

Schedule A

2024 LGES Pack Fires at Nikola

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
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3	5/24/2024	Safety Critical Battery Pack Thermal Event VIN69	S177999	Battery pack by itself, disconnected from any other devices	Nanjing
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NIKOLA

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9	6/5/2024	Safety Critical Battery Pack Thermal Event VIN50	S167730	Battery pack by itself, disconnected from any other devices	Nanjing
10	6/6/2024	Safety Critical Battery Pack Thermal Event VIN93	S186361	Battery pack by itself, disconnected from any other devices	Nanjing
11	6/7/2024	Safety Critical Battery Pack Thermal Event VIN52	S169078	Battery pack by itself, disconnected from any other devices	Nanjing
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NIKOLA

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NIKOLA

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24	6/29/2024	Safety Critical Battery Pack Thermal Event VIN 104	S189096	Battery pack by itself, disconnected from any other devices	Nanjing
25	6/30/2024	Safety Critical Battery Pack Thermal Event VIN 148	S152571	Battery pack by itself, disconnected from any other devices	Nanjing
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28	7/6/2024	Safety Critical Battery Pack Thermal Event VIN 93	S186782	Battery pack by itself, disconnected from any other devices	Nanjing
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NIKOLA

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33	7/10/2024	Safety Critical Battery Pack Thermal Event VIN 117	S197185	Battery pack by itself, disconnected from any other devices	Nanjing
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35	7/11/2024	Safety Critical Battery Pack Thermal Event VIN 93	S187724	Battery pack by itself, disconnected from any other devices	Nanjing
36	7/13/2024	Safety Critical Battery Pack Thermal Event VIN 103	S188568	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

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39	7/17/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
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41	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 151	S199696	Battery pack by itself, disconnected from any other devices	Nanjing
42	7/21/2024	Safety Critical Battery Pack Thermal Event VIN 18	S149805	Battery pack by itself, disconnected from any other devices	Nanjing
43	7/22/2024	Safety Critical Battery Pack Thermal Event VIN 114	S196767	Battery pack by itself, disconnected from any other devices	Nanjing

NIKOLA

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NIKOLA

Event Number	Date of Event	Event Type	Battery Pack SN	Operation mode at the event	Cell MFG Site
52	9/5/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
53	9/8/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing
54	10/2/2024	Safety Critical Battery Pack Thermal Event VIN Unknown	Unknown	Battery pack by itself, disconnected from any other devices. In Chinese pack isolation area (covered in sand).	Nanjing

EXHIBIT I

May Demand Letter

NIKOLA

May 20, 2024

CONFIDENTIAL – SENT BY EMAIL

Jay Kim
LG Energy Solution Ltd. (LGES)
Head of Commercial
buffalokim@lgensol.com

Re: Nikola/LGES

Dear Mr. Kim,

As you may know, Nikola and LGES have been working together since January of this year to determine the cause of Nikola battery electric vehicle (BEV) fires that occurred last year. Nikola's results, bolstered by three separate independent engineering consultants, continues to show a clear 100% correlation between LGES cells manufactured in China and all fire events. Nothing has changed in our claims or results in the last four months of working together. In fact, further testing which we have continued to share with you has bolstered this conclusion.

Nikola is interested in continuing to cooperate with LGES on this matter, but in light of the evidence pointing to the faulty battery cells manufactured in China, we would like to start a meaningful discussion that includes Nikola recovering some of its losses. Nikola estimates that it has suffered up to $1 billion in damages, a large part of which stems from reputational damage and related reduction in market capitalization due to these fires. In addition, Nikola has also spent tens of millions of dollars to issue a complete recall of its BEV fleet, redesign and begin replacement of thousands of battery packs, and work to regain its positive reputation as a truck manufacturer.

Notably, Nikola's recall event required the replacement of all battery packs on its BEV vehicles, which included LGES cells manufactured in both China and Korea. This substantially increased the associated cost and resulting damage from the faulty cell issue. As part of our remediation solution, Nikola is sourcing battery packs from a different supplier that incorporates a different LGES cell type manufactured in Korea.

A defect in the manufacture of LGES cells caused fires in Nikola vehicles. We believe a fruitful dialog would produce a settlement in the range of $250 million. Potentially, we could discuss not only a cash payment, but also a portion of the settlement as a credit toward future battery sales. Nikola is interested in avoiding any type of legal avenue to recover the significant damage it has sustained, at this time.

NIKOLA

We value LGES as a vendor and hope to continue to work together to make groundbreaking zero-emission commercial vehicles. Please contact me at your earliest convenience so we can begin an amicable discussion toward resolution.

Sincerely,



Britton Worthen

cc: David Kim, CEO, LGES dmkima@lgensol.com
Steve Girsky, CEO, Nikola stephen.girsky@nikolamotor.com
Mary Chan, COO, Nikola mary.chan@nikolamotor.com

EXHIBIT J

July Demand Letter

KASOWITZ BENSON TORRES LLP

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(212) 506-1700
FAX: (212) 506-1800

ATLANTA
HOUSTON
LOS ANGELES
MIAMI
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SAN FRANCISCO
SILICON VALLEY
WASHINGTON DC

Marc E. Kasowitz
Direct Dial: (212) 506-1710
Direct Fax: (212) 835-5010
mkasowitz@kasowitz.com

July 17, 2024

CONFIDENTIAL -- VIA EMAIL

Juan Oh
LG Energy Solution Ltd. (LGES)
Business Department VP, LGES
juanito@lgensol.com

Re: Nikola/LGES

Dear Mr. Oh:

We represent Nikola Corporation ("Nikola" or "Company") and write regarding defective Chinese-manufactured battery cells that LG Energy Solutions Ltd's ("LGES") sold to Nikola for use in Nikola's Tre BEV trucks ("BEVs"), which caused fires in Nikola's vehicles and forced the Company to issue a voluntary recall on August 15, 2023. As described herein, based on our investigation, which is ongoing, Nikola has strong claims against LGES for Nikola's substantial damages caused by the potentially life-threatening defect in the LGES battery cells manufactured in China, including breach of contract, among other potential tort-based causes of action not subject to the parties' contractual arrangements. Given the egregious, unconscionable, and shocking failure of the LGES' Chinese-manufactured cells, Nikola intends to pursue those claims. We write because we believe there is a limited opportunity to resolve this matter privately without litigation.

We understand that, beginning in June 2023, Nikola became aware of multiple fire events spontaneously occurring in Nikola's BEVs. As part of an official recall that was conducted in August 2023 due to an increased risk of fire in the battery packs after a second BEV experienced a similar fire incident, Nikola initially reported to NHTSA that the fires likely were the result of coolant leakage. Nikola's extensive investigation of several more fire incidents led the Company to conclude that the vehicle fires were caused by an alarming LGES battery cell defect causing localized cell self-discharge. Indeed, Nikola has determined with objective evidence that some LGES cells develop sidewall cracks ("Cell Cracks") that result in electrolyte leakage and eventual through-wall corrosion of the originating and adjacent cells, which can lead to a spontaneous fire.

The Nikola Tre BEV battery packs were constructed with LGES model INR21700M50L battery cells originating from two LGES manufacturing sites -- one in China and one in Korea. Nikola's investigation -- bolstered by three separate independent experts -- now has established that the Cell Cracks causing the alarming and potentially deadly vehicle fires have occurred only in LGES battery cells manufactured in China. No vehicles fires were caused by LGES cells manufactured in Korea.

Given the severe fire risk posed by the defective Chinese-manufactured cells -- which clearly are unreliable, volatile, and dangerous -- beginning in September 2023, Nikola removed all of the battery packs containing LGES cells (both Chinese and Korean manufactured) from its BEVs and placed them in an open field outside of the Company's manufacturing facilities. After relocating the packs, a significant number of the Chinese-manufactured battery cells continued to spontaneously combust. Indeed, from April 21, 2024 through July 15, 2024, Nikola observed 38 separate battery pack fire incidents (excluding the previous Nikola BEV fires that occurred between June and September 2023, and three additional battery pack fires that occurred between October and November 2023), all of which were built with LGES cells manufactured in China.

We understand that Nikola and LGES have been working together since January 2024 to determine why the Chinese-manufactured cells are defective and not as LGES represented. Nikola has provided LGES with a substantial amount of information regarding the Company's investigation and findings, and has kept LGES updated continually on the occurrence of additional battery pack fires, as detailed in the letters Nikola sent on May 20, June 7, June 10, June 12, June 18, June 25, June 30, July 10, and July 15. And, just recently, Nikola welcomed LGES to an onsite visit so that LGES personnel could inspect the relocated battery packs and review all relevant materials. During LGES's visit, Nikola shared video evidence of the relocated battery packs with Chinese-manufactured cells spontaneously combusting, and two such spontaneous fires occurred while LGES personnel were onsite.

Despite Nikola and LGES working together over the past several months, which has included further testing that Nikola has continued to share with LGES, nothing during that time has changed Nikola's determination that the BEV fires were caused by defective LGES cells manufactured in China. Indeed, Korean-manufactured cells have gone through the exact same process and testing as the defective Chinese-manufactured cells but not one has spontaneously combusted. LGES's purported alternative explanation for the cause of the BEV fires -- that defects in the manufacturing of the battery packs (specifically, over-welding) is the root cause of the fires -- is speculative, unfounded, and meritless for the following reasons.

First, we understand that the manufacturing process and production timelines for the battery packs were the same for both Korean-manufactured and Chinese-manufactured cells. Indeed, because both types of cells -- Korean-manufactured and Chinese-manufactured -- were welded using an identical process on the same manufacturing lines, both types of cells on average would in theory exhibit equal levels of over-welding across the population. Thus, if

over-welding were in fact the cause of the vehicle fires as LGES contends -- which it is not -- then spontaneous combustion should occur with equal frequency in both the Korean-manufactured and Chinese-manufactured cells. Yet, throughout Nikola's lengthy and thorough investigation and testing, only the Chinese-manufactured cells -- and not a single Korean-manufactured cell -- have spontaneously combusted.

Second, we understand that Nikola conducted "heat soaking" tests on "fresh" (non-welded) Korean-manufactured and Chinese-manufactured cells. Because the tests were performed on LGES cells that never before had been a part of Nikola's battery pack manufacturing and welding process, any Cell Cracks that developed during the tests therefore could not have been caused by -- as LGES theorizes -- "over-welding" by Nikola during pack production. While the results of the tests showed the development of a crack in certain Chinese-manufactured cells, no cracks developed in the Korean-manufactured cells.

Third, we understand that an independent expert performed validation and tests for several aspects of the LGES cells, including establishing a specific mechanism on how the Cell Cracks develop. The validation and tests were performed not only for both Korean-manufactured and Chinese-manufactured cells, but also for "welded" and "fresh" Korean-manufactured and Chinese-manufactured cells. The independent expert found that there was no specific correlation indicating that Cell Cracks were caused by welded cells compared to fresh cells, and that there was no systemic difference in weld quality between Korean-manufactured and Chinese-manufactured cells.[1]

Based on our ongoing investigation and understanding to-date, LGES's defective Chinese-manufactured cells has caused substantial harm, which the Company estimates as up to $1 billion in damages. Indeed, Nikola's damages include, among others: (i) tens of millions of dollars that Nikola expended to issue a complete recall of its BEV fleet, redesign and begin replacement of thousands of battery packs on its BEV vehicles, and work to regain its positive reputation as a truck manufacturer; (ii) increased costs associated from Nikola having to source battery packs from a different supplier that incorporates a different LGES cell type manufactured in Korea; (iii) tens of millions of dollars in lost revenue due to the Company's inability to sell BEVs for over a year; (iv) costs and fees incurred by the Company in connection with defending against a lawsuit related to the BEV recall, including any potential damage award or settlement cost; and (v) hundreds of millions of dollars in reputational damage and related reduction in market capitalization due to the vehicle fires caused by LGES's defective cells.

While we understand that LGES contends that the "Sales Contract" between the parties may prevent Nikola from recovering certain categories of damages for harm it has suffered as a result of LGES's defective product, issues concerning Nikola's recoverable damages will

[1] Given that LGES has refused to accept responsibility for the defect in the Chinese-manufactured cells, Nikola requests that, under § 16(5) of the Sales Contract, and as LGES referenced in its May 24 letter, the parties "select a single neutral authorized inspection agency to investigate the cause and identify the party liable for the defect."

undoubtedly be the subject of litigation. Indeed, a fact-finder could very well find that, given the potentially life-threating spontaneous combustions that the defective battery cells caused in Nikola's BEVs, the Sales Contract does not bar Nikola from recovering the full extent of its losses given that LGES's egregious conduct and gross failures "shock the conscience." And, regardless of the Sales Contract, Nikola also may have causes of action under legal theories not subject to the contract, such as fraudulent inducement, among others, that could expose LGES to damages far greater than those described in LGES's May 24 letter, including consequential and punitive damages.

This letter is not meant to be a full recitation of the facts and legal issues, as our investigation is still ongoing. To that end, this letter serves as formal, written notice that LGES must preserve, and prevent the deletion of, all documents, tangible things and electronically stored information and data on current or former computer systems, as well as other electronic media and devices, including but not limited to email, text messages, and any messaging applications. As such, please preserve and retain all electronic data generated or received by you about LGES's battery cells -- both battery cells sold to Nikola and battery cells of the same model number sold to other LGES customers -- including any and all information concerning the spontaneous combustions occurring with those cells, as well as any documents, communications, or data about the claims and facts asserted herein.

Rather than immediately commencing proceedings,[2] we are reaching out to see if LGES would like to seek a good-faith resolution of this matter, which potentially could put LGES's reputation at risk given the serious and shocking nature of these events, and to understand if LGES intends to properly compensate Nikola for the harm it has suffered. There is a short window for any such discussions, and we therefore request that you contact me no later than close of business on Wednesday, July 24, 2024, if you wish to discuss this matter further.

Nothing contained in this Letter is intended to create or constitute a waiver, modification, relinquishment or forbearance of any of Nikola's rights and remedies, all of which are hereby expressly retained and reserved.

Sincerely,

Marc E. Kasowitz

[2] Given that Nikola initially reported to the NHTSA that the BEV fires likely were the result of coolant leakage, Nikola also is assessing whether to provide the NHTSA with the Company's updated findings establishing that the fires were caused not by coolant leakage but by an LGES battery cell defect causing localized cell self-discharge.

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EXHIBIT K

LG Response

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July 24, 2024

CONFIDENTIAL - BY EMAIL

Marc E. Kasowitz, Esq.
Kasowitz Benson Torres LLP
1633 Broadway
New York, New York 10019-6708

Re: Nikola Corporation / LG Energy Solution, Ltd.

Dear Mr. Kasowitz:

We were recently retained by LG Energy Solution, Ltd. ("LG Energy") following its receipt of your July 17, 2024 letter. See July 17, 2024 Corresp. fr. M. Kasowitz to J. Oh. Inasmuch as we were only retained a few days ago, however, and inasmuch as LG Energy received your July 17, 2024 letter only a week ago, our review of the documents and information relevant to the claims you are asserting on behalf of Nikola Corporation ("Nikola") is just commencing.

Accordingly, we are not currently in a position to respond to each of the claims and assertions in your fairly lengthy letter. See July 17, 2024 Corresp. fr. M. Kasowitz to J. Oh at passim (five-page letter addressing events that date back well over a year ago). But based on an initial review of the September 15, 2021 Sales Contract between Nikola and LG Energy (the "Sales Contract") as well as an initial consultation with our client, we can state that LG Energy disputes a number of the claims and assertions in your letter as well as your characterization of terms of the Sales Contract itself. We also call your attention to the July 13, 2023 Termination And Release Agreement ("Release Agreement") between Nikola and LG Energy, which appears to go unmentioned in your July 17, 2024 letter. See id.

Notwithstanding the above, LG Energy is interested in pursuing "a good-faith resolution of this matter" and accepts the invitation in your July 17, 2024 letter to do so. See July 17, 2024 Corresp. fr. M. Kasowitz to J. Oh at 4. To make our discussions as fruitful as possible, we would appreciate receiving at your earliest convenience all communications of Nikola, its agent and/or attorneys with the National Highway Traffic Safety Administration (a/k/a NHTSA). We would also appreciate receiving copies of the insurance agreements referenced in Paragraph 17 of the Sales Contract as well as all correspondence between Nikola and its insurance carriers regarding the matters addressed in your July 17, 2024 letter. See Sales Contract at § 17.

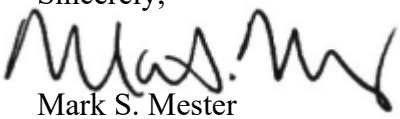
Please allow this letter to serve as formal, written notice that Nikola and its agents and attorneys must preserve and prevent the destruction of all documents, tangible things and

electronically-stored information and data (including but not limited to all emails, text messages and texting applications) regarding any of the matters addressed in your July 17, 2024 letter.

LG Energy expressly reserves all of its rights under the Sales Contract, the Release Agreement and all other applicable laws in the United States as well as Korea. Nothing contained herein shall constitute or be deemed to be a waiver, modification, relinquishment or forbearance thereof.

Please direct all further communications on this matter exclusively to our firm and me, as counsel for LG Energy, and please feel free to contact my colleague, Jason Burt, or me to discuss this matter. I can be reached at the email address and telephone number noted above, and Jason can be reached at (202) 637-3359 and jason.burt@lw.com.

Sincerely,



Mark S. Mester
of LATHAM & WATKINS LLP

cc: Jason R. Burt, Esq.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Nikola Corp., *et al.*,[1]	Case No. 25-10258 (TMH)
Debtors.	(Jointly Administered)

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of August, 2025, I caused to be filed with the Court electronically, and I caused to be served a true and correct copy of the *Motion of the Official Committee of Unsecured Creditors for an Order Pursuant to Bankruptcy Rules 2004 and 9016 Authorizing the Issuance of a Subpoena to LG Energy Solution, Ltd. for the Production of Documents* upon the parties that are registered to receive notice via the Court's CM/ECF notification system, and additional service was completed by electronic mail or U.S. First-Class Mail, postage prepaid thereon, on the parties on the attached service list.

/s/ Brya M. Keilson
Brya M. Keilson (DE Bar No. 4643)

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), together with the last four digits of each Debtor's federal tax identification number, are: Nikola Corporation (registered to do business in California as Nikola Truck Manufacturing Corporation) (1153); Nikola Properties, LLC (3648); Nikola Subsidiary Corporation (1876); Nikola Motor Company LLC (0139); Nikola Energy Company LLC (0706); Nikola Powersports LLC (6771); Free Form Factory Inc. (2510); Nikola H2 2081 W Placentia Lane LLC (N/A); 4141 E Broadway Road LLC (N/A); and Nikola Desert Logistics LLC (N/A). The Debtors' mailing address is PO Box 27028, Tempe, AZ 85285.

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