Confidential

CONTRIBUTION AND MUTUAL RELEASE

This CONTRIBUTION AND MUTUAL RELEASE (this "**Agreement**") is entered into by and between **SOUTHERN COMPANY SERVICES, INC.** ("**SCS**") and **SOUTHERN RESEARCH INSTITUTE** ("**SR**") (SCS and SR are sometimes referenced herein collectively as the "**Parties**"). This Agreement is deemed effective and binding upon the Parties hereto as of the date last signed below (the "**Effective Date**").

BACKGROUND

SCS and SR are parties to certain agreements, including the following: (i) Agreement for the Design and Construction of a Pilot-Scale Combustion Facility Between Southern Company Services, Inc., and Southern Research Institute dated September 14, 1987 (the "**Construction Agreement**") and (b) Agreement for the Operation of a Pilot-Scale Combustion Facility Between Southern Company Services, Inc., and Southern Research Institute dated February 3, 1988, as amended from time to time (the "**Operation Agreement**") for the design, construction, and operation of a combustion facility located on SR's premises (the "**Facility**"). The Construction Agreement and the Operation Agreement may be referred to collectively as the "**Facility Agreements.**"

The Parties now wish to terminate any remaining obligations under the Facility Agreements, conclude all operations of the Facility, and allow for SR to decommission the Facility;

SCS wishes to contribute to SR's demolition and decommissioning of the Facility;

The Parties have evaluated any possible claims under the Facility Agreements or otherwise arising out of and related to the Facility and, in exchange for the Contribution Amount (defined below) from SCS, grant mutual releases for any further obligations arising out of or related to the Facility.

NOW, THEREFORE, for the mutual covenants, agreements, representations and consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. INCORPORATION. The above Recitals are true and correct in all material respects and shall constitute an integral part of this Agreement.

2. CONTRIBUTION AMOUNT. SR agrees to accept, and SCS agrees to pay, the aggregate Redacted in exchange for a full and final release of any Claims (as defined below). SCS waives any claim to residual or salvage value arising out of or related to SR's decommissioning of the Facility.

3. PAYMENT. The Contribution Amount will be paid to SR within five (5) business days of the Effective Date.

4. RELEASE. For and in consideration of the Contribution Amount and upon payment identified in Paragraphs 2 and 3 above, the sufficiency of which is hereby acknowledged, each Party does hereby release, acquit, and forever discharge the other Party and each of their respective sureties, insurers, successors, predecessors, assigns, officers, directors, stockholders, attorneys, employees, agents, and representatives from any and all manner of actions, controversies, suits, liens, lawsuits, debts, dues, damages, claims, warranty claims, judgments, bonds, executions, and demands of every nature, kind and description

whatsoever, in law or in equity, which they now have or hereafter can, shall or may have at any time hereafter arising out of any issues, of any kind, relating to the Facility or the Facility Agreements (the "Claims").

5. OWNERSHIP. The Parties agree that all right, title, and interest held by SCS, if any, in and to the Facility and the equipment, structures, improvements, fixtures, parts, and tangible personal property located therein hereby vest solely and exclusively in SR.

6. DEMOLITION AND DECOMMISSIONING OF THE FACILITY. The Parties agree SCS is not responsible, in whole or in part, for the demolition and decommissioning of the Facility. Subject to Sections 2 and 3 above, SR agrees to be solely responsible for the demolition and decommissioning of the Facility and reserves the right to contract with third parties to facilitate all or part of these activities.

7. NO ADMISSION OF LIABILITY. Each Party acknowledges that the payment of, and receipt of, the foregoing Contribution Amount shall not be construed as an admission of liability on the part of the other Party, and should not be so construed.

8. WARRANTIES. The Parties represent and warrant that they have not assigned all or any portion of the rights, titles, or interests in or with respect to the matters released hereunder, and that no trustee in bankruptcy or assignee for the benefit of creditors has any right to the claims hereby released.

9. CONFIDENTIALITY. Except with the prior written consent of the other Party, this Agreement and its terms and conditions are strictly confidential and may not be distributed, disclosed, or summarized by a Party to any individual, person or entity, in any way, in whole or in part, with the following exceptions: (a) to the Parties' respective affiliates, officers, directors, shareholders, attorneys, employees, and accountants; (b) in connection with the enforcement of any terms and conditions of this Agreement; and (c) in response to due process of law, provided however, with respect to this subpart only, the Parties shall be notified of the same and shall have an opportunity to seek a protective order or to quash or limit any such service of process.

10. TERMINATION OF THE FACILITY AGREEMENTS. The Parties agree that to the extent any of the Facility Agreements remain in effect, all such agreements are terminated upon the execution of this Agreement.

11. GENERAL TERMS & CONDITIONS. The Parties further state as follows:

(a) This Agreement shall be governed by and construed pursuant to the laws of the State of Alabama, without regard to its choice of law provisions;

(b) This Agreement sets forth the entire agreement between the parties regarding settlement and fully supersedes any and all prior agreements or understandings between the parties pertaining to settlement;

(c) The Parties represent that they have read this Agreement in its entirety and that, after receiving advice from independent legal counsel, warrant that they fully understand this Agreement and the legal effect of its terms;

(d) This Agreement may be waived, amended, modified, or supplemented only by an agreement in writing signed by both Parties hereto;

(e) Each individual signing this Agreement warrants and represents that that he/she is duly authorized to execute this Agreement and that he/she is acting within the scope of such authority and that he/she is voluntarily binding such Party to this Agreement; and

(f) This Agreement may be signed in counterparts and facsimile or e-mail copies thereof, including signatures, are as valid as an original.

IN WITNESS WHEREOF, the duly authorized representatives of SCS and SR have executed this Agreement as of the Effective Date.

SOUTHERN COMPANY SERVICES, INC.

By: _____

Name: STEVE M. WILSON

Title: GM, R&D

Date: 11/16/18

SOUTHERN RESEARCH INSTITUTE

By: _____

Name: James J. Baum

Title: Chief Financial Officer

Date: November 9, 2018