THIS DRAFT DOES NOT CONSTITUTE A BINDING OFFER AND PROVIDES NO BASIS FOR AN AGREEMENT BY ESTOPPEL OR OTHERWISE. GPC RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THIS DRAFT AT ANY TIME. ANY ACTION TAKEN BY A PARTY IN RELIANCE ON THE TERMS IN THIS DRAFT OR ON ANY STATEMENT MADE DURING NEGOTIATIONS REGARDING THIS DRAFT WILL BE AT THAT PARTY'S OWN RISK. UNTIL GPC HAS COMPLETED ITS DUE DILIGENCE AND THIS AGREEMENT IS NEGOTIATED, APPROVED BY MANAGEMENT AND THE COMMISSION, EXECUTED, AND DELIVERED, NO PARTY WILL HAVE ANY LEGAL OBLIGATION, EXPRESS OR IMPLIED, OR ARISING IN ANY OTHER MANNER UNDER THIS DRAFT OR IN THE COURSE OF ANY NEGOTIATIONS.

Asset Purchase Agreement
for
CARES 2023 Utility Scale RFP
at
#ProjectName#
between
Georgia Power Company
and
#SellerLegalName#

Dated as of #Date#

This agreement contains confidential information for use by GPC, Seller, or their Affiliates only; do not disclose, copy, or scan for any other purpose, except to the extent required by Law or allowed by contract.

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DISCLOSURE SCHEDULES

[To be completed as part of APA finalization]

SCHEDULE OF DEFINED TERMS

This APA uses the defined terms identified in this *Schedule of Defined Terms* or in the body of this APA and the rules of construction described in Section 10.11 (*Contract Interpretation*).

Acquisition Proposal: Any offer, proposal, inquiry, or indication of interest from any third party relating to any transaction involving any acquisition or purchase or sale of, or similar transaction by, any Person (other than GPC) of all of any portion of the Project or the Project Assets.

Action: Any demand, complaint, claim, action, legal proceeding (whether at Law or in equity), investigation, request for information, arbitration, hearing, audit, or suit commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

Affiliate: For any specific Person, any other Person directly or indirectly controlling or controlled by, or under common control with such specified Person. For purposes of this definition, "control," when used with respect to any entity, means the power to direct the management and policies of such entity, directly, or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this APA, it is assumed that the direct or indirect owner of 50% or more of the outstanding stock or other equity interest of a Person has "control" of such Person; the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Affiliate Arrangement: As defined in Section 3.26 (*Affiliate Arrangements*).

After-Tax Basis: With respect to a given payment required to be made to any Person, the amount of such payment ("**Base Payment**") supplemented by a further payment ("**Additional Payment**") to that Person so that the sum of the Base Payment plus the Additional Payment will, after deduction of the amount of all income taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account the net present value of any reduction in such income taxes resulting from tax benefits realized by the recipient as a result of the payment or the event giving rise to the payment), be equal to the amount required to be received. Such calculations will be made on the basis of the highest generally applicable federal, state, and local income tax rates applicable to the Person for whom the calculation is being made for all relevant periods and will take into account the deductibility of state and local income taxes for federal income tax purposes.

ALTA Survey: A current survey, with respect to each parcel of real property described in the pro forma Title Policy, prepared and certified by the Surveyor and conforming to the 2016 ALTA/ASCM Minimum Standard Detail Requirements for Land Title Surveys (including items 1, 3, 4, 8, 11, and 16 (if a wetlands delineation is available) of Table A) and disclosing the location of all existing improvements, plottable easements, encroachments, roadways, utility lines, set back lines, and other matters shown customarily on solar project surveys, and showing access affirmatively to public streets and roads.

Amended Commission Certificate: An amendment to the Commission Certificate issued by the Commission during the Term.

APA: This Asset Purchase Agreement for CARES 2023 Utility Scale RFP at #ProjectName# entered into between GPC and Seller, including all Exhibits and Schedules, including the Seller Disclosure Schedule.

Apprenticeship Requirements: The requirements of Code sections 45(b)(8), 45Y(g)(10), 48(a)(11), and 48E(d)(4), as applicable, and any guidance or other legal authorities applicable thereto, including any guidance published or issued by the U.S. Department of the Treasury (including any guidance issued by the IRS) or the U.S. Department of Labor.

Assignment Agreement: Assignment Agreement entered into by Seller and GPC at the Closing, in substantially the form of Exhibit D (*Form of Assignment Agreement*) attached to this APA.

Assumed Liabilities: As defined in Section 1.1.4 (*Assumed Liabilities*).

Bankruptcy Code: Title 11 of the United States Code, as amended from time to time, or any similar federal or state Law for the relief of debtors.

Bankruptcy Laws: The Bankruptcy Code and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization, or similar debtor relief Law of the United States or any other applicable jurisdiction in effect from time to time.

Benefit Plan: As defined in Section 3.22.2 (*Employee Benefit Plans*).

Bill of Sale: Bill of Sale and Assignment Agreement to be entered into by Seller and GPC at the Closing, in substantially the form of Exhibit C (*Form of Bill of Sale*) attached to this APA.

Books and Records: All data, books, records, files, documents, instruments, papers, correspondence that can be reasonably and practically provided, journals, deeds, licenses, Permits, Resource Data, computer files and programs, studies and reports (including environmental and construction studies and reports), annual operating plans, monthly operating reports, operating logs, operation and maintenance records, purchase orders, safety and maintenance manuals, incident reports, standard OSHA logs, engineering design plans, blue prints and as-built plans, records, drawings, specifications, test reports, quality documentation and reports, hazardous waste disposal records, training records, procedures and similar items, in each case: (a) in all formats in which they are reasonably and practically available, including electronic, where applicable; and (b) in the possession or control of Seller or its Affiliates and to the extent the same relate to Seller, the Project Real Property or the Project, including the Project Assets, but excluding any Excluded Assets.

Burdensome Condition: Any requirement, term, obligation, condition, or other measure imposed on GPC, its Affiliates, the Project, or any of the Project Assets by a Governmental Authority in connection with the Commission Certificate or any other Consent required to be obtained by GPC in connection with this APA or the transactions contemplated by this APA that, individually or in the aggregate with any other requirement, term, obligation, condition, or other measure: (a) requires GPC to sell, divest, or dispose of any asset or business of GPC or any of its Affiliates; (b) would reasonably be expected to be adverse to GPC's ability to operate the Project, the Project Assets, or other assets or businesses of GPC or any of its Affiliates in any material respect; (c) would prohibit or limit the ownership of any portion of the Project, the Project Assets, or any other assets or businesses of GPC or any of its Affiliates; (d) results in less than all of the Project Assets or less than all of the Purchase Price being eligible for inclusion in GPC's rate base, prohibits GPC from recovering the transaction costs relating to the transactions contemplated by this APA, or prohibits GPC from deferring the incremental net costs and benefits associated with the transactions contemplated by this APA between the Closing and GPC's next rate case proceeding; or (e) would otherwise reasonably be expected to have a material adverse effect on GPC.

Business Day: Any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

Claim: Any loss, damage, cost, expense, or Liability (on an After-Tax Basis) for any damage or claim (including any demand, suit, settlement, judgment, penalty, fine, proceeding, or action of any kind) for: (i) personal or bodily injury (including death); (ii) property damage (including loss of use); (iii) defects; (iv) infringement; (v) monetary damage or expense; or (vi) equitable relief, including all Claim expenses (e.g., actual attorneys' fees reasonably incurred; investigation, defense, litigation, court, arbitration, or mediation costs; and expert, consultant, arbitrator, or mediator fees or expenses and bond expense).

Closing: As defined in Section 2.1.1 (*Closing Date*).

Closing Date: The date that the Closing occurs.

Closing Date Letter of Credit: A Letter of Credit delivered by Seller to GPC on the Closing Date, in an amount equal to 5% of the Purchase Price, to secure post-Closing liabilities.

Closing Title Endorsements: The title insurance endorsements in substantially the forms attached to this APA as Exhibit F (*Closing Title Endorsements*), together with any other endorsement GPC may reasonably require following its review of the Updated Surveys, and any preliminary title commitment or report prepared by the Title Company with respect to the Project Real Property.

Code: The Internal Revenue Code of 1986, as amended.

Commission: The Georgia Public Service Commission, or any Governmental Authority succeeding to the powers and functions of the Commission.

Commission Certificate: Certificate of Public Convenience and Necessity for this APA issued by the Commission.

Confidential Information: Business or technical information rightfully in the possession of either Party that derives actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by any Person who can obtain economic value from its disclosure or use, including information furnished or disclosed to the other Party in connection with discussions leading up to execution of this APA, including this APA. Seller must designate Confidential Information as confidential in writing on each page of a document contemporaneously with Seller's supply of the information to GPC. Confidential Information does not include information that: (i) is or becomes publicly available other than because of a violation of this APA; (ii) was, at the time of the disclosure, already in receiving party's possession; (iii) is disclosed to receiving party by a third party who, to receiving party's knowledge, is not prohibited from disclosing the information under any agreement; (iv) receiving party develops or derives without the aid,

application, or use of the privileged or proprietary information; or (v) receiving party is required to disclose pursuant in accordance with applicable Law.

Consent: Any approval, consent, authorization, or other applicable requirement with respect to the Project or this APA from any Governmental Authority, including all applicable environmental certificates, licenses, permits, and approvals and any federal or state compliance program that GPC is or becomes subject to at any time.

Contract: Any oral or written contract, lease, sublease, use or occupancy agreement, license (other than a Permit), evidence of indebtedness, mortgage, indenture, purchase order, binding bid, letter of credit, security agreement, undertaking, or other agreement that is legally binding.

Contract Consent: As defined in Section 5.13.1 (*Project Contracts*).

Counterparty: As defined in Section 5.13.1 (*Project Contracts*).

Credit Support: Any letter of credit, guarantee, bond, cash collateral, or other credit assurance of a comparable nature.

Creditworthy: A Person: (i) with an investment grade rating from two of the three Rating Agencies that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least: (a) BBB- by S&P, if rated by S&P; (b) Baa3 by Moody's, if rated by Moody's; and (c) BBB- by Fitch, if rated by Fitch, respectively; and (ii) that has satisfactory and verifiable creditworthiness determined in GPC's sole discretion.

Data Site: The website established by Seller for purposes of this APA, to which GPC has been provided access.

Deed/Lease Assignment: General Warranty Deed/Lease Assignment to be entered into by Seller and GPC at the Closing, in substantially the form of Exhibit E (*Form of Deed/Lease Assignment*) attached to this APA.

Deemed PWA Compliance: As defined in Section 3.19(xi) (*Tax Benefits*).

Delay Liquidated Damages: As defined in Section 2.1.4 (*Delay Liquidated Damages*).

Effective Date: The date that the last Party signs this APA.

Electric System: The network of electric generation, transmission, or distribution facilities owned or operated by GPC or other electric utilities.

Eligible Collateral: A Letter of Credit, a Seller Guaranty, or cash deposited into a Security Account, or as otherwise deposited with GPC as the Parties may agree. However, at least 50% of any Eligible Collateral required under any provision of this APA must be in the form of either a Letter of Credit or cash whenever a Seller Guarantor supplying a Seller Guaranty under this APA has an investment grade rating such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is not rated at least BBB by S&P, or at least Baa2 by Moody's, or at least BBB by Fitch. For purposes of the immediately preceding sentence, a Person is not required to have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from each of S&P, Moody's and Fitch, but must have the requisite senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) as set forth above from at least two (2) of the three (3) Rating Agencies.

Emerging Contaminants: Chemicals and other substances not currently regulated under any Environmental Law that: (a) have been discovered in natural streams; and (b) potentially cause a deleterious effect in aquatic life, including vegetation and water quality, at environmentally relevant concentrations, including per- and polyfluoroalkyl substances.

Environmental Attributes: Either (i) all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, including RECs, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates, and RECs, CO2 credits, and emissions reduction credits, and all those that otherwise arise or result from the generation of Energy from the Project, and all those arising or resulting from the existence of the Project): (a) howsoever titled and whether known or unknown; (b) whether existing as of the Effective Date or at any time during the Term; and (c) whether the Environmental Attributes have been certified or verified under any renewable standard, including all those that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, or other environmental program, incentive mandate, or objective, in each case whether voluntary or mandatory; or (ii) all environmental benefits GPC otherwise would have realized from or related to the Project if GPC, rather than Seller, had constructed,

owned, or operated the Project, as applicable. Environmental Attributes do not include: (i) any federal, state, or local tax attribute arising from ownership of the Project, including any ITC, PTC, or depreciation deduction; or (ii) any grant in lieu of any ITC, or any similar financial payment or grant with respect to the Project.

Environmental Condition: The Release to the environment of a Hazardous Substance, including any migration of a Hazardous Substance through air, soil, or water.

Environmental Law: Any applicable Law that relates to pollution, occupational safety, protection of occupational health, or the protection of the environment, including: (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; (b) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; (d) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (e) the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. § 5101 et seq.; (f) the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; (g) the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; (h) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; (i) the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; (j) the Federal Insecticide, Fungicide, & Rodenticide Act, 7 U.S.C. § 136 et seq.; (k) the Endangered Species Act, 16 U.S.C. § 1531 et seq.; (l) the Clean Water Act, 33 U.S.C. § 1251 et seq.; (m) National Environmental Policy Act, 42 U.S.C. § 55 et seq.; (n) the Migratory Bird Treaty Act, 16 U.S.C. § 703 et seq.; (o) the Bald and Golden Eagle Protection Act; (p) Archeological Resources Protection Act, 16 U.S.C. § 470aa et seq.; (q) National Historic Preservation Act, 54 U.S.C. § 300101 et seq.; and (r) state equivalents to items (a) through (q). However, the term "Environmental Law" does not include any Law relating to worker health or safety matters to the extent not related to human exposure to hazardous or toxic materials, wastes, or substances.

ERISA: Employee Retirement Income Security Act of 1974.

ERISA Affiliate: Any entity that, together with a Person, would be deemed a single employer within the meaning of Code Section 414(b), (c), or (m), or ERISA Section 4001(b).

Excluded Assets: The items listed in Section 1(a) of the Seller Disclosure Schedule.

Excluded Liabilities: As defined in Section 2.1.4 (*Excluded Liabilities*).

Existing Title Insurance Policy: ALTA Owner's Policy of Title Insurance No. [●], dated [●], issued by the Title Company.

FERC: Federal Energy Regulatory Commission, or any Governmental Authority succeeding to the powers and functions thereof.

FERC Approval: [***Placeholder for description of FERC approval***]

Financial Statements: As defined in Section 3.16.1 (*Seller Financial Statements*).

Fitch: Fitch Ratings Ltd. or its successor. If Fitch ceases to exist or publish ratings, Fitch will mean a nationally recognized rating agency mutually agreed upon by the Parties.

GAAP: Generally accepted accounting principles in the United States of America, as modified from time to time.

Good Faith Efforts: As defined in Section 3.19(xi) (*Tax Benefits*).

Governmental Authority: Any court, tribunal, arbitrator, authority, agency, commission, legislative body, official, or other instrumentality of the United States or any foreign, state, county, city, or other political subdivision or similar governing entity, and including any governmental, quasi-governmental, or non-governmental body administering, regulating, or having general oversight over electric reliability or gas, electricity, power, or other markets.

GPC: Georgia Power Company, a Georgia corporation, which is a subsidiary of Southern Company, and any successor or permitted assign.

GPC Closing Certificate: As defined in Section 6.3.3(v) (*Closing Deliveries*).

GPC Fundamental Representations: The representations and warranties set forth in Section 4.1 (*Organization; Existence*), Section 4.2 (*Authorization; Enforceability*), and Section 4.7 (*Brokers*).

GPC Material Adverse Effect: Any change, event, circumstance, development, occurrence, or effect that, individually or in the aggregate with any other change, event, circumstance, development, occurrence, or effect, would reasonably be expected to prevent, or materially delay, the ability of GPC to perform its obligations under this APA or consummate the transactions contemplated by this APA.

Hazardous Activity: The distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment, or use of a Hazardous Substance, or any other act, business, operation, or activity that increases the danger, or poses a risk of harm, to the environment.

Hazardous Substance: Any substance or material listed, defined, or classified as a pollutant, contaminant, hazardous substance, hazardous material, toxic substance, toxic pollutant, hazardous waste, or words of similar import under any Environmental Law, including, petroleum, petroleum products, polychlorinated biphenyls, flammable materials, explosives, radioactive materials, urea formaldehyde foam insulation, and friable asbestos.

HSR Act: Hart-Scott-Rodino Antitrust Improvements Act of 1976.

Improvements: With respect to any Project Real Property, all buildings, structures, improvements, fixtures, component parts, and other constructions on the property, including all construction works in progress, all of which are listed in Section 3.14.1(ii) of the Seller Disclosure Schedule.

Indebtedness: Of any Person means all of the following, without duplication: (i) obligations of such Person for borrowed money evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (ii) purchase money indebtedness of such Person constituting an obligation to pay the deferred purchase price of property or services, other than trade payables incurred in the ordinary course of business; (iii) lease obligations of such Person that are capitalized on the balance sheet of such Person in accordance with generally accepted accounting principles; (iv) liabilities of a second Person secured by any lien on any property of such first Person, whether or not such liabilities have been assumed by such first Person; (v) liabilities of such Person with respect to letters of credit or applications or reimbursement agreements therefor; (vi) net obligations of such Person under any swap or hedging agreement; and (vii) indebtedness of such Person owing under direct or indirect guarantees of indebtedness of any other Person or constituting obligations to purchase or acquire or to otherwise protect or insure a creditor against loss in respect of indebtedness of any other Person, excluding endorsements of negotiable instruments for deposit or collection in the ordinary course of business.

Indemnification Claim: As defined in Section 8.5 (*Notice of Proceeding*).

Indemnified GPC Parties: As defined in Section 8.3 (*Indemnification by Seller*).

Insolvency: With respect to a Person, that the Person: (a) commences a voluntary case under the Bankruptcy Code; (b) files a petition seeking to take advantage of any Bankruptcy Laws; (c) consents to or fails to contest in a timely and appropriate manner any petition filed against it in an insolvency case under the Bankruptcy Laws; (d) applies for, or consents to, or fails to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the like of itself or of a substantial part of its assets; (e) becomes insolvent, admits in writing its inability to pay, or generally not be paying, its debts (other than those that are the subject of bona fide disputes) as they become due; (f) makes a general assignment for the benefit of creditors; (g) takes any action for the purpose of effecting any of the foregoing; or (h) has a case or other proceeding commenced by a third party against it seeking: (i) relief under any Bankruptcy Laws; or (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Person of all or any substantial part of its assets, and the case or proceeding continues undismissed or unstayed for a period of 60 days.

Intellectual Property: Trademarks, trade names, patents, service marks, brand marks, brand names, computer programs, databases, trade secrets, know-how, industrial designs, copyrights, and other similar intellectual property rights.

Interconnection Agreement: The agreement between Seller and the applicable Interconnection Provider containing terms and conditions governing the interconnection and parallel operation of the Project with the Electric System.

Interconnection Provider: The owner or operator of the Electric System responsible for providing transmission interconnection service to the Project.

Interim Balance Sheet: As defined in Section 3.16.1 (*Seller Financial Statements*).

Interim Balance Sheet Date: As defined in Section 3.16.1 (*Seller Financial Statements*).

Interim Period: The period beginning on the date of this APA, and ending at the Closing.

IRS: The Internal Revenue Service or any Governmental Authority succeeding to the powers and functions of the IRS.

ITC: The investment tax credit under Sections 48 and 48E of the Code.

Knowledge: With respect to a Party, the actual knowledge after reasonable due inquiry.

Law: With respect to any Person, any statute, law, standard, code, principle of common law, treaty, ordinance, rule, constitution, administrative interpretation, regulation, Order, Permit, writ, injunction, directive, judgment, decree, or other requirement of any Governmental Authority applicable to the Person, or any of its assets or properties.

Letter of Credit: An irrevocable standby letter of credit that: (i) is substantially in the form set forth in Exhibit B (*Form of Standby Letter of Credit*); (ii) is issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least 10 billion dollars ($10,000,000,000) and having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch; and (iii) is otherwise acceptable to GPC in GPC's sole discretion.

Liability: With respect to any Person, any liability, indebtedness or obligation of that Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, due or to become due.

Lien: Any charge, claim, lien, option, encumbrance, mortgage, deed of trust, pledge, assessment, lease, levy, security interest, equitable interest, easement, restrictive covenant, encroachment, title imperfection, conditional sale or other title retention arrangement, purchase right, right of first refusal, right of first offer, or other restriction on use, transfer, voting, receipt of income, or exercise of any other attribute of ownership.

Objectionable Title and Survey Matters: All matters shown on the Title Commitments or the ALTA Survey (other than Permitted Liens) that GPC has identified as requiring cure, including title matters that: (a) relate to a fee mortgage that is superior to any Real Property Agreements that could be cured by the provision of a non-disturbance and attornment agreement acceptable to GPC in its reasonable discretion, or the payment of funds to have the mortgage released; (b) relate to overdue tax payments, mechanics liens, judgment liens, or other, similar liens on the fee property that could be released with the payment of funds; (c) as to each individual non-monetary Lien, could be cured with the payment of monetary consideration; (d) could be cured with endorsements to the Title Policy that are acceptable to GPC in its reasonable discretion and required to address Objectionable Title and Survey Matters; (e) if not cured could materially detract from the value or materially interfere with the operation of the Project, as determined by GPC in its reasonable discretion; or (f) [_____][1].

Order: Any award, decision, injunction, judgment, order, writ, decree, ruling, subpoena, or verdict entered, issued, made, or rendered by any Governmental Authority that possesses competent jurisdiction (in each case, whether preliminary or final).

Organizational Documents: (a) With respect to any corporation, its articles or certificate of incorporation and bylaws; (b) with respect to any limited liability company, its articles or certificate of organization or formation and its operating agreement or limited liability company agreement or documents of similar substance; (c) with respect to any limited partnership, its certificate of limited partnership and partnership agreement or governing or organizational documents of similar substance; and (d) with respect to any other entity, governing or organizational documents of similar substance to any of the foregoing and in the case of each of clauses (a) through (d), in effect from time to time.

Outside Date: As defined in Section 9.1.1 (*Termination for Failure to Close by Outside Date*).

Party or **Parties**: As defined in the preamble of this APA.

Performance Security: Eligible Collateral delivered to GPC by Seller to secure Seller's due performance of its obligations under this APA.

Permit: Any permit, certificate, license, franchise, consent, approval, registration, franchise, tariff, rate, waiver, exemption, condition, Order, or authorization issued, made, or rendered by, or any registration, notice, declaration, or filing with, any Governmental Authority that possesses competent jurisdiction.

Permitted Lien: (a) Any Lien for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; (b) any zoning, planning, or other similar limitation or restriction, and all rights of any Governmental Authority to regulate the Project Real Property, to the extent that no violation exists at the Closing; (c) with respect to the Project Real Property, the terms and conditions of the Real Property Agreements; (d) any Lien disclosed in Section 1.1(c) of the Seller Disclosure Schedule; (e) any other Lien, imperfection, or irregularity of title, right-of-way,

[1] *Note to Bidders: Placeholder for other relevant title issues.*

easement, servitude, restriction, covenant, or other similar non-monetary matter of record that does not, and would not reasonably be expected to, individually or in the aggregate: (1) materially detract from the value of the Project or the Project Assets; or (2) materially interfere with the use or operation of the Project or the Project Assets; and (f) any Lien created by the action of GPC or any of its Affiliates.

Person: Any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association, or Governmental Authority.

Placed in Service: The date on which all of the following has occurred with respect to the Project and the Project Assets: (a) all necessary governmental Permits have been received; (b) all critical testing of the has been successfully completed; (c) if applicable, care, custody, and control has passed from the construction contractor to Seller; (d) synchronization with the Electric System has occurred; and (e) electrical energy is being produced on a regular basis in commercially reasonable quantities.

Point of Interconnection: The point at which the Project is interconnected to the Electric System, as defined in the Interconnection Agreement with the applicable Interconnection Provider.

Post-Closing Tax Period: Any Tax period beginning after the Closing Date, and the portion of any Straddle Period beginning on the date immediately following the Closing Date.

Pre-Closing Taxes: Taxes imposed on Seller or with respect to the Project or the Project Assets attributable to any Pre-Closing Tax Period.

Pre-Closing Tax Period: Any Tax period ending on or prior to the Closing Date, and the portion of any Straddle Period ending on the Closing Date.

Prevailing Wage Requirements: The requirements of Code sections 45(b)(7), 45Y(g)(9), 48(a)(10), and 48E(d)(3), as applicable, and any guidance or other legal authorities, including any guidance published or issued by the U.S. Department of the Treasury (including IRS Notice 2022-61 or any other guidance issued by the IRS) or the U.S. Department of Labor.

Project: As defined in the recitals of this APA.

Project Assets: All properties, assets, rights, and interests of any kind, nature, character, and description, whether real, personal, or mixed, whether tangible or intangible, whether now existing or acquired prior to the Closing, and wherever located, and any goodwill related thereto, owned, licensed, leased, or otherwise held by Seller that relate to, are used or held for use in connection with, or are necessary for the ownership, operation, maintenance, repair, or use of the Project (other than the Excluded Assets), including the following:

(a) Books and Records;

(b) Project Real Property;

(c) Project Contracts;

(d) Project Equipment;

(e) Improvements;

(f) Project Insurance Policies;

(g) Project Intellectual Property;

(h) Project IT Assets;

(i) Project Permits;

(j) Environmental Attributes;

(k) Renewable Energy Incentives;

(l) Reports; and

(m) Resource Data.

Project Contracts: All Contracts (other than any Excluded Assets, but including the Real Property Agreements) that are associated with, relate to, or concern, or will be associated with, relate to, or concern, the Project or the Project Assets, and to which Seller or any of its Affiliates is a party, all as listed in Section 3.11 of the Seller Disclosure Schedule, other than the Real Property Agreements, all as Section 3.12(a) of the Seller Disclosure Schedule.

Project Equipment: All equipment, materials, supplies, tools, inventory, and other tangible personal property comprising the Project, or otherwise related to, used, or held for use by Seller or any of its Affiliates for or in connection with, or necessary for the operation, maintenance, repair, ownership, or use of the Project (including all equipment and tangible personal property up to the point of interconnection), in each case, whether located at or deliverable to the Project Real Property, other than the Excluded Assets, all as listed in Section 3.14.1(i) of the Seller Disclosure Schedule.

Project Insurance Policies: All insurance policies maintained by or on behalf of Seller, the Project, or the Project Assets.

Project Intellectual Property: All Intellectual Property owned or held by Seller, or used or held for use in connection with the ownership, operation, maintenance, repair, or use of the Project and the Project Assets.

Project IT Assets: All of the software, computer systems, workstations, routers, hubs, switches, circuits, servers, and other information technology equipment of the Seller used in connection with the Project or the Project Assets.

Project Nameplate Capacity: [●] MW (AC).

Project Permits: All Permits required by applicable Law and Prudent Utility Practices for the ownership, occupancy, operation, maintenance, repair, and use of the Project at the site of the Project, and the generation, transmission, and sale of electric power.

Project Real Property: As defined in Section 3.12.1 (*Real Property Agreements*).

Prudent Utility Practices: Any of the practices, methods, standards, procedures, and acts: (i) required by the National Electric Safety Code or NERC, whether or not Seller is a member thereof; or (ii) engaged in or approved by a significant portion of Persons performing similar acts in the solar photovoltaic electric generating industry in the southeastern United States with respect to the development, design, engineering, construction, interconnection, commissioning, completion, ownership, leasing, licensing, operation, or maintenance of utility-scale, solar, photovoltaic, electric generation projects of similar type and size as the Project during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known, or that should reasonably have been known, when the decision is made, could have reasonably been expected to accomplish the desired result in a manner consistent with commercially reasonable business practices, safety, reliability, economy, and expedition. Prudent Utility Practice are not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, and acts generally accepted in the United States having due regard for, among other things, manufacturers' warranties, applicable Law, and, as applicable, requirements of this APA.

PTC: The production tax credit under Sections 45 and 45Y of the Code.

Purchase Price: As defined in Section 1.1.6 (*Purchase Price)*.

Purchase Price Allocation: As defined in Section 2.2 (*Allocation of Purchase Price*).

PWA Guidance: IRS Notice 2022-61 (November 29, 2022) and any further guidance issued by the Secretary of the U.S. Department of the Treasury (including any guidance issued by the IRS) under Sections 45(b)(7), 45Y(g)(9), 45(b)(8), 45Y(g)(10), 48(a)(10), 48E(d)(3), 48(a)(11), and 48E(d)(4) of the Code, or any provision of the Code that is cross-referenced therein.

PWA Requirements: Collectively, the Prevailing Wage Requirements, and the Apprenticeship Requirements.

Qualified Apprentice: An individual who is employed by Seller, or by Seller's contractors or subcontractors, and who is participating in a Registered Apprenticeship Program.

Rating Agency: The rating entities of S&P, Moody's, or Fitch. If any Rating Agency ceases to exist or publish ratings, the Rating Agency will be replaced with a nationally recognized rating agency mutually agreed upon by the Parties.

Real Property Agreements: Any purchase and sale agreement, easement, lease, license, occupancy, right-of-way, concession, surface or encroachment agreement, setback waiver agreement, special use permit, conditional use permit, cross or co-location agreement, crossing agreement, buildout agreement, subordination and non-disturbance agreement, road user agreement, neighbor agreement, or other similar agreement to which Seller is a party, and pursuant to which Seller holds a fee interest, an easement, a leasehold or a subleasehold estate in or is granted the right to use or occupy any real property, including any option held by Seller relating to any of the foregoing.

RECs: See *Renewable Energy Credits*.

Registered Apprenticeship Program: As defined in Section 3131(e)(3)(B) of the Code and any PWA Guidance.

Release: As defined in 42 U.S.C. § 9601(22), without regard to the exceptions set forth in clause (A) thereof.

Remediation: Action required under any Environmental Law or by a Governmental Authority, or a Claim by a third party against an Indemnified GPC Party, in each case, to address an Environmental Condition, including any monitoring, investigation, assessment, characterization, treatment, cleanup, containment, removal, mitigation, response, or restoration work.

Remedies Exception: The effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other Laws relating to or affecting creditors' rights generally and general equitable principles.

Renewable Energy Credits or **RECs**: All credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy that could qualify or do qualify for application toward compliance with any local, state, federal, or international renewable energy portfolio standard, green pricing program, or other renewable energy or environmental mandate or objective.

Renewable Energy Incentives: Any: (a) federal, state, or local tax credit or other tax benefit (such as accelerated depreciation or the ITC) associated with the construction or ownership of, or the sale or production of electricity from, the Project, including any ITC, PTC, or governmental payment made in lieu of a credit; (b) federal, state, or local grant, rebate, subsidized financing, or any other subsidy relating to the property of the Project or the output of the Project; or (c) other form of incentive that is not an Environmental Attribute, and that is available with respect to the Project.

Reports: All third-party reports, studies, analyses, and tests and test reports (and all amendments and supplements) prepared for, or commissioned by, and delivered to, Seller or any of its Affiliates that relate to the Project, including the Project Assets or the Project Real Property. Reports include Phase I (and Phase II, if applicable) environmental assessments, environmental impact studies, geotechnical studies, boundary and topography surveys, transportation studies, cultural resources studies, transmission or interconnection studies, including interconnection system impact studies, wildlife studies, studies or analysis of or reports on the environmental condition of the Project Real Property, or compliance by the Project or the Project Real Property with Environmental Laws, Federal Aviation Administration analyses, state department of transportation analyses, zoning studies, visual impact studies, and wetlands studies, in each case, together with all necessary reliance letters and in form and substance reasonably acceptable to GPC, all as listed in Section 3.30 of the Seller Disclosure Schedule.

Representative: When used regarding a Person, collectively or individually (as the context indicates), the Person, its Affiliates and any permitted successor or assign, and the directors, officers, representatives, consultants, attorneys, agents, bankers, insurers, financiers, accountants, contractors, or subcontractors, of each of them.

Required Closing Date: As defined in Section 2.1.4 (*Delay Liquidated Damages*).

Resource Data. All solar irradiance and meteorological data with respect to the Project, or related to the Project Real Property, from the meteorological station located at the Project Real Property and generated prior to the Effective Date, all as listed in or attached to Section 1(c) of Seller Disclosure Schedule.

Securities Act: The Securities Act of 1933.

Security Account: An account designated by GPC for the benefit of GPC, under the exclusive control of GPC, and free of any lien (including the lien of any lender) of any Person or entity other than GPC. Any GPC Security Account will be established and maintained at the expense of Seller and held by a depositary bank acceptable to GPC under a control agreement in form and substance acceptable to GPC.

Seller: The counterparty to GPC in this APA.

Seller Closing Certificate: As defined in Section 6.2.4(iv) (*Closing Deliveries*).

Seller Disclosure Schedule: The attached disclosure schedule delivered by Seller to GPC on the date of this APA.

Seller Fundamental Representations: The representations and warranties set forth in Section 3.1 (*Organization; Existence; Limited Purpose*), Section 3.2 (*Authorization; Enforceability*), Section 3.10 (*Environmental Matters*), Section 3.12.3 (*Real Property*), Section 3.13 (*Title to Project Assets*), Section 3.14 (*Condition and Sufficiency of Project Assets*), Section 3.18 (*Taxes*), Section 3.19 (*Tax Benefits*), Section 3.27 (*Brokers*), Section 3.28

(*Development Fees*), Section 3.29 (*Disclosure*), and Section 3.33 (*Bankruptcy; Insolvency*).

Seller Guarantor: As defined in the recitals of this APA.

Seller Guarantor Financial Statements: As defined in Section 3.16.2 (*Guarantor Financial Statements*).

Seller Guaranty: A Person that: (i) is either: (a) an Affiliate of Seller; or (b) otherwise an entity acceptable to GPC; and (ii) is Creditworthy.

Seller Income Taxes: Any income, franchise, or similar Taxes imposed on, or Taxes imposed on or measured by reference to the net income or net worth of, Seller or any Affiliate of Seller.

Seller Letter of Credit: A Letter of Credit delivered by Seller to GPC on the Effective Date in the amount of $[●].

Seller Material Adverse Effect: Any change, event, circumstance, development, occurrence, or effect that, individually or in the aggregate with any other change, event, circumstance, development, occurrence, or effect: (a) has had, or would reasonably be expected to have, a material adverse effect on the business, assets, liabilities, operations, condition (financial or otherwise) or prospects of Seller, the Project, or the Project Assets; (b) would reasonably be expected to prevent or materially delay the ability of Seller to perform its obligations under this APA or consummate the transactions contemplated by this APA; or (c) has had, or would reasonably be expected to have, a material adverse effect on the business, assets, liabilities, operations, or condition (financial or otherwise) of Seller Guarantor, except, in each case of clauses (a), (b), and (c), for any change, event, circumstance, development, occurrence, or effect resulting from or arising out of: (i) a change in economic conditions generally affecting the international, national, regional, state, or local industries in which Seller operates; (ii) a change in international, national, regional, state, or local wholesale or retail markets (including market description or pricing) for energy, electricity, fuel supply, or ancillary services, including those due to actions by competitors or changes in international, national, regional, state, or local electric transmission or distribution systems, including the operation or condition thereof; (iii) a change in general regulatory or political conditions, including any act of war, civil unrest or terrorist activity; (iv) a change or adverse condition in the securities markets, interest rates, or currency exchange rates; (v) any action expressly required to be taken, or not taken, taken in accordance with his APA or the other Transaction Documents entered into or in effect on the date of this APA, or requested, or consented to, in writing by GPC; (vi) any breach of this APA or the other Transaction Documents by GPC, or any of its Affiliates or Representatives; or (vii) the announcement or execution of this APA or the other Transaction Documents entered into on the date of this APA, including the identity of GPC or any of its Affiliates (including the impact thereof on relationships, contractual or otherwise, of Seller or any of its Affiliates with Seller's customers, suppliers, distributors, contractors, lenders, partners, employees, or service providers); so long as in the case of the foregoing clauses (i) through (iv), the change, event, circumstance, development, occurrence, or effect does not disproportionately impact Seller, the Project, or the Project Assets relative to other similarly situated industry participants, projects, or project assets.

Solvent: With respect to a Person on any date of determination, that on the date: (a) the fair valuation of the sum of the assets of the Person is greater than the sum of liabilities of the Person, in each case, at a fair market valuation; (b) the fair market valuation of the sum of the assets of the Person is not less than the amount that will be required to pay the debts of the Person as they become absolute and matured; (c) the Person does not intend to incur debts or liabilities beyond the Person's ability to pay its debts and liabilities as they mature taking into account the possibility of refinancing such obligations and selling assets; and (d) the Person has the present ability to pay its debts and liabilities as they become due.

Straddle Period: Any Tax period beginning before or on and ending after the Closing Date.

Surveyor. A licensed surveyor reasonably acceptable to GPC.

Tax or **Taxes**: Any United States local, state, or federal, or foreign, income, profits, franchise, withholding, ad valorem, gross receipts, windfall profits, value added, production, goods and services, harmonized sales, duty, license, escheat or unclaimed property, personal property (tangible and intangible), employment, payroll, sales and use, social security, disability, occupation, real property, severance, excise or other tax, charge, levy, fee, duty, custom, tariff, impost, obligation, charge, or other assessment imposed by a Taxing Authority, including any interest, penalty, or addition thereto.

Tax Benefit: Any PTC, ITC, accelerated depreciation (including bonus depreciation), amortization, or state level credit, deduction, or incentive.

Tax Return: Any return, report, or similar statement (whether intangible, electronic or other form) filed or required to be filed with respect to any Taxes (including any attached schedule, amendment, supplement, appendix, and exhibit), including any information return, claim for refund, amended return, and declaration of estimated Tax.

Taxing Authority: With respect to any Tax, the Governmental Authority that imposes such Tax, and the agency (if any) charged with the assessment, determination, or collection of the Tax for such entity or subdivision.

Termination Payment: An amount equal to $55,000/MW multiplied by the Project Nameplate Capacity.

Title Company: [●].

Third Party Claim: Any legal proceeding instituted, or Claim asserted, by any Person not a Party to, and not affiliated with any Party to, this APA with respect to an Indemnification Claim.

Title Policy: A Georgia form of an American Land Title Association (ALTA) Form B 2006 Owner's Title Insurance Policy issued by the Title Company, at Seller's cost and expense (except as otherwise set forth below), insuring GPC's rights in each parcel of real property comprising the Project Real Property, including the Improvements, that: (a) is in form and substance as GPC may reasonably approve, and contains the requirements, modifications, and endorsements that are available for issuance in the state of Georgia (at GPC's sole cost and expense) as GPC may reasonably require; (b) contains the additional affirmative coverage and associated endorsements available for issuance in the state of Georgia (at GPC's sole cost and expense, unless necessary to satisfy any Objectionable Title and Survey Matters, in which case the same will be at Seller's cost and expense) as GPC may reasonably request; (c) is in the amount of the Purchase Price; (d) names GPC as the insured; (e) is dated effective as of the Closing Date; and (f) provides for full extended coverage (at GPC's sole cost and expense) over all general title exceptions contained in such policy and shows as exceptions only those exceptions that are Permitted Liens.

Transaction Documents: This APA, the Bill of Sale, the Assignment Agreement, the Deed/Lease Assignment, the Seller Guaranty, and each other document, certificate, agreement, and other instrument executed and delivered by the Parties or their Affiliates.

Transfer Taxes: All transfer, sales, use, goods and services, value added, documentary, real property transfer, recording, stamp duty, gross receipts, excise, transfer, and conveyance Taxes, and other similar Taxes payable as a result of the consummation of the transactions contemplated by this APA.

Treasury Regulations: The Code regulations.

Updated Surveys: The as-built ALTA surveys of the Project Real Property and the Improvements on the Project Real Property, dated within 30 days prior to the Closing Date, certified to the Title Company and GPC and in form and substance reasonably satisfactory to GPC and sufficient to enable the Title Company to remove its standard survey exception and to issue the Closing Title Endorsements.

Upgrade Security: A Letter of Credit provided by Seller if GPC determined that Electric System improvement costs beyond the POI are necessary to deliver the full output of the Project to GPC's customers, upon which security GPC may draw in accordance with Section 1.2 (*Grid Improvements*).

Asset Purchase Agreement for CARES 2023 Utility Scale RFP

at #ProjectName#

between Georgia Power Company and #SellerLegalName#

Georgia Power Company, a Georgia corporation ("**GPC**") and **#SellerLegalName#**, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure#, ("**Seller**") enter into this **Asset Purchase Agreement** on the Effective Date.

GPC and Seller acknowledge:

- Seller owns and operates a [***insert description of the project***] (the "**Project**");
- Seller desires to sell to GPC, and GPC desires to purchase from Seller, the Project, and the Project Assets, in each case, on the terms and subject to the conditions set forth in this APA, consistent with the Commission's Order in Docket No. 45084; and
- Concurrently with the execution and delivery of this APA, as a material inducement to GPC's willingness to enter into this APA and consummate the transactions contemplated by this APA: (i) Seller has delivered the Seller Letter of Credit to GPC; or (ii) [●] ("**Seller Guarantor**") has executed and delivered a guaranty in favor of GPC, attached to this APA as Exhibit B (*Form of Seller Guaranty*) (the "**Seller Guaranty**").

In consideration of the mutual promises described in this APA, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which each Party acknowledges, and intending to be legally bound, the Parties agree:

PART 1. PURCHASE AND SALE

1.1 Purchase and Sale; Assumption and Exclusion of Liabilities.

1.1.1. Purchase and Sale of Project Assets. On the terms and subject to the conditions set forth in this APA, at the Closing, Seller will sell, transfer, convey, assign, and deliver to GPC free and clear of all Liens (other than Permitted Liens), and GPC will purchase, acquire, and pay for, all of Seller's right, title, and interest in the Project Assets (but not the Excluded Assets), free of all Liens, other than Permitted Liens.

1.1.2. Assignment and Assumption of Project Contracts and Project Permits. On the terms and subject to the conditions set forth in this APA, simultaneous with the Closing, Seller will assign to GPC, and GPC will accept and assume the following rights and obligations from Seller: (i) all of Seller's rights under the Project Contracts and Project Permits; and (ii) all of Seller's obligations arising under the Project Contracts and Project Permits solely to the extent the obligations arise after the Closing and do not constitute Liabilities arising out of any failure to perform, improper performance, warranty, or other breach, default, or violation by Seller or any of its Affiliates (or any Person acting by or on behalf of Seller or any of its Affiliates) prior to the Closing. For the avoidance of doubt, with respect to indemnity obligations under the Project Contracts and Project Permits, GPC will assume Liabilities only for events that occur after the Closing.

1.1.3. Excluded Assets. Seller does not transfer to GPC any right, title, or interest in, to, or under any Excluded Assets, and GPC will have no Liability with respect to any Excluded Assets.

1.1.4. Excluded Liabilities. Except for the Assumed Liabilities, GPC will not assume and will not be responsible to pay, perform, satisfy, or discharge any of the following Liabilities of Seller or any of its Affiliates (or any Person acting on behalf of Seller or any of its Affiliates) of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, and whether arising or accruing prior to, on, or after the Closing Date (collectively, the "**Excluded Liabilities**"), including the following:

(i) all Liabilities (including Liabilities to any Person in contract, tort (including for personal injury or property damage) or otherwise) arising out of the siting, design, development, construction, installation, start-up, testing, and commissioning of the Project, or arising out of the ownership, use, operation, maintenance, or repair of the Project or the Project Assets on or prior to the Closing, regardless of whether the Liability was or is asserted prior to, at, or after the Closing;

(ii) all Liabilities arising from any violation of applicable Law (including Environmental Law) by Seller or any of its Affiliates or any other Person acting on behalf of Seller or any of its Affiliates, in each case, in connection with the Project or Project Assets on or prior to the Closing;

(iii) all Liabilities that have arisen or may arise with respect to: (A) any Benefit Plan, employment agreement, or other arrangement of Seller, any Affiliate of Seller, or any of their respective ERISA Affiliates providing any type of compensation to any former or current employee of Seller, any Affiliate of Seller, or any of their respective ERISA Affiliates, including any obligation or Liability for providing continuation coverage under and complying with Section 4980B of the Code, Sections 601 through 608 of ERISA, and any applicable state Law of similar intent with respect to any individual who either prior to, on, or after the Closing Date was covered under any group health plan contributed to or maintained by Seller, any Affiliate of Seller, or any of their respective ERISA Affiliates, or who will otherwise be an "M&A Qualified Beneficiary" (as that phrase is defined in Treasury Regulation Section 54.4980B-9, Q&A-4) in connection with the transactions contemplated by this APA; and (B) any current or former employee, independent contractor or consultant of Seller, any Affiliate of Seller, or any of their respective ERISA Affiliates;

(iv) all Liabilities arising from any Environmental Condition at, on, or under the Project Real Property to the extent existing or occurring prior to the Closing (including any Environmental Conditions that emanate from the Project Real Property after Closing), or from the Release of Hazardous Substances at, on, or under the Project Real Property at or prior to Closing, in each case including Liabilities related to Remediation, natural resource damages, bodily injury or property damage;

all Liabilities arising from any off-site transportation, disposal, recycling or storage, or arrangement for same, of Hazardous Substances, from the Project or the Project Real Property prior to the Closing, including Liabilities related to Remediation, natural resource damage, bodily injury, or property damage;

(v) all Liabilities of Seller or any of its Affiliates under the Project Contracts relating to the period prior to Closing, and all Liabilities under Contracts relating to the Project or the Project Assets that are not Project Contracts;

(vi) all Liabilities of Seller or any of its Affiliates under the Project Permits relating to the period prior to Closing, and all Liabilities under Permits relating to the Project or the Project Assets that are not Project Permits;

(vii) all Liabilities with respect to any Action or Claim or threatened Action or Claim in connection with the Project or the Project Assets, other than in connection with this APA, arising or accruing on or prior to the Closing, regardless of when filed;

(viii) all Pre-Closing Taxes, Seller Income Taxes, Transfer Taxes, and any other Taxes with respect to the transfer of the Project Assets pursuant to this APA;

(ix) all Liabilities in any way relating to, resulting from, or arising out of any Excluded Assets; and

(x) all Liabilities for personal or bodily injury (including death) or property damage associated with the Project (including its operation, maintenance, repair, or replacement) or for transmission, distribution, or control of electric energy within the Project arising or accruing prior to the Closing.

1.1.5. Assumed Liabilities. On the terms and subject to the conditions set forth in this APA, at the Closing, GPC will assume, and Seller will assign to GPC, only the following Liabilities of Seller (the "**Assumed Liabilities**") and no other Liabilities:

(i) all Liabilities under the Project Contracts expressly assumed by GPC pursuant to, and subject to the conditions set forth in, Section 1.1.2 (*Assignment and Assumption of Project Contracts*); and

(ii) all Liabilities arising from the ownership, operation, maintenance, or use of the Project or the Project Assets by GPC following the Closing, other than Excluded Liabilities arising or accruing prior to, at, or after the Closing.

1.1.6. Purchase Price. GPC agrees to pay Seller an amount equal to $[●], as adjusted pursuant to Section 2.1.3 (*Purchase Price Adjustments*),] as the Purchase Price for the Project Assets (the "**Purchase Price**").

1.2 Grid Improvements. If GPC determined that costs will be incurred to improve the Electric System beyond the Point of Interconnection in order to deliver the generating capacity of the Project to GPC's customers, Seller must, simultaneously with the execution of this APA, deliver to GPC Upgrade Security in the amount of the costs so determined by GPC. GPC may draw upon the Upgrade Security to recover the costs in the event of early termination of this APA prior to the Closing Date under Section 9.1.2 (*Termination by GPC*). In that instance, GPC will, within eight months after the effective date of the termination, perform a final reconciliation that will calculate: (i) all costs to improve the Electric System as of the effective date of the early termination; minus (ii) cost of equipment that GPC, using commercially reasonable efforts, is able to repurpose. Within 10 Business Days after GPC completes the final reconciliation, GPC will return the balance of Upgrade Security (i.e., after having been drawn down to pay GPC for the finally reconciled amount) to Seller. If the Closing occurs under this APA, then GPC will return the Upgrade Security to Seller within 10 Business Days after the Closing Date.

PART 2. CLOSING; ALLOCATION OF PURCHASE PRICE.

2.1 Closing.

2.1.1. Closing Date. The consummation of the transactions described in Section 1.1.1 (*Purchase and Sale; Assumption and Exclusion of Liabilities*) (the "**Closing**") will take place remotely via the electronic exchange of documents and signatures: (i) at 10:00 a.m. (Eastern Time) on the date that is three Business Days after the satisfaction or waiver of the last of the conditions set forth in Part 6 (*Conditions Precedent*) (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions); or (ii) at another time, or on another date, as the Parties may agree in writing. The Closing will be deemed to be effective as of 12:01 a.m. (Eastern Time) on the Closing Date. All actions and deliverables that are taken or delivered, as the case may be, on the Closing Date will be deemed to occur simultaneously at the Closing. The Closing will be deemed to be effective as of 12:01 a.m. (Eastern Time) on the Closing Date.

2.1.2. Payment of Purchase Price; Closing Deliveries. At the Closing: (i) GPC will pay the Purchase Price to Seller by wire transfer of immediately available funds to an account located in the United States as designated by Seller to GPC at least two Business Days prior to the anticipated Closing Date; and (ii) the Parties will deliver, or cause to be delivered, the other deliverables pursuant to Section 6.2.4 (*Seller Closing Deliveries*) and Section 6.3.3 (*GPC Closing Deliveries*).

2.1.3. Purchase Price Adjustments. [***Placeholder for closing price adjustments, prorations, etc.***]

2.1.4. Delay Liquidated Damages. If Closing occurs after [●] (the "**Required Closing Date**"), other than due to a breach by GPC of its obligations under this APA, then Seller will be liable to GPC for liquidated damages in an amount equal to $30,000 per day for each day after the Required Closing Date until the Closing Date (the "**Delay Liquidated Damages**"). GPC will deduct any Delay Liquidated Damages owed by Seller under this Section 2.1.4 (*Delay Liquidated Damages*) from the Purchase Price paid to Seller at the Closing under Section 2.1.2 (*Payment of Purchase Price; Closing Deliveries*). The Parties acknowledge and agree that: (a) the agreements contained in this Section 2.1.4 are an integral part of the transactions contemplated by this APA; (b) it would be difficult or impossible to determine accurately the damages that GPC would incur if the Closing were to occur after the Required Closing Date; (c) the Parties have estimated and agreed that the Delay Liquidated Damages constitute a reasonable estimate of the monetary damages likely to be suffered by GPC under the circumstances; and (d) the Delay Liquidated Damages are not a penalty.

2.2 Allocation of Purchase Price. The Purchase Price and Assumed Liabilities will be allocated among the Project Assets as set forth on Schedule 2.2 (*Purchase Price Allocation*), which Schedule will be finalized and agreed upon by the Parties on or before the Closing Date as a condition to the Closing, and will comply with Section 1060 of the Code (the "**Purchase Price Allocation**"). Seller and GPC will each file their respective Tax Returns in accordance with Schedule 2.2 (*Purchase Price Allocation*). GPC and Seller will make all Tax Returns, reports, forms, declarations, claims, and other statements in a manner consistent with Schedule 2.2 (*Purchase Price Allocation*) and will promptly notify the other Party if it becomes aware of any audit, investigation or proceeding relating to the Purchase Price allocation.

2.3 Withholding. Each of Seller and GPC will be entitled to deduct and withhold from payment of the Purchase Price, or any other amounts (or any portion thereof) payable pursuant to this APA, any amount that is required to

be deducted and withheld with respect to the making of such payment under the Code or any other applicable Tax Law. Any Party that expects to withhold (or expects its agent to withhold) any amount will provide notice of the expected withholding at least 15 Business Days prior to the withholding to the Party with respect to which the withholding is to be made (and the notice will include the legal authority and the calculation method for the expected withholding), and the Parties will use commercially reasonable efforts to cooperate to minimize the amount of withholding. If amounts are withheld, the withheld amounts will be paid by the withholding party to the relevant Taxing Authority, and will be treated for all purposes of this APA as having been paid to the Party to whom the amounts would otherwise have been paid.

PART 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to GPC as of the date of this APA and as of the Closing Date, except for those representations and warranties that are made as of a specific date, as follows:

3.1 Organization; Existence; Limited Purpose.

3.1.1. Organization and Existence. Seller is a [●] duly formed, validly existing, and in good standing under the Laws of the state of [●], with all requisite [●] power and authority required to: (i) own, lease, and operate its assets and properties (including the Project and the Project Assets) where the assets and properties are currently owned, leased, and operated; and (ii) carry on its business as it is currently being conducted. Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the character of the properties owned or held under lease by it or the nature of the business transacted by it makes qualification necessary, except where the failure to be so qualified, licensed, or in good standing would not reasonably be expected to have a Seller Material Adverse Effect;

3.1.2. Organizational Documents. True and complete copies of the Organizational Documents of Seller (as amended as of the date of this APA) have been made available to GPC. The Organizational Documents of Seller are in full force and effect, and Seller is not in violation of its Organizational Documents; and

3.1.3. Limited Purpose. Since its formation, Seller has engaged solely in the business of developing, designing, engineering, constructing, interconnecting, commissioning, completing, owning, operating, and maintaining the Project.

3.2 Authorization; Enforceability. Seller has full [●] power and authority to enter into this APA and the other Transaction Documents to which it is or will be a party, to perform its obligations under this APA, and to consummate the transactions contemplated by this APA and the other Transaction Documents. The execution, delivery and performance by Seller of this APA and the other Transaction Documents to which it is, or will be, a party, and the consummation by Seller of the transactions contemplated by this APA and the other Transaction Documents, have been (or will be when delivered) duly authorized by all necessary [●] action on the part of Seller. This APA and each other Transaction Document to which it is or will be a party: (a) have been (or will be when delivered) duly and validly executed and delivered by Seller; and (b) constitute (or will constitute when delivered) (assuming the due execution and delivery thereof by GPC or its Affiliates, as applicable) valid and legally binding obligations of Seller, enforceable against Seller in accordance with their terms, subject to the Remedies Exception. No other [●] action is required on the part of Seller to authorize or approve this APA or the other Transaction Documents to which it is or will be a party, the performance of its obligations under this APA or the other Transaction Documents, or the consummation by Seller of the transactions contemplated by this APA or the other Transaction Documents.

3.3 No Conflicts. Except as set forth in Section 3.3 of the Seller Disclosure Schedule, the execution, delivery, and performance of this APA and the other Transaction Documents to which Seller is or will be a party do not, and the consummation by Seller of the transactions contemplated by this APA and the other Transaction Documents will not: (a) contravene or violate any provision of the Organizational Documents of Seller; (b) subject to obtaining the Consents set forth in Section 3.4 of the Seller Disclosure Schedule, conflict with or result in a violation or breach of any term or provision of any Law applicable to: (i) Seller; (ii) the Project; or (iii) the Project Assets; (c) contravene or violate any provision of, or result in the termination or acceleration of, or entitle any party to accelerate any obligation or Indebtedness under, or require the Consent of any Person under, or give any person the right to terminate or modify, any Contract or Permit to which Seller is a party, or by which Seller is bound, or that relates to the Project or the Project Assets; or (d) result in the imposition or creation of any Lien upon or with respect to the Project or the Project Assets (other than Permitted Liens), except, in the case of subpart (c), as would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect.

3.4 Governmental Consents. Except as set forth in Section 3.4 of the Seller Disclosure Schedule, no Consent of or with any Governmental Authority is required in connection with the execution, delivery, and performance by Seller of this APA and the other Transaction Documents to which Seller is or will be a party, or the consummation of the transactions contemplated by this APA or the other Transaction Documents.

3.5 Books and Records. The Books and Records are accurate and complete and have been maintained in accordance with applicable Laws and GAAP. True and complete copies of the Books and Records have been made available to GPC.

3.6 Bank Accounts. Section 3.6 of the Seller Disclosure Schedule includes a list of the names and locations of banks, trust companies, and other financial institutions at which Seller maintains accounts of any nature or safe deposit boxes, and the names of all Persons authorized to draw on, make withdrawals from, or have access to such accounts.

3.7 Legal Proceedings. Except as set forth in Section 3.7 of the Seller Disclosure Schedule: (a) there is, and there has been, no material Action or Claim pending or, to Seller's Knowledge, threatened against or affecting Seller, the Project (including the ownership, construction, operation, maintenance, repair, and use of the Project), the Project Real Property, and the other Project Assets before any Governmental Authority; (b) to Seller's Knowledge, there are no facts, conditions, or circumstances that, with or without notice or the lapse of time or both, would reasonably be expected to form the basis of or give rise to any such Action or Claim; and (c) Seller is not subject to, and none of its assets or properties is bound by, any Order.

3.8 Compliance with Law. Except as set forth in Section 3.8 of the Seller Disclosure Schedule: (a) Seller, the Project (including the ownership, construction, operation, maintenance, repair, and use of the Project), the Project Real Property, and the other Project Assets are not in violation of, or default under, any applicable Law in any material respect; (b) Seller has not received written notice of any actual, alleged, or potential violation of, or failure to comply with, any applicable Law; and (c) to Seller's Knowledge, there are no facts, conditions, or circumstances that, with or without notice or the lapse of time or both, would reasonably be expected to constitute or result in a material violation, or a material failure to comply with, any applicable Law.

3.9 Permits.

3.9.1. List of Permits. Seller owns or holds all of the Project Permits. Section 3.9.1 of the Seller Disclosure Schedule includes a true, correct, and complete list of all Project Permits (including Permits required under Environmental Laws). Seller has provided GPC with a true and complete copy of each Project Permit.

3.9.2. Representations and Warranties Regarding Permits. With respect to each Project Permit (including Permits required under Environmental Laws):

(i) each Project Permit is legal, valid, and binding, and in full force and effect (and all public comment and appeal periods under applicable Law have expired or terminated), and is transferrable to GPC under the Transaction Documents;

(ii) the completion of the transactions contemplated by this APA and the other Transaction Documents will not affect the legality, validity, binding nature, or force and effect of any Project Permit being transferred to GPC pursuant to the Bill of Sale, except with respect to the identity of the parties to the Project Permit as a result of the Bill of Sale;

(iii) Seller and the Project are in compliance with the terms and conditions of each Project Permit, and, to Seller's Knowledge, no event has occurred that, with the giving of notice or lapse of time, or both, would constitute noncompliance with the terms and conditions of any Project Permit;

(iv) no Action or Claim is pending or, to Seller's Knowledge, threatened, in each case, which challenges the legality, validity, or enforceability of, or threatens to revoke, terminate, suspend, or materially modify, any Project Permit;

(v) no notice of noncompliance or default has been received by Seller, or any of its Affiliates, in respect of any Project Permit;

(vi) no information has been received by Seller or any Affiliate of Seller, and to Seller's Knowledge, no condition, fact, or circumstance exists that would reasonably be expected to prevent, hinder, delay, or restrict the ability of Seller to transfer, or GPC to maintain after the Closing, any Project Permit;

(vii) no condition or requirement exists in any Project Permit that does, or would reasonably be expected to, adversely affect the ownership, use, operation, maintenance, or repair of the Project or the Project Assets by or on behalf of GPC after the Closing; and

(viii) Seller has made available to GPC a true, correct, and complete copy of each Project Permit (or application for any Project Permit), all material documents, reports, and correspondence provided by Seller or any of its Affiliates to any Governmental Authority with respect to each Project Permit (or application for any Project Permit), and all material documents, reports, and correspondence received by Seller or any of its Affiliates from any Governmental Authority with respect to each Project Permit (or application for any Project Permit).

3.9.3. Compliance. Seller has complied in all material respects with all avoidance, minimization, and mitigation measures and plans for the Project, and all formal recommendations and letter agreements made with or by any Governmental Authority relating to the Project.

3.10 Environmental Matters.

3.10.1. Environmental Reports. Section 3.10.1 of the Seller Disclosure Schedule includes all environmental reports, assessments, and audits, including reports, assessments, and audits relating to wetlands, air quality, and air pollutant emissions or discharges, and studies relating to threatened or endangered species and avian species, including those species protected by Environmental Laws, and studies relating to archaeological, cultural, and historical resources prepared by or on behalf of Seller in connection with the Project, or otherwise in Seller's possession or control with respect to the Project. Seller has provided GPC with copies of the materials set forth in Section 3.10.1 of the Seller Disclosure Schedule.

3.10.2. Compliance with Project Permits and Environmental Laws. (i) As of the Closing Date, Seller holds, and is in compliance with, all Project Permits, including all applicable environmental Permits; (ii) the Project has been constructed, and the Work has been performed, in compliance with all Environmental Laws; (iii) Seller has not received any written notice of a pending or threatened Claim, or inquiry by any Governmental Authority or other Person relating to any actual or alleged violations of any Environmental Law, or any actual or potential obligation on the part of Seller to investigate or take any corrective action relative to any Hazardous Substance or threatened Release of any Hazardous Substance, in each case, related to the Project; (iv) Seller has not entered into or agreed in writing to any final decree or Order with any Governmental Authority, and Seller is not subject to any Order relating to compliance of the Project with any Environmental Law or to the investigation or cleanup of Hazardous Substances at the Project; (v) to Seller's Knowledge, and except as set forth in an environmental report set forth on Section 3.10.2 of the Seller Disclosure Schedule, no Person has generated, transported, treated, stored, disposed of, arranged to be disposed of, Released, or threatened to Release, any Hazardous Substances at, on, from, or under the Project Real Property in violation of, or as would reasonably be expected to result in Liability under, any Environmental Law; (vi) except as set forth in the Project Permits and Project Contracts, Seller has not assumed any contractual Liabilities or obligations arising under any Environmental Law in connection with the Project; and (vii) Seller has not utilized any underground storage tanks or equipment using polychlorinated biphenyls, Emerging Contaminants, or asbestos in violation of Environmental Law at the Project Real Property. For the avoidance of doubt, compliance with Environmental Laws includes performance of all studies required or recommended under Environmental Law to assess the impacts of the Project on the environment, wildlife, or cultural resources, and mitigation measures to reduce or avoid impacts to environmental, wildlife, or cultural resources, including, as applicable, any species conservation strategy, or conservation agreement and any cultural resources treatment plan.

3.10.3. Additional Environmental Matters. To Seller's Knowledge: (a) no wetlands or water bodies regulated under any Environmental Law is located on the Project Real Property; (b) no condition, fact, or circumstance exists that, with or without notice or the lapse of time or both, would reasonably be expected to form the basis of or give rise to any environmental Liability, or material noncompliance by Seller or its Affiliates or the Project with, any Environmental Law with respect to the Project or the Project Real Property; (c) neither Seller nor any Affiliate of Seller has agreed to or is subject to any Order or Claim relating to non-compliance with any Environmental Law, or to any investigation or cleanup of Hazardous Substances, or any Environmental Condition with respect to the Project or the Project Real Property; and (d) there are no Claims or Actions pending or, to Seller's Knowledge, threatened under any Environmental Law relating to the Project or the Project Real Property.

3.10.4. Wildlife and Cultural Concerns. To Seller's Knowledge: (a) no species protected under any

Environmental Law has been observed at the Project Real Property; and (b) no human remains or historical, archaeological, or paleontological resources regulated under any Environmental Law have been identified on the Project Real Property.

3.10.5. Environmental Attributes or Renewable Energy Incentives. Neither Seller nor any of its Affiliates have sold or transferred, or agreed to sell or transfer, or taken any actions or granted any options or rights to purchase Environmental Attributes or Renewable Energy Incentives related to the electric power to be generated by the Project.

3.11 Project Contracts.

3.11.1. List of Project Contracts. Section 3.11.1 of the Seller Disclosure Schedule includes a true, correct, and complete list and description of all Project Contracts, and neither the Project nor the Project Assets are bound by, or will be bound after Closing by, any Contract other than the Project Contracts, including any Contracts of the following types:

(i) Contracts for the purchase, exchange, or sale of electric energy, capacity, or ancillary services, or related attributes, including Environmental Attributes;

(ii) Contracts for the transmission or distribution of electric power;

(iii) Contracts for the interconnection of electricity and utility services;

(iv) Contracts involving resolution or settlement of any actual or threatened Action against Seller, the Project, the Project Real Property, or the other Project Assets that have not been fully performed or otherwise impose continuing Liabilities;

(v) Contracts with respect to the sharing, indemnification, or allocation of Taxes or Tax costs, which Contracts are primarily related to Taxes;

(vi) Contracts under which Seller has: (a) created, incurred, assumed, or guaranteed (or may create, incur, assume or guarantee) Indebtedness; (b) granted a Lien on its assets or properties, whether tangible or intangible, to secure any Indebtedness; or (c) extended credit to any Person in an amount in excess of $[●];

(vii) Contracts providing for payments by or to Seller in excess of $[●] in any consecutive 12-month period;

(viii) Contracts for the construction or purchase of real estate, Improvements, equipment, machinery, and other items which constitute capital expenditures in excess of $[●] or which involve or are reasonably expected to involve capital expenditures in excess of $[●], in each case, which have not been fully performed by Seller or otherwise impose continuing Liabilities on Seller;

(ix) Contracts, letters of intent, or other understandings for acquisitions or dispositions (by merger, purchase or sale of assets or stock or otherwise, and including rights and options to acquire or dispose) of any Project Assets, in each case, which have not been fully performed by Seller, or that otherwise impose continuing Liabilities on Seller;

(x) Contracts (excluding Permits) containing a restriction on the ability of Seller or the Project to compete with any Person, to conduct any business or line of business, or to operate in any geographic area;

(xi) Contracts evidencing swaps, hedges, futures, or other derivatives or requiring Seller to post collateral;

(xii) Contracts relating to any joint venture, partnership, or similar arrangement, including any agreement or commitment to make any loan or capital contribution to any Person;

(xiii) powers of attorney executed by Seller, or with respect to the Project or the Project Assets; and

(xiv) Contracts not terminable or cancelable by Seller upon notice of no longer than six months and without Liability, penalty, or premium to Seller.

3.11.2. Complete Copies; No Waiver, Assignment, or Liens. Seller has provided GPC with true, correct, and complete copies of all Project Contracts, including any amendment, supplement, schedule, and exhibit to the Project Contracts. No written waiver or, to Seller's Knowledge, oral waiver of any term

or condition of any Project Contract is currently in effect. Seller has not assigned any of its interests in any Project Contract, and none of Seller's interests in any Project Contract is subject to any Lien (other than a Permitted Lien).

3.11.3. Enforceability. Each Project Contract is in full force and effect, and constitutes the legal, valid, and binding obligation of Seller and, to Seller's Knowledge, the other parties the Project Contract, enforceable against Seller and, to Seller's Knowledge, each other party to the Project Contract, as applicable, in accordance with its terms, subject to the Remedies Exception.

3.11.4. No Default or Breach. (i) Seller is not in default or breach in any material respect under any Project Contract; (ii) to Seller's Knowledge, no other party is in default or breach in any material respect under any Project Contract; and (iii) to Seller's Knowledge, no event, condition, or circumstance exists or has occurred that, with or without notice or the lapse of time or both, would result in a default or breach in any material respect under, or result in the termination or acceleration of, or entitle any party to accelerate any material obligation under, any Project Contract. Neither Seller nor, to Seller's Knowledge, any other party has declared an event of force majeure that is continuing under any Project Contract.

3.12 Real Property.

3.12.1. Real Property Agreements. Section 3.12.1 of the Seller Disclosure Schedule includes all Real Property Agreements, along with: (i) the legal description of each parcel of real property that is the subject of any Real Property Agreement (the real property, the "**Project Real Property**"); (ii) the names of the parties to each Real Property Agreement; and (iii) any amendment, modification, and supplement with respect to each Real Property Agreement. As of the Closing Date, other than the Project Real Property, Seller does not own, lease, or have any other interest in any real property. The Project Real Property constitutes all of the real property necessary for the ownership, operation, maintenance, and use of the Project.

3.12.2. Complete Copies. Seller has provided GPC with true and complete copies of:

(i) each Real Property Agreement;

(ii) the ALTA survey for the Project Real Property completed [●], and set forth in Section 3.12.2(ii) of the Seller Disclosure Schedule;

(iii) the Existing Title Insurance Policy and any bring down endorsements issued by the Title Company to the Existing Title Insurance Policy insuring the Project Real Property and all exception documents referenced in the Existing Title Insurance Policy with respect to the Project Real Property in the possession of; or reasonably available to; Seller or any of its Affiliates; and

(iv) all mortgages, deeds of trust, certificates of occupancy, mineral reports for any several minerals (including any evaluation as to the feasibility or likelihood of mineral extraction and any separate chain of title for severed minerals), records searches (for any governmental records not included in any title reports), and all exception documents referenced in the reports, policies, or searches and similar documents and all amendments thereto with respect to the Project Real Property in the possession of or reasonably available to Seller or any of its Affiliates.

3.12.3. Title; Real Property Agreements. Seller has a valid fee interest, easement interest, leasehold interest, or license in the Project Real Property, as applicable, free of all Liens, other than Permitted Liens. Each Real Property Agreement is in full force and effect and constitutes the legal, valid, and binding obligation of Seller and, to Seller's Knowledge, the other parties to the Real Property Agreements, enforceable against Seller and, to Seller's Knowledge, each other party to the Real Property Agreements, as applicable, in accordance with its terms, subject to the Remedies Exception. Seller is not in default or breach in any material respect under any Real Property Agreement. To Seller's Knowledge: (i) no counterparty to any Real Property Agreement is in default or breach in any material respect under any Real Property Agreement, nor has any counterparty to any Real Property Agreement repudiated any material provision of any Real Property Agreement; and (ii) no event, condition, or circumstance exists or has occurred that, with or without notice or the lapse of time or both, would constitute a breach or default in any material respect under, or result in the termination or acceleration of, or entitle any party to accelerate any material obligation under, any Real Property Agreement.

3.12.4. Improvements. Seller owns, and has good and marketable title to, all Improvements located on the Project Real Property that are or will be used in the operation of the Project, free of all Liens, other than Permitted Liens.

3.12.5. No Sublease. Seller has not subleased or otherwise granted any Person the right to use or occupy any Project Real Property or any portion thereof, or granted any outstanding options, rights of first refusal, rights of first offer, or other third-party rights to sell, assign, or dispose of any interest in the Project Real Property.

3.12.6. Zoning and Land Use Approvals. The zoning and land use approvals from the applicable Governmental Authority for the Project Real Property permit the ownership, operation, maintenance, and use of the Project thereon. Seller has not received any written notice of any appropriation, condemnation, or like proceeding, or of any violation of any applicable zoning or land use Law; or other Law relating to or affecting any of the Project Real Property. To Seller's Knowledge: (i) there are no pending or threatened Actions to condemn any portion of the Project Real Property, to modify the zoning classification or any land use approvals affecting any of the Project Real Property, or to take by power of eminent domain or other governmental power any of the Project Real Property; (ii) there are no outstanding unpaid assessment notices against any of the Project Real Property; and (iii) the Project Real Property is in compliance in all material respects with applicable Laws, Permits, zoning, regulations, and restrictive covenants applicable to the Project Real Property. Neither Seller nor, to Seller's Knowledge, any other party to the Real Property Agreements has declared an event of force majeure that is continuing under any Real Property Agreement.

3.12.7. Fees and Rents. Except as set forth in the Real Property Agreements, there are no fees, rents, decommissioning obligations, royalties, or other amounts incurred, payable, or receivable by Seller in connection with the Project Real Property. All amounts currently due and payable (other than any amount being contested in good faith that are set forth in Section 3.12.7 of the Seller Disclosure Schedule) under any Real Property Agreement have been paid.

3.12.8. Mineral Rights. Except as set forth in Section 3.12.8 of the Seller Disclosure Schedule, no Person has the right to use, or to limit Seller's use of, the surface of the Project Real Property for the exploration, development, or extraction of minerals or other subsurface substances.

3.13 Title to Project Assets.

3.13.1. Title. Seller has good and valid title to, or a valid leasehold or license interest in, the Project Assets constituting personal property (as opposed to real property), free of all Liens other than Permitted Liens. As of the Closing Date: (i) GPC will acquire good and valid title to, or a valid leasehold or license interest in, the Project Assets constituting personal property (as opposed to real property), free of all Liens other than Permitted Liens; and (ii) the Project Assets constituting personal property (as opposed to real property) will constitute all of the material tangible personal property required for the ownership, operation, maintenance, repair, and use of the Project.

3.13.2. No Third-Party Rights. No Person other than Seller owns or has any interest in, or option or other right (contingent or otherwise), including a right of first refusal or a right of first offer, with respect to, or has any Lien (other than Permitted Liens) on, any of the Project Assets. There are no adverse claims of ownership to any of the Project Assets, and neither Seller nor any of its Affiliates has received any notice that any Person has asserted a claim of ownership or right of possession or use in or to any of the Project Assets.

3.14 Condition and Sufficiency of Project Assets.

3.14.1. Condition of Project Assets. All Project Equipment, Improvements, and other Project Assets constituting personal property: (i) are in normal operational condition for similar assets of a similar age and are in good working order, except for ordinary wear and tear; (ii) are adequate for the uses to which they are being put; and (iii) have been maintained in accordance with Prudent Utility Practice. All Project Equipment and Improvements are, and immediately before the Closing will be, located at the Project Real Property. Section 3.14.1(i) of the Seller Disclosure Schedule contains a true, correct, and complete list and description of all Project Equipment, and Section 3.14.1(ii) of the Seller Disclosure Schedule contains a true, correct, and complete list and description of all Improvements.

3.14.2. Quantity and Type of Inventory. The Project Assets include a quantity and type of inventory of materials, supplies, and spare parts that is consistent in all material respects with inventories of materials, supplies, and spare parts maintained in connection with the ownership, operation, maintenance, repair, and use of facilities similar to the Project in accordance with Prudent Utility Practice.

3.14.3. Sufficiency of Project Assets. The Project Assets are sufficient to enable GPC to own, operate, maintain, repair, and use the Project immediately following the Closing: (i) as designed; (ii) in the same manner as conducted immediately prior to the Closing; and (iii) in accordance with applicable Laws, the Project Permits, Prudent Utility Practice, and the Project Contracts. Other than the Project Assets, there are no material Contracts, equipment, materials, spare parts, buildings, facilities, Permits, real property interests, insurance policies, Intellectual Property rights, or other rights, assets or properties required to own, operate, maintain, repair, and use the Project: (a) as designed; (b) in the same manner as conducted immediately prior to the Closing; and (c) in accordance with applicable Laws, the Project Permits, Prudent Utility Practice, and the Project Contracts.

3.15 No Damage. There has been no material damage to or destruction of the Project or the Project Assets that: (a) has not been repaired; or (b) is not required to be repaired pursuant to a Project Contract. There are no pending claims for defective design, work, equipment, or materials relating to the Project made by Seller or its Affiliates against any Person.

3.16 Financial Statements.

3.16.1. Seller Financial Statements. Seller has delivered to GPC true and complete copies of: (i) the unaudited balance sheet (the "**Interim Balance Sheet**") of Seller as of **[●]** (the "**Interim Balance Sheet Date**"), and the related statements of operations and comprehensive income and statements of members' equity and cash flows for the [●]-month period then ended; and (ii) the unaudited balance sheet of Seller as of December 31, [●], and the related statements of operations and comprehensive income and statements of members' equity and cash flows for the fiscal year period then ended (collectively, the "**Financial Statements**"). Except as set forth in the Financial Statements, the Financial Statements present fairly, in all material respects, the financial position, statements of operations and comprehensive income, members' equity, and cash flows of Seller as of the respective dates thereof and for the applicable periods covered thereby. The Financial Statements have been derived from, and are consistent with, and accurately reflect in all material respects, the books and records of Seller. Except as set forth therein and for normal year-end adjustments (none of which would reasonably be expected to be material) and the absence of complete footnotes, the Financial Statements have been prepared in accordance with GAAP consistently applied throughout the applicable periods covered thereby.

3.16.2. Guarantor Financial Statements. Seller has delivered to GPC true and complete copies of: (i) the unaudited balance sheet of Seller Guarantor as of the Interim Balance Sheet Date, and the related statements of operations and comprehensive income and statements of members' equity and cash flows for the [●]-month period then ended; and (ii) the audited balance sheet (including the notes thereto) of Seller Guarantor as of December 31, [●], and the related statements of operations and comprehensive income and statements of members' equity and cash flows for the fiscal year period then ended (including the notes thereto) (collectively, the "**Seller Guarantor Financial Statements**"). Except as set forth therein, the Seller Guarantor Financial Statements present fairly, in all material respects, the financial position, statements of operations and comprehensive income, members' equity, and cash flows of Seller Guarantor as of the respective dates thereof and for the applicable periods covered thereby. The Seller Guarantor Financial Statements have been derived from, and are consistent with, and accurately reflect in all material respects, the books and records of Seller Guarantor. Except as set forth therein, and except, in the case of the unaudited financial statements, for normal year-end adjustments (none of which would reasonably be expected to be material to Seller Guarantor) and the absence of complete footnotes, the Seller Guarantor Financial Statements have been prepared in accordance with GAAP consistently applied throughout the applicable periods covered thereby.

3.17 Insurance.

3.17.1. Project Insurance Policies. Section 3.17.1 of the Seller Disclosure Schedule includes a true, complete, and correct list and description of all of the Project Insurance Policies. Each Project Insurance Policy is in full force and effect, all premiums for the Project Insurance Policies have been paid, and Seller is in compliance in all material respects with the terms and provisions of each Project Insurance Policy. No written notice of cancellation or termination has been received by Seller or any of its Affiliates regarding any Project Insurance Policy that has not been replaced on substantially similar terms prior to the date of the cancellation or termination. The Project Insurance Policies insure adequately against risks to which Persons owning and operating assets and properties similar to the Project are customarily exposed, in each case, in the operation of facilities similar to the Project, and are sufficient for compliance in all material respects with all requirements of applicable Law and of all Project Contracts.

3.17.2. Claims. As of the date of this APA, no claims have been made under any Project Insurance Policy. As of the Closing Date, there are no pending claims that have been made under any Project Insurance Policy (or any replacement or renewal coverage obtained pursuant to Section 5.10 (*Insurance*)), and Seller has no Knowledge of any fact or circumstance that could reasonably lead to a claim.

3.17.3. Refusal of Coverage or Reduction in Coverage. Seller has not been refused any material insurance with respect to the Project or the Project Assets, nor has coverage been limited in any material respect by any insurance carrier to which Seller has applied for any insurance or with which it has carried insurance.

3.18 Taxes. Except as set forth in Section 3.18 of the Seller Disclosure Schedule:

(i) There is no audit, claim, assessment, levy, administrative or judicial proceeding, or other Action currently pending or, to the Knowledge of Seller, threatened, proposed, or contemplated against Seller or with respect to the Project by any Governmental Authority for the assessment or collection of Taxes. There are no agreements, waivers, or consents currently in effect extending the statutory period of limitations applicable to any Tax of Seller or with respect to the Project;

(ii) All Tax Returns that were required to be filed by Seller or with respect to the Project have been timely filed, and the Tax Returns were prepared in compliance with applicable Law and were true, correct, and complete. All Taxes required to be paid by the Seller or with respect to the Project (whether or not shown on any Tax Returns) have been timely paid. True, correct, and complete copies of all Tax Returns required to be filed by Seller or with respect to the Project have been made available to GPC;

(iii) Seller has withheld and paid all Taxes required to have been withheld and paid: (a) in connection with amounts paid or owing to any employee, independent contractor, creditor, member, stockholder, or other third party; or (b) with respect to the Project;

(iv) There are no Liens for Taxes on any assets or property of Seller, the Project, or the Project Assets, other than Liens for Taxes not yet due and payable;

(v) Seller is not a party to, and does not have any Liability under, any Tax sharing, indemnification or similar agreement (in each case, other than an agreement entered into in the ordinary course of business of the parties thereto, the principal purpose of which is not Tax-related, such as a customary lease, license, or financing agreement);

(vi) Seller is not a "tax-exempt person" within the meaning of Code §168(h) as a result of ownership in Seller by Seller Guarantor or any Affiliate thereof;

(vii) Seller: (a) has not been a member of an affiliated group filing a consolidated federal income Tax Return; and (b) does not have any Liability for the Taxes of any other Person under Treasury Regulation Section 1.1502-6, or any similar provision of state, local, or foreign Law;

(viii) Seller (or, if Seller is a disregarded entity for U.S. federal income tax purposes, its owner for U.S. federal income tax purposes) is a "United States person" within the meaning of Section 7701(a)(30) of the Code;

(ix) No portion of the tax basis of any Project Assets acquired pursuant to this APA is or will be attributable to "qualified rehabilitation expenditures" within the meaning of Section 47(c)(2)(A) of the Code;

(x) No election has been filed pursuant to Treasury Regulation Section 301.7701-3(c) with respect to Seller. Seller is, and has been at all times since its formation, disregarded as an entity separate from its owner for federal income tax purposes; and

(xi) No power of attorney is currently in effect, and no Tax ruling has been requested of any Governmental Authority with respect to any Tax matter relating to the Project.

3.19 Tax Benefits.

(i) To Seller's Knowledge, no fact or circumstance concerning the Project or the Project Assets exists that would reasonably be expected to hinder, impair, restrict, limit, preclude, or disqualify the Project or the Project Assets from qualifying for, and producing and giving rise to, the Tax Benefits;

(ii) There has been no "original use" (within the meaning of Section 48 or Section 168(k) of the Code) of the Project Assets, the Project, or any property that is part of the Project. No property that is a part of the Project Assets or the Project has been used by any Person other than in the development, construction, or startup of the Project;

(iii) Neither Seller nor any Seller Affiliate has claimed or intends to claim any depreciation deduction, amortization deduction, tax credit (including the [PTC/ITC]), or other credit, deduction, or allowance with respect to the Project or any property that is part of the Project or the Project Assets. No property in the Project or the Project Assets is "dual use equipment" within the meaning of Treasury Regulations Section 1.48-9(d)(6);

(iv) No portion of the basis of the property in the Project is attributable to "qualified rehabilitation expenditures" within the meaning of Section 47(c)(2)(A) of the Code;

(v) No portion of any property that is part of the Project or the Project Assets has benefited from the proceeds of any grant or rebate program that would cause a reduction in the amount of the [PTC/ITC] with respect to the Project or the Project Assets, and no application with respect to any grant or rebate has been filed or submitted. No portion of the Project Real Property is currently enrolled in the U.S. Department of Agriculture's Conservation Reserve Program;

(vi) None of the property in the Project, including the Project Assets, is or has been: (i) "tax-exempt bond financed property" or "tax-exempt use property" within the meaning of Section 168 of the Code; (ii) imported property of the kind described in Section 168(g)(6) of the Code; (iii) property used by a Person described in Section 50(b)(3) of the Code; (iv) "public utility property" within the meaning of Section 168(i)(10) of the Code; or (v) financed by tax-exempt bonds as described in Code Section 48(a)(4). No election under Section 168(g)(7) of the Code has been made with respect to any part of the Project, including the Project Assets;

(vii) The Project is located entirely within the United States;

(viii) The transactions contemplated by this APA will not have an adverse effect on the continuing validity and effectiveness of any Tax exemption, Tax holiday, other Tax abatement, or incentives for which the Project is currently eligible;

(ix) The Project Real Property has not been subject to a preferential or special property Tax assessment, value limitation, or other favored Tax treatment. The Project Property is not, has not been, and will not be (as a result of the Closing and the transactions contemplated by this APA) subject to rollback Taxes;

(x) All Tax Benefits attributable to, resulting from, or arising in connection with, the Project will belong to GPC. Seller has no legal obligation, absolute or contingent, to any Person other than GPC to transfer or effect a transfer of all or any portion of the Project, including any electric power or Tax Benefits attributable to, resulting from, or arising in connection with the Project;

(xi) Seller and any contractors or subcontractors providing services or goods directly or indirectly to Seller for the Project have (a) complied with the PWA Requirements in respect of the construction of the Project or (b) have made the payments described in Sections 7.8(i) and 7.8(ii) (*Prevailing Wage and Apprenticeship*) ("**Deemed PWA Compliance**") and have provided documentation demonstrating to GPC's reasonable satisfaction the payment of the amounts described in Sections 7.8(i) and 7.8(ii) (*Prevailing Wage and Apprenticeship*). In the event Seller or its contractors or subcontractors intend to rely on the provisions of Section 48(a)(8)(D)(ii) of the Code ("**Good Faith Effort**") for satisfying the Apprenticeship Requirements, that Person will be considered to have satisfied the requirements of this Section 3.19(xi) (*Tax Benefits*) if the Person provides written documentation demonstrating to GPC's reasonable satisfaction that: (i) it requested Qualified Apprentices from a Registered Apprenticeship Program; and (ii) either (A) the request was denied for reasons other than the failure of the Person to comply with the established standards and requirements of the Registered Apprenticeship Program; or (B) the Registered Apprenticeship Program failed to respond to the request within five Business Days;

(xii) On its federal income tax return for the taxable year in which the Project was Placed in Service, Seller elected the PTC with respect to the Project and Seller did not elect the ITC with respect to the Project; and

(xiii) The Project was originally Placed in Service on [●].

3.20 Intellectual Property. Section 3.20 of the Seller Disclosure Schedule includes a true, correct, and complete list and description of all of the Project Intellectual Property. Seller owns or has the right to use all the Project Intellectual Property used or held for use in connection with the ownership, operation, maintenance, repair, and use of the Project and the Project Assets, free of all Liens. other than Permitted Liens and restrictions applicable in Project Contracts. Other than the Project Intellectual Property, no Intellectual Property is necessary for the ownership, operation, maintenance, repair, or use of the Project or the Project Assets. Except as set forth in Section 3.20 of the Seller Disclosure Schedule: (i) no Intellectual Property owned by Seller has been licensed to any third party; (ii) the conduct of the businesses of Seller (including the ownership, operation, maintenance, repair, and use of the Project and the Project Assets) as currently conducted does not infringe or otherwise violate any third-party Intellectual Property rights; (iii) no Person has asserted against Seller or any of its Affiliates a claim that any Project Intellectual Property infringes or misappropriates the Intellectual Property of any Person; and (iv) no third party is infringing or otherwise violating any Intellectual Property rights owned by Seller.

3.21 Resource Data. Section 3.21 of the Seller Disclosure Schedule includes a true, correct, and complete list or copy of the Resource Data. With respect to each item of Resource Data: (i) Seller has made available to GPC true, correct, and complete copies of all reports (including the most recent performance testing reports for the Project), studies, analyses, tests, monitoring results, and assessments with respect to Resource Data measured or recorded at or with respect to the Project or related to the Project Real Property; (ii) the Resource Data is accurate in all material respects; (iii) Seller owns and possesses all right, title, and interest in and to the Resource Data, free of any Liens, other than Permitted Liens; (iv) Seller has not received any notification of any dispute with respect to any Resource Data; (v) the Resource Data is not subject to any outstanding Order, of any Governmental Authority; and (vi) no Person has assigned, transferred, or conveyed any interest in the Resource Data or the information contained therein in any manner that would reasonably be expected to impair GPC's right to use the Resource Data after the Closing.

3.22 Employees; Employee Benefit Plans.

3.22.1. No Employees. Seller has never had, and does not now have, any employees.

3.22.2. Employee Benefit Plans. Seller does not now, and did not in the past, sponsor, maintain, or contribute to (and never was required to sponsor, maintain or contribute to) any "pension plan" or "welfare plan" within the meaning of Section 3(2) or 3(1) of ERISA, or other employee benefit plan, program, agreement or arrangement or employment, compensation, bonus, incentive, retirement, deferred compensation, severance or fringe benefit plan, program, agreement or arrangement (each, a "**Benefit Plan**"). With respect to any Benefit Plan maintained by any trade or business, whether or not incorporated, that together with Seller would be deemed a "single employer" within the meaning of Section 414 of the Code or Section 4001(b) of ERISA or covering individuals who perform services in respect of Seller, GPC will not be liable for any payments or benefits payable under the Benefit Plan, for any failure of the Benefit Plan to be operated and administered in all respects in accordance with applicable Law, including ERISA and the Code, or otherwise in respect of the Benefit Plan.

3.22.3. Taxes, Penalties, and Other Liabilities. From and after the Closing Date, none of GPC or any of its Affiliates will incur, and no condition or set of circumstances could reasonably be expected to exist under which GPC or any of its Affiliates could incur, directly or indirectly, any Tax, penalty, fine, Liability, loss, cost, or expense under ERISA, the Code or any other applicable Law, or pursuant to any indemnification or similar agreement, under the terms of or otherwise in respect of any employee compensation or benefit plan, program, agreement or arrangement, providing retirement, incentive compensation, health, disability, severance, life, change in control, or equity compensation or benefits (including any Benefit Plan), established or maintained by Seller or any of its Affiliates or ERISA Affiliates.

3.23 Undisclosed Liabilities. Seller does not have any Liabilities that would be required by GAAP to be reflected or reserved against on an unaudited balance sheet of Seller, other than Liabilities: (a) adequately reflected or reserved against on the Interim Balance Sheet; (b) incurred in the ordinary course of business since the Interim Balance Sheet Date; (c) incurred in compliance with the terms of this APA, any other Transaction Document, or any Project Contract (other than any Liability resulting from any breach or default by Seller or any of its Affiliates); or (d) set forth in Section 3.23 of the Seller Disclosure Schedule.

3.24 Absence of Certain Changes. Except as set forth in Section 3.24 of the Seller Disclosure Schedule and except for the negotiation, preparation, and the execution and delivery of this APA, since the Interim Balance Sheet Date: (a) Seller has conducted its business (including the ownership, operation, maintenance, and use of the Project and the other Project Assets) in the ordinary course of business; (b) there has not occurred any change, event, circumstance, development, occurrence, or effect (including any damage, destruction, casualty, or loss of

any kind to the Project) that, individually or in the aggregate with other changes, events, circumstances, developments, occurrences, or effects, has resulted in, or could reasonably be expected to result in, a Seller Material Adverse Effect; and (c) there has been no action or failure to act that would constitute a violation of Section 5.3.1 (*Interim Period*) if the action or failure to act were to be taken without the consent of GPC from the date of this APA through the earlier of the Closing or the termination of this APA.

3.25 Credit Support. Other than as set forth in Section 3.25 of the Seller Disclosure Schedule, there is no Credit Support provided, or to be provided, by or on behalf of Seller or any of its Affiliates for the benefit of the Project.

3.26 Affiliate Arrangements. Except as set forth in Section 3.26 of the Seller Disclosure Schedule, neither any of Seller's Affiliates or any direct or indirect equity holder of any of Seller's Affiliates, or any director, officer, or employee of any of the foregoing: (a) is a party to any Contract with Seller; (b) provides services or resources to Seller, or receives services or resources provided by Seller; or (c) has any material interest in any Person that acquires from or provides to Seller any goods or services that are material to the ownership, operation, maintenance, repair, or use of the Project as currently conducted (each, an "**Affiliate Arrangement**").

3.27 Brokers. Neither Seller nor any of its Affiliates has any Liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this APA, or any other Transaction Document for which GPC or any of its Affiliates could become liable or obliged.

3.28 Development Fees. Except as set forth in Section 3.28 of the Seller Disclosure Schedule, there are no amounts due or that may become due and owing by Seller, any Affiliates of Seller, or GPC in connection with any prior development or acquisition agreement or related transaction with respect to the Project. There are no restrictions on competition, change in control restrictions, direct or indirect equity ownership, or asset transfer restrictions, rights of first refusal, rights of first offer, or other similar rights or restrictions that restrict Seller from entering into, implementing, or consummating the transactions contemplated by this APA.

3.29 Disclosure. Seller has made available for GPC's review all material information in the possession or control of, or reasonably available to, Seller or any Affiliate of Seller relating to the Project, including the Project Assets, in connection with GPC's due diligence examination conducted with respect to the transactions contemplated by this APA. None of the information provided by Seller to GPC contains any untrue statement of a material fact, or omits to state a material fact, necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading. No representation or warranty made by Seller in this APA, or any Transaction Document to which Seller is or will be a party in connection with the transactions contemplated by this APA, and no statement contained in Seller Disclosure Schedule or any certificate or other document furnished or to be furnished to GPC under this APA, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

3.30 Reports. Seller has delivered to GPC true, correct, and complete copies of the Reports (including the most recent performance testing reports for the Project). None of the Reports, individually or in the aggregate, indicate any event, result, occurrence, development, fact, change, or effect of whatever nature or kind that has had or would reasonably be expected to have a Seller Material Adverse Effect.

3.31 Anti-Corruption. None of Seller or any Affiliate of Seller, or any Person acting on behalf of Seller or any Affiliate of Seller, has, directly or indirectly, made contributions, gifts, or payments relating to any political activity or solicitation of business which was prohibited by Law or, on behalf of Seller, made any direct or indirect unlawful payment to any official or employee of any Governmental Authority, or established or maintained any unlawful or unreported funds. None of Seller or any Affiliate of Seller, or any Person acting on behalf of Seller or any Affiliate of Seller, has accepted or received any unlawful contribution, payment, gift, entertainment, or expenditure.

3.32 Sufficient Funds. Seller and Seller Guarantor have sufficient funds available to it in order to meet its obligations under this APA and the Transaction Documents.

3.33 Bankruptcy; Insolvency. There is no bankruptcy, reorganization, or insolvency proceeding pending, being contemplated by or, to Seller's Knowledge, threatened against Seller or Seller Guarantor, and, to Seller's Knowledge, no facts, conditions, or circumstances exist that would permit one or more Persons to bring an involuntary bankruptcy proceeding against Seller or Seller Guarantor. Each of Seller and Seller Guarantor is, and immediately after giving effect to the transactions contemplated by this APA will be, Solvent.

3.34 Data Security and Cybersecurity. Seller has provided true and correct copies of all current cybersecurity and privacy policies with respect to the Project and the Project Assets. Except as would not result in a material

liability to the Project, Seller has taken commercially reasonable efforts to protect and maintain data security with respect to the Project and the Project Assets.

PART 4. REPRESENTATIONS AND WARRANTIES OF GPC

GPC represents and warrants to Seller as of the date of this APA and as of the Closing Date (except, in each case, for those representations and warranties made as of a specified date, which will be true and correct as of that date) as follows:

4.1 Organization; Existence. GPC is a corporation duly formed, validly existing, and in good standing under the Laws of the state of Georgia. GPC has all requisite corporate power and authority to: (a) own, lease, and operate its assets and properties where its assets and properties are currently owned, leased, and operated; and (b) carry on its business as it is now being conducted. GPC is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the qualification is required.

4.2 Authorization; Enforceability. GPC has full corporate power and authority to enter into this APA and the other Transaction Documents to which it is or will be a party, to perform its obligations under this APA and the other Transaction Documents to which it is or will be a party, and to consummate the transactions contemplated by this APA and the other Transaction Documents to which it is or will be a party. The execution, delivery and performance by GPC of this APA and the consummation by GPC of the transactions contemplated by this APA have been duly authorized by all necessary corporate action on the part of GPC. This APA and the other Transaction Documents to which it is or will be a party: (a) have been (or will be when delivered) duly and validly executed and delivered by GPC; and (b) constitute (or will constitute when delivered) (assuming the due execution and delivery thereof by Seller or its Affiliates, as applicable) valid and legally binding obligations of GPC, enforceable against GPC in accordance with their terms, subject to the Remedies Exception.

4.3 No Conflicts. The execution, delivery, and performance by GPC of this APA and the other Transaction Documents to which it is or will be a party does not, and the consummation by GPC of the transactions contemplated by this APA and the other Transaction Documents to which it is or will be a party will not: (a) contravene or violate any provision of the Organizational Documents of GPC; (b) subject to obtaining the Commission Certificate and the FERC Approval and, if filing of a pre-merger notification under the HSR Act is required, subject to the expiration or earlier termination of the applicable waiting period under the HSR Act (including any extensions thereof), conflict with or result in a violation or breach of any term or provision of any Law applicable to GPC; or (c) contravene or violate any provision of, or result in the termination or acceleration of, or entitle any party to accelerate any obligation or Indebtedness under, or require the Consent of any Person under, or give any person the right to terminate or modify, any Contract or Permit to which GPC is a party or by which it is bound, except, in the case of clause (c), as would not, individually or in the aggregate, reasonably be expected to have a GPC Material Adverse Effect.

4.4 Governmental Consents. Other than the Commission Certificate, the FERC Approval, and any Consent required under the HSR Act, no Consent of or with any Governmental Authority is required to be made or obtained by GPC for or in connection with the execution, delivery, and performance by GPC of this APA and the other Transaction Documents to which it is or will be a party, or the consummation by GPC of the transactions contemplated by this APA or the other Transaction Documents to which it is or will be a party.

4.5 Compliance with Laws. GPC is not in violation of any applicable Law, except for violations that would not, individually or in the aggregate, reasonably be expected to have a GPC Material Adverse Effect.

4.6 Legal Proceedings. Except as would not, individually or in the aggregate, reasonably be expected to have a GPC Material Adverse Effect, as of the date of this APA: (a) there is no Action pending or, to Buyer's Knowledge, threatened against GPC or otherwise affecting any of its assets or properties before any Governmental Authority; and (b) neither GPC nor any of its assets or properties is subject to any Order.

4.7 Brokers. Neither GPC nor any of its Affiliates has any Liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this APA for which Seller or its Affiliates could become liable or obliged.

4.8 Available Funds. At the Closing, GPC will have all immediately available funds necessary for its payment in cash of the Purchase Price, and the satisfaction of all of GPC's obligations under this APA. GPC acknowledges and agrees that the receipt or availability of funds or financing by GPC or any of its Affiliates will not be a condition to GPC's obligations under this APA. To GPC's Knowledge, no funds to be paid to Seller have been derived or will have been derived from, or constitute, either directly or indirectly, proceeds of any criminal activity under any applicable anti-money laundering Laws.

PART 5. GENERAL COVENANTS

5.1 Consents; Regulatory Approvals.

5.1.1. Consents. During the Interim Period: (i) Seller will (and will cause its Affiliates to) use commercially reasonable efforts to obtain or make all Consents of or with any Person (other than any Governmental Authority) under any Project Contract necessary in order to allow the Parties to consummate, as promptly as practicable (but no later than the Outside Date), the transactions contemplated by this APA and the other Transaction Documents; and (ii) GPC will (and will cause its Affiliates to) use commercially reasonable efforts to: (a) cooperate with Seller and its Affiliates in their efforts to obtain the Consents in subpart (i); and (b) obtain or make all Consents of or with any Person (other than any Governmental Authority) under any material Contract to which GPC is a party necessary in order to allow the Parties to consummate, as promptly as practicable (but no later than the Outside Date), the transactions contemplated by this APA and the other Transaction Documents; except that the efforts will not include any requirement or obligation on the part of any Party to make any payment or assume any Liability not otherwise required to be paid or assumed by the terms of an existing Contract or offer or grant any financial accommodation or other benefit not otherwise required to be made by the terms of an existing Contract.

5.1.2. Regulatory Approvals. Each Party will, and will cause its respective Affiliates to, prepare, as soon as is reasonably practical following the date of this APA, all filings required under any applicable Law to be made by it or its Affiliates with any Governmental Authority in connection with the transactions contemplated by this APA prior to the Closing Date. Each Party will, and will cause its respective Affiliates to, submit the required filings as soon as reasonably practicable after the date of this APA. The Parties will, and will cause their respective Affiliates to, promptly make any appropriate or necessary subsequent or supplemental filings and cooperate with one another in the preparation of the filings in the manner as is reasonably necessary and appropriate. The Parties will consult with one another and agree in good faith upon the timing of the filings.

5.1.3. Communications. Each Party will notify the other Party promptly upon the receipt by the Party or its Affiliates of: (i) any material comments or questions from any officials of any Governmental Authority in connection with any filings made pursuant to this Section 5.1 (*Consents; Regulatory Approvals*) or the transactions contemplated by this APA; and (ii) any request by any officials of any Governmental Authority for amendments or supplements to any filings made pursuant to any applicable Laws or answers to any questions, or the production of any documents, relating to an investigation of the transactions contemplated by this APA by any Governmental Authority. Whenever any event occurs that is required to be set forth in an amendment or supplement to any filing made pursuant to this Section 5.1 (*Consents; Regulatory Approvals*), each Party will promptly inform the other Party of the occurrence, and the Parties will reasonably cooperate in filing promptly with the applicable Governmental Authority the amendment or supplement. Without limiting the foregoing, each Party will provide to the other Party (or its counsel), upon request, copies of all material correspondence between the Party and any Governmental Authority relating to the transactions contemplated by this APA or the other Transaction Documents. In addition, to the extent reasonably practicable, all discussions, telephone calls, and meetings with any Governmental Authority regarding the transactions contemplated by this APA will include representatives of both GPC and Seller. Subject to applicable Law, the Parties will consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, and proposals made or submitted to any Governmental Authority regarding the transactions contemplated by this APA or the other Transaction Documents by or on behalf of any Party.

5.1.4. Filings with Governmental Authorities Generally[2]. Each Party will, and will cause its Affiliates to, promptly take, in order to consummate the transactions contemplated by this APA, commercially reasonable actions to: (i) make and obtain all Consents with or of, or other permission or action by, and to make all applications and submissions to, Governmental Authorities as are required to be made or obtained by the Party or its Affiliates for the consummation of the transactions contemplated by this APA; (ii) secure the expiration or termination of any applicable waiting period from any Governmental Authority; (iii) defend all Actions associated with subparts (i) and (ii) above challenging this APA, or the other Transaction Documents, or the consummation of the transactions contemplated by this APA; and (iv) resolve any objections asserted with respect to the transactions contemplated by this APA, and the other Transaction Documents raised by any Governmental Authority associated with subparts (i) and (ii) above, and to prevent the entry of any related court order and to have vacated, lifted, reversed, or overturned

[2] *Note to Bidders: This Section may be revised to include specific timeframes for certain filings*.

any decree, judgment, permanent, or preliminary injunction, restraining order, or other order associated with subparts (i) and (ii) above. Each Party will, and will cause its Affiliates to, use commercially reasonable efforts to respond to and seek to resolve as promptly as reasonably practicable any objections asserted by any Governmental Authority regarding the transactions contemplated by this APA or the other Transaction Documents.

5.1.5. Limitations. Despite any other provision in this APA to the contrary: (i) neither Party will be obligated to provide the other Party with proprietary information relating to the Party's businesses or any information that could reasonably be expected to result in a violation of any applicable Law or Contract or constitute waiver of any attorney-client privilege or attorney work product protection; and (ii) GPC will not be required to agree to, accept, or become subject to, any Burdensome Condition. In addition, despite any other provision in this APA, GPC will not be required to: (a) consult with Seller regarding, or permit Seller to review, any filings or other information submitted by or on behalf of GPC to the Commission; (b) incorporate or otherwise address any Seller comments with respect to any filings or other information submitted by or on behalf of GPC to the Commission; (c) provide notice to Seller of communications between GPC and the Commission, or copies of any notices, correspondence, or other written communications between GPC and the Commission; or (d) permit Seller to participate in any discussions or meetings between GPC and the Commission. For the avoidance of doubt, all references to the Commission in this Section 5.1.5 (*Limitations*) include the Commission staff.

5.2 Access to Information. During the Interim Period, Seller will, and will cause its Affiliates to, provide GPC and its Representatives with reasonable access to, and the opportunity to make reasonable inspections of, upon reasonable prior notice and during normal business hours, all: (a) Representatives of Seller; (b) Seller's premises and properties (including the Project and Project Assets); and (c) all Books and Records and other information (including Tax records) of Seller, in each case, as reasonably requested by GPC; except that neither GPC nor any of its Affiliates or its or their respective Representatives will conduct any subsurface investigation or invasive inspection or testing of any environmental media without the prior written consent of Seller. Despite any other provision in Section 10.1 (*Notices*), email consent from any Representative of Seller or GPC will suffice to satisfy the requirement in this Section 5.2 (*Access to Information*) that notice and consent be given in writing, and each Party will be entitled to rely on the email consent for all purposes of this Section 5.2 (*Access to Information*). Despite the prior sentence, and without limiting the generality of the confidentiality provisions set forth in this APA or any other Transaction Document, Seller will not be required to provide (or cause its Affiliates to provide) any information if: (i) the disclosure would be reasonably likely to contravene any applicable Laws, Permits, Contracts, fiduciary duty or other binding obligation of Seller; (ii) the disclosure would be reasonably likely to jeopardize any attorney-client privilege or attorney work product protection; or (iii) the information is pertinent to any litigation in which the Seller or any of its Affiliates, on the one hand, and GPC or any of its Affiliates, on the other hand, are adverse parties; except that nothing in this APA will limit any Party's rights to discovery in connection with any litigation. Any access to the Representatives, premises, properties, books, records, and other information of Seller will be subject to the following additional limitations: (A) GPC, its Affiliates, and its and their respective Representatives will not damage all or any portion of the property of the Seller or any of its Affiliates; (B) a Representative of Seller will have the right to be present when GPC, any of its Affiliates or any of its or their respective Representatives conducts its inspection; and (C) GPC will (and will cause its Affiliates and its and their respective Representatives to) use commercially reasonable efforts to perform all on-site due diligence reviews and all communications with any Person on an expeditious and efficient basis.

5.3 Conduct of Business.

5.3.1. Interim Period. During the Interim Period, except as set forth on Section 5.3.1 of the Seller Disclosure Schedule, as expressly contemplated by this APA, as required by applicable Law, or as consented to in writing by GPC, Seller will: (i) conduct its business in the ordinary course of business; (ii) use commercially reasonable efforts to own, operate, maintain, repair, and use the Project in accordance with Prudent Utility Practice and applicable Permits, Laws, and Contracts; and (iii) use commercially reasonable efforts to preserve relationships with its business relations in connection with the Project in the ordinary course of business. Without limiting the foregoing, during the Interim Period, except as set forth on Section 5.3.1 of the Seller Disclosure Schedule, as expressly contemplated by this APA, as required by applicable Law or as consented to in writing by GPC, Seller will not:

(i) amend any of its Organizational Documents or fail to maintain its legal existence as a [●];

(ii) engage in any line of business other than the continued ownership, operation, maintenance, and use of the Project;

(iii) sell, assign, transfer, lease, license, or otherwise dispose of any Project Assets, except for sales of obsolete assets or excess construction materials in the ordinary course of business;

(iv) purchase, lease, or otherwise acquire any property or assets having a value that exceeds $[●] individually or $[●] in the aggregate, except for purchases of materials, supplies, and spare parts in the ordinary course of business, including as necessary to comply with any Project Contract;

(v) merge or consolidate with, or acquire, any other Person or enter into any joint venture, partnership, or similar venture with any other Person;

(vi) liquidate, dissolve, reorganize, or otherwise wind up its business or operations;

(vii) make a voluntary assignment for the benefit of its creditors or file a voluntary petition of bankruptcy or insolvency or otherwise institute insolvency proceedings of any type;

(viii) abandon the Project;

(ix) (a) create, incur, assume, or guarantee Indebtedness; or (b) grant, impose, or permit to exist any Lien (other than a Permitted Lien) on the Project or any Project Assets;

(x) enter into any Affiliate Arrangement that will be in effect following the Closing;

(xi) (a) amend or grant any waiver under any Project Contract or Real Property Agreement (other than: (1) ministerial or immaterial amendments or waivers, in each case, that would not reasonably be expected to have an adverse impact on GPC (either directly or indirectly through ownership of the Project Assets) or its rights thereunder following the Closing; or (2) as expressly required by the terms thereof as of the date of this APA); (b) terminate any Project Contract or Real Property Agreement (other than any expiration or termination in accordance with its terms, except as a result of any breach by Seller); (c) assign any Project Contract or Real Property Agreement; or (d) enter into any Real Property Agreement or any Contract with respect to the Project or the Project Assets;

(xii) make any material modification to the design of the Project;

(xiii) enter into any compromise or settlement of any material Actions;

(xiv) amend, restate, supplement, waive any rights under, terminate, or otherwise fail to maintain in effect any Project Permit;

(xv) abandon or fail to maintain any Project Intellectual Property;

(xvi) hire any employee or offer employment to any individual or adopt or enter into any Benefit Plan, or take any action that could result in Seller becoming a joint employer;

(xvii) make any material change in its financial reporting and accounting methods, other than as required by GAAP or applicable Law;

(xviii) make any new, or change any existing, election with respect to Taxes or settle any Tax Liability in a manner that would reasonably be expected to have a material adverse effect on GPC after the Closing; or

(xix) agree or commit to do any of the foregoing.

5.3.2. Emergency Circumstances. Despite any other provision in this Section 5.3 (*Conduct of Business*), Seller may take the actions as it reasonably deems necessary to prevent the occurrence of, or mitigate the effects of, damage to property or injury to persons under emergency circumstances. Upon the occurrence of such event, Seller will provide GPC with notice of the action as soon as reasonably practicable and that taking the action will not impact GPC's rights under this APA.

5.3.3. Notification of any Action. During the Interim Period, Seller will promptly (but in any event within five Business Days) notify GPC of any Action from any Person (including any Governmental Authority) against Seller or affecting any of the Project Assets.

5.3.4. Amendments and Waivers. Seller will provide GPC with a true and complete copy of any amendment to or waiver under any Project Contract or Real Property Agreement entered into or granted, as the case may be, in accordance with Section 5.3.1 (*Interim Period*) promptly upon the execution and delivery thereof by the parties thereto or the granting thereof, as applicable.

5.3.5. Financial Statements. During the Interim Period, within 30 days after the end of each fiscal quarter, Seller will and will cause Seller Guarantor to provide an unaudited balance sheet, and the related statements of operations and comprehensive income and statements of members' equity and cash flows, as of and for the three-month period then ended.

5.4 Termination of Intercompany Obligations and Affiliate Arrangements. Except as set forth on Section 5.4 of the Seller Disclosure Schedule (solely with respect to subpart (ii) of this Section 5.4 (*Termination of Intercompany Obligations and Affiliate Arrangements*) or otherwise consented to in writing by GPC prior to the Closing, at or prior to the Closing, Seller will cause: (i) all Liabilities between or among Seller, on the one hand, and any of its Affiliates, on the other hand, relating to pre-Closing matters to be settled and released by causing the Liabilities to be either, at Seller's option: (a) paid and discharged, including by netting of payables and receivables; or (b) cancelled, forgiven, or released; and (ii) all Affiliate Arrangements to be terminated, in the case of each of clauses (i) and (ii), without further force or effect, or Liability to GPC (either directly or indirectly through ownership of the Project Assets), from and after the Closing.

5.5 Confidentiality; Public Statements or Press Releases.

5.5.1. Non-Disclosure. Each Party acknowledges that portions of this APA contain Confidential Information and may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that it will not, without the written consent of the other Party or as otherwise provided in this APA, disclose a disclosing Party's Confidential Information to any third party, except that receiving Party may disclose Confidential Information: (i) to its Affiliates, consultants, agents, and advisors who (a) need to know the information in connection with the receiving Party's performance of its obligations under this APA; and (b) are subject to a contractual obligation to maintain the confidentiality of Confidential Information; and (ii) to the extent required by applicable Law. Seller acknowledges and agrees that the terms of this APA, and all price and payment information provided by GPC to Seller are Confidential Information.

5.5.2. Disclosure of Confidential Information to the Commission. Each Party agrees to request confidential treatment of the Confidential Information in this APA from the Commission in accordance with the Commission's rule regarding trade secrets, but Seller understands that certain terms, conditions, and provisions of this APA may need to be disclosed in connection with GPC's regulatory obligations before the Commission. GPC makes no assurance or commitment regarding the ability of GPC to obtain confidential treatment from the Commission. The Parties agree that if Confidential Information is required to be disclosed pursuant to applicable Law, the Disclosing Party will make reasonable efforts to obtain protection from disclosure pursuant to the trade secret provisions applicable to the Governmental Authority or court to ensure that the Confidential Information is protected from public disclosure.

5.5.3. Survival of Confidentiality Obligations. Despite any other provision in this APA, this Section 5.5 (*Confidentiality; Public Statements or Press Releases*) will survive for a period of two years after the termination or expiration of this APA, except that, to the extent any Confidential Information constitutes a "**trade secret**" under any applicable Law the Receiving Party's obligations under Section 5.5 (*Confidentiality; Public Statements or Press Releases*) will apply for the life of the trade secret.

5.5.4. Public Statements or Press Releases. Neither Seller nor any of its Affiliates will issue any public statement (including any news release, internet, website, social media posting, or other publication) concerning: (i) this APA or the transactions described in this APA; (ii) the Project with respect to this APA; or (iii) Seller's relationship with GPC, in each case, without the communication first being reviewed and agreed upon by GPC before any release to the public. In addition, Seller is responsible for ensuring that its contractors, Affiliates, and contractual counterparties, and each of their respective employees, contractors, and agents, fully comply with this Section 5.5.4 (*Public Statements or Press Releases*).

5.6 Expenses. Except as otherwise expressly provided in this APA (including Section 5.9 (*Required Seller Payments*)), whether or not the transactions contemplated by this APA are consummated, all costs and expenses incurred in anticipation of, relating to, and in connection with the negotiation and execution of this APA and the consummation of the transactions contemplated by this APA and the Transaction Documents will be paid by the Party incurring the costs and expenses. Despite the prior sentence, Seller will pay all filing fees required by any Governmental Authority in connection with any Consents required to be obtained or made pursuant to this APA.

5.7 Further Assurances.

5.7.1. Further Actions. Prior to the Closing, each Party will, and will cause its respective Affiliates and Representatives to, cooperate and use their respective commercially reasonable efforts to take, or cause

to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or advisable under applicable Laws and regulations, or otherwise to consummate and make effective the transactions contemplated by this APA as soon as practicable and to take the actions or do the things as the other Party may reasonably request in order to cause any of the conditions to the other Party's obligation to consummate the transactions specified in Part 6 (*Conditions Precedent*) to be fully satisfied.

5.7.2. Further Instruments. Each Party agrees that from time to time after the Closing, it will execute and deliver or cause their respective Affiliates to execute and deliver further instruments, and take (or cause their respective Affiliates to take) other actions, as may be reasonably necessary or advisable to carry out the purposes and intents of this APA and the other Transaction Documents.

5.8 Exclusivity. From and after the Effective Date until the earlier of: (i) 90 days after the termination of this APA pursuant to Part 10 (*Miscellaneous*); and (ii) the Closing Date, none of Seller, Seller's Affiliates, or any of their respective Representatives, or anyone acting on behalf of them, will, directly or indirectly: (a) encourage, solicit, or initiate, any discussions or negotiations with; or (ii) provide any information to, any Person (other than GPC or its Representatives); (c) engage in discussions or negotiations with any Person other than GPC with respect to any Acquisition Proposal or an inquiry or indication of interest that could lead to an Acquisition Proposal; (d) accept any offer or respond to any indications of interest from any Person, or enter into an agreement, arrangement, or understanding with any Person other than GPC or its Affiliates, in each case, concerning any Acquisition Proposal. In the event Seller, any of its Affiliates, or any of its Representatives receives any Acquisition Proposal by any Person other than GPC, Seller will: (I) immediately notify GPC of receipt of the Acquisition Proposal; (II) disclose the details of the Acquisition Proposal to GPC and provide copies of any written materials related to the Acquisition Proposal; and (III) immediately inform all third parties making the Acquisition Proposal of the covenants and prohibitions set forth in this Section 5.8 (*Exclusivity*).

5.9 Required Seller Payments.

5.9.1. Itemized Seller Payments. Seller will be solely responsible for, and will pay, all costs and expenses associated with any of the items set forth on Schedule 5.9 (*Itemized Seller Payments*).

5.9.2. Additional Seller Payments. Without limiting the foregoing Section 5.9.1 (*Itemized Seller Payments*), Seller will be solely responsible for, and will pay, all costs and expenses required for, or incurred in connection with, the development, design, engineering, construction, interconnection, commissioning, completion, ownership, operation, maintenance, repair, and use of the Project (including, for the avoidance of doubt, accrued property taxes and easement payments) to the extent the costs and expenses arise or are incurred at or prior to the Closing, or are otherwise allocable to activities performed at or prior to the Closing.

5.9.3. Payment. All costs and expenses that are the responsibility of Seller pursuant to Section 5.9.1 (*Itemized Seller Payments*) or Section 5.9.2 (*Additional Seller Payments*), in each case, that are due and payable at or prior to the Closing will be paid by Seller prior to or concurrently with Closing, and all costs and expenses that are the responsibility of Seller pursuant to Section 5.9.1 (*Itemized Seller Payments*) or Section 5.9.2 (*Additional Seller Payments*), in each case, that are due and payable following the Closing will be paid by Seller as and when due and owing by Seller.

5.10 Insurance. Seller will maintain or cause to be maintained in full force and effect, through the Closing Date and for a period of [●] years following the Closing, the Project Insurance Policies on substantially the same or similar terms (or obtain comparable replacement or renewal coverage). Seller will promptly notify GPC of any material claim made under any Project Insurance Policy (or any replacement or renewal coverage) during the Interim Period.

5.11 No Encroachments. Seller will cause all Improvements to be installed and constructed solely on the Project Real Property and will not permit any encroachments on property that is not Project Real Property.

5.12 Estoppel Letters. Prior to the Closing, Seller will use commercially reasonable efforts to obtain estoppel letters, dated not more than 60 days prior to the Closing Date and in form and substance reasonably satisfactory to GPC and the Title Company, executed by the landowners, easement grantors and licensors under the Real Property Agreements.

5.13 Transfer of Project Contracts and Project Permits.

5.13.1. Project Contracts. Prior to the Closing Date, to the extent that the Consent of a party (other than Seller) (each, a "**Counterparty**") to a Project Contract is required in order to transfer any Project Contracts to GPC without violating any provision of any Project Contract or applicable Law: (i) Seller will use

commercially reasonable efforts to obtain the written Consent (the "**Contract Consent**") of each Counterparty to each Project Contract to the assignment to GPC, and the assumption by GPC, of each such Project Contract at the Closing; (ii) in the event that, notwithstanding the use of commercially reasonable efforts, any Project Contract is not assignable to GPC, Seller will maintain the Project Contract in full force and effect and enter into back-to-back arrangements with GPC, in form and substance satisfactory to GPC, to provide GPC with the benefits of the Project Contract; and (iii) GPC will reasonably cooperate with Seller in its efforts to obtain Contract Consents from the Counterparties; so long as GPC or Seller are not required to make any payment to any Counterparty or assume any Liability not otherwise required to be paid or assumed by Seller pursuant to the terms of the Project Contract, or offer or grant any financial accommodation or other benefit to the Counterparty not otherwise required to be offered or granted by Seller pursuant to the terms of the Project Contract. Following the Closing, Seller will reasonably cooperate with GPC in GPC's efforts to provide notices to Counterparties to any Project Contract as GPC (acting reasonably) may deem necessary, including notices providing Counterparties with updated notice information and updated bank account information to which any applicable payments should be made by the Counterparties.

5.13.2. Project Permits. Prior to the Closing Date, to the extent the Consent of any Governmental Authority is required in order to transfer any Project Permit to GPC without violating any provision of any Project Permit or applicable Law: (i) Seller will use commercially reasonable efforts to either transfer or obtain the reissuance of each Project Permit to GPC at the Closing; (ii) in the event that, notwithstanding the use of commercially reasonable efforts, any Project Permit is not transferrable or re-issuable to GPC, Seller will maintain the Project Permit in full force and effect until the time that GPC is able to obtain its own Permit; and (iii) GPC will reasonably cooperate with Seller in its efforts to transfer or obtain the reissuance of any such Project Permit. GPC will have the right to review in advance all characterizations of the information relating to the transactions contemplated by this APA that appear in any document to be submitted in connection with any filings to transfer the Project Permits, and Seller agrees to consider in good faith any comments reasonably requested by GPC.

5.13.3. Assignment of Project Assets. Prior to the Closing Date, Seller will cause its Affiliates to transfer and assign to Seller all of its Affiliates' right, title, and interest in, to, and under all properties, assets, and rights of any kind, wherever located, whether tangible or intangible, owned, licensed, leased, or otherwise held by any of its Affiliates that are related to, used in or held for use in, or necessary for the ownership, operation, maintenance, repair, or use of the Project.

5.14 Appraisal, Title Report, Survey, Title Insurance Commitment, & Title Insurance Policy Matters.

5.14.1. Appraisal. Within thirty 30 days after the Effective Date, GPC will, at Seller's cost and expense, use commercially reasonable efforts to retain a nationally or regionally recognized real property appraiser, reasonably acceptable to Seller, in order to prepare an appraisal of the fair market value of the real property interests relating to the Project Real Property. Seller will reasonably cooperate with GPC in connection with selecting the appraiser and obtaining the appraisal.

5.14.2. Title Report. Within 30 days after the Effective Date, GPC will, at Seller's cost and expense, use commercially reasonable efforts to obtain a preliminary title report with respect to each parcel of real property comprising the Project Real Property or that is the subject of a Real Property Agreement, including the Easements (the "**Preliminary Title Report**").

5.14.3. ALTA Survey. Within 60 days after GPC's receipt of the Preliminary Title Report, GPC will, at Seller's cost and expense, use commercially reasonable efforts to obtain the ALTA Survey prepared by the Surveyor, in form and substance reasonably acceptable to GPC, which ALTA Survey will be in the name of, and prepared at the direction of GPC.

5.14.4. Title Commitment. Within 30 days after GPC's receipt of the ALTA Survey, GPC will use commercially reasonable efforts to obtain a commitment for title insurance issued by the Title Company (the "**Title Commitment**") to issue the Title Policy on the Closing Date.

5.14.5. Title and Survey Objection Notice. GPC may object to any matters shown on the Title Commitment or the ALTA Survey, other than Permitted Liens as of the Closing Date and the standard pre-printed exceptions that appear in the Title Commitment, by delivering written notice (the "**Title and Survey Objection Notice**") to Seller no later than 14 days after receipt by GPC of the later of the Title Commitment and the ALTA Survey. If GPC does not deliver the Title and Survey Objection Notice within the prescribed 14-day period, all matters reflected on the Title Commitment and ALTA Survey will be Permitted Liens,

and all matters reflected on the Title Commitment and the ALTA Survey to which GPC does not object in the Title and Survey Objection Notice will be Permitted Liens. Seller may, but will have no obligation to, remove or rectify prior to Closing any matters identified as Objectionable Title and Survey Matters in the Title and Survey Objection Notice. Within 14 days after receipt of GPC's Title and Survey Objection Notice, Seller will provide GPC written notice ("**Seller's Title/Survey Objection Response**") of those Objectionable Title and Survey Matters which Seller will remove or rectify and those which Seller elects not to remove or rectify. If Seller elects not to remove or rectify any of the Objectionable Title and Survey Matters, GPC will have the right to terminate this APA by delivering written notice to Seller within 14 days after GPC's receipt of Seller's Title/Survey Objection Response. If GPC does not deliver to Seller a notice of termination within the prescribed 14-day period, then GPC will be deemed to have accepted the Objectionable Title and Survey Matters and they will be deemed to be Permitted Liens.

5.15 Performance Security. Effective as of the Effective Date, and continuing until the Closing Date, Seller will furnish GPC Performance Security in the aggregate amount of 5% of the Purchase Price. Seller will cause the Performance Security to be maintained in full force and effect at all times until all obligations of Seller under this APA (including indemnity obligations) have been fully performed and discharged. If Seller has delivered a Seller Guaranty as the Performance Security and at any time while the Seller Guaranty is required to be maintained as described in the immediately preceding sentence the Person providing the Seller Guaranty is not Creditworthy, then Seller will furnish, within 30 days after notice from GPC, a replacement Seller Guaranty from a Person that is Creditworthy. If Seller has delivered a Seller Guaranty as the Performance Security, then on the Closing Date, Seller will also deliver to GPC the Closing Date Letter of Credit, and Seller will cause the Closing Date Letter of Credit to be maintained in full force and effect until the date that is three years after the Closing Date, unless there are outstanding liabilities at that time, in which case the Closing Date Letter of Credit must be maintained until all outstanding liabilities have been discharged.

5.16 Performance Test. [***Placeholder for language giving GPC the right to require performance testing at the Project prior to Closing***]

PART 6. CONDITIONS PRECEDENT

6.1 Conditions to Obligations of Each Party. The respective obligations of each Party to this APA to consummate the transactions contemplated by this APA are subject to the satisfaction (or waiver by the applicable Party) of each of the following conditions at or prior to the Closing:

6.1.1. [**Consents**. All Consents listed on Schedule 6.1.1 (*Consents*) have been obtained, and are in full force and effect.][3]

6.1.2. No Injunction. There exists no Law, Order, or Permit that restrains, enjoins, or otherwise prohibits or makes illegal the consummation of the transactions contemplated by this APA, and there is no pending action or proceeding initiated by any Governmental Authority seeking an Order prohibiting the consummation of the transactions contemplated by this APA.

6.1.3. [**HSR Act**. The applicable waiting period under the HSR Act (and any extension thereof) has expired or been terminated.][4]

6.1.4. Regulatory Matters.

(i) Filing Application with Commission. GPC will use reasonable efforts to obtain the Commission Certificate, and in furtherance thereof, to target a filing of the application as soon as reasonably practicable after execution of this APA, and to pursue the issuance of the Commission Certificate. Seller agrees to assist and support GPC, in a timely manner and to the extent reasonably requested by GPC, in obtaining the Commission Certificate.

(ii) Certificate Conditions. If: (a) the Commission issues a Commission Certificate that is subject to material qualifications or conditions that adversely affect GPC; (b) the Commission has not approved this APA through the granting of a Commission Certificate for the recovery in rates for the purchase of the Project Assets; or (c) the Commission fails to issue a Commission Certificate by the date required in Commission Rule 515-3-4-.07(1)(e)(5), then GPC may terminate this APA upon written notice to Seller. If GPC terminates this APA under subpart (a) or (b), then GPC must give Seller notice of termination no later than 30 days after the issuance of

[3] *Note to Bidders: Placeholder for any required third-party Consents.*
[4] *Note to Bidders: If applicable, depending on the size of the transaction.*

the Order either approving the Commission Certificate with material qualifications or conditions or denying the Commission Certificate. If GPC terminates this APA under subpart (c), then GPC must give Seller notice of termination within 30 days after the date by which the Commission was required to issue the Commission Certificate under Commission Rule 515-3-4-.07(1)(e)(5). If, within 30 days after the Order approving or denying the Commission Certificate, GPC appeals the issuance or denial of the Commission Certificate to the Commission or Fulton County Superior Court, then GPC's right to terminate this APA will be extended until the date that is 80 days after the date of the Order approving or denying the Commission Certificate. Upon a termination under this Section 6.1.4(ii) (*Certificate Conditions*): (A) neither Party will have any further liability to the other Party under this APA; and (B) GPC will promptly return to Seller any unused portion of the Performance Security and Upgrade Security, if applicable;

(iii) Revocation, Qualifications, or Conditions. Despite the provisions of Section 6.1.4(ii) (*Certificate Conditions*), if at any time during the term of this APA, the Commission issues an Amended Commission Certificate that imposes a material qualification or condition that adversely affects GPC, unless GPC and Seller agree to an amendment in accordance with Section 6.1.4(v) (*APA Amendment*), GPC will have the right to terminate this APA if such material qualification or condition is not acceptable to GPC. Within 15 days after GPC's receipt of the Amended Commission Certificate, GPC will provide Seller with written notice of whether the Amended Commission Certificate is subject to a material qualification or condition and, if so, whether GPC elects to terminate this APA. If GPC fails to provide notice within the 15-day period, the Amended Commission Certificate will be deemed to be acceptable to GPC. Upon a termination pursuant to this Section 6.1.4(iii) (*Revocation, Qualifications, or Conditions)*: (a) neither Party will have any further liability to the other Party under this APA; and (b) GPC will promptly return to Seller any unused portion of the Performance Security and Upgrade Security, if applicable.

(iv) Change in Economic Circumstances or Market Conditions. Despite any other provision in this APA, and provided it is not otherwise required by Commission Rule 515-3-4.08, neither Party will seek to have the Commission revoke or amend the Commission Certificate on the Party's own initiative for reasons solely related to changed economic circumstances or market conditions affecting this APA.

(v) APA Amendment. If the Commission issues an Order approving this APA with any modification or condition, or issues an Amended Commission Certificate, as applicable, this APA will not be amended to include the modification or condition unless the Parties execute a written amendment agreeing to the modification or condition. If, within 30 days after the Order, GPC requests that Seller execute a written amendment agreeing to the modification or condition, and Seller does not execute a written amendment within 30 days after the request, GPC may terminate this APA. Upon termination of this APA under this Section 6.1.4(v) (*APA Amendment*), GPC will promptly return to Seller any unused portion of the Performance Security and Upgrade Security, if applicable, and thereafter, neither Party will have any further obligation to the other Party under this APA.

(vi) Affiliate FERC Approval. If Seller is an Affiliate of GPC and if required by applicable Law, FERC will have approved this APA without modification or conditions, or if approved subject to modification or conditions, only with such modifications or conditions that are acceptable to both Parties.

(vii) FERC Filings Waiver. The Parties waive all rights to submit filings to FERC seeking modification or rescission of this APA under Section 205 or 206 of the Federal Power Act. In any proceeding before FERC involving this APA, the Parties will request the "public interest" application of the "just and reasonable" standard of review in United Gas Pipe Line Co., v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956), and clarified by NRG Power Marketing LLC v. Maine Public Utility Commission, 130 S. Ct. 693 (2010).

6.2 Conditions to Obligations of GPC. The obligations of GPC under this APA to consummate the transactions contemplated by this APA are subject to the satisfaction (or waiver by GPC) of each of the following conditions at or prior to the Closing:

6.2.1. Seller's Representations and Warranties. The representations and warranties of Seller set forth in Part 3 (*Representations and Warranties of Seller*), disregarding any "materiality," "Seller Material

Adverse Effect," or other similar qualifications, are true and correct in all material respects, in each case on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date (except to the extent that such representations and warranties expressly are made as of an earlier date, in which case, as of the applicable earlier date);

6.2.2. Performance Prior to and at Closing. Each of the covenants and agreements of the Seller that are to be complied with or performed under this APA at or prior to the Closing have been complied with and performed in all material respects.

6.2.3. Seller Material Adverse Effect. No Seller Material Adverse Effect has occurred and is continuing as of the Closing.

6.2.4. Seller Closing Deliveries. Seller has delivered (or caused to be delivered) to GPC the following:

(i) a counterpart of the Bill of Sale, duly executed by Seller;

(ii) a counterpart to the Assignment Agreement, duly executed by Seller;

(iii) a counterpart to the Deed/Lease Assignment, duly executed by Seller;

(iv) a certificate, dated as of the Closing Date, duly executed by an officer of Seller certifying: (a) that the conditions described in Sections 6.2.1 (*Seller's Representations and Warranties*) and 6.2.2 (*Performance Prior to and at Closing*) have been satisfied; (b) that true and complete copies of resolutions of Seller authorizing the consummation of the transactions contemplated by this APA are attached to the certificate and that the resolutions were duly adopted, have not been rescinded, or amended and remain in full force and effect; and (c) as to the incumbency and signature of each Person executing documents on behalf of Seller or its Affiliates (the "**Seller Closing Certificate**");

(v) [a counterpart of [●], duly executed by [●];][5]

(vi) if required pursuant to Section 5.15 (*Performance Security*), the Closing Date Letter of Credit;

(vii) all guarantees required under the other Transaction Documents, duly executed by Seller Guarantor;

(viii) estoppel certificates executed on behalf of at least [●]% of the landowners, easement grantors, and licensors under the Real Property Agreements;

(ix) the Title Policy;

(x) the Updated Surveys;

(xi) a Form W-9 properly completed and duly executed by Seller;

(xii) a certificate in accordance with Treasury Regulations Section 1.1445-2(b);

(xiii) if applicable, a completed Domestic Content Certificate in substantially the form of Exhibit G (*Form of Domestic Content Certificate*) attached to this APA;

(xiv) (A) a current and valid Phase I environmental site assessment conducted in accordance with ASTM [E1527-13] with respect to the Project Real Property and, if required pursuant to ASTM [E1527-13], a current and valid Phase II environmental site assessment, in each case, dated no more than [●] days prior to the Closing Date; and (B) a reliance letter in favor of GPC with respect to each applicable assessment, in each case of clauses (A) and (B), in form and substance reasonably acceptable to GPC; and

(xv) any other documents required by applicable Law, or expressly required under this APA, in each case, to consummate the transactions contemplated by this APA.

6.2.5. Project Permits. All Project Permits have been duly transferred to GPC, or reissued in the name of GPC in accordance with applicable Law, and are valid and binding and in full force and effect.

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[5] *Note to Bidders: To include any agreements Seller or its Affiliates will enter into to perform work or services after the Closing.*

6.2.6. Project Contracts. All Project Contracts have been duly assigned to GPC as of Closing, and are valid and binding and in full force and effect.

6.2.7. Commission Certificate. The Commission Certificate has been duly obtained on terms that do not constitute a Burdensome Condition, and is in full force and effect.

6.3 Conditions to Obligations of Seller. The obligations of Seller under this APA to consummate the transactions contemplated by this APA are subject to the satisfaction (or waiver by Seller) of each of the following conditions at or prior to the Closing:

6.3.1. GPC's Representations and Warranties. The representations and warranties of GPC set forth in Part 4 (*Representations and Warranties of GPC*), disregarding any "materiality," "GPC Material Adverse Effect," or other similar qualifications set forth therein, are true and correct in all respects, in each case, on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date (except to the extent that such representations and warranties expressly are made as of an earlier date, in which case, as of the applicable earlier date) except as would not, individually or in the aggregate, have a GPC Material Adverse Effect.

6.3.2. Performance Prior to and at Closing. Each of the covenants and agreements of GPC that are to be complied with or performed under this APA at or prior to the Closing have been complied with and performed in all material respects.

6.3.3. GPC Closing Deliveries. GPC has delivered (or caused to be delivered) to or at the direction of Seller the following:

(i) the Purchase Price in accordance with Section 2.1.2 (*Payment of Purchase Price; Closing Deliveries*);

(ii) a counterpart of the Bill of Sale, duly executed by GPC;

(iii) a counterpart of the Assignment Agreement, duly executed by GPC;

(iv) a counterpart of the Deed/Lease Assignment, duly executed and acknowledged by GPC;

(v) a certificate, dated as of the Closing Date, duly executed by an officer of GPC certifying: (a) that the conditions described in Section 6.3.1 (*GPC's Representations and Warranties*) and 6.3.2 (*Performance Prior to and at Closing*) have been satisfied; (b) that true and complete copies of resolutions of GPC authorizing the consummation of the transactions contemplated by this APA are attached to the certificate, and that the resolutions were duly adopted, have not been rescinded or amended, and remain in full force and effect; and (c) as to the incumbency and signature of each Person executing documents on behalf of GPC or its Affiliates (the "**GPC Closing Certificate**");

(vi) [a counterpart of the [●], duly executed by GPC;][6] and

(vii) any other documents required by applicable Law, or expressly required under this APA, in each case, to consummate the transactions contemplated by this APA.

PART 7. TAX MATTERS

7.1 Transfer Taxes. Seller will bear and timely pay all Transfer Taxes and prepare and file all Tax Returns and other documentation necessary with respect to all Transfer Taxes. The Parties to this APA will use their commercially reasonable efforts to cooperate with each other upon request in the preparation and execution of the Tax Returns and other documentation, and to take any available steps under applicable Law to mitigate the amount of any Transfer Taxes.

7.2 Seller Tax Indemnity. Seller will indemnify and hold GPC harmless from and against: (a) any Seller Income Taxes; (b) any Pre-Closing Taxes; and (c) any Transfer Taxes. The limitations of liability in Part 8 (*Risk and Claims*) will not apply with respect to any indemnification Claim under this Section 7.2 (*Seller Tax Indemnity*).

7.3 Seller Tax Returns. For any Tax Returns that relate to a taxable period ending on or prior to the Closing Date, Seller will timely prepare and file, or will cause to be timely prepared and filed, with the appropriate authorities, all Tax Returns required to be filed with respect to the Project and the Project Assets; and all Tax

[6] *Note to Bidders: To include any agreements Seller or its Affiliates will enter into to perform work or services after the Closing.*

Returns must correctly and accurately set forth the amount of any Taxes relating to the applicable Tax period and Seller must pay within the time and manner prescribed by Law all Taxes due and payable with respect to the applicable Tax period.

7.4 Tax Contests. Despite any other provision in this APA to the contrary, as between GPC and Seller, GPC will have exclusive control of: (i) any income Tax audit, litigation, or other proceeding of GPC (or any affiliated, combined, consolidated, or unitary group of GPC is a member); and (ii) any Tax audit, litigation, or other proceeding with respect to the Project or the Project Assets.

7.5 Assistance and Cooperation. GPC and Seller will provide each other with the assistance and cooperation as may reasonably be requested by the other Party in connection with the preparation of any Tax Return, any audit or other examination by any Taxing Authority, or any judicial or administrative proceedings relating to Liability for Taxes. Such assistance and cooperation will include the retention and (upon the other Party's request) the provision of records and information that are reasonably relevant to any audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided under this APA. Each Party will retain and provide the requesting Party with any records or information until the expiration of the statute of limitations (and, to the extent notified by the other Party, any extensions thereof) of the respective taxable periods which may be relevant to the Tax Return, audit or examination, proceedings, or determination.

7.6 Allocation of Taxes. For purposes of determining the amount of Taxes with respect to the Project attributable to the portion of the Straddle Period ending on the Closing Date, any Liability for Taxes attributable to a Straddle Period will be apportioned between the portion of the period ending on the Closing Date and the portion of the period beginning on the day after the Closing Date: (i) in the case of real and personal property Taxes, by apportioning the Taxes on a per diem basis; and (ii) in the case of all other Taxes, on the basis of a closing of the books as of the close of business on the Closing Date, as described in Section 7.2 (*Seller Tax Indemnity*).

7.7 Tax Benefits. Neither Seller nor any Affiliate of Seller will engage in any action or fail to take any action that would be reasonably likely to jeopardize the realization by or allowance to GPC or any of its Affiliates of any Tax Benefits or the eligibility of the Project (or any property that is part of the Project) for any other Tax Benefit.

7.8 Prevailing Wage and Apprenticeship. Seller will ensure that it, and its contractors and subcontractors who directly or indirectly have provided, or will provide, services or goods to Seller in respect of the construction of the Project, comply with the PWA Requirements in respect of all construction, alteration, or repair of the Project. Notwithstanding anything in this APA to the contrary, in the event of any determination by the IRS that Seller, or its contractors or subcontractors that directly or indirectly provide or will provide services or goods to Seller in respect of the construction, alteration, or repair of the Project, failed to comply with:

(i) Code Section 48(a)(10), Seller will promptly, and in any event no later than 180 days after a final determination by the IRS, pay to the IRS or applicable laborers or mechanics all amounts demanded by the IRS in regard to such failure, which will in no case be less than the amounts set forth in Section 45(b)(7)(B)(i), plus any penalties and interest that apply unless a lesser amount is determined by the IRS to be sufficient; or

(ii) Code Section 48(a)(11), Seller will promptly pay to the IRS or applicable apprentices in compliance with the PWA Guidelines all amounts demanded by the IRS in regard to such failure, which will in no case be less than the amounts set forth in Section 45(b)(8)(D)(i)(II), plus any penalties and interest that apply, unless a lesser amount is determined by the IRS to be sufficient.

To the extent any payment described in this Section 7.8 (*Prevailing Wage and Apprenticeship*) is required, Seller will promptly provide to GPC documentation acceptable to GPC in its reasonable discretion clearly evidencing each such payment and the date made.

7.9 Recordkeeping Requirements. Seller must maintain and preserve, and must cause its contractors and subcontractors to maintain and preserve, sufficient records, including books of account or records for work performed by Seller, its contractors, or its subcontractors to establish that the PWA Requirements have been satisfied (or deemed satisfied), in each case in accordance with the general recordkeeping requirements under Code section 6001 and section 1.6001-1 et seq. of the Treasury Regulations. Such records must include: (i) the identification of the laborers and mechanics who performed construction, alteration, or repair work on the Project; (ii) the determination of the prevailing wage applicable to each such laborer and mechanic; (iii) the classification of work each such laborer and mechanic performed; (iv) the hours worked in each classification; (v) the wage rates paid for the work; (vi) the number of hours of work performed by apprentices; (vii) the applicable apprentice to journeyworker ratios; (viii) emails to and from Governmental Authorities; (ix) computer screenshots and exports

from **www.sam.gov**; (x) Deemed PWA Compliance documentation; (xi) Good Faith Effort documentation; and (xii) copies of certified payroll and U.S. Department of Labor Wage Hour Form WH-347, true and correct copies of which will be provided to GPC at Closing and thereafter at GPC's request. Such records must be maintained for at least 10 years following Closing. Seller agrees to notify, and to cause its contractors and subcontractors to notify, GPC at least 45 Business Days in advance of discarding or destroying any such information in order to provide GPC the opportunity to copy or otherwise take possession thereof.

PART 8. RISK AND CLAIMS

8.1 Survival. All representations and warranties made by Seller or GPC in this APA will survive the Closing for a period of 24 months after the Effective Date, except that the Seller Fundamental Representations and the GPC Fundamental Representations will survive until 60 days after the expiration of the applicable statutes of limitations (giving effect to any extensions or waivers thereof). The covenants and agreements of the Parties contained in this APA to be performed by their terms at or prior to the Closing will survive the Closing for a period of 24 months after the Closing Date, and the covenants and agreements of the Parties contained in this APA to be performed by their terms after the Closing will survive the Closing until fully performed in accordance with their terms. However, the covenants set forth in Section 1.1 (*Purchase and Sale; Assumption and Exclusion of Liabilities*) and 5.4 (*Termination of Intercompany Obligations and Affiliate Arrangements*) will survive the Closing until 60 days after the expiration of the applicable statutes of limitations (giving effect to any extensions or waivers thereof). The indemnities covered by Section 8.3(iv) (*Indemnification by Seller*) will survive the Closing until 60 days after the expiration of the applicable statutes of limitations (giving effect to any extensions or waivers thereof). All representations, warranties, covenants, and agreements will survive beyond the period specified in this Section 8.1 (*Survival*) with respect to any inaccuracy or breach thereof, if notice of the inaccuracy or breach has been duly given within the applicable period in accordance with Section 8.5 (*Notice of Proceeding*) but only to the extent, and for the time period, necessary to resolve any Claim for indemnification arising from an asserted inaccuracy in or breach of the applicable representation or warranty or breach of the applicable covenant or agreement.

8.2 Liability for the Project. Prior to the Closing Date, as between the Parties, Seller retains all liability and risk regarding the Project and the Project Real Property. GPC: (i) assumes no duty, responsibility, obligation, or liability regarding the Project or the Project Real Property or the condition or operation of the Project or Project Real Property; (ii) is not liable for injury or damage associated with the Project (including its operation, maintenance, repair, or replacement) or the Project Real Property; and (iii) is not responsible for transmission, distribution, or control of electric energy within the Project or at the Project Real Property. **Without limiting the generality of the previous sentence, GPC is not responsible for physical damage to, or destruction of, Seller's property, and Seller will not seek recovery from GPC for property damage, except in the case of the sole negligence or intentional wrongdoing by GPC**.

8.3 Indemnification by Seller. To the fullest extent allowed by Law, Seller must indemnify, release, hold harmless, and at GPC's request, defend GPC and its Affiliates and any GPC Related Party (each, an "**Indemnified GPC Party**" and collectively, the "**Indemnified GPC Parties**") from or against any Claim caused by, arising out of, or related to:

(i) any breach or inaccuracy of a representation, warranty, or other statement made by Seller in this APA, or any other Transaction Document, or the Seller Closing Certificate;

(ii) any breach by Seller of, or default in, the performance by Seller of any covenant or obligation to be performed by Seller under this APA, or any other Transaction Document;

(iii) the Excluded Assets or the Excluded Liabilities;

(iv) any fraud, intentional misrepresentation, or willful misconduct of Seller in connection with this APA, or any other Transaction Document, or the transactions contemplated by this APA;

(v) any loss in value of, or any inability to claim or otherwise take advantage of: (a) relevant federal, state, or local Tax credits or accelerated depreciation (MACRS); or (b) Tax Benefits, in either case, due to any act or omission by Seller or any Person acting on Seller's behalf;

(vi) any security breach, cyber-attack, other data security or cyber incident, or unauthorized access to any Project IT Assets that resulted in the unauthorized use, misappropriation, modification, encryption, corruption, disclosure, or transfer of any material information or data relating to the Project Assets due to any act or omission by Seller or any Person acting on Seller's behalf;

(vii) infringement or violation of any Intellectual Property Right of a third party with regard to the ownership or operation of the Project or the Project Assets;

(viii) any Claim or Liability arising from any oral farming lease pertaining to any part of the Project Real Property that was not properly and legally terminated in accordance with applicable Law prior to the Closing Date; and

(ix) any defect in title upon any of the Project Assets or the Project purchased under this APA; and

(x) any Claim caused by, arising out of, or related to an act or omission associated with the Project by Seller or any of its Affiliates unless the Claim resulted from the sole negligence or intentional wrongdoing of an Indemnified GPC Party, in which case Seller will not be liable under this subpart (x).

8.4 Environmental Indemnity. Without limiting GPC's other rights to indemnification under this APA, Seller will indemnify and hold harmless (and at GPC's request, defend, unless GPC elects in its sole discretion to so defend) the Indemnified GPC Parties from and against any Claim, and will compensate or reimburse the Indemnified GPC Parties for, any Claim that arises out of or in connection with, or relates to: (i) any loss, obligation, or other responsibility under any Environmental Law (whether or not the loss, obligation, or other responsibility existed on or before the Closing Date) arising out of or relating to: (a) the ownership, operation, or condition at any time on or before the Closing Date, of the Project, the Project Real Property, or any of the other Project Assets; (b) any Hazardous Substance that was present or existing on, at, or under the Project, the Project Real Property, or any of the other Project Assets at any time on or prior to the Closing Date; (c) any Hazardous Substance, wherever located, that was generated, transported, stored, treated, Released, or otherwise handled by Seller or its Affiliates in connection with the Project at any time on or before the Closing Date; or (d) any Hazardous Activity conducted by Seller, or by any other Person for whose conduct Seller is or may be held responsible; or (ii) loss of life, bodily injury, property damage, or other damage of or to any Person, including any employee or former employee of any Seller Representative, regardless of when the loss of life, bodily injury, property damage, or other damage occurred or manifested, in any way arising from or allegedly arising from any Hazardous Activity conducted on or before the Closing Date with respect to the Project, the Project Real Property, or any of the other Project Assets, or with respect to the operation of the Project, or from any Hazardous Substance that was: (I) present on or before the Closing Date on, at, or under the Project Real Property (or present on, at, or under any other property, if the Hazardous Substance emanated or allegedly emanated from any of the Project Real Property on or before the Closing Date); or (II) Released by Seller, a Seller Representative, or any other Person for whose conduct Seller is or may be held responsible, at any time on or before the Closing Date. GPC will be entitled (at its election) to control any investigatory, cleanup, remedial, or response activity, any related Action, and, except as provided in the following sentence, any other Action for which relief may be sought under this Section 8.4 (*Environmental Indemnity).* The procedure described in Section 8.5 (*Notice of Proceeding*), however, will apply to any Third-Party Claim solely for monetary damages relating to a matter covered by this Section 8.4.

8.5 Notice of Proceeding. GPC will promptly notify Seller of any Claim or proceeding in respect of which GPC seeks to be indemnified under this APA ("**Indemnification Claim**"). Any notice must be given as soon as reasonably practicable after the Indemnified GPC Party becomes aware of the Indemnification Claim. Failure to give this notice will not excuse the indemnification obligation of Seller except to the extent failure to provide notice prejudices Seller. If requested by GPC, Seller will assume the defense of the Indemnification Claim with counsel designated by GPC. However, if the defendants in any such action include both an Indemnified GPC Party and Seller, and the Indemnified GPC Party reasonably concludes that there may be legal defenses available to it that are different from, additional to, or inconsistent with, those available to Seller, the Indemnified GPC Party will have the right to select and be represented by separate counsel, at the expense of Seller. If, following a request by GPC, Seller fails to assume the defense of an Indemnification Claim, the indemnification of which is required under this APA, the Indemnified GPC Party may, at the expense of Seller, contest, settle, or pay the Indemnification Claim, but settlement or full payment of the Indemnification Claim may be made only with Seller's consent or, absent such consent, written opinion of the Indemnified GPC Party's counsel that the Indemnification Claim is meritorious or warrants settlement.

8.6 Materiality. Despite any other provision in this APA, for purposes of Section 8.3(i) (*Indemnification by Seller*), in determining: (i) whether any inaccuracy or breach has occurred in any representation or warranty contained in this APA, any Transaction Document, or the Seller Closing Certificate; or (ii) the amount of any damage or loss suffered by an Indemnified GPC Party as a result of any such inaccuracy or breach, this

determination will be made without regard to any "materiality," "Seller Material Adverse Effect," or similar qualification.

8.7 Effect of Investigation. An Indemnified GPC Party's right to indemnification, payment, reimbursement, or any other remedy based upon any representation, warranty, covenant, agreement, or obligation contained in this APA or any Transaction Document will not be limited, diminished, or otherwise affected by any investigation conducted, or any knowledge acquired at any time, whether before or after the Closing and regardless of whether knowledge came from GPC, Seller, their respective Representatives, or any other Person, with respect to the accuracy or inaccuracy of or compliance or noncompliance with any representation, warranty, covenant, agreement, or obligation.

8.8 No Duplicate Payments. Despite any other provision in this APA to the contrary, all amounts payable under the indemnification obligations of this APA will be paid without duplication.

8.9 Right to Specific Performance. Despite any other provision in this APA to the contrary, without limiting or waiving any right or remedy of a Party under this APA now or hereafter existing at Law, in equity, or by statute, each Party will be entitled to specific performance of the obligations to be performed by the other Party in accordance with the provisions of this APA.

8.10 Tax Characterization. Unless otherwise required by applicable Law, any indemnity payment made under this APA will be treated as an adjustment to the Purchase Price for all Tax purposes.

8.11 Waiver of Consequential Damages. Unless expressly provided in this APA, and except for the payment of liquidated damages to the extent specified in this APA, neither Party nor any of its Affiliates nor any Person claiming through either Party will be liable to the other Party for: (i) consequential, incidental, special, punitive, exemplary, treble, or indirect damages (including lost profits, loss of use, loss of data, business opportunity, or anticipated savings; idled equipment costs; or increased overhead, financing, or operating costs); or (ii) other business interruption damages arising out of this APA, any damage or delay in connection with this APA, a Party's act or failure to act, or a Party's performance or non-performance under this APA, whether or not reasonable, foreseeable, contemplated, or avoidable and whether by statute, in tort or contract, or otherwise. However, the foregoing limitation will not apply in the case of any amount owed to a third party for which this APA requires indemnification, or to limit the liability of a Party whose actions giving rise to such Liability constitute gross negligence or willful misconduct, nor will such limitation limit or reduce any amount owed by a defaulting Party under Section 9.2 (*Effects of Termination*), it being expressly agreed by the Parties that no portion of the Termination Payment will be considered consequential, special, incidental, punitive, exemplary, or indirect damages, lost profits, or other business interruption damages and it being expressly agreed that the lost value of any ITC, PTC, or any other similar Tax credit or benefit will not be considered consequential damages for purposes of this Section 8.11 (*Waiver of Consequential Damages*). If the damages required to be paid under this APA are liquidated, the Parties acknowledge that: (a) the actual damages likely to be incurred are difficult or impossible to determine; (b) otherwise obtaining an adequate remedy is inconvenient; and (c) the liquidated damage does not constitute a penalty and is a reasonable approximation of the actual harm or loss. The limitation in this Section 8.11 applies regardless of fault and will survive APA termination, cancellation, suspension, completion, or expiration.

PART 9. TERMINATION

9.1 Termination.

9.1.1. Termination for Failure to Close by Outside Date. Either Party may terminate this APA, upon written notice to the other Party, if the Closing has not occurred on or prior to [●] (the "**Outside Date**"). However, GPC may not terminate under this Section 9.1.1 (*Termination for Failure to Close by Outside Date*) if the failure of the Closing to occur is the result of a material breach by GPC of any of its representations, warranties, covenants or agreements under this APA, and Seller may not terminate this APA under this Section 9.1.1 if the failure of the Closing to occur is the result of a material breach by Seller of any of its representations, warranties, covenants, or agreements under this APA. In addition, if the sole reason that the Closing has not occurred is that the Commission Certificate or FERC Approval, or both, has not been obtained on or prior to the Outside Date, but GPC reasonably believes that the Commission or FERC Approval, or both, may be forthcoming, GPC may extend the Outside Date by up to [●] days.

9.1.2. Termination by GPC. GPC may terminate this APA, upon written notice to Seller, if Seller has breached any of its representations, warranties, covenants, or agreements contained in this APA or any Transaction Document, and the breach causes the Closing conditions set forth in Section 6.2.1 (*Seller's*

Representations and Warranties) or Section 6.2.2 (*Performance Prior to and at Closing*) to not be satisfied. However, if the breach is capable of being cured and Seller has given written notice to GPC of its intention to cure the breach and has promptly commenced and diligently proceeded to cure the breach, this APA will only terminate under this Section 9.1.2 (*Termination by GPC*) if the breach has not been cured by Seller on or prior to the earlier to occur of: (i) 60 days following Seller's receipt of written notice of the breach from GPC; and (ii) the Outside Date. In addition, GPC may not terminate this APA pursuant to this Section 9.1.2 if GPC is then in breach of any of its representations, warranties, covenants, or agreements contained in this APA or any Transaction Document, and the breach causes any of the Closing conditions set forth in Section 6.3.1 (*GPC's Representations and Warranties*) or Section 6.3.2 (*Performance Prior to and at Closing*) to not be satisfied.

9.1.3. Termination by Seller. Seller may terminate this APA, upon written notice to GPC, if GPC has breached any of its representations, warranties, covenants, or agreements contained in this APA or any Transaction Document, and the breach causes the Closing conditions set forth in Section 6.3.1 (*GPC's Representations and Warranties*) or Section 6.3.2 (*Performance Prior to and at Closing*) to not be satisfied. However, if the breach is capable of being cured and GPC has given written notice to Seller of its intention to cure the breach and has promptly commenced and diligently proceeded to cure the breach, this APA will only terminate under this Section 9.1.3 (*Termination by Seller*) if the breach has not been cured by GPC on or prior to the earlier to occur of: (i) 60 days following GPC's receipt of written notice of the breach from Seller; and (ii) the Outside Date. In addition, Seller will not terminate this APA pursuant to this Section 9.1.3 if Seller is then in breach of any of its representations, warranties, covenants, or agreements contained in this APA or any Transaction Document, and the breach causes any of the Closing conditions set forth in Section 6.2.1 (*Seller's Representations and Warranties*) or Section 6.2.2 (*Performance Prior to and at Closing*) to not be satisfied.

9.1.4. Law or Order Termination Right by Either Party, Either Party may terminate this APA, upon written notice to the other, if there is in effect any Law or non-appealable Order restraining, enjoining, or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this APA. However, the Party seeking to terminate this APA under this Section 9.1.4 (*Law or Order Termination Right by Either Party*) must have complied with its obligations under this APA in all material respects, with respect to the applicable Law or Order.

9.1.5. Insolvency, A Party may terminate this APA upon written notice to the other, upon the Insolvency of the other Party.

9.1.6. Termination by Mutual Agreement. This APA may be terminated by mutual written agreement of GPC and Seller.[7]

9.2 Effect of Termination. Upon the valid termination of this APA, all further obligations of the Parties will terminate, and the provisions of this APA will be of no further force or effect, in each case, other than those provisions (and obligations thereunder) that by the terms of this APA are intended to survive termination. If this APA is terminated as permitted by Section 9.1 (*Termination*) (other than pursuant to Section 9.1.2 (*Termination by GPC*) or 9.1.3 (*Termination by Seller*)), the termination will be without Liability of any Party (or any Party's Affiliates or Representatives). If this APA is terminated by GPC pursuant Section 9.1.2 (*Termination by GPC*), then: (i) Seller will be liable to GPC for the Termination Payment, and Seller will pay the Termination Payment to GPC within 10 days of the date of the termination; and (ii) GPC may retain any Upgrade Security pursuant to Section 1.2 (*Grid Improvements*). Payment of the Termination Payment by Seller and the drawdown of the Upgrade Security by GPC, if applicable, will be Seller's exclusive liability, and GPC's exclusive remedy, in the event this APA is terminated by GPC pursuant to Section 9.1.2. If this APA is terminated by Seller pursuant to Section 9.1.3 (*Termination by Seller)*, then GPC will be liable to Seller for the Termination Payment, and GPC will pay the Termination Payment to Seller within 10 days of the date of the termination. Payment of the Termination Payment by GPC will be GPC's exclusive liability, and Seller's exclusive remedy, in the event this APA is terminated by Seller pursuant to Section 9.1.3. The Parties acknowledge and agree that: (a) the agreements contained in this Section 9.2 (*Effect of Termination*) are an integral part of the transactions contemplated by this APA; (b) it would be difficult or impossible to determine accurately the damages that GPC or Seller, as applicable, would incur if this APA were terminated pursuant to Section 9.1.2 or Section 9.1.3, respectively; (c) the Parties have estimated and agreed that the Termination Payment constitutes a reasonable estimate of the monetary damages likely to be suffered by GPC or Seller, as applicable, in the circumstances; and (d) the Termination Payment is not a penalty.

[7] *Note to Bidders: Additional termination rights may be added based on deal specifics.*

9.3 Survival. Section 5.5 (*Publicity; Confidentiality*), Section 5.6 (*Expenses*), Section 5.8 (*Exclusivity*), Part 8 (*Risk and Claims*), Part 9 (*Termination*), and Part 10 (*Miscellaneous*) (and, in each case, the applicable definitions set forth in the Schedule of Defined Terms) will survive the termination of this APA.

PART 10. MISCELLANEOUS

10.1 Notices. Notice under this Section 10.1 (*Notices*) must include the Project name and must be by: (i) personal delivery (effective that date); (ii) if the Party has provided an email address for official notice purposes, email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next Business Day); (iii) prepaid nationally- or internationally- recognized commercial overnight courier (receipt requested; effective the next Business Day); or (iv) registered or certified U.S. mail, with proper postage (effective after the fourth Business Day). Any notice, request, and other communication under this APA must be in writing (including email) and will be sent, delivered, mailed, or addressed:

If to GPC, to:

[●]
[●]
[●]
Attention: [●]
Email: [●]

with a copy to (which will not constitute notice):

[●]
[●]
[●]
Attention: [●]
Email: [●]

If to Seller, to:

[●]
[●]
[●]
Attention: [●]
Email: [●]

with a copy to (which will not constitute notice):

[●]
[●]
[●]
Attention: [●]
Email: [●]

10.2 Severability. The provisions of this APA are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions of this APA. If any provision of this APA, or the applicability of the provision to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction: (a) the provision or the permissible portions of the provision, or the application of the provision, as applicable, will be enforced to the fullest extent permitted by Law; and (b) the remainder of this APA and the application of the provision to other Persons or circumstances will not be affected by the invalidity or

unenforceability, nor will the invalidity or unenforceability affect the validity or enforceability of this APA, or the provision, or the application of the provision, in any other jurisdiction.

10.3 Assignment. Neither this APA, nor any of the rights or obligations under this APA, may be assigned or delegated by any Party without the prior written consent of the other Party. However, GPC may transfer its rights and obligations under this APA to an Affiliate with the approval of the Commission. This APA will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section 10.3 (*Assignment*) will be void.

10.4 Electronic Signature. This APA may be executed by handwritten signature or Electronic Signature. An "**Electronic Signature**" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Person with the intent to sign the record, including facsimile or e-mail electronic signatures. Each Party acknowledges that electronic records and Electronic Signatures may be used in connection with the execution of this APA, and Electronic Signatures transmitted by electronic mail in so-called ".pdf" format will be legal and binding and will have the same full force and effect as if a paper original of this APA had been delivered and signed using a handwritten signature. Each Party: (i) agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this APA and to have the same effect as a handwritten signature; and (ii) intends to be bound by the signature (whether original, faxed, or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means. If a Party executes this APA by Electronic Signature, the Party expressly consents under the Electronic Signatures in Global and National Commerce Act ("**E-SIGN**"), and Uniform Electronic Transactions Act as enacted in the state of Georgia ("**UETA**"), that a signature by fax, email, or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA regarding this transaction.

10.5 Digital or Electronic Signature. In addition to this APA, any other documents to be delivered in connection with this APA may be executed by handwritten signature or Electronic Signature. Each Party acknowledges that any digital or Electronic Signature (including pdf, facsimile, or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this APA or other documents to be delivered in connection with this APA are the same as handwritten signatures for the purposes of validity, enforceability, or admissibility, and that delivery to the other Party of an Electronic Signature, or a signed copy of, this APA and related documents may be made by facsimile, email, or other electronic transmission.

10.6 Counterparts. This APA may be executed in multiple counterparts, and by electronic transmission of signatures in portable document format (PDF) or other electronic format, each of which will be deemed an original and all of which, taken together, will constitute one and the same agreement.

10.7 Entire Agreement; No Third-Party Beneficiaries. This APA (together with any other Transaction Document, exhibit, schedule, and certificate referred to in this APA or the other Transaction Documents, or delivered under this APA or the other Transaction Documents on or prior to the Effective Date) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Except as set forth in Part 8 (*Risk and Claims*), the terms and conditions of this APA are intended solely for the benefit of the Parties, their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

10.8 Governing Law; Forum of Disputes. The validity, interpretation, and performance of this APA, and each of its provisions, will be governed by the Laws of the state of Georgia without giving effect to principles of conflicts of Law that would require the application of Laws of another jurisdiction.

10.9 Consent to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this APA or the transactions contemplated by this APA will be brought in the Federal District Court for the Northern District of Georgia, Atlanta Division, or the Superior Court of Fulton County, Georgia, and each Party irrevocably submits to the exclusive jurisdiction of those courts in any suit, action, or proceeding. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any suit, action, or any proceeding in the courts described above and irrevocably waives and agrees not to plead or claim in those courts that any suit, action, or proceeding brought in those courts has been brought in an inconvenient forum.

10.10 Headings. The headings contained in this APA are for reference purposes only and will not affect in any way the meaning or interpretation of this APA.

10.11 Contract Interpretation. Each exhibit, attachment, appendix, schedule, regulatory requirement, policy, procedure, standard, or other document attached to or referenced in this APA (expressly including the *Schedule of Defined Terms*) is incorporated into, and is integral to, this APA as if included in the main body. In this APA and

in all attached or incorporated documents: (i) whenever the term "**include**," "**including**," or "**e.g.**" is used in connection with a listing of items included within or an example of the prior reference, the listing will be interpreted to be illustrative only, and will not be interpreted as a limitation on or exclusive listing of the items included in the prior reference; and (ii) "**or**" means either or all (i.e., "A or B" means "A or B or both A and B"). Unless otherwise specified, a reference to a given agreement or document, and all the schedules, exhibits, appendices, and attachments to the agreement or document, will be a reference to that agreement or document as modified, amended, supplemented, or restated, and in effect from time to time. Whenever the term "**consent**" or "**approval**" is used, the consent or approval will not be unreasonably withheld, conditioned, or delayed by the consenting or approving Party, unless this APA provides that the consent or approval is in the sole discretion of the consenting Party. If the Party has provided email contact information, "**written**" or "**in writing**" includes email communication, absent express statement otherwise.

Reference to: (i) a Party or Person includes any allowed successor or assign; (ii) a regulatory authority includes an authority succeeding to the same function; and (iii) an applicable Law is to the Law as modified or amended and then effective. Reference to an APA part by caption (e.g., (*Conditions Precedent*) or number (e.g., Part 6 (*Conditions Precedent*)) includes all separate sections (e.g., Section 6.3 (*Conditions to Obligations of Seller*) and clauses (e.g., Section 6.3.1 (*GPC's Representations and Warranties*)) within that part and reference to a section by caption or number includes all separate subsections within that section.

A defined term may be singular or plural, as the context requires, and, absent an express statement otherwise, each defined term has the same meaning in all APA documents. Captions are for convenience only, and do not affect APA interpretation.

Time is of the essence in this APA. Whenever this APA refers to a number of days, the number will refer to calendar days unless Business Days are specified, and any date specified for action that is not a Business Day will mean the first Business Day after the applicable date. Relative to the determination of any period of time, "from" means "including and after," "to" means "to but excluding" and "through" means "through and including."

All accounting terms used in this APA and not expressly defined will have the meanings given to them under, and all accounting determinations under this APA will be made in accordance with GAAP.

Each Party acknowledges that this APA was negotiated by it with the benefit of representation by legal counsel, and any rule of construction or interpretation otherwise requiring this APA to be construed or interpreted against any Party will not apply to any construction or interpretation of this APA.

All references in this APA to "dollars" or "$" will, in each case, be deemed to refer to United States currency.

The phrases "delivered" or "made available" when used with respect to information or documents means that the information or documents have been physically or electronically delivered to the relevant Party (including, in the case of "made available" to GPC, posted and provided to GPC through the online Data Site established by Seller), in each case, prior to the date of this APA.

10.12 Amendments and Waivers; Consents. This APA may not be amended, supplemented, or modified except by an instrument in writing signed on behalf of GPC and Seller. Any term or condition of this APA may be waived at any time by the Party that is entitled to the benefit of that term or condition, but no waiver will be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving the term or condition. No waiver by any Party of any term or condition of this APA, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this APA on any future occasion. The Parties further acknowledge and agree that, in giving any consent under this APA, the Party giving its consent is not in any way waiving or altering any of its rights under this APA or any of the conditions precedent to Closing, and no consent will constitute a course of dealing or performance with respect to the terms and conditions of this APA.

10.13 Exhibits and Schedules. Except as otherwise provided in this APA, all Exhibits and Schedules referred to in this APA are intended to be and are made a part of this APA. Any disclosure in the Seller Disclosure Schedule under this APA corresponding to and qualifying a specific representation or warranty will be deemed to correspond to and qualify any other representation or warranty to which the applicability of the disclosure is reasonably apparent on its face. Certain information set forth in the Seller Disclosure Schedule is included solely for informational purposes, is not an admission of Liability with respect to the matters covered by the information and may not be required to be disclosed under this APA. The specification of any dollar amount in the representations and warranties contained in this APA or the inclusion of any specific item in the Seller Disclosure Schedule is not intended to imply that the amounts (or higher or lower amounts) are or are not material, and no Party may use the fact of the setting of the amounts or the fact of the inclusion of any item in the Seller Disclosure Schedule in any

dispute or controversy between the Parties as to whether any obligation, item, or matter not described in this APA or included in the Seller Disclosure Schedule is or is not material for purposes of this APA.

10.14 Relationship of the Parties. Neither the execution nor delivery of this APA, nor the consummation of the transactions contemplated by this APA, will create or constitute a partnership, joint venture, trust, limited liability company, corporate, or any other form of business organization or arrangement among the Parties.

Each Party agrees to all terms and conditions of this APA. The Parties may exchange counterparts of this APA as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes. The **"Effective Date"** is the date on which the last Party signs, as shown below.

Georgia Power Company	**#SellerLegalName#**
By: _____	By: _____
#Name#	#SellerSignatureName#
#Title#	#SellerSignatureTitle#
Date: _____	Date: _____

EXHIBIT A – FORM OF STANDBY LETTER OF CREDIT

Form of Standby Letter of Credit

[Bank Letterhead]

Date of issuance: _____, 20__

Irrevocable Standby Letter of Credit No.:_____

"Issuer": _____

Address: _____

"Beneficiary": Georgia Power Company

Address: C/O Southern Company Services, Inc.
Attn: Assistant Treasurer
BIN SC 1407
30 Ivan Allen Jr Blvd., NW
Atlanta, GA 30308

Project ID: GPC-[Add Project ID]

Program ID: CARES 2023 US RFP

"Account Party": _____

Address: _____

"Expiry Date": _____, 20__, and any automatically extended date, as provided in this Standby Letter of Credit [(but in no event later than _____, 20__)]

"Total Amount": _____United States Dollars (U.S. $_____)

We, the Issuer, establish in your favor, for the account of the Account Party, our irrevocable standby letter of credit ("**Standby Letter of Credit**"), in the aggregate amount not exceeding the Total Amount.

Funds under this Standby Letter of Credit are available to you on or before the Expiry Date by presentation of your demand signed by one of your officers or authorized representatives, and delivered to us in substantially the form attached as Annex 1 (*Form of Sight Draft*) and referring thereon to the number and date of this Standby Letter of Credit, accompanied by a written and completed certificate signed by a person purporting to be one of your officers or authorized representatives, in the form attached as Annex 2 (*Form of Certificate*), with appropriate insertions.

This Standby Letter of Credit is effective immediately and expires at 5:00 p.m. (Eastern Time) on the Expiry Date. It is a condition of this Standby Letter of Credit that the Expiry Date will be deemed automatically extended without amendment for a period of one year from the present or any future Expiry Date, unless we notify you not less than 90 days prior to any applicable date, in accordance with the notice provisions set forth in this Standby Letter of Credit, that we have elected not to extend the Expiry Date for the additional period.

Delivery of demands and certificates will be made on any day that is a business day for us at or prior to 5:00 p.m. (Eastern Time) at our office located at _____, or at any other office in the United States of America that is designated by us in a written notice delivered to you. If the demand and the certificate are received at any office on or prior to the Expiry Date, we agree with you that we will duly honor the same within three business days after presentation. Notwithstanding the foregoing, you may demand payment under this Standby Letter of Credit by facsimile or electronic transmission when promptly confirmed by written demand; however, actual disbursement of funds under a demand presented by facsimile or electronic transmission may not occur until we are presented with the original Standby Letter of Credit.

Partial drawings and multiple presentations may be made under this Standby Letter of Credit, and each demand that is paid by us will reduce the amount available under this Standby Letter of Credit.

Except as is expressly set forth in this Standby Letter of Credit, payment of demands made under this Standby Letter of Credit is not subject to any agreement, condition, or qualification. The obligation of the Issuer under this Standby Letter of Credit is the individual obligation of the Issuer and is in no manner contingent upon reimbursement with respect thereto.

Funds available for drawing under this Standby Letter of Credit may not directly or indirectly constitute funds or collateral deposited with the Beneficiary, or for the Issuer's account by the Account Party, or pledged with or for the Issuer's account by the Account Party.

This Standby Letter of Credit is transferable and can be successively transferred to any transferee that Beneficiary states in writing to us has succeeded Beneficiary under this Letter of Credit, so long as, the transfer to the transferee is in compliance with applicable U.S. laws and regulations. Transfer of this Standby Letter of Credit to any transferee will be effected by the presentation to us of this Standby Letter of Credit accompanied by a certificate in the form attached as Annex 3 (*Form of Instruction to Assign in Entirety*), with appropriate insertions, signed by a person purporting to be an officer or authorized representative of the Beneficiary. Upon presentation, we will immediately issue an irrevocable letter of credit to transferee with provisions consistent with this Standby Letter of Credit.

We will not modify, revoke, or terminate this Standby Letter of Credit without your written consent. This Standby Letter of Credit sets forth in full the terms of our undertaking, and the undertaking may not be modified, annulled, or amplified by reference to any other document, instrument, or agreement referred to in this Standby Letter of Credit or in which the Standby Letter of Credit is referred or to which the Standby Letter of Credit relates, and any reference may not be deemed to incorporate herein by reference any document, instrument, or agreement.

To the extent not contrary to the express terms of this Standby Letter of Credit, this Standby Letter of Credit will be governed by the International Standby Practices ("**ISP98**"). This Standby Letter of Credit will be deemed to be a contract made under the laws of the state of Georgia, and will, as to matters not governed by the ISP98, be governed by, and construed in accordance with the laws of the state of Georgia.

Notices concerning this Standby Letter of Credit may be sent to a party by courier, certified mail, registered mail, facsimile, electronic transmission, or similar communications facility to its respective address set forth in this Standby Letter of Credit. Any notice, demand, request, or other communication is deemed to have been received by the party to whom it is sent at the time of its delivery. Each party may notify the other of any change of address in the manner provided above.

[ISSUING BANK]

By: _____

#Name#

#Title#

Date: _____

ANNEX 1

FORM OF SIGHT DRAFT

[Insert Place], [Insert Date]

Amount: [Insert Currency][Insert Amount in Numbers]

[Insert Amount in Letters]

Drawn under Irrevocable Standby Letter of Credit No. _____ of [Insert Name of Issuing Bank]

At Sight

Pay to the Order of [Name of Beneficiary]

In reference to: Irrevocable Standby Letter of Credit No. _____, dated _____.

To: [Insert Name of Issuing Bank]

[Insert Address]

[BENEFICIARY]

By: _____

#Name#

#Title#

Date: _____

ANNEX 2

FORM OF CERTIFICATE

Re: [Insert Name of Agreement] dated _____, 20__ ("**Agreement**") between [Name of Account Party] ("[**Account Party**]") and [Name of Beneficiary] ("[**Beneficiary**]").

The undersigned, an officer, or authorized representative of [Beneficiary], certifies to [ISSUING BANK] ("**Bank**") with reference to irrevocable standby letter of credit no. ("**Standby Letter of Credit**"), issued by the Bank for the account of [Account Party] in favor of [Beneficiary] that:

(1) (Insert one of the following, as applicable)

Under the Agreement, Beneficiary is entitled to demand payment under the Standby Letter of Credit in the amount of the sight draft accompanying this certificate.

or

[Beneficiary] has received written notice from the Bank in accordance with the terms of the Standby Letter of Credit that the Bank has elected not to extend the Expiry Date of the Standby Letter of Credit for an additional period past its then Expiry Date and the Account Party has failed to deliver a substitute letter of credit in accordance with the terms of the Agreement.

(2) The undersigned is an officer or authorized representative of [Beneficiary] and is authorized to execute and deliver this certificate and to draw upon the Standby Letter of Credit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of this __ day of _____ , 20__.

[BENEFICIARY]

By: _____

#Name#

#Title#

Date: _____

_____

ANNEX 3

INSTRUCTION TO ASSIGN IN ENTIRETY

Re: Irrevocable Standby Letter of Credit No.

Ladies and Gentlemen:

For value received, the undersigned beneficiary irrevocably assigns to:

(Name of Assignee)

(Address)

all rights of the undersigned beneficiary to demand payment under the above Standby Letter of Credit in its entirety.

By this assignment, all rights of the undersigned beneficiary in the Standby Letter of Credit are transferred to the assignee and the assignee will hereafter have the sole rights as beneficiary. The Account Party will be responsible for all fees and expenses related to the assignment.

The Account Party will be responsible for all fees and expenses related to this assignment.

This Standby Letter of Credit is returned and in accordance with the return, we ask you to issue a new irrevocable Standby Letter of Credit in favor of the assignee with provisions consistent with the Standby Letter of Credit.

Sincerely,

[BENEFICIARY]

By: _____

#Name#

#Title#

Date: _____

EXHIBIT B – FORM OF GUARANTY

Guaranty

This **Guaranty Agreement** ("**Guaranty**"), effective as of _____, 20__ ("**Effective Date**"), is entered into by _____ ("**Guarantor**") in favor of Georgia Power Company ("**Beneficiary**"). Guarantor acknowledges:

- Beneficiary and _____ ("**Company**"), [an Affiliate of Guarantor], have entered into an **Asset Purchase Agreement for CARES 2023 Utility Scale RFP at #ProjectName#** dated as of _____, 20__ (as amended, restated, supplemented or otherwise modified from time to time, the "**APA**") regarding a photovoltaic solar power facility located in #ProjectCity, Georgia.
- Beneficiary has required, as an inducement to its entry into the APA, that Guarantor deliver to the Beneficiary this Guaranty or other Performance Security as and when required under the APA;
- Guarantor qualifies as a Seller Guarantor under the APA, and this Guaranty qualifies as Performance Security under the APA; and
- Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the APA.

To induce Beneficiary to enter into and perform its obligations under the APA, and for and in consideration of the foregoing premises, the mutual agreements contained in this Guaranty, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Guarantor agrees as follows:

PART 1 - DEFINITIONS

1.1 Definitions. Unless otherwise defined in this Guaranty, capitalized terms have the meanings specified or referred to in the APA.

PART 2 - GUARANTY

2.1 Guaranty. Guarantor unconditionally and irrevocably guarantees to Beneficiary and Beneficiary's successors and assigns, that Guarantor will make prompt and full payment of any obligations of Company to Beneficiary when due, whether by acceleration or otherwise, with any interest as may accrue under the APA or under any other documents or instruments now or in the future evidencing, securing, or otherwise relating to the APA ("**Guaranteed Obligations**"), except that Guarantor's liability under this Guaranty will in no event exceed the aggregate amount of Performance Security that Company must provide in accordance with Section 5.15 (*Performance Security*) of the APA (plus costs of enforcement of this Guaranty as provided in Section 5.6 (*Expenses*) of the APA). Guarantor must immediately pay for any obligation of Company upon demand by Beneficiary.

2.2 Guaranty Absolute.

2.2.1. Guarantor Guarantees. Guarantor absolutely guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the APA, regardless of any Law or regulation in effect now, or that may come into effect in the future, in any jurisdiction affecting any of the terms or the rights of Beneficiary regarding the APA. This Guaranty constitutes a guarantee of payment and not of collection. The obligations of Guarantor under this Guaranty are primary obligations and are several from Company or any other Person, and Guarantor is the principal obligor under this Guaranty. Guarantor's liability under this Guaranty will be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Company or any other person, nor against securities or liens available to Beneficiary or Beneficiary's successors or assigns. **Guarantor's liability under this Guaranty will be irrevocable, absolute, and unconditional irrespective of, and Guarantor unconditionally and irrevocably waives any defenses it may now have or later acquire in any way relating to:**

(i) any change in the time, manner, or place of payment of, or in any other term of, any of the Guaranteed Obligations, or any other amendment, modification, or waiver of, or any consent to departure from, the terms of any Guaranteed Obligations, or any compromise, settlement, release, or termination of any of the Guaranteed Obligations;

(ii) any change, restructuring, or termination of the corporate structure or existence of Company or any of its subsidiaries, including Guarantor's disposal of any part of Guarantor's interest in Company, or Guarantor's alteration of Guarantor's investment in Company in any manner;

(iii) any lack of validity or enforceability, in whole or in part, of the Guaranteed Obligations, the APA, or any agreement or instrument relating the Guaranteed Obligations or the APA;

(iv) any failure of Beneficiary to disclose to either Company or Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties, or prospects of either Company or any of its subsidiaries now or in the future known to Beneficiary (Guarantor waiving any duty on the part of Beneficiary to disclose the information);

(v) any failure, omission, delay, or lack on the part of Beneficiary to enforce, ascertain, or exercise any right, power, or remedy under or pursuant to the terms of the APA, the Guaranteed Obligations, or this Guaranty;

(vi) any failure by Beneficiary to commence an action against Company, including as contemplated by the provisions of O.C.G.A. Section 10-7-24, as amended; any lack of due diligence by Beneficiary in the collection or protection of or realization upon any collateral securing the Guaranteed Obligations;

(vii) the bankruptcy, insolvency, winding up, dissolution, liquidation, administration, reorganization, or other similar or dissimilar failure or financial disability of Guarantor or Company, or any legal limitation, disability, incapacity, or other circumstance relating to Guarantor or Company;

(viii) the addition, substitution or partial or entire release of any guarantor, maker, or other Parson (including Company) primarily or secondarily liable or responsible for the payment and observance of the Guaranteed Obligations or by any extension, waiver, amendment, or other action or instrument that may release or discharge (in whole or in part) a guarantor, maker, or other Person (other than as a result of the indefeasible payment of the Guaranteed Obligations in full);

(ix) the taking, variation, renewal, addition, substitution, subordination, or partial or entire release of any security or other credit support for the Guaranteed Obligations, or the enforcement or neglect to perfect or enforce the security or support; or

(x) except as provided in Section 2.3.3 (*Waiver of Rights and Remedies*), any other circumstance whatsoever (including any statute of limitations) or any act of Beneficiary or any existence of or reliance on any representation by Beneficiary that might otherwise constitute a legal or equitable defense available to, or a discharge of, Guarantor.

2.2.2. Guarantee Effectiveness. This Guaranty will continue to be effective or must be reinstated by Guarantor, as the case may be, if at any time any payment of the Guaranteed Obligations should for any reason subsequently be asserted or declared to be void or voidable, or is unwound in any way under any state or federal Law, including any provision of the U.S. Bankruptcy Code related to fraudulent conveyance or preference (each, a "**Voidable Transfer**"). Beneficiary or any other person is not required to repay or restore, in whole or in part, any Voidable Transfer, and any attempt to repay or restore any Voidable Transfer will be construed as though the payment had not been made.

2.2.3. No Release of Guaranty. No action that Beneficiary takes or fails to take in connection with the Guaranteed Obligations, or any security for the payment of any of the Guaranteed Obligations, nor any course of dealing with Company or any other person, will release Guarantor's obligations under this Guaranty, affect this Guaranty in any way, or give Guarantor any recourse against Beneficiary.

2.2.4. Enforcement following Seller Default. In the case of Seller Default under the APA or Seller's failure to perform any of the Guaranteed Obligations, Guarantor agrees that Beneficiary will have the right to enforce its rights, powers, and remedies under the APA and Guaranty or under any other instrument now or in the future evidencing, securing, or otherwise relating to the Guaranteed Obligations, and apply any payments or credits received by Company or Guarantor or realized from any security, in any manner and in any order as Beneficiary, in its sole discretion, sees fit, and all rights, powers, and remedies available to Beneficiary in that event will be nonexclusive and cumulative of all other rights, powers, and remedies provided under the APA, this Guaranty, by Law, or in equity. If the Guaranteed Obligations are partially paid at the election of Beneficiary or Beneficiary's successors or assigns, to pursue any of the remedies available to Beneficiary, or if the indebtedness is otherwise partially paid, this Guaranty will nevertheless remain in full force and effect, and Guarantor will remain liable for the entire balance of the Guaranteed Obligations even though any rights that Guarantor may have against Company may be destroyed or diminished by the exercise of the remedy.

2.3 Waivers and Acknowledgments.

2.3.1. Guarantor Notice Waiver. Guarantor unconditionally and irrevocably waives promptness, diligence, presentment, demand of payment, acceptance, notice of acceptance, protest, notice of dishonor, and any other notices regarding any of the Guaranteed Obligations and this Guaranty.

2.3.2. Guarantor Waiver of Guaranty and Acknowledgement of Continuing Obligations. Guarantor unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future. The provisions of this Guaranty will extend and be applicable to any modification of the APA.

2.3.3. Waiver of Rights and Remedies. Guarantor unconditionally and irrevocably waives all rights and remedies accorded by application of Law to sureties or guarantors and Guarantor must not assert or take advantage of those rights or remedies, including:

(i) any right to require Beneficiary to proceed against Company or any other person or to proceed against or exhaust any security held by Beneficiary at any time or to pursue any other remedy in Beneficiary's power before proceeding against Guarantor;

(ii) any defense that may arise because of the incapacity, lack of authority, death, or disability of any other Person or the failure of Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy, or any other proceeding) of any other Person; or

(iii) any defense arising because of the exercise of any right or remedy available to, or election made by, Beneficiary under the U.S. Bankruptcy Code, whether as an unsecured or under secured creditor, seeking adequate protection or otherwise.

2.3.4. Guarantor's Waiver of Defenses Based on Set-Off or Counterclaim. Guarantor unconditionally and irrevocably waives any defense based on any right of set-off or counterclaim against or concerning the obligations of Guarantor under this Guaranty.

2.3.5. Guarantor Waiver of Defenses, Claims, and Discharges. Guarantor unconditionally and irrevocably waives all defenses, claims, and discharges of Company, or any other obligor regarding the Guaranteed Obligations. Without limiting the generality of the preceding sentence, Guarantor will not assert, plead, or enforce against Beneficiary or any other Person any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality, or unenforceability that may be available to Company or any other person liable concerning any indebtedness, or any setoff available against Beneficiary to Company or any other Person, whether or not on account of a related transaction. Guarantor expressly waives reliance on any anti-deficiency statute(s). If a foreclosure proceeding is commenced, Guarantor expressly agrees that Guarantor will be and remain unconditionally liable, to the fullest extent permitted by applicable Law, for any deficiency remaining after foreclosure of any mortgage or security interest securing indebtedness, whether or not the liability of Company or any other person for the deficiency is discharged under statute or judicial decision.

2.4 Subrogation. Despite any payment or payments made by Guarantor under this Guaranty, Guarantor unconditionally and irrevocably waives any rights of subrogation to the rights of Beneficiary against Company and any rights of reimbursement, assignment, indemnification, or implied contract or any similar rights (including any statutory rights of subrogation under U.S. Bankruptcy Code Section 509 (11 U.S.C. § 509)) against Company or against any other guarantor of all or any part of the Guaranteed Obligations until when the Guaranteed Obligations have been indefeasibly performed in full. If, despite the preceding sentence, any amount will be paid to Guarantor on account of the subrogation or similar rights at any time when all of the Guaranteed Obligations will not have been indefeasibly paid in full, those amounts will be held by Guarantor in trust for Beneficiary and Guarantor must turn over to Beneficiary those amounts in the exact form received by Guarantor, to be applied against the Guaranteed Obligations in the order that Beneficiary may determine in Beneficiary's sole discretion.

2.5 Contribution, Indemnification, Reimbursement. Guarantor unconditionally, irrevocably, and absolutely waives all right of contribution, indemnification, reimbursement, or similar rights against Company regarding the Guaranty, whether the rights arise under an express or implied contract or by operation of Law, and it is the intention of Guarantor and Company that Guarantor will not be deemed to be a "creditor" (as defined in U.S. Bankruptcy Code Section 101 or any other applicable Law) of Company because of the existence of this Guaranty if Company becomes a debtor in any proceeding under the U.S. Bankruptcy Code or any other applicable Law.

2.6 Agreement regarding Bankruptcy of Company. So long as any Guaranteed Obligations are owed to Beneficiary, Guarantor must not, without the prior written consent of Beneficiary, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Company.

PART 3 - REPRESENTATIONS AND WARRANTIES

Guarantor hereby represents and warrants as follows:

3.1 Organization. Guarantor is #a ***OR*** #an #GuarantorEntityType# organized, validly existing, and in good standing under the Laws of the state of #GuarantorEntityRegistrationState.

3.2 Authorization; No Conflict. The execution and delivery by Guarantor of this Guaranty, and the performance by Guarantor of its obligations under this Guaranty: (i) are within Guarantor's #GuarantorEntityType# powers; (ii) have been duly authorized by all necessary #GuarantorEntityType# action; (iii) do not contravene its #bylaws ***OR*** #operating agreement ***OR*** #OtherOrganizationalDocument or any Law or regulation applicable to or binding on Guarantor or any of its properties; and (iv) do not require the consent or approval of any Person that has not already been obtained or the satisfaction or waiver of any conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

3.3 Enforceability. This Guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except to the extent that that enforceability may be limited by applicable bankruptcy, insolvency, dissolution, reorganization, moratorium, liquidation, or other similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at Law).

3.4 No Bankruptcy Proceedings. There are no bankruptcy proceedings pending or being contemplated by Guarantor or, to Guarantor's knowledge, threatened against it.

3.5 No Legal Proceedings. There are no legal proceedings that would be reasonably likely to materially adversely affect Guarantor's ability to perform this Guaranty.

PART 4 - MISCELLANEOUS

4.1 Continuing Guaranty; Assignment. This Guaranty is a continuing guaranty and will: (i) remain in full force and effect until all of the Guaranty Obligations have been satisfied; (ii) consistent with the terms of this Guaranty, apply to all Guaranteed Obligations whenever arising; (iii) be binding upon Guarantor, its successors and assigns; and (iv) inure to the benefit of, and be enforceable by, Beneficiary and its permitted assignees under this Guaranty. Guarantor must not assign or delegate Guarantor's rights or obligations under this Guaranty without: (i) the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion; and (ii) a written assignment and assumption agreement in form and substance reasonably acceptable to Beneficiary. Without prejudice to the survival of any of the other agreements of Guarantor under this Guaranty, the agreements and obligations of Guarantor contained in Section 4.4 (*Expenses*) (regarding enforcement expenses) and the last sentence of Section 2.2.1 (*Guarantor Guarantees*) will survive the payment in full of the Guaranteed Obligations and all of the other amounts payable under this Guaranty.

4.2 Notices. All notices, requests, demands and other communications that are required or may be given under this Guaranty must be in writing and will be deemed to have been given when actually received if: (i) personally delivered; (ii) transmitted by facsimile, electronic, or digital transmission method; or (iii) if sent by certified or registered mail, return receipt requested. In each case, notice will be to the contacts identified in this Section 4.2 (*Notices*) or to the other place and with the other copies as Beneficiary or Guarantor may designate for itself by written notice to the other under this Section 4.2 (*Notices*). Delivery by facsimile of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty will be effective as delivery of an original executed counterpart to the amendment or waiver.

Notice to GPC:

Georgia Power Company
C/O Southern Company Services, Inc.
Attn: Assistant Treasurer
30 Ivan Allen Junior Boulevard, NW
Bin SC1407
Atlanta, GA 30308
G2GPCERG@southernco.com

With Copy to:

Georgia Power Company Legal Dept.
Attn: Commercial & Transactions
Bin 10180
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308

Notice to Guarantor:

#CompanyName
Attn: #IndividualName
#Title
#StreetAddress
#City, #State #ZipCode
#Email#

4.3 Delay and Waiver. No failure on the part of Beneficiary to exercise, and no delay in exercising, any right under this Guaranty will operate as a waiver any right under this Guaranty; nor will any single or partial exercise of any right under this Guaranty preclude any other or further exercise of the right under this Guaranty or the exercise of any other right. The remedies provided in this Guaranty are cumulative and not exclusive of any remedies provided by Law.

4.4 Expenses. Guarantor agrees to pay or reimburse Beneficiary and any permitted assignees of Beneficiary on demand for its reasonable costs, charges, and expenses (including reasonable fees and expenses of counsel) incurred in connection with the enforcement of this Guaranty or caused by any breach by Guarantor of any of its obligations under this Guaranty, including any actions taken in any bankruptcy or insolvency proceedings, if Guarantor is required to pay under this Guaranty.

4.5 Entire Agreement; Amendments; Other Guarantees. This Guaranty and any agreement, document, or instrument attached to this Guaranty or referred to in this Guaranty integrate all the terms and conditions mentioned in or incidental to this Guaranty and supersede all oral negotiations and prior writings in respect to the subject matter of this Guaranty. In the event of any conflict between the terms and conditions of this Guaranty and any related agreement, document, or instrument, the terms and conditions of this Guaranty will prevail. This Guaranty may only be amended or modified by an instrument in writing signed by each of Guarantor and Beneficiary and any permitted assignees of Beneficiary. Without limiting the preceding in this Section 4.5 (*Entire Agreement; Amendments; Other Guarantees*): (i) this Guaranty will not release, modify, revoke, or terminate any other guaranty existing previously, now, or in the future executed by Guarantor; nor will any other guaranty previously, now, or in the future executed by Guarantor release, modify, revoke, or terminate this Guaranty; and (ii) all of Guarantor's liabilities and obligations and Beneficiary's rights and remedies under this Guaranty are in addition to and cumulative with those under any other guaranty executed by Guarantor in favor of Beneficiary or any affiliate of Beneficiary on or about the Effective Date or at any other time.

4.6 Headings. The headings of the various Sections of this Guaranty are for convenience of reference only and will not modify, define, or limit any of the terms or provisions in this Guaranty.

4.7 Governing Law; Consent to Jurisdiction.

4.7.1. Governing Law. This Guaranty will be construed and interpreted, and the rights of the parties determined, in accordance with the Laws of the state of Georgia, without giving effect to principles of conflicts of Law that would require the application of the Laws of another jurisdiction.

4.7.2. Consent to Jurisdiction. Guarantor irrevocably and unconditionally: (i) agrees that the exclusive jurisdiction for any suit, action, or other legal proceeding arising out of this Guaranty will be brought in the United States District Court for the Northern District of Georgia or in any Georgia State court of general jurisdiction in Fulton County, Atlanta, Georgia; (ii) consents to the jurisdiction of those courts in those suits, action, or proceeding; and (iii) waives any objection that the Person may have to the laying of venue of the suit, action, or proceeding in the court.

4.7.3. Waiver of Right to Jury Trial. GUARANTOR UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO, THIS GUARANTY, OR THE ACTIONS OF BENEFICIARY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS GUARANTY.

4.8 Severability. Any provision of this Guaranty that is prohibited or unenforceable will be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Guaranty.

4.9 Execution and Attestation.

4.9.1. Electronic Signature. This Guaranty may be executed by handwritten signature or Electronic Signature. An "**Electronic Signature**" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Person with the intent to sign the record, including facsimile or e-mail electronic signatures. Guarantor acknowledges that electronic records and Electronic Signatures may be used in connection with the execution of this Guaranty and Electronic Signatures transmitted by electronic mail in so-called ".pdf" format will be legal and binding, and will have the same full force and effect as if a paper original of this Guaranty had been delivered and signed using a handwritten signature. Guarantor: (i) agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Guaranty and to have the same effect as a handwritten signature; (ii) intends to be bound by the signature (whether original, faxed, or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means; (iii) is aware that Beneficiary will rely on the signatures; and (iv) waives any defenses to the enforcement of the terms of this Guaranty based on the forms of signature described in this Section 4.9 (*Execution and Attestation*). If Guarantor executes this Guaranty by Electronic Signature, Guarantor expressly consents under the Electronic Signatures in Global and National Commerce Act ("**E-SIGN**"), and Uniform Electronic Transactions Act as enacted in the state of Georgia ("**UETA**"), that a signature by fax, email, or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA regarding this transaction.

4.9.2. Digital or Electronic Signature. In addition to his Guaranty, any other documents to be delivered in connection with this Guaranty may be executed by handwritten signature or Electronic Signature. Guarantor acknowledges that any digital or Electronic Signature (including pdf, facsimile, or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Guaranty or other documents to be delivered in connection with this Guaranty are the same as handwritten signatures for the purposes of validity, enforceability, or admissibility, and that delivery to Beneficiary of an Electronic Signature, or a signed copy of, this Guaranty and related documents may be made by facsimile, email, or other electronic transmission.

Guarantor has caused this Guaranty to be executed and delivered under seal by its authorized representative as of Effective Date.

#GuarantorLegalName#

By: _____

Name

Printed: _____

Title: _____

Date: _____

EXHIBIT C – FORM OF BILL OF SALE AGREEMENT

This **Bill of Sale Agreement** (the "**Agreement**"), dated as of as of _____, 20__ (the "**Closing Date**") is entered into by **#AssignorLegalName#**, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Assignor**") and Georgia Power Company, a Georgia corporation ("**GPC**"). Assignor and GPC are each sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**." Assignor and GPC acknowledge as follows:

- The Parties have entered into an **Asset Purchase Agreement for CARES 2023 Utility Scale RFP at #ProjectName#** (the "**APA**"), where Assignor will sell, convey, transfer, assign, and deliver to GPC all of Assignor's right, title, and interest in and to the Acquired Assets, and GPC has agreed to purchase from Assignor the same; and

- The Parties are executing and delivering this Agreement to evidence the sale, conveyance, transfer, assignment, and delivery to GPC of the Project Assets effective as of the Closing Date.

To induce GPC to enter into and perform its obligations under the APA, and for and in consideration of the foregoing statements, the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and GPC agree as follows:

PART 1 - DEFINITIONS

1.1 Definitions. Unless otherwise defined in this Agreement, capitalized terms have the meanings specified or referred to in the APA.

PART 2 - SALE, TRANSFER, AND ASSIGNMENT

2.1 Sale, Transfer, and Assignment to GPC. Effective as of the Closing Date, and subject to the terms and conditions contained in the APA, Assignor sells, conveys, transfers, assigns, and delivers to GPC**,** and GPC purchases and accepts, all of Assignor's right, title and interest in and to the Project Assets, free and clear of all Liens other than Permitted Liens, and GPC purchases all of Assignor's right, title, and interest in and to all of the Project Assets as set forth in the APA.

2.2 No Further Rights of Assignor. From and after the date of this Agreement, Assignor will have no further right, title, or interest in and to the Acquired Assets, and GPC will be entitled to exercise all rights, powers, and privileges with respect to the Acquired Assets. Without limiting the generality of the foregoing, GPC will succeed to the entire right, title, and interest of Assignor in and to the Acquired Assets.

2.3 Recordation. Simultaneously with the execution and delivery of this Agreement, the Parties will record a memorandum of assignment publishing notice of the transfer of all Project Real Property that is being assigned and the Parties to the assignment in the real property records of the county in which the Project Real Property is located.

2.4 Further Assurances. Each Party agrees to do and take, or cause to be done or taken, all further acts, assurances, and things, and to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all further instruments and other documents, in each case, as may be reasonably requested by any other Party in order to better consummate and carry out the intent of this Agreement and give effect to this Agreement. Without limiting the generality of the foregoing, each Party agrees, on the request of any other Party, to execute or re-execute, as the case may be, new or additional assignments or memorandums of assignment, in recordable form, with respect to the Project Assets, including the Project Real Property.

2.5 Asset Purchase Agreement. This Agreement is executed and delivered and is subject to in all respects the terms and conditions of the APA. GPC acknowledges and agrees that Assignor makes no, and GPC is not relying on any, representation, or warranty with respect to the Project Assets except as expressly set forth in the APA, and each of the Parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the Parties under the APA will be deemed to be enlarged, modified, or altered in any way by this Agreement. To the extent a conflict should arise between this Agreement and the APA, the APA will control.

PART 3 - MISCELLANEOUS

3.1 Governing Law. This Agreement will be construed and interpreted, and the rights of the Parties determined, in accordance with the Laws of the state of Georgia, without giving effect to principles of conflicts of Law that would require the application of the Laws of another jurisdiction.

3.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

3.3 Amendment. This Agreement may not be amended, supplemented, or modified except by an instrument in writing signed on behalf of GPC and Assignor.

Each Party agrees to all terms and conditions of this Agreement. The Parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.

Georgia Power Company	**#SellerLegalName#**
By: _____	By: _____
#Name#	#SellerSignatureName#
#Title#	#SellerSignatureTitle#
Date: _____	Date: _____

EXHIBIT D – FORM OF ASSIGNMENT AGREEMENT

This **Assignment Agreement** ("**Agreement**"), dated as of as of _____, 20__ (the "**Closing Date**") is entered into by **#AssignorLegalName#**, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Assignor**") and Georgia Power Company, a Georgia corporation ("**GPC**"). Assignor and GPC are each sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**." Assignor and GPC acknowledge as follows:

- The Parties have entered into an **Asset Purchase Agreement for CARES 2023 Utility Scale RFP at #ProjectName#** (the "**APA**"), where Assignor has agreed to assign to GPC the Project Contracts (including the Real Property Agreements); and
- The Parties are executing and delivering this Agreement to evidence: (i) the sale, transfer, and assignment of all Project Contracts (including the Real Property Agreements) by Assignor; and (ii) GPC acceptance of the assignment of the Project Contracts effective as of the Closing Date subject to the terms of the APA other than Excluded Liabilities.

To induce GPC to enter into and perform its obligations under the APA, and for and in consideration of the foregoing statements, the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and GPC agree as follows:

PART 1 - DEFINITIONS

1.1 Definitions. Unless otherwise defined in this Agreement, capitalized terms have the meanings specified or referred to in the APA.

PART 2 - ASSIGNMENT

2.1 Assignment to and Assumption by GPC. Effective as of the Closing Date, and subject to the terms and conditions contained in the APA, Assignor assigns and delegates to GPC, and GPC assumes and will pay, perform, and discharge when due, all of Assignor's right, title and interest in and to the Project Contracts (including the Real Property Agreements), free and clear of all Liens other than Permitted Liens, and GPC purchases all of Assignor's right, title, and interest in and to all of the Project Contracts (including all Real Property Agreements) as set forth in the APA.

2.2 Excluded Liabilities. GPC assumes no Excluded Liabilities, and the Parties agree that all Excluded Liabilities will remain the sole responsibility of and will be retained, paid, performed, and discharged solely by Assignor.

2.3 Asset Purchase Agreement. This Agreement is executed and delivered and is subject to in all respects the terms and conditions of the APA. GPC acknowledges and agrees that Assignor makes no, and GPC is not relying on any, representation, or warranty with respect to the Assumed Liabilities except as expressly set forth in the APA, and each of the Parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the Parties under the APA will be deemed to be enlarged, modified, or altered in any way by this Agreement. To the extent a conflict should arise between this Agreement and the APA, the APA will control.

PART 3 - MISCELLANEOUS

3.1 Governing Law. This Agreement will be construed and interpreted, and the rights of the Parties determined, in accordance with the Laws of the state of Georgia, without giving effect to principles of conflicts of Law that would require the application of the Laws of another jurisdiction.

3.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

3.4 Amendment. This Agreement may not be amended, supplemented, or modified except by an instrument in writing signed on behalf of GPC and Assignor.

Each Party agrees to all terms and conditions of this Agreement. The Parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.

Georgia Power Company	**#SellerLegalName#**
By: _____	By: _____
#Name#	#SellerSignatureName#
#Title#	#SellerSignatureTitle#
Date: _____	Date: _____

EXHIBIT E – LEASE ASSIGNMENT CONSENT

This **Lease Assignment Consent** (the "**Consent**"), dated as of as of _____, 20__ (the "**Closing Date**") is entered into by **#LandlordLegalName#**, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Landlord**") and **#TenantLegalName#**, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Tenant**"). Landlord and Tenant are each sometimes referred to in this Consent individually as a "**Party**" and collectively as the "**Parties**." Landlord and Tenant acknowledge as follows:

- Landlord and Tenant have entered into a Lease Agreement, dated as of #Date#, which is attached to this Consent as Exhibit A (the "**Lease**");
- Tenant and Georgia Power Company ("**GPC**") have entered into an **Asset Purchase Agreement for CARES 2023 Utility Scale RFP at #ProjectName#** ("**APA**"), where Tenant will sell, convey, transfer, assign, and deliver to GPC all of Tenant's right, title, and interest in and to the Lease; and
- Landlord and Tenant are executing and delivering this Consent to evidence the consent of Landlord to the assignment of the Lease from Tenant to GPC.

In consideration of the mutual covenants contained in this Consent and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

PART 4 - ASSIGNMENT OF LEASE

4.1 Landlord Consent. Landlord consents to the assignment by Tenant to GPC of the Lease, together with all of Tenant's rights under the Lease with respect to the real property described in Exhibit B (the "**Property**").

4.2 Landlord Acknowledgment. Landlord acknowledges that: (i) the Lease is, at the date of this Consent, in full force and effect and, to the best knowledge of the Landlord, no default exists on the part of Landlord or Tenant; (ii) Landlord has no claims, offsets, credits, deductions, or other defenses as to the performance of Landlord's duties under the Lease; and (iii) the Lease constitutes the complete agreement between Landlord and Tenant regarding the Property, and there are no other agreements, provisions, options, or rights existing between Landlord and Tenant with respect to the Property, except as contained in the Lease.

4.6 Landlord Representations and Warranties. Landlord represents and warrants that Landlord is the only person or entity having the right to consent to Tenant's assignment of the Lease and that there are no lienholders, partners, trustees, owners, or other parties or entities whose consent is required for the assignment of the Lease.

4.7 Further Assurances. Each Party agrees to do and take, or cause to be done or taken, all further acts, assurances, and things, and to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all further instruments and other documents, in each case, as may be reasonably requested by any other Party in order to better consummate and carry out the intent of this Agreement and give effect to this Agreement. Without limiting the generality of the foregoing, each Party agrees, on the request of any other Party, to execute or re-execute, as the case may be, new or additional assignments or memorandums of assignment, in recordable form, with respect to the Lease or the Property.

PART 5 - MISCELLANEOUS

5.1 Governing Law. This Consent will be construed and interpreted, and the rights of the Parties determined, in accordance with the Laws of the state of Georgia, without giving effect to principles of conflicts of Law that would require the application of the Laws of another jurisdiction.

5.2 Successors and Assigns. This Consent shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

5.3 Amendment. This Consent may not be amended, supplemented, or modified except by an instrument in writing signed on behalf of Landlord and Tenant.

5.4 Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that GPC is an intended third party beneficiary and is entitled to rely on the representations, warranties, covenants, and remedies set forth in this Consent as if an original party to this Consent.

Each Party agrees to all terms and conditions of this Consent. The Parties may exchange counterparts of this Consent as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.

#LandlordLegalName#	**#TenantLegalName#**
By: _____	By: _____
#LandlordSignatureName#	#TenantSignatureName#
#LandlordSignatureTitle#	#TenantSignatureTitle#
Date: _____	Date: _____

EXHIBIT F – CLOSING TITLE ENDORSEMENTS

[To be inserted during APA finalization]

EXHIBIT G – FORM OF DOMESTIC CONTENT CERTIFICATE

#Insert date#

This Domestic Content Certificate (this "**Certificate**") is furnished in accordance with the **Asset Purchase Agreement for CARES 2023 Utility Scale RFP at #ProjectName#** by and between Georgia Power Company, a Georgia corporation ("**Company**") and **#SellerLegalName#**, #a/an# #OrgState# #limited liability company# *OR* #OtherOrgStructure# (the "**Agreement**").

Seller hereby acknowledges that the items listed on Exhibit A attached to this Certificate that has been incorporated into photovoltaic solar power facility located in #ProjectCity, Georgia (the "**Project**"). Seller certifies that: (1) all Manufacturing Processes with respect to any Steel or Iron Items incorporated into the Project took place in the United States, except metallurgical processes involving refinement of steel additives; and (2) either: (a) all of the Project Components are United States Manufactured Products; or (b) the sum of the total Direct Cost of the United States Manufactured Products and the United States Components equals or exceeds forty percent (40%) of the total Direct Cost of all Project Components.

For the purposes of this Certificate, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings.

Code: The Internal Revenue Code of 1986, as amended.

Direct Cost: Direct costs as defined in Treasury Regulations Section 1.263A-1(e)(2)(i) that are paid or incurred (within the meaning of Section 461 of the Code) to produce the Manufactured Product by its manufacturer.

Manufactured: Produced as a result of the Manufacturing Process.

Manufacturing Process: The application of processes to alter the form or function of materials or elements of a product in a manner adding value and transforming those materials and elements so that they represent a new item functionally different from that which would result from mere assembly of the elements or materials.

Manufactured Product: An item produced as a result of the Manufacturing Process.

Manufactured Product Component: Any article, material, or supply, whether or not Manufactured, that is directly incorporated into a Project Component.

Mined: Derived from the extraction of ores or minerals from the ground or from the waste or residue of prior mining.

Non-United States Manufactured Product: A Manufactured Product all or a portion of the Manufacturing Processes of which occurred outside the United States or all or a portion of the Manufactured Product Components of which are of non-United States origin.

Project Component: Any article, material, or supply, which is directly incorporated into the Project that is a Manufactured Product.

Steel or Iron Items: Construction materials made primarily of steel or iron that are structural in function.

United States: The several states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

United States Component: Any Manufactured Product Component of a Non-United States Manufactured Product if the Manufactured Product Component is Mined or Manufactured in the United States.

United States Manufactured Product: A Manufactured Product all of the Manufacturing Processes for which occurred in the United States and all of the Manufactured Project Components of which have been Manufactured in the United States.

Seller acknowledges that this Certificate may be relied on by the Company and the Internal Revenue Service to determine whether the Project qualifies for an increase in the energy credit under Section 48 of the Internal Revenue Code of 1986, as amended, (the "Code") or the clean electricity investment credit under Section 48E of the Code, with respect to facilities that satisfy the "domestic content" provisions of Sections 48(a)(12) or 48E(a)(3)(B) of the Code, and certifies that the information is this Certificate is true, correct, and complete to the best of Seller's knowledge and belief.

#SellerLegalName#

By: _____

Name

Printed: _____

Title: _____

Date: _____