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.

Build Transfer 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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SCHEDULE OF DEFINED TERMS

This BTA uses the defined terms identified in this *Schedule of Defined Terms* or in the body of this BTA and the rules of construction described in Section 21.19 (*Contract Interpretation*).

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.

Additional Report: As defined in Section 6.24.2 (*Change to Reports*).

Affected System: An Electric System utility other than the Southern Company Transmission System or an electric facility owner whose facilities require an addition, modification, or upgrade that is necessary for safe, and reliable operation of the Electric System during parallel operation of the Project, other than those required due to GPC's designation of the Project output to serve GPC's customers (i.e., to deliver the Energy from the Point of Delivery to GPC's customers).

Affected System Upgrade: Any addition, modification, or upgrade to an Affected System's Electric System that would be necessary for safe, and reliable operation of the Electric System during parallel operation of the Project. Each addition, modification, or upgrade will be constructed, and owned by that Affected System.

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 BTA, 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.

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 Title Commitment 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: As defined in Section 1.4.5 (*Regulatory Matters*).

Anti-Forced Labor Law: (i) the anti-forced labor provisions of Section 307 of the Tariff Act of 1930 (19 U.S.C. § 1307); (ii) the Uyghur Forced Labor Prevention Act (Public Law 117–78; 117th Congress; Dec. 23, 2021; H.R. 6256; 135 STAT. 1525); and (iii) any other Law pertaining to Forced Labor.

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 pursuant to this BTA, in substantially the form of Exhibit C (*Form of Assignment Agreement*) attached to this BTA.

Assumed Liabilities: As defined in Section 1.2.5 (*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.

Base Purchase Price: The amount set forth in Section 1.3.1 (*Base Purchase Price*).

Benefit Plan: 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.

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 B (*Form of Bill of Sale*) attached to this BTA.

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.

BTA: This Build Transfer Agreement for CARES 2023 Utility Scale RFP at #ProjectName# entered into between GPC and Seller, including all Exhibits and Schedules.

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 BTA or the transactions contemplated by this BTA 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; (e) prohibits GPC from recovering the transaction costs relating to the transactions contemplated by this BTA; (f) prohibits GPC from deferring the incremental net costs and benefits associated with the transactions contemplated by this BTA between the Closing and GPC's next rate case proceeding; or (g) 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.

Capacity Guarantee: The Capacity Guarantee as described in Exhibit S (*Commissioning and Testing*).

Capacity Test: The Capacity Test as described in Exhibit S (*Commissioning and Testing*).

Certificate of Final Completion: As defined in Section 12.6.1 (*Certificate of Final Completion*).

Certificate of Mechanical Completion: As defined in Section 12.2.1 (*Certificate of Mechanical Completion*).

Certificate of Substantial Completion: As defined in Section 12.4.1 (*Certificate of Substantial Completion*).

Change: Any alteration of the Work whether by way of addition, deletion, modification, substitution or omission as authorized in accordance with Section 9.1 (*Changes*), but not including any instruction to the extent that the instruction is issued as a result of any breach by Seller of this BTA or otherwise to require Seller to fulfill its obligations under this BTA. Changes include changes to scope of Work, Project Schedule, and Purchase Price. Re-performance of any Work required to rectify or recover Work that is necessary due to Seller's (or a Seller Party's) negligence or breach of this BTA will not constitute a Change.

Change in Law: (i) the enactment, adoption, taking effect of, promulgation, modification, change, amendment, replacement, successor, or repeal, or change in application, after the Effective Date of any applicable Law, including change in rates as it relates to Laws imposing Taxes and Tariffs, or a petition, investigation or commencement of a proceeding seeking or in furtherance of the foregoing (provided that a petition, investigation or proceeding will only constitute a Change in Law to the extent that it impacts Project Equipment that is being imported from outside of the U.S.); or (ii) the imposition of any material conditions on the issuance or renewal of any applicable Permit, occurring after the Effective Date.

Change Order: A written "Change Order" in the form of Exhibit R (*Form of Change Order*), authorizing a Change, executed by GPC and Seller in accordance with the terms of this BTA.

Change Order Notice: The written notice of Change Order issued to Seller by GPC under Section 9.2.2 (*Changes Initiated by GPC*).

Change Order Request: The written request for a Change Order issued to GPC by Seller under Section 9.2.1 (*Changes Initiated by Seller*).

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 1.4.1 (*Closing Date*).

Closing Date: The date that the Closing occurs.

Closing Payment: As defined in Section 1.4.2 (*Closing Payment*).

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

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 BTA issued by the Commission.

Commissioning and Test Plan: The plan for the performance of the Commissioning Tests, and the Performance Tests, as further described in Exhibit S (*Commissioning and Testing*), and as updated in accordance with Section 10.2 (*Commissioning and Performance Tests*).

Commissioning Tests: Those tests required in connection with the commissioning of the Project, as further described in Exhibit S (*Commissioning and Testing*).

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 BTA, including this BTA. 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 BTA; (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 in accordance with applicable Law.

Consent: Any approval, consent, authorization, or other applicable requirement with respect to the Project or this BTA 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.

Construction: Any activity or action that constitutes construction for the purpose of Code Section 45(b)(7) and (8) and Code Section 48(a)(10) and (11) and any PWA Guidance.

Construction Costs: The aggregate of all costs and expenses incurred or accrued by or on behalf of Seller, any of its Affiliates or any prior developer of the Project, to site, design, develop, engineer, procure, supply, construct, interconnect, permit, startup, commission, or test the Project or any part or component of the Project, or materials used in the Project (including the Project Assets), in each case, in order for the Project (including the Project Assets) to achieve Substantial Completion and Final Completion, including any all amounts owing under the Project Contracts to achieve Substantial Completion and Final Completion, but excluding any amount to the extent

arising as a result of GPC's commercial operation or use of the Project following Closing.

Construction Period Performance Security: As defined in Section 4.1.2 (*Construction Period Performance Security*).

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 6.34.1 (*Project Contracts*).

Contractor Drawings and Manuals: All drawings and information developed by EPC Contractor and Subcontractors and provided to Seller in connection with EPC Contractor's and any Subcontractor's obligations under the EPC Contract, all in accordance with the requirements of this BTA.

Counterparty: As defined in Section 6.34.1 (*Project Contracts*).

Credit Support Obligations: As defined in Section 7.4 (*Performance Security*).

Creditworthy: A Person: (i) with an investment grade rating from two of the three Rating Agencies such 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.

Critical Milestones: Certain Milestones, set forth in Exhibit O (*Critical Milestones and Critical Milestone Completion Dates*), designated in the Project Schedule as Milestones that are critical to the ability of the Project to achieve Substantial Completion by the Guaranteed Substantial Completion Date.

Critical Milestone Completion Date: The completion date, set forth in Exhibit O (*Critical Milestones and Critical Milestone Completion Dates*), by which Seller will achieve the corresponding Critical Milestone.

Data Site: The website established by Seller for the purposes of this BTA, 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 D (*Form of Deed/Lease Assignment*) attached to this BTA.

Deemed PWA Compliance: As defined in Section 2.25.12 (*Tax Benefits*).

Defect or Defects: As defined in Section 14.1(i) (*Warranties*).

Deferred Permit: As of any date, any Project Permit that has not been obtained: (a) that is not required to have been obtained on or before such date by applicable Law, or the requirements of any Project Contract; and (b) that Seller has a reasonable expectation will be obtained in the ordinary course of business.

Delay Liquidated Damages: Collectively, Mechanical Completion Delay Liquidated Damages and Substantial Completion Delay Liquidated Damages.

Design Documents: As defined in Section 13.2.1 (*Review*).

Disclosure Items: As defined in Section 6.32.1 (*Seller Material Adverse Effect Update Matters*).

Dispute Response: As defined in Section 19.1 (*Dispute Resolution*).

Disputing Party: As defined in Section 19.1 (*Dispute Resolution*).

Draft Manuals: As defined in Section 6.11.3 (*Draft Manuals*).

Easement: Any easement (other than those easements included in the Real Property Agreements), right-of-way, license, occupancy or encroachment permit, or similar entitlement that is used, or to be used, for or in installation and maintenance of overhead or underground transmission for the Project, collection or communication lines and facilities for the Project, and other appliances or fixtures for use in connection with lines and facilities development, construction, ownership, operation, use, or maintenance of the Project.

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

EH&S Procedures: As defined in Section 6.31.2 (*EH&S Procedures*).

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 BTA must be in the form of either a Letter of Credit or cash whenever a Seller Guarantor supplying a Seller Guaranty under this BTA 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.

Energization and Synchronization: The Project has been energized, and has been synchronized with, and is capable of transmitting electric energy to, the Transmission Service Provider, and is ready to be placed into service.

Energization Notice: As defined in Section 12.3 (*No Energization*).

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 Claim: Any written notice, Claim, complaint, or Action by any Person alleging any actual or potential Liability or violation under any Environmental Law.

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.

EPC Change Order: Any order identified as a "Change Order" and issued by the Seller to EPC Contractor, under the EPC Contract.

EPC Contract: An Engineering, Procurement and Construction Agreement between Seller and the EPC Contractor, in the form of Exhibit I (*EPC Contract*).

EPC Contract Price: The total amount that would be due to EPC Contractor under the EPC Contract for the full satisfaction of all of EPC Contractor's obligations thereunder, including the completion of the Project at the Project Nameplate Capacity.

EPC Contractor: The counterparty (other than Seller) to the EPC Contract.

ERISA: The 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 on Schedule 1.1(d).

Excluded Liabilities: As defined in Section 1.2.4 (*Excluded Liabilities*).

Excusable Event: (i) an FME; (ii) a Change in Law; (iii) a GPC-Caused Delay; and (iv) an Insufficient Insolation Day.

Exhibit: Any schedule, exhibit, or attachment that is attached to or incorporated into this BTA.

Extended FME: An FME that is preventing the affected Party from performing its obligations under this BTA for a period of six Months or longer.

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

Fifteen Day Performance Ratio Test: The Fifteen Day Performance Ratio Test as described in Exhibit S (*Commissioning and Testing*).

Final Completion: The condition where the Project demonstrates that all the Final Completion Criteria have been satisfied in accordance with the requirements of this BTA, and the EPC Contract.

Final Completion Criteria: The criteria set forth in Exhibit W-3 (*Final Completion Criteria*).

Final Completion Date: The date on the Certificate of Final Completion provided by Seller that GPC accepts in accordance with the requirements of Section 12.6.2 (*GPC's Review of Final Completion Certificate*).

Final Lien Waiver: As applicable: (i) a lien waiver from Subcontractors to be delivered by Seller pursuant to Sections 6.26.2 (*Lien Waivers at the Closing Date*), and 6.26.3 (*Final Lien Waivers*) in the form of Exhibit F-4 (*Form of Subcontractors' Final Lien Waiver*); and (ii) a lien waiver from EPC Contractor to be delivered by Seller pursuant to Section 6.26.3 (*Final Lien Waivers*) in the form of Exhibit F-3 (*Form of EPC Contractor's Final Lien Waiver*).

Firm Date: As defined in Section 1.1.1 (*Firm Date Conditions*).

Firm Date Conditions: As defined in Section 1.1.1 (*Firm Date Conditions*).

Firm Date Deadline: As defined in Section 1.7.1(ix) (*Termination Prior to Closing Date*).

Firm Date Reports: Those Reports specifically identified on Schedule 2.3(a)(i)(D).

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.

Five Consecutive Day Operational Test: The Five Consecutive Day Operational Test as described in Exhibit S (*Commissioning and Testing*).

FME: As defined in Section 11.1.1 (*Definition of Force Majeure Event (FME)*).

FME Remedy Plan: The plan submitted to a Party pursuant to Section 11.1.6 (*Extended FME*) in the event of an Extended FME.

Forced Labor: All work or service exacted from any natural Person under the menace of any penalty, and for which the said natural Person has not offered him/herself voluntarily, such as any form of forced labor, child labor, indentured labor, bonded labor (including debt bondage, trafficked or slave), prison labor, or trafficking in natural Persons.

Full Notice to Proceed: The notice to proceed, issued under the EPC Contract, authorizing the EPC Contractor to begin the full scope of work of the EPC Contract without being limited or contingent upon the satisfaction of any condition.

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

Gap Warranty: As defined in Section 14.3 (*Gap Warranty*).

Georgia DNR: The Georgia Department of Natural Resources, or any Governmental Authority succeeding to the powers and functions of the Georgia DNR.

Good Faith Effort: As defined in Section 2.25.12 (*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 Authorized Representative: As defined in Section 7.2.1 (*GPC's Designated Representative*).

GPC Closing Certificate: As defined in Section 1.6.6(v) (*Closing Deliveries*).

GPC Default: As defined in Section 15.2 (*GPC Default*).

GPC Design Review Parties: As defined in Section 13.2.1 (*Review*).

GPC Disclosure Schedule: The Schedules prepared by GPC, and delivered to Seller in conjunction with the execution of this BTA.

GPC Fundamental Representations: The representations and warranties set forth in Section 3.1 (*Organization; Existence*), Section 3.2 (*Authority*), Section 3.3 (*Binding Agreement*), and Section 3.7 (*Brokers*).

GPC Indemnified Parties: As defined in Section 17.3 (*Indemnification by Seller*).

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 BTA or consummate the transactions contemplated by this BTA.

GPC Obligation: As defined in Section 8.2 (*Form of Project Schedule*).

GPC-Caused Delay: Any event or circumstance, or combination of events or circumstances, that actually affects, prevents or delays Seller's ability to perform its obligations under this BTA in accordance with the Project Schedule, if such event or circumstance is caused by GPC or its Affiliates or Representatives.

GPC-Initiated Change: As defined in Section 9.2.2 (*Changes Initiated by GPC*).

GPC-Initiated Change Order Costs: As defined in Section 1.3.4 (*GPC-Initiated Change Order Costs*).

GPC's Consents: As defined in Section 3.4 (*No Conflicts*).

Guaranteed Performance Ratio: The Guaranteed Performance Ratio as described in Exhibit S (*Commissioning and Testing*).

Guaranteed Substantial Completion Date: [●], 202[●], subject to extension as provided in this BTA.

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.

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 17.5 (*Notice of Proceeding*).

Initial Performance Security: As defined in Section 4.1.1 (*Initial Performance Security*).

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.

Insufficient Insolation Day: A Day during the Fifteen Day Performance Ratio Test that does not have Sufficient Insolation and that is excluded from the Fifteen Day Performance Ratio Test pursuant to Section 6 of Exhibit S (*Commissioning and Testing*).

Intellectual Property Right: Any right to a United States or foreign: (a) patent and industrial design (including any continuation, continuation-in-part, renewal, reissue, and application for any of the foregoing); (b) copyright (including any registration and application for any of the foregoing); (c) trademark, service mark, trade name, logo, slogan, trade dress, and application for registration of the foregoing; and (d) trade secret and confidential information, including confidential know-how, process, formula, algorithm, model, or methodology.

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 Costs: The costs, including transmission customer interconnection costs, transmission provider interconnection costs, network upgrades, and affected systems costs, if any, charged by the Transmission Service Provider, applicable balancing authority, or operators of affected systems, or costs incurred by the Seller, or EPC Contractor in connection with the interconnection of the Project to the Point of Interconnection, excluding any costs to be borne by GPC to improve the Electric System beyond the Point of Interconnection as described in Section 1.8 (*Grid Improvements*).

Interconnection Facilities: The specific transmission or distribution line and substation facility additions or modifications that are or will be owned by an Interconnection Provider, and that are necessary to provide the physical electrical connection at the Point of Interconnection between the Project and the Electric System.

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

Interim Lien Waiver: As applicable: (i) a lien waiver from EPC Contractor to be delivered by Seller pursuant to Section 6.26.2 (*Lien Waivers at the Closing Date*) in the form of Exhibit F-1 (*Form of EPC Contractor's Interim Lien Waiver*); and (ii) a lien waiver from Subcontractors to be delivered by Seller pursuant to Section 6.26.2 (*Lien Waivers at the Closing Date*) in the form of Exhibit F-3 (*Form of Subcontractors' Interim Lien Waiver*).

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.

Major Equipment: The photovoltaic modules, inverters, trackers, high voltage breakers, and generator step-up transformers to be incorporated into the Project.

Major Equipment Warranty Requirements: As set forth in Section 14.4.2 (*Extended Warranty Period for Certain Equipment*).

Major Subcontractors: Those Subcontractors supplying Major Equipment.

Major Supply Agreements: The agreements under which the Major Subcontractors will supply the Major Equipment, in the form attached to this BTA as Exhibit K (*Major Supply Agreements*).

Materials: All Intellectual Property Rights, equipment, machinery, apparatus, materials, articles, and things of all kinds to be provided and incorporated into the Project by Seller, EPC Contractor, and the Subcontractors under this BTA (including spare parts and tools to be supplied under this BTA), other than the Project Equipment.

Material Credit Change: That Seller or Seller's Guarantor is no longer Creditworthy.

Mechanical Completion: The condition where the Project demonstrates that all of the Mechanical Completion Criteria have been satisfied in accordance with the requirements of this BTA, and the EPC Contract.

Mechanical Completion Criteria: The criteria set forth in Exhibit W-1 (*Mechanical Completion Criteria*).

Mechanical Completion Date: The date on the Certificate of Mechanical Completion provided by Seller that GPC accepts in accordance with the requirements of Section 12.2.2 (*GPC's Review of Mechanical Completion Certificate*).

Mechanical Completion Delay Liquidated Damages: As defined in Section 12.8.1 (*Mechanical Completion Delay LDs*).

Milestone: As defined in Section 8.1 (*Project Schedule*).

Milestone Completion Dates: As defined in Section 8.1 (*Project Schedule*).

Monthly Progress Report: As defined in Section 6.25.1 (*Monthly Progress Reports*).

Moody's: Moody's Investors Service, Inc. or its successor. If Moody's ceases to exist or publish ratings, Moody's will mean a nationally recognized rating agency mutually agreed upon by the Parties.

NERC: The North American Electric Reliability Corporation, including any successor organization that is responsible for establishing reliability criteria and protocols.

NERC Reliability Requirements: Those requirements in the NERC Reliability Standards for Bulk Electric Systems in North America.

Notice of Dispute: As defined in Section 19.1 (*Dispute Resolution*).

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].

Operating Period Performance Security: As defined in Section 4.1.4 (*Operating Period Performance Security*).

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.

OSHA: As defined in Section 6.13.1 (*Seller Safety Obligations*).

Outside Closing Date: [●], 202[●].

Party or **Parties**: Either GPC or Seller or both.

Performance Guarantee: The Performance Guarantee described in Exhibit S (*Commissioning and Testing*).

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

Performance Test: Each of the Performance Tests described in Exhibit S (*Commissioning and Testing*).

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.

Permit Application: As defined in Section 6.6.2 (*Permit Application Review*).

Permitted Indebtedness: (a) any Indebtedness that is (or will be) released on or prior to Closing; and (b) any Indebtedness set forth on Schedule 4.9.

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 mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like Lien arising in the ordinary course of business in connection with the construction of the Project, in each case, for amounts that are not due or, if relating to overdue amounts, that are being contested in good faith, and for which adequate reserves have been established in accordance with GAAP; (c) 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; (d) with respect to the Project Real Property, the terms and conditions of the Real Property Agreements; (e) any Lien disclosed on Schedule 1.1(e); (f) any other Lien, imperfection or irregularity of title, right-of-way, 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 (g) any Lien created by the action of GPC or any of its Affiliates.

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

Permitted Update Matter: Unless notice to or the consent of GPC is otherwise required under this BTA: (a) any new or updated Real Property Agreement with the existing parties that is substantially and in all material respects "in the form of" the applicable Real Property Agreements existing and scheduled as of the Effective Date; or (b) any Contract, matter, or other item that constitutes an Excluded Liability.

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: (a) the Project has been successfully commissioned; (b) the Project has achieved the minimum performance levels; (c) the Project is capable of being operated on a regular and continuous basis; (d) GPC has operational control the Project; and (e) all Permits required for the Project to meet the requirements set forth in this BTA are in full force and effect.

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 GPC EPC Change Order Costs: Any increase in the EPC Contract Price attributable to: (i) any EPC Change Order requested by GPC following the Closing Date that requests a change to the Scope of Work or Project Schedule, each as defined in the EPC Contract, and not comprising recovery Work due to the negligence of or breach of this BTA by any Seller Party; or (ii) any GPC-Caused Delay under this BTA following the Closing Date.

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.

Post-Construction Period Performance Security: As defined in Section 4.1.3 (*Post-Closing Period Performance Security*).

Pre-Closing Taxes: (a) any Tax imposed on or with respect to the Project Assets or the Project with respect to any Pre-Closing Tax Period and, in the case of any Straddle Period, the portion of such period ending on and including the Closing Date; (b) any Tax imposed on or with respect to the Seller, EPC Contractor, any Subcontractor, or any of their respective Affiliates; (c) any Tax for which Seller is responsible under Section 18.1 (*Transfer Tax*) and Section 18.9 (*Tax Characterization*); (e) any Claim and Liability (including any Tax Benefit Loss) attributable to a breach by Seller of any of any representation, warranty, or covenant under Section 2.25 (*Tax Benefits*), Section 2.26 (*Taxes*), or Part 18 (*Tax Matters*); (f) any Tax and Tax Benefit Loss attributable to a breach by Seller of any of any representation, warranty, or covenant in this BTA; (g) any Tax imposed on GPC or any of its Affiliates, as a transferee or successor, by contract or under any Law, which Tax relates to an event or transaction occurring during the Pre-Closing Tax Period with respect to the Project or the Project Assets; (h) payment of any Tax as a result of any obligation to indemnify any other Person or as a result of any obligation under any agreement or arrangement (other than any obligation or indemnification for Tax under any Project Contract relating to a Tax period beginning after the Closing Date or the portion of any Straddle Period beginning after the Closing Date) entered into on or prior to the Closing Date with respect to the Project or the Project Assets; (i) any withholding Tax on GPC or any of its Affiliates resulting from the transactions contemplated by this BTA to the extent not withheld under Section 1.4 (*The Closing; Purchase Price Payment*); and (j) any reasonable cost and expense associated with the investigation, review, remediation, and resolution of any of the foregoing items described in clauses (a) to (i), including reasonable legal fees and expenses.

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.

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.

Pro-Ratable Items: As defined in Section 1.3.3 (*Pro-Ratable Items*).

Project: The [●] MW (AC) solar photovoltaic energy generation project being developed by Seller consisting of the Project Assets, and located on the Project Site.

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 (including the Interconnection Agreement);

(d) Project Equipment;

(e) Project 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 Schedule 2.12(i) (other than the Real Property Agreements, which are listed on Schedule 2.12(i)).

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 Site, other than the Excluded Assets, all as listed on Schedule 1.1(b).

Project Facilities: The Project Equipment, and the Project Improvements comprising the Project.

Project Improvements: All buildings, structures, fixtures, access roads, and other improvements located at or on the Project Site that will comprise the Project, and Project Assets, and other improvements made under this BTA, as listed on Schedule 1.1(c).

Project Intellectual Property: As defined in Section 2.20 (*Intellectual Property*).

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 development, design, engineering, supply, Construction, installation, testing, commissioning, and, as of Substantial Completion, operation, maintenance, repair, ownership, and use of the Project at the Project Site, and the generation, transmission, and sale of electric power (except for any Permit required as a result of the specific legal, regulatory, or financial status of GPC or its Affiliates, or as a result of any other fact or circumstance that specifically relates to the business or activities in which GPC or its Affiliates are or proposed to be engaged).

Project Problem: As defined in Section 6.25.2(ii) (*Project Problems*).

Project Safety Assurance Program: As defined in Section 6.13.1 (*Seller Safety Obligations*).

Project Schedule: As defined in Section 8.1 (*Project Schedule*).

Project Site: The physical location (i.e., real property) where the Project is or will be located, as further described in Schedule 1.1(a).

Project Site Plan: The site layout for the Project, including the intended location of each of the Project Facilities as depicted in the EPC Contract.

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 BTA.

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

Purchase Price: As defined in Section 1.3.2 (*Purchase Price Adjustments*).

Punch List: As defined in Section 12.5.1 (*Punch List*).

Punch List Holdback Amount: 150% of the value of all Punch List items outstanding as of Substantial Completion.

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 a contractor or subcontractor, 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.

Real Property Estoppels: As defined in Section 1.5.6(viii) (*Closing Deliveries*).

Real Property Survey: The as-built ALTA Survey of the Project Site, and the Project Improvements on the Project Site, 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.

Recommended Best Practices: Those "Recommended Practices" recommended by the Georgia DNR, as made available at [https://gadnr.org].

RECs: See *Renewable Energy Credits*.

Recovery Plan: As defined in in Section 8.5 (*Recovery Plan*).

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

Related Person: With respect to each Party, its Affiliates, and the employees, officers, and directors of that Party, and its Affiliates.

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

Reliability Guarantee: The Reliability Guarantee as described in Exhibit S (*Commissioning and Testing*).

Remediation: Action required under any Environmental Law or by a Governmental Authority, or a Claim by a third party against a GPC Indemnified 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 on Schedule 6.24.

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; but in no event will Seller or any Affiliate of Seller be a Representative of GPC for purposes of this BTA.

Required BMPs: Those "Best Management Practices" required by a Governmental Authority.

Required Change Order: As defined in Section 9.2.3 (*Required Change Orders*).

Required Change Order Costs: As defined in Section 1.3.5 (*Required Change Order Costs*).

Resource Data. All solar irradiance and meteorological data with respect to the Project or related to the Project Site from the meteorological station located at the Project Site, and generated prior to the Effective Date, all as listed in or attached to Schedule 2.22.

Responding Party: As defined in Section 19.1 (*Dispute Resolution*).

Restricted Equipment: As defined in Section 2.27 (*Anti-Forced Labor Compliance*).

S&P: Standard & Poor's Financial Services LLC, or its successor. If S&P ceases to exist or publish ratings, S&P will mean a nationally recognized rating agency mutually agreed upon by the Parties.

SCADA: The supervisory control and data acquisition system (including all necessary monitoring/control hardware and software, field instrumentation and communication devices), as more particularly described in Exhibit A (*Technical Specifications*).

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 BTA.

Seller Closing Certificate: As defined in Section 1.5.6(iv) (*Closing Deliveries*).

Seller Default: As defined in Section 15.1 (*Seller Default*).

Seller Fundamental Representations: The representations and warranties in Section 2.1 (*Existence*), Section

2.2 (*Authority*), Section 2.3 (*Binding Agreement*), Section 2.8 (*Title to Project Assets*), Section 2.10.1 (*Real Property Agreements*), Section 2.15 (*Sufficiency of Assets*), Section 2.25 (*Tax Benefits*), Section 2.26 (*Taxes*) Section 2.17 (*Environmental Matters*), Section 2.19 (*Brokers*), Section 2.29 (*Disclosure*), and Section 2.24 (*Solvency*).

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

Seller Guaranty: A guaranty provided by Seller Guarantor that is substantially in the form of Form of Guaranty in Exhibit G-1 (*Form of Guaranty*).

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 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 BTA or consummate the transactions contemplated by this BTA; 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 in accordance with this BTA or the other Transaction Documents entered into or in effect on the date of this BTA or requested, or consented to, in writing by GPC; (vi) any breach of this BTA or the other Transaction Documents by GPC or any of its Affiliates or Representatives; or (vii) the announcement or execution of this BTA or the other Transaction Documents entered into on the date of this BTA, 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.

Seller Party: Each of Seller, EPC Contractor, any Subcontractor, and, if applicable, Seller Guarantor, and each contractor, supplier, contractual party, officer, director, employee, representative, or agent of any one of them.

Seller-Initiated Change: As defined in Section 9.2.1 (*Changes Initiated by Seller*).

Seller's Consents: As defined in Section 2.4(ii) (*No Conflicts*).

Seller's Disclosure Schedules: The Schedules prepared by Seller and delivered to GPC in conjunction with the execution of this BTA.

Serial Defect: A Defect occurring during the Warranty Period that includes 10% or more of the same or substantially similar component(s) resulting from the same failure mode of the same manufacturer.

Serial Defect Warranty Work: As defined in Section 14.8(ii) (*Serial Defects*).

Serial Defect Warranty Work Completion Date: As defined in Section 14.8(ii) (*Serial Defects*).

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.

Subcontractor: Any Person (including vendors, suppliers, contractors, and consultants), other than EPC Contractor, retained by Seller to perform a part of Seller's obligations under any Transaction Document, including any Major Subcontractor.

Substantial Completion: The condition where the Project demonstrates that all of the Substantial Completion Criteria have been satisfied in accordance with the requirements of this BTA, and the EPC Contract.

Substantial Completion Criteria: The criteria set forth in Exhibit W-2 (*Substantial Completion Criteria*).

Substantial Completion Date: The date on the Certificate of Substantial Completion provided by Seller that GPC accepts in accordance with the requirements of Section 12.4.2 (*GPC's Review of Substantial Completion Certificate*).

Substantial Completion Delay Liquidated Damages: As defined in Section 12.8.2 (*Substantial Completion Delay LDs*).

Successfully Run: As defined in Exhibit S (*Commissioning and Testing*) with respect to the Five Consecutive Day Operational Test.

Sufficient Insolation: As defined in Section 6 of Exhibit S (*Commissioning and Testing*).

Tariff: Any duty, tariff, custom, levy, import fee, royalty or charge of any kind arising out of the importation of any component or part of the Work, or out of Seller's, EPC Contractor's or any Subcontractor's performance of the Work, or with respect to any Project Equipment, Materials, labor, or service provided by GPC under this BTA, including any increase or decrease thereof that may occur after the Effective Date.

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 Benefits Loss: Any denial, disallowance, loss, reduction, or recapture of, or any inability to claim, any Tax Benefit (including any Claim or Liability thereto) resulting from a breach of any representation, warranty, or covenants in this BTA by Seller.

Tax Contest: As defined in Section 18.5 (*Tax Contests*).

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 such Tax for such entity or subdivision.

Technical Specifications: The specifications for the Work set forth in Exhibit A (*Technical Specifications*), and any modifications thereof made under the terms of this BTA.

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

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 BTA with respect to an Indemnification Claim.

Title Commitment: A preliminary title commitment or report of condition of title to be prepared by the Title Company with respect to each parcel of real property comprising the Project Site or that is the subject of a Real Property Agreement.

Title Company: [●], or another national title insurance company designated by Seller, and approved by GPC, such approval not to be unreasonably withheld, conditioned or delayed.

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 Site, 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 any additional affirmative coverage and associated endorsement 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 BTA, the Bill of Sale, the Assignment Agreement, the Deed/Lease Assignment, the Performance Security, 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 BTA.

Transferred Warranties: All those warranties offered or transferred by Seller to GPC under Section 14.9 (*Assignment of Warranties*).

Transmission Service Provider: Any electric utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of energy in interstate commerce, and that provides transmission service under a tariff.

Ukraine Crisis: The outbreak of international hostilities and armed conflict between Ukraine and Russia that began on February 24, 2022.

Unidentified Project Problem: As defined in Section 6.25.3 (*No Relief for Unidentified Project Problems*).

Update: As defined in Section 6.32 (*Update of Seller's Disclosure Schedules*).

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 1.8 (*Grid Improvements*).

Warranty: As defined in Section 14.1 (*Warranties*).

Warranty Period: As defined in Section 14.4 (*Warranty Period*).

Work: The Project Facilities and Materials to be supplied, and the entire works and services to be performed, or caused to be performed, by Seller under this BTA, including all Project Facilities, Materials, and services in connection with the development, design, permitting, engineering, procurement, and construction of the Project, together with any modifications thereto in accordance with the terms of this BTA.

Build Transfer 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 **Build Transfer Agreement for CARES 2023 Utility Scale RFP at #ProjectName#** on the Effective Date.

GPC and Seller acknowledge:

- Seller is developing the Project;
- Seller desires to sell to GPC, and GPC desires to purchase from Seller, the Project and the Project Assets, and to engage Seller to complete the development, design, procurement, construction, commissioning, and testing of the Project, in each case, on the terms, and subject to the conditions set forth in this BTA, consistent with the Commission's Order in Docket No. 45084; and
- Concurrently with the execution and delivery of this BTA, as a material inducement to GPC's willingness to enter into this BTA, and consummate the transactions contemplated by this BTA, Seller has delivered the Initial Performance Security.

In consideration of the mutual promises described in this BTA, 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. FIRM DATE; PURCHASE AND SALE

1.1 Firm Date.

1.1.1. Firm Date Conditions. Following the Effective Date, each Party will use commercially reasonable efforts to ensure the achievement of the "**Firm Date**," which will be the first date all of the following conditions ("**Firm Date Conditions**") have been satisfied (or waived by the Party entitled to do so) and which signifies the completion of Project development, and the commencement of construction activities for the Project:

(i) GPC Firm Date Conditions. The following conditions must be satisfied or otherwise waived by GPC in its sole discretion:

(a) Seller has delivered to GPC the agreed upon list of Reports to be specified in this BTA as required, and any additional Reports or Design Documents required under this BTA, and the Reports or Design Documents have satisfied any other requirements of this BTA with respect to the preparation, sufficiency, and material findings thereof;

(b) The Interconnection Agreement has been finalized and executed by the parties to the Interconnection Agreement in accordance with the requirements of this BTA, and is in form and substance acceptable to GPC in its reasonable discretion;

(c) Seller has delivered to GPC a Phase I ESA (and, if indicated in the Phase I ESA, a Phase II ESA) with respect to the Project Site, current and valid on the Firm Date under ASTM Standard Practice E1527-13, addressed to GPC, and accompanied by a reliance letter incorporating user-provided information from GPC in form and substance acceptable to GPC in its reasonable discretion;

(d) Seller's representations and warranties are true, correct, and complete as of the Firm Date in all material respects, except for Seller Fundamental Representations, and any representation and warranty qualified by a materiality standard, which will be true, correct, and complete in all respects;

(e) Seller has performed all of its obligations in this BTA to be performed prior to the Firm Date in all material respects; and

(f) There is no Seller Material Adverse Effect.

(ii) Seller Firm Date Conditions. The following conditions must be satisfied or otherwise waived by Seller in its sole discretion:

(a) GPC's representations and warranties are true, correct, and complete as of the Firm Date in all material respects, except for GPC Fundamental Representations, and any representation and warranty that is qualified by a materiality standard, which will be true, correct, and complete in all respects;

(b) There is no GPC Material Adverse Effect; and

(c) GPC has performed its obligations under this BTA in all material respects.

(iii) General Firm Date Conditions. The following conditions must be satisfied or otherwise waived by both Parties in their sole discretion:

(a) GPC has received a Commission Certificate for the Project that is not subject to appeal;

(b) Seller has acquired all real property rights and interests necessary to construct, own, and operate the Project;

(c) An agreed upon list of Permits to be specified in this BTA as being required by the Firm Date: (1) have been obtained and issued for the Project; (2) are in full force and effect; and (3) satisfy any requirement of this BTA with respect to review and approval of Project Permits;

(d) An agreed upon list of Consents to be specified in this BTA as required to be in place by the Firm Date have been duly obtained, made or given, and are in full force and effect;

(e) Seller and GPC have agreed on all Firm Date title objections and required exceptions, and Seller has delivered all non-disturbance agreements and curative documents in accordance with the standards and processes set forth in this BTA;

(f) Seller has achieved closing of its construction financing, and Seller has provided GPC with an acceptable financing certificate confirming the same;

(g) Seller has executed the EPC Contract and Major Supply Agreements;

(h) The form of ALTA title policy to be issued as of the Closing Date has been finalized and agreed; and

(i) Seller has caused the Title Company to issue a pro forma policy of title insurance consistent with the updated Title Commitment, and the agreed upon Firm Date title objections and required exceptions.

1.1.2. Full Notice to Proceed. At or following satisfaction of the Firm Date Conditions, the Seller will issue a Full Notice to Proceed with respect to the construction of the Project.

1.2 Purchase and Sale; Excluded Assets; Excluded Liabilities; Assumed Liabilities.

1.2.1. Purchase and Sale. On the terms and subject to the conditions set forth in this BTA, 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 and to the Project Assets, but not the Excluded Assets.

1.2.2. Assignment and Assumption of Project Contracts and Project Permits. On the terms and subject to the conditions set forth in this BTA, simultaneous with the Closing, Seller will assign to GPC, and GPC will accept and assume the following rights and obligations from Seller: (a) all of Seller's rights under the Project Contracts, except for: (i) the EPC Contract and the Major Supply Agreements, and (ii) the Project Permits to the extent Seller has obligations that continue or arise after the Closing; and (b) all of Seller's obligations arising under the Project Contracts, except for: (i) the EPC Contract and the Major Supply Agreements, and (ii) the Project Permits to the extent Seller has obligations that continue or arise after the Closing, in each case, solely to the extent the obligations arise after the Closing and do not constitute: (i) Liabilities arising out of any failure to perform, improper performance, breach, default, or violation by Seller or any of its Affiliates (or any Person acting on behalf of Seller or any of its Affiliates) prior to or after the Closing; or (ii) Construction Costs. Additionally, Seller will ensure that GPC is listed as a third-party beneficiary in the EPC Contract. For the avoidance of doubt, notwithstanding any other provision of this BTA, the EPC Contract and the Major Supply Agreements are not considered Project Contracts solely for the purposes of this Section 1.2.2 (*Assignment and Assumption of Project Contracts and Project Permits*), the Parties acknowledging that Seller will assign the EPC Contract and the Major Supply Agreements, and any Project Permits that are not closed out as of the Closing to GPC at Final Completion (unless assigned earlier in accordance with other provisions of this BTA, if applicable).

1.2.3. Excluded Assets. Seller will have no obligation to, and does not, transfer any interest or right in the Excluded Assets, and GPC will have no Liability with respect to the Excluded Assets.

1.2.4. 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), whether the Liabilities arise or are asserted before, at, or after the Closing (collectively, the "**Excluded Liabilities**"), and all of the Excluded Liabilities will remain the exclusive responsibility of Seller or its applicable Affiliates:

(i) 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 defined in Treasury Regulation Section 54.4980B-9, Q&A-4) in connection with the transactions contemplated by this BTA; and (B) any current or former employee, independent contractor, or consultant of Seller, any Affiliate of Seller, or any of their respective ERISA Affiliates;

(ii) all Liabilities of Seller and any of its Affiliates relating to, resulting from, or arising out of the Project Contracts or Real Property Agreements not expressly assumed by GPC under Section 1.2.5 (*Assumed Liabilities*), and all Liabilities relating to, resulting from, or arising out of Contracts relating to the Project, the Project Assets, or the Project Site that are not Project Contracts or Real Property Agreements;

(iii) all Liabilities of Seller and any of its Affiliates under the Project Permits not expressly assumed by GPC under Section 1.2.5 (*Assumed Liabilities*), and all Liabilities under Permits relating to the Project, the Project Assets, or the Project Site that are not Project Permits;

(iv) all Construction Costs;

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

(vi) 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 Site prior to the Closing, including Liabilities related to Remediation, natural resource damage, bodily injury, or property damage;

(vii) all Liabilities with respect to any Action or Claim in connection with the Project or the Project Assets, other than in connection with this BTA, 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 under this BTA; and

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

1.2.5. Assumed Liabilities. On the terms and subject to the conditions set forth in this BTA, and without limiting any right or obligation of a Party under this BTA, simultaneous with the Closing, GPC will assume, and Seller will assign to GPC, only the following Liabilities of Seller (the "**Assumed Liabilities**"):

(i) all Liabilities under the Project Contracts and Project Permits expressly assumed by GPC, under, and subject to the conditions set forth in, Section 1.2.5 (*Assumed Liabilities*);

(ii) other than Excluded Liabilities arising or accruing prior to, at, or after the Closing (including Construction Costs), all Liabilities arising from the ownership, operation, maintenance, or use of the Project, and the Project Assets by GPC following the Closing, including Liabilities for: (A) an

Environmental Claim with respect to events occurring after Closing; and (B) a Release of Hazardous Substances occurring after Closing, in each case that is not caused by Seller or a Seller Party; and

(iii) any Liabilities for any Taxes with respect to the Project Assets for any Post-Closing Tax Period.

1.3 Purchase Price.

1.3.1. Base Purchase Price. Subject to Section 1.3.2 (*Purchase Price Adjustments*), the aggregate consideration payable by GPC to Seller for: (i) the Project Assets; and (ii) Seller's obligations to cause the Project to achieve Final Completion will be: (a) the assumption of the Assumed Liabilities; and (b) a cash amount equal to $[●] (the "**Base Purchase Price**").

1.3.2. Purchase Price Adjustments. The Base Purchase Price will be adjusted as follows:

(i) decreased by the amount of any Delay Liquidated Damages owed under Section 12.8.1 (*Mechanical Completion Delay LDs*) as of the Closing Date;

(ii) decreased by the amount of any Delay Liquidated Damages owed under Section 12.8.2 (*Substantial Completion Delay LDs*) as of the Substantial Completion Date;

(iii) increased or decreased, as applicable, for GPC's or Seller's net pro-rata share of the Pro-Ratable Items, if any; and

(iv) increased for any: (a) GPC-Initiated Change Order Costs; and (b) Required Change Order Costs

(as so adjusted, the "**Purchase Price**").

1.3.3. Pro-Ratable Items. The "**Pro-Ratable Items**" include each of those Project-related Liabilities as set forth on Schedule 1.3.3. GPC's pro-rata share will not exceed the amount set forth on Schedule 1.3.3.

1.3.4. GPC-Initiated Change Order Costs. The "**GPC-Initiated Change Order Costs**" will be equal to the reasonable, documented, actual costs incurred by Seller in accordance with and subject to the provisions of Section 9.2.2 (*Changes Initiated by GPC*).

1.3.5. Required Change Order Costs. The "**Required Change Order Costs**" will be equal the reasonable, documented, actual costs incurred by Seller as a direct result of liabilities arising under the EPC Contract to the extent caused by a Change Order issued due to a circumstance set forth in and subject to the provisions of Section 9.2.3(ii) (*Required Change Orders*).

1.3.6. Tax Treatment of Purchase Price. The Parties acknowledge and agree that for purposes of income Tax reporting, the Project Assets do not include any goodwill or going concern value. GPC and Seller agree that neither they nor their Affiliates will file an Internal Revenue Service Form 8594 in connection with the sale of the Project Assets, and they and their Affiliates will otherwise report the transaction consistently with the intent of this Section 1.3.6 (*Tax Treatment of Purchase Price*) for all income Tax reporting purposes.

1.3.7. Withholding. Despite any other provision in this BTA, GPC will be entitled to deduct and withhold from amounts otherwise payable to any Person under this BTA any amount as it determines is required to be deducted and withheld under any provision of applicable Law. Any deducted or withheld amount will be treated for all purposes of this BTA as having been paid to the relevant Person in respect of which any deduction and withholding was made. If GPC determines that withholding any payment to a Person is required to be made under this Section 1.3.7 (*Withholding*), GPC will, as soon as reasonably practicable, notify the relevant Person of this determination and, to the extent possible and consistent with applicable Law, provide the relevant Person with a reasonable opportunity to produce any required documentation to reduce or eliminate such withholding requirement.

1.4 The Closing; Purchase Price Payment.

1.4.1. Closing Date. The consummation of the transactions described in Section 1.2.1 (*Purchase and Sale*) (the "**Closing**") will take place remotely via the electronic exchange of documents and signatures either: (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 Sections 1.5 (*GPC's Condition Precedent*) and 1.6 (*Seller's 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 what other time, or on what other

date, the Parties may mutually agree in writing. The Closing will be deemed to be effective as of 12:01 a.m. (Eastern Time) on the Closing Date.

1.4.2. Closing Payment. At the Closing, GPC will pay Seller 80% of the Base Purchase Price (the "**Closing Payment**") via wire transfer of immediately available federal funds to an account that is: (i) located in the United States; and (ii) designated by Seller at least 10 Business Days prior to the Closing Date.

1.4.3. Substantial Completion Payment. Within 10 Business Days after GPC certifies that the Project has achieved Substantial Completion, GPC will pay Seller the Purchase Price, less the Closing Payment, less the Punch List Holdback Amount.

1.4.4. Payment of Punch List Holdback Amount. Within 10 Business Days after GPC certifies that the Project has achieved Final Completion, GPC will pay Seller the Punch List Holdback Amount.

1.4.5. Regulatory Matters.

(i) Filing Application with Commission. GPC will file the application for the Commission Certificate as soon as reasonably practicable, but in no event more than 90 Days, after execution of this BTA, and will use reasonable efforts to pursue the issuance of and obtain 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 BTA through the granting of a Commission Certificate; 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 BTA upon written notice to Seller. If GPC terminates this BTA under subpart (a) or (b), then GPC must give Seller notice of termination no later than 30 days after the issuance of the Order either approving the Commission Certificate with material qualifications or conditions or denying the Commission Certificate. If GPC terminates this BTA under subpart (c), then GPC must give Seller notice of termination within 30 days after the date required in 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 BTA will be extended until the date that is 80 days after the Order approving or denying the Commission Certificate. Upon a termination pursuant to this Section 1.4.5(ii) (*Certificate Conditions*): (A) neither Party will have any further liability to the other Party under this BTA; 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 other provisions of Section 1.4.5(ii) (*Certificate Conditions*), if at any time during the term of this BTA, 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 1.4.5(v) (*BTA Amendment*), GPC will have the right to terminate this BTA 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 BTA. If GPC fails to provide such notice within such 15-day period, the Amended Commission Certificate will be deemed acceptable to GPC. Upon termination under this Section 1.4.5(iii) (*Revocation, Qualifications, or Conditions*): (a) neither Party will have any further liability to the other Party under this BTA; 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 BTA, 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 BTA;

(v) BTA Amendment. If the Commission issues an Order approving this BTA with any modification or condition, or issues an Amended Commission Certificate, as applicable, this BTA will not be amended to include the modification or condition unless the Parties execute a written amendment agreeing to any such modification or condition. If, within 30 days after the Order or Amended Commission Certificate, GPC requests that Seller execute a written amendment agreeing to such modification or condition, and Seller does not execute such written amendment within 30 days after GPC's request, GPC may terminate this BTA. Upon termination of this BTA under this Section 1.4.5(v) (*BTA 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 under this BTA;

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

(vii) FERC Filings Waiver. The Parties waive all rights to submit filings to FERC seeking modification or rescission of this BTA under Section 205 or 206 of the Federal Power Act. In any proceeding before FERC involving this BTA, 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).

1.5 GPC's Conditions Precedent. The obligations of GPC under this BTA to complete the Closing are subject to the fulfillment, at or before the Closing Date, of each of the following conditions (any of which may be waived (if legally permissible) in whole or in part by GPC in its sole discretion):

1.5.1. Representations and Warranties. Subject to Seller's right to supplement or amend Seller's Disclosure Schedule from time to time prior to the Closing Date pursuant to Section 6.32 (*Update of Seller's Disclosure Schedules*), the representations and warranties of Seller set forth in Part 2 (*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 the representations and warranties were made on and as of the Closing Date (except to the extent that the representations and warranties expressly are made as of an earlier date, in which case, as of the earlier date);

1.5.2. Performance. Seller has performed and complied in all material respects with all covenants and obligations required by this BTA to be performed or complied with, or Seller has cured any nonperformance prior to the Closing in accordance with the terms of this BTA, at or before the Closing;

1.5.3. Seller's Consents. All Seller Consents necessary for the completion of the transactions contemplated by this BTA to occur have been duly obtained, made, or given, and are in full force and effect in form and substance reasonably acceptable to GPC;

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

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

1.5.6. 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 1.5.1 (*Representations and Warranties*) and 1.5.2 (*Performance*) have been satisfied; (B) that true and complete copies of resolutions of Seller authorizing the consummation of the transactions contemplated by this BTA are attached, 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 [●];]

(vi) all guarantees required under the other Transaction Documents, duly executed by the guarantor;

(vii) estoppel certificates, in form and substance reasonably acceptable to GPC, from each applicable counterparty to the Real Property Agreements and Easements, dated no more than 60 days prior to the Closing Date, each of which will include a statement that the respective Real Property Agreement is in full force and effect (the "**Real Property Estoppels**");

(viii) estoppels, in form and substance reasonably acceptable to GPC, from each applicable counterparty to all Project Contracts that are not executed with a Governmental Authority (except the Real Property Agreements to be delivered in accordance with subsection (vii) above), including the EPC Contract and the Major Supply Agreements, dated no more than 15 days prior to the Closing, each of which will include a statement that the respective Contract is in full force and effect;

(ix) the Title Policy;

(x) the Real Property 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) (A) a current and valid Phase I environmental site assessment conducted in accordance with ASTM E1527-13 with respect to the Project Site and, if required under 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 subparts (A) and (B), in form and substance reasonably acceptable to GPC;

(xiv) any releases of Liens and Liabilities and certificates as GPC deems necessary, or GPC may reasonably request, to effect the Closing contemplated by this BTA, all of which will be in form and substance reasonably satisfactory to GPC; and

(xv) any other document required by applicable Law or expressly required under this BTA, in each case, to consummate the transactions contemplated by this BTA;

1.5.7. Reports. Seller has executed, and delivered to GPC, or caused to be executed, and delivered to GPC, any final Reports and Design Documents required to be delivered on or prior to the Closing Date, and such Reports and Design Documents are in form and substance reasonably satisfactory to GPC;

1.5.8. Transaction Documents. All of the Transaction Documents (together with all amendments, supplements, schedules, and exhibits to the Transaction Documents) required to be provided by Seller are in full force and effect, and are in form and substance reasonably satisfactory to GPC;

1.5.9. Mechanical Completion. The Project has achieved Mechanical Completion, and Seller has delivered to GPC the unabridged, and unredacted final report in 8760 PVSyst format concerning the electric energy producing potential of the Project, prepared by an engineer acceptable to GPC, that assesses the solar resource potential at the Project Site, and that will include all inputs reasonably necessary for a full energy yield assessment with respect to the Project;

1.5.10. Not Placed in Service. The Project has not, in whole or in part (including any PV circuit thereof), been placed in service, or experienced Energization and Synchronization. Critical pre-operational testing with respect to the Project has not been completed. Daily operations with respect to the Project have not commenced. No revenue has been generated from the sale of electricity output with respect to the Project;

1.5.11. Project Contracts. The Project Contracts, including the EPC Contract and the Major Supply Agreements, are in full force and effect, in form and substance reasonably acceptable to GPC, without any modification, amendment, or change order, other than any modification, amendment, or change order that has been approved by GPC in writing, or is otherwise immaterial in nature and does not modify or waive any right, or impose any additional obligation on GPC, under this BTA. No party is in breach under

a Project Contract, and such Project Contracts, other than the EPC Contract and the Major Supply Agreements, have been transferred to GPC as of Closing;

1.5.12. Conformity with Standards. Seller has certified to GPC that to Seller's Knowledge, the Project conforms to applicable engineering, and installation standards set forth in this BTA, including the Technical Specifications, and applicable Law, and to Seller's Knowledge, there are no defects in workmanship or equipment caused by the EPC Contractor or any Subcontractor with respect to the Project;

1.5.13. Project Permits. The Project Permits required to be transferred to GPC as of Closing, or other Permits (other than GPC's Consents) required to be issued to GPC as of the Closing, in each case, under applicable Law, have been transferred or issued in accordance with applicable Law, and will be valid and binding and in full force and effect;

1.5.14. Tax Benefit. Seller has provided documentation satisfactory to GPC with respect to qualification for any applicable tax credit or other benefit (or, in each case, any payment or deemed refund in lieu thereof), for the Project;

1.5.15. 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;

1.5.16. Performance Security. The Construction Period Performance Security has been provided, and is in full force and effect; and

1.5.17. No Seller Material Adverse Effect. No Seller Material Adverse Effect has occurred and is continuing.

1.6 Seller's Conditions Precedent. The obligations of Seller under this BTA to complete the Closing are subject to the fulfillment, at or before the Closing Date, of each of the following conditions (any of which may be waived (if legally permissible) in whole or in part by Seller in its sole discretion):

1.6.1. Representations and Warranties. The representations and warranties of GPC set forth in Part 3 (*Representations and Warranties of GPC*), disregarding any "materiality," "GPC Material Adverse Effect," or similar qualification, 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 such earlier date) except as would not, individually or in the aggregate, have a GPC Material Adverse Effect;

1.6.2. Performance. GPC has performed and complied in all material respects with the covenants and obligations required by this BTA to be so performed or complied with by GPC at or before the Closing;

1.6.3. GPC's Consents. All GPC Consents necessary for the completion of the transactions contemplated by this BTA to occur have been duly obtained, made, or given, and are in full force and effect in form and substance reasonably acceptable to Seller;

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

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

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

(i) the Closing Payment in accordance with Section 1.4.2 (*Closing Payment*);

(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) the conditions described in Section 1.6.1 (*Representations and Warranties*) and 1.6.2 (*Performance*) have been satisfied; (b) true and complete copies of resolutions of GPC authorizing the consummation of the transactions contemplated by this BTA are attached to the

certificate; (c) the resolutions were duly adopted, have not been rescinded or amended, and remain in full force and effect; and (d) 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;] and

(vii) any other document required by applicable Law or expressly required under this BTA, in each case, to consummate the transactions contemplated by this BTA;

1.6.7. Transaction Documents. All of the Transaction Documents (together with each applicable amendment, supplement, schedule, and exhibit) required to be provided by GPC are in full force and effect, and are in form and substance satisfactory to Seller in its reasonable discretion; and

1.6.8. No GPC Material Adverse Effect. No GPC Material Adverse Effect will have occurred and be continuing.

1.7 Early Termination.

1.7.1. Termination Prior to Closing Date. Despite any other provision in this BTA, in addition to the termination rights of the Parties set forth in Part 16 (*Termination for Default*), this BTA may be terminated at any time prior to the Closing Date as follows:

(i) by the mutual written agreement of the Parties;

(ii) by either Party, if any Law becomes effective after the Effective Date, or a Governmental Authority has issued a final, and non-appealable Order, restraining, enjoining, or otherwise prohibiting or making illegal the Closing, or the transactions contemplated in connection with this BTA;

(iii) by either Party, as applicable, if the other Party breaches any representation, warranty, or covenant in this BTA, and: (a) such breach would result in a failure of, or inability of the other Party to satisfy the applicable Closing conditions; and (b) such breach has not been cured to GPC's or Seller's, as applicable, reasonable satisfaction within 30 days after receipt of written notice of the breach, or an extended cure period not to exceed the Outside Closing Date;

(iv) (a) by GPC, if a Seller Material Adverse Effect occurs (including as a result of a Disclosure Schedule Update delivered by Seller in accordance with Section 6.32 (*Update of Seller's Disclosure Schedules*) that discloses a matter or matters resulting in a Seller Material Adverse Effect, and that has not been cured within 30 days after receipt of written notice from GPC, or an extended cure period not to exceed the Outside Closing Date); and (b) by Seller, if a GPC Material Adverse Effect occurs;

(v) by either Party, upon the Insolvency of the other Party;

(vi) by GPC, if the Closing has not occurred by the Outside Closing Date, subject to any extension granted pursuant to Part 9 (*Change Orders*). However, the right to terminate this BTA under this subpart will not be available to GPC if GPC is in breach of this BTA, and such breach is the cause of, or results in, the failure of the Closing to occur on or before the Outside Closing Date;

(vii) by GPC, if an FME causes a delay in development or construction of the Project that will last longer than the Outside Closing Date;

(viii) by GPC, if the Commission Certificate is not obtained in form and substance acceptable to GPC in its discretion by 12 months following GPC's submission of this BTA to the Commission for Commission approval;

(ix) by GPC, if the Firm Date has not occurred by **[●]**, 202**[●]** (the "**Firm Date Deadline**"). However, the right to terminate this BTA pursuant hereto will not be available to GPC, if GPC is in breach of this BTA, and such breach is the cause of, or results in, the failure to achieve the Firm Date on or before the Firm Date Deadline;

(x) by GPC, if the EPC Contract and the Major Supply Agreements have not been agreed to by the Seller and applicable Subcontractors in form and substance on terms equal to or better than those attached to this BTA as Exhibit I (*EPC Contract*) and Exhibit K (*Major Supply Agreements*), within 30 days after the Effective Date (or such longer period as GPC may agree in its sole discretion);

(xi) by GPC, if the EPC Contract and the Major Supply Agreements have not been executed by the Seller and applicable Subcontractors on terms equal to or better than those attached to this BTA as Exhibit I (EPC Contract) and Exhibit K (Major Supply Agreements), within 90 days after the Effective Date (or such longer period as GPC may agree in its sole discretion); and

(xii) by GPC, if the Closing has not occurred by [●], 202[●] (which date, for the avoidance of doubt, is not subject to extensions). However, the right to terminate this BTA pursuant to this subpart will not be available if GPC's material breach of this BTA is the cause of, or results in, the failure of the Closing to occur on or before such date.

1.7.2. Notice of Termination. Either Party desiring to terminate this BTA under Section 1.7.1 (*Termination Prior to Closing Date*) will give written notice thereof to the other Party.

1.7.3. Post-Termination Obligations. If validly terminated, then all further obligations of the Parties will end (other than those specified in this BTA that are intended to survive termination). However, with respect to a termination due to a breach as set forth in Section 1.7.1(iii), (iv) or (v) (*Termination Prior to Closing Date*), the terminating Party will be entitled to pursue any right or remedy available at Law or in equity. If validly terminated by either Party under Section 1.7.1(i) or (ii), then neither Party will have any Liability to the other with respect to termination.

1.7.4. Early Termination Fee. If this BTA is terminated by GPC under Section 1.7.1(vi), (vii), (ix), (x), (xi) or (xii) (*Termination Prior to Closing Date*) then: (a) Seller will be liable to GPC, as a liquidated damage and not as a penalty, for an early termination fee in an amount equal to the Termination Payment; (b) GPC may retain any Upgrade Security pursuant to Section 1.8 (*Grid Improvements*); and (c) all further obligations of the Parties under this BTA (other than the provisions that by their terms are intended to survive the expiration or termination of this BTA) will be terminated (with no fees or damages payable by GPC).

1.7.5. Termination Payment Not a Penalty. The Parties agree that the Termination Payment is provided for in Section 1.7.4 (*Early Termination Fee*), in Section 16.1 (*Termination by GPC*), and in Section 16.2 (*Termination by Seller*), because actual damages as a result of the early termination of this BTA under the applicable Sections would be extremely difficult or impracticable to determine. After negotiation, the Parties have agreed that the Termination Payment is in the nature of a liquidated damage, and is a reasonable and appropriate measure of the damages that GPC or Seller, as applicable, would incur as a result of such termination, and do not represent a penalty.

1.8 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 BTA, 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 BTA prior to the Closing Date that arises from a Seller Default or an Extended FME. 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 Project achieves Substantial Completion under this BTA, then GPC will return the Upgrade Security to Seller within 10 Business Days after the Substantial Completion Date.

PART 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to GPC: (a) as of the Effective Date; (b) as of the Firm Date; and (c) 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:

2.1 Existence. Seller is a [●] duly formed, validly existing and in good standing under the Laws of the state of [●]. Seller has the requisite [●] power and authority to own, operate, and lease its properties and assets and to carry on its business as now being conducted. Seller is duly qualified or licensed to do business, and is in good standing in all jurisdictions 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;

2.2 Authority. Seller has all requisite [●] power and authority to: (i) execute and deliver this BTA, the EPC Contract, the Major Supply Agreements, and the other Transaction Documents to which it is (or will be) a party in

connection with the transactions contemplated by this BTA; (ii) to perform its obligations under this BTA; and (iii) to complete the transactions contemplated by this BTA. The execution and delivery by Seller of this BTA, the EPC Contract, and the other Transaction Documents to which it is (or will be) a party in connection with the transactions contemplated by this BTA, and the performance by Seller of its obligations under this BTA have been duly and validly authorized by all necessary [●] action;

2.3 Binding Agreement. This BTA, the EPC Contract, the Major Supply Agreements, and the other Transaction Documents to which Seller is (or will be) a party have been (or will be when delivered) duly and validly executed and delivered by Seller and, assuming due and valid authorization, execution and delivery by GPC and each other party to any Transaction Document, the EPC Contract, the Major Supply Agreements, and the other Transaction Documents to which it is (or will be) a party are (or will be when delivered) valid and 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 BTA or the other Transaction Documents to which it is (or will be) a party, the performance of its obligations under this BTA or the consummation by Seller of the transactions contemplated by this BTA;

2.4 No Conflicts. The execution and delivery by Seller of this BTA, the EPC Contract, and the other Transaction Documents to which it is (or will be) a party does not, and the performance by Seller of its obligations under this BTA, the EPC Contract, the Major Supply Agreements, and the other Transaction Documents to which it is (or will be) a party and the consummation of the transactions contemplated by this BTA, do not: (i) conflict with or result in a violation or breach of any term, condition, or provision of Seller's Organizational Documents; (ii) assuming all of the Consents set forth in Schedule 2.4(ii) (the "**Seller's Consents**") have been obtained or given, result in a default (or give rise to any right of termination, cancellation, or acceleration) under any term, condition, or provision of any Project Contract, Project Permit, or Real Property Agreement (with or without notice or lapse of time or both), except for such defaults (or rights of termination, cancellation, or acceleration) as to which requisite waivers or consents have been obtained in writing (true, correct, and complete copies of which have been furnished to GPC); (iii) assuming all of the Seller's Consents have been obtained or given, conflict with or result in a violation or breach of any term or provision of any Law applicable to Seller, the Project, the Project Site, or the Project Assets; or (iv) assuming all of the Seller's Consents have been obtained or given, result in the imposition or creation of any Lien (other than a Permitted Lien) upon any of the Project Assets, other than in favor of GPC;

2.5 Governmental Approvals. Except as set forth in Schedule 2.5, no Consent of or with any Governmental Authority is required in connection with the execution, delivery, and performance by Seller of this BTA, the EPC Contract, the Major Supply Agreements, or any of the other Transaction Documents to which Seller is (or will be) a party or the consummation of the transactions contemplated by this BTA;

2.6 Legal Proceedings. There is no Action or Claim: (a) outstanding or pending to which Seller or any of its Affiliates is a party pertaining to the Project or; (b) to Seller's Knowledge, threatened in writing against Seller or any of its Affiliates or any of its or their assets or properties, including the Project Assets, or the Project, in each case, which seeks or would reasonably be expected to result in: (i) the issuance of an Order restraining, enjoining, or otherwise prohibiting or making illegal the completion of the transactions contemplated by this BTA or any of the Transaction Documents; or (ii) individually or in the aggregate, a Seller Material Adverse Effect;

2.7 Compliance with Law.

2.7.1. Seller in Compliance with Law. Seller is, and at all times has been, and to Seller's Knowledge, EPC Contractor and each Subcontractor is, and at all times has been in compliance with all applicable Law (excluding any Environmental Law, which is exclusively addressed in Section 2.17 (*Environmental Matters*), and any Tax Law, which is exclusively addressed in Section 2.26 (*Taxes*)) applicable to the Project, the Project Site, or the Project Assets, including those relating to occupational health and safety, data privacy, and anti-corruption and anti-bribery, and the Project Permits, in each case, with respect to the Project, including the design, engineering, supply, construction, installation, testing, commissioning, operation, and ownership of the Project;

2.7.2. No Notice of Violation. Seller has not, and to Seller's Knowledge, EPC Contractor and each Subcontractor has not, received written notification from any Governmental Authority alleging that it is in violation of any Law (excluding any Environmental Law, which is exclusively addressed in Section 2.17 (*Environmental Matters*), and any Tax Law, which is exclusively addressed in Section 2.26 (*Taxes*)) applicable to the Project, the Project Site, or the Project Assets. To Seller's Knowledge, there is no fact, condition or circumstance 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 Law;

2.7.3. Project in Compliance with Law. The Project is being, and at all times has been, developed,

constructed, and permitted in compliance with all applicable Laws, Project Permits, and Prudent Utility Practices. As constructed, the Project will conform to and comply with all zoning, environmental, wildlife, land use, and other applicable Laws, and the requirements of all Project Permits;

2.8 Title to Project Assets. As of the Effective Date and the Firm Date, Schedule 2.8 contains a true, correct, and complete list of all Project Assets. As of the Closing Date, Schedule 2.8 contains a true, correct, and complete list of all Project Assets that are not the Project or the subcomponents of the Project. Other than as set forth on Schedule 2.8, Seller has good and valid title (or leasehold title, as applicable) to each of its Project Assets, free and clear of Liens (other than Permitted Liens);

2.9 Financial Resources. Seller has the financial resources, assets, operating capital, credit, and other resources and means necessary to fulfill, on a timely basis, all of: (a) Seller's obligations under this BTA, and the other Transaction Documents to which Seller is (or will be) a party; and (b) Seller's obligations under the EPC Contract and Major Supply Agreements;

2.10 Real Property.

2.10.1. Real Property Agreements. Schedule 2.10(i) includes all "**Real Property Agreements**" that grant Seller real property rights required for the Project, including for the design, engineering, supply, construction, installation, testing, commissioning, operation, and ownership of the Project. The Real Property Agreements are in full force and effect, and any applicable landlords have not given Seller or any of its Affiliates any notice of breach, default, or termination of any of the Real Property Agreements. No breach, default, or event or condition exists that, with the giving of notice or the passage of time or both, would constitute a breach or default under any Real Property Agreement by the Seller or, to Seller's Knowledge, the applicable landlord. The rent, fees, and other sums due and payable under the Real Property Agreements have been paid through the Closing Date. There exists no lease superior to the Real Property Agreements, and there is no mortgage, deed of trust, or security interest that may disturb or encumber the Real Property Agreements, as long as there is no tenant default under the Real Property Agreements. To Seller's Knowledge, other than uses reserved to landlord in the Real Property Agreements, and rights holders identified in the Title Policy, no other Person has the right to occupy the Project Site. As of the Closing Date, the Seller will have good and marketable title to the Real Property Agreements and the Real Property Agreements are free and clear of all Liens, other than Permitted Liens. Without limiting the generality of the foregoing, as of the Closing Date, any oral farming leases pertaining to any part of the Project Site have been properly and legally terminated in accordance with applicable Law;

2.10.2. Easements. Schedule 2.10(ii) includes all Easements. The Easements are in full force and effect, and the applicable landowner under each Easement has not given Seller or any of its Affiliates any notice of breach, default, or termination of any Easement. There exists no breach, default, or event or condition that, with the giving of notice or the passage of time or both, would constitute a breach or default under any Easement by the Seller, or the applicable landowner. Any amounts due and payable under each Easement have been paid through the Closing Date. There is no mortgage, deed of trust, or security interest which may disturb or encumber any Easement, as long as there is not default by grantee under the Easement. As of the Closing Date, the Seller will have good and marketable title to all Easements, and all such Easements are free and clear of all Liens, other than Permitted Liens;

2.10.3. Complete Copies. Seller has delivered to GPC true, correct, and complete copies of: (i) the Real Property Agreements; (ii) the Easements; and (iii) the most recent leasehold title insurance commitments or proforma title policy (together with exceptions thereto), as applicable, and survey with respect to the Project Site, in each case, that are in the possession of Seller. Seller has delivered to GPC true, correct, and complete copies of all Contracts providing for the sale, lease, transfer, or other disposition, including any option Contracts, on, for, or with respect to the Project Site;

2.10.4. Zoning and Land Use Approvals. The zoning and land use approvals from the applicable Governmental Authority for the Project Site permit the ownership, operation, maintenance, and use of the Project as contemplated by this BTA;

2.10.5. Actions or Claims; Compliance with Law by Project Site. (i) There is no Action or Claim pending or, to Seller's Knowledge, threatened, against, or affecting the Project, the Project Site, any Project Improvement, or any portion thereof or interest therein, in the nature of, or in lieu of, condemnation, land use, zoning or eminent domain proceeding, or otherwise; (ii) there is no outstanding unpaid assessment notice against any of the Project Site, or any pending or contemplated reassessment of any parcel included in the Project Site that is reasonably expected to increase the real estate Tax assessment

for such parcel; and (iii) the Project Site is in compliance in all material respects with all applicable Law, Permits, zoning, regulations, and restrictive covenants applicable to the Project Site. Neither Seller nor, to Seller's Knowledge, any other party to any Real Property Agreement has declared an event of force majeure that is continuing under any Real Property Agreement;

2.11 No Seller Material Adverse Effect. No Seller Material Adverse Effect has occurred and is continuing and, to Seller's Knowledge, no event, result, occurrent, development, fact, change, or effect of whatever natures or kind exists that would reasonably be expected to result in a Seller Material Adverse Effect;

2.12 Project Contracts.

2.12.1. List of Project Contracts. Schedule 2.12(i) contains a true, correct, and complete list of all Project Contracts (other than any Real Property Agreements, which are listed on Schedule 2.10(i)), including each amendment, waiver, supplement, schedule, and exhibits to the 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 supply electricity and any utility services;

(iv) Contracts involving resolution or settlement of any actual or threatened Action against Seller, the Project, the Project Site, or the other Project Assets that have not been fully performed, or that 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, Project Improvements, equipment, machinery, and other items that constitute capital expenditures in excess of $[●], or that involve or are reasonably expected to involve capital expenditures in excess of $[●], in each case, that 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, that have not been fully performed by Seller or 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;

2.12.2. Complete Copies; No Waiver, Assignment, or Liens. Seller has provided GPC with true, correct, and complete copies of all Project Contracts set forth on Schedule 2.12(i), including all amendments, waivers, supplements, schedules, and exhibits to each Project Contract: (i) to the extent

the Project Contract was entered into on or prior to the Effective Date, as of the Effective Date; (ii) to the extent the Project Contract was entered into after the Effective Date, as of the Firm Date; and (iii) to the extent the Project Contract was entered into after the Firm Date, as of Closing Date;

2.12.3. No Default or Breach; No Assignment; Enforceability. Neither Seller, nor to Seller's Knowledge, any other party to any Project Contract, is in default in any material respect under, and, to Seller's Knowledge, no event has occurred which, with the giving of notice or the lapse of time or both, would result in a default of Seller under, any Project Contract. No written waiver or, to Seller's Knowledge, oral waiver of any term or condition of any Project Contract is currently in full force and 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). Each Project Contract constitutes a legal, valid and binding agreement of Seller, and is in full force and effect and, to Seller's Knowledge, of each other party to the Project Contract, enforceable in accordance with its terms, subject to the Remedies Exception and, subject to Section 6.34 (*Transfer of Project Contracts and Project Permits*), is transferrable to GPC under the Transaction Documents;

2.12.4. Project Contract Representations and Warranties. All of the representations and warranties made under each Project Contract by the Seller or any of its Affiliates that is a party to any Project Contract were true and correct when made. Neither the Seller nor any Affiliate of Seller has received any written notice from any counterparty to any Project Contract that such Person is considering the amendment, termination, revocation, or cancellation of any of such Project Contract. Neither is the Seller a party to, nor is the Project or the Project Assets bound by or subject to, any Contract other than a Project Contract;

2.12.5. Material Supply Agreements. Except as set forth on Schedule 2.12(v), as of the Closing Date, no fact or circumstance exists, and no event has occurred that with the giving of notice or lapse of time would entitle the EPC Contractor or any Subcontractor under a Material Supply Agreement to any change order, or justify any claim for equitable relief under the EPC Contract or Major Supply Agreement, as applicable, or otherwise that would include any adjustment in the Purchase Price or the date of Substantial Completion;

2.12.6. No Sale or Transfer. Neither Seller nor any of its Affiliates has sold or transferred, agreed or committed to sell or transfer, or granted any options or rights to purchase electric power or electric capacity, in connection with or related to the Project;

2.13 Project Permits.

2.13.1. List of Permits. Schedule 2.13(i) includes all Permits (other than Deferred Permits) that are required by applicable Law in connection with the development, engineering, procurement, construction, commissioning, ownership, and commencement of operation of the Project (the "**Project Permits**");

2.13.2. Copies of Project Permits. Seller has made available to GPC a true, correct and complete copy of each Project Permit (or application therefor), all material documents, Reports and correspondence provided by Seller or any of its Affiliates to any Governmental Authority with respect to such Project Permit (or application therefor), and all material documents, Reports and correspondence received by Seller or any of its Affiliates from any Governmental Authority with respect to a Project Permit (or application therefor);

2.13.3. Deferred Permits. Schedule 2.13(iii) includes all Deferred Permits required by applicable Law in connection with the development, engineering, procurement, construction, commissioning, ownership, operation, and maintenance of the Project in accordance with this BTA, and the other Transaction Documents as of the date that the Project achieves Final Completion. Seller has made available to GPC copies of all Deferred Permits that it has obtained as of the Closing Date, and as of the date the Project achieves Final Completion. For the avoidance of doubt, once the Seller obtains a Deferred Permit, Seller will revise Schedule 2.13(i) and Schedule 2.13(ii) accordingly;

2.13.4. Representations and Warranties Regarding Permits. As of the Effective Date and Closing Date, with respect to each Project Permit that has been obtained and issued in the name of Seller or the Project as of the Effective Date or Closing Date, respectively:

(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, subject to Section 6.34 (*Transfer of Project Contracts and Project Permits*), is transferrable to GPC under the Transaction Documents;

(ii) the completion of the transactions contemplated by this BTA, 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 under 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 each Project Permit;

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

(v) no written notice of noncompliance or default has been received by Seller or any Affiliate of Seller with respect to any Project Permit; and

(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 restrict or prevent Seller from transferring any Project Permit to GPC on the Closing Date, or from obtaining any Project Permit for which Seller or an Affiliate of Seller has applied, or that has not been obtained as of the Effective Date or Closing Date, in each case, when needed in accordance with Prudent Utility Practices and applicable Law;

2.14 Insurance.

2.14.1. Project Insurance Policies. Schedule 2.14(i) contains: (a) copies of certificates of insurance for all current insurance policies of Seller that insure the Project Assets and the Project until the date of the Closing; and (b) a true, complete, and correct list of all Claims made under such insurance policies. All insurance policies are in full force and effect, and Seller has not defaulted in any material respect (or is in material breach of such insurance policies, including any breach or default with respect to the payment of premiums or the giving of notice of Claims), with respect to its obligations under any such insurance policies, or has been denied insurance coverage, and no written notice of cancellation or termination has been received by Seller with respect to any such policy that was not replaced on substantially similar terms prior to the date of cancellation;

2.14.2. Claims. As of the Effective Date, no Claims have been made under any such insurance policies. As of the Closing Date, no pending Claims have been made under any such insurance policies (or any replacement or renewal coverage obtained under Section 2.14(i) (*Project Insurance Policies*), and Seller has no Knowledge of any facts or circumstances that could reasonably lead to a Claim;

2.15 Sufficiency of Assets.

2.15.1. Right to Transfer Project Assets. Seller has, or will have at the Closing, the power and right to sell, convey, deliver, transfer, and assign to GPC, all right, title, and interest to the Project Assets and the Assumed Liabilities, free and clear of all Liens, other than Permitted Liens on the Project Assets;

2.15.2. No Other Project Assets. Other than the Transaction Documents, the Project Assets, the Project Permits, the Project Contracts, the Real Property Agreements, the Easements, the EPC Contract, the Major Supply Agreements, the Reports, the Transferred Warranties, the Project Equipment, and the Materials, there are no other material assets or rights of any kind, whether tangible or intangible, real or personal, owned or held by Seller or any of its Affiliates relating to, associated with, or concerning the Project;

2.15.3. Sufficiency of Project Assets as of Firm Date. As of the Firm Date, the Transaction Documents, the Project Assets, the Project Permits, the Project Contracts, the Real Property Agreements, the Easements, the EPC Contract, the Major Supply Agreements, and the Reports constitute all of the material Contracts, Permits, assets, and properties necessary to develop, permit, design, engineer, supply, procure, construct, install, test, commission, own, and operate the Project in accordance with applicable Law, Prudent Utility Practices, the Project Permits, the BTA and the other Transaction Documents;

2.15.4. Sufficiency of Project Assets as of Closing Date. As of the Closing Date, the Transaction Documents, the Project Assets, the Project Permits, the Project Contracts, the Real Property Agreements, the Easements, the EPC Contract, the Major Supply Agreements, the Reports, the Transferred Warranties, the Project Equipment, and the Materials, constitute all of the material Contracts, Permits,

assets, and properties necessary to develop, permit, design, engineer, supply, procure, construct, install, test, commission, use, own, and operate the Project in accordance with applicable Law, Prudent Utility Practices, the Project Permits, the BTA and the other Transaction Documents;

2.16 Books and Records. The Books and Records are accurate and complete, and have been maintained in accordance with applicable Law and GAAP. True and complete copies of the Books and Records have been provided to GPC;

2.17 Environmental Matters.

2.17.1. Environmental Reports. Schedule 2.17(i) 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 Schedule 2.17(i);

2.17.2. 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 Schedule 2.17(i), 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 Site 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 Site. 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;

2.17.3. Additional Environmental Matters. To Seller's Knowledge: (a) no wetlands or water bodies regulated under any Environmental Law is located on the Project Site; (b) no condition, fact, or circumstance exist 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 Site; (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 Site; 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 Site;

2.17.4. Wildlife and Cultural Concerns. To Seller's Knowledge: (a) no species protected under any Environmental Law has been observed at the Project Site; and (b) no human remains or historical, archaeological, or paleontological resources regulated under any Environmental Law has been identified on the Project Site;

2.17.5. 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;

2.18 Employee and Employee Benefits Matters.[2] Seller does not employ, and has never employed any employees. Seller does not sponsor, maintain, contribute to, or have any obligation to contribute to, and has never sponsored, maintained, contributed to, or had any obligation to contribute to, any Benefit Plan;

2.19 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 BTA for which GPC or its Affiliates could become liable or obliged;

2.20 Intellectual Property. As of Substantial Completion, the Project Contracts and the Project Equipment contains and includes all Intellectual Property necessary for, the ownership, use, operation, and maintenance of the Project ("**Project Intellectual Property**"). As of the Closing Date, Seller will convey, and GPC will acquire from Seller ownership of or the right to use all the Project Intellectual Property for the ownership, use, operation, and maintenance of the Project in accordance with applicable Laws, the Project Permits, and Prudent Utility Practices, free and clear of all Liens, other than Permitted Liens. Seller has not received, and is not aware of, any Claim that any Project Intellectual Property infringes or misappropriates, in any material respect, the Intellectual Property of any other Person;

2.21 Reports. Seller has delivered to GPC a true, accurate, and complete copy of each Firm Date Report on or before the Firm Date. Prior to the Closing Date, Seller has delivered to GPC: (a) all updates and supplements to the Firm Date Reports; and (b) true, accurate, and complete copies of all additional Reports received by Seller prior to the Closing Date. To Seller's Knowledge, there has been no material change in any findings or conclusions of any Report delivered or made available by Seller to GPC other than for which Seller has redelivered such Report to GPC in final form as revised to address any such change;

2.22 Resource Data. Schedule 2.22 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, 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 Site; (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 and clear 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;

2.23 No Data Breaches. There has been no security breach, cyberattack, other data security or cyber incident or unauthorized access to any Project IT Asset, which resulted in the unauthorized use, misappropriation, modification, encryption, corruption, disclosure, or transfer of any material information or data contained therein relating to the Project Assets that would reasonably be expected to result in a Seller Material Adverse Effect;

2.24 Solvency. Seller is not Insolvent. Seller has no plan or intention of, nor has received any written notice that any other Person has any plan or intention of, filing, making, or obtaining any petition, notice, Order, or resolution or of seeking to make Seller Insolvent;

2.25 Tax Benefits.

2.25.1. 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;

2.25.2. Seller is the owner of the Project Assets and the Project for Tax purposes, and neither the Project Assets, the Project, nor any property that is part of the Project has been "placed in service" for federal income tax purposes (including Sections 48 and 168 of the Code). Neither the Project nor any property that is part of the Project has been energized or synchronized to the electric transmission system. Critical preoperational testing with respect to the Project has not been completed. Daily operations at the Project have not commenced;

2.25.3. 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,

[2] *Note to Bidder: To be discussed pending status of the Seller entity*.

construction, or startup of the Project;

2.25.4. 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);

2.25.5. 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;

2.25.6. 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 Site is currently enrolled in the U.S. Department of Agriculture's Conservation Reserve Program;

2.25.7. 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; or (iv) 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;

2.25.8. The Project is located entirely within the United States;

2.25.9. The transactions contemplated by this BTA 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;

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

2.25.11. 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; and

2.25.12. Seller and EPC Contractor, and any Subcontractors providing services or goods directly or indirectly to Seller for the Project: (i) have either: (a) complied with the PWA Requirements in respect of the Construction of the Project; or (b) made the payments described in Section 18.10 (*Prevailing Wage & Apprenticeship*) ("**Deemed PWA Compliance**"); and (ii) have provided documentation demonstrating to GPC's reasonable satisfaction the payment of the amounts described in Sections 18.10.1(i) and 18.10.1(ii). If Seller, EPC Contractor, or its Subtractors intend to rely on the provisions of Section 48(a)(8)(D)(ii) of the Code ("**Good Faith Effort**") for satisfying the Apprenticeship Requirements, a Person will be considered to have satisfied the requirements of this Section 2.25.12 if such Person provides written documentation demonstrating to GPC's reasonable satisfaction: (1) that Person requested Qualified Apprentices from a Registered Apprenticeship Program; and (2) either (A) the request was denied for reasons other than the failure of such 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;

2.26 Taxes.

2.26.1. All income Tax Returns and other material Tax Returns that were required to be filed with respect to the Project Assets have been timely filed, and the Tax Returns were prepared in compliance with applicable Law, and were true, correct, and complete in all material respects. All Taxes required to be paid with respect to the Project Assets (whether or not shown due on any Tax Returns) have been timely paid, except as would not reasonable be expected to result in a Seller Material Adverse Effect;

2.26.2. There is no audit, Claim, Action, assessment, levy, or administrative or judicial proceeding pending, or to Seller's Knowledge, threatened, proposed, or contemplated with respect to the Project Assets by any Taxing Authority;

2.26.3. There is no extension or waiver of the application of any statute of limitations of any jurisdiction regarding the assessment or collection of any Tax with respect to the Project Assets;

2.26.4. Seller has withheld and paid or collected all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member, or other third party with respect to the Project Assets;

2.26.5. No written Claim has ever been made by a Taxing Authority in a jurisdiction where a Tax Return is not filed by, or with respect to, Seller or the Project Assets, that Seller (with respect to the Project Assets), or any of the Project Assets is, or may be, subject to Tax in that jurisdiction;

2.26.6. 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 Assets;

2.26.7. Seller (or if Seller is a disregarded entity, the Person treated as owning Seller's assets for income Tax purposes) is not a foreign person as defined in Section 1445(f)(3) of the Code;

2.26.8. Neither Seller nor any Affiliate of Seller has taken, nor does Seller or any Affiliate of Seller intend to take, a position on any Tax Return that is inconsistent with the Project, including the Project Assets, being Placed in Service by GPC. Except a de minimis amount (for things such as engineered fill, asphalt, raw materials, etc.), each part of the Project, including the Project Assets, is new equipment. Neither Seller nor any Affiliate of Seller has claimed, nor does Seller or any Affiliate of Seller intend to claim, on any Tax Return any depreciation or amortization deduction, or any other tax credit or deduction that is available with respect to ownership or operation of the Project or any property that is part of the Project, including the Project Assets;

2.26.9. No portion of the Project, including the Project Assets, has benefited from the proceeds of any federal or state grant or rebate program, and no application with respect to any grant or rebate has been filed or submitted;

2.26.10. No portion of the Project, including the Project Assets, is or has been financed with, and neither Seller nor any Affiliate of Seller has benefited from: (a) a grant provided by the United States of America, a state, a political subdivision of a state or any other Governmental Authority; (b) proceeds of an issue of state or local government obligations, the interest on which is exempt from tax under Section 103 of the Code; or (c) any subsidized energy financing provided (directly or indirectly) under a federal, state, or local program provided in connection with the Project (in each case, within the meaning of Section 45(b)(3) of the Code);

2.27 Anti-Forced Labor Compliance. In connection with the construction, operation, and procurement of the Project Assets, Seller will not procure, incorporate into the Project, or utilize Forced Labor, or utilize in its supply chain any Person using or known to use, Forced Labor ("**Restricted Equipment**") in the manufacturing, and production of Project Assets. Seller will comply with all Anti-Forced Labor Laws. In the event Seller discovers that any Restricted Equipment has been obtained for the Project, Seller will provide written notice to GPC not later than five Business Days after Seller's discovery. Promptly following GPC's receipt of this notice, the Parties will meet and confer to discuss corrective measures to be taken, at Seller's cost (without the right to a Change Order), in full compliance with applicable Law. Seller will cause its Subcontractors to comply with all Anti-Forced Labor Laws, and otherwise to refrain from procuring or utilizing Restricted Equipment in connection with the Project. Seller will ensure that all equipment procured by Seller and used in the Project will be able to clear U.S. Customs. If requested by GPC, Seller will promptly and in any event (if requested) prior to shipment provide GPC with a supply-chain map for all equipment, components, and materials: (a) procured by Seller or any Subcontractor for the Project; (b) incorporated into the Project; and (c) otherwise utilized for the Project. GPC or its designee (including any independent auditor, Governmental Authority or third party selected by a Governmental Authority) will be entitled to review Seller's and any Subcontractor's books and records to confirm compliance with this Section 2.27 (*Anti-Forced Labor Compliance*);

2.28 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 BTA will be, Solvent.

2.29 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 BTA. 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 BTA, or any Transaction Documents to which Seller is or will be a party in connection with the transactions contemplated by this BTA, and no statement contained in a Schedule or any certificate or other document furnished or to be furnished to GPC under this BTA, 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.

PART 3. REPRESENTATIONS AND WARRANTIES OF GPC

GPC represents and warrants to Seller: (a) as of the Effective Date; (b) as of the Firm Date; and (c) 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:

3.1 Existence. GPC is a corporation duly formed, validly existing and in good standing under the Laws of the state of Georgia. GPC has the requisite corporate power and authority to own, operate, and lease its properties and assets. GPC is duly qualified or licensed to do business, and is in good standing in all jurisdictions 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 be reasonably expected to have a GPC Material Adverse Effect;

3.2 Authority. GPC has all requisite corporate power and authority to: (i) execute and deliver this BTA and the other Transaction Documents to which it is (or will be) a party in connection with the transactions contemplated by this BTA; (ii) to perform its obligations under this BTA; and (iii) to complete the transactions contemplated by this BTA. The execution and delivery by GPC of this BTA, and the other Transaction Documents to which GPC is (or will be) a party in connection with the transactions contemplated by this BTA, and the performance by GPC of its obligations under this BTA, have been duly and validly authorized by all necessary corporate action;

3.3 Binding Agreement. This BTA and the other Transaction Documents to which GPC is (or will be) a party have been (or will be when delivered) duly and validly executed and delivered by GPC and, assuming due and valid authorization, execution, and delivery by Seller and each other party to any Transaction Document, this BTA and the other Transaction Documents to which GPC is (or will be) a party are (or will be when delivered) valid and binding obligations of GPC, enforceable against GPC in accordance with their terms, subject to the Remedies Exception. No other corporate action is required on the part of GPC to authorize or approve this BTA or the other Transaction Documents to which it is (or will be) a party, the performance of its obligations under this BTA, or the consummation by GPC of the transactions contemplated by this BTA;

3.4 No Conflicts. The execution and delivery by GPC of this BTA and the other Transaction Documents to which it is (or will be) a party does not, and the performance by GPC of its obligations under this BTA and the other Transaction Documents to which it is (or will be) a party, and the consummation of the transactions contemplated by this BTA do not: (i) conflict with or result in a violation or breach of any of the terms, conditions, or provisions of GPC's Organizational Documents; (ii) assuming all of the Consents set forth in Schedule 3.4(ii) (the "**GPC Consents**") have been obtained or given, result in a default (or give rise to any right of termination, cancellation, or acceleration) under any of the terms, conditions, or provisions of any Contract or other obligation (with or without notice or lapse of time, or both) to which GPC is a party, or by which any of its assets and properties may be bound, except for defaults (or rights of termination, cancellation, or acceleration) as to which requisite waivers or consents have been obtained in writing (true, correct, and complete copies of which have been furnished to Seller); or (iii) assuming all GPC Consents have been obtained or given, conflict with or result in a violation or breach of any term or provision of any Law applicable to GPC or any of its assets and properties;

3.5 Governmental Approvals. Except (a) as set forth in Schedule 3.5, and (b) for receipt of the Commission Certificate, no Consent of or with any Governmental Authority is required in connection with the execution, delivery, and performance by GPC of this BTA or any of the Transaction Documents to which GPC is (or will be) a party or the consummation by GPC of the transactions contemplated by this BTA;

3.6 Legal Proceedings. There is no Action or Claim: (a) outstanding or pending to which GPC is a party; or (b) to GPC's Knowledge, threatened in writing against GPC or any of its assets or properties, that seek or would be reasonably expected to result in: (i) the issuance of an Order restraining, enjoining, or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this BTA or any of the Transaction Documents; or (ii) individually or in the aggregate, a GPC Material Adverse Effect;

3.7 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 BTA for which Seller or its Affiliates

could become liable or obliged;

3.8 Sufficiency of Funds. GPC has and, as and when required under the terms of this BTA will have, access to cash sufficient to satisfy its obligations to pay the Purchase Price; and

3.9 Solvency. GPC is not Insolvent. GPC has no plan or intention of, nor has it received any written notice that any other Person has any plan or intention of, filing, making, or obtaining any petition, notice, Order, or resolution or of seeking to make GPC Insolvent.

PART 4. PERFORMANCE SECURITY

4.1 Performance Security.

4.1.1. Initial Performance Security. Effective as of the Effective Date, and continuing until the Firm Date, Seller will furnish GPC Performance Security in the aggregate amount of 5% of the Purchase Price (the "**Initial Performance Security**").

4.1.2. Construction Period Performance Security. At least five Business Days prior to the Firm Date, and continuing until Final Completion, Seller will furnish GPC Performance Security in the aggregate amount of 20% of the Purchase Price (the "**Construction Period Performance Security**").

4.1.3. Post-Construction Period Performance Security. At least five Business Days prior to Final Completion, and continuing until the first anniversary of Final Completion, Seller will furnish to GPC Performance Security in the aggregate amount of 10% of the Purchase Price (the "**Post-Construction Period Performance Security**").

4.1.4. Operating Period Performance Security. At least five Business Days prior to the first anniversary of Final Completion, and continuing until the fifth anniversary of Final Completion, Seller will furnish to GPC Performance Security in the aggregate amount of 5% of the Purchase Price (the "**Operating Period Performance Security**").

4.2 Utilization of Performance Security. GPC will be entitled to draw upon and be paid from any Performance Security provided by Seller for any obligation of Seller arising under this BTA and the Transaction Documents that is not paid when due (subject to any applicable cure periods).

4.3 Release of Performance Security. GPC will return the Initial Performance Security to Seller within 10 Business Days after Seller furnishes the Construction Period Performance Security. GPC will return the Construction Period Performance Security to Seller within 10 Business Days after Seller furnishes the Post-Construction Period Performance Security. GPC will return the Post Construction Period Performance Security to Seller within 10 Business Days after Seller furnishes the Operating Period Performance Security. GPC will return the Operating Period Performance Security to Seller within 10 Business Days after the fifth anniversary of Final Completion. Despite any other provision in this BTA, upon the expiration or earlier termination of this BTA, the Performance Security required under Section 4.1 (*Performance Security*) will remain in place in an amount equal to the aggregate value of the Claims by GPC under this BTA made in good faith and then pending, if any, but no more than the aggregate amount required under Section 4.1, which Performance Security provided under Section 4.1 will only then be released once any pending Claims are resolved, and any monies due have been paid to GPC.

4.4 EPC Contractor Performance Security. Seller will cause the EPC Contract to require the EPC Contractor to provide and maintain through the end of the warranty period under the EPC Contract Performance Security in the aggregate amount of the EPC Contract Price. The amount of this Performance Security may be reduced Dollar-for-Dollar with any EPC Contract Price sums paid to EPC Contractor. This Performance Security will name GPC as an additional beneficiary.

4.5 Material Credit Change. If at any time that GPC is holding Performance Security in the form of a Seller Guaranty, a Material Credit Change occurs in respect of Seller Guarantor, then within three Business Days after the occurrence of the Material Credit Change, Seller will deliver to GPC replacement Performance Security: (i) in a form other than a Seller Guaranty; or (ii) in the form of a Seller Guaranty from a Person that is Creditworthy.

PART 5. COVENANTS OF THE PARTIES

5.1 Pre-Closing Covenants of the Parties. After the Effective Date, and prior to the Closing:

5.1.1. Coordination and Cooperation. Each Party will: (a) as promptly as is reasonably practicable, diligently and in good faith use commercially reasonable efforts to cause each Firm Date Condition and Closing condition in this BTA to be satisfied; and (b) coordinate and cooperate with the other Party in

providing information, and supplying assistance, as is reasonably requested by the other Party. Without limiting any other provision of this BTA regarding approvals, Seller and GPC will each individually use commercially reasonable efforts to obtain all authorizations, Consents, Orders, and approvals of, and to give all notices to, and make all filings with, all Governmental Authorities (including those pertaining to the Permits and the Commission Certificate) and third parties that may be or become necessary for the performance of its obligations under this BTA. Each Party will cooperate fully with the other Party in promptly seeking to obtain each authorization, Consent, Order, and approval, and to give any notice, and make any filing as may be necessary to carry out the intent of this BTA;

5.1.2. Access to the Project Site. From and after Effective Date until the Closing, Seller will provide GPC and its Representatives non-exclusive, reasonable rights of access, ingress, and egress to and from the Project Site at such times as may be reasonably required in connection with any inspection of the Project Site, and areas adjacent to the Project Site. GPC and its Representatives will comply with Seller's and EPC Contractor's, as applicable, policies and procedures regarding safety and security while on the Project Site;

5.1.3. Further Requirements. Each Party will use commercially reasonable efforts to do and perform, or cause to be done and performed, all further acts, and will execute and deliver all further agreements, certificates, instruments, and documents, as the other Party may reasonably request in order to effect the agreements set forth in the Transaction Documents, and the consummation of the transactions contemplated in this BTA. Seller will promptly provide GPC with all materials and documentation reasonably requested by GPC for its due diligence review of the Project Assets and Assumed Liabilities, and will promptly and diligently cooperate with GPC in its due diligence process, including responding within a commercially reasonable period to all inquiries;

5.1.4. Failure to Act. Subject to Section 5.1.5 (*No Obligation to Provide Proprietary Information*), neither Party will take any action, and will not permit any action controlled by it to be taken, that would reasonably be expected to delay the completion of the transactions contemplated by this BTA;

5.1.5. No Obligation to Provide Proprietary Information. Despite any other provision in this BTA: (a) neither Party will be obligated to provide the other Party with proprietary information relating to its businesses or any information that could reasonably be expected to result in a violation of any applicable Law or Contract, or constitute a waiver of any attorney-client privilege or attorney work product protection; and (b) GPC will not be required to agree to, accept, or become subject to any Burdensome Condition.

5.2 Post-Closing Covenants.

5.2.1. General Cooperation. Following the Closing, Seller will accomplish all tasks that are incidental and necessary to Seller's general obligation under this BTA to complete the Project in accordance with this BTA, including to achieve Substantial Completion and Final Completion. Until the achievement of Final Completion, Seller will be fully liable to GPC under this BTA for all acts and omissions of EPC Contractor and any Subcontractor, the same as if any such act or omission had been performed or omitted to be performed by Seller directly.

5.2.2. Access to the Project Site. From and after Closing, GPC will provide Seller and the Seller Parties non-exclusive, reasonable rights of access, ingress, and egress to and from the Project Site as reasonably required to perform Seller's obligations under this BTA, the EPC Contract, and the other Project Contracts. To the extent needed for the purpose of achieving Final Completion, and until Final Completion has occurred, Seller will continue to have control over the completion of the Project, and access to the Project Site in all day-to-day Construction, commissioning and operational activities.

5.2.3. Disputes under Project Contracts. With respect to any dispute under a Project Contract that rises to a formal proceeding, Seller will: (i) promptly notify GPC of the dispute; and (ii) provide GPC with any information that Seller obtains with respect to the dispute. Seller will not resolve or settle the dispute without the prior written consent of GPC, not to be unreasonably withheld.

5.2.4. No Amendment to Project Contracts. Until Final Completion, GPC will not amend or modify the Project Contracts, including by entering into any change orders, without Seller's prior written consent, not to be unreasonably withheld. The rights provided to Seller under this Section 5.2 (*Post-Closing Covenants*) are irrevocable and non-terminable until Final Completion (except a termination of this BTA in accordance with it terms), and if, as of Final Completion, Seller has any Claims it is prosecuting under the EPC Contract or a Project Contract, such rights will survive with respect to such Claims until resolution.

5.3 General Covenants of Seller

5.3.1. Affirmative Covenants of Seller. Prior to the Closing Date, Seller will take the following actions:

(i) design the Project so as to achieve the Performance Guarantees, each as confirmed by the Performance Tests;

(ii) obtain and maintain, or cause to be obtained or maintained, insurance on the Project and Project Site, effective as of the start of construction in accordance with Exhibit T (*Insurance Requirements*);

(iii) deliver true, correct, and complete copies of draft and final Reports, studies and Design Documents required to be delivered under this BTA;

(iv) ensure all Project Assets are legally and beneficially owned and titled in the name of the Seller prior to Closing;

(v) ensure GPC and its Representatives have a right to a full-time presence at the Project Site and a right to reasonably access and inspect the Project Site, the Project Assets, and the Books and Records, including to ensure compliance with the requirements of this BTA;

(vi) deliver to GPC: (i) one or more commitments for title insurance for the Project Site; and (ii) a current preliminary ALTA survey. GPC may provide Seller a title objection letter that identifies Firm Date title objections and required exceptions; and

(vii) conduct its business in the ordinary course (subject to certain approval rights of GPC under the terms of this BTA), protecting its interests against material changes, but affording Seller the flexibility to continue necessary development of the Project.

5.3.2. Negative Covenants of Seller. Prior to the Closing Date, Seller will not take, and will cause its Affiliates not to take, any of the following actions without the prior written consent of GPC:

(i) except as required by this BTA, modify in any material respect, amend, or terminate any Project Contract (including the EPC Contract, the Major Supply Agreements, and the Interconnection Agreement), or Real Property Agreement. Any such actions will only be deemed "material" if the adverse impact to GPC (or, after the Closing, the Project), individually or in the aggregate, is greater than $[●];

(ii) enter into an engineering, procurement, and construction agreement or major supply agreement that does not conform (in all material respects) to the requirements of this BTA, including compliance with the Technical Specifications;

(iii) other than the EPC Contract, the Major Supply Agreements, and the Interconnection Agreement, enter into any material Project Contract or Real Property Agreement. Any such actions will only be deemed "material" if the adverse impact to GPC (or after the Closing, the Project), individually or in the aggregate, is greater than $[●];

(iv) send any notices declaring an event of force majeure or the default of any counterparty to a Project Contract, or any notice that could reasonably be expected to have a Seller Material Adverse Effect under any Project Contract without first notifying GPC;

(v) initiate, or threaten to initiate, any litigation or adversarial proceeding that would reasonably be expected to impact GPC, the Project Site, the Project Assets, the Assumed Liabilities, or the Project;

(vi) release, waive, settle, or compromise any dispute, or pay damages under any settlement or compromise of any proceeding, relating to the Project, or the Project Assets;

(vii) sell, lease, license, assign, transfer, or encumber (including any transfer to Seller or any of its Affiliates) any Project Assets to any Person;

(viii) make any material change in the book or accounting methods used by or applicable to the Books and Records, except as required by GAAP;

(ix) loan, gift, sell, lease, license, assign, convey, transfer, or encumber in any manner any Project Assets to any Person, other than as contemplated under this BTA;

(x) incur or assume Indebtedness (excluding any Indebtedness outstanding as of the Effective Date), other than the Permitted Indebtedness;

(xi) make, revoke, or change any Tax election, change any Tax accounting method, policy, or practice, file any amended Tax Return, or claim for refund, enter into any closing agreement, settle, or otherwise compromise any Tax claim or assessment relating to the Project Assets or the Project, file any request for a ruling or special Tax incentive with any Governmental Authority, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Project Assets or the Project, enter into any Tax allocation, sharing, reimbursement, or indemnity agreement, or take any other similar action relating to the Project Assets or the Project;

(xii) incur, create, or assume any Lien on the Project or the Project Assets, other than Permitted Liens created in the ordinary course of business;

(xiii) take any action that would result in any additional Governmental Authority having jurisdiction over the Project, except as contemplated Sections 2.13 (*Project Permits*) and 3.5 (*Governmental Approvals*);

(xiv) amend, modify, terminate, or fail to renew any insurance policy listed on Schedule 2.14(i), or cause any such policy to no longer be in full force and effect, fail to pay any premium owed with respect to any such policy, or provide a notice of cancellation or termination of any such policy;

(xv) amend or modify, fail to maintain or obtain, or terminate any Project Permit;

(xvi) solicit any Person, or allow any Seller Affiliate to solicit any Person, to acquire the Project Assets;

(xvii) take any action or fail to take any action that would reasonably be expected to materially adversely affect the Project Assets; or

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

5.3.3. Seller Responsible for Construction Costs. Despite any other provision in this BTA, Seller is responsible for all Construction Costs, including all payment and other obligations arising under the EPC Contract, the Major Supply Agreements, and other Project Contracts, whether incurred or payable prior to, on, or after the Closing Date. Other than with respect to Post-Closing GPC EPC Change Order Costs, Seller is responsible for all costs associated with EPC Change Orders, whether submitted or approved prior to or after Closing. However, certain Required Change Orders may allow for an adjustment to the Purchase Price in accordance with Section 9.2.3 (*Required Change Orders*) and Section 1.3.2 (*Purchase Price Adjustments*). For the avoidance of doubt, other than with respect to Post-Closing GPC EPC Change Order Costs, GPC will not be responsible for any Construction Costs or any costs associated with EPC Change Orders (other than to the extent it has liability for Required Change Orders), whether they arise or are payable before, on, or after the Closing Date.

5.4 General Covenants of GPC. GPC will submit the executed BTA for Commission approval in accordance with Section 1.4.5 (*Regulatory Matters*).

5.5 Standard of Conduct. Unless explicitly stated otherwise in this BTA, whenever the Parties or their Representatives are required to exercise their discretion: (a) to make a decision; (b) to give Consent; (c) to express satisfaction or approval; (d) to determine value; or (e) otherwise to take action which may affect their respective rights and obligations under this BTA, the exercise of discretion will be made in a reasonable manner and in good faith, consistent with this BTA so as to reasonably minimize any disruption to the other Party, and having regard to all the reasonably applicable circumstances.

PART 6. GENERAL OBLIGATIONS OF SELLER

6.1 Seller's General Obligations.

6.1.1. Obligations Prior to and After the Closing. Seller's general obligations under this BTA are as follows:

(i) prior to Closing, cause the Project to achieve Mechanical Completion in accordance with the terms of this BTA and the EPC Contract;

(ii) at Closing, convey to GPC the Project Assets (other than the EPC Contract and the Major Supply Agreements and other Project Contracts as agreed by the Parties) and the Assumed Liabilities, which will thereby convey all rights to the Project;

(iii) after Closing, cause the Project to be completed and to achieve Substantial Completion and Final Completion in accordance with the terms of this BTA and the EPC Contract; and

(iv) at Final Completion, assign the EPC Contract and the Major Supply Agreements (and any other Project Contracts as agreed by the Parties) to GPC;

6.1.2. Compliance with the Technical Specifications. The Project will be constructed, and the Work performed, in the manner set forth in the Technical Specifications set forth in Exhibit A (*Technical Specifications*).

6.1.3. Additional Compliance Requirements. In addition to the requirements under Section 6.1.2 (*Compliance with the Technical Specifications*), Seller acknowledges that GPC maintains certain standards for, and imposes certain compliance requirements on, Persons doing work for GPC, including Persons coming onto GPC property. A copy of these standards and requirements is found in Exhibit P (*Additional Compliance Requirements*) (the "**GPC Compliance Requirements**"). Seller further acknowledges and agrees that, prior to the Closing, the GPC Compliance Requirements are aspirational in nature, and Seller will, and will cause the EPC Contractor and all other Seller Parties to, use their best efforts to comply with the GPC Compliance Requirements while performing the Work (including while performing Work on the Project Site). If Seller or the EPC Contractor or any other Seller Party is not able to comply with the GPC Compliance Requirements prior to Closing, Seller will inform GPC of the reason for that Person's non-compliance. However, after the Closing, Seller will, and will cause the EPC Contractor and all other Seller Parties to comply with the GPC Compliance Requirements, and any reasonable directions GPC may give, while performing the Work (including while performing Work on the Project Site).

6.2 Seller's Obligations Prior to Closing. The key terms and conditions of the EPC Contract and the Major Supply Agreements are attached to this BTA as Exhibit I (*EPC Contract*), and Exhibit K (*Major Supply Agreements*), respectively. Seller will: (i) promptly (but in no event later than 60 days after the Firm Date) enter into an EPC Contract on terms equal to or better (from GPC's perspective as the future owner of the Project) than those attached to this BTA as Exhibit I (*EPC Contract*), and, within two Business Days after entering into the EPC Contract, issue the Full Notice to Proceed under that Contract; (ii) promptly (but in no event later than 60 days after the Firm Date) enter into the Major Supply Agreements on terms equal to or better (from GPC's perspective as the future owner of the Project) than those attached to this BTA as Exhibit K (*Major Supply Agreements*) and, within two Business Days after entering into each Major Supply Agreement, issue the notice to proceed (or similar) under each such Contract; (iii) cause EPC Contractor and Major Subcontractors to carry out and complete the Work in accordance with the requirements, duties, and obligations imposed on EPC Contractor and Major Subcontractors under the EPC Contract and the Major Supply Agreements; (iv) ensure that EPC Contractor and every Major Subcontractor design and perform the Work in compliance with applicable Laws and the other requirements of this BTA (including the Technical Specifications) and the Transaction Documents; (v) maintain the requisite resources, experience, qualifications, and capabilities as required to fully perform its obligations under this BTA; (vi) keep GPC informed as to the status of deliveries, and if any Materials or Major Equipment: (a) are not being properly manufactured or fabricated in accordance with the requirements of this BTA and the other Transaction Documents and, if different, the Project Contracts under which they were purchased; or (b) do not otherwise conform with the BTA or the applicable Project Contract requirements, in each case, promptly making GPC aware, and taking necessary corrective action; (vii) subject to GPC's prior review and approval, enter into all necessary Project Contracts (including the Real Property Agreements for necessary site control of the Project Site); (viii) manage the interconnection queue process and ensure the completion of all necessary interconnection studies and processes, including any affected system studies; (ix) subject to GPC's prior review and approval, execute, and perform under the Interconnection Agreement; (x) obtain all Project Permits, consistent with the Project Schedule; and (xi) accomplish all other tasks that are incidental and necessary to Seller's general obligations under this BTA to ensure that the Project is completed in accordance with this BTA.

6.3 Project Site Plan. Seller will not make any material modifications or changes to the Project Site Plan after the Effective Date without GPC's prior written consent.

6.4 EPC Contractor and Subcontractors.

6.4.1. Pre-Approved Subcontractors. In connection with its performance of this BTA, Seller will cause the EPC Contractor to purchase: (i) the Major Equipment from the Major Subcontractors set forth in Exhibit J (*Pre-Approved Subcontractors*) under the Major Supply Agreements; and (ii) any other Project Equipment identified in Exhibit J from the GPC-approved Subcontractors identified in that Exhibit. Seller will not use any Person as a Subcontractor of the Project Equipment listed in Exhibit J that is not on Exhibit J unless Seller obtains GPC's prior written approval, in GPC's sole discretion, of that Person as a

Subcontractor. As a condition to GPC giving its approval to additions to Exhibit J, Seller will provide GPC with all relevant information as GPC may reasonably request and as is reasonably available on the proposed Subcontractor. Seller will cause any contract with any Subcontractor to include the provision of assignability of applicable warranties under such contract to GPC.

6.4.2. No Privity. GPC will have no contractual obligation to, and will not be deemed to be in privity with, EPC Contractor or any Subcontractor until GPC takes assignment of the applicable Project Contracts under this BTA. Prior to Final Completion, Seller will be fully liable to GPC under this BTA for all acts and omissions of EPC Contractor and each Subcontractor under any Project Contract not assigned to GPC at Closing to the same extent as though any such act or omission had been performed or omitted to be performed by Seller directly. In no case will Seller's engagement of EPC Contractor or any Subcontractor relieve Seller of any of its obligations or Liabilities under this BTA and, notwithstanding the use of EPC Contractor or any Subcontractors under this BTA, Seller will remain fully and primarily liable to GPC for the full and complete performance of Seller's obligations under this BTA.

6.5 Compliance with Law; Standards of Performance. Seller will comply, and will cause EPC Contractor and each Major Subcontractor to comply, with all applicable Laws and Prudent Utility Practices with respect to the Work to be performed by EPC Contractor and each Major Subcontractor. As between Seller and GPC, Seller will be responsible for ascertaining the nature and extent of any applicable Law, which may affect the Work, the Project or the operation of the Project prior to Substantial Completion, or the Project Site as a result of the performance by Seller of its obligations under this BTA. Without limitation, Seller will cause EPC Contractor and each Major Subcontractor to comply with all NERC Reliability Requirements that are applicable to the performance of the Work.

6.5.1. Foreign Asset Control Compliance. Seller represents and warrants as follows at all times during the term of this BTA: (i) it is not, and it does not act on behalf of any other Person that is, named on the "List of Specially Designated Nationals and Blocked Persons" maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"); (ii) it is not, and it does not act on behalf of any other Person that is the subject of any other sanctions programs administered by OFAC; and (iii) it is in material compliance with all applicable Laws and regulations relating to the prevention of money laundering and the financing of terrorism.

6.5.2. Foreign Corrupt Practices Act Compliance. Seller agrees that it will not corruptly offer, promise, or give any pecuniary benefit or other thing of value, whether directly or through intermediaries, in connection with this BTA and the transactions contemplated by this BTA: (i) to a Foreign Public Official for receipt by that Official; (ii) for a third party on behalf of that Official, in order to influence any act or decision of that Official, that the Official act or refrain from acting in violation of the performance of his or her official duties; or (iii) in order to obtain or retain business or other improper advantage for Seller in connection with Seller's work related to this BTA. Seller warrants and represents that, before the execution of this BTA, neither Seller nor any of its Affiliates took any action with respect to any work related to this BTA that would have violated this Section 6.5.2 (*Foreign Corrupt Practices Act Compliance*) had this BTA been signed at that time. As used in this Section 6.5.2: (a) "**Foreign Public Official**" and "**Official**" mean any officer or employee of a foreign government, or any department, agency, or instrumentality thereof; any officer or employee of a public international organization; any foreign political party or official thereof, or any candidate for foreign political office; and (b) "**country**" includes all levels and subdivisions of a government from national to local.

6.5.3. No Toleration of Unacceptable Behavior (Ethics). Seller and the personnel of EPC Contractor and any Subcontractor must, at all times, conduct their business activities on the Project Site in compliance with all applicable Laws, and must not, at any time, exhibit any of the following behaviors:

(i) harassment or discrimination of any kind or character, including conduct or language that: (a) is derogatory to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, sexual orientation, gender identity, or other protected class; or (b) creates an intimidating, hostile or offensive working environment. Specific examples include, but are not limited to, jokes, pranks, epithets, written or graphic material, or hostility or aversion toward any individual or group;

(ii) any conduct or act such as threats or violence that creates a hostile, abusive, or intimidating work environment (examples include fighting, abusive language, inappropriate signage, use or possession of firearms on a work site, destruction of property, or the threat of any of these behaviors);

(iii) use of computers, e-mail, telephone, or voice-mail system that in any way involves material that is obscene, pornographic, sexually oriented, threatening, or otherwise derogatory or offensive to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, or sexual orientation;

(iv) any conduct or act that violates this Section 6.5.3 (*No Toleration of Unacceptable Behavior (Ethics)*);

(v) engagement in any activity that creates a conflict of interest or appearance of the same, or that jeopardizes the integrity of GPC, EPC Contractor, or any Subcontractor (including gifts or gratuities to GPC employees);

(vi) work practices that are unsafe or harmful to the natural environment; or

(vii) posting in any social media forum (e.g., Facebook, Twitter, blogs) or communicating in any other public setting in a manner that violates any provision of this BTA (e.g., divulging confidential information or making an harassing or discriminating statement about, or directed at, another Person), regardless of whether the posting or communication is made using resources of GPC, EPC Contractor, the personnel of any Subcontractor, or a third party, and whether or not made during work hours. No personnel of EPC Contractor or any Subcontractor may imply or indicate in any social media forum or other public setting that he or she speaks on behalf of GPC.

Seller agrees to communicate these required behavior standards to all the personnel of EPC Contractor and any Subcontractor working on the Project Site. Seller will, at a minimum, comply with these behavior standards, and will require and ensure that all personnel of EPC Contractor and any Subcontractor working on the Project Site comply with the same behavior standards in connection with the Work and Seller's performance under this BTA. If any personnel of Seller, EPC Contractor or any Subcontractor observes a GPC employee doing, or is ever asked by a GPC employee to do, something that it considers to be unethical, illegal, or in violation of these behavior standards, GPC expects Seller to notify GPC immediately or to call GPC's Concerns Program at (1-800-754-9452). However, the failure to notify GPC will not constitute a breach of this BTA, unless the failure constitutes gross negligence or willful misconduct.

6.5.4. Drug and Alcohol-free Workplace. Seller acknowledges that GPC is committed to maintaining a drug- and alcohol-free workplace and requires that the personnel of Seller, EPC Contractor and any Subcontractor performing Work on the Project Site that directly impact GPC's facilities, equipment, processes, operations, or personnel is free from the effects of alcohol or drugs that may impair work performance. Seller must maintain a safe, secure, and drug- and alcohol-free workplace at all times during the term of this BTA. All personnel of Seller, EPC Contractor and any Subcontractor working on the Project Site must avoid involvement with drugs or use of alcohol that could compromise their fitness for duty or ability to work safely. In furtherance of these obligations, Seller must comply, and must ensure that EPC Contractor and any Subcontractor also comply, with the additional drug- and alcohol-free workplace and ethics requirements set forth in Exhibit P (*Additional Compliance Requirements*).

6.6 Permits.

6.6.1. Obligation to Obtain and Maintain Permits. Subject to Section 6.6.2 (*Permit Application Review*), Seller will obtain and maintain in accordance with all applicable Laws, all Project Permits required in connection with the design, engineering, development, construction, startup, testing, commissioning, completion, ownership, and operation of the Project in accordance with this BTA and the other Transaction Documents. GPC will be properly included as the permitee, co-permitee, or authorized party with respect to all Project Permits.

6.6.2. Permit Application Review. Seller will provide GPC copies of any application for a Project Permit which is to be held by GPC after the Closing ("**Permit Applications**") that has not been obtained prior to the Effective Date, and any Permit Application or other document with respect to any proposed amendment, modification, or supplement of an issued Permit, prior to submission to the applicable Governmental Authority of a Permit Application. GPC will have the right to review and approve any Permit Application that relates to any post-Closing obligation or restriction. GPC will cooperate and respond to any reasonable and timely request from Seller for input or information with respect to a Permit Application. After a Permit Application is in final form, for a Permit Application that relates to any post-Closing obligation or restriction, Seller will seek confirmation from GPC that the Permit Application is approved and this approval will be deemed given if GPC does not respond within fifteen Business Days after submission by

Seller affirmatively indicating that the Permit Application is not approved with explanation of the basis for its determination in reasonable detail.

6.6.3. Final Permits. Seller will provide GPC copies of all Project Permits issued to Seller or the Project after the Effective Date by the applicable Governmental Authority. Each issued Project Permit will be deemed sufficient to satisfy the conditions set forth in Section 6.6.2 (*Permit Application Review*) if it: (a) is, or will be on the Closing Date, valid, binding, or in full force and effect; (b) is not conditioned on any future payments after the Closing that are not Excluded Liabilities; and (c) does not restrict the use, performance, or output of the Project as currently contemplated, or has or would reasonably be expected to have an adverse and material effect on the capacity, availability, operations (including costs of operations), maintenance (including the cost of maintenance), reliability, Project Schedule, or safety (including safety of construction) of the Project. As a condition of Final Completion, Seller must close out all Project Permits that remain open, including the National Pollutant Discharge Elimination System (NPDES) permit. Seller will remain responsible for getting the Notice of Termination (NOT) verified and signed by the applicable Governmental Authority.

6.6.4. EPC Contractor and Major Contractor Permit Obligations. Seller will and will cause EPC Contractor and each Major Subcontractor to undertake commercially reasonable efforts to support GPC in obtaining any Permit to be obtained by GPC, including providing engineering and environmental data and statistical information as may be reasonably requested by GPC.

Seller will and cause EPC Contractor and any applicable Subcontractor to, at its or their sole cost and expense, obtain and maintain and close out to GPC's reasonable satisfaction all applicable construction and construction-related Permits that are required by applicable Law in order to undertake and perform the Work and their respective obligations under the Project Contract to which they are a party.

6.6.5. Compliance with Required BMPs and Recommended Best Practices. On a regular basis until Final Completion, or as otherwise required or recommended by any Governmental Authority, Seller must review and maintain, and comply with all Required BMPs in connection with the design and construction of the Project. If Seller: (i) is notified of its failure to comply with; (ii) fails to comply with; or (iii) otherwise becomes aware that it is not in compliance with, any Required BMPs, Seller will take steps to regain compliance in accordance with any requirements of any applicable Governmental Authority or otherwise as promptly as commercially practicable. Seller will review all updates to, and any new, Required BMPs on a regular basis prior to Final Completion and will take steps as may be required to comply with any new or updated Required BMPs in accordance with this Section 6.6.5 (*Compliance with Required BMPs and Recommended Best Practices*). In addition, on a regular basis until Final Completion, Seller must review all Recommended Best Practices in connection with the design and construction of the Project. Seller will at all times act in good faith and use all commercially reasonable efforts to maintain and comply with all Recommended Best Practices. Seller will review all updates to, and any new, Recommended Best Practices on a regular basis prior to Final Completion and will take steps to comply with the same in accordance with this Section 6.6.5. If, while acting in good faith and using all commercially reasonable efforts Seller is unable to comply with any Recommended Best Practices prior to Final Completion, Seller will notify GPC of this inability and the reasons it is not able to comply, and the Parties will meet to discuss steps that Seller may take to achieve compliance, or partial compliance to GPC's reasonably satisfaction. On each anniversary of the Effective Date through Final Completion, Seller will provide to GPC an Environmental Compliance certificate in the form of Exhibit X (*Environmental Compliance Certification*) signed by a duly authorized officer of Seller.

6.7 Interconnection. Seller will establish a queue position with Transmission Service Provider for all requisite systems studies in order to enter into an Interconnection Agreement that allows for the Project to achieve Substantial Completion in accordance with the Project Schedule. Seller will oversee and manage all necessary systems studies and affected systems studies, and will engage in all necessary Transmission Service Provider processes. Seller will pay for any and all Interconnection Costs. Seller will be responsible for the management of the interconnection queue process. If the Project is interconnected with GPC's transmission system, the Parties acknowledge that GPC is acting solely in its capacity as a transmission supplier, and that its activities under this BTA are separate and apart from its duties as a transmission provider and that GPC will have no liability in its role as a transmission provider arising out of this BTA.

6.8 Opportunities for Other Contractors. Seller will, in accordance with GPC's reasonable instructions, afford to other contractors identified by GPC all reasonable opportunities for carrying out their observation and inspection at the Project Site, so long as the same do not materially obstruct or disturb the progress of the Work. Seller will also afford access to GPC's employees, including employees who will operate and maintain the Project, to perform

their work at the Project Site.

6.9 Labor and Employment.

6.9.1. Compliance by EPC Contractor and Major Subcontractors; Employees. Seller will, and will cause EPC Contractor and each Subcontractor to, ensure that all construction Contracts and subcontracts of any tier for the Project be awarded in compliance with all applicable Laws. All employees working on the Project will be permitted to exercise their right to engage in protected concerted activity, as defined in Section 7 of the National Labor Relations Act, as amended, or to refrain from doing so, without any discrimination or other adverse consequence. Seller will, and will cause EPC Contractor and each Subcontractor to, comply with all applicable Laws regarding labor relations and employment matters, including refraining from any discrimination against any employee on the basis of the employee's membership in any labor organization, or his or her lack of membership. Any administrative or civil proceedings filed against a Seller Party must be promptly reported to GPC. Nothing in this provision will affect any obligation of a Subcontractor under a lawful collective bargaining agreement applicable to some or all of such Person's operations on the Project.

6.9.2. Collective Bargaining Agreements. Seller will be aware of, and familiar with, and will comply with (as applicable to the performance of the Work), all collective bargaining agreements that do or may pertain to or affect the Work under this BTA. Seller will plan and conduct its operations so that its employees and Subcontractors of any tier will work harmoniously with GPC employees and other workers employed on the same or related projects to assure that there will be no delays, work stoppages, excessive labor costs, or other labor difficulties.

6.9.3. No Extension of Outside Closing Date. Despite any other provision in this BTA, Seller will have no Claim for an extension of the Outside Closing Date or a Claim for loss, damage, or additional costs and expenses of any kind in respect of any alleged or proved unsuitability, scarcity, inefficiency of the labor it may engage or wish to engage or any requirement to engage union labor.

6.10 GPC's Inspection Right.

6.10.1. General Access, Information Covenant. Subject to Section 6.10.5 (*Safety; Compliance with Law*), commencing on the Effective Date and ending on the earlier of the Final Completion and the date as which this BTA is validly terminated in accordance with its terms, Seller and its Affiliates will at all times provide GPC, its Related Persons, and its authorized Representatives access to the Project Site, the Project Assets, and the Books and Records, for the purpose of inspecting the status, progress, quality, scope, schedule and coordination of the Work, and Seller's compliance with the provisions of this BTA. Seller will also provide GPC, and its Representatives, the right to attend meetings (whether conducted in-person, telephonically or through similar medium) relating to the Project which are attended by Seller and EPC Contractor or Major Subcontractors and related to status, progress, quality, scope, schedule, and coordination of the Work. However, any access provided for in this Section 6.10.1 (*General Access; Information Covenant*) will not materially and unreasonably impede the construction of or completion of the Project.

6.10.2. Factory Tests. Seller will provide GPC and its representatives with reasonable advance notice of any factory acceptance tests or other similar tests being performed by its Subcontractors that supply the inverters, transformers, modules, PV interconnection switchgear, or PVCS at the relevant off-site location, and GPC and its representatives will have the right to attend and observe any such test.

6.10.3. No Liability. Inspections under Section 6.10.1 (*General Access, Information Covenant*) are solely for the benefit of GPC. Any inspection or failure to inspect, and any objection or failure to object by GPC will not: (i) relieve Seller, EPC Contractor, or any Major Subcontractor of its respective obligations under any Project Contract; or (ii) be used as evidence that GPC agreed that Seller, EPC Contractor, or any Major Subcontractor had fulfilled any obligations under any Transaction Document or Project Contract, or that GPC had waived any of its rights under any Transaction Document.

6.10.4. On Site Access; Construction Activities. Subject to the terms of this BTA including Section 6.10.5 (*Safety; Compliance with Law*), from the Effective Date until the earlier of the Final Completion and the date as of which this BTA is validly terminated in accordance with its terms, Seller and its Affiliates will provide GPC, its Related Persons, and its authorized Representatives with Project documentation and information as such Persons may reasonably request. Without limiting the foregoing, Seller will provide the following to GPC to review (and Seller will ensure that the EPC Contract provides for the same): (i) the project schedule under the EPC Contract; (ii) copies of the monthly progress reports under the EPC

Contract; (iii) copies of plans of the week under the EPC Contract; and (iv) copies of any material design documents prepared under the EPC Contract. Upon GPC's request, Seller will arrange a weekly meeting among Seller, GPC and the EPC Contractor. GPC may from time to time during construction and prior to the Final Completion, request that Seller and its Affiliates perform additional work for the Project under the EPC Contract, in which case Seller and its Affiliate will reasonably cooperate by providing pricing and schedule impacts of any GPC proposed additional work. If mutually agreed, any additional work will be at GPC's expense as an addition to the Purchase Price as a GPC-Initiated Change Order Cost and with Project Schedule adjustment, if any. Any delay to Seller in developing, installing, constructing, commissioning, testing, and completing the Project caused by GPC in connection with the activities set forth in this Section 6.10.4 (*On Site Access; Construction Activities*) will be a GPC-Caused Delay.

6.10.5. Safety; Compliance with Law. In connection with GPC's rights under this Section 6.10 (*GPC's Inspection Right*), GPC and its Representatives and such other Persons as will be designated by GPC will follow and comply with applicable Law and the EPC Contactor's Safety Assurance Program at all times while present on the Project Site.

6.10.6. Right to Stop Work for Cause. GPC may order Seller to stop performance of the Work at the Project Site if GPC has a reasonable belief that the activities of Seller or EPC Contractor or their personnel appear to cause, or threaten to cause, danger to life or damage to property, or are otherwise not in compliance with Project Safety Assurance Program. In the event of a stop order, Seller will not be entitled to a Change Order extending the Project Schedule or adjusting the Purchase Price. The cost of any delays experienced by Seller as a result of any order issued by GPC will be borne by Seller. GPC's right to stop Work under this Section 6.10.6 (*Right to Stop Work for Cause*) will be without prejudice to any other right or remedy GPC may have.

6.11 Drawings and Manuals.

6.11.1. Location of Contractor Drawings and Manuals. Seller will at all times keep a copy of the most recent version of the Contractor Drawings and Manuals at Seller's office on the Project Site to be made available for GPC's review. In addition, Seller will provide and make available to GPC electronic versions of the Contractor Drawings and Manuals accessible by GPC through a file transfer protocol site to be maintained by Seller.

6.11.2. Contractor Drawing and Manuals Requirements. The Contractor Drawings and Manuals: (i) will be prepared and submitted in accordance with: (a) the Technical Specifications; (b) Exhibit Q (*Contractor Deliverables Table*); and (c) the "Document Submittal Specifications" in Exhibit P (*Additional Compliance Requirements*); and (ii) when completed, will be in sufficient detail to accurately represent the Project as constructed and, with respect to all drawings of the Work "as-built," such drawings will be in such detail as will enable GPC to operate, maintain, and repair all parts of the Project. The Contractor Drawings and Manuals will be maintained and available, with up-to-date drawings, specifications, and design sheets, for the training of GPC's personnel as set forth in Section 6.12 (*Training*).

6.11.3. Draft Manuals. At least 60 days prior to the expected Closing Date, Seller will provide GPC with initial drafts of the final Contractor Drawings and Manuals for review (the "**Draft Manuals**"). The Draft Manuals will contain the information described in Section 6.11.2 (*Contractor Drawing and Manual Requirements*), other than the drawings which, in accordance with this Section 6.11.3 (*Draft Manuals*), will be maintained to be up to date. Two complete sets of the Draft Manuals will be provided to GPC at least 60 days prior to Substantial Completion and will be a condition to the achievement of Substantial Completion.

6.11.4. Final Copies. Seller will provide GPC with both hard and electronic final copies of the Contractor Drawings and Manuals. Seller will provide GPC five final hard copies of the Contractor Drawings and Manuals within 60 days after the achievement of Substantial Completion. GPC will not be required to deliver the Certificate of Final Completion until all Contractor Drawings and Manuals have been delivered.

6.11.5. Modifications. Any modification to the Contractor Drawings and Manuals made necessary as a consequence of any Punch List item or modification to the Work will be issued as addenda to the Contractor Drawings and Manuals within 30 days after following completion.

6.12 Training. Training of GPC's personnel (or other employees or agents of GPC) will be given by Seller or EPC Contractor prior to Substantial Completion as required by the Technical Specifications, in accordance with the EPC Contract, and will include training (including on-site and classroom) on the interconnection and technical specifications of the Project, and operation and maintenance of the Project. This training will be provided directly

to GPC's personnel and will be conducted by a trainer experienced in the operation and maintenance of projects like the Project.

6.13 Safety.

6.13.1. Seller Safety Obligations. Seller will be solely responsible for being aware of and initiating, maintaining, and supervising compliance with all safety Laws, regulations, precautions, and programs in connection with the performance of this BTA. Prior to Closing, the EPC Contractor's health and safety plan for the Project will be attached to this BTA as Exhibit M (*Project Safety Assurance Plan*) (the "**Project Safety Assurance Program**"). Prior to the start of, and throughout the performance of, the Work, Seller will ensure that each of its employees, together with all employees of its EPC Contractor and each Major Subcontractor: (a) are fully informed concerning all safety, health, and security Laws and requirements pertaining to the Work and the Project Safety Assurance Program; (b) are qualified to perform the Work under applicable Occupational Safety and Health Administration ("**OSHA**") regulations; (c) have completed all training required under applicable OSHA regulations to perform the Work; (d) have all licenses and certifications required to perform the Work; and (e) understand and follow Prudent Utility Practices. Seller will cause the EPC Contractor to conduct all operations under this BTA in accordance with the Project Safety Assurance Program.

6.13.2. Violations. In the event Seller, EPC Contractor, or Major Subcontractor fails to promptly correct any violation of any applicable Law, Prudent Utility Practices, or the Project Safety Assurance Program, GPC may suspend all or any part of the Work until the time that Seller corrects the violation. Seller will not be entitled to any extension of time or reimbursement for costs caused by such suspension order. Failure of GPC to order discontinuance of any or all of Seller's operations will not relieve Seller of its responsibility for breaches of any applicable Law or the Project Safety Assurance Program. Seller will maintain an accurate record of and will promptly report to GPC all cases of property damage in excess of $100 to property of third parties (not including EPC Contractor or any Subcontractor) and of death, occupational diseases, or injury to employees or any other third parties and incident to performance of Work under this BTA. Seller will promptly notify GPC and provide a copy of any safety citation issued by any Governmental Authority.

6.14 Site Security.

6.14.1. Security Prior to Closing Date. Seller will be responsible for security at the Project Site at all times prior to the Closing Date, which will be in accordance with Seller's established security procedures, which, at a minimum, will ensure compliance with all requirements of all applicable Laws, and the Project Permits. All Seller Parties will strictly adhere to all security policies and procedures applicable to the Project Site.

6.14.2. Security After Closing Date. At all times after the Closing Date and prior to Substantial Completion, Seller will be responsible for the security of the Project Site and the Work at the Project Site, including controlled access. Seller will, on a 24/7 basis, strictly control the admission of Persons to the Project Site and will be responsible for the prohibition and prevention of access and entrance to the Project Site by unauthorized Persons. Seller will maintain a daily log of all deliveries of Project Equipment and other items and materials to the Project Site, and all Subcontractors and other third parties granted access to the Project Site. Seller's security plan following the Closing Date will, at a minimum: (i) meet or exceed Prudent Utility Practices; (ii) comply with all applicable Laws; and (iii) meet the requirements of and be reasonably acceptable to GPC. This plan will include a method acceptable to GPC for controlling, identifying and monitoring Persons in all areas of the Project Site. If GPC, in its reasonable opinion, believes that the Seller's security plan does not meet these standards, it will notify Seller of such deficiencies in writing and Seller will immediately correct the deficiencies in the security plan and implement the corrections into the performance of the Work. Seller will implement, maintain, and at all times cause EPC Contractor and all Subcontractors to comply with the security plan, and to cooperate with the security personnel of GPC.

6.14.3. Materials and Project Equipment. Until care, custody, control and risk of loss transfers to GPC under Section 12.7 (*Risk of Loss; Care, Custody and Control*), Seller will be fully responsible for all Materials and Project Equipment including for risk of loss or damage thereto.

6.15 Preservation of Public and Private Access. Seller Parties will not damage, close, or obstruct any highway, road, or other public or private easement, except to the extent allowed by applicable Law or a Project Permit. If any facilities are closed, obstructed, damaged, or made unsafe by a Seller Party, Seller will, at its sole cost and expense, make any repair as necessary and will also provide any temporary guards, lights, and other

signals as may be necessary or required for safety or by applicable Laws or the Project Permits.

6.16 Avoidance of Noise and Disturbance. All Work at the Project Site will be carried out so as to minimize noise and disturbance, and Seller will indemnify and hold harmless (and at GPC's request, defend, unless GPC elects in its sole discretion to so defend) all GPC Indemnified Parties from and against all Third Party Claims and Liabilities for injury, including death, and property damage caused by, arising out of, or in connection with noise or other disturbance, falling outside of the limits specified in any applicable Laws or Project Permits, and created by Seller Parties in connection with performing the Work.

6.17 Fencing, Protection, Lighting. Seller Parties will provide adequate safety barriers, signs, lanterns, and other warning devices and service to properly protect any Person having access to or near the Project Site in accordance with the requirements of applicable Laws, Permits, the Technical Specifications and the GPC Compliance Requirements. Seller will be solely responsible for any act of trespass or any damage to adjacent property resulting from or in connection with the Work, or its operations under this BTA.

6.18 Site Services. Seller Parties will be responsible for obtaining and bearing the cost of construction power, water, fuel, air, and other services as the Seller Parties may require for the purpose of performing the Work.

6.19 Cleanup. Seller Parties will keep the Project Site, including the Work area, including laydown and storage areas used by Seller Parties, free from accumulation of waste materials or garbage arising out of the Work, and will, prior to completion of the Work, remove and properly dispose of any waste material or garbage from and about the Project Site in accordance with all applicable Laws. Upon completion of the Work, Seller Parties will leave the Project Site in a condition reasonably satisfactory to GPC.

6.20 Wildlife and Cultural Concerns.

6.20.1. Wildlife. If any species survey or study indicates that a direct or indirect taking of wildlife listed as threatened, endangered, or other special status under any Environmental Law, or any impact to wildlife habitat, will occur as a result of development or construction activities (including due to grading, ground disturbance, tree clearing, or nest removal) or during operation of the Project, Seller will consult with the relevant Governmental Authorities to determine whether incidental take authorization or a species habitat conservation or management plan is required under any Environmental Law for the Project or the Project Site. If required by any Project Permit, Seller will coordinate with GPC to develop a plan for addressing such impacts, which may include, coordination with federal and state wildlife Governmental Authorities. During development and construction of the Project, any wildlife protected by any Environmental Law discovered on the Project Site will be reported in accordance with such Environmental Law and any applicable conservation or management plans, if any.

6.20.2. Cultural Concerns. Seller will prepare and implement an unanticipated discoveries plan that specifies the procedures Seller, EPC Contractor and Subcontractors will follow if any relic, item, or structure with archaeological, cultural, or historical value (including fossils, coins, articles of value or antiquity, or any Native American relics) are discovered on the Project Site.

6.21 Intellectual Property Rights.

6.21.1. No Action to Violate or Infringe. Seller will not take any action that would violate or infringe any Person's Intellectual Property Rights.

6.21.2. Licenses. Seller will obtain and transfer to GPC perpetual, fully paid up, royalty free, transferable licenses to use all computer programs and any other Intellectual Property Rights necessary for the ownership and operation of the Project from and after the Closing, together with all warranties related to Intellectual Property Rights.

6.22 Spare Parts

6.22.1. Spare Parts and EPC Contract. The EPC Contract will include all spare parts and consumables necessary for the installation, startup, and commissioning of the Project, and the complete performance of the Work through Final Completion. These spare parts and consumables will be located at the Project Site and immediately available to Seller Parties to ensure that all Work, including testing and commissioning activities, continue unimpeded by the absence of spare parts and consumables. GPC will not be liable in any way for Seller's inability to achieve Substantial Completion or Final Completion due to lack of any spare parts or consumables, and will not be entitled to a Change Order in respect of the same.

6.22.2. List of Spare Parts. Seller will submit to GPC a proposed list of spare parts and associated pricing for the operation of the Project following Final Completion. Within 30 days after receipt of the proposed

list, GPC will determine, in its discretion, to procure any such spare parts or, at GPC's election under a GPC-Initiated Change, request Seller to procure, or cause to be procured, such spare parts, and have such spare parts delivered to the Project Site prior to the Closing Date. Upon the request of GPC, Seller will meet with GPC and its designees to discuss the proposed inventory of spare parts.

6.22.3. GPC Spare Parts. If available, GPC will allow Seller to use any spare parts or consumables owned by GPC, but in no event will GPC be liable or will Seller be entitled to a Change Order if the absence of any particular spare part or consumable impacts completion of the Work. In the event Seller uses a GPC-owned spare part or consumable with GPC's written consent, Seller will expeditiously replace such spare part and consumable at its sole cost and expense. GPC does not warrant the condition, quality, suitability, absence of defects, fitness for any purpose, or aspect of any GPC-supplied spare part, and if Seller uses any GPC-supplied spare part, it does so at its own risk.

6.23 Insurance. As set forth in Schedule 2.14(i) and Exhibit T (*Insurance Requirements*), Seller will maintain or cause to be maintained in full force and effect insurance coverage with respect to the Project until the Closing. From and after the Closing, GPC will be solely responsible for procuring or causing to be procured insurance with respect to the Project. GPC will be solely responsible for providing insurance and for responding to any claims pertaining to the period after the Closing. If any claims are actually made prior to the Closing Date (or after the Closing Date with respect to claims pertaining to the period prior to the Closing Date) under any insurance policy applicable to the Project or Project Assets, then Seller will, at the expense of Seller, file, notice, and otherwise continue to pursue such claims and recover proceeds under the terms of the policies (but only to the extent the policies otherwise permit recovery).

6.24 Reports.

6.24.1. Final Reports. Prior to the Effective Date, Seller will deliver to GPC the latest version of each Report. Each Report will be deemed acceptable if it: (a) has been prepared by a qualified firm or consultant in accordance with Section 6.24.4 (*Qualified Firms and Consultants*); (b) is not materially deficient in form or content in accordance with Prudent Utility Practices, any applicable Project Permit, and any applicable Law; and (c) the content of the Report does not indicate any event, result, occurrence, development, fact, change, or effect of whatever nature or kind that has or would reasonably be expected to have a Seller Material Adverse Effect.

6.24.2. Change to Reports. If, after delivery to GPC, to Seller's Knowledge there is a material change in any findings or conclusions of a Report delivered to GPC under Section 6.24.1 (*Final Reports*), then Seller will redeliver the Report to GPC in final form to reflect such change (an "**Additional Report**"), whereupon GPC will have the review and acceptance rights contained in this Section 6.24.2 (*Change to Reports*), which provisions will apply in all respects to such Additional Report. Each Additional Report will be deemed acceptable if it satisfies the requirements in Section 6.24.1 (*Final Reports*).

6.24.3. Reliance Letters. Seller will: (a) obtain from those Persons who prepared the Reports described on Schedule 6.24.3; and (b) use commercially reasonable efforts to obtain from those Persons who prepared material Reports that are not described on Schedule 6.24.3 but that are part of the Project Assets and that GPC reasonably requests, in each case, customary and reasonable letters or other authorizations from such Persons, which letters or other authorizations will allow GPC to rely on each such Report, in each case, to the extent such Report does not identify GPC as an addressee or recipient or otherwise expressly allow GPC to rely on such Report.

6.24.4. Qualified Firms and Consultants. The firms and consultants listed on Schedule 6.24.4 will be deemed to be qualified for all purposes under this BTA. Any other firm or consultant will be subject to the approval of GPC (not to be unreasonably withheld). Seller may, but is not required to, submit any other firm or consultant for GPC's approval, and its approval will be deemed given if GPC does not affirmatively reject such firm or consultant by notice delivered within fifteen Business Days after Seller's submission, in each case, indicating the basis for any such rejection in reasonable detail.

6.25 Monthly Progress Reports and Progress Meetings

6.25.1. Monthly Progress Reports. Following the Effective Date, on or before the fifth day of each month, Seller will provide GPC a monthly progress report, including the information prescribed in Exhibit V (*Requirements for Monthly Progress Reporting*) that details the progress of the Work and projections for future progress (each, a "**Monthly Progress Report**").

6.25.2. Project Problems. In addition to the applicable requirements set forth in Exhibit V (*Requirements for Monthly Progress Reporting*), the Monthly Progress Reports submitted by Seller will specify in detail:

(i) status schedules showing a comparison of the actual Work progress against the Project Schedule;

(ii) any fact, event, or circumstance (each a "**Project Problem**") encountered by any Seller Party during the preceding month (including the failure of GPC to perform any of its obligations under this BTA that might: (a) prevent Seller from completing any Milestone by its respective Milestone Completion Date; or (b) cause Seller to incur additional expenses in completing any Milestone;

(iii) the estimated length of any delay, and the estimated amount of any additional costs and expenses, if any, that may be chargeable to GPC under this BTA, as a result of any Project Problem; and

(iv) to Seller's Knowledge, the cause of any Project Problem specified, and the specific steps taken or proposed to be taken by Seller to correct such Project Problem.

6.25.3. No Relief for Unidentified Project Problems. If Seller fails to specify in writing any Project Problem (an "**Unidentified Project Problem**") with respect to a given monthly period in the applicable Monthly Progress Report, and in such manner and at such time as specified under this BTA as a Project Problem, Seller will not be entitled to rely on any such Unidentified Project Problem as a justification for either: (i) claiming that it is entitled to receive any additional amounts under this BTA (including damages arising out of any alleged failure by GPC to perform any of its obligations that affect the Work); or (ii) failing to complete any Milestone by the specified Milestone Completion Date.

6.25.4. Updates to Monthly Progress Reports. Seller will provide GPC with an update to any Monthly Progress Report upon GPC's request. Until the submission of the next Monthly Progress Report, Seller will promptly notify GPC in writing at any time that Seller has reason to believe that there will be a material deviation from any information in the previously submitted Monthly Progress Report. In addition, Seller will, at no additional cost to GPC, provide any other reports as and when reasonably required by GPC, and will assist GPC in providing any information requested by the Commission in connection with the Project and this BTA.

6.25.5. Progress Meetings. Progress meetings will be held as deemed necessary by GPC, but normally will be held once every two weeks. GPC, GPC's Authorized Representative, and any other Persons designated by GPC will be entitled to attend progress meetings. Following Notice to Proceed, progress meetings will be attended by Seller and EPC Contractor. Progress meetings will be utilized to review the progress of the Work and its compliance with the Project Schedule, and to discuss any delays, unusual conditions, or critical items that have affected, or could affect, the progress of the Work. Within the last 30 days prior to Substantial Completion, progress meetings will be held on a daily basis.

6.26 No Liens.

6.26.1. Obligation to keep the Project Site free of Liens. Seller will keep the Work and the Project Site free and clear of all Liens, other than Permitted Liens. If a Lien other than a Permitted Lien is filed by EPC Contractor or any Subcontractors, Seller will, within 30 days after the earlier of: (a) receipt of a written demand from GPC; or (b) the date on which Seller became aware of the Lien, at Seller's sole expense, discharge, whether by payment or obtaining and recording a lien release bond in a form and substance reasonably satisfactory to GPC, and from surety who is (and who has collateral that is) reasonably satisfactory to GPC, covering an amount equal to the amount of the Lien, regardless of the action Seller may take with respect to such Claim. The foregoing obligation of Seller will extend to any Lien in respect to the Project, the Project Assets, the Project Site, or any fixtures or personal property included in the Project (whether any Lien is valid or enforceable) created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Seller or any other Seller Party, or any other Person providing personnel, Project Equipment or Materials for the Work.

6.26.2. Lien Waivers at the Closing Date. On or prior to the Closing Date, Seller will deliver to GPC: (i) an Interim Lien Waiver from EPC Contractor in the form of Exhibit F-1 (*Form of EPC Contractor's Interim Lien Waiver*) with respect to all Work performed on the Project Site prior to the Closing Date; (ii) an Interim Lien Waiver in the form of Exhibit F-2 (*Form of Subcontractors' Interim Lien Waiver*) from each Subcontractor (other than suppliers of Project Equipment) with respect to all Work performed on the Project Site by each Subcontractor; and (iii) a Final Lien Waiver from the Subcontractor(s) supplying Project Equipment in the form of Exhibit F-4 (*Form of Subcontractors' Final Lien Waiver*) with respect to the Project Equipment.

6.26.3. Final Lien Waivers. As a condition of Substantial Completion, Seller will deliver to GPC: (i) Final Lien Waivers from EPC Contractor in the form of Exhibit F-3 (*Form of EPC Contractor's Final Lien Waiver*); and (ii) Final Lien Waivers from all Subcontractor(s) (other than suppliers of Project Equipment) in the form of Exhibit F-4 (*Form of Subcontractors' Final Lien Waiver*).

6.27 Expenses. Except as otherwise expressly provided in this BTA, whether or not the transactions contemplated by this BTA are consummated, all costs and expenses incurred in anticipation of, relating to, and in connection with the negotiation, and execution of this BTA, and the consummation of the transactions contemplated by this BTA will be paid by the Party incurring the costs and expenses. Despite the immediately preceding sentence, Seller will pay all filing fees required by any Governmental Authority in connection with any Consents required to be obtained or made under this BTA.

6.28 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 each landowner, Easement grantor and licensor under any Real Property Agreement.

6.29 Books and Records. Seller will maintain all Books and Records in accordance with GAAP, and in Dollars, in order to support any and all invoices, Claims, and disputes under this BTA. Seller will permit GPC, upon reasonable prior notice and during business hours, to audit Seller's Books and Records related to the Project to verify invoice amounts and to confirm any increases or decreases to the EPC Contract Price and any EPC Change Orders, as well as any report or correspondence related to any Project Permit or safety or environmental compliance.

6.30 Data Breaches. Seller will promptly notify GPC upon the occurrence of any security breach, cyberattack, other data security, or cyber incident or unauthorized access to any Project IT Asset, about which Seller has Knowledge, that occurs prior to the Closing and results in the unauthorized access, unauthorized use, misappropriation, modification, encryption, corruption, disclosure, or transfer of any material information or data contained in, or relating to, the Project Assets.

6.31 Health and Safety.

6.31.1. General Obligations. Seller will not: (a) install or operate or permit EPC Contractor or its Subcontractors or other Representatives (including EPC Contractor or any of its subcontractors) to install or operate any underground storage tanks on the Project Site; (b) disturb (other than through demolition and removal or other abatement) any asbestos contained in or that forms part of any building, building component, structure, or office space on the Project Site; and (c) use or store any polychlorinated biphenyls at the Project Site in connection with construction of the Project.

6.31.2. EH&S Procedures. Not less than 90 days prior to the Closing, Seller will prepare and submit to GPC materials management and emergency response procedures in accordance with applicable Environmental Laws covering any Hazardous Substances that Seller expects to be used in the completion and testing of the Work, which procedures must be reasonably satisfactory to GPC. Seller will, and will cause all other Seller Parties to, comply at all times with the GPC-approved materials management and emergency response procedures (the "**EH&S Procedures**").

6.31.3. Releases on the Project Site. No Hazardous Substances will be Released on the Project Site in violation of any Environmental Law. Seller will immediately notify GPC of any Release of any Hazardous Substance at the Project Site by any Seller Party that violates or, to Seller's Knowledge, has the potential to violate any Environmental Law, including state and federal Laws relating to water pollution, hazardous material disposal, and hazardous materials Release requirements. In addition, Seller will immediately notify any applicable Governmental Authority of any Release that is reportable to Governmental Authorities under any applicable Environmental Law, and will take emergency measures consistent with Prudent Utility Practices as necessary to comply with the EH&S Procedures and all applicable Laws, including with respect to the immediate containment of any Release and Remediation of the affected area.

6.31.4. Releases off the Project Site. In the event of a Release by any Seller Party of a Hazardous Substance off the Project Site but related to the Work that is reportable to a Governmental Authority under any applicable Environmental Law, Seller will be responsible for notifying all applicable federal, state, and local Governmental Authorities in accordance with applicable Law, or for causing notification to occur by the Seller Party responsible for such action. Seller will take all appropriate steps consistent with the EH&S Procedures and required by applicable Law for containment of any Release and Remediation of the affected area.

6.31.5. Liability. Seller will be responsible for implementing any requirements under all Environmental Laws relating to pre-existing Hazardous Substances identified in any environmental surveys or Reports. Seller will be liable to GPC for any Release of Hazardous Substances at or from the Project Site to the extent the Release has occurred prior to Final Completion, except to the extent the Release is exacerbated by the gross negligence or willful misconduct of GPC after the Final Completion Date.

6.31.6. Notice. Seller will notify GPC as soon as reasonably practicable of the occurrence of any event that would reasonably be expected to result in any actual or potential violation of or noncompliance with any Environmental Law relating to the Work, the Project, or the Project Site, or that otherwise constitutes a Seller Material Adverse Effect.

6.32 Update of Seller's Disclosure Schedules. From time to time, prior to the Closing Date, Seller may, supplement or amend Seller's Disclosure Schedule regarding any fact, matter, condition, event, or circumstance with respect to: (a) deletions of any Contract that expires in accordance with its terms, in the absence of any breach or default; (b) additions of and amendments to any Contract executed in accordance with this BTA; (c) additions of and amendments to any Project Permit; (d) additions of, updates to, and supplements to any Report; and (e) any other change that has occurred with respect to the Project Assets, or the Project since the Effective Date that, if existing, occurring, or known on or before the Effective Date, or the Closing Date, would have been required to be set forth or described in a Seller's Disclosure Schedule (an "**Update**").

6.32.1. Seller Material Adverse Effect Update Matters. If any fact, matter, condition, event, or circumstance described in an Update (the "**Disclosure Items**") has, or would be reasonably expected to have, a Seller Material Adverse Effect, then GPC may elect to terminate this BTA under Section 1.7.1(iv) (*Termination Prior to Closing Date*). If GPC elects not to terminate this BTA under this Section 6.32.1 (*Seller Material Adverse Effect Update Matters*), then Seller will be permitted to update the applicable Schedule(s) to properly reflect the Disclosure Items disclosed to GPC in the Update, and the applicable representations and warranties of Seller set forth in this BTA subject to the Update made following the Update will be subject to the Schedule(s) attached to this BTA, as modified or amended by the Disclosure Items in the Update, for purposes of satisfying the conditions set forth in Section 1.5 (*GPC's Conditions Precedent*), as applicable, and despite any other provision BTA in this BTA (including Section 1.7 (*Early Termination*)) the Disclosure Items disclosed in the Update may not be the basis for any indemnification by Seller under Section 17.3(i) (*Indemnification by Seller*).

6.32.2. Non-Material Adverse Effect Update Matters. If any Disclosure Item disclosed in an Update is a Permitted Update Matter or does not have, and would not reasonably be expected to have (either individually or when aggregated with other Disclosure Items), a Seller Material Adverse Effect and therefore would not permit a termination by GPC under Section 6.32.1 (*Seller Material Adverse Effect Update Matters*), then the Disclosure Item will not be grounds under Section 1.5 (*GPC's Conditions Precedent*) for GPC to refuse to perform its obligations to effect the Closing and, if the Closing occurs, then despite any other provision in this BTA (including to Section 17.1 (*Survival of Representations, Warranties and Covenants*)) the Disclosure Item disclosed in the Update may not be the basis for any indemnification by Seller under Section 17.3(i) (*Indemnification by Seller*).

6.33 Tax Benefits.

6.33.1. Neither Seller nor any Affiliate of Seller will engage in any action, or fail to take any action, that would reasonably be likely to jeopardize the realization by, or allowance to GPC or any of its Affiliates of, any Tax Benefit.

6.33.2. Neither Seller nor any Affiliate of Seller will take any action that would, or fail to take any action, the omission of which would, cause to be untrue, incorrect or incomplete any certification contained in the Begun Construction Certificate. [Seller will notify GPC in writing within 10 days after Seller or any of its Affiliates becoming aware of any Safe Harbor Controversy.]

6.33.3. Seller will cause the Project to be "placed in service" within the meaning of Sections 48 and 168 of the Code and the IRS Notice no later than December 31, 202[●].

6.34 Transfer of Project Contracts and Project Permits.

6.34.1. 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 the Project Contract to GPC without violating any provision of the Project Contract or any applicable Law, Seller will use commercially reasonable efforts to obtain the written Consent (the "**Contract Consent**") of the Counterparty to the Project Contract to the assignment to GPC, and the assumption by GPC, of the Project

Contract at the Closing. If, notwithstanding the use of commercially reasonable efforts, any Project Contract is not assignable to GPC, then Seller will, at no additional cost to GPC, maintain the Project Contract in full force and effect and enter into a back-to-back arrangement with GPC, in form and substance satisfactory to GPC, to provide GPC with the benefits of the Project Contract. GPC will reasonably cooperate with Seller in its efforts to obtain all Contract Consents from the Counterparties; so long as GPC is not required to make any payment to any Counterparty or assume any Liability not otherwise required to be paid or assumed by Seller under 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 under the terms of the Project Contract. Following the Closing, Seller will reasonably cooperate with GPC in GPC's efforts to provide notices to any Counterparties to any Project Contracts 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.

6.34.2. 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 the Project Permit or any applicable Law, Seller will use commercially reasonable efforts to either transfer or obtain the reissuance of the Project Permit to GPC at the Closing. If, notwithstanding the use of commercially reasonable efforts, any Project Permit is not transferable or re-issuable to GPC, Seller will maintain the Project Permit in full force and effect until such time as GPC is able to obtain its own Permit. GPC will reasonably cooperate with Seller in its efforts to transfer or obtain the reissuance of any Project Permit. GPC will have the right to review in advance all characterizations of the information relating to the transactions contemplated by this BTA that appear in any document to be submitted in connection with any filings to transfer any Project Permit, and Seller will consider in good faith any comments reasonably requested by GPC.

PART 7. GENERAL OBLIGATIONS OF GPC

7.1 GPC's General Obligations. GPC will:

(i) keep Seller reasonably informed as to the status of any governmental or regulatory or other activities undertaken by GPC that relate to the Project and that are likely to materially and adversely affect Seller's ability to perform the Work;

(ii) comply with all applicable Laws;

(iii) plan and conduct its operations so that its employees and subcontractors will not unreasonably interfere with Seller employees and other workers employed on the Project; and

(iv) maintain its records and accounts in accordance with GAAP in order to support any and all invoices, Claims, and disputes under this BTA.

7.2 GPC's Authorized Representative.

7.2.1. GPC's Designated Representative. GPC may at any time and from time-to-time delegate to its representative (the "**GPC Authorized Representative**") any of its duties and obligations (other than its payment obligations) under this BTA. Except as explicitly provided herein, any written decision, instruction, or order given by GPC's Authorized Representative to Seller in accordance with such delegation will have the same effect as though it had been given by GPC.

7.2.2. Duties of GPC's Authorized Representative. GPC's Authorized Representative will carry out the duties that are specified in this BTA but, except as expressly provided in this BTA, neither the performance of, or the failure to perform, such duties, whether properly or at all by GPC's Authorized Representative, nor the fact that GPC's Authorized Representative has been appointed by GPC, will relieve Seller of any responsibility or liability for any of its obligations under this BTA. No approval of or consent to, or failure to approve or consent to, any matter by GPC or GPC's Authorized Representative, will relieve Seller of any Liability, or any of its obligations under this BTA.

7.3 GPC Response. If Seller is required to obtain an approval or consent from GPC under the terms of this BTA, upon receipt of a request for approval or consent from Seller, GPC will, in its reasonable discretion (not to be unreasonably withheld), respond by: (i) granting approval or consent; (ii) denying approval or consent; or (iii) requesting supporting material or information, in the time expressly specified in this BTA. Where no time period is expressly specified, the time period will be deemed to be 15 Business Days. Any failure to provide a response in the specified time period may be considered a GPC-Caused Delay if and to the extent that Seller is actually

delayed due to GPC's inaction.

7.4 Replacement Security.[3] With respect to each item listed on Schedule 7.4 (the "**Credit Support Obligations**"), GPC will obtain, at or prior to the Closing, substitute credit support arrangements in replacement for the Credit Support Obligations, to the extent substitute credit support arrangements are required in order to release and discharge Seller or its Affiliates from their obligations under the Credit Support Obligations. GPC will reasonably cooperate with Seller and its Affiliates to effectuate the release and discharge of Seller and its Affiliates from their obligations under the Credit Support Obligations, under documents in form and substance reasonably satisfactory to the Parties, at or promptly following the Closing, and in any event, Seller and its Affiliates will terminate their Credit Support Obligations no later than 30 days following the Closing Date. However, GPC will not be required to extend additional rights to Seller's creditor nor limit GPC's rights under this BTA.

PART 8. PROJECT SCHEDULE

8.1 Project Schedule. Exhibit N (*Project Schedule*) includes a preliminary project schedule setting forth the major tasks that must be completed by Seller (each a "**Milestone**"), and completion dates for these tasks ("**Milestone Completion Dates**") as provided by Seller in accordance with the Technical Specifications, including the Critical Milestones and associated Critical Milestone Completion Dates, consistent with Exhibit O (*Critical Milestones and Critical Milestone Completion Dates*). The preliminary project schedule includes a Milestone (and a corresponding Milestone Completion Date) for development of a Level 2 project schedule by Seller (as the same will be updated under Section 8.3.1 (*Level 3 Project Schedule*) below, the "**Project Schedule**") as further described in Section 8.2 (*Form of Project Schedule*).

8.2 Form of Project Schedule. The Project Schedule will be in the form set forth in Exhibit N (*Project Schedule*). The Project Schedule will set forth in more detail the Milestones and Milestone Completion Dates, including the Critical Milestones and Critical Milestone Completion Dates, and specify any tasks, obligations, or responsibilities that GPC must perform or fulfill under this BTA (each a "**GPC Obligation**") for Seller to achieve the Milestone Completion Dates for each Milestone, and the date by which GPC is required to fulfill each GPC Obligation in accordance with this BTA. Subject to Section 8.4 (*No Alterations to Project Schedule*), Seller may update the Project Schedule, in accordance with the EPC Contract at its sole discretion, but the Milestone Completion Dates for the final three Milestones (i.e., Mechanical Completion, Substantial Completion, and Final Completion) must remain unchanged, unless otherwise agreed in writing with GPC. Seller will deliver the initial Project Schedule, and any updates, in a native scheduling software format reasonably acceptable to GPC.

8.3 Update of Project Schedule.

8.3.1. Level 3 Project Schedule. No later than 30 days following execution of the EPC Contract, Seller will submit a final Level 3 Project Schedule to GPC for review and comment (provided that the Critical Milestones and associated Critical Milestone Completion Dates are not different from the Critical Milestones and Critical Milestone Completion Dates in Exhibit O (*Critical Milestones and Critical Milestone Completion Dates*)).

8.3.2. Final Project Schedule. If GPC comments on any Project Schedule submitted by Seller, Seller will, within seven days after receipt of the comments, submit a copy to GPC of the final form of Project Schedule consistent with GPC's comments.

8.3.3. GPC Project Schedule Amendments or Changes. GPC will have the right to reasonably request Seller to vary, amend, substitute, or otherwise change the Project Schedule after approval. Any variation, amendment, substitution, or other change (other than: (i) as provided in Section 8.5 (*Recovery Plan*); or (ii) caused by Seller's failure to perform any of its obligations in accordance with the terms of this BTA), requested by GPC will be considered a GPC-Initiated Change under Section 9.2.2 (*Changes Initiated by GPC*).

8.4 No Alterations to Project Schedule. Following GPC's acceptance of the final Project Schedule, Seller will not, without the prior written consent of GPC, make any material change to the Project Schedule, including changing any Critical Milestone or Critical Milestone Completion Date. GPC will respond to any request by Seller within seven Business Days after receipt from Seller, and GPC's failure to respond within this seven Business Day period will be considered a GPC-Caused Delay.

8.5 Recovery Plan. If, at any time or from time to time: (i) Seller fails to achieve a date or Milestone on the Project Schedule; or (ii) GPC, based on Project documentation, including the Monthly Progress Report and the

[3] GPC to discuss providing replacement security after the Closing if GPC has post-Closing payment obligations.

Project Schedule and updates, reasonably determines that the Project will not achieve: (a) Mechanical Completion on or before the Outside Closing Date; or (b) Substantial Completion on or before the Guaranteed Substantial Completion Date, then, in either such case, upon the written request of GPC, Seller will promptly, but in any event within five Business Days after the request, submit a written recovery plan that feasibly explains and displays how Seller will, to the extent practicable, regain compliance with the Project Schedule (the "**Recovery Plan**"). The Recovery Plan will include an electronic copy of a "Detailed Float Analysis" in Primavera [P6] Project Planner for Windows or a similar deliverable from a software product mutually agreed with GPC, showing the then-current progress of the Work against the Project Schedule. GPC will promptly submit reasonable suggestions to the Recovery Plan. Seller will incorporate any of GPC's reasonable suggestions into the Recovery Plan, or will provide a reasonable explanation for why GPC's suggestions were not incorporated. Seller will diligently perform the Work in accordance with the Recovery Plan, and will (and will cause Seller Parties requested by GPC to) participate in any meetings that GPC may require in connection with the production and implementation of the Recovery Plan. Unless the reason for the delay is otherwise expressly excused under this BTA, neither the approval by GPC of the Recovery Plan nor Seller's performance of the Work in compliance with the Recovery Plan will: (1) be deemed in any way to relieve Seller of its obligations under this BTA relating to the failure to timely achieve a date or Milestone on the Project Schedule; or (2) be a basis for a Change Order or any other compensation, or an increase in the Purchase Price.

PART 9. CHANGE ORDERS

9.1 Changes. Subject to the provisions of this Part 9 (*Change Orders*), without invalidating this BTA, GPC may instruct Seller to make a Change. Changes may only be authorized by Change Orders issued in accordance with this Part 9. The form of Change Order to be used by the Parties is set forth in Exhibit R (*Form of Change Order*).

9.2 Procedure for Changes.

9.2.1. Changes Initiated by Seller. Seller may, at any time, submit a Change Order Request to GPC for improvements, efficiencies, cost savings, and other similar Changes to the Work (each a "**Seller-Initiated Change**"), but no Change Order Request will be carried out by Seller except under a Change Order executed by GPC's Authorized Representative, which execution will be in GPC's discretion, subject to Section 9.2.3 (*Required Change Orders*).

(i) Any Change Order Request will also include and be supplemented with information as GPC may reasonably require in order to determine: (a) the factors allegedly necessitating the Change; (b) the impacts that the Change has had, and is projected to have on the Project Schedule; (c) the impact that the Change has had, and is projected to have on the Construction Costs; and (d) any other information as GPC may request in in connection with the proposed Change in order to determine whether to accept or reject the Change Order Request, subject to Section 9.2.3.

(ii) Seller will submit a Change Order Request for a Change Order that is required to be made in accordance with Section 9.2.3 in writing as soon as possible, and in any event within five days after Seller becomes aware of the facts or circumstances giving rise to the Change that it reasonably believes necessitates a Change Order.

(iii) Upon its receipt of a Change Order Request, GPC may, but except as provided in Section 9.2.3 below, is not obligated to, issue a Change Order under a Change Order Request. Unless otherwise stated by GPC in writing, any work outside the Work described in this BTA performed by Seller or any Seller Party prior to its having received a Change Order from GPC will be considered unauthorized work and will be at Seller's sole risk and expense.

9.2.2. Changes Initiated by GPC. If GPC desires to make a Change to the Work or to the Project Schedule (each a "**GPC-Initiated Change**") not comprising recovery Work due to the negligence of, or breach of this BTA by, any Seller Party, GPC will submit a written Change Order Notice to Seller detailing the nature and extent of the proposed Change to the scope of Work or adjustment to the Project Schedule. Seller will promptly review the Change Order Notice and notify GPC in writing within a reasonable amount of time of: (i) the options for implementing the proposed GPC-Initiated Change (including, if possible, any option that does not involve an increase in the Construction Costs, or an extension of the Project Schedule); (ii) the estimated effect(s), if any, that each option would have on the Construction Costs and the Project Schedule; and (iii) any other provision of this BTA that may be affected by the Change. The response will also contain all those matters required to be set out in a Change Order Request. Based upon this information, GPC's Authorized Representative may, in its discretion, issue a Change Order for a GPC-Initiated Change.

9.2.3. Required Change Orders. Despite any other provision in this BTA, Seller will, subject to Sections 9.2.4 (*No Adjustments without Change Order*) and 9.2.8 (*Seller Error and Failure to Plan and Perform No Cause for Change Order*), be entitled to the issuance of a Change Order under this Part 9 (*Change Orders*) in connection with any event or circumstances that constitutes a Change that is directly caused by the matters identified in subparts (i) and (ii) below if and to the extent that Seller demonstrates that such event or circumstance: (a) subject to Section 9.2.5 (*Adjustments to Purchase Price*), Section 11.1.5 (*Schedule Adjustments*), and Section 11.4 (*Insufficient Insolation Days*), if applicable, results in an increase in the Construction Costs; or (b) results in a demonstrated delay in the progress of the Work in meeting any Critical Milestone by its appliable Critical Milestone Completion Date (each a "**Required Change Order**"):

(i) a GPC-Initiated Change; and

(ii) an Excusable Event occurring after the Effective Date but before the Final Completion Date.

9.2.4. No Adjustments without Change Order. For the avoidance of doubt, except in the circumstances as expressly provided in Section 9.2.1 (*Changes Initiated by Seller*) (if approved by GPC) and Section 9.2.3 (*Required Change Orders*), and with respect to which a Change Order Request is properly made in accordance with this Part 9 (*Change Orders*), Seller will not be entitled to seek a Change, a Change Order, an extension of the Project Schedule, including the Outside Closing Date, an increase to the Purchase Price, or the receipt of any additional remuneration or reimbursement with respect to the Work. Other than with respect to Post-Closing GPC EPC Change Order Costs, any change orders or other price adjustments under the EPC Contract or any Subcontract that increase Seller's Construction Costs, including an increase to the EPC Contract Price, for any reason other than as permitted in and subject to the provisions of, this Section 9.2 (*Procedure for Changes*), whether such change order is issued before, on or after Closing, will be the sole responsibility of Seller, and will not result in an increase of the Purchase Price or an adjustment to the Project Schedule.

9.2.5. Adjustments to Purchase Price. Despite any other provision in this BTA, Seller will not be entitled to an increase in the Purchase Price under any Change Order, other than in connection with a GPC-Initiated Change or GPC-Caused Delay, until the increase in Construction Costs resulting from all events and circumstances that would otherwise entitle Seller to a Change Order pursuant to this BTA exceeds an amount equal to five percent of the Purchase Price. Any net Purchase Price adjustment resulting from a Change Order will be paid to the applicable Party at Substantial Completion.

9.2.6. Documentation. All claims by Seller for adjustments to the Purchase Price or the Project Schedule as a result of Changes under this Part 9 (*Change Orders*) will be supported by documentation as GPC may reasonably require verifying to its satisfaction, the accuracy of the request. In connection with any proposed Change Order adjusting the Project Schedule, Seller will provide GPC with an electronic copy of a "Detailed Float Analysis" in Primavera Project Planner for Windows, or a similar deliverable from a software product mutually agreed with GPC, showing the then-current progress of the Work and the projected impact the relevant Change will have on the Critical Milestones. In connection with any proposed Change Order adjusting the Purchase Price, Seller will provide GPC with invoices, purchase order, rate sheets, and other documentation as GPC may reasonably require substantiating such change.

9.2.7. Duty to Mitigate. Seller will use commercially reasonable efforts to mitigate potential impacts to the Project Schedule or potential increases to the Construction Costs arising out of any Change (and the cost of any mitigation efforts agreed to between the Parties are to be addressed in any applicable Change Order).

9.2.8. Seller Error and Failure to Plan and Perform No Cause for Change Order. Despite any other provision of this Part 9 (*Change Orders*), Seller will not be entitled to a Change Order or any adjustment to the Project Schedule or Purchase Price to the extent the need for the Change was caused by a defect in the Work, or any action or inaction of Seller or any Seller Party, including EPC Contractor's failure to adequately plan or schedule the performance of the Work, or to perform the Work in accordance with the Technical Specifications, applicable Laws or applicable Permits and the other requirements of this BTA in effect as of the Effective Date.

9.3 Continued Performance Pending Resolution of Disputes. Pending the resolution of any dispute with respect to a Change or Change Order, Seller Parties must proceed with the Work and the performance of any Change ordered by GPC as a result of a GPC-Initiated Change or a Required Change Order, unless GPC directs Seller not to proceed.

9.4 Preservation of Project Schedule and Purchase Price. Where any proposed Change may give rise to an extension of the Project Schedule or an increase in the Construction Costs, including the EPC Contract Price, GPC reserves the right, in its sole discretion and to the extent possible, to require Seller to vary, amend, or effect any such Change to the Work in a manner that will mitigate or avoid the requirement for an extension of the Project Schedule, or increase in Construction Costs, as applicable.

PART 10. PERFORMANCE TESTS AND PERFORMANCE GUARANTEES

10.1 Performance Guarantees. Seller guarantees that the Project, while complying with applicable Laws and applicable Permits, will achieve each of the Performance Guarantees set out in Exhibit S (*Commissioning and Testing*) during Performance Tests conducted in accordance with the Commissioning and Test Plan. Despite any other provision in the BTA, each of the Performance Guarantees is a must fix, minimum performance guarantee, and Seller has an absolute obligation under this BTA to cause the Project to satisfy all of the Performance Guarantees in accordance with Exhibit S (*Commissioning and Testing*). Seller will, at its expense, do all things necessary or appropriate to achieve each of the Performance Guarantees, including exercising each and every repair or replacement alternative.

10.2 Commissioning and Performance Tests. As soon as practicable prior to Substantial Completion, Seller will conduct, or cause to be conducted, the Commissioning Tests and the Performance Tests in accordance with: (i) the Technical Specifications; (ii) the commissioning and test procedures and protocols of Exhibit S (*Commissioning and Testing*); and (iii) the other tests, procedures, and protocols developed by the Parties under this BTA. At least 60 days prior to the commencement of each of the initial Commissioning Tests and Performance Tests, Seller will deliver to GPC a supplement to Exhibit S (*Commissioning and Testing*) further outlining in detail the tests, procedures and protocols to be followed in conducting the Commissioning Tests or Performance Tests, as applicable. This supplement will include, at a minimum, provisions addressing: (a) commissioning and testing procedures for each item of Major Equipment; and (b) any other activities that, in accordance with Prudent Utility Practices, should be included. The Parties will promptly negotiate in good faith to mutually agree on modifications so that Exhibit S (*Commissioning and Testing*), as supplemented under this Section 10.2 (*Commissioning and Performance Tests*), is satisfactory to GPC (as agreed, the "**Commissioning and Test Plan**").

10.3 Cost and Direction. Seller will provide all materials, charging electricity, consumables, and stores, and personnel, necessary to supervise starting up and conducting the Commissioning Tests and the Performance Tests in accordance with the Commissioning and Test Plan, and will provide all necessary technical assistance and advice in connection with the Commissioning Tests and the Performance Tests. Except as approved by GPC in writing, Seller will not use personnel in excess of the normal contingent of Project operations staff to operate the Project during the Commissioning Tests and the Performance Tests. While training and conducting the Commissioning Tests and the Performance Tests, GPC's operating personnel will be working under the direction and instruction of Seller Parties, and Seller will be responsible for the accuracy of the instructions/directions provided to GPC's operating personnel.

10.4 GPC's Right to Validate Performance Tests. Seller will provide GPC: (i) at least 30 days' prior written notice of the anticipated date on which the Commissioning Tests and the Performance Tests will begin; (ii) at least five Business Days' prior notice of the actual date (or any change to the actual date) on which the Commissioning Tests and the Performance Tests will begin; and (iii) at least three Business Days' prior notice of any subsequent Performance Test. GPC will have the right to be present and observe the Commissioning Tests and the Performance Tests, and will have the right in advance or during the Commissioning Tests and the Performance Tests, to inspect and validate all meters, meter readings, and other pertinent data necessary to verify the results of the Commissioning Tests and the Performance Tests. GPC will provide reasonable notice to Seller of any observation and inspection, including the specific information desired, and method of obtaining information. Seller and GPC will coordinate such observation, inspection, and validation so as not to interfere with the Commissioning Tests and the Performance Tests, and to provide for a verifiable result.

10.5 Performance Test Reports. Within the period set forth in the Commissioning and Testing Plan, after the conclusion of each Performance Test, Seller will provide GPC with copies of the Performance Test results and a detailed written report about the results, any deficiencies indicated in such test results, and any actions taken or to be taken to correct any deficiencies. Upon the successful completion of a Performance Test, as demonstrated by a test report delivered to GPC under this Section 10.5 (*Performance Test Reports*) that is accepted by GPC in writing, the Performance Test will be deemed to have been passed on the date the successful Performance Test was concluded. Despite the successful conclusion of the Performance Test, Seller will diligently and expeditiously proceed with the correction of any deficiencies in the Project Equipment or Work noted during the Performance Test.

10.6 Failure on Tests or Inspection. Following any failed Performance Test, Seller will replace or repair the

applicable Work, Project Equipment or Materials, and re-submit the same for test or inspection in accordance with this Part 10 (*Performance Tests and Performance Guarantees*). In addition to its other rights under this BTA in connection with a failed Performance Test, all expenses reasonably incurred by or on behalf of GPC in connection with re-testing or inspection will be paid for by Seller.

PART 11. EXCUSABLE EVENTS

11.1 Force Majeure.

11.1.1. Definition of Force Majeure Event (FME). For the purpose of this BTA, an "**FME**" as to a Party means any event or circumstance, or combination of events or circumstances, that directly affects, prevents or delays that Party's ability to perform its obligations under this BTA (other than payment obligations) or, with respect to Seller, EPC Contractor's ability to perform the Work under the EPC Contract, if and to the extent that the event or circumstance: (i) arises after the Effective Date; (ii) is unforeseeable and not within the reasonable control, directly or indirectly, of the affected Party; (iii) could not have been prevented or mitigated by the reasonable efforts and due diligence (including the expenditure of commercially reasonable sums) of the affected Party; and (iv) is beyond the reasonable control of, and does not result from the affected Party's or its Related Persons' negligence or fault, or failure of the Party to perform its obligations under this BTA. So long as these criteria are met, examples of events and circumstances that are beyond the reasonable control of a Party include: expropriation; invasion; drought, landslide, tornado, hurricane, tsunami, flood, earthquake, and other acts of God; fire; abnormally severe weather conditions constituting at least a 25 year event according to the records of the National Oceanic and Atmospheric Administration for the vicinity of the affected location, explosion; plague or epidemics (including impacts from the spread of the COVID-19 coronavirus that are not known as the Effective Date); invasion, acts of terrorism, war (declared or undeclared) or other armed conflict; riot, revolution, insurrection or similar civil disturbance or commotion; acts of the public enemy; perils of sea; blockade; port closure; sabotage or vandalism; court orders or injunctions; strikes and other labor disputes (including collective bargaining disputes and lockouts) except as excluded below in this definition; industrywide shortages due to an FME of required materials, equipment, or labor; transportation accidents; delays in transportation due to closure of roads or other transportation route by Governmental Authorities or otherwise due to an FME; quarantines, embargoes, acts of expropriation; and other acts or omissions of a Governmental Authority (other than acts or omissions in response to acts or omissions of the affected Party, its Affiliates, Subcontractors or Related Persons or the employees and agents of any of them).

Despite any other provision in this BTA, in no event will any of the following constitute an "FME": (i) strikes and other labor disputes (including collective bargaining disputes and lockouts) directed exclusively at the affected Party, its Affiliates or Related Persons, unless the strike is part of a widespread or general strike extending beyond such Party, Affiliate or Related Person; (ii) unavailability, late delivery, failure, breakage or malfunction of equipment or materials, unless there is an independent, identifiable FME causing the condition; (iii) events that affect the cost of equipment or materials, unless there is an independent, identifiable FME causing the condition; (iv) economic hardship (including lack of money) of any entity or its Affiliates or their respective subcontractors or suppliers; (v) delays in transportation (including delays in clearing customs), other than delays in transportation resulting from accidents or closure of roads or other transportation route by Governmental Authorities, or otherwise due to an independent, identifiable FME causing the condition; (vi) actions of a Governmental Authority in respect of, or in relation to, or resulting from, a Party's non-compliance with applicable Laws, unless resulting from the other Party's negligence or intentional misconduct or breach of its obligations under this BTA; (vii) any action (including a withhold release order) taken under an Anti-Forced Labor Law, whether existing as of the Effective Date or imposed or applied after the Effective Date; or (ix) any disruptions to labor, materials, suppliers, manufacturing or market conditions in general in connection with the COVID-19 coronavirus pandemic existing as of the Effective Date; or (x) effects of the Ukraine Crisis existing on or that could reasonably be expected as of the Effective Date.

11.1.2. No Breach or Liability. If an FME occurs, subject to compliance with Section 11.1.3 (*Mitigation*), the affected Party will be excused from performance of its obligations under this BTA, and will not be considered to be in default in respect of its obligations to the extent that, and for so long as, failure to perform is due to an FME. Despite any other provision of this Section 11.1.2 (*No Breach or Liability*), no FME will relieve, suspend, or otherwise excuse: (i) any Party from performing any obligation to make any payment owed to another Party or Person (including Seller's obligation to pay Construction Costs other than any Post-Closing GPC EPC Change Order Costs); or (ii) Seller to indemnify, defend or hold harmless any Indemnified GPC Party in accordance with this BTA.

11.1.3. Mitigation. Following the occurrence of an FME, and as a condition to relief under Section 11.1.2 (*No Breach or Liability*), the affected Party must:

(i) give the other Party written notice as promptly as possible, but in no event later than 10 Business Days, after the occurrence of the FME. This notice must describe the particulars of, and any action that it has taken to avoid or minimize the effects of the FME;

(ii) continue to perform its obligations under this BTA to the extent not affected by the FME;

(iii) use all reasonable efforts to mitigate and overcome its inability to perform as soon as reasonably practicable;

(iv) subject to Sections 11.1.4 (*Burden of Proof and Supporting Documentation*) and 11.1.6 (*Extended FME*), provide the other Party with regular periodic updates with respect to the continuing effects of the FME, and the measures it is taking to mitigate and overcome the effects.

Despite the preceding sentences, if the affected Party fails to provide initial written notice within the 10 Business Day period or, following the affected Party's initial notice, the affected Party fails to provide reasonable reports and substantiation of the claimed FME as required by Sections 11.1.3 (*Burden of Proof and Supporting Documentation*), the event or condition will be deemed not to be an FME and the affected Party's performance will not be excused as a result of the FME.

11.1.4. Burden of Proof and Supporting Documentation. The burden of proof regarding whether an FME has occurred and the impact of the FME will be upon the affected Party. If the affected Party requests that its performance be excused because of an FME, then the affected Party must support its request with documentation demonstrating: (i) the existence of the FME; (ii) efforts by the affected Party to overcome or mitigate the effect of the FME; and (iii) following the conclusion of the FME, an analysis of the number of days the FME delayed or otherwise prevented the performance of the affected Party's obligations, or satisfaction of any condition of this BTA. The affected Party must provide the required documentation by no later than 5 Business Days after the date the FME concludes.

11.1.5. Schedule Adjustments. Subject to the requirements of this Section 11.1 (*Force Majeure*), if and to the extent the affected Party demonstrates that: (i) an FME has or will have a material impact on its ability to perform its obligations in accordance with the Project Schedule; or (ii) in the case where Seller is the affected Party, Seller demonstrates that an FME has or will have an impact that will increase Seller's Construction Costs, then, subject to Section 9.2.5 (*Adjustments to Purchase Price*) the Parties will enter into a Change Order in accordance with the provisions of Section 9.2.3(ii) (*Required Change Orders*). For clarity, Seller is only entitled to an adjustment to the Purchase Price in connection with an FME in accordance with and subject to the provisions of Section 9.2.5.

11.1.6. Extended FME. If the affected Party has reason to believe that an FME will result in an Extended FME, that Party must notify the other Party promptly and submit an "**FME Remedy Plan**" to the other Party within 30 days after the affected Party's initial notice to the other Party. In addition, if the other Party has reason to believe that an FME will be an Extended FME, the other Party may request that the affected Party submit an FME Remedy Plan to it, which the affected Party will submit within 30 days after the request. The FME Remedy Plan must set forth a plan and schedule for mitigation and other remedial measures, including a description of necessary repairs, improvements, changes to operations, or other actions to cure the effects of the FME, and to enable the affected Party to perform its obligations and resume full performance of the suspended obligations under this BTA as soon as reasonably practicable. The affected Party will diligently pursue the performance of the FME Remedy Plan to completion, and the following conditions will apply:

(i) while an FME Remedy Plan is in effect, the Party prevented from performing its obligations due to an Extended FME must provide monthly status reports to the other Party, notifying the other Party of the implementation of the FME Remedy Plan, including the steps taken to remedy the Extended FME, any changes to the FME Remedy Plan, and the expected remaining duration of the Party's inability to perform its obligations, as well as any additional relevant information that may be reasonably requested by the other Party. The affected Party must modify the FME Remedy Plan if and as needed to achieve the objective of resuming full performance of the suspended obligations under this BTA as soon as reasonably practicable;

(ii) the Party not prevented from performing its obligations due to an Extended FME may at any time terminate this BTA effective upon 10 days' prior written notice to the affected Party, if: (a) the affected Party does not or cannot implement the remedy for an FME; or (b) the affected Party

remains unable to perform its obligations under this BTA 12 months following the initial suspension of performance due to the FME. The 12-month period need not be continuous if, and only if, each period of suspension of performance comprising the 12-month period is the result of a common cause such that, if the cause had been cured following the first suspension of performance, the additional suspensions of performance would not have occurred; and

(iii) upon termination of this BTA as provided in this Section 11.1.6 (*Extended FME*), the Parties will have no further liability or obligation to each other, except for any obligation arising prior to the date of such termination.

11.2 Change in Law. If and to the extent Seller demonstrates that a Change in Law: (i) results in a demonstrated delay in the progress of the Work in meeting any Critical Milestone by its appliable Critical Milestone Completion Date; or (ii) has, or will have, an impact that will increase Seller's Construction Costs, then, subject to Section 9.2.5 (*Adjustments to Purchase Price*), the Parties will enter into a Change Order in accordance with the provisions of Section 9.2.3(ii) (*Required Change Orders*). However, the Party affected by any Change in Law must use reasonably diligent efforts to take appropriate measures to avoid or mitigate the effect of the event.

11.3 GPC-Caused Delay. If and to the extent Seller demonstrates that a GPC-Caused Delay: (a) results in a demonstrated delay in the progress of the Work in meeting any Critical Milestone by its appliable Critical Milestone Completion Date; or (b) has or will have an impact that will increase Seller's Construction Costs, then the Parties will enter into a Change Order in accordance with the provisions of Section 9.2.3 (*Required Change Orders*).

11.4 Insufficient Insolation Days. If: (i) Seller commences the Fifteen Day Performance Ratio Test at least 15 days prior to the Guaranteed Substantial Completion Date; and (ii) Seller is unable to achieve Substantial Completion by the Guaranteed Substantial Completion Date because more than 15 days are required to complete the Fifteen Day Performance Ratio Test due to Insufficient Insolation Days, then GPC will issue a Change Order extending the Guaranteed Substantial Completion Date by the incremental number of days beyond 15 days that are required to complete the Fifteen Day Performance Ratio Test due to Insufficient Insolation Days, and such Change Order will be Seller's sole and exclusive remedy for any Insufficient Insolation Days. For the avoidance of doubt: (a) Seller is not entitled to any extension of the Guaranteed Substantial Completion Date for Insufficient Insolation Days if Seller commences the Fifteen Day Performance Ratio Test less than 15 days prior to the Guaranteed Substantial Completion Date; and (ii) Seller is not entitled to any increase in the Purchase Price as a result of any Insufficient Insolation Days.

PART 12. STAGES OF COMPLETION; DELAY LIQUIDATED DAMAGES

12.1 Completion Milestones. Seller will cause the EPC Contract to include the following Critical Milestones as milestones for completion:

(i) Mechanical Completion;

(ii) Substantial Completion; and

(iii) Final Completion.

12.2 Mechanical Completion.

12.2.1. Certificate of Mechanical Completion. Seller will provide GPC with no less than 10 Business Days' notice prior to its expected delivery of the Certificate of Mechanical Completion. When Seller determines that the Work satisfies the requirements for Mechanical Completion set forth in Exhibit W-1 (*Mechanical Completion Criteria*), Seller will so notify GPC and provide GPC a certificate in the form of Exhibit H-1 (*Form of Mechanical Completion Certificate*) certifying that Mechanical Completion has been achieved, and the date thereof (the "**Certificate of Mechanical Completion**").

12.2.2. GPC's Review of Mechanical Completion Certificate. Within five Business Days after receipt of each Certificate of Mechanical Completion, GPC will either: (i) reject the Certificate of Mechanical Completion, specifying the reasons therefor; or (ii) accept the Certificate of Mechanical Completion by countersigning the Certificate of Mechanical Completion, in which case, Mechanical Completion will be deemed to occur on the date set forth in the Certificate of Mechanical Completion. Any failure of GPC to respond within this five-Business Day period may serve as the basis for a Required Change Order due to a GPC-Caused Delay in accordance with Section 11.3 (*GPC-Caused Delay*).

12.2.3. Resubmission of Mechanical Completion Certificate. If GPC rejects a Certificate of Mechanical Completion, then Seller will promptly provide GPC with a plan and schedule for remedying the deficiencies specified by GPC, and will carry out the plan at its own cost and expense. Upon completion of any

remedial work and Seller's belief that it has satisfied the requirements for Mechanical Completion, Seller will issue a new Certificate of Mechanical Completion to GPC under Section 12.2.1 (*Certificate of Mechanical Completion*). This procedure will be repeated until GPC accepts the Certificate of Mechanical Completion under Section 12.2.2(ii) (*GPC's Review of Mechanical Completion Certificate*). Disputes as to whether Seller has achieved Mechanical Completion will be resolved under Part 19 (*Dispute Resolution; Governing Law*).

12.2.4. Minimum Nameplate Capacity Required to Achieve Mechanical Completion. In no event will Mechanical Completion be achieved if the installed nameplate capacity of the Project is less than 95% of the Project Nameplate Capacity.

12.3 No Energization. Seller will refrain from performing Energization and Synchronization on, or placing into service, the Project (or any part, block, or circuit of the Project) until: (a) Seller has achieved Mechanical Completion as evidenced by receipt of an approved Certificate of Mechanical Completion from GPC; and (b) Seller receives written direction from GPC to perform the same ("**Energization Notice**"). **Seller expressly acknowledges that Seller's undertaking Energization and Synchronization prior to receipt of a written Energization Notice from GPC to proceed may result in significant economic damage to GPC, for which GPC retains all rights for recovery available to it under Law and equity, and the Parties explicitly agree that damages arising from Seller's undertaking any such action prior to receipt of an Energization Notice from GPC, if any, will not be considered consequential damages under this BTA**.

12.4 Substantial Completion.

12.4.1. Certificate of Substantial Completion. Seller will provide GPC with no less than 10 Business Days' notice prior to its expected delivery of the Certificate of Substantial Completion. When Seller determines that the Work satisfies the requirements for Substantial Completion set forth in Exhibit W-2 (*Substantial Completion Criteria*), Seller will notify GPC and provide GPC a certificate in the form of Exhibit H-2 (*Form of Substantial Completion Certificate*) certifying that Substantial Completion has been achieved, and the date thereof (the "**Certificate of Substantial Completion**").

12.4.2. GPC's Review of Substantial Completion Certificate. Within five Business Days after receipt of each Certificate of Substantial Completion, GPC will either: (i) reject the Certificate of Substantial Completion, specifying the reasons therefor; or (ii) accept the Certificate of Substantial Completion by countersigning the Certificate of Substantial Completion, in which case, Substantial Completion will be deemed to occur on the date set forth in the Certificate of Substantial Completion. Any failure of GPC to respond within this five-Business Day period may serve as the basis for a Required Change Order due to a GPC-Caused Delay in accordance with Section 11.3 (*GPC-Caused Delay*).

12.4.3. Resubmission of Substantial Completion Certificate. If GPC rejects a Certificate of Substantial Completion, then Seller will promptly provide GPC with a plan and schedule for remedying the deficiencies specified by GPC, and will carry out the plan at its own cost and expense. Upon completion of such remedial work and Seller's belief that it has satisfied the requirements for Substantial Completion, Seller will issue a new Certificate of Substantial Completion to GPC under Section 12.4.1 (*Certificate of Substantial Completion*). This procedure will be repeated until GPC accepts the Certificate of Substantial Completion under Section 12.4.2(ii) (*GPC's Review of Substantial Completion Certificate*). Disputes as to whether Seller has achieved Substantial Completion will be resolved under Part 19 (*Dispute Resolution; Governing Law*).

12.5 Punch List Items.

12.5.1. Punch List. GPC will begin to compile a preliminary punch list as the Work progresses, and will work with Seller in good faith to mutually determine the Dollar value of this list. GPC will submit to Seller the completed preliminary punch list at least 15 Business Days prior to the anticipated Substantial Completion Date. At least five Business Days prior to the anticipated Substantial Completion Date, Seller and GPC will mutually agree on the final punch list of items, the value related thereto, and on a schedule for completion of the items (the "**Punch List**"). All of the items on the Punch List will be completed expeditiously after the Substantial Completion Date in accordance with the schedule for completion provided as part of the Punch List. GPC will provide Seller reasonable access to the Work for this purpose.

12.5.2. Removal of Seller's Equipment. Prior to Final Completion, Seller will remove from the Project Site all of Seller's equipment, materials, temporary structures constructed by or on behalf of Seller or other items of any nature required for execution or completion of the Work, but excluding equipment, materials, appliances, or other items intended to form or forming part of the Work, including the Project

Equipment, Materials, and the Project.

12.6 Final Completion.

12.6.1. Certificate of Final Completion. Seller will provide GPC with no less than 10 Business Days' notice prior to its expected delivery of the Certificate of Final Completion. When Seller determines that the Work satisfies the requirements for Final Completion set forth in Exhibit W-3 (*Final Completion Criteria*), Seller will so notify GPC and provide GPC a certificate in the form of Exhibit H-3 (*Form of Final Completion Certificate*) certifying that Final Completion has been achieved, and the date thereof (the "**Certificate of Final Completion**").

12.6.2. GPC's Review of Final Completion Certificate. Within five Business Days after receipt of each Certificate of Final Completion, GPC will either: (i) reject the Certificate of Final Completion, specifying the reasons therefor; or (ii) accept the Certificate of Final Completion by countersigning the Certificate of Final Completion, in which case, Final Completion will be deemed to occur on the date set forth in the Certificate of Final Completion. Any failure of GPC to respond within this five-Business Day period may serve as the basis for a Required Change Order due to a GPC-Caused Delay in accordance with Section 11.3 (*GPC-Caused Delay*).

12.6.3. Resubmission of Final Completion Certificate. If GPC rejects a Certificate of Final Completion, then Seller will promptly provide GPC with a plan and schedule for remedying the deficiencies specified by GPC, and will carry out the plan at its own cost and expense. Upon completion of remedial work and Seller's belief that it has satisfied the requirements for Final Completion, Seller will issue a new Certificate of Final Completion to GPC under Section 12.6.1 (*Certificate of Final Completion*). This procedure will be repeated until GPC accepts the Certificate of Final Completion under Section 12.6.2(ii) (*GPC's Review of Final Completion Certificate*). Disputes as to whether Seller has achieved Final Completion will be resolved under Part 19 (*Dispute Resolution; Governing Law*).

12.7 Risk of Loss; Care, Custody and Control. Seller will be responsible for risk of loss of the Work, including all Project Equipment, Materials, and the Project, and will make good at Seller's own cost and expense, any loss or damage that may occur to the Work or any part of the Work from any cause whatsoever on or before the Substantial Completion Date. Care, custody, and control of the Work, including all Project Equipment, Materials, and the Project, will be transferred to GPC on the Substantial Completion Date. However, Seller will remain responsible for any loss or damage to the Work, including all Project Equipment, Materials, and the Project to the extent caused by any acts or omissions of Seller or any Seller Parties after the Substantial Completion Date until Final Completion.

12.8 Delay Liquidated Damages.

12.8.1. Mechanical Completion Delay LDs. If the Project fails to achieve Mechanical Completion on or before the Outside Closing Date, Seller will pay GPC liquidated damages in an amount equal to $30,000 per day for each day of delay until the Mechanical Completion Date (the "**Mechanical Completion Delay Liquidated Damages**").

12.8.2. Substantial Completion Delay LDs. If the Project fails to achieve Substantial Completion on or before the Guaranteed Substantial Completion Date, Seller will pay GPC liquidated damages in an amount equal to $30,000 per day for each day of delay until the Substantial Completion Date (the "**Substantial Completion Delay Liquidated Damages**").

12.9 Delay Liquidated Damage Payment. Subject to Section 12.10 (*Certain Liquidated Damages Refunded*), GPC will deduct: (i) Delay Liquidated Damages owed under Section 12.8.1 (*Mechanical Completion Delay LDs*) from the Closing Payment amount due under Section 1.4.2 (*Closing Payment*); and (ii) Delay Liquidated Damages owed under Section 12.8.2 (*Substantial Completion Delay LDs*) from the payment of the remainder of the Purchase Price due at Substantial Completion under Section 1.4.3 (*Substantial Completion Payment*).

12.10 Certain Liquidated Damages Refunded. If the Project achieves Substantial Completion on or before the close of business on the Guaranteed Substantial Completion Date, then Seller will not be liable for any Mechanical Completion Delay Liquidated Damages, and GPC will refund to Seller any Mechanical Completion Delay Liquidated Damages withheld by GPC within 30 days after the Substantial Completion Date.

PART 13. DRAWINGS

13.1 Drawings Generally.

13.1.1. Contract Documentation and Drawing List. Following receipt and approval of the Project

Schedule, Seller will prepare a contract documentation and drawing list identifying those key drawings, data, calculations (as required for regulatory purposes and consents), drawings, technical specifications, and concepts required for review for conformance with this BTA. Seller will, within the time detailed in the Project Schedule or elsewhere in this BTA, including Exhibit Q (*Contractor Deliverables Table*), submit to GPC in hard copy and electronic form (the specific form of which will be agreed to by the Parties), and in in accordance with: (a) the Technical Specifications; (b) Exhibit Q (*Contractor Deliverables Table*); and (c) the "Document Submittal Specifications" in Exhibit P (*Additional Compliance Requirements*), such key data, calculations, drawings, technical specifications, and concepts. Seller will timely submit to GPC's Authorized Representative drawings of temporary and permanent buildings and structures and any other information required under the terms and conditions of any Consent, license, and planning permission obtained or to be obtained by Seller or GPC.

13.1.2. Disapproval by GPC. GPC may, in its discretion, disapprove any drawing, so long as it notifies Seller of its disapproval within 10 Business Days after receipt. Seller will supply additional copies of documents or information (including calculations) in the form and numbers stated in this BTA. Without waiver of or prejudice to any rights of GPC, Seller will bear all risk in relation to its performance of Work arising from or in relation to all documents or information (including calculations).

13.2 GPC's Design Review.

13.2.1. Review. Seller will ensure that the EPC Contract provides GPC and its designated Representative (the "**GPC Design Review Parties**") with commercially reasonable review rights, in respect of certain design drawings, specifications, and similar documents which will set forth in detail the requirements for the construction of the Project, including the right to review: (i) 30% systems designs; (ii) 60% systems designs; (iii) 90% systems designs; and (iv) issued for construction designs ("**Design Documents**"). The Design Documents will incorporate engineering and design specifications for the Project for an installed capacity equal to the Project Nameplate Capacity.

13.2.2. GPC's Comments. The GPC Design Review Parties will have 15 Business Days from receipt of the Design Documents to provide comments. Any comments will address conformance of the Design Documents to the Technical Specifications and the Transaction Documents.

13.2.3. Resubmitting Design Documents. If the GPC Design Review Parties timely provide comments on any Design Documents, Seller Parties must resubmit revised Design Documents that are responsive to such comments. The GPC Design Review Parties will then have 10 Business Days from receipt of the resubmission to provide any additional comments. The Seller Parties may only proceed with the Work once the GPC Design Review Parties either approve the Design Documents without comment, or offer written consent that the comments do not have to be incorporated into the Design Documents.

13.2.4. Delay or Lack of Comments. A delay or lack of comments from the GPC Design Review Parties will not relieve the Seller from meeting its obligations under this BTA or the EPC Contractor from meeting its obligations in the EPC Contract, and GPC reserves the right to allow the work to proceed "under protest."

13.3 Documents not in Accordance with BTA. Any documents or information (including calculations) that the GPC Design Review Parties identify as not in compliance with this BTA will be modified to be in compliance and resubmitted without delay.

13.4 Drawings Submitted. Seller will not deviate from drawings accepted or approved by GPC Design Review Parties or issued by Seller as approved for construction, except with the prior written consent of GPC.

13.5 Inspection of Drawings. Seller will maintain and provide GPC from time to time, or upon request of GPC, a complete list of drawings, identifying which are approved for construction. GPC Design Review Parties will have the right at all reasonable times to inspect all drawings of any part of the Work.

13.6 GPC's Use of Drawings.

13.6.1. Work for Hire. Drawings and information created by Seller Parties for purposes of designing, developing, constructing, commissioning, and operating the Project constitute "work made for hire," and Seller transfers and assigns all rights in and to such drawings and information to GPC. The EPC Contract will similarly require that EPC Contractor transfer and assign to GPC all rights in and to such drawings and information.

13.6.2. Use. Drawings and information supplied by Seller Parties that are not created by Seller specifically for or in connection with the Project, but that are necessary or useful for the operation and maintenance

of the Project, the Work, or any portion of thereof, may be used by GPC for the purposes of completing, maintaining, operating, improving, adapting, renewing, enlarging, dismantling, re-assembly, adjusting, and repairing the Work, and for any other legal purpose, under the license granted in Section 13.6.3 (*License*).

13.6.3. License. Seller grants to GPC an irrevocable, perpetual, royalty free license to use all drawings and information provided under this BTA, including the Design Documents, for the purposes described in Section 13.6.2 (*Use*), and Seller will provide GPC with copies of such drawings and information.

13.7 Errors in Drawings Supplied by Seller.

13.7.1. Errors. Seller will be responsible for the accuracy, completeness, and suitability of all drawings, samples, patterns, models, calculations, or information submitted by Seller Parties in connection with the Work. No review, inspection, or approval by GPC or any GPC Design Review Party of any drawing, sample, pattern, model, calculation, or information submitted by any Seller Party will relieve Seller of any responsibility or liability imposed on it by any provisions of this BTA, and Seller will be fully responsible for any errors, omissions, or discrepancies therein.

13.7.2. Delay, Seller will bear all third-party costs Seller or GPC may incur as a result of delay in providing any drawings, samples, patterns, models, calculations, or information or as a result of material errors, omissions, discrepancies or correction.

13.7.3. Seller Responsibility. Seller will, at its sole cost and expense, carry out or cause to be carried out, any alterations or remedial work necessitated by errors, omissions, or discrepancies for which it is responsible and modify the drawings, samples, patterns, models, calculations, or information accordingly.

PART 14. WARRANTIES OF WORK

14.1 Warranties. Seller will cause the EPC Contractor and each Major Subcontractor to provide a warranty under the EPC Contract or Major Supply Agreement, as applicable (the "**Warranty**"), for the duration of the applicable Warranty Period, as set forth in this Part 14 (*Warranties of Work*). The scope of the Warranty will include:

(i) that the Project and all Project Equipment and Materials, and other Work furnished by EPC Contractor or Major Subcontractor, as applicable, including installation will: (a) be free from defects in design, engineering, construction, fabrication, workmanship and materials (collectively, "**Defects**," and individually "**Defect**"); (b) be new and unused (except for use as part of the Project); (c) be of good quality, undamaged and in good condition; and (d) conform to the applicable requirements of this BTA and the other Transaction Documents, including the Technical Specifications, in each case, in effect as the Substantial Completion Date;

(ii) that the procurement, design, engineering, and construction services included as part of the Work will: (a) be performed, as applicable, with EPC Contractor's and each Major Subcontractor's best skill and judgment, in a good and workmanlike manner; (b) will conform to and be designed, engineered and constructed in accordance with Prudent Utility Practices, applicable Laws, and the Project Permits, in each case, in effect as of the Substantial Completion Date; and (c) will conform with, and be designed and engineered: (1) according to the professional standards and skill, expertise, and diligence of design professionals regularly involved in solar power projects similar to the Project; and (2) in conformity with the Technical Specifications;

(iii) that the completed Work will perform its intended function as a complete, integrated solar energy generation operating system as explicitly described or implied in the Technical Specifications;

(iv) that all software provided by Seller as part of the Work will: (a) be free from defects; (b) perform in accordance with its intended purpose; and (c) appropriately and effectively interface all applicable Project Equipment, without defect, failure, interference or complication, and without any errors caused by an incorrect operation of the unmodified computer code in the software or any flaw in the same that produces incorrect results;

(v) that none of the Work, the Project, the Project Equipment, the Materials, the final plans or the design, engineering, and other services rendered by EPC Contractor or any Major Subcontractor, nor the use or ownership by GPC in accordance with the licenses granted under this BTA, infringes, violates or constitutes a misappropriation of any Intellectual Property Rights of any third party; and

(vi) that no advisory, bulletin, notice, product modification or other technical publication issued by a Major Equipment Supplier ("**Major Equipment Supplier Publication**") will mandate a repair, modification, or replacement of one or more parts or components of the Major Equipment to address issues of personnel safety, reliability or integrity of the Major Equipment, or to assure continued safe and reliable operation thereof.

14.2 Warranty Exclusions. The Warranty will not extend to Defects or deficiencies to the extent resulting from: (i) operation by GPC's personnel in a manner inconsistent with or contrary to instructions contained in the operation and maintenance manuals provided by Seller under Section 6.11 (*Drawings and Manuals*); (ii) repairs or alterations by GPC's personnel in a manner inconsistent with or contrary to instructions provided by Seller, or as contained in the operation and maintenance manuals provided by Seller under Section 6.11; or (iii) normal wear and tear.

14.3 Gap Warranty. Seller will provide a gap warranty (the "**Gap Warranty**") for the duration of the applicable Warranty Period, as set forth in this Part 14 (*Warranties of Work*). The scope of the Gap Warranty will include:

(i) that the Project and all Project Equipment and Materials, and other Work furnished by Seller, including installation will: (a) be free from improper workmanship and Defects; (b) be new and unused; (c) be of good quality, undamaged, and in good condition; and (d) conform to the applicable requirements of this BTA and the other Transaction Documents, including the Technical Specifications, in each case, in effect as of the Final Completion Date;

(ii) that the procurement, design, engineering, and construction services performed by Seller or any Seller Party as part of the Work (including for the avoidance of doubt, Work related to installation of the Project Equipment) will: (a) be performed with such Person's best skill and judgment, in a good and workmanlike manner; (b) will conform to and be designed, engineered, and constructed in accordance with the terms and conditions of the Transaction Documents, including the Technical Specifications, Prudent Utility Practices, applicable Laws, and the Project Permits, in each case, in effect as of the Final Completion Date; and (c) will conform with, and be designed and engineered: (1) according to the professional standards and skill, expertise, and diligence of design professionals regularly involved in solar energy projects similar to the Project; and (2) containing the Project Equipment, Materials, and supplies described in the Technical Specifications;

(iii) that the completed Work will perform its intended function as a complete, integrated solar energy generation operating system as explicitly described or implied in the Technical Specifications;

(iv) that all software provided as part of the Work will: (a) be free from defects; (b) perform in accordance with its intended purpose; and (c) appropriately and effectively interface all applicable Project Equipment, without defect, failure, interference or complication, and without any errors caused by an incorrect operation of the unmodified computer code in the software or any flaw in the same that produces incorrect results; and

(v) that none of the Work, the Project, the Project Equipment, the Materials, the final plans or the design, engineering, and other services rendered by Seller or a Seller Party under this BTA, nor the use or ownership thereof by GPC in accordance with the licenses granted under this BTA, infringes, violates, or constitutes a misappropriation of any Intellectual Property Rights of any third party.

14.4 Warranty Period.

14.4.1. General Warranty Period. Subject to the provisions in this Part 14 (*Warranties of Work*), the Warranty will remain in full force and effect for a period beginning on the Substantial Completion Date and ending on the date 24 months after the Substantial Completion Date (the "**Warranty Period**"). However, if a Serial Defect occurs within the Warranty Period, then the Warranty Period for that type of component will be automatically extended for all components of that type for an additional 12 months from the date of the failure that caused the Serial Defect.

14.4.2. Extended Warranty Period for Certain Equipment. Seller will cause the EPC Contractor to: (a) obtain warranty coverage for the modules that: (i) endures for a period of not less than 10 years, after the Substantial Completion Date, and includes the supply of repaired or replacement parts as required to remedy defects in the modules for the Project, and the supply of all "in and out" labor to remove defective parts and install repaired or replacement parts; and (ii) includes a power output warranty with a warranty

period of no less than 25 years; (b) obtain warranty coverage for the transformers (including on-load tap changers) that endures for a period of not less than 5 years after the Substantial Completion Date, and includes the supply of repaired or replacement parts as required to remedy defects in the transformers for the Project, and the supply of all "in and out" labor to remove defective parts, and install repaired or replacement parts; (c) obtain warranty coverage for the inverters that endures for a period of not less than 10 years after the Substantial Completion Date, and includes the supply of repaired or replacement parts as required to remedy defects in the inverters for the Project, and the supply of all "in and out" labor to remove defective parts, and install repaired or replacement parts; (d) obtain warranty coverage covering the supply of repaired or replacement parts as required to remedy defects in the drive components for the [trackers for the Project (which includes motor, gear and controller)][4] supplied by or through EPC Contractor that : (i) endures for a period of not less than 5 years after delivery to the Project Site, and includes the supply of repaired or replacement parts as required to remedy defects in the structural components for the trackers, and that endures for a period of not less than 10 years after delivery to the Project Site; and (e) obtain warranty coverage for the combiner boxes that endures for a period of not less than 5 years after the Substantial Completion Date, and includes the supply of repaired or replacement parts as required to remedy defects in the combiner boxes for the Project, and the supply of all "in and out" labor to remove defective parts, and install repaired or replacement parts. Seller will deliver to GPC, promptly following execution or receipt of the applicable Project Contract, a copy of these warranties (the "**Major Equipment Warranty Requirements**").

14.5 Repair of Defects. If GPC or Seller discovers that the Work, or any portion of the Work, fails to meet the Warranty, then it will notify the other Party of the failure within a reasonable time after discovery. Upon receipt of such notice, Seller will: (a) cure the failure, or cause the failure to be cured, in accordance with the Warranty, so to remedy the Defect and any resulting property damage resulting therefrom, and re-perform the Work, including any engineering, repairing, modifying, replacing, disassembling, removing, transporting, storing, re-assembling or re-performing the affected portion of the Work and other property, in each case in accordance with this Section 14.5 (*Repair of Defects*); and (b) perform any tests as GPC may reasonably require to demonstrate the cure of the failure. Seller will coordinate repairing, replacing or re-performing any of the Work with EPC Contractor and GPC so as to minimize any adverse effects on the operation of the Project.

14.6 Right to Self-Perform. If the Seller does not commence, or cause the commencement of, the Warranty service within five Business Days after receipt of notice from GPC, then GPC may perform or have performed by a qualified third party, the necessary remedy consistent with the requirements set forth in this BTA with respect to the Work, and Seller will be liable for all actual documented costs, charges, and expenses (including transportation, labor, and travel costs) incurred by GPC in connection with the remedy. Such corrective work will not void the Seller's or EPC Contractor's Warranty obligations except in the case of GPC's (or such third party's) gross negligence or willful misconduct.

14.7 Warranty Period Extension. Any Work re-performed, and any part of the Project Site that is reworked, repaired or replaced in satisfaction of Seller's or EPC Contractor's obligations in connection with the Warranty will be re-warranted under the same Warranty set forth in this Part 14 (*Warranties of Work*), and Seller and EPC Contractor, as applicable, will have the same obligations in relation thereto as set forth in this Part 14 (*Warranties of Work*) until the later of: (a) 12 months from the date of re-performance, rework, repair or replacement is completed; or (b) the end of the original Warranty Period.

14.8 Serial Defects. If a Serial Defect occurs during the Warranty Period, Seller will, or will case EPC Contractor to:

(i) prepare a root cause report for the component(s) subject to the Serial Defect and deliver the report to GPC within 10 Business Days after the discovery or notice of a Serial Defect, including the proposed solution and the planned method for redesign or repair, and retrofit of the component(s) for which the Serial Defect occurred and any related Work;

(ii) at its sole cost, undertake any action required to give effect to the solution for the Serial Defect, which solution will: (a) be applied to all of the Project Equipment or Work that have substantially the same defect or failure to perform, regardless of whether or not the Project Equipment or Work has yet to exhibit the adverse consequences of the Defect or other root cause; (b) address the cause, and not just the effect, of the Serial Defect; and (c) bring the Project

[4] *To be modified if fixed-tilt system is used.*

Equipment and the Work into compliance with the Warranty requirements of this BTA (the "**Serial Defect Warranty Work**"). The solution will also specify the period after which the Serial Defect Warranty Work is required to be completed (the "**Serial Defect Warranty Work Completion Date**"); and

(iii) without limiting the generality of the foregoing, if the root cause is determined to be a design defect, the remedy will include prosecuting and administering the applicable Project Equipment warranty with the manufacturer to ensure the manufacturer formulates a reasonable retrofit design that resolves the cause and effect of such component(s) and causes all affected components of the Project to be retrofitted with the new design as promptly as possible.

14.9 Assignment of Warranties. Unless otherwise assigned under a Major Supply Agreement, the EPC Contract will require EPC Contractor to assign to GPC all of EPC Contractor's rights with respect to any outstanding Major Equipment warranties that are in effect upon the earlier of: (i) any termination of this BTA after the Closing Date; or (ii) the end of the Warranty Period. Seller will be responsible for ensuring that any such warranties are freely assignable to GPC without the prior consent of the applicable Subcontractor, and Seller will provide all necessary cooperation and assistance to GPC with respect to the assignment of any such warranties.

14.10 Exclusive Warranties. The Warranties in this Part 14 (*Warranties of Work*) are exclusive and are in place of all other warranties, whether statutory, express, or implied (including all warranties of merchantability and fitness for a particular purpose, and all warranties arising from course of dealing or usage of trade).

PART 15. DEFAULT

15.1 Seller Default. Seller will be in default (a "**Seller Default**") if:

(i) Seller fails to pay GPC any undisputed amount due GPC under this BTA, and the failure continues for 15 Business Days after Seller receives notice from GPC;

(ii) Seller fails to pay EPC Contractor any undisputed amount due EPC Contractor under the EPC Contract, and the failure continues for 15 Business Days after Seller receives notice from GPC;

(iii) Seller fails to deliver and maintain any Performance Security required under Part 4 (*Performance Security*), and the failure continues for seven Business Days after Seller receives notice from GPC;

(iv) EPC Contractor fails to deliver and maintain any "Performance Security" required under the EPC Contract, and the failure continues for five Business Days after Seller receives notice from GPC;

(v) Seller fails to achieve: (a) Mechanical Completion within 60 days after the Outside Closing Date; or (b) Substantial Completion within 60 days after the Guaranteed Substantial Completion Date;

(vi) Seller fails in any material respect to comply with any of its other material obligations under this BTA (not otherwise described in this Section 15.1 (*Seller Default*)), and the failure continues for 30 days after Seller receives notice from GPC. However, the period of 30 days will be extended for a period not to exceed an additional 30 days if: (a) the breach is reasonably capable of cure, and curing the breach reasonably requires more than 30 days; (b) Seller commences the cure as soon as reasonably practicable after Seller receives notice of the breach; and (c) Seller continuously and diligently pursues the cure;

(vii) Seller, or a Person providing Performance Security on behalf of Seller, becomes Insolvent; or

(viii) any representation or warranty made by Seller for which an express remedy is not provided proves to have been false in any material respect as of the date made or deemed made, unless the circumstances that make such representation or warranty false are subject to cure or remedy by Seller within a period of 30 Business Days, and Seller is diligently pursuing the cure or remedy, in which case the representation or warranty being false in any material respect will not become a Seller Default until 30 Business Days after Seller receives notice from GPC (unless the representation and warranty is no longer false in any material respect).

15.2 GPC Default. GPC will be in default (a "**GPC Default**") if:

(i) GPC fails to pay Seller any undisputed amount due Seller under this BTA, and the failure continues for 15 Business Days after GPC receives notice from Seller;

(ii) GPC fails in any material respect to comply with any of its other material obligations under this BTA (not otherwise described in this Section 15.2 (*GPC Default*)) and the failure continues for 30 days after GPC receives notice from Seller. However, the period of 30 days will be extended for a period not to exceed an additional 30 days if: (a) the breach is reasonably capable of cure, and curing the breach reasonably requires more than 30 days; (b) GPC commences the cure as soon as reasonably practicable after GPC receives notice of the breach; and (c) GPC continuously and diligently pursues the cure;

(iii) GPC becomes Insolvent; or

(iv) any representation or warranty made by GPC for which an express remedy is not provided proves to have been false in any material respect as of the date made or deemed made, unless the circumstances that make the representation or warranty false are subject to cure or remedy by GPC within a period of 30 Business Days and GPC is diligently pursuing the cure or remedy, in which case the representation or warranty being false in any material respect will not become a GPC Default until 30 Business Days after GPC receives notice from Seller (unless the representation and warranty is no longer false in any material respect).

15.3 Remedies on Default.

15.3.1. Cure Rights. Upon receipt of any notice from GPC that Seller is in default of any of its obligations under this BTA or any of the other Transaction Documents, in addition to any other rights GPC may have under this BTA, at Law, or in equity, GPC will have the right, but not the obligation, to cure any Seller Default under this BTA or any other Transaction Document. If GPC at any time exercises its right under this Section 15.3.1 (*Cure Rights*), Seller will indemnify and hold harmless GPC from and against any costs incurred by GPC to exercise its right under this Section 15.3.1 (*Cure Rights*).

15.3.2. No Excuse. Notwithstanding the exercise by GPC of any of its rights under Section 15.3.1 (*Cure Rights*), nothing set forth in this Section 15.3 (*Remedies on Default*) will excuse Seller of its obligations to remedy a Seller Default and perform its obligations under this BTA.

PART 16. TERMINATION FOR DEFAULT

16.1 Termination by GPC. Upon the occurrence and continuation of a Seller Default, this BTA will terminate upon delivery to Seller of a written notice of termination after the end of the applicable cure period provided in Section 15.1 (*Seller Default*), and if no cure period is provided in Section 15.1, then 14 days after delivery to Seller of a written notice of termination. In the event of a termination by GPC under this Section 16.1 (*Termination by GPC*), Seller will owe GPC the Termination Payment Amount and GPC may retain any Upgrade Security pursuant to Section 1.8 (*Grid Improvements*).

16.2 Termination by Seller. Upon the occurrence and continuation of a GPC Default, this BTA will terminate upon delivery to GPC of a written notice of termination after the end of the applicable cure period provided in Section 15.2 (*GPC Default*), and if no cure period is provided in Section 15.2, then 14 days after delivery to GPC of a written notice of termination. Despite any other provision in this BTA, in the event of a termination by Seller under this Section 16.2 (*Termination by Seller*) with respect to a GPC Default under Section 15.2(i) (*GPC Default*), GPC will owe Seller the Termination Payment Amount.

16.3 Exclusive Remedies. The rights and remedies of Seller set forth in Section 16.2 (*Termination by Seller*) for a GPC Default are the exclusive rights and remedies of Seller, and no other remedies of any kind whatsoever exist or apply if there is a GPC Default or termination of this BTA by Seller in accordance with this Part 16 (*Termination for Default*).

PART 17. RISK AND CLAIMS

17.1 Survival of Representations, Warranties, and Covenants. All representations and warranties made by Seller or GPC in this BTA will survive 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 statute of limitations (giving effect to any extensions or waivers thereof). The covenants and agreements of the Parties contained in this BTA 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 BTA 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 1.2 (*Purchase and Sale;*

Excluded Assets; Excluded Liabilities; Assumed Liabilities) will survive the Closing until 60 days after the expiration of the applicable statute of limitations (giving effect to any extensions or waivers thereof). The indemnities covered by Section 17.3(iii) (*Indemnification by Seller*) will survive the Closing until 60 days after the expiration of the applicable statute 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 17.1 (*Survival of Representations, Warranties, and Covenants*) with respect to any inaccuracy therein or breach thereof, if notice of the inaccuracy or breach has been duly given within the applicable period in accordance with Section 17.5 (*Notice of Proceeding*), but only if, 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.

17.2 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 Site. GPC: (i) assumes no duty, responsibility, obligation, or liability regarding the Project or the Project Site, condition, or operation; (ii) is not liable for injury or damage associated with the Project (including its operation, maintenance, repair, or replacement) or the Project Site; and (iii) is not responsible for transmission, distribution, or control of electric energy within the Project, or at the Project Site**. 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**.

17.3 Indemnification by Seller. To the fullest extent allowed by Law, Seller must indemnify, release, hold harmless, and at GPC's request, defend, GPC and any GPC Related Person (each an "**GPC Indemnified Party**" and collectively, the "**GPC Indemnified 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 BTA, or any of the 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 BTA, or any of the other Transaction Document;

(iii) the Excluded Asset or the Excluded Liabilities;

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

(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 Asset that results 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 any part of the Work, or 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 Site that was not properly and legally terminated in accordance with applicable Law prior to the Closing Date;

(ix) any payment or other obligation to the EPC Contractor or any Subcontractor under any of the Project Contracts (including Construction Costs, or other payments under the EPC Contract or Major Supply Agreements), whether such payment or obligation arises or is incurred prior to, on, or after the Closing Date, other than any Post-Closing GPC EPC Change Order Costs;

(x) any Lien made or filed upon the Work or the Project Site on account of any labor performed or labor, services, equipment, or materials furnished by Seller or any Seller Party, and all laborers, materialmen, mechanics, and other Persons in connection with the Work;

(xi) any defect in title upon any of the Work, including the Project Equipment, Materials, or the Project, purchased under this BTA; and

(xii) 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 a GPC Indemnified Party, in which case Seller will not be liable under this subpart (xii).

17.4 Environmental Indemnity. Without limiting GPC's other rights to indemnification under this BTA, Seller will indemnify and hold harmless (and at GPC's request, defend, unless GPC elects in its sole discretion to so defend) the GPC Indemnified Parties from and against any Claim, and will compensate and reimburse the GPC Indemnified Parties for, any Claim that arises out of or in connection with, or relate 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 Site, or any of the other Project Assets; (b) any Hazardous Substance that was present or existing on, at, or under the Project, the Project Site, 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 Seller or any Seller Party, 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 Site, 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 Site (or present on, at, or under any other property, if the Hazardous Substance emanated, or allegedly emanated, from the Project Site on or before the Closing Date); or (II) Released by Seller, a Seller Party, 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 17.4 (*Environmental Indemnity*). The procedure described in Section 17.5 (*Notice of Proceeding*), however, will apply to any Third-Party Claim solely for monetary damages relating to a matter covered by this Section 17.4.

17.5 Notice of Proceeding. GPC will promptly notify Seller of any Claim or proceeding in respect of which GPC seeks to be indemnified under this BTA ("**Indemnification Claim**"). Any notice must be given as soon as reasonably practicable after the GPC Indemnified 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 a GPC Indemnified Party and Seller, and the GPC Indemnified 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 GPC Indemnified 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 BTA, the GPC Indemnified Party may, at the expense of Seller, contest, settle, or pay the Indemnification Claim, but that settlement or full payment of the Indemnification Claim may be made only with Seller's consent or, absent such consent, written opinion of the GPC Indemnified Party's counsel that the Indemnification Claim is meritorious or warrants settlement.

17.6 Pursuit of Indemnity Payments Under Project Contracts. With respect to any Indemnification Claim under Section 17.3 (*Indemnification by Seller*) for which any counterparty to a Project Contract bears responsibility after GPC takes assignment of such Project Contract, GPC will use reasonable efforts to recover the maximum extent available under the Project Contract in respect of the event giving rise to the right of indemnity of Seller under Section 17.3. The amount of any indemnity payment made by Seller under Section 17.3, will be reduced by the amount of any indemnity or other payment received by the GPC Indemnified Party from any counterparty to a Project Contract in respect of the event giving rise to the right of indemnity under Section 17.3.

17.7 Materiality. Despite any other provision in this BTA, for purposes of Section 17.3.1(i) (*Indemnification by Seller*), in determining: (i) whether an inaccuracy or breach has occurred in any representation or warranty contained in this BTA, any Transaction Document, or the Seller Closing Certificate; or (ii) the amount of damage or loss suffered by a GPC Indemnified 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.

17.8 Effect of Investigation. A GPC Indemnified Party's right to indemnification, payment, reimbursement, or any other remedy based upon any representation, warranty, covenant, agreement, or obligation contained in this

BTA 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 such 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 such representation, warranty, covenant, agreement, or obligation.

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

17.10 Right to Specific Performance. Despite any other provision in this BTA, without limiting or waiving any right or remedy of a Party under this BTA 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 BTA.

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

PART 18. TAX MATTERS.

18.1 Transfer Tax. Seller will be responsible for, and will timely pay, all Transfer Taxes. Seller will prepare and file all Tax Returns for any Transfer Tax and will remit the Transfer Tax shown as due on each Tax Return. GPC and Seller will, upon request, use their commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person that may be necessary to mitigate, reduce, or eliminate any Tax described in this Section 18.1 (*Transfer Tax*).

18.2 Seller Tax Indemnity. Seller will indemnify and hold harmless GPC Indemnified Parties from and against: (a) Seller Income Taxes; (b) Pre-Closing Taxes; and (c) Transfer Taxes.

18.3 Maintenance of 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.

18.4 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 Governmental Authorities all Tax Returns required to be filed with respect to the Project and the Project Assets, and all Tax Returns will correctly and accurately set forth the amount of any Taxes relating to the applicable Tax period, and Seller will pay within the time and manner prescribed by Law all Taxes due and payable with respect to any Tax period.

18.5 Tax Contests. GPC will control, in its sole discretion, any Tax audit, litigation, or other proceeding with respect to any income Taxes of GPC with respect to the Project ("**Tax Contest**"), except solely to the extent that such audit, litigation, or proceeding involves a Claim made or proposed by the IRS that, if successful, would result in a Claim for which Seller may be required to indemnify GPC under this BTA, including a contest related to the PWA Requirements (an "**Indemnified Tax Claim**"). In that case, upon GPC's request, Seller will, at its own expense, control the defense and settlement of the applicable proceeding solely to the extent of matters directly and solely impacting such Indemnified Tax Claim, including the content of all related communications with any Taxing Authority. However, Seller will keep GPC reasonably apprised of the developments of such Tax Contest and may not settle or compromise any asserted Liability that would adversely affect GPC's ability to claim any Tax credit or Tax Benefit without the prior written consent of Seller.

18.6 Assistance and Cooperation. GPC and Seller will provide each other with assistance and cooperation as reasonably 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. This 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 BTA. 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.

18.7 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

the 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: (a) in the case of real and personal property Taxes, by apportioning such Taxes on a per diem basis; and (b) 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 18.2 (*Seller Tax Indemnity*).

18.8 Duties and Excises. The Purchase Price includes all Taxes (including any related customs broker fees or similar charges) imposed on the sale or delivery of the Project Assets, the Work and the Project, and Seller will duly and timely remit any such Taxes in accordance with all applicable Laws (including all customs and import duties arising upon the importation of the Project, Project Equipment, and Materials into the applicable port of entry). Seller will provide GPC any information and data requested by GPC, and will fully cooperate, in connection with: (i) the reporting of any such Taxes; (ii) any audit relating to any such Taxes; or (iii) any assessment, Claim, or proceeding relating to any such Taxes.

18.9 Tax Characterization. [***Placeholder for tax characterization***].

18.10 Prevailing Wage & Apprenticeship.

18.10.1. Compliance with PWA Requirements. Seller will ensure that it, EPC Contractor and its Subcontractors who directly or indirectly provide services or goods to Seller in respect of the Construction of the Project comply with the PWA Requirements in respect of all Construction of the Project completed through the Final Completion Date in accordance with the requirements set forth in Exhibit V (*Prevailing Wage Requirements*). Despite any other provision in this BTA, if the IRS determines that Seller, EPC Contractor, or any Subcontractor directly or indirectly providing services or goods to Seller in respect of the Construction 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 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 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 18.10.1 (*Compliance with PWA Requirements*) 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.

18.10.2. Recordkeeping Requirements. Seller will maintain and preserve, and will cause EPC Contractor and its Subcontractors to maintain and preserve, sufficient records, including books of account or records for work performed by Seller, EPC Contractor, and 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. These records will 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 quarterly until Final Completion, and thereafter at GPC's request. These records will be maintained for at least 10 years following Final Completion. Seller agrees to notify, and to cause the EPC Contractor and its 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.

18.11 Domestic Content; Domestic Content Certificate. The Parties acknowledge that as of the Effective Date, the Purchase Price does not include Seller's compliance with the Domestic Content Bonus Credit Guidance under Sections 45, 45Y, 48, and 48E of the Code (the "**Domestic Content Requirements**"). If GPC provides written

notice to Seller within ## days after the Effective Date that GPC wishes for Seller to comply with the Domestic Content Requirements in performing the Work, Seller will so comply, and this will be deemed a GPC-Initiated Change in accordance with and subject to the provisions of Section 9.2.2 (*Changes Initiated by GPC*). If GPC makes such election in accordance with this Section, then, at the time of the delivery of the Certificate of Final Completion, Seller will complete and deliver a Domestic Content Certificate in form and substance similar to the Form Domestic Content Certificate attached as Exhibit U (*Form of Domestic Content Certificate*). Seller certifies the information in the Domestic Content Certificate will be true, correct, and complete to the best of Seller's Knowledge and belief.

18.12 Coordination with General Indemnification. The provisions of this Part 18 (*Tax Matters*) will govern the indemnification rights and obligations of GPC, Seller, and their Affiliates with respect to Tax matters if there is any conflict or overlap between the provisions of Part 17 (*Risk and Claims*) and this Part 18 (*Tax Matters*), and this Part 18 (*Tax Matters*) will be treated for all purposes of this BTA as arising solely under this Part 18 (*Tax Matters*).

PART 19. DISPUTE RESOLUTION; GOVERNING LAW

19.1 Dispute Resolution. Each Party ("**Disputing Party**") has the right to give notice to the other Party ("**Responding Party**") that the Responding Party is not performing in accordance with the terms and conditions of this BTA. This notice (the "**Notice of Dispute**") will describe with specificity the basis for the Disputing Party's belief and may propose a resolution of the dispute. Within 15 Business Days after receiving the Notice of Dispute, the Responding Party will provide the Disputing Party with a written response to the Notice of Dispute, describing with specificity the basis for the Responding Party's position, and which may include: (i) additional issues (if any) with respect to the dispute raised by the Notice of Dispute; and (ii) a proposal for the resolution of the dispute (the "**Dispute Response**"). Within five Business Days after the submission of the Dispute Response, the dispute will be submitted to a designated senior Representative of Seller and a designated senior Representative of GPC for resolution. If the designated senior Representatives are unable to resolve the dispute to the mutual satisfaction of the Parties within 20 Business Days after the submission to the designated senior Representatives, or any other period as the Parties may agree in writing, then either Party may pursue any rights and remedies as may be available under applicable Law, subject to the terms and conditions of this BTA.

19.2 Governing Law; Forum for Disputes. The validity, interpretation, and performance of this BTA, 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. The Parties agree that the state and federal courts, as applicable, of the state of Georgia will have exclusive jurisdiction for the resolution of disputes under this BTA and the Parties consent to such jurisdiction.

19.3 Consent to Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon this BTA or the transactions contemplated by this BTA 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 such courts in any such 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 such courts and irrevocably waives and agrees not to plead or claim in any such court that such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

PART 20. LIMITATIONS ON LIABILITY

20.1 Waiver of Consequential Damages. Unless expressly provided in this BTA, and except for the payment of liquidated damages to the extent specified in this BTA, 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 BTA, any damage or delay in connection with this BTA, a Party's act or failure to act, or a Party's performance or non-performance under this BTA, 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 BTA 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 will such limitation limit or reduce any amount owed by a defaulting Party under Section 1.7.4 (*Early Termination Fee*), Section 16.1 (*Termination by GPC*), or Section 16.2 (*Termination by Seller*), 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 20.1 (*Waiver of Consequential Damages*). If the damages required to be paid under this BTA 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 20.1 applies regardless of fault and will survive BTA termination, cancellation, suspension, completion, or expiration.

20.2 Representatives and Affiliates. Despite any other provision in this BTA, no Related Person or Representative of Seller will have any personal liability to GPC or any other Person as a result of this BTA or the breach of any representation, warranty, obligation, covenant, or agreement of Seller in this BTA, and no Related Person nor Representative of GPC will have any personal liability to Seller or any other Person as a result of this BTA or the breach of any representation, warranty, obligation, covenant, or agreement of GPC in this BTA. However, nothing in this Section 20.2 (*Representatives and Affiliates*) limits the EPC Contractor's liability to GPC under the EPC Contract after the Closing Date.

20.3 Enforceability of Liquidated Damages. The Parties explicitly agree and intend that the provisions of Section 12.8 (*Delay Liquidated Damages*) will be fully enforceable by any court exercising jurisdiction over any dispute between the Parties arising under this BTA. Each Party irrevocably waives any defenses available to it under Law or equity relating to the enforceability of the liquidated damages provisions set forth in Section 12.8 (*Delay Liquidated Damages*).

PART 21. MISCELLANEOUS

21.1 Notices. Notice under this Section 21.1 (*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 BTA must be in writing (including email) and must 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: [●]

21.2 Payments. Except for payments due at Closing, if a Party is required to make any payment under this BTA on a day other than a Business Day, the date of payment will be extended to the next Business Day.

21.3 Entire Agreement. This BTA and the Transaction Documents, including, in each case, any schedule and exhibit to this BTA and any Transaction Document, supersedes all prior discussions and agreements between the Parties with respect to the subject matter of this BTA and the Transaction Documents, and contains the entire agreement between the Parties with respect to the subject matter of this BTA and the Transaction Documents. In the event of a conflict between this BTA and the Transaction Documents, the terms of this BTA will control. This BTA will be binding upon, and will inure to the benefit of, the Parties, and their respective successors and permitted assigns.

21.4 Confidentiality.

21.4.1. Non-Disclosure. Each Party acknowledges that portions of this BTA 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 BTA, disclose a disclosing Party's Confidential Information to any third party, except that a 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 BTA; 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 BTA, and all price and payment information provided by GPC to Seller are Confidential Information.

21.4.2. Disclosure of Confidential Information to the Commission. Each Party agrees to request confidential treatment of the Confidential Information in this BTA from the Commission in accordance with the Commission's rule regarding trade secrets, but Seller understands that certain terms, conditions, and provisions of this BTA 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 under applicable Law, the disclosing Party will make reasonable efforts to obtain protection from disclosure under the trade secret provisions applicable to any Governmental Authority or court to ensure that the Confidential Information is protected from public disclosure.

21.4.3. Survival of Confidentiality Obligations. Despite any other provision in this BTA, this Section 21.5 (*Confidentiality*) will survive for a period of two years after the termination or expiration of this BTA, except that, to the extent any Confidential Information constitutes a "**trade secret**" under any applicable Law, the receiving Party's obligations under Section 21.5 (*Confidentiality*) will apply for the life of the trade secret.

21.5 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 BTA, or the transactions described in this BTA; (ii) the Project with respect to this BTA; 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 21.6 (*Public Statements or Press Releases*).

21.6 Waivers.

21.6.1. Grant of Waivers. Any term or condition of this BTA 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 BTA, in any one or more instance, will be deemed to be or construed as a waiver of the same or any other term or condition of this BTA on any future occasion.

21.6.2. Exercise of Remedies. All remedies, either under this BTA or by Law or otherwise afforded, will be cumulative and not alternative. No failure or delay of any Party, in any one or more instances: (i) in exercising any power, right, or remedy (other than failure or unreasonable delay in giving notice of default) under this BTA; or (ii) in insisting upon the strict performance by the other Party of any covenant, obligation, or agreement under this BTA, will operate as a waiver, discharge, or invalidation, nor will any single or partial exercise of any right, power, or remedy, or insistence on strict performance, or any abandonment or discontinuance of steps to enforce a right, power, or remedy, or to enforce strict performance, preclude any other or future exercise of, or insistence upon any other right, power, or remedy. Subject to Section 17.1 (*Survival of Representations, Warranties, Covenants, and Agreements*), each covenant, obligation, and agreement of a defaulting Party and each right and remedy of the other Party upon a default, will continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

21.7 Amendments; Consents. This BTA may not be amended, supplemented, or modified except by an instrument in writing signed on behalf of GPC and Seller. The Parties acknowledge and agree that, in giving any consent under this BTA, the Party giving its consent is not in any way waiving or altering any of its rights under this BTA, 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 BTA.

21.8 No Construction Against Drafting Party. The language used in this BTA is the product of the Parties' efforts, and each Party irrevocably waives the benefits of any rule of contract construction that disfavors the drafter of a contract, or the drafter of specific words in a contract.

21.9 No Third-Party Beneficiary. The terms and provisions of this BTA are intended solely for the benefit of each Party to this BTA and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights on any other Person, except that GPC Indemnified Parties will be third-party beneficiaries of this BTA solely with respect to their rights to seek indemnification under Part 17 (*Risk and Claims*).

21.10 Headings. The headings used in this BTA are for convenience of reference only, and do not define or limit the provisions of this BTA.

21.11 Severability. The provisions of this BTA are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions of this BTA. If any provision of this BTA, or the applicability of the provision to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction: (i) the provision, or the permissible portion of the provision, or the application of the provision, as applicable, will be enforced to the fullest extent permitted by Law; and (ii) the remainder of this BTA, and the applicability of the provision to any Person or circumstance will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of the this BTA or the provision, or the application of the provision, in any other jurisdiction.

21.12 Assignment. Neither this BTA, nor any of the rights or obligations under this BTA, will 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 BTA to an Affiliate with the approval of the Commission. This BTA 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 21.13 (*Assignment*) will be void.

21.13 Electronic Signature. This BTA 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 BTA, 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 BTA 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 BTA 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 BTA 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.

21.14 Digital or Electronic Signature. In addition to this BTA, any other documents to be delivered in connection

with this BTA 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 BTA or other documents to be delivered in connection with this BTA 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 BTA and related documents may be made by facsimile, email, or other electronic transmission.

21.15 Counterparts. This BTA 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, but all of which together will constitute one and the same instrument.

21.16 No Agency. Neither Seller nor any of its Representatives or Affiliates, nor any of their respective employees, agents, or subcontractors will, for any reason or purpose, be deemed to be an agent, partner, or employee of GPC, and this BTA will not be interpreted or construed to create an association, agency-relationship, joint venture, or partnership between the Parties. Seller and GPC will for all purposes be considered independent contractors. Seller will have full responsibility for all labor and employment matters, including for all its hiring, discipline, supervision, control, compensation, benefits, labor relations, collective bargaining, as well as payroll taxes and costs. Any general superintendence, inspection, review, coordination, monitoring, and oversight by GPC, or the exercise of any of GPC's rights under this BTA, will not relieve Seller of any of its responsibilities under this BTA.

21.17 Schedules. Either Party may, at its option, include in its Schedules items that are not material to avoid any misunderstanding, and any inclusion, or any references to Dollar amounts, will not be deemed to be an acknowledgment or representation that the items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this BTA. Information disclosed in any Schedule will constitute a disclosure for purposes of all other Schedules, and each Section of this BTA where information is relevant notwithstanding the lack of specific cross-reference, but only to the extent the applicability of such disclosure to such other Schedule is reasonably apparent on its face. In no event will the inclusion of any matter in the Schedules be construed as constituting a representation or warranty of a Party or be deemed or interpreted to broaden a Party's representations, warranties, covenants, or agreements contained in this BTA. No reference to, or disclosure of, any item or other matter in the Schedules will be construed as: (i) an admission, indication, or evidence that such item or other matter is material; (ii) that such item is reasonably likely to result in a GPC Material Adverse Effect or Seller Material Adverse Effect, as applicable; or (iii) that such item or other matter is required to be referred to or disclosed in the Schedules. No reference in the Schedules to any agreement or document will be construed as an admission or indication that such agreement or document is enforceable, or currently in effect, or that there are any obligations remaining to be performed, or any rights that may be exercised under such agreement or document, except to the extent that any such agreement or document is referred to by reference to the Schedules in an express representation or warranty to that effect set forth in this BTA. No disclosure in the Schedules relating to any possible breach or violation of any Contract or Law will be construed as an admission or indication that any such breach or violation exists or has actually occurred. The headings and descriptions of the disclosures in the Schedules are for convenience of reference only, and are not intended to, and do not, alter the meaning of any provision of this BTA, or of the Schedules. The information provided in the Schedules is solely for the use of the Parties in connection with the transactions contemplated by this BTA and will be subject to the terms of this BTA, and may not be used or relied upon by any other Person or for any other purpose.

21.18 Contract Interpretation. Each exhibit, attachment, appendix, schedule, regulatory requirement, policy, procedure, standard, or other document attached to or referenced in this BTA (expressly including the *Schedule of Defined Terms*) is incorporated into, and is integral to, this BTA as if included in the main body. In this BTA 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 BTA 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 a BTA part by caption (e.g., *Site Security*) or number (e.g., Part 6 (*General Obligations of Seller*) includes all separate sections (e.g., Section 6.14 (*Site Security*) and subsection (e.g., Section 6.14.1 (*Security Prior to Closing Date*)) 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 BTA documents. Captions are for convenience only, and do not affect BTA interpretation.

Time is of the essence in this BTA. Whenever this BTA 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 herein and not expressly defined will have the meanings given to them under, and all accounting determinations this BTA will be made in accordance with, GAAP.

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

All references in this BTA 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 BTA.

Each Party agrees to all terms and conditions of this BTA. The Parties may exchange counterparts of this BTA 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 – TECHNICAL SPECIFICATIONS

[Refer to Technical Specifications on IE website. To be inserted during BTA finalization]

EXHIBIT B – 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 a **Build Transfer Agreement for CARES 2023 Utility Scale RFP at #ProjectName#**, dated as of #Date# (the "**BTA**"), 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 this BTA, 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 BTA.

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 BTA, 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 BTA.

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 such 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 Build Transfer Agreement. This Agreement is executed and delivered and is subject to in all respects the terms and conditions of the BTA. 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 BTA, and each of the Parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the Parties under the BTA 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 BTA, the BTA 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 will 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 C – 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 a **Build Transfer Agreement for CARES 2023 Utility Scale RFP at #ProjectName#**, dated as of #Date# (the "**BTA**"), 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 BTA other than Excluded Liabilities.

To induce GPC to enter into and perform its obligations under the BTA, 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 BTA.

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 BTA, 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 BTA.

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 Build Transfer Agreement. This Agreement is executed and delivered and is subject to in all respects the terms and conditions of the BTA. 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 BTA, and each of the Parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the Parties under the BTA 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 BTA, the BTA 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 D – 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 (*Lease*) (the "**Lease**");
- Tenant and Georgia Power Company ("**GPC**") have entered into a **Build Transfer Agreement for CARES 2023 Utility Scale RFP at #ProjectName#**, dated as of #Date# ("**BTA**"), 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 1 - ASSIGNMENT OF LEASE

1.1 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 (*Property*) (the "**Property**").

1.2 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.

1.3 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.

1.4 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 Lease or the Property.

PART 2 - MISCELLANEOUS

2.1 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.

2.2 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.

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

2.4 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 A - LEASE

[To be attached]

EXHIBIT B - PROPERTY

[To be attached]

EXHIBIT E – CLOSING TITLE ENDORSEMENTS

[To be inserted during BTA finalization]

EXHIBIT F - FORMS OF LIEN WAIVERS

EXHIBIT F-1 - CONTRACTOR'S INTERIM WAIVER AND RELEASE UPON PAYMENT

CONTRACTOR'S WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON INTERIM PAYMENT

(To be provided by Contractor with each Application for Payment)

STATE OF GEORGIA
COUNTY OF _____

The undersigned mechanic and/or materialman has been employed by _____ (*name of party you contracted with*) to furnish _____ (*describe materials and/or labor*) for the construction of improvements known as _____ (*title of the Project or building*) which is located in the City of _____, County of_____, and is owned by _____ (*name of owner*) and more particularly described as follows:

_____
_____
_____

(*describe the property upon which the improvements were made by using either a metes and bounds description, the land lot district, block, and lot number, or street address of the Project*.)

Upon the receipt of the sum of $_____, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond through the date of _____ (*date*) and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said buildings or premises.

Given under hand and seal this _____ day of _____, ____.

_____
Business Name

Witness:

_____
Name: _____
Address: _____
_____

Signed: (Seal)

_____
Name: _____
Title: _____

NOTICE: When you execute and submit this document, you shall be conclusively deemed to have waived and released any and all liens and claims of liens upon the foregoing described property and any rights regarding any labor or material bond regarding the said property to the extent (and only to the extent) set forth above, even if you have not actually received such payment, 90 days after the date stated above unless you file an affidavit of nonpayment prior to the expiration of such 90-day period. The failure to include this notice language on the form shall render the form unenforceable and invalid as a waiver and release under O.C.G.A. § 44-14-366.

EXHIBIT F-2 - SUBCONTRACTOR'S INTERIM WAIVER AND RELEASE UPON PAYMENT

SUBCONTRACTOR/SUPPLER/VENDOR WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON INTERIM PAYMENT

(To be executed by Subcontractors and provided by Contractor to Owner with each Application for Payment)

STATE OF GEORGIA
COUNTY OF _____

The undersigned mechanic and/or materialman has been employed by _____ (*name of contractor or subcontractor you contracted with*) to furnish _____ (*describe materials and/or labor*) for the construction of improvements known as _____ (*title of the Project or building*) which is located in the City of _____, County of_____, and is owned by _____ (*name of owner*) and more particularly described as follows:

_____
_____
_____

(*describe the property upon which the improvements were made by using either a metes and bounds description, the land lot district, block, and lot number, or street address of the Project*.)

Upon the receipt of the sum of $_____, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond through the date of _____ (*date*) and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said buildings or premises.

Given under hand and seal this _____ day of _____, ____.

	_____ Business Name
Witness:	Signed: (Seal)
_____	_____
Name: _____	Name: _____
Address: _____	Title: _____
_____	

NOTICE: When you execute and submit this document, you shall be conclusively deemed to have waived and released any and all liens and claims of liens upon the foregoing described property and any rights regarding any labor or material bond regarding the said property to the extent (and only to the extent) set forth above, even if you have not actually received such payment, 90 days after the date stated above unless you file an affidavit of nonpayment prior to the expiration of such 90-day period. The failure to include this notice language on the form shall render the form unenforceable and invalid as a waiver and release under O.C.G.A. § 44-14-366.

EXHIBIT F-3 - CONTRACTOR'S WAIVER AND RELEASE UPON FINAL PAYMENT

CONTRACTOR'S WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON FINAL PAYMENT

(To be provided by Contractor at the time of Final Payment)

STATE OF GEORGIA
COUNTY OF _____

The undersigned mechanic and/or materialman has been employed by _____ (*name of party you contracted with*) to furnish _____ (*describe materials and/or labor*) for the construction of improvements known as _____ (*title of the Project or building*) which is located in the City of _____, County of_____, and is owned by _____ (*name of owner*) and more particularly described as follows:

_____
_____
_____

(*describe the property upon which the improvements were made by using either a metes and bounds description, the land lot district, block, and lot number, or street address of the Project*.)

Upon the receipt of the sum of $_____, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said buildings or premises.

Given under hand and seal this _____ day of _____, ____.

_____
Business Name

Witness:

_____
Name: _____
Address: _____
_____

Signed: (Seal)

_____
Name: _____
Title: _____

NOTICE: When you execute and submit this document, you shall be conclusively deemed to have waived and released any and all liens and claims of liens upon the foregoing described property and any rights regarding any labor or material bond regarding the said property to the extent (and only to the extent) set forth above, even if you have not actually received such payment, 90 days after the date stated above unless you file an affidavit of nonpayment prior to the expiration of such 90-day period. The failure to include this notice language on the form shall render the form unenforceable and invalid as a waiver and release under O.C.G.A. § 44-14-366.

EXHIBIT F-4 - SUBCONTRACTOR'S WAIVER AND RELEASE UPON FINAL PAYMENT

SUBCONTRACTOR/SUPPLIER/VENDOR WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON FINAL PAYMENT

(To be executed by Subcontractors and provided by Contractor to Owner at the time of Final Payment)

STATE OF GEORGIA
COUNTY OF _____

The undersigned mechanic and/or materialman has been employed by _____ (*name of contractor or subcontractor you contract with*) to furnish _____ (*describe materials and/or labor*) for the construction of improvements known as _____ (*title of the Project or building*) which is located in the City of _____, County of_____, and is owned by _____ (*name of owner*) and more particularly described as follows:

_____
_____
_____

(*describe the property upon which the improvements were made by using either a metes and bounds description, the land lot district, block, and lot number, or street address of the Project*.)

Upon the receipt of the sum of $_____, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said buildings or premises.

Given under hand and seal this _____ day of _____, ____.

_____
Business Name

Witness: Signed: (Seal)

_____ _____
Name: _____ Name: _____
Address: _____ Title: _____
_____

NOTICE: When you execute and submit this document, you shall be conclusively deemed to have waived and released any and all liens and claims of liens upon the foregoing described property and any rights regarding any labor or material bond regarding the said property to the extent (and only to the extent) set forth above, even if you have not actually received such payment, 90 days after the date stated above unless you file an affidavit of nonpayment prior to the expiration of such 90-day period. The failure to include this notice language on the form shall render the form unenforceable and invalid as a waiver and release under O.C.G.A. § 44-14-366.

EXHIBIT G – FORMS OF PERFORMANCE SECURITY

EXHIBIT G-1 – 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 **Build Transfer 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 "**BTA**") regarding a photovoltaic solar power facility located in #ProjectCity, Georgia.
- Beneficiary has required, as an inducement to its entry into the BTA, that Guarantor deliver to the Beneficiary this Guaranty or other Eligible Collateral as and when required under the BTA;
- Guarantor qualifies as a Seller Guarantor under the BTA, and this Guaranty qualifies as Eligible Collateral under the BTA; and
- Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the BTA.

To induce Beneficiary to enter into and perform its obligations under the BTA, and for and in consideration of the foregoing premises, the mutual agreements contained herein, 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 BTA.

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 BTA or under any other documents or instruments now or in the future evidencing, securing, or otherwise relating to the BTA ("**Guaranteed Obligations**"), except that Guarantor's liability under this Guaranty will in no event exceed the aggregate amount of Eligible Collateral that Company must provide in accordance with Part 4 (*Performance Security*) of the BTA (plus costs of enforcement of this Guaranty as provided in Section 4.4 (*Expenses*) of the BTA). 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 BTA, 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 BTA. 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 BTA, or any agreement or instrument relating the Guaranteed Obligations or the BTA;

(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 BTA, 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 BTA 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 BTA 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 BTA, 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 BTA.

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 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.

#GUARANTOR LEGAL NAME#

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT G-2 – 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 such 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 such 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 such demand and such certificate are received at any such office on or prior to the Expiry Date, we agree with you that we will duly honor the same within three business days after such 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 such 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 such Beneficiary under this Letter of Credit, so long as, such transfer to such 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 such presentation, we will immediately issue an irrevocable letter of credit to such 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 such 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 such 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 such 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 such 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 H – FORMS OF COMPLETION CERTIFICATES

EXHIBIT H-1 – FORM OF MECHANICAL COMPLETION CERTIFICATE

Certificate of Mechanical Completion

RE: Build Transfer Agreement for CARES 2023 Utility Scale RFP, dated as of #Date#, by and between Georgia Power Company and #SellerLegalName#, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# (the "**BTA**")

DATE:

1. The Certificate of Mechanical Completion is delivered to you pursuant to Section 12.2.1 (*Certificate of Mechanical Completion*) of the BTA. Capitalized terms used in this Certificate of Mechanical Completion and not otherwise defined have the meanings specified in the BTA and all section references refer to the BTA.
2. Seller certifies and represents that the following statements are true as of the date of delivery to GPC:
   2.1. Seller has satisfied all of the requirements for the achievement of Mechanical Completion as required by 12.2 (*Mechanical Completion*) and Exhibit W-1 (*Mechanical Completion Criteria*) of the BTA.
   2.2. As required by Section 12.2.1 (*Certificate of Mechanical Completion*) of the BTA, Seller delivers this Certificate of Mechanical Completion, completed except for signature by GPC, to GPC's duly authorized representative on the above date.
3. The person signing below is authorized to submit this Certificate of Mechanical Completion to GPC for and on behalf of Seller.

#SellerLegalName#

By: _____

#SellerSignatureName#

#SellerSignatureTitle#

Date: _____

Certificate of Mechanical Completion

RE: Build Transfer Agreement for CARES 2023 Utility Scale RFP, dated as of #Date#, by and between Georgia Power Company and #SellerLegalName#, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# (the "**BTA**")

GPC to cross through one (1) of the following statements:

1. GPC agrees that Mechanical Completion has been achieved in accordance with Section 12.2 (*Mechanical Completion*) and Exhibit W-1 (*Mechanical Completion Criteria*) of the BTA. This Certificate of Mechanical Completion was received by GPC on the date first written above and is effective as of that date.

2. GPC does not agree that Mechanical Completion has been achieved by Seller due to the omissions, liens, or defects listed below and/or the incomplete nature of the specified portions of the Work listed below or on the attached sheet:

   _____
   _____
   _____

3. The person signing below is authorized to sign the Certificate of Mechanical Completion for and on behalf of GPC.

Georgia Power Company

By: _____

#Name#

#Title#

Date: _____

EXHIBIT H-2 – FORM OF SUBSTANTIAL COMPLETION CERTIFICATE

Certificate of Substantial Completion

RE: Build Transfer Agreement for CARES 2023 Utility Scale RFP, dated as of #Date#, by and between Georgia Power Company and #SellerLegalName#, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# (the "**BTA**")

DATE:

1. The Certificate of Substantial Completion is delivered to you pursuant to Section 12.4.1 (*Certificate of Substantial Completion*) of the BTA. Capitalized terms used in this Certificate of Substantial Completion and not otherwise defined have the meanings specified in the BTA and all section references refer to the BTA.
2. Seller certifies and represents that the following statements are true as of the date of delivery to GPC:
   2.1. Seller has satisfied all of the requirements for the achievement of Substantial Completion as required by 12.4 (*Substantial Completion*) and Exhibit W-2 (*Substantial Completion Criteria*) of the BTA.
   2.2. As required by Section 12.4.1 (*Certificate of Substantial Completion*) of the BTA, Seller delivers this Certificate of Substantial Completion, completed except for signature by GPC, to GPC's duly authorized representative on the above date.
3. The person signing below is authorized to submit this Certificate of Substantial Completion to GPC for and on behalf of Seller.

#SellerLegalName#

By: _____

#SellerSignatureName#

#SellerSignatureTitle#

Date: _____

Certificate of Substantial Completion

RE: Build Transfer Agreement for CARES 2023 Utility Scale RFP, dated as of #Date#, by and between Georgia Power Company and #SellerLegalName#, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# (the "**BTA**")

GPC to cross through one (1) of the following statements:

1. GPC agrees that Substantial Completion has been achieved in accordance with Section 12.4 (*Substantial Completion*) and Exhibit W-2 (*Substantial Completion Criteria*) of the BTA. This Certificate of Substantial Completion was received by GPC on the date first written above and is effective as of that date.

2. GPC does not agree that Substantial Completion has been achieved by Seller due to the omissions, liens, or defects listed below and/or the incomplete nature of the specified portions of the Work listed below or on the attached sheet:

   _____
   _____
   _____

3. The person signing below is authorized to sign the Certificate of Substantial Completion for and on behalf of GPC.

Georgia Power Company

By: _____

#Name#

#Title#

Date: _____

EXHIBIT H-3 – FORM OF FINAL COMPLETION CERTIFICATE

Certificate of Final Completion

RE: Build Transfer Agreement for CARES 2023 Utility Scale RFP, dated as of #Date#, by and between Georgia Power Company and #SellerLegalName#, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# (the "**BTA**")

DATE:

1. The Certificate of Final Completion is delivered to you pursuant to Section 12.6.1 (*Certificate of Substantial Completion*) of the BTA. Capitalized terms used in this Certificate of Final Completion and not otherwise defined have the meanings specified in the BTA and all section references refer to the BTA.
2. Seller certifies and represents that the following statements are true as of the date of delivery to GPC:
   2.1. Seller has satisfied all of the requirements for the achievement of Final Completion as required by 12.6 (*Final Completion*) and Exhibit W-3 (*Final Completion Criteria*) of the BTA.
   2.2. As required by Section 12.6.1 (*Certificate of Final Completion*) of the BTA, Seller delivers this Certificate of Final Completion, completed except for signature by GPC, to GPC's duly authorized representative on the above date.
3. The person signing below is authorized to submit this Certificate of Final Completion to GPC for and on behalf of Seller.

#SellerLegalName#

By: _____

#SellerSignatureName#

#SellerSignatureTitle#

Date: _____

Certificate of Final Completion

RE: Build Transfer Agreement for CARES 2023 Utility Scale RFP, dated as of #Date#, by and between Georgia Power Company and #SellerLegalName#, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# (the "**BTA**")

GPC to cross through one (1) of the following statements:

1. GPC agrees that Final Completion has been achieved pursuant to Section 12.6 (*Final Completion*) and Exhibit W-3 (*Final Completion Criteria*) of the BTA. This Certificate of Final Completion was received by GPC on the date first written above and is effective as of that date.

2. GPC does not agree that Final Completion has been achieved by Seller due to the omissions, liens, or defects listed below and/or the incomplete nature of the specified portions of the Work listed below or on the attached sheet:

   _____
   _____
   _____

3. The person signing below is authorized to sign the Certificate of Final Completion for and on behalf of GPC.

Georgia Power Company

By: _____

#Name#

#Title#

Date: _____

EXHIBIT I – EPC CONTRACT

[To be provided by Seller during BTA finalization]

EXHIBIT J – SUBCONTRACTORS PRE-APPROVED BY GPC

Rev 0

Southern Company

Technical Support Services

for

#ProjectName# – #City, #State

Component	Recommended Vendors
PV DC Combiner Boxes	• Amtec • Bentek • Cooper/Bussman • Shoals • SolarBOS
PV Modules	• Canadian Solar • First Solar • Hanwha Q-Cells • JA Solar • Jinko Solar • Trina Solar • Sunpower
PV Central Inverters	• SMA • TMEIC • Sungrow (non-military projects)
PV String Inverters	• Chint • SMA • Sungrow
PV Mounts (Fixed Tilt)	• Gamechange Solar • Terrasmart (RBI) • Solar Flexrack • Sunlink • Schletter
PV Mounts (Single Axis Trackers)	• Array Technologies • Gamechage Solar • NEXTracker • Soltec • Sunpower
Batteries (Station Service/Critical DC)	• ENERSYS • GNB(Exide)
Inverter (Critical DC / UPS)	• Alpha • Ametek • Philtek
Component	**Recommended Vendors**
Battery Chargers (Critical DC / UPS)	• Alpha • Ametek • Hindle • Primax
Switchgear (Metal Clad, Non-Substation up to 34.5kV)	• ABB • GE PowerVac • Powell • Siemens • S&C Electric Company

<table>
<tr><td>Inverter Step-Up Transformers</td><td colspan="2">Eaton Cooper – Waukesha, WI
PTTI – Raeford, NC
Niagara – Buffalo, NY
ABB – South Boston, VA
Howard – Ellisville, MS [Up to 69kV]
WEG – Missouri</td></tr>
<tr><td>Cable (General)</td><td colspan="2">Dekoron
General Cable
Okonite
Prysmian
Southwire</td></tr>
<tr><td>Grounding Materials</td><td colspan="2">Burndy
Erico
Panduit
Thompson (http://www.tlpinc.com/)</td></tr>
<tr><td>Lightning Protection Materials</td><td colspan="2">Erico
Harger
Heary Brothers</td></tr>
<tr><td>Revenue Meters</td><td colspan="2">SEL-735 Schweitzer (Advanced Version) panel-mounted
Form 5 Panel Part number 0735VX00541EXXXXXX16101XX Key code 2284
Form 9 Panel Part number 0735VX00941EXXXXXX16101XX Key code 2320</td></tr>
<tr><td>Pyranometer</td><td colspan="2">Kipp and Zonen
Huskeflex</td></tr>
<tr><td rowspan="4">Site Controller and SCADA</td><td>Controller</td><td>HMI Interface</td></tr>
<tr><td>Allen Bradley PLC</td><td>Ignition</td></tr>
<tr><td>Emerson Ovation</td><td>Ignition</td></tr>
<tr><td>SEL RTAC (sites 20MW or less)</td><td>Ignition</td></tr>
</table>

EXHIBIT K – MAJOR SUPPLY AGREEMENTS

[To be provided by Seller during BTA finalization]

EXHIBIT L – MAJOR EQUIPMENT WARRANTIES

[To be provided by Seller during BTA finalization]

EXHIBIT M – PROJECT SAFETY ASSURANCE PROGRAM

[To be provided by Seller during BTA finalization]

EXHIBIT N – PROJECT SCHEDULE

[To be developed during BTA finalization]

EXHIBIT O – CRITICAL MILESTONES AND CRITICAL MILESTONE COMPLETION DATES

[To be developed during BTA finalization]

No.	Critical Milestone	Critical Milestone Completion Date
1.	#TBD#	
2.	Mechanical Completion	
3.	Substantial Completion	
4.	Final Completion	

EXHIBIT P – ADDITIONAL COMPLIANCE REQUIREMENTS

[See Attached]

As used in this Exhibit P (Additional Compliance Requirements), references to "Purchaser," "Owner," "SCS," and "Company" are intended to refer to "GPC;" and references to "Contractor" or "Vendor" are intended to refer to "Seller." If there are any questions about the interpretation of a term or name of a Person used in the Attachment, Seller should seek clarification form GPC.

1. EQUAL EMPLOYMENT OPPORTUNITY

GPC complies with all applicable federal and state fair employment Laws, including, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, all provisions of Executive Order 11246 as amended, 41 CFR 60-1, and all of the rules, regulations and relevant orders of the Secretary of Labor. GPC prohibits any acts of discrimination, or harassment including offensive words or conduct, on the basis of race, color, religion, age, disability, veteran status, gender, sex, sexual orientation, gender identity, national origin or any other basis prohibited by Law. GPC is committed to taking affirmative action as required by Law and to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, gender, color, religion, age, national origin, physical handicap, veteran status, or any classification protected by federal, state or local Law. Such action includes but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GPC posts in conspicuous places, available to employees and applicants for employment, notices to which state that all qualified applicants will receive consideration for employment without regard to race, gender, color, religion, age, national origin, sexual orientation, physical handicap, or veteran status.

Contractor will comply with all applicable federal and state fair employment Laws, including, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, and all provisions of Executive Order 11246 as amended, 41 CFR 60-1, and all of the rules, regulations and relevant orders of the Secretary of Labor. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, veteran status, genetic information, gender, sex, sexual orientation, gender identity, national origin, or any classification protected by federal, state or local Law. Contractor shall take affirmative action as required by Law and to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, gender, color, religion, age, national origin, physical handicap, veteran status, or any classification protected by federal, state or local Law. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which state that all qualified applicants will receive consideration for employment without regard to race, gender, color, religion, age, national origin, physical handicap, or veteran status.

In accordance with the U.S. Department of Labor's regulations implementing the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA, as amended) at 41 CFR Part 60-300, GPC and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). **This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

In accordance with the U.S. Department of Labor's regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) at 41 CFR Part 60-741, GPC and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

2. GENERAL SERVICES ADMINISTRATION FLOWDOWNS.

GPC is a government contractor under an Areawide Public Utilities Agreement with the General Services Administration of the United States Government (the "**Areawide Agreement**"). Under certain contractual circumstances, GPC may need to comply with (and require Contractor and Representatives to comply with) certain sections contained in the Federal Acquisition Regulations (**"FAR"**). The initial list of such

FAR sections is set forth below. GPC may update this list of FAR sections from time to time by giving notice to Contractor if required or requested by its government customers or to reflect modifications to the Areawide Agreement. Upon written request, GPC will provide the full text of any of the sections.

52.203-3 Gratuities (APR 1984);

52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006);

52.203-7 Anti-Kickback Procedures (MAY 2014);

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

52.204-27 Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117–328)

52.219-8 Utilization of Small Business Concerns (OCT 2014);

52.219-9 Small Business Subcontracting Plan (OCT 2014);

52.222-21 Prohibition of Segregated Facilities (FEB 1999);

52.222-26 Equal Opportunity (MAR 2007);

52.222-37 Employment Reports on-Veterans (JUL 2014);

52.222-40 Notification of Employee Rights under the National Labor Relations Act (DEC 2010);

52.222-50 Combating Trafficking in Persons (FEB 2009);

52.222-54 Employment Eligibility Verification (AUG 2013); and

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

A. Contractor warrants and represents that neither it nor any Representatives are debarred, suspended, or proposed for debarment as a contractor or subcontractor to any department, agency, or other division of the United States Government. In the event that Contractor or any Representatives become debarred, suspended, or proposed for debarment, Contractor will immediately notify GPC verbally and in writing.

B. Contractor certifies that no federal funds have been paid or will be paid to any person including any registered lobbyists for influencing or attempting to influence an officer or employee of any federal agency in connection with the Contract.

C. Contractor certifies that it does not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, regardless of whether that use is in performance of work under a Federal contract. For purposes of this Section, “covered telecommunications equipment” includes (1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);(3) telecommunications or video surveillance services provided by such entities or using such equipment.; and (4) telecommunications or video

surveillance equipment or services provided by an entity that the Secretary of Defense reasonably believes to be owned, controlled or connected to the government of a covered foreign country.

D. If Contractor is subject to the requirements set forth in Federal Acquisition Regulations 52.219-9, Contractor will: (i) adopt a subcontracting plan ("Plan") that complies with the requirements of 52.219-9; (ii) provide a written copy of that Plan to GPC; and (iii) if requested, provide timely periodic report(s) to GPC that reflect the amount paid to subcontractors who are a small business concern, veteran-owned small business concern, service-disabled veteran-owned small business concern, HUBZone small business concern, small disadvantaged business concern, or women-owned small business concern.

3. FCC SECURE NETWORKS ACT.

Contractor covenants, represents and warrants that: (i) neither it, nor its affiliate companies, are prohibited by any applicable Law or regulation, from providing goods or services within the United States to Contractor, including in GPC's capacity as a Federal contractor, telecommunications provider, and/or Nuclear Regulatory Commission licensee; and (ii) no goods, material, equipment or devices, including but not limited to wire and cable insulation or telecommunication and video surveillance devices, provided or distributed by or through Contractor have been prohibited or contain any components or substances that have been prohibited by applicable Law or regulation from distribution or use in commerce to GPC, including in GPC's capacity as a Federal contractor, telecommunications provider, and/or Nuclear Regulatory Commission licensee.

Contractor will notify GPC of any change in the above representation at least thirty (30) days before such changes goes into effect (or, if such thirty (30) day prior notice period is not possible, as soon thereafter as possible). GPC may terminate the contract if any of the foregoing representations change. In addition, Contractor will require compliance with this section with its suppliers.

4. BULK POWER SYSTEM REGULATED EQUIPMENT.

Contractor certifies that it does not acquire, import, transfer, or install Bulk Power System Regulated Equipment, as such term is defined in the United States Department of Energy, Prohibition Order Securing Critical Defense Facilities, that (i) has been manufactured or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of the People's Republic of China, and that (ii) could be used by GPC as a component of its Defense Critical Electric Infrastructure serving a Critical Defense Facility ("CDF"), as those terms are defined in Section 215A Federal Power Act, at a service voltage level of 69 kV or higher, from the point of electrical interconnection (at a service voltage level of 69 kV or higher) with the CDF up to and including the next "upstream" transmission substation.

5. MANUFACTURING REQUIREMENTS.

Unless otherwise indicated in the Technical Specifications, all materials and Equipment furnished or installed under the Contract shall be manufactured and installed using only the kind, make and quality of materials and Equipment set forth in or otherwise consistent with the Technical Specifications. Should the Contractor desire to furnish an item of material or Equipment other than the brand name identified in or consistent with the Technical Specifications, the Contractor shall make a request for substitution in writing to GPC, stating any credit or extra involved, and providing all required supporting data and samples to justify the request. To the extent that foreign material will be incorporated into the Work, Contractor must provide a list of foreign materials and their country of origin prior to execution of the Authorization.

6. SUPPLIER DIVERSITY

Contractor acknowledges that GPC is committed to the ongoing growth and development of Diverse Suppliers, as defined in this Section. Contractor acknowledges that GPC operates a "Second Tier Program" that strongly encourages its prime suppliers to extend subcontracting opportunities to firms that are certified as having met the definition of being at least 51% owned, controlled and operated by one or more members of the following diverse groups: women, African Americans, Asian-Pacific Americans, Sub-continent Asian Americans, Hispanic Americans, Native Americans, LGBT, disabled individuals and veterans ("Diverse Suppliers").

Upon execution of this Agreement, Contractor shall deliver to GPC a GPC- specific plan that includes, at a minimum, any planned Subcontracting Opportunities as defined below, the names of potential or actual Diverse Suppliers that may be utilized during the term of the Agreement, the goods and/or services that

may be procured from each Diverse Supplier and the estimated amount and /or percentage of total contract value that may be paid to each diverse supplier in connection with the services (the "Second Tier Plan"). Contractor shall provide quarterly reports to GPC related to its Second Tier Plan including at a minimum, any significant events related to the Second Tier Plan during that period (attached as an MS Word or PDF document) as well as the name(s) of any Diverse Suppliers paid during that period along with the goods and/or services provided and the amount paid to these Diverse Suppliers (the "Second Tier Report"). Instructions on the reporting process will be provided to Contractor by Southern Company Supplier Diversity. Questions can be directed to supplierdiv@southernco.com.

Contractor shall actively seek qualified Diverse Suppliers to compete for Contractor's business on a fair and even basis and provide such Diverse Suppliers the maximum practicable opportunity to participate in the subcontracts and orders it may award in connection with this Agreement as part of its Second Tier Plan. In support of aligning qualified Diverse Suppliers with GPC's prime suppliers, GPC may assist its prime suppliers in the identification of such suppliers in its efforts to advance subcontracting and/or business development efforts. As part of the Second Tier Plan, Contractor may facilitate workshops, establish, develop and sustain mentor relationships, engage in networking events and providing business development training to Diverse Suppliers ("Subcontracting Opportunities"). Contractor shall collect a Supplier Self-Certification Form or Diverse Business Enterprise Certificate issued by one of the affiliated local councils of the National Minority Supplier Development Council or the Women's Business Enterprise National Council from any subcontractor that claims diverse status to verify Diverse Supplier status.

Contractor shall use reasonable efforts, as defined by GPC, to source, utilize and pay Diverse Suppliers for goods and services in at least an amount equal to the minimum Diverse Supplier utilization goal of twenty percent (20%) of the total value of the Agreement (the "Goal"). Contractor acknowledges and agrees that compliance with this Section is material to the Agreement and should GPC determine, at its own discretion, that Contractor is not making adequate progress to comply with the goal, or Contractor fails to demonstrate to GPC 's satisfaction that Contractor is making good faith efforts to execute on its Second Tier Plan, representatives of Contractor, including at least one executive officer of Contractor, shall meet with representatives of GPC, within thirty (30) days of such report to discuss the reasons for such non-compliance and to work together to improve and advance Contractor's Second Tier Plan. Any subsequent non-compliance identified by GPC during the term of the agreement may result in withholding payment per the terms of the Contract.

7. NETWORK OPERATING STANDARDS PROVISIONS

Refer to Attachment 1 (*Network Operating Standard Provisions*) to this Exhibit P (*Additional Compliance Requirements*).

8. APPLICABLE NERC CRITICAL INFRASTRUCTURE PROTECTION RELIABILITY STANDARDS

Refer to Attachment 2 (*Applicable NERC Critical Infrastructure Protection Reliability Standards*) to this Exhibit P (*Additional Compliance Requirements*).

9. ADDITIONAL DRUG-FREE AND ALCOHOL-FREE WORKPLACE AND BEHAVIORAL STANDARDS.

GPC[5] is committed to maintaining a drug-free and alcohol-free workplace and requires that anyone working on a Work Site or performing Work that directly impacts GPC's personnel, facilities, equipment, or operations: (i) is free from the effects of drugs or alcohol that may impair work performance; and (ii) meets trustworthiness and behavioral standards. **Contractor must maintain a safe, secure, drug-free, and alcohol-free workplace throughout the performance of the Contract.** These requirements apply to Contractor and all Representatives, including subcontractors of any tier. All Representatives providing Work under the Contract must avoid involvement with drugs or use of alcohol that could compromise their fitness for duty or ability to work safely. All Representatives also must be trustworthy, exhibit good behavioral standards, and have the legal right to work in the United States. Each reference

[5] The terms "GPC," and "Owner" may be used interchangeably with "Company" in the supporting attachment.

to GPC in this *Drug-Free and Alcohol-Free Workplace and Behavioral Standards* section also includes all Affiliates.

A. **Standards.** Contractor must adhere to GPC's **"Standards,"** which include: (i) the minimum eligibility guidelines in this section; and (ii) drug-screening, alcohol-screening, and background investigation requirements as described in Attachment 1 to this Exhibit and in the toolkit referenced therein.

B. **Screening and Investigation.** Upon request, Contractor must provide a list, and other identifying information GPC deems necessary, of individuals whom Contractor is using, or plans to use, to perform Work for GPC. Solely to ensure compliance with this section, GPC, itself or through a contractor, may perform investigations and may use any appropriate investigative technique to detect Standards violations. GPC, at its discretion at any time, may require initial or pre-site, reasonable cause, post-accident, or random drug or alcohol tests or background investigations. If an individual fails to submit to a required test or investigation, or fails to meet the Standards, GPC, in its discretion, may: (i) require removal from, or prohibit entry to, GPC Work Sites; (ii) prohibit future work on behalf of GPC; and/or (iii) exercise any or all available legal or equitable remedies.

C. **Notification.** Contractor, when performing Work at any Work Site, must promptly notify GPC if a Representative is involved in: (i) an incident of known or suspected unlawful involvement with drugs; (ii) possession or consumption of alcoholic beverages during work hours or on a Work Site; (iii) an arrest for weapons, violence, drugs, sexual misconduct, theft, or other similar offenses; (iv) any other serious behavioral incident; or (v) creating a serious or potentially serious hazard at the Work Site.

D. **Rights of GPC.** GPC may conduct audits (per the audit provisions of the Contract) to verify compliance with this section. Neither reservation, nor exercise, of these rights relieves Contractor from Standards compliance nor constitutes exercise of control over manner or means of implementing this section. Unless GPC expressly waives all or part of the Standards, no GPC act or omission waives GPC's right to enforce, or Contractor's duty to comply with, the Standards. GPC also may change Standards requirements at any time, with the revised Standards becoming effective upon notice to Contractor. In addition to the Contract's general indemnity provisions, Contractor must indemnify Persons Indemnified against a Claim involving Contractor's compliance or non-compliance with, or GPC action or inaction regarding, the Standards. This indemnity obligation will survive Contract termination, cancellation, expiration, or completion.

E. **DOT- Regulated Contractors.** DOT-regulated Contractors are not required to be tested under GPC's Standards if performing work in a DOT-regulated capacity. Contractors performing DOT-regulated work activities must comply with 49 CFR Part 40 DOT drug and alcohol testing for safety-sensitive transportation employees in aviation, trucking, railroads, mass transit, pipelines, and other transportation industries. Prior to performing work, the Contractor shall provide documentation to GPC attesting the workers are covered by the applicable industry-specific DOT drug and alcohol program. GPC shall determine whether a Background Investigation is required depending on nature of work.

Attachment No. 1 – Company Standards for Contractors Regarding Drug and Alcohol Screening and Background Investigation of Contractor Representatives

In the *Drug-Free and Alcohol-Free Workplace and Behavioral Standards* section of this Agreement, Contractor agrees to adhere to Company's **"Standards"** when performing Services for a Southern Company Affiliate (each referenced as **"Company"** or **"Affiliate"** in this Attachment). These Standards include: (i) the minimum eligibility guidelines for Contractor's personnel as described in that section of the Agreement; and (ii) Company's requirements for drug screening, alcohol screening, and background investigation of Representatives. Details regarding these requirements are set forth in this Attachment, as well as in the applicable *Drug Screen and Background Investigation Toolkit for Southern Company Contractors*, as it may be revised from time to time (**"Toolkit"**) (incorporated by this reference and attached or provided to Contractor separately by Company). To the extent different or additional Standards apply for Services at a particular Affiliate location, Company will provide separately those additional criteria.

Definitions

Unless specifically defined in this Attachment, capitalized words in this Attachment have the same meaning as in this Agreement. This Attachment also uses the following defined terms:

- **Representative:** Each individual Contractor employee, representative, contractor, subcontractor of any tier, consultant, worker, or agent performing any aspect of Contractor's Services for Company, whether "Risk I" or "Risk II." For purposes of initial/pre-site drug screening or background investigation, "Representative" **also** includes each person that Contractor proposes to employ, use, retain, or contract to perform any aspect of Contractor's Services for Company.
- **Compliant Representative:** A Representative who has met Company's minimum criteria, as described generally in this Attachment and in the Toolkit, to be eligible to perform work for Contractor on behalf of an Affiliate under an applicable agreement.
- **Non-Compliant Representative:** A person not qualified to perform work for Contractor on behalf of any Affiliate as a result of the drug, alcohol, or background disqualification criteria described generally in this Attachment and in the Toolkit.
- **Provider:** An entity, as listed in the then current Toolkit, designated by Company to provide drug or alcohol screening and background investigation services to Company contractors.
- **Risk I:** Classification, as determined by Company, of Representatives with access to sensitive information or a Company Work Site, or performing work that directly impacts Company's personnel, facilities, equipment, or operations. Representatives may have Risk I classification for drug screening only (initial/pre-site and random), for background investigation only (initial/pre-site), or for both. Company will advise Contractor regarding Representatives classified as Risk I.
- **Risk II:** Any Representative not classified by Company as Risk I.

Rights of Company

Company has the right to receive all or part of the background investigation results and drug and alcohol screening results for Representatives, but it has no obligation to request or to review any results. If Company requests either report, Provider will submit the report directly to Company.

Contact Information

Contractor should address questions concerning these Standards to the appropriate Affiliate employee, depending on the Affiliate or business unit for which Contractor is performing Services. Contractor also may contact Company's compliance department.

Services For	Affiliate Contact Title	Phone
Southern Company Generation	Contract Administrator/Plant Contract Coordinator	As provided
Southern Nuclear	Access Supervisor	205-992-5043
All Other Affiliates & Business Units	SCS Personnel Risk Assessment Supervisor	404-506-0451

Part I. Minimum Requirements for Contractors Regarding Drug and Alcohol Screening

General

Company's minimum drug-screening and alcohol-screening program Standards include the requirements described in this Part I and in the Toolkit. Contractor, at its expense, must enforce a program that meets or exceeds these requirements, including initial/pre-site, random, reasonable cause, and post-accident procedures for Risk I and reasonable cause and post-accident procedures for Risk II. Contractor also must notify Representatives of its program, require that all Representatives adhere to the program, and ensure fair and consistent program application.

Circumstances Requiring Drug and Alcohol Screening

- **Initial/Pre-Site Drug Screening (Mandatory for Risk I):** Each Representative classified by Company as Risk I for drug screening purposes requires screening for drug use before he/she may begin performing work for Contractor on behalf of Company. Screening for alcohol abuse is not necessary as part of the initial/pre-site process. Risk I Representatives with a break in service will be subject to another screen if records indicate that screening under these Standards has not occurred within the last 12 months (6 months for Representatives working at an Affiliate generating plant). Risk I Representatives working for Contractor on behalf of an Affiliate continuously for one year or more may be subject to screens on an annual basis (six months for Representatives working at a generating plant). Contractor must use a Provider designated in the Toolkit to perform this testing.
- **Random Drug/Alcohol Testing (Mandatory for Risk I):** Contractor must enforce a random drug- and alcohol-testing program for all Risk I Representatives that meets or exceeds Company's random testing requirements (see Toolkit). For Risk I mandatory random testing, Contractor must use a Provider designated in the Toolkit. Upon request, Contractor must provide evidence that it has performed random testing in accordance with these Standards. If Contractor has a random testing program (whether or not required by these Standards), Contractor (or Provider, if applicable) must inform Company if random testing reveals that any Representative (Risk I or Risk II) is Non-Compliant under Company's Standards.
- **Reasonable Cause Drug/Alcohol Testing:** Any Representative (Risk I or Risk II) suspected, on reasonable cause, of being impaired by drugs or alcohol will be subject to drug and alcohol testing. "Reasonable cause" is a belief, based on objective and articulated facts, sufficient to lead a reasonable person to suspect that the Representative is using, or under the influence of, drugs or alcohol. Company, in its sole discretion, may require testing of a Representative for reasonable cause during any accident or incident investigation.
- **Post-Accident Drug/Alcohol Testing:**

1. Post-Accident/ Injury Testing will be applied in a neutral manner in order to further legitimate business purposes and will not be undertaken to retaliate against contractor personnel for reporting workplace injuries. The safety and well-being of the contractor personnel must be addressed before any testing is conducted.

2. It is the Contractor's responsibility to investigate such accidents, and determine, in Contractor's sole discretion, whether the Contractor Personnel will be drug and alcohol tested. Contractor shall provide Purchaser with a copy of the investigative report and findings of the accident, including an explanation as to why the Contractor Personnel was not drug or alcohol tested.

3. The Contractor will perform post-vehicle accident testing to meet the standards of DOT post-accident testing and Purchaser Standards:
    a. DOT requires drug and alcohol testing when a commercial motor vehicle is involved in a vehicular accident when (a) any fatality results from the accident; (b) a ticket is issued to the contractor personnel for a moving violation and any person involved in the accident requires medical treatment away from the scene of the accident; or (c) a ticket is issued to the contractor personnel for a moving violation and any vehicle involved is towed from the scene of the accident. These tests will be considered DOT post-accident tests.
    b. Additionally, the Contractor will conduct post-accident testing on any contractor personnel operating a motor vehicle while engaged in work activities for the company if the accident results in any of the following: (a) any fatality results from the accident; (b) a ticket is issued to the contractor personnel for a moving violation and any person involved in the accident requires medical treatment away from the scene of the accident; (c) a ticket is issued to the contractor personnel for a moving violation and any vehicle involved is towed from the scene of the accident;

or (d) any instance where management determines that there is a reasonable possibility that drug or alcohol use may have been a contributing factor to the accident.

4. Contractor personnel may also be tested for drugs and alcohol if they are involved in a serious on-the-job accident. Serious accidents may include, but are not necessarily limited to: an accident that caused or could have caused loss of life, bodily injury occurring to any person that required medical treatment where drug or alcohol use may have been a contributing factor, material damage to property, equipment or operations; a vehicle accident; or a material disruption to Purchaser's business or operations.

5. Contractor personnel who are involved in an accident while engaged in work activities for the company that also involves a member of the general public may be subject to drug and alcohol testing depending on the underlying circumstances involved.

6. Post-accident or injury alcohol and drug tests should be administered as soon as possible. If practicable, a post-accident or injury alcohol test should be administered no more than 8 hours after the accident or injury and a post-accident or injury drug test should be administered no more than 32 hours after the accident or injury. Any testing performed for DOT purposes must adhere to DOT test time parameters.

Test Procedure

Before being tested under these Standards, each Representative must sign a consent form (see Toolkit) releasing drug and alcohol test results to his/her employer and, if necessary, to Company. A Representative's refusal to submit to drug or alcohol screening per the Standards, or tampering with or adulteration of a specimen, will constitute a positive test result. Failure to provide a specimen within the designated time, without a satisfactory explanation, as determined by Company, will alsol constitute refusal and a positive test result. Specimen collection must be by Company-approved techniques, as follows:

- **Process for All Contractors Except Those at Generating Plants:** (See below for generating plant Contractors) For initial/pre-site screening and mandatory random testing (Risk I only), Contractor must conduct an unobserved standard urine drug screen using a Provider designated in the Toolkit and following the process outlined in the Toolkit. Provider will report to Company whether each Representative tested is "Compliant" or "Non-Compliant." For reasonable cause or post-accident testing (Risk I or Risk II), if Contractor has an account with a Company-designated Provider, Contractor must coordinate the required testing with that Provider; otherwise, Contractor must coordinate testing with any Substance Abuse and Mental Health Services Administration (SAMHSA)-certified clinic and provide the results to Company. Screening may not be by "quick test."
- **Process for Generating Plant Contractors Only:** For all types of screening and testing, collection of the specimen by Provider must be "observed" or monitored to ensure integrity of the specimen (unless prohibited by law). Drug testing of the specimen may be by use of a "quick test." If a Representative screens positive" (non-negative) for an illegal substance, the Representative cannot access a Company Work Site, pending laboratory test results showing "Compliant" status. However, if a Representative's non-negative "quick test" was the result of physician-prescribed medication, Contractor may allow the Representative to access Company's Work Site pursuant to the *Non-Negative Quick Tests as a Result of Prescription Medication* process at http://www.southerncompany.com/about-us/suppliers/generating-plant-access-requirements.html .

Prohibited Substances

Company strictly prohibits the use, possession, concealment, transportation, promotion, or sale of the following items or substances on any Work Site or while performing work for Contractor on behalf of any Affiliate:

- Illegal drugs, controlled substances (including trace amounts), look-alike, and designer drugs;
- Alcoholic beverages (except as explicitly permitted by Company policies);
- Drug paraphernalia; and
- Unauthorized prescription drugs.

The Toolkit provides additional information regarding prohibited substances. A Representative who engages in any prohibited conduct is subject to removal from the Work Site, denial of future access to Work Sites of all Affiliates, and restriction from performing work for any contractor on behalf of any Affiliate.

Effect of Positive Drug/Alcohol Results

- **Drugs:** Each Representative with laboratory test results that are positive for a prohibited drug (see Toolkit) is "Non-Compliant" and restricted from performing work for Contractor on behalf of any Affiliate. For the first

incident, the restriction will be for one year, or as otherwise determined by Company based on mitigating or aggravating circumstances. Following the restriction period, a compliant hair follicle drug screen and so long as there have been no other non-compliant occurrences, the Representative may return to work for Contractor on behalf of an Affiliate. After restriction removal, the Representative is subject to testing at any time. Any Representative who tests positive for prohibited drugs a second time will be restricted indefinitely from working for any contractor on behalf of any Affiliate.

- **Alcohol:** Depending on the blood alcohol concentration revealed by testing (see Toolkit), Contractor must remove the Non-Compliant Representative from the Work Site and the Representative may not perform work for Contractor on behalf of any Affiliate for a period as set forth in the Toolkit, or as otherwise approved by Company based on mitigating or aggravating circumstances. If a Representative is subject to a one-year restriction period, the Representative may return to work for Contractor on behalf of any Affiliate only after completing a hair follicle drug screen and so long as there have been no other non-compliant occurrences.

* *The hair follicle screen must be completed by the Company's designated providers. Contractor should contact Company for instructions.*

Part II. Minimum Requirements for Contractors Regarding Background Investigations

General

Representatives who perform work for Contractor on behalf of any Affiliate must not pose a safety or security threat. Contractor, at its expense, must administer a background investigation program that meets or exceeds the requirements of this Part II. Contractor must notify Representatives of the requirements of its program and ensure that they adhere to the program. Except in emergency situations (as determined by Company), each Representative classified as Risk I for background investigation purposes must have met the minimum requirements described in this Part II, as determined by a Provider designated in the Toolkit, before arriving on a Work Site or commencing work for Contractor on behalf of Company.

Initial/Pre-Site Background Investigation Process

For each Representative classified by Company as Risk I for background investigation purposes, Contractor must use a Provider designated in the Toolkit to complete an initial/pre-site background investigation before the Representative begins work for Contractor on behalf of Company. The Toolkit includes additional information regarding the background investigation process.

Before the background investigation, each Representative must sign a consent form releasing all background investigation results to his/her employer and, if necessary, to Company. Based on the investigation results, Provider will report to Company whether each Representative is "Compliant" or "Non-Compliant." Contractor may not allow a Risk I Representative to perform work for Contractor on behalf of Company until after Provider determines that the Representative is "Compliant." A Representative is "Non-Compliant" if he/she; (i) refuses to consent to a background investigation; or (ii) fails to meet the minimum Standards outlined in this Part II and in the Toolkit. Except as noted below, a Non-Compliant Representative is restricted indefinitely from working for any contractor on behalf of any Affiliate.

Background Disqualification Criteria

Provider will use Company's disqualification criteria to assess a Representative's background investigation results. These criteria do not necessarily constitute an absolute bar to "Compliant" status. In applying these criteria, factors considered include the nature of the conviction, the time of the conviction, evidence of rehabilitation, and the nature of the position for which the individual is being considered. Generally, a Representative is "Non-Compliant" and disqualified if the background investigation reveals any of the following:

- Felony conviction;
- Conviction for certain misdemeanors;
- DUI/DWI convictions (depending on job position);
- Pending charges that, if resulting in a conviction, would disqualify for one of the preceding reasons;
- Currently on probation for charges related to one of the preceding reasons;
- Pattern of behavior in the past that may not have resulted in a conviction, but that indicates involvement in criminal activity;
- Incident of workplace violence;
- Willful omission, misrepresentation, or falsification of personal data provided for background investigation purposes;
- Not authorized to work in the United States;

- Currently prohibited from performing work for, or for any contractor on behalf of, any Affiliate; or
- Suspended or revoked driver's license (for any position that requires driving).

A Representative may have pending criminal charges or may be participating in a program such as Georgia's First Offender or Alabama's Youthful Offender programs, which, on conviction or failure to successfully complete the probationary sentence, would make the Representative "Non-Compliant." In these cases, Provider will classify the Representative as Non-Compliant, pending final adjudication of the charges through the criminal judicial process. In addition, in determining whether a Representative is "Non-Compliant," Provider will consider Florida's "Youthful Offender" and "adjudication withheld" status as a conviction.

A Non-Compliant Representative may request that Company review his/her status if: (i) substantial, relevant, and material information is available or if there is a significant change in circumstances; and (ii) the Non-Compliant Representative has the sponsorship of either his/her employer (Contractor) or union (if applicable). Relevant information that could support review includes nature and time of the conviction, evidence of rehabilitation, or nature of the position or work activity. If Contractor (or the union) is satisfied that the Non-Compliant Representative can produce relevant and material evidence that, when considered together with the background investigation results, provides justification for reviewing the disqualification, Contractor (or union) may notify Company's Compliance Office in writing that it recommends review.

Company may require additional documentation (including, without limitation, an updated background investigation report from Provider) to substantiate claims made in the review request. Company will notify Contractor in writing of Company's decision. A decision resulting from the review process will be at Company's discretion and will be final and binding as to work for Contractor on behalf of any Affiliate.

Post-Employment Background Investigation

With respect to each Representative classified by Company as Risk I for background investigation purposes and previously found to be "Compliant," Company may require a background investigation under these Standards at any time Company deems appropriate in order to meet regulatory compliance requirements or to ensure Agreement compliance. Also, Company at any time may require a background investigation under these Standards of any Representative, whether Risk I or Risk II, in which case Contractor will follow the procedures in this Part II. Contractor must use a Provider designated in the Toolkit to perform all background investigations.

Revised February 1, 2018

Southern Company

Attachment III-8

Drug, Alcohol and Background Screening Toolkit for Southern Company Generation Contractors

This Toolkit describes the background and drug screening process for Contractors serving Southern Company and its affiliates (Company) for generating plants. Screening occurs during the following scenarios:

- Initial (pre-site) drug screen/background investigation
- Reasonable cause alcohol/ drug screen
- Post-accident alcohol/ drug screen
- Random drug screen
- Renewal drug screen

This screening process is in accordance with the Company Standards as outlined in the Southern Company-Contractor contract agreement and shall be followed to the extent applicable by state and federal laws. Generating Plant Access Requirements are also communicated via the Supplier webpage: https://www.southerncompany.com/content/southern-company/homepage/about-us/suppliers/generating-plant-access-requirements.html

Toolkit contents:

Page	Topic
2	Contractor's procedure for initial (pre-site) screenings
2	Contractor's procedure for renewals, post-accident, reasonable cause or random screening
3	List of approved screening providers
4	Screening criteria and disqualification standards
5	Frequently asked questions

Note: If Contractor's services are through a Non-Generation contract, see Toolkit for Southern Company (Attachment III -7).

Account Set-up and Contractor's procedure for initial (pre-site) Drug and Background Screening:

- Southern Company Supply Chain Management or the contract administrator will inform Contractor of the drug and background screening requirements.
- Contractor will select the appropriate provider for the required screenings (page 3). When contacting the Provider, the Contractor shall identify themselves as a Southern Company Contractor and open an account. Contractor is responsible for all costs incurred for the drug screen and background investigation. If reimbursement is available, Contractor will seek this through the appropriate Southern Company contact.
- For drug screening, the provider will give the Contractor an approved list of collectors to use. The provider will also provide any necessary forms and devices needed to conduct the drug screening.
- For background screening, the provider will direct the Contractor to the appropriate platform to request the background investigation.
- The provider will conduct the required drug and/or background screens based on the pre-set Southern Company screening criteria (page 4) and will make an eligibility decision based on Southern Company disqualification standards (page 4). The provider will identify the Contractor's representative as "Compliant" or "Non-Compliant" and will communicate that decision to the Contractor and Southern Company.
- Contractor shall follow Company's Fitness for Duty Procedure for workers taking prescribed medication. This procedure is outlined on the Supplier's webpage. https://www.southerncompany.com/content/southern-company/homepage/about-us/suppliers/generating-plant-access-requirements.html .
- Specific Alere accounts have been set-up for screening for union Boilermakers and Ironworkers. (See FAQ for more information)
- DOT- regulated workers are not required to have drug screens under this program if performing in regulated capacity. Risk evaluation may require background screening.

Contractor's procedure for renewal Drug and/or Background Screening:

- Contractors shall ensure their employees remain compliant with all drug and background screening requirements. A screening provider from the screening provider list (page 3) shall be used and shall follow the same procedure described above.
- Renewal drug screens are required every 12 months.
- Renewal background screens are required every 7 years.

Contractor's procedure for post-accident, or reasonable cause Drug and/ or Alcohol Screening:

- If a post- accident or reasonable cause screen is required, a screening provider from the screening provider list (page 3) shall be used and shall follow the same procedure described above, except in cases of emergency.
- Contractor shall follow the appropriate investigative and reporting procedure in company-Contractor agreement.

Contractor's procedure for random Screening:

- A screening provider from the screening provider list (page 3) shall be used and shall follow the same procedure described above. Random drug screening requirements will be communicated by Supply Chain Management or contract administrator.

Southern Company

Attachment III-8

List of Screening Providers for Drug, Alcohol Screening & Background Investigations

Program requirements have been established with the following vendors. Contractors must use the vendors below for all required screening. When contacting the vendors, Contractors should identify themselves as a Southern Company Contractor

Drug & Alcohol Screening

Alere Toxicology Services (Abbott)
1-800-433-3823, ext. 68618 (Green Team)

Background Screening

Yale Associates
1-800-536-5772

Drug & Alcohol Screening	Background Screening
Alere Toxicology Services (Abbott) 1-800-433-3823, ext. 68618 (Green Team) ➢ Alere Toxicology is the approved provider for all Drug & Alcohol screening for Generation Contractors.	Yale Associates 1-800-536-5772 ➢ Yale Associates is the approved provider for Background Screenings. Account set-up may take 5-7 business days.

Please note: Company reserves the right to add or delete screening providers from this list at any time.
Company provides this list of designated providers to assist Contractor in selecting a service provider to perform drug /alcohol screening and background investigations for Contractor. While we believe that these firms provide services that are consistent with company's standards, company and its agents do not warrant or guarantee the work, methods, or results of any provider on this list. It is the responsibility of Contractor to conduct its own evaluation of these providers to determine the competence and professionalism of the provider that it ultimately chooses

Drug/Alcohol Screening & Background Investigation Criteria

Drug Screen Criteria*:

Drug screens will be conducted by urinalyses and may be conducted by quick-test (approved POCT device) or traditional lab screening. Quick-tests deliver an immediate result. If the quick-test result is non-negative, it will be sent to the lab for additional screening. Traditional lab screens generally take 2-4 business days for a result. Donors will be screened, at a minimum for cocaine, marijuana, opiates, amphetamines/meth and PCP.

Alcohol Screen Criteria*:

Alcohol screening shall not be conducted for initial (pre-site) screening, but may be appropriate for random, for cause and post-accident situations.

**Post-accident alcohol and drug screening: Follow OSHA regulations to determine drug and alcohol test necessity in post-accident situations.*

Background Investigation Screening Criteria:

Providers have been furnished with Company's specific screening requirements for background investigations, including the following general components:

Criminal history (State and National)	Social Security number verification
Driver's License report	Global Watch (terrorist and blocked parties)
Sex Offender Registry	Federal District criminal history
Additional searches may be requested or added at the request of the Company or Contractor	

Disqualification Standards:

The following criteria may deem worker ineligible for site access:

- Positive (Non-Compliant) drug/alcohol screen, illicit, look-alike or unauthorized prescription medication
- Certain Misdemeanor or Felony Convictions
- Open warrants
- Pending charges that, if resulting in a conviction, would disqualify for one of the preceding reasons
- Currently on probation for charges related to one of the preceding reasons
- Pattern of behavior in the past that may not have resulted in a conviction, but that indicates involvement in criminal activity
- Incident of workplace violence
- Willful omission, misrepresentation, or falsification of personal data provided for background investigation purposes (e.g., omitted criminal conviction, falsification of degree)
- Not authorized to work in the United States
- Currently prohibited from performing work for, or for any Contractor on behalf of, Company or any affiliate
- Suspended or revoked driver's license (for any position that requires driving)
- SSN not found, or SSN belongs to someone else
- Inclusion on blocked persons (terrorist) list

Note: A status of non-compliant is only a denial of access to Southern Company property and is not a recommendation for you to take adverse action against your employee. As the worker's employer, if you independently take adverse action against your employee based on the employee's non-compliant status, it is recommended you seek legal counsel regarding compliance under the Fair Credit Reporting Act.

Frequently Asked Questions:

This document was developed to provide you with answers to the most frequently asked questions we receive during the Contractor background and drug screen process. This is considered a living document and we welcome additional suggestions to improve it.

Q. Are providers listed in this toolkit required?
A. Contractors must use one of the providers listed in the toolkit. These providers have relationships with Southern Company and have been provided the specific directives and criteria required by Southern Company.

Q. If the drug screens are missing from Southern Company's Contractor database, what should the Contractor do?
A. Review the Provider's database and contact the Provider (Page 3) to locate the missing screen.

Q. What circumstances can delay completion of a background investigation?
A. The goal is to complete the background process within 5 business days; however, there are times this is not possible. Several explanations include:

- Jurisdiction requires a clerk assisted search rather than an automated search.
- In some cases, physical documents must be obtained. In some states, this is by written request only.
- A criminal "hit" is identified in the search, however there is no information regarding the final disposition.
- The background investigative report may need to go through a quality review process to determine if additional searches or requests for additional information is needed.

Q. What happens once the screens are complete?
A. Once the screens are complete, the provider will review the results and assign a compliant or non-compliant status in accordance with Southern Company's criteria. The compliance result will be communicated to the Contractor by the Provider through the appropriate database or email system. Results will also be sent and loaded into the Southern Company contract worker database.

Q. What are the MOST and IMPACT programs?
A. Boilermaker MOST and Ironworker IM-PACT programs must be used for union boilermaker and ironworker screenings. Contractors should contact MOST and/or IMPACT to schedule drug screening for these members. MOST and IMPACT will be billed for screening costs. Southern Company will not reimburse Contractors for union boilermaker or ironworker screens.

10. SECURITY GUIDELINES

In the event of heightened national security, certain restrictions apply to the entry to and departure from the plant site. A security threat level designated as **"high (orange)"** will be categorized by, but not limited to, the following elevated security measures:

- Extensive search of all vehicles, including contents
- Employees without identifying vehicle or hardhat stickers are subject to immediate removal from the plant site
- Regular security briefings will be required daily to inform all employees of security status

A security threat level designated as **"severe (red)"** shall incorporate the same guidelines as those designated as "high (orange)", except that removal of all non-essential employees and contractors may be required. Such decisions to remove employees from or prohibit entry of the same to the plant site shall be at the discretion of the plant manager and may be enforced at any time without notice. Every attempt will be made to inform contract management of any such decisions as early as possible.

It is understood that the above mentioned guidelines are not limited to the specific actions stated herein. These procedures are subject to change as deemed appropriate by GPC.

Attachment No.

SOUTHERN COMPANY PROJECT SECURITY RULES

Violation of the rules listed below will be grounds for barring the violator from the properties of Southern Company and all subsidiaries properties (hereinafter collectively referred to as "Southern Company") for extended periods of time at the discretion of Southern Company.

I. ENTRY/DEPARTURE FROM THE PROJECT SITE

There are specific rules for gaining entry to and departing from every project site. A copy of such rules is available at the project site. These rules include requirements for identification, valid driver's license if operating motor vehicle, search of the individuals and their personal property (including vehicles, lunch boxes, parcels, etc.), and parking in designated areas.

All jobsite personnel are required to know and abide by these rules, and any other special project site rules. Lack of knowledge of any rule will not be a satisfactory excuse for violation of the same.

II. SOUTHERN COMPANY TOOLS, EQUIPMENT, AND MATERIAL

All tools, supplies, material, equipment, computer hardware, software, electronic storage media, vehicles and services belonging to or procured by Southern Company shall be used only for the benefit of Southern Company. A Clearance Pass signed by an authorized Southern Company authorized representative must accompany any material, tools, equipment, electronic devices, etc., leaving the site.

III. PERSONAL ELECTRONIC DEVICES

The possession, use and/or connection to Company networks of any personal electronic devices to include, but not limited to, cell phones, cameras, televisions, recorders, radios, iPods, MP3 players, CD players, and USB storage devices is prohibited without the express permission of a Southern Company authorized representative.

IV. CONDUCT ON THE JOB

The following are examples of conduct which will not be tolerated:

1. Stealing
2. Fighting
3. Discrimination or harassment of any kind or character, based on race, color, religion, sex, national origin, age, disability, veteran status, genetic information, sexual orientation, gender identity or expression, or any other basis prohibited by law, including but not limited to conduct or language derogatory to any individual that creates an intimidating, hostile, or offensive working environment, will not be tolerated. Specific examples include, but are not limited to, jokes, pranks, epithets, written or graphic material, or hostility or aversion toward any individual or group.
4. Threats of violence
5. Violation of OSHA/EPA or other Federal/State/Local regulations
6. Conduct that may harm or be hazardous to any property or life or limb of any other person or entity on the property
7. Use or possession of any firearm on the property
8. The use, possession, distribution, sale, or being under the influence of illicit drugs, alcohol, abuse of prescribed medication or use of medication prescribed for someone else

V. DRUG AND ALCOHOL SCREENS AND BACKGROUND INVESTIGATIONS

Based on the work or activities that an individual will perform while at a Southern Company worksite, the individual may be subject to drug and alcohol testing and/or background investigations. Details regarding such requirements are part of the contract between the individual's employer and Southern Company, and a copy of such requirements can be provided upon request.

CERTIFICATION

I have received and read a copy of the Southern Company Project Security Rules from my employer and I agree to abide by them. I understand that violators of these rules may be removed from Southern Company properties and Southern Company may refuse to readmit such violators for extended periods of time.

In consideration of my having access to Southern Company property in connection with my employment, I hereby consent to the search of myself and my personal property (including vehicles, lunch boxes, parcels, etc.) knowing that such searches may occur at any time when entering, departing or while on Southern Company premises. Further, in consideration of my having access to the project in connection with any employment, I hereby consent to drug and alcohol testing and background investigations by my employer and **voluntarily consent to the release of aforesaid results and investigations to Southern Company**. I agree to report to my employer any prescribed medication, any over-the-counter medication, or any substances taken which could adversely affect my ability to perform the essential functions of my job at the project site safely and efficiently. I understand that refusal to submit to drug and alcohol testing, failure to provide a specimen within the specific time allotted, leaving the testing facility without Southern Company's approval or tampering or adulteration of a specimen will be considered the same as a positive drug test result.

_____ DATE

_____ SIGNATURE

_____ EMPLOYER NAME

_____ TYPED OR PRINTED NAME

Driver License	State:	No:	Class:	Exp:

Driver License shall be verified for all positions that contractually require driving.

Rev 22

11. DOCUMENT SUBMITTAL SPECIFICATION

1.0 GENERAL

Document submittals to Purchaser - Southern Company Services, Inc. (SCS) - shall meet all requirements set forth in this specification. SCS reserves the right to reject any part of or all document submittals not meeting these requirements. SCS further reserves the right to require resubmittal of documents to meet the required quality without additional cost to SCS. The clock on turn around will not start until documents are successfully submitted meeting the requirements of this specification.

Vendor should not resubmit the same document revision submitted under a previous transmittal. Documents submitted shall be in accordance with requirements of the technical specification, the Vendor Document Submittal Schedule (VDSS) and other provisions of this order.

2.0 DOCUMENT IDENTIFICATION

Document submittals must be accompanied by a document list of the items being transmitted. The addressee and distribution copies of the transmittal letter shall be as specified after award or in the purchase order. When submitted electronically, the document list shall be in spreadsheet (*.xls) or comma-delimited text file (*.csv) format as shown in Figure 1. Information provided with each transmittal shall be as follows:

	On Transmittal Letter	On Each Document	Included in Document List
Vendor name	X	X	X
Vendor document number	X	X	X
Vendor document revision number	X	X	X
Vendor revision date		X	X
Vendor document title**		X	X
Vendor document sheet number	X	X	X
SCS' purchase order number	X	X	X
SCS' project name and unit number	X	X	X
SCS' document number (if previously assigned)		X	X
VDSS item number			X
Submittal date	X		X
Manufacturer's name	X	X	

Table 1. Identification Requirements

**Title must describe in words what system, device, object, etc. is depicted on the drawing. Code names/numbers that only have meaning to the vendor are not acceptable.

Southern Company PO number:
Southern Company Project Name:

Vendor Name	Vendor Document Number	Vendor Document Revision Numbe	Vendor Revision Date	Document Title	Vendor Document Sheet Numb	Southern Company Document Number (if assigned)	VDSS Item Numbe	Submittal Date

Figure 1. Sample Document List

3.0 DOCUMENT QUALITY

Documents received from vendors shall be legible. Electronic documents shall not contain references to external files in the form of shortcuts, hyperlinks, or dependencies. Electronic documents shall not contain password protection or encryption.

Documents shall be in sufficient detail to indicate the information specifically requested in the VDSS and applicable specifications provided to vendor. Document titles shall be descriptive enough to indicate the specific content of the document.

Document revisions shall clearly indicate the nature of the change from the previous revision through the use of clouds, revision bars, specific revision block notes, or some other equivalent means. The use of vague revision descriptions such as “General Revision” or “Client Comments Incorporated” shall be avoided. Revisions to manuals shall be submitted as the entire document, not only the revised or inserted pages.

4.0 ELECTRONIC DOCUMENT FORMAT

The following electronic file types are acceptable:

- Drawing files in *.pdf format (preferably) or Tagged Image File Format (TIFF) – Group 4 (*.tif) format. All drawings shall be monochrome (black and white; no color). Do not
- submit “layered” PDF files. Do not submit Excel files for processing (with the exception of the document list).
- Documents, such as manuals, may contain color.
- For non-drawing documentation (for example, manuals), single files in *.pdf format.
- Other suitable file types as specifically pre-approved by SCS.

Electronic file names shall strictly adhere to this format or the submittal may be rejected:

XXXXX-N-RZ.pdf

where	XXXXX	is the document number as on the cover sheet or title block (any number of digits as required but it must be a unique document number). Do not include the revision or sheet number as part of your vendor number. Those items should be on your document and noted on the document list. Vendor will resubmit, if applicable,

	revisions using the exact same vendor document number and higher revision level.
N	is the specific sheet number, if applicable.
Z	is the revision.

Do not add other information to the electronic file name like number of pages, revision date, etc. Vendor document numbers on the drawing or multipage cover sheet must match exactly the same number designated by the "XXXXX". You cannot submit one number on your Drawling List and provide an electronic file with an entirely different label.

5.0 DOCUMENT SUBMITTAL METHODS

5.1 Transmittals Using PIMS

5.1.1 SCS owns and maintains the Project Information Management System (PIMS), an online project collaboration tool. **The method of transmitting vendor drawings to SCS is by posting them to the PIMS website. (Exceptions to this method must be noted on vendor's proposal and approved by SCS.)** PIMS is designed to manage all communication and collaboration on a project, including all electronic document submittals, design and construction questions and responses, and any other miscellaneous communication between SCS and Vendor/Contractor. **The PIMS Vendor User Manual is available upon request and will be supplied to the Vendor/Contractor when PIMS access is granted.** Any questions regarding access to or use of PIMS should be directed to PIMS Support, at pimsupport@southernco.com. Some projects will provide supplemental posting instructions that must be adhere to for all submittals.

5.1.2 At the award of the contract, the Vendor/Contractor shall provide SCS with the information required to establish PIMS user IDs for each Vendor/Contractor employee requiring access to PIMS.

5.1.3 The Vendor shall submit all required electronic files through PIMS by attaching them to a Vendor Transmittal Form (VTF). Once a Vendor Transmittal Form is generated, PIMS sends a notification to SCS that the file has been posted. Resubmittals shall use new VTF transmittal to ensure proper notification of the parties involved. The detailed description of this process is explained in the PIMS Vendor User Manual. Individual PIMS VTFs should be submitted for single Purchase Order numbers, do not submit documents for multiple Purchase Orders on a single VTF.

5.1.4 The VTF form shall include a reference to the specific item number on the VDSS and the document list described in section 2.0 of this specification.

5.1.5 The Vendor shall include 'Document Control Birmingham' in the 'Send Notification Email To following Distribution Lists:' section of the VTF. If Document Control is not selected, the documents will not be processed and significant delay will occur. Some projects will provide specific distribution requirements in addition to the Document Control Birmingham.

5.1.6 As technology continues to evolve, SCS may elect to implement new or alternate means of project communication and collaboration. If this occurs, Vendor/Contractor correspondence should be directed to the new process following guidance that will be provided at that time.

5.1.7 If SCS Document Control determines the guidance in this document was not properly followed to transmit drawings, Document Control will communicate with the vendor via the VTF of the issues and will work to process the incorrect submittal. Subsequent submittals will be rejected to the vendor and the PIMS posting will be closed. Once the vendor corrects the submittal issues, the drawings must be resubmitted using a new PIMS posting.

5.2 Other Transmittal Methods

5.2.1 Transmittals by E-Mail

***** This method is STRONGLY DISCOURAGED and can potentially significantly delay processing of the submittal.** Submittals will not be accepted unless it has been pre-approved by SCS*******

Only for unique situations and if pre-approved by SCS, files may be transmitted via e-mail to SCS Document Control using the appropriate email addresses below. A transmittal letter shall be attached to the email. Files shall be e-mailed as attachments. Maximum size allowable is ten megabytes (10Mb) per E-mail. *.exe, *.zip, *.com, *.pif, and *.scr files (and other type files which could contain virus software) will be rejected automatically by the SCS' e-mail border guard system. Those files which exceed the maximum limit should be sent via CD-R.

The Vendor shall send e-mail transmittals to the Project Engineer and any others identified as contacts for the order by the project and to the Birmingham Document Control office, docconbhm@southernco.com.

5.2.2 Transmittals by CD-R or DVD

Typically used for OEM manuals only. Documents may be transmitted via compact disc - recordable (CD-R) media if pre-approved by SCS. CD-Rs shall be mailed to the address below, accompanied by a hard-copy transmittal letter. Revisions to manuals shall be submitted as the entire document, not only the revised or inserted pages. Bookmarks within the PDF file are acceptable.

Submit project-based documentation to:

Southern Company Generation

Attn: Document Control Supervisor Bin B403

42 Inverness Center Parkway

Birmingham, AL 35242-4809

5.2.3 Paper Copy Transmittal

***** This method is STRONGLY DISCOURAGED and can potentially significantly delay processing of the submittal.** Submittals will not be accepted unless it has been pre-approved by SCS******* If pre-approved by SCS, high quality paper copy documents submitted shall be full- size, sharp, blackline white prints suitable for scanning. Documents submitted shall be accompanied by a transmittal letter and drawing list. Mail paper copies of documents to the SCG Document Control address above.

5.3 Purchaser Review

Vendor should clearly identify the purpose of the drawing/documents submittal, e.g. issued for construction, for approval, for information, and so forth. Drawings required for field installation should be clearly noted as such.

When reviewing vendor documentation, SCS will assign a code from the following list of document status codes:

Approved

A vendor document that requires no changes by the vendor and can be issued for construction/manufacture shall be designated “Approved”. This designation instructs the vendor to proceed with all work defined by the data.

Approved with Comments – Correct and Resubmit

A vendor document returned to the vendor with comments for design changes (ranging from minor to fairly moderate changes needed) shall be designated “Approved with Comments – Correct and Resubmit”. This status alerts the vendor to revise per SCS comments and to proceed with the work per the comments. The vendor is required to revise and resubmit the document for final acceptance. The revised document must be submitted at the next vendor revision level (For example, a vendor cannot submit a Rev 1 document initially, then make corrections and resubmit as a Rev 1 document).

Rejected to Vendor

A vendor document that is completely unacceptable for design and requires a rework shall be designated “Rejected to Vendor”. This designation instructs the vendor to not proceed with any work defined by the data submitted. The vendor is required to revise and resubmit per SCS comments, unless otherwise noted. The revised document must be submitted at the next vendor revision level (For example, a vendor cannot submit a Rev 1 document initially, then make corrections and resubmit as a Rev 1 document).

Information Only

A vendor document that is not required for approval, construction, installation, or startup but is retained for information by SCS shall be designated “Information Only”. Documentation designated “Information Only” is not returned to the vendor and is not sent to the field unless requested.

SCS Approval Not Required

A vendor document that is required for construction, installation, or startup but does not require SCS approval shall be designated “SCS Approval Not Required”.

SCS Review Complete – No Comments to Vendor

Documents received from external companies as part of a contract to perform engineering services (for example, engineering design activities performed by an outsourcing firm) shall be designated “SCS Review Complete – No Comments to Vendor” if they require no changes and if, per the contract, those documents do not require SCS approval. A drawing so reviewed shall be considered issued for construction.

SCS Review Complete – Comments to Vendor

Documents received from external companies as part of a contract to perform engineering services (for example, engineering design activities performed by an outsourcing firm) shall be designated “SCS Review Complete – Comments to Vendor” if they contain comments and if, per the contract, those documents do not require SCS approval.

6.0 PROTECTING INFORMATION

Recognizing the need to protect personal, identifying information, SCS requires vendors to not include certain sensitive information (for example, Social Security numbers) in their submittals.

12. E&CS Projects / Barricade Procedure

1.0 Purpose

The purpose of this site specific procedure is to establish minimum requirements for barricade selection, erection, and maintenance on E&CS Projects.

2.0 Scope

This procedure applies to all barricades erected by SCS Construction Personnel or their

Representatives and all Contractors performing work on the E&CS Projects.

3.0 Responsibility

3.1. SCS Site Management has overall responsibility for development, communication, and oversight of this procedure.

3.2. Contractor site managers have overall responsibility for implementation and compliance with this procedure, and to ensure that an adequate supply of needed materials and resources are readily available to their supervisors.

3.3. Contractor supervisors are responsible for erecting and maintaining barricades and signs required for employee protection and ensuring adherence to this procedure.

4.0 Requirements

4.1. The supervisor (foreman, general foreman, and superintendent) who had the barricade installed shall retain responsibility for the integrity of the barricade and shall take additional appropriate action if the barricade is not adequately limiting access. Responsibility may be formally passed to another supervisor. When the need for the barricade has ended, the barricade shall be removed immediately.

4.2. Contractor Job Safety Analysis will provide for sign-off by the supervisor that they have inspected their barricades at shift end, and their barricades meet the provisions of this procedure. The statement and sign-off may be attached to the JSA form.

4.3. All warning and protective barricades shall have a barricade tag attached. The tag shall be readily visible from each side and at all gates, and shall contain the following information:

4.3.1. The date the barricade was erected.

4.3.2. The potential hazard.

4.3.3. The name of the Contractor, responsible supervisor, and a site contact phone/LINC number for the barricaded area.

4.3.4. At locations where potential hazards exist, the contractor shall be responsible for posting, installing, and maintaining signs, signals, and barricades to detour the passage if persons or vehicles.

5.0 **Barricade Types**

5.1. **Yellow and Black Caution Tape** is to be used to identify the presence of a possible hazard. Caution Barricades must be erected to identify areas where personnel may enter or pass thru with caution.

5.2. **Red and Black Danger Tape** is to be used only in cases of life-threatening/extreme hazards. Danger Barricades must be erected to identify restricted areas where entry by personnel not involved in the task are prohibited. Barricade must be kept six feet back from the edge of excavations, holes, platforms, and roof edges.

5.3. For Red and Black Danger barricades, be attentive that all possible means of entry are clearly barricaded to prevent accidental or unauthorized entry from doors, stairs, landings, elevators, scaffolds, etc.

5.4. The only exception to this will be in cases of accident or emergency. If an incident occurs that could expose employees to life-threatening hazards, a red and black danger barricade may be utilized to prevent access to the area.

6.0 **Radiation barricade tape** is identified with the yellow/magenta tape with the radiation symbol and is used to mark the perimeter of radiography work in progress. Check local procedures for additional signage and tag requirements.

7.0 **Rigid barricades** must be 42" high, square, and level. Rigid barricades must be installed prior to creating a floor or wall opening. Rigid barricades will be wrapped in appropriate color barricade tape to convey the hazard. Spacing of vertical members for rigid barricades must not exceed 8 feet on center.

7.1. Rigid barricade used for fall prevention must meet the guardrail standard.

8.0 **Hazard Specific barricades** to identify asbestos, biohazard, lead abatement, etc., must be erected, and maintained per this procedure, plastic barricade tape for specific hazards may be used in place of nylon webbing or fiber reinforced plastic tape.

9.0 **Material Storage/Laydown Areas**

9.1. All material storage areas must be approved by appropriate SCS Construction Staff member.

9.2. Long term *(1 week or greater)* material storage and laydown areas located inside the main project footprint or adjacent to roadways will be barricaded using orange snow fence. Post/stanchions supporting snow fence will be placed no greater than 10 feet apart, if posts are used, impalement protection must be provided. Snow fence material will be installed square and level, and maintained on a continual basis to ensure a neat appearance. Contractor will place a minimum of three zip- ties per post/stanchion to secure the fence fabric. Gate openings for personnel will be three feet wide; gate openings for equipment may be up to 12 feet wide to allow safe vehicle passage to and from the area. Entrances can be left open as long as no hazard exists. In the event this changes the entrances are to be barricaded with the appropriate warning tape and tags.

9.3. Short term *(Less than 1 week)* material storage/laydown areas will follow provisions for a Caution Barricade. Indoor material storage/laydown areas may be considered Short Term, and will follow provisions of a Caution Barricade.

10.0 **Approved Barricade Materials**

10.1. Nylon webbing type or fiber-reinforced plastic barricade tape

10.2. Black/Yellow or Red/Black rope with minimum 1/2" diameter

10.3. 42" tall stanchions, in good repair, with impalement protection where needed

10.4. 2X4 lumber for rigid barricade

10.5. Tube and coupler or cup lock scaffold components may be used for rigid barricade

10.6. Orange bicycle flag on 5–6 foot fiberglass rod to identify gates

10.7. Orange snow fence

10.8. T - Post for snow fence with impalement protection

10.9. Barricade materials will not be used for tag lines, hand lines, flagging, etc.

11.0 **Barricade Erection and Maintenance**

11.1. Barricades must be installed 42" off the working surface, with supports no greater than 12 feet apart. They must be installed and continually maintained neat, square and level.

11.2. All barricades will have a three foot opening as a gate for personnel access/egress.

The gate will be identified using an orange bicycle type flag attached to a stanchion. More than one gate can be placed for larger areas. **Personnel are <u>not</u> allowed to cross over, or duck under barricade tape – personnel must use a gate for all access/egress.**

11.3. Ensure that the barricade perimeter extends far enough out to prevent contact with the hazard.

11.4. Barricades must not unnecessarily block or obstruct other Contractor work areas, walkways, stair landings or roadways. Use approved barricade materials to properly barricade only the hazard area.

11.5. Do not tie barricade to plant operations equipment or barricade fire protection or other plant emergency equipment without authorization of the appropriate SCS Site Management. SCS Site Management must notify and have approval from the Plant.

11.6. Barricades shall have blinking lights when used on roadways, walkways or other high traffic areas after dark.

11.7. Crane backswing radius protection may be mounted to the car body on mobile cranes, gates are not necessary; authorized personnel may cross under this barricade.

11.8. Traffic cones without appropriate barricade tape do not constitute a safety barricade. Traffic cones without barricade tape may be used for traffic control purposes, or to enhance awareness of a hazard.

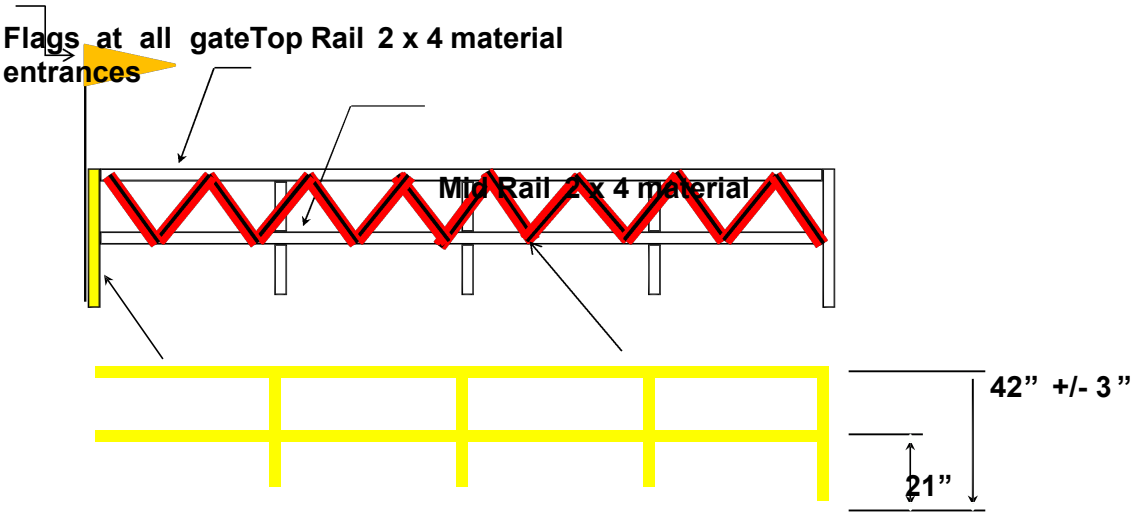
11.9. Gates for vehicle or equipment access/egress of work areas should be manned to prevent a need for the driver to mount/dismount the vehicle unnecessarily. This is especially important for vendor trucks delivering rock, dirt, concrete or other materials.

11.10. **Barricade tape will not be used for "flagging"; contractors may use Hi-Viz Surveyor tape or similar to flag low clearances, guy wires, wire rope guardrails, etc.**

11.11. **Barricades will be maintained continually in good repair and promptly removed when the work is complete or hazard eliminated.**

FIGURE 1

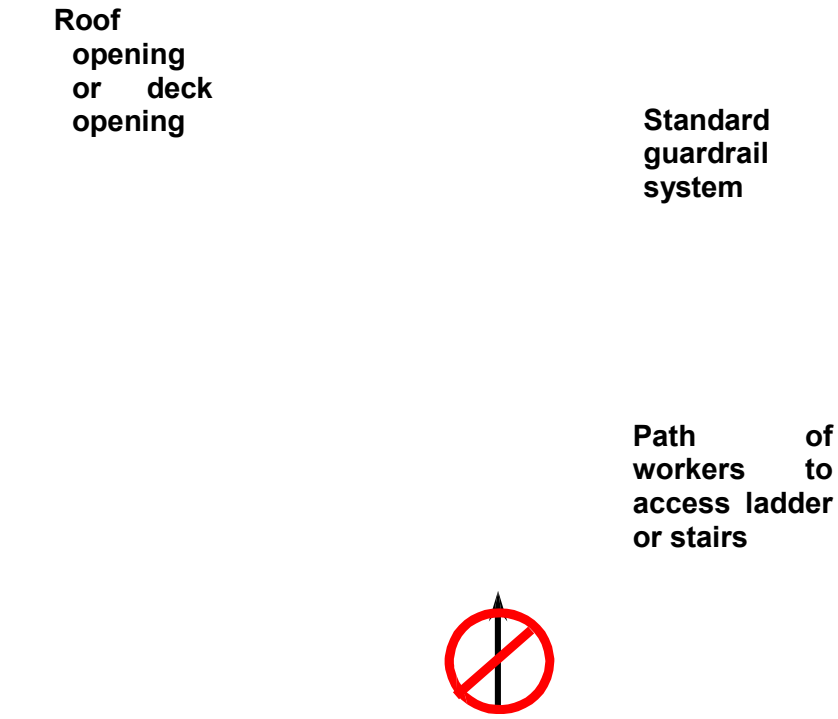
Rigid Barricade System

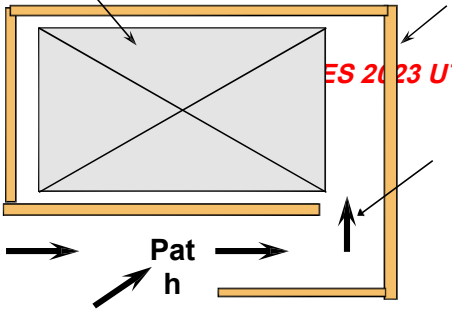


All Barricades Must Be Tagged!

FIGURE 2

Floor and Roof Access Openings



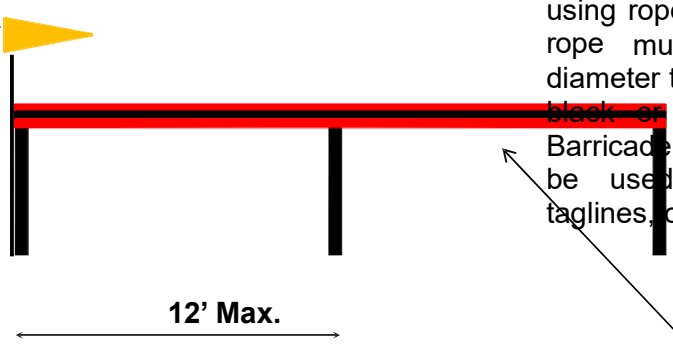


All Barricades Must Be Tagged!

FIGURE 3

Barricade Tape/Rope System

Flags at all gate entrances



NOTE: If using rope in lieu of tape, all rope must be ½ " min. diameter three strand red and black or yellow and black. Barricade materials can not be used for hand lines, taglines, or flagging etc…

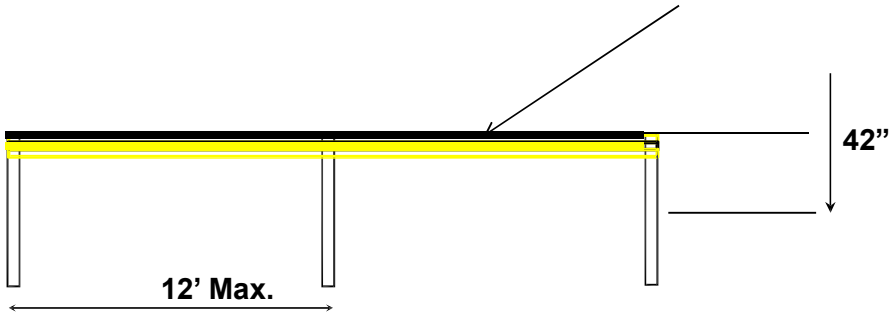
12' Max.

All Barricades Must Be Tagged!

Nylon webbing type or fiber-reinforced plastic barricade tape

Flags at all gate entrances




42”
12’ Max.

Attachment 1 to Exhibit P

NETWORK OPERATING STANDARDS PROVISIONS

To the extent that the Work includes Contractor access to any Southern Company Network, the following additional terms and conditions shall apply to and govern the performance of that Work. To the extent of a conflict between a provision of this Exhibit and a provision of another Contract Document, the order of precedence section in the Contract Documents shall govern such conflict.

OPERATING STANDARDS FOR ACCESS TO THE SOUTHERN COMPANY NETWORK

1. The term "Operating Standards" means the computer access and operating requirements set forth in this attachment.
2. The term "Southern Company Network" collectively means the computer networks and related telecommunications systems owned, operated, and under the Company's and Affiliates' control.
3. Contractor must comply with these Operating Standards and agrees that failure to do so will constitute a material breach of the Agreement. Contractor may access the Southern Company Network only if authorized by Company and only to the extent necessary to perform its Services obligations.
4. Contractor access to the Southern Company Network must be limited to only such access that is necessary for Contractor to perform Services. Any information or data to which Contractor has access when accessing the Southern Company Network is Company Protected Information. Contractor must notify Company's sponsor (as described in Section 5 below) if Contractor finds it is able to access any of Company's or Affiliates systems, networks, or data that it is knowingly unauthorized to access for purposes of providing Services.
5. Contractor must designate a point of contract in connection with its access to the Southern Company Network and provide his or her telephone number and email address in writing to Company's applicable sponsor. Unless specified otherwise by Company, Company's sponsor will be the Company Contract Administrator named in an Order.
6. Contractor must provide its anticipated length of time of access to Company's sponsor. At the end of this period, the need for access must be revalidated. Company's sponsor will be responsible for renewing access for Contractor in sufficient time to ensure uninterrupted performance of work.
7. Contractor may only make any access to Southern Company Network computing systems, or data therein, as directed by Company, in writing, and such changes must be consistent with Contractor's Services obligations.
8. Representatives who are provided credentials for access to the Southern Company Network must keep the credentials and not allow unauthorized use of such credentials. Contractor must notify Company's sponsor in writing if any Southern Company Network is known or suspected to have been disclosed or compromised by the fault of Contractor or Representatives.
9. Contractor must not use any access to the Southern Company Network as a "launching page" for attempts to access other systems, networks or extra data.
10. Contractor is prohibited from creating or modifying user ID's or groups on any Southern Company Network computing system.
11. Representatives must comply with Company's Secure Access and Authentication Requirement and Third-Party Security Requirement.
12. Contractor is responsible for immediately notifying Company of a significant status change (e.g., termination, suspension, etc.) involving any Representative who has access to the Southern Company Network.
13. If Contractor fails to comply with these Operating Standards, Company may immediately terminate any or all Contractor assess to the Southern Company Network and, subject to the terms of the Agreement, may pursue any and all remedies available at Law or in equity.
14. Contractor acknowledges that Company and its Affiliates may monitor any and all activity associated with connection to and use the Southern Company Network.

ADDITIONAL STANDARDS FOR REMOTE ACCESS

15. Company's preferred remote connectivity method for Contractor is a vendor VPN connection leveraging two-factor authentication. However, a cross-functional assessment team needs to be available to find alternative solutions for Contractor should client VPN not be a viable solution.

16. Contractor must notify Company immediately in writing if Contractor's or any Representative's physical site, systems or network are compromised in such a way that it could result in any potential loss, damage, corruptions, inoperability, reduced capability, or any other exposure for the Southern Company Network.

ADDITIONAL STANDARDS FOR PREMISE ACCESS

17. Contractor may not directly attach any physical device to any Southern Company Network; however, if a need arises, Contractor must allow, under supervision, Company security personnel to perform onsite verification of antivirus and last signature update and to run a base scan of the hard drive and check for the latest security patches before any device is allowed connection to any Southern Company Network.

18. Company, in its sole discretion unless otherwise required in an Order, may issue laptops to Representatives, and Contractor must ensure that such laptops are only used to access the Southern Company Network for the purposes of performing, and to the extent to perform, Services or as otherwise specified by Company.

Attachment 2 to Exhibit P

APPLICABLE NERC CRITICAL INFRASTRUCTURE PROTECTION RELIABILITY STANDARDS[6]

[6] *To be provided later.*

EXHIBIT Q – SELLER DELIVERABLES TABLE

The following drawings and deliverables will be provided by Seller to GPC according to the table below. Final/as-built versions of all listed items must be submitted prior to Final Completion.

Timing of Delivery	
1	Prior to Issuance of Full Notice to Proceed
2	During Design Review
3	60 Days Prior to mobilization
4	30 Days Prior to Mechanical Completion
5	Prior to Mechanical Completion
6	Prior to Substantial Completion
7	Prior to Final Completion
8	As Required by Agreement/As Soon as Available

Type of Document or Data Source	Timing of First Delivery
Design Drawings, Specifications, and Permits	
Issued for Review-30%	2
Issued for Review-60%	2
Issued for Review-90%	2
Issued for Construction	2
NPDES Permit - including final SWPPP	2
Contractor Permits	8
Certificate of Occupancy	6
Material/Equipment Specifications	2
SCADA/DAS Specifications	2
Excel file for As-Built DC and AC cable schedule	7

Construction Site Management	
Quality Control/Assurance Manual	3
Environmental, Health and Safety Manual	3
Site-Specific Environmental Health and Safety Plan	3
Site-Specific Quality Plan	3
Site-Specific Hazardous Material Handling Plan	3
Site Security Plan	3
Emergency Response Plan	3
Spill Prevention, Control and Countermeasure Plan	3
Fire Protection and Prevention Plan	3
Construction Traffic Management Plan	3
Constructability Plan and Review	3
Productivity Plan	3
Commissioning Plan	8
Daily Force Reports	8
Weekly Progress Reports	8
Monthly Progress Reports	8
RFI Log	8
Incident reports-safety, near miss, other	8
Final QA/QC Plan and Collected Data for Construction Activities	7
Final OSHA 300 Log	7
Final Incident Reports	7
Final First Aid Logs	7
Final Root Cause Analysis Reports	7
Final Near Miss Reports	7

Lists/Spreadsheets	
Punch List	5,6

Spare Parts List	1,6
Module Flash test data	7
Calculations/Studies	
All Geotechnical Studies	2
All Electrical Studies and Calculations	2
Supporting data for Arc Flash Hazard Analysis (Study will be performed by Owner)	6, 8
Plans, Procedures, Programs and Manuals	
Performance Test Procedures	4
Performance Test Reports and all associated files/Commissioning Reports	6
Module Allocation Plan	7, 8
Interconnect Agreement Requirements Test Reports	6
Energy Production, including 8760 and all associated PVSyst files (PAN, OND, PRJ, VC(X), MET, SHD)	2,8
Non-BES Generating Plant Data Documentation	6
PV Plant Controller Test and Commissioning Plan	6
PV System Training Schedule, materials, and aids (including Owner/Operator training)	6
Operating Manual	6
Procedure for the administration of Warranty Claims	6
Final Job Books (including As-Built Drawings)	7
Schedules	
Baseline CPM Schedule	8
Weekly Updated CPM Schedules	8
Notices	
Non-conformance	

Notice of intent to perform examinations or witness…	8
Notice of Mechanical Completion	5
Notices of Intent to commence Performance Testing	8
Notice of Substantial Completion	6
Notice of Final Completion	7
Material Documents	
Equipment Warranties (as applicable)	6
Module	6
Fixed Tilt Racking	6
Single Axis Tracker	6
Inverter	6
Inverter Step-up Transformer	6
Combiner Box	6
Re-combiner box	6
MV Switchgear	6
Meteorological Stations	6
SCADA/DAS System	6
Battery Storage Solution	6
Factory Acceptance Test Documentation	5
Equipment Installation, Operation and Maintenance Manuals	6

EXHIBIT R – FORM OF CHANGE ORDER

[ENTER PROJECT NAME]

CHANGE ORDER NO. _____

Seller: **Title:** **Date:**

CHANGE IN WORK: (Detail) **Amount (Circle Credits)**

This Change Order No. [ ], effective [ ], is issued to amend the Build Transfer Agreement for CARES 2023 Utility Scale RFP between Georgia Power Company, a Georgia corporation ("GPC") and **#SellerLegalName#** ("Contractor") dated [ ], as amended (the "BTA") as specified below. Capitalized terms used herein, unless otherwise defined in this Change Order, have the meanings ascribed to them in the BTA.

[INSERT DETAIL OF CHANGE IN WORK]

Total Authorized Amount This Change Order

CHANGE IN WORK START DATE: _____ CHANGE IN WORK END DATE: _____

The Parties agree that, if this Change Order is executed by GPC, then Seller will implement the above-referenced Change In Work. If this Change Order is executed by GPC the Change In Work, and any adjustment to the Purchase Price and/or any other provisions of the BTA, as the case may be, described in this Change Order are considered amendments to the BTA. Except as set forth in this Change Order, the Change In Work described in this Change Order will not relieve GPC or Seller of their obligations and liabilities set forth in the BTA. If this Change Order is executed by GPC, this Change Order constitutes a full and complete settlement with respect to the Change In Work, and any adjustment to the Purchase Price and/or any other provisions of the BTA, as the case may be, described in this Change Order, including the settlement of compensation to Seller, for the Change In Work described in this Change Order

CONTRACT PRICE HISTORY		**Primary Cause of Change in Work (Check One)**
Original Purchase Price	$	☐ Variance from Quantity Estimate
Total Previous Change Orders		☐ Regulatory Requirements
This Change Order (Net Amount)		☐ Construction Changes
☐ Firm ☐ Estimate		☐ Engineering Changes
Adjusted Purchase Price $		☐ Other Department Requests
		☐ Seller caused (Identity Back Charges)
Could this Change Order Impact Other Contracts?		☐ Constructability
☐ Yes	☐	☐ GPC-Initiated
No		
		☐ Force Majeure/Excusable Event
		☐ Permit Litigation
		☐ Other (Specify) _____

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

EXHIBIT S – TESTING AND COMMISSIONING

The following Testing and Commissioning requirements will be used by Seller and EPC Contractor for the purpose of commissioning and Performance Testing

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1.0 PERFORMANCE TESTING OVERVIEW

Contractor will perform a Five Consecutive Day Operational Test, a Fifteen Day Performance Ratio Test, and a Capacity Test (collectively, the "Performance Tests"), which may be witnessed by Owner and its consultants, to demonstrate the reliability and performance of the PV Plant. Performance Tests may be conducted concurrently.

Contractor guarantees that the PV Plant will Successfully Run the Five Consecutive Day Operational Test which means achieving greater than 99% Effective Availability ("Reliability Guarantee").

Contractor guarantees that the PV Plant will have an Actual Performance Ratio of 98% of the Base Case Performance Ratio of the PV Plant ("Guaranteed Performance Ratio"). The "Base Case Performance Ratio" is defined as the performance ratio generated in the base case PVSYST model, corresponding to the month in which Substantial Completion is achieved. See Table 1 for Monthly Base Case Performance Ratios.

Contractor guarantees that the PV Plant will have an Actual AC Power Rating greater than or equal to 98% of the Contract AC Power Rating ("Capacity Guarantee").

Contractor guarantees that the PV Plant will achieve the Reliability Guarantee, Guaranteed Performance Ratio, and the Capacity Guarantee ("Performance Guarantee").

The Base Case PVsyst Model will be used as the baseline for the Performance Ratio Test and the Capacity Test. The Base Case PVsyst model will not be modified for the Performance Tests unless approved by the Owner. The Base Case PVsyst Model is the PVsyst model and any post-processing spreadsheets used to develop the 8760 energy profile which is the basis of the Contract Price.

[Note: If Contractor uses bifacial modules, then this Exhibit will require review an update by the Owner.]

If Contractor believes that the PV Plant has achieved the Reliability Guarantee, then Contractor will provide written certification of passage to Owner with the written results of the Five Consecutive Day Operational Test in a form reasonably acceptable to Owner.

If Contractor believes that the PV Plant has achieved the Guaranteed Performance Ratio, then Contractor will provide written certification of passage to Owner with the written results of the Actual Performance Ratio as compared to the Base Case Performance Ratio, in a form reasonably acceptable to Owner.

If Contractor believes that the PV Plant has achieved the Capacity Guarantee, then Contractor will provide written certification of passage to Owner with the written results of the Capacity Test in a form reasonably acceptable to Owner.

2.0 TEST REPORT

Contractor will submit to GPC a detailed report within three (3) Business Days after completion of the Performance Tests. Contractor will provide the raw data used as input to the Tests, detailed calculations (Excel workbook), and all other information used to perform the Tests to Owner along with its submission of the Test Reports.

The report will contain the following:

- Metered Project Data
- 8760 hour Expected Energy Performance data
- Fifteen Day Performance Ratio Test Raw Data
- Fifteen Day Performance Ratio Analyzed Data
- Operator Event Log including Significant System Mis-operation events
- Comments, field notes and annotations
- Comparison and conclusions
- All PVsyst model files

3.0 DATA COLLECTION

All instrument used will conform to standards set forth in ASTM E2848-7 and Scope Exhibit 1 Minimum Technical Requirements.

The pyranometer domes must be cleaned at the beginning of the test, visually inspected daily, and cleaned as necessary.

4.0 GENERAL DATA FILTER AND EXCLUSIONS

Data points matching any of the following criteria will be excluded from the final data set

- Periods of interruption resulting from Owner Impacts
- Days with Significant System Mis-operation as defined in the Five Consecutive Day Operational Test
- Curtailment: Periods when the plant power is limited through a curtailment order
- Missing Data (ASTM E2848-9.1.4): Missing records will be marked as missing with a non-numeric identifier. Missing records will not have a value included in the analysis, but will be documented.
- DAS Equipment Malfunction (ASTM E2848-9.1.5): Data records with invalid Input Parameters (e.g., all redundant sensor readings reported as out of range by the DAS) will also be marked as invalid.
- Minimum Irradiance (Capacity Test only): POA irradiance reading of less than 200 W/m^2
- Unstable irradiance (ASTM E2848-9.1.7, Capacity Test only): For each of the irradiance sensors used in computing the irradiance input parameter, calculate the mean and standard deviation of all 1-minute interval measurements to be averaged into a 15-minute interval record. If any of the standard deviations of samples within the aggregation interval exceed 5% of the corresponding irradiance mean value for that aggregation interval, then the record will be marked as unstable. Other means of detecting unstable irradiance may be used if approved in writing by Owner.
- Inverter not peak power tracking (ASTM E2848-9.1.8): The Test Plan will indicate how marking data records for existence of this condition will be determined. Auxiliary Parameters such as inverter operating status, DC voltage, and/or inverter-reported AC power are typically used for this determination.
- Array shading by internal (array self-shading) or external (nearby objects) (ASTM E2848-9.1.7, Capacity Test only): A schedule of expected shade times will be defined in the Test Plan. This schedule may be altered during the Test if agreed by the Parties. Records occurring during these defined shade intervals will be marked as shaded.
- Days in which snow or ice or other natural obstruction on modules prevents or limits PV Plant production

5.0 FIVE CONSECUTIVE DAY OPERATIONAL TEST

Contractor guarantees that the PV Plant will perform for five (5) consecutive days (the "Five Consecutive Day Operational Test") without a Significant System Mis-operation and achieve Effective Availability greater than ninety-nine percent (99%).

Events qualifying as "Significant System Mis-operation" will include the following:

- Inverter shutdowns that require component repair, replacement, or manual intervention to clear
- Daily Effective Availability is less than 97%

Effective Availability is calculated using the following formula:

$$Effective\ Availability = 1 - \frac{\sum(H_{unavailable}\ x\ KW_{dr})}{H_{total}\ x\ KW_{np}}$$

Where:

Theoretical Total Production Hours (H_{total}): hours when POA irradiance is above the Minimum Irradiance threshold defined under General Data Filter and Exclusions.

Nameplate Power (KW_{np}): equals to the contractual dc nameplate when the inverter is maximum power point tracking and equals to the total inverter ac nameplate when the inverter is not maximum power point tracking.

Component Unavailability Hours ($H_{unavailable}$): hours when POA irradiance is above the Minimum Irradiance threshold defined under General Data Filter and Exclusions, yet an inverter is generating power less than 80% of the average power of the top 50% of all inverters.

Derated System Power (KW_{dr}): the kilowatts of lost system power due to Component Unavailability. Derated System Power will be calculated from the period the system entered the derated state until it returns to fully operational state. The value of Derated System Power will be calculated by the amount of unavailable Nameplate Power during that period for that given unavailable inverter.

If a Significant System Mis-operation occurs, corrective action will be taken promptly by Contractor to correct such Significant System Mis-operation, and the data for that day will be discarded and the Five Consecutive Day Operational Test will be restarted the following day. Periods when snow, ice or any other obstructions cover a portion of the array are excluded from the test. Periods of time with missing or flawed irradiance or energy data will be excluded from the test.

For sites with both fixed tilt and tracker arrays, the Effective Availability will be calculated separately and the total Effective Availability will be calculated as follows:

$$Effective\ Availability = EA_{Fixed} * \left(\frac{ACNP_{Fixed}}{ACNP_{Site}}\right) + EA_{Tracker} * \left(\frac{ACNP_{Tracker}}{ACNP_{Site}}\right)$$

Where:

$ACNP_{Fixed}$: Total ac nameplate of all fixed tilt arrays

$ACNP_{Tracekr}$: Total ac nameplate of all tracker arrays

$ACNP_{Site}$: PV plant ac nameplate, equal to $ACNP_{Fixed}$ plus $ACNP_{Tracker}$

6.0 FIFTEEN DAY PERFORMANCE RATIO TEST

The purpose of the Performance Ratio Test is to verify that the Project's Performance Ratio achieves the Guaranteed Performance Ratio. Contractor will perform the Performance Ratio Tests in accordance with the requirements and procedures of the Performance Ratio Test Plan as set forth below.

The Fifteen Day Performance Ratio Test will be a test during which data will be collected at 1-minute intervals for use as data points in the test evaluation, such test to be based on 15 days of PV Plant operation during which the PV Plant receives Sufficient Insolation for at least 7 days.

Sufficient Insolation means insolation that is equal to or greater than eighty percent (80%) of the Average Daily Insolation (GHI) set forth in Table 1 below. Average Daily Insolation (GHI) is calculated by using the agreed upon historical weather data and taking the sum of GHI insolation in the relevant month dividing it by the total number of days in the relevant month.

A minimum of 5 days must have insolation greater than 100% of the average daily insolation in the relevant month. Days that do not have Sufficient Insolation can be excluded and the test resumed on the next qualifying day without restarting the test. For clarity, days following the commencement of the test period with Sufficient Insolation cannot be excluded. General Filter and Exclusions will be applied to the data from the 15 days with Sufficient Insolation and a single Performance Ratio will be calculated for the fifteen-day test. For the avoidance of doubt, periods when the inverter is not maximum power point tracking (clipping) will be excluded. This will then be compared with the Base Case Performance Ratio in Table 1 below.

For sites with both fixed tilt and tracker arrays, the Performance Ratio will be calculated separately and the Plant Actual Performance Ratio will be calculated as follows:

$$Plant\ Actual\ Performance\ Ratio = PR_{Fixed} * \left(\frac{DCNP_{Fixed}}{DCNP_{Site}}\right) + PR_{Tracker} * \left(\frac{DCNP_{Tracker}}{DCNP_{Site}}\right)$$

Where:

$DCNP_{Fixed}$: Total dc nameplate of all fixed tilt arrays

$DCNP_{Tracekr}$: Total dc nameplate of all tracker arrays

$DCNP_{Site}$: PV plant dc nameplate, equal to $DCNP_{Fixed}$ plus $DCNP_{Tracker}$

The acceptance criterion for the Performance Ratio Test: The Actual Performance Ratio divided by the applicable monthly Base Case Performance Ratio must be equal or greater than 98% ("Guaranteed Performance Ratio").

The "Actual Performance Ratio" will be calculated using the following formula:

$$PR_{Actual} = \Sigma [EN_{ACi}] / \Sigma [EN_{DCi}]$$

Where:

EN_{ACi} = measured AC energy generation [kWh]

EN_{DCi} = temperature-corrected theoretical DC energy [kWh] as defined below.

$$EN_{DCi} = (P_{STC}) * [G_{POAi} / G_{STC}] * [1 - \delta * (T_{cell_typ_avg} – T_{cell_i})]$$

P_{STC} = summation of module nameplate capacity as defined in the contract and in the PVsyst model used to establish the Base Case Performance Ratio

G_{POAi} = the measured insolation incident on the module during the given period i

STC = irradiance at standard test conditions (1,000 W/m^2)

δ = Module temperature coefficient of power (TBD% / °C), as defined in the module manufacturer's datasheet (negative in value)

T_{cell_i} = cell operating temperature for period i calculated with equations below

$$T_{cell_i} = T_{m_i} + [G_{POAi} / G_{STC}] * 3$$

T_{m_i} = module back surface temperature for period i, calculated by averaging all of the module back surface temperature measurements for period i. Sensors exhibiting erroneous readings will be excluded from the average.

$T_{cell_typ_avg}$ = Irradiance weighted module temperature for the month calculated from simulated output from PVsyst using the project weather file

$$T_{cell_typ_avg} = \Sigma [G_{POA_typ_j} * T_{cell_typ_j}] / \Sigma [G_{POA_typ_j}]$$

$T_{cell_typ_j}$ = calculated cell operating temperature for each hour with the same method as T_{cell_i} using module temperature calculated by PVsyst.

$G_{POA_typ_j}$ = POA irradiance for each hour

The "Base Case Performance Ratio" with respect to the PV Plant will be calculated using the following formula for each month:

$$PR_{Base} = \Sigma [EN_{ACi_model}] / \Sigma [EN_{DCi_model}]$$

Where:

EN_{ACi_model} = Simulated AC Energy generation taken either from PVsyst or post-processing as approved by the Owner

EN_{DCi_model} = Theoretical DC Energy Generation defined below

$$EN_{DCi_model} = (P_{STC}) * [G_{POAi_model} / G_{STC}]$$

G_{POAi_model} = POA irradiance for each hour determined from the project weather file for period i

Periods when the inverter is not peak power tracking will be excluded from the calculation of PR_{Base}.

Owner provided Exel Workbook will be used to determine the values in Table 1.

The Base Case PVsyst model may be updated for external shading with Owner's approval and Table 1 should be updated accordingly. For the avoidance of doubt, all other parameters in the Base Case PVsyst model will remain unchanged.

Table 1 – Base Case Monthly Performance Ratios

Month	Base Case PR	Irr. Weighted Module Temp (Fixed Tilt) [°C]	Irr. Weighted Module Temp (Tracker) [°C]	Avg. Daily Insolation (GHI) [kWh/m^2]
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

7.0 CAPACITY TEST PLAN

The purpose of the Capacity Test is to verify that the Project's measured power production capacity meets or exceeds the contractual power production capacity.

The Capacity Test Plan follows the standard linear model specified in ASTM E2848. Because this model has a limited range of validity, the range of conditions usable in this calculation is limited. Accordingly, the Contractor must not extrapolate beyond the range of measured conditions to arbitrary specified conditions.

Contractor will perform the Capacity Tests in accordance with the requirements and procedures of the Capacity Test Plan as set forth below.

The reference conditions will be determined from the resultant dataset after general data filter and exclusions are applied.

- E_{RC}: the reference plane of array irradiance will be determined by sorting POA irradiance value from highest to lowest and examined to determine the highest irradiance value for which there is a nearly equal distribution of data points in the range [E_{RC} + 20%] and [E_{RC} - 20%] and for which there is no more than a 40%/60% disparity in irradiance distribution (i.e., 40% of irradiance data above E_{RC} and 60% of irradiance data below E_{RC}, or vice versa). All test data where the irradiance is outside of the range of the reference irradiance plus or minus the irradiance band [E_{RC} ± 20%] will be excluded.
- Data collection will continue until there are at least 750 minutes of data points within the irradiance band.
- Larger ranges may be selected if the test is performed during a season in which the range E_{RC} ± 20 % will yield an insufficient number of data points or will eliminate too many days from the data set. The irradiance band will not exceed 40%.

- The minimum value for consideration as E_{RC} will be 500 W/m^2
- During seasons with high irregular irradiance, the Contractor may reduce the number of points required (min 500 minutes of data points) or widen the range of E_{RC} with Owner's approval.
- T_{RC}: the reference ambient temperature will be the average ambient temperature of the resultant data set within the irradiance band
- V_{RC}: the reference wind speed will be set to the average of 1 m/s and V_{AVG}, where V_{AVG} is the average of the average wind speed of the resultant data set within the irradiance band

The Contract AC Power Rating ($P_{CONTRACT}$) will be determined using the 8760 hourly output for the Project, derived from the PVsyst model using the Project Historical Weather Data. The 8760 output will be filtered to a 90-day period extending an equal number of days prior to, and after, the Test Period.

The 90-day period will be further filtered such that data points where the inverter is not "maximum power point tracking" are excluded and data points with POA irradiance outside of the irradiance range established when determining E_{RC} are excluded. The resultant data set will have at least 50 or more data points.

For the resultant data set, a regression analysis will be performed on data columns containing plane of array irradiance, ambient temperature, wind speed, and energy injected into the grid.

$$E_Grid = GlobInc * (A + B * GlobInc + C * T_{Ambient} + D * WindVel)$$

The coefficients from the regression analysis will be used to calculate $P_{CONTRACT}$ by substituting in the coefficients and the reporting conditions as shown in the following equation:

$$P_{CONTRACT} = E_{RC} * (A + B * E_{RC} + C * T_{RC} + D * V_{RC})$$

The Actual AC Power Rating (P_{ACTUAL}) will be determined using the resultant dataset after E_{RC} was determined. A regression analysis will be performed on data columns containing plane of array irradiance, ambient temperature, wind speed, and power meter reading.

$$Power\ Meter = POA * (A + B * POA + C * T_{Ambient} + D * WS)$$

The coefficients from the regression analysis will be used to calculate the P_{ACTUAL} by substituting in the coefficients and the reporting conditions as shown in the following equation:

$$P_{ACTUAL} = E_{RC} * (A + B * E_{RC} + C * T_{RC} + D * V_{RC})$$

The Project pass the Capacity test if P_{ACTUAL} divided by $P_{CONTRACT}$ is greater than or equal to 98%.

$$(P_{ACTUAL} / P_{CONTRACT}) \geq 98\%$$

For sites with both fixed tilt and tracker arrays, the Capacity Test will be performed separately and the Project pass the Capacity if the sum of P_{ACTUAL} divided by the sum of $P_{CONTRACT}$ is greater than or equal to 98%.

$$(P_{ACTUAL_Fixed\ Tilt} + P_{ACTUAL_Tracker}) / (P_{CONTRACT_Fixed\ Tilt} + P_{CONTRACT_Tracker}) \geq 98\%$$

8.0 SYSTEM COMMISSIONING

The following is a list of the activities will be completed in order to verify proper system design, construction and quality to ensure proper and reliable operation. All such activities will be completed prior to achievement of Mechanical Completion. Contractor's testing and commissioning procedure must be approved by the Owner before testing, and all testing documents and reports will be submitted to the Owner per Exhibit Q.

9.0 Pile Testing

A designated population of piles will be tested to verify stability and resistance to up-lift forces. The number of piles is dependent on overall pier quantity and location in the project site as determined by the Professional Engineer of Record. The piles are tested after installation to verify structural integrity within the design parameters of the system.

10.0 Racking Commissioning

All racking units are inspected to verify proper installation according to the manufacturer. Commissioning typically includes inspection of racking alignment and assembly.

11.0 Insulation Resistance Testing (IRT/Megger Test)

All AC and DC conductors and the PV array are to be tested by applying a known voltage at low current and measuring resistance to ensure no ground-faults are occurring. IRT testing will be done in accordance with all applicable national and local electrical testing requirements.

12.0 DC String Combiner Box Commissioning

All the DC Combiner Boxes are inspected and tested to verify the following:

a) Correct number of Modules are wired in each string

b) Verification of proper string polarity

c) Confirmation that all Modules are functioning properly to the module manufacturer's specifications

d) Confirmation that there are no ground-faults present

e) Verify that all string fuses are properly sized and fuse holders operate properly

f) Verify that disconnect switch operates properly

g) Verify that equipment ground is properly installed

h) Verify that all conduit is properly installed and sealed as required by design

i) Verify that conduit sleeves have been properly employed per design

j) Verify that weep-hole has been installed and meets the enclosure NEMA rating

k) Verification that all string feeder cables have been installed to the requirements of the design drawings and all cable testing has been completed.

l) Verify that door seal is intact and that door operation is correct, with no bowing or off-center closure, all locking mechanisms are in place, and no surface damage is evident that has not been repaired according to manufacturer's specifications, no enclosure integrity is compromised.

m) Verify that UL label (where required) is present and that the equipment voltage class meets the operating voltage class

n) For all cables verify that the cable installed meets the voltage class of operation and that the cable meets the conditions where installed including UV exposure, UG/TC installation etc.

13.0 DC Re- Combiner Box Commissioning

All the DC Re-Combiner Boxes are inspected and tested to verify the following:

a) Confirm proper input circuit voltage.

b) Verification of proper string polarity.

c) Confirmation that there are no ground-faults present.

d) Verify that all fuses are properly sized and fuse holders operate properly.

e) Verify that disconnect switch operates properly.

f) Verify that equipment ground is properly installed.

g) Verify that all conduit is properly installed and sealed per design.

h) Verify that all string feeder cable termination lugs are properly torqued and torque-marks are appropriately applied.

i) Verify that re-combiner bus-bars reflect no damage.

j) Verification that all string feeder cables have been installed to the requirements of the design drawings and all cable testing has been completed.

k) Verify that door seal is intact and that door operation is correct, with no bowing or off-center closure, all locking mechanisms are in place, no surface damage is evident that has not been repaired according to manufacturer's specifications, and no enclosure integrity is compromised.

l) Verify that UL label (where required) is present and that the equipment voltage class meets the operating voltage class.

14.0 AC Distribution Commissioning

Inspection and commissioning of all equipment incorporated into the AC Distribution scheme including switchgear, disconnects, relays, breakers, fuses and other equipment required based on AC Distribution configuration. Inspection and testing includes verification of all component specifications and verifying proper installation.

15.0 High Pot/VLF Testing

High Pot/VLF testing will be done on all MV AC conductors in accordance with all applicable national and local electrical testing requirements.

16.0 Meter Commissioning

Meters are inspected and tested to ensure the following:

a) Verify proper wiring and installation.

b) Verifying proper Current and Voltage Transformer (CT/VT) selection based on required accuracy classification.

c) Verify proper CT & VT ratio programming into meter.

d) Verify meter is accurately capturing and recording performance data.

e) Verify meter is capable of being remotely read.

17.0 Open Circuit Voltage Test

The open circuit voltage test provides a simple method to determine that a string is properly connected and that all strings are producing the appropriate level of voltage. This test should be done under stable sky conditions.

a) Measure string Voc at the combiner box for all strings at the combiner box.

b) Measure average module temperature.

c) Measure plane of array irradiance.

d) Calculate the expected Voc for each measurement using the following formula:

$$V_{oc,expected} = n * V_{oc,ref} * [1 + \beta * (T_{measured} - 25)]$$

Where n is the number of modules in series, $V_{oc,\ expected}$ is the Expected Open Circuit Voltage, $V_{oc,ref}$ is the open circuit voltage of a single module as specified on the module data sheet, β is the module V_{oc} temperature coefficient measured in [1/˚C] as listed on the module data sheet, and $T_{measured}$ is the measured module temperature during the time of V_{oc} measurement

e) Compare the expected V_{oc} to the measured V_{oc} for every string using the following equation ($V_{oc\ measured} - V_{oc\ expected}$) / $V_{oc\ expected}$. This value will be 95% to 105% for the string to pass. If the string does not pass, the string connectivity will be inspected; all modules in the string will be inspected for visible damage, and j-box tabs will be re-soldered as required. Defective modules will be replaced.

18.0 Pyranometer and Weather Station Calibration

The calibration of the pyranometer occurs in a controlled environment by the manufacturer who provides a calibration certificate verifying the results of the calibration, along with any corrective actions necessary to ensure the component is operating within acceptable parameters. After installation, commissioning documentation confirming:

a) Proper horizontal (level) installation of the GHI sensor

b) Proper alignment of the POA sensor on a properly-aligned and adequately-precise tracker is required to be supplied.

Additional instruments will be calibrated per manufacturer's recommendations to ensure all component is operating within acceptable parameters. Typical instruments are listed below:

a) Wind speed and direction

b) Ambient temperature and relative humidity

c) Back of module temperature

19.0 **Switchgear Commissioning**

Inspect to verify proper installation and meets specifications. Testing will be done in accordance with all applicable national and local electrical testing requirements. Verifying proper operation with respect to system operation.

20.0 **Inverter Commissioning**

All inverters are inspected and tested to verify proper installation and performance per manufacturer's specifications given the current system performance parameters. Commissioning is typically completed in conjunction with the manufacturer and to the manufacturers specified requirements but generally involves the following:

a) Inspection and verification of proper installation per system and inverter specifications.

b) Verification of proper and reliable electrical performance given environmental conditions and system DC power input.

c) Verification of proper communication and reporting to the system Data Acquisition System (DAS).

21.0 **Inverter Step-up Transformer Commissioning**

All transformers are inspected to verify proper installation, proper specifications, inspect for leaks and measure oil pressure and temperature. Typical parameters measured are below along with whether a failure occurred during the test:

a) Turns Ratio

b) Winding insulation meggar check

c) Core ground verification

d) Winding DC resistance

e) Baseline Dissolved Gas Analysis (DGA)

f) Verification of transformer temperature and pressure/vacuum gauges

g) Continuity of any controls and alarm wiring

22.0 **DAS Commissioning**

Commissioning of the DAS requires complete system operation and entails the following:

a) Verifying proper installation to all components providing data.

b) Verifying accurate and reliable data collection and recording.

23.0 **Infrared (IR) Scanning**

Conduct IR scanning on all combiner boxes, re-combiner boxes, inverter cable terminations, sectionalizer cabinets, transformer cabinets, switchgear, and substation.

Contractor to provide scope and pricing for an Aerial IR scan of the entire site after the site is operational.

24.0 **Interconnection Agreement Requirements**

Contractor will perform testing and provide data required to achieve Commercial Operation according to the Interconnection Agreement. This will include, but not be limited by the following:

- Submit Pre-Sync Generating Project modeling data to Transmission Provider that meets the technical specifications, operational control, and safety requirements of Transmission Provider.
- Submit Pre-COD Generating Project modeling data to Transmission Provider that meets the technical specifications, operational control, and safety requirements of Transmission Provider.

- Provide dynamic modeling data for the inverter, PV module, and any other plant dynamic reactive power component (including final settings).
- Perform the Voltage Step test and provide the Voltage Step test documentation (results of step test and final inverter settings, if not already provided).
- Address any outstanding operational/data deficiencies.
- Additional policy and data requirements are found in Attachment K

EXHIBIT T – INSURANCE REQUIREMENTS

The following insurance requirements apply to Seller and GPC under the BTA (and referred to as "Contractor" and "Owner," respectively, in this Exhibit)

1.1 General.

(a) Contractor must maintain or cause to maintain at its own expense as required under this Agreement, with responsible insurance companies authorized to do business in the State of Georgia, the types and limits of insurance as set forth in Sections 1.2 and 1.5 of this Exhibit S. Such insurances may be procured in whole or in part on a blanket policy basis.

(b) Such insurance companies must have an A.M. Best Insurance financial strength rating of at least "A-" VII or better, or equivalent, or must be of recognized responsibility satisfactory to the Parties.

(c) Capitalized terms used in this Exhibit S and not otherwise defined in the Agreement will have the meanings generally ascribed to them in the commercial insurance industry in the United States.

(d) Each Party, at its own cost, may purchase any additional insurance it believes necessary to protect its interests, but these costs cannot be passed on to the other Party.

1.2 Contractor's Insurance.

1.2.1 Workers' Compensation and Employer's Liability Insurance. Contractor will maintain workers' compensation insurance and such other forms of insurance which Contractor is required to maintain in order to comply with applicable Law and any statutory limits under workers' compensation Laws of the State of Georgia (and any other location in which the Work is to be performed) including USL&H coverage (if any exposure exists), where applicable, and employer's liability (including occupational disease, injury or death) coverage with limits of One Million Dollars ($1,000,000) per accident, One Million Dollars ($1,000,000) for disease, and One Million Dollars ($1,000,000) for each employee, which must cover all of Contractor's employees, whether full-time, leased, temporary or casual, who are engaged in the Work.

1.2.3 Commercial General Liability Insurance. Contractor must maintain Commercial General Liability (or equivalent) insurance written with a combined single limit of Two Million Dollars (2,000,000) per occurrence and Two Million Dollars ($2,000,000) in the annual aggregate on a per project basis. Defense costs will be provided as an additional benefit and not included within the limits of liability. Such coverage must be written on an "occurrence" basis and must be at least as broad as the Insurance Services Office Commercial General Liability Coverage "occurrence" form. Such insurance must include coverage for bodily injury, products/completed operations, broad form/blanket contractual liability, broad form property damage and personal injury liability, sudden and accidental pollution, premises/operations explosion, independent Contractor liability, and collapse and underground hazards coverage and hostile fire liability.

1.2.4 Business Automobile Liability Insurance. Contractor must maintain automobile liability insurance (including coverage for owned, unowned and hired automobiles) covering vehicles used by Contractor in connection with the Work in an amount of One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage. Such coverage will be at least as broad as the Insurance Services Office Business Auto Coverage form covering Automobile Liability, code 1 "any auto." Contractor's automobile liability insurance coverage must contain appropriate no-fault insurance provisions or other endorsements in accordance with applicable Laws. To the extent the Work involves hauling any Hazardous Materials, coverage must be endorsed in accordance with Section 30 of the Motor Carrier Act of 1980 (Category 2) of the CA 99 48 endorsement.

1.2.5 Umbrella or Excess Liability Insurance. Contractor must maintain umbrella/excess insurance on an "occurrence" basis covering claims in excess of the underlying insurance described in Sections 1.2.1, 1.2.2 and 1.2.3 of this Exhibit S, in the amount of Twenty Five Million Dollars ($25,000,000) per occurrence and Twenty Five Million Dollars ($25,000,000) annual aggregate on a following-form basis.

1.2.6 Liability Limits. The liability limits under Section 1.2 of this Exhibit S may be met with any combination of primary, excess or umbrella insurance policies.

1.2.7 Professional Liability Insurance. If the Work includes engineering, architectural, design or other professional services, Contractor must secure and maintain, professional liability insurance (errors and omissions) with a minimum single limit of Five Million Dollars ($5,000,000). Such coverage must be in place throughout the performance of the Work and for three (3) years after Final Completion. Such coverage will not exclude bodily injury or property damage from professional errors or omissions.

1.2.8 Contractor's Pollution Liability. Contractor must provide and maintain contractors pollution liability, including pre-existing pollution conditions, covering bodily injury, property damage and pollution cleanup for pollution conditions occurring on and off the Site with a limit of Five Millian Dollars ($5,000,000) each claim and in the aggregate.

1.2.9 Equipment, Supplies and Materials. All equipment, supplies and materials (a) belonging to Contractor or to any of the Subcontractors or (b) used by or on behalf of Contractor or any of the Subcontractors for its performance under this BTA which is not intended to become a permanent part of the completed Work must be brought to and kept at the Site at the sole cost, risk and expense of Contractor or the applicable Subcontractor, and Owner will not be liable for loss or damage thereto. Should such property be insured, said insurers will waive rights of subrogation against Owner.

1.2.10 Subcontractor's Insurance. All requirements of Section 1.2 (*Contractor's Insurance*) and Section 1.3 (*Endorsement*) or of any other Contract insurance provision must also apply to each Subcontractor (substituting "Subcontractor" for "Contractor" in each provision), unless Company provides an express written waiver. Contractor must require each Subcontractor to provide evidence of its compliance with all Contract insurance provisions and must provide a copy of each Subcontractor's certificate to Company upon request. If a Subcontractor does not have insurance as required by the Contract, Contractor is fully responsible for any shortfall in the Subcontractor's coverage. Contractor must indemnify Persons Indemnified for any Claim against Subcontractor in excess of Subcontractor's policy limits, up to the amount of the policy limits required by Contract.

1.3 Endorsements. The policies of liability insurance to be maintained by Contractor must be written or endorsed to include the following:

(a) With respect to workers' compensation/employer's liability insurance, to provide that the insurer will waive for the benefit of Owner and where permitted by Law, all rights of subrogation against Owner, its Affiliates, or their directors, officers, members, managers, as well as their respective employees and/or agents of each, and against Lessor.

(b) With respect to general liability, automobile liability, excess/umbrella insurance, professional liability and pollution liability, to provide that such insurance must waive any and all right of subrogation or recovery which the insurer may have or acquire against Owner, its Affiliates, or their directors, officers, members, managers, as well as the employees and/or agents of each, and against Lessor.

(c) To provide a severability of interest and cross liability clause.

(d) All required insurance must be primary and not excess to or contributing with any insurance or self-insurance maintained by Owner.

(e) With the exception of the insurance required under Sections 1.2.1 and 1.2.6 of this Exhibit S, to identify Owner, its Affiliates, and their directors, officers, members, managers, as well as the employees and/or agents of each, as additional insureds, and to identify Lessor as an additional insured, for their legal liability arising out of the operations of Contractor. This additional insured status will apply regardless of the enforceability of the indemnity provisions in this Agreement.

(f) With respect to coverage for completed operations under the general liability insurance, to be in place throughout the performance of the Work and for three (3) years after Final Completion.

(g) With respect to an additional insured, provide that such insurance will not be invalidated by any action or inaction of each such insured and will insure each such insured regardless of any breach or violation of any warranty, declaration or condition contained in such insurance by the primary named insured wherever coverage will apply.

1.4 Builder's All-Risk Insurance; Operational Insurance; Marine Cargo Insurance. Prior to significant accumulation by Contractor or any Subcontractor of insurable values at the Site, but no later than the earlier to occur of Site mobilization and thirty (30) days after the issuance of the Full Notice to Proceed, Contractor must obtain and thereafter at all times during performance of the Work until the Substantial Completion Date, maintain, or cause to be maintained, builder's all-risk insurance at Contractor's sole cost and expense. Such builder's all-risk insurance must insure as additional insureds Owner, Owner Consultant(s) and all Subcontractors, as such parties' interests may appear until the Substantial Completion Date. If requested by Owner, any lenders to Owner with respect to the Project will be named sole loss payees in respect of claims of $1 million or more. Builder's all-risk, or a Marine/Cargo policy must cover all property in the course of transit or construction, including the Work, Plant Hardware, miscellaneous equipment, buildings and structures, machinery, fixtures, furnishings and other properties constituting a part of the Project (other than Plant Hardware properly covered under Contractor's equipment floater), from physical loss or damage caused by perils covered by a builder's all-risk form or equivalent coverage. Such insurance will: (a) include "extended coverage" (including earthquake, flood, collapse, sinkhole, subsidence), (b) include mechanical and electrical breakdown coverage during testing and commissioning, including any Capacity Tests and other operations of the Project prior to Substantial Completion, (c) cover the Project and the Site for removal of debris, (d) include at least $1 million per occurrence limit for pollution clean-up costs and (e) otherwise cover damage to property and other claims arising out of the unloading, lifting, lowering or other handling of property at the Site, in an amount to cover materials and equipment to be used by Contractor in performance of this Agreement. The limit of liability must be the full replacement cost of the Work or the property in relation to the Project, as the case may be, then at risk, including primary cost of the Plant Hardware plus freight. The deductibles must not exceed $250,000, and any required payments of the deductibles for builders all-risk insurance will be the responsibility of Contractor. The builder's all-risk coverage must not contain an exclusion for resultant damage caused by faulty workmanship, design or materials. Such insurance must provide for a waiver of the underwriters' right to subrogation against Owner, Contractor and all Subcontractors.

No later than the earlier to occur of thirty (30) days prior to the loading for shipment of any machinery or equipment intended to become part of the Project and thirty (30) days after the issuance of the Notice to Proceed, Contractor must obtain and thereafter at all times during performance of the Work until the Substantial Completion Date, maintain, or cause to be maintained, cargo insurance (including ocean marine, if applicable) in an amount sufficient to cover claims on a replacement cost basis against physical loss of or damage to any and all machinery and equipment intended to become part of the Project, including primary cost of the Plant Hardware plus freight. Said insurance will commence with the loading of the machinery and equipment, prior to dispatch to the Site from the originating factory, warehouse, or place of storage, and remain in force until completion of unloading within the legal boundaries of the Site. Such insurance must cover all risks of loss or damage including war risk, strikes, riots and civil commotion. Such insurance must include extra/expediting expense coverage and must insure as additional insureds Owner and all Subcontractors. The deductibles must not exceed $250,000, and any required payments of the deductibles for ocean marine/cargo insurance will be the responsibility of Contractor. Such insurance must provide for a waiver of the underwriters' right to subrogation against Owner, Contractor, and all Subcontractors.

1.5 Waiver of Subrogation. Contractor waives, and will cause its insurers to waive by endorsement, all rights of subrogation against the Owner, all Owner Indemnitees, and the Lessor with respect to any subsequent claim or loss payable or paid under each of the policies required under this Exhibit S, including Builder's Risk.

1.6 Contractor Certificates. For the insurance required by this Exhibit S, Contractor will promptly submit to the Owner Certificates of Insurance, signed by an authorized representative of the insurance carrier, listing the policies, coverages, limits, waiver of subrogation and additional insureds and certifying that said policies provide primary coverage and will be in effect for the time periods stated in the Certificate. Contractor will notify the Owner in writing at least thirty (30)

days prior to the effective date of any cancellation, non renewal or material change in any of the insurance policies. The obligations for Contractor to procure and maintain insurance must not be construed to waive or restrict other obligations of the Contractor or limit the liability of Contractor whether or not same is covered by insurance.

1.7 Proof of Insurance. The Contractor must provide Owner with satisfactory proof of the required insurance coverages prior to its start of any Work at the Site and as a condition precedent to any right to any payment. If requested, and in addition to the insurance certificates required, Contractor will provide Owner with a copy of any insurance policies providing the required coverages within a reasonable time after the issuance by the insurer, including all endorsements. Owner may require proof of the renewal of required insurance as a condition precedent to payment. Contractor will have sole responsibility for the procurement and maintenance of the required insurance coverages, and for insuring that the Subcontractors procure and maintain insurance coverages required of them. Owner will have no liability to any party for the Contractor's, or for a Subcontractor's, failure to procure and maintain required insurance coverages. Contractor will indemnify and hold harmless the Owner and Persons Indemnified with respect to any third party claim arising out of or in any way relating to the failure of a Contractor or Subcontractor to obtain and maintain required insurance coverages.

1.8 Cost of Premium. It is expressly agreed and understood that the cost of premiums and deductibles for insurance required to be maintained by Contractor as set forth in this Exhibit S and all Taxes thereon will be borne by Contractor, and must be endorsed to provide that Owner will have no liability for the payment of any premium thereon; and

1.9 Owner's Right to Provide Insurances. If Contractor fails to provide or maintain any insurance required of it under this BTA, the Owner will have the right, but not the obligation, to provide or maintain any such insurance, and to deduct the cost thereof from any amounts due and payable to the Contractor, or, if there are no such amounts due and payable C, the Contractor will reimburse the Owner for such costs on demand. Should any of the policies required to be maintained become unavailable or be cancelled for any reason during the period of the Agreement, the Contractor will immediately procure replacement coverage. The failure of Contractor to procure such replacement coverage which is within the reasonable control of the Contractor (so as to provide continuous coverage) will constitute a material breach under this BTA.

1.10 No Limitation of Liability. The insurance coverages required of Contractor set forth in this Exhibit S will in no way affect, nor are they intended as a limitation of, Contractor's liability with respect to its performance of the Work. Other Terms and Provisions.

1.10.2 Omissions; Errors. It is understood and agreed that the coverages afforded by the insurance coverages set forth in Exhibit S of the Agreement will not be invalidated or affected by any unintentional omissions or errors.

1.10.3 Notification. Contractor must Notify the Owner of any and all incidents giving rise to an insurance claim, and otherwise keep the Owner timely apprised of insurance claim proceedings.

EXHIBIT U - FORM OF DOMESTIC CONTENT CERTIFICATE

[Insert date]

This Domestic Content Certificate (this "**Certificate**") is furnished in accordance with the ENGINEERING, PROCUREMENT, AND CONSTRUCTION AGREEMENT by and between Georgia Power Company, a Georgia corporation ("**Company**") and [●] ("**Seller**"), a [●] [corporation] dated as of [●] (the "**Agreement**").

Seller acknowledges that the items listed on Exhibit A attached to this Certificate are or will be incorporated into the battery storage facility being constructed pursuant to the Agreement (the "**Project**"). Contractor 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, that 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 such 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: _____

Exhibit A

Project Component	Manufacturing Process	Place of Manufacture	QTY

EXHIBIT V - REQUIREMENTS FOR MONTHLY PROGRESS REPORTING

Contractor will provide regular progress and schedule reporting in accordance with Section 6.25 (*Monthly Progress Reports*) of the Agreement. The Monthly Progress Report will be organized in accordance with the following Table of Contents:

1. Executive Summary
2. Project Team
    - 2.1. EPC Contractor
    - 2.2. Major Contractors/Suppliers
3. Health, Safety and Environment
    - 3.1. Workforce Report
    - 3.2. Reportable Incidents
    - 3.3. Environmental Compliance
4. Contract Schedule updates and modifications
    - 4.1. Key Milestone Status
    - 4.2. Activities planned for next two weeks
    - 4.3. Procurement Progress and Status Report
    - 4.4. Construction Progress Curves including at a minimum:
        - 4.4.1. Site Grading
        - 4.4.2. Post installation
        - 4.4.3. Racking installation
        - 4.4.4. Module installation
        - 4.4.5. Inverter installation
        - 4.4.6. DC Feeders installation
        - 4.4.7. AC Feeders installation
        - 4.4.8. Start-up and Testing Progress
    - 4.5. Manufacturing Status Report
5. Quality Control
    - 5.1 Shop Inspection and Testing
    - 5.2 Non-conformance metrics
    - 5.3 Areas of concern and action plans
6. Commercial
    - 6.1. Change Order status
    - 6.2. Payment Status
    - 6.3. Reforecast of project cash-flow through project completion
7. Training
8. Issues and Remedies
9. Deliverables
        - 9.1.1. Current drawing list
        - 9.1.2. Current equipment list

10. Community
11. Photos
12. Any other information reasonably requested by Owner.

EXHIBIT W – COMPLETION CRITERIA

EXHIBIT W-1 – MECHANICAL COMPLETION CRITERIA

Mechanical Completion Criteria

Unless otherwise defined in this Exhibit W-1 (*Mechanical Completion Criteria*), capitalized terms have the meanings specified or referred to in the BTA, and all section references refer to the BTA. Subject to Section 12.2.2 (*GPC's Review of Mechanical Completion Certificate*), "**Mechanical Completion**" will occur when the following criteria have been achieved:

1. The Project is mechanically, electrically, and functionally complete and ready for commissioning, energization and, initial start-up, adjustment, and testing, but has not achieved Energization and Synchronization, and Seller has completed the design, engineering, procurement, permitting, assembly, construction, and installation of the same, in accordance with this BTA, including: (i) the connection of all such equipment to other applicable equipment as required by way of wiring, controls, and safety systems; and (ii) ensuring that all instruments and relays are installed and functional and all required protective and control features are operational;
2. All necessary calibration has been completed in accordance with the applicable manufacturer's standards and guidance, except for items mutually agreed to not be critical to the operation of the Project;
3. The installed nameplate capacity of the Project has reached 95% of the Project Nameplate Capacity;
4. Seller has delivered to GPC the unabridged and unredacted final report in 8760 PVSyst format concerning the electric energy producing potential of the Project, prepared by an engineer, which assesses the solar resource potential at the Project Site, which includes all inputs reasonably necessary for a full energy yield assessment with respect to the Project;
5. Seller has achieved Mechanical Completion by the Guaranteed Mechanical Completion Date, or Seller has paid Mechanical Completion Delay Liquidated Damages in accordance with Section 12.8.1 (*Mechanical Completion Delay LDs*);
6. Seller has commissioned the Project in accordance with Section 10.2 (*Commissioning and Performance Tests*) and with the commissioning requirements in Exhibit S (*Commissioning and Testing*) ;
7. The meteorological stations at the Project Site have been installed and placed into operation by Seller;
8. The telemetry system has been installed and placed into operation by Seller;
9. The telecommunications system has been installed and placed into operation by Seller;
10. Seller has installed the Data Acquisition System (DAS) for monitoring and control aspects of the Project including a six-month data historian;
11. Seller has delivered all documents required to be delivered by the Mechanical Completion Date in accordance with Seller Deliverables Table in Exhibit Q (*Seller Deliverables Table*);
12. All quality assurance documentation has been provided to GPC in accordance with the Quality Control/Assurance Manual, and all non-conforming quality assurance issues have been resolved in accordance with the Quality Control/Assurance Manual;
13. Seller has delivered to the Project Site any spare parts purchased by GPC pursuant to Section 6.22.2 (*List of Spare Parts*);
14. Seller has delivered to the Project Site all special tools required by the manufacturers of Project Equipment and materials to operate and maintain the Project;
15. All Permits that are necessary for the siting, construction and operation of the Project have been obtained (other than Permits that can reasonably be expected to be obtained when needed in the ordinary course of business on commercially reasonable terms and conditions);
16. Neither the Project nor any property that is part of the Project has, in whole or in part (including any PV circuit), been placed in service, energized or synchronized to the Electric System;
17. Seller has delivered all applicable lien waivers and releases required to be provided at Closing in accordance with Section 6.26.2 (*Lien Waivers at the Closing Date*); and
18. Mechanical Completion" has been achieved under the EPC Contract.

EXHIBIT W-2 – SUBSTANTIAL COMPLETION CRITERIA

Unless otherwise defined in this Exhibit W-2 (*Substantial Completion Criteria*), capitalized terms have the meanings specified or referred to in the BTA, and all section references refer to the BTA. Subject to Section 12.4.2 (*GPC's Review of Substantial Completion Certificate*), "**Substantial Completion**" will occur when the following criteria have been achieved:

1. The Project has achieved Mechanical Completion;
2. Seller and GPC have mutually agreed on the final Punch List, the value of the Punch List items and on a schedule for completion of the Punch List items in accordance with Section 12.5 (*Punch List Items*);
3. All of the Work has been completed, except for the items on the Punch List;
4. Seller has delivered all documents required to be delivered by the Substantial Completion Date in accordance with the Seller Deliverables Table in Exhibit Q (*Seller Deliverables Table*);
5. Seller has obtained the certificate of occupancy (if applicable), and any other similar applicable Permit (including certificates of inspection, if applicable), necessary to permit beneficial occupancy and usage of the Work and Project;
6. Seller has provided training for GPC's personnel (or other employees or agents of GPC) as required by Section 6.12 (*Training*), in accordance with the EPC Contract, including training (including on-site and classroom) on the interconnection and technical specifications of the Project and operation and maintenance of the Project;
7. The Project is ready for the safe, reliable, normal, and continuous operation in accordance with Prudent Utility Practice and in compliance with all applicable Laws and applicable Permits, and has passed any and all inspections by any Governmental Authority that are required prior to or for commercial operation;
8. Seller has conducted or caused to be conducted the Commissioning Tests and the Performance Tests in accordance with Exhibit A (*Technical Specifications*), the commissioning and test procedures and protocols of Exhibit S (*Testing and Commissioning*) and the other tests, procedures, and protocols as may be developed by the Parties, and while complying with applicable Laws and Permits, the Project has successfully achieved each of the Performance Guarantees pursuant to Exhibit S (*Testing and Commissioning*) in Performance Tests conducted in accordance with this BTA, including the Performance Test Procedures and Exhibit S, as follows
    - 8.1. the results of the Five Consecutive Day Operations Test demonstrate achievement of the Reliability Guarantee;
    - 8.2. the results of the Five Day Performance Ratio Test demonstrate achievement of the Guaranteed Performance Ratio;
9. The Project has satisfied all requirements of the Interconnection Provider for interconnection to the Electric System, including any testing required under the Interconnection Agreement, and the Project has been synchronized to the Electric System, and the Interconnection Provider has authorized parallel operation;
10. The Project capacity is equal to or greater than the Project Nameplate Capacity;
11. All final inspections of any Governmental Authority have been completed to the extent required to be completed prior to operation or prior to the Substantial Completion Date;
12. Seller has licensed or granted, all Intellectual Property Rights necessary for the necessary for, the ownership, use, operation, or maintenance of the Project in accordance with Section 2.20 (Intellectual Property);
13. Seller has achieved Substantial Completion by the Guaranteed Substantial Completion Date, or Seller has paid Substantial Completion Delay Liquidated Damages in accordance with Section 12.8.2 (*Substantial Completion Delay LDs*);
14. Seller has removed all rubbish, debris, and other waste materials (including any and all Subcontractors' wastes) from the Project Site and the Project Site is in a clean, safe, and usable condition;
15. Seller has delivered all applicable lien waivers and releases required to be provided at Substantial Completion in accordance with Section 6.26.2 (*Lien Waivers at the Closing Date*);

16. No Seller Default exists, and no event which, with the passage of time or the giving of notice or both, would be a Seller Default;
17. Permanent site vegetation and site stabilization have been completed; and
18. Substantial Completion" has been achieved under the EPC Contract.

EXHIBIT W-3 – FINAL COMPLETION CRITERIA

Unless otherwise defined in this Exhibit W-3 (*Final Completion Criteria*), capitalized terms have the meanings specified or referred to in the BTA, and all section references refer to the BTA. Subject to Section 12.6.2 (*GPC's Review of Final Completion Certificate*), "**Final Completion**" will occur when the following criteria have been achieved:

1. The Project has achieved Substantial Completion;
2. All items on the Punch List have been completed by Seller;
3. All of Seller's (or EPC Contractor's) equipment, materials, temporary structures or other items of any nature required for execution or completion of the Work, but excluding equipment, materials, appliances, or other items intended to form or forming part of the Work, including the Project Equipment, materials, and the Project have been removed from the Project Site;
4. Seller has provided GPC with both hard and electronic final copies of the Contractor Drawings and Manuals;
5. Seller shall have completed any work required with respect to any claims under the Warranties for which Seller has been given notice prior to completion of the Punch List;
6. The Data Acquisition System (DAS) has been commissioned and is functionally complete;
7. Seller has repaired any damage to the Project Site caused by a Seller Party;
8. No Liens, other than Permitted Liens, are outstanding against the Project;
9. Seller has completed performance of all other Work on the Project; and
10. All Hazardous Substances that a Seller Party brought onto the Project Site or Hazardous Substances that a Seller Party used, stored, or located at the Project Site or any neighboring property have been removed, unless the same have been permanently incorporated into the Project or are necessary for the operation and maintenance of the Project;
11. Seller has complied with all conditions of each Permit and received appropriate closeout documentation from the applicable Governmental Authority that issued such Permit, including the National Pollutant Discharge Elimination System (NPDES) permit, and Seller has received the Notice of Termination (NOT), which has been verified and signed by the applicable Governmental Authority;
12. Seller has paid GPC all liquidated damages due and payable pursuant to the terms of the BTA, or the Parties have agreed in writing on the set-off of the remaining full amount of such liquidated damages against any concurrent payments due to Seller;
13. No Seller Default exists, and no event that, with the passage of time or the giving of notice or both, would be a Seller Default;
14. "Final Completion" has been achieved under the EPC Contract;
15. If applicable, Seller has completed and delivered the Domestic Content Certificate; and
16. Seller has assigned the EPC Contract and the Major Supply Agreements to GPC pursuant to an Assignment Agreement.

EXHIBIT X – ENVIRONMENTAL COMPLIANCE CERTIFICATION

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

AGREEMENT – Build, Transfer Agreement for CARES 2023 Utility Scale RFP at #ProjectName# dated as of _____ ___, 20__ between Georgia Power Company ("**GPC**"), and _____ ("**Seller**") (the "**BTA**"). Capitalized terms used herein will have the meaning assigned in the BTA.

The undersigned individual, being the [●][7] of Seller and having responsibilities for [*environmental compliance and reporting*] matters associated with the BTA, certifies to the following:

1. There have been no changes in the design of the Project that resulted in or, to the best of my knowledge after reasonable inquiry, are expected to result in, additional impacts to environmental sensitivities that have not been previously disclosed in writing to GPC.

_____Yes

_____No (please explain)

Explain:_____

(a) If "no," a figure set or plan sheets that highlights such changes is attached.

(b) If "no," copies of all documentation that all necessary Permits have been obtained and/or that the appropriate Governmental Authority coordination has occurred to legally allow for such impacts is attached.

2. A list of Permits for the Project that were obtained (opened) or Governmental Authority prescriptions that were issued since the previous Certification is attached.

3. A list of Permits for the Project that were applied for but have not yet been obtained (opened) since the previous Certification is attached.

4. A list of any notices of violation (NOV) that were issued with respect to Seller [or in connection with the Project], including: (i) the Governmental Authority that issued the NOV; (ii) the status of remediation of the violation; and (iii) if remediation has not been completed, the duration anticipated for resolution is attached. Copies of any NOVs are also attached.

5. Attached is a list identifying (by name and address) any adjacent landowner, lessee or neighbor complaints against Seller or the Project, as well as: (i) a general description of the complaint; and (ii) plans that Seller took to resolve the complaint or, if not yet resolved, what actions Seller has taken to date, or intends to take, to resolve the complaint, along with a timeline for completing such actions.

6. A list of any Permits and/or other Governmental Authority prescribed actions that have been fulfilled and/or closed since the previous Certification is attached.

7. Except as already referenced or included in an attachment to this Certification, there are no other documents, notices or correspondence from any Governmental Authority indicating that the Project and the Site is not in compliance with or is not in good standing under, and Environmental Laws, Permit or other Governmental Authority prescribed actions.

[7] *Certificate to be signed by a duly authorized officer of Seller. Seller must provide written documentation affirming the authority of the individual who attests to this certification.*

Confirmation

The above information (and any attachments) has been completed in full and agrees with our records as of the date of this Certification.

#SellerLegalName#

By: _____

Name

Printed: _____

Title: _____

Date: _____