EXECUTION VERSION

STANDARD CONTRACT FOR THE PURCHASE OF NON-FIRM ENERGY FROM A QUALIFYING FACILITY

between

BLACKWATER SOLAR, LLC

and

GEORGIA POWER COMPANY

Dated as of 3-29-2019

TABLE OF CONTENTS

SECTION 1: DEFINITIONS 2

SECTION 2: FACILITY DESIGN AND CONSTRUCTION 6
- 2.1 Facility 6
- 2.2 Permits. 6
- 2.3 Station Service 6
- 2.4 Inspections 7

SECTION 3: TERM 7
- 3.1 Term. 7

SECTION 4: OPERATION AND MAINTENANCE OF THE FACILITY 7
- 4.1 General Standards. 7
- 4.2 Access to the Facility. 8
- 4.3 Availability of Records 8

SECTION 5: DELIVERY OF ENERGY 9
- 5.1 Notice. 9
- 5.2 Characteristics of the Energy. 9
- 5.3 Interconnection 9

SECTION 6: METERING 10
- 6.1 Metering. 10
- 6.2 Payment of Cost of Metering Equipment. 10
- 6.3 Inspection and Testing. 11
- 6.4 Inaccuracies 11
- 6.5 Loss Factor Adjustment. 12

SECTION 7: PURCHASE AND SALE OF ENERGY 12
- 7.1 Energy 12
- 7.2 Testing and Test Energy. 12

SECTION 8: ENERGY PAYMENTS 13
- 8.1 Calculation of Monthly Energy Payments. 13

SECTION 9: ADMINISTRATION CHARGE 14

SECTION 10: PAYMENT PROCEDURE 14
- 10.1 Billing and Payment 14

SECTION 11: REPRESENTATIONS, WARRANTIES AND COVENANTS 15
- 11.1 Representations, Warranties and Covenants. 15
- 11.2 Georgia Power Representations, Warranties and Covenants 17

11.3 Survival of Representations, Warranties and Covenants 17

SECTION 12: EVENTS OF DEFAULT; REMEDIES 17
12.1 Default by QF 17
12.2 Default by Georgia Power. 18
12.3 Remedies for Events of Default 18
12.4 No Consequential Damages 18

SECTION 13: COMPLIANCE WITH LAWS 19
13.1 Compliance. 19
13.2 Change of Law. 19

SECTION 14: GPSC AND FERC APPROVALS 19
14.1 GPSC: Recovery of Payments from Ratepayers. 19
14.2 FERC: Recovery of Payments from Ratepayers. 20
14.3 FERC: Reduction of Rates 20

SECTION 15: INDEMNIFICATION 20

SECTION 16: INSURANCE 21

SECTION 17: FORCE MAJEURE 22
17.1 Definition of Force Majeure Event. 22
17.2 No Breach or Liability. 22
17.3 Suspension of Performance 23
17.4 Extended Force Majeure Events 23

SECTION 18: MISCELLANEOUS 23
18.1 Assignment 23
18.2 Georgia Power's Agent. 24
18.3 No Partnership 24
18.4 Successors and Assigns 24
18.5 No Third Party Benefit 24
18.6 No Affiliate Liability. 24
18.7 Time of Essence; No Waiver. 24
18.8 Amendments. 25
18.9 Notice. 25
18.10 Counterparts. 25
18.11 Cross-References. 26
18.12 Article and Section Headings. 26
18.13 Including 26
18.14 Governing Law. 26

STANDARD CONTRACT FOR THE PURCHASE OF NON-FIRM ENERGY FROM A QUALIFYING FACILITY

This Agreement ("Agreement") is made and entered by and between Blackwater Solar, LLC, a Georgia limited liability company having its principal place of business at 236 Third Street, Baton Rouge, LA 70801 (hereinafter referred to as "QF"), and Georgia Power Company, a corporation organized and existing under the laws of the state of Georgia, having its principal place of business at Atlanta, Georgia (hereinafter referred to as "Georgia Power"). QF and Georgia Power may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESETH:

WHEREAS, QF desires to sell, and Georgia Power desires to purchase, electricity to be generated by QF's generating facility and made available for sale to Georgia Power consistent with the Georgia Public Service Commission ("GPSC") Order in Docket No. 4822;

WHEREAS, QF's generating facility will be interconnected to and operated in parallel with the Georgia Power Electric System; and

WHEREAS, the GPSC has approved a form of Standard Contract for the Purchase of Non-Firm Energy from a Qualifying Facility and this Agreement conforms to the terms and conditions of such Standard Contract.

NOW, THEREFORE, for mutual consideration, the Parties covenant and agree as follows:

SECTION 1: DEFINITIONS

In addition to the initially capitalized terms and phrases defined in the preamble of this Agreement, the following initially capitalized terms and phrases as and when used in this Agreement shall have the respective meanings set forth below:

1.1 **"Affiliate"** - of any specified entity means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified entity. 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; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

1.2 **"Annual Period"** - shall mean any one of a succession of consecutive twelve month periods, the first of which shall begin on the Commencement of Service Date.

1.3 **"Appendices"** - means any schedules, exhibits and attachments which are appended hereto and are incorporated by reference herein and made a part of this Agreement.

1.4 **"Business Day"** - shall mean any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

1.5 **"Commercial In-Service Status"** - means that (i) QF has obtained a fully executed Interconnection Agreement for the Facility; (ii) the Facility is in compliance with all applicable Facility permits; and (ii) QF has demonstrated to the satisfaction of Georgia Power the ability of the Facility to deliver energy to the Point of Delivery.

1.6 **"Commencement of Service Date"** - means the date on which the Facility achieves Commercial In-Service Status.

1.7 **"Confidential Information"** - shall have the meaning set forth in Section 8.1.2.

1.8 **"Day"** - means a calendar day.

1.9 **"Dispatch Center"** - shall mean the control and dispatching center as designated by Georgia Power from time to time in writing as being the primary control point for dispatch instructions to QF for the Facility.

1.10 **"Execution Date"** - means the date on which this Agreement is executed and delivered by both Georgia Power and QF.

1.11 **"Event of Default"** - has the meanings ascribed to it in Section 12.1 for QF and Section 14.2 for Georgia Power.

1.12 **"Facility"** - means all equipment, as described in this Agreement, used to produce electric energy and all equipment required for parallel operation with the Georgia Power Electric System.

1.13 **"FERC"** - means the Federal Energy Regulatory Commission or Governmental Authority succeeding to the powers and functions thereof.

1.14 **"Force Majeure Event"** - has the meaning defined in Section 17.1.

1.15 **"Georgia Power"** - shall have the meaning specified in the first paragraph of this Agreement, and its permitted successors and assigns.

1.16 **"Georgia Power Company Territorial Hourly Avoided Energy Rate"**- for each hour of a given Month, means the amount, in dollars per megawatt-hour ($/MWh) which is equal to the avoided cost of generation on the Georgia Power territorial system for each hour of such Month as such is calculated by or on behalf of Georgia Power pursuant to the GPSC order in Docket No. 4822.

1.17 **"Georgia Power Electric System"** - means collectively, the entire network of electric generating, transmission and distribution facilities, equipment and other devices owned (in whole or in part) or controlled by Georgia Power, or to which Georgia Power has the right to use, for the purposes of generating, transmitting and receiving electric energy.

1.18 **"Governmental Authority"** - means any local, state, regional or federal administrative, legal, judicial or executive agency, court, commission, department or other such entity.

1.19 **"GPSC"** - means the Georgia Public Service Commission.

1.20 **"Interconnection Agreement"** - means that certain Interconnection Agreement to be entered into by and between QF and Georgia Power containing terms and conditions governing the interconnection and parallel operation of the Facility with the Georgia Power Electric System.

1.21 **"Interest Rate"** - means the prime rate of interest as published from time to time in the Wall Street Journal or comparable successor publication.

1.22 **"kW"** - means kilowatts.

1.23 **"kWh"** - means kilowatt-hours.

1.24 **"Legal Requirement"** - means any law, code, statute, regulation, rule, ordinance, permit, judgment, injunction, order or other requirement of a Governmental Authority having jurisdiction over the matter in question, which is valid and applicable to the matter in question at the time of the execution of the Agreement or anytime thereafter during the Term.

1.25 **"Month"** means a calendar Month, commencing at the beginning of the first Day of such calendar Month. "Monthly" - has a meaning correlative to that of Month.

1.26 **"Monthly Administration Charge"** - for a particular Month of the Term, means the Monthly amount to be paid by QF to Georgia Power for the items set forth in Section 9.

1.27 **"Monthly Energy Payment"** - for a particular Month of the Term, means the Monthly amount to be paid by Georgia Power to QF for Georgia Power's purchase of energy from the Facility, as the same is calculated by QF as provided in Section 8.1.

1.28 **"NERC"** - means the North American Electric Reliability Council, including any successor thereto and subdivisions thereof.

1.29 **"Party"** or **"Parties"** - means either Georgia Power or QF or both.

1.30 **"Point of Delivery"** - means the point where QF shall deliver electric energy to Georgia Power pursuant to this Agreement as determined by the Parties.

1.31 **"Prudent Utility Practices"** - means, at a particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior to such time, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at the lowest cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers' warranties and the requirements of Governmental Authorities of competent jurisdiction and the requirements of this Agreement.

1.32 **"PURPA"** - means the Public Utility Regulatory Policies Act of 1978, as such act may be amended from time to time.

1.33 **"QF"** - shall have the meaning specified in the first paragraph of this Agreement, and its permitted successors and assigns.

1.34 **"Qualifying Facility"** - shall have the meaning defined in Section 292.101(b)(1) of the regulations promulgated under PURPA, 18 C.F.R. Subpart C, Section 292.

1.35 **"Southern Operating Companies"** - means, collectively, the electric utility operating company subsidiaries of the Southern Company that own transmission assets, currently including Alabama Power Company, Georgia Power, Gulf Power Company and Mississippi Power Company.

1.36 **"Term"** - means the duration of this Agreement as specified in Section 3.1.

1.37 **"Transmission Tariff"** - means the Southern Operating Companies open access transmission tariff, FERC Electric Tariff Fourth Revised Volume No. 5, as amended or superseded from time to time.

SECTION 2: FACILITY DESIGN AND CONSTRUCTION

2.1 Facility. The Facility is a solar photovoltaic generator located in Ware County, Georgia with a capability of producing approximately eighty (80) MW AC of electric power.

2.2 Permits. QF hereby agrees to seek to obtain, at its sole expense, any and all governmental permits, certificates or authorizations QF is required to obtain for the operation, maintenance, testing and any necessary modification of the Facility.

2.3 Station Service. Georgia Power shall sell to QF and QF shall purchase energy as required by QF from time to time during the Term for station service or other energy needs at the applicable Georgia Power tariff rate.

2.4 Inspections. Upon reasonable prior advance notice to the QF, representatives of Georgia Power shall be entitled to inspect the operation and testing of the Facility. QF shall

cooperate in such physical inspections of the Facility as may be reasonably required by Georgia Power provided that such inspections shall not materially interfere with the testing or operations of the Facility, and provided that Georgia Power complies with rules and regulations of Governmental Authorities having jurisdiction with respect to the Facility, and with the QF's reasonable policies and procedures applicable to the Facility including, without limitation, those with respect to safety. Georgia Power's technical review and inspection of the Facility shall not be construed as endorsing the design thereof nor as any warranty of the safety, durability or reliability of the Facility.

SECTION 3: TERM

3.1 Term. The term of this Agreement shall begin on the Execution Date and shall remain in full force and effect, unless terminated earlier pursuant to this Agreement until December 31, 2039 ("Term"). QF may terminate this Agreement at any time during the Term with at least three hundred and sixty-five (365) Day prior written notice of such termination. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the obligation to pay each other all monies owed and not paid under this Agreement prior to the termination or expiration, which obligation shall survive termination or expiration.

SECTION 4: OPERATION AND MAINTENANCE OF THE FACILITY

4.1 General Standards. During the Term of this Agreement, QF shall have the sole responsibility to, and shall at its sole expense, manage, control, operate and maintain the Facility in accordance with Prudent Utility Practices and the requirements set forth in this Agreement. QF and Georgia Power agree to coordinate scheduled outages of the Facility.

4.2 Access to the Facility.

4.2.1 Representatives of Georgia Power shall at all reasonable times have access to the Facility and to property owned or controlled by QF in order to (i) to inspect, maintain, and test meters and other Georgia Power equipment; (ii) to interrupt, monitor, or measure energy generated by the Facility; (iii) to inspect the Facility; and (iv) to take such other action as may be reasonably necessary to exercise Georgia Power's rights under this Agreement.

4.2.2 In no event shall any Georgia Power statement, representation, or lack thereof, either express or implied, relieve QF of its exclusive responsibility for the Facility. Any Georgia Power inspection of property or equipment owned or controlled by QF, or any Georgia Power review of or consent to QF's plans, shall not be construed as endorsing the design, fitness or operation of the Facility nor as a warranty or guarantee.

4.3 Availability of Records. QF shall keep complete and accurate records and all other data for the purposes of proper administration of this Agreement in accordance with the following guidelines:

4.3.1 All such records shall be maintained for a minimum of five (5) years after the creation of such record or data and for any additional period of time required by regulatory agencies with jurisdiction over QF; provided, however, that QF shall not dispose of or destroy any such records even after the five (5) years without thirty (30) Days prior written notice to Georgia Power.

4.3.2 QF shall maintain an accurate and up-to-date operating log at the Facility with records of: (i) real and reactive power production for each clock hour; (ii) changes in operating status and scheduled maintenance; (iii) any unusual conditions found during inspections; and (iv) any significant events related to the operation of the Facility.

4.3.3 Upon reasonable advance notice, Georgia Power shall have the right to examine the records and data of QF in order to facilitate any determination that Georgia Power is required or permitted to make under this Agreement.

4.3.4 Georgia Power agrees to maintain the information provided by QF pursuant to this Section 4.4 as confidential and to use such information solely for the purpose of administering this Agreement.

SECTION 5: DELIVERY OF ENERGY

5.1 Notice. QF shall comply with reasonable requirements of Georgia Power regarding day-to-day or hour-by-hour communications with Georgia Power relative to the performance of this Agreement.

5.2 Characteristics of the Energy. The energy delivered by QF to the Point of Delivery shall meet the specifications required by Georgia Power.

5.3 Interconnection.

5.3.1 As a condition precedent to Georgia Power's obligation to purchase electricity to be generated by QF's Facility, QF and Georgia Power shall execute an Interconnection Agreement.

5.3.2 Georgia Power shall interconnect the Facility to the Georgia Power Electric System in accordance with the Interconnection Agreement. Such interconnection shall be performed in accordance with the interconnection policies and procedures set forth in Attachment J, Procedures for Obtaining Interconnection Service, of the Transmission Tariff. QF must request and obtain interconnection of the Facility in accordance with such procedures.

SECTION 6: METERING

[If Seller enters into an Interconnection Agreement with Georgia Power, the Interconnection Agreement will be read in conjunction with the provisions of this Section 6 and any duplicative provisions will be resolved in favor of the Interconnection Agreement.]

6.1 Metering. Georgia Power shall design, locate, construct, install, own, operate and maintain meters and such other facilities, equipment and devices as Georgia Power deems necessary or appropriate to measure the amount of energy delivered by QF to Georgia Power at the Point of Delivery all in accordance with Prudent Utility Practices. QF shall be responsible for and shall reimburse Georgia Power for all costs and expenses incurred by Georgia Power in connection with the design, construction, installation, ownership, operation, maintenance and reading of the meters and other such facilities, equipment and devices. All meters and other such facilities, equipment and devices installed by Georgia Power shall be and remain the personal property of Georgia Power.

6.2 Payment of Cost of Metering Equipment. Within ninety (90) Days after the Execution Date, Georgia Power shall develop and provide QF an estimate of all costs and expenses to be paid by QF under Section 6.1. Georgia Power shall obtain QF's consent thereto prior to proceeding with construction, installation or testing of metering equipment. QF shall pay such estimated costs in immediately available funds through wire transfer of funds or other means acceptable to Georgia Power within thirty (30) Business Days after its receipt of such estimate; provided, however, that QF shall make such payment within five (5) Business Days of receipt, if the Day of receipt is within five (5) Business Days before the mutually anticipated synchronization of the Facility to the Georgia Power Electric System. Georgia Power shall true-up this estimate to Georgia Power's actual costs and expenses within a reasonable period of time after such actual costs and expenses are known. Such true-up as to the costs of design, construction and installation of the metering equipment shall take place no later than ninety (90)

Business Days after the installation of the metering equipment has been completed. In the event that the actual costs and expenses to be paid by QF under Section 6.1 are more or less than Georgia Power's initial estimate, Georgia Power shall so notify QF and Georgia Power or QF, as the case may be, will reimburse or pay the other the difference within five (5) Business Days of such notification.

6.3 Inspection and Testing. Georgia Power shall inspect and test all meters installed by Georgia Power at such times as Georgia Power deems necessary or appropriate, but not less often than once every two (2) years. Upon reasonable written request to Georgia Power, QF may request, at its own expense, inspection or testing of any such meters more frequently than once every two (2) years. QF shall be responsible for, and shall reimburse Georgia Power for, all costs and expenses incurred by or on behalf of Georgia Power in connection with such inspections or tests. Georgia Power shall give reasonable written notice of the time and place when any meter is to be inspected or tested, and QF may have a representative present at such test or inspection.

6.4 Inaccuracies. If any seal securing the metering is found broken, if the metering fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an adjustment shall be made correcting all measurements of energy made by the metering during (i) the actual period when measurements were made by the metering, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if the actual period cannot be determined to the mutual satisfaction of the Parties, one-half of the period from the date of the last test of the metering to the date such failure is discovered or such test is made (such period herein the "Adjustment Period"). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be

determined (a) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation, or (b) if not so ascertainable, by estimating on the basis of deliveries under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Georgia Power shall pay QF any additional amounts then due for deliveries of energy during the Adjustment Period or Georgia Power shall be entitled to a credit against any subsequent payments for energy, as the case may be.

6.5 Loss Factor Adjustment. If and to the extent Georgia Power's meters are not measuring deliveries of energy physically at the Point of Delivery, the metered amount of energy may be adjusted for losses to or from the Point of Delivery by a loss factor determined by Georgia Power, in accordance with Prudent Utility Practice. QF will be provided with a copy of any study or analysis prepared by Georgia Power in determining such loss factor.

SECTION 7: PURCHASE AND SALE OF ENERGY

7.1 Energy. On the Commencement of Service Date, QF shall sell and deliver the electric energy to Georgia Power and Georgia Power agrees to purchase, accept, and pay for such electric energy as is made available for sale to and received by Georgia Power at the Point of Delivery.

7.2 Testing and Test Energy. QF shall not commence initial deliveries of energy to the Point of Delivery without the prior written consent of Georgia Power, which consent shall not be unreasonably withheld. Georgia Power shall purchase energy produced by QF during Facility testing and start-up procedures at such times and under conditions acceptable to Georgia Power. Representatives of Georgia Power shall have the right to be present during any such

testing. QF shall provide Georgia Power not less than thirty (30) Days written notice before any testing to establish the Facility's Commercial In-Service Status.

SECTION 8: ENERGY PAYMENTS

8.1 Calculation of Monthly Energy Payments.

8.1.1 Georgia Power shall owe QF a Monthly Energy Payment, in dollars ($) per Month, for electric energy purchased by Georgia Power from QF during such Month, if any. The Monthly Energy Payment for a given Month, if any, shall equal the sum of the following products for each of the hours in such Month:

(i) the amount of electric energy delivered by QF to Georgia Power during an hour of such Month; multiplied by

(ii) the Georgia Power Company Territorial Hourly Avoided Energy Rate for such hour of such Month pursuant to the formula set forth in Docket No. 4822.

8.1.2 QF acknowledges and agrees that all price information provided by Georgia Power to QF under this Agreement, including without limitation, the Georgia Power Company Territorial Hourly Avoided Energy Rate, is confidential and proprietary information ("Confidential Information"). During the Term of this Agreement and for a period of two (2) years thereafter, QF shall not disclose such Confidential Information to any person except for those of its officers, directors, employees, affiliates, consultants, agents, and advisors who agree to maintain the confidentiality of such Confidential Information in accordance with the terms hereof and who need to know the Confidential Information for purposes of performance under this Agreement.

8.1.3 Georgia Power's obligation to pay the Monthly Energy Payment shall commence on the Commencement of Service Date.

SECTION 9: ADMINISTRATION CHARGE

Seller shall owe Georgia Power a Monthly Administration Charge, in dollars ($) per Month, for all costs and expenses incurred by Georgia Power during such Month in connection with (i) Georgia Power's administration of this Agreement, (ii) any taxes, assessments or other impositions for which Georgia Power may be liable as a result of purchase of energy from QF or any other activity undertaken pursuant to this Agreement, (iii) any amounts owed to Georgia Power with respect to metering as set forth in Section 6, or (iv) which are otherwise chargeable to or to be paid by QF under a provision hereof. The Monthly Administration Charge shall initially be one hundred dollars ($100.00). Georgia Power may revise the amount of the Monthly Administration Charge on an annual basis and will submit any revisions to the GPSC for review.

SECTION 10: PAYMENT PROCEDURE

10.1 Billing and Payment. Bills shall be issued and payments shall be made Monthly to QF and by QF in accordance with the following procedures:

10.1.1 The Monthly Energy Payment, if any, calculated for such Month pursuant to Section 8.1 shall be tendered, with a billing statement showing the basis for the calculation of the Monthly Energy Payment by Georgia Power to QF. Such payments shall be due and payable within twenty (20) Business Days following the date the meters are read.

10.1.2 Georgia Power shall issue a Monthly invoice of the Monthly Administration Charge to QF with cost tabulations showing the basis for the charge. All amounts owing to Georgia Power from QF shall be due and payable within twenty (20) Business Days after the date of Georgia Power's invoice.

10.1.3 At the option of QF, Georgia Power will provide a net payment or net bill, whichever is applicable, that consolidates amounts owing to QF with amounts owing to Georgia Power.

10.1.4 Any amount due and payable from either Party to the other pursuant to this Agreement that is not received by the due date shall accrue interest from the due date at the Interest Rate.

10.1.5 For a period of one year after its receipt of an invoice or a billing statement, QF shall have the right to audit and Georgia Power will make available to QF such books and records as are reasonably necessary for QF to verify the accuracy of amounts paid or billed to QF. Such books and records may exclude information which is proprietary or confidential to Georgia Power; provided, however, that QF may have access to such confidential and proprietary information, exclusively for audit purposes upon the execution of a confidentiality agreement with Georgia Power.

SECTION 11: REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 QF Representations, Warranties and Covenants. QF makes the following additional representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

11.1.1 QF is a limited liability company, duly organized, validly existing and in good standing under the laws of the state of Georgia, that it is qualified to do business in the state of Georgia, and that it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

11.1.2. The execution, delivery and performance by QF of this Agreement have been duly authorized by all necessary corporate action, and do not and will not require any consent or approval of QF's Board of Directors, or shareholders, other than that which have been obtained.

11.1.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which QF is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

11.1.4 This Agreement is the legal, valid and binding obligation of QF enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

11.1.5 There is no pending, or to the knowledge of QF, threatened action or proceeding affecting QF before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof.

11.1.6 QF covenants that the Facility is and shall remain at all times during the Term, a Qualifying Facility.

11.1.7 QF covenants to Georgia Power that it will at all times during the Term of this Agreement pay all charges, taxes, assessments and fees which may be assessed upon or

against the Facility or upon or against QF or Georgia Power by reason of the sale or purchase of electricity under this Agreement.

11.2 Georgia Power Representations, Warranties and Covenants. Georgia Power makes the following additional representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

11.2.1 Georgia Power is a corporation, duly organized, validly existing and in good standing under the laws of the state of Georgia, that it is qualified to do business in the state of Georgia, and that it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

11.2.2 The execution, delivery and performance by Georgia Power of this Agreement have been duly authorized by all necessary corporate action, and do not and will not require any consent or approval of Georgia Power's Board of Directors, or shareholders, other than that which have been obtained.

11.2.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Georgia Power is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

11.2.4 This Agreement is the legal, valid and binding obligation of Georgia Power enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

11.2.5 There is no pending, or to the knowledge of Georgia Power, threatened action or proceeding affecting Georgia Power before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof.

11.3 Survival of Representations, Warranties and Covenants. All representations, warranties and covenants made by QF and by Georgia Power in or under this Agreement shall survive the execution and delivery of this Agreement and any action taken pursuant hereto.

SECTION 12: EVENTS OF DEFAULT; REMEDIES

12.1 Default by QF. Any one or more of the following events shall constitute an Event of Default by QF and shall give Georgia Power the right, without limitation, to exercise the remedies specified in Section 12.3:

12.1.1 Except in the event of an outage scheduled in advance with Georgia Power or a Force Majeure Event, QF fails for a period of thirty (30) Days within one Annual Period to maintain the capability of the Facility to deliver energy to Georgia Power under the terms of this Agreement and fails to promptly commence and diligently pursues to cure such default within sixty (60) Days after receipt of written demand therefor from Georgia Power;

12.1.2 QF fails to perform or comply with any other material terms and conditions of this Agreement and fails to conform to said term and condition within sixty (60) Days after a demand by Georgia Power to do so;

12.1.3 QF becomes insolvent, becomes subject to bankruptcy or receivership proceedings, or dissolves as a legal business entity; or

12.1.4 Any representation, warranty, or covenant furnished by QF to Georgia Power is false or misleading in any material respect when made and QF fails to conform to said representation, warranty, or covenant within sixty (60) Days after a demand by Georgia Power to do so.

12.2 Default by Georgia Power. Any one or more of the following events shall constitute an Event of Default by Georgia Power and shall give QF the right, without limitation, to exercise the remedies specified in Section 12.3:

12.2.1 Georgia Power fails to pay any amount payable by Georgia Power to QF hereunder which failure has continued for thirty (30) Days after notice thereof has been given by QF to Georgia Power;

12.2.2 Georgia Power fails to perform or comply with any other material terms and conditions of this Agreement and fails to conform to said term and condition within sixty (60) Days after a demand by QF to do so;

12.2.3 Georgia Power becomes insolvent, becomes subject to bankruptcy or receivership proceedings, or dissolves as a legal business entity; or

12.2.4 Any representation or warranty furnished by Georgia Power to QF is false or misleading in any material respect when made and Georgia Power fails to conform to said representation or warranty within sixty (60) Days after a demand by QF to do so.

12.3 Remedies for Events of Default. For any Event of Default specified under Section 12.1 or 12.2. the non-defaulting Party may in its discretion terminate this Agreement by giving written notice thereof to the defaulting Party and/or exercise all remedies available at law or in equity.

12.4 No Consequential Damages. Notwithstanding any other provision of this Agreement, neither Georgia Power or QF shall be liable to the other for special, indirect, incidental or consequential damages under, arising out of, due to or in connection with its performance or non-performance of this Agreement or any of its obligations herein, whether based on contract, tort (including without limitation negligence), strict liability, warranty or otherwise. The provisions of this Section 12.4 shall survive the termination of this Agreement.

SECTION 13: COMPLIANCE WITH LAWS

13.1 Compliance. QF represents, warrants and covenants that as of the Commencement of Service Date and for the Term, QF shall (i) be in compliance with all Legal Requirements with respect to the ownership, operation and maintenance of the Facility, including without limitation, all requirements to seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, any and all applicable certificates, licenses, permits and government approvals and all applicable environmental certificates, licenses, permits and approvals, environmental impact analysis, and if applicable, the mitigation of environmental impacts, and (ii) pay all costs, expenses, charges and fees in connection therewith.

13.2 Change of Law. In the event that after the Execution Date there are changes to Legal Requirements, including, without limitation, changes to laws or regulations regulating or imposing a tax, fee or other charge on discharges, omissions or disposes from the Facility, which cause QF to incur additional costs in carrying out its obligations under this Agreement, QF

agrees to pay all costs associated with such changes to Legal Requirements and acknowledges that the energy payments made by Georgia Power to QF pursuant to this Agreement shall not be altered as a result of such changes to Legal Requirements.

SECTION 14: GPSC AND FERC APPROVALS

14.1 GPSC: Recovery of Payments from Ratepayers. Notwithstanding any other provision of this Agreement, if Georgia Power, at any time during the Term of this Agreement is denied the authorization of the GPSC to recover from its ratepayers any or all of the payments already made or required or contemplated to be made to QF pursuant to this Agreement, Georgia Power may, at its sole option, (a) collect a lump-sum payment from QF equal to the amount of any payments already made to QF that the GPSC denied recovery of and (b) adjust the payments made under this Agreement to the amount which Georgia Power is authorized to recover from its ratepayers.

14.2 FERC: Recovery of Payments from Ratepayers. Notwithstanding any other provision of this Agreement, if Georgia Power is denied the authorization of the FERC to recover from its FERC jurisdictional customers any or all of the payments already made or required or contemplated to be made to QF pursuant to this Agreement, Georgia Power may, at its sole option, (a) collect a lump-sum payment from QF equal to the amount of any payments already made to QF that the FERC denied recovery of and (b) adjust the payments made under this Agreement to the amount which Georgia Power is authorized to recover from its FERC jurisdictional customers.

14.3 FERC: Reduction of Rates. In the event the FERC imposes a rule, regulation, order or other requirement which causes (by specific reference to this Agreement, by general order referencing all of Georgia Power's power purchase agreements, or otherwise) a reduction

in the energy rates charged under this Agreement, QF agrees to be bound by such reduction and agrees to adjust the energy rates charged hereunder to the amounts permitted by the FERC.

SECTION 15: INDEMNIFICATION

QF agrees to indemnify and save harmless Georgia Power and its employees, officers, and directors against any and all liability, loss, damage, costs or expense which Georgia Power, its employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of QF in performing its obligations pursuant to this Agreement or QF's failure to abide by the provisions of this Agreement. Georgia Power agrees to indemnify and save harmless QF and its employees, officers, and directors against any and all liability, loss, damage, cost or expense which QF, its employees, officers, and directors may hereafter incur, suffer, or be required to pay by reason of negligence on the part of Georgia Power in performing its obligations pursuant to this Agreement or Georgia Power's failure to abide by the provisions of this Agreement. QF agrees to include Georgia Power as an additional insured in any liability insurance policy or policies QF obtains to protect QF's interests with respect to QF's indemnity and hold harmless assurance to Georgia Power contained in this Section 15.

SECTION 16: INSURANCE

16.1 Georgia Power may, in its sole discretion, require QF to deliver to Georgia Power, at any time during the Term at least thirty (30) days after the Effective Date, a certificate of insurance certifying QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the state of Georgia naming QF as a named insured and Georgia Power as an additional named insured. Upon the Commencement of Service Date, the required insurance coverage shall contain a broad form contractual endorsement

specifically covering liabilities arising out of or caused by the operation of the Facility or by QF's failure to maintain the Facility in satisfactory and safe operating condition.

16.2 The insurance policy providing such coverage, if required by Georgia Power, shall provide public liability insurance, including property damage, in an amount not less than $1,000,000 for each occurrence which can be exceeded by QF. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify Georgia Power at least thirty (30) Days prior the effective date of any cancellation or material change in the policy.

16.3 QF shall pay all premiums and other charges due on said insurance policy and shall keep said policy in force during the Term of this Agreement.

SECTION 17: FORCE MAJEURE

17.1 Definition of Force Majeure Event. For the purposes of this Agreement, a "Force Majeure Event" as to a Party means any occurrence, nonoccurrence or set of circumstances that is unforeseeable and beyond the reasonable control of such Party and is not caused by such Party's negligence or lack of due diligence, including, without limitation, flood, drought which causes the minimum flow of a water resource for a hydroelectric facility to fall below the level set by the Georgia Environmental Protection Division of the Georgia Department of Natural Resources, ice, earthquake, windstorm or eruption; fire; explosion; invasion, civil war, commotion or insurrection; sabotage or vandalism; military or usurped power; or act of God or of a public enemy; provided, however, in no event shall (i) the inability to meet a Legal Requirement or the change in a Legal Requirement; or (ii) a site specific strike, walkout, lockout or other labor dispute constitute a Force Majeure Event.

17.2 No Breach or Liability. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if

and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure Event, provided that the non-performing Party shall:

17.2.1 give the other Party notice thereof, followed by written notice if the first notice is not written, as promptly as possible after such Party becomes aware of such Force Majeure Event, describing the particulars of such Force Majeure Event;

17.2.2 use its reasonable best efforts to remedy its inability to perform as soon as practicable; provided, however, that this Section 17.2.2 shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; provided further, that the settlement of strikes, lockouts or other labor disputes shall be entirely within the discretion of the Party having the difficulty; and

17.2.3 when it is able to resume performance of its obligations under this Agreement, give the other Party written notice to that effect.

17.3 Suspension of Performance. The suspension of performance due to a Force Majeure Event shall be of no greater scope and of no longer duration than is required by such Force Majeure Event. No Force Majeure Event shall extend this Agreement beyond its stated Term.

17.4 Extended Force Majeure Events. If any Force Majeure Event delays a Party's performance for a time period greater than six (6) Months, the Party not delayed by such Force Majeure Event may terminate this Agreement, without further obligation, or extend such period at its sole discretion if the Party delayed by such Force Majeure Event is exercising due diligence in its efforts to cure the Force Majeure Event.

SECTION 18: MISCELLANEOUS

18.1 Assignment. Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other Party which consent shall not be unreasonably withheld (except that Georgia Power may assign this Agreement or any portion thereof to any Affiliate of Georgia Power without the consent of QF); but provided, further that: (i) any assignee shall expressly assume assignor's obligations hereunder and (ii) unless expressly approved by the other Party to this Agreement, which approval shall not be unreasonably withheld, no assignment, whether or not consented to, shall. relieve the assignor of its obligations hereunder in the event its assignee fails to perform.

18.2 Georgia Power's Agent. Wherever this Agreement requires QF to provide information, schedules, notice or the like to, or to take direction from, Georgia Power, QF shall provide information, schedules, notice or the like to, or receive from, Georgia Power or such agent of Georgia Power as Georgia Power may direct from time to time.

18.3 No Partnership. QF and Georgia Power do not intend for this Agreement to, and this Agreement shall not, create any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit.

18.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon any respective successors and assigns of QF and Georgia Power.

18.5 No Third Party Benefit. Nothing in this Agreement shall be construed to create any duty, obligation or liability of Georgia Power to any person or entity not a party to this Agreement.

18.6 No Affiliate Liability. Notwithstanding any other provision of this Agreement, no Affiliate of Georgia Power (including without limitation any Affiliate of Georgia Power acting

as Georgia Power's agent where Georgia Power's agent is given certain authorities pursuant hereto) shall have any liability whatsoever for any party's performance, nonperformance or delay in performance under this Agreement.

18.7 Time of Essence; No Waiver. Time is of the essence of this Agreement. Neither Georgia Power's nor QF's failure to enforce any provision or provisions of this Agreement shall in any way be construed as a waiver of any such provision or provisions as to any future violation thereof, nor prevent it from enforcing each and every other provision of this Agreement at such time or at any time thereafter. The waiver by either Georgia Power or QF of any right or remedy shall not constitute a waiver of its right to assert said right or remedy, at any time thereafter, or any other rights or remedies available to it at the time of or any time after such waiver.

18.8 Amendments. This Agreement may be amended by and only by a written instrument duly executed by each of QF and Georgia Power, which has received all approvals of Governmental Authorities of competent jurisdiction necessary for the effectiveness thereof.

18.9 Notice. Any notice, request, consent or other communication permitted or required by this Agreement shall be in writing and shall be deemed given on the Day hand-delivered to the officer identified below, or the third (3rd) Day after the same is deposited in the United States Mail, first class postage prepaid, and if given to Georgia Power shall be addressed to:

Georgia Power Company
241 Ralph McGill Boulevard N.E.
BIN 20023
Atlanta, Georgia 30308
Attention: Mr. William Houser
Email: whouser@southernco.com

and if given to QF shall be addressed to:

Blackwater Solar, LLC
c/o Heelstone Development, LLC
236 Third Street
Baton Rouge, LA 70801
Attention: General Counsel
Email: legal@heelstoneenergy.com

With a copy to:

Blackwater Solar, LLC
c/o Heelstone Development, LLC
301 West Barbee Chapel Road, Suite 100
Chapel Hill, NC 27517
Attention: General Counsel
Email: legal@heelstoneenergy.com

unless Georgia Power or QF shall have designated a different officer or address for itself by written notice to the other.

18.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18.11 Cross-References. All cross-references contained in this Agreement to Sections, are to the Sections of this Agreement, unless otherwise expressly noted.

18.12 Article and Section Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

18.13 Including. Wherever the term "including" is used in this Agreement, such term shall not be construed as limiting the generality of any statement, clause, phrase or term.

18.14 Governing Law. The validity, interpretation and performance of this Agreement, and each of its provisions, shall be governed by the laws of the state of Georgia, without giving effect to the principles of conflict of laws.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, QF and Georgia Power have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

BLACKWATER SOLAR, LLC:

"QF"

By: _____

Title: William B. Owens, Jr. Vice President

Date: 2-8-2019

GEORGIA POWER COMPANY

"Georgia Power"

By: _____

Title: EVP

Date: 3-29-2019