Docusign Envelope ID: 45189A05-48FA-8847-80C4-041C0B61FBC4

Change of Control Consent Agreement among Georgia Power Company; Mid-Georgia Cogen L.P.; RC Kettle Holdco, LLC; and Harbert Azalea Holdings, LLC

and

Amendment to PPA and IA between Georgia Power Company and Mid-Georgia Cogen L.P.

Georgia Power Company, a Georgia corporation ("**GPC**"); **Mid-Georgia Cogen L.P.**, a Delaware limited partnership ("**Counterparty**"); **RC Kettle Holdco, LLC,** a Delaware limited liability company ("**Parent**"); and **Harbert Azalea Holdings, LLC,** a Delaware limited liability company ("**Purchaser**"), enter into this Change of Control Consent and Amendment Agreement ("**Consent and Amendment**") effective as of the date signed by GPC as shown on the signature page when fully executed (**"Effective Date"**). GPC, Counterparty, Parent, and Purchaser may sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

- GPC and Counterparty entered into that certain Power Purchase Agreement for Firm Capacity, Firm Energy, and Ancillary Services from a Combined Cycle Facility, dated as of July 2, 2025 ("**PPA**"), under which GPC has contracted to purchase, and Counterparty has contracted to sell, electricity generated from the Facility, located in 200 Oaky Woods Rd., Kathleen, GA 31047, consisting of a total capability of approximately 317 megawatts of electric power;
- Counterparty and GPC also entered into that certain Negotiated Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility entered on August 7, 1995 (incorporated by this reference and, along with all attached or referenced exhibits, attachments, appendices, or other agreement documents, and any amendment/modification, referenced collectively as the "**IA**"), for the purpose of interconnecting Counterparty's Facility with the Transmission System;
- Counterparty is contemplating undergoing a Change of Control Transaction resulting from an acquisition of all of the issued and outstanding membership interests of SEPG MGA Holdings, LLC, the upstream parent entity of Counterparty, by Purchaser (the "**Change of Control Transaction**"), subject to GPC's consent; and
- GPC is willing to consent to the Change of Control Transaction as provided in this Consent and Amendment.

The Parties, in consideration of the mutual representations, warranties, and covenants expressed in this Consent and Amendment, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which each Party acknowledges, and intending to be legally bound, agree:

PART 1 REPRESENTATIONS, WARRANTIES, AND CONSENT

1.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Parties that: (i) it is validly organized under the laws of the state of its organization and has full authority to execute, deliver, and perform this Consent and Amendment; (ii) its execution, delivery, and performance of this Consent and Amendment have been authorized by all necessary organization action and do not contravene its organizational documents; and (iii) it has validly executed and delivered this Consent and Amendment.

1.2 Insurance. Counterparty and Purchaser each represents and warrants that the insurance policies providing the coverage required by Section 13 of the PPA and Section 13 of the IA will be replaced with insurance policy coverages in form, substance and amount in compliance with the PPA, and returned with no gap in adequacy or sufficiency of such insurance policy coverages.

1.3 GPC Consent. In consideration of the representations, warranties, covenants, and agreements made by #Counterparty# and Purchaser, GPC consents to the Change of Control Transaction.

PART 2 AGREEMENT

2.1 Closing. The closing of the Change of Control Transaction ("**Closing**") shall occur after the Effective Date.

2.2 Performance Security. The Eligible Collateral, currently in the form of three Letters of Credit held by GPC in the aggregate amount of $54,100,000, as required by the PPA and IA, will be remain in full force and effect following the Change of Control Transaction.

2.3 Regulatory Filings. This Consent and Amendment constitutes a binding agreement among the Parties as of the Effective Date hereof, but, notwithstanding anything to the contrary herein, the provisions of Section 1.3 (*GPC Consent*) and Section 2.1 (*Closing*) hereof are subject to revocation without Georgia Power's receipt from the GPSC of a written order approving and authorizing Georgia Power's consent to the Change of Control Transaction without condition (or, if conditional, only with such conditions that are reasonably acceptable to Georgia Power).

2.4 Reimbursement for GPC's Costs. Pursuant to Section 18.3 of the PPA, Counterparty will pay GPC $25,000 in connection with the Change of Control Transaction within ten (10) days from the Effective Date.

2.5 Other Information.

A. Organizational Structure. Counterparty's organizational structure immediately following the Closing is set forth in Exhibit 1 (*Counterparty's Organizational Structure*) of this Consent and Amendment.

B. Customer Account & W-9. Counterparty will submit updated or replacement customer account information and an IRS Form W-9 for purposes of billing and payment.

PART 3 AMENDMENT

3.1 PPA Counterparty's Notice Address. Counterparty's Notice address in PPA Section 19.1 (*Notice*) is deleted and replaced with the following Counterparty Notice address, effective as of the Closing:

Mid-Georgia Cogen L.P.
Attention: Kirk Stafford
Vice President – Asset Management
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Email: kstafford@harbert.net

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

C/O
Mid-Georgia Cogen L.P.
Attn: Paul White
Associate – Asset Management
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Email: pwhite@harbert.net

C/O
Mid-Georgia Cogen L.P.
Attn: John McCullough
Executive Vice President - General Counsel
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Email: JMcCullough@harbert.net

3.2 IA Interconnection Customer Notice Address. Interconnection Customer's Address for Delivery of Notices and Billings is deleted and replaced with the following address, effective as of the Closing:

Notices:
Mid-Georgia Cogen L.P.
Attention: Kirk Stafford
Vice President – Asset Management
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Email: kstafford@harbert.net

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

C/O
Mid-Georgia Cogen L.P.

Attn: Paul White
Associate – Asset Management
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Email: pwhite@harbert.net

C/O
Mid-Georgia Cogen L.P.
Attn: John McCullough
Executive Vice President - General Counsel
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Email: JMcCullough@harbert.net

Billings and Payments:

Mid-Georgia Cogen L.P.
Attention: Kirk Stafford
Vice President – Asset Management
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Email: kstafford@harbert.net

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

C/O
Mid-Georgia Cogen L.P.
Attn: Paul White
Associate – Asset Management
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Email: pwhite@harbert.net

C/O
Mid-Georgia Cogen L.P.
Attn: John McCullough
Executive Vice President - General Counsel
2100 Third Avenue North, Suite 600
Birmingham, AL 35203

PART 4 EFFECT AND ENFORCEMENT

4.1 Effect. Except as expressly provided in this Consent and Amendment, this Consent and Amendment does not modify the PPA or the IA. GPC, Counterparty and Purchaser confirm that, except as modified by this Consent and Amendment and the previous amendment, all PPA and IA provisions remain in full force and effect.

4.2 Definitions. Capitalized terms used but not otherwise defined in this Consent and Amendment have the same meaning as in the PPA and the IA, as applicable.

4.3 Entire Understanding. This Consent and Amendment contains the entire understanding of the Parties regarding the Change of Control Transaction and amendments to the PPA and the IA, and only a written agreement signed by all Parties can waive, amend, or otherwise modify its provisions.

4.4 Counterparts. This Consent and Amendment may be executed in multiple counterparts, each of which is an original and all of which constitute a single instrument; the signatures of each Party need not be contemporaneous.

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

Georgia Power Company

By: Kristin W Curylo

2026-Jul-09 19:42

Name Printed: Kristin Curylo

Title: Director, Generation Procurement

Date: 07/09/2026

Mid-Georgia Cogen L.P.

By:

Name Printed: TJ Smith

Title: Vice President

Date: 7/9/26

Tax ID #

RC Kettle Holdco, LLC

By:

Name Printed: TJ Smith

Title: Vice President

Date: 7/9/26

Harbert Azalea Holdings, LLC

By: Tatum Lassiter

Name Printed: Tatum Lassiter

Title: Authorized Representative

Date: July 8, 2026

Tax ID # 42-3263741

[End of signatures]

Docusign Envelope ID: 45189A05-48FA-8847-80C4-041C0B61FBC4

EXHIBIT 1

Counterparty's Organizational Structure