

PURCHASE AND SALE AGREEMENT

by and among

THE PERSONS LISTED ON SCHEDULE A, as Sellers,

BLACKSTONE POWER & NATURAL RESOURCES HOLDCO L.P., as Sellers' Representative,

NEXTERA ENERGY TRANSMISSION INVESTMENTS, LLC

and, solely for the limited purposes set forth in

Section 5.01, Section 5.02, Section 5.03, Section 5.04, Section 5.05, Section 6.04, Section 6.05, Section 8.03 and Article X,

NEXTERA ENERGY TRANSMISSION, LLC

Dated as of September 29, 2020

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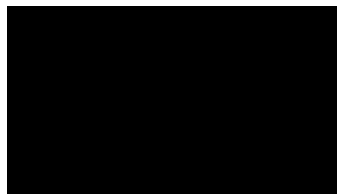
Schedule A

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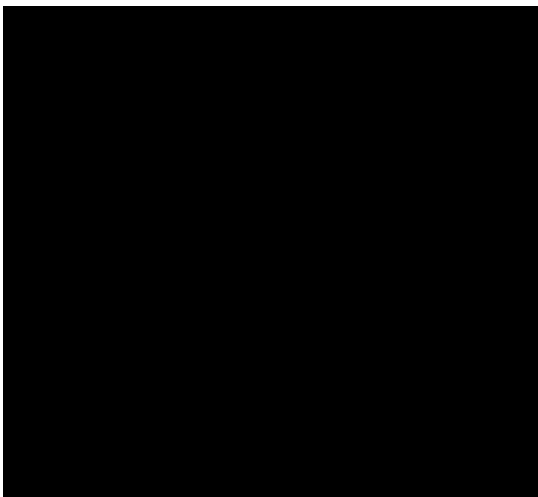
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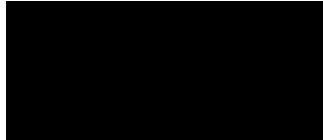
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BUYER DISCLOSURE SCHEDULES

**Section 1.01
Section 5.02
Section 5.03**



PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made as of September 29, 2020 (the “**Execution Date**”), by and among (a) the Persons listed on **Schedule A** (together with any Joining Seller, the “**Sellers**”), (b) Blackstone Power & Natural Resources Holdco, L.P., a Delaware limited partnership, in its capacity as the representative of Sellers (“**Sellers’ Representative**”), (c) NextEra Energy Transmission Investments, LLC, a Delaware limited liability company (“**Buyer**”) and, (d) solely for the limited purposes set forth in **Section 5.01, Section 5.02, Section 5.03, Section 5.04, Section 5.05, Section 6.04, Section 6.05, Section 8.03, and Article X**, NextEra Energy Transmission, LLC, a Delaware limited liability company (“**Parent**”).

RECITALS

WHEREAS, Sellers collectively own 100% of the limited partnership interests (the “**Partnership Interests**”) of GridLiance Holdco, LP, a Delaware limited partnership (the “**Partnership**”), and 100% of the limited liability company interests (the “**LLC Interests**,” and, together with the Partnership Interests, the “**Company Interests**”) of GridLiance GP, LLC, a Delaware limited liability company (the “**General Partner**”);

WHEREAS, on September 21, 2020, Sellers Representative and Buyer executed that certain exclusivity agreement (“**Exclusivity Agreement**”) and simultaneously therewith, Buyer delivered to Sellers’ Representative the Guaranty as a material inducement for Sellers to enter into the Exclusivity Agreement to consummate the transactions contemplated thereby (including the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby); and

WHEREAS, on the terms and subject to conditions set forth in this Agreement, Buyer desires to acquire from Sellers, and Sellers desire to sell to Buyer, the Company Interests.

AGREEMENT

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

**ARTICLE I
DEFINITIONS**

Section 1.01 Certain Definitions. For purposes of this Agreement, the following terms, when used herein with initial capital letters, shall have the respective meanings set forth below:

“**Acquired Companies**” means, the Partnership, the General Partner and the Partnership’s Subsidiaries.

“**Acquired Company Contractor**” has the meaning set forth in **Section 4.13(c)**.

“**Acquired Company Released Person**” has the meaning set forth in **Section 10.15(b)**.

“**Acquired Company Service Provider**” means any current employee, officer, director or individual independent contractor of any Acquired Company, or any Acquired Company Contractor.

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“**Adjustment Escrow Account**” has the meaning set forth in Section 2.01(b).

“**Adjustment Escrow Amount**” means an amount equal to one percent of the Base Purchase Price.

“**Affiliate**” means, with respect to any Person, any other Person Controlling, Controlled by, or under common Control with such Person.

“**Affiliate Contracts**” means any Contract between (a) any Acquired Company, on the one hand, and (b) (i) any Seller or any of its Affiliates (other than the Acquired Companies), (ii) any director, manager or officer of any Seller or any of its Affiliates (other than the Acquired Companies), or (iii) any immediate family member of the foregoing Persons (clauses (i) – (iii), collectively, “**Sellers Related Persons**”), on the other hand (including as a beneficiary thereof); provided, that Affiliates of Blackstone Power & Natural Resources Holdco L.P. for purposes of this definition exclude portfolio companies of The Blackstone Group L.P. actively engaged in providing goods or services to unaffiliated customers that may provide goods or services to the Acquired Companies from time to time on an arms’ length basis.

“**Agreement**” has the meaning set forth in the preamble hereof.

[REDACTED]

“**Applications**” has the meaning set forth in Section 6.05(d).

“**Approved Capital Projects**” means the capital projects set forth in Schedule B and other capital projects the expenditures for which do not exceed [REDACTED] individually, or [REDACTED] in the aggregate.

“**Assignment Agreement**” means the assignment agreements, substantially in the forms attached hereto as Exhibit A-1 and Exhibit A-2, to be entered into at the Closing by and between Sellers and Buyer.

“**Balance Sheet Date**” has the meaning set forth in Section 4.05.

“**Base Purchase Price**” means [REDACTED]

“**BBA**” has the meaning set forth in Section 6.06(h).

“**BBA Procedures**” has the meaning set forth in Section 6.06(h).

“**Benefit Plan**” has the meaning set forth in Section 4.13(e).

“**Burdensome Condition**” means any term or condition, Order, sanction, requirement, Law, rule or regulation enacted, entered, enforced, imposed or deemed applicable to the transactions contemplated hereby, whether by a Governmental Authority or otherwise, that, individually or in the aggregate, would, or would be reasonably expected to have a material adverse effect on the financial condition, assets, liabilities, business or results of operations of (i) NEI, Buyer and their respective Controlled Affiliates, provided that for purposes of determining whether an action would have a material adverse effect, NEI, Buyer and their respective Controlled Affiliates shall be deemed to be a consolidated group of entities the size and scale of a hypothetical company that is of the size and scale of the Acquired Companies, or (ii) the Acquired Companies, taken as a whole.

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in New York, New York or the State of Florida.

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“**Buyer**” has the meaning set forth in the preamble hereof.

“**Buyer Disclosure Schedules**” means the disclosure schedules (including any attachments thereto) delivered by Buyer to Sellers on the Execution Date concurrently with the execution and delivery of this Agreement.

“**Buyer Fundamental Representations**” means those representations and warranties set forth in Section 5.01, Section 5.02(a), Section 5.05 and Section 5.11.

“**Buyer Released Claims**” has the meaning set forth in Section 10.15(a).

“**Buyer Releasing Person**” has the meaning set forth in Section 10.15(a).

“**Buyer’s Plans**” has the meaning set forth in Section 6.09(a)

“**CAISO**” means California Independent System Operator Corporation.

“**Closing**” has the meaning set forth in Section 2.04(a).

“**Closing Adjustment Amount**” means the amount, which may be positive or negative, determined as of the Closing (but without giving effect to the Closing) equal to (i) the Contribution Amount *minus* (ii) [REDACTED] *minus* (iii) the unpaid Transaction Expenses for which Sellers are responsible pursuant to Section 10.11(a).

“**Closing Allocation Schedule**” means the schedule to be delivered to Buyer at least three Business Days prior to the anticipated Closing Date, setting forth a list of (a) all Sellers, (b) the number and class of Equity Interests of the Partnership or the General Partner held by such Sellers immediately prior to the Closing, (c) the percentage of the Purchase Price payable to each Seller, and (d) wire instructions for any payment hereunder to be made to such Seller.

“**Closing Date**” has the meaning set forth in Section 2.04(a).

“**Closing Statement**” has the meaning set forth in Section 2.05(a).

“**Code**” means the U.S. Internal Revenue Code of 1986.

“**Company Interests**” has the meaning set forth in the recitals hereof.

“**Competitors**” means those Persons identified on Schedule C (and any Affiliates thereof).

“**Complete Performance Annual Bonus**” has the meaning set forth in Section 6.09(b).

“**Confidential Information**” means all information, whether oral, written, electronic or otherwise, furnished before, on or after the date hereof by or on behalf of a Party (the “**Disclosing Party**”) to the other Party or its Affiliates (the “**Receiving Party**”), together with all notes, memoranda, summaries, analyses, compilations, forecasts, studies, data and other documents and materials (in whatever form maintained) relating thereto that are prepared by the Receiving Party to the extent that they use, contain, reflect or are derived from or incorporate any such information. Confidential Information does not include any information which (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives, (ii) is already or becomes rightfully in the Receiving Party’s possession free and clear of any obligation of confidentiality, (iii) is or becomes rightfully available on a non-confidential basis to Receiving Party from a source other than the Disclosing Party who was allowed to furnish such

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information to Receiving Party, or (iv) is independently developed by the Receiving Party or on the Receiving Party's behalf without violation any of its obligations hereunder and without any use of, reference to or reliance on Confidential Information.

“**Confidentiality Agreement**” means that certain Confidentiality Agreement, dated [REDACTED] by and between Blackstone Management Partners L.L.C. and Buyer.

“**Consent**” means any consent, approval, authorization, expiration or termination of applicable waiting period (including any extension thereof), exemption, waiver, variance, filing, registration or notification.

“**Contract**” means any agreement, contract, lease, license or other legally binding commitment or undertaking.

“**Contribution Amount**” means the sum of all amounts contributed in cash to the Acquired Companies or otherwise paid by any Seller or any of its Affiliates (excluding the Acquired Companies) on behalf of the Acquired Companies (a) in connection with Approved Capital Projects or in the ordinary course of business to fund any necessary operating expenses, or (b) otherwise consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed), in each case, during the period from (but excluding) the Balance Sheet Date to (but excluding) the Closing Date.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, Contract or otherwise.

“**COVID-19**” means “Coronavirus Disease 2019”, “COVID-19”, “COVID-19 virus”, the “coronavirus”, “coronavirus disease”, “2019 Novel Coronavirus”, “2019-nCoV” or the “novel coronavirus”, and any of their mutations or permutations, and the outbreak, spread, and transmission thereof.

“**D&O Indemnified Parties**” has the meaning set forth in Section 6.10(a).

“**D&O List**” has the meaning set forth in Section 6.15.

“**Damages Cap**” has the meaning set forth in Section 9.02(b).

“**Data Site**” means the online virtual data room hosted by Donnelley Financial Solutions at Venue (located at www.dfsvenue.com), established by the Partnership in connection with the transactions contemplated hereby.

“**Disclosing Party**” has the meaning set forth in the definition of Confidential Information.

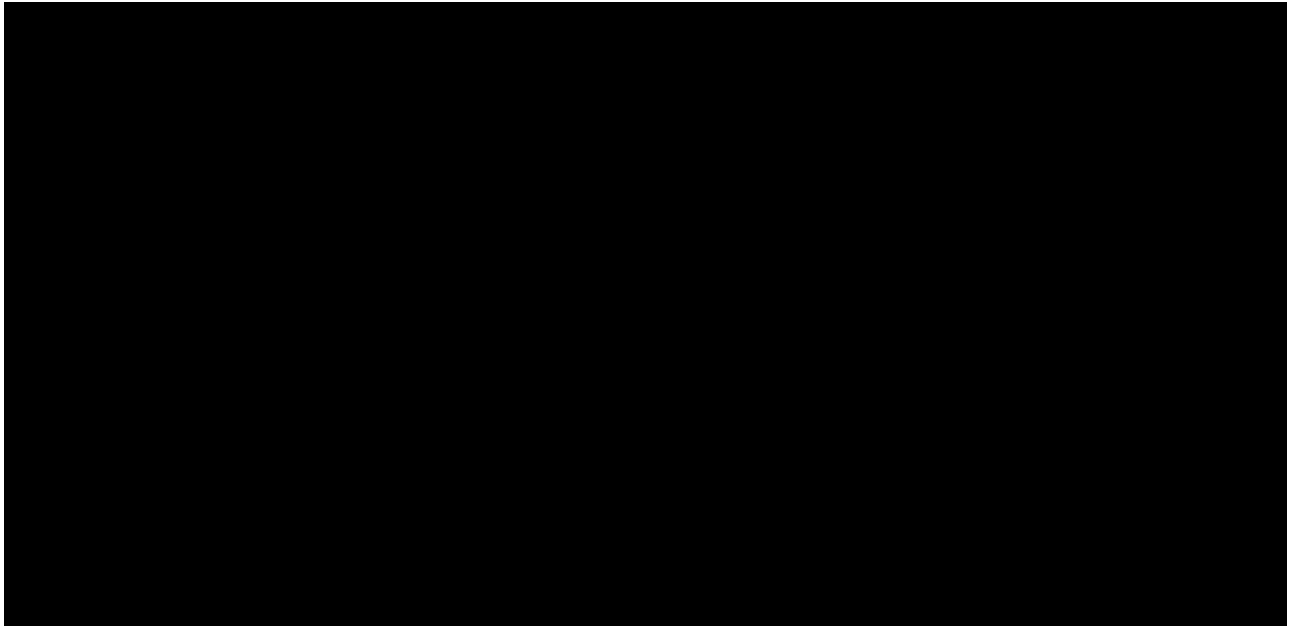
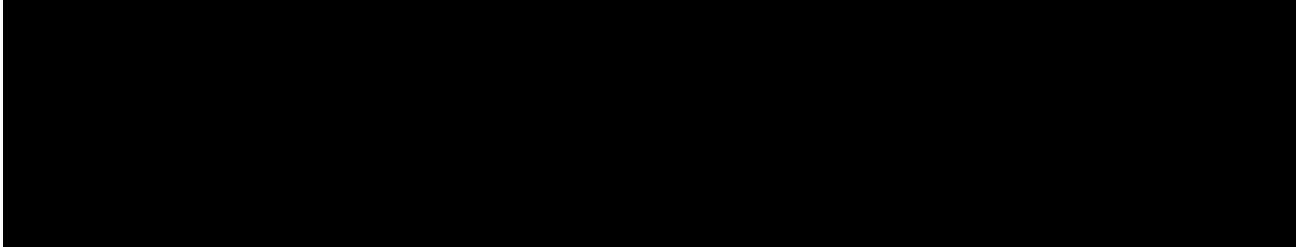
“**Disclosure Schedules**” means, collectively, the Sellers Disclosure Schedules and the Buyer Disclosure Schedules.

“**Dispute Statement**” has the meaning set forth in Section 2.05(b).

“**Disputed Item**” has the meaning set forth in Section 2.05(b).

“**Drag-Along Notice**” has the meaning set forth in Section 6.14.

“**Drag-Along Transaction**” has the meaning set forth in the Partnership Agreement.



“**Enforceability Exceptions**” has the meaning set forth in **Section 3.05**.

“**Environmental Law**” means any Law, consent decree or judgment relating to pollution or the protection of the natural environment (including air, water, soil and natural resources).

“**Environmental Permits**” has the meaning set forth in **Section 4.09(a)**.

“**Equity Interests**” means, with respect to any entity, any corporate stock, shares, partnership interests, limited liability company interests, membership interests or units, or any other equity interests of, such entity.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**Escrow Agent**” means U.S. Bank.

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“**Escrow Agreement**” means the escrow agreement, substantially in the form attached hereto as **Exhibit B**, to be entered into at the Closing by and among Sellers’ Representative, Buyer and the Escrow Agent.

“**Estimated Adjustment Amount**” has the meaning set forth in **Section 2.02**.

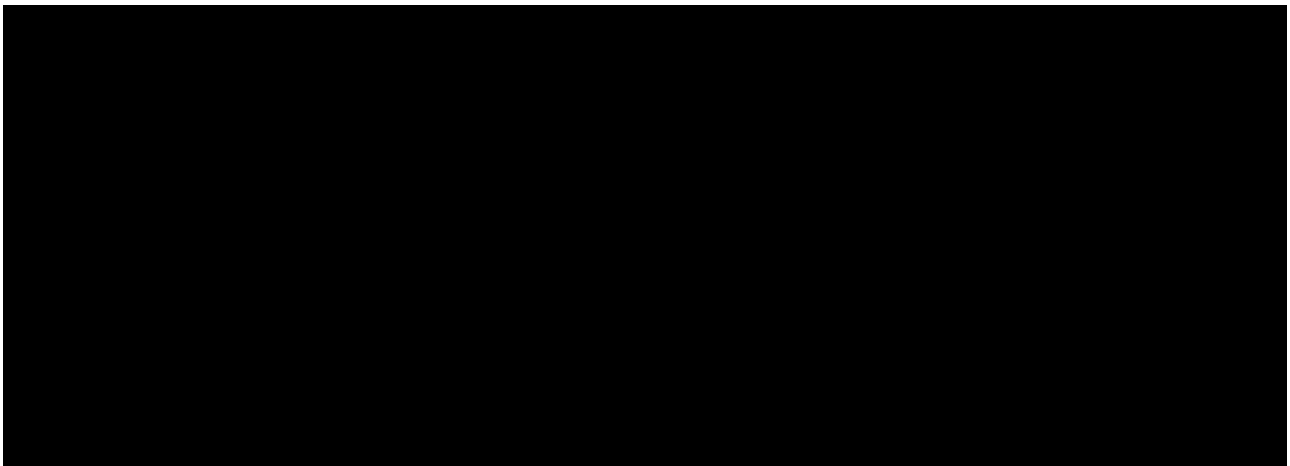
“**Estimated Closing Statement**” has the meaning set forth in **Section 2.02**.

“**Excess Amount**” has the meaning set forth in **Section 2.05(c)**.

“**Exclusivity Agreement**” has the meaning set forth in the recitals hereof.

“**Execution Date**” has the meaning set forth in the preamble hereof.

“**FERC**” means the Federal Energy Regulatory Commission.



“**Final Settlement Date**” has the meaning set forth in **Section 2.05(b)**.

“**Financial Statements**” has the meaning set forth in **Section 4.05**.

“**FLSA**” has the meaning set forth in **Section 4.13(a)**.

“**FPA**” means the Federal Power Act.

“**Fraud**” means, with respect to any Party, any breach or inaccuracy of any representation or warranty of such Party set forth in **Article III**, **Article IV** or **Article V**, as applicable, or in any certificate delivered pursuant hereto that constitutes common law fraud under the Laws of the State of Delaware.

“**GAAP**” means generally accepted accounting principles applied in accordance with the requirements thereof as in effect from time to time.

“**General Partner**” has the meaning set forth in the recitals hereof.

“**Government Closure**” has the meaning set forth in **Section 6.05(f)**.

“**Governmental Authority**” means (a) any foreign or domestic, supranational or national, or federal, state, provincial or local governmental authority, or any political subdivision of any of the foregoing, (b) any court of competent jurisdiction, regulatory authority, administrative agency or

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commission, tribunal or arbitral body or (c) any quasi-governmental authority or similar instrumentality of any governmental authority.

“**GridLiance Management**” has the meaning set forth in Section 4.14(m).

“**Guarantor**” has the meaning set forth in Section 5.07(e).

“**Guaranty**” has the meaning set forth in Section 5.07(e).

“**Hazardous Substance**” means (a) any pollutant, contaminant, chemical, material, substance or waste that is defined as a “solid waste,” “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “special waste,” “contaminant,” “toxic waste,” or “toxic substance” under any provision of applicable Environmental Law; (b) any petroleum product and any derivative or by-product thereof; (c) any asbestos-containing material; and (d) any radioactive material.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“**Incomplete Performance Annual Bonus**” has the meaning set forth in Section 6.09(b).

“**Indebtedness**” means (without duplication) the following obligations: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations for the deferred purchase price of property, goods or services (other than current trade payables incurred in the ordinary course of business), (d) any reimbursement obligations with respect to draws under outstanding letters of credit, surety bonds or similar instruments, (e) any obligations required to be classified and accounted for as capital lease obligations on a balance sheet in accordance with GAAP, (f) any guaranty of any of the obligations described in clauses (a) - (e), and (g) any obligations in the nature of accrued fees, interest, premiums, breakage or make-whole payments or penalties with respect to any of the foregoing.

“**Independent Accountant**” has the meaning set forth in Section 2.05(b).

“**Industry Expert**” means, with respect to any financial or accounting matter, PricewaterhouseCoopers LLP, and with respect to any other matter, The Brattle Group, or if such named firm is unable to serve, Buyer and Sellers’ Representative shall appoint by mutual agreement a firm or an individual (who may be employed at a firm or may be an independent consultant) who has or supervises personnel or consultants with appropriate utility industry, construction, engineering and regulatory expertise or financial and accounting expertise (as applicable) to resolve any disputes under this Agreement: *provided*, that any such individual or personnel or consultants supervised by such individual shall not be or have been within the prior five years an Affiliate, director, manager, officer or employee of Buyer, Sellers or any of their respective Affiliates.

“**Insurance Policies**” has the meaning set forth in Section 4.17.

“**Intellectual Property**” means (a) patents, (b) trademarks, service marks, trade dress, logos, trade names, corporate names, business names and Internet domain names and all goodwill associated therewith, (c) copyrighted works and copyrights, (d) trade secrets and know-how and (e) as applicable, all registrations, applications, renewals, divisions, continuations, continuations-in-part, re-issues, re-examinations and foreign counterparts for any of the foregoing.

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“**Intercompany Accounts**” means any accounts, balances, payables, receivables or Indebtedness or other amounts owing between (a) any Seller or any of its Affiliates (other than the Acquired Companies), on the one hand, and (b) any Acquired Company, on the other hand.

“**Interim Period**” has the meaning set forth in Section 6.02(a).

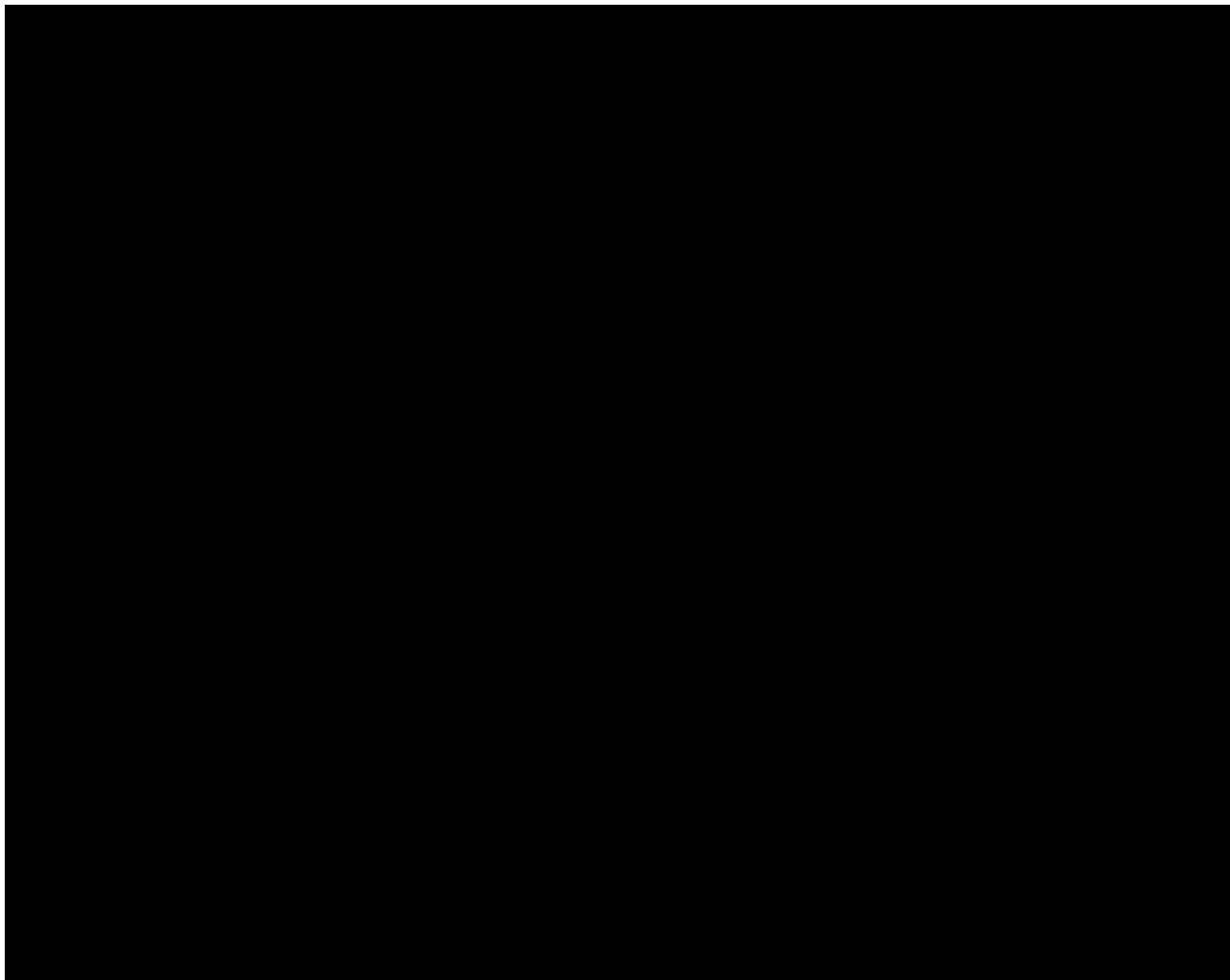
“**Joinder**” has the meaning set forth in Section 6.14.

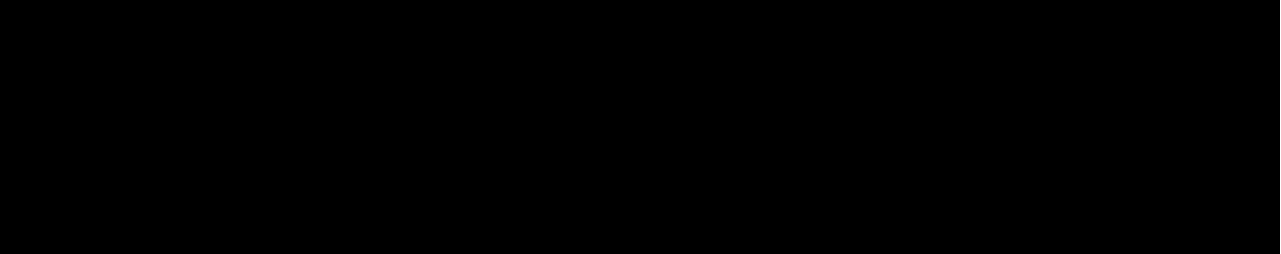
“**Joining Seller**” has the meaning set forth in Section 6.14.

“**Knowledge of Buyer**” means the actual knowledge of any individual set forth on Section 1.01 of the Buyer Disclosure Schedules.

“**Knowledge of Sellers**” means (i) the actual knowledge of any of the individuals set forth on Section 1.01 of the Sellers Disclosure Schedules, or (ii) any knowledge that any such individual should have acquired in the prudent exercise of his or her responsibilities for Sellers or the Acquired Companies.

“**Laws**” means any and all applicable laws, constitutions, treaties, statutes, rules, regulations, codes, ordinances, directives, executive orders and other requirements of any Governmental Authority having the force or effect of law and all Orders.



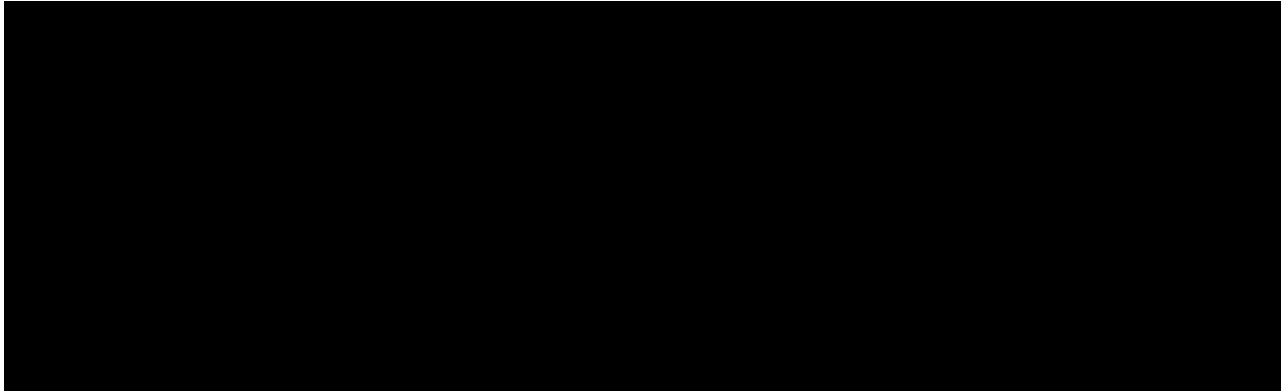


“**Liability**” means any liability, obligation or commitment (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including those arising under any Contract).

“**Liens**” means any lien, mortgage, security interest, pledge, charge, claim or other encumbrance.

“**LLC Interests**” has the meaning set forth in the recitals hereof.

“**Losses**” means any and all losses, damages, Taxes, fines, penalties, interest payments and other costs and expenses (including documented out-of-pocket costs and expenses of Proceedings, amounts paid in connection with any assessments, judgments or settlements relating thereto, court costs, and reasonable fees of attorneys, accountants and other experts incurred in connection with defending against any such Proceedings).



“**Material Adverse Effect**” means any circumstance, change, fact, event, effect, occurrence or development that, alone, or together with any other circumstance, change, fact, event, effect, occurrence or development, has had, has or would reasonably be expected to have, a material and adverse effect on (a) with respect to the Acquired Companies, the business, assets, liabilities, financial condition or results of operations of the Acquired Companies, taken as a whole; *provided*, that, in the case of this clause (a), none of the following shall constitute or be deemed to contribute to a “Material Adverse Effect” or shall otherwise be taken into account in determining whether a “Material Adverse Effect” has occurred or would reasonably be expected to occur: (i) changes generally affecting the industries in which any of the Acquired Companies operate (including the electric generating, transmission or distribution industries), whether international, national, regional, state, provincial or local, (ii) changes in international, national, regional, state, provincial or local markets for costs of commodities, raw materials or other supplies, products or services used, generated or provided by any of the Acquired Companies, including electric power, capacity, environmental attributes and ancillary products and services, including in each case, changes due to or arising out of actions by competitors and regulators, (iii) changes in general regulatory, political or geopolitical conditions, including any acts of war, whether or not declared, armed hostilities, sabotage or terrorist activities (including any electronic or digital attack by any Person on any electric generating, transmission or distribution infrastructure), civil unrest, riots, and any governmental instability, government shutdown,

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failure to raise the borrowing limit of any Governmental Authority or the results of any elections for government office or the nomination, appointment or confirmation of any Person to any Governmental Authority, (iv) changes in international, national, regional, state, provincial or local electric transmission or distribution systems, generally, including with respect to any local wholesale or retail market for electric power, (v) earthquakes, hurricanes, volcanoes, floods, acts of God or other effects of weather, geological events, meteorological events or natural disasters, epidemics, pandemics or other public health emergencies, (vi) changes in Law (including Environmental Law) or regulatory policy or the interpretation or enforcement thereof, (vii) changes or adverse conditions in the currency, financial, banking or securities markets, in each case, including any disruption thereof and any decline in the price of any security or any market index, including devaluations of currency or any changes in the exchange rate of any currency as measured against any other currency, (viii) the announcement, negotiation, pendency, execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, including the identity of, or the effect of any fact or circumstance relating to, Buyer or any of its Affiliates, or any communication by Buyer or any of its Affiliates regarding its plans, proposals or projections with respect to any Acquired Company (*provided* that in no event shall this clause (viii) be deemed a waiver of a breach of any representations, warranties or covenants set forth in this Agreement), (ix) changes in accounting requirements or principles, including any changes in GAAP or USofA, (x) labor strikes, requests for representation, organizing campaigns, work stoppages, slowdowns or other labor disputes, (xi) actions or omissions expressly required to be taken or not taken by Sellers' Representative, any Seller, any of the Acquired Companies or any of its or their respective Affiliates in accordance with this Agreement or any other Transaction Document to which it is a party or consented to in writing by Buyer or any of its Affiliates, or any failure to take any action prohibited from being taken by Sellers' Representative, any Seller, any of the Acquired Companies or any of its or their respective Affiliates in accordance with this Agreement or any other Transaction Document to which it is a party with respect to which Buyer withheld its consent (*provided* that in no event shall this clause (xi) be deemed a waiver of a breach of any representations, warranties or covenants set forth in this Agreement), (xii) any breach by Buyer or any of its Affiliates of any provision of this Agreement or any other Transaction Document to which it is a party (xiii) any failure to meet any projections, forecasts or estimates of revenues, earnings or any other financial performance or results of operations of all or any portion of any Acquired Company (it being understood that this clause (xiii) shall not exclude any circumstance, change, fact, event, occurrence or development giving rise to such failure to the extent any such circumstance, change, fact, event, effect, occurrence or development is not otherwise excluded from clause (a) of this definition of Material Adverse Effect) or (xiv) changes in or effects on the assets of any Acquired Company to the extent fully cured (in Buyer's reasonable discretion) (including by the payment of money) by Sellers or any of their Affiliates (other than the Acquired Companies) prior to the Closing; *provided further* that any circumstance, change, fact, event, effect, occurrence or development set forth in clauses (i)–(x) above (except for clause (viii)) may be taken into account in determining whether there has been a Material Adverse Effect to the extent that any such circumstance, change, fact, event, effect, occurrence or development has a disproportionate and adverse effect on the Acquired Companies, taken as a whole, as compared to other similarly situated businesses operating in the geographic areas in which the Acquired Companies operate, (b) with respect to any Seller, the ability of such Seller to consummate the transactions contemplated by this Agreement by the Termination Date; and (c) with respect to Buyer or Parent, the ability of Buyer or Parent to consummate the transactions contemplated by this Agreement by the Termination Date.

“**Material Contracts**” has the meaning set forth in Section 4.10(a).

“**Material Real Property**” has the meaning set forth in Section 4.11(a).

“**MergeCo**” has the meaning set forth in Section 6.14.

“**MISO**” means Midcontinent Independent System Operator, Inc.

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“**NEI**” means NextEra Energy, Inc., a Florida corporation.

“**Non-Recourse Party**” has the meaning set forth in **Section 10.14**.

“**Order**” means any binding order, decision, ruling, writ, judgment, injunction, decree, stipulation, determination, award, assessment or agreement issued, promulgated or entered by or with any Governmental Authority.

“**ordinary course of business**” means, with respect to any Person, taking or refraining to take any action, if such action by such Person is (a) consistent in all material respects with the past practices of such Person and is taken in the ordinary course of the operations of such Person or, (b) consistent in all material respects with the then-current ordinary course operations of similarly situated Persons operating in the industries and markets in which the Acquired Companies operate, to the extent that any action taken in response to required or recommended quarantines, shutdowns, interruptions, travel restrictions, or similar guidelines, in each case, issued by a Governmental Authority or related to or resulting from any epidemic, pandemic or other public health emergency is inconsistent in any material respect with past practices of such Person or its ordinary course operations.

“**Organizational Documents**” means, with respect to (a) any corporation, its articles or certificate of incorporation and bylaws or documents of similar substance, (b) 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) any partnership (whether general or limited), its certificate of partnership and partnership agreement or documents of similar substance and (d) any other entity, its organizational and governing documents of similar substance to any of the foregoing.

“**Overpayment**” has the meaning set forth in **Section 2.05(c)**.

“**Parent**” has the meaning set forth in the recitals hereof.

“**Parties**” means collectively, Sellers, Sellers’ Representative, Buyer and, for the limited purposes set forth herein, Parent.

“**Partner**” has the meaning set forth in the Partnership Agreement.

“**Partnership**” has the meaning set forth in the recitals hereof.

“**Partnership Agreement**” means the Amended and Restated Limited Partnership Agreement of the Partnership, dated as of March 31, 2015.

“**Partnership Interests**” has the meaning set forth in the recitals hereof.

“**Pass-through Income Tax Return**” shall mean any income Tax Returns of any Acquired Company where the Tax is imposed on the Sellers (or on the direct or indirect owners of any Seller) rather than the Acquired Company itself. For avoidance of doubt, IRS Forms 1065 and any comparable state or local income Tax Returns of an Acquired Company are Pass-through Income Tax Returns.

“**Permit**” means any consent, approval, authorization, franchise, license, registration, permit, exemption, waiver, variance or certificate of, or granted by, any Governmental Authority.

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“**Permitted Liens**” means (a) Liens imposed by Law, including mechanics’, materialmen’s, carriers’, workmen’s, repairmen’s or other similar Liens, arising or incurred in the ordinary course of business, and if delinquent, that are being contested in good faith by appropriate Proceedings, (b) purchase money Liens and Liens arising under conditional sales agreements and equipment leases with third parties entered into in the ordinary course of business and not in default, (c) Liens for Taxes that are not due and payable or, if due and payable, that are being contested in good faith by appropriate Proceedings and for which adequate reserves exist on the books and records of the applicable Acquired Company in accordance with GAAP, (d) Liens reflected in the Financial Statements, (e) Liens to secure obligations under workers’ compensation Laws, unemployment insurance Laws or similar Laws or to secure public or statutory obligations, (f) Liens affecting the interest of the lessor in leased property, and as to any leased Real Property, the enforcement of which would not reasonably be expected to materially interfere with the use of such Real Property as currently used, (g) Liens to secure the performance of bids, trade contracts, leases, Permits, surety and appeal bonds, performance bonds and other obligations of a similar nature, (h) Liens securing Indebtedness of the Acquired Companies, (i) Liens shown on current title reports or existing surveys that otherwise constitute Permitted Liens hereunder, (j) with respect to the Real Property, (i) zoning, building and other similar restrictions, which are not violated by the current use or occupancy of such Real Property or the operation of the business of any of the Acquired Companies individually or in the aggregate, and the existence of which does not materially interfere with the use of such Real Property as currently used, (ii) easements, covenants, rights-of-way and other similar restrictions, and (iii) Liens or other imperfections of title, if any, that, in the case of each of clauses (i) - (iii), would not, individually or in the aggregate, reasonably be expected to materially impair the continued use or occupancy of the Real Property subject thereto, as currently conducted, and which are not violated by the current use or occupancy of the Real Property that is subject thereto, (k) Liens created by Buyer or any of its Affiliates, or otherwise consented to in writing by Buyer or any of its Affiliates, (l) Liens arising under this Agreement or pursuant to any Material Contract (other than as a result of any breach by any Seller or any of its Affiliates (including the Acquired Companies) thereof), (m) licenses of Intellectual Property, or (n) other Liens that would not, individually or in the aggregate, reasonably be expected to materially impair the ability of the Acquired Companies (taken as a whole) to operate in the ordinary course of business.

“**Person**” means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or other entity (including any Governmental Authority).

“**Pre-Closing Pass-through Income Tax Return**” has the meaning set forth in Section 6.06(i).

“**Preliminary Purchase Price**” means the sum of (a) the Base Purchase Price, *plus* (b) the Estimated Adjustment Amount (whether the Estimated Adjustment Amount is a positive or negative amount), *plus* (c) the Time Value Adjustment Amount and, [REDACTED] occurs prior to the Closing, *plus* (d) [REDACTED]

“**Proceeding**” means any action, claim, demand, litigation, suit, arbitration, mediation, notice of violation, citation, investigation, summons or subpoena of any nature or other proceeding, whether civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, and whether federal, state, local or foreign, by or before any Governmental Authority.

“**Proposed Transfer**” has the meaning set forth in Section 2.06(g)(iv).

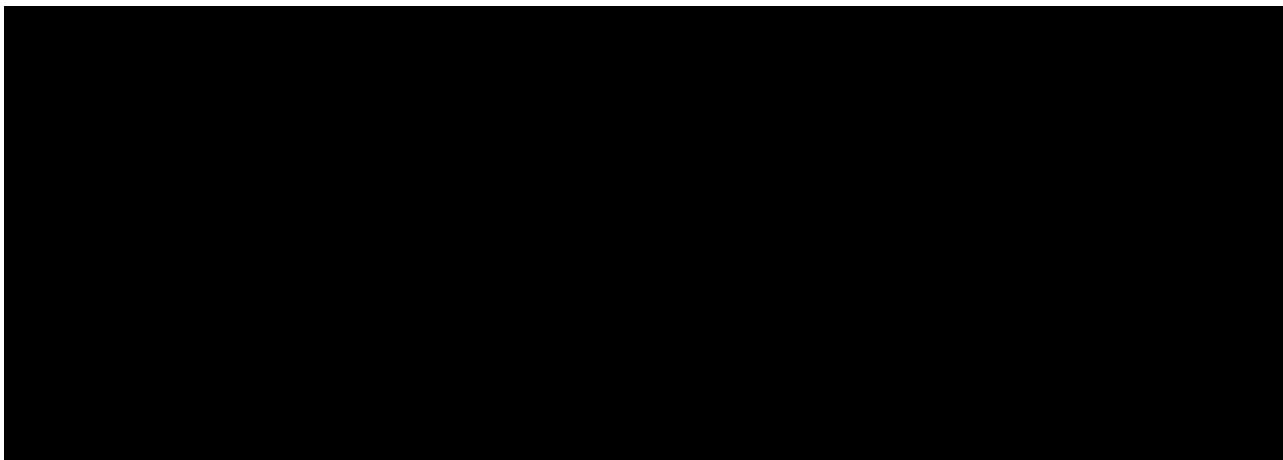
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“**PUHCA**” means the Public Utility Holding Company Act and any implementing regulations thereunder.

“**Purchase Price**” means the Preliminary Purchase Price, as may be adjusted following the Closing in accordance with Section 2.05.

“**Push-Out Election**” has the meaning set forth in Section 6.06(h)(i).

“**Qualified Transferee**” means a Person (a) with credit ratings equal to or better than at least two of the following (or equivalent ratings from any successor or replacement entity of similar market reputation): (i) [REDACTED] from Fitch Investors Service, L.P., (ii) [REDACTED] from Moody’s Corporation or (iii) [REDACTED] from Standard & Poor’s Financial Services LLC; (b) with reasonably acceptable credit support of at least [REDACTED] allocated specifically to the obligations of Section 2.06 of this Agreement or (c) otherwise acceptable to Sellers’ Representative in its reasonable discretion.



“**Real Property**” has the meaning set forth in Section 4.11(a).

“**Receiving Party**” has the meaning set forth in the definition of Confidential Information.

“**Reimbursement Amount**” has the meaning set forth in Section 10.11.

“**Regulatory Utility Actions**” means any Proceeding, except for those necessitated by the sale transactions contemplated by this Agreement, pursued, prosecuted or defended by any Acquired Company under applicable Laws.

“**Representatives**” means, with respect to any Person, such Person’s members, partners, trustees, directors, managers, officers, employees, attorneys, consultants, advisors, representatives and other agents acting on behalf of such Person.

“**Required Consents**” means the consents referred to in Section 7.01(c).

“**Right**” means any option, warrant, convertible or exchangeable security or other right to subscribe for, purchase or otherwise acquire any Equity Interest or other security of any class, with or without payment of consideration, either immediately or upon the occurrence of a specified date or specified event or the satisfaction of any other condition.





“**Sellers**” has the meaning set forth in the preamble hereof.

“**Sellers’ Counsel**” has the meaning set forth in **Section 10.16**.

“**Sellers Disclosure Schedules**” means the disclosure schedules (including any attachments thereto) delivered by Sellers to Buyer on the Execution Date concurrently with the execution and delivery of this Agreement.

“**Sellers Fundamental Representations**” means those representations and warranties set forth in **Section 3.01**, **Section 3.02(a)**, **Section 3.05**, **Section 3.06** and **Section 3.07**, **Section 4.01**, **Section 4.02(a)**, **Section 4.04**, and **Section 4.05(b)**.

“**Seller Released Claims**” has the meaning set forth in **Section 10.15(b)**.

“**Seller Released Person**” has the meaning set forth in **Section 10.15(a)**.

“**Seller Releasing Person**” has the meaning set forth in **Section 10.15(b)**.

“**Sellers Related Persons**” has the meaning set forth in the definition of Affiliate Contracts.

“**Sellers’ Representative**” has the meaning set forth in the preamble hereof.

“**Signing Period**” has the meaning set forth in **Section 6.14**.

“**SPP**” means Southwest Power Pool.

“**Starting Date**” has the meaning set forth in the definition of Time Value Adjustment Amount.

“**State Commission**” means the regulatory body of a state or municipality having jurisdiction to regulate one or more of the organization, rates, charges, policies, terms and conditions of public utilities, electric utilities, or similar entities within the State or municipality.

“**Structural Revisions**” has the meaning set forth in **Section 6.14**.

“**Subsidiary**” means, with respect to any Person, any entity in which it owns or controls a majority of the interests having voting power under ordinary circumstances to elect at least a majority of the board of directors, board of managers, general manager, managing member or other Persons performing similar functions (regardless of whether, at the time, interests of any other class or classes shall have, or might have, voting power by reason of the occurrence of any contingency) or in which it serves as managing member or general partner.

“**Tax**” or “**Taxes**” means (i) any income, profits, gross or net receipts, real property, sales, use, capital gain, transfer, excise, license, production, franchise, employment, social security, occupation, payroll, registration, government pension or insurance, royalty, severance, stamp or documentary, value

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added, goods and services, premium, windfall profits, net worth, recapture, inventory, license, *ad valorem*, environmental, escheat, customs duties, workers' compensation, unemployment, personal property, recording, alternative or add on minimum, imputed underpayment, estimated, business or occupation or other tax, levy, import, duty, tariffs, imposts, charge, assessment or other similar governmental charge (U.S. federal, state, local or foreign) collected, imposed or assessed by, or payable to, a Governmental Authority, together with all related penalties, interest, additions thereto and surcharges, and in each case, whether payable directly or imposed by way of a withholding or deduction, whether disputed or not, and any amounts computed by reference to any of the foregoing (ii) any Liability for the payment of any amount described in this definition as a result of being or having been a member of any affiliated, consolidated, combined, unitary or similar group, and (iii) any Liability for the payment of any amount described in this definition as a transferee or successor, by contract, operation of Law or otherwise.

“**Tax Allocation**” has the meaning set forth in Section 6.06(a).

“**Tax Proceeding**” means any audit, examination, investigation, claim, assessment or other Proceeding involving Taxes or Tax Returns.

“**Tax Returns**” means any return, report, information return, declaration, claim for refund, statement or other document (including any related or supporting information), including any schedule or attachment thereto, and including any amendment thereof, filed or required to be filed with any Governmental Authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax.

“**Termination Date**” has the meaning set forth in Section 9.01(b).

“**Termination Fee**” has the meaning set forth in Section 9.02(b).

“**Third Party**” means, with respect to any Person, any other Person that is not an Affiliate of such Person.

“**Third Party Agreement**” has the meaning set forth in Section 2.06(g)(iv)(2).

“**Time Value Adjustment Amount**” means an amount equal to [REDACTED] compounding quarterly, on the Base Purchase Price, calculated daily during the period from (but excluding) February 28, 2021 (the “**Starting Date**”) to (but excluding) the Closing Date; *provided, however* that such amount shall not apply for any day for which Closing is delayed as a result of any Seller's failure to satisfy any condition precedent set forth in Section 7.02 (other than any condition that by its terms will not be satisfied until the Closing) at a time when all conditions precedent set forth in Section 7.01 and Section 7.03 (other than any such condition that by its terms will not be satisfied until the Closing) have been satisfied, but including any day in which such Seller is curing any breach to satisfy the condition precedent set forth in Section 7.02(a) or Section 7.02(b); *provided further* that the Starting Date shall be automatically extended on a day-for-day basis for each day until the date (A) all Partners have become Joining Sellers, or, (B) if the Signing Period expires, the Structural Revisions have been completed.

“**Transaction Documents**” means this Agreement, the Assignment Agreements, the Confidentiality Agreement, the Escrow Agreement, the Guaranty, each Joinder Agreement and all other documents delivered or required to be delivered by any Party in connection with this Agreement.

“**Transaction Expenses**” means all costs and expenses incurred in connection with negotiation, preparation, execution and delivery of this Agreement and the other Transaction Documents, and the

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consummation of the transactions contemplated hereby and thereby, including the fees and disbursements of counsel, accountants, financial advisors, experts and consultants.

“**Transfer**” has the meaning set forth in Section 2.06(g)(ii).

“**Transfer Taxes**” has the meaning set forth in Section 6.06(i).

“**Transferred Assets**” has the meaning set forth in Section 2.06(g)(i).

“**U.S.**” means United States of America.

“**USofA**” means FERC’s Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act set forth in 18 C.F.R. Part 101.

“**Willful Breach**” means (a) with respect to any breach of a representation or warranty contained in this Agreement, a material breach of such representation or warranty that has been made with the actual knowledge of the breaching Party, or (b) with respect to any breach or failure to perform any of the covenants or other agreements contained in this Agreement, a material breach, or failure to perform, a material covenant, obligation or agreement contained in this Agreement that is a consequence of an act or omission undertaken by the breaching Party with the actual knowledge that the taking of, or failure to take, such act would, or would reasonably be expected to, cause a material breach of a material covenant, obligation or agreement contained in this Agreement.

Section 1.02 Other Definitional Provisions.

(a) All references in this Agreement to Exhibits, Schedules (including the Disclosure Schedules), Articles, Sections, clauses and other subdivisions refer to the corresponding Exhibits, Schedules (including Disclosure Schedules), Articles, Sections, clauses and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Article, Section, clause or other subdivision of this Agreement are for convenience only, do not constitute a part of this Agreement, and shall be disregarded in construing the language hereof.

(b) The Exhibits and Schedules (including the Disclosure Schedules) to this Agreement are attached hereto and are an integral part of this Agreement as if fully set forth herein.

(c) The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular clause or other subdivision thereof unless expressly so limited. The words “this Article,” “this Section,” “this clause,” and words of similar import, refer only to the Article, Section, clause or other subdivision hereof in which such words occur. The word “or” has the inclusive meaning “and/or,” and the word “including” (and correlative forms thereof) shall be deemed to be followed by the phrase “without limitation.”

(d) All references to “\$,” “U.S. Dollars,” “Dollars” and “dollars” and other monetary figures shall be deemed to refer to U.S. currency unless otherwise expressly provided herein. All accounting terms used but not defined herein shall have the meanings given to them under GAAP.

(e) Pronouns in masculine, feminine or neuter genders shall be construed to include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, in each case, unless the context otherwise requires.

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(f) Unless the context otherwise requires, any reference to (i) any Person shall be deemed to refer to such Person's successors and permitted assigns, and, in the case of any Governmental Authority, to any Person(s) succeeding to its functions and capacities, (ii) any Affiliate of any Person shall be deemed to refer to such Person's current and future Affiliates, (iii) any Law shall be deemed to refer to all rules and regulations promulgated thereunder and (iv) any Contract or Law shall be deemed to refer to such Contract or Law as amended, supplemented or otherwise modified from time (and in the case of any Contract, in accordance with the terms hereof or thereof, as applicable), and in effect at any given time (and in the case of any Law, to any successor provisions).

(g) Any reference to any "day" or any number of "days" without explicit reference to "Business Days" shall be deemed to refer to a calendar day or number of calendar days. If any action is to be taken on or by a particular calendar day that is not also a Business Day, then such action may be deferred until the immediately succeeding Business Day. The number of days in any period specified in any provision of this Agreement shall be counted by excluding the first day on which such period commences and including the last day on which such period ends (subject to the preceding sentence).

(h) The words or phrases "delivered," "provided," "furnished," "made available" or words of similar import when used with respect to information or documents means that such information or documents have been physically or electronically delivered to the relevant receiving party (including, in the case of information or documents of any Seller or any of its Affiliates (including the Acquired Companies), posted to the Data Site), in each case, at least three (3) days prior to the Execution Date.

(i) Each obligation of any Seller under this Agreement to cause, or use any level of efforts to cause, any Acquired Company to take, or refrain from taking, any action shall be deemed limited to the extent of such Seller's rights as an equity holder, manager, managing member, or general partner, as applicable, of such Acquired Company (or its direct or indirect parent) to cause such Acquired Company to take, or refrain from taking, such action, subject in all cases to any duties or other obligations of such Seller set forth in (and solely to the extent that the exercise of such rights would not reasonably be expected to result in a breach of or otherwise conflict with) the Organizational Documents of such Acquired Company or applicable Law.

(j) The language used in this Agreement shall be deemed to be the language chosen jointly by the Parties to express their mutual intent, and the doctrine known as *contra proferentum* shall not be applied against any Person.

ARTICLE II
PURCHASE AND SALE OF INTERESTS

Section 2.01 Purchase and Sale of Company Interests.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, each Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and acquire from such Seller, all of such Seller's respective right, title and interest in and to the Company Interests, free and clear of all Liens (other than Liens arising under applicable securities Laws), in consideration for the portion of Purchase Price allocated to such Seller in accordance with the Closing Allocation Schedule.

(b) At the Closing, Buyer shall pay to (i) Sellers an aggregate amount in cash, allocated among such Sellers in accordance with the Closing Allocation Schedule and to the accounts designated therein, equal to the (A) Preliminary Purchase Price as determined pursuant to **Section 2.02**, less (B) the Adjustment Escrow Amount, and (ii) the Escrow Agent (A) the Adjustment Escrow Amount for deposit into an account

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designated in writing by the Escrow Agent (the “**Adjustment Escrow Account**”) and (B) any fees required to be paid in connection with the Adjustment Escrow Account.

Section 2.02 Preliminary Purchase Price. No later than five (5) Business Days prior to the anticipated Closing Date, Sellers’ Representative shall deliver to Buyer (a) a written statement (the “**Estimated Closing Statement**”) setting forth Sellers’ good faith estimate of (i) the Closing Adjustment Amount (such estimate, the “**Estimated Adjustment Amount**”) and (ii) the resulting Preliminary Purchase Price, and (b) the Closing Allocation Schedule. A sample calculation of the Closing Adjustment Amount, which assumes for illustrative purposes only that (i) [REDACTED] and (ii) the Closing Date is on or before March 31, 2021, is set forth in **Schedule E**. Buyer may provide any objections to the Estimated Closing Statement calculations or any component thereof no later than two (2) Business Days prior to the Closing Date and Buyer and Sellers’ Representative shall reasonably cooperate in good faith to resolve such objections; provided that the final Estimated Adjustment Amount for purposes of determining Preliminary Purchase Price to be paid by Buyer at the Closing shall be determined in good faith by Sellers’ Representative one (1) Business Day prior to the Closing Date if Buyer and Sellers’ Representative are unable to resolve such objections, without limiting **Section 2.05** or any of Buyer’s rights under any provision of this Agreement. For the avoidance of doubt, the failure of Buyer to provide any objection to the Estimated Closing Statement calculations or any component thereof shall not waive any of Buyer’s rights under **Section 2.05**.

Section 2.03 Locked Box Notice. Sellers’ Representative shall notify Buyer reasonably promptly in writing upon (i) becoming aware of any fact or circumstance that would result in a [REDACTED] occurring between the Balance Sheet Date and the Closing and shall indicate in such written notice the [REDACTED] and reasonable detail of such fact or circumstance resulting therein, and shall promptly provide such additional information as Buyer may reasonably request relating thereto, and (ii) the payment of a Contribution Amount between the date hereof and the Closing and shall indicate in such written notice the Contribution Amount and reasonable detail regarding the use thereof, and shall promptly provide such additional information as Buyer may reasonably request relating thereto.

Section 2.04 The Closing; Closing Deliveries.

(a) The consummation of the transactions contemplated hereby (the “**Closing**”) shall take place (i) remotely via the electronic exchange of closing deliveries, commencing at 10:00 a.m. New York local time, on the date that is the third Business Day after the satisfaction or, if permissible, waiver, of the last of the remaining conditions set forth in **Article VII** (other than any such conditions that by their terms will not be satisfied until the Closing, but subject to the satisfaction or, if permissible, waiver of such conditions at the Closing), or (ii) on such other date or at such other time or place as Buyer and Sellers’ Representative may mutually agree in writing. The date on which the Closing actually occurs is hereinafter referred to as the “**Closing Date**.” The Closing shall be deemed to have been consummated at 12:01 a.m. New York local time on the Closing Date, and all actions required to be taken pursuant hereto at the Closing (including the delivery of all closing deliveries pursuant to **Section 2.04(b)** and **Section 2.04(c)**) shall be deemed to take place simultaneously.

- (b) At the Closing, Sellers’ Representative shall deliver, or cause to be delivered, to Buyer:
- (i) the Assignment Agreement, duly executed by each applicable Seller;
 - (ii) the Escrow Agreement, duly executed by Sellers’ Representative;
 - (iii) letters of resignation, in a form reasonably acceptable to Buyer, effective as of the Closing, of each of the individuals serving as a director, manager or officer (in his or her capacity as such)

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of any Acquired Company selected by Buyer from the D&O List; *provided that*, if any director, manager or officer is appointed or elected between the date of the delivery of the D&O List and the Closing, a letter of resignation in a form reasonably acceptable to Buyer, effective as of the Closing, shall be delivered for such individual (in his or her capacity as such); provided, further that notwithstanding the foregoing, Buyer hereby agrees that any such resignation shall be deemed to constitute a termination of the individual's employment or service other than for "Cause" or "Good Reason" and will have no effect or bearing on any rights (including severance benefits) that such individual was eligible to receive immediately prior to such resignation;

(iv) from each Seller, in a form reasonably acceptable to Buyer, either (A) a certificate from such Seller, dated as of the Closing Date, which satisfies the requirements set forth in Treasury Regulations Section 1.1445-2, attesting that such Seller (or its regarded owner, if Seller is an entity disregarded as separate from its owner) is not a "foreign person" for U.S. federal income Tax purposes, or (B) a duly executed W-9;

(v) a certificate duly executed by (A) an authorized officer of each Seller that is an entity and (B) each other Seller, dated as of the Closing Date, certifying the satisfaction of the conditions set forth in **Section 7.02(a)** and **Section 7.02(b)**, in each case, solely with respect to such Seller;

(vi) a certificate of good standing of each Seller (that is an entity) and each Acquired Company certified by the Secretary of State of such entity's jurisdiction of formation and, in each jurisdiction in which such entity is qualified to do business, issued not more than ten (10) Business Days prior to the Closing Date;

(vii) a certificate of the Secretary or other duly authorized representative of each Seller that is an entity, in a form reasonably acceptable to Buyer, certifying that (A) attached are true and correct copies of such Seller's Organizational Documents and, if required to consummate this transaction, the resolutions or consent of such Seller's governing body authorizing the execution, delivery and performance by such Seller of this Agreement, the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, and (B) all such resolutions and Organizational Documents are in full force and effect and have not been repealed, rescinded, amended or otherwise modified; and

(viii) all other documents required to be delivered by Sellers' Representative or any Seller to Buyer at the Closing pursuant to this Agreement.

(c) At the Closing, without limiting Buyer's obligation to pay the amounts described in **Section 2.01(b)**, Buyer shall deliver, or cause to be delivered, to Sellers' Representative:

(i) the Assignment Agreement, duly executed by Buyer;

(ii) the Escrow Agreement, duly executed by Buyer;

(iii) a certificate duly executed by an authorized officer of Buyer, dated as of the Closing Date, confirming the satisfaction of the conditions set forth in **Section 7.03(a)** and **Section 7.03(b)**; and

(iv) all other documents required to be delivered by Buyer to Sellers' Representative or any Seller at the Closing pursuant to this Agreement.

Section 2.05 Post-Closing Purchase Price Adjustment.

(a) No later than sixty (60) days after the Closing Date, Buyer may prepare and deliver to Sellers' Representative a written statement (the "**Closing Statement**") setting forth Buyer's good faith determination of the Closing Adjustment Amount; *provided* that, if Buyer does not deliver the Closing Statement within such sixty (60)-day period, then, without limiting the remedies of Sellers' Representative or Sellers hereunder (including under **Section 2.05(b)**), the Estimated Closing Statement shall be deemed to be the Closing Statement. Buyer shall provide Sellers' Representative and its Representatives reasonable access during normal business hours to the Acquired Companies' books and records and Representatives as may be reasonably requested by Sellers' Representative for purposes of Sellers' Representative and its Representatives' review of the Closing Statement. Each Party shall make itself and its Representatives available as reasonably requested by the other Party for purposes of resolving any Disputed Item.

(b) The Closing Statement and all items set forth therein shall become final and binding on the Parties on (i) the day immediately after the expiration of a thirty (30)-day period after Sellers' Representative receipt thereof or (ii) in the event that Buyer does not deliver the Closing Statement within the sixty (60)-day period specified in **Section 2.05(a)**, ten (10) days after the expiration of such sixty (60)-day period (the "**Final Settlement Date**"), unless Sellers' Representative delivers written notice to Buyer disputing any item set forth on the Closing Statement on or before the Final Settlement Date (such notice, a "**Dispute Statement**," and each such item, a "**Disputed Item**"). If Sellers' Representative delivers a Dispute Statement pursuant to and in accordance with this **Section 2.05(b)**, then Buyer and Sellers' Representative shall negotiate in good faith a resolution of all Disputed Items during the thirty (30) days following the date of delivery of the Dispute Statement, and the Final Settlement Date shall instead be the earlier of (A) the date on which Buyer and Sellers' Representative agree in writing to a resolution with respect to all Disputed Items and (B) the date on which the Independent Accountant issues its final determination pursuant to and in accordance with this **Section 2.05(b)**. Any Disputed Items resolved in writing between Sellers' Representative and Buyer within such thirty (30)-day period shall be final and binding with respect to such items. Promptly following the expiration of such thirty (30)-day period, and in any event no later than five (5) Business Days thereafter, Buyer or Sellers' Representative may submit the remaining Disputed Items to PricewaterhouseCoopers LLP, or if PricewaterhouseCoopers LLP is unable to serve, Buyer and Sellers' Representative shall appoint by mutual agreement an internationally recognized firm of independent certified public accountants (the "**Independent Accountant**") within such five-Business Day period (or, in the absence of agreement between Sellers' Representative and Buyer by the 6:00 p.m. New York City local time on such fifth Business Day, as selected by the New York, New York office of the American Arbitration Association). Buyer and Sellers' Representative shall instruct the Independent Accountant to (1) act as an expert in accounting and not an arbitrator, (2) render a determination of all remaining Disputed Items, which shall (x) include a written statement of such findings and conclusions, including a written explanation of its reasoning with respect to such findings and conclusions and (y) absent manifest error, be final and binding on the Parties and (3) prepare a definitive Closing Statement setting forth a definitive Closing Adjustment Amount, taking into account its determination with respect to the Disputed Items submitted to it and any other Disputed Items previously resolved in writing by Buyer and Sellers' Representative. Buyer and Sellers' Representative shall instruct the Independent Accountant (I) to render its determination as soon as practicable and in any event within thirty (30) days after the submission of the Disputed Items to it pursuant to and in accordance with this **Section 2.05(b)** and only with respect to the Disputed Items submitted to it; *provided*, that, to the extent that the determination of any remaining Disputed Items affects the determination of any other item set forth in the Closing Statement, such effect may be taken into account by the Independent Accountant, (II) to base its determination solely on information provided to it by Buyer and Sellers' Representative and (III) not to assign a value to any particular item greater than the greatest value for such item claimed by Buyer or Sellers' Representative, as applicable, or less than the lowest value for such item claimed by Buyer or Sellers' Representative, as applicable. Any fees or expenses of the Independent Accountant shall be borne

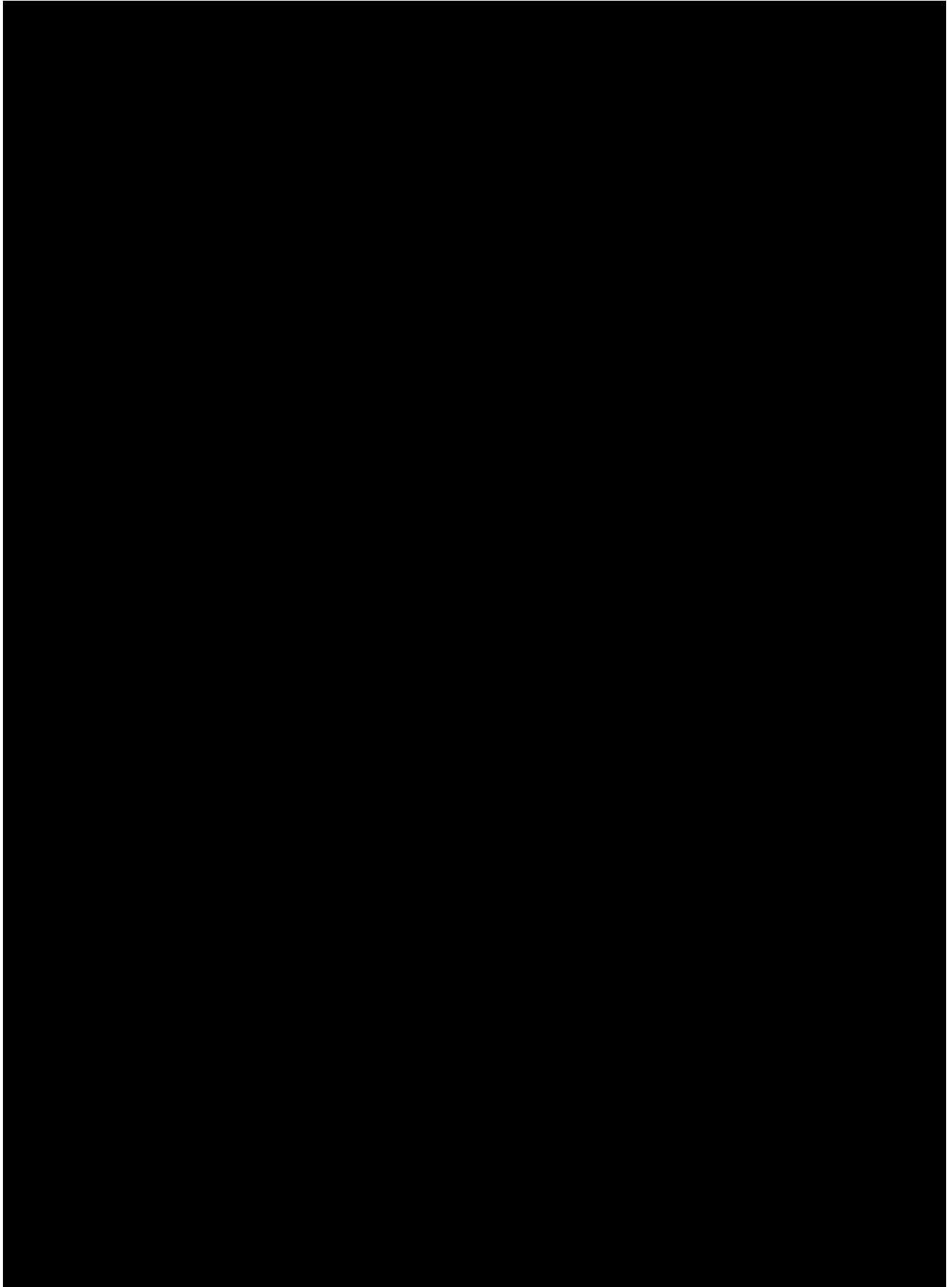
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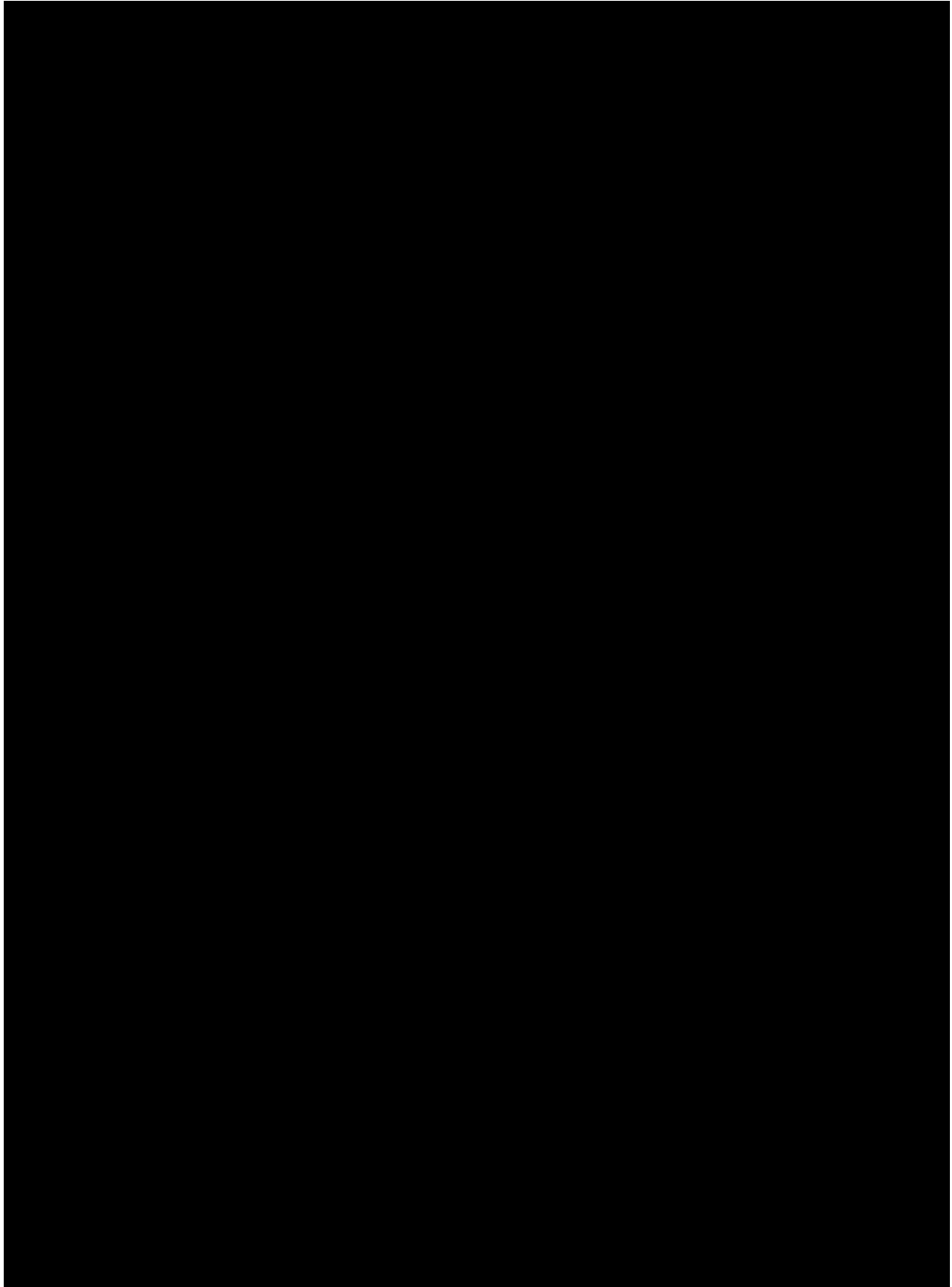
proportionally between Buyer, on the one hand, and Sellers' Representative, on the other hand, based on the ratio that the value of the Disputed Items awarded to the other party to such dispute, as finally determined by the Independent Accountant, bears to the total value of all Disputed Items submitted to the Independent Accountant. For example, if the total amount of all Disputed Items in the Closing Statement submitted to the Independent Accountant have a value of \$100,000, and the Independent Accountant awards Sellers' Representative \$60,000 of the \$100,000, then Sellers' Representative shall be responsible for 40% (*i.e.*, \$40,000/\$100,000) and Buyer shall be responsible for the remaining 60% (*i.e.*, \$60,000/\$100,000) of the fees and expenses of the Independent Accountant. While the Independent Accountant is engaged with respect to any Disputed Item, no Party shall engage in any substantive *ex parte* communication with such Independent Accountant relating to any Disputed Items.

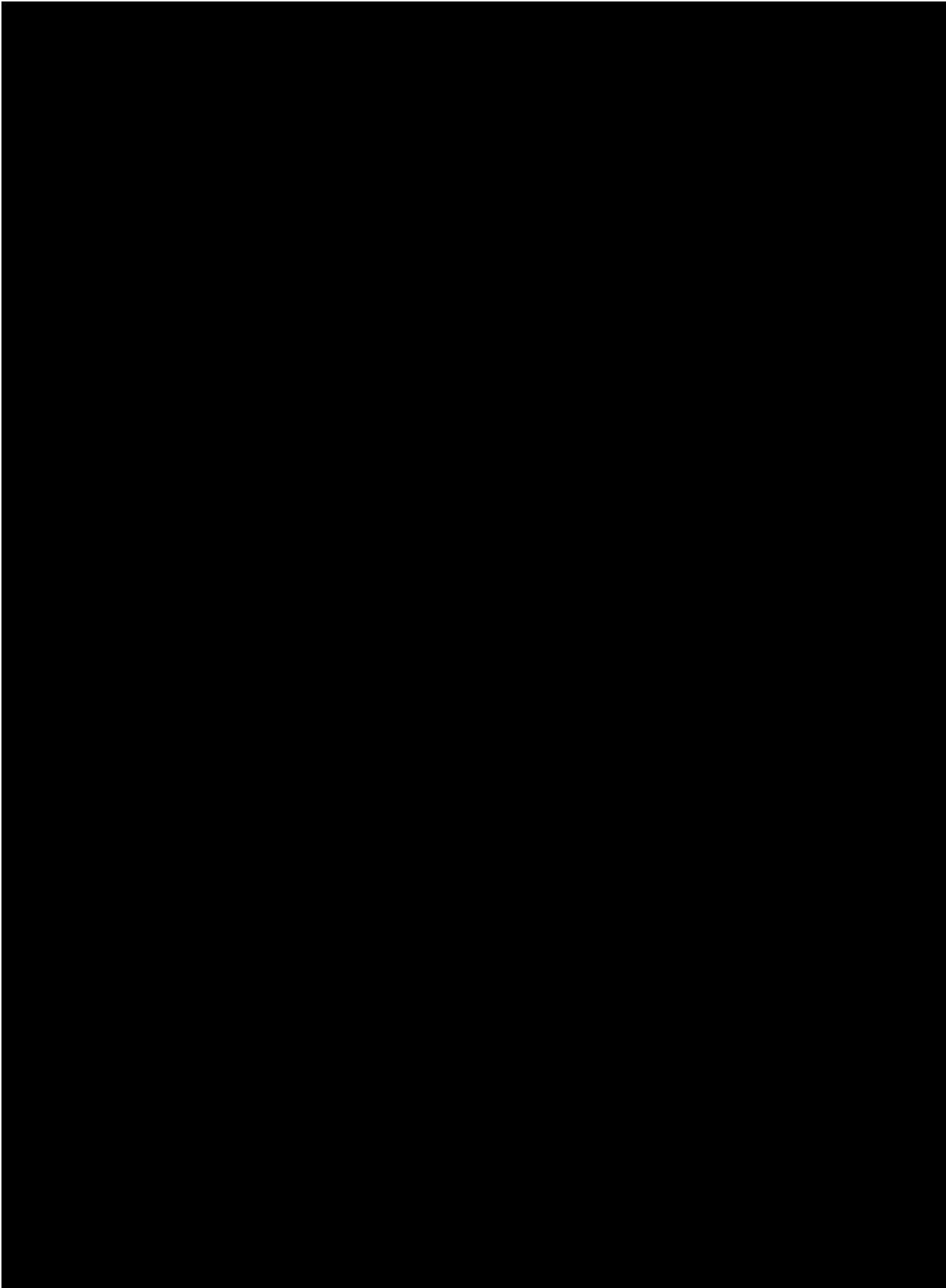
(c) If the Closing Adjustment Amount exceeds the Estimated Adjustment Amount, then, on or before the second Business Day after the Final Settlement Date, Buyer shall pay to Sellers, allocated among such Sellers in accordance with the Closing Allocation Schedule, an aggregate amount in cash equal to the excess amount by wire transfer of immediately available funds in U.S. Dollars to such account(s) specified by Sellers' Representative to Buyer in writing. If the Estimated Adjustment Amount exceeds the Closing Adjustment Amount (the "**Overpayment**"), then on or before the second Business Day after the Final Settlement Date, Sellers' Representative and Buyer shall jointly instruct the Escrow Agent, in accordance with the terms of the Escrow Agreement, to disburse to Buyer out of the Adjustment Escrow Account an aggregate amount in cash equal to the excess amount (not to exceed the Adjustment Escrow Amount) by wire transfer of immediately available funds in U.S. Dollars to such account(s) specified by Buyer to the Escrow Agent in writing. If the aggregate amount of the Overpayment exceeds the Adjustment Escrow Amount (the "**Excess Amount**"), Buyer may, at its option, (i) set off the Excess Amount (or any portion thereof) from any payments due to Sellers pursuant to **Section 2.06**, or (ii) recover such Excess Amount (or any portion thereof) from Sellers. If any funds remain in the Adjustment Escrow Account after the earliest of (i) the disbursement by the Escrow Agent of all funds to Buyer as required under this **Section 2.05(c)**, (ii) payment by Buyer of any amounts as required under this **Section 2.05(c)** and (iii) the third Business Day after the Final Settlement Date if the Closing Adjustment Amount equals the Estimated Adjustment Amount, Sellers' Representative and Buyer shall jointly instruct the Escrow Agent, in accordance with the terms of the Escrow Agreement, to disburse to Sellers, allocated among such Sellers in accordance with the Closing Allocation Schedule, all such remaining funds in the Adjustment Escrow Account as of such time to such account(s) specified by Sellers' Representative to the Escrow Agent in writing. If Buyer does not make any payment required to be made by it under this **Section 2.05(c)** within the time period therefor specified herein, then any unpaid amount thereof shall bear interest from (and including) the date on which such payment is required to be made by Buyer pursuant to this **Section 2.05(c)** to (but excluding) the date on which Buyer actually makes such payment to any such Seller at a rate per annum (calculated daily on the basis of a year of 365 days and the actual number of days elapsed) equal to the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates).

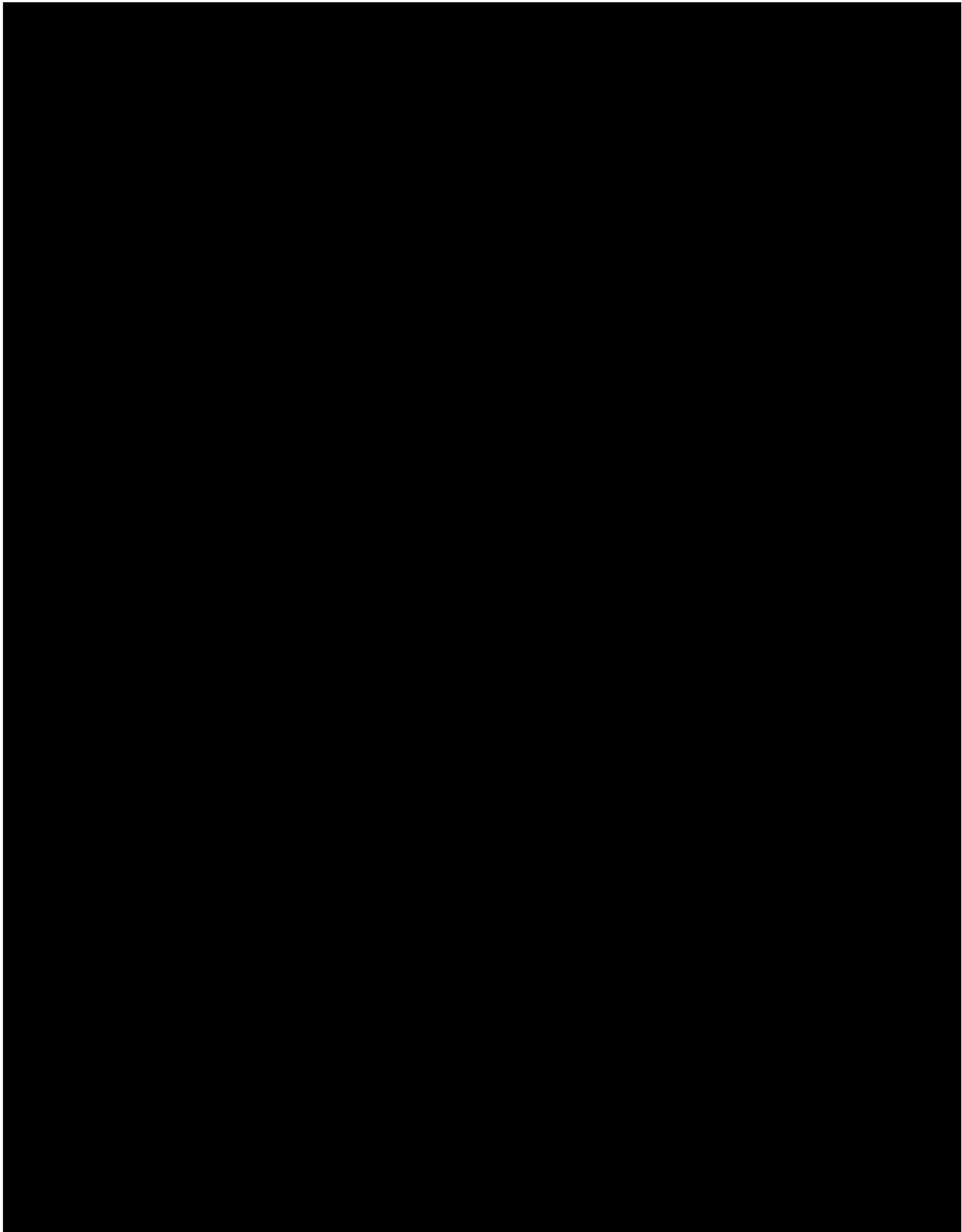
(d) If any payment is to be made (i) by Buyer to Sellers, or (ii) by the Escrow Agent to Buyer or by Sellers to Buyer (directly or by way of set-off against payments due to Sellers pursuant to **Section 2.06**), in the case of each of clauses (i) and (ii), pursuant to and in accordance with **Section 2.05(c)**, then such payment shall be made by way of adjustment of the consideration paid by Buyer for the Company Interests under this Agreement, which shall be deemed to have been reduced or increased (as applicable) by the amount thereof.


Section 2.06 [REDACTED]











Section 2.07 Withholding. Notwithstanding anything to the contrary in the Transaction Documents, each of Buyer, the Acquired Companies and their agents shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to the Transaction Documents such amounts as are required to be deducted and withheld with respect to the making of such payments under the Code or any provision of applicable Law with respect to Taxes; *provided*, that Buyer will (a) use commercially reasonable efforts to notify Sellers of any anticipated withholding (other than any withholding as a result of any payment (other than any payment of consideration for the Partnership Interests) that is treated as compensation for Tax purposes), and (b) reasonably cooperate with Sellers to minimize the amount of any applicable withholding. Any amounts so deducted and timely remitted to the applicable Governmental Authority shall be treated for all purposes of the Transaction Documents as having been paid to the Person in respect of which such deduction and withholding were made.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES AS TO SELLERS**

Each Seller, severally and not jointly, hereby represents and warrants to Buyer (except as set forth in the Sellers Disclosure Schedules), solely with respect to itself (and not any other Seller) as of the Execution Date and the Closing Date (except to the extent that a representation or warranty is made expressly as of a specified date, in which case such representation or warranty shall be deemed to be made only as of such date) as follows:

Section 3.01 Organization and Standing. Such Seller that is an entity (a) is a limited partnership duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, (b) has all requisite organizational power and authority to own, operate, use and lease its assets and conduct its business, in each case, as currently conducted and (c) is duly qualified to do business and in good standing in each jurisdiction in which such qualification is required by applicable Laws, except as has not had, and would not, individually or in the aggregate, reasonably be expected to have, a Material Adverse Effect on Seller.

Section 3.02 No Conflicts. The execution and delivery by such Seller of this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, do not and will not (a) conflict with any provision of the Organizational Documents of such Seller (if an entity), (b) assuming all Consents set forth on **Section 3.02** of the Sellers Disclosure Schedules are obtained or made, result in any breach of or default under (or an event that, with or without notice or lapse of time, or both would constitute a breach of or default under), or give rise to a right of termination, cancellation or acceleration of any obligation under, any material Contract to which such Seller is a party or by which any of its assets or properties are bound or (c) assuming all Consents set forth on **Section 3.02** of the Sellers Disclosure Schedules are obtained or made, violate any Laws applicable to such Seller or its properties or assets, except, in the case of clauses (b) and (c), as has not had, and would not, individually or in the aggregate, reasonably be expected to have, a Material Adverse Effect on such Seller.

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Section 3.03 Governmental Consents. No Consent of, with or to any Governmental Authority is required to be obtained or made by such Seller in connection with the execution and delivery by such Seller of this Agreement or any other Transaction Document to which it is (or, at the Closing, will be) a party, or the consummation by such Seller of the transactions contemplated hereby or thereby, other than (a) Consents set forth on **Section 3.03** of the Sellers Disclosure Schedules, (b) Consents that, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on such Seller, (c) Consents not required to be obtained or made until after the Closing or (d) requirements applicable solely as a result of the legal or regulatory status of Buyer or any of its Affiliates, or as a result of any other fact that specifically relates to the business or activities in which Buyer or any of its Affiliates is engaged or proposes to be engaged (other than the business or activities in which the Acquired Companies is engaged at any time prior to the Closing).

Section 3.04 Proceedings; Orders. There are no (a) Proceedings pending or, to the knowledge of such Seller, threatened against such Seller or affecting any of its assets or (b) Orders by which such Seller or any of its assets is bound, in the case of each of clauses (a) and (b), as has had, and would, individually or in the aggregate, reasonably be expected to have, a Material Adverse Effect on such Seller.

Section 3.05 Authority; Execution and Delivery; Enforceability. Such Seller (a) has full limited partnership power and authority or (b) is a natural person and has full legal capacity and authority, in each case, to execute and deliver this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery by such Seller of this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party and the consummation of the transactions contemplated hereby and thereby have been (or, at the Closing, will be) duly authorized by all necessary limited partnership action on the part of such Seller that is an entity. Such Seller has (or, at the Closing, will have) duly executed and delivered this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party, and each of this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party constitutes (or, at the Closing, will constitute) its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that such enforcement may be affected by applicable Laws relating to bankruptcy, reorganization, insolvency or creditors' rights (collectively, the "Enforceability Exceptions").

Section 3.06 Company Interests. Such Seller is the sole legal and beneficial owner of the Company Interests set forth opposite such Seller's name on **Section 3.06** of the Sellers Disclosure Schedules, and such Seller has good and marketable title to such Company Interests, free and clear of all Liens (other than Liens arising under the Organizational Documents of the Partnership or the General Partner this Agreement or applicable securities Laws).

Section 3.07 Brokerage Fees. No Seller or any of its Affiliates (including the Acquired Companies) has incurred any liability for, or entered into any Contract with any agent, broker, investment banker, financial advisor or other Person, that may entitle any such Person to any, broker's, finder's, financial advisor's or similar fee or commission in connection with the execution and delivery by such Seller of this Agreement or the other Transaction Documents to which such Seller is (or, at the Closing will be) a party, or the consummation by such Seller of the transactions contemplated hereby or thereby, in each case, that is or will be payable by Buyer, any of its Affiliates or any of the Acquired Companies.

Section 3.08 Funds Available. Sellers' Representative has sufficient funds available to pay the Reimbursement Amount in accordance with the terms hereof.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES AS TO THE ACQUIRED COMPANIES

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Each Seller, severally and not jointly, hereby represents and warrants to Buyer (except as set forth in the Sellers Disclosure Schedules), solely with respect to itself (and not any other Seller) as of the Execution Date and the Closing Date (except to the extent that a representation or warranty is made expressly as of a specified date, in which case such representation or warranty shall be deemed to be made only as of such date) as follows:

Section 4.01 Organization and Standing. Each Acquired Company (a) is a legal entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and (b) has all requisite organizational power and authority to own, lease, use and operate its assets and to conduct its business, in each case, as currently conducted. Each Acquired Company is duly qualified to do business and in good standing in each jurisdiction in which such qualification is required by applicable Laws, except as has not had, and would not, reasonably be expected to have, a material adverse effect on the applicable Acquired Company. On or prior to the Execution Date, Sellers have made available to Buyer true and complete copies of the Organizational Documents of each of the Acquired Companies in effect as of the Execution Date.

Section 4.02 No Conflicts. The execution and delivery by such Seller of this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, does not and will not (a) conflict with the Organizational Documents of any Acquired Company, (b) assuming all Consents set forth on **Section 4.02** of the Sellers Disclosure Schedules are obtained or made, result in any breach of or default under (or an event that, with or without notice or lapse of time, or both would constitute a breach of or default under), or give rise to a right of termination, cancellation or acceleration of any obligation under, any Material Contract or (c) assuming all Consents set forth on **Section 4.03** of the Sellers Disclosure Schedules are obtained or made, violate any Laws applicable to any Acquired Company or its assets, except, in the case of clauses (b) and (c), as has not had, and would not, individually or in the aggregate, reasonably be expected to have, a Material Adverse Effect on the Acquired Companies.

Section 4.03 Governmental Consents. No Consent of, with or to any Governmental Authority is required to be obtained or made by any Acquired Company in connection with the execution and delivery by such Seller of this Agreement or any other Transaction Document to which it is (or, at the Closing, will be) a party, or the consummation by such Seller of the transactions contemplated hereby or thereby, other than (a) the Consents set forth on **Section 4.03** of the Sellers Disclosure Schedules, (b) Consents that, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Acquired Companies, (c) Consents not required to be made or given until after the Closing, or (d) requirements applicable solely as a result of the legal or regulatory status of Buyer or any of its Affiliates, or as a result of any other fact that specifically relates to the business or activities in which Buyer or any of its Affiliates is engaged (other than any business or activities in which the Acquired Companies is engaged at any time prior to the Closing).

Section 4.04 Equity Interests of the Acquired Companies. Sellers directly or indirectly own all of the issued and outstanding Equity Interests in the Acquired Companies. **Section 4.04** of the Sellers Disclosure Schedules sets forth a true and complete list of the Acquired Companies and, with respect to each Acquired Company, (a) its name and jurisdiction of organization and, except as would not be material to the Acquired Companies, any foreign qualifications and any fictitious names or dbas, (b) its form of organization and (c) the issued and outstanding Equity Interests thereof directly owned by such Seller or any other Acquired Company. No Acquired Company owns, directly or indirectly, any Equity Interests of any Person other than as set forth on **Section 4.04** of the Sellers Disclosure Schedules. None of the Acquired Companies has any obligation to make an investment (in the form of a capital contribution or otherwise) in any Person (other than any other Acquired Company). The Equity Interests of the Acquired Companies reflected as directly owned by such Seller or one or more of the Acquired Companies, in each case, on

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Section 4.04 of the Sellers Disclosure Schedules, have been duly authorized and validly issued in compliance with applicable Laws and the Organizational Documents of the applicable Acquired Company. Except as set forth in this Agreement or on **Section 4.04** of the Sellers Disclosure Schedules, there are no Rights to which such Seller or any Acquired Company is a party or by which it is bound (i) obligating it to issue, sell, transfer or otherwise dispose of, repurchase, redeem or otherwise acquire, or cause to be issued, sold, transferred, disposed of, repurchased, redeemed or acquired, any Equity Interests of any Acquired Company or (ii) obligating such Acquired Company to issue or grant such Right. Except for the Organizational Documents of the Acquired Companies, none of Sellers or the Acquired Companies is a party to any voting trust, proxy, or other Contract with respect to voting the Equity Interests of the Acquired Companies.

Section 4.05 Financial Statements; General Partner Operations.

(a) **Section 4.05(a)** of the Sellers Disclosure Schedules sets forth true and complete copies of (a) the audited consolidated balance sheets for the Partnership and its Subsidiaries, in each case, as of December 31, 2017, December 31, 2018 and December 31, 2019, and the related income statements and statements of cash flow for the fiscal years then-ended, and (b) the unaudited consolidated balance sheet for the Partnership and its Subsidiaries as of June 30, 2020 (the “**Balance Sheet Date**,” and such unaudited consolidated balance sheet, the “**Balance Sheet**”), and the related income statement and statement of cash flow for the six (6)-month period then-ended (collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the applicable books and records of the General Partner and the Partnership and its Subsidiaries in accordance with GAAP applied on a consistent basis for the periods covered thereby (except in the case of the unaudited Financial Statements, for the absence of footnotes and subject to normal year-end audit adjustments), complied as to form in all material respects with applicable accounting requirements with respect thereto as of their respective dates, and fairly present, in all material respects, the consolidated financial position, profit and loss and cash flow of the General Partner and the Partnership and its Subsidiaries as of the respective dates thereof for the respective periods covered thereby.

(b) Except as set forth on **Section 4.05(b)** of the Sellers Disclosure Schedules, since its date of formation, the General Partner (i) has not operated in any manner or otherwise engaged in any business or other activities (other than ownership of its general partnership interest in the Partnership, maintenance of its legal existence, management and administrative activities relating to its role as the general partner as the Partnership and activities incidental to the foregoing), and (ii) has not had or incurred Liabilities or other obligations that would reasonably be expected to be material to the Acquired Companies, taken as a whole.

Section 4.06 Undisclosed Liabilities. The Acquired Companies have no Liabilities, except for (a) Liabilities reflected (to the extent so reflected) and accrued for on the Balance Sheet, (b) Liabilities incurred in the ordinary course of business since the Balance Sheet Date consistent with past practices and that (i) are not in excess of \$500,000 individually or in the aggregate and (ii) do not result from any breach of Contract (including this Agreement), tort or violation of applicable Law by Sellers or the Acquired Companies, or (c) other Liabilities that would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Companies (taken as a whole).

Section 4.07 Absence of Changes. Except as contemplated by this Agreement, from December 31, 2019, (a) each Acquired Company has conducted its business in the ordinary course of business in all material respects and has not taken any of the actions restricted by **Section 6.02** (other than in accordance with **Section 6.02**) as if such provision had been in effect on such date, (b) there has not been any damage, destruction or loss of any material property or material asset of the Acquired Companies, whether or not covered by insurance, and (c) no Material Adverse Effect on the Acquired Companies has occurred. Since the Balance Sheet Date there has been no [REDACTED] with respect to the Acquired Companies.

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Section 4.08 Proceedings; Orders. Except as set forth on **Section 4.08** of the Sellers Disclosure Schedules, there are no (a) Proceedings pending or, to the Knowledge of Sellers, threatened against any Acquired Company or affecting any of its assets or properties or (b) Orders by which any Acquired Company or any of its assets or properties is bound, in the case of each of clauses (a) and (b), that would, individually or in the aggregate, reasonably be expected to materially impair the ability of the Acquired Companies (taken as a whole) to operate in the ordinary course of business.

Section 4.09 Environmental Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) each Acquired Company has obtained, and continues to hold, all Permits required under any Environmental Law for the operation of its business as currently conducted (the “**Environmental Permits**”);

(b) each Acquired Company is, and since January 1, 2017, has been, operating its business in compliance with all Environmental Laws and its Environmental Permits;

(c) no Acquired Company has released, and to the Knowledge of Sellers, no other party has released, any Hazardous Substances on, under or at the Real Property, which release is currently, or since January 1, 2017, has been, subject to any investigation, remediation or monitoring and would reasonably be expected to result in a Liability to any Acquired Company pursuant to Environmental Laws;

(d) no Acquired Company has received any written notice of any violation of, or liability (including any investigatory, corrective or remedial obligation) under any Environmental Law during the past three years, the subject of which is unresolved;

(e) there are not any (i) outstanding Orders arising under Environmental Laws by which any Acquired Company or any of its assets is bound or (ii) Proceedings arising under Environmental Laws pending or threatened in writing against any Acquired Company; and

Notwithstanding anything to the contrary in this Agreement, the representations and warranties in this **Section 4.09** are Sellers’ sole and exclusive representations and warranties with respect to any environmental, health and safety matters, including Environmental Laws, Environmental Permits, and any Liabilities, Proceedings, Orders and other obligations arising under or related to Environmental Laws or Hazardous Substances.

Section 4.10 Material Contracts.

(a) **Section 4.10(a)** of the Sellers Disclosure Schedules sets forth a true and complete list of all of the following Contracts (other than a Benefit Plan) to which any Acquired Company is party (the “**Material Contracts**”) as of the Execution Date (true and correct copies of which have been made available to Buyer on or prior to the Execution Date):

(i) Contracts for the purchase, sale, exchange, storage, transmission or delivery of electric energy, capacity or ancillary products or services;

(ii) Contracts for the operation, maintenance and management of the assets of the Acquired Companies that are material to the operation of the business of any of the Acquired Companies;

(iii) interconnection Contracts;

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(iv) Contracts relating to joint ventures, strategic alliances, partnerships, franchises or similar arrangements;

(v) Contracts containing any covenant that materially limits the conduct of the business of the Acquired Companies as currently conducted (excluding Contracts the purpose of which is to limit the disclosure or use of confidential information on customary terms);

(vi) Contracts (A) granting any other Person a license to use any material Intellectual Property owned by the Acquired Companies, and (B) pursuant to which any of the Acquired Companies licenses any material Intellectual Property from any Person, in each case, other than (1) licenses to commercially available, off-the-shelf software and (2) non-exclusive licenses granted by suppliers under Contracts primarily for the provision of services where the granting or obtaining (or agreement to obtain) any right to use any Intellectual Property is ancillary or incidental to the transactions contemplated in such Contract;

(vii) Contracts providing for aggregate future payments to or from any Acquired Company in excess of \$1,500,000 in any calendar year, other than such Contracts that can be terminated without penalty by any such Acquired Company upon 90 days' notice or less;

(viii) Contracts under which any Acquired Company has (A) created, incurred, assumed or guaranteed, directly or indirectly, any outstanding Indebtedness, (B) granted a Lien on its assets to secure such Indebtedness or (C) extended credit to any Person, in the case of each of clauses (A) - (C), in excess of \$1,500,000;

(ix) Contracts providing for the pending acquisition or disposition of any business or division of any business (whether by merger, purchase or sale of Equity Interests or assets or otherwise) or that otherwise contain material ongoing obligations of any Acquired Company (excluding surviving indemnification solely for fundamental representations and warranties and customary post-closing covenants relating to confidentiality, access to information, cooperation and further assurances);

(x) Contracts involving the settlement, release, compromise or waiver of any Proceeding (A) executed no more than one (1) year prior to the Execution Date and that included payments from any Acquired Company in excess of \$200,000 or (B) with outstanding payments from any Acquired Company;

(xi) Contracts for the employment or engagement of any Acquired Company Service Provider providing for annual base compensation in excess of \$150,000 (excluding offer letters and employment agreements that provide for at-will employment and consulting arrangements that can be terminated without penalty by any such Acquired Company upon ninety (90) days' notice or less);

(xii) Contracts with respect to the Material Real Property; and

(xiii) Contracts providing for the sale of any material assets of the Acquired Companies (other than sales of transmission capacity, ancillary products or services, or obsolete, damaged or broken equipment, in each case, in the ordinary course of business) or the grant of any preferential rights to purchase any such material assets.

(b) All Material Contracts are in full force and effect and are enforceable in accordance with their terms with respect to each Acquired Company party thereto and, to the Knowledge of Sellers, the other parties thereto, except (i) to the extent that such enforcement may be affected by the Enforceability Exception, and (ii) to the extent that any such Material Contracts have expired or terminated pursuant to

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and in accordance with their terms. Except as set forth in **Section 4.10(b)** of the Sellers Disclosure Schedules, (A) no Acquired Company and, to the Knowledge of Sellers, no other party thereto, is in material breach of or material default under, and to the Knowledge of Sellers, no event has occurred that, with or without notice or lapse of time, or both would constitute a material breach of or material default under, or give rise to a right of termination, cancellation or acceleration of any material obligation under any Material Contract, and (B) no party to any Material Contract has notified in writing any Acquired Company or any Seller that it intends to terminate or fail to renew at the end of its term such Material Contract, materially increase rates, costs or fees charged under any Material Contract or materially reduce the level of goods or services provided under any Material Contract.

Section 4.11 Real Property.

(a) **Section 4.11(a)** of the Sellers Disclosure Schedules contains a true and complete list, as of the Execution Date, of all real property owned in fee by any Acquired Company and all real property subject to any lease, easement, license, right-of-way, franchise, or similar Contract in which any Acquired Company has an interest, or use or occupancy right, in each case, on which an electrical substation and associated co-located facilities and equipment necessary for its operation are located (the “**Material Real Property**”).

(b) Except as set forth in **Section 4.11(b)** of the Sellers Disclosure Schedules, each applicable Acquired Company has good, marketable, and valid title to all real property owned in fee by any Acquired Company, or a valid leasehold easement, license, right-of-way, franchise, or similar use or occupancy right or interest in all real property subject to any lease, easement, license, right-of-way, franchise or similar Contract in which any Acquired Company has an interest, or use or occupancy right, in each case, necessary for the operation of the business of the Acquired Companies as currently conducted (the “**Real Property**”), free and clear of all Liens, other than Permitted Liens.

(c) Such Seller has made available to Buyer (i) true and complete copies of all deeds, title insurance policies together with all endorsements thereto and title reports with respect to the Material Real Property owned in fee by any Acquired Company in such Seller’s possession or control as of the Execution Date, and (ii) originals or true and complete copies of all leases, easements, licenses, rights-of-way, franchise agreements or similar Contracts with respect to the Material Real Property subject to any lease, easement, license, right-of-way, franchise or similar Contract in which any Acquired Company has an interest, or use or occupancy right, together with all material amendments and modifications thereto, in each case, in effect and in such Seller’s possession or control as of the Execution Date.

(d) No Acquired Company has entered into any subleases, concessions or other similar Contracts granting or assigning to any Person other than an Acquired Company the right to use or occupy any of the Real Property except as would not, individually or in the aggregate, reasonably be expected to materially impair the ability of the Acquired Companies (taken as a whole) to operate in the ordinary course of business. No Acquired Company has granted or assigned to any Person other than an Acquired Company any options or rights of first refusal to purchase, lease, or otherwise acquire all or a portion of any of the Real Property, except as would not, individually or in the aggregate, reasonably be expected to materially impair the ability of the Acquired Companies (taken as a whole) to operate in the ordinary course of business.

Section 4.12 Personal Property. Each Acquired Company has good title to, or valid leasehold interest in, all material tangible personal property used or leased for use in connection with its business as currently conducted, free and clear of all Liens, other than Permitted Liens.

Section 4.13 Employee Matters.

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(a) The Acquired Companies have made available to Buyer a complete and correct list, as of September 15, 2020, of all current employees (including employees on leave of absence for any reason) of each Acquired Company (collectively, the “**Acquired Companies Employees**”), including each Acquired Companies Employee’s name, title, principal place of employment, date of hire, the exempt or non-exempt classification for each such Acquired Company Employee under the Fair Labor Standards Act of 1938, as amended, and other applicable state, local and non-U.S. wage and hour Laws (collectively, the “**FLSA**”), whether full-time, part-time, and current annualized salary or hourly wage rate, as applicable.

(b) The Acquired Companies are in compliance with all applicable Laws relating to employment, except as would not, individually or in the aggregate, reasonably be expected to materially impair the ability of the Acquired Companies (taken as a whole) to operate in the ordinary course of business. Except as set forth in **Section 4.13(b)** of the Sellers Disclosure Schedules, the Acquired Companies are not party to any collective bargaining agreement. Except as would not, individually or in the aggregate, reasonably be expected to materially impair the ability of the Acquired Companies (taken as a whole) to operate in the ordinary course of business, there are no pending or, to the Knowledge of Sellers, threatened in writing strikes, work stoppages or other labor disputes against the Acquired Companies. To the Knowledge of Sellers, there are no current union organizing activities with respect to employees of the Acquired Companies.

(c) Subject to applicable Law, the Acquired Companies have made available to Buyer a list (as of the date of such list) of all foreign and domestic natural person independent contractors of each Acquired Company who directly provide or have provided any services for any of the Acquired Companies in 2020 (other than with respect to tax, accounting and legal services, or which are exclusively related to the transactions contemplated hereby) (the “**Acquired Company Contractors**”).

(d) There are no charges or complaints before the National Labor Relations Board, the Equal Employment Opportunity Commission, or other employment or labor-related Proceedings pending or, to the Knowledge of Sellers, threatened in writing against any Acquired Company.

(e) **Section 4.13(e)** of the Sellers Disclosure Schedules sets forth a true and complete list of all material Benefit Plans. For purposes of this Agreement, “**Benefit Plan**” means each “employee benefit plan” (as defined in Section 3(3) of ERISA) and each other pension, savings, retirement, profit sharing, bonus, incentive, equity or equity based, employment, change in control, retention, separation, severance, deferred compensation, health, welfare, paid time off, retiree or post-service health or welfare plan, policy, program, Contract, agreement or arrangement, in each case, that is sponsored, maintained, contributed to (or required to be contributed to) by an Acquired Company, or under which an Acquired Company has any material Liability for the benefit of the current or former employees of an Acquired Company. With respect to each Benefit Plan, Sellers have provided Buyer, true and complete copies, to the extent applicable, of: (i) the current plan document (with all amendments thereto), (ii) the most recent Internal Revenue Service determination, advisory or opinion letter, (iii) the most recent summary plan description (with all summaries of material modifications), if any, (iv) the most recent annual report (Form 5500 series) with all schedules and attachments as filed, and (v) each trust agreement or insurance policy relating to the funding of each Benefit Plan.

(f) Each Benefit Plan has been maintained and administered in all material respects in accordance with its terms and in all material respects in compliance with all applicable Laws, including the Code and ERISA. All premium payments and contributions required to be made in respect of any Benefit Plan have been timely made. Each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination, advisory or opinion letter from the Internal Revenue Service, and no event has occurred which would reasonably be expected to result in the loss of such qualification. There is no pending, or, to the Knowledge of Sellers, threatened, Proceeding with

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respect to any Benefit Plan, other than routine claims for benefits, which would reasonably be expected to result in a material Liability to the Acquired Companies.

(g) No Benefit Plan is a (i) “multiemployer plan” as defined in Section 3(37) of ERISA or (ii) “defined benefit plan” (as defined in Section 3(35) of ERISA) or a plan that is or was subject to Title IV of ERISA or Section 412 of the Code.

(h) Except as made available to the Buyer prior to the Closing, the consummation of the transactions contemplated by this Agreement, alone, or in combination with any other event, shall not (i) entitle any individual that is a current or former employee of any Acquired Company (or the beneficiaries of such individual) to any severance, change in control, transaction bonus, retention, or other similar payment under any Benefit Plan or (ii) accelerate the time of payment, funding or vesting, or materially increase the amount of compensation or benefits due to any such individual, under any Benefit Plan.

(i) No Acquired Company has any obligation to gross-up or otherwise indemnify any current employee, officer or director of the Acquired Companies for the imposition of any excise Taxes imposed under Section 4999 of the Code or Section 409A of the Code.

(j) Notwithstanding anything to the contrary in this Agreement, the representations and warranties in this **Section 4.13** are Sellers’ sole and exclusive representations and warranties with respect to ERISA, employee benefits, labor, and employment matters and any Liabilities, Proceedings, Orders or other obligations arising under or related to applicable ERISA, employee benefits, employment and labor Laws.

(k) Each Acquired Company is in material compliance with all applicable Laws related to COVID-19 and, to the extent Sellers have Knowledge of any Acquired Companies Employees who have tested positive for or have suspected cases of COVID-19, each Acquired Company has taken reasonable precautions as mandated by applicable national, state and local health authorities and has complied with any applicable reporting and confidentiality obligations.

Section 4.14 Tax Matters. Except as set forth on **Section 4.14** of the Sellers Disclosure Schedules:

(a) each Acquired Company has filed all material Tax Returns that are required to be filed by such Acquired Company (taking into account all permitted extensions) and all Tax Returns filed by any Acquired Company are true, correct and complete in all material respects;

(b) each Acquired Company has fully and timely paid all material Taxes due by it (whether or not such Taxes have been shown as due on any Tax Return);

(c) there are no Liens for Taxes against any of the assets of the Acquired Companies, other than Permitted Liens;

(d) all material Taxes which any Acquired Company is obligated to withhold from amounts owing to any Person or to collect for payment have been duly and fully withheld and collected and have been timely paid over and reported to the appropriate Governmental Authority in material compliance with applicable Laws;

(e) the unpaid Taxes of the Acquired Companies did not, as of the Balance Sheet Date, exceed the reserve or accrual for Tax liability (excluding any reserve for deferred Taxes established to reflect timing

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differences between book and Tax income) set forth on the face of Financial Statements (rather than in any notes thereto);

(f) (i) there are no outstanding or unsettled written claims, asserted deficiencies or assessments of any taxing authority for any Tax liability of any Acquired Company or with respect to any Acquired Company's assets or operations and there are no ongoing Tax Proceedings of any Acquired Company; (ii) the Tax Returns of each Acquired Company, have not been audited by any Governmental Authority within the five (5) years prior to the Closing Date; (iii) there is no pending deficiency for any Taxes due from any Acquired Company; and (iv) no written claim has been made by any Governmental Authority in a jurisdiction where an Acquired Company does not currently file a Tax Return that it is or may be liable for Taxes, or required to file a Tax Return, in such jurisdiction, nor has any such assertion been threatened or proposed in writing and received by an Acquired Company;

(g) no Acquired Company has waived any statute of limitations or agreed to any extension of time with respect to any Tax assessment or deficiency which is still outstanding (other than automatic extensions arising from an extension of the due date for filing a Tax Return);

(h) (i) no agreement as to indemnification for, contribution to, sharing, allocation or payment of Taxes exists between any Acquired Company and any other Person (other than any (A) agreement solely between Acquired Companies and (B) customary commercial agreement, the primary purpose of which does not related to Taxes); (ii) no Acquired Company has been a member of any affiliated group (within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local, or foreign law including any combined or unitary group for Tax purposes) that filed or was required to file a consolidated, joint, combined or unitary Tax Return (other than any such group consisting solely of Acquired Companies); and (iii) no Acquired Company has any liability for Taxes of any other Person (other than another Acquired Company) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign Law) or as a transferee or successor, by operation of applicable Law, by Contract or otherwise;

(i) no power of attorney currently in force has been granted by any Acquired Company or, to the Knowledge of Sellers, by any Seller, with respect to the Taxes required to be paid, or the Tax Returns required to be filed, by, or on behalf of, any Acquired Company;

(j) no Acquired Company has participated in or been a party to a transaction that constitutes a "listed transaction" or "transaction of interest" that is required to be reported to the IRS pursuant to Section 6011 of the Code and applicable Treasury Regulations thereunder (or any similar provision of state, local, or foreign Law);

(k) within the last two (2) years, no Acquired Company has been a "distributing corporation" or a "controlled corporation," each within the meaning of Section 355(a)(1)(A) of the Code, in a distribution intended to qualify under Section 355 of the Code;

(l) no Acquired Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (A) change in accounting method made prior to the Closing Date, (B) "closing agreement" described in Section 7121 of the Code (or any corresponding or similar provision of applicable Law regarding income Taxes) executed on or prior to the date hereof, or (C) installment sale or open transaction disposition made on or prior to the Closing Date; and

(m) for U.S. federal income tax purposes, (i) the Partnership is treated as a partnership and has been so treated since its inception, (ii) GridLiance Management, LLC ("**GridLiance Management**") is

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treated as an association taxable as a corporation and has been so treated since its inception, (iii) each of the other Acquired Companies is treated as an entity disregarded as separate from its owner and each such Acquired Company has been so treated since its inception; (iv) no Acquired Company has ever (since inception) had a direct or indirect equity interest in any other entity (including any corporation, association, joint venture, partnership, limited liability company or other “business entity” within the meaning of Treasury Regulation Section 301.7701-2(a)) other than an Acquired Company; and (v) no entity classification election or change in entity classification has ever been made under Treasury Regulation Section 301.7701-3 with respect to any Acquired Company for U.S. federal, state or local income Tax purposes.

Section 4.15 Compliance with Laws. Excluding Environmental Laws, employment and employee benefits-related Laws, Tax Laws and Permits, which are exclusively governed by **Section 4.09**, **Section 4.13**, **Section 4.14** and **Section 4.18**, respectively, and except as set forth on **Section 4.15** of the Sellers Disclosure Schedules, each Acquired Company is, and for the past three (3) years has been, in compliance in all material respects with all applicable Laws.

Section 4.16 Affiliate Arrangements. **Section 4.16** of the Sellers Disclosure Schedules sets forth a true and complete list of all Affiliate Contracts as of the Execution Date. At the Closing, no rights to or interest in the business of the Acquired Companies survive the termination of any Affiliate Contract.

Section 4.17 Insurance. **Section 4.17** of the Sellers Disclosure Schedules sets forth a true and complete list as of the Execution Date of all insurance policies that Sellers, its Affiliates or the Acquired Companies maintain or cause to be maintained with respect to the Acquired Companies, other than any Benefit Plan (the “**Insurance Policies**”). All such Insurance Policies (or replacements thereof with comparable coverage) are (i) in full force and effect and all premiums thereunder that have become due and payable have been paid, and no Acquired Company nor any other party, is in material breach or default thereunder, and (ii) are sufficient for material compliance with all legal requirements applicable to such Acquired Company and all Contracts to which such Acquired Company is a party or by which it is bound. No written notice of cancellation or termination has been received by such Seller, such Seller’s Affiliates or such Acquired Company with respect to any such Insurance Policies (other than those that have been replaced by policies with comparable coverage prior to the date of such cancellation or termination).

Section 4.18 Permits. Each Acquired Company has all Permits required to conduct its business and operations as currently conducted. Each such Permit is in full force and effect, and each Acquired Company is in compliance in all respects with all its obligations under such Permits, except as would not, individually or in the aggregate, reasonably be expected to materially impair the ability of the Acquired Companies (taken as a whole) to operate in the ordinary course of business. The consummation of the transactions contemplated hereby does not and will not result in any breach of or default under (or an event that, with or without notice or lapse of time, or both would constitute a breach of or default under), or result in any Governmental Authority having the right to revoke, cancel or terminate of any material Permit. Except as set forth on **Section 4.18** of the Sellers Disclosure Schedules, there are no Proceedings pending or, to the Knowledge of Sellers, threatened, that would reasonably be expected to result in the revocation, cancellation or termination of any such Permit. Notwithstanding anything to the contrary in this Agreement, the representations and warranties in this **Section 4.18** are Sellers’ sole and exclusive representations and warranties with respect to Permits, except that Sellers make no representation or warranty in this **Section 4.18** with respect to Permits required under any Environmental Law, which are exclusively governed by **Section 4.09**.

Section 4.19 Regulatory Matters.

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(a) Certain Acquired Companies are subject to regulation under the FPA as “public utilities” and “transmitting utilities” and are “electric utility companies” as defined in PUHCA. Each Seller that is an entity is a non-exempt “holding company” in a “holding company system” pursuant to PUHCA. The Acquired Companies set forth in **Section 4.19** of the Sellers Disclosure Schedules are subject to regulation by FERC pursuant to the FPA or by State Commissions pursuant to their respective governing Laws, as specified therein.

(b) Except for filings related to the matters set forth on **Section 4.15** of the Sellers Disclosure Schedules, all filings required to be made by the Acquired Companies for the past three (3) years, with FERC under the FPA or the PUHCA and the State Commission, as the case may be, have been made, as applicable, on a timely basis, including all forms, statements, reports, compliance filings, agreements and all documents, exhibits, amendments and supplements pertaining thereto, including all rates, tariffs and related documents, and all such filings complied, as of their respective dates, with all applicable requirements of applicable statutes and the rules and regulations thereunder; except for filings the failure of which to make or the failure of which to make in compliance with all applicable requirements of applicable statutes and the rules and regulations thereunder do not have a Material Adverse Effect.

Section 4.20 Intellectual Property. **Section 4.20** of the Sellers Disclosure Schedules sets forth a true and complete list of all Intellectual Property owned by an Acquired Company that is registered with or issued by a Governmental Authority or domain name registrar or that is subject to an application for registration with or issuance by a Governmental Authority. To the Knowledge of Sellers, (a) one or more Acquired Companies owns or has the right to use all Intellectual Property necessary for the conduct of the business of the Acquired Companies as currently conducted, (b) such business is not currently operated in a manner that infringes, misappropriates or otherwise violates, in any material respect, any Intellectual Property of any other Person, and (c) no Person is infringing, misappropriating, or otherwise violating, in any material respect, any Intellectual Property owned by an Acquired Company.

Section 4.21 Sufficiency of Assets.

(a) The assets and properties owned or leased by the Acquired Companies at the Closing constitute all of the properties and assets that are necessary for the conduct of the business of the Acquired Companies as currently conducted.

(b) True and complete copies of all books and records of the Acquired Companies are in the possession or control of the Acquired Companies and, at the Closing, will be fully accessible by Buyer.

Section 4.22 Bank Accounts; Powers of Attorney. **Section 4.22(a)** of the Sellers Disclosure Schedules sets forth the account numbers, names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which any Acquired Company maintains safe deposit boxes, checking accounts or other accounts and the names of all Persons authorized to draw thereon, make withdrawals therefrom or have access thereto. Except as disclosed in **Section 4.22(b)** of the Sellers Disclosure Schedules, the Acquired Companies have not given any revocable or irrevocable powers of attorney or similar grants of authority to any Person relating to the Acquired Companies for any purpose whatsoever.

Section 4.23 Credit Support. There are no Contracts under which any Seller or any of its Affiliates (excluding the Acquired Companies) have agreed to act as guarantor or surety with respect to any obligation of the Acquired Companies, whether by guaranty, suretyship contract, letter of credit, indemnity agreement, bond, cash deposit or otherwise, by or on behalf of any Acquired Company.

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Section 4.24 Bankruptcy. None of the Acquired Companies are subject to any pending bankruptcy Proceeding and no Proceeding is contemplated in which any of the Acquired Companies would be declared insolvent or subject to the protection of any bankruptcy or reorganization Laws or procedures.

Section 4.25 Certain Business Practices. None of the Acquired Companies nor any of their respective officers, directors, or employees, acting in their capacity as such, (a) has made or agreed to make any contribution, payment or gift (including a gift of entertainment) to, or accepted or received any contributions, payments or gifts (including gifts of entertainment) from, any government official, government employee, political party or agent of a political party or any candidate for any federal, state, local or foreign public office, where either the contribution, payment or gift or the purpose thereof was illegal under the applicable Laws of any federal, state, local or foreign jurisdiction, (b) has engaged in or otherwise knowingly participated in, assisted or facilitated any transaction that is prohibited under any applicable sanctions or related trade restrictions imposed by the United States Department of the Treasury's Office of Foreign Assets Control or any other agency of the United States Government or (c) has engaged in any conduct which would constitute an offense under the United States Foreign Corrupt Practices Act of 1977, the United States Federal Procurement Integrity Act or any comparable applicable Law of any federal, state, local or foreign jurisdiction, including such applicable Laws dealing with bribery, corruption or improper or illegal payments, gifts or gratuities to any individual or government official, government employee, political party or agent of a political party or any candidate for any federal, state, local or foreign public officer, or money laundering.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER AND PARENT

Each of Buyer and Parent, as applicable, hereby represents and warrants to each Seller (except as set forth in the Buyer Disclosure Schedules) as of the Execution Date and the Closing Date (except to the extent that a representation or warranty is made expressly as of a specified date, in which case such representation or warranty shall be deemed to be made only as of such date) as follows:

Section 5.01 Organization and Standing. Each of Buyer and Parent (a) is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, (b) has all requisite limited liability company power and authority to own, operate, use and lease its assets and conduct its business, in each case, as currently conducted, and (c) is duly qualified to do business and in good standing in each jurisdiction in which such qualification is required by applicable Laws, except as has not had, and would not, individually or in the aggregate, reasonably be expected to have, a Material Adverse Effect on Buyer or Parent.

Section 5.02 No Conflicts. The execution and delivery by each of Buyer and Parent of this Agreement and the other Transaction Documents to which it is (or, at the Closing will be) a party, and the consummation by Buyer and Parent of the transactions contemplated hereby and thereby, do not and will not (a) conflict with the Organizational Documents of Buyer or Parent, (b) assuming all Consents set forth on **Section 5.02** of the Buyer Disclosure Schedules are obtained or made, result in any breach of or default under (or an event that, with or without notice or lapse of time, or both would constitute a breach of or default under), or give rise to a right of termination, cancellation or acceleration of any obligation under, any material Contract to which Buyer or Parent is a party or by which any of its assets or properties are bound or (c) assuming all Consents set forth on **Section 5.02** of the Buyer Disclosure Schedules are obtained or made, violate any Laws applicable to Buyer or Parent or its respective properties or assets, except, in the case of clauses (b) and (c), as has not had, and would not, individually or in the aggregate, reasonably be expected to have, a Material Adverse Effect on Buyer or Parent.

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Section 5.03 Governmental Consents. No Consent of, with or to any Governmental Authority is required to be obtained or made by any of Buyer or Parent in connection with the execution and delivery by Buyer or Parent of this Agreement or any other Transaction Document to which it is (or, at the Closing, will be) a party, or the consummation by Buyer or Parent of the transactions contemplated hereby or thereby, other than (a) Consents set forth on **Section 5.03** of the Buyer Disclosure Schedules, (b) Consents that, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Buyer or Parent or (c) Consents not required to be obtained or made until after the Closing.

Section 5.04 Proceedings; Orders. There are no (a) Proceedings pending or, to the Knowledge of Buyer, threatened against Buyer or Parent or affecting any of its respective assets, or (b) Orders by which Buyer or Parent or any of its respective assets is bound, in the case of each of clauses (a) and (b), that has had, or would, individually or in the aggregate, reasonably be expected to have, a Material Adverse Effect on Buyer or Parent.

Section 5.05 Authority; Execution and Delivery; Enforceability. Each of Buyer and Parent has full limited liability company power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of Buyer and Parent of this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party and the consummation of the transactions contemplated hereby and thereby have been (or, at the Closing, will be) duly authorized by all necessary limited liability company action on the part of Buyer and Parent, as applicable. Each of Buyer and Parent has (or, at the Closing, will have) duly executed and delivered this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party, and each of this Agreement and the other Transaction Documents to which it is (or, at the Closing, will be) a party constitutes (or, at the Closing, will constitute) its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that such enforcement may be affected by the Enforceability Exceptions.

Section 5.06 Investment. Buyer acknowledges and agrees that (a) the Company Interests have not been registered under applicable securities Laws, (b) no public market now exists for the Company Interests, that no Seller, Affiliate of any Seller (including the Acquired Companies) or any of its or their respective Representatives have made any assurances that a public market will ever exist for the Company Interests, and (c) none of Buyer or its Affiliates may sell, distribute, transfer, offer for sale, assign, pledge, hypothecate or otherwise dispose of the Company Interests except in compliance with registration requirements of applicable securities Laws or an exemption therefrom. Buyer is purchasing the Company Interests for its own account solely for investment and not with a view toward selling, distributing, transferring, offering for sale, assigning, pledging, hypothecating or otherwise disposing of the Company Interests in violation of applicable securities Laws.

Section 5.07 Financial Ability; Source of Funds; Compliance Matters.

(a) Buyer has, or will have at or prior to the Closing, sufficient funds to pay the Purchase Price in accordance with the terms hereof and all other amounts to be paid by Buyer hereunder to consummate the transactions contemplated by this Agreement and to satisfy all other costs and expenses incurred by Buyer in connection herewith.

(b) Buyer acknowledges and agrees that its obligations to consummate the transactions contemplated by this Agreement are not in any way contingent upon or otherwise subject to the availability or receipt of any financing to Buyer.

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(c) No funds to be paid to any Seller hereunder have been or will be derived from or related to any illegal activities, including but not limited to, violations of applicable anti-money laundering, counter-terrorist financing, anti-corruption, or sanctions Laws.

(d) Buyer is not a Governmental Authority or a target of U.S. sanctions, and is not acting for or on behalf of any Governmental Authority or target of U.S. sanctions in connection with this Agreement.

(e) Prior to the execution and delivery of this Agreement, Buyer has delivered to Sellers' Representative a duly executed guaranty (the "**Guaranty**") by NextEra Energy Capital Holdings, Inc. a Florida corporation (the "**Guarantor**") in favor of Sellers guaranteeing certain obligations of Buyer as set forth therein.

Section 5.08 Solvency. Buyer is not entering into the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Buyer or the Acquired Companies. Immediately after the Closing, Buyer will be able to generate enough cash from operations, asset dispositions or refinancing or a combination thereof, to meet its obligations as they become due.

Section 5.09 Investigation. Buyer acknowledges and agrees that: (a) in making the decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation, analysis and evaluation and the express representations and warranties of Sellers set forth in **Article III, Article IV** and in any certificate delivered pursuant hereto; and (b) except for the express representations and warranties of Sellers set forth in **Article III, Article IV** and in any certificate delivered pursuant hereto, none of Buyer or any its Affiliates has relied on, and no Seller or any of its Affiliates or any of its or their respective Representatives has made, any representations or warranties of any nature, whether express or implied, with respect to any Seller, any of its Affiliates (including the Acquired Companies) or any of its or their respective Representatives, any assets of any of the foregoing (including the Company Interests), or any of the transactions contemplated by this Agreement or the other Transaction Documents. Buyer (either alone or together with its Representatives) has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks involved in the purchase of the Company Interests and the other transactions contemplated by this Agreement and the other Transaction Documents and bearing the economic risk of its investment in the Acquired Companies for an indefinite period of time. Buyer has been afforded access to the books and records, facilities and personnel of the Acquired Companies for purposes of conducting a due diligence investigation as Buyer has deemed necessary for it to investigate the business, assets, liabilities, financial or other condition and results of operations of the Acquired Companies sufficiently to make an informed investment decision to purchase the Company Interests and enter into this Agreement. Buyer has relied solely on its own legal, tax, financial and other advisors in connection with its investigation of the Acquired Companies and not on the advice of any Seller, any of its Affiliates or any of its or their respective Representatives. Buyer acknowledges and agrees that any financial projections that may have been made available to Buyer, any of its Affiliates or any of its or their respective Representatives are based on assumptions about future results, which are based on assumptions about certain events (many of which are beyond the control of Sellers, their Affiliates and their respective Representatives). Without limiting the generality of the foregoing, Buyer further acknowledges and agrees that, except for the express representations and warranties of Sellers set forth in **Article III, Article IV** and in any certificate delivered pursuant hereto, none of Buyer or any of its Affiliates has relied on, and no Seller or any of its Affiliates or any of its or their respective Representatives has made, any representations or warranties of any nature, whether express or implied, with respect to the accuracy of any projections, estimates or budgets, future revenues, future results of operations, future cash flows, the future financial or other condition of any Acquired Company or its business, assets or liabilities, or any other information, whether or not made available to Buyer, any of its Affiliates or any of its or their respective Representatives in connection with the transactions contemplated

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hereby, including in any memorandum or management presentation in the Data Site or any other electronic data room established by any Seller, any of its Affiliates or any of its or their respective Representatives, and in any written or oral response to any information request by Buyer, any of its Affiliates or any of its or their respective Representatives.

Section 5.10 No Regulatory Impediment. To the Knowledge of Buyer, there is no fact that solely and specifically relates to the legal or regulatory status of Buyer or any of its Affiliates, or to the business or activities in which Buyer or any of its Affiliates is engaged (other than any business or activities in which any the Acquired Companies is engaged at any time prior to the Closing), that would reasonably be expected to materially impair the ability of the Parties to obtain or make, prior to the Termination Date, any Consent from or with, or any application or to, any Governmental Authority necessary for the consummation of the transactions contemplated by this Agreement.

Section 5.11 Brokerage Fees. None of Buyer or any of its Affiliates has incurred any liability for, or entered into any Contract with, any agent, broker, investment banker, financial advisor or other Person that, may entitle any such Person to any, broker's, finder's, financial advisor's or similar fee or commission in connection with the execution and delivery by Buyer of this Agreement or the other Transaction Documents to which Buyer is (or, at the Closing) will be a party, or the consummation by Buyer of the transactions contemplated hereby or thereby, in each case, that is or will be payable by Sellers, any of their respective Affiliates.

Section 5.12



ARTICLE VI
COVENANTS

Section 6.01 Confidentiality.

(a) Each Party shall, and shall cause its respective Affiliates and its and their respective Representatives to, with respect to all Confidential Information obtained by them from any other Party, any of such other Party's Affiliates or any of its or their respective Representatives in connection with the transactions contemplated by this Agreement (including information disclosed under **Section 6.05**), whether or not relating to the Acquired Companies, (i) hold in confidence such Confidential Information; (ii) not use such Confidential Information for any reason or purpose other than in connection with the transactions contemplated by this Agreement; and (iii) without limiting the foregoing, not disclose such Confidential Information to any Person, except with the Disclosing Party's prior written consent or as permitted pursuant to **Section 6.01(b)**; *provided further*, that, subject to **Section 6.12**, from and after the Closing, none of Buyer, any of its Affiliates or any of its or their respective Representatives shall have any further obligation hereunder or thereunder with respect to Confidential Information relating to the Acquired Companies.

(b) If the Receiving Party is required by Law or in any Proceeding to make any disclosure that is prohibited by this **Section 6.01**, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with reasonably prompt notice of the existence, terms and circumstances surrounding such requirement (including the nature and content of information that the Receiving Party intends to disclose) so that the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this **Section 6.01**. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of

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the Confidential Information that, based upon the opinion of its counsel, the Receiving Party is legally required to disclose; *provided, however*, that the Receiving Party shall use its commercially reasonable efforts to obtain assurance that any Person to whom any Confidential Information is so disclosed shall accord confidential treatment to the Confidential Information.

(c) From and after the date hereof, the Parties agree that with respect to Confidential Information of Sellers, any of Sellers' Affiliates or any of their respective Representatives, to the extent of any conflict between this Agreement and the Confidentiality Agreement, this **Section 6.01** shall control; *provided*, that if this Agreement is terminated in accordance with **Section 9.01** then from such time and forward, this **Section 6.01** shall not survive such termination solely with respect to Confidential Information of Sellers, any of Sellers' Affiliates or any of their respective Representatives. For the avoidance of doubt, if this Agreement is terminated the Confidentiality Agreement shall remain effective.

(d) During the [REDACTED], except as may be required by applicable Law or Proceeding (but subject to **Section 6.01(b)**), and except for the Representatives of Sellers who need to know such information to provide certain professional advisory services to Sellers and who are under similar obligations as those set forth in this **Section 6.01(d)**, Sellers shall keep, and shall cause their respective Affiliates to hold in confidence, and not disclose to any other Person, or use for any purpose other than in connection with the transactions contemplated by **Section 2.06**, all Confidential Information relating to the Acquired Companies and the business, performance, structure and governance, including but not limited to trade secrets, pricing policies, marketing plans or strategies, project development plans and business acquisition plans, except with Buyer's prior written consent, which may be given or withheld by Buyer in its sole discretion; *provided, however*, that Sellers' may disclose such information (other than trade secrets) [REDACTED] to (i) a bona fide Third Party of Sellers (excluding any Competitor) or its Representatives who need to know such information to provide certain professional advisory services to such Third Party of Sellers in connection with a Transfer of Sellers' rights under **Section 2.06**, but solely to the extent that such Third Party of Sellers is under similar obligations to Buyer and its Affiliates as those set forth in this **Section 6.01(d)**, (ii) to direct and indirect current and prospective equity holders and their respective Representatives, or (iii) for purposes of compliance with its or its Affiliates' respective financial reporting obligations.

Section 6.02 Conduct of the Business.

(a) Except as expressly contemplated by this Agreement (including as set forth in **Section 6.02** of the Sellers Disclosure Schedules), as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or as required by applicable Law, from the Execution Date until the earlier of the Closing and the termination of this Agreement, as applicable (the "**Interim Period**"), Sellers shall, with respect to the Acquired Companies, and shall cause each Acquired Company to, conduct its business only in the ordinary course of business. In addition (and without limiting the generality of the foregoing), except as expressly contemplated by this Agreement (including as set forth in **Section 6.02** of the Sellers Disclosure Schedules), consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or as required by applicable Law, Sellers shall not, with respect to the Acquired Companies, and shall cause the Acquired Companies not to take, any of the following actions without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) delivered to Sellers' Representative:

- (i) amend the Organizational Documents of any Acquired Company in any respect;
- (ii) effect any reorganization (including any merger, division, consolidation or conversion), liquidation, dissolution or winding up of any Acquired Company;

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(iii) issue, sell, transfer or otherwise dispose of, pledge or otherwise encumber any Equity Interests of any Acquired Company, or issue or grant any Right with respect to any Acquired Company, in each case, other than pursuant to the terms of any Benefit Plan in connection with issuance of any authorized but unissued equity or equity-based awards or the settlement or exercise of any equity or equity-based awards;

(iv) amend, modify or otherwise supplement any existing Affiliate Contract or enter into any new Affiliate Contract;

(v) (A) make, change or rescind any Tax election, adopt or change any Tax accounting method, make any change to any method of reporting for Tax purposes or any accounting practice or policy from those employed in the preparation of its most recent Tax Return or change any annual accounting period, or settle or compromise any ad valorem, property or similar Tax liability, claim or assessment for Taxes, in each case, except to the extent the aggregate impact of such actions upon Buyer and the Acquired Companies is less than [REDACTED] provided that the Acquired Companies shall provide Buyer a copy of any settlement or compromise of ad valorem, property or similar Taxes within ten (10) Business Days of such settlement or compromise, or (B) amend any Tax Return, settle or compromise any Tax Proceeding or any Tax liability, claim or assessment for Taxes (other than with respect to any ad valorem, property or similar Taxes), enter any closing agreement or other agreement relating to Taxes with any Governmental Authority, agree to an extension or waiver of the statute of limitations with respect to the assessment, determination or collection of Taxes, surrender any right to claim a Tax refund or other reduction of Taxes, or seek any ruling or agreement from a Governmental Authority with respect to Taxes, or enter into any Tax sharing or similar agreement or assume any Liability for Taxes of any other Person (whether by Contract or otherwise other than any customary commercial agreement, the primary purpose of which do not related to Taxes);

(vi) purchase or acquire (whether by merger, consolidation, combination or otherwise) any business or line of business, any other material assets (including Equity Interests) from any Person (other than as included in Approved Capital Projects);

(vii) sell, assign, transfer, lease, license or otherwise dispose of, or grant or impose any Liens (other than Permitted Liens) on, (A) any assets of the Acquired Companies to any Person (other than any Acquired Company) having a value in excess of [REDACTED], except for sales of transmission capacity or ancillary products or services, and obsolete, damaged, broken or surplus equipment or assets, in each case, in the ordinary course of business or (B) any material Intellectual Property owned by the Acquired Companies;

(viii) except in the ordinary course of business and other than in respect of any Benefit Plan or any action that would not reasonably be expected to be material and adverse to the applicable Acquired Company, (A) amend, modify or otherwise supplement any Material Contract, (B) terminate any Material Contract (other than any expiration thereof in accordance with its terms) or (C) enter into any Contract that, if in existence on the Execution Date would have been required to be disclosed in **Section 4.10(a)** of the Sellers Disclosure Schedules;

(ix) except as permitted under the terms of the applicable Contract or Benefit Plan, and, except, in the event that the Closing Date occurs prior to the applicable date in any calendar year in which ordinary course adjustments are made to increase the annual compensation for the employees of the Acquired Companies consistent with past practices, for the acceleration of such adjustments prior to the Closing to the annual compensation of the employees of the Acquired Companies, (1) materially increase (x) the salary or other compensation, including benefits, change in control, severance or termination pay, to which any employee, consultant, member of the board of directors (or similar governing body) of an

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Acquired Company is entitled, except in the ordinary course of business, including annual compensation increases, (2) accelerate the vesting or payment of any material compensation or benefits of any employee, consultant, member of the board of directors (or similar governing body) of an Acquired Company under any Benefit Plan, (3) adopt, enter into, amend, or terminate any material written Benefit Plan, except as contemplated by this Agreement or except as would not reasonably be expected to be material to the Acquired Companies taken as a whole, (4) transfer the employment of any employee of an Acquired Company to any Seller or any of its Affiliates or (5) enter into, terminate or amend any collective bargaining agreement other than as required by Law;

(x) settle or compromise any claim against any Acquired Company or any other Person pursuant to any arrangement that requires any Acquired Company to pay or assume any liability;

(xi) change any accounting or auditing practices unless required by GAAP or USofA;

(xii) incur any Indebtedness or guarantee any such indebtedness of another Person (other than a guarantee of indebtedness of an Acquired Company) or issue or sell any debt securities or guarantee any debt securities on another Person (other than a guarantee of indebtedness of an Acquired Company), other than draws on existing credit facilities to fund Approved Capital Projects not in excess of [REDACTED] in the aggregate;

(xiii) (A) lend any money, other than reasonable and normal advance to employees for bona fide expenses that are incurred in the ordinary course of business consistent with its past practices; (B) make any investments in or capital contributions to, any Person (other than an Acquired Company), or (C) forgive or discharge in whole or in part any outstanding Indebtedness (other than intercompany Indebtedness solely between Acquired Companies);

(xiv) materially change any insurance coverage under any Insurance Policy (other than replacement thereof by policies with comparable coverage prior to cancellation or termination); or

(xv) authorize or agree to take any of the foregoing actions.

(b) Notwithstanding anything to the contrary herein, during the Interim Period, each Seller shall not, and shall cause each of the Acquired Companies not to, make any payment, suffer or incur any obligation to pay or suffer, any [REDACTED] other than any [REDACTED]

(c) Subject to applicable Law and the other applicable terms and conditions of this Agreement, during the Interim Period, except as may otherwise be agreed by Buyer in writing (not to be unreasonably withheld, conditioned or delayed), Sellers shall cause the Acquired Companies to use reasonable efforts to operate in the ordinary course of business consistent with past practice to (i) continue to make, pursue and defend Regulatory Utility Actions, (ii) respond (after reasonable consultation with Buyer) to Regulatory Utility Actions made by other parties in which any Acquired Company is an interested party, and (iii) take any other prudent action contemplated or required by any such Regulatory Utility Actions; provided however, that, notwithstanding anything to the contrary, Sellers shall (and shall cause the Acquired Companies to): (A) keep Buyer informed as promptly as reasonably practicable of any material communications or meetings with any Governmental Authority with respect to any Regulatory Utility Actions and provide copies of any related written communications or materials, (B) consult with Buyer and give Buyer a reasonable opportunity, within the time constraints contained in such Regulatory Utility Actions, to comment on any related material communications or materials submitted to any Governmental Authority, in each case, which comments Sellers shall cause the applicable Acquired Company to consider incorporating in such Regulatory Utility Actions in good faith, (C) provide Buyer a reasonable opportunity to participate in any material meeting or communications with any third party (including any Governmental

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Authority) related to any Regulatory Utility Action subject to any applicable limitations restricting participation on the basis of privilege (including settlement privilege) or confidentiality, and (D) except as Buyer may otherwise consent in writing (not to be unreasonably withheld, conditioned or delayed), and subject to any applicable limitations based on privilege (including settlement privilege) or confidentiality, not agree to settle, waive, compromise or stipulate with respect to any material actual or potential right of any Acquired Company in any Regulatory Utility Actions initiated after the date hereof (including, for the avoidance of doubt, any settlement with respect to rates that may be charged by any Acquired Company).

(d) Notwithstanding anything in Section 6.01(d) to the contrary, Sellers may, and may cause the Acquired Companies to take commercially reasonable actions consistent with prudent industry practices that would otherwise be prohibited pursuant to Section 6.02 in order to prevent the occurrence of, or mitigate the effects of, any damage to property or the environment or human health or safety in emergency circumstances; *provided however*, Sellers' Representative shall provide Buyer with notice of such emergency situation and any such action taken by Sellers or the Acquired Companies as soon as reasonably practicable. Nothing in this Agreement shall be construed to give Buyer or any of its Affiliates, directly or indirectly, any right to control or direct the business or operations of any Seller or any of its Affiliates prior to the Closing.

Section 6.03 Access.

(a) During the Interim Period, Sellers shall provide Buyer, its Affiliates and its and their respective Representatives (at Buyer's sole cost and expense) with reasonable access during normal business hours and upon reasonable advance written notice to the properties, books and records of the Acquired Companies solely for a purpose reasonably related to the consummation of the transactions contemplated by this Agreement (including for the avoidance of doubt Phase I environmental site assessments); *provided*, that, (i) such access is permitted pursuant to applicable Law and does not unreasonably disrupt the personnel, or unreasonably interfere with the operations, or, in the reasonable determination of Sellers' Representative, endanger the health or safety of any personnel, of any Seller or the Acquired Companies, and Buyer, its Affiliates and its and their respective Representatives shall use commercially reasonable efforts to conduct all communications with personnel and all on-site investigations in an expeditious manner (*provided* that, notwithstanding the foregoing, Sellers shall work in good faith to cause the Acquired Companies to provide such access during COVID-19), (ii) all such requests for access shall be directed to Sellers' Representative or such Representative of Sellers' Representative as Sellers' Representative may designate to Buyer in writing from time to time, and (iii) a Representative of Sellers' Representative shall have the right to be present in the event that Buyer, any of its Affiliates or any of its or their respective Representatives, conducts any on-site investigations of the properties of the Acquired Companies. Notwithstanding anything to the contrary in this Agreement, Sellers shall not be required to provide such access to the extent that it (A) would reasonably be expected to result in a loss of any attorney-client, attorney work-product protection or other legal privilege, (B) would reasonably be expected to contravene, violate or breach any applicable Law, Permit or Contract, (C) is pertinent to any litigation in which any Seller or any of its Affiliates, on the one hand, and Buyer or any of its Affiliates, on the other hand, are adverse parties (without limiting any rights of any party to such litigation to discovery in connection therewith), (D) relates to any offers received by any Seller, any of its Affiliates or any of its or their respective Representatives to purchase any of the Acquired Companies or all or any portion of their respective assets, (E) would result in the disclosure of any trade secrets, or (F) otherwise would reasonably be expected to expose any Seller or any of its Affiliates to any material risk of Liability. Any Confidential Information (as defined in the Confidentiality Agreement) provided pursuant to this Section 6.03 shall be subject to the applicable terms and conditions of Section 6.01. Notwithstanding anything to the contrary in this Agreement, Buyer shall not conduct any environmental assessments, compliance evaluation or investigation with respect to any of the premises of any Seller or any Acquired Company other than a Phase I environmental site assessment without the prior written consent of Sellers'

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Representative and ongoing consultation with Sellers' Representative with respect to any such activity (it being understood and agreed that in no event shall any subsurface or other intrusive investigation, sampling or testing of any environmental media be conducted). For the avoidance of doubt, none of Buyer, any of its Affiliates or any of its or their respective Representatives shall be entitled to any information regarding the businesses, assets, liabilities, financial condition or results of operations (including any Tax Returns) of any Seller or any of its Affiliates (other than the Acquired Companies).

(b) Buyer shall indemnify each Seller in respect of, and hold each harmless from and against, any and all third-party Losses (capped at [REDACTED] in the aggregate) suffered, incurred or sustained by Sellers or their Affiliates directly resulting from, arising out of, or relating to the activities of Buyer, its Affiliates and its and their respective Representatives under **Section 6.03(a)**. The foregoing indemnification obligation shall survive until thirty (30) days following the Closing or the earlier termination of this Agreement. None of Buyer, any of its Affiliates or any of its or their respective Representatives shall contact any (i) competitor, customer, supplier, service provider, contractor, lender, partner, director, manager, officer, employee or other agent of any Seller or any of its Affiliates that have business relationships (including prospective business relationships to the Knowledge of Buyer as a result of its investigation of the Acquired Companies in connection with the transactions contemplated by this Agreement) with the Acquired Companies (other than Sellers' Representative), (ii) Governmental Authority or (iii) Representative of any Person described in clause (i) or (ii), in each case, in connection with the transactions contemplated hereby, whether in person or by telephone, mail or other means of communication, without the prior written consent of Sellers' Representative, not to be unreasonably withheld, conditioned or delayed (other than as may be permitted under the Confidentiality Agreement or, in the case of any Governmental Authority and Representatives thereof, in connection with obtaining or making any Consents pursuant to **Section 6.05** or in the ordinary course to the extent unrelated to this Agreement or the transactions contemplated hereby).

Section 6.04 Efforts to Close; Consents.

(a) On the terms and subject to the conditions of this Agreement and applicable Law, each of Buyer, Parent and Sellers shall (and shall cause its respective Controlled Affiliates to) use reasonable best efforts to take (or cause to be taken as applicable) all actions necessary to consummate, as soon as practicable following the Execution Date (but no later than the Termination Date), the transactions contemplated by this Agreement and the other Transaction Documents and cause each of the conditions set forth in **Article VII** to be satisfied (and not waived); *provided* that nothing in this **Section 6.04** shall require Buyer, Parent or any of their respective Affiliates to make any undertaking or take any actions (or permit Sellers to make any undertaking or take any actions) to the extent that such undertaking or action would constitute a Burdensome Condition. Each Party acknowledges and agrees that its obligation to use (and to cause its respective Affiliates to use, as applicable) "reasonable best efforts" for purposes of this **Section 6.04** shall be deemed to require compliance with the express terms of **Section 6.05** with respect to the obtaining or making of any Consents from or applications, or commitments with any Governmental Authority, regardless of whether such terms provide for a standard of performance that is equivalent to or different than a "reasonable best efforts" standard.

(b) Buyer, Parent and Sellers shall (and shall cause its respective Controlled Affiliates to) use its reasonable best efforts to obtain or make, and reasonably cooperate with the other Party in obtaining or making, all Consents set forth on **Section 3.02** and **Section 4.02** of the Sellers Disclosure Schedules (with respect to Sellers) and **Section 5.02** of the Buyer Disclosure Schedules (with respect to Buyer) and any other Consents from any Person (other than any Governmental Authority) necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, as soon as practicable following the Execution Date (but no later than the Termination Date); *provided*, that, in no event shall any Seller, any of its Affiliates, or any of its or their Representatives be required to make any payment, or

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assume any Liability or grant any other accommodation (financial or otherwise) not required to be paid, assumed or granted by the terms of an existing Contract in connection with obtaining a Consent.

Section 6.05 Regulatory Approvals.

(a) Buyer, Parent and Sellers shall (and shall cause its respective Controlled Affiliates to) cooperate to prepare and submit to the applicable Governmental Authority (except (i) the FERC pursuant to Section 203 of the FPA and (ii) any State Commission pursuant to such State Commission's governing Laws, which are addressed in **Section 6.05(e)**), as soon as practicable following the Execution Date (but no later than fifteen (15) Business Days after the date that (A) all Partners (other than the Partners signatory to this Agreement on the Execution Date) have become Joining Sellers during the Signing Period, or, (B) if the Signing Period expires, the Structural Revisions have been completed, all filings that may be required to be made with any Governmental Authority under applicable Laws in connection with consummation of the transactions contemplated by this Agreement and the other Transaction Documents. Buyer, Parent and Sellers shall (and shall cause their respective Controlled Affiliates to) (i) promptly make any subsequent amended or supplemental filings or other submissions to and (ii) respond promptly and completely to requests for information and documents and other inquiries from, all Governmental Authorities, and cooperate with one another in the preparation and review of such filings and other submissions, in each case, in such manner as is necessary and advisable to consummate, as soon as practicable following the Execution Date (but no later than the Termination Date), the transactions contemplated by this Agreement and the other Transaction Documents.

(b) Buyer and Parent shall use reasonable best efforts to not (and shall cause its respective Controlled Affiliates not to) take any action that would reasonably be expected to prevent, materially delay or otherwise materially adversely affect the likelihood of obtaining or making, without any Burdensome Condition, any Consent required to be obtained from or made with any Governmental Authority in connection with the transactions contemplated by this Agreement or the other Transaction Documents. Notwithstanding any other provision of this Agreement, but subject to the proviso at the end of this sentence, Buyer and Parent shall (and shall cause its respective Controlled Affiliates to) use reasonable best efforts to take all actions necessary to obtain or make any such Consent, as soon as practicable following the Execution Date (but no later than the Termination Date), to consummate the transactions contemplated by this Agreement and the other Transaction Documents, including: (i) agreeing to resolving any objections asserted with respect to the transactions contemplated by this Agreement or the other Transaction Documents by any Governmental Authority; (ii) opposing, contesting, resisting, defending, and preventing the entry of any Order, and to have vacated, lifted, reversed, overturned or rescinded any Order, that would prevent, materially delay or otherwise adversely affect the consummation of the transactions contemplated by this Agreement or the other Transaction Documents; (iii) agreeing to entering into any settlement, undertaking, consent decree, stipulation or other agreement with any Governmental Authority in connection with the transactions contemplated by this Agreement or the other Transaction Documents; (iv) opposing, contesting, resisting and defending, through litigation on the merits and all available appeals, any Proceeding challenging the transactions contemplated by this Agreement or the other Transaction Documents; (v) agreeing (with effect from and after the Closing) to divest or otherwise hold separate or take any other action (or otherwise agreeing to do any of the foregoing) with respect to the businesses or assets of Buyer, Parent, its respective Controlled Affiliates or the Acquired Companies; and (vi) agreeing to terminating, modifying or extending any existing relationships or contractual rights or obligations of any of Buyer, Parent, their respective Affiliates or the Acquired Companies (or permitting Sellers to take any of the foregoing actions with respect to the business or assets of the Acquired Companies); *provided*, that none of Buyer, Parent or any of their respective Affiliates shall be required to make any undertaking or take any of the actions (or permit Sellers to make any undertaking or take any of the actions) set forth in this **Section 6.04** or **Section 6.05(b)** to the extent that such undertaking or action would constitute a Burdensome Condition.

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(c) Subject to any applicable confidentiality restrictions and applicable Law, Buyer shall notify Sellers' Representative promptly upon the receipt by Parent, Buyer or any of their respective Affiliates, and Sellers' Representative shall notify Buyer promptly upon the receipt by Sellers' Representative, any Seller or any of its Affiliates, of (i) any comments or questions from any Representative of any Governmental Authority in connection with any filings or other submissions made pursuant to this **Section 6.05** or the transactions contemplated by this Agreement or the other Transaction Documents and (ii) any request by any Representative of any Governmental Authority for any amendments or supplements to any filings or other submissions made pursuant to this **Section 6.05** or documents or other information relating to an investigation of the transactions contemplated by this Agreement or the other Transaction Documents by any Governmental Authority. Whenever any change in facts or circumstances relating to any Seller, Buyer or any of their respective Affiliates or any of the respective businesses or assets occurs that is required to be set forth in any amendment or supplement to any filing or other submission made pursuant to this **Section 6.05**, Sellers' Representative or Buyer, as the case may be, shall promptly inform Buyer or Sellers' Representative, as the case may be, of such occurrence and cooperate in promptly filing or otherwise submitting such amendment, supplement or other submission to the applicable Governmental Authority. Without limiting the generality of the foregoing, Buyer shall provide to Sellers' Representative (or its counsel), and Sellers' Representative shall provide to Buyer (or its counsel), upon reasonable request and subject to appropriate confidentiality protections, copies of all material correspondence between Sellers' Representative, any Seller or any of its Affiliates or Parent, Buyer or any of their respective Affiliates, on the one hand, and any Governmental Authority or any Representative thereof, on the other hand, to the extent that such correspondence relates to the transactions contemplated by this Agreement or the other Transaction Documents. The Parties may, as they deem advisable and necessary, designate any competitively sensitive materials or valuation materials provided to the others under this **Section 6.05** as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and shall not be disclosed by such outside counsel to other Representatives of the recipient without the prior written consent of the Party providing such materials or information. In addition, unless prohibited by applicable Law or by the applicable Governmental Authority, none of Sellers' Representative, any Seller or any of its Affiliates, or Parent, Buyer or any of its Affiliates shall participate in or attend any meeting, or engage in any substantive in person or telephone conversations with, any Governmental Authority or any Representative thereof regarding the transactions contemplated by this Agreement or the other Transaction Documents without consulting with Buyer or Sellers' Representative, as the case may be, in advance, considering in good faith its views, and providing it with the opportunity to attend and participate with reasonable advance notice. Subject to applicable Law and to the extent reasonably practicable, the Parties shall consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, and proposals made or submitted to any Governmental Authority regarding the transactions contemplated by this Agreement or the other Transaction Documents by or on behalf of any Party.

(d) In addition to the cooperation requirements set forth in **Section 6.04(a)**, **Section 6.05(b)** and **Section 6.05(c)**, Sellers shall, and shall cause the Acquired Companies to, and Buyer and Parent shall cooperate with one another and use their respective reasonable best efforts to take or cause to be taken all actions, and do or cause to be done, and assist and cooperate with the other Parties in doing, all things reasonably necessary, proper or advisable on its part under this Agreement and applicable Laws to consummate and make effective the transactions contemplated by this Agreement, as promptly as reasonably practicable. Sellers agree that, prior to the termination of this Agreement, they will not withdraw, or cause the Acquired Companies to withdraw, any Applications made pursuant to the terms of this Agreement without the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in this **Section 6.05** or otherwise in this Agreement, in connection with any filing necessary to obtain the Consents set forth on Section 3.03 of the Sellers Disclosure Schedule and Section 5.03 of the Buyer Disclosure Schedule (the "**Applications**"), Sellers (and the Acquired Companies as caused by Sellers) will not object to Buyer or Parent leading, in

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close cooperation with Sellers and the Acquired Companies, (A) the scheduling and conducting of all formal meetings with all Governmental Authorities (and the staffs thereof), (B) the coordination and making of all Applications and filings with any Governmental Authority, and (C) the process for obtaining any consents, registrations, approvals, permits and authorizations of any Governmental Authority, in each case, as may be necessary or advisable to be made or obtained in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement. Buyer and Parent shall also have the right to reasonably determine the content, terms and conditions of such Applications (and any amendments or supplements thereto) and filings, subject to the consent of Sellers' Representative (not to be unreasonably withheld, conditioned, or delayed), and to resolve any investigation or other inquiry of any Governmental Authority (and the staffs thereof), in each case, as may be necessary or reasonably advisable to be made or obtained (in the case of such applications or filings) or resolved (in the case of such investigations and other inquiries), in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement. Prior to making any decisions pursuant to this **Section 6.05(d)**, Buyer and Parent (as applicable) shall consult and collaborate in good faith with Sellers' Representative and the Acquired Companies with respect to such decisions and consider in good faith the views of Sellers' Representative.

(e) Buyer shall prepare and submit to the FERC pursuant to Section 203 of the FPA and any State Commission pursuant to such State Commission's governing Laws as soon as practicable (but no later than thirty (30) days) after the date that (A) all Partners (other than the Partners signatory to this Agreement on the Execution Date) have become Joining Sellers during the Signing Period, or, (B) if the Signing Period expires, the Structural Revisions have been completed, any filings that may be required to be made therewith under applicable Laws in order to obtain approval for the transactions contemplated by this Agreement and the other Transaction Documents, and Sellers and the Acquired Companies shall use their respective reasonable best efforts to cooperate with Buyer in connection therewith.

(f) In the event that any Governmental Authority to which any filing is required to be submitted by any given date or within any given period pursuant to this **Section 6.05** is closed or not accepting filings ("**Government Closure**"), such date or period shall be extended Business Day-for-Business Day, for each Business Day the Government Closure is in effect.

(g) Buyer shall be responsible for the payment of any filing fees required to be paid to any Governmental Authority with any filings required to be submitted pursuant to this **Section 6.05** in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.06 Tax Matters.

(a) The Parties acknowledge and agree that for U.S. federal income Tax purposes, the sale and purchase of the Company Interests will, in accordance with IRS Revenue Ruling 99-6, 1999-1 C.B. 432, be treated (i) from Buyer's perspective, as a purchase of the equity of GridLiance Management and the assets of the other Acquired Companies from Sellers, and (ii) from Sellers' perspective, a sale of 100% of the Company Interests to Buyer for the Purchase Price. Buyer shall prepare and deliver to Sellers' Representative a draft schedule allocating the Purchase Price (and liabilities and any other items treated as consideration for U.S. federal income Tax purposes) among the assets treated as acquired for tax purposes (the "**Tax Allocation**") within sixty (60) days following the final determination of the Purchase Price pursuant to **Section 2.05**. If Sellers' Representative disputes any items in Buyer's proposed Tax Allocation, then no later than twenty (20) days after receipt thereof, Sellers' Representative shall deliver to Buyer in writing any changes Sellers' Representative proposes to be made to the Tax Allocation. Buyer and Sellers' Representative shall negotiate in good faith to reach a common agreement and any such common agreement on a final agreed Tax Allocation and any such agreed Tax Allocation shall be final and binding on the

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Parties. If Buyer and Sellers' Representative are unable to agree on the Tax Allocation or any revisions thereto within twenty (20) days after Buyer's receipt of Sellers' Representative's proposed changes, each Party may file its own Tax Returns consistent with its own determination of the proper allocation of the purchase price, liabilities and any other amounts treated as consideration for U.S. federal income tax purposes.

(b) Buyer and Sellers' Representative shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with any Tax matter related to the Acquired Companies, including with respect to the preparation and filing of any Tax Returns and any Tax Proceeding. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such Tax Return or any Tax Proceeding and, subject to the limitations set forth in **Section 6.03** (which for this purpose shall apply *mutatis mutandis* to limit Buyer's obligations to Sellers' Representative), making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Buyer and Sellers' Representative further agree, upon request and at the sole expense of the requestor, to use commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any such Taxes.

(c) Sellers shall timely prepare and file, or cause to be timely prepared and filed (in each case including extensions) all Tax Returns of the Acquired Companies (other than Pre-Closing Pass-through Income Tax Returns, which shall be governed by clause (d) below) that are required to be filed on or before the Closing Date, and the Acquired Companies will timely pay, or cause to be timely paid, all Taxes due and payable on such Tax Returns. Absent the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), all such Tax Returns will be prepared by treating items on such Tax Returns in a manner materially consistent with the past practices of the Acquired Companies except as required by Law. Before filing any income, property or other material Tax Return described in this **Section 6.06(b)**, Sellers' Representative will present such Tax Return to Buyer for Buyer to review and approve, which approval will not be unreasonably withheld, conditioned or delayed and Sellers' Representative will incorporate such revisions to such Tax Returns as are reasonably requested within fifteen (15) days after the date Buyer received such Tax Returns from Sellers' Representative.

(d) Sellers' Representative shall timely prepare and file, or cause to be timely prepared and filed (in each case including extensions) all Pass-through Income Tax Returns of the Partnership for all Tax periods ending on or before the Closing Date ("**Pre-Closing Pass-through Income Tax Returns**") due or filed after the Execution Date. To the extent practicable, all such Pre-Closing Pass-through Income Tax Returns will be prepared by treating items on such Pre-Closing Pass-through Income Tax Returns in a manner materially consistent with the past practices of the Partnership except as required by Law. Before filing any such Pre-Closing Pass-through Income Tax Return, Sellers' Representative will present such Pre-Closing Pass-through Income Tax Return to Buyer for Buyer to review and Sellers' Representative will in good faith (x) incorporate any revisions, in the case of any Pre-Closing Pass-through Income Tax Returns to be filed by Buyer or (y) consider any revisions, in the case of any Pre-Closing Pass-through Income Tax Returns filed by Sellers to such Pre-Closing Pass-through Income Tax Returns as are reasonably requested by Buyer within fifteen (15) days after the date Buyer received such Pre-Closing Pass-through Income Tax Returns from Sellers' Representative. Sellers' Representative shall deliver, or cause to be delivered, to Buyer all Pre-Closing Pass-through Income Tax Returns that are required to be filed by Buyer or the Acquired Companies after the Closing Date at least fifteen (15) days prior to the due date for filing such Pre-Closing Pass-through Income Tax Returns (taking into account any extensions) and Buyer shall timely file or cause to be timely filed such Tax Returns.

(e) [Reserved].

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(f) On or before the Closing Date, the rights and obligations of the Acquired Companies pursuant to all Tax sharing agreements or arrangements (other than this Agreement) to which any of the Acquired Companies, on the one hand, and Sellers or any Affiliate of Sellers (other than an Acquired Company), on the other hand, are parties shall terminate as of the Closing and, after the Closing Date, the Acquired Companies shall not be bound thereby or have any liability thereunder.

(g) Unless otherwise requested by Buyer, the Partnership shall make a timely valid protective election under Code Section 754 for its taxable period that includes the Closing Date.

(h) Sellers' Representative shall notify Buyer within ten (10) Business Days of the receipt by any Seller of any written notice of any Tax Proceeding relating to an Acquired Company. In addition, for any tax year of any Acquired Company beginning on or before the Closing Date that is subject to the provisions of Subchapter C of Subtitle F, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 (the "**BBA**" and such provisions, the "**BBA Procedures**"), the following shall apply:

(i) Buyer and Sellers agree to make, or cause the Acquired Company to make, an election to "push out" any U.S. federal income tax audit adjustment resulting from a Tax Proceeding to Sellers in accordance with the alternative procedures under Section 6226 of the Code and the regulations thereunder (a "**Push-Out Election**").

(ii) Subject to Section 6.06(h)(i), Sellers' Representative will control any Tax Proceeding attributable to any Pre-Closing Pass-through Income Tax Return; *provided*, that, with respect to any such Tax Proceeding that would reasonably be expected to result in a Tax liability for Buyer or its Affiliates (including any Acquired Company), (A) Buyer will be allowed to participate (upon notice to Sellers' Representative, and at Buyer's sole expense) in any such Tax Proceeding, (B) Sellers' Representative shall promptly provide the Buyer with copies of all material correspondence and notices in connection with the Tax Proceeding; (ii) Sellers' Representative shall provide reasonable notice of, and permit Buyer and its counsel to attend, all material meetings, conferences or proceedings with the applicable taxing authority; (iii) keep Buyer reasonably informed of all material developments relating to the Tax Proceeding and consult in good faith with Buyer with respect to any material issue relating to such Tax Proceeding; (iv) provide Buyer with a copy of, and a reasonable opportunity to review and comment on, all material submissions made to a taxing authority in connection with such Tax Proceeding and shall incorporate any reasonable revisions to such submissions requested by Buyer; and (v) not enter into any settlement in connection with such Tax Proceeding without the consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed).

(iii) Each of Sellers' Representative and Buyer shall notify the other within ten (10) calendar days of its (or, with respect to Buyer, the Acquired Company's) receipt of any written notice of any Tax Proceeding relating to any Pre-Closing Pass-through Income Tax Returns of any Acquired Company. Buyer and Sellers and the Acquired Company shall cooperate in connection with the BBA Procedures (including providing any information or assistance reasonably deemed necessary in connection with the BBA Procedures).

(i) Buyer and Sellers shall be equally responsible for all sales (including bulk sales), use, value added, documentary, stamp, gross receipts, registration, transfer, conveyance, excise, recording, license, stock transfer stamps, real estate transfer and other similar Taxes and fees arising out of or in connection with or attributable to the transactions effected pursuant to this Agreement ("**Transfer Taxes**"). Buyer shall prepare and file such Tax Returns and pay the Taxes shown as due thereon, and Sellers' Representative shall pay to Buyer its fifty percent (50%) share of such Transfer Tax at least five (5) Business Days prior to the date such Transfer Taxes are due. Sellers' Representative and Buyer shall each, and shall each cause

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their Affiliates to, cooperate in the timely preparation and filing of, and, if necessary, join in the execution of, any such Tax Returns and other documentation.

Section 6.07 Insurance. Sellers shall cause to be maintained in full force and effect the Insurance Policies (or replacements thereof with comparable coverage) until the Closing. Buyer shall be solely responsible from and after the Closing for providing or procuring insurance for the Acquired Companies. If any loss occurs prior to the Closing which is insured under any insurance policy for the Acquired Companies, notice associated with such claims or losses shall be tendered to the applicable insurers prior to the Closing, and Sellers shall use reasonable best efforts to ensure that the Acquired Companies can file, notice and otherwise continue to pursue such claims and recover proceeds under the terms of such policies (but only to the extent such policies otherwise permit such recovery following termination thereof), Sellers' Representative shall respond to reasonable requests for information by Buyer necessary for Buyer or the Acquired Companies to pursue of such claims, and Sellers will pay over to the Acquired Companies any proceeds of any insurance recovered under any such policy by Sellers, other than any such proceeds that have been or will be applied to repair or replace the property subject to such claim. Sellers shall provide such cooperation and assistance as may be reasonably requested by Buyer in connection with Buyer obtaining a representations and warranties insurance policy in connection with the transactions contemplated hereby.

Section 6.08 Intercompany Accounts and Affiliate Contracts. At or prior to the Closing, each Seller shall have caused (a) all Liabilities under the Intercompany Accounts to be paid, settled, netted, cancelled, forgiven or released and (b) all Affiliate Contracts to which such Seller or any of its Affiliates (other than the Acquired Companies) is a party to be terminated, in each case, without any further force or effect following the Closing such that Buyer and the Acquired Companies, on the one hand, and such Seller and its Affiliates (other than the Acquired Companies), on the other hand, do not have any further rights or interests in any asset, property or Contract of one another or any further Liability to one another in respect thereof following the Closing.

Section 6.09 Employee and Employee Benefits Matters.

(a) For at least one (1) year following the Closing Date, Buyer shall and shall cause its Affiliates to provide each employee of each Acquired Company with (a) the same base salary or hourly wage rate as provided to each such employee immediately prior to the Closing Date, (b) cash incentive compensation opportunities and other cash compensation that are no less favorable than provided to each such employee immediately prior to the Closing Date, (c) other benefits (excluding equity arrangements and defined benefit pension benefits) that are no less favorable in the aggregate than the benefits available to each such employee immediately prior to the Closing Date, or if greater, the benefits available to similarly situated employees of Buyer and its Affiliates under the Buyer's Plans (as defined below), and (d) severance benefits that are no less favorable than provided to each such employee under the applicable severance benefit plans, programs, policies, agreements or arrangements as in effect immediately prior to the Closing Date. Buyer further agrees that, from and after the Closing Date, Buyer shall and shall cause its Affiliates to grant all employees of the Acquired Companies credit for all service with Sellers and their Affiliates (including the Acquired Companies) prior to the Closing Date for purposes of eligibility, participation, determining levels of benefits and vesting (but not for benefit accrual under a defined benefit pension plan or eligibility for any company-subsidized retiree benefits) under any benefit or compensation plan, program, policy, agreement or arrangement maintained by Buyer, any of the Acquired Companies or any of its or their respective Affiliates on or after the Closing Date (the "**Buyer's Plans**"). In addition, Buyer shall (i) cause to be waived for the employees of the Acquired Companies (and their dependents) all pre-existing condition exclusions, actively-at-work requirements and similar limitations, eligibility waiting periods, and evidence of insurability requirements under the Buyer's Plans, and (ii) cause any deductible, co-insurance, co-payments, and out-of-pocket expenses paid by the employees of the Acquired Companies (and their

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dependents) under the Benefit Plans on or before the Closing Date to be taken into account under any applicable Buyer's Plan. Buyer and its Affiliates (including the Acquired Companies) shall be solely responsible for any and all obligations under Code Section 4980B with respect to all "M&A qualified beneficiaries" as defined in Treasury Regulation Section 54.4980B-9 and for the avoidance of doubt, with respect to all individuals who lose coverage due to the termination of each Benefit Plan that is a group health plan. Seller and Buyer shall mutually cooperate to comply with requirements under this **Section 6.09**.

(b) In respect of all annual bonuses or commissions with a completed performance period that are accrued but unpaid as of immediately prior to the Closing (each, a "**Complete Performance Annual Bonus**"), Seller shall cause one or more of the Acquired Companies, as applicable, to pay, no later than immediately prior to the Closing, all Complete Performance Annual Bonuses that are accrued but unpaid as of immediately prior to the Closing to all employees of the Acquired Companies who are eligible for Complete Performance Annual Bonuses. In respect of all annual bonuses or commissions with an incomplete performance period as of the Closing (each, an "**Incomplete Performance Annual Bonus**"), Seller shall, or shall cause one or more of the Acquired Companies, to pay, no later than immediately prior to the Closing, an Incomplete Performance Annual Bonus to all employees of the Acquired Companies who are eligible for Incomplete Performance Annual Bonus, in an amount equal to the greater of (x) the applicable amount that is accrued for each Incomplete Performance Annual Bonus based on achievement of actual performance through the Closing Date, and (y) the applicable amount based on achievement assuming target performance, but, in either case, pro-rated to reflect the number of calendar days from the beginning of the performance period through the Closing Date. Following the Closing, Buyer shall, or shall cause one or more of its Affiliates, to pay an Incomplete Performance Annual Bonus on the applicable payment date under the terms of the applicable Benefit Plan or in accordance with the applicable Acquired Companies' past practice, in an amount equal to the applicable amount based on achievement assuming target performance, but pro-rated to reflect the number of calendar days from the first calendar day following the Closing Date through the end of the applicable performance period.

(c) The Parties acknowledge and agree that all provisions contained in this **Section 6.09** are included for the sole benefit of Buyer, on the one hand, and the Company, on the other hand, and that nothing in this Agreement, whether express or implied, shall create any third-party beneficiary or other rights (i) in any other Person, including any employee or former employee of the Acquired Companies, any participant in any employee benefit plan maintained by Buyer or any of its Affiliates or any dependent or beneficiary thereof or (ii) to continued employment with Buyer or any of its Affiliates.

(d) Nothing contained herein, express or implied, is intended to confer any rights (including any third-party beneficiary rights), remedies or claims upon any employee of any Acquired Company or any other Person, other than the Parties to this Agreement, or shall constitute an amendment to or any other modification of any Benefit Plan, or shall be treated as an amendment or modification of any employee benefit plan maintained by Buyer or any of its Affiliates.

Section 6.10 D&O Indemnified Parties.

(a) Buyer acknowledges and agrees that all rights to indemnification, expense advancement, and exculpation for actions or omissions of all current and former directors, managers and officers of the Acquired Companies (the "**D&O Indemnified Parties**") occurring at or prior to the Closing, as set forth in the Organizational Documents of the Acquired Companies as in effect on the Execution Date shall survive the Closing and shall continue in full force and effect for a period of not less than six years. From and after the Closing Date until the sixth anniversary thereof, Buyer shall (and shall cause the Acquired Companies to) maintain the provisions with respect to indemnification, expense advancement and exculpation of the D&O Indemnified Parties as set forth in the Organizational Documents of the Acquired

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Companies as of the Execution Date, which provisions shall not be terminated, amended, repealed or otherwise modified in any manner with respect to the rights thereunder of any D&O Indemnified Party (other than any amendment, repeal or other modification thereof agreed to in writing by such D&O Indemnified Party). Any claims for indemnification, advancement of expenses or exculpation pursuant to such Organizational Documents as to which Buyer or any Acquired Company has received written notice before the sixth anniversary of the Closing Date will survive until such claims have been finally adjudicated, settled or otherwise resolved.

(b) Prior to the Closing, Sellers shall cause the Acquired Companies to purchase an officers' and directors' liability insurance "tail" policy, covering the Persons who are covered by the officers' and director's liability insurance policies currently maintained by Sellers with respect to the Acquired Companies (at the same level and scope of coverage as in effect on the Execution Date), with a duration of six (6) years from the Closing Date, *provided, however*, the cost of such policy shall be borne by Buyer.

(c) If Buyer, any of the Acquired Companies, or any of its or their respective successors or assigns (i) consolidates with or merges into any other Person and will not be the continuing or surviving entity of such consolidation or merger or (ii) transfers all or substantially all of its assets to any Person, then, in each such case, Buyer shall cause proper provision to be made so that the successors and assigns of Buyer or such Acquired Company will assume the obligations set forth in this **Section 6.10**.

Section 6.11 Post-Closing Access to Books and Records. For a period of seven years following the Closing Date, Buyer shall (and shall cause its Affiliates to) provide Sellers' Representative, its Affiliates and its and their Representatives reasonable access, during normal business hours, to the personnel, books and records of the Acquired Companies (and Buyer and its Affiliates (other than the Acquired Companies) to the extent relating to the Acquired Companies) for periods prior to the Closing as may be necessary for (a) investigating, settling, preparing for the defense or prosecution of, defending or prosecuting any audit or Proceeding, (b) preparing reports to equity holders or Governmental Authorities. Buyer shall (and shall cause its Affiliates to), or (c) preparing Tax Returns, pursuing Tax Refunds or responding to or disputing any Tax Proceeding, for a period of seven years following the Closing Date, maintain and preserve all books and records of the Acquired Companies (and Buyer and its Affiliates (other than the Acquired Companies) to the extent relating to the Acquired Companies) for periods prior to the Closing.

Section 6.12 Press Releases and Communications. No press release or other public announcement or other disclosure related to this Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby shall be issued by any Party without, prior to such announcement or disclosure, (a) consulting with Buyer and Sellers' Representative regarding the timing and content of such announcement or disclosure and (b) giving Buyer or Sellers' Representative (as applicable) a reasonable opportunity to review and comment; *provided*, that no such press release, public announcement or other disclosure shall include the Purchase Price (or the amount of any specific component thereof) without the prior written consent of the non-disclosing Party, not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this **Section 6.12**, the Parties shall not be restricted from disclosing any information regarding the transactions contemplated by the Agreement or the other Transaction Documents (i) if required to be disclosed by applicable Law, any Governmental Authority or any rule or other requirement of any applicable securities exchange, (ii) to any of its direct and indirect equity holders, Affiliates and its and their respective Representatives and financing sources, (iii) for purposes of compliance with its or its Affiliates' respective financial reporting obligations or (iv) in connection with its or its Affiliates' respective fundraising or marketing activities; *provided* that such disclosures are not inconsistent in any material respect with the disclosures previously made pursuant to this **Section 6.12**.

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Section 6.13 Real Property Title Policy and Estoppel Cooperation. During the Interim Period, Sellers shall, and shall cause the Acquired Companies to, use their commercially reasonable efforts to assist Buyer in (a) obtaining an irrevocable commitment for issuance of one or more policies of extended coverage commercial title insurance in policy amounts acceptable to Buyer insuring title in the Real Property or a bring down of the existing title policy and (b) obtaining estoppel certificates from each counterparty to a Material Contract for the non-owned Material Real Property certifying that the applicable Material Contract is in full force and effect, without default by any party thereto, and that such Material Contract has not been modified except as has been previously disclosed to Buyer; *provided, however*, the foregoing shall not obligate Sellers to request or obtain any other estoppel certificates regarding the Real Property nor provide affidavits or indemnifications to Buyer's title company in connection with the issuance of Buyer's title policy. The cost of such title policy shall be paid by Buyer. For the avoidance of doubt, the receipt of any title policy or endorsement thereto or any estoppel certificate shall not be a condition precedent to Closing.

Section 6.14 Joining Sellers. Sellers' Representative shall, no more than two (2) Business Days after the Execution Date, provide written notice (a "**Drag-Along Notice**") to each Partner that is not a signatory to this Agreement on the Execution Date of its entry into a Drag-Along Transaction and such Partner's obligation to deliver an executed counterpart to this Agreement pursuant to Section 3.5 of the Partnership Agreement. A joinder, in the form attached hereto as Exhibit C, shall be attached to such Drag-Along Notice and such notice shall instruct such Partner to promptly execute and return such joinder agreement (each, a "**Joinder**") back to Sellers' Representative. Upon receipt, Sellers' Representative will provide a copy of such executed Joinder to Buyer in accordance with **Section 10.01**. Upon delivery of such duly executed Joinder to Buyer, such joining Partner (each, a "**Joining Seller**") shall be deemed a Seller for all purposes hereunder. If after ten (10) days following the Execution Date (the "**Signing Period**"), any Partner (other than Partners signatory to this Agreement on the Execution Date) has not become a Joining Seller, the Sellers' Representative and Buyer shall amend this Agreement, making only those modifications as are necessary for Buyer to be in the same position as if all Sellers were a party hereto, including providing for a merger of the Partnership with a newly-formed entity ("**MergeCo**") wholly owned by Buyer, with the Partnership surviving such merger and with Buyer being the sole equityholder of the Partnership upon consummation of such merger in lieu of Buyer purchasing the Partnership Interests from Seller as contemplated by **Section 2.01(a)** (the completion of such modifications, the "**Structural Revisions**"). For the avoidance of doubt, no modifications shall be made with respect to the purchase and sale of the LLC Interests.

Section 6.15 Directors and Officers. Sellers' Representative shall deliver to Buyer a true and complete list of all of the names and titles of each of the directors, managers, and officers of the Acquired Companies (the "**D&O List**") ten (10) Business Days prior to Closing.

ARTICLE VII
CONDITIONS TO CLOSING

Section 7.01 Conditions to All Parties' Obligations. The obligation of each Party to consummate the transactions contemplated by this Agreement is subject to the satisfaction or, if permissible, waiver of the following conditions:

(a) no Governmental Authority shall have issued, enacted, entered, promulgated or enforced any Law (that is final, non-appealable and has not been vacated, withdrawn or overturned) nor is any Proceeding pending restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, except any pending Proceeding as would not reasonably be expected to have a Material Adverse Effect;

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(b) all applicable waiting periods (and any extensions thereof) under the HSR Act shall have expired or been terminated; and

(c) The Consents set forth as items 1-5 on Section 3.03 of the Sellers Disclosure Schedule shall have been obtained and be in full force and effect.

Section 7.02 Conditions to Buyer's Obligations. The obligation of Buyer and Parent to consummate the transactions contemplated by this Agreement is subject to the satisfaction or, if permissible, waiver of the following conditions:

(a) (i) the Sellers Fundamental Representations (excluding the representations in **Section 4.05(b)**) shall be true and correct in all respects as of the Closing Date (except for such representations and warranties expressly made as of a specified date, in which case, as of such date) with the same force and effect as though made on such date and (ii) the representations and warranties (other than the Sellers Fundamental Representations (excluding the representations in **Section 4.05(b)**) set forth in **Article III** and **Article IV**) shall be true and correct as of the Closing Date (except for such representations and warranties expressly made as of a specified date, in which case, as of such date) with the same force and effect as though made on such date (disregarding all qualifications as to "materiality," "Material Adverse Effect" or similar qualifications), except where the failure of such representations and warranties to be true and correct as of such date, would not, individually or in the aggregate, have a Material Adverse Effect;

(b) each Seller shall have complied in all material respects with all of the covenants and agreements hereunder required to be complied with by such Seller at or prior to the Closing;

(c) Sellers' Representative shall have delivered or caused to be delivered all of the items set forth in **Section 2.04(b)**; *provided, that* if Sellers' Representative fails to deliver any item described in Section 2.04(b)(iv), Buyer's sole recourse shall be to withhold any Taxes required to be withheld under applicable Law as a result of such failure;

(d) No Governmental Authority shall have issued, enacted, entered, promulgated or enforced any Law (that is final, non-appealable and has not been vacated, withdrawn or overturned) that imposes any Burdensome Condition with respect to any Required Consent; and

(e) each Partner that is not a Seller as of the Execution Date shall have become a Joining Seller or the Parties shall have amended this Agreement in accordance with **Section 6.14**;

Section 7.03 Conditions to Sellers' Obligations. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the satisfaction or, if permissible, waiver of the following conditions:

(a) (i) the Buyer Fundamental Representations shall be true and correct in all respects as of the Closing Date (except for such representations and warranties expressly made as of a specified date, in which case, as of such date) with the same force and effect as though made on such date and (ii) the representations and warranties (other than the Buyer Fundamental Representations) set forth in **Article V** shall be true and correct as of the Closing Date (except for such representations and warranties expressly made as of a specified date, in which case, as of such date) with the same force and effect as though made on such date (disregarding all qualifications as to "materiality," "Material Adverse Effect" or similar qualifications), except where the failure of such representations and warranties to be true and correct as of such date, would not, individually or in the aggregate, have a Material Adverse Effect;

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(b) Buyer and Parent shall have complied in all material respects with all of the covenants and agreements hereunder required to be complied with by Buyer or Parent, as applicable at or prior to the Closing; and

(c) Buyer shall have delivered or caused to be delivered all of the items set forth in **Section 2.04(c)**.

**ARTICLE VIII
SURVIVAL AND REMEDIES**

Section 8.01 Survival. None of the representations, warranties, covenants or agreements set forth in this Agreement (or in any certificate delivered pursuant hereto) shall survive the Closing, other than each covenant and agreement set forth in this Agreement that by its terms is to be performed following the Closing, which shall survive the Closing until fully performed. No Party or any of its respective Affiliates shall have any Liability with respect to any representation, warranty, covenant or agreement from and after the time that such representation, warranty, covenant or agreement ceases to survive hereunder (*provided*, that, the foregoing shall not limit (a) any claim or recovery that may be available to Buyer under any representation and warranty insurance policy that may be procured by Buyer in connection with the transactions contemplated hereby, (b) any claim or recovery that may be available to any Party under **Section 2.05** or **Section 2.06**, or (c) any for claim of Fraud). The Parties agree that, other than in the case of Fraud of any Seller, no Seller or its Affiliates shall be liable to the insurer under any representation and warranty insurance policy purchased by, or on behalf of, Buyer for subrogation claims pursuant to such representation and warranty insurance policy, and Buyer covenants and agrees that any representation and warranty insurance policy will include a waiver of such subrogation claims for the benefit of Sellers and their respective Affiliates.

Section 8.02 Exclusive Remedy; Disclaimer.

(a) From and after the Closing, the remedies provided in **Section 2.05**, **Section 2.06**, **Section 6.06** and **Section 8.01** shall be the sole and exclusive remedies for any and all claims against any Party to the extent arising under, out of, related to or in connection with this Agreement. Without limiting the generality of the foregoing and subject to this **Article VIII**, **Article IX** and **Section 10.13**, each of Buyer and each Seller hereby waives, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action that it or any of its respective Affiliates may have against the other Party, any of its Affiliates or any of its or their respective Representatives with respect to the subject matter of this Agreement, whether under any contract, misrepresentation, tort, or strict liability theory, or under applicable Law, and whether at law or in equity.

(b) EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN **ARTICLE III**, **ARTICLE IV** AND IN ANY CERTIFICATE DELIVERED PURSUANT HERETO, THE COMPANY INTERESTS, THE ACQUIRED COMPANIES AND THEIR RESPECTIVE BUSINESSES ARE BEING ACQUIRED “AS IS, WHERE IS,” AND EACH SELLER, ITS AFFILIATES AND ITS AND THEIR REPRESENTATIVES EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO LIABILITIES, OPERATIONS, TITLE, CONDITION, VALUE, OR QUALITY OF THE ASSETS OF THE ACQUIRED COMPANIES, OR THEIR RESPECTIVE BUSINESSES OR ANY PART THEREOF OR THE PROSPECTS (FINANCIAL AND OTHERWISE), RISKS AND OTHER INCIDENTS OF ANY SELLER, ANY OF ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE REPRESENTATIVES AS THEY RELATE TO THE COMPANY INTERESTS, THE ACQUIRED COMPANIES AND THEIR RESPECTIVE BUSINESSES, AND EACH SELLER, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE REPRESENTATIVES EXPRESSLY DISCLAIM, AND BUYER HEREBY WAIVES, ON

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BEHALF OF ITSELF AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE REPRESENTATIVES, ANY REPRESENTATION OR WARRANTY OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, USAGE, OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THE SUFFICIENCY OR CONDITION OF ASSETS OF THE ACQUIRED COMPANIES OR THEIR RESPECTIVE BUSINESSES OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE WITH AND LIABILITIES ARISING UNDER ENVIRONMENTAL LAWS (INCLUDING WITH RESPECT TO THE USE, PRESENCE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES AND ANY LIABILITIES ARISING UNDER OR WITH RESPECT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OR ANY OTHER ANALOGOUS FEDERAL, STATE OR FOREIGN LAW OR REGULATION), IN EACH CASE EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE III, ARTICLE IV AND IN ANY CERTIFICATES DELIVERED PURSUANT HERETO.

Section 8.03 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, EXCEPT IN THE CASE OF FRAUD, NO PARTY SHALL HAVE ANY LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING LOSS OF FUTURE REVENUE OR INCOME, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY RELATING TO THE BREACH OR ALLEGED BREACH OF THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OTHER THAN DAMAGES THAT ARE THE REASONABLY FORESEEABLE RESULT OF A BREACH OF THIS AGREEMENT BY SUCH PARTY OR DAMAGES PAYABLE IN SATISFACTION OF A THIRD-PARTY CLAIM.

ARTICLE IX
TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing only as follows:

- (a) by the mutual written consent of Buyer and Sellers' Representative;
- (b) by Buyer or Sellers' Representative, by written notice to Sellers' Representative or Buyer, if the Closing shall not have occurred on or prior to [REDACTED] of the Execution Date (the "**Termination Date**"); *provided*, that, if all conditions to the Closing set forth in Article VII have been satisfied or waived (other than those conditions which by their terms cannot be satisfied until the Closing, but subject to their ability to be satisfied at the Closing), other than any condition set forth in Section 7.01(b) or Section 7.01(c), and such failure to be satisfied or waived is due to any delay resulting from any Government Closure with respect to any Governmental Authority necessary for the satisfaction of such condition, such Termination Date shall be automatically extended Business Day-for-Business Day, for each Business Day that any such Government Closure is in effect; *provided, further* without limiting any automatic extension granted as a result of the preceding proviso, either Buyer or Sellers' Representative may, by written notice to the other Party, extend the Termination Date for [REDACTED] if all conditions to the Closing set forth in Article VII have been satisfied or waived (other than those conditions which by their terms cannot be satisfied until the Closing, but subject to their ability to be satisfied at the Closing), other than any condition set forth in Section 7.01(b) or Section 7.01(c) and such condition is reasonably capable of being satisfied [REDACTED] of the Execution Date and no Governmental Authority has imposed any Burdensome Condition with respect to the Required Consents; *provided, further*, that, the right to terminate this Agreement pursuant to this Section 9.01(b) shall not be available to Buyer or Sellers' Representative

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if the failure of the Closing to occur on or prior to such date is a result of any breach by such Party (or, with respect to Sellers' Representative, by any Seller) of this Agreement; *provided further* that the Termination Date and any extension thereof shall be automatically extended on a day-for-day basis for each day until the date that (A) all Partners (other than the Partners signatory to this Agreement on the Execution Date), have become Joining Sellers during the Signing Period, or, (B) if the Signing Period expires, the Structural Revisions have been completed.

(c) by Buyer or Sellers' Representative, by written notice to Sellers' Representative or Buyer, if any Governmental Authority shall have issued, enacted, entered, promulgated or enforced any Law (that is final, non-appealable, and has not been vacated, withdrawn or overturned), restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement; *provided*, that, the right to terminate this Agreement pursuant to this **Section 9.01(c)** shall not be available to Buyer or Sellers' Representative if such issuance, enactment, entry, promulgation or enforcement is a result of any breach by such Party (or, with respect to Sellers' Representative, by any Seller) of this Agreement;

(d) by Buyer if (i) there is a breach of any covenant or agreement of any Seller set forth in this Agreement or (ii) any representation or warranty of any Seller is inaccurate, in each case, that (A) would reasonably be expected to result in the failure of any of the conditions set forth in **Section 7.01** or **Section 7.02** (which for the purpose of such clauses it shall be assumed such breach is continuing as of the Closing) to be satisfied and (B) is not curable, or, if curable, is not cured within the earlier of (1) thirty (30) days after written notice of such breach is given to Sellers' Representative by Buyer and (2) five (5) Business Days prior to the Termination Date; *provided*, that, the right to terminate this Agreement pursuant to this **Section 9.01(d)** shall not be available to Buyer if Buyer is in breach of this Agreement and such breach would reasonably be expected to result in the failure of any of the conditions set forth in **Section 7.01** or **Section 7.03** to be satisfied;

(e) by Sellers' Representative if (i) there is a breach of any covenant or agreement of Buyer or Parent set forth in this Agreement or (ii) any representation or warranty of Buyer or Parent is inaccurate, in each case, that (A) would reasonably be expected to result in the failure of the conditions set forth in **Section 7.01** or **Section 7.03** (which for the purpose of such clauses it shall be assumed such breach is continuing as of the Closing) to be satisfied and (B) is not curable, or, if curable, is not cured within the earlier of (1) thirty (30) days after written notice of such breach is given to Buyer by Sellers' Representative and (2) five (5) days prior to the Termination Date; *provided*, that, the right to terminate this Agreement pursuant to this **Section 9.01(e)** shall not be available to Sellers' Representative if any Seller is in breach of this Agreement and such breach would reasonably be expected to result in the failure of any of the conditions set forth in **Section 7.01** or **Section 7.02** to be satisfied;

(f) by Sellers' Representative, if (i) the conditions set forth in **Section 7.01** and **Section 7.02** are satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing but which are capable of being satisfied at the Closing if the Closing were to occur), (ii) Sellers' Representative delivers to Buyer an irrevocable written notice on or after the date that the Closing is required to occur pursuant to **Section 2.04(a)** that all conditions set forth in **Section 7.01** and **Section 7.02** have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing but which are capable of being satisfied at the Closing if the Closing were to occur) and Sellers are ready, willing and able to proceed with Closing in accordance with **Section 2.04(a)** and (iii) within three (3) Business Days after Sellers' Representative's delivery of such notice to Buyer (or, if sooner, the Termination Date), Buyer fails to deliver the payments required to be made by Buyer in accordance with **Section 2.02** to consummate the Closing; or

(g) by Buyer, by written notice to Sellers' Representative, if any Governmental Authority shall have issued, enacted, entered, promulgated or enforced any Law (that is final, non-appealable, and has not

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been vacated, withdrawn or overturned) imposing any Burdensome Condition with respect to any Required Consent; *provided*, that the right to terminate this Agreement pursuant to this Section 9.01(g) shall not be available to Buyer if such issuance, enactment, entry, promulgation or enforcement is a result of any breach by Buyer of this Agreement.

Section 9.02 Effect of Termination.

(a) If this Agreement is terminated pursuant to and in accordance with **Section 9.02(b)**, then, subject to **Section 9.02(b)** and **Section 9.02(c)**, there will be no Liability on the part of any Party or any other Person in respect of this Agreement; *provided*, that, (i) the provisions set forth in **Section 6.01**, **Section 6.03(b)**, **Section 6.12**, **Section 8.03**, this **Article IX** and **Article X** shall remain in full force and effect in accordance with their terms and (ii) such termination shall not relieve any Party from any Liability for any Fraud or Willful Breach prior to such termination; subject to the limitations set forth in **Section 8.03** and this **Section 9.02**.

(b) In the event that this Agreement is terminated (i) by either Buyer or Sellers' Representative pursuant to **Section 9.01(b)** and any condition to Closing set forth in **Section 7.01(a)** (in respect of any of the Required Consents), **Section 7.01(b)**, **Section 7.01(c)** or **Section 7.02(d)** has not been satisfied or waived as of the date of such termination, but all other conditions to Closing set forth in **Section 7.01** and **Section 7.02** have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but which conditions would have been capable of being satisfied if the Closing Date were the date of such termination), (ii) by either Buyer or Sellers' Representative pursuant to **Section 9.01(c)**, (iii) Buyer pursuant to **Section 9.01(g)**, or (iv) by Sellers' Representative pursuant to **Section 9.01(e)**, then without limiting any damages that may be payable by Buyer Parent or Buyer to Sellers to the extent that the failure to satisfy any of the conditions to Closing set forth in **Section 7.01** or **Section 7.02** results from any Willful Breach by any of Buyer or Parent of any of its obligations set forth herein, Buyer shall pay to Sellers in such amounts and to such accounts as designated in writing by Sellers' Representative to Buyer an aggregate fee equal [REDACTED] (the "Termination Fee"); *provided*, that damages attributable to a Willful Breach shall be capped [REDACTED] (the "Damages Cap"). The Termination Fee shall be payable within one (1) Business Day of such termination (in the case of a termination by Buyer) or no later than two (2) Business Days after the date of termination (in the case of a termination by Sellers' Representative) in immediately available funds by wire transfer. If Buyer fails to pay the Termination Fee to Sellers if and when required by this **Section 9.02(b)**, then any unpaid amount thereof shall bear interest from (and including) the date on which such payment is required to be made by Buyer pursuant to this **Section 9.02(b)** to (but excluding) the date on which Buyer actually makes such payment to Sellers at a rate per annum (calculated daily on the basis of a year of 365 days and the actual number of days elapsed) equal to the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates).

(c) Except as expressly set forth in **Section 9.02(b)** and **Section 10.11**, payment of the Termination Fee to Sellers shall (i) constitute a full and complete discharge of all obligations of Buyer and Parent pursuant to this Agreement and, for the avoidance of doubt, none of Buyer, Parent nor any of their respective Non-Recourse Parties shall have any further obligation or liability to Sellers or any of their respective Non-Recourse Parties from and after such payment, and (ii) be the sole and exclusive remedy of Sellers and their respective Non-Recourse Parties (whether at law, in equity, in contract, in tort or otherwise) against Buyer, Parent and their respective Non-Recourse Parties, for all losses and damages in respect of this Agreement (or the termination thereof) or the transactions contemplated by this Agreement or the other Transaction Documents (or the failure of such transactions herein or therein to occur for any reason or for no reason) or any breach of any representation, warranty, covenant or agreement or otherwise in respect of this Agreement or any oral representation made or alleged to be made in connection herewith, and none of Sellers nor their respective Non-Recourse Parties shall seek to recover any other damages or seek any other

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remedy, whether based on a claim at law or in equity, in contract, tort or otherwise, with respect to any losses or damages suffered in connection with this Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby or any oral representation made or alleged to be made in connection herewith. For the avoidance of doubt, in no event will Sellers or their respective Non-Recourse Parties seek to recover monetary damages in excess of the Termination Fee except to the extent recoverable pursuant to Section 9.02(b) or Section 10.11. Nothing in this Section 9.02(c) shall modify Sellers' Representative's rights against Guarantor under the Guaranty.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Notices. Except as otherwise provided herein, all notices, claims, demands and other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be effective (a) immediately when transmitted via e-mail between 9:00 a.m. and 6:00 p.m. (New York City local time) on any Business Day (or at 9:00 a.m. on the immediately succeeding Business Day if transmitted outside of such hours) with no "bounce back" or similar undelivered message, or (b) when received, if delivered by hand (including by pre-paid courier service) or pre-paid certified or registered mail on any Business Day. Subject to Section 10.17, all such notices, claims, demands and other communications shall be sent to the applicable Party at its respective address set forth below, unless another address has been previously specified to Buyer, Parent or Sellers' Representative (as applicable) in writing:

If to Buyer:

NextEra Energy Transmission Investments, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408-2683
[REDACTED]

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

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019-6131
[REDACTED]

and

Pillsbury Winthrop Shaw Pittman LLP
Four Embarcadero Center, 22nd Floor
San Francisco, California 94111
[REDACTED]

If to Parent:

NextEra Energy Transmission, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard

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Juno Beach, Florida 33408-2683
[REDACTED]

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

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019-6131
[REDACTED]

and

Pillsbury Winthrop Shaw Pittman LLP
Four Embarcadero Center, 22nd Floor
San Francisco, California 94111
[REDACTED]

If to Sellers' Representative (on its own behalf or on behalf of any Seller):

Blackstone Power & Natural Resources Holdco, L.P.
c/o Blackstone Management Partners L.L.C.
345 Park Avenue
New York, NY 10154
[REDACTED]

with copies (which shall not constitute notice) to:

GridLiance Holdco, LP
c/o GridLiance GP, LLC
201 E. John Carpenter Frwy
Suite 900
Irving, TX 75062
[REDACTED]


and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
[REDACTED]

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and

Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002



Section 10.02 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective current and future successors and permitted assigns, except that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by any Party without the prior written consent of Buyer and Sellers' Representative (other than as expressly provided in **Section 2.06**) and any attempted assignment or delegation by any Party in violation of this **Section 10.02** shall be null and void *ab initio*; *provided* that without the prior consent or approval of Sellers' Representative, Buyer may assign any or all of its respective rights, interests and obligations under this Agreement to an Affiliate of Buyer formed under the laws of the United States that is a wholly-owned subsidiary of Parent so long as such assignment complies with the obligations of Buyer and Parent to obtain Regulatory Approvals, as provided in **Section 6.05**.

Section 10.03 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under applicable Law or public policy, then such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting the remainder of such provision or the remaining provisions of this Agreement, and the Parties shall negotiate in good faith to amend or otherwise modify this Agreement to replace any invalid, illegal or otherwise unenforceable provision with a valid, legal and enforceable provision that gives effect to the intent of the Parties to the maximum extent permitted by applicable Law or public policy and ensure that the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Notwithstanding the foregoing, the Parties intend that the provisions of **Section 10.01**, **Section 10.13** and **Section 10.14** be construed as integral provisions of this Agreement.

Section 10.04 Disclosure Schedules. The Disclosure Schedules have been prepared in separately titled sections corresponding to sections of this Agreement for purposes of convenience; *provided*, that, each section of the Disclosure Schedules shall be deemed to incorporate by reference all information disclosed in any other section of the Disclosure Schedules to the extent it is reasonably apparent on its face that such information applies to such other section of the Disclosure Schedules. The headings used in the Disclosure Schedules are for reference only and shall not be deemed to affect in any way the meaning or interpretation of the information set forth in the Disclosure Schedules or this Agreement. Capitalized terms used in the Disclosure Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount in any of the representations and warranties contained in this Agreement or the disclosure of any item in any of Disclosure Schedules is not intended to imply that the amounts, or higher or lower amounts, or the items so disclosed, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no Party shall use the fact of the specification of any such amount or the fact of any such disclosure of any item in any dispute or controversy between the Parties as to whether any obligation, item or matter not described or included in this Agreement or in any Disclosure Schedule is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. No disclosure (or absence thereof) set forth in any of the Disclosure Schedules shall imply any representation or warranty which is not contained in this Agreement,

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nor shall any disclosure (or absence thereof) be deemed to extend the scope of any of the representations and warranties set forth in this Agreement. No item disclosed in any of the Disclosure Schedules relating to any possible breach or violation of any Contract or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. All of the information contained in the Disclosure Schedules shall be kept strictly confidential by the Parties in compliance with the terms of this Agreement, and no other Person may rely on any information disclosed or set forth therein. Moreover, in disclosing the information in the Disclosure Schedules, no Seller waives any attorney-client privilege or work product protection associated with such information with respect to any of the matters disclosed therein.

Section 10.05 Amendment and Waiver.

(a) This Agreement may be amended only in a writing signed by Buyer, Parent and Sellers' Representative.

(b) Any waiver of any provision of this Agreement, waiver of any breach of any provision of this Agreement, or waiver of, or election whether or not to enforce, any right or remedy arising under this Agreement or at law, must be in writing and signed by or on behalf of the Person granting the waiver, and no waiver or election shall be inferred from the conduct of any Party.

(c) Any waiver of a breach of any provision of this Agreement shall not be, or be deemed to be, a waiver of any subsequent breach.

(d) Failure to enforce any provision of this Agreement at any time or for any period shall not waive that or any other provision or the right subsequently to enforce all provisions of this Agreement.

(e) Failure to exercise, or delay in exercising, any right or remedy shall not operate as a waiver or be treated as an election not to exercise such right or remedy, and single or partial exercise or waiver of any right or remedy shall not preclude its further exercise or the exercise of any other right or remedy.

Section 10.06 Entire Agreement. This Agreement and all Transaction Documents entered into prior to, or contemporaneously with this Agreement, including the Guaranty and Confidentiality Agreement, and any Joinder, set forth the entire agreement among the Parties and their Affiliates with respect to the subject matter hereof, and cancel, merge and supersede any prior understandings or agreements among the Parties, written or oral, with respect to the subject matter hereof. In the event of any direct conflict between this Agreement and another Transaction Document entered into prior to, or contemporaneously with this Agreement, including the Guaranty and Confidentiality Agreement, and any Joinder, with respect to the Parties, this Agreement shall control.

Section 10.07 Counterparts and Delivery. This Agreement may be executed in one or more counterparts (including by electronic means), any one of which need not contain the signatures of more than one Party, each of which shall be deemed an original and all such counterparts taken together shall constitute one and the same agreement. An executed counterpart may be delivered by means of electronic transmission in portable document format (.pdf).

Section 10.08 Governing Law. This Agreement and any claim, controversy or dispute arising out of or relating to this Agreement and the transactions contemplated hereby, or the interpretation and enforcement of the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would result in the application of the Law of any other jurisdiction.

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Section 10.09 Consent to Jurisdiction and Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Court of Chancery or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court located in the State of Delaware for purposes of any Proceeding directly or indirectly arising out of or related in any way to this Agreement or the transactions contemplated hereby, and the interpretation and enforcement of the rights and duties of the Parties under this Agreement (and agrees not to commence or support any Person in any such Proceeding relating thereto except in such courts). Each of the Parties further irrevocably and unconditionally waives any objection which such Party may now or hereafter have to the laying of the venue of any such Proceeding in such courts and shall not plead or claim in any such court that any such Proceeding brought in such court has been brought in an inconvenient forum. Service of process with respect thereto may be made upon any Party by mailing a copy thereof by registered mail to such Party at the address provided in Section 10.01, and Sellers' Representative hereby agrees to accept service of process on behalf of any Seller.

Section 10.10 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT. Each Party certifies and acknowledges that (i) no Representative of any other Party has represented, expressly or otherwise, that such Party would not, in the event of any Proceeding, seek to enforce the foregoing waiver, (ii) each Party understands and has considered the impact of this waiver, (iii) each Party makes this waiver voluntarily, and (iv) each Party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 10.10.

Section 10.11 Expenses. Unless otherwise expressly provided for in this Agreement or any other Transaction Document, (a) Sellers shall pay (on a several and not joint basis in accordance with the Closing Allocation Schedule) all Transaction Expenses incurred by any of the Acquired Companies at any time prior to the Closing (including, for the avoidance of doubt, any change in control payments, transaction bonuses and similar payments payable by the Acquired Companies solely as a result of the consummation of the transactions contemplated by this Agreement, together with the employer portion of any applicable employment, payroll, social security, unemployment or withholding Taxes or similar Taxes in respect of any such amounts), and (b) Buyer and Sellers shall each pay, without right of reimbursement or offset from any other Party, all Transaction Expenses incurred by it or any of its Affiliates, whether or not the transactions contemplated by this Agreement are consummated. Notwithstanding anything to the contrary in this Agreement or the Transaction Documents, Sellers' Representative shall reimburse Buyer and its Affiliates for all reasonable attorneys' fees and expenses incurred as a result of the Structural Revisions by wire transfer of immediately available funds within thirty (30) Business Days of being presented with an invoice for such fees and expenses including reasonable supporting detail (the "**Reimbursement Amount**"). In the event any Proceeding is commenced to recover damages or enforce any rights or obligations under this Agreement (including any recovery or enforcement thereof under or through the Guaranty) the prevailing Party in such Proceeding shall be entitled to recover its documented, out-of-pocket fees, costs and expenses (including reasonable fees and disbursements of counsel) incurred or paid in enforcing the prevailing Party's rights under this Agreement, regardless of whether those fees, costs or expenses are otherwise recoverable as costs in the Proceeding.

Section 10.12 No Third-Party Beneficiaries. No Person other than the Parties shall have any rights, remedies, obligations or benefits under any provision of this Agreement, except for (a) the Persons entitled to indemnification pursuant to Section 6.10, (b) the Non-Recourse Parties pursuant to Section 10.14 and (c) Sellers' Counsel pursuant to Section 10.16.

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Section 10.13 Remedies. Except as expressly provided in this Agreement, the rights and remedies conferred on any Party by, or pursuant to, this Agreement are cumulative and in addition to, and not exclusive of, any other rights and remedies available to such Party at law or in equity. The Parties agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached or threatened to be breached, and further agree that monetary damages would be an inadequate remedy therefor. Accordingly, each Party agrees, on behalf of itself and its Affiliates and its and their respective Representatives, that, in the event of any non-performance or other breach or threatened breach by any Seller or Sellers' Representative, on the one hand, and Buyer or Parent, on the other hand, of any of provision of this Agreement, Sellers' Representative, on the one hand, and Buyer or Parent, on the other hand, shall be entitled to seek an injunction, specific performance and other equitable relief, and to enforce specifically the provisions of this Agreement, to prevent such non-performance or other breach or threatened breach of the such provisions. Any Party seeking any injunction, specific performance or other equitable relief, or to enforce specifically the provisions of this Agreement, shall not be required to provide any bond or other security in connection with any such injunction, specific or other equitable relief or enforcement. In the event that any Proceeding is brought to enforce specifically the provisions of this Agreement, no Party shall allege, and each Party, on behalf of itself and its Affiliates and its and their respective Representatives, hereby waives the defense, that there is an adequate remedy at law and agrees that it will not oppose the granting of any equitable relief to the other Party on the basis that (i) any Party has an adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 10.14 No Recourse. All causes of action or Proceedings (whether in contract or in tort, in equity or at Law, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement may be brought only against the Persons that are expressly identified as parties to this Agreement (including Parent for the limited purposes set forth herein) in the preamble of this Agreement (each, a "**Contracting Party**"). No Person who is not a Contracting Party, including any past, present or future direct or indirect equity holder, Affiliate or Representative of such Contracting Party or any Affiliate or Representative of any of the foregoing (the "**Non-Recourse Party**"), shall have any Liability or other obligation (whether in contract or in tort, in equity or at Law, or granted by statute) for any cause of action or Proceeding arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, preparation, execution, delivery, performance, or breach; and, to the maximum extent permitted by applicable Law, each Contracting Party hereby waives and releases all such causes of action and Proceedings against any such Non-Recourse Party. Without limiting the generality of the foregoing, to the maximum extent permitted by applicable Law, (x) each Contracting Party hereby waives and releases any and all causes of action or Proceedings that may otherwise be brought in equity or at law, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability or other obligation of any Contracting Party on any Non-Recourse Party, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise and (y) each Contracting Party disclaims any reliance upon any Non-Recourse Party with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as inducement to this Agreement. Notwithstanding the foregoing, nothing in this **Section 10.14** shall preclude any party to the Confidentiality Agreement, the Guaranty or any other Transaction Document from making any claim thereunder, to the extent permitted therein and pursuant to the terms thereof (and subject to the applicable limitations set forth therein). Nothing in this **Section 10.14** shall operate to limit Buyer's right to specific performance or other recourse against a Contracting Party.

Section 10.15 Release.

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(a) Effective as of the Closing, except for the enforcement of any rights or remedies of any Party under this Agreement or any other Transaction Document, Buyer on its own behalf and on behalf of its direct and indirect equity holders, Affiliates (including the Acquired Companies following the Closing) and Representatives, and its and their respective Affiliates and Representatives, and each of the respective heirs, executors, administrators, successors and permitted assigns of each of the foregoing (a “**Buyer Releasing Person**”), hereby absolutely and unconditionally releases and forever discharges each Seller, its respective past, present and future direct and indirect equity holders, Affiliates and Representatives, and each of its and their respective Affiliates and Representatives, each of the respective heirs, executors, administrators, successors and permitted assigns of each of the foregoing (each, a “**Seller Released Person**”) from, and agrees not to assert any cause of action or Proceeding with respect to, any Losses or Liabilities whatsoever, of any kind or nature, whether at law or in equity (“**Buyer Released Claims**”), which have been or could have been asserted against any Seller Released Person, which any Buyer Releasing Person has or ever had, which arises out of or in any way relates to events, circumstances or actions occurring, existing or taken prior to or as of the Closing Date in respect of matters relating to Sellers’ ownership in the Company Interests, participation, employment or operation of the Acquired Companies, or their respective businesses. Notwithstanding the foregoing, the following shall not constitute Buyer Released Claims: (i) any covenant in this Agreement or any other Transaction Document that contemplates performance by any Seller after the Closing Date (including **Section 2.05**, **Section 6.01** and **Section 6.12**) and (ii) any claim for Fraud against any Seller.

(b) Effective as of the Closing, except for the enforcement of any rights or remedies of any Party under this Agreement or any other Transaction Documents, each Seller on its own behalf and on behalf of its direct and indirect equity holders, Affiliates (including the Acquired Companies following the Closing) and Representatives, and its and their respective Affiliates and Representatives, and each of the respective heirs, executors, administrators, successors and permitted assigns of each of the foregoing (a “**Seller Releasing Person**”), hereby absolutely and unconditionally releases and forever discharges the Acquired Companies, and its respective past, present and future direct and indirect equity holders, Affiliates and Representatives, and each of its and their respective Affiliates and Representatives, each of the respective heirs, executors, administrators, successors and permitted assigns of each of the foregoing (each, an “**Acquired Company Released Person**”) from, and agrees not to assert any cause of action or Proceeding with respect to, any Losses or Liabilities whatsoever, of any kind or nature, whether at law or in equity (“**Sellers Released Claims**”), which have been or could have been asserted against any Acquired Company Released Person, which any Seller Releasing Person has or ever had, which arises out of or in any way relates to events, circumstances or actions occurring, existing or taken prior to or as of the Closing Date in respect of matters relating to Sellers’ ownership in the Company Interests, participation, employment or operation of the Acquired Companies, or their respective businesses.

Section 10.16 Conflict Waiver. Each Seller, Sellers’ Representative and Buyer, on behalf of itself and its respective Affiliates (including, with respect to Buyer, the Acquired Companies following the Closing), acknowledges and agrees that, in connection with any dispute, Proceeding, Liability, obligation or other matter, including any dispute between Buyer, any of the Acquired Companies or any of its or their respective Affiliates, on the one hand, and Sellers’ Representative, any Seller, or any of its respective Affiliates, on the other hand, or with or between any other Persons, with respect to the transactions contemplated by this Agreement or otherwise, (a) as to all communications among Kirkland & Ellis LLP (“**Sellers’ Counsel**”), the Acquired Companies, Seller or any of its Affiliates, the attorney-client privilege, attorney work product protection and the expectation of client confidence belongs solely to Sellers’ Representative or its Affiliates (other than the Acquired Companies), and may be controlled by Sellers’ Representative or its Affiliates (other than the Acquired Companies), and shall not pass to or be claimed by Buyer, any of the Acquired Companies or any of its or their respective Affiliates and (b) Sellers’ Counsel may disclose to Sellers’ Representative or its Affiliates any information learned by Sellers’ Counsel in the course of its representation of any Seller, any of the Acquired Companies or any of its or their respective

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Affiliates, whether or not such information is subject to attorney-client privilege, attorney work product protection, of Sellers' Counsel's duty of confidentiality. Accordingly, Buyer and its Affiliates shall not have or seek access to any such communications, or to the files of Sellers' Counsel, whether or not the Closing occurs. Without limiting the generality of the foregoing, upon and after the Closing, (i) to the extent that files of Sellers' Counsel constitute property of the client, only Sellers' Representative and its Affiliates shall hold such property rights and (ii) Sellers' Counsel shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to Buyer or the Acquired Companies by reason of any attorney-client relationship between Sellers' Counsel and the Acquired Companies or otherwise; *provided, however*, that in the event a dispute arises between Buyer or its Affiliates on the one hand, and a third party other than Sellers or their Affiliates on the other hand, Buyer and its Affiliates may assert the attorney-client privilege with respect to communications related to the transactions contemplated by this Agreement ("**Transaction Communications**") that are communications among Sellers' Counsel and any of the Acquired Companies to protect disclosure of confidential communications to such third party; and *provided, further*, that in the event Buyer or the Acquired Companies receives a subpoena or other discovery request pursuant to state or federal law that calls for the search of documents that may include Transaction Communications, nothing herein shall preclude Buyer or the Acquired Companies from complying with any superseding legal obligations to do so. To the extent reasonably practicable, Buyer or the Acquired Companies shall provide advance notice before producing any Transaction Communications pursuant to a subpoena or other discovery request to allow Sellers or Sellers' Representative to oppose or limit the request to disclose the Transaction Communications or to otherwise protect the confidentiality thereof and Sellers' shall provide commercially reasonable cooperation, at the Acquired Companies' request and at Sellers' own expense in any such efforts.

Section 10.17 Sellers' Representative.

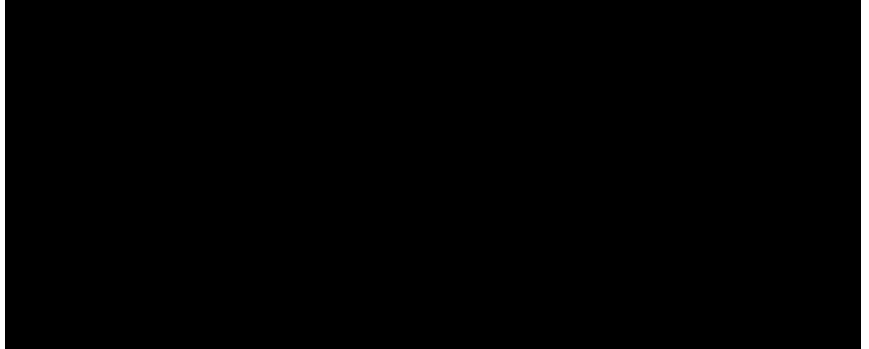
(a) By execution hereof, each Seller irrevocably appoints Sellers' Representative to act as agent and attorney-in-fact for and on behalf of such Seller regarding any matter under this Agreement or otherwise relating to the transactions contemplated hereby, including: (i) delivering and receiving notices, including service of process, with respect to any matter under this Agreement or any Transaction Document; (ii) executing and delivering any and all documents (including any Transaction Document other than this Agreement and any and all such documents and actions with respect to the final determination of any adjustment of the Preliminary Purchase Price pursuant to **Section 2.05** or [REDACTED] **Section 2.06**) on behalf of any Seller and taking any and all such actions as shall be necessary or required to consummate the transactions contemplated hereby; (iii) providing notice of, demanding, pursuing or enforcing, in its discretion, any claim, including specific performance in accordance with **Section 10.13**, against Buyer or Parent for a breach of this Agreement; (iv) taking, in its discretion, any and all actions, and delivering and receiving any and all notices hereunder, in respect of or in connection with any claim for Losses, including the negotiation, settlement or compromise of any disagreement or dispute with Buyer in respect thereof; (v) funding any costs, fees, expenses or other Losses or Liabilities incurred by Sellers' Representative in the performance of its duties as Sellers' Representative in accordance with this **Section 10.17** and other amounts expressly required or permitted to be paid by Sellers' Representative under this Agreement on behalf of Sellers; (vi) accepting and enforcing the Guaranty in accordance with the terms thereof and hereof; (vii) executing and delivering, on behalf of Sellers, any Contract, agreement, amendment or other document or certificate, including any settlement agreement or release of claims, to effectuate any of the foregoing or as may otherwise be specifically permitted by this Agreement, any such Contract, agreement, amendment or other document or certificate to have the effect of binding Sellers as if each Seller, as applicable, had personally entered into such agreement; (viii) taking all such other actions as Sellers' Representative shall deem necessary or appropriate, in its discretion, for the accomplishment of the foregoing and the transactions contemplated by the Escrow Agreement; and (ix) engaging such attorneys, accountants, consultants and other Persons as Sellers' Representative, in its discretion, deems necessary or appropriate to accomplish any action required or permitted of it hereunder.. [REDACTED]

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PUBLIC VERSION**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Execution Date.

SELLERS:

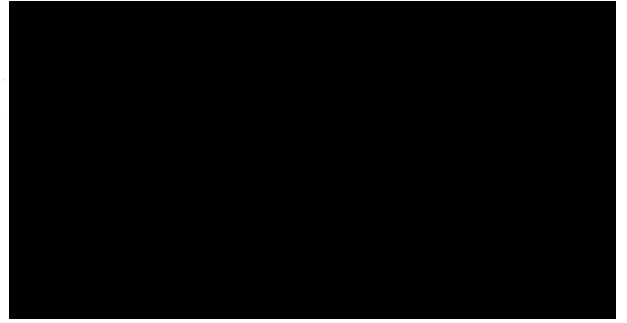
**BLACKSTONE POWER & NATURAL
RESOURCES HOLDCO L.P.**





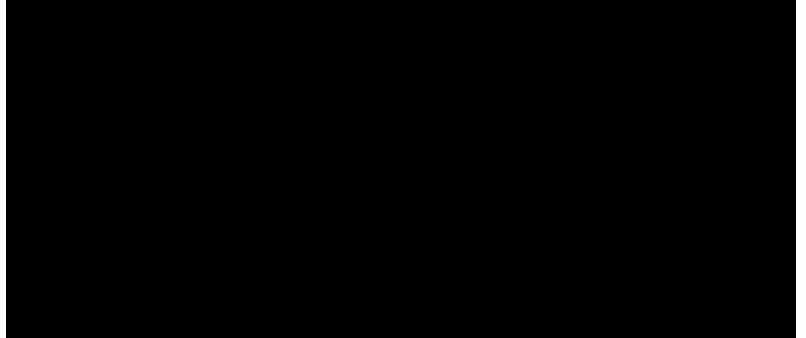






SELLERS' REPRESENTATIVE:

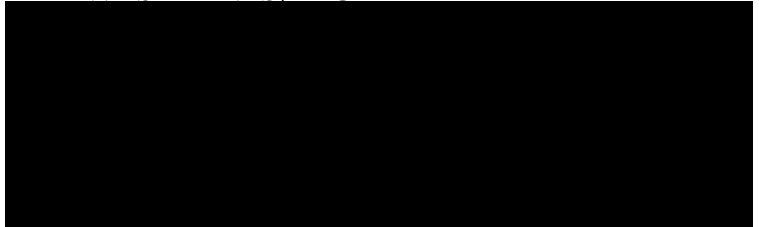
**BLACKSTONE POWER & NATURAL
RESOURCES HOLDCO L.P.**



**Exhibit B to Joint Application
PUBLIC VERSION**

BUYER:

**NEXTERA ENERGY TRANSMISSION
INVESTMENTS, LLC**



PARENT:

Solely for the limited purposes set forth in Section 5.01, Section 5.02, Section 5.03, Section 5.04, Section 5.05, Section 6.04, Section 6.05, Section 8.03 and Article X

NEXTERA ENERGY TRANSMISSION, LLC



EXHIBIT A-1

Form of Assignment Agreement

See attached.

EXHIBIT A-1

Form of Assignment Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Assignment*”), is made as of [●], 202[●] (the “*Effective Date*”), by and between BLACKSTONE POWER & NATURAL RESOURCES HOLDCO L.P., a Delaware limited partnership (“*Assignor*”), and NEXTERA ENERGY TRANSMISSION INVESTMENTS, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

A. Assignor owns 100% of the membership interests (the “*Membership Interests*”) in GridLiance GP, LLC, a Delaware limited liability company, (the “*Company*”);

B. Assignee and Assignor entered into a Purchase and Sale Agreement, dated as of September 29, 2020 (as amended, supplemented or modified from time to time, the “*Purchase Agreement*”), pursuant to which, among other things, Assignor has agreed to sell, assign and transfer, convey to Assignee the Membership Interests, and Assignee has agreed to purchase and acquire from Assignor the Membership Interests;

C. As of the Effective Date, Assignee desires to be admitted as the sole member of the Company and to become the only party to the Amended and Restated Limited Liability Company Agreement of the Company (the “*LLC Agreement*”); and

D. To effect the sale and purchase of the Membership Interests on the terms and conditions set forth in the Purchase Agreement, Assignor and Assignee are executing and delivering this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used herein without definition have the meaning set forth in the Purchase Agreement.

2. Transfer of Interests. Assignor hereby sells, assigns, transfers and convey unto Assignee (a) all of Assignor’s right, title and interest in and to all of its Membership Interests free and clear of all Liens, other than Liens arising under applicable securities Laws, and (b) all of Assignor’s rights under the LLC Agreement. Assignor sells, assigns, transfers and conveys all of its rights and benefits as the sole member of the Company with respect to all of its Membership Interests, subject to all of the obligations and liabilities of Assignor with respect to such Membership Interests from and after the Effective Date.

3. Assumption of Assignee. Assignee hereby accepts such sale, assignment, transfer and conveyance of the Membership Interests by Assignor described in Section 2, and assumes all obligations and liabilities of Assignor under the LLC Agreement and agrees to become a party to and to be bound by the terms and conditions of the LLC Agreement to the same extent as if it were an original party thereto. On the Effective Date, in accordance with the LLC Agreement, Assignor shall cease to be the sole member of the Company. From and after the Effective Date of this Assignment, Assignee shall be the sole member of the Company and the only party to the LLC Agreement.

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4. Obligations under the Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing in this Assignment shall be deemed or construed to amend, supplement, delegate or modify the Assignee's rights or Assignor's obligations under the Purchase Agreement.

5. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents, instruments or agreements as may be reasonably necessary to further effectuate the assignment and transfer of the Membership Interests.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

8. Counterparts. This Assignment may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument. Delivery by facsimile or other electronic transmission of an executed original or the retransmission of any executed facsimile or other electronic transmission shall be deemed to be the same as delivery of an executed original.

[SIGNATURE PAGE FOLLOWS]

**Exhibit B to Joint Application
PUBLIC VERSION**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

**BLACKSTONE POWER & NATURAL
RESOURCES HOLDCO L.P.**

Name: [●]
Title: [●]

ASSIGNEE:

**NEXTERA ENERGY TRANSMISSION
INVESTMENTS, LLC**

Name: [●]
Title: [●]

EXHIBIT A-2

Form of Assignment Agreement

See attached.

EXHIBIT A-2

Form of Assignment Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Assignment*”), is made as of [●], 202[●] (the “*Effective Date*”), by and among the undersigned assignors (each an “*Assignor*”, and collectively, “*Assignors*”), and NEXTERA ENERGY TRANSMISSION INVESTMENTS, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

A. Assignors collectively own 100% of the limited partnership interests (the “*LP Interests*”) in GridLiance Holdco, LP, a Delaware limited partnership (the “*Partnership*”);

B. Assignee and Assignors entered into a Purchase and Sale Agreement, dated as of September 29, 2020 (as amended, supplemented or modified from time to time, the “*Purchase Agreement*”), pursuant to which, among other things, Assignors have agreed to sell, assign, transfer and convey to Assignee the LP Interests and Assignee has agreed to purchase and acquire from Assignors the LP Interests;

C. As of the Effective Date, Assignee desires to be admitted as the sole limited partner of the Partnership and to become the only party (other than the general partner of the Partnership) to the Amended and Restated Limited Partnership Agreement of the Partnership (the “*LP Agreement*”); and

D. To effect the sale and purchase of the LP Interests on the terms and conditions set forth in the Purchase Agreement, Assignors and Assignee are executing and delivering this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used herein without definition have the meaning set forth in the Purchase Agreement.

2. Transfer of Interests. Each Assignor hereby sells, assigns, transfers and conveys unto Assignee (a) all of such Assignor’s right, title and interest in and to all of its LP Interests free and clear of all Liens, other than Liens arising under applicable securities Laws, and (b) all of such Assignor’s rights under the LP Agreement. Each Assignor sells, assigns, transfers and conveys all of its rights and benefits as a limited partner of the Partnership with respect to all of its LP Interests, subject to all of the obligations and liabilities of such Assignor with respect to such LP Interests from and after the Effective Date.

3. Assumption of Assignee. Assignee hereby accepts such sale, assignment, transfer and conveyance by each Assignor described in Section 2, and assumes all obligations and liabilities of such Assignor under the LP Agreement and agrees to become a party to and to be bound by the terms and conditions of the LP Agreement to the same extent as if it were an original party thereto. On the Effective Date, in accordance with the LP Agreement, Assignors shall cease to be limited partners of the Partnership. From and after the Effective Date of this Assignment, Assignee shall be the sole limited partner of the Partnership and, together with the general partner of the Partnership, the only parties to the LP Agreement.

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4. Obligations under the Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing in this Assignment shall be deemed or construed to amend, supplement, delegate or modify the Assignee's rights or Assignors' obligations under the Purchase Agreement.

5. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents, instruments or agreements as may be reasonably necessary to further effectuate the assignment and transfer of the LP Interests.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

8. Counterparts. This Assignment may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument. Delivery by facsimile or other electronic transmission of an executed original or the retransmission of any executed facsimile or other electronic transmission shall be deemed to be the same as delivery of an executed original.

[SIGNATURE PAGES FOLLOW]

**Exhibit B to Joint Application
PUBLIC VERSION**

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

ASSIGNORS:

**BLACKSTONE POWER & NATURAL
RESOURCES HOLDCO L.P.**

Name: [●]
Title: [●]

Name: [●]

Name: [●]

Name: [●]

Name: [●]

Name: [●]

Name: [●]

ASSIGNEE:

**NEXTERA ENERGY TRANSMISSION
INVESTMENTS, LLC**

Name: [●]
Title: [●]

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EXHIBIT B

Form of Escrow Agreement

See attached.

EXHIBIT B
FORM OF
ESCROW AGREEMENT¹

THIS ESCROW AGREEMENT, dated as of [●], 202[●] (this “Agreement”), is entered into by and among NEXTERA ENERGY TRANSMISSION INVESTMENTS, LLC, a Delaware limited liability company (“Buyer”), BLACKSTONE POWER & NATURAL RESOURCES HOLDCO L.P., a Delaware limited partnership corporation (the “Sellers’ Representative”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder (“Escrow Agent”). Capitalized terms used but not defined herein have the meaning set forth in the Underlying Agreement (as defined below).

BACKGROUND

- A. Buyer, the Sellers’ Representative, the Sellers, and Nextera Energy Transmission, LLC (solely for the limited purposes set forth therein), have entered into that certain Purchase and Sale Agreement (the “Underlying Agreement”), dated as of September 29, 2020, as amended, modified and supplemented from time to time, pursuant to which Buyer will acquire all of the limited partnership interests in GridLiance Holdco, LP and all of the limited liability company interests of GridLiance GP, LLC from the Sellers (the “Transaction”).
- B. The Underlying Agreement provides that at the closing of the Transaction, Buyer shall deposit five million U.S. dollars (\$5,000,000) (the “Escrow Amount”) with Escrow Agent in a segregated escrow account to be held by Escrow Agent for the purposes set forth in the Underlying Agreement.
- C. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms of this Agreement.
- D. Buyer and the Sellers’ Representative have appointed the Representatives (as defined below) to represent them for all purposes relating to the funds to be deposited with Escrow Agent pursuant to this Agreement.

¹ **Binding Agreement:**

The parties to the Underlying Agreement acknowledge and agree that any revisions to this draft of Agreement required prior to Closing shall be negotiated in good faith among each other and the Escrow Agent; and to the extent agreement cannot be reached among Buyer, Sellers’ Representative and Escrow Agent, or such Escrow Agent is unwilling or unable to serve as Escrow Agent (in its sole discretion), Buyer shall select another Third Party entity willing and able to serve as Escrow Agent (subject to Sellers’ Representative’s consent (not to be unreasonably withheld, conditioned or delayed)) (a “Replacement Escrow Agent”).

Buyer and Sellers’ Representative agree to work together in good faith to negotiate an escrow agreement with such Replacement Escrow Agent, and the executed version of such escrow agreement shall be deemed the Escrow Agreement for all purposes under the Underlying Agreement, and such Replacement Escrow Agent shall be deemed the Escrow Agent for all purposes under the Underlying Agreement. The parties to the Underlying Agreement acknowledge and agree that the paragraphs in this footnote shall be binding among the parties to the Underlying Agreement.

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- E. Buyer and the Sellers' Representative acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Underlying Agreement, (ii) all references in this Agreement to the Underlying Agreement are solely for the convenience of Buyer and the Sellers' Representative, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:
 - (a) "Business Day" shall mean any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent at its location identified in Section 14 is open to the public for general banking purposes.
 - (b) "Escrow Funds" means the amount of funds in the Escrow Account.
 - (c) "Final Order" shall mean a final and nonappealable order of a court of competent jurisdiction (an "Order"), which Order is delivered to Escrow Agent accompanied by a written instruction from Buyer or Sellers' Representative given to effectuate such Order and confirming that such Order is final, nonappealable and issued by a court of competent jurisdiction, and Escrow Agent shall be entitled to conclusively rely upon any such confirmation and instruction and shall have no responsibility to review the Order to which such confirmation and instruction refers.
 - (d) "Joint Written Direction" shall mean a written direction executed by Buyer and the Sellers' Representative, delivered to Escrow Agent in accordance with Section 14 and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.
 - (e) "Representatives" shall mean the representatives of Buyer and the Sellers' Representative set forth on Schedule B attached hereto or any other person so designated in a writing signed by Buyer or the Sellers' Representative, as applicable, and delivered to Escrow Agent in accordance with Section 14.
2. Appointment of and Acceptance by Escrow Agent. Buyer and the Sellers' Representative hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Amount in accordance with Section 3, agrees to hold and disburse the Escrow Funds in accordance with this Agreement.
3. Deposit of Escrow Amount. Simultaneously with the execution and delivery of this Agreement, Buyer will deposit the Escrow Amount with Escrow Agent by wire transfer of immediately available funds, pursuant to wire instructions provided by Escrow Agent to Buyer. Escrow Agent shall hold the Escrow Amount in a separate account maintained by Escrow Agent (the "Escrow Account"). The Escrow Account shall be held segregated and apart from all other funds or accounts of Escrow Agent or any other Person and shall be held and disbursed solely for the purposes of and in accordance with the terms and conditions of this Agreement.
4. Disbursements of Escrow Funds.

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(a) Escrow Agent shall disburse Escrow Funds at any time and from time to time, promptly upon receipt of (which in no event shall be more than two (2) Business Day after receipt), and in accordance with, (i) a Joint Written Direction, or (ii) a Final Order. Any such Joint Written Direction shall contain complete payment instructions, including wiring instructions or an address to which a check shall be sent.

(b) Prior to any disbursement, Escrow Agent shall have received reasonable identifying information regarding the funds recipient so that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service (“IRS”) Form W-9 or Form W-8, as applicable.

(c) Buyer and the Sellers’ Representative may each deliver written notice to Escrow Agent in accordance with Section 14 changing their respective funds transfer instructions, which notice shall be effective only upon receipt by Escrow Agent and after Escrow Agent has had a reasonable time to act upon such notice, which shall be no more than two (2) Business Days.

5. Suspension of Performance; Disbursement into Court. If, at any time, (a) a dispute exists between Sellers’ Representative and Buyer with respect to any obligation of Escrow Agent hereunder, (b) Escrow Agent is unable to determine, to Escrow Agent’s sole satisfaction, Escrow Agent’s proper actions with respect to its obligations hereunder, or (c) the Representatives have not, within thirty (30) days of receipt of a written notice of resignation, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed; and

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction pursuant to Section 16, for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all unpaid fees and expenses (including court costs and documented attorneys’ fees) payable to, or reasonably incurred by, Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder; provided, that as between Buyer and Sellers’ Representative, such fees and expenses shall be borne one half by Buyer and one half by Sellers’ Representative on behalf of Sellers.

Escrow Agent shall have no liability to Buyer or Sellers’ Representative for suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise due to any delay in any other action required or requested of Escrow Agent caused by Escrow Agent’s suspension of performance or disbursement into court pursuant to this Section 5, except for Escrow Agents, its affiliates’ or agents’ Misconduct.

6. Investment of Funds.

(a) [Based upon Buyer’s and Sellers’ Representative’s prior review of investment alternatives, in the absence of further specific written direction to the contrary at any time that an

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investment decision must be made, Escrow Agent is directed to initially invest and reinvest the Escrow Funds in the investment identified in Schedule A. If applicable, Buyer and Sellers' Representative acknowledge receipt from Escrow Agent of a current copy of the prospectus for the investment identified in Schedule A.] Buyer and Sellers' Representative may deliver to Escrow Agent a Joint Written Direction changing the investment of the Escrow Funds, upon which direction Escrow Agent shall conclusively rely without inquiry or investigation; *provided, however*, that Buyer and Sellers' Representative warrant that no investment or reinvestment direction shall be given except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America; (b) U.S. dollar denominated deposit accounts and certificates of deposit issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which are either (i) insured by the Federal Deposit Insurance Corporation ("FDIC") up to FDIC limits, or (ii) with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of at least "A-1" by S&P or "P-1" by Moody's (ratings on holding companies are not considered as the rating of the bank); or (c) money market funds, including funds managed by Escrow Agent or any of its affiliates; *provided further, however*, that Escrow Agent will not be directed to invest in investments that Escrow Agent determines are not consistent with Escrow Agent's policies or practices. Buyer and Sellers' Representative recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of Escrow Funds or the purchase or disposition of any investment and Escrow Agent shall not have any liability for any loss in an investment made pursuant to the terms of this Agreement. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security transactions, Buyer and Sellers' Representative waive receipt of such confirmations.

(b) All investments shall be made in the name of Escrow Agent. Escrow Agent may, without notice to Buyer and Sellers' Representative, sell or liquidate any of the foregoing investments at any time for any disbursement of Escrow Funds permitted or required hereunder and shall not be liable for any loss, cost or penalty resulting from any sale or liquidation of any such investment, except as a result of Escrow Agent or its affiliates' Misconduct. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds. With respect to any Escrow Funds or investment instruction received by Escrow Agent after 11:00 a.m., U.S. Central Time, Escrow Agent shall use commercially reasonable efforts to invest applicable funds on the date thereof, but shall not be required to invest applicable funds until the next Business Day. Receipt of the Escrow Funds and investment and reinvestment of the Escrow Funds shall be confirmed by Escrow Agent by an account statement. Failure to inform Escrow Agent in writing of any error or omission in any such account statement within 90 days after receipt shall conclusively be deemed confirmation and approval by Buyer and Sellers' Representative of such account statement.

(c) In the event any interest or other income shall be earned on the Escrow Amount, such interest or other income shall become a part of the Escrow Funds and will disbursed in accordance with Section 4 and Section 7.

7. **Tax Reporting.** Escrow Agent shall have no responsibility for the tax consequences of this Agreement and Buyer and Sellers' Representative shall consult with independent counsel concerning any and all tax matters. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required other than what is required by applicable tax law. The Parties are not aware of any tax reporting or withholding obligation of Escrow Agent except with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and

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Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any, and upon the payment of imputed interest, if any. Buyer and Sellers' Representative shall provide necessary information, if any, that is otherwise unavailable to Escrow Agent to complete its required tax reporting, including as applicable the sale date, rate, and purchase price necessary for the calculation of imputed interest. For the avoidance of doubt, if no rate is provided, Escrow Agent shall use the applicable federal rate to make any calculations required hereunder. Buyer and Sellers' Representative shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. Buyer and Sellers' Representative have determined that any interest or income on Escrow Funds ("Escrow Earnings") shall be reported on an accrual basis and deemed to be for the account of Buyer. Notwithstanding anything in this Agreement to the contrary, Escrow Agent shall wire twenty five percent (25%) of all Escrow Earnings for each calendar quarter to the Buyer not later than five (5) Business Days following the end of such calendar quarter during the term of this Agreement, commencing with the first such quarter's end following the date hereof; provided, that if this Agreement is terminated on any day that is not the final day of a calendar quarter, Escrow Agent shall pursuant to written instructions from the Buyer make a final disbursement to Buyer of twenty five percent (25%) of all Escrow Earnings earned during the portion of such calendar quarter ending on the date of such termination.

8. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving twenty (20) days' prior written notice to Buyer and Sellers' Representative specifying a date when such resignation shall take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Buyer and Sellers' Representative giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect. If Buyer and Sellers' Representative fail to jointly appoint a successor Escrow Agent prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all reasonable costs and expenses related to such petition shall be paid jointly and severally by Buyer and Sellers' Representative. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all unpaid fees and expenses (including court costs and documented attorneys' fees) payable to or reasonably incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

9. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any document other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent's sole responsibility shall be for the safekeeping of the Escrow Funds in accordance with Escrow Agent's customary practices, other ministerial obligations expressly set forth

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hereunder and disbursement of the Escrow Funds in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or in any notice delivered to Escrow Agent in accordance with the terms hereof. This Agreement shall terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds (other than any residual tax reporting that may be required thereafter with respect to the final disbursement of funds).

(b) Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence, willful misconduct or fraud (collectively, "Misconduct") in connection with this Agreement was the cause of any loss to Buyer or Sellers' Representative.

(c) Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes in good faith to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Buyer or Sellers' Representative, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Escrow Funds as valued upon deposit with Escrow Agent, except in the case of Escrow Agent's or its affiliates' or agents' Misconduct.

(d) Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action relating to the Escrow Funds, this Agreement or the Underlying Agreement or to appear in, prosecute or defend any such legal action. Buyer and Sellers' Representative are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to Buyer or Sellers' Representative, their respective heirs, legal representatives, successors and assigns, or any other party, should any of the Escrow Funds escheat by operation of law, except as may result from Escrow Agent's its affiliates' or agents' Misconduct.

(e) Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of its duties hereunder, or relating to any dispute involving this Agreement. Buyer and Sellers' Representative agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request relating to its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day.

(f) If any portion of the Escrow Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow

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Funds is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, and if Escrow Agent relies upon or complies with any such writ, order, decree or process in good faith, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule C-1 or Schedule C-2 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes, which in no event shall be more than two (2) Business Days. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule C-1 or Schedule C-2, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Buyer's or Sellers' Representative's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Buyer and Sellers' Representative agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Buyer or Sellers' Representative to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Buyer and Sellers' Representative acknowledge that these optional security procedures are commercially reasonable.

10. Indemnification of Escrow Agent. Buyer and Sellers' Representative (solely on behalf of the Sellers in its capacity as the Sellers' Representative), severally and not jointly, shall, indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") against any and all claims (whether asserted by Buyer, Sellers' Representative or any other person or entity), actions, proceedings, losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable and documented attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been caused by the Misconduct of such Indemnified Party. Buyer and Sellers' Representative (solely on behalf of the Sellers in its capacity as the Sellers' Representative) further agree, severally and not jointly, to indemnify each Indemnified Party for all costs, including without limitation reasonable documented attorneys' fees, incurred by such Indemnified Party relating to the enforcement of Buyer's and Sellers' Representative's obligations hereunder. The

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obligations of Buyer and Sellers' Representative under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent. Notwithstanding anything to the contrary herein, Buyer and Sellers' Representative (solely on behalf of the Sellers in its capacity as the Sellers' Representative) agree, solely as between themselves, that any obligations for indemnification under this Agreement shall be borne by each party to the extent such party is responsible for causing the loss, damage, liability, cost or expense against which Escrow Agent is entitled to indemnification as agreed by the parties or as determined by a court of competent jurisdiction. For the avoidance of doubt, each of Buyer and the Sellers' Representative shall solely be responsible for any breach or inaccuracy of the separate representations and warranties made by each such party in Section 12.

11. Compensation of Escrow Agent.

(a) Fees and Expenses. Buyer shall compensate Escrow Agent for its services hereunder in accordance with Schedule B attached hereto. The obligations of Buyer under this Section 11 shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any other Indemnified Party is entitled to seek indemnification hereunder) which such amount has not been timely paid by the owing party after written demand for payment thereof. Escrow Agent shall provide prior notice to Buyer and Sellers' Representative of any such disbursement from the Escrow Funds to itself or any other Indemnified Party and shall furnish Buyer and Sellers' Representative copies of related invoices and other statements. The party responsible for any such amounts so disbursed from the Escrow Funds shall promptly (and in no event later than three (3) Business Days after such disbursement from the Escrow Account) reimburse the Escrow Account for such disbursed amounts.

12. Representations and Warranties.

- i. Buyer and Sellers' Representative each separately represent and warrant to Escrow Agent that (A) it has the requisite limited liability company (with respect to Buyer) and limited partnership (with respect to Sellers' Representative) power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (B) this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms, except as such enforceability may be limited by the application of bankruptcy, insolvency or other laws affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles, and (C) Buyer with respect to the persons designated on Schedule C-1 attached hereto, and Sellers' Representative with respect to the persons designated on Schedule C-2 attached hereto, each person so designated has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement and no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to each other party to this Agreement pursuant to Section 14 and Escrow Agent has had reasonable time to act upon it.

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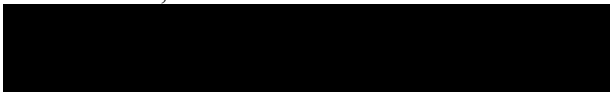
- ii. Escrow Agent represents and warrants to Buyer and Sellers' Representative that (A) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (B) this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms, except as such enforceability may be limited by the application of bankruptcy, insolvency or other laws affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles, and (C) the execution, delivery and performance of this Agreement by Escrow Agent does not and will not violate any applicable law or regulation.

13. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Buyer and Sellers' Representative agree to provide all information requested by Escrow Agent relating to any legislation or regulation to which Escrow Agent is subject, in a reasonably timely manner. Escrow Agent's appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to Buyer, Sellers' Representative and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA PATRIOT Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Agreement in whole or in part, or refuse any otherwise permitted assignment by Buyer or Sellers' Representative, without any liability or incurring any additional costs.

14. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing (provided that any communication sent to Escrow Agent hereunder must be in the form of a document that is signed manually or by way of a DocuSign digital signature or electronic copy thereof), in English, and shall be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) via facsimile transmission, with confirmed receipt or (e) via email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 14). Such notices shall be sent to the applicable party or parties at the address specified below:

If to Buyer, at:

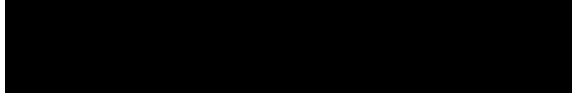
NextEra Energy Transmission Investments, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408-2683



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

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019-6131



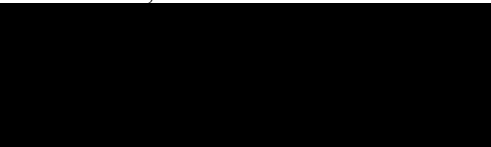
and

Pillsbury Winthrop Shaw Pittman LLP
Four Embarcadero Center, 22nd Floor
San Francisco, California 94111



If to Sellers' Representative, at:

Blackstone Power & Natural Resources Holdco, L.P.
c/o Blackstone Management Partners L.L.C.
345 Park Avenue
New York, NY 10154



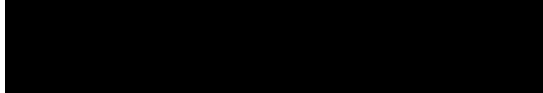
with copies (which shall not constitute notice) to:

GridLiance Holdco, LP
c/o GridLiance GP, LLC
201 E. John Carpenter Frwy
Suite 900
Irving, TX 75062



and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022



and

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Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002



If to Escrow Agent, at: U.S. Bank National Association, as Escrow Agent

ATTN: Global Corporate Trust Services
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

and to:

U.S. Bank National Association
ATTN: _____
Trust Finance Management

Telephone: _____
Facsimile: _____
E-mail: _____

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received.

15. Amendment and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties, *provided* that if Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, Escrow Agent shall provide written notice thereof to the other parties to this Agreement and such successor or transferee entity without any further act shall be the successor Escrow Agent.

16. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the State of Delaware in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts made as set forth in Section 16(a) and (e) waives any right to trial by jury in any action in connection with this Agreement.

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17. Entire Agreement, No Third-Party Beneficiaries. This Agreement, together with the other Transaction Documents, constitutes the entire agreement as among Sellers, Sellers' Representative and Buyer. This Agreement constitutes the entire agreement as among the signatory parties hereto relating to the holding, investment and disbursement of Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to Escrow Funds. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The Section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18. Counterparts; Delivery. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The delivery of copies of this Agreement and any Joint Written Direction and signature pages as a .pdf attachment to an email or by facsimile transmission in accordance with Section 14 shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

19. Termination. Subject to Section 11(a), this Agreement shall terminate upon the distribution of all Escrow Funds pursuant to any applicable provision of this Agreement.

[Signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

BUYER

**NEXTERA ENERGY TRANSMISSION
INVESTMENTS, LLC**

Name: [●]

Title: [●]

SELLERS' REPRESENTATIVE

**BLACKSTONE POWER & NATURAL
RESOURCES HOLDCO L.P.**

Name: [●]

Title: [●]

**U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent**

Name: [●]

Title: [●]

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SCHEDULE A

**U.S. BANK NATIONAL ASSOCIATION
Investment Authorization Form**

U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

Description and Terms

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its Corporate Trust customers. U.S. Bank’s Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

Automatic Authorization

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

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SCHEDULE B

Schedule of Fees for Services as Escrow Agent

[To be negotiated and finalized between Buyer and Escrow Agent]

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SCHEDULE C-1

REPRESENTATIVES OF BUYER

Each of the following person(s) is Representative of Buyer authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Buyer's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.

_____	_____	_____
Name	Specimen signature	Telephone No.

_____	_____	_____
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____	_____
Name	Telephone Number

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SCHEDULE C-2

REPRESENTATIVES OF SELLERS' REPRESENTATIVE

Each of the following person(s) is a Representative of Sellers' Representative authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Sellers' Representative's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No.
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_____ Name	_____ Specimen signature	_____ Telephone No.
---------------	-----------------------------	------------------------

_____ Name	_____ Specimen signature	_____ Telephone No.
---------------	-----------------------------	------------------------

If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Telephone Number
---------------	---------------------------

EXHIBIT C

Form of Joinder

This joinder (this “**Joinder**”) to the PURCHASE AND SALE AGREEMENT dated as of September 29, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) by and among the parties thereto, attached as Exhibit A hereto, is executed and delivered by [PARTNER] (“**Joining Seller**”) as of [DATE]. Each capitalized term used but not defined herein shall have the meaning set forth in the Purchase Agreement.

RECITALS

WHEREAS, the Joining Seller is a Partner under the Partnership Agreement, a copy of which is attached hereto as Exhibit B;

WHEREAS, Blackstone (as defined in the Partnership Agreement) has entered into a Drag-Along Transaction; and

WHEREAS, in satisfaction of its obligation under the Partnership Agreement, the Joining Party is entering into this Joinder to in furtherance of the consummation of such Drag-Along Transaction (and any related transactions) on the terms proposed by Blackstone in accordance with Section 3.5 of the Partnership Agreement.

JOINDER

NOW, THEREFORE, in consideration for the promises, representations and warranties and mutual covenants contained in the Partnership Agreement and Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Joining Seller hereby agrees to be bound by all of the terms of the Purchase Agreement as a Seller for all purposes under the Purchase Agreement, including with respect to the representations, warranties and covenants of each Seller contained therein.

[Signature page follows]

* * * * *

IN WITNESS WHEREOF, the Joining Seller has executed this Joinder as of the date first written above.

JOINING PARTY

Name: [●]

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* * * *

Exhibit A

Purchase Agreement

* * * *

Exhibit B

Partnership Agreement