



Bin 10230
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308-3374

December 8, 2022

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-5701

**RE: Georgia Power Company's Application for Approval of the
Distributed Energy Resource Customer Program Pilot Tariffs; Docket
No. 44846**

Dear Ms. Tanner:

Attached for filing is Georgia Power Company's Application for Approval of its Distributed Energy Resource ("DER") Customer Program Pilot tariffs made pursuant to the Georgia Public Service Commission's July 29, 2022 Order Adopting Stipulation in Georgia Power's 2022 Integrated Resource Plan in Docket No. 44160. In addition to the Demand Response Credit ("DRC-1") and Resiliency Asset Service ("RAS-1") Tariffs, the RAS Service Agreement is also included in this filing.

Please contact Mr. Chris Defnall at 404-506-2393 if you have any questions regarding this filing.

Sincerely,

/s/ Kelley M. Balkcom

Kelley M. Balkcom
Director, Regulatory Affairs
mmcclosk@southernco.com

ELECTRIC SERVICE TARIFF:

**DER DEMAND RESPONSE CREDIT RIDER
SCHEDULE: “DRC-1” (Pilot)**



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1 of 2	With Bills Rendered for the Billing Month of January, 2023	Original	13.10

AVAILABILITY:

Available throughout the Company's service area from existing lines of adequate capacity.

APPLICABILITY:

This schedule is applicable to qualifying Commercial and Industrial customers who are participating in the Company's Resiliency Asset Service (RAS) tariff and who contract with the Company in a separate RAS Service Agreement to provide, upon the Company's request, at least 1,000 kilowatts (kW) of demand reduction through a dispatchable Distributed Energy Resource (DER) installed by the Company. Multiple accounts under the same corporate ownership may be combined to meet the demand reduction requirements so long as (i) the minimum peak demand at each premises is at least 200 kW, and (ii) the customer has designated a single point of operational contact for notifications for all accounts under the DER DRC Customer Agreement. Participating customers must enter a written DER DRC Customer Agreement with the Company. Fixed Pricing Alternative (FPA), Electric Arc Furnace (EAF), Demand Plus Energy Credit (DPEC), and Time of Use – Supplier Choice (TOU-SC) customers are not eligible for this schedule.

TYPE OF SERVICE:

Three phase, 60 hertz, at a standard voltage.

DESCRIPTION:

This schedule allows participating customers to earn bill credits for demand reduction achieved through a behind-the-meter DER installed under the RAS tariff. Customer will receive credits on their electric bill in exchange for reduction of the customer's electric demand through operation of the DER during periods of extreme supply and demand conditions, such conditions defined as a Demand Response Event. The Company will notify the customer at least 30 minutes prior to each time the customer must provide demand reductions under this schedule.

DETERMINATION OF NON-FIRM DEMAND LEVEL, FIRM DEMAND LEVEL, AND CREDITS:

Non-Firm Demand Level (NDL) is the demand level that the customer agrees to reduce via a DER during a demand response event. NDL must be equal to or less than the nameplate capacity of the customer's DER and must be at least 200kW at each premises. For Real Time Pricing (RTP) customers, a Firm Demand Level (FDL) is the demand level that the customer's measured demand cannot exceed during a demand response event and must be lower than the customer's Customer Baseline Load (CBL) by at least the NDL.

The customer's NDL and FDL, where applicable, will be established in a separate DER DRC Customer Agreement with the Company. A customer's NDL must not exceed the customer's maximum measured demand for the year, and for RTP customers it must not exceed the contracted CBL demand. Monthly credits will be paid to the customer based on the product of the NDL and Credit Value as specified in the DER DRC Customer Agreement. Such Credit Value will be determined based upon the levelized value of demand reduction derived from the Company's capacity price forecast.

The customer's maximum measured demand will be subject to an annual review. If the contracted NDL differs from the customer's maximum measured demand during an annual review, the NDL may be adjusted by the Company to reflect the measured demand observed during the review. If an adjustment to the NDL is necessary, the Credit Value may also be adjusted by the Company. The contracted NDL and FDL, where the FDL is applicable, may be adjusted at any time by mutual agreement of the customer and the Company.

Credits will begin once the DER under RAS has been commissioned and the customer achieves normal load operations as contracted in the DER DRC Customer Agreement.

SCHEDULE: "DRC-1"

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COMPLIANCE INCENTIVE:

If (i) the customer prevents the operation of the DER during a Demand Response Event, (ii) the RAS Service Agreement is terminated for any reason, (iii) the customer fails to comply with the terms and conditions of this schedule or the DER DRC Customer Agreement, or (iv) with respect to an RTP customer, the customer does not comply to the FDL during a Demand Response Event, then the Company may (a) temporarily suspend service under this schedule, or (b) terminate service under this schedule. If the Company terminates service under this schedule, the compliance incentive may be enforced.

The compliance incentive includes immediate suspension of future monthly credits under this schedule and the customer will be billed for the difference in the net present value of credits paid to the customer and the demand response value received from the customer since the effective date of the DER DRC Customer Agreement. Additionally, the compliance incentive may include a replacement cost equal to the Company's capacity price forecast for the next sixty (60) months multiplied by the contracted NDLC.

ADMINISTRATIVE CHARGE:

Customers participating under this schedule will be billed an administrative charge of \$120.00 per month. If additional metering, testing, or communication equipment is required, the equipment and its installation must be paid for by the customer in addition to the administrative charge.

LIMITS ON DEMAND REDUCTION:

Customers participating under this schedule will contract with the Company to provide a specific number of continuous demand response hours per event as agreed to by the customer and the Company in the required DER DRC Customer Agreement.

The maximum hours of demand reduction per year is 200.

TERM OF SERVICE:

The DER DRC Customer Agreement will identify the term of service, which will not exceed the term of the corresponding RAS Service Agreement.

GENERAL TERMS & CONDITIONS:

The charges and payments calculated under this schedule are subject to change in such an amount as may be amended and approved by the Georgia Public Service Commission. The Company reserves the right to terminate service under this schedule and to terminate any related agreement, without penalty or further obligation of Company, if (i) DRC is discontinued with the approval of the Georgia Public Service Commission, (ii) the participating customer fails to meet any obligations or requirements under DRC or the related DER DRC Customer Agreement, or (iii) where termination is otherwise consistent with the Georgia Power Company Rules and Regulations for Electric Service.

The credit calculated under this schedule is subject to change in such an amount as may be approved and/or amended by the Georgia Public Service Commission under the provisions of applicable riders and other schedules.

Service hereunder is subject to the Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.

ELECTRIC SERVICE TARIFF:

**RESILIENCY ASSET SERVICE
SCHEDULE: "RAS-1" (Pilot)**



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AVAILABILITY:

Available throughout the Company's service area from existing lines of adequate capacity. Service under this schedule is limited to 250 megawatts (MW).

APPLICABILITY:

Applicable to qualifying Commercial and Industrial customers with a minimum annual peak load of 200 kilowatts (kW), as defined in the Company's Rules, Regulations, and Rate Schedules for Electric Service, and subject to the Company's terms and conditions of participation.

DESCRIPTION:

The Company will provide resiliency service to participating customers through the installation and operation of a Company-owned Distributed Energy Resource (DER) and related equipment, as determined by the Company, at the premises of participating customers. The Company will conduct an evaluation of the participating customer's requirements and develop a DER resiliency solution for the customer.

Participating customers must enter into a written Resiliency Asset Service Agreement (Agreement) with the Company, referencing this schedule, as a condition of participation. The Company will install the DER and related equipment behind the participating customer's meter. The capacity of the DER may not exceed the customer's annual peak load at the premises served under this schedule and will have a minimum capacity of 200 kW. Charges for service under this schedule are in addition to charges under the customer's standard electric service tariff and any other applicable charges.

PRICING METHODOLOGY:

Monthly charges for service under this schedule will be calculated based on both the capital costs and operating expenses associated with the provision of the resiliency service through the DER and related equipment, as well as applicable fuel costs.

The capital cost component of the monthly charge will be levelized over the term of the Agreement and will be based upon the cost of the DER and related equipment, including any capital replacement costs expected to be incurred during the Agreement term, multiplied by the Company's weighted average cost of capital.

Operating expenses will also be levelized over the Agreement term, and these costs include, but are not limited to, non-fuel operational and maintenance expenses for the DER and related equipment, administrative and general expenses, insurance, depreciation expenses, income taxes, and property taxes.

Where appropriate, fuel costs for the operation of the DER and related equipment will be projected for the annual billing period and levelized over twelve (12) months. Fuel expenses include, but are not limited to, the cost of fuel consumed, transportation costs, inventory costs, storage costs, emissions allowances, and taxes. On an annual basis, actual fuel costs will be reconciled with the projected fuel costs over the period and any over or under recovery will be spread equally over the following twelve (12) months. The Company will perform a final reconciliation of fuel costs upon termination of service under this schedule.

SCHEDULE: "RAS-1"

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TERM OF CONTRACT:

The term of service will be specific to each participating customer and set forth in the Agreement.

GENERAL TERMS & CONDITIONS:

The charges and payments calculated under this schedule are subject to change in such an amount as may be amended and approved by the Georgia Public Service Commission. The Company reserves the right to terminate service under this schedule and to terminate any related Agreement, without penalty or further obligation of Company, if (i) RAS is discontinued with the approval of the Georgia Public Service Commission, (ii) the participating customer fails to meet any obligations or requirements under RAS or the related Agreement, or (iii) where termination is otherwise consistent with the Georgia Power Company Rules and Regulations for Electric Service.

Service hereunder is subject to the Georgia Power Company Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.

**RESILIENCY ASSET SERVICE AGREEMENT
FOR #SITENAME#
BETWEEN GEORGIA POWER COMPANY
AND #CUSTOMERLEGALNAME#**

This agreement contains confidential information for use by Georgia Power Company, Customer, or their affiliates only; do not disclose, copy, or scan for any other purpose, except to the extent required by law or allowed by contract.

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Resiliency Asset Service Agreement

for #Sitename#

Between Georgia Power Company

and #CustomerLegalName#

Georgia Power Company (“GPC”), a Georgia corporation, and #CustomerLegalName#, #a/an #OrgState# #OrgStructure# (“Customer”) (GPC and Customer, each a “Party” and collectively the “Parties”) enter into this **Resiliency Asset Service Agreement** (“Agreement”) as of the Effective Date described below.

RECITALS

WHEREAS, Customer desires that GPC provide, and GPC agrees to provide to Customer, an alternative source of power supply in the event Customer’s normal electric supply is disrupted (the “**Resiliency Service**”), as more specifically described in the Statement of Work attached as **Exhibit A** (the “**SOW**”) at the Customer facility located at _____ (the “**Site**”).

NOW, THEREFORE, in consideration of their mutual promises and undertakings, and other good and valuable consideration, the receipt, and sufficiency of which each Party acknowledges, and intending to be legally bound, the Parties agree as follows:

PART 1. AGREEMENT AND SCOPE

1.1 Effective Date and Term. This Agreement will become effective when accepted by GPC, as evidenced by the signature of GPC’s authorized representative on the signature page (“**Effective Date**”). The term of this Agreement will commence on the Effective Date and, unless terminated in accordance with Part 4 (*Agreement Expiration or Termination*), will continue for ____ years following the Commercial Operation Date as defined in Section 2.5 (*Commercial Operation*) (the “**Term**”).

1.2 Scope of Agreement. The Resiliency Service provided under this Agreement is subject to the rules and orders of the Georgia Public Service Commission (“**PSC**”); GPC’s RAS Tariff as approved or subsequently revised by the PSC; and GPC’s Rules, Regulations, and Rate Schedules for Electric Service as now effective, or as revised, amended, or supplemented during the Term (each incorporated by reference herein (collectively, the “**Electric Tariff**”).

PART 2. SERVICE BY GPC

2.1 Scope of Resiliency Service. GPC will design, procure, install, own, operate, and provide maintenance to all alternative sources of power supply to furnish the Resiliency Service as more specifically described in the SOW (the “**Equipment**”). Customer acknowledges and agrees that: (i) the Equipment will be removable and will not be a fixture or otherwise part of the Site; (ii) GPC will own the Equipment; and (iii)

Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement is: (a) for GPC's provision of Resiliency Service to Customer using the Equipment; and (b) not for the license, rental, or lease of the Equipment by GPC to Customer.

2.2 Grant of Easement to GPC. Customer hereby grants to GPC: (i) an access easement to the Site with rights of access, ingress, and egress, to enter upon, in, on, and under the Site sufficient to allow GPC, in GPC's sole but reasonable discretion, to: (a) engineer, design, procure, supply, install, interconnect, manage, supervise, inspect, maintain, operate, test, monitor, repair, replace, rebuild, restore, or remove the Equipment (including the right to laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles); (b) inspect and provide maintenance for the Equipment; or (c) provide any other service contemplated or necessary to perform under this Agreement; and (ii) immediate unlimited access to the Site, if any event creates an imminent risk of damage or injury to the Equipment, any person, or any person's property, to take such action as GPC deems appropriate to prevent such damage or injury (collectively, "**Access**"). Upon the Effective Date, Customer will provide GPC with a fully completed Site Control Affidavit in the form attached as **Exhibit B**. After the Parties have reached an agreement as to the Equipment location(s), GPC will obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. Customer also must obtain and provide mortgage subordinations, as necessary to protect GPC's rights of Access. Upon receiving the signed easement and any associated mortgage subordinations, GPC may record GPC's easement rights in the public records of the county where the Site is located. All such costs related thereto (including the cost to obtain any legal description) will be included in the calculation of Customer's Monthly Resiliency Service Payment. Failure to provide the requested documents in this Section 2.2 within ninety (90) days after the Effective Date will be a material breach of this Agreement, unless such 90-day period is extended in writing by GPC. Customer agrees that it will not interfere with GPC's right of Access to the Site.

2.3 Permits and Regulatory Requirements. GPC will be responsible for obtaining and complying with any license or permit required to be in GPC's name to enable it to provide the Resiliency Service. Customer will be responsible for obtaining and complying with any license, permit, or approval from proper authorities required to be in Customer's name in order for Customer to receive the Resiliency Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required license, permit, or approval.

2.4 Design and Installation. GPC will design, procure, and install the Equipment pursuant to requirements of the SOW.

2.5 Commercial Operation. Upon completion of the installation of the Equipment in accordance with the SOW, GPC will deliver to Customer a notice that the Equipment is ready for commercial operation, with the date of such notice being the "**Commercial Operation Date**."

2.6 Equipment Maintenance; Alterations. During the Term, GPC will maintain the Equipment consistent with GPC's maintenance standards but in no event less than generally accepted industry practices for the maintenance of equipment used as an independent source of electricity to supplement permanent power sources in the event of power outages. Customer will promptly notify GPC when Customer has knowledge of any operational issue or damage related to the Equipment. GPC will inspect and repair the Equipment that is not properly operating within the timelines agreed upon in the SOW. GPC will invoice Customer for repairs that are Customer's financial responsibility under Section 3.3C (*Risk of Loss to Equipment (Customer Responsibility)*), due and payable by Customer within thirty (30) days after the date of such invoice. During the Term, Customer will not: (i) manually operate or test the Equipment; or (ii) move, modify, remove, adjust, alter, or change in any material way the Equipment, or any part thereof. Any replacement of, or alteration or addition to, the Equipment will become part of the Equipment. If Customer breaches this Section 2.6, GPC, at its option and in its sole discretion, may restore the Equipment to its original condition at Customer's sole cost and expense.

2.7 GPC Operation and Testing of Equipment. GPC will have the exclusive right to manually or remotely operate the Equipment, including, for the purpose of testing the Equipment to verify that it will operate within required parameters. Customer agrees that all data and information generated by the Equipment and all data and information generated by other equipment owned by Customer related to the Equipment shall be owned exclusively by GPC and GPC shall have the exclusive right to such data and information for research and development purposes and for any other lawful purpose for which GPC might utilize such data and information.

2.8 Customer Responsibilities. Unless agreed to by GPC in writing, Customer will not modify its electrical system at the Site in a manner that exceeds the capacity of the Equipment. Customer, at its sole expense, must keep the Site free and clear of anything that could: (i) impair the maintenance or removal of the Equipment; (ii) impair GPC's operation or testing of the Equipment pursuant to Section 2.7 (*GPC Operation and Testing of Equipment*); or (iii) cause damage to the Equipment.

PART 3. FINANCIAL TERMS AND RISK OF LOSS

3.1 Customer Payments.

A. Fees. Customer's monthly Resiliency Service payment will be in the amount set forth in the SOW ("**Monthly Resiliency Service Payment**"). Any monthly fuel charges specified in the SOW will be included in the Monthly Resiliency Service Payment and, if applicable, GPC will recalculate such monthly fuel charges annually in accordance with any applicable riders, schedules, or tariffs approved by the PSC, and such recalculated monthly fuel charges will be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Resiliency Service Payment and any fuel charges. The Monthly Resiliency Service Payment will be included as an additional line item on Customer's monthly electric bill.

B. Commencement of Monthly Resiliency Service Payment. Customer's obligation to pay the Monthly Resiliency Service Payment, plus applicable fuel charges and taxes will begin on the Commercial Operation Date and will be due and payable by Customer pursuant to the payment terms of Customer's monthly electric bill.

C. Late Payment. Any Monthly Resiliency Service Payment not paid as of the past due date is subject to a late payment charge of 1.5% (or such other amount as may, from time to time, be prescribed by the Electric Tariff) and applied to any past due unpaid balance (each, a "**Late Payment Charge**"). Further, if Customer fails to make any undisputed payment owed to GPC pursuant to this Agreement within five (5) business days after receiving written notice from GPC that such payment is past due, GPC may cease to supply Resiliency Service under this Agreement until Customer has paid the bills due. It is understood, however, that discontinuance of Resiliency Service pursuant to the preceding sentence will not constitute a breach of this Agreement by GPC, nor will it relieve Customer of the obligation to comply with all payment obligations under this Agreement.

3.2 Customer Credit Requirements. At the discretion of GPC and subject to the confidentiality obligations of this Agreement, GPC may request, and Customer will provide to GPC, the most recent financial statements of each of Customer and its parent company and such other documents as necessary for GPC to determine the creditworthiness of Customer. GPC also may use debt ratings provided by credit rating agencies or consult credit rating services to determine Customer creditworthiness. In the reasonable discretion of GPC to ensure Customer's ability to pay under this Agreement, upon GPC's request, Customer will provide cash security or an irrevocable standby letter of credit: (i) issued by a nationally-recognized bank under authority of the Comptroller of the Currency, and that is subject by law to supervision and examination by state or federal authority having supervision over banking institutions; (ii) acceptable to GPC; and (iii) in the form attached as **Exhibit C**, each in an amount as set forth in the SOW. Failure to provide the requested security within ninety (90) days after GPC's request will be a material breach of this Agreement, unless such 90-day period is extended in writing by GPC. Upon the end of the Term and after GPC has received final payment for all amounts owed under this Agreement, including any applicable Termination Fee pursuant to Section 4.1 (*Termination by Customer for Convenience*), for Resiliency Service incurred under this Agreement, any cash security held by GPC under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to GPC.

3.3 Title and Risk of Loss.

A. Title. Customer agrees that Equipment installed at the Site is and will remain the sole property of GPC unless and until such time as Customer exercises any purchase option set forth in this Agreement and pays such applicable purchase price to GPC. GPC reserves the right to modify, upgrade, alter, or add to the Equipment as GPC deems necessary, in its sole discretion, for the continued supply of the Resiliency Service. Any modification, upgrade, alteration, or addition

to the Equipment or replacement of the Equipment will become part of the Equipment and will be subject to the ownership provisions of this Section 3.3A (*Title*). The Parties agree that the Equipment is personal property of GPC and not a fixture to the Site and will retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code, as in effect in the state of Georgia. In order that GPC may evidence, perfect, or continue the perfection of GPC's interest in the Equipment, Customer acknowledges that GPC may file one or more financing statements, financing statement amendments, continuation statements, or fixture filings pursuant to the Uniform Commercial Code.

B. Liens. Customer must not file, and must prevent third parties from filing, a lien, garnishment, charge, security interest, claim, or other encumbrance against the Equipment (any of the foregoing, a "**Lien**"). Customer must cause any Lien filed in violation of this Section 3.3.B to be cancelled, discharged, dissolved, or removed at no expense to GPC within thirty (30) days after Customer becomes aware of any such Lien. After such thirty (30) day period, GPC will have the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause any such Lien or claim to be cancelled, discharged, dissolved, or removed by whatever means GPC chooses, and Customer will promptly reimburse GPC for all reasonable costs incurred. Customer will provide timely notice of GPC's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Site.

C. Risk of Loss to Equipment (Customer Responsibility). CUSTOMER WILL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT AT THE SITE TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTION, NEGLIGENCE, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE OF CUSTOMER, OR ITS EMPLOYEE, CONTRACTOR, REPRESENTATIVE, AGENT, INVITEE, OR GUEST; IF THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACT OR TORTIOUS CONDUCT, CUSTOMER WILL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER CUSTOMER'S INSURANCE AS REQUIRED BY SECTION 5.4B (*INSURANCE TO BE MAINTAINED BY CUSTOMER*) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (collectively, a "**Customer Casualty**"). Any proceeds provided by such insurance for loss or damage to the Equipment will be promptly paid to GPC.

D. Risk of Loss to Equipment (GPC Responsibility). If the Equipment is damaged and it is not a Customer Casualty, GPC will repair or replace the Equipment at GPC's cost, or, if the Equipment is so severely damaged that substantial replacement is necessary, GPC, in its sole discretion, may either: (i) pursuant to Section 4.3 (*Termination by GPC for Convenience or by Company Due to Change in Law*) terminate this Agreement for its convenience upon written notice to Customer, provided that GPC will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to

pay any outstanding Monthly Resiliency Service Payments, fuel charges, and applicable taxes for Resiliency Service provided to Customer up to and through the date the Equipment was damaged; or (ii) replace the Equipment and adjust the Monthly Resiliency Service Payment to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, GPC has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to the Equipment that GPC elects not to remove will transfer to Customer upon written notice by GPC to Customer of such election.

PART 4. AGREEMENT EXPIRATION OR TERMINATION.

4.1 Termination by Customer for Convenience. Subject to the obligation of Customer to pay GPC the Termination Fee (as defined below), Customer may elect to terminate this Agreement for convenience upon written notice to GPC at least one-hundred eighty (180) days prior to the effective date of termination. The “**Termination Fee**” will be an amount equal to (i) any outstanding Monthly Resiliency Service Payments, fuel charges, and applicable taxes for Resiliency Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by GPC prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by GPC, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by GPC under Section 3.2 (*Customer Credit Requirements*)). GPC will invoice Customer, and Customer will pay GPC, the Termination Fee, due within thirty (30) days after the date of invoice. If applicable, GPC’s invoice will include an estimated salvage value of Equipment removed by GPC. GPC retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days after GPC’s removal of the Equipment. For purposes of calculation of the Termination Fee, the salvage value of the Equipment will consider the value, if any, of repurposing the Equipment. For the avoidance of doubt, GPC has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that GPC elects not to remove will transfer to Customer upon written notice by GPC to Customer of such an election.

4.2 Termination by Customer Due to Change in Law. Subject to the obligation of Customer to pay GPC the Termination Fee, Customer may elect to terminate this Agreement immediately upon written notice to GPC as a result of PSC action or change in applicable law, rule, regulation, ordinance, or permit of any federal, state, or local authority, or of any agency thereof, that has the effect of terminating, limiting, or otherwise prohibiting GPC’s ability to provide the Resiliency Service. Upon termination by Customer under this Section 4.2, for the avoidance of doubt, GPC has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that GPC elects not to remove will transfer to Customer upon written notice by GPC to Customer of such an election. GPC will invoice Customer, and Customer will pay GPC, the Termination Fee, due within thirty (30) days after the date of invoice. GPC’s invoice may include an estimated salvage value of Equipment removed by GPC. GPC retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days after GPC’s removal of Equipment.

4.3 Termination by GPC for Convenience or by Company Due to Change in Law.

In addition to GPC's right to terminate for convenience pursuant to Section 3.3.D (*Risk of Loss to Equipment (GPC Responsibility)*), GPC has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part immediately upon written notice to Customer as a result of PSC action or change in applicable law, rule, regulation, ordinance, or permit of any federal, state or local authority, or of any agency thereof, that has the effect of terminating, limiting or otherwise prohibiting GPC's ability to provide the Resiliency Service. Upon a termination for convenience by GPC pursuant to Section 3.3.D (*Risk of Loss to Equipment (GPC Responsibility)*) or this Section 4.3, Customer must choose to either: (i) purchase the Equipment upon payment of (a) a transfer price mutually agreeable to GPC and Customer, plus (b) GPC's cost to reconfigure the Equipment to accept standard electric service from GPC, plus (c) any outstanding Monthly Resiliency Service Payments, fuel charges, and applicable taxes for Resiliency Service provided to Customer prior to the effective date of termination, plus (d) any unrecovered fuel and maintenance costs expended by GPC prior to the effective date of termination, minus (e) any cash security held by GPC under this Agreement; or (ii) request that GPC remove the Equipment, at GPC's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, GPC has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that GPC elects not to remove will transfer to Customer upon written notice by GPC to Customer of such an election. If Customer and GPC cannot reach agreement as to the transfer price of the Equipment within ninety (90) days after GPC's notice of termination under this Section 4.3, Customer will be deemed to have elected for GPC to remove the Equipment.

4.4 Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, GPC or Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "**Event of Default**"): (i) Customer fails to timely pay the Monthly Resiliency Service Payment and fails to cure such deficiency within thirty (30) business days after written notice from GPC; (ii) GPC materially breaches an Agreement obligation and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term, or condition under this Agreement and such failure is not cured within thirty (30) days after written notice thereof by GPC; (iv) subject to Section 6.5 (*Assignment*), Customer sells, transfers, or otherwise disposes of the Site; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("**Guarantor**") sells, transfers, or otherwise disposes of all or substantially all of Customer's assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to GPC in connection with this Agreement proves at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Site.

A. Termination by GPC for Cause. Upon a termination for cause by GPC, GPC will have the right to access and remove the Equipment and Customer will

be responsible for paying the Termination Fee as more fully described in Section 4.1 (*Termination for Convenience by Customer*). For the avoidance of doubt, GPC has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that GPC elects not to remove will transfer to Customer upon written notice by GPC to Customer of such an election. Additionally, Customer will be liable to GPC for any attorneys' fees or other costs incurred in collection of the Termination Fee. If GPC and a purchaser of the Site (who has not assumed this Agreement pursuant to Section 6.5 (*Assignment*)) agree upon a purchase price of the Equipment, such purchase price will be credited against the Termination Fee owed by Customer.

B. Termination by Customer for Cause. Upon a termination for cause by Customer, Customer must choose to either: (i) pursue the purchase option pursuant to Section 4.5A (*Customer Purchase Option*), or (ii) request that GPC remove the Equipment, at GPC's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, GPC has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that GPC elects not to remove will transfer to Customer upon written notice by GPC to Customer of such an election.

4.5 Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer will provide GPC with written notice of an election of one of the following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed upon by GPC and Customer, for a term and price to be agreed upon between GPC and Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 4.5A (*Customer Purchase Option*) plus applicable taxes, plus any outstanding Monthly Resiliency Service Payments, fuel charges, and applicable taxes, for Resiliency Service provided to Customer prior to the expiration of the Term, or (iii) to request that GPC remove the Equipment and for Customer to pay GPC the Termination Fee. If Customer fails to make a timely election, Customer will be deemed to have elected for GPC to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, GPC has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that GPC elects not to remove will transfer to Customer upon written notice by GPC to Customer of such an election. If option (i) or (ii) is selected by Customer, but the Parties have failed to reach an agreement as to the terms of the applicable option by the expiration of the then-current Term, the Agreement will automatically renew on a month-to-month basis until: (y) the date on which the Parties reach an agreement and finalize the option, or (z) the date Customer provides written notice to GPC to change its election to option (iii) above.

A. Customer Purchase Option. Pursuant to the purchase option under Section 4.4.B (*Termination by Customer for Cause*), Section 4.5 (*Expiration of Agreement*), or Section 6.5 (*Assignment*), Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of: (a) GPC's unrecovered capital cost of the Equipment, or (b) the mutually agreed upon fair market value of the Equipment, plus (ii) GPC's cost to reconfigure the Equipment to accept standard electric service from GPC, plus (iii) any outstanding Monthly

Resiliency Service Payment, fuel charges, and applicable taxes for Resiliency Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by GPC prior to the effective date of termination; minus (v) any cash security held by GPC under this Agreement. GPC will invoice Customer the purchase option price within thirty (30) days after Customer's election of the purchase option, due and payable by Customer within thirty (30) days after the invoice date. If Customer and GPC cannot agree on the purchase price of the Equipment within thirty (30) days after Customer's election of the purchase option, then such purchase option will expire, and GPC will invoice Customer, and Customer will pay GPC, the Termination Fee, due within thirty (30) days after the date of invoice. GPC's invoice may include an estimated salvage value of Equipment removed by GPC. GPC retains the right to invoice Customer based upon actual salvage value after GPC's removal of the Equipment.

B. Termination of Easements. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Part 4, GPC will, subject to GPC's rights with respect GPC's right to remove the Equipment, provide Customer with a release of easements in a form mutually agreed upon between the Parties.

PART 5. RISK AND CLAIMS

5.1 No Warranty or Guarantee of Uninterrupted Electricity. CUSTOMER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE PROVISION OF RESILIENCY SERVICE WARRANTS OR GUARANTEES UNINTERRUPTED ELECTRIC SERVICE TO ALL OR ANY PORTION OF THE SITE OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF RESILIENCY SERVICE WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICE. CUSTOMER ACCEPTS THE RISK THAT THERE MAY BE PERIODIC INTERRUPTIONS OF ELECTRIC SERVICE, WHICH INTERRUPTIONS WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT BY GPC OR GIVE RISE TO ANY CLAIM OR RIGHT OF SET-OFF BY CUSTOMER AGAINST GPC.

5.2 Damages Waiver; No Third-Party Beneficiaries. NEITHER PARTY, NOR ANYONE CLAIMING THROUGH EITHER PARTY, IS LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, INDIRECT, TREBLE, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, PROFIT, INCOME, TAX BENEFIT, DATA, BUSINESS OPPORTUNITY, OR ANTICIPATED SAVINGS; DAMAGE TO BUSINESS REPUTATION; BUSINESS INTERRUPTION OR IDLED EQUIPMENT COSTS; OR INCREASED OVERHEAD, FINANCING, OR OPERATING COSTS) ARISING OUT OF: (i) THIS AGREEMENT OR ANY DAMAGE OR DELAY IN CONNECTION WITH THIS AGREEMENT, (ii) A PARTY'S ACT OR FAILURE TO ACT, OR (iii) PERFORMANCE OR NON-PERFORMANCE, UNDER THIS AGREEMENT, IN EACH CASE WHETHER OR NOT REASONABLE, FORESEEABLE, CONTEMPLATED, OR AVOIDABLE. THIS SECTION 5.2 APPLIES REGARDLESS OF FAULT AND WILL SURVIVE AGREEMENT TERMINATION, CANCELLATION,

SUSPENSION, COMPLETION, OR EXPIRATION. THIS AGREEMENT IS FOR THE SOLE BENEFIT OF THE PARTIES AND NOTHING HEREIN, EXPRESS OR IMPLIED, IS INTENDED TO OR WILL CONFER UPON ANY OTHER PERSON OR ENTITY ANY LEGAL OR EQUITABLE RIGHT, BENEFIT, OR REMEDY OF ANY NATURE WHATSOEVER UNDER OR BY REASON OF THIS AGREEMENT.

5.3 Force Majeure. “**Force Majeure Event**” means an act, event, or condition, whether foreseeable or not, that is (i) beyond the reasonable control of the Party whose performance is prevented (the “**Affected Party**”), (ii) not the result of the action, inaction, omission, fault, negligence, or wanton or willful misconduct of the Affected Party (or any person or entity over whom the Affected Party has control), (iii) could not have been avoided by the Affected Party’s exercise of reasonable diligence and care, and (iv) prevents or delays timely performance of an obligation owed by the Affected Party under this Agreement, such as the following, to the extent the foregoing conditions are satisfied: (a) acts of God, such as hurricane, earthquake, tornado, rain, lightning, flood, wind, hail, snow, ice, or fire; (b) explosion, terrorist act, civil disturbance, riot, insurrection, sabotage, war, blockade, embargo, act of civil or military authority; (c) epidemic, pandemic, quarantine, or other public health crisis; (d) strike, lockout, or other labor problem (including labor shortage or unavailability of adequate labor); or (e) unavailability of fuel, supplies, equipment, utilities, or materials. If the Affected Party is rendered unable to perform its obligations under this Agreement as a result of a Force Majeure Event, and if the Affected Party, within ten (10) business days after becoming aware of the event giving rise to the Force Majeure Event, gives the other Party notice of such Force Majeure Event, then the obligations of the Affected Party and the corresponding obligations of the other Party (except for any payment obligation arising under this Agreement, all of which obligations will continue) will be suspended to the extent and for the period made necessary by such Force Majeure Event, except that the Affected Party must use commercially reasonable efforts to confer with the other Party and to mitigate the effects of the Force Majeure Event insofar as possible and as soon as possible. The foregoing requirement that any Force Majeure Event be remedied as soon as possible will not be interpreted to require the settlement of labor disputes, strikes, or lockouts by the Affected Party, who will have sole discretion to settle such labor disputes, strikes, or lockouts.

5.4 Insurance and Indemnity.

A. Insurance to Be Maintained by GPC.

(i) At any time GPC is performing Resiliency Service under this Agreement at the Customer Site, GPC will, maintain or will self-insure, at its sole cost and expense (i) commercial general liability insurance (or equivalent) in the amount of One Million Dollars (\$1,000,000.00) per occurrence and in the annual aggregate for bodily injury or death or property damage, (ii) automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit and in the annual aggregate for all owned, non-owned, leased and hired automobiles, (iii) umbrella or excess liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and in the annual aggregate, and (iv)

workers' compensation insurance coverage covering Customer's legal liability under applicable state or federal workers' compensation or occupational disease laws for personal injury or death claims in amounts required by statute and Employers' Liability coverage with limits of One Million Dollars (\$1,000,000.00) per accident, by disease and per policy and per employee.

(ii) GPC will maintain property insurance for the Equipment used under this Agreement on a replacement cost basis and written on a Special "all risk" policy form. Under this coverage, GPC shall require its property insurers to waive subrogation against Customer to the extent allowed by applicable law.

(iii) Upon the request of Customer, GPC will provide Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.

(iv) Notwithstanding any other requirement set forth in this Section 5.4A, GPC may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.

B. Insurance to Be Maintained by Customer. Customer, during and throughout the Term of this Agreement, will, maintain, at its sole cost and expense, with insurer(s): (a) rated "A-, VII" or higher by A.M. Best's Key Rating Guide (or equivalent); (b) whose financial condition and policy forms are acceptable to GPC; and (c) authorized to transact insurance in the state of Georgia:

(i) commercial general liability insurance with minimum limits no less than the Minimum CGL Limit (identified below) per occurrence for bodily injury or death or property damage. The Minimum CGL Limit will be established based on the Equipment value identified in the SOW as follows:

Equipment Value	Minimum CGL Limit
\$0.01 - \$1,000,000.00	\$1,000,000.00
\$1,000,000.01 - \$10,000,000.00	\$5,000,000.00
\$10,000,000.01 - \$20,000,000.00	\$10,000,000.00
\$20,000,000.01 or more	The greater of \$21,000,000.00 and the Equipment Value

(ii) automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella or excess insurance policy with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, and (iv) workers' compensation insurance coverage covering Customer's legal liability under applicable state or federal workers' compensation or occupational disease laws for personal injury or death claims in amounts required by statute and Employers' Liability coverage with limits of One

Million Dollars (\$1,000,000.00) per accident, by disease and per policy and per employee.

(iii) Customer will maintain property insurance for property used under this agreement on a replacement cost basis and written on a Special “all risk” policy form. To the extent that Customer uses a deductible in conjunction with the property insurance required by this Agreement, the deductible shall not exceed Five Million Dollars (\$5,000,000.00) without prior permission from GPC. Under this coverage, Customer shall waive and require its insurers to waive subrogation against GPC, its parent and affiliates to the extent allowed by applicable law.

With respect to insurance required in Section 5.4.B(II)(i), Section 5.4.B(II)(ii), and Section 5.4.B(II)(iii) above, Customer will name GPC, its parent, officers, directors, and affiliates as an additional insured and provide a waiver of subrogation in favor of GPC.

(a) To the fullest extent allowed by applicable law, GPC must be an additional insured under each of the commercial general liability, automobile liability, and excess or umbrella insurance policies. Additional insured status, including coverage for ongoing and completed operations, will apply to a claim arising from Agreement performance of Customer or caused in whole or in part by an act or omission of Customer or those acting on its behalf, but will not apply to a claim resulting from the sole negligence of GPC (including its affiliates).

(b) To the fullest extent allowed by applicable law, Customer must require its insurers to waive a right of subrogation against GPC (including its affiliates) under state or federal workers’ compensation or employer’s liability law. The waiver provided under this subsection will not apply to a claim resulting from the sole negligence of GPC (including its affiliates), except as allowed by applicable law. Neither a contractual duty to procure or maintain insurance, compliance with the insurance requirements of this Agreement, nor the existence of, or coverage under, an insurance policy waives or limits Customer’s liability under this Agreement or applicable law.

(c) The commercial general liability and automobile liability policies must cover liability assumed in this Agreement. Customer must notify GPC in writing at least thirty (30) days before the effective date of a required policy cancellation or material change. If Customer fails to satisfy any requirements in this Section 5.4.B, GPC, in its sole discretion, may procure any insurance coverage to remedy any such failure and the cost of same will be reimbursed by Customer promptly upon demand.

(d) To the extent Customer uses deductibles for required insurance, as between GPC and Customer, such deductibles will be expenses of Customer.

(e) No later than thirty (30) days following the Effective Date, and at least annually during each calendar year of the Term upon policy renewal, Customer must submit certificates or documentation showing required coverages, policy term, and inclusion of required endorsements (if applicable) and, upon request, must provide policy language or documentation to confirm coverage. GPC's receipt, review, or retention of these documents, or decision not to do so, neither waives a right regarding Customer's insurance, nor creates a duty to: (a) verify suitability or validity; (b) notify Customer of any matter regarding its insurance; or (c) ensure satisfaction of Agreement insurance requirements.

C. Insurance to Be Maintained by Both Parties. To the fullest extent, each Party shall be responsible for insuring loss of or damage to their property, wherever located, on a replacement cost basis and written on a special "all risk" policy form. To the extent that Customer uses a self-insured retention in conjunction with the property insurance required by this Agreement, the self-insured retention must not exceed Five Million Dollars (\$5,000,000.00) without prior permission from GPC. With respect to any property insurance that a Party maintains on its own property, each Party shall provide for a waiver of the underwriters' right to subrogation against the other Party to the extent allowed by applicable law.

5.5 Indemnity. Customer will indemnify, hold harmless, and defend GPC (including its affiliates) from and against any and all liability, proceedings, suits, cost, or expense for loss, damage, or injury to persons or property ("**Losses**") to the extent arising out of, connected with, relating to, or in any manner directly or indirectly connected with this Agreement, except that nothing in this Section 5.5 will require Customer to indemnify GPC for Losses caused by GPC's (including its affiliates') sole negligence, gross negligence, or willful misconduct. The provisions of this Section 5.5 will survive termination or expiration of this Agreement.

PART 6. MISCELLANEOUS

6.1 Publicity and Confidentiality. Customer may not use, for any purpose (public or private), a GPC logo, trademark, or other protected branding name or symbol. Customer must keep this Agreement, and all written or oral communications regarding the Resiliency Service covered by this Agreement confidential and must not disclose any confidential information, including cost information, to any other electric utility provider or GPC customer or to anyone other than those persons who have a need to know to evaluate, approve, perform, or administer this Agreement. Customer will use the same degree of care to protect confidential information as Customer employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standards.

6.2 Photographs. Within five (5) business days after GPC's request, Customer must provide to GPC photographs of the Equipment or Site, which photographs may be used by GPC to verify compliance with this Agreement, for informational purposes, or to promote awareness of the Resiliency Service.

6.3 Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement will be governed by, construed and enforced in accordance with the laws of the state of Georgia, exclusive of conflicts of law provisions. Each Party agrees not to commence or file any formal proceeding against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the county in which this Agreement is entered into or is to be performed only, as may be applicable under controlling law, will decide any unresolved claim or other matter in question between the Parties arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters; provided, however, that GPC may commence or file formal proceedings in a different court of competent jurisdiction in the county in which a Site is located if GPC determines that doing so is necessary to enforce any of GPC's rights of Access granted under Section 2.2 (*Grant of Easement to GPC*). **EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN), OR ACTION OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.**

6.4 Warranty and Representations.

A. GPC's Disclaimer of Express or Implied Warranties. GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT) REGARDING GPC'S OBLIGATIONS, THE RESILIENCY SERVICE, OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTY OF CUSTOM OR USAGE.

B. Customer Representations and Warranties. Customer represents and warrants that:

- (i) the Site is suitable for the location of the Equipment;
- (ii) the placing of the Equipment at the Site will comply with all laws, rules, regulations, ordinances, or zoning requirements or any other federal, state, or local governmental requirement applicable to Customer or the Site;

(iii) all information including, load data and engineering and design documents, provided by Customer related to the Site is accurate and complete;

(iv) the information provided by Customer in the Site Control Affidavit is accurate and complete; and

(v) Customer has the right to grant GPC Access to the Site, or has the right to require the owner of the Site to grant GPC such Access.

6.5 Assignment. Neither this Agreement, nor the Resiliency Service, nor any duty, interest or rights hereunder will be subcontracted, assigned, transferred, delegated, or otherwise disposed of by Customer without GPC's prior written consent. Customer will provide written notice to GPC of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale or other disposition of the real property upon which the Equipment is installed, subject to the obligations of this Agreement, including Section 3.2 (*Customer Credit Requirements*), Customer has the option to purchase the Equipment pursuant to Section 4.5A (*Customer Purchase Option*) or, this Agreement may be assigned by Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by Customer and GPC in writing. This Agreement will inure to the benefit of, and be binding upon, the successors and assigns of Customer and of GPC.

6.6 Survival. The obligations of the Parties that by their nature survive the termination or expiration of this Agreement or the completion of the Resiliency Service, will survive and inure to the benefit of the Parties. Those provisions of this Agreement that provide for limitation of or protection against liability will apply to the full extent permitted by law and will survive termination or expiration of this Agreement or completion of the Resiliency Service.

6.7 Notices and Contacts. The SOW lists each Party's point-of-contact for Agreement notices and correspondence. The SOW will include each Party's contact information for contract, administrative, and financial matters. Notice under this Section 6.7 must include the Site name and must be by: (i) personal delivery (effective that date); (ii) if the Party has provided an email address for official notice purposes, email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next business day); (iii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iv) registered or certified U.S. mail, with proper postage (effective the following fourth business day). Unless this Agreement expressly requires notice in accordance with this Section 6.7, a Party may provide notice as reasonable in the circumstance. Customer must inform GPC of any update in its contact information or regarding any other administrative matter by prompt written notice to GPC in accordance with this Section 6.7.

6.8 Further Assurances. GPC and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents,

as either Party may reasonably request from time to time, whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

6.9 Entire Agreement. This Agreement contains the Parties' final and exclusive expression regarding Resiliency Service to Customer's Site and the Equipment and replaces any previous or contemporaneous oral or written discussion, representation, promise, arrangement, understanding, or agreement relating to the subject matter, expressly including any GPC estimate of project cost or schedule. The Parties do not intend that this Agreement affect any other agreement between them. GPC enters into this Agreement in its capacity as an owner of the Equipment and as a regulated electric utility; neither Party is an agent, partner, joint venturer, services contractor, or representative of the other by reason of this Agreement.

6.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement. The Parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.

6.11 Contract Interpretation. In case of any conflict between a provision of this Agreement and the Electric Tariff, the Electric Tariff will control. Capitalized terms not defined herein have the meaning set forth in the Electric Tariff. Each exhibit, attachment, appendix, schedule, regulatory requirement, policy, procedure, standard, or document attached to or referenced in this Agreement is incorporated by this reference into, and is integral to, this Agreement, as if included in the main body. Defined terms may be singular or plural, as the context requires and, absent express statement otherwise, have the same meaning in all Agreement documents. In this Agreement and in all attached or incorporated Agreement documents: (a) "**including**" means "including, but not limited to" or "including, without limitation"; (b) "**or**" means "either or both" ("A or B" means "A or B or both A and B"); (c) "**e.g.**" means "for example, including, without limitation"; and (d) if the Party has provided email contact information, "**written**" or "**in writing**" includes email communication, absent express statement otherwise. Reference to: (1) a Party or entity includes any allowed successor or assign; (2) a regulatory authority includes an authority succeeding to the same function; and (3) an applicable law, document, policy, procedure, standard, or provision is to the law, document, policy, procedure, standard, or provision as modified or amended, and then-effective or current. Captions are for convenience only and do not affect interpretation. Reference to an Agreement part by caption (e.g., Financial Terms and Risk of Loss) or number (e.g., Part 3) includes all separate sections (e.g., 3.1 *Customer Payments*) and clauses (e.g., A. *Fees*) within that part and reference to a section by caption or number includes all separate clauses within that section.

6.12 Non-Waiver. A Party's failure to enforce an Agreement provision does not constitute waiver of that, or any other, provision; waiver of a right or remedy in one instance is not waiver of that, or any other, right or remedy in the future. Acquiescence to or acceptance of late performance, with or without reservation, does not waive a future right to require timely performance. Further, payment of a cost or invoice by either Party

does not waive an Agreement right or claim, unless expressly waived in writing and signed by that Party's authorized representative.

6.13 Contract Modification; Amendment. An amendment is effective only if made in accordance with Agreement terms, specifically including Section 6.7 (*Notices and Contacts*). Otherwise, an amendment (by deletion, addition, or revision) changing a Party's substantive right is not effective unless in writing and signed by that Party's authorized representative.

6.14 Severability. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective. The Parties will negotiate in good faith to replace the provision and restore the Agreement as nearly as possible to its original intent. If a court finds a provision to be unreasonably broad in time or scope, the Parties desire that the court reduce the breadth to the maximum legally allowable parameter, instead of holding it totally unenforceable. Further, if Customer is a governmental entity of the state of Georgia or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Georgia state or federal law from executing or agreeing to any provision of this Agreement, then such provision will be deemed modified to the extent necessary to make such provision consistent with Georgia state or federal law. The remainder of this Agreement will not be affected thereby and will survive and be enforceable.

Each Party agrees to all terms and conditions of this Agreement as of the Effective Date.

Georgia Power Company

#CustomerLegalName#

By: _____

By: _____

#Name

#CustomerSignatureName

#Title

#CustomerSignatureTitle

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

Resiliency Asset Service Agreement

for #SiteName#

Between Georgia Power Company

and #CustomerLegalName#

<u>Contacts for Contract and Administrative Matters:</u>	
Notice to GPC:	With Copy to:
<i>In accordance with Section 6.7 (Notices and Contacts), all notices must include the Site name.</i>	
Georgia Power Company Attn: Bin ##### 241 Ralph McGill Blvd., N.E. Atlanta, GA 30308 gpcinter@southernco.com	Georgia Power Company Legal Dept. Attn: Commercial & Transactions Bin 10180 241 Ralph McGill Blvd., N.E. Atlanta, GA 30308
Notice to Customer:	With Copy to:
#CompanyName Attn: #IndividualName #Title #StreetAddress #City, #State #ZipCode <u>Email</u>	#CompanyName Attn: #IndividualName #Title #StreetAddress #City, #State #ZipCode <u>Email</u>
Contacts for Financial Matters:	
<u>Invoices and Billing:</u>	<u>Security by Customer:</u>
#CustomerLegalName# Attn: #IndividualName #Title #StreetAddress #City, #State #ZipCode <u>Email</u> #Phone	Georgia Power Company c/o Southern Company Services, Inc. Attn: Assistant Treasurer Bin SC1407 30 Ivan Allen, Jr. Blvd., NW Atlanta, GA 30308
	<u>LC Correspondence:</u>
	Steven Huling - shhuling@southernco.com (SCS Treasury) Connor McClain – comclai@southernco.com (SCS Treasury) Carolyn Wingfield – ctwingfi@southernco.com (GPC Legal)

Exhibit A (Scope of Work) will be further developed in accordance with the participating customer's particular scope of work in order to identify such additional items as: Equipment value and description; Site location; payment security; installation schedule; repair timelines; Monthly Resiliency Service Payment; monthly fuel charges; and applicable taxes.

EXHIBIT B - FORM SITE CONTROL AFFIDAVIT

Resiliency Asset Service Agreement

for #SiteName#

between Georgia Power Company

and #CustomerLegalName#

[Customer's full legal name]

[Insert Date]

Georgia Power Company
241 Ralph McGill Blvd NE
Bin No. 10196
Atlanta, Georgia 30308

RE: Georgia Power Company's Resiliency Asset Service Agreement – Site Control Ladies and Gentlemen:

In accordance with the provisions of the Resiliency Asset Service Agreement ("**Agreement**"), *[Insert Customer's full legal name]*, a *[Insert Customer's form of entity and state of organization]* ("**Customer**"), submits this Affidavit. For Customer to be eligible for participation Customer must, among other things, possess Site Control, as such term is defined below. Capitalized words used without definition here have the meaning shown in the Agreement.

Customer hereby represents, warrants, or covenants that:

1. The Site and Equipment will be located at *[Insert parcel number and GPS coordinates of the Site]* ("**Site**")
2. Customer has obtained control of the Site in the form specified below ("**Site Control**") [check one]. Customer:
 - a. Owns the Site (evidenced by a deed recorded in the county property records;
 - b. Leases the Site (pursuant to a current binding written agreement between Seller and the owner or lessor of the Site); or
 - c. Holds a current binding easement from the owner or lessor of the Site that grants Customer express rights to grant Access to GPC.

3. The above-selected Site is free and clear of any lien, right, contract, or other encumbrance that would prevent, limit, or otherwise impede or impair Access during the Term of the Agreement.
4. To the extent not otherwise addressed in Paragraph 2 above, Customer is or will be the holder of each and every right-of-way grant, easement, or similar instrument(s) necessary for access to the Site, or otherwise to enable GPC's Access during the Term of the Agreement.
5. The Site is adequate for the Equipment and lawfully zoned for the Equipment, or if not already appropriately zoned, Customer has obtained appropriate zoning, and any and all other governmental approvals required for use of the Site, prior to Customer's execution of the Agreement.
6. Customer will promptly notify GPC in writing of any change in the status of Site Control.
7. Upon request, Customer will provide to GPC a copy of all documents necessary to demonstrate satisfactory legal evidence of Site Control, including the lease, deed, or easement, as applicable, comprising the Site Control noted above.

Customer does solemnly swear or affirm, under penalty of perjury, that the information Customer has provided in this Affidavit is based on Customer's own personal knowledge and is true, complete and correct and that the representative of Customer identified below is authorized to submit this Affidavit on behalf of Customer.

[Insert Customer's full legal name]

By: _____

Name: _____

Title (if applicable):

Date:

State of _____

County of _____

On this _____ day of _____, _____, before me appeared *[Insert Customer's full legal name]*, the person who signed the Site Control Affidavit in my presence and who swore or affirmed that such person understood the document and freely declared it to be truthful.

Official Signature of the Notary

Official Seal of the Notary

My Commission Expires:

EXHIBIT C – FORM OF STANDBY LETTER OF CREDIT

RESILIENCY ASSET SERVICE AGREEMENT

FOR #SITENAME#

BETWEEN GEORGIA POWER COMPANY

AND #CUSTOMERLEGALNAME#

[Bank Letterhead]

Date of issuance: _____, 20__

Irrevocable Standby Letter of Credit No.: _____

“Issuer”:
Address: _____

“Beneficiary”:
Address: _____

“Account Party”:
Address: _____

“Expiry Date”: _____, 20__, and any automatically extended date, as herein provided [(but in no event later than _____, 20__)]

“Total Amount”: United States Dollars (U.S. \$_____)

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

Funds under this Standby Letter of Credit are available to you on or before the Expiry Date against your sight draft drawn on us in the form attached as Annex 1 hereto, with appropriate insertions, and referring thereon to the number of this Standby Letter of Credit, accompanied by a completed certificate signed by a person purporting to be one of your officers or authorized representatives, in the form attached as Annex 2 hereto, with appropriate insertions.

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

Presentation of such drafts and such certificates will be made on any day that is a business day for us at or prior to 5:00 p.m. (Eastern Prevailing Time) at our office located at _____, Atlanta, Georgia, or at any other office in Atlanta, Georgia or New York, New York, that is designated by us in a written notice delivered to you. If such sight draft and such certificate are received at any such office on or prior to the Expiry Date, we hereby agree with you that we will duly honor the same within two (2) business days of such presentation.

Drawings may also be presented to us by facsimile transmission to facsimile number [_____]. Beneficiary may contact the Issuer at [_____] to confirm receipt of the transmission. Beneficiary's failure to seek such a telephone confirmation does not affect the Issuer's obligation to honor such a presentation. If you present a facsimile drawing under this Letter of Credit, you do not need to present the original of any drawing documents and the facsimile transmission will constitute the operative drawing documents.

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

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

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

This Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking may not be modified, annulled or amplified by reference to any other document, instrument or agreement referred to herein or in which this Standby Letter of Credit is referred or to which this Standby Letter of Credit relates, and any such reference may not be deemed to incorporate herein by reference any such document, instrument or agreement.

To the extent not contrary to the express terms hereof, this Standby Letter of Credit will be governed by the International Standby Practices (herein referred to as the "ISP98"). As to matters not governed by the ISP98, this Standby Letter of Credit will be governed by and construed in accordance with the laws of the state of Georgia.

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

[ISSUING BANK]

By: _____
Authorized Signature

ANNEX 1 – FORM OF SIGHT DRAFT

[Insert Place], [Insert Date]

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

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

At Sight

Pay to the Order of [Name of Beneficiary]

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

To: [Insert Name of Issuing Bank]
 [Insert Address]

[BENEFICIARY]

By: _____

Title: _____

ANNEX 2 – FORM OF CERTIFICATE

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

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

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

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

or

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

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

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

[BENEFICIARY]

By: _____

Title: _____

ANNEX 3 – INSTRUCTION TO ASSIGN IN ENTIRETY

, 20

Re: Irrevocable Standby Letter of Credit No.

Ladies and Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably assigns to:

(Name of Assignee)

(Address)

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

By this assignment, all rights of the undersigned beneficiary in such Standby Letter of Credit are transferred to the assignee, and the assignee will hereafter have the sole rights as beneficiary thereof.

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

Very truly yours

[Beneficiary]

By:
Title:

By:
Title: