Georgia Power

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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 Clean and Renewable Energy Subscription Program; Docket No. 44847

Dear Ms. Tanner:

Enclosed for filing is Georgia Power Company's Application for Approval of its Clean And Renewable Energy Subscription ("CARES") Program 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. Also enclosed are the CARES Program Customer Agreements and CARES-1 and CARES CFE-ATC-1 Tariffs.

Please contact Mr. Marc Vinson at 404-506-2687 if you have any questions regarding this filing.

Sincerely,

/s/ Kelley M. Balkcom

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

Enclosure

c: All Commissioners

STATE OF GEORGIA

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

IN RE:	)	
	)	
Georgia Power Company's	)	**Docket No. 44847**
Application for Approval of the Clean	)	
And Renewable Energy Subscription Program	)	
	)	

Application for Approval of the
Clean And Renewable Energy Subscription Program

Comes now Georgia Power Company ("Georgia Power" or "Company") to file with the Georgia Public Service Commission ("Commission") this Application for Approval of the Clean And Renewable Energy Subscription ("CARES") Program. Pursuant to the Order Adopting Stipulation As Amended in Georgia Power's 2022 Integrated Resource Plan ("IRP") in Docket No. 44160 ("2022 IRP Final Order"), the Company has developed the CARES Program to be compliant with the requirements of the 2022 IRP Final Order and the associated stipulation ("Stipulation") entered into by the stipulating parties in Docket No. 44160. The Company's CARES Program is modeled after the successful REDI Commercial and Industrial ("C&I") and Customer Renewable Supply Procurement ("CRSP") programs and will continue to provide additional renewable subscription options for Georgia Power's customers. Within the CARES Program, Georgia Power will offer a carve-out for Municipalities, Universities, Schools, and Hospitals ("MUSH"), a program specifically designed for customers seeking around-the-clock carbon-free energy from carbon-free resources ("CFE-ATC"), an option targeting new economic development load, that may require the Company to procure additional renewable energy over and above the Company's approved 2022 IRP procurement target ("Economic Development"), in addition to the expanded existing load ("Existing Load") and new load ("New Load") options previously offered through the CRSP program approved in the 2019 IRP. The CARES Program will support participating customers in meeting their sustainability goals and will deliver projected long-term savings to all Georgia Power customers.

I. Overview of the CARES Program

On July 29, 2022, the Commission issued the 2022 IRP Final Order in Docket No. 44160, which approved the Stipulation providing for the Company's development of the CARES Program. The Stipulation specifically provides the following:

> The Company shall procure 2,100 MW alternating current ("AC") of new utility scale renewable resources, which are defined as projects greater than 6 MW AC in size. The Company will procure these resources for Commercial and Industrial customer subscriptions through the Clean and Renewable Energy Subscription ("CARES") Program through the carveout MW amounts as proposed in the Company's filing. Final program and tariff design for individual CARES carveouts will be finalized after the 2022 IRP through negotiations with members of the Commercial Group, members of the Georgia Association of Manufacturers, The Georgia Coalition of Local Governments, and Commission Staff. The Utility Scale procurement will take place through two separate RFP's. The first RFP is expected to be issued in 2023 and will target 1,050 MW of renewable resources with proposed commercial operation dates of 2026 or 2027. A second RFP is expected to be issued in 2025, seeking to procure the remaining MW needed to reach the 2,100 MW target procurement, with proposed commercial operation dates of 2028 or 2029. Any resources not fully subscribed through the CARES Program will serve all retail customers.
>
> The following will be included in the fuel clause and recovered through the Fuel Cost Recovery Mechanism ("FCR"): (i) all revenues collected through the CARES Program, with the exception of the additional sum as described in Paragraph 23, and (ii) all appropriate costs that are not recovered elsewhere by the Company and are incurred in connection with the procurement of the aforementioned resources for subscription in the CARES Program. CARES Program costs and revenues which are to be included in FCR include but are not limited to the following: (i) the costs to implement and administer the CARES Program, (ii) the bid fees collected in connection with the CARES Program, the fees collected from subscribing customers, and (iii) the PPAs that are executed to supply the CARES Program, including any payments for PPAs made by participants.

In compliance with the 2022 IRP Final Order, the Company met with Commission Staff, members of the Commercial Group, members of the Georgia Association of Manufacturers, and the Georgia Coalition of Local Governments to solicit feedback and discuss the Company's proposed CARES Program. Consistent with these discussions, the CARES Program has been designed to provide additional options for Georgia Power's existing and future C&I customers to support the development of renewable energy in the state of Georgia.

II. General Program Design

The CARES Program is a tariffed program that will enable eligible customers to purchase a subscription for a pro-rata share of the production of renewable facilities ("Supplier Facilities") procured through the Company's utility-scale renewable requests for proposals ("RFPs") process to supply the CARES Program ("CARES Portfolios"), as contemplated in paragraph 19 of the Stipulation. These RFPs are referred to in this document as the 2023 and 2025 RFPs, respectively; with the MW associated with the CFE-ATC offering being filled through a discrete RFP dedicated to CFE-ATC. The CARES Program offering is subject to the procurement of sufficient resources through these RFPs. The participating customer's monthly CARES charges and/or credits will be in addition to that customer's purchase of retail electric service under its existing retail electric service tariff for both the variable and fixed pricing options. The hourly production of the CARES Portfolio will vary based on the energy output of the Supplier Facilities.

The Company will allow participating customers the ability to choose a variable or fixed pricing option for the Existing Load, New Load, and MUSH portions of the program. The CFE-ATC and Economic Development portions of the program will only be offered the Variable Pricing Option.

Under the Variable Pricing Option and similar to the Company's prior subscription programs, participating customers will pay a price per kilowatt hour ("kWh") charge for the variable output associated with their pro-rata share of the portfolio capacity. The price per kWh charge will be comprised of a levelized weighted average supply cost of the CARES Portfolio, levelized transmission cost, a Renewable Integration Cost, a levelized additional sum, an Administrative Fee, and an Optional Community Adder Fee. In return, the Company will provide participating customers hourly credits at the hourly operating cost of incremental generation based upon the customer's subscription for a pro-rata share of the hourly amount of energy produced by the applicable CARES Portfolio. Also, under the CFE-ATC program participating customers will receive a capacity credit for avoided or deferred generation capacity.

Under the CARES Fixed Price Option, participating customers will pay a fixed price per kWh charge for the variable output associated with their pro-rata share of the portfolio capacity. The fixed price per kWh charge will be comprised of the current and projected value of Renewable Energy Credits ("RECs") at the time of contracting, an Administrative Fee, and an Optional

Community Adder Fee. Under the Fixed Pricing Option, the Company will not provide participating customers hourly credits.

Both pricing options will have an optional community adder fee that will be supplemental to the price per kWh charge. The optional community adder fee will allow participating customers the opportunity to support renewable energy for specific communities through the payment of a community adder fee ("Optional Community Adder Fee"). Once the renewable resources supplying the CARES Portfolios are online, the funds generated from participating customers through the Optional Community Adder would be used to fund a dedicated community-based program.

III. CARES Customer Participation

A. Eligibility

Existing Customers

Similar to the CRSP Program, a C&I customer in Georgia Power's service territory that currently takes service under any of the Company's rate schedules and has a minimum annual aggregate peak demand of three (3) megawatts ("MW") ("Existing Customer") is eligible to participate in the CARES Program. An Existing Customer may combine its demand at multiple premises to meet the three (3) MW annual peak demand threshold, provided that all premises are under common ownership or under common control.

Initially, Existing Customers will have the opportunity to subscribe to the output from up to 900 MW of renewable resources, subject to a maximum annual subscription level of one hundred percent (100%) of the preceding year's total annual energy consumption at the customer's premises, or the total for all of the customer's eligible premises aggregated for purposes of the CARES eligibility. The maximum annual subscription level per customer will be calculated as the ratio of the customer's preceding year's total annual energy consumption to the total annual projected energy production of the CARES Portfolio expressed as a percentage—not to exceed 100%. If the level of Existing Customer capacity interest exceeds the available MW for each solicitation, Georgia Power will allocate available MW for subscription on a pro-rata basis among participating customers who complete the Notice of Intent ("NOI") process, described in more detail below.

New Load

Similar to the CRSP Program, a C&I customer (i) new to Georgia Power's service territory, or (ii) that currently takes electric service under any of the Company's applicable rate schedules, with incremental new load additions in Georgia Power's service territory greater than or equal to fifteen (15) MW ("New Load Customer") is also eligible to participate in the CARES Program. A New Load Customer may aggregate its demand at more than one premises to meet the (15) MW peak demand threshold for participation, provided the aggregated premises are under common ownership or under common control. A New Load Customer not currently taking electric service from the Company and interested in participating in the CARES Program must execute a Request for Electric Service to select Georgia Power as its electric service provider and may receive electric service through any applicable Georgia Power tariff. New Load Customers will have the opportunity to subscribe up to 500 MW, subject to a maximum subscription level limited to 100% of the customer's projected annual total energy consumption as verified by Georgia Power. A New Load Customer's projected load addition must come online before the required commercial operation date ("RCOD") for facilities supplying the applicable CARES Portfolio. The subscription capacity for the New Load portion of the program will be offered on a first-come, first-served basis.

MUSH

A Municipality, University, School, or Hospital in Georgia Power's service territory that currently takes service under any of the Company's rate schedules and has a minimum annual aggregate peak demand between one (1) and three (3) MW ("MUSH Customer") is eligible to participate in the CARES Program. A MUSH Customer may aggregate its demand at more than one premises to meet the one (1) MW peak demand threshold for participation, provided the aggregated premises are under common ownership or under common control.

Initially, MUSH Customers will have the opportunity to subscribe up to 50 MW, subject to a maximum annual subscription level of one hundred percent (100%) of the preceding year's total annual energy consumption at the customer's premises, or the total for all of the customer's eligible premises aggregated for purposes of the CARES subscription. The maximum annual subscription level per customer will be calculated as the ratio of the customer's preceding year's

total annual energy consumption to the total annual projected energy production of the CARES Portfolio expressed as a percentage—not to exceed 100%. If the level of MUSH customer capacity interest exceeds the available MW for each solicitation, Georgia Power will allocate MW on a pro-rata basis among participating customers who complete the NOI process.

CFE-ATC

A C&I customer (i) new to Georgia Power's service territory with incremental new load additions in Georgia Power's service territory greater than or equal to twenty-five (25) megawatts ("MW"), or (ii) that currently takes electric service under any of the Company's applicable rate schedules and has a minimum annual aggregate peak demand of twenty-five (25) MW ("CFE-ATC Customer") is also eligible to participate in the CARES Program. A CFE-ATC Customer may aggregate its demand at more than one premises to meet the twenty-five (25) MW peak demand threshold for participation, provided the aggregated premises are under common ownership or under common control. A CFE-ATC Customer not currently taking electric service from the Company and interested in participating in the CARES Program must execute a Request for Electric Service to select Georgia Power as its electric service provider and may receive electric service through any applicable Georgia Power tariff. A CFE-ATC Customer will have the opportunity to subscribe up to a 100 MW block for subscription, supplied by energy from up to 650 MW of renewable resources along with the appropriate sizing of BESS. A CFE-ATC Customer's subscription level will be subject to a maximum subscription level of 100% of the customer's preceding year's total annual energy consumption or projected annual total energy consumption as verified by Georgia Power. A CFE-ATC Customer projected load addition must come online before the RCOD for the facilities supplying the applicable CARES CFE-ATC Portfolio. If the level of CFE-ATC customer capacity interest exceeds the available MW, Georgia Power will allocate MW on a pro-rata basis among participating customers who complete the NOI process.

Economic Development

The CARES Economic Development offering will provide an opportunity for additional renewable solicitations to encourage economic development in the state of Georgia. As such, this offering provides the adaptability for Georgia Power to procure additional renewable resources to

meet customer needs beyond the capacity available through the CARES New Load program. In cases where the New Load program is already fully subscribed or does not meet the needs of a qualifying customer, Georgia Power may procure additional MW of renewable resources in connection with the CARES Economic Development offering. Any such resources will be procured through the Commission's RFP process. The Company will allocate MW procured through the RFP to economic development projects it selects in connection with the Economic Development offering.

The CARES Economic Development offering will be available to new and existing Georgia Power C&I customers (each a "CARES-Economic Development Customer") who are adding incremental new load of greater than or equal to fifty (50) MW within Georgia Power's service territory. A CARES-Economic Development Customer may aggregate its load at more than one premises to meet the fifty (50) MW peak demand threshold for participation, provided the aggregated premises are under common ownership or common control.

A CARES-Economic Development customer will have the opportunity to subscribe to up to 100% of the customer's projected annual total energy consumption, subject to verification by Georgia Power.

Renewable resources may be procured for the CARES Economic Development offering either by adding additional MW to an existing CARES procurement process (i.e., the 2023 or 2025 RFPs) or through a new RFP that is specifically dedicated to the CARES Economic Development offering. A CARES-Economic Development Customer projected load addition must come online (i.e., begin receiving electric service) before the RCOD for the facilities supplying the applicable CARES-Economic Development Customer Portfolio.

General Eligibility vs. Subscription Requirements

To be eligible for the CARES Program, a C&I customer must meet the initial load size criteria (i.e., 3 MW for an Existing Customer, 15 MW for a New Load Customer, 25 MW for a CFE-ATC Customer, and 50 MW for an Economic Development customer). To be eligible for the MUSH portion of the CARES Program, customers must be a Municipality, University, School, or Hospital and must meet the initial load size criteria between 1 and 3 MW.

The Company will evaluate and determine the initial, one-time threshold based on either (i) the customer's preceding year load with Georgia Power, if applicable, or (ii) the customer's

total projected load, as verified by Georgia Power, in cases where the customer has no load for the preceding year. Carve out specific limitations are addressed below:

- For Existing Customers and MUSH Customers, the subscription level is limited by the following two factors: (i) whether the customer is already participating in a Georgia Power renewable subscription program, and (ii) the customer's preceding year's total annual energy consumption.
- For New Load Customers and Economic Development Customers, the subscription level is limited by the following two factors: (i) whether the customer is already participating in a Georgia Power renewable subscription program, and (ii) the total projected load as verified by Georgia Power.
- For CFE-ATC Customers, the subscription level is limited by the following two factors: (i) whether the customer is already participating in a Georgia Power renewable subscription program, and (ii) the customers preceding year's total annual consumption or projected load as verified by Georgia Power.

If a customer is already participating in a Georgia Power renewable subscription program, the customer may not subscribe a second time for load already accounted for under another program. This limitation applies to all customers participating or applying to participate in any portion of the CARES Program.

B. Enrollment Process and Requirements

Customer enrollment in the CARES Program will take place through the Company's NOI application processes that will take place in conjunction with either the 2023 or 2025 RFP and the

discrete CFE-ATC RFP. An eligible customer who is interested in participating in the CARES Program must submit an NOI application identifying the following information:

(i) the customer's proposed subscription level in MW,

(ii) the customer's preferred contract term length,

(iii) the customer's pricing option,

(iv) the premises at which the customer proposes to participate, the customer's election to participate in the Optional Community Adder (if applicable), and

(v) any other information related to its participation in the Program.

Subject to the CARES Program subscription limitations, an eligible customer may participate in any or all available NOI application processes. In addition, any customer interested in participating in the CARES Program as an Existing Customer, New Customer, MUSH Customer, or Economic Development Customer must pay a one-time NOI Participation Fee of $5,000 for any NOI in which it elects to participate. Any customer interested in participating in the CARES Program as a CFE-ATC Customer must pay a one-time NOI Participation Fee of $10,000 for any NOI in which it elects to participate. This aforementioned NOI fee will be applied to offset some of the Company's costs of the NOI portion of the CARES Program. Customer requests to participate in the CARES Program will be maintained and tracked throughout the NOI application processes.

In addition to the 2023 and 2025 RFPs, the Company will conduct an RFP to procure the renewable resources for the CFE-ATC portion of the CARES Program. Any capacity remaining after the MW from the CFE-ATC RFP have been allocated to CFE-ATC Customers, the Company will allocate remaining MW based on the interest the Company receives from customers in the Existing Load, New Load, and MUSH portions of the CARES Program. Any remaining amounts procured through the RFPs, but left unsubscribed by participating CARES customers, will be used to serve all Georgia Power retail customers.

If the level of customer interest exceeds the amount of available capacity for the Existing, CFE-ATC, and MUSH portion of the CARES Program, Georgia Power will allocate available subscriptions among participating customers pro-rata. In contrast, program capacity for New Load Customers will be allocated on a first-come, first-served basis.

C. Customer Agreement

An eligible CARES customer must subscribe to the CARES-1, or CARES CFE-ATC-1 tariff, as applicable, and must enter into a CARES customer agreement ("Customer Agreement") to participate in the program. The CARES tariffs included in this filing outline the eligibility requirements and the formula for calculating the CARES or CARES CFE-ATC monthly amount, which will appear as a line item on the monthly electric service bills of participating customers. The Customer Agreement sets forth the terms and conditions of program participation. The Customer Agreements for the Existing, MUSH, New Load, and Economic Development Customer have a minimum contract term of ten (10) years. However, customers in these programs may request a longer-term contract within their NOI application, which may be applied in five (5) year increments, up to a maximum contract term of thirty (30) years. The contract term requested will correspond to the maximum length of the power purchase agreements for the Supplier Facilities ("Supplier PPAs") in the CARES Portfolio. Existing, New, and MUSH Customers may terminate their Customer Agreement and end their participation in the CARES Program at any time, without a termination fee, with 180 days' written notice of termination to Georgia Power. However, customers who terminate their Customer Agreement will be ineligible to re-subscribe their CARES qualifying load to any current CARES Program offering, or any of Georgia Power's subsequent renewable subscription programs, for the duration of the term of their originally executed Customer Agreement. The CARES CFE-ATC term of contract will be specific to each participating customer and set forth in the applicable Customer Agreement. Customers may elect to terminate their participation under CARES Economic Development and CARES CFE-ATC prior to the end of the applicable contract term by providing written notice of their intent to terminate the Customer Agreement to Georgia Power two years prior to such termination. In such an event, the terms of the Agreement will address the terminating customer's responsibility for compensating the Company for any damages associated with early termination. If a participating CARES customer elects to terminate its Customer Agreement, or when the Customer Agreement

expires, that customer's portion of the CARES Portfolio may be offered to potential customers for future subscription or become available to serve all Georgia Power retail customers.

D. CARES Pricing and Customer Credits

Participating customers will be charged and, where applicable, credited in accordance with the terms of the applicable CARES-1 or CARES CFE-ATC-1 tariff. The CARES program will allow participating customers to choose between a variable or fixed pricing option. The monthly CARES tariff charges will be calculated by multiplying either the CARES Variable Price or CARES Fixed Price by the participating customer's pro-rata share of the hourly energy produced by the Supplier Facilities included in the CARES Portfolio or CARES CFE-ATC Portfolio, as applicable.

For the Variable Pricing Option, the CARES Variable Price is comprised of (i) the levelized weighted average price of the Supplier PPAs, (ii) transmission cost, (iii) a Renewable Integration Cost, (iv) a levelized additional sum, (v) an Administrative Fee, and (vi) an Optional Community Adder Fee. The Renewable Integration Cost will be set at $0.00193/kWh and the additional sum will be set at $3/kW annually. The Renewable Integration Cost accounts for the operating reserves cost required to mitigate the impacts of solar intermittency on the electric system. The Administrative Fees are designed to offset the cost of administering the CARES Program as set forth in the CARES tariffs.

Once the CARES Portfolio has been determined and the Supplier PPAs have been fully executed, the Company will provide applicants with the CARES Variable Price or Fixed Price pursuant and subject to a confidentiality agreement. The Company currently expects the average price of a Supplier PPA to be competitively priced based on current market factors, including scale, resource technology, and geographic location.

Under the Variable Pricing Option, the monthly CARES credits will be calculated by multiplying the hourly operating costs of incremental generation by the participating customer's pro-rata share of the corresponding hourly energy produced from the CARES or CARES CFE-ATC Portfolio. A participating customer's pro-rata share of the hourly energy production of the CARES or CARES CFE-ATC Portfolio will be determined as the percentage of the customer's subscription amount compared to the total size of the CARES or CARES CFE-ATC Portfolio. A participating customer will be billed monthly, with the CARES tariff charges and monthly CARES

credits shown as a line item on the customer's bill. In addition to its CARES Program charges, a participating customer will continue to be charged for its monthly electric usage at the customer's existing retail electric service tariff. The municipal franchise fee schedule and applicable taxes will continue to apply to the entire bill.

Under the fixed pricing option, the CARES Fixed Price is a fixed price per kWh charge comprised of the current and projected value of Renewable Energy Credits (RECs) at the time of contracting plus an Administrative Fee and Optional Community Adder Fee. The CARES Fixed Price will be a fixed cost per kWh, determined at the time of contracting for ten (10) years. After the original ten (10) years, the fixed cost per kWh will adjust every five (5) years for the remaining term of the Agreement. The Administrative Fees are designed to offset the cost of administering the CARES Program as set forth in the CARES tariffs. The monthly CARES amount will be calculated by multiplying the CARES Fixed Price by the participating customer's pro-rata share of the corresponding hourly energy produced from the CARES Portfolio. Customers participating under this option will not receive hourly energy credits. In addition to its CARES Program charges, a participating customer will continue to be charged for its monthly electric usage at the customer's existing retail electric service tariff. The municipal franchise fee schedule and applicable taxes will continue to apply to the entire bill.

IV. CARES Portfolio

Georgia Power will procure resources to supply the CARES Portfolios through the 2023 and 2025 RFPs, with the CARES CFE-ATC Portfolio being procured through an RFP dedicated to CARES CFE-ATC, seeking a cumulative total of 2,100 MW. Any MWs that are approved for procurement on behalf of Economic Development Customers will be in addition to the 2,100 MWs and will be procured either by adding MW to an existing RFP or through a separate RFP to procure MWs for Economic Development Customers.

As discussed above, Supplier Facilities will be selected through the Company's standard RFP process to be included in the CARES or CARES CFE-ATC Portfolios. A bidder with a renewable facility selected to supply the CARES or CARES CFE-ATC Portfolio will be asked to execute a Supplier PPA that will have a contract term of up to 30 years. Depending upon the final structure of the pro forma Supplier PPAs approved by the Commission in the Company's utility-scale renewable RFPs, Georgia Power reserves the right to modify the Customer Agreements, as

appropriate. Georgia Power will update registered and participating customers with the progress, timeline, and structure of these utility-scale renewable RFPs and PPAs. Subject to Commission approval and certification, the Company will contract to procure energy from the Supplier Facilities to fulfill the CARES Portfolios. The RECs transferred from the Supplier Facilities to Georgia Power pursuant to the applicable Supplier PPAs will be retired on behalf of participating CARES customers.

V. Schedule & Proposed Process

The Company anticipates that the CARES Program implementation timeline will coincide with the Company's 2023 or 2025 RFPs, including the CFE-ATC RFP. As mentioned previously, the CARES Program customer enrollment will take place through NOI application processes anticipated in 2023 and 2025. The Company will provide additional NOI application submission details and customer webinars throughout the NOI process. Georgia Power will use a third-party website to host all CARES Program information. The Website will serve as the customer portal for NOI application submissions.

Following the Commission's certification of the Supplier PPAs, an eligible customer may participate in the CARES Program under the terms of the Customer Agreement, which will become effective upon execution by both parties. However, Georgia Power will not assess tariff charges or issue credits to participating CARES customers until the date the Supplier Facilities in the CARES Portfolio achieve commercial operation. If the Supplier Facilities do not achieve commercial operation at the same time, Georgia Power will phase in CARES Program benefits and charges to participating CARES customers as each Supplier Facility achieves commercial operation.

VI. Cost Recovery

The cost for renewable energy purchased through the Supplier PPAs for the CARES Program, along with an additional sum, will be recovered pursuant to O.C.G.A. § 46-3A-8. As expressed earlier, the CARES Portfolio Price will include an additional sum set at $3/kW annually. Collection of the additional sum will begin as the Supplier Facilities in the CARES Portfolios achieve commercial operation, which is the same time participating customers begin to receive the benefits of the CARES Program. After the Customer Agreements expire or terminate, the levelized

additional sum, as described above, will be recovered from all retail customers through the remainder of the contract term(s) of the Supplier PPAs.

All revenue received or costs incurred from participating CARES customers, except the additional sum, transmission cost, renewable integration cost, and Optional Community Adder Fee, and all appropriate costs that are not otherwise being recovered elsewhere by the Company, will flow through the fuel clause, and be recovered through the Fuel Cost Recovery Mechanism. CARES Program costs and revenues to be recovered through the fuel clause include, but are not limited to, costs to implement and administer the CARES Program, the NOI Participation Fees, cost of the executed Supplier PPAs, and any reimbursements for the Supplier PPAs from participating CARES customers.

Conclusion

In conclusion, the proposed CARES Program is compliant with the requirements of the 2022 IRP Final Order and provides additional renewable options for Georgia Power's customers to help them meet their sustainability goals. For these reasons, Georgia Power requests Commission approval of its proposed CARES Program.

ELECTRIC SERVICE TARIFF:

CLEAN AND RENEWABLE ENERGY SUBSCRIPTION SCHEDULE: "CARES-1"

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AVAILABILITY:

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

APPLICABILITY:

The Clean And Renewable Energy Subscription (CARES) program is available to Customers that meet one of the following criteria:

Part A: Existing Commercial and Industrial Customers that have an annual peak demand of three (3) megawatts (MW) or greater. Customers with more than one existing premises served by Georgia Power may aggregate the demand at each such premises to meet this requirement, provided that (i) the aggregated peak demand of the premises is greater than or equal to three (3) MW and (ii) the premises are under common ownership or under common control.

Part B: Existing or New Commercial and Industrial Customers that are adding incremental new electric load of fifteen (15) megawatts (MW) or greater. Projections for new electric load must be assessed and verified by Georgia Power in order to confirm the fifteen (15) MW minimum threshold. Customers may aggregate projected new electric loads for more than one premises to meet this requirement, provided that (i) the aggregated new load is greater than or equal to fifteen (15) MW and (ii) the premises are under common ownership or under common control.

Part C: Existing Municipalities, Universities, Schools, and Hospitals that have an annual peak demand between one (1) and three (3) megawatts (MW). Customers with more than one existing premises served by Georgia Power may aggregate the demand at each such premises to meet this requirement, provided that (i) the aggregated peak demand of the premises is greater than one (1) and no more than three (3) MW and (ii) the premises are under common ownership or under common control.

Part D: New Economic Development Customers that are adding incremental new electric load of fifty (50) megawatts (MW) or greater. Projections for new electric load must be assessed and verified by Georgia Power in order to confirm the fifty (50) MW minimum threshold. Customers may aggregate projected new electric loads for more than one premises to meet this requirement, provided that (i) the aggregated Economic Development load is greater than or equal to fifty (50) MW and (ii) the premises are under common ownership or under common control. This option will be made available and offered at the Company's discretion for qualifying economic development projects.

The Company will accept subscription requests from eligible applicants until the cumulative subscribed capacity under the CARES program is filled. Premises may have service points at different standard voltages.

PARTICIPATION FEE:

An eligible customer wishing to subscribe to the CARES program must submit a Notice of Intent (NOI) in Georgia Power's CARES NOI process and pay a one-time $5,000 application fee. The Company will accept subscription requests from eligible applicants during the CARES NOI period.

DESCRIPTION:

The CARES program, as implemented through this tariff, allows qualifying customers to purchase a subscription in connection with a portfolio of renewable energy facilities procured through Georgia Power's CARES 2023 and 2025 renewable utility scale request for proposals processes utilized by the Company (collectively, the CARES Portfolios). Georgia Power will retire renewable energy credits (RECs) associated

SCHEDULE: "CARES-1"

with the output of the CARES Portfolios on behalf of participating customers according to each customer's subscription level and the corresponding pro-rata share of the output. The energy produced by the CARES portfolios will be transmitted onto the Company's electric system and will not be distributed directly to participating customers. Customers subscribing to this tariff will continue to be served on a network basis from all energy resources generating into or otherwise supplying the Company's electric system.

Two pricing options are available for the CARES program depending on the Part the eligible customer qualifies under:

Variable Pricing Option: This pricing option is available to all participating customers. Under the Variable Pricing Option each participating customer will pay a monthly CARES tariff charge (CARES Variable Price) that will be separate and in addition to the cost of electric service under the customer's retail electric service tariff. In exchange for payment of the CARES Variable Price, each participating customer will receive hourly credits (Hourly Credits) in an amount based on the customer's subscription level and the corresponding pro-rata share of the output of the CARES Portfolio, as measured in kilowatt-hours (kWh). The CARES Variable Price and Hourly Credits will be calculated and applied consistent with the formula and values set forth below in connection with the monthly CARES amount ($CARES_{Mo.}$) for each participating customer.

Fixed Pricing Option: This pricing option is available to participants under Parts A, B and C set forth above. Under the Fixed Pricing Option, each participating customer will pay a monthly CARES tariff charge (CARES Fixed Price) that will be separate and in addition to the cost of electric service under the customer's retail electric service tariff. The CARES Fixed Price will be a fixed cost per kWh, determined at the time of contracting for ten (10) years. After the original ten (10) years, the fixed cost per kWh will be adjusted and will adjust every five (5) years thereafter for the remaining term of the Agreement. Customers participating under this option will not receive Hourly Credits. Georgia Power will establish the CARES Fixed Price at the aforementioned times based on its then current and projected value of RECs. The CARES Fixed Price will be calculated and applied consistent with the formula and values set forth below in connection with the monthly CARES amount ($CARES_{Mo.}$) for each customer.

SUBSCRIPTION LEVEL:

For existing customers under Parts A, B, and C set forth above, the subscription level will be limited to one hundred percent (100%) of the customer's preceding year's total annual energy consumption at the premises served under this tariff.

For customers with new load additions of fifteen (15) MW or greater participating under Part B or fifty (50) MW or greater participating under Part D, the subscription level will be limited to one hundred percent (100%) of the projected total annual energy consumption as assessed and verified by Georgia Power.

If a customer elects to qualify for subscription to this tariff by aggregating the peak demand for more than one of the customer's premises, then that customer's subscription level will be limited to one hundred percent (100%) of the customer's total aggregate annual energy consumption for such premises or the projected total annual energy consumption at the premises served under this tariff, as applicable. A customer's load that is eligible for subscription and considered for the calculation of a customer's preceding year's total annual energy consumption may not include load that is already associated with participation in another Georgia Power renewable subscription program. Once established, the customer's subscription level will be fixed for the term of the customer's required CARES Customer Agreement as described further below, unless reduced in accordance with the terms of that Agreement. A participating customer's subscription level will be subject to the Company's review and may be adjusted as defined in the customer's required CARES Customer Agreement.

SCHEDULE: "CARES-1"

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PRICING & BILL DETERMINATION:

Variable Pricing Option:

The CARES Variable Price is a set price per kWh charge comprised of a levelized weighted average supply cost of the CARES Portfolio, levelized transmission cost, a Renewable Integration Cost, a levelized additional sum, an Administrative Fee, and an Optional Community Adder Fee. Billing for each month's service under this tariff will be settled one month in arrears according to each customer's subscription level and in accordance with the formula set forth below:

A monthly CARES amount ($CARES_{Mo.}$) will be calculated for each customer using the following formula:

$$CARES_{Mo.} = \sum [CARES\ Portfolio\ Production_{Hr.} \times (CARES\ Variable\ Price - Hourly\ Credit_{Hr.})]$$

Where:

$\sum$ = Sum over all hours of the monthly billing period.

$CARES\ Portfolio\ Production_{Hr.}$ = Customer's pro-rata subscription share in kWh of the output produced from the CARES Portfolio on an hourly basis.

CARES Variable Price = Price per kWh charge comprised of a levelized weighted average supply cost of the CARES Portfolio, levelized transmission cost, a Renewable Integration Cost, a levelized additional sum, an Administrative Fee, and an Optional Community Adder Fee. The CARES Variable Price will be applied according to the customer's subscription level and consistent with the $CARES_{Mo.}$ calculation set forth above.

Hourly $Credit_{Hr.}$ = Company's hourly operating costs of incremental generation per kWh. Hourly Credits will be applied according to the customer's subscription level and consistent with the $CARES_{Mo.}$ calculation set forth above.

Renewable Integration Cost = $0.00193 per kWh. Integration cost accounts for the operating reserves cost required on the system to mitigate the impacts of solar intermittency.

Administrative Fee = $0.00025 per kWh applied throughout the participating customer's contract term as defined in the CARES Customer Agreement.

Optional Community Adder Fee = Fixed price per kWh agreed upon by the customer and the Company at the time of contracting. The Optional Community Adder fee revenue will be used to fund a dedicated community-based program.

Fixed Price Option:

The CARES Fixed Price is a fixed price per kWh charge comprised of the current and projected value of RECs at the time of contract, an Administrative Fee, and an Optional Community Adder Fee. Billing for each month's service under this tariff will be settled one (1) month in arrears according to each customer's subscription level and in accordance with the formula set forth below:

A monthly CARES amount ($CARES_{Mo.}$) will be calculated for each customer using the following formula:

$$CARES_{Mo.} = \sum [CARES\ Portfolio\ Production_{Hr.} \times CARES\ Fixed\ Price]$$

Where:

$\sum$ = Sum over all hours of the monthly billing period.

$CARES\ Portfolio\ Production_{Hr.}$ = Customer's pro-rata subscription share in kWh of the output produced from the CARES Portfolio on an hourly basis.

CARES Fixed Price = Fixed price per kWh, an Administrative Fee and an Optional Community Adder Fee. The CARES Fixed Price will be applied according to the customer's subscription level and consistent with the $CARES_{Mo.}$ calculation set forth above.

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Administrative Fee = $0.00025 per kWh applied throughout the participating customer's contract term as defined in the CARES Customer Agreement.

Optional Community Adder Fee = Fixed price per kWh agreed upon by the customer and Company at the time of contracting. The Optional Community Adder fee revenue will be used to fund a dedicated community-based program.

The CARES $_{Mo}$. for each participating customer will appear as a line item on the customer's electric service bill.

MUNICIPAL FRANCHISE FEE:

The bill calculated under this tariff will be increased under the provisions of the Company's effective Municipal Franchise Fee Schedule, including any applicable adjustments.

TERM OF CONTRACT:

To subscribe to the CARES tariff, a customer must execute a CARES Customer Agreement with Georgia Power. The customer's subscription term under this tariff will coincide with the term of the CARES Customer Agreement as selected by the customer during the CARES NOI process. Such term must be for a minimum of ten (10) years, may increase in increments of five (5) years, and can be no more than thirty (30) years in length. A customer may elect to terminate its subscription to this tariff prior to the end of the term by providing one hundred eighty (180) days' written notice of termination to Georgia Power.

If a customer participating under Parts A, B or C terminates its CARES Customer Agreement prior to the end of the term, that customer may not subscribe its CARES eligible load again under the CARES tariff, or any successor tariff, until what would have been the expiration date of the customer's CARES Customer Agreement had it not been terminated prior to the end of its term. If a customer participating under Part D terminates its CARES Customer Agreement prior to the end of the term, the customer will be responsible for compensating the Company for its damages associated with early termination as determined in accordance with the customer's CARES Customer Agreement.

GENERAL TERMS AND CONDITIONS:

The charges and payments calculated under this tariff 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 any or all contracts and this tariff at any time and without penalty, at the Company's discretion.

Service hereunder is subject to the Georgia Power Company Rules and Regulations for Electric Service on file with the Georgia Public Service Commission and as they may be amended from time to time.

If state or federal laws or regulations are instituted requiring Georgia Power to provide renewable resources, RECs, or otherwise meet a renewable compliance standard, the Company reserves the right to cancel all contracts and sales through this tariff and CARES Customer Agreement, without penalty. The Company will refund the Participation Fees to the Customer if the Customer Agreement is terminated early by Georgia Power.

ELECTRIC SERVICE TARIFF:

CARES CARBON FREE ENERGY - AROUND THE CLOCK SCHEDULE: "CFE-ATC-1"

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AVAILABILITY:

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

APPLICABILITY:

Available to existing or new Commercial and Industrial customers that are adding incremental new electric load of twenty-five (25) megawatts (MW) or greater or are currently taking electric service from Georgia Power and have a minimum annual aggregate peak demand of twenty-five (25) MW. Projections for new electric load must be assessed and verified by Georgia Power in order to confirm the twenty-five (25) MW minimum threshold. Customers that have more than one premises served by Georgia Power may aggregate the demand at each such premises to meet this requirement, provided that (i) the aggregated peak demand of the premises is greater than or equal to twenty-five (25) MW and (ii) the premises are under common ownership or under common control. Premises may have service points at different standard voltages.

PARTICIPATION FEE:

An eligible customer wishing to subscribe to the Clean and Renewable Energy Subscription (CARES) Carbon Free Energy – Around the Clock (CFE-ATC) tariff must submit a Notice of Intent (NOI) in Georgia Power's CARES CFE-ATC NOI process and pay a one-time $10,000 application fee. The Company will accept subscription requests from eligible applicants during the CARES CFE-ATC NOI period.

DESCRIPTION:

Through this tariff, participating customers may purchase a subscription in connection with a portfolio of renewable energy facilities, paired with battery energy storage, that are procured through Georgia Power's renewable utility scale request for proposals process (CARES CFE-ATC Portfolio). Each participating customer will pay a monthly CARES CFE-ATC tariff charge (Portfolio Price) that will be separate and in addition to the cost of electric service under the customer's retail electric service tariff. In exchange for payment of the Portfolio Price, each participating customer will receive Hourly Credits and a monthly fixed Capacity Credit in an amount based on the customer's subscription level and the corresponding pro-rata share of the output of the CARES CFE-ATC Portfolio, as measured in kilowatt-hours (kWh).

The Portfolio Price, Hourly Credits and Capacity Credit will be calculated and applied consistent with the formula and values set forth below in connection with the monthly CARES CFE-ATC amount (CARES CFE-ATC $_{Mo.}$) for each customer. Georgia Power will retire renewable energy credits (RECs) associated with the output of the CARES CFE-ATC Portfolio on behalf of participating customers according to each customer's subscription level and the corresponding pro-rata share of the output of the CARES CFE-ATC Portfolio. The energy produced by the CARES CFE-ATC Portfolio will be transmitted onto Georgia Power's electric system and will not be distributed directly to participating customers. Customers subscribing to the CARES CFE-ATC tariff will continue to be served on a network basis from all energy resources generating into or otherwise supplying the Company's electric system.

SCHEDULE: "CFE-ATC-1"

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SUBSCRIPTION LEVEL:

Each participating customer's subscription level will be limited to one hundred percent (100%) of the customer's preceding year's total annual energy consumption at the premises served under this tariff or the projected total annual energy consumption at the premises served under this tariff, as applicable. If a customer elects to qualify for subscription to this tariff by aggregating the peak demand for more than one of the customer's premises, then that customer's subscription level will be limited to one hundred percent (100%) of the customer's total aggregate annual energy consumption for each of the premises combined, as applicable. Customer load eligible for subscription may not include load already associated with participation in any other Georgia Power renewable subscription program. Once established, the customer's subscription level will be fixed for the term of the customer's required CARES CFE-ATC Customer Agreement, as further described below, unless reduced in accordance with the terms of the Agreement. A participating customer's subscription level will be subject to the Company's review and may be adjusted as defined in the customer's required CARES CFE-ATC Customer Agreement.

PRICING & BILL DETERMINATION:

The Portfolio Price is a fixed price per kWh charge comprised of a levelized weighted average supply cost of the CARES CFE-ATC Portfolio, a levelized transmission cost, a Renewable Integration Cost, a levelized additional sum, an Administrative Fee, and an Optional Community Adder Fee. Billing for each month's service under this tariff will be settled one month in arrears according to each customer's subscription level and in accordance with the formula set forth below:

A monthly CARES CFE-ATC amount (CARES CFE-ATC $_{Mo.}$) will be calculated for each customer using the following formula:

$$\text{CARES CFE-ATC}_{Mo.} = \sum [\text{CARES CFE-ATC Portfolio Production}_{Hr.} \times (\text{Portfolio Price} - \text{Hourly Credit}_{Hr.})] - \text{Capacity Credit}_{Mo.}$$

Where:

$\sum$ = Sum over all hours of the monthly billing period.

CARES CFE-ATC Portfolio Production $_{Hr.}$ = Customer's pro-rata subscription share in kWh of the output produced from the CARES CFE-ATC Portfolio on an hourly basis as measured at the point of interconnection.

Portfolio Price = Fixed price per kWh charge comprised of a levelized weighted average supply cost of the CARES CFE-ATC Portfolio, a levelized transmission cost, a Renewable Integration Cost, a levelized additional sum, an Administrative Fee, and the Optional Community Adder Fee. The Portfolio Price will be applied according to the customer's subscription level and consistent with the CARES CFE-ATC $_{Mo.}$ calculation set forth above. In the instance where the customer term does not align with the asset term a risk cost adjustment will be included.

Hourly Credit $_{Hr.}$ = Company's hourly operating costs of incremental generation per kWh. Hourly Credits will be applied according to the customer's subscription level and consistent with the CARES CFE-ATC $_{Mo.}$ calculation set forth above. Hourly Credits will be applied to generation as measured at the point of interconnection.

Capacity Credit $_{Mo.}$ = Customer's pro-rata subscription share in $/kW of the CARES CFE-ATC Portfolio avoided or deferred generation capacity.

Renewable Integration Cost = $0.00193 per kWh applicable to solar generation exceeding the customer's pro rata kW subscription share. Integration cost accounts for the operating reserves cost required on the system to mitigate the impacts of solar intermittency.

SCHEDULE: "CFE-ATC-1"

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Administrative Fee = $0.00025 per kWh applied throughout the participating customer's contract term as defined in the CARES CFE-ATC Customer Agreement.

Optional Community Adder Fee = Fixed price per kWh decided by the participating customer at the time of contract. The Community Adder Fee revenue will be used to fund a dedicated community-based program.

MUNICIPAL FRANCHISE FEE:

The bill calculated under this tariff will be increased under the provisions of the Company's effective Municipal Franchise Fee Schedule, including any applicable adjustments.

TERM OF CONTRACT:

The term of contract will be specific to each participating customer and set forth in the CARES CFE-ATC Customer Agreement.

Customers may elect to terminate participation under the CARES CFE-ATC program prior to the end of the CARES CFE-ATC Customer Agreement by providing written notice of the intent to terminate the Agreement to Georgia Power two years in advance of such termination. If a customer terminates its CARES CFE-ATC Customer Agreement prior to the end of the term, the customer will be responsible for compensating the Company for its damages associated with early termination, as determined in accordance with the customer's CARES CFE-ATC Agreement.

GENERAL TERMS AND CONDITIONS:

The charges and payments calculated under this tariff 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 any or all contracts and this tariff at any time and without penalty, at the Company's discretion.

Service hereunder is subject to the Georgia Power Company Rules and Regulations for Electric Service on file with the Georgia Public Service Commission and as they may be amended from time to time.

If state or federal laws or regulations are instituted requiring Georgia Power to provide renewable resources, RECs, or otherwise meet a renewable compliance standard, the Company reserves the right to cancel all contracts and sales through this tariff and CARES CFE-ATC Customer Agreement, without penalty. The Company will refund the Participation Fees to the Customer if the Customer Agreement is terminated early by Georgia Power.

Clean And Renewable Energy Subscription – Carbon Free Energy Around The Clock Customer Agreement

This Clean And Renewable Energy Subscription Carbon Free Energy Around the Clock ("**CARES CFE-ATC**") Customer Agreement (the "**Agreement**") is entered into by and between _____, a [state of organization] [type of entity] ("**Customer**") and Georgia Power Company, a Georgia corporation ("**Georgia Power**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

Customer currently receives electric service or has executed a Request for Electric Service and intends to receive electric service from Georgia Power at the premises listed in Appendix A, which have been selected by Customer to participate in the CARES-CFE ATC Program (collectively, the "**CARES CFE-ATC Premises**"); and

Customer is eligible for and desires to subscribe to Georgia Power's CARES CFE-ATC Program as further described in the CARES CFE-ATC-1 tariff and CARES Program filing approved by the Georgia Public Service Commission ("**Commission**") in Docket No. 44160. Unless otherwise defined in this Agreement, all capitalized terms have the meanings ascribed to them in the CARES CFE-ATC-1 tariff.

AGREEMENT

Subject to Georgia Power's Rules and Regulations for Electric Service and the tariff schedules of Georgia Power, and in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Georgia Power and Customer, each intending to be legally bound, hereby agree as follows:

1. Subscription Level.

    1.1. Customer agrees to purchase a subscription pursuant to the CARES CFE-ATC-1 tariff and the terms of this Agreement. The subscription level for this Agreement is set at [___] MW ("**Subscription Level**") and represents Customer's allocated portion of the CARES CFE-ATC Portfolio. The renewable facilities included in and supplying the CARES CFE-ATC Portfolio will be identified and included in the Commission's certification proceeding for the supplying power purchase agreements.

    1.2. If Customer is unable to obtain its verified customer load to support Customer's Subscription Level within three (3) years from the Effective Date ("**Initial Period**"), Georgia Power will reevaluate Customer's then-current and projected load to determine whether the Subscription Level should be reduced. If Georgia Power determines a reduction is necessary, the

Subscription Level will be reset at the reduced amount for the remaining duration of the Term, as defined in Section 3.

1.3. If Customer cannot sustain its customer load to support Customer's Subscription Level at one or more CARES CFE-ATC Premises during the Term due to unforeseeable events or circumstances beyond Customer's reasonable control, not caused by Customer nor the result of Customer's negligence ("**Customer Force Majeure Event**"), and if Customer (i) gives notice of such Customer Force Majeure Event to Georgia Power as promptly as is practical after its occurrence, and (ii) provides Georgia Power with documentation supporting Customer's efforts to overcome or mitigate the effect and duration of such Customer Force Majeure Event, then Customer may be allowed to suspend its participation in the CARES CFE-ATC Program and its obligation to pay the CARES CFE-ATC-1 tariff rate under this Agreement to the extent and for the duration of the Customer Force Majeure Event for the impacted CARES CFE-ATC Premises; provided, however, in no event may such Customer Force Majeure Event suspension endure for a period longer than one hundred eighty (180) days. If a Customer Force Majeure Event permanently reduces or eliminates the customer load to support the Subscription Level at one or more CARES CFE-ATC Premises, or continues for more than 180 days, Customer must provide notice of termination for the impacted CARES CFE-ATC Premises pursuant to Section 7 of this Agreement. In such event, Georgia Power will reallocate Customer's Subscription Level to Customer's remaining CARES CFE-ATC Premises pursuant to Section 6 of this Agreement, if possible, or reduce Customer's Subscription Level.

2. Pricing

2.1 Customer agrees to the Portfolio Price pursuant to the CARES CFE-ATC-1 tariff.

2.2 Customer may elect to add an optional community adder fee ("**Optional Community Adder Fee**") to Customer's pricing. If selected, Customer agrees to pay a fixed price of [$_____] per kWh, in addition to their Portfolio Price. Funds generated from the Optional Community Adder Fee will be used to fund a dedicated community-based program.

3. Renewable Production.

3.1. The renewable production available to fill Customer's subscription will be based upon the energy delivered from the CARES CFE-ATC Portfolio. Customer's Subscription Level will determine the portion of the CARES CFE-ATC Portfolio production used to determine Customer's CARES CFE-ATC monthly amount under the CARES CFE-ATC-1 tariff. Customer

expressly assumes the risk that the CARES CFE-ATC Portfolio may not generate energy. Customer further acknowledges that Georgia Power neither warrants, covenants, nor assumes any liability for, production of energy from the CARES CFE-ATC Portfolio nor guarantees the production of the CARES CFE-ATC Portfolio.

3.2. If one or more renewable facilities supplying the CARES CFE-ATC Portfolio fails to produce output in a given month due to a forced outage or force majeure event ("**Supplier Force Majeure Event**"), Georgia Power will notify Customer of such Supplier Force Majeure Event within a commercially reasonable time and will subsequently reduce Customer's CARES CFE-ATC Portfolio Price, Hourly Credit, Capacity Credit, Subscription Level, and renewable energy credits ("**RECs**") for its share of the CARES CFE-ATC Portfolio production, on a pro-rata basis with all other participating customers, for the duration of the Supplier Force Majeure Event.

4. Term. This Agreement will commence on the Effective Date. Beginning on the first day of the month following the date that the first renewable facility in the CARES CFE-ATC Portfolio achieves commercial operation, Customer will subscribe to the CARES CFE-ATC-1 tariff rate for [(____) years] ("**Term**"), unless otherwise terminated by Customer in accordance with Section 7. Georgia Power will not charge or credit Customer under the CARES CFE-ATC-1 tariff, or this Agreement until the Term begins.

5. Payment and RECs.

5.1. Customer will pay Georgia Power CARES CFE-ATC Price, as defined in the CARES CFE-ATC-1 tariff and identified in Customer's notice of intent ("**NOI**") (attached hereto as **Appendix B)**, which is calculated consistent with the terms and conditions provided in the CARES CFE-ATC-1 tariff.

5.2. Georgia Power will retire the RECs produced from Customer's share of the CARES CFE-ATC Portfolio on behalf of Customer. Once retired, Customer may make renewable energy usage claims for RECs retired on their behalf. Georgia Power will use its Customer Attestation Form to memorialize the REC retirements, unless Customer elected during the NOI process to register and retire its RECs, at Customer's expense, in a nationally accredited environmental attribute tracking registry ("**Registry**") that will certify and provide a unique serial number for each REC. If Customer elected to register and retire its RECs through a Registry and at Customer's request, Georgia Power will provide monthly statements of the number of RECs retired, and provide an annual statement, by March 31 of each calendar year, of the retired RECs, which will include each REC's unique serial number, with the Registry, production date, retirement date, and if applicable proof of retirement on behalf of Customer. Georgia Power does not guarantee the production of, nor the corresponding quantity of, RECs

generated from the renewable facilities included in the CARES CFE-ATC Portfolio.

5.3. During the Term, Georgia Power will deliver to Customer, and Customer will receive from Georgia Power, energy pursuant to the Georgia Power retail electric service tariff in which Customer participates for the CARES CFE-ATC Premises. Except as provided in Section 5 of this Agreement, the charges imposed on Customer under the CARES CFE-ATC-1 tariff do not replace or modify the charges incurred by Customer under the retail electric service tariff in which Customer participates. Customer will not take title, or have any direct right, to any of the energy produced by the CARES CFE-ATC Portfolio, all of which will be conveyed to Georgia Power under power purchase agreements with the renewable facilities included in the CARES CFE-ATC Portfolio. Georgia Power will retire the RECs in accordance with Section 5.2 of this Agreement, and except as to any renewable energy usage claims Customer may make, Georgia Power will retain all energy, capacity, and other attributes and benefits associated with the renewable facilities included in the CARES CFE-ATC Portfolio.

6. Rates and Credits. All rates and credits applicable to Customer will be assessed and paid as provided in the CARES CFE-ATC-1 tariff and Customer's existing retail electric service tariff on file with the Commission, as such tariffs exist on the Effective Date or as may hereafter change. All charges and credits as provided in the CARES CFE-ATC-1 tariff will be stated as a line item on Customer's monthly electric bill.

7. CARES Premises.

7.1. Georgia Power will allocate credits to the CARES CFE-ATC Premises according to Customer's selected allocations identified in Appendix A.

7.2. If Customer never receives or terminates electric service at one or more of the CARES CFE-ATC Premises, Georgia Power, at Customer's election, will transfer that portion of Customer's CARES CFE-ATC subscription to a different CARES CFE-ATC Premises or other eligible Customer premises receiving electric service from Georgia Power. If all or any portion of the Customer's CARES CFE-ATC subscription is transferred to a different premises during the Term in accordance with this Section 7.2, such premises will thereafter be deemed a "CARES CFE-ATC Premises" for purposes of this Agreement.

7.3. Customer must request and obtain Georgia Power's written consent for any other change or transfer related to the CARES CFE-ATC Premises. If Georgia Power grants such written consent to transfer a portion of Customer's subscription to another qualifying Customer premises receiving

electric service from Georgia Power, such premises will thereafter be deemed a "CARES CFE-ATC Premises" for purposes of this Agreement.

7.4. If a transfer or change of Customer's subscription is approved under Section 7.2 or 7.3, Georgia Power and Customer will modify the CARES CFE-ATC Premises identified in Appendix A and amend this agreement to effectuate the change. In no event will a transfer of any portion of Customer's subscription to an eligible premises under this Section 6 result in an increase to Customer's Subscription Level.

8. Early Termination. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to the Net Present Value of the remaining cost of the Customer's pro-rata share of the PPA from the CARES CFE-ATC Portfolio above avoided cost for the remaining years of the contract. Customer also acknowledges and understands that it may not re-subscribe the CARES CFE-ATC qualifying customer load to the CARES Program offerings, or any subsequent Company renewable subscription programs, until the date the Agreement would have otherwise terminated but for Customer's exercising its rights under this section. A Customer termination of this Agreement pursuant to this Section will not alter, modify, suspend, or terminate electric service received by Customer pursuant to the retail electric service tariff in which Customer participates.

9. Terms and Conditions. The terms and conditions of the CARES CFE-ATC-1 tariff (or its successor), as approved by the Commission, are incorporated by reference into this Agreement. If a conflict arises between this Agreement and the CARES CFE-ATC-1 tariff, the tariff controls. Georgia Power reserves the right to modify this Agreement, or the CARES CFE-ATC-1 tariff to incorporate changes or amendments as approved by the Commission. Georgia Power will notify Customer of any such changes to the CARES CFE-ATC-1 tariff or this Agreement. The effectiveness of this Agreement is conditioned on the Commission's certification of sufficient resources in the CARES CFE-ATC Portfolio to supply the CARES CFE-ATC Program. If any of the resources in the CARES CFE-ATC Portfolio are not certified by the Commission, Georgia Power will determine the cumulative program capacity equal to the capacity of the certified resources and adjust the Subscription Level pro rata for Customer and all other customers participating in the CARES CFE-ATC Program.

10. Assignment. Customer may not assign this Agreement or any of the CARES Program rights, obligations or benefits to any other person or entity without Georgia Power's prior approval, such approval not to be unreasonably withheld; provided, however, such other person or entity must: (i) meet and comply with all of the requirements of the CARES Program then in effect and (ii) agree to assume,

in writing delivered to Georgia Power, all of Customer's duties and obligations under this Agreement. Any attempted assignment without the Company's written authorization will be null and void and construed to have no legal effect.

11. Trade Secret and Personal Data. Georgia Power may provide this Agreement, and any Customer information provided by Customer to Georgia Power in support of this Agreement, to the Commission as necessary to meet the Company's regulatory obligations. Customer information that Customer provides to Georgia Power that is marked as trade secret or confidential, as applicable, will be treated as trade secret and confidential by Georgia Power.

12. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Unless a Party has designated a different officer or address for itself by written notice to the other hereunder, such communications will be sent to the respective Party as follows:

    If to Georgia Power:

    Georgia Power Company
    [Title]
    [Bin Number]
    241 Ralph McGill Blvd.
    Atlanta, Georgia 30308
    Email: [_____]

    If to Customer:

    [Customer Name]
    Attention: [_____]
    [Address Line 1]
    [Address Line 2]
    [City], [State] [Zip Code]
    Email: [_____]

13. No Third-Party Benefit. Nothing in this Agreement will be construed to create any duty, obligation, or liability of Georgia Power or Customer to any person not a party to this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and

the same instrument. The Parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a scanned signature is an original signature for all purposes. The execution of this Agreement by electronic means shall be deemed to constitute an effective execution of this Agreement. The "**Effective Date**" is the date on which the last Party signs this Agreement.

15. Governing Law. The validity, interpretation, and performance of this Agreement, and each of its provisions, will be governed by the laws of the state of Georgia without giving effect to principles of conflicts of law that would require the application of laws of another jurisdiction. The Parties agree that the state and federal courts, as applicable, of the state of Georgia will have exclusive jurisdiction for the resolution of disputes under this Agreement and the Parties consent to such jurisdiction.

16. Waiver. A waiver by either Party of any of its rights with respect to the performance of any of the other Party's obligations in this Agreement will not be deemed a waiver of the performance of any other obligation in this Agreement, nor will it be construed as a waiver to the same obligation in the future.

17. Amendment. Any modification or amendment to this Agreement must be in writing and signed by both Parties.

18. Renewal. This Agreement may be renewed at the end of the Term only upon mutual agreement by both Parties.

19. Entire Agreement. This Agreement, including the CARES CFE-ATC-1 tariff, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts or understandings with respect to that subject matter. The appendices attached hereto are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, Customer and Georgia Power have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GEORGIA POWER COMPANY	**[CUSTOMER NAME]**
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

APPENDIX A

CARES CFE-ATC Premises

Customer currently receives, or will receive, electric service from Georgia Power at the following premises selected by Customer to participate in the CARES CFE-ATC Program and listed below (collectively, the "**CARES CFE-ATC Premises**").

No.	Customer Name / Billing Name	Account Number (If available)	Location Address	Projected Metered Peak Demand (kW)	Projected Annual Total Energy Consumption	Allocation of Subscription Level
1	[*Customer Name*]	[*Georgia Power Account Number*]	[Address Line 1] [City], Georgia [Zip Code]			
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

APPENDIX B

[Customer's NOI Submission to be Attached]

Clean And Renewable Energy Subscription – Economic Development Customer Agreement

This Clean And Renewable Energy Subscription Economic Development ("**CARES**") Customer Agreement (the "**Agreement**") is entered into by and between _____, a [state of organization] [type of entity] ("**Customer**") and Georgia Power Company, a Georgia corporation ("**Georgia Power**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

Customer receives electric service or has executed a Request for Electric Service and intends to receive electric service from Georgia Power at the premises listed in Appendix A, each of which has been selected by Customer to participate in the CARES Program (collectively, the "**CARES Premises**"); and

Customer is eligible for and desires to subscribe to Georgia Power's CARES Program as further described in the CARES-1 tariff and CARES Program filing approved by the Georgia Public Service Commission ("**Commission**") in Docket No. 44160. Unless otherwise defined in this Agreement, all capitalized terms have the meanings ascribed to them in the CARES-1 tariff.

AGREEMENT

Subject to Georgia Power's Rules and Regulations for Electric Service and the tariff schedules of Georgia Power, and in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Georgia Power and Customer, each intending to be legally bound, hereby agree as follows:

1. Subscription Level.

    1.1. Customer agrees to purchase a subscription pursuant to the CARES-1 tariff and the terms of this Agreement. The subscription level for this Agreement is set at [___] MW ("**Subscription Level**") and represents Customer's allocated portion of the CARES Portfolio. The renewable facilities included in and supplying the CARES Portfolio will be identified and included in the Commission's certification proceeding for the supplying power purchase agreements.

    1.2. If Customer is unable to obtain its verified customer load to support Customer's Subscription Level within three (3) years from the Effective Date ("**Initial Period**"), Georgia Power will reevaluate Customer's then-current and projected load to determine whether the Subscription Level should be reduced. If Georgia Power determines a reduction is necessary, the

Subscription Level will be reset at the reduced amount for the remaining duration of the Term, as defined in Section 4.

1.3. If Customer cannot sustain its customer load to support Customer's Subscription Level at one or more CARES Premises during the Term due to unforeseeable events or circumstances beyond Customer's reasonable control, not caused by Customer nor the result of Customer's negligence ("**Customer Force Majeure Event**"), and if Customer (i) gives notice of such Customer Force Majeure Event to Georgia Power as promptly as is practical after its occurrence, and (ii) provides Georgia Power with documentation supporting Customer's efforts to overcome or mitigate the effect and duration of such Customer Force Majeure Event, then Customer may be allowed to suspend its participation in the CARES Program and its obligation to pay the CARES-1 tariff rate under this Agreement to the extent and for the duration of the Customer Force Majeure Event for the impacted CARES Premises; provided, however, in no event may such Customer Force Majeure Event suspension endure for a period longer than one hundred eighty (180) days. If a Customer Force Majeure Event permanently reduces or eliminates the customer load to support the Subscription Level at one or more CARES Premises, or continues for more than 180 days, Customer must provide notice of termination for the impacted CARES Premises pursuant to Section 8 of this Agreement. In such event, Georgia Power will reallocate Customer's Subscription Level to Customer's remaining CARES Premises pursuant to Section 7 of this Agreement, if possible, or reduce Customer's Subscription Level.

2. Pricing.

2.1 Customer agrees to Variable Pricing Option pursuant to the CARES-1 tariff.

2.2 Customer may elect to add an optional community adder fee ("**Optional Community Adder Fee**") to Customer's pricing. If selected, Customer agrees to pay a fixed price of [$_____] per kWh, in addition to their CARES Variable Price. Funds generated from the Optional Community Adder Fee will be used to fund a dedicated community-based program.

3. Renewable Production.

3.1. The renewable production available to fill Customer's subscription will be based upon the energy produced from the CARES Portfolio. Customer's Subscription Level will determine the portion of the CARES Portfolio production used to determine Customer's CARES monthly amount under the CARES-1 tariff. Customer expressly assumes the risk that the CARES Portfolio may not generate energy. Customer further acknowledges that Georgia Power neither warrants, covenants, nor assumes any liability for,

production of energy from the CARES Portfolio nor guarantees the production of the CARES Portfolio.

3.2. If one or more renewable facilities supplying the CARES Portfolio fails to produce output in a given month due to a forced outage or force majeure event ("**Supplier Force Majeure Event**"), Georgia Power will notify Customer of such Supplier Force Majeure Event within a commercially reasonable time and will subsequently reduce Customer's CARES Portfolio Price, Hourly Credit, Subscription Level, and renewable energy credits ("**RECs**") for its share of the CARES Portfolio production, on a pro-rata basis with all other participating customers, for the duration of the Supplier Force Majeure Event.

4. Term. This Agreement will commence on the Effective Date. Beginning on the first day of the month following the date that the first renewable facility in the CARES Portfolio achieves commercial operation, Customer will subscribe to the CARES-1 tariff rate for [(___) years] ("**Term**"), unless otherwise terminated by Customer in accordance with Section 8. Georgia Power will not charge or credit Customer under the CARES-1 tariff, or this Agreement until the Term begins.

5. Payment and RECs.

5.1. Customer will pay Georgia Power the CARES Variable Price, as defined in the CARES-1 tariff and identified in Customer's notice of intent ("**NOI**") (attached hereto as **Appendix B)**, which is calculated consistent with the terms and conditions provided in the CARES-1 tariff.

5.2. Georgia Power will retire the RECs produced from Customer's share of the CARES Portfolio on behalf of Customer. Once retired, Customer may make renewable energy usage claims for RECs retired on their behalf. Georgia Power will use its Customer Attestation Form to memorialize the REC retirements, unless Customer elected during the NOI process to register and retire its RECs, at Customer's expense, in a nationally accredited environmental attribute tracking registry ("**Registry**") that will certify and provide a unique serial number for each REC. If Customer elected to register and retire its RECs through a Registry and at Customer's request, Georgia Power will provide monthly statements of the number of RECs retired, and provide an annual statement, by March 31 of each calendar year, of the retired RECs, which will include each REC's unique serial number, with the Registry, production date, retirement date, and proof of retirement on behalf of Customer. Georgia Power does not guarantee the production of, nor the corresponding quantity of RECs generated from, the renewable facilities included in the CARES Portfolio.

5.3. During the Term, Georgia Power will deliver to Customer, and Customer will receive from Georgia Power, energy pursuant to the Georgia Power retail

electric service tariff in which Customer participates for the CARES Premises. Except as provided in Section 6 of this Agreement, the charges imposed on Customer under the CARES-1 tariff do not replace or modify the charges incurred by Customer under the retail electric service tariff in which Customer participates. Customer will not take title, or have any direct right, to any of the energy produced by the CARES Portfolio, all of which will be conveyed to Georgia Power under power purchase agreements with the renewable facilities included in the CARES Portfolio. Georgia Power will retire the RECs in accordance with Section 5.2 of this Agreement, and except as to any renewable energy usage claims Customer may make, Georgia Power will retain all energy, capacity, and other attributes and benefits associated with the renewable facilities included in the CARES Portfolio.

6. Rates and Credits. All rates and credits applicable to Customer will be assessed and paid as provided in the CARES-1 tariff and Customer's existing retail electric service tariff on file with the Commission, as such tariffs exist on the Effective Date or as may hereafter change. All charges and credits as provided in the CARES-1 tariff will be stated as a line item on Customer's monthly electric bill.

7. CARES Premises.

   7.1. Georgia Power will allocate credits to the CARES Premises according to Customer's selected allocations identified in Appendix A.

   7.2. If Customer never receives or terminates electric service at one or more of the CARES Premises, Georgia Power, at Customer's election, will transfer that portion of Customer's CARES subscription to a different CARES Premises or other eligible Customer premises receiving electric service from Georgia Power. If all or any portion of the Customer's CARES subscription is transferred to a different premises during the Term in accordance with this Section 7.2, such premises will thereafter be deemed a "CARES Premises" for purposes of this Agreement.

   7.3. Customer must request and obtain Georgia Power's written consent for any other change or transfer related to the CARES Premises. If Georgia Power grants such written consent to transfer a portion of Customer's subscription to another qualifying Customer premises receiving electric service from Georgia Power, such premises will thereafter be deemed a "CARES Premises" for purposes of this Agreement.

   7.4. If a transfer or change of Customer's subscription is approved under Section 7.2 or 7.3, Georgia Power and Customer will modify the CARES Premises identified in Appendix A and amend this agreement to effectuate the change. In no event will a transfer of any portion of Customer's subscription

to an eligible premises under this Section 7 result in an increase to Customer's Subscription Level.

8. Early Termination.
Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to the Net Present Value of the remaining cost of the Customer's pro-rata share of the PPA from the CARES Portfolios above avoided cost for the remaining years of the contract. Customer also acknowledges and understands that it may not re-subscribe the CARES qualifying customer load to the CARES Program offerings, or any subsequent Company renewable subscription programs, until the date the Agreement would have otherwise terminated but for Customer's exercising its rights under this Section 8. A Customer termination of this Agreement pursuant to this Section 8 will not alter, modify, suspend, or terminate electric service received by Customer pursuant to the retail electric service tariff in which Customer participates.

9. Terms and Conditions. The terms and conditions of the CARES-1 tariff (or its successor), as approved by the Commission, are incorporated by reference into this Agreement. If a conflict arises between this Agreement and the CARES-1 tariff, the tariff controls. Georgia Power reserves the right to modify this Agreement, or the CARES-1 tariff to incorporate changes or amendments as approved by the Commission. Georgia Power will notify Customer of any such changes to the CARES-1 tariff or this Agreement. The effectiveness of this Agreement is conditioned on the Commission's certification of sufficient resources in the CARES Portfolio to supply the CARES Program. If any of the resources in the CARES Portfolio are not certified by the Commission, Georgia Power will determine the cumulative program capacity equal to the capacity of the certified resources and adjust the Subscription Level pro rata for Customer and all other customers participating in the CARES Program.

10. Assignment. Customer may not assign this Agreement or any of the CARES Program rights, obligations or benefits to any other person or entity without Georgia Power's prior approval, such approval not to be unreasonably withheld; provided, however, such other person or entity must: (i) meet and comply with all of the requirements of the CARES Program then in effect and (ii) agree to assume, in writing delivered to Georgia Power, all of Customer's duties and obligations under this Agreement. Any attempted assignment without the Company's written authorization will be null and void and construed to have no legal effect.

11. Trade Secret and Personal Data. Georgia Power may provide this Agreement, and any Customer information provided by Customer to Georgia Power in support of this Agreement, to the Commission as necessary to meet the Company's regulatory obligations. Customer information that Customer provides to Georgia

Power that is marked as trade secret or confidential, as applicable, will be treated as trade secret and confidential by Georgia Power.

12. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Unless a Party has designated a different officer or address for itself by written notice to the other hereunder, such communications will be sent to the respective Party as follows:

    If to Georgia Power:

    Georgia Power Company
    [Title]
    [Bin Number]
    241 Ralph McGill Blvd.
    Atlanta, Georgia 30308
    Email: [_____]

    If to Customer:

    [Customer Name]
    Attention: [_____]
    [Address Line 1]
    [Address Line 2]
    [City], [State] [Zip Code]
    Email: [_____]

13. No Third-Party Benefit. Nothing in this Agreement will be construed to create any duty, obligation, or liability of Georgia Power or Customer to any person not a party to this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a scanned signature is an original signature for all purposes. The execution of this Agreement by electronic means shall be deemed to constitute an effective execution of this Agreement. The "**Effective Date**" is the date on which the last Party signs, as shown below.

15. Governing Law. The validity, interpretation, and performance of this Agreement, and each of its provisions, will be governed by the laws of the state of Georgia without giving effect to principles of conflicts of law that would require the application of laws of another jurisdiction. The Parties agree that the state and federal courts, as applicable, of the state of Georgia will have exclusive jurisdiction for the resolution of disputes under this Agreement and the Parties consent to such jurisdiction.

16. Waiver. A waiver by either Party of any of its rights with respect to the performance of any of the other Party's obligations in this Agreement will not be deemed a waiver of the performance of any other obligation in this Agreement, nor will it be construed as a waiver to the same obligation in the future.

17. Amendment. Any modification or amendment to this Agreement must be in writing and signed by both Parties.

18. Renewal. This Agreement may be renewed at the end of the Term only upon mutual agreement by both parties.

19. Entire Agreement. This Agreement, including the CARES-1 tariff, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts or understandings with respect to that subject matter. The appendices attached hereto are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, Customer and Georgia Power have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GEORGIA POWER COMPANY	**[CUSTOMER NAME]**
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

APPENDIX A

CARES Premises

Customer currently receives, or will receive, electric service from Georgia Power at the following premises selected by Customer to participate in the CARES Program and listed below (collectively, the "**CARES Premises**").

No.	Customer Name / Billing Name	Account Number (If available)	Location Address	Projected Metered Peak Demand (kW)	Projected Annual Total Energy Consumption	Allocation of Subscription Level
1	[*Customer Name*]	[*Georgia Power Account Number*]	[Address Line 1] [City], Georgia [Zip Code]			
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

APPENDIX B

[Customer's NOI Submission to be Attached]

Clean And Renewable Energy Subscription – New Load Customer Agreement

This Clean And Renewable Energy Subscription ("**CARES**") Customer Agreement (the "**Agreement**") is entered into by and between _____, a [state of organization] [type of entity] ("**Customer**") and Georgia Power Company, a Georgia corporation ("**Georgia Power**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

Customer currently receives or has executed a Request for Electric Service and intends to receive electric service from Georgia Power at the premises listed in Appendix A, each of which has been selected by Customer to participate in the CARES Program (collectively, the "**CARES Premises**"); and

Customer desires to subscribe to Georgia Power's CARES Program as further described in the CARES-1 tariff and CARES Program filing approved by the Georgia Public Service Commission ("**Commission**") in Docket No. 44160. Unless otherwise defined in this Agreement, all capitalized terms have the meanings ascribed to them in the CARES-1.

AGREEMENT

Subject to Georgia Power's Rules and Regulations for Electric Service and the tariff schedules of Georgia Power, and in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Georgia Power and Customer, each intending to be legally bound, hereby agree as follows:

1. Subscription Level.

    1.1. Customer agrees to purchase a subscription pursuant to the CARES-1 tariff and the terms of this Agreement. The subscription level for this Agreement is set at [___] MW ("**Subscription Level**") and represents Customer's allocated portion of the CARES Portfolio. The renewable facilities included in and supplying the CARES Portfolio will be identified and included in the Commission's certification proceeding for the supplying power purchase agreements.

    1.2. If Customer is unable to obtain its verified customer load to support Customer's Subscription Level within three (3) years from the Effective Date ("**Initial Period**"), Georgia Power will reevaluate Customer's then-current and projected load to determine whether the Subscription Level should be reduced. If Georgia Power determines a reduction is necessary, the Subscription Level will be reset at the reduced amount for the remaining duration of the Term, as defined in Section 4.

1.3. If Customer cannot sustain its customer load to support Customer's Subscription Level at one or more CARES Premises during the Term due to unforeseeable events or circumstances beyond Customer's reasonable control, not caused by Customer nor the result of Customer's negligence ("**Customer Force Majeure Event**"), and if Customer (i) gives notice of such Customer Force Majeure Event to Georgia Power as promptly as is practical after its occurrence, and (ii) provides Georgia Power with documentation supporting Customer's efforts to overcome or mitigate the effect and duration of such Customer Force Majeure Event, then Customer may be allowed to suspend its participation in the CARES Program and its obligation to pay the CARES-1 tariff rate under this Agreement to the extent and for the duration of the Customer Force Majeure Event for the impacted CARES Premises; provided, however, in no event may such Customer Force Majeure Event suspension endure for a period longer than one hundred eighty (180) days. If a Customer Force Majeure Event permanently reduces or eliminates the customer load to support the Subscription Level at one or more CARES Premises, or continues for more than 180 days, Customer must provide notice of termination for the impacted CARES Premises pursuant to Section 8 of this Agreement. In such event, Georgia Power will reallocate Customer's Subscription Level to Customer's remaining CARES Premises pursuant to Section 7 of this Agreement, if possible, or reduce Customer's Subscription Level.

2. Pricing.

2.1 Customer agrees to the [Fixed or Variable] Pricing Option pursuant to the CARES-1 tariff. If customer agrees to the Fixed Pricing Option, customer understands the CARES Fixed Price will be a fixed cost per kWh, determined at the time of contracting for ten (10) years. After the original ten (10) years the fixed cost per kWh will adjust every five (5) years for the remaining term of the Agreement.

2.2 Customer may elect to add an optional community adder fee ("**Optional Community Adder Fee**") to Customer's pricing. If selected, Customer agrees to pay a fixed price of [$_____] per kWh, in addition to their CARES Variable or Fixed price. Funds generated from the Optional Community Adder Fee will be used to fund a dedicated community-based program.

3. Renewable Production.

3.1. The renewable production available to fill Customer's subscription will be based upon the energy produced from the CARES Portfolio. Customer's Subscription Level will determine the portion of the CARES Portfolio production used to determine Customer's CARES monthly amount under the CARES-1 tariff. Customer expressly assumes the risk that the CARES Portfolio may not generate energy. Customer further acknowledges that

Georgia Power neither warrants, covenants, nor assumes any liability for, production of energy from the CARES Portfolio nor guarantees the production of the CARES Portfolio.

3.2. If one or more renewable facilities supplying the CARES Portfolio fails to produce output in a given month due to a forced outage or force majeure event ("**Supplier Force Majeure Event**"), Georgia Power will notify Customer of such Supplier Force Majeure Event within a commercially reasonable time and will subsequently reduce Customer's CARES Portfolio Price, Hourly Credit (as applicable under the Variable Pricing Option), Subscription Level, and renewable energy credits ("**RECs**") for its share of the CARES Portfolio production, on a pro-rata basis with all other participating customers, for the duration of the Supplier Force Majeure Event.

4. Term. This Agreement will commence on the Effective Date. Beginning on the first day of the month following the date that the first renewable facility in the CARES Portfolio achieves commercial operation, Customer will subscribe to the CARES-1 tariff rate for [(_____) years] ("**Term**"), unless otherwise terminated by Customer in accordance with Section 8. Georgia Power will not charge or credit Customer under the CARES-1 tariff, or this Agreement until the Term begins.

5. Payment and RECs.

5.1. Customer will pay Georgia Power the CARES _____ Price, as defined in the CARES-1 tariff and identified in Customer's notice of intent ("**NOI**") (attached hereto as **Appendix B)**, which is calculated consistent with the terms and conditions provided in the CARES-1 tariff.

Georgia Power will retire the RECs produced from Customer's share of the CARES Portfolio on behalf of Customer. Once retired, Customer may make renewable energy usage claims for RECs retired on their behalf. Georgia Power will use its Customer Attestation Form to memorialize the REC retirements, unless Customer elected during the NOI process to register and retire its RECs, at Customer's expense, in a nationally accredited environmental attribute tracking registry ("**Registry**") that will certify and provide a unique serial number for each REC. If Customer elected to register and retire its RECs through a Registry and at Customer's request, Georgia Power will provide monthly statements of the number of RECs retired, and provide an annual statement, by March 31 of each calendar year, of the retired RECs, which will include each REC's unique serial number, with the Registry, production date, retirement date, and proof of retirement on behalf of Customer. Georgia Power does not guarantee the production of, nor the corresponding quantity of, RECs generated from the renewable facilities included in the CARES Portfolio.

5.2. During the Term, Georgia Power will deliver to Customer, and Customer will receive from Georgia Power, energy pursuant to the Georgia Power retail electric service tariff in which Customer participates for the CARES Premises. Except as provided in Section 6 of this Agreement, the charges imposed on Customer under the CARES-1 tariff do not replace or modify the charges incurred by Customer under the retail electric service tariff in which Customer participates. Customer will not take title, or have any direct right, to any of the energy produced by the CARES Portfolio, all of which will be conveyed to Georgia Power under power purchase agreements with the renewable facilities included in the CARES Portfolio. Georgia Power will retire the RECs in accordance with Section 5.2 of this Agreement, and otherwise will retain all energy, capacity, and other attributes and benefits associated with the renewable facilities included in the CARES Portfolio.

6. Rates and Credits. All rates and credits applicable to Customer will be assessed and paid as provided in the CARES-1 tariff and Customer's existing retail electric service tariff on file with the Commission, as such tariffs exist on the Effective Date or as may hereafter change. All charges and credits as provided in the CARES-1 tariff will be stated as a line item on Customer's monthly electric bill.

7. CARES Premises.

7.1. Georgia Power will allocate credits to the CARES Premises according to Customer's selected allocations identified in Appendix A.

7.2. If Customer never receives or terminates electric service at one or more of the CARES Premises, Georgia Power, at Customer's election, will transfer that portion of Customer's CARES subscription to a different CARES Premises or other eligible Customer premises receiving electric service from Georgia Power. If all or any portion of the Customer's CARES subscription is transferred to a different premises during the Term in accordance with this Section 7.2, such premises will thereafter be deemed a "CARES Premises" for purposes of this Agreement.

7.3. Customer must request and obtain Georgia Power's written consent for any other change or transfer related to the CARES Premises. If Georgia Power grants such written consent to transfer a portion of Customer's subscription to another qualifying Customer premises receiving electric service from Georgia Power, such premises will thereafter be deemed a "CARES Premises" for purposes of this Agreement.

7.4 If a transfer or change of Customer's subscription is approved under Section 7.2 or 7.3, Georgia Power and Customer will modify the CARES Premises identified in Appendix A and amend this agreement to effectuate the change. In no event will a transfer of any portion of Customer's subscription

to an eligible premises under this Section 7 result in an increase to Customer's Subscription Level.

8. Early Termination. Customer may elect to terminate this Agreement prior to the end of the Term by giving Georgia Power one hundred eighty (180) days' written notice. If Customer elects to terminate this Agreement prior to the end of the Term, Customer acknowledges and understands that it may not re-subscribe the CARES qualifying customer load to the CARES Program offering, or any subsequent Company renewable subscription program, until the date the Agreement would have otherwise terminated but for Customer's exercising its rights under this Section 8. A Customer termination of this Agreement pursuant to this Section 8 will not alter, modify, suspend, or terminate electric service received by Customer pursuant to the retail electric service tariff in which Customer participates.

9. Terms and Conditions. The terms and conditions of the CARES-1 tariff (or its successor), as approved by the Commission, are incorporated by reference into this Agreement. If a conflict arises between this Agreement and the CARES-1 tariff, the tariff controls. Georgia Power reserves the right to modify this Agreement, or the CARES-1 tariff to incorporate changes or amendments as approved by the Commission. Georgia Power will notify Customer of any such changes to the CARES-1 tariff or this Agreement. The effectiveness of this Agreement is conditioned on the Commission's certification of sufficient resources in the CARES Portfolio to supply the CARES Program. If any of the resources in the CARES Portfolio are not certified by the Commission, Georgia Power will determine the cumulative program capacity equal to the capacity of the certified resources and adjust the Subscription Level pro rata for Customer and all other customers participating in the CARES Program.

10. Assignment. Customer may not assign this Agreement or any of the CARES Program rights, obligations or benefits to any other person or entity without with Georgia Power's prior approval, such approval not to be unreasonably withheld; provided, however, such other person or entity must: (i) meet and comply with all of the requirements of the CARES Program then in effect and (ii) agree to assume, in writing delivered to Georgia Power, all of Customer's duties and obligations under this Agreement. Any attempted assignment without the Company's written authorization will be null and void and construed to have no legal effect.

11. Trade Secret and Personal Data. Georgia Power may provide this Agreement, and any Customer information provided by Customer to Georgia Power in support of this Agreement, to the Commission as necessary to meet the Company's regulatory obligations. Customer information that Customer provides to Georgia Power that is marked as trade secret or confidential, as applicable, will be treated as trade secret and confidential by Georgia Power.

12. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been

given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Unless a Party has designated a different officer or address for itself by written notice to the other hereunder, such communications will be sent to the respective Party as follows:

If to Georgia Power:

Georgia Power Company
[Title]
[Bin Number]
241 Ralph McGill Blvd.
Atlanta, Georgia 30308
Email: [_____]

If to Customer:

[Customer Name]
Attention: [_____]
[Address Line 1]
[Address Line 2]
[City], [State] [Zip Code]
Email: [_____]

13. No Third-Party Benefit. Nothing in this Agreement will be construed to create any duty, obligation, or liability of Georgia Power or Customer to any person not a party to this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a scanned signature is an original signature for all purposes. The execution of this Agreement by electronic means shall be deemed to constitute an effective execution of this Agreement. The "**Effective Date**" is the date on which the last Party signs this Agreement.

15. Governing Law. The validity, interpretation, and performance of this Agreement, and each of its provisions, will be governed by the laws of the state of Georgia without giving effect to principles of conflicts of law that would require the application of laws of another jurisdiction. The Parties agree that the state and federal courts, as applicable, of the state of Georgia will have exclusive jurisdiction

for the resolution of disputes under this Agreement and the Parties consent to such jurisdiction.

16. Waiver. A waiver by either Party of any of its rights with respect to the performance of any of the other Party's obligations in this Agreement will not be deemed a waiver of the performance of any other obligation in this Agreement, nor will it be construed as a waiver to the same obligation in the future.

17. Amendment. Any modification or amendment to this Agreement must be in writing and signed by both Parties.

18. Renewal. This Agreement may be renewed at the end of the Term only upon mutual agreement by both Parties.

19. Entire Agreement. This Agreement, including the CARES-1 tariff, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts or understandings with respect to that subject matter. The appendices attached hereto are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, Customer and Georgia Power have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GEORGIA POWER COMPANY	**[CUSTOMER NAME]**
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

APPENDIX A

CARES Premises

Customer currently receives, or will receive, electric service from Georgia Power at the following premises selected by Customer to participate in the CARES Program and listed below (collectively, the "**CARES Premises**").

No.	Customer Name / Billing Name	Account Number (If available)	Location Address	Projected Metered Peak Demand (kW)	Projected Annual Total Energy Consumption	Allocation of Subscription Level
1	[*Customer Name*]	[*Georgia Power Account Number*]	[Address Line 1] [City], Georgia [Zip Code]			
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

APPENDIX B

[Customer's NOI Submission to be Attached]

Clean And Renewable Energy Subscription- Existing (Part A) and MUSH (Part C) Customer Agreement

This Clean And Renewable Energy Subscription ("**CARES**") Customer Agreement (the "**Agreement**") is entered into by and between _____, a [state of organization] [type of entity] ("**Customer**") and Georgia Power Company, a Georgia corporation ("**Georgia Power**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

Customer currently receives electric service from Georgia Power at the premises listed in Appendix A, each of which has been selected by Customer to participate in the CARES Program (collectively, the "**CARES Premises**"); and

Customer desires to subscribe to Georgia Power's CARES Program as further described in the CARES-1 tariff and CARES Program filing approved by the Georgia Public Service Commission ("**Commission**") in Docket No. 44160. Unless otherwise defined in this Agreement, all capitalized terms have the meanings ascribed to them in the CARES-1 tariff.

AGREEMENT

Subject to Georgia Power's Rules and Regulations for Electric Service and the tariff schedules of Georgia Power, and in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Georgia Power and Customer, each intending to be legally bound, hereby agree as follows:

1. Subscription Level.

    1.1. Customer agrees to purchase a subscription pursuant to the CARES-1 tariff and the terms of this Agreement. The subscription level for this Agreement is set at [___] MW ("**Subscription Level**") and represents Customer's allocated portion of the CARES Portfolio. The renewable facilities included in and supplying the CARES Portfolio will be identified and included in the Commission's certification proceeding for the supplying power purchase agreements.

    1.2. If Customer cannot sustain its customer load to support Customer's Subscription Level at one or more CARES Premises during the Term due to unforeseeable events or circumstances beyond Customer's reasonable control, not caused by Customer nor the result of Customer's negligence ("**Customer Force Majeure Event**"), and if Customer (i) gives notice of such Customer Force Majeure Event to Georgia Power as promptly as is practical after its occurrence, and (ii) provides Georgia Power with documentation supporting Customer's efforts to overcome or mitigate the

effect and duration of such Customer Force Majeure Event, then Customer may be allowed to suspend its participation in the CARES Program and its obligation to pay the CARES-1 tariff rate under this Agreement to the extent and for the duration of the Customer Force Majeure Event for the impacted CARES Premises; provided, however, in no event may such Customer Force Majeure Event suspension endure for a period longer than one hundred eighty (180) days. If a Customer Force Majeure Event permanently reduces or eliminates the customer load to support the Subscription Level at one or more CARES Premises, or continues for more than 180 days, Customer must provide notice of termination for the impacted CARES Premises pursuant to Section 8 of this Agreement. In such event, Georgia Power will reallocate Customer's Subscription Level to Customer's remaining CARES Premises pursuant to Section 7 of this Agreement, if possible, or reduce Customer's Subscription Level.

2. Pricing.

2.1 Customer agrees to the [Fixed or Variable] Pricing Option pursuant to the CARES-1 tariff. If Customer agrees to the Fixed Pricing Option, Customer understands the CARES Fixed Price will be a fixed cost per kWh, determined at the time of contracting for ten (10) years. After the original ten (10) years the fixed cost per kWh will adjust every five (5) years for the remaining term of the Agreement.

2.2. Customer may elect to add an optional community adder fee ("**Optional Community Adder Fee**") to Customer's pricing. If selected, Customer agrees to pay a fixed price of [$_____] per kWh, in addition to their CARES Variable or Fixed Price. Funds generated from the Optional Community Adder Fee will be used to fund a dedicated community-based program.

3. Renewable Production.

3.1. The renewable production available to fill Customer's subscription will be based upon the energy produced from the CARES Portfolio. Customer's Subscription Level will determine the portion of the CARES Portfolio production used to determine Customer's CARES monthly amount under the CARES-1 tariff. Customer expressly assumes the risk that the CARES Portfolio may not generate energy. Customer further acknowledges that Georgia Power neither warrants, covenants, nor assumes any liability for, production of energy from the CARES Portfolio nor guarantees the production of the CARES Portfolio.

3.2. If one or more renewable facilities supplying the CARES Portfolio fails to produce output in a given month due to a forced outage or a force majeure event ("**Supplier Force Majeure Event**"), Georgia Power will notify Customer of such Supplier Force Majeure Event within a commercially

reasonable time and will subsequently reduce Customer's CARES Portfolio Price, Hourly Credit (as applicable under the Variable Pricing Option), Subscription Level, and renewable energy credits ("**RECs**") for its share of the CARES Portfolio production, on a pro-rata basis with all other participating customers, for the duration of the Supplier Force Majeure Event.

4. Term. This Agreement will commence on the Effective Date. Beginning on the first day of the month following the date that the first renewable facility in the CARES Portfolio achieves commercial operation, Customer will subscribe to the CARES-1 tariff rate for [( ) years] ("**Term**"), unless otherwise terminated by Customer in accordance with Section 8. Georgia Power will not charge or credit Customer under the CARES-1 tariff, or this Agreement until the Term begins.

5. Payment and RECs.

   5.1. Customer will pay Georgia Power the CARES [Fixed or Variable] Price, as defined in the CARES-1 tariff and identified in Customer's notice of intent ("**NOI**") (attached hereto as **Appendix B)**, which is calculated consistent with the terms and conditions provided in the CARES-1 tariff.

   5.2. Georgia Power will retire the RECs produced from Customer's share of the CARES Portfolio on behalf of Customer. Once retired, Customer may make renewable energy usage claims for RECs retired on their behalf. Georgia Power will use its Customer Attestation Form to memorialize the REC retirements, unless Customer elected during the NOI process to register and retire its RECs, at Customer's expense, in a nationally accredited environmental attribute tracking registry ("**Registry**") that will certify and provide a unique serial number for each REC. If Customer elected to register and retire its RECs through a Registry and at Customer's request, Georgia Power will provide monthly statements of the number of RECs retired, and provide an annual statement, by March 31 of each calendar year, of the retired RECs, which will include each REC's unique serial number, with the Registry, production date, retirement date, and proof of retirement on behalf of Customer. Georgia Power does not guarantee the production of, nor the corresponding quantity of, RECs generated from the renewable facilities included in the CARES Portfolio.

   5.3. During the Term, Georgia Power will deliver to Customer, and Customer will receive from Georgia Power, energy pursuant to the Georgia Power retail electric service tariff in which Customer participates for the CARES Premises. Except as provided in Section 6 of this Agreement, the charges imposed on Customer under the CARES-1 tariff do not replace or modify the charges incurred by Customer under the retail electric service tariff in which Customer participates. Customer will not take title, or have any direct right, to any of the energy produced by the CARES Portfolio, all of which

will be conveyed to Georgia Power under power purchase agreements with the renewable facilities included in the CARES Portfolio. Georgia Power will retire the RECs in accordance with Section 5.2 of this Agreement, and except as to any renewable energy usage claims Customer may make, Georgia Power will retain all energy, capacity, and other attributes and benefits associated with the renewable facilities included in the CARES Portfolio.

6. Rates and Credits. All rates and credits applicable to Customer will be assessed and paid as provided in the CARES-1 tariff and Customer's existing retail electric service tariff on file with the Commission, as such tariffs exist on the Effective Date or as may hereafter change. All charges and credits as provided in the CARES-1 tariff will be stated as a line item on Customer's monthly electric bill.

7. CARES Premises.

   7.1. Georgia Power will allocate credits to the CARES Premises according to Customer's selected allocations identified in Appendix A.

   7.2. If Customer terminates electric service at one or more of the CARES Premises, Georgia Power, at Customer's election, will transfer that portion of Customer's CARES subscription to a different CARES Premises or other eligible Customer premises receiving electric service from Georgia Power. If all or any portion of the Customer's CARES subscription is transferred to a different premises during the Term in accordance with this Section 7.2, such premises will thereafter be deemed a "CARES Premises" for purposes of this Agreement.

   7.3. Customer must request and obtain Georgia Power's written consent for any other change or transfer related to the CARES Premises. If Georgia Power grants such written consent to transfer a portion of Customer's subscription to another qualifying Customer premises receiving electric service from Georgia Power, such premises will thereafter be deemed a "CARES Premises" for purposes of this Agreement.

   7.4. If a transfer or change of Customer's subscription is approved under Section 7.2 or 7.3, Georgia Power and Customer will modify the CARES Premises identified in Appendix A and amend this agreement to effectuate the change. In no event will a transfer of any portion of Customer's subscription to an eligible premises under this Section 7 result in an increase to Customer's Subscription Level.

8. Early Termination. Customer may elect to terminate this Agreement prior to the end of the Term by giving Georgia Power one hundred eighty (180) days' written notice. If Customer elects to terminate this Agreement prior to the end of the Term, Customer acknowledges and understands that it may not re-subscribe the CARES

qualifying customer load to the CARES Program offering, or any subsequent Company renewable subscription program, until the date the Agreement would have otherwise terminated but for Customer's exercising its rights under this Section 8. A Customer termination of this Agreement pursuant to this Section 8 will not alter, modify, suspend, or terminate electric service received by Customer pursuant to the retail electric service tariff in which Customer participates.

9. Terms and Conditions. The terms and conditions of the CARES-1 tariff (or its successor), as approved by the Commission, are incorporated by reference into this Agreement. If a conflict arises between this Agreement and the CARES-1 tariff, the tariff controls. Georgia Power reserves the right to modify this Agreement, or the CARES-1 tariff to incorporate changes or amendments as approved by the Commission. Georgia Power will notify Customer of any such changes to the CARES-1 tariff or this Agreement. The effectiveness of this Agreement is conditioned on the Commission's certification of sufficient resources in the CARES Portfolio to supply the CARES Program. If any of the resources in the CARES Portfolio are not certified by the Commission, Georgia Power will determine the cumulative program capacity equal to the capacity of the certified resources and adjust the Subscription Level pro rata for Customer and all other customers participating in the CARES Program.

10. Assignment. Customer may not assign this Agreement or any of the CARES Program rights, obligations, or benefits to any other person or entity without Georgia Power's prior approval, such approval not to be unreasonably withheld; provided, however, such other person or entity must (i) meet and comply with all of the requirements of the CARES program then in effect and (ii) agree to assume, in writing delivered to Georgia Power, all of Customer's duties and obligations under this Agreement. Any attempted assignment without the Company's written authorization will be null and void and construed to have no legal effect.

11. Trade Secret and Personal Data. Georgia Power may provide this Agreement, and any Customer information provided by Customer to Georgia Power in support of this Agreement, to the Commission as necessary to meet the Company's regulatory obligations. Customer information that Customer provides to Georgia Power that is marked as trade secret or confidential, as applicable, will be treated as trade secret and confidential by Georgia Power.

12. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Unless a Party has designated a different officer or

address for itself by written notice to the other hereunder, such communications will be sent to the respective Party as follows:

If to Georgia Power:

Georgia Power Company
[Title]
[Bin Number]
241 Ralph McGill Blvd.
Atlanta, Georgia 30308
Email: [_____]

If to Customer:

[Customer Name]
Attention: [_____]
[Address Line 1]
[Address Line 2]
[City], [State] [Zip Code]
Email: [_____]

13. No Third-Party Benefit. Nothing in this Agreement will be construed to create any duty, obligation, or liability of Georgia Power or Customer to any person not a party to this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a scanned signature is an original signature for all purposes. The execution of this Agreement by electronic means shall be deemed to constitute an effective execution of this Agreement. The "**Effective Date**" is the date on which the last Party signs this Agreement.

15. Governing Law. The validity, interpretation, and performance of this Agreement, and each of its provisions, will be governed by the laws of the state of Georgia without giving effect to principles of conflicts of law that would require the application of laws of another jurisdiction. The Parties agree that the state and federal courts, as applicable, of the state of Georgia will have exclusive jurisdiction for the resolution of disputes under this Agreement and the Parties consent to such jurisdiction.

16. Waiver. A waiver by either Party of any of its rights with respect to the performance of any of the other Party's obligations in this Agreement will not be deemed a waiver of the performance of any other obligation in this Agreement, nor will it be construed as a waiver to the same obligation in the future.

17. Amendment. Any modification or amendment to this Agreement must be in writing and signed by both Parties.

18. Renewal. This Agreement may be renewed at the end of the Term only upon mutual agreement by both Parties.

19. Entire Agreement. This Agreement, including the CARES-1 tariff, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts or understandings with respect to that subject matter. The appendices attached hereto are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, Customer and Georgia Power have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GEORGIA POWER COMPANY	[CUSTOMER NAME]
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

APPENDIX A

CARES Premises

Customer currently receives electric service from Georgia Power under the identified customer account(s) at each of the premises selected by Customer to participate in the CARES Program and listed below (collectively, the "**CARES Premises**").

No.	Customer Name / Billing Name	Account Number	Location Address	_____ Metered Peak Demand (kW)	____ Annual Total Energy Consumption	Allocation of Subscription Level
1	[*Customer Name*]	[*Georgia Power Account Number*]	[Address Line 1] [City], Georgia [Zip Code]			
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

12						

APPENDIX B

[Customer's NOI Submission to be Attached]