Pro Forma Georgia Power REDI Utility Scale PPA

AGREEMENT FOR THE PURCHASE OF ENERGY, ENVIRONMENTAL ATTRIBUTES, AND ELECTRICAL PRODUCTS FROM A RENEWABLE RESOURCE

Between

[SELLER]

and

GEORGIA POWER COMPANY

Dated as of _____

TABLE OF CONTENTS
(continued)

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS 1

1.1 Definitions 1
1.2 Interpretation 15
1.3 Construction 16

ARTICLE 2: FACILITY DESIGN AND CONSTRUCTION 16

2.1 Facility 16
2.2 Consents, Verifications, Compliance 16
2.3 Inspections 17
2.4 Design, Construction, and Achieving Commercial Operation 17
2.5 Failure to Achieve Required Commercial Operation Date 19

ARTICLE 3: TERM AND TERMINATION 20

3.1 Term 20
3.2 Survival of Rights 20
3.3 Effect of Termination 20
3.4 Mutual Conditions 21
3.5 Facility Purchase Option 22

ARTICLE 4: OPERATION AND MAINTENANCE OF THE FACILITY 22

4.1 General Standards 22
4.2 Maximum Energy Delivery 23
4.3 Scheduling Communications 23
4.4 Access to the Facility 23
4.5 Availability of Records 24
4.6 Station Service 25
4.7 PPA Operating Committee 25

ARTICLE 5: PERFORMANCE SECURITY 25

5.1 Performance Security 25
5.2 Replacement, Supplemental, and Release of Collateral 26
5.3 Draws; Replenishment 27
5.4 Reporting 27
5.5 Front Load Performance Security 27

ARTICLE 6: INTERCONNECTION AND METERING 27

6.1 Interconnection 27

TABLE OF CONTENTS
(continued)

6.2 Metering 28

ARTICLE 7: PURCHASE AND SALE OF RENEWABLE ENERGY 29

7.1 Sale and Purchase of Hourly Energy 29
7.2 Testing and Test Energy 30
7.3 Failure to Delivery Energy 30
7.4 Storage 30
7.5 Point of Delivery; Title; Risk of Loss 30
7.6 Sales to Third Parties 30
7.7 Determination of Amounts of Delivered Energy 31
7.8 Source of Energy 31
7.9 Undelivered Energy; Cover Costs 31

ARTICLE 8: CURTAILMENTS; DELIVERY TO SOUTHERN COMPANY TRANSMISSION SYSTEM 32

8.1 Compliance 32
8.2 Georgia Power Curtailment; Georgia Power Curtailed Energy 32
8.3 Seller Interconnection Curtailment; Seller Curtailed Energy 33
8.4 Transmission and Delivery Responsibilities of Georgia Power 33
8.5 Seller Firm Transmission Curtailment 33
8.6 Transmission and Delivery Responsibilities of Seller 33

ARTICLE 9: ENVIRONMENTAL ATTRIBUTES 34

9.1 Provision of Environmental Attributes 34

ARTICLE 10: RENEWABLE ENERGY PAYMENTS 36

10.1 Monthly Renewable Energy Payments 36
10.2 Billing and Payment 36
10.3 Billing Disputes and Final Accounting 37
10.4 Interest 37

ARTICLE 11: REPRESENTATIONS, WARRANTIES AND COVENANTS 38

11.1 Seller Representations, Warranties and Covenants 38
11.2 Georgia Power Representations, Warranties and Covenants 40
11.3 Survival of Representations, Warranties and Covenants 41

TABLE OF CONTENTS
(continued)

ARTICLE 12: EVENTS OF DEFAULT; REMEDIES 42

12.1 Default by Seller 42
12.2 Default by Georgia Power 44
12.3 Remedies for Events of Default 45
12.4 Limitation of Remedies, Liability and Damages 45
12.5 Disclaimer of Warranties 46
12.6 Duty to Mitigate 46
12.7 No Interruption 47
12.8 Limitation of Duty to Buy 47

ARTICLE 13: COMPLIANCE WITH LAWS 47

13.1 Compliance 47
13.2 Approvals 47
13.3 Change of Law 47

ARTICLE 14: INDEMNIFICATION 48

14.1 Scope of Indemnity 48
14.2 Notice of Proceedings 48
14.3 Survival 48

ARTICLE 15: INSURANCE 48

15.1 Insurance Required of Seller 48
15.2 Proof of Insurance 49
15.3 General Terms 49
15.4 General Liability Insurance 49
15.5 Additional Insurance 49
15.6 Notice of Change or Cancellation 50
15.7 Payment of Premiums 50
15.8 No Waiver of Liability 50

ARTICLE 16: FORCE MAJEURE 50

16.1 Definition of Force Majeure Event 50
16.2 Force Majeure Exclusions 50
16.3 No Breach or Liability 51
16.4 Mitigation 51
16.5 Suspension of Performance 51

TABLE OF CONTENTS
(continued)

16.6 Extended Force Majeure Event....52
16.7 Effect on Payments....52

ARTICLE 17: DISPUTE RESOLUTION....53

17.1 Dispute Resolution Generally....53
17.2 Initiation of Dispute Resolution, Arbitration....53
17.3 JAMS....53
17.4 Initiation of Arbitration; Selection of Arbitrators....53
17.5 Discovery, Hearing....54
17.6 Confidential Proceeding....55
17.7 Arbitration Cost....55
17.8 Arbitrator Decisions....55
17.9 Location of Arbitration....55
17.10 Injunctive Relief....55
17.11 Continued Performance....56
17.12 Mandatory Arbitration....56

ARTICLE 18: MISCELLANEOUS....56

18.1 Assignment, Transfers and Changes of Control....56
18.2 Estoppels Related to Financing or Purchasing of Interests....57
18.3 Reimbursement of Georgia Power's Costs....57
18.4 General Requirements....57
18.5 Taxes....58
18.6 No Partnership....58
18.7 Successors and Assigns....58
18.8 No Third Party Benefit....59
18.9 No Georgia Power Affiliate Liability....59
18.10 Time of Essence; No Waiver....59
18.11 Amendments....59
18.12 Notice....59
18.13 Counterparts....60
18.14 Article and Section Headings....60
18.15 Governing Law; Forum for Disputes....60
18.16 Submission to Jurisdiction; Waiver of Jury Trial....60
18.17 Confidentiality....61
18.18 Press Releases....62

TABLE OF CONTENTS
(continued)

18.19 Photographs....62
18.20 Liability....62
18.21 Georgia Power's Agent....62
18.22 Entire Agreement....62
18.23 Transfer of Information Acknowledgement....62
18.24 Severability....62

APPENDIX A - MONTHLY ENERGY PAYMENT CALCULATIONS
APPENDIX B - FORM OF STANDBY LETTER OF CREDIT
APPENDIX C - FORM OF GUARANTY
APPENDIX D - VIE CERTIFICATION
APPENDIX E - CAPITAL LEASE CERTIFICATION
APPENDIX F - FACILITY DESCRIPTION AND SITE
APPENDIX G - ACCOUNT BALANCE
APPENDIX H - HOURLY DELIVERY CONTRACT AMOUNT
APPENDIX I - TRANSFER OF INFORMATION ACKNOWLEDGMENT
APPENDIX J - FACILITY ONE-LINE DIAGRAM
APPENDIX K - FACILITY STORAGE OPERATION AND PARAMETERS

AGREEMENT FOR THE PURCHASE OF ENERGY, ENVIRONMENTAL ATTRIBUTES, AND ELECTRICAL PRODUCTS FROM A RENEWABLE RESOURCE

This Agreement for the Purchase of Energy, Environmental Attributes, and Electrical Products ("**Renewable Energy**") from a Renewable Resource ("**Agreement**") is entered into this _____ day of _____, 2017 ("**Effective Date**"), by and between _____, a [state of organization] [type of entity] ("**Seller**"), and **GEORGIA POWER COMPANY**, a Georgia corporation ("**Georgia Power**"). Seller and Georgia Power may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

W I T N E S S E T H:

WHEREAS, Seller desires to sell, and Georgia Power desires to purchase Renewable Energy consistent with the Georgia Public Service Commission's ("**GPSC**") Orders in Docket Nos. 40706 and 40161; and

WHEREAS, the Parties desire to set forth the terms and conditions upon which the sale and purchase of Renewable Energy may be conducted between the Parties.

NOW, THEREFORE, 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 Seller, each intending to be legally bound, hereby agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. All capitalized terms used in this Agreement and not otherwise defined will have the respective meanings set forth below.

"**Account Balance**" - is the amount set forth in **Appendix G**.

"**Additional Security**" - has the meaning set forth in Section 2.4.5.

"**Adjustment Period**" - has the meaning set forth in Section 6.2.3.

"**Affiliate(s)**" - means for any specific Person, any other Person directly or indirectly controlling or controlled by or under common control with such specified Person. For purposes of this definition, "**control**" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, it is assumed that the direct or indirect owner of fifty percent (50%) or more of the outstanding stock or other equity interest of a Person has "**control**" of such Person; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**After-Tax Basis**" - means, with respect to a given payment required to be made to any Person, the amount of such payment ("**Base Payment**") supplemented by a further payment ("**Additional Payment**") to that Person so that the sum of the Base Payment plus the Additional Payment will, after deduction of the amount of all income taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account the net present value of any reduction in such income taxes resulting from tax benefits realized by the recipient as a result of the payment or the event giving rise to the payment), be equal to the amount required to be received. Such calculations will be made on the basis of the highest generally applicable federal, state and local income tax rates applicable to the Person for whom the calculation is being made for all relevant periods, and will take into account the deductibility of state and local income taxes for federal income tax purposes.

"**AIER**" - means Associated Interchange Energy Rate, which as determined for each Hour, is based on the variable dispatch cost of the incremental resources that serve the collective obligations of the Southern Companies.

"**Alternate Delivery Point**" - [if the Alternate Resource is located inside the SBAA] means any point on the Southern Company Transmission System at which Georgia Power is (i) capable of receiving Energy in the quantity to be delivered at such point pursuant to the Southern OATT, and (ii) able to transmit such Energy to its loads without being required to either materially change the output of generating resources available to Georgia Power or materially change the schedule of its preexisting power purchases or sale (other than purchases or sales pursuant to this Agreement) that results in material economic harm to Georgia Power. [If the Alternate Resource is located outside the SBAA] means the selected Southern Transmission Interface.

"**Alternate Resource**" - means an electric generation resource that is located in the same balancing authority as the Facility.

"**Amended GPSC Certificate**" - has the meaning set forth in Section 3.4.3.

"**Annual Adjustment Period**" - is the Annual Period reflected in the table found in **Appendix G**.

"**Annual Period(s)**" - means any one of a succession of consecutive twelve-Month periods during the Term of this Agreement, the first of which will begin on the first day of the Month following the COD; provided, however, if Commercial Operation is achieved on the first day of a Month, the first day of the first Annual Period is the COD.

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

"**Arbitration Panel**" - means the two Party-Appointed Arbitrators and the Third Arbitrator as described in Section 17.4.1.

"**ASC**" - means the FASB Accounting Standards Codification.

"**Billing Dispute Notice**" - has the meaning set forth in Section 10.3.2.

"**Business Day(s)**" - means any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

"**Change of Control Transaction**" - in respect of a Person means any transaction or series of related transactions, which if consummated, would result in such Person being an Affiliate of another ultimate parent entity immediately after such transaction. For purposes of this definition, a Person's ultimate parent entity is the Person who directly or indirectly controls fifty percent (50%) or more of such Person's outstanding capital stock or other equity interests, having ordinary voting power and that does not itself have an ultimate parent entity.

"**Change of Law**" - means any adoption, enactment, promulgation or issuance of, change in, or a new or changed interpretation of a Legal Requirement, including changes to laws or regulations regulating or imposing a tax, fee or other charge on discharges, emissions, effluents or disposals from the Facility.

"**Claim**" or "**Claims**" - has the meaning set forth in Section 17.3.

"**Commercial Operation**" - has the meaning set forth in Section 2.4.1.

"**Commercial Operation Date**" or "**COD**" - means the date on which the Facility achieves Commercial Operation.

"**Confidential Information**" - means business or technical information rightfully in the possession of either Party, which information derives actual or potential commercial value from not being generally known or readily ascertainable through independent development, or reverse engineering by Persons who can obtain economic value from its disclosure or use, and includes information furnished or disclosed to the other Party in connection with discussions leading up to execution of this Agreement, including this Agreement. Confidential Information must be designated in writing as confidential by the Party supplying such information (the "**Disclosing Party**," the other Party being the "**Receiving Party**") contemporaneously with the supply of such information to the Receiving Party. Confidential Information does not include information that: (i) is or becomes publicly available other than as a result of a violation of this Agreement; (ii) was, at the time of the disclosure, already in the Receiving Party's possession; (iii) is disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge, is not prohibited from disclosing the information pursuant to any agreement with the Disclosing Party; (iv) the Receiving Party develops or derives without the aid, application or use of the privileged or proprietary information; or (v) the Receiving Party is required to disclose pursuant to Legal Requirements.

"**Consent(s)**" - means any approval, consent, authorization or other applicable requirement with respect to the Facility from any Governmental Authority, including all applicable environmental certificates, licenses, permits and approvals and any future Clean Power Plan or similar federal or state compliance program that Georgia Power is or becomes subject to at any time during the Term.

"**Cover Costs**" - means, for any given Hour for which there is Undelivered Energy, the sum of: (i) the product of: (a) the Undelivered Energy for such Hour, multiplied by (b) the difference of the Replacement Price for such Hour minus the Energy Price for such Hour; plus (ii) all documented energy imbalance charges, penalties and other charges that Georgia Power incurs pursuant to applicable transmission or other tariffs as a result of Seller's failure to deliver Hourly Energy; provided, however, that if the foregoing sum of (i) and (ii) is a negative amount for a given Hour, then the Cover Costs for such Hour will be deemed to be equal to zero dollars ($0.00).

"**Creditworthy**" or "**Creditworthiness"** - means (i) a Person with an investment grade rating from two (2) of the three (3) Rating Agencies such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least (A) BBB- by S&P, if rated by S&P, (B) Baa3 by Moody's, if rated by Moody's, and (C) BBB- by Fitch, if rated by Fitch, respectively, and (ii) has satisfactory and verifiable creditworthiness determined in Georgia Power's sole discretion.

"**Day(s)**" - means a calendar day.

"**Deemed Delivered Energy**" - means the sum of Georgia Power Curtailed Energy and Undelivered Force Majeure Energy.

"**Defaulting Party**" - has the meaning set forth in Section 12.3.

"**Delivered Energy**" - has the meaning set forth in **Appendix A.**

"**Disputing Party**" - has the meaning set forth in Section 17.1.

"**Dispute Response**" - has the meaning set forth in Section 17.1.

"**Dispute Review Notice**" - has the meaning set forth in Section 10.3.3.

"**Early Termination Date**" - has the meaning set forth in Section 12.3.

"**Effective Date**" - means the date of execution of this Agreement.

"**Electrical Products**" - means all electrical products produced by or related to the Facility (or if applicable, an Alternate Resource to the extent Energy is delivered from the Alternate Resource), including spinning reserves, operating reserves, balancing energy, regulation service, ramping capability, reactive power and voltage control, frequency control and other ancillary or essential reliability service products, or any benefit from or related to the Facility, in addition to electrical output that flows to the owner or operator of the Facility, whether existing as of the Effective Date or at any time during the Term. For the avoidance of doubt, Electrical Products do not include any federal, state or local tax attributes arising from the ownership of the Facility, including ITC, PTC and depreciation deductions, or any grant in lieu of investment tax credits or any similar financial payment or grant with respect to the Facility, including any ITC, PTC or depreciation deductions.

"**Eligible Collateral**" - means a Letter of Credit, a Seller Guaranty, or cash deposited into

a Security Account, or as otherwise deposited with Georgia Power as the Parties may agree; provided, however, that at least fifty percent (50%) of any Eligible Collateral required under any provision of this Agreement must be in the form of either a Letter of Credit or cash whenever a Seller Guarantor supplying a Seller Guaranty under this Agreement has an investment grade rating such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is not rated at least BBB by S&P, or at least Baa2 by Moody's, or at least BBB by Fitch. For purposes of the immediately preceding sentence, a Person is not required to have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from each of S&P, Moody's and Fitch, but must have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) as set forth above from at least one of S&P, Moody's and Fitch, and if rated by all three Rating Agencies must have the requisite rating as set forth above from at least two of the three Rating Agencies.

"**Energy**" - means the energy portion of the Renewable Energy delivered under this Agreement to the Point of Delivery.

"**Energy Price**" - has the meaning set forth in **Appendix A**.

"**Environmental Attributes**" - means (i) any and all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates and RECs, CO2 credits and Emissions Rate Credits and all those that otherwise arise or result from the generation of energy, and, in the case of the Facility, all those arising or resulting from the existence of the Facility) (a) howsoever titled and whether known or unknown, (b) whether existing as of the Effective Date or at any time during the Term, and (c) whether such Environmental Attributes have been certified or verified under any renewable standard, or (ii) in the case of the Facility, any environmental benefit Georgia Power otherwise would have realized from or related to the Facility if Georgia Power rather than Seller had constructed, owned or operated the Facility; provided, however, that any such environmental benefit could be realized by Seller. Environmental Attributes include any such Environmental Attributes that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, licensing requirement, verification or certification procedure, federal contract, or other environmental program, incentive mandate or objective, in each case whether voluntary or mandatory, and whether created by a Legal Requirement, or by any Governmental Authority, partnership, coalition, advisory committee, or independent certification board, group or scientific panel. Environmental Attributes include the exclusive right to report such Environmental Attributes to any Governmental Authority or other Person. Environmental Attributes do not include: (I) any federal, state or local tax attributes arising from the ownership of the Facility, including ITC, PTC and depreciation deductions; (II) grants in lieu of investment tax credits or any similar financial payment or grant with respect to the Facility or the metered electric energy output thereof; or (III) the metered electric energy produced by the Facility.

"**Event(s) of Default**" - has the meaning set forth in Section 12.1 with respect to Seller and Section 12.2 with respect to Georgia Power.

"**Excess Load Balancing Curtailed Energy**" - has the meaning set forth in Section 8.2.1.

"**Extended Force Majeure Event**" - has the meaning set forth in Section 16.6.1.

"**Facility**" - means the facility and related equipment and facilities of the renewable electric generating plant described in **Appendix F** constructed on the Site. The Facility includes the primary and auxiliary equipment and facilities installed at the Site necessary or used for the extraction or collection of fuel, or the production, control, delivery, monitoring, or storage of energy by the renewable electric generation equipment. All equipment and facilities installed on Seller's side of the Point of Interconnection will be considered a part of the Facility except for those that constitute Interconnection Facilities. The Facility one-line diagram is provided in **Appendix J**.

"**Fair Market Value**" - means, with respect to a particular time of calculation, the amount a willing buyer would pay for the Facility assets and all rights and interests associated therewith, in an arm's-length transaction, to a willing seller under no compulsion to sell on the applicable closing date, taking into account all relevant facts and circumstances relating to the Facility, as of such closing date.

"**FASB**" - means the Financial Accounting Standards Board.

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

"**Firm Transmission Service**" - means, for any given Hour, transmission service that (i) has been procured and is held by Seller under the applicable open access transmission tariffs on each applicable Transmission System for the delivery of Hourly Energy from the Facility or balancing authority area(s) to the Point of Delivery; and (ii) has a priority equal to the highest level of firm transmission service available to any Person on such Transmission System from COD and through the remainder of the Term.

"**Fitch**" - means Fitch Ratings Ltd. or its successor. If Fitch ceases to exist or publish ratings, Fitch will mean a nationally recognized rating agency mutually agreed upon by the Parties.

"**Force Majeure Event**" - has the meaning set forth in Section 16.1.

"**Force Majeure Remedy Plan**" - means the plan submitted to a Party pursuant to Section 16.6.1 in the event of an Extended Force Majeure Event.

"**Front Load Performance Security**" - means Eligible Collateral delivered by Seller to Georgia Power pursuant to the provisions of Section 5.5.

"**GAAP**" - means generally accepted accounting principles in the United States, as modified from time to time.

"**Generating Capacity**" - means the generating capacity of the Facility as specified in Section 2.1. For the avoidance of doubt, Generating Capacity excludes any on-Site energy storage capability of the Facility.

"**Georgia Integrated Transmission System**" or "**Georgia ITS**" - means the integrated transmission system in Georgia, which consists of electric transmission facilities (≥40 kV) that are individually owned and maintained by participating utilities who jointly plan and operate through agreements among Georgia Transmission Corporation, Georgia Power, Municipal Electric Authority of Georgia (MEAG Power) and Dalton Utilities.

"**Georgia Power**" - means Georgia Power Company and any permitted successor or assign.

"**Georgia Power Curtailed Energy**" - has the meaning set forth in Section 8.2.

"**Georgia Power Curtailment**" - has the meaning set forth in Section 8.2.

"**Georgia Power Interconnection Agreement**" - means the Interconnection Agreement when Seller interconnects to the Southern Company Transmission System (that is between Seller and Georgia Power or Seller and Southern Company Services, Inc. as agent for Georgia Power).

"**Governmental Authority**" or "**Governmental Authorities**" - means any federal, state or local governmental or regulatory authority, administrative agency, commission, department, board or court that has jurisdiction over either of the Parties to this Agreement or the subject matter of this Agreement.

"**GPSC**" - means the Georgia Public Service Commission or any Governmental Authority succeeding to the powers and functions thereof.

"**GPSC Certificate**" - has the meaning set forth in Section 3.4.2.

"**GPSC Certification Target Date**" - has the meaning set forth in Section 3.4.2.

"**Hour**" - means one (1) of the twenty-four (24) clock-hours of a Day.

"**Hourly**" - has a meaning correlative to that of Hour.

"**Hourly Energy**" - has the meaning set forth in Section 7.1

"**Hourly Energy Charges**" or "**HEC**" - has the meaning set forth in **Appendix A.**

"**Hourly Energy for Each Hour**" - has the meaning set forth in Section 7.1.

"**Impasse Notice**" - has the meaning set forth in Section 17.2.

"**Indebtedness**" - of any Person means all of the following without duplication: (i) obligations of such Person for borrowed money evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (ii) purchase money indebtedness of such Person constituting an obligation to pay the deferred purchase price of property or services, other than trade payables incurred in the ordinary course of business; (iii) lease obligations of such Person that are capitalized on the balance sheet of such Person in accordance with generally accepted accounting principles; (iv) liabilities of a second Person secured by any lien on any property of such first Person, whether or not such liabilities have been assumed by such first Person; (v) liabilities of such Person with respect to letters of credit or applications or reimbursement agreements therefor; (vi) net obligations of such Person under any swap or hedging agreement; or (vii) indebtedness of such Person owing under direct or indirect guarantees of indebtedness of any other Person or constituting obligations to purchase or acquire or to otherwise protect or insure a creditor against loss in respect of indebtedness of any other Person excluding endorsements of negotiable instruments for deposit or collection in the ordinary course of business.

"**Indemnified Party**" - has the meaning set forth in Section 14.1.

"**Indemnifying Party**" - has the meaning set forth in Section 14.1.

"**Interconnection Agreement**" - means the agreement by and between Seller and the applicable Interconnection Provider containing terms and conditions governing the interconnection and parallel operation of the Facility with the Transmission System.

"**Interconnection Facilities**" - means the specific transmission or distribution line and substation facility additions or modifications that are owned by an Interconnection Provider and that are necessary to provide the physical electrical connection at the Point of Interconnection between the Facility and the Transmission System.

"**Interconnection Limit**" - means the lesser of (i) the maximum output amount contemplated in the Interconnection Agreement or (ii) the Generating Capacity.

"**Interconnection Provider**" - means the owner or operator of the Transmission System responsible for providing transmission interconnection service to the Facility.

"**Interconnection Study**" - means a study by the Facility's Interconnection Provider in which such provider studies the Facility's potential impacts on the Transmission System or distribution system to determine the necessary Interconnection Facilities, the related estimated costs, and the schedule of construction, for purposes of entering into an Interconnection Agreement.

"**Interest Rate**" - means the interest per annum equal to the prime rate as published in The Wall Street Journal or comparable successor publication under "**Money Rates**," as applied on a daily basis and compounded quarterly.

"**Investment Tax Credit**" or "**ITC**" - means the investment tax credit under Section 46 of the Internal Revenue Code as in effect from time to time during the Term or any successor or

other provision providing for a federal tax credit determined by reference to the cost of or investment in the Facility (or any part or component thereof) and any correlative state tax credit determined by reference to the cost of or investment in the Facility (or any part or component thereof) for which the Facility is eligible.

"**ITS Participant**" - means Georgia Transmission Corporation, Municipal Electric Authority of Georgia (MEAG Power), or Dalton Utilities.

"**JAMS**" - has the meaning set forth in Section 17.3.

"**kW**" - means kilowatt alternating current.

"**kWh**" - means kilowatt-hours alternating current.

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

"**Letter of Credit**" - means a standby letter of credit, that (i) is substantially in the form set forth in **Appendix B**, (ii) is issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least ten billion dollars ($10,000,000,000) having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch, and (iii) is otherwise acceptable to Georgia Power in Georgia Power's sole discretion.

"**Material Adverse Change**" - means that Seller or Seller's Guarantor is no longer Creditworthy.

"**Metering System**" - means all meters, metering devices and related instruments used to measure and record energy and to determine the amount of energy that is being made available or delivered at the Point of Delivery.

"**Milestone Schedule**" - has the meaning set forth in Section 2.4.3.

"**Month(s)**" - means a calendar month, commencing at the beginning of the first Day of such calendar month.

"**Monthly**" - has a meaning correlative to that of Month.

"**Monthly Renewable Energy Payment(s)**" - means the Monthly amount to be paid by Georgia Power to Seller for Georgia Power's purchase of Renewable Energy as calculated in accordance with **Appendix A**.

"**Moody's**" - means Moody's Investors Service, Inc. or its successor. If Moody's ceases to exist or publish ratings, Moody's will mean a nationally recognized rating agency mutually agreed upon by the Parties.

"**MW**" - means megawatt alternating current.

"**MWh**" - means megawatt-hour alternating current.

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

"**Net Worth**" - means the dollar value calculated by subtracting liabilities from total assets (excluding goodwill and other intangible assets described in FASB Statement 142) as such terms are determined in accordance with GAAP, as such may be modified from time to time.

"**Network Resource**" - has the meaning set forth in the Southern OATT, including any successor term.

"**Non-Defaulting Party**" - has the meaning set forth in Section 12.3.

"**Notice of Dispute**" - has the meaning set forth in Section 17.1.

"**OASIS**" - means the Open Access Same-Time Information System.

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

"**Party-Appointed Arbitrator(s)**" - has the meaning set forth in Section 17.4.1.

"**Performance Security**" - has the meaning set forth in Section 5.1.

"**Person**" - means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority.

"**Point of Delivery**" - means, if a Facility is interconnecting to the Southern Company Transmission System or the Georgia ITS, the Point of Interconnection. If the Facility is interconnecting outside the SBAA, the Point of Delivery is the selected Southern Transmission Interface identified in Section 8.6.2. If the Energy is sourced from an Alternate Resource, the Point of Delivery is the Alternate Delivery Point.

"**Point of Interconnection**" - means the point at which the Facility is interconnected to the Transmission System as defined in the Interconnection Agreement with the applicable Interconnection Provider and as illustrated in **Appendix J**.

"**PPA Operating Committee**" - means the committee established pursuant to Section 4.7, which has the purpose of implementing the provisions of this Agreement.

"**PPA Operating Procedures**" - means those procedures developed by the Parties pursuant to Section 4.1.1.

"**PPA Operating Representatives**" - means those individuals appointed by each of the Parties to develop and maintain the PPA Operating Procedures.

"**Primary Beneficiary**" - has the meaning set forth in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

"**Production Tax Credits**" or "**PTCs**" - means production tax credits under Section 45 of the Internal Revenue Code as in effect from time to time during the Term or any successor or other provision providing for a federal tax credit determined by reference to renewable electric energy produced from renewable resources and any correlative state tax credit determined by reference to renewable electric energy produced from renewable resources for which the Facility is eligible.

"**Proposed Resolutions**" - has the meaning set forth in Section 17.5.

"**Prudent Industry Practices**" - means any of the practices, methods, standards or acts engaged in or approved by a significant portion of the electric power industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result, consistent with good business practices, reliability, economy, safety and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be acceptable practices, methods and acts generally accepted in the United States having due regard for, among other things, manufacturers' warranties and applicable Legal Requirements.

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

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

"**Rating Agency**" or "**Rating Agencies**" - means the rating entities of S&P, Moody's or Fitch.

"**REDI**" - means Georgia Power's Renewable Energy Development Initiative and the associated Request for Proposals approved by the GPSC in Docket Nos. 40706 and 40161.

"**Renewable Energy**" - means (1) with respect to the Facility, the Energy and all the associated Environmental Attributes and Electrical Products, produced by the Facility and sold to and purchased by Georgia Power under this Agreement, or (2) with respect to an Alternate Resource, the Energy and associated Electrical Products produced by the Alternate Resource and sold to and purchased by Georgia Power under this Agreement and the related Environmental Attributes provided pursuant to Article 9. The Energy generated primarily utilizes one or more of the following type(s) of sustainable, perpetual, or renewable fuels: [***select applicable***]: (i) solar photovoltaic (fixed or tracking); (ii) wind; (iii) geothermal (natural or enhanced); (iv)biomass or biogas; or (v) other [*describe renewable fuel*].

"**Renewable Energy Credits**" or "**RECs**" - means any and all credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy that could qualify or do qualify for application toward compliance with any local, state, federal or

international renewable energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective, whether at the Effective Date or at any time during the Term.

"**Replacement Price**" - means, for any given Hour for which there is Undelivered Energy: (i) if Georgia Power determines in its reasonable sole discretion to purchase energy to replace all or any portion of Undelivered Energy for such Hour, the total price for which Georgia Power purchases energy to replace such Undelivered Energy and purchases the replacement of the associated Environmental Attributes and Electrical Products, plus costs and fees reasonably incurred and documented by Georgia Power in purchasing such replacement energy and such replacement of the associated Environmental Attributes and Electrical Products (e.g., broker fees), plus transmission charges and transmission losses, and administrative costs, if any, reasonably incurred and documented by Georgia Power for such replacement energy and replacement of the associated Environmental Attributes and Electrical Products (in each case stated in terms of $/MWh of replacement energy); or (ii) if Georgia Power determines in its reasonable sole discretion not to purchase replacement energy for or is unable to replace all or any portion of Undelivered Energy for such Hour, the Replacement Price for such Undelivered Energy will be AIER plus the price of the replacement of the associated Environmental Attributes and Electrical Products; provided, however, that Georgia Power will not be required to enter into any transaction or agreement to purchase replacement energy, Environmental Attributes, and Electrical Products with any Person in order to determine the Replacement Price.

"**Representatives**" - means, when used with respect to a Party, collectively or individually (as the context might indicate), such Party, its Affiliates and permitted successors and assigns, and the directors, officers, representatives, agents, contractors, subcontractors, and employees of each of them.

"**Required Commercial Operation Date**" or "**RCOD**" - means [***insert date***], or such later date if extended pursuant to Section 2.5.2.

"**Responding Party**" - has the meaning set forth in Section 17.1.

"**Rules**" - has the meaning set forth in Section 17.3.

"**S&P**" - means Standard & Poor's Financial Services LLC, or its successor. If S&P ceases to exist or publish ratings, S&P will mean a nationally recognized rating agency mutually agreed upon by the Parties.

"**Security Account**" - means an account designated by Georgia Power for the benefit of Georgia Power, under the exclusive control of Georgia Power free and clear of all liens (including the lien of any lender) of any Person or entity other than Georgia Power. Any Georgia Power Security Account will be established and maintained at the expense of Seller and held by a depositary bank acceptable to Georgia Power pursuant to a control agreement in form and substance acceptable to Georgia Power.

"**Seller**" - means _____.

"**Seller Curtailed Energy**" - means the amount of Energy that Seller failed to deliver to the Point of Delivery due to Seller Firm Transmission Curtailments, Seller Interconnection Curtailments, and Third-Party-Caused Southern Transmission Curtailment.

"**Seller Firm Transmission Curtailment**" - has the meaning set forth in Section 8.5.

"**Seller Guarantor**" - means a Person that, at the time of execution and delivery of its Seller Guaranty, is an Affiliate of Seller or is otherwise an entity acceptable to Georgia Power; and (i) is Creditworthy with a consolidated Net Worth to be calculated as _____ ($____) [*per MWh associated with the Annual Energy Contract Amount*]; or (ii) is reasonably acceptable to Georgia Power as having verifiable creditworthiness and Net Worth sufficient to secure Seller Guarantor's obligations under the Seller Guaranty.

"**Seller Guaranty**" - means a guaranty provided by Seller Guarantor that is substantially in the Form of Guaranty in **Appendix C**.

"**Seller Interconnection Curtailment**" - has the meaning set forth in Section 8.3.

"**SERC**" - means the SERC Reliability Corporation, including any successor thereto or subdivisions thereof.

"**Site**" - has the meaning set forth in **Appendix F**.

"**Southern Balancing Authority Area**" or "**SBAA**" - means the NERC and SERC recognized balancing authority area that includes the Southern Company Transmission System and the Georgia ITS.

"**Southern Companies**" - means, collectively, the regulated electric operating companies of The Southern Company (currently Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company).

"**Southern Company Transmission System**" - means the transmission system consisting of transmission facilities owned by the Southern Companies, as such systems may be modified or expanded from time to time, as well as any successor transmission system(s).

"**Southern OATT**" - means the Open Access Transmission Tariff of the Southern Companies, as filed with and maintained in accordance with the requirements of FERC, as well as any successor tariff or arrangement.

"**Southern Transmission Curtailment**" - means a condition or situation originating on the Southern Company Transmission System that causes the delivery of Energy on the Southern Company Transmission System from the Point of Delivery to Georgia Power's customers to be curtailed, interrupted, or rendered unavailable (as determined by the applicable Transmission Provider or transmission operator) and thereby affects the availability of Georgia Power to receive the Energy at the Point of Delivery. For the avoidance of doubt, a Southern Transmission Curtailment does not include any Third-Party-Caused Southern Transmission Curtailment.

"**Southern Transmission Interface**" - means a transmission interface between the

Southern Company Transmission System and another Transmission System. For a Facility located outside the SBAA, the Point of Delivery will be at the selected Southern Transmission Interface identified in Section 8.6.2.

"**Station Service**" - means energy that is used to serve the electrical requirements of the Facility, and includes the step-up transformer losses and line losses between the Facility and the Point of Delivery. If Seller supplies its starting and running station service on Seller's side of the POI, the Facility's output is net of energy consumed and demand requirements (i.e., the energy delivered to the Point of Interconnection).

"**Taxes**" - means any or all ad valorem, property, occupational, severance, emissions, generation, first use, conservation, energy, transmission, utility, gross receipts, privilege, sales, use, excise and other taxes, fees, assessments, licenses, taxes based on net income or net worth and any other charges imposed by a Governmental Authority, together with any interest and penalties thereon.

"**Term**" - has the meaning set forth in Section 3.1.

"**Termination Payment**" - has the meaning set forth in Section 12.3.

"**Third Arbitrator**" - has the meaning set forth in Section 17.4.1.

"**Third-Party-Caused Southern Transmission Curtailment**" - means a condition or situation originating on a Transmission System other than the Southern Company Transmission System that causes the delivery of Energy on the Southern Company Transmission System from the Point of Delivery to Georgia Power's customers to be curtailed, interrupted, or rendered unavailable (as determined by the applicable Transmission Provider or transmission operator) and thereby affects the ability of Georgia Power to receive the Energy at the Point of Delivery. For the avoidance of doubt, a Third-Party-Caused Southern Transmission Curtailment includes any curtailment, interruption, or unavailability on the Southern Company Transmission System that is caused or directed by a Transmission Provider or transmission operator outside the Southern Company Transmission System or otherwise results from conditions or circumstances on a Transmission System other than the Southern Company Transmission System.

"**Transmission Provider**" - means any entity that owns, controls, or operates transmission or distribution facilities used for the transmission of energy in interstate commerce and that provides transmission service under a tariff.

"**Transmission Provider System(s)**" - means the electric Transmission System and the distribution system, if applicable, of the Interconnection Provider or Transmission Provider, as applicable, as such system may be modified or expanded from time to time, as well as any successor system(s).

"**Transmission System**" - means collectively, the entire network of electric generating and transmission facilities, equipment and other devices for the purposes of generating, transmitting, or receiving electric energy.

"**Transmitting Utility**" - means any utility, regional transmission organization or other Person(s) (including their respective control area operators) that is required to transmit energy over distribution or transmission lines in order for the Energy provided under this Agreement to be delivered from the Facility to the Point of Delivery.

"**Undelivered Energy**" - means, for a given Hour, the Hourly Energy minus the sum of (i) Delivered Energy plus (ii) Deemed Delivered Energy.

"**Undelivered Force Majeure Energy**" - has the meaning set forth in Section 16.7.

"**Variable Interest**" or "**VI**" - has the meaning set forth in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

"**Variable Interest Entity**" or "**VIE**" - has the meaning set forth in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

1.2 Interpretation.

1.2.1 This Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

1.2.2 In this Agreement, unless the context otherwise requires, the singular will include the plural and any pronoun will include the corresponding masculine, feminine and neuter forms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement will, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of this Agreement.

1.2.3 Whenever the term "including" is used herein in connection with a listing of items included within a prior reference, such listing will be interpreted to be illustrative only, and will not be interpreted as a limitation on or exclusive listing of the items included within the prior reference.

1.2.4 Whenever the term "or" is used herein in connection with two or more items, it will be interpreted to mean "either or both" (i.e., "A or B" means "A or B or both A and B").

1.2.5 Any reference in this Agreement to "Section," "Article," "Appendix," or "Schedule" is a reference to the section, article, appendix or schedule in this Agreement unless otherwise stated, and all such Schedules and Appendices will be incorporated in this Agreement by reference.

1.2.6 If any index or publication referenced in this Agreement ceases to be published, each such reference will be deemed a reference to a successor or alternate index or publication reasonably agreed to by the Parties.

1.2.7 Unless specified otherwise, a reference to a given agreement or instrument, and all schedules, exhibits, appendices and attachments thereto, will be a

reference to that agreement or instrument as modified, amended, supplemented and restated, and in effect from time to time.

1.2.8 Unless otherwise stated, any reference in this Agreement to any entity will include its permitted successors and assigns, and in the case of any Governmental Authority, any entity succeeding to its functions and capacities.

1.2.9 Whenever the term "consent" or "approval" is used herein, such consent or approval will not be unreasonably withheld, conditioned or delayed by the consenting or approving Party, unless this Agreement provides such consent or approval is in the sole discretion of the consenting Party.

1.3 Construction. In the event of a conflict between the text of this Agreement and any Schedule or Appendix, the terms of this Agreement will prevail.

ARTICLE 2: FACILITY DESIGN AND CONSTRUCTION

2.1 Facility. The Facility consists of renewable electric generation facility/facilities with a Generating Capacity of ___kW/MW (AC) [plus ___ kW/MW of storage] and with a total capability at the Point of Delivery of _____ kW/MW (AC) of electric power, as further described in **Appendix F**.

2.2 Consents, Verifications, Compliance.

2.2.1 Seller will seek, obtain, maintain and comply with, renew and modify, as necessary, from time to time, at its sole expense, any and all Consents that Seller is required to obtain for the operation, maintenance, testing and any modification of the Facility.

2.2.2 Georgia Power will obtain, at its sole expense, any and all Consents that Georgia Power is required to obtain for the purchase of Renewable Energy from Seller pursuant to this Agreement.

2.2.3 Each Party will support and cooperate with, and not oppose, obstruct or otherwise interfere by any means with the efforts of the other Party or its Affiliates to obtain all Consents that are the responsibility of that other Party.

2.2.4 At the written request of Georgia Power, Seller will use reasonable efforts to obtain verification, from a certification authority that is mutually agreed upon by the Parties, that the Environmental Attributes sold to Georgia Power pursuant to this Agreement are in compliance with the standards set by such certification authority.

2.2.5 Upon Georgia Power's request, Seller agrees to cooperate with Georgia Power to obtain compliance with any required documentation or reporting obligation under any federal or state renewable energy plan to certify the Facility or the Environmental Attributes.

2.3 Inspections. Upon reasonable prior advance notice to Seller, Representatives of Georgia Power will be entitled to inspect the construction, startup, testing, and operation of the Facility. Seller will cooperate in such physical inspections of the Facility as may be reasonably required by Georgia Power provided that: (i) such inspections will not materially interfere with the testing or operations of the Facility, and (ii) Georgia Power complies with rules and regulations of Governmental Authorities having jurisdiction with respect to the Facility and with Seller's reasonable policies and procedures applicable to the Facility, including those with respect to safety. Georgia Power's technical review or inspection of the Facility will not be construed as endorsing the design or construction thereof or as any warranty of the safety, durability or reliability of the Facility. Seller will cooperate and will cause its contractors to cooperate in providing the information requested by Georgia Power and in such physical inspections of the Facility as may be reasonably requested by Georgia Power during and after completion of construction.

2.4 Design, Construction, and Achieving Commercial Operation.

2.4.1 The Facility must be completed in accordance with Prudent Industry Practices and all applicable Legal Requirements. Seller will use diligent efforts to achieve Commercial Operation of the Facility on or before the Required Commercial Operation Date and to otherwise carry out its obligations under this Agreement. For purposes of this Agreement, "**Commercial Operation**" means Seller has complied with the provisions of Section 2.4.2. Seller has an affirmative obligation to pursue timely completion and timely interconnection of the Facility.

2.4.2 The Facility will be deemed to have achieved Commercial Operation under this Agreement upon fulfillment of all of the following criteria:

(i) Seller demonstrates that the Facility is capable of producing and delivering all of the Energy obligated to be delivered pursuant to this Agreement to the Point of Delivery on a reliable basis in accordance with the Interconnection Agreement and Prudent Industry Practices;

(ii) Georgia Power is able to receive such Energy at the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices;

(iii) Seller will have delivered to Georgia Power a certificate from a responsible officer of Seller that is reasonably acceptable to Georgia Power, stating that the Facility has been designed, engineered, constructed and tested in accordance with Prudent Industry Practices and the terms of this Agreement;

(iv) Seller will have delivered to Georgia Power a certificate from a responsible officer of Seller that is reasonably acceptable to Georgia Power certifying that Seller is in compliance with the Interconnection Agreement and Seller has obtained all applicable Consents required under Legal Requirements to be obtained by Seller at the time of Commercial Operation of the Facility for the construction, ownership, operation and maintenance of the Facility in accordance with this Agreement;

(v) [and If the Facility is interconnecting with an Interconnection Provider outside of the SBAA], Seller will have delivered to Georgia Power a certificate from a responsible officer of Seller that is reasonably acceptable to Georgia Power confirming that Firm Transmission Service has been procured from the COD throughout the Term.]

For the avoidance of doubt, the Facility may achieve commercial operation pursuant to the Interconnection Agreement, and may be considered operational for all other purposes, including tax purposes, but the Facility will not be deemed to have achieved Commercial Operation for purposes of this Agreement until subsections (i) through [(iv) or (v)] are satisfied.

2.4.3 On the Effective Date, Seller will provide to Georgia Power a schedule containing, at a minimum, all significant milestones related to Facility design, engineering, procurement, construction, notice to proceed, initial synchronization, testing, startup, anticipated COD, and any interconnection or transmission service studies that Georgia Power may reasonably request ("**Milestone Schedule**"). [If the Facility is interconnecting with an Interconnection Provider outside of the SBAA, the Milestone Schedule will include the procurement of Firm Transmission Service to the selected Southern Transmission Interface.]

2.4.3.1 Seller will notify Georgia Power of any significant change in the Milestone Schedule and the status of construction as the change occurs, and, in any event, no less frequently than every three (3) Months (including the reason(s) for the change). At Georgia Power's request, Seller will provide to Georgia Power more frequent progress reports in a form reasonably satisfactory to Georgia Power, indicating percentage completion of each major milestone and reporting on significant developments that may delay the schedule.

2.4.3.2 Promptly after becoming aware of an event or circumstance that could reasonably be expected to cause a delay in Seller's achieving Commercial Operation by RCOD, Seller will provide to Georgia Power a recovery plan setting forth in reasonable detail and with supporting documentation (i) the causes of the event or circumstance and the expected delay, and (ii) Seller's plan to recover the lost time and achieve Commercial Operation. Thereafter, Seller will diligently implement such recovery plan.

2.4.4 If Seller, at any time during the Term of this Agreement, intends to modify Facility design or to install different or additional Facility equipment than the design or equipment proposed by Seller in its REDI bid, and such modification could materially alter the Generating Capacity, expected Energy profile, or Interconnection Facilities, Seller must notify Georgia Power and provide information about the proposed change. Seller must obtain Georgia Power's written consent prior to making any material change to the Facility design (as such design was specified in the REDI bid) or Generating Capacity (as considered in the evaluation of the REDI bid).

2.4.5 If Georgia Power determines that any grid improvement costs are anticipated to be incurred by Georgia Power in order to deliver the full output of the Facility to Georgia Power's customers, Seller agrees to provide Eligible Collateral to Georgia Power as additional security ("**Additional Security**") that Georgia Power may draw upon to recover such grid improvement costs in the event of early termination of this Agreement caused by a Seller Event of Default that occurs prior to Commercial Operation. Within ten (10) Business Days after the Facility obtains Commercial Operation under this Agreement, Georgia Power will return the Additional Security to Seller.

2.5 Failure to Achieve Required Commercial Operation Date.

2.5.1 If Seller fails to achieve Commercial Operation by the RCOD, Seller will not have the right to receive any Monthly Renewable Energy Payment until Commercial Operation is achieved, and subject to the provisions of Section 2.5.2, will pay to Georgia Power liquidated delay damages prorated daily as follows until the earlier of the COD or the termination date of this Agreement:

TABLE 2.5 – FIRM DELIVERY

Month	$/MWh
January - December	$44

For example, if the $/MWh value is $44 and the Hourly Delivery Contract Amount in **Appendix H** is fifteen hundred (1,500) MWh and Seller fails to achieve Commercial Operation until one hundred (100) days after the RCOD, the liquidated damages would be $44*1500*100/365 = $18,082.

2.5.2 If Seller's failure to achieve Commercial Operation by the RCOD is solely caused by (i) a Force Majeure Event pursuant to the provisions of Section 16.3, or (ii) a delay in the construction by Georgia Power of the Georgia Power-owned Interconnection Facilities, provided Seller has complied with the provisions of Section 6.1.4, and such delay is not caused by any action or inaction on the part of Seller, the RCOD will be extended on a day-for-day basis. For the avoidance of doubt, in the case of (ii), if Seller has not complied with the provisions of the Georgia Power Interconnection Agreement with respect to meeting all obligations in a timely manner, Seller's failure to achieve Commercial Operation by the RCOD will not be excused, the RCOD will not be extended, and liquidated delay damages will be owed for each Day of delay after RCOD while Georgia Power completes construction of the Interconnection Facilities.

2.5.3 Georgia Power may draw upon the Performance Security to recover such liquidated delay damages, and Seller will be required to periodically replenish such Performance Security in accordance with Sections 5.1 and 5.5, as applicable. Seller will pay such liquidated delay damages to Georgia Power until the earlier of (i) the Day the Facility achieves Commercial Operation, (ii) the Day that Seller notifies Georgia Power that the Facility will not achieve Commercial Operation, or (iii) twelve (12) Months after the RCOD. Events (ii) and (iii) will be considered Events of Default; provided, however,

if Seller is paying liquidated delay damages under this Section 2.5, there will not be an Event of Default by Seller under Section 12.1.4 for failure to achieve Commercial Operation by the RCOD until the occurrence of an event described in (ii) or (iii) above. If Georgia Power terminates this Agreement pursuant to Section 12.3 for an Event of Default by Seller under Section 12.1.4, Seller will owe the Termination Payment pursuant to Section 12.3 in addition to the liquidated delay damages that accrue prior to termination. Following such termination, other than the requirement for Seller to pay the Termination Payment and the liquidated delay damages that accrue under this Section 2.5, neither Party will have any further liability to the other Party pursuant to this Agreement.

ARTICLE 3: TERM AND TERMINATION

3.1 Term. This Agreement will become effective on the Effective Date and will remain in full force and effect for a term of [fifteen/twenty/twenty-five/thirty (15/20/25/30)] Annual Periods ("**Term**"), subject to the early termination provisions set forth herein.

3.2 Survival of Rights.

3.2.1 Notwithstanding anything to the contrary, all provisions of this Agreement that expressly or by implication come into or continue in force and effect following the expiration or termination of this Agreement will remain in effect and be enforceable following such expiration or termination, including all provisions of this Agreement that must survive in order to give force and effect to the rights and obligations of the Parties under this Agreement. Expiration or termination of this Agreement will not relieve either Party of its liabilities or obligations that accrue prior to or at termination and such liabilities and obligations will survive termination of this Agreement.

3.2.2 Notwithstanding anything to the contrary, the terms of Section 18.17 will survive for a period of two (2) years after the termination or expiration of this Agreement; provided, however, that with respect to any Confidential Information that constitutes a "trade secret" under any applicable law, the Parties' obligations under Section 18.17 will apply for the life of such trade secret.

3.3 Effect of Termination. Subject to the exercise of a Non-Defaulting Party's rights under Section 12.3, if this Agreement is terminated, the rights and obligations of the Parties hereunder will continue unaffected until the termination is effective in accordance with the terms and conditions thereof. Any termination of this Agreement will not relieve Georgia Power of its obligation to pay any unpaid invoices for any amounts owing by Georgia Power hereunder prior to the effective date of such termination, nor relieve Seller of its obligation to pay any unpaid invoices for any amounts owing by Seller hereunder prior to the effective date of such termination, nor relieve Seller of its obligation to provide the Renewable Energy that Seller is required to deliver hereunder prior to the effective date of such termination, nor relieve the Defaulting Party from its obligation to pay the Termination Payment under Section 12.3.

3.4 Mutual Conditions. The obligations of the Parties under this Agreement are subject to the satisfaction of each of the following conditions:

3.4.1 If Seller is an Affiliate of Georgia Power and if required by Legal Requirements, FERC will have approved this Agreement without modification or conditions, or if subject to modification or conditions, only such modification or conditions that are acceptable to the Parties.

3.4.2 If, pursuant to the applicable GPSC procedural and scheduling order, (i) the GPSC has not approved this Agreement through the granting of a Certificate of Public Convenience and Necessity ("**GPSC Certificate**") for the recovery in ratebase for the purchase of Renewable Energy, or (ii) the GPSC has issued a GPSC Certificate that is subject to material qualifications or conditions that adversely affect Georgia Power, then Georgia Power may terminate this Agreement upon written notice to Seller; provided, however, that such notice is given to Seller no later than thirty (30) Days after the issuance of the GPSC Order ("**GPSC Certification Target Date**") denying or approving the GPSC Certificate with material qualifications and conditions. If, within thirty (30) Days from the GPSC Certification Target Date, the issuance or denial of the GPSC Certificate has been appealed to the GPSC or Fulton County Superior Court, then Georgia Power may terminate this Agreement upon written notice to Seller, provided that such notice is given to Seller no later than eighty (80) Days after the GPSC Certification Target Date. Upon a termination pursuant to this Section 3.4.2, neither Party will have any further liability to the other Party under this Agreement. Upon termination of this Agreement pursuant to Section 3.4.2, Georgia Power will promptly return any unused portion of the Performance Security to Seller.

3.4.3 Notwithstanding the provisions of Section 3.4.2, if at any time the GPSC revokes or amends the GPSC Certificate with respect to this Agreement ("**Amended GPSC Certificate**"), and the Amended GPSC Certificate imposes material qualifications or conditions that adversely affect Georgia Power, unless Georgia Power and Seller agree to amend in accordance with Section 3.4.5, Georgia Power will have the right to terminate this Agreement if such material qualifications or conditions are not acceptable to Georgia Power. Within fifteen (15) Days of Georgia Power's receipt of the Amended GPSC Certificate, Georgia Power will provide Seller with written notice of whether the Amended GPSC Certificate is subject to material qualifications or conditions and, if so, whether the material qualifications or conditions are acceptable to Georgia Power. If Georgia Power fails to provide such notice within such fifteen (15) Day period, the Amended GPSC Certificate will be deemed to be acceptable to Georgia Power. Upon a termination pursuant to this Section 3.4.3, neither Party will have any further liability to the other Party under this Agreement. Upon termination of this Agreement pursuant to Section 3.4.3, Georgia Power will promptly return any unused portion of the Performance Security to Seller.

3.4.4 Notwithstanding anything to the contrary in this Agreement, and provided it is not otherwise required by GPSC Rule 515-3-4.08, neither Party will seek to have the GPSC revoke or amend the GPSC Certificate of its own initiative for reasons solely

related to changed economic circumstances or market conditions affecting this Agreement.

3.4.5 If the GPSC issues an Order approving this Agreement with any modification or condition, or issues an Amended GPSC Certificate, as applicable, this Agreement will not be amended to include the modification or condition unless Seller executes a written amendment agreeing to any such modification or condition. If Georgia Power requests, within thirty (30) Days of the issuance of such Order, that Seller execute a written amendment agreeing to such modifications or conditions, and Seller does not execute such written amendment within thirty (30) Days of such request, Georgia Power may terminate this Agreement. Upon termination of this Agreement pursuant to this Section 3.4.5, Georgia Power will promptly return any unused portion of the Performance Security to Seller and, thereafter, neither Party will have any further obligation to the other Party hereunder.

3.4.6 Georgia Power will use reasonable efforts to obtain the GPSC Certificate, and in furtherance thereof, to target a filing of the application as soon as reasonably practicable after execution of this Agreement, and to pursue the issuance of the GPSC Certificate. Seller agrees to assist and support Georgia Power, in a timely manner and to the extent reasonably requested by Georgia Power, in obtaining the GPSC Certificate.

3.4.7 The Parties waive all rights to submit filings to FERC seeking modification or rescission of this Agreement under Section 205 or 206 of the Federal Power Act. In any proceeding before FERC involving this Agreement, the Parties will request the "public interest" application of the "just and reasonable" standard of review in United Gas Pipe Line Co., v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956), and clarified by NRG Power Marketing LLC v. Maine Public Utility Commission, 130 S. Ct. 693 (2010).

[Note: If Seller did not offer a Facility Purchase Option, this Section 3.5 will be RESERVED. If Seller did offer a Facility Purchase Option, this Section 3.5 will be modified to conform with Seller's Bid]

3.5 Facility Purchase Option. After the Facility achieves Commercial Operation [*exercise period and closing requirements to be defined*], Georgia Power may purchase the Facility at Fair Market Value, subject to the approval by the GPSC of such purchase. Upon consummation of the Facility purchase, this Agreement will terminate and thereafter the Parties will have no further obligation to each other under this Agreement, except for such obligations that survive termination pursuant to Sections 3.2, 5.5.2 and 14.3.

ARTICLE 4: OPERATION AND MAINTENANCE OF THE FACILITY

4.1 General Standards. During the Term, Seller will have the sole responsibility, at its sole expense, to manage, control, operate and maintain, or cause others, at Seller's expense, to manage, control, operate and maintain, the Facility in accordance with all applicable Legal Requirements, applicable reliability standards and operating policies of NERC and the applicable regional reliability entity (e.g., SERC), the Interconnection Agreement, the PPA Operating

Procedures developed by the PPA Operating Committee, Prudent Industry Practices and the requirements set forth in this Agreement. Seller will, and will cause others that manage, control, operate or maintain the Facility to (i) comply with all Legal Requirements applicable to Seller and the Facility, and (ii) diligently seek, obtain, maintain, comply with and, as necessary, renew or modify from time to time, any and all Consents.

4.1.1 By the earlier of one hundred and twenty (120) Days prior to the projected COD or the first instance of parallel operation, Seller and Georgia Power will mutually develop written PPA Operating Procedures to accommodate the specifications of the Facility as constructed by Seller, and to coordinate the respective obligations of the Parties regarding Day-to-Day operations of the Facility. Such PPA Operating Procedures may address: (i) deliveries of energy during start-up and testing of the Facility; (ii) the method of Day-to-Day communications; (iii) clearance and switching practices; (iv) Hourly energy forecasting; (v) daily energy reports; (vi) Facility operations log; (vii) reactive power output; (viii) technical limitations of Facility operation; (ix) coordination of maintenance scheduling; (x) designation of Confidential Information; (xi) the procedure for substantiating the transfer of Environmental Attributes under this Agreement; (xii) the verification of information with respect to the production of Environmental Attributes transferred to Georgia Power hereunder for purposes of certification; and (xiii) such other matters as the PPA Operating Committee agrees are appropriate. The PPA Operating Representatives will be responsible for modifying the PPA Operating Procedures in writing to reflect mutually agreed-upon changes. In the event of inconsistency or conflict between the PPA Operating Procedures and specific terms of this Agreement, the specific terms of this Agreement will take precedence.

4.1.2 Seller will, or will cause others to, employ at the Facility all safety devices and safety practices required by Legal Requirements and by Prudent Industry Practices. To the extent consistent with Prudent Industry Practices, Seller will keep accurate records of any accident or other occurrence at the Facility or Site that results in material injury to persons or material damage to property. Seller will provide to Georgia Power reasonable access to these records upon not less than seven (7) Days' notice during normal business hours, but will not be required to provide access to employment or medical records regarding Facility personnel.

4.2 Maximum Energy Delivery. The Facility must not generate and deliver to the Point of Delivery at any time, any energy output in excess of the Interconnection Limit.

4.3 Scheduling Communications. Seller will comply with reasonable requirements of Georgia Power regarding Day-to-Day or Hour-by-Hour communications with Georgia Power relative to the performance of this Agreement.

4.4 Access to the Facility.

4.4.1 After Commercial Operation, upon reasonable notice and during normal working hours, Representatives of Georgia Power will have access to the Facility and to property owned or controlled by Seller that is related to the Facility in order to: (i) inspect, maintain, or test meters or other Georgia Power equipment, as applicable; (ii)

monitor or measure energy generated by the Facility as it deems necessary in accordance with Prudent Industry Practices; (iii) inspect the Facility; or (iv) take such other action as may be reasonably necessary to exercise Georgia Power's rights under this Agreement, provided that (a) such access will not materially interfere with the testing or operations of the Facility, and (b) Georgia Power complies with rules and regulations of Governmental Authorities having jurisdiction with respect to the Facility and with Seller's reasonable policies and procedures applicable to the Facility, including those with respect to safety.

4.4.2 In no event will any Georgia Power: (i) action (e.g., technical review or evaluation, Facility assessment, allowing operation, or review of records) or inaction (e.g., failure to assess any portion of the Facility or to exercise its rights under this Agreement); or (ii) statement, representation, or failure to speak, express or implied, at any time during the Term: (a) be an endorsement of Facility design, fitness, construction, operation, or maintenance; (b) be a warranty of Facility safety, durability, or reliability; (c) make Georgia Power responsible for the Facility; (d) relieve Seller of its exclusive responsibility for operation and maintenance of the Facility; or (e) relieve Seller of exclusive liability for injury, death, or damage arising from the Facility or Seller action or inaction. Seller will in no way represent to any third party that, as a result of Georgia Power's receipt and review of any material or information, or any inspection by Georgia Power, Georgia Power is in any way responsible for the engineering or construction soundness or operational practices of the Facility.

4.5 Availability of Records. Seller will keep complete and accurate records and data for the purpose of proper administration of this Agreement in accordance with the following guidelines:

4.5.1 All records related to the Facility and Seller's performance under this Agreement will be maintained for a minimum of five (5) years after the creation of such record or data and for any additional period of time required by any Legal Requirement or Governmental Authority. Notwithstanding anything herein to the contrary, if Seller intends to dispose of or destroy any such records after such five (5) year period, Seller will provide Georgia Power with thirty (30) Days' prior written notice.

4.5.2 Seller will also maintain an accurate and up-to-date operating log with records of: (i) real power production for each clock hour; (ii) changes in operating status and scheduled maintenance; (iii) any unusual condition found during inspections; and (iv) any significant event related to the operation of the Facility.

4.5.3 Upon reasonable advance notice, Georgia Power will have the right to examine the records and data of Seller related to the Facility in order to facilitate any determination required or permitted under this Agreement.

4.5.4 Any information provided by either Party pursuant to this Section 4.5 will be subject to the confidentiality provisions set forth in Section 18.17.

4.5.5 Upon reasonable notice to Seller, Georgia Power and Georgia Power's independent auditor will have the right to inspect from time to time, such books and

records of Seller as are reasonably necessary for Georgia Power to determine whether Seller constitutes a VIE and this Agreement represents a VI, or if this Agreement must be treated as a capital lease. To the extent such inspection requires access to confidential information of Seller, such information will constitute Confidential Information subject to the provisions of Section 18.17 of this Agreement.

4.6 Station Service. If the Facility is located within the state of Georgia, Seller must arrange retail electric service for the Facility ("**Station Service**") in accordance with the Georgia Territorial Electric Service Act (O.C.G.A. §§ 46-3-1 through 46-3-15.

4.7 PPA Operating Committee.

4.7.1 The Parties will establish a PPA Operating Committee comprised of at least two (2) PPA Operating Representatives, one (1) appointed by each of Seller and Georgia Power. Seller and Georgia Power will each provide written notice of such appointment to the other Party. Such appointments may be changed at any time by similar written notice. The PPA Operating Committee will meet as necessary, but not less often than once each calendar year, by mutually agreeable means (e.g., conference call or other electronic means, or in person) upon prior written notice. The PPA Operating Committee will represent the Parties in all matters arising hereunder that are delegated to them by mutual agreement of the Parties, but will not have any authority to modify or amend the terms of this Agreement.

4.7.2 Each Party will cooperate in providing to the PPA Operating Representatives all information required in the performance of the Operating Committee's duties. If the PPA Operating Committee is unable to agree on any matter falling under its jurisdiction, such matter will be submitted to senior officers of the Parties for discussion and resolution. All decisions and agreements made by the PPA Operating Committee or their principals will be evidenced in writing.

ARTICLE 5: PERFORMANCE SECURITY

[Note: If Seller is Creditworthy, this Article 5 will be revised to appropriately recognize such Creditworthiness.]

5.1 Performance Security. Simultaneous with the execution of this Agreement, Seller will deliver to Georgia Power Eligible Collateral ("**Performance Security**"). The amount of Performance Security that Seller is required to maintain over the Term will be a percentage of revenues for the Term of the PPA as follows:

TABLE 5.1

Applicable Dates	Annual Periods
Effective Date to COD	2.5% x total projected revenue during the Term [to be inserted to reflect bid price]
From COD through the Remainder of Term	5% x total projected revenue during the Term [to be inserted to reflect bid price]

If any portion of the Eligible Collateral that Georgia Power is then holding is in the form of a Seller Guaranty, and a Material Adverse Change occurs in respect of Seller Guarantor, then within three (3) Business Days, Seller will deliver to Georgia Power replacement Eligible Collateral in a form other than a Seller Guaranty.

5.2 Replacement, Supplemental, and Release of Collateral.

5.2.1 Replacement Collateral; Supplemental Collateral. To the extent that any supplement to or replacement of Performance Security is required to maintain compliance with Section 5.1 or 5.5, as applicable, Seller will deliver such supplemental or replacement Performance Security to Georgia Power no later than ninety (90) Days prior to the earlier to occur of (i) the date when an increase or decrease in Eligible Collateral is required pursuant to Table 5.1 and (ii) the date when the existing Eligible Collateral will expire; provided, however, that the increase or decrease, as the case may be, in Eligible Collateral will not become effective until the applicable date specified in Table 5.1 has arrived. In the event of a failure to comply with the preceding sentence, Georgia Power will be entitled, without limitation to its other remedies under this Agreement or at law, to draw upon the existing Eligible Collateral prior to the expiration date thereof. Upon receipt of any replacement Eligible Collateral, and provided that Seller remains in compliance with this Article 5, Georgia Power will not draw upon the existing Eligible Collateral, for which such replacement is being made, solely because such existing Eligible Collateral is about to expire.

5.2.2 Release of Collateral. Upon replacement of the Performance Security pursuant to Section 5.1 or 5.5, as applicable, Georgia Power, upon three (3) Business Days' written request by Seller, will release any Eligible Collateral that is no longer required or that has been replaced. Seller may change the form of Eligible Collateral from time to time during the Term. Upon receipt of substitute Eligible Collateral, the Eligible Collateral for which substitution is being made will promptly be released by Georgia Power in an amount equal to that which is being substituted. At the end of the Term, any remaining Eligible Collateral posted by Seller that has not been drawn upon by Georgia Power pursuant to its rights under this Agreement will be returned to Seller. Any dispute between the Parties regarding such final settlement will be resolved according to the applicable procedures set forth in Article 17.

5.3 Draws; Replenishment. In addition to the draws permitted by Section 5.2.1, Georgia Power may draw upon the Eligible Collateral following the occurrence of an Event of Default by Seller or pursuant to other provisions of this Agreement in order to recover any damages to which Georgia Power is entitled under this Agreement, or any other unpaid amounts due and owing by Seller under this Agreement, including to recover any liquidated delay damages owed under Section 2.5, Cover Costs owed under Section 7.9, or the Termination Payment owed under Section 12.3. In the event of such a draw on the Eligible Collateral, then, except in the circumstance when Georgia Power establishes an Early Termination Date pursuant to Section 12.3 or this Agreement otherwise terminates, Seller, within three (3) Business Days, will replenish the Eligible Collateral to the full amount required by Sections 5.1 or 5.2, as applicable.

5.4 Reporting. Seller will promptly notify Georgia Power of any circumstance that results in Seller's failure to be in compliance with the Performance Security requirements of this Article 5.

[NOTE: If Seller has elected to receive annual pricing that escalates at less than a compound average of three percent (3%) or more, this Section 5.5 will be RESERVED.]

5.5 Front Load Performance Security.

5.5.1 Seller has elected to receive payments that escalate at less than a compound average of three percent (3%), which means such payments result in an "early payment" for a future benefit to Georgia Power. Therefore, Seller's obligation to pay the Account Balance to Georgia Power will be secured by Front Load Performance Security in an amount equal to the Account Balance as adjusted from time to time, as set forth in **Appendix G**; provided, however, in no event will the Front Load Performance Security exceed _____ ($_____) [*Insert highest value from App. G table*]. Seller must provide such Front Load Performance Security to Georgia Power no later than sixty (60) Days prior to the projected COD, in an amount equal to the Account Balance for the first Annual Adjustment Period as set forth in **Appendix G**. The Front Load Performance Security must be maintained throughout the Term in the amounts set forth in **Appendix G** for the corresponding Annual Adjustment Period and must remain in full force and effect through the Term, and until all amounts owed to Georgia Power by Seller are paid in full.

5.5.2 This Section 5.5 will survive the termination of this Agreement to the full extent necessary for its enforcement and the protection of Georgia Power, but in no event will such survival extend beyond one (1) calendar year from such termination.

ARTICLE 6: INTERCONNECTION AND METERING

6.1 Interconnection.

6.1.1 If Seller enters into a Georgia Power Interconnection Agreement, such Georgia Power Interconnection Agreement will be read in conjunction with the provisions of this Article 6 and any contradictory provisions related to Facility

interconnection will be resolved in favor of the Georgia Power Interconnection Agreement.

6.1.2 As of the Effective Date, Seller must have submitted an Interconnection Study request. Seller must use diligent efforts to execute an Interconnection Agreement with the appropriate Interconnection Provider within thirty (30) Days of being presented with an executable version of the Interconnection Agreement. Any exception to this requirement must be approved in writing by Georgia Power prior to Seller executing such Interconnection Agreement. The Interconnection Agreement must be maintained throughout the Term of this Agreement. Upon execution of the Interconnection Agreement, Seller must promptly provide a copy of such Interconnection Agreement to Georgia Power in accordance with the notice provisions of Section 18.12. Throughout the Term, Seller will provide any Interconnection Agreement amendment to Georgia Power within thirty (30) Days of the effective date of such amendment.

6.1.3 Georgia Power will not be responsible under this Agreement for any costs or expenses (including overheads and administrative costs) or risks incurred in connection with the Interconnection Study or with the design, construction, installation, operation or maintenance of the Interconnection Facilities up to the Point of Interconnection. Seller is responsible for determining interconnection rules, practices and policies with which it must comply and for coordination with any other Person in connection with the interconnection process. Seller also is responsible for determining interconnection costs for the Interconnection Facilities or for grid improvements or affected/impacted system upgrades beyond the Point of Interconnection and for satisfying the payment or security requirements of any applicable Transmission Provider.

6.1.4 The Interconnection Agreement must reflect a projected completion date for construction of the Interconnection Facilities, including a reasonable schedule between initial synchronization and the COD to allow for operations verification and testing consistent with the Interconnection Provider's current practices. Seller is required to execute and perform under the Interconnection Agreement in a timely manner, including providing timely notice to proceed, timely submission of required data and documentation, and timely payment. [Seller acknowledges that prior to entering a Georgia Power Interconnection Agreement, Seller may need to enter into an engineering and procurement agreement in order to provide timely notice to proceed.]

[Note: If Seller interconnects inside the SBAA, the Section 6.2 below is applicable. If Seller interconnects outside the SBAA, this Section 6.2 will be RESERVED]

6.2 Metering.

6.2.1 The Parties will ensure the Metering System is designed, located, constructed, installed, owned, operated and maintained in accordance with the Interconnection Agreement and Prudent Industry Practices in order to measure and record the amount of Energy delivered from the Facility to the Point of Delivery. The meters will be of a mutually-acceptable accuracy range and type. Seller will be responsible for the cost of all metering that will be installed, owned, operated and maintained by Georgia

Power for the purpose of determining the amount of Hourly Energy delivered to the Point of Delivery. All meters and other such facilities, equipment and devices installed by Georgia Power will be and will remain the personal property of Georgia Power. None of Seller, Seller's Affiliates or the employees, subcontractors or contractors of any of them will make an adjustment to the Metering System without the prior written consent of Georgia Power. Seller, at its own cost, may install additional meters or other such facilities, equipment or devices on Seller's side of the Point of Delivery as Seller deems necessary or appropriate to monitor the measurements of the Metering System; provided, however, that in all cases Georgia Power will be entitled to calculate its invoiced amounts solely by reference to its Metering System.

6.2.2 Georgia Power will inspect and test all meters in accordance with Prudent Industry Practices, but not less often than once every two (2) Annual Periods. Upon reasonable written request to Georgia Power, Seller, at its own expense, may inspect or test any such meters more frequently than once every two (2) Annual Periods. Seller will be responsible, and will reimburse Georgia Power, for all costs and expenses incurred by or on behalf of Georgia Power in connection with such inspections or tests.

6.2.3 If any seal securing the metering is found broken, if the Metering System fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an adjustment will be made correcting all measurements of energy made by the Metering System during: (i) the actual period when inaccurate measurements were made by the Metering System, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of the Metering System to the date such failure is discovered or such test is made ("**Adjustment Period**"). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment will be determined: (A) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or (B) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Georgia Power will pay Seller any additional amounts then due for deliveries of Renewable Energy during the Adjustment Period or Georgia Power will be entitled to a credit against any subsequent payments for Renewable Energy, as the case may be.

6.2.4 Georgia Power and its Representatives will be entitled to be present at any test, inspection, maintenance, adjustments or replacement of any part of the Metering System relating to obligations under this Agreement.

ARTICLE 7: PURCHASE AND SALE OF RENEWABLE ENERGY

7.1 Sale and Purchase of Hourly Energy. Commencing on the COD, and during each Hour of each Month of each Annual Period, subject to the terms and conditions of this Agreement, Seller will deliver to the Point of Delivery and sell to Georgia Power, and Georgia Power will purchase and receive from Seller at the Point of Delivery, Energy in an amount equal

to the Hourly Energy. For purposes of this Agreement, for any given Hour, "**Hourly Energy**" will be equal to the quantity of "**Hourly Energy for Each Hour**" as set forth in the Hourly Delivery Contract Amount table found in **Appendix H** for the applicable Month in which such Hour occurs. The sale and purchase of Energy delivered to the Point of Delivery will include, at no additional cost to Georgia Power, the transfer from Seller to Georgia Power of any and all Electrical Products associated with such Energy and all Environmental Attributes for the Energy that are required under Article 9.

7.2 Testing and Test Energy. Seller will not commence initial delivery of Energy to the Point of Delivery without the prior written consent of Georgia Power. Georgia Power will purchase Energy (including associated Environmental Attributes and Electrical Products) produced by Seller during Facility testing and start-up at such times and under conditions acceptable to Georgia Power and Seller at the AIER and otherwise in accordance with the terms of this Agreement. Representatives of Georgia Power will have the right to be present during any such testing. Georgia Power will cooperate with Seller to facilitate Seller's testing of the Facility necessary to achieve Commercial Operation, including coordination of the production and delivery of test energy. Seller will provide Georgia Power not less than ten (10) Business Days' written notice before any testing to establish the Facility's Commercial Operation under this Agreement.

7.3 Failure to Deliver Energy. Georgia Power will not be obligated to receive or, subject to Section 8.2.1, purchase Energy that Seller does not deliver to the Point of Delivery, including any Undelivered Force Majeure Energy, Georgia Power Curtailed Energy and Seller Curtailed Energy.

7.4 Storage. If a Facility has on-Site energy storage capability, such storage must be charged solely by the Facility (e.g., energy storage cannot be charged from the Transmission System by any retail electricity provider or from any non-renewable energy source). For the avoidance of doubt, such storage capability cannot be used in conjunction with the renewable generating capability of the Facility to exceed the Interconnection Limit at any point in time during the Term. **Appendix K** describes the Facility's on-Site storage capability and the specifications for its use.

7.5 Point of Delivery; Title; Risk of Loss. Unless otherwise agreed by Georgia Power in writing, Seller will deliver all Energy to Georgia Power at the Point of Delivery. The title to and risk of loss of Energy will pass from Seller to Georgia Power at the Point of Delivery.

7.6 Sales to Third Parties. Seller may sell energy from the Facility to a third party; provided, however, Seller must be in compliance with the provisions of Section 7.8 during each Annual Period. However, Environmental Attributes associated with any such energy sold to a third party under this Section 7.6 are hereby reserved for possible usage for Seller's compliance with Section 9.1.1, and Seller must not sell or otherwise transfer any such Environmental Attributes to a third party unless and until Seller has determined that such Environmental Attributes will not be required for Seller's compliance with Section 9.1.1.

7.7 Determination of Amounts of Delivered Energy. [For a Facility interconnecting inside the SBAA], the amounts of Delivered Energy delivered by Seller to Georgia Power during any Hour will be deemed equal to the amount of Energy confirmed for delivery to Georgia Power by Seller at the Point of Delivery as determined by the Metering System. The methodology for determining the amounts of Delivered Energy delivered by Seller from an Alternate Resource to Georgia Power during any Hour will be established in the PPA Operating Procedures. [For a Facility interconnecting outside the SBAA], the amounts of Delivered Energy delivered by Seller to Georgia Power during any Hour will be set forth in the applicable transmission schedules and transmission tags, as such transmission schedules and transmission tags are confirmed by each applicable Transmission Provider(s) and balancing authority(ies). The PPA Operating Procedures will, as deemed necessary or desirable by the Parties, contain further provisions addressing applicable transmission schedules and the measurement and determination of Delivered Energy, including Energy delivered from an Alternate Resource.

7.8 Source of Energy. For each Hour, subject to the requirements of this Section 7.8, Seller will deliver Energy in satisfaction of its obligations under this Agreement from the Facility, or from an Alternate Resource; provided however, for each Annual Period, (a) at least sixty percent (60%) of the total Hourly Energy required to be delivered to Georgia Power under this Agreement during the Annual Period must be sourced from the Facility (i.e., the amount of Hourly Energy sourced from Alternate Resources during each Annual Period will not be more than forty percent (40%) of the total Hourly Energy required to be delivered during such Annual Period), and (ii) at least ninety percent (90%) of the Environmental Attributes required to be provided by Seller to Georgia Power under this Agreement must be sourced from the Facility pursuant to Section 9.1.1 even if more than ten percent (10%) of the Hourly Energy delivered to Georgia Power during the Annual Period is sourced from Alternate Resources.

7.8.1 An Alternate Resource may not be any electric renewable generation facility of an Affiliate of Georgia Power, provided that this prohibition will not apply if Seller is an Affiliate of Georgia Power.

7.8.2 The delivery and scheduling of Hourly Energy will be in compliance with all requirements of the applicable transmission tariffs governing transmission service on the Transmission System of the Transmitting Utility and all other balancing authority area requirements. Seller must provide Georgia Power with timely notice of the identity of each Alternate Resource being used to supply any amount of the Hourly Energy in a manner consistent with the requirements of the Southern OATT and the business practices of the Southern Company Transmission System in order to facilitate the delivery of Energy to Georgia Power under this Agreement and Georgia Power's subsequent delivery of such energy to Georgia Power's customers.

7.9 Undelivered Energy; Cover Costs.

7.9.1 Georgia Power will determine: (i) the amount of Undelivered Energy for any Hour; and (ii) the Cover Costs for Undelivered Energy for such Hour. Georgia Power will submit information regarding the calculation of such Cover Costs to Seller pursuant to Section 10.1.2. Seller will include the total Cover Costs for each Month as credits in Seller's invoice to Georgia Power for the Monthly Renewable Energy Payment under

Section 10.2.2. Notwithstanding Section 10.2.2 and any other provision of this Agreement, Seller will not be entitled to withhold any portion of the Cover Costs; provided, further, that any dispute regarding Cover Costs will be resolved pursuant to the procedure set forth in Article 17.

7.9.2 Seller acknowledges and agrees that neither Georgia Power nor its Affiliates will be required to utilize or change their utilization of their owned or controlled assets (including electric generation facilities), purchased power or market positions in order to minimize the Replacement Price or Cover Costs for any given Hour. Further, Seller acknowledges and agrees that Georgia Power will be entitled to purchase energy, Environmental Attributes, and Electrical Products to replace any Undelivered Energy from any Person(s) in its reasonable discretion and that any such purchase may be utilized in the determination of the Replacement Price and Cover Costs hereunder.

7.9.3 Except in the event of a termination of this Agreement by Georgia Power under Section 12.3, the Cover Costs determined pursuant to Sections 7.9.1 and 7.9.2 will constitute Georgia Power's exclusive remedy for the damages incurred by Georgia Power due to Seller's failure to provide Hourly Energy under this Agreement.

ARTICLE 8: CURTAILMENTS; DELIVERY TO SOUTHERN COMPANY TRANSMISSION SYSTEM

8.1 Compliance. The delivery and scheduling of Energy will be in compliance with all requirements of the applicable transmission tariffs governing transmission service on the Transmission Provider Systems and all other balancing authority area requirements.

8.2 Georgia Power Curtailment; Georgia Power Curtailed Energy. Georgia Power is entitled to require Seller to curtail or cease the delivery of Energy, at Georgia Power's discretion, for reliability, safety, emergency conditions (including when Georgia Power reasonably anticipates that an emergency condition will occur), or operational reasons associated with load balancing ("**Georgia Power Curtailment**"). If, during any Hour, there is a Georgia Power Curtailment or a Southern Transmission Curtailment, then Georgia Power will be excused from receiving and purchasing the amount of Hourly Energy curtailed ("**Georgia Power Curtailed Energy**"). Georgia Power Curtailed Energy will be included in the Deemed Delivered Energy. Subject to Section 8.2.1 Georgia Power Curtailed Energy will be excluded from the calculation of the Hourly Energy Charges in **Appendix A**.

8.2.1 If during an Annual Period there are one or more Georgia Power Curtailments for operational reasons associated with load balancing and such Georgia Power Curtailment(s) for operational reasons associated with load balancing, in the aggregate, exceed twenty (20) Hours in the Annual Period, such amount of Energy curtailed during the Annual Period in excess of twenty (20) Hours ("**Excess Load Balancing Curtailed Energy**") will be included in the calculation of the Hourly Energy Charges in **Appendix A** for the applicable Hour(s) in the Annual Period.

8.3 Seller Interconnection Curtailment; Seller Curtailed Energy. If Seller fails to deliver all or any portion of the Hourly Energy to the Point of Delivery due to the curtailment, interruption or unavailability for any of the reasons set forth in the Interconnection Agreement ("**Seller Interconnection Curtailment**"), then the amount of Hourly Energy for which Seller failed to deliver due to a Seller Interconnection Curtailment is included in Seller Curtailed Energy. Seller Curtailed Energy is not included in Deemed Delivered Energy and will be excluded from the calculation of the Hourly Energy Charges in **Appendix A**. Seller will not be excused from delivering Seller Curtailed Energy and Seller Curtailed Energy will constitute Undelivered Energy for which Seller will be obligated to pay Cover Costs under Section 7.9. Seller Curtailed Energy will be excluded from the determination of Delivered Energy for all purposes of this Agreement.

8.4 Transmission and Delivery Responsibilities of Georgia Power. Georgia Power will be solely responsible for scheduling and making all necessary arrangements for the Facility to be designated as a Network Resource for serving Georgia Power's load with deliveries of the Energy sourced from the Facility. The designation will be obtained and maintained by Georgia Power from the COD and thereafter throughout the Term. Such request will be consistent with the Network Resource process described in the Southern OATT. Furthermore, Georgia Power will provide to Seller the OASIS reference number for the designation request. Except as otherwise provided in this Agreement, Georgia Power will be solely responsible for any and all costs and charges incurred in connection with the delivery of Energy from the Point of Delivery to Georgia Power's load, whether imposed pursuant to standards or provisions established by FERC, another Governmental Authority, or any other Person.

[Note: These provisions 8.5 and 8.6 to be removed if Facility is located inside the SBAA.]

8.5 Seller Firm Transmission Curtailment. If, during any Hour, Seller fails to deliver all or any portion of the Hourly Energy due to the curtailment, interruption or unavailability of transmission service prior to or at the Southern Transmission Interface identified in Section 8.6.2 ("**Seller Firm Transmission Curtailment**"), then the amount of Hourly Energy for which Seller failed to deliver due to a Seller Firm Transmission Curtailment is included in Seller Curtailed Energy.

8.6 Transmission and Delivery Responsibilities of Seller.

8.6.1 Seller will be solely responsible for making all necessary arrangements for the Firm Transmission Service necessary for the delivery of all Hourly Energy to the Point of Delivery, including ancillary services, from the COD throughout the remainder of the Term. Seller is solely responsible for any and all costs and charges incurred in connection therewith, to the extent that they result from transmission service up to the Point of Delivery, whether imposed pursuant to standards or provisions established by FERC, another Governmental Authority, any Transmission Provider, Interconnection Provider, or any other Person, including transmission and distribution costs, scheduling costs, generation and energy imbalance costs, congestion costs, operating reserve charges, and the cost of rights to utilize the transmission or distribution system.

8.6.2 Seller must: (i) obtain, maintain and utilize the Firm Transmission Service in order to deliver all Energy from the Facility or balancing authority area producing such Energy to the Point of Delivery; and (ii) provide to Georgia Power all information reasonably required by Georgia Power, including information with respect to the Facility or balancing authority area. Seller must procure Firm Transmission Service for the full output of the Facility and throughout the Term of this Agreement to effectuate delivery to the Southern Transmission Interface with [_____ *(e.g., MISO)*].

8.6.3 Seller will provide and make available to Georgia Power all information with respect to the delivery of Energy and the interruption or curtailment of Energy and Seller will use good faith efforts to obtain such information from other pertinent Person(s) in order to provide such information to Georgia Power. Without limiting the foregoing, from the COD through the end of the Term, Seller will provide to Georgia Power the transmission service request identification number for transmission service to the Point of Delivery and any other information in the possession of Seller required by Georgia Power to receive the Energy delivered to or for the account of Georgia Power at the Point of Delivery.

8.6.4 The amounts of Energy delivered by Seller to Georgia Power during any Hour are deemed equal to the amount of Energy confirmed for delivery to Georgia Power by Seller at the Point of Delivery as set forth in the applicable transmission schedules and transmission tags, as such transmission schedules and transmission tags are confirmed by the applicable transmission service provider(s) or balancing authority(ies). As deemed necessary or desirable by the Parties, the PPA Operating Procedures will contain further provisions addressing applicable transmission schedules and the measurement and determination of Energy delivered.

ARTICLE 9: ENVIRONMENTAL ATTRIBUTES

9.1 Provision of Environmental Attributes. In consideration for the Monthly Renewable Energy Payments, Seller must transfer, deliver and otherwise provide Environmental Attributes to Georgia Power for all Delivered Energy in accordance with the following: (i) Seller must transfer, deliver and otherwise provide to Georgia Power all Environmental Attributes associated with the Energy from the Facility delivered to Georgia Power under this Agreement, and (ii) in the event that Seller delivers Energy to Georgia Power from any Alternate Resource, Seller must transfer, deliver and otherwise provide Environmental Attributes to Georgia Power that are sourced in accordance with Section 9.1.1 and in a quantity that is equal to the quantity of Environmental Attributes that would have been created or produced by the Facility if the Facility had produced such amount of Energy (regardless of the actual generation output of the Facility during such period of time).

9.1.1 Notwithstanding anything to the contrary in this Agreement, if Seller delivers Energy to Georgia Power from a combination of the Facility and one or more Alternate Resources during an Annual Period, at least ninety percent (90%) of the Environmental Attributes required to be provided to Georgia Power under Section 9.1 for the Energy delivered in the Annual Period must be sourced from the Facility. For the avoidance of doubt, even if more than ten percent (10%) of the Hourly Energy delivered

to Georgia Power during an Annual Period is sourced from Alternate Resources under Section 7.8, at least ninety percent (90%) of the Environmental Attributes required to be provided to Georgia Power for Energy delivered in the Annual Period must be sourced from the Facility. Environmental Attributes must not be sourced from any electric renewable generation facility of an Affiliate of Georgia Power, provided that this prohibition will not apply if Seller is an Affiliate of Georgia Power. To the extent that this Section 9.1.1 allows Seller to source any Environmental Attributes from an electric renewable generation resource other than the Facility (including an Alternate Resource, if applicable) in order to satisfy its obligations under this Agreement, such Environmental Attributes must fully satisfy the following criteria: (i) are of the same character, quality and vintage as those Environmental Attributes that would have been or which are sourced from the Facility; (ii) have the same benefit and utility to Georgia Power as the Environmental Attributes that would have been or which are sourced from the Facility; and (iii) have the same or greater value as those Environmental Attributes that would have been or which are sourced from the Facility. Georgia Power will have exclusive rights to all Environmental Attributes provided to Georgia Power under this Agreement, which will include the exclusive right to: (i) claim that Energy was generated from a renewable type of fuel; (ii) report to any Governmental Authority, or other Person for compliance with any Legal Requirement or other purpose, that it owns the Environmental Attributes; and (iii) claim the Environmental Attributes to customers or potential customers for purposes of marketing and advertising; provided, however, Seller and its Affiliates will be entitled to issue marketing materials and other statements regarding their respective operations and business activities, but only so long as the issuance of such materials and statements does not reduce the economic value to Georgia Power of the Environmental Attributes to be transferred hereunder or otherwise reduce Georgia Power's claims to such Environmental Attributes or result in the double counting of such Environmental Attributes.

9.1.2 Seller will maintain and provide to Georgia Power (or, if directed by Georgia Power, other applicable Persons) such information as necessary to substantiate, account for, or track the quantity of Environmental Attributes delivered to Georgia Power under this Agreement, including all information necessary for Georgia Power to comply with the requirements of any Governmental Authority or other certifying or standard-setting body relating to the Environmental Attributes to be provided under this Agreement. Seller is obligated for costs, if any, associated with registering, qualifying or recording any Environmental Attributes with any such applicable Governmental Authority or other certifying or standard-setting body. Seller will provide Georgia Power with attestations regarding the accuracy of such information as reasonably requested by Georgia Power. Georgia Power will have the right to disclose such information publicly or to any third party, without the prior consent of Seller, as reasonably required in connection with the operation of Georgia Power's business, including disclosures: (i) to any Person that purchases the Environmental Attributes from Georgia Power; (ii) to any Governmental Authority; (iii) to any auditor or any Person that certifies or sets standards with respect to Environmental Attributes; and (iv) as necessary for Georgia Power to defend, verify or substantiate its ownership of the Environmental Attributes under this Agreement.

9.1.3 In no way will the right to, transfer of, or acquisition of Environmental Attributes cause Georgia Power to be deemed an owner or operator of the Facility or in any way cause Georgia Power to be responsible for the Facility's compliance with any Legal Requirement.

ARTICLE 10: RENEWABLE ENERGY PAYMENTS

10.1 Monthly Renewable Energy Payments.

10.1.1 For each Month in each Annual Period, Georgia Power will pay Seller a Monthly Renewable Energy Payment in accordance with **Appendix A** for the Hourly Energy Charges for the Month (which includes all compensation for the Delivered Energy and the transfer of the Environmental Attributes required under Article 9 and for the Electrical Products associated with the Delivered Energy), subject to any credit for Cover Costs under Section 7.9.

10.1.2 Seller acknowledges and agrees that all price and payment information provided by Georgia Power to Seller is Confidential Information, subject to Section 18.17.

10.1.3 Georgia Power's obligation to pay the Monthly Renewable Energy Payment commences on the COD.

10.1.4 Seller will not be entitled to separate or additional compensation for Environmental Attributes or Electrical Products beyond the Monthly Renewable Energy Payment as calculated in accordance with this Agreement.

10.2 Billing and Payment.

10.2.1 Following Commercial Operation, Georgia Power will provide written notice to Seller of the amount of Delivered Energy, and any Excess Load Balancing Curtailed Energy, for each Month and any Cover Costs owed by Seller under Section 7.9 for such Month by no later than the fifteenth (15th) Business Day of the following Month.

10.2.2 Within ten (10) Business Days after receipt of notification pursuant to Section 10.2.1, Seller will provide Georgia Power with an invoice for the Monthly Renewable Energy Payment (determined in accordance with **Appendix A**) as well as any other amounts required to be paid by Georgia Power to Seller for such Month, minus any credit for Cover Costs under Section 7.9.

10.2.3 Georgia Power may provide a net payment or net bill, whichever is applicable, that consolidates amounts owing to Seller with amounts owing to Georgia Power.

10.2.4 The Monthly Renewable Energy Payment, or any other payment owed under this Agreement, will be due and payable on or before the twentieth (20th) Business Day after a Party's receipt of such invoice. Payment of an invoice will be made on or

before the date due in immediately available funds through wire transfer of funds or other means acceptable to the Parties. If payment is not made on or before such twentieth (20th) Business Day, then interest will be added to the overdue payment, from the date such overdue payment was due until such overdue payment together with interest is paid, which interest will be compounded at the Interest Rate.

10.3 Billing Disputes and Final Accounting.

10.3.1 The Parties will each have until the three hundred sixty-fifth (365th) Day after receipt of a Monthly invoice to question or contest the correctness of any charge or credit set forth in such invoice. If no question or contest is raised during such time period, the correctness of all such charges and credits will be conclusively presumed.

10.3.2 If a Party questions or contests the correctness of any invoiced amount claimed by the other Party to be due pursuant to this Agreement, whether a charge or a credit, such Party will provide written notice to the other Party (the "**Billing Dispute Notice**") that: (i) states the good faith basis for the dispute, (ii) specifies the portion of the invoiced amount in dispute and (iii) provides documentation reasonably supporting the Party's determination of the disputed amount.

10.3.3 If a Party, by timely notice in accordance with Sections 10.3.1 and 10.3.2, questions or contests the correctness of any charge or credit, the other Party will promptly review the questioned charge or credit and will notify the questioning Party, within twenty (20) Days following receipt of the Billing Dispute Notice, of the amount of any error and the amount of any reimbursement that such Party is entitled to receive with respect to such alleged error (the "**Dispute Review Notice**"). Any reimbursement determined to be due from a Party under this Section 10.3.3 will be included on the next Monthly invoice and will include interest from the date the original payment was received until the date such reimbursement together with interest is invoiced as a credit, which interest will be compounded at the Interest Rate.

10.3.4 If a Party disputes the other Party's resolution under Section 10.3.3 of any question or contest of the correctness of any charge or credit contained in a Monthly invoice, then the Parties will submit the dispute for resolution in accordance with Article 17.

10.4 Interest. If either Party does not make a payment required by this Agreement when due, then interest at the Interest Rate, from the date such overdue payment was due until the date such overdue payment, together with interest, is paid, will be added to the amount due. If either Party makes a payment pursuant to an invoice that is later determined to have been incorrect, then interest at the Interest Rate from the date such overpayment was made, together with interest, will be added to the overpayment until such overpayment is refunded to such Party. Remittance received by mail, if mail is a means of payment acceptable to the Party owed such payment, will be accepted without interest charges if such payment is postmarked on or before the due date. If the due date of any payment falls on a Day other than a Business Day, the next succeeding Business Day will be the last Day on which payment can be postmarked without interest charges being assessed.

ARTICLE 11: REPRESENTATIONS, WARRANTIES AND COVENANTS

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

11.1.1 Seller is a _____, duly organized and validly existing under the laws of the state of _____, is the sole owner or lessee of the Facility and has the legal power and authority to: (i) own its properties; (ii) carry on its business as now being conducted; (iii) enter into this Agreement; (iv) carry out the transactions contemplated hereby; and (v) perform and carry out all covenants and obligations on its part to be performed under or pursuant to this Agreement.

11.1.2 The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary action, and do not and will not require any consent or approval of any Person other than that which has been obtained.

11.1.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirement, charter, bylaw, operating agreement or other formation or organizational document of Seller, or any deed of trust, mortgage, loan agreement, other evidence of Indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound.

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

11.1.5 There is no pending, or to the knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Authority that purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof or that could reasonably be expected to have a material adverse effect on Seller.

11.1.6 Seller covenants to Georgia Power that it will, at all times during the Term, pay or cause to be paid when due, all charges, taxes, assessments and fees owed with respect to (i) the Facility, including its development, permitting, design, engineering, procurement, construction, testing, startup, ownership, leasing, financing, operation, and maintenance; and (ii) the production and delivery of Renewable Energy to be provided to Georgia Power arising, in the case of Energy, prior to the time of Seller's delivery of such Energy to Georgia Power at the Point of Delivery, or, in the case of Environmental Attributes, prior to the time such Environmental Attributes are transferred to Georgia Power.

11.1.7 From the Effective Date through the end of the Term, Seller covenants that, from its perspective or due to any of Seller's actions, Georgia Power will not be required by any Legal Requirement or any accounting standard, including those implemented or administered by the Financial Accounting Standards Board, to consolidate Seller or any of its Affiliates or permitted assigns as a VIE in Georgia Power's or any of its Affiliates' financial statements. Seller covenants to promptly notify Georgia Power following any determination made by Seller or its independent auditor that Seller constitutes a VIE for which Georgia Power is the Primary Beneficiary as a result of this Agreement, considered individually or together with any other power purchase agreements between Seller and Georgia Power. At the time of execution of this Agreement and thereafter prior to each anniversary of the COD during the Term, Seller will provide Georgia Power (i) a VIE certification form in the form of **Appendix D** signed by the chief financial officer of Seller, and (ii) a Capital Lease Certification in the form of **Appendix E** signed by the chief financial officer of Seller.

11.1.8 Reserved.

11.1.9 Seller will enter into the Interconnection Agreement in compliance with the provisions of Section 6.1.2, and will remain in compliance with the Interconnection Agreement throughout the Term.

11.1.10 Seller represents, warrants and covenants throughout the Term that:

11.1.10.1 Seller has and will transfer, or will cause to be transferred to Georgia Power at the Point of Delivery, good and marketable title to all Energy, free and clear of any lien, tax obligation, claim, security interest or any other encumbrance;

11.1.10.2 Seller has and will transfer, or will cause to be transferred to Georgia Power, good and marketable title to all Environmental Attributes and Electrical Products, free and clear of any lien, tax obligation, claim, security interest or any other encumbrance;

11.1.10.3 Reserved;

11.1.10.4 The Energy, Environmental Attributes and Electrical Products provided to Georgia Power under this Agreement have not been utilized by Seller or any Person (other than Georgia Power or any Person to whom Georgia Power sells or transfers the same) to satisfy or comply with any Legal Requirement or any voluntary or involuntary renewable energy requirement or standard, including any renewable portfolio standard, renewable energy standard or any other similar standard or requirement;

11.1.10.5 The Environmental Attributes provided to Georgia Power under this Agreement include all those products or rights relating to greenhouse gases and all green certificates, green tags, renewable certificates and RECs, in each case as specified in and required by the definition of Environmental

Attributes, and they have not been used to satisfy or comply with other greenhouse gas or carbon reduction requirements, standards, obligations, or initiatives. The Energy has not been sold, separately marketed or otherwise separately represented as renewable energy by any other Person;

11.1.10.6 To Seller's knowledge, no Person has made any claim or statement in any form that a Person other than Georgia Power or any Person to whom Georgia Power sells or transfers the same owns or possesses any right, title, or interest in or to any of the Environmental Attributes or Electrical Products provided to Georgia Power under this Agreement;

11.1.10.7 Except as permitted under Section 9.1.2, neither Seller nor any of its Affiliates or any Person has made any claim or statement in any form that the Energy was generated from any sustainable, perpetual, renewable or other particular type of fuel, including: (i) in any marketing or advertising materials, press release or public statement; (ii) any product content label or other disclosure regarding fuel mix; (iii) any report under any emissions trading program, public or private; or (iv) any report or disclosure for purposes of complying with a Legal Requirement to meet any renewable portfolio standard, renewable energy standard, or carbon reduction initiative (whether voluntary or involuntary); and

11.1.10.8 No Environmental Attributes provided to Georgia Power under this Agreement violate any applicable rule or requirement of any certification authority (whether with respect to voluntary or involuntary certification) pertaining to double counting.

Nothing in Section 11.1.10 will be interpreted or construed as relieving or diminishing any obligation of Seller to provide Environmental Attributes that are in conformance with the requirements of Section 9.1.

11.1.11 There are no bankruptcy proceedings pending or being contemplated by Seller or, to its knowledge, threatened against it.

11.1.12 The Facility's maximum output must at all times remain at or below the Interconnection Limit, and Seller will not make any change fundamentally altering the location of the Facility or the type of power generation technology, or materially reducing the capacity of the Facility.

11.1.13 Seller will remain in compliance with the requirements of Section 13.1 throughout the Term.

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

11.2.1 Georgia Power is a corporation, duly organized and validly existing under the laws of the state of Georgia and has the legal power and authority to: (i) carry on its

business as now being conducted; (ii) enter into this Agreement; (iii) carry out the transactions contemplated hereby; and (iv) perform and carry out all covenants and obligations on its part to be performed under or pursuant to this Agreement.

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

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

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

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

11.2.6 There are no bankruptcy proceedings pending or being contemplated by Georgia Power or, to its knowledge, threatened against it.

11.2.7 Georgia Power, at all times during the Term, will pay or cause to be paid, all charges, taxes, assessments and fees with respect to (i) Energy received by Georgia Power arising after the time such Energy is delivered by Seller to the Point of Delivery; and (ii) Environmental Attributes received by Georgia Power arising after the time such Environmental Attributes are transferred to Georgia Power. Such charges, taxes, assessments and fees will include sales, use, excise or other similar taxes on the sale to Georgia Power and purchase from Seller of Renewable Energy.

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

ARTICLE 12: EVENTS OF DEFAULT; REMEDIES

12.1 Default by Seller. Any one or more of the following events will constitute an Event of Default by Seller and will give Georgia Power the right to exercise the remedies specified in Section 12.3:

12.1.1 Reserved.

12.1.2 Seller fails to provide Georgia Power with Environmental Attributes as required by and in accordance with this Agreement, and Seller fails, within thirty (30) Days after a written demand by Georgia Power, to cure such failure and submit to Georgia Power a remedial plan setting forth measures to prevent a recurrence, which plan is subject to Georgia Power's approval, and thereafter to diligently implement such approved plan;

12.1.3 Seller fails to comply or cause compliance with the Performance Security requirements of Sections 5.1 or 5.5, as applicable, or Seller Guarantor breaches any of its obligations under the Seller Guaranty or if any representation or warranty made by Seller Guarantor in the Seller Guaranty proves to be incorrect in any material respect when made, unless any of the foregoing is cured by the end of the next Business Day following receipt of a written notice from Georgia Power of a failure under this Section 12.1.3.

12.1.4 Subject to the terms and conditions of Sections 2.5 and 16.5, Seller fails to achieve Commercial Operation on or before the RCOD.

12.1.5 For six (6) Months of any twelve (12) Month period there is Undelivered Energy in the Month that equals or exceeds ten percent (10%) of the total Hourly Energy for the Month.

12.1.6 Seller fails to pay Georgia Power any undisputed amount payable by Seller to Georgia Power pursuant to this Agreement for twenty (20) Business Days after the same became due and payable and Seller fails to cure such failure to pay within twenty (20) Business Days after receipt of written demand therefor from Georgia Power.

12.1.7 A court having jurisdiction enters: (i) a decree or order for relief in respect of Seller in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree or order, which was sought by any Person other than Seller, adjudicating Seller bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Seller under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Seller or of any substantial part of its affairs.

12.1.8 Seller: (i) commences a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consents to the entry of a decree or order for relief in respect of Seller in any involuntary case or proceeding

under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (iii) files any petition, answer or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving Seller of any of its obligations; (iv) consents to the filing of any petition for, or to the appointment of or the taking of possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official for Seller or for any substantial part of its property; (v) makes an assignment for the benefit of creditors; (vi) admits in writing its inability to generally pay its debts as they become due; or (vii) takes any action in furtherance of any of the foregoing.

12.1.9 Seller violates any of the requirements of Sections 18.1.1 or 18.1.2, or 18.1.4 through a sale, assignment or transfer of this Agreement or a Change of Control Transaction.

12.1.10 Seller abandons the (i) development or construction of the Facility prior to the Commercial Operation Date, or (ii) reconstruction of the Facility following a Force Majeure Event.

12.1.11 Seller, or any of its Representatives willfully adjusts the Metering System or the Interconnection Facilities without Georgia Power's written consent and which adjustment has the effect of falsely increasing the amounts owed by Georgia Power under this Agreement.

12.1.12 Any representation, warranty, or covenant made by Seller herein, including any of the representations, warranties or covenants set forth in Section 11.1.10,or in any certificate delivered to Georgia Power pursuant hereto proves to be incorrect in any material respect when made, unless Seller promptly commences and diligently pursues action to cause such representation, warranty or covenant to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Seller by Georgia Power (unless such cure is not capable of being effected within such thirty (30) Day period, in which case Seller will have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Georgia Power of such representation, warranty, or covenant having been incorrect; provided, however, that no Event of Default by Seller with respect to Section 11.1.7 will occur pursuant to this Section 12.1.12 if Seller cooperates with Georgia Power during the cure period and Seller takes commercially reasonable actions (without causing a material adverse effect on Georgia Power) necessary to bring about a determination by Georgia Power and its independent auditor that Seller does not constitute a VIE in Georgia Power's or any of its Affiliates' financial statements for which Georgia Power is the Primary Beneficiary as a result of this Agreement; provided, further, if Georgia Power becomes a Primary Beneficiary by no fault of Seller and a cure cannot be effected within the cure period, Georgia Power may terminate this Agreement and Seller will not have any further liability to Georgia Power pursuant to this Agreement.

12.1.13 Seller fails to perform or comply with any other material term or condition of this Agreement, other than those listed in Sections 12.1.1 through 12.1.12, and fails to conform to said term or condition within thirty (30) Days after a written demand by Georgia Power to do so.

12.2 Default by Georgia Power. Any one or more of the following events will constitute an Event of Default by Georgia Power and will give Seller the right to exercise the remedies specified in Section 12.3:

12.2.1 Georgia Power fails to pay Seller any undisputed amount payable by Georgia Power to Seller pursuant to this Agreement for twenty (20) Business Days after the same became due and payable and Georgia Power fails to cure such failure to pay within twenty (20) Business Days after receipt of written demand therefor from Seller.

12.2.2 A court having jurisdiction enters: (i) a decree or order for relief in respect of Georgia Power in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree or order adjudicating Georgia Power bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Georgia Power under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Georgia Power or of any substantial part of its affairs.

12.2.3 Georgia Power: (i) commences a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consents to the entry of a decree or order for relief in respect of Georgia Power in any involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (iii) files any petition, answer or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving Georgia Power of any of its obligations; (iv) consents to the filing of any petition for, or to the appointment of or the taking of possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Georgia Power or for any substantial part of its property; (v) makes an assignment for the benefit of creditors; (vi) admits in writing its inability to generally pay its debts as they become due; or (vii) takes any action in furtherance of any of the foregoing.

12.2.4 Georgia Power violates any of the requirements of Section 18.1.3 through an assignment or transfer of this Agreement.

12.2.5 Any representation, warranty or covenant made by Georgia Power herein or in any certificate delivered to Seller pursuant hereto proves to be incorrect in any material respect when made, unless Georgia Power promptly commences and diligently pursues action to cause such representation, warranty or covenant to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Georgia Power by Seller (unless such cure is not capable of being effected within such

thirty (30) Day period, in which case Georgia Power will have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Seller of such representation, warranty, or covenant having been incorrect.

12.2.6 Georgia Power fails to perform or comply with any other material term or condition of this Agreement, other than those listed in Sections 12.2.1 through 12.2.5, and fails to conform to said term or condition within thirty (30) Days after a written demand by Seller to do so.

12.3 Remedies for Events of Default.

12.3.1 Upon the occurrence of an Event of Default, the non-defaulting Party (the "**Non-Defaulting Party**") will be entitled to terminate this Agreement by giving written notice thereof to the defaulting Party (the "**Defaulting Party**") setting a termination date ("**Early Termination Date**"), and to recover all amounts then owed by the Defaulting Party, Cover Costs owed, and the liquidated damages equal to the amount set forth in Table 12.3 below corresponding to the time during the Term when the Event of Default occurred, and in the case of an Event of Default by Seller, Georgia Power may retain any Additional Security pursuant to Section 2.4.5, as applicable ("**Termination Payment**").

TABLE 12.3

Applicable Dates	Annual Periods
Effective Date to COD	2.5% x total projected revenue during the Term [to be inserted to reflect bid price]
From COD through the Remainder of Term	5% x total projected revenue during the Term [to be inserted to reflect bid price]

12.3.2 If the Event of Default is due to Seller's failure to provide Environmental Attributes or Electrical Products in accordance with the requirements of this Agreement or if the Event of Default is that any representation, warranty or covenant set forth in Section 11.1.10 (Environmental Attributes) is untrue or not satisfied, Georgia Power, with or without terminating this Agreement, may pursue an action for damages equal to the costs and expenses associated with procuring Environmental Attributes or Electrical Products to replace those not so provided or for which such representation, warranty or covenant is untrue or not satisfied or, in Georgia Power's discretion, may withhold any payment to offset and apply against such damages.

12.4 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS

AGREEMENT SATISFY THE ESSENTIAL PURPOSE HEREOF FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGE IS PROVIDED, AND IN SUCH EVENT SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, SUBJECT TO THE PROVISIONS OF SECTION 17.10 RESPECTING INJUNCTIVE RELIEF. THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED (INCLUDING IN SECTION 12.3), AND SUBJECT TO SECTION 17.10 RESPECTING INJUNCTIVE RELIEF, THE OBLIGOR'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, AND EXCEPT FOR THE PAYMENT OF LIQUIDATED DAMAGES TO THE EXTENT SPECIFIED HEREIN, NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION WILL NOT APPLY IN THE CASE OF AMOUNTS OWED TO THIRD PARTIES FOR WHICH INDEMNIFICATION IS PROVIDED UNDER THIS AGREEMENT OR TO LIMIT THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED FURTHER, THAT SUCH LIMITATION WILL NOT LIMIT OR REDUCE THE AMOUNTS OWED BY A DEFAULTING PARTY UNDER SECTION 12.3, IT BEING EXPRESSLY AGREED BY THE PARTIES THAT NO PORTION OF THE TERMINATION PAYMENT WILL BE CONSIDERED AS CONSTITUTING CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES; PROVIDED, FURTHER, THAT IT IS EXPRESSLY AGREED THAT THE LOST VALUE OF ANY INVESTMENT TAX CREDIT, PRODUCTION TAX CREDIT OR ANY OTHER SIMILAR TAX CREDIT OR BENEFIT WILL BE CONSIDERED CONSEQUENTIAL DAMAGES. TO THE EXTENT THE DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES DO NOT CONSTITUTE A PENALTY AND ARE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

12.5 Disclaimer of Warranties. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THE TEXT HEREOF. THE PARTIES HEREBY SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

12.6 Duty to Mitigate. Notwithstanding any other provision of this Agreement, each Party has a duty to mitigate damages and covenants that it will use commercially reasonable

efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

12.7 No Interruption. Except as otherwise provided in this Agreement, unless and until this Agreement has been terminated, neither Party, as a result of any breach or alleged breach by the other Party, will refuse to deliver, or suspend or delay any delivery of, capacity or associated energy to be provided under this Agreement; refuse to take Renewable Energy to the extent required under this Agreement; or suspend, delay or refuse to make, any of the payments required under this Agreement.

12.8 Limitation of Duty to Buy. If this Agreement is terminated by Georgia Power due to an Event of Default by Seller, neither Seller nor any Affiliate or successor of Seller, nor any successor owner or operator of the Facility, will require or seek to require Georgia Power to purchase any output (Renewable Energy or otherwise) from the Facility under any applicable law (including PURPA) or otherwise at a price higher than the energy price for any period that would have been covered by the Term of this Agreement had this Agreement remained in effect. Seller, on behalf of itself and on behalf of any other Person on whose behalf it may act, and on behalf of any successor to Seller or successor owner or operator of the Facility, hereby agrees to the terms and conditions in the above sentence, and hereby waives any right it may have to dispute the above provision.

ARTICLE 13: COMPLIANCE WITH LAWS

13.1 Compliance. Throughout the Term, Seller must (i) be in compliance with all Legal Requirements (including those pertaining to environmental emissions) with respect to the design, construction, ownership, operation and maintenance of the Facility, including all required Consents, and if applicable, the mitigation of environmental impacts, including, all requirements to seek, obtain, maintain, comply with and, as necessary, renew or modify from time to time, any and all applicable certificates, licenses, permits, Governmental Authority approvals, environmental certificates, environmental impact analyses, and if applicable, the mitigation of environmental impacts, and (ii) pay all costs, expenses, charges and fees in connection therewith.

13.2 Approvals. In addition to Section 3.4.6, Seller and Georgia Power each agree to use diligent efforts to apply for promptly and to pursue any required acceptance or approval from Governmental Authorities for the consummation of the transactions contemplated by this Agreement or for the giving of effect to the expiration of this Agreement or any termination of this Agreement. This provision is not intended to subject this Agreement to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this Agreement as of the Effective Date.

13.3 Change of Law. If after the Effective Date a Change of Law occurs that causes a Party to incur additional costs in carrying out its obligations under this Agreement, such Party agrees to pay all costs associated with such Change of Law and acknowledges that the Monthly Renewable Energy Payments made by Georgia Power to Seller pursuant to this Agreement will not be altered as a result of such Change of Law. If, after the Effective Date, a Change of Law occurs that causes a Party to incur a reduction in costs that are projected to decrease such Party's costs in carrying out its obligations under this Agreement, such realized savings will be retained

by such Party and the Monthly Renewable Energy Payments made by Georgia Power to Seller pursuant to this Agreement will not be altered as a result of such Change of Law.

ARTICLE 14: INDEMNIFICATION

14.1 Scope of Indemnity. Each Party (the "**Indemnifying Party**") expressly agrees to indemnify, hold harmless and defend the other Party and its Affiliates, agents, officers, directors, employees, members and permitted assigns (each an "**Indemnified Party**") against all claims, liability, fines, costs or expenses (on an After-Tax Basis) imposed by Governmental Authorities or arising from loss, damage or injury to the person or property of a third party in any manner directly or indirectly related to: (i) Indemnifying Party's act or omission in connection with the performance of, or failure to perform, obligations, under this Agreement; (ii) a representation or warranty of the Indemnifying Party (or its Affiliate) being false or misleading in any material respect when made or when deemed made or repeated; (iii) Indemnifying Party's activities (including prior uses of third parties) on the Indemnifying Party's respective side of the Point of Delivery; or (iv) any negligence or willful misconduct of the Indemnifying Party, except to the extent such loss, damage or injury is the result of the negligence or willful misconduct of the Indemnified Party.

14.2 Notice of Proceedings. An Indemnified Party seeking indemnification under this Agreement must promptly notify the other Party of any claim or proceeding in respect of which it seeks to be indemnified. Such notice must be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim or proceeding. Failure to give such notice will not excuse an indemnification obligation except to the extent failure to provide notice prejudices the Indemnifying Party. The Indemnifying Party will assume the defense thereof with counsel designated by the Indemnifying Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party reasonably concludes that there may be legal defenses available to it that are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party will have the right to select and be represented by separate counsel, at the expense of the Indemnifying Party. If the Indemnifying Party fails to assume the defense of a claim, the indemnification of which is required under this Agreement, the Indemnified Party may, at the expense of the Indemnifying Party, contest, settle, or pay such claim; provided, however, that settlement or full payment of any such claim may be made only with the Indemnifying Party's consent or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

14.3 Survival. For the avoidance of doubt, notwithstanding the termination of this Agreement, the Parties' indemnification obligations under this Article 14 will survive and continue in full force and effect after such termination, by default or otherwise, regardless of whether such obligations accrue prior to or after such termination.

ARTICLE 15: INSURANCE

15.1 Insurance Required of Seller. Throughout the Term, Seller must acquire and maintain, at its sole cost and expense, the types and amounts of insurance coverage as are

consistent with Prudent Industry Practices but in no event less than the types and amounts described in this Article 15.

15.2 Proof of Insurance. Georgia Power, in its sole discretion, may require Seller to deliver to Georgia Power, at any time during the Term, but at least thirty (30) Days after the Effective Date and thereafter annually on the COD anniversary, a certificate of insurance certifying Seller's coverage under insurance policy(ies) issued by a reputable insurance company authorized to do business in the state where the Facility is located.

15.3 General Terms. Upon commencement of operation of the Facility, the required insurance coverage will contain a broad form contractual endorsement specifically covering liabilities arising out of or caused by the operation of the Facility or by Seller's failure to maintain the Facility in satisfactory and safe operating condition. Seller's insurance must be primary for any activity arising out of this Agreement. Insurance or self-insurance maintained by Georgia Power or other additional insureds is in excess of Seller's insurance, contingent and non-contributory. To the extent allowed by applicable law, Georgia Power and its Representatives, as well as each other Person so identified in this Agreement, must be additional insureds under the commercial general liability policy, auto liability policy and, if applicable, excess/umbrella policy. To the extent allowed by applicable law, Seller waives, and must require its insurers to waive, a right of subrogation against Georgia Power and its Representatives for the commercial general liability policy, auto liability policy, umbrella policy, if applicable, and the workers' compensation policy.

15.4 General Liability Insurance. This insurance policy must provide the following coverage, which can be exceeded by Seller and may be met through any combination of primary insurance and following form excess or umbrella insurance so long as the combined limits meet requirements of this Agreement:

15.4.1 Commercial general liability insurance in an "**occurrence**" form with bodily injury and property damage combined liability limits of not less than ten million dollars ($10,000,000.00) per occurrence; provided, however: (i) Seller may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if Seller uses a "claims-made" policy, it must maintain continuous coverage in effect for at least five (5) years beyond termination of this Agreement, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Effective Date of this Agreement.

15.4.2 Specific coverage for broad form contractual liability and a separation of insured provision.

15.5 Additional Insurance. In addition to the requirements above, Seller must acquire and maintain throughout the Term, the following additional types of insurance:

15.5.1 Workers' Compensation. Workers' compensation insurance in accordance with statutory requirements including employer's liability insurance with limits not less than one million ($1,000,000.00) per occurrence and endorsement providing insurance

for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act, where applicable.

15.5.2 Auto Liability. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least two million dollars ($2,000,000.00).

15.5.3 All Risk Property. Replacement cost of the Facility. A deductible may be carried, which will be the absolute responsibility of Seller.

15.6 Notice of Change or Cancellation. The required insurance policies will be endorsed with a provision requiring the insurance company to notify Georgia Power at least thirty (30) Days prior to the effective date of any cancellation, with the exception of a ten (10) Days' notice for nonpayment of premium. If notice of cancellation is only commercially available to Seller's attention, then Seller will forward such thirty (30) Day (or, for non-payment of premium, ten (10) Day) advance notice to Georgia Power immediately upon receipt. Furthermore, Seller agrees to notify Georgia Power at least thirty (30) Days prior to the effective date of any known material change in a required policy.

15.7 Payment of Premiums. Seller will pay all premiums and other charges due on each insurance policy and will keep all coverage in force throughout the Term of this Agreement.

15.8 No Waiver of Liability. The provisions requiring Seller to acquire and maintain insurance under this Agreement will not be construed as a waiver, restriction or limitation of any liability imposed on Seller under this Agreement, whether or not the same is covered by insurance. It is the intent of the Parties, however, that to the extent there is insurance coverage available to cover the legal or contractually assumed liability of Seller, any payments due as a result of such liability will be made first from the proceeds of such policies.

ARTICLE 16: FORCE MAJEURE

16.1 Definition of Force Majeure Event. For purposes of this Agreement, a "**Force Majeure Event**" as to a Party means any occurrence, nonoccurrence or set of circumstances that prevents the Party, in whole or in part, from performing any of its obligations or satisfying any condition under this Agreement and that is beyond the reasonable control of such Party, is not reasonably foreseeable and is not caused by such Party's negligence, lack of due diligence, breach of this Agreement, or failure to follow Prudent Industry Practices.

16.2 Force Majeure Exclusions. The term Force Majeure Event will not include: (i) the inability to meet a Legal Requirement or the change in a Legal Requirement; (ii) a site-specific strike, walkout, lockout or other labor dispute at the Facility; (iii) any inability to obtain or maintain, or delay in obtaining, any Consent; (iv) equipment failure or equipment damage, in the case of the Facility only, unless such failure or damage results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (v) change in market conditions that affects the cost or availability of equipment, materials, supplies or services, unless such cost or availability change results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (vi) failure of Seller's contractors, suppliers or vendors, unless such

failure is caused by an event that would otherwise constitute a Force Majeure Event if experienced directly by Seller; (vii) unavailability, variability, excess or lack of renewable fuel; (viii) Seller's inability to arrange or maintain transmission/distribution service for deliveries to the Point of Delivery, unless such inability to arrange or maintain transmission/distribution service is caused by an event that would otherwise constitute a Force Majeure Event hereunder; (ix) climatic temperature or humidity conditions; (x) failure or inability to obtain or retain sufficient funds for any reason, including funds from a Governmental Authority; (xi) Seller's loss of or inability to obtain or retain ITCs, PTCs or similar credits or incentives with respect to any portion of the Facility; (xii) the interruption, curtailment or unavailability of service for the transmission of energy from the Facility for any reason; (xiii) any directive from the Interconnection Provider to curtail deliveries of Energy from the Facility or disconnect the Facility from the Transmission System; (xiv) in the case of wind turbines, excess wind that causes shutdown of any of the wind turbine generating units of the Facility but that does not materially damage the Facility; or (xv) any event, including a change in any Legal Requirement or accounting standard, that results in requiring Georgia Power to consolidate Seller or any of its Affiliates or permitted assigns as a VIE in Georgia Power's financial statements.

16.3 No Breach or Liability. If a Force Majeure Event occurs, subject to compliance with Section 16.4, the affected Party will be excused from performance of its obligations hereunder, other than payment obligations that accrued prior to the declaration of the Force Majeure Event, and will not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform is due to a Force Majeure Event.

16.4 Mitigation. Following the occurrence of a Force Majeure Event, and as a condition to relief under Section 16.3, the affected Party must:

16.4.1 give the other Party notice thereof, followed by written notice if the first notice is not written, as promptly as possible after such Party becomes aware of such Force Majeure Event, describing the particulars of such Force Majeure Event (and provided that if Seller is the affected Party, Seller provides Georgia Power with information reasonably required to determine the amount of the reduction of the generating capability of the Facility);

16.4.2 remedy its inability to perform as soon as reasonably practicable; provided, however, that this Section 16.4 will not require the settlement of any non-site specific strike, walkout, lockout or other general labor dispute on terms that in the sole judgment of the Party involved in the dispute, are contrary to its interest; and

16.4.3 if applicable and requested when the affected Party is able to resume performance of its obligations under this Agreement, provide the other Party with a written certification from an independent, registered engineer that the Force Majeure Event has been cured.

16.5 Suspension of Performance. The suspension of performance due to a Force Majeure Event under Section 16.3 will be of no greater scope and of no longer duration than is required by such Force Majeure Event. No Force Majeure Event will extend this Agreement beyond the stated Term.

16.6 Extended Force Majeure Event.

16.6.1 If a Party has reason to believe that a Force Majeure Event, which is preventing the affected Party from performing its obligations hereunder, will result in a suspension of such performance for a term of six (6) Months or longer (an "**Extended Force Majeure Event**"), that Party may request that the affected Party submit to the requesting Party a "**Force Majeure Remedy Plan**" within thirty (30) Days of the request. If the Party claiming an excuse under this Section 16.6.1 has reason to believe that a Force Majeure Event is an Extended Force Majeure Event, it will notify the other Party promptly and will submit a Force Majeure Remedy Plan to the other Party within thirty (30) Days thereafter and diligently pursue the performance of such Force Majeure Remedy Plan to completion. The Force Majeure Remedy Plan will set forth a course of repairs, improvements, changes to operations or other actions that should permit the affected Party to perform its obligations under this Agreement as soon as reasonably practicable.

16.6.2 While a Force Majeure Remedy Plan is in effect, the Party prevented from performing its obligations due to the Extended Force Majeure Event will provide Monthly status reports to the other Party, notifying the other Party of the steps taken to remedy the Extended Force Majeure Event and the expected remaining duration of the Party's inability to perform its obligations.

16.6.3 The Party not prevented from performing its obligations due to the Extended Force Majeure Event may at any time terminate this Agreement effective upon ten (10) Days' prior written notice to the affected Party if the affected Party remains unable to perform its obligations hereunder twelve (12) Months following the initial suspension of performance due to the Force Majeure Event. The twelve (12)-Month period need not be continuous if, and only if, each period of suspension of performance comprising the twelve (12)-Month period is the result of a common cause such that, if the cause had been cured following the first suspension of performance, the additional suspensions of performance would not have occurred.

16.6.4 Upon termination of this Agreement as provided in this Section 16.6, the Parties will have no further liability or obligation to each other, except for any obligation arising prior to the date of such termination.

16.7 Effect on Payments. For any period of time when Seller is excused from providing an amount of Hourly Energy due to a Force Majeure Event under Section 16.3, or when Georgia Power is excused from receiving and purchasing an amount of Hourly Energy under Section 16.3, then (i) such Energy ("**Undelivered Force Majeure Energy**") will be included in Deemed Delivered Energy; and (ii) in no circumstance will such Undelivered Force Majeure Energy be included in the determination of Delivered Energy calculations in **Appendix A**.

ARTICLE 17: DISPUTE RESOLUTION

17.1 Dispute Resolution Generally. Either Party ("**Disputing Party**") has the right to give notice to the other Party ("**Responding Party**") that the Responding Party is not performing in accordance with the terms and conditions of this Agreement. Such notice (the "**Notice of Dispute**") will describe with specificity the basis for the Disputing Party's belief and may describe the recommended options to correct the failure. Within ten (10) Business Days after receiving the Notice of Dispute, the Responding Party will provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the "**Dispute Response**").

17.2 Initiation of Dispute Resolution; Arbitration. Within five (5) Business Days after the submission of the Dispute Response, the dispute will be submitted to a designated senior representative of Seller and a designated senior representative of Georgia Power for resolution. If the designated senior Representatives are unable to resolve the dispute to the mutual satisfaction of the Parties within twenty (20) Business Days from the submission to such designated senior Representatives, or such other period as the Parties may agree upon, then either Party may provide written notice to the other Party declaring an impasse (the "**Impasse Notice**") and thereafter any such dispute will be resolved in accordance with this Article 17.

17.3 JAMS. Subject to the limitations of Section 16.4 (Mitigation), and except as provided in Section 17.10 (Injunctive Relief), any and all controversies, disputes or claims arising out of, relating to, in connection with or resulting from this Agreement (or any written amendment hereto), including as to its interpretation, performance, non-performance, validity, breach or termination, and including any claim based on contract, tort, regulation, rule, statute or constitution and any claim raising questions of law, whether arising before or after termination of this Agreement (individually "**Claim**" and collectively "**Claims**") will be resolved under the Federal Arbitration Act by binding arbitration following the JAMS Comprehensive Arbitration Rules and Procedures (the "**Rules**") of Judicial Arbitration and Mediation Services ("**JAMS**") then in effect, including its evidentiary and procedural rules, except as modified herein. It is the Parties' intent that any arbitration, including the selection and qualification of arbitrators, will be conducted in accordance with the Rules, as amended and supplemented, except where specifically modified by this Agreement, and not by the terms of any state arbitration act or other Legal Requirement.

17.4 Initiation of Arbitration; Selection of Arbitrators.

17.4.1 Within ten (10) Business Days after delivering an Impasse Notice, the delivering Party must contact JAMS to commence arbitration and must provide written notice to the other Party in accordance with Section 18.12. Arbitration will be deemed to be commenced when JAMS issues a Commencement Letter in accordance with the Rules. The Party initiating arbitration will nominate one (1) arbitrator at the same time it initiates arbitration. The other Party will nominate one (1) arbitrator within ten (10) Business Days of receiving the Commencement Letter. The two Party-nominated arbitrators will be deemed neutrals and not the representative of the appointing Party. The two (2) arbitrators (the "**Party-Appointed Arbitrators**") will appoint a third arbitrator

(the "**Third Arbitrator**"). All arbitrators will (i) be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of legal, engineering, or business experience in the electric industry; (ii) have no interest, financial or otherwise, in the Parties or this Agreement beyond payment of their fees and expenses for serving on the Arbitration Panel; (iii) have not been previously or currently employed or engaged in any capacity other than as a member of the Arbitration Panel by Parties, or have a personal or professional relationship with a Party, unless such employment, engagement or relationship has been disclosed in writing to all Parties prior to the selection of the Arbitration Panel; (iv) not advise or otherwise communicate ex parte in any way with either Party following appointment to the Arbitration Panel; and (v) treat the details of this Agreement and all Arbitration Panel activity as private and confidential, and not publish or disclose any activity without the prior written consent of both Parties; further, the Third Arbitrator will be independent of the Parties and the Party-Appointed Arbitrators. Each Party will pay the fees and expenses incurred by its Party-Appointed Arbitrator and the fees and expenses of the Third Arbitrator will be divided equally between the Parties.

17.4.2 If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within ten (10) Business Days from initiation of arbitration, then the Third Arbitrator will be selected by JAMS with due regard given to the selection criteria above and input from Seller, Georgia Power and the Party-Appointed Arbitrators. Parties will undertake to request JAMS to complete selection of the Third Arbitrator no later than sixty (60) Days from initiation of arbitration. Costs charged by JAMS for this service will be borne by the Parties equally.

17.4.3 If JAMS should fail to select the Third Arbitrator within sixty (60) Days from initiation of arbitration, then either Party may petition a court of competent jurisdiction in Atlanta, Fulton County, Georgia to select the Third Arbitrator. Due regard will be given to the selection criteria above and input from the Parties and the Party-Appointed Arbitrators.

17.4.4 If prior to the conclusion of the arbitration any member of the Arbitration Panel becomes incapacitated or otherwise unable to serve, then a replacement arbitrator will be appointed in the manner described above and applicable to the original arbitrator being replaced.

17.5 Discovery; Hearing. Discovery and other pre-hearing procedures will be conducted as agreed by the Parties, including at least one corporate representative deposition, or if they cannot agree, as determined by a majority of the Arbitration Panel; provided, however, all pre-hearing discovery will be completed within ninety (90) Days following selection of the Third Arbitrator. Within fifteen (15) Business Days after completion of such pre-hearing discovery, each Party will submit, either individually or jointly, by overnight delivery to the other Party and the Arbitration Panel a separate, precise statement for each issue in dispute, that Party's proposed means of resolving each issue, and the factual or legal support for such proposal (the "**Proposed Resolutions**"). No later than thirty (30) Business Days after all pre-hearing discovery has been completed, a hearing will be conducted at which Seller and Georgia Power will each present

such evidence and witnesses as it may choose. Arbitration will be conducted in accordance with the Rules, as amended and supplemented, except where specifically modified by this Agreement.

17.6 Confidential Proceeding. Each Party will maintain the confidentiality of the arbitration proceedings, except as reasonably necessary to effectively represent itself in the proceeding to enforce the arbitration award or determination, or as otherwise required by law. All discovery materials will remain confidential consistent with Section 18.17 (Confidentiality).

17.7 Arbitration Cost. Each Party will be responsible for its own legal and arbitration expenses incurred in connection with the arbitration proceeding, including attorneys' fees, investigation or discovery (including e-discovery) costs, and expert, consultant or arbitrator fees and expenses.

17.8 Arbitrator Decisions.

17.8.1 The Arbitration Panel will consider the terms and conditions of this Agreement, including all relevant evidence and testimony, and will render its decision within thirty (30) Days following conclusion of the hearing by means of a written reasoned decision; provided, however, the Arbitration Panel is expressly and specifically limited to selecting one (1) of the Proposed Resolutions provided by Seller and Georgia Power for each issue in dispute. The Arbitration Panel will have no authority to award consequential, special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstance, regardless of whether such damages may be available under applicable state law, federal law, the Federal Arbitration Act, or any other applicable law. The Parties hereby waive their right, if any, to recover consequential, special, indirect, treble, exemplary, incidental, or punitive damages with respect to this Agreement.

17.8.2 The written decision rendered by a majority of the Arbitration Panel will be provided to the Parties. Each Party will indicate its acceptance or rejection of the decision by notifying the opposing Party within ten (10) Days after issuance of the decision. If both Parties accept such decision, such decision may be filed in a court of competent jurisdiction and may be enforced by Seller or Georgia Power as a final judgment in such court. If either party rejects the written decision, the rejecting party may pursue any avenue of appeal pursuant to the Federal Arbitration Act; provided, however, that no Party will recover consequential, special, indirect, treble, exemplary, incidental, or punitive damages with respect to this Agreement.

17.9 Location of Arbitration. Any arbitration will take place in Atlanta, Fulton County, Georgia.

17.10 Injunctive Relief. Notwithstanding any other provision of this Article 17, the Parties acknowledge that an award of damages may not afford complete relief or furnish an adequate legal remedy as between them (such as when Seller's Event of Default arises from Seller's actions designed to achieve an economic gain by selling Energy, Environmental Attributes, or Electrical Products to a third party in violation of this Agreement). Accordingly, the Parties agree that a Party will be permitted to seek at any time, in accordance with applicable laws, procedures, and the terms of this Agreement, injunctive relief relating to the performance

of this Agreement from an arbitrator, a Governmental Authority of appropriate jurisdiction, or a court of competent jurisdiction located in Atlanta, Fulton County, Georgia. The Parties expressly agree that this Section 17.10 does not present a question of substantive arbitrability and waive any right to have an arbitrator decide whether preliminary injunctive relief is available in court. In the event of entry of any interlocutory injunctive relief, the Party against whom such relief is entered waives the right to have a bond or security posted pending resolution of the dispute giving rise to the issuance of the injunction.

17.11 Continued Performance. The Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

17.12 Mandatory Arbitration. SUBJECT TO SECTION 17.8.2, EACH PARTY UNDERSTANDS AND AGREES THAT WHEN ARBITRATION IS REQUIRED UNDER THIS ARTICLE 17, ARBITRATION IS MANDATORY AND EACH PARTY WAIVES ANY RIGHT TO SEEK JUDICIAL RELIEF OR FILE COURT PROCEEDINGS TO DETERMINE THE SPECIFIED MATTERS UNDER SECTION 17.3, OTHER THAN THE RIGHT TO SEEK JUDICIAL RELIEF TO COMPEL ARBITRATION, TO CONFIRM AN ARBITRATION AWARD, OR TO SEEK INJUNCTIVE RELIEF PURSUANT TO SECTION 17.8 IN ACCORDANCE WITH THIS AGREEMENT.

ARTICLE 18: MISCELLANEOUS

18.1 Assignment, Transfers and Changes of Control.

18.1.1 Seller may not assign this Agreement or any portion thereof to any Person without the prior written consent of Georgia Power; provided, however, Seller may, without the consent of Georgia Power, assign this Agreement to a financing party for collateral security purposes in connection with any financing or refinancing of the Facility, and in connection therewith, Georgia Power agrees to execute a written consent to such collateral assignment in a form acceptable to Georgia Power should the financing party reasonably request such consent. Any proposed assignee of this Agreement must (i) agree to assume Seller's obligations hereunder, (ii) deliver to Georgia Power such assurances regarding its creditworthiness and its ability to perform all obligations of Seller hereunder, as Georgia Power may reasonably request, and (iii) cooperate with Georgia Power to comply with any Legal Requirement that results from such assignment.

18.1.2 Any assignment of this Agreement made in compliance with Section 18.1.1 will constitute an acceptance and assumption of all obligations by the assignee, a novation of the assignee in place of Seller with respect to such obligations (and any related interests so transferred), and a release and discharge by Georgia Power of Seller from, and an agreement by Georgia Power not to make any claim for payment, liability, or otherwise against Seller with respect to, such obligations from and after the effective date of the assignment.

18.1.3 Georgia Power may not assign this Agreement or any portion thereof to any Person without the prior written consent of Seller; provided, however, Georgia Power

may, without the consent of Seller and with the approval of the GPSC, assign this Agreement to an Affiliate subject to the jurisdiction of a state regulatory commission.

18.1.4 Seller agrees that, without the prior written consent of Georgia Power, there will be no (i) assignment or transfer of any interest in the Facility, (ii) Change of Control Transaction with respect to Seller, or (iii) delegation by Seller of the operational responsibility for the Facility.

18.1.5 At least sixty (60) Days prior to the anticipated close of any Seller transaction for which Georgia Power's consent is required under Sections 18.1.1 or 18.1.4, Seller must give Georgia Power written notice per Section 18.12. Georgia Power and Seller will cooperate to finalize the form of written consent between Seller, Seller's assignee, or lender and Georgia Power, as applicable. Subject to Seller's satisfaction of the provisions of Section 18.1.1 or 18.1.4, as applicable, and this Section 18.1.5, Georgia Power will seek any required Consent from the GPSC after Georgia Power is satisfied that (i) Seller's transaction is final but for such Consent; (ii) a plan for any replacement of Eligible Collateral is satisfactory and sufficient; and (iii) any required accounting determinations have been made by Georgia Power and are favorable.

18.2 Estoppels Related to Financing or Purchasing of Interests. Upon reasonable request to Georgia Power, Georgia Power agrees to execute a written confirmation that, if true, then to the best of Georgia Power's knowledge at the time of the request, but without investigation, Seller is in compliance with, and is not in default of, this Agreement.

18.3 Reimbursement of Georgia Power's Costs. Seller agrees that Seller will pay to Georgia Power the amount of twenty five thousand dollars ($25,000.00) per occurrence for each and any proposed transaction for which Seller requests Georgia Power's consent under Section 18.1.1 or 18.1.4 (e.g., Georgia Power consents that may require GPSC consent). For the avoidance of doubt, if Seller requests Georgia Power's consent under Section 18.1, and Georgia Power undertakes drafting of consent documents or amendments to provide such consent, and Seller thereafter fails to consummate the proposed transaction, Georgia Power reserves the right, in its sole discretion, to require Seller to provide reimbursement to Georgia Power pursuant to this Section 18.3.

18.4 General Requirements. In connection with any transaction for which Georgia Power's consent is required under Section 18.1.1 or 18.1.4 or for which Seller's consent is required under Section 18.1.3, it is a condition of the required consent for such transaction that it will not place any limitation on either Party's rights under this Agreement or expand the liability, risks or obligations imposed on the other Party under this Agreement (including changes in accounting treatment). It will be reasonable for either Party to condition its consent required by this Article 18 on the execution of amendments to this Agreement that are reasonably determined by such Party to be necessary to preserve the value and protection afforded to such Party under this Agreement. It will be a condition of Georgia Power's consent to any transaction under Sections 18.1.1 or 18.1.4 or other disposition with respect to this Agreement or the Facility, that all security required under Sections 5.1 or 5.5, as applicable, will remain in place notwithstanding such disposition, or that replacement security in form, substance and amount in full compliance with this Agreement or otherwise reasonably acceptable to Georgia Power will

have been provided prior to such disposition. Any purported assignment or transfer of an interest in the Facility or this Agreement that is not in compliance with the applicable provisions of Section 18.1 and this Section 18.4 will be null and void, and of no force and effect.

18.5 Taxes.

18.5.1 Seller will be responsible for, and will pay, or cause to be paid, all Taxes on or with respect to: (i) the Facility, including its development, permitting, design, engineering, procurement, construction, testing, startup, ownership, leasing, financing, operation, and maintenance; and (ii) the production and delivery of Renewable Energy to be provided to Georgia Power arising, in the case of Energy, prior to the time of Seller's delivery of such Energy to Georgia Power at the Point of Delivery, or, in the case of Environmental Attributes or Electrical Products, prior to the time such Environmental Attributes or Electrical Products are made available to Georgia Power.

18.5.2 Georgia Power will be responsible for, and will pay or cause to be paid, all Taxes with respect to (i) Energy received by Georgia Power arising after the time such Energy is delivered by Seller to the Point of Delivery; and (ii) Environmental Attributes and Electrical Products received by Georgia Power arising after the time such Environmental Attributes and Electrical Products are made available to Georgia Power.

18.5.3 Each Party will use reasonable efforts to implement and administer the provisions of this Agreement in accordance with the intent of the Parties to minimize Taxes so long as neither Party is materially adversely affected by such efforts.

18.5.4 If Seller is required by law or regulation to remit or pay Taxes that are Georgia Power's responsibility hereunder, Seller may include such Taxes in the next Monthly invoice (on an After-Tax Basis) and Georgia Power will pay in accordance with Article 10. Conversely, if Georgia Power is required by law or regulation to pay Taxes that are Seller's responsibility hereunder, Georgia Power may deduct the amount of any such Taxes from the amounts otherwise due to Seller under this Agreement (on an After-Tax Basis); provided, however, that if Georgia Power does not elect to deduct such amount, Seller will pay such amount to Georgia Power upon request by Georgia Power. Any refund associated with such Taxes will be handled in the same manner.

18.5.5 Notwithstanding anything to the contrary in this Agreement, each Party will bear sole responsibility for the reporting and payment of any taxes on such Party's revenues or income.

18.6 No Partnership. Seller and Georgia Power do not intend for this Agreement to, and this Agreement will not, create any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit. Neither Party will have any right, power, or authority to enter into any agreement or undertaking for, or to act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18.7 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon any respective successors and permitted assigns of either Party.

18.8 No Third Party Benefit. Nothing in this Agreement will be construed to create any duty, obligation or liability of Georgia Power or Seller to any Person not a party to this Agreement.

18.9 No Georgia Power Affiliate Liability. Notwithstanding any other provision of this Agreement, no Affiliate of Georgia Power (including any Affiliate of Georgia Power acting as Georgia Power's agent where Georgia Power's agent is given certain authorities pursuant hereto) will have any liability whatsoever for any performance, nonperformance or delay in performance under this Agreement; provided, however, in the event of an assignment of this Agreement to an Affiliate of Georgia Power pursuant to Section 18.1.3, such assignee will be liable for Georgia Power's obligations arising under this Agreement from and after the date of assignment.

18.10 Time of Essence; No Waiver. Time is of the essence with respect to the performance under this Agreement. Neither Party's failure to enforce any provision of this Agreement will in any way be construed as a waiver of any such provision as to any future violation thereof, nor prevent it from enforcing each and every other provision of this Agreement at such time or at any time thereafter. The waiver by either Party of any right or remedy will not constitute a waiver of its right to assert said right or remedy at any time thereafter, or of any other right or remedy available to it at the time of or any time after such waiver.

18.11 Amendments. This Agreement may be amended only by a written instrument duly executed by both Parties, each of which has received all approvals of Governmental Authorities of competent jurisdiction necessary for the effectiveness thereof.

18.12 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 facsimile or 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:

Georgia Power Company
Attention: _____
241 Ralph McGill Boulevard N.E.
BIN 20023
Atlanta, Georgia 30308
Email: _____

With copies to:

Troutman Sanders LLP
Attention: Judith H. Fuller
600 Peachtree Street NE

Suite 5200
Atlanta, Georgia 30308

and if given to Seller will be addressed to:

_____
Attention:_____
_____
_____
Email: _____

With copies to:

18.13 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.

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

18.15 Governing Law; Forum for Disputes. 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. Subject to the provisions of Article 17 regarding arbitration, 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.

18.16 Submission to Jurisdiction; Waiver of Jury Trial.

18.16.1 OTHER THAN THE SPECIFIC MATTERS TO BE RESOLVED BY ARBITRATION UNDER ARTICLE 17 OF THIS AGREEMENT, ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WILL BE BROUGHT IN THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION, OR THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

18.16.2 EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTING WITH ITS OWN COUNSEL, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL PROVISIONS IN THIS SECTION 18.16.2.

18.17 Confidentiality.

18.17.1 The Parties acknowledge that portions of this Agreement contain Confidential Information and may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that it will not, without the written consent of the other Party or as otherwise provided herein, disclose to any third party (other than to Georgia Power's retail operating Affiliates, or Affiliates of the disclosing Party or consultants and advisors to such Affiliates and the disclosing Party who need to know such information in connection with the performance of their duties or services for such Affiliates or the disclosing Party), such portions of this Agreement, or the terms or provisions hereof, or any additional Confidential Information disclosed pursuant to such Party's performance of this Agreement and identified as Confidential Information at the time of such disclosure, except to the extent that disclosure to a third party is required by Legal Requirements.

18.17.2 The Parties agree to seek confidential treatment of the Confidential Information in this Agreement from the GPSC, but acknowledge that certain terms, conditions and provisions of this Agreement may need to be disclosed in connection with Georgia Power's regulatory obligations before the GPSC. No assurance or commitment is made regarding the ability of Georgia Power to obtain confidential treatment from the GPSC. The Parties agree that if Confidential Information is required to be disclosed pursuant to Legal Requirements, the Disclosing Party will make reasonable efforts to obtain protection from disclosure pursuant to the trade secret provisions applicable to such Governmental Authority or court to ensure that the Confidential Information is protected from public disclosure.

18.17.3 The terms of Section 18.17 will survive the termination or expiration of this Agreement. With respect to any Confidential Information that constitutes a "**trade secret**" under any applicable law, the Parties' obligations under Section 18.17 will apply for the life of such trade secret.

18.18 Press Releases. Any public statement (including any news release, internet/website/social media posting, or other publication) concerning this Agreement or the transactions described herein will be reviewed and agreed upon by the Parties before release to the public.

18.19 Photographs. Upon request, Seller will provide Georgia Power with photographs of the Facility or Site for use by Georgia Power for informational purposes and for promoting awareness of REDI.

18.20 Liability. Neither Party will be responsible for the other Party's performance, non-performance or delay in performance under this Agreement.

18.21 Georgia Power's Agent. Wherever this Agreement requires Seller to provide information, schedules, notice or the like to, or to take direction from, Georgia Power, Seller will provide information, schedules, notice or the like to, or receive from, Georgia Power or such agent of Georgia Power as Georgia Power may direct from time to time pursuant to a written notice given to Seller in accordance with Section 18.12.

18.22 Entire Agreement. This Agreement (including the attached **Appendices A through K**, inclusive) constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties regarding the sale and purchase of Energy, Environmental Attributes, and Electrical Products. The Parties have entered into this Agreement in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representation or information provided by one Party to the other Party not contained or incorporated herein.

18.23 Transfer of Information Acknowledgement. Seller agrees to execute contemporaneously with the execution of this Agreement, the Transfer of Information Acknowledgement attached as **Appendix I**, and Georgia Power agrees to the limited use and confidential treatment of such information as set forth in **Appendix I**.

18.24 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

[The next page is the signature page.]

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

SELLER:

"Seller"

By: _____

Name: _____

Title: _____

Date: _____

GEORGIA POWER COMPANY

"Georgia Power"

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

MONTHLY ENERGY PAYMENT CALCULATION

For each Month of any Annual Period, the Monthly Renewable Energy Payment will equal the sum of the Hourly Energy Charges ("**HEC**") for all Hours of the Month. The HEC will be determined for each Hour as follows:

HEC = (Delivered Energy + Excess Load Balancing Curtailed Energy) * Energy Price

Where:

Delivered Energy	=	means, for any Hour, the amount of Energy (expressed in MWh) that is delivered by Seller to Georgia Power at the Point of Delivery. Delivered Energy will not include any Deemed Delivered Energy. Delivered Energy for any Hour will not exceed the Hourly Energy for such Hour.
Excess Load Balancing Curtailed Energy	=	for any Hour, any Excess Load Balancing Curtailed Energy during the Hour determined pursuant to Section 8.2.1. The methodology for the estimate of Excess Load Balancing Curtailed Energy will be determined by the PPA Operating Committee. If the Parties fail to agree on the amount of Excess Load Balancing Curtailed Energy, the Parties agree to resolve the matter pursuant to the provisions of Article 17.
Energy Price	=	the energy price (in $/MWh) for the applicable year, as set forth in Table A below.

TABLE A PRICING

Annual Period	Applicable Price (in $ per MWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

APPENDIX B

FORM OF STANDBY LETTER OF CREDIT

[Bank Letterhead]

Date of issuance: _____, 20__

Irrevocable Standby Letter of Credit No.:_____

"Issuer": _____
Address: _____

"Beneficiary": _____
Address: _____

"Account Party": _____
Address: _____

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

"Total Amount": _____United States Dollars (U.S. $_____)

We, the Issuer, hereby establish in your favor, for the account of the Account Party, our irrevocable standby letter of credit (this "**Standby Letter of Credit**"), in the aggregate amount not exceeding the Total Amount, in support of liabilities and obligations of the Account Party to you.

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

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

Delivery of demands and certificates will be made on any day that is a business day for

us at or prior to 5:00 p.m. (Atlanta Time) at our office located at _____, or at any other office in the United States of America that is designated by us in a written notice delivered to you. If such demand and such certificate are received at any such office on or prior to the Expiry Date, we hereby agree with you that we will duly honor the same within three (3) business days of such presentation. Notwithstanding the foregoing, you may demand payment under this Standby Letter of Credit by facsimile or electronic transmission when promptly confirmed by written demand; however, actual disbursement of funds pursuant to a demand presented by facsimile or electronic transmission may not occur until we are presented with the original Standby Letter of Credit.

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

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

Funds available for drawing under this Standby Letter of Credit may not directly or indirectly constitute funds or collateral deposited with the Beneficiary, or for the Issuer's account by the Account Party, or pledged with or for the Issuer's account by the Account Party.

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

We will not modify, revoke or terminate this Standby Letter of Credit without your written consent. This Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking may not be modified, annulled or amplified by reference to any other document, instrument or agreement referred to herein or in which the Standby Letter of Credit is referred or to which the Standby Letter of Credit relates, and any such reference may not be deemed to incorporate herein by reference any document, instrument or agreement.

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

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

[ISSUING BANK]

By:_____
Authorized Signature

ANNEX 1

FORM OF SIGHT DRAFT

[Insert Place], [Insert Date]

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

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

At Sight

Pay to the Order of [Name of Beneficiary]

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

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

[BENEFICIARY]

By:_____

Title:_____

ANNEX 2

FORM OF CERTIFICATE

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

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

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

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

or

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

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

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

[BENEFICIARY]

By:_____

Title:_____

ANNEX 3

FORM OF INSTRUCTION TO ASSIGN IN ENTIRETY

_____, 20__

_____

Re: Irrevocable Standby Letter of Credit No.

Gentlemen:

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

(Name of Assignee)

(Address)

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

By this assignment, all rights of the undersigned beneficiary in such Standby Letter of Credit are transferred to the assignee and the assignee will hereafter have the sole rights as beneficiary thereof. The Account Party will be responsible for all fees and expenses related to the assignment.

The Account Party will be responsible for all fees and expenses related to this assignment.

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

Very truly yours

[Beneficiary]

By:_____

Title:_____

APPENDIX C

FORM OF GUARANTY

THIS GUARANTY AGREEMENT (the "**Guaranty**"), dated and effective as of _____, 20__, is made and entered into by _____ (the "**Guarantor**") in favor of the _____ (the "**Beneficiary**").

WHEREAS Beneficiary and _____ (the "**Company**"), [a subsidiary of the Guarantor], have entered into that certain [Insert Name of Agreement] dated as of _____, 20__ (as amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**");

WHEREAS, the Beneficiary has required, as an inducement to its entry into the Agreement, that Guarantor deliver to the Beneficiary this Guaranty or other Eligible Collateral as and when required under the Agreement;

WHEREAS, the Guarantor qualifies as a Seller Guarantor under the Agreement and this Guaranty qualifies as Eligible Collateral under the Agreement; and

WHEREAS, the Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the Agreement.

NOW, THEREFORE, to induce the Beneficiary to enter into the Agreement and perform its obligations thereunder, and for and in consideration of the foregoing premises, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

ARTICLE 1 - DEFINITIONS

1.1 *Definitions*. Unless otherwise defined in this Guaranty, capitalized terms have the meanings specified or referred to in the Agreement.

ARTICLE 2 - GUARANTY

2.1 *Guaranty*. Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiary and its successors and assigns, the prompt and full payment and performance of any and all obligations of the Company to the Beneficiary when due, whether by acceleration or otherwise, with such interest as may accrue thereon, under the Agreement or under any other documents or instruments now or hereafter evidencing, securing or otherwise relating to the Agreement (the "**Guaranteed Obligations**"); provided, however, that Guarantor's liability under this Guaranty will in no event exceed the aggregate amount of Eligible Collateral required to be provided by Seller from time to time pursuant to Section 5.1 or Section 5.5 of the Agreement, as the case may be. Guarantor will immediately pay for or perform or cause the performance of any obligation of Company upon demand by the Beneficiary.

2.2 *Guaranty Absolute*. (a) The Guarantor absolutely guarantees that the Guaranteed Obligations will be paid and performed strictly in accordance with the terms of the Agreement, regardless of any law or regulation now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Beneficiary with respect thereto. This Guaranty constitutes a guarantee of payment and performance and not of collection. The obligations of the Guarantor hereunder are several from the Company or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. The liability of Guarantor under this Guaranty will be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Company or any other person, nor against securities or liens available to the Beneficiary, its successors or assigns. The liability of the Guarantor under this Guaranty will be irrevocable, absolute and unconditional irrespective of, and the Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of:

(i) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment, modification or waiver of, or any consent to departure from, the terms of such Guaranteed Obligations, or any compromise, settlement, release or termination of any of the Guaranteed Obligations;

(ii) any change, restructuring or termination of the corporate structure or existence of the Company or any of its subsidiaries, including, without limitation, any disposal by the Guarantor of all or any part of its interest in the Company, or otherwise alter its investment in the Company in any manner;

(iii) any lack of validity or enforceability, in whole or in part, of the Guaranteed Obligations, the Agreement or any agreement or instrument relating thereto;

(iv) any failure of the Beneficiary to disclose to either the Company or the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of either the Company or any of its subsidiaries now or hereafter known to the Beneficiary (the Guarantor waiving any duty on the part of the Beneficiary to disclose such information);

(v) any failure, omission, delay or lack on the part of Beneficiary to enforce, ascertain or exercise any right, power or remedy under or pursuant to the terms of the Agreement, the Guaranteed Obligations or this Guaranty;

(vi) any failure of the Beneficiary to commence an action against Company, including without limitation as contemplated by the provisions of O.C.G.A. Section 10-7-24, as amended;

(vii) any lack of due diligence by the Beneficiary in the collection or protection of or realization upon any collateral securing the Guaranteed Obligations;

(viii) the bankruptcy, insolvency, winding up, dissolution, liquidation, administration, reorganization or other similar or dissimilar failure or financial disability of the Guarantor or the Company or any legal limitation, disability, incapacity, or other circumstance relating to the Guarantor or the Company;

(ix) the addition, substitution or partial or entire release of any guarantor, maker or other party (including the Company) primarily or secondarily liable or responsible for the payment, performance and observance of the Guaranteed Obligations or by any extension, waiver, amendment or thing that may release or discharge (in whole or in part) a guarantor, maker or third party (other than as a result of the indefeasible payment and performance of the Guaranteed Obligations in full);

(x) the taking, variation, renewal, addition, substitution, subordination, or partial or entire release of any security or other credit support for the Guaranteed Obligations, or the enforcement or neglect to perfect or enforce any such security or support; or

(xi) except as provided in Section 2.3(c), any other circumstance whatsoever (including, without limitation, any statute of limitations) or any act of the Beneficiary or any existence of or reliance on any representation by the Beneficiary that might otherwise constitute a legal or equitable defense available to, or a discharge of, the Guarantor.

This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations should for any reason subsequently be asserted, or declared, to be void or voidable or is unwound in any way under any state or federal law, including without limitation any provision of the Bankruptcy Code related to fraudulent conveyance or preference (each a "**Voidable Transfer**"), and Beneficiary or any other person is not required to repay or restore, in whole or in part, any such Voidable Transfer, or Beneficiary or any other person elects to do so, all as though such payment had not been made.

(b) No action that the Beneficiary takes or fails to take in connection with the Guaranteed Obligations, or any security for the payment or performance of any of the Guaranteed Obligations, nor any course of dealing with Company or any other person, will release Guarantor's obligations hereunder, affect this Guaranty in any way, or afford Guarantor any recourse against the Beneficiary.

(c) In the case of an Event of Default under the Agreement or with regard to any of the Guaranteed Obligations, Guarantor hereby consents and agrees that the Beneficiary will have the right to enforce its rights, powers, and remedies thereunder or hereunder or under any other instrument now or hereafter evidencing, securing, or otherwise relating to the Guaranteed Obligations, and apply any payments or credits received by the Company or Guarantor or realized from any security, in any manner and in any order as the Beneficiary, in its sole discretion, sees fit, and all rights, powers, and remedies available to the Beneficiary in such event will be nonexclusive and cumulative of all other rights, powers, and remedies provided

thereunder or hereunder or by law or in equity. If the Guaranteed Obligations are partially paid by reason of the election of the Beneficiary, its successors or assigns, to pursue any of the remedies available to the Beneficiary, or if such indebtedness is otherwise partially paid, this Guaranty will nevertheless remain in full force and effect, and Guarantor will remain liable for the entire balance of the Guaranteed Obligations even though any rights that Guarantor may have against the Company may be destroyed or diminished by the exercise of any such remedy.

2.3 *Waivers and Acknowledgments*.

(a) Guarantor hereby waives promptness, diligence, presentment, demand of payment, acceptance, notice of acceptance, protest, notice of dishonor and any other notices with respect to any of the Guaranteed Obligations and this Guaranty.

(b) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future. The provisions of this Guaranty will extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the Agreement.

(c) The Guarantor hereby waives and relinquishes all rights and remedies accorded by application of law to sureties or guarantors and agrees not to assert or take advantage of any such rights or remedies, including without limitation:

(i) Any right to require the Beneficiary to proceed against the Company or any other person or to proceed against or exhaust any security held by the Beneficiary at any time or to pursue any other remedy in the Beneficiary's power before proceeding against the Guarantor;

(ii) Any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or the failure of the Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person; or

(iii) Any defense arising because of the exercise of any right or remedy available to, or election made by, the Beneficiary pursuant to the Federal Bankruptcy Code, whether as an unsecured or undersecured creditor, seeking adequate protection or otherwise.

(d) The Guarantor hereby unconditionally and irrevocably waives any defense based on any right of set-off or counterclaim against or in respect of the obligations of the Guarantor hereunder.

(e) The Guarantor waives any and all defenses, claims and discharges of Company, or any other obligor pertaining to the Guaranteed Obligations. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Beneficiary or any other person any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which

may be available to the Company or any other person liable in respect of any indebtedness, or any setoff available against the Beneficiary to the Company or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees to waive reliance on any anti-deficiency statute(s). If a foreclosure proceeding is commenced, the Guarantor expressly agrees that he will be and remain unconditionally liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing indebtedness, whether or not the liability of the Company or any other person for such deficiency is discharged pursuant to statute or judicial decision.

2.4 *Subrogation*. Notwithstanding any payment or payments or performance made by the Guarantor hereunder, the Guarantor hereby irrevocably waives any and all rights of subrogation to the rights of the Beneficiary against the Company and any and all rights of reimbursement, assignment, indemnification or implied contract or any similar rights (including without limitation any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509) against the Company or against any other guarantor of all or any part of the Guaranteed Obligations until such time as the Guaranteed Obligations have been indefeasibly paid or performed in full. If, notwithstanding the foregoing, any amount will be paid to the Guarantor on account of such subrogation or similar rights at any time when all of the Guaranteed Obligations will not have been indefeasibly paid in full, such amount will be held by the Guarantor in trust for the Beneficiary and will be turned over to the Beneficiary in the exact form received by the Guarantor, to be applied against the Guaranteed Obligations in such order as the Beneficiary may determine in its sole discretion.

2.5 *Contribution, Indemnification, Reimbursement*. The Guarantor hereby irrevocably and absolutely waives all right of contribution, indemnification, reimbursement or similar rights against the Company with respect to the Guaranty, whether such rights arise under an express or implied contract or by operation of law, it being the intention of the Guarantor and the Company that the Guarantor will not be deemed to be a "**creditor**" (as defined in Section 101 of the U.S. Bankruptcy Code or any other applicable law) of the Company by reason of the existence of this Guaranty if the Company becomes a debtor in any proceeding under the U.S. Bankruptcy Code or any other applicable law.

2.6 *Agreement regarding Bankruptcy of Company*. So long as any Guaranteed Obligations are owed to the Beneficiary, the Guarantor may not, without the prior written consent of the Beneficiary, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against the Company.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants as follows:

3.1 *Organization*. The Guarantor is a [_____] duly organized, validly existing and in good standing under the laws of the state of [_____].

3.2 *Authorization; No Conflict*. The execution and delivery by the Guarantor of this Guaranty, and the performance by the Guarantor of its obligations hereunder (i) are within the Guarantor's [_____] powers, (ii) have been duly authorized by all necessary [_____] action,

(iii) do not contravene its [_____] or any law or regulation applicable to or binding on the Guarantor or any of its properties and (iv) do not require the consent or approval of any person that has not already been obtained or the satisfaction or waiver of any conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

3.3 *Enforceability*. This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, dissolution, reorganization, moratorium, liquidation or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

3.4 *No Bankruptcy Proceedings*. There are no bankruptcy proceedings pending or being contemplated by Guarantor or, to its knowledge, threatened against it.

3.5 *No Legal Proceedings*. There are no legal proceedings that would be reasonably likely to materially adversely affect Guarantor's ability to perform this Guaranty.

ARTICLE 4 - MISCELLANEOUS

4.1 *Continuing Guaranty; Assignment*. This Guaranty is a continuing guaranty and will (i) remain in full force and effect until all of the Guaranty Obligations have been satisfied, (ii) consistent with the terms hereof, apply to all Guaranteed Obligations whenever arising, (iii) be binding upon the Guarantor, its successors and assigns, and (iv) inure to the benefit of, and be enforceable by, the Beneficiary and its permitted assignees hereunder. The Guarantor may not assign or delegate its rights or obligations under this Guaranty without (x) the prior written consent of the Beneficiary, which consent may be withheld in the Beneficiary's sole discretion, and (y) a written assignment and assumption agreement in form and substance reasonably acceptable to the Beneficiary. Without prejudice to the survival of any of the other agreements of the Guarantor under this Guaranty, the agreements and obligations of the Guarantor contained in Section 4.4 (with respect to enforcement expenses) and the last sentence of Section 2.2(a) will survive the payment in full of the Guaranteed Obligations and all of the other amounts payable under this Guaranty.

4.2 *Notices*. All notices, requests, demands and other communications that are required or may be given under this Guaranty will be in writing and will be deemed to have been duly given when actually received if (a) personally delivered; (b) transmitted by facsimile, electronic or digital transmission method; or (c) if sent by certified or registered mail, return receipt requested. In each case notice will be sent:

(i) if to the Beneficiary:

[Company, address, c/o person]

(ii) if to the Guarantor:

[Company, address, c/o person]

or to such other place and with such other copies as the Beneficiary or the Guarantor may designate as to itself by written notice to the other pursuant to this Section 4.2. Delivery by facsimile of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty will be effective as delivery of an original executed counterpart thereof.

4.3 *Delay and Waiver*. No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

4.4 *Expenses*. The Guarantor agrees to pay or reimburse the Beneficiary and any permitted assignees of the Beneficiary on demand for its reasonable costs, charges and expenses (including reasonable fees and expenses of counsel) incurred in connection with the enforcement of this Guaranty or occasioned by any breach by the Guarantor of any of its obligations under this Guaranty, including without limitation any actions taken in any bankruptcy or insolvency proceedings, should Guarantor be required to pay under this Guaranty.

4.5 *Entire Agreement; Amendments; Other Guarantees*. This Guaranty and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Guaranty and any such agreement, document or instrument, the terms, conditions and provisions of this Guaranty will prevail. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary and any permitted assignees of the Beneficiary. Without limiting the foregoing: (i) this Guaranty will not release, modify, revoke or terminate any other guaranty heretofore, now or hereafter executed by the Guarantor; nor will any other guaranty heretofore, now or hereafter executed by the Guarantor release, modify, revoke or terminate this Guaranty, and (ii) all of the Guarantor's liabilities and obligations and the Beneficiary's rights and remedies under this Guaranty are in addition to and cumulative with those under any other guaranty executed by the Guarantor in favor of the Beneficiary or any affiliate of the Beneficiary on or about the date hereof or at any other time.

4.6 *Headings*. The headings of the various Sections of this Guaranty are for convenience of reference only and will not modify, define or limit any of the terms or provisions hereof.

4.7 *Governing Law; Consent to Jurisdiction*. (a) This Guaranty will be construed and interpreted, and the rights of the parties determined, in accordance with the law of the state of [Georgia], without giving effect to principles of conflicts of law that would require the application of the laws of another jurisdiction.

(b) Each party hereto irrevocably and unconditionally (i) agrees that the exclusive jurisdiction for any suit, action or other legal proceeding arising out of this Guaranty will be brought in the United States District Court for the Northern District of Georgia or in any Georgia State court of general jurisdiction in Fulton County, Atlanta, Georgia; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection that such party may have to the laying of venue of any such suit, action or proceeding in any such court.

(c) THE GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO, THIS GUARANTY, OR THE ACTIONS OF THE BENEFICIARY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

4.8 *Severability*. Any provision of this Guaranty that is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered under seal by its duly authorized representative as of the day and year first above written.

[Corporate Seal]

Attest: _____
Name:
Title:

[Company]

By: _____
Name:
Title:

APPENDIX D

CERTIFICATION OF WHETHER THE AGREEMENT WILL REQUIRE DECONSOLIDATION BY SELLER WITH RESPECT TO VARIABLE INTEREST ENTITY

AGREEMENT – Agreement for the Purchase of Energy, Environmental Attributes and Electrical Products from a Renewable Resource dated _____ ___, 20__ between Georgia Power Company ("**Georgia Power**"), and _____ ("**Seller**") (the "**Agreement**"). Capitalized terms used herein will have the meaning assigned in the Agreement.

The undersigned individual, being the Chief Financial Officer of Seller[1] and having responsibilities for financial accounting matters associated with the Agreement, hereby certifies that the Agreement WILL (_____)/WILL NOT (_____) require Seller, based on U.S. Generally Accepting Accounting Principles in effect as of the date of this certificate, to deconsolidate on its books and records any assets, liabilities, cash flow, profits or losses of Seller as a result of the Georgia Power being determined to be the Primary Beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration after necessary discussions with relevant officers of Accounting Standards Codification ("**ASC**") Topic 810, Consolidation, and the following factual matters:

1) Seller's accounting policies, procedures, and internal controls are sufficient to provide Georgia Power with an appropriate basis for confirming the information contained herein.

   _____Yes
   _____No (please explain)

   *Explain:*_____
   _____
   _____
   _____

2) Seller qualifies for one of the scope exceptions listed in paragraphs 810-10-15-12 and 810-10-15-17 of ASC Topic 810. Please explain.

   _____Yes
   _____No

   *Explain:*_____
   _____

[1] If Seller's business structure does not designate an officer with this or a similar title, Seller must provide written documentation affirming the authority of the individual who attests to this certification.

_____
_____

3) Seller is financed with equity equal to or greater than ten percent (10%) of Seller's total assets per paragraphs 810-10-25-45 to 47 of ASC Topic 810.

_____ Yes
_____No

4) The Agreement revenues correlate with fluctuations in Seller's operating cash flows (operating expenses). Please explain.

_____ Yes
_____No

*Explain:*_____
_____
_____
_____

5) The Agreement reduces variability in the fair value of Seller's assets, for example by absorbing fuel or electricity price risk. Please explain.

_____ Yes
_____ No

*Explain:*_____
_____
_____
_____

6) The Agreement Term is for greater than 50% of the remaining economic life of the unit.

_____ Yes
_____No

7) The Agreement is for substantially all of the proposed Facility's productive output.

_____Yes
_____ No

8) Georgia Power and/or its affiliates participated significantly in the design or redesign of the Facility.

_____Yes
_____ No

9) The percentage that the Facility's fair value represents, of the fair value of the proposed Seller's total assets, is approximately;

_____%

10) The Facility is essentially the only source of payment for specified liabilities or specified other interest (there is specific debt associated with the Facility).

_____Yes
_____ No

Confirmation

The above information (and any attachment) agrees with Seller's records as of the date hereof.

By: _____

Title: _____

Company: _____

Date: _____

APPENDIX E

CERTIFICATION AS TO CERTAIN FACTUAL STATEMENTS RELATED TO THE PROPOSED TRANSACTION WITH RESPECT TO CAPITAL LEASE TREATMENT

*(The requirements herein are also applied to any proposal that qualifies as a finance lease under new lease accounting guidance, Accounting Standard Codification ("**ASC**") Topic 842, Leases, which is effective January 1, 2019, and replaces the term "**capital lease**" under ASC Topic 840, Leases with the term "**finance lease**".)*

AGREEMENT – Agreement for the Purchase of Energy, Environmental Attributes and Electrical Products from a Renewable Resource dated _____ ___, 20__ between Georgia Power Company ("**Georgia Power**") and _____ ("**Seller**") (the "**Agreement**"). Capitalized terms used herein will have the meaning assigned in the Agreement.

The undersigned individual, being the Chief Financial Officer[2] of _____ and **[having responsibilities/based on information I have received from individuals responsible]** for financial accounting matters arising from this Agreement, based on my personal consideration after necessary discussions with relevant officers of factual matters hereby certifies the following based on my understanding of ASC Topic 840, Leases and ASC Topic 842, Leases.

1. The Agreement DOES (_____)/DOES NOT (_____) contain a purchase option that is reasonably certain to be exercised as described in paragraph 840-10-25-1(b) of ASC Topic 840 and paragraph 842-10-25-2(b) of ASC Topic 842.

2. The Agreement DOES (_____)/DOES NOT (_____) transfer ownership of the Facility at or by the end of the Agreement Term.

3. The Agreement Term IS (_____)/IS NOT (_____) equal to the major part or 75% or more of the estimated remaining economic life of the Facility offered as described in paragraph 840-10-25-1(c) of ASC Topic 840 and paragraph 840-10-25-2(c) of ASC Topic 842.

4. The present value of the minimum Agreement payments at the beginning of the Agreement Term (excluding executory costs) IS (_____)/IS NOT (_____) greater than or equal to substantially all or ninety percent (90%) of the fair value of the Facility offered as described in paragraph 840-10-25-1(d) of ASC Topic 840 and paragraph 842-10-25-2(d) of ASC Topic 842.

5. The Facility IS (_____)/IS NOT(_____) of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the Agreement Term as described in paragraph 842-10-25-2(e) of ASC Topic 842.

[2] If Seller's business structure does not designate an officer with this or a similar title, Seller must provide written documentation affirming the authority of the individual who attests to this certification.

If I have responded in the affirmative to one or more of the above factual statements, I have attached a good faith statement of the dollar amounts that the Company would be required to capitalize and the residual value of the Facility at the end of the Term.

Confirmation

The above information (and any attachment) agrees with Seller's records as of the date hereof.

By: _____

Title: _____

Company: _____

Date: _____

APPENDIX F

FACILITY DESCRIPTION AND SITE

The Facility Description and Site will be defined as:

Site:

The land and rights-of-way of the ____ MW Facility known as _____ located at _____. The GPS Coordinate Location is _____ latitude and _____ longitude.

Facility includes the following:
(For examples, for solar facilities: Panel Type, Tracking or Fixed, and Panel Tilt)

[NOTE: If Seller has elected to receive annual pricing that escalates at a compound average of three percent (3%) or more, in all Annual Periods, this Appendix G will be RESERVED.]

APPENDIX G

ACCOUNT BALANCE

For each Annual Period the Account Balance amount and the Front Load Security Letter of Credit amount will be as follows:

Annual Adjustment Period	Account Balance Amount $ per kW
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

APPENDIX H

HOURLY DELIVERY CONTRACT AMOUNT

Seller to provide Hourly Delivery Contract Amount pursuant to its REDI bid. Seller is limited to providing a 12x1 or 12x24 schedule that should include expected degradation, as applicable. Examples of such schedules are shown below.

Month	Hourly Energy for Each Hour (in MW)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												

APPENDIX I

TRANSFER OF INFORMATION ACKNOWLEDGEMENT

_____("**Seller**") and Georgia Power Company ("**Georgia Power**") have entered into that certain Agreement for the Purchase of Energy, Environmental Attributes, and Electrical Products From a Renewable Resource Between _____ and Georgia Power Company ("**Agreement**") dated as of _____, 2017. The Agreement contemplates that certain information that could be considered to be non-public information that potentially has implications under the Federal Energy Regulatory Commission's Standards of Conduct will be provided by Seller to Georgia Power and/or Southern Company Services, Inc. as agent for the transmission owning subsidiaries of Southern Company (Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company). Seller acknowledges that such information is being provided for the purposes of operational implementation and administration of the Agreement (which includes conducting Georgia Power Company's system operations and dispatch functions) and will be utilized by individuals in both Transmission and energy affiliate/wholesale marketing unit functions under the Standards of Conduct.

The individuals within the Southern Company organizations indicated above may only use the information for the purpose of implementing and administering the Agreement (including conducting Georgia Power's system operations and dispatch functions). Seller understands that such information will not be used or disseminated in any manner contrary to the confidentiality provision(s) in the Agreement or in violation of the Federal Energy Regulatory Commission's Standards of Conduct. Seller's provision of this information has not been and is not being provided in exchange for any preferential treatment, either operational or rate-related, by Southern Company Services, Inc. or by any of the transmission-owning subsidiaries of Southern Company. Seller also acknowledges that Seller is not providing the information under duress or coercion. In accordance with requirements of the Federal Energy Regulatory Commission, Southern Company Services, Inc. may post on OASIS the fact of Seller's consent to the provision of the information specified above to certain employees that may be employed within organizational units deemed to be energy affiliates/wholesale marketing units under the Standards of Conduct.

Acknowledged on behalf of Seller:

By: _____

Name: _____

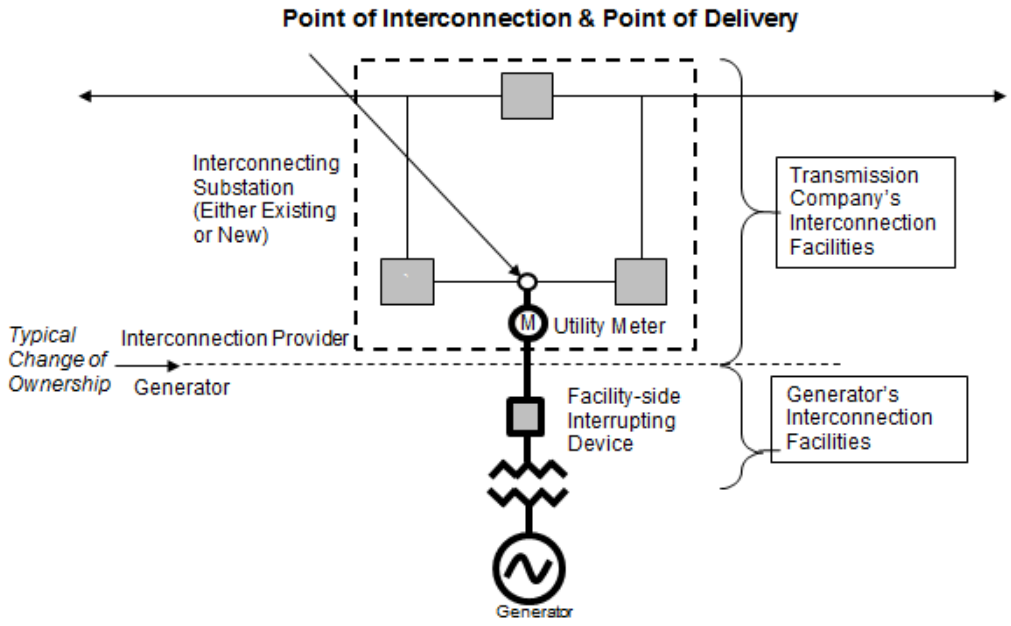
Title: _____

Date: _____

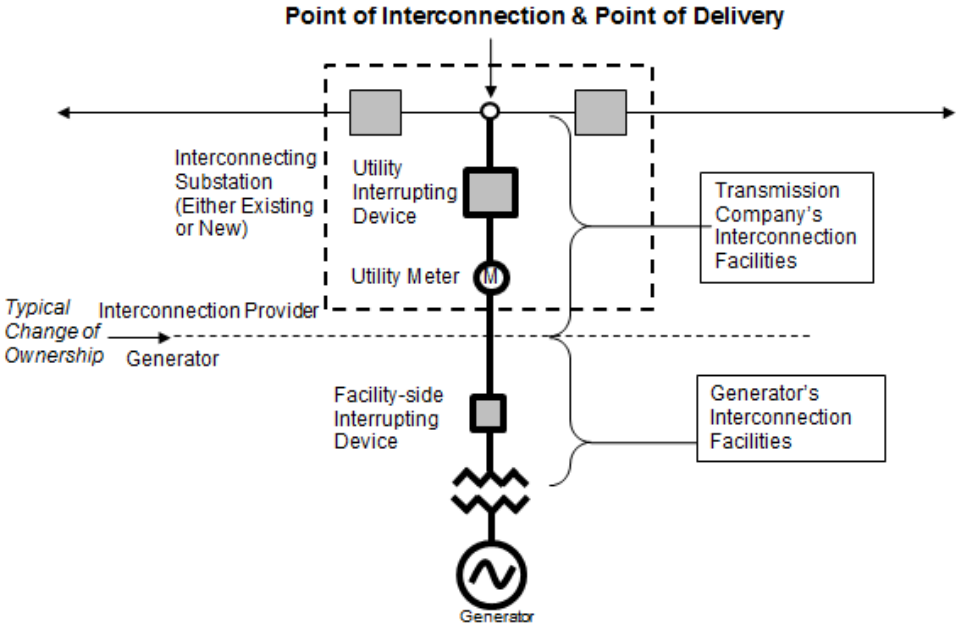
APPENDIX J

FACILITY ONE-LINE DIAGRAM

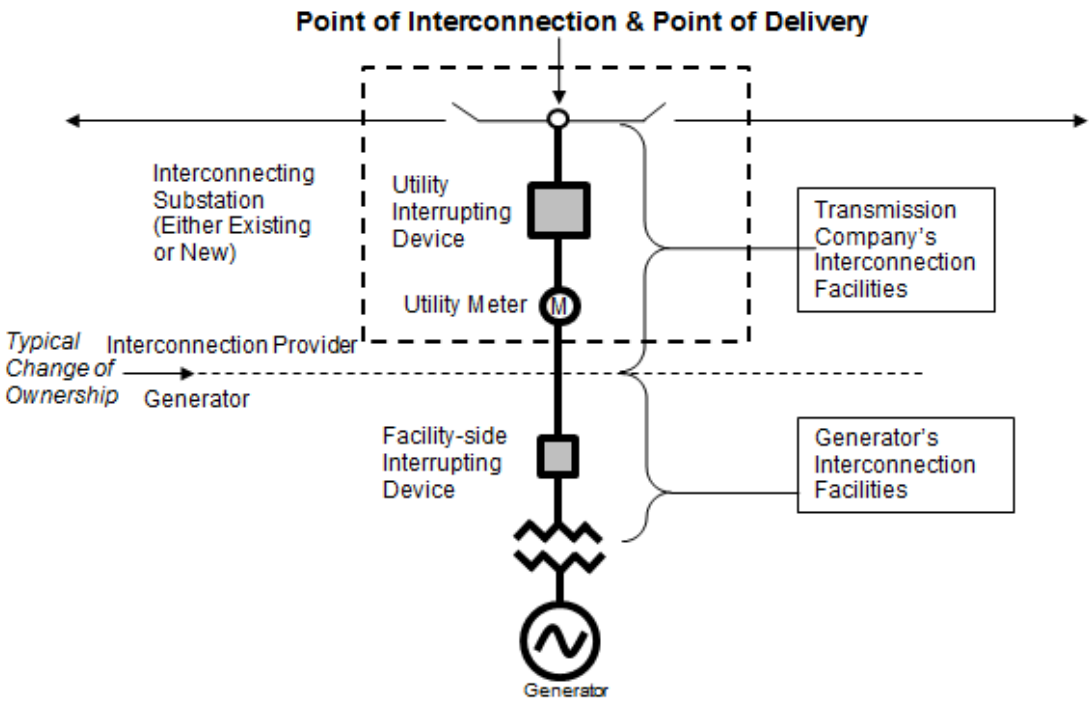
Generic 115 or Higher kV Ring Bus Interconnection



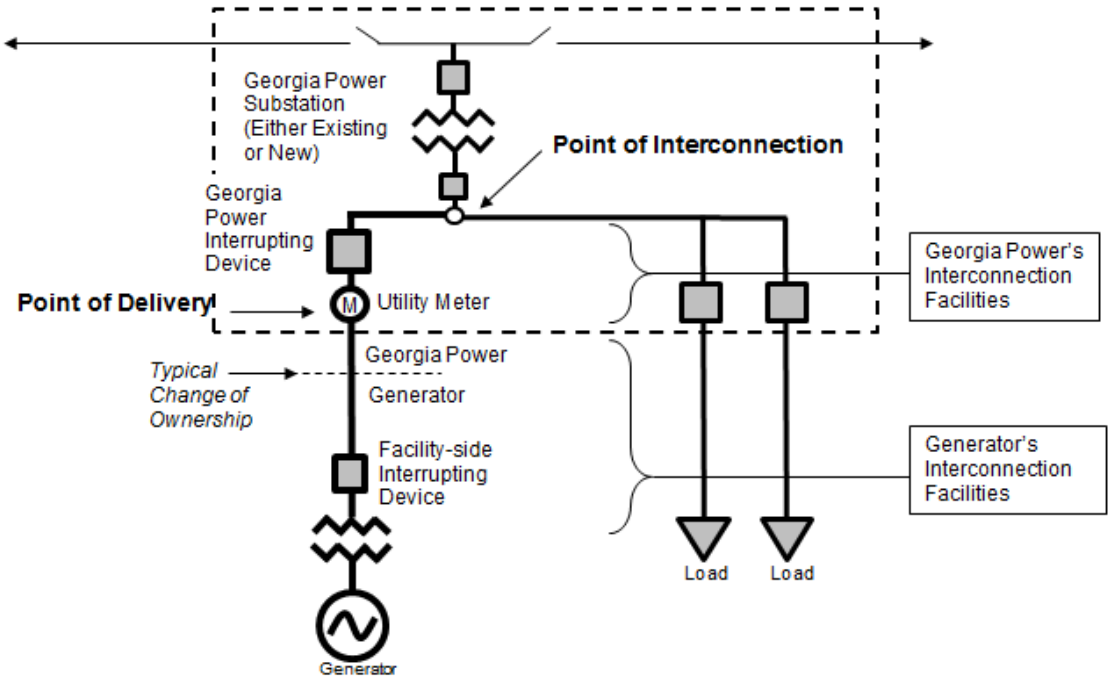
Generic Transmission Straight Bus Interconnection



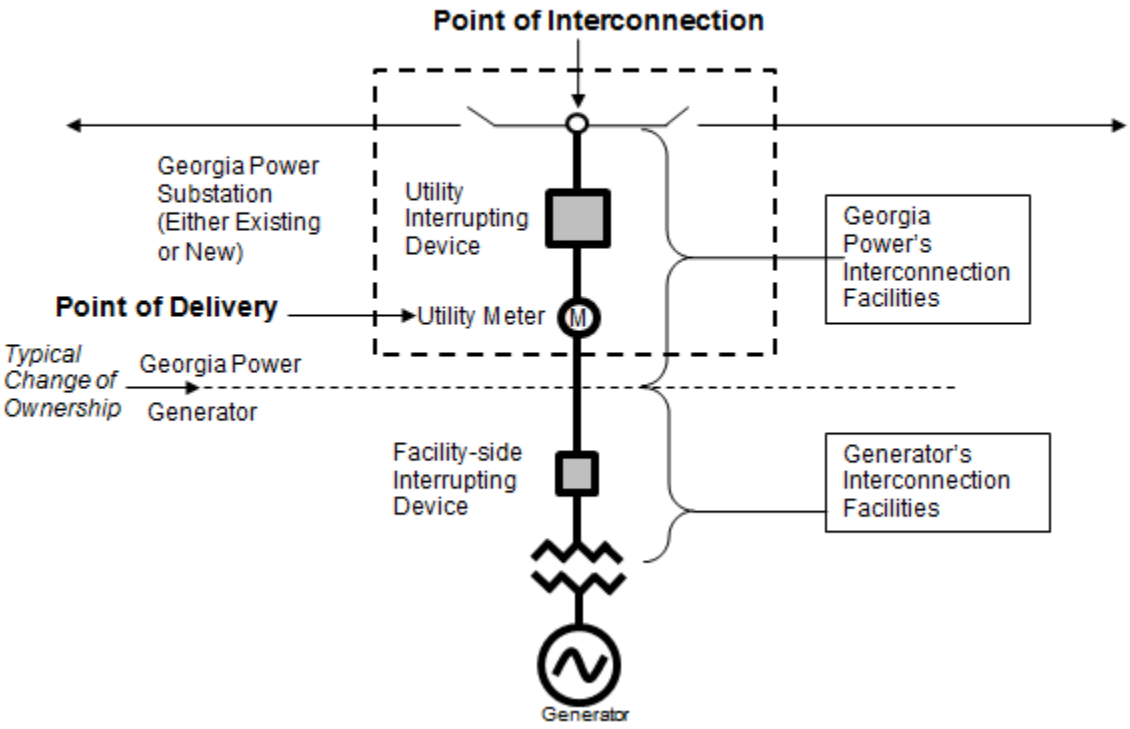
Generic 115 kV Line or 46 kV Line Tap Interconnection



Generic Distribution Substation Bus Interconnection



Generic Distribution Feeder Interconnection



APPENDIX K

Facility Storage Operation and Parameters

[Description to be provided by Seller]