Pro Forma Georgia Power Advanced Solar Initiative PPA

GEORGIA POWER ADVANCED SOLAR INITIATIVE

UTILITY SCALE

POWER PURCHASE AGREEMENT

Between

[SELLER]

and

GEORGIA POWER COMPANY

Dated as of _____, 2013

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AGREEMENT FOR THE PURCHASE OF SOLAR ENERGY FROM A RENEWABLE RESOURCE

This Agreement for the Purchase of Solar Energy from a Renewable Resource ("Agreement") is entered into this _____ day of _____, 2013 ("Effective Date"), by and between _____, _____ ("Seller"), and **GEORGIA POWER COMPANY**, a corporation organized and existing under the laws of the state of Georgia ("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, Solar Energy to be generated by the Facility and made available for sale to Georgia Power consistent with the Georgia Public Service Commission's ("GPSC") Order in Docket No. 36325; and

WHEREAS, the Parties desire to set forth the terms and conditions upon which the sale and purchase of Solar 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 herein and not otherwise defined, whether singular or plural, shall have the respective meanings set forth below and incorporated herein.

"**AAA**" - has the meaning set forth in Section 16.1.

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

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

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

"**Affiliate(s)**" - means for any specific entity, any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified entity. 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 shall be assumed that the direct or indirect owner of fifty percent (50%) of the outstanding stock or other equity interest of an entity has "control" of such entity; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Alternate Resource(s)**" - means generating resources (other than the Facility) controlled by Seller or its Affiliate that are directly connected to the Georgia Power Electric System, and that meet the requirements of this Agreement, including the requirement that electric energy delivered from such generating resource is Solar Energy as that term is defined herein.

"**Annual Adjustment Period**" - has the meaning set forth in Appendix F.

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

"**Annual Delivery Percentage**" or "**ADP**" - has the meaning set forth in Appendix A.

"**Annual Delivery Percentage for the current Annual Period**" or "**ADPC**" - has the meaning set forth in Appendix A.

"**Annual Energy Contract Amount**" - has the meaning set forth in Section 7.1.

"**Annual Period(s)**" - means any one of a succession of consecutive twelve-Month periods, the first of which shall begin on the later of the Commercial Operation Date or January 1, 2015.

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

"**Avoided Energy Rate**" or "**AER**" - has the meaning set forth in Appendix A.

"**Billing Dispute Notice**" - has the meaning set forth in Section 9.2.2.

"**Business Day**" - 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 who does not itself have an ultimate parent entity.

"**Change of Law**" - means any change to 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 16.1.

"**Commercial Operation**" - has the meaning set forth in Section 2.4.

"**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 and 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"). Confidential Information does not include information which: (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 jurisdictional Governmental Authority, including all applicable environmental certificates, licenses, permits and approvals.

"**Contract Energy Price**" or "**CEP**" - means the amounts shown in $/MWh in Table A of Appendix A.

"Costs" - has the meaning set forth in Section 11.4.1.

"**Creditworthy**" or "**Creditworthiness"** - means a Person has an investment grade rating such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least (i) BBB- by Standard & Poor's Rating Group ("S&P"), if rated by S&P, (ii) Baa3 by Moody's Investors Service, Inc., ("Moody's"), if rated by Moody's, and (iii) BBB- by Fitch Ratings ("Fitch"), if rated by Fitch, or a comparable rating from any entity succeeding to the functions and business of any of such rating agencies, respectively. While 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, a Person shall no longer be "Creditworthy" if such Person ceases to have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from at least one of S&P, Moody's and Fitch, or from any entity succeeding to the functions and business of any of such rating agencies, respectively.

"**Day**" - means a calendar day.

"**Defaulting Party**" - has the meaning set forth in Section 11.3.

"**Disputing Party**" - has the meaning set forth in Section 16.2.1.

"**Dispute Response**" - has the meaning set forth in Section 16.2.1.

"**Dispute Review Notice**" - has the meaning set forth in Section 9.2.3.

"**Early Termination Date**" - has the meaning set forth in Section 11.3.

"**Early Termination Payment**" - has the meaning set forth in Section 11.4.1.

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

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

"**Energy Payment Adjustment**" or "**EPA**" - has the meaning set forth in Appendix A.

"**Environmental Attributes**" - means any and all renewable energy credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to the generation from the Facility. Environmental Attributes do not include federal, state or local tax credits, incentives, subsidies or financial grants of any type.

"**Extended Force Majeure Event**" - has the meaning set forth in Section 15.7.1.

"**Event of Default**" - has the meanings ascribed to it in Section 11.1 for Seller and Section 11.2 for Georgia Power.

"**Excess ADE**" - has the meaning set forth in Appendix A.

"**Facility**" - means all land, rights of way, panels and related equipment and facilities of the solar photovoltaic electric generating plant described in Appendix E to be or being constructed by Seller on the site in connection with such panels. The Facility shall include the panels and all auxiliary equipment and facilities installed at the Facility site necessary or used for the extraction or collection of fuel, or the production, control, delivery or monitoring of Solar Energy by the panels. All equipment and facilities installed on Seller's side of the Point of Delivery of the grid shall be considered a part of the Facility except for those that constitute Interconnection Facilities, as that term is defined in the Interconnection Agreement.

"**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.

"**Force Majeure Event**" - has the meaning set forth in Section 15.1.

"**Force Majeure Remedy Plan**" - means the plan submitted to a Party pursuant to Section 15.7 in the event of an Extended Force Majeure Event.

"Front Load Security Letter of Credit" - means that Letter of Credit delivered by Seller to Georgia Power pursuant to the provisions of Sections 5.2 and 7.3.

"**GAAP**" - means generally accepted accounting principles.

"Gains" - has the meaning set forth in Section 11.4.1.

"**Georgia Power**" - means Georgia Power Company and its permitted successors and assigns.

"**Georgia Power Electric System**" - means collectively, the entire network of electric generating, transmission and distribution facilities, equipment and other devices owned (in whole or in part) or controlled by Georgia Power, or to which Georgia Power has the right to use, for the purposes of generating, transmitting and receiving electric energy.

"**Governmental Authority**" - 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, when referenced in this Agreement.

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

"**GPSC Approval Target Date**" - has the meaning set forth in Section 3.3.2.

"**Impasse Notice**" - has the meaning set forth in Section 16.2.2.

"**Indemnified Party**" - has the meaning set forth in Section 13.1.

"**Indemnifying Party**" - has the meaning set forth in Section 13.1.

"**Interconnection Agreement**" - means that certain Interconnection Agreement by and between Seller and the transmission/distribution provider containing terms and conditions governing the interconnection and parallel operation of the Facility with the Georgia Power Electric System or the Georgia Integrated Transmission System.

"**Interconnection Facilities**" - has the meaning set forth in the Interconnection Agreement.

"**Interconnection Study Agreement**" - means an agreement between Seller and the Facility's transmission or distribution provider in which such provider agrees to study the Facility's potential impacts on the grid in the vicinity of the proposed interconnection point and determine the necessary Interconnection Facilities, the related estimated costs, and the schedule of construction.

"**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.

"**kW**" - means kilowatt.

"**Legal Requirement**" - 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, substantially in the form set forth in Appendix B and that is issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least $10 billion 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 comparable rating by an entity succeeding to the functions and business of such rating agencies.

"Losses" - has the meaning set forth in Section 11.4.1.

"**Maximum Energy Contract Amount**" - means one hundred and ten percent (110%) of the Annual Energy Contract Amount.

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

"**Minimum Energy Contract Amount**" - means seventy-five percent (75%) of the Annual Energy Contract Amount.

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

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

"**MW**" or **"MWAC"**- means megawatt, or megawatt alternative current, as applicable.

"**MWh**" or "MWh AC"- means megawatt-hour, or megawatt-hour alternating current, as applicable.

"**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.

"**Non-Defaulting Party**" - has the meaning set forth in Section 11.3.

"**Notice of Dispute**" - has the meaning set forth in Section 16.2.1.

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

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

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

"**Party-Appointed Arbitrator(s)**" - has the meaning set forth in Section 16.3.1.

"**Performance Security**" - has the meaning assigned 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 the point where Seller shall deliver Solar Energy from the Facility to Georgia Power pursuant to this Agreement as determined by Georgia Power, which shall be the physical point at which the Facility is interconnected to the Georgia Power Electric System, or the Georgia Integrated Transmission System in accordance with the Interconnection Agreement.

"**Prevailing Rate**" - has the meaning set forth in Appendix A.

"**Project**" - means the design, engineering, construction, testing and commissioning of the Facility and the ownership, operation, management and maintenance of the Facility, all of which being reasonably expected to enable Seller to fulfill its obligations under this Agreement.

"**Proposed Resolutions**" - has the meaning set forth in Section 16.4.

"**Prudent Industry Practices**" - means any of the practices, methods, standards and acts engaged in or approved by a significant portion of the independent 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.

"**Renewable Energy Credits**" or "**RECs**" - means any and all credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy

generated at the Facility 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.

"**Required Commercial Operation Date**" or "**RCOD**" - means January 1, 2015, or such later date if extended pursuant to the provisions of Section 6.1.3.

"**Responding Party**" - has the meaning set forth in Section 16.2.1.

"**Rules**" - has the meaning set forth in Section 16.1.

"**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 liens of any lenders) of any Person or entity other than Georgia Power. Any Georgia Power Security Account shall 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 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 one hundred ninety dollars ($190.00) 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 the guaranty in Appendix C.

"**Solar Energy**" - means the generation of electricity produced by the Facility by converting sunlight into energy using photovoltaic cells.

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

"Target Annual Payment" - has the meaning set forth in Appendix A.

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

"Termination Calculation" - means the calculation to determine the Termination Payment pursuant to Section 11.4.1.

"Termination Payment" - has the meaning set forth in Section 11.4.1.

"**Third Arbitrator**" - has the meaning set forth in Section 16.3.1.

"**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. In this Agreement, unless the context otherwise requires, the singular shall include the plural and any pronoun shall 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 shall, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the term "including" is used herein in connection with a listing of items included within a prior reference, such listing shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on or exclusive listing of the items included within the prior reference. Any reference in this Agreement to "Section," "Article," "Appendix," or "Schedule" shall be references to this Agreement unless otherwise stated, and all such Schedules and Appendices shall be incorporated in this Agreement by reference. In the event that any index or publication referenced in this Agreement ceases to be published, each such reference shall be deemed a reference to a successor or alternate index or publication reasonably agreed to by the Parties. Unless specified otherwise, a reference to a given agreement or instrument, and all schedules, exhibits, appendices and attachments thereto, shall be a reference to that agreement or instrument as modified, amended, supplemented and restated, and in effect from time to time. Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns, and in the case of any Governmental Authority, any entity succeeding to its functions and capacities. Whenever the term "consent" or "approval" is used herein, such consent or approval shall not be unreasonable withheld, conditioned or delayed by the consenting or approving Party, unless the Agreement provides such consent or approval is in the sole and absolute 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 shall prevail.

ARTICLE 2: FACILITY DESIGN AND CONSTRUCTION

2.1 Project. The Project consists of the design, development and installation of solar powered electric generation facilities (each a "Facility" and collectively the "Facilities") consisting of approximately _____ solar panels located in _____ with a total capability of producing approximately _____ MWAC of electric power.

2.2 Permits. Seller hereby agrees to seek to obtain, at its sole expense, any and all Consents that Seller is required to obtain for the operation, maintenance, testing and any necessary modification of the Facility.

2.2.1 Seller will use all commercially reasonable efforts to obtain, at its sole expense, any and all Consents that Seller is required to obtain for the operation, maintenance, testing and any necessary modification to any Facility.

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

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

2.3 Inspections. Upon reasonable prior advance notice to Seller, representatives of Georgia Power shall be entitled to inspect the construction, maintenance, operation and testing of the Facility. Should Seller require a confidentiality agreement, Georgia Power agrees to execute a reasonable confidentiality agreement with Seller to facilitate all such inspections under this Agreement. Seller shall cooperate in such physical inspections of the Facility as may be reasonably required by Georgia Power provided that: (i) such inspections shall 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 the Seller's reasonable policies and procedures applicable to the Facility including those with respect to safety. Georgia Power's technical review and inspection of the Facility shall not be construed as endorsing the design or construction thereof or as any warranty of the safety, durability or reliability of the Facility.

2.4 Design and Construction of the Facility. The Project shall be completed in accordance with Prudent Industry Practices and all applicable Legal Requirements. Seller shall use all 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. The Project shall be deemed to have achieved "Commercial Operation" upon fulfillment of all of the following criteria: (i) Seller shall demonstrate that the Facility is capable of producing Solar Energy and delivering such Solar Energy to the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices; (ii) Buyer is able to receive such Solar Energy at the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices; (iii) the Facility is in compliance with the Interconnection Agreement; (iv) Seller shall have provided Georgia Power a certificate 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; and (v) Seller shall have delivered to Georgia Power a certificate from a responsible officer of Seller certifying that Seller is in compliance with the Interconnection Agreement and Seller has obtained all Consents required under Legal Requirements to be obtained by Seller for the construction, ownership, operation and maintenance of the Facility in accordance with this Agreement.

2.5 Failure to Achieve Required Commercial Operation Date. Except when attributable to (i) a Force Majeure Event, or (ii) the Facility not being interconnected to the Georgia Power Electric System and such failure to interconnect is not the result of action or inaction on the part of Seller, if Seller fails to achieve Commercial Operation by the Required Commercial Operation Date, Seller shall forfeit the Monthly Energy Payment until the earlier of Commercial Operation or the termination date of this Agreement, and pay to Georgia Power liquidated damages prorated daily as follows until the earlier of the Commercial Operation Date or the termination date of this Agreement:

TABLE 2.5

Month	$/MWh
1-6	47

For example, if the "Annual Energy Contract Amount" in Appendix G is 1,500 MWh and the Seller fails to achieve Commercial Operation until 100 days after the Required Commercial Operation Date, the liquidated damages would be $47*1500*100/365 = $19,315.

Georgia Power may draw upon the Performance Security to recover such liquidated damages, and Seller will be required to periodically replenish such Performance Security in accordance with Section 5.1. Seller shall pay liquidated damages to Georgia Power until the earlier of (i) the date the Facility achieves Commercial Operation, (ii) the date that the Seller notifies Georgia Power that the Facility will not achieve Commercial Operation, or (iii) six Months after the Required Commercial Operation Date. Events (ii) and (iii) shall be considered Events of Default.

ARTICLE 3: TERM AND TERMINATION

3.1 Term. This Agreement shall become effective on the Effective Date and shall remain in full force and effect for a term of twenty (20) Annual Periods ("Term"), subject to the early termination provisions set forth herein. The Parties hereby agree that in the event that the Georgia Power Advanced Solar Initiative Program is materially modified or terminated by the GPSC, this Agreement will not automatically terminate but shall be brought before the GPSC to determine the obligations of the Parties for the remainder of the Term.

3.2 Survival of Rights. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the following obligations that shall survive termination or expiration: (i) the obligation to pay each other all amounts then owed and not paid under this Agreement; and (ii) any other obligations that the Agreement specifically indicates shall survive termination or expiration.

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

3.3.1 If required by Legal Requirements, FERC shall have approved this Agreement without modifications or conditions, or if subject to modifications or conditions, only such modifications or conditions that are acceptable to the Parties.

3.3.2 If required by Legal Requirements, the GPSC shall have approved this Agreement without modification or conditions, or if subject to modifications or conditions, only such modifications or conditions that are acceptable to Georgia Power. In the event the GPSC fails to approve this Agreement within ninety (90) Days following the date on which Georgia Power files this Agreement with the GPSC ("GPSC Approval Target Date"), Georgia Power shall have the unilateral right to terminate this Agreement upon written notice to Seller, provided that such notice is delivered to Seller no later than thirty (30) Days after the GPSC Approval Target Date. In the event Georgia Power fails to exercise the aforementioned termination right within such thirty (30) Day period, Georgia Power shall be deemed to have waived such

termination right. Notwithstanding the foregoing, in the event the GPSC approves this Agreement subject to modifications or conditions, Georgia Power shall have a unilateral right to terminate this Agreement if such modifications or conditions are not acceptable to Georgia Power. Within fifteen (15) Days of the GPSC's approval of this Agreement, Georgia Power shall provide Seller with written notice of whether the GPSC's approval is subject to modifications or conditions and, if so, whether the modifications or conditions are acceptable to Georgia Power. In the event Georgia Power fails to provide such notice within such fifteen (15) Day period, the GPSC's approval shall be deemed to be acceptable to Georgia Power. Upon termination of this Agreement pursuant to this Section 3.3.2, neither Party shall have any obligation to the other Party hereunder.

3.3.3 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 shall request that "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).

ARTICLE 4: OPERATION AND MAINTENANCE OF THE FACILITY

4.1 General Standards. During the Term, Seller shall have the sole responsibility, at its sole expense, to manage, control, operate and maintain, or cause others to manage, control, operate and maintain, the Facility in accordance with Prudent Industry Practices and the requirements set forth in this Agreement. Seller shall, and shall cause others that manage, control, operate and maintain the Facility to: (i) comply with all Legal Requirements applicable to Seller, and (ii) diligently seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, any and all Consents.

4.1.1 Seller and Georgia Power shall mutually develop written Operating Procedures to accommodate the specifications of the Facility as constructed by Seller within the earlier of one hundred and eighty (180) Days prior to the Commercial Operation Date or the first instance of parallel operation. Such Operating Procedures shall 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) daily energy reports; (v) Facility operations log; (vi) reactive power output; (vii) technical limitations of Facility operation; (viii) coordination of maintenance scheduling; (ix) designation of Confidential Information; and (x) such other matters as the Operating Representatives shall agree are appropriate. The Operating Representatives shall be responsible for modifying the Operating Procedures in writing to reflect mutually agreed upon changes. In the event of inconsistency or conflict between the Operating Procedures and specific terms of this Agreement, the specific terms of this Agreement shall take precedence.

4.1.2 Seller shall, or shall cause others to, employ at the Facility all safety devices and safety practices required by Prudent Industry Practices. To the extent consistent with Prudent Industry Practices, Seller shall keep accurate records of any accident or other occurrence at the Facility site that results in material injury to persons or material damage to property. Seller shall provide to Georgia Power reasonable access to these records upon not less than seven (7)

Days notice during normal business hours, but shall not be required to provide access to employment or medical records regarding Facility personnel.

4.2 Access to the Facility.

4.2.1 Upon reasonable notice, representatives of Georgia Power shall 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, and test meters and other Georgia Power equipment; (ii) interrupt, monitor, or measure energy generated by the Facility as it deems necessary in accordance with Prudent Industry Practice; (iii) inspect the Facility; and (iv) take such other action as may be reasonably necessary to exercise Georgia Power's rights under this Agreement.

4.2.2 In no event shall any of Georgia Power's statements, representations, or lack thereof, either express or implied, relieve Seller of its exclusive responsibility for the maintenance and operation of the Facility. Any inspection by Georgia Power of property or equipment owned or controlled by Seller, or any review of or consent to Seller's plans by Georgia Power, shall not be construed as endorsing the design, fitness or operation of the Facility nor as a warranty or guarantee.

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

4.3.1 All such records shall be maintained for a minimum of seven (7) years after the creation of such record or data and for any additional period of time required by any Legal Requirement or Governmental Authority. In the event Seller intends to dispose of or destroy any such records after such seven (7) year period, Seller shall provide Georgia Power with thirty (30) Days prior written notice.

4.3.2 Seller shall 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 conditions found during inspections; and (iv) any significant events related to the operation of the Facility.

4.3.3 Upon reasonable advance notice, either Party shall have the right to examine the records and data of the other Party in order to facilitate any determination that such Party is required or permitted to make under this Agreement.

4.3.4 Any information provided by either Party pursuant to this Section 4.3 shall be subject to the confidentiality provisions set forth in Section 17.16.

4.3.5 Georgia Power and Georgia Power's independent auditor shall have the right to inspect from time to time, upon reasonable notice to Seller, such books and records of Seller as are reasonably necessary in order for Georgia Power to determine whether Seller constitutes a VIE. To the extent such inspection requires access to confidential information of Seller, Georgia Power shall execute an appropriate confidentiality agreement reasonably acceptable to Seller respecting such confidential information.

4.4 Scheduled Maintenance. Seller shall follow Prudent Industry Practices with regard to maintenance of the Facility and shall coordinate all planned maintenance with Georgia Power.

ARTICLE 5: PERFORMANCE SECURITY

5.1 Performance Security. Simultaneous with the execution of this Agreement, Seller shall deliver to Georgia Power Eligible Collateral from which Georgia Power may draw amounts to cover any damages to which Georgia Power is entitled as a result of any Event of Default, or to cover any liquidated damages owed under Section 2.5 or other payments due, by Seller at any point during the Term ("Performance Security"). The amount of Performance Security that Seller is required to maintain over the term of the Agreement shall be as follows:

Applicable Dates	Annual Periods	Performance Security ($/kW) During the Term
From PPA execution through the earlier of COD or RCOD		35
From the earlier of COD or RCOD through the Remainder of Term	Annual Period 1-5:	70
	Annual Period 6-10:	60
	Annual Period 11-20:	50

In the event that Georgia Power draws on the Performance Security in accordance with this Section 5.1 or Section 2.5, Seller shall replenish the Performance Security to the full Security Amount within three (3) Business Days.

[NOTE: If Seller has elected to receive annual pricing that is below the Threshold Price Curve shown in Attachment H of the RFP, this Section 5.2 shall be deleted.]

5.2 Pricing Security.

5.2.1 Seller has elected to receive payments that exceed a certain threshold price curve, which means such payments result in an "early payment" for a future benefit to Georgia Power. Therefore, pursuant to Section 7.3, Seller's obligation to pay the Account Balance to Georgia Power shall be secured by a standby Front Load Security Letter of Credit in an amount equal to the Account Balance as adjusted from time to time, as set forth in Appendix F; provided, however, in no event shall the Front Load Security Letter of Credit exceed _____ ($_____). Seller shall deliver such standby Front Load Security Letter of Credit to Georgia Power no later than ninety (90) Days prior to RCOD in an amount equal to the Account Balance for the first year as set forth in Appendix F. The Front Load Security Letter of Credit shall be maintained throughout the Term in the amount set forth in Appendix F for the

corresponding Annual Period and shall remain in full force and effect until all amounts owed to Georgia Power by Seller under Section 7.3 are paid in full.

5.2.2 Georgia Power shall be entitled to draw upon the Front Load Security Letter of Credit for amounts owed to Georgia Power pursuant to Section 7.3 but not paid in full to Georgia Power by Seller within five (5) Days of termination of this Agreement.

5.2.3 This Section 5.2 shall survive the termination of this Agreement, but in no event shall such survival extend beyond two (2) calendar years, to the full extent necessary for its enforcement and the protection of Georgia Power.

ARTICLE 6: INTERCONNECTION AND METERING

[NOTE: If Seller enters into an Interconnection Agreement with a transmission provider other than Georgia Power, this Article shall be modified to ensure standard metering provisions are agreed upon between the Parties.]

6.1 Interconnection.

6.1.1 If Seller enters into an Interconnection Agreement with Georgia Power, the Interconnection Agreement will be read in conjunction with the provisions of this Article 6 and any duplicative provisions will be resolved in favor of the Interconnection Agreement.

6.1.2 Seller shall (i) request interconnection and enter into an Interconnection Study Agreement with the appropriate transmission/distribution provider within thirty (30) Days of the Effective Date of this Agreement and (ii) execute an Interconnection Agreement with the appropriate transmission/distribution provider within thirty (30) Days of receiving the results of the Interconnection Study. The Interconnection Agreement shall be maintained throughout the Term of this Agreement. Seller shall promptly provide a copy of, and any amendments to, such Interconnection Agreement to Georgia Power in accordance with the notice provisions of Section 17.10. Georgia Power shall not be responsible under this Agreement for any costs and expenses (including overheads) incurred in connection with the design, construction, installation and maintenance of the Interconnection Facilities. Seller is responsible for determining all transmission and/or distribution-related rules, practices and policies with which it must comply.

6.1.3 Prior to the RCOD, if the distribution/transmission interconnection to the Facility is not in place solely as a result of the action or inaction of Georgia Power as the distribution/interconnection provider, and is not the result of any action or inaction on the part of Seller, and as a result, Seller fails to achieve RCOD, the RCOD shall be extended on a day-to-day basis until the Facility reaches Commercial Operation; provided, however, after one hundred and eighty (180) Days if the distribution/transmission interconnection to the Facility is not in place, Seller may terminate this Agreement by thirty (30) Day written notice to Georgia Power. Upon a termination pursuant to this Section 6.1.3, neither Party shall have any further liability to the other Party hereunder.

6.2 Metering.

6.2.1 The Parties shall 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 Solar Energy delivered from the Facility to the Point of Delivery. The meters shall be of a mutually acceptable accuracy range and type. Seller shall 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 Solar Energy delivered to the Point of Delivery. None of Seller, Seller's Affiliates or the employees, subcontractors or contractors of any of them shall make adjustments to the Metering System without the written consent of Georgia Power. Seller, may, at its own cost, 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 base its invoiced amounts solely by reference to its own Metering System.

6.2.2 Georgia Power shall inspect and test all meters at such times as will conform to Prudent Industry Practices, but not less often than every two (2) Annual Periods. Upon reasonable written request to Georgia Power, Seller may request, at its own expense, inspection or testing of any such meters more frequently than once every two (2) Annual Periods. Seller shall be responsible, and shall 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 shall 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 shall 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 shall pay Seller any additional amounts then due for deliveries of Solar Energy during the Adjustment Period or Georgia Power shall be entitled to a credit against any subsequent payments for Solar Energy, as the case may be.

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

ARTICLE 7: PURCHASE AND SALE OF ENERGY

7.1 Energy. During each Annual Period, Seller agrees to sell and deliver to the Point of Delivery, and Georgia Power agrees to purchase and receive at the Point of Delivery, one hundred percent (100%) of the Solar Energy generated by the Facility. Appendix G provides the Seller's expectation of the nominal annual amounts of Solar Energy to be delivered to Georgia Power, having taken into consideration expected solar panel degradation, which constitute the "Annual Energy Contract Amount." Payments to the Seller for actual Solar Energy delivered to the Point of Delivery will be determined as set forth in Appendix A. For the avoidance of doubt, Georgia Power shall have no obligation to purchase RECs or any other Environmental Attributes associated with the Solar Energy. The Parties acknowledge that RECs or any other Environmental Attributes associated with the Solar Energy shall remain the sole and exclusive property of Seller, which Seller may make use of at Seller's discretion.

7.2 Testing and Test Energy. Seller shall not commence initial deliveries of Solar Energy to the Point of Delivery without the prior written consent of Georgia Power, which consent shall not be unreasonably withheld. Georgia Power shall purchase Solar Energy produced by Seller during Facility testing and start-up procedures at such times and under conditions acceptable to Georgia Power and Seller at Georgia Power's Avoided Energy Rate and otherwise in accordance with the terms of this Agreement. Representatives of Georgia Power shall have the right to be present during any such testing. Seller shall provide Georgia Power not less than thirty (30) Days written notice before any testing to establish the Facility's Commercial Operation Date.

[NOTE: If Seller has elected to receive annual pricing that is below the Threshold Price Curve shown in Attachment H of the RFP, in all Annual Periods, this Section 7.3 shall be deleted.]

7.3 Early Payments. The Parties acknowledge and agree that Seller's Solar Energy price exceeds a certain threshold price curve pursuant to Section 5.2. Therefore, the following provisions shall apply to ensure that Seller shall pay the amount of such difference in payments received to the extent the energy benefit has not been conferred to Georgia Power.

7.3.1 Upon termination of the Agreement, Seller shall owe and be liable to Georgia Power for the amount shown in Appendix F, Account Balance, for the Annual Period in which the Agreement is terminated.

7.3.2 This Section 7.3 shall survive the termination of this Agreement to the full extent necessary for its enforcement and the protection of Georgia Power.

7.4 Risk of Loss. The risk of loss of Solar Energy shall pass from Seller to Georgia Power at the Point of Delivery.

7.5 Expansion of the Facility. Seller, or any Affiliates thereof, shall not enter into any contract for the sale of Solar Energy from any addition to or expansion of the Facility, until and unless (i) Seller shall have first offered in writing (in the form of a proposal contract) to enter into a contract with Georgia Power on business terms substantially the same as those specified in any proposal or letter of intent between Seller and any other party with respect thereto, and (ii) Georgia Power does not accept such offer within ninety (90) Days of the date presented to

Georgia Power in writing (or such shorter period of time as is appropriate to the term and type of sale contemplated by Seller) and including a notice to Seller that Georgia Power is ready and willing to enter into a contract reflecting such business terms within one hundred and twenty (120) Days thereafter (or such shorter period of time as is appropriate to the term and type of sale contemplated by Seller).

ARTICLE 8: ENERGY PAYMENTS

8.1 Monthly Energy Payments.

8.1.1 Georgia Power shall pay Seller a Monthly Energy Payment in accordance with Appendix A for Solar Energy delivered to the Point of Delivery by Seller during each Month of each Annual Period. After the first Annual Period, if a true-up of the Energy Payment Adjustment pursuant to the provisions of Appendix A results in an over/under payment during the previous Annual Period, then, following notice by Georgia Power of such overpayment, and unless the Parties agree otherwise, Seller shall remit the overpayment amount, or receive the underpayment amount, in full from the next succeeding twelve (12) Monthly Energy Payment(s) until such over/under payment is satisfied in full.

8.1.2 Seller acknowledges and agrees that all price information provided by Georgia Power to Seller is Confidential Information subject to Section 17.16.

8.1.3 Provided the Facility has reached Commercial Operation, Georgia Power's obligation to pay the Monthly Energy Payment shall commence on January 1, 2015. If the Facility has not reached Commercial Operation by January 1, 2015, and the delay is excused pursuant to the provisions of Sections 6.1.3 or 15.2, Georgia Power's obligation to pay the Monthly Energy Payment shall commence on the Commercial Operation Date.

ARTICLE 9: PAYMENT PROCEDURE

9.1 Billing and Payment.

9.1.1 As promptly as practicable after the end of each Month during the Term, Georgia Power shall provide Seller with the meter readings for such Month no later than the fifteenth (15th) Business Day of the following Month.

9.1.2 Within ten (10) Business Days of receipt of the Monthly meter readings, Seller shall provide Georgia Power with an invoice stating the Monthly Energy Payment calculated for such Month pursuant to Section 8.1.

9.1.3 At the option of Seller, Georgia Power will provide a net payment or net bill, whichever is applicable, that consolidates amounts owing to Seller with amounts owing to Georgia Power.

9.1.4 Each Monthly payment shall be due and payable on or before the tenth (10th) Day after a Party's receipt of such invoice. If such tenth (10th) Day after a Party's receipt is not a Business Day, then payment shall be due on the next succeeding Business Day. Payment of an invoice shall be made on or before the date due in immediately available funds through

wire transfer of funds or other means acceptable to the Parties. In the event payment is not made on or before such tenth (10th) Day, then interest shall 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 shall be compounded at the Interest Rate.

9.2 Billing Disputes and Final Accounting.

9.2.1 The Parties shall 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 shall be conclusively presumed.

9.2.2 In the event a Party questions or contests the correctness of any invoiced amount, whether a charge or a credit, of any payment claimed by the other Party to be due pursuant to this Agreement, such Party shall 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, if any, and (iii) provides documentation reasonably supporting the determination of the disputed amount.

9.2.3 In the event that a Party, by timely notice in accordance with Sections 9.2.1 and 9.2.2, questions or contests the correctness of any charge or credit, the other Party shall promptly review the questioned charge or credit and shall notify such Party, within twenty (20) Days following receipt by the other Party of the Billing Dispute Notice, of the amount of any error and the amount of any reimbursement, if any, that such Party is entitled to receive with respect to such alleged error (the "Dispute Review Notice"). Reimbursements determined to be due from a Party under this Section 9.2.3 shall be included on the next Monthly invoice and shall include interest from the date the original payment was received until the date such reimbursement together with interest is invoiced, which interest shall be compounded at the Interest Rate.

9.2.4 In the event a Party disputes the other Party's resolution under Section 9.2.3 of any question or contest by such Party of the correctness of any charge or credit contained in a Monthly invoice, then the Parties shall submit the dispute for resolution in accordance with Article 16.

ARTICLE 10: REPRESENTATIONS, WARRANTIES AND COVENANTS

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

10.1.1 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 own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

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

10.1.3 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 shall not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, 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, or result in a breach of or a default under any of the foregoing.

10.1.4 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 laws 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.

10.1.5 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.

10.1.6 Seller covenants to Georgia Power that it shall, at all times during the Term, pay or cause to be paid, all charges, taxes, assessments and fees 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 Solar Energy and Environmental Attributes to be provided to Georgia Power arising, in the case of energy, prior to the time of Seller's delivery of such Solar Energy to Georgia Power at the Point of Delivery, or in the case of Environmental Attributes, prior to the time such Environmental Attributes are made available to Georgia Power.

10.1.7 From the Effective Date through the end of the Term, Seller covenants that from its perspective and due to any of Seller's actions, Georgia Power will not be required by any Legal Requirement or any accounting standard, including but not limited to 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 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 Required Commercial Operation Date during the Term, Seller shall provide Georgia Power a VIE certification form in the form of Appendix D signed by the chief financial officer of Seller.

10.1.8 If the Facility is interconnected to Georgia Power's Electric System, the Facility is, and shall remain at all times during the Term, a Qualifying Facility. The Seller represents that any sales to Georgia Power pursuant to this Agreement shall be deemed to be in

accordance with the obligations of Georgia Power and the GPSC pursuant to Section 210 of PURPA, 16 U.S.C. § 824a-3 and the GPSC's orders thereunder.

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

10.2.1 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 carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

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

10.2.3 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 shall not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership 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.

10.2.4 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 laws 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.

10.2.5 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.

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

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

ARTICLE 11: EVENTS OF DEFAULT; REMEDIES

11.1 Default by Seller. Any one or more of the following events shall constitute an Event of Default by Seller and shall give Georgia Power the right to exercise the remedies specified in Section 11.3:

11.1.1 Seller sells Solar Energy from the Facility to a third party during any Annual Period.

11.1.2 Seller fails to comply or cause compliance with the Seller Performance Security requirements of Article 5 unless cured by the end of the next Business Day following receipt of a written notice from Georgia Power of a failure under this Section 11.1.2.

11.1.3 Subject to the terms and conditions of Sections 2.5, 6.1.3 and 15.2, Seller fails to achieve Commercial Operation on or before the Required Commercial Operation Date.

11.1.4 Except when attributable to a Force Majeure Event, Seller fails to provide Georgia Power with the Minimum Energy Contract Amount for two consecutive Annual Periods.

11.1.5 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 shall have become due and payable and Seller fails to cure such failure to pay within twenty (20) Days after receipt of written demand therefor from Georgia Power.

11.1.6 A court having jurisdiction shall enter: (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 an entity 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.

11.1.7 Seller shall: (i) commence 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) consent 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) file 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) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Seller or of any substantial part of its property; (v) make an assignment for the benefit of creditors; (vi) admit in writing its inability to generally pay its debts as they become due; or (vii) take any action in furtherance of any of the foregoing.

11.1.8 A violation of the requirements of Section 17.1 through a sale, assignment or transfer of this Agreement.

11.1.9 Any representation or warranty made by Seller herein or in any certificate delivered to Georgia Power pursuant hereto shall prove to be incorrect in any material respect when made, unless Seller shall promptly commence and diligently pursue action to cause such representation or warranty 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 shall 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 or warranty having been incorrect; provided, however, that no Event of Default by Seller shall occur pursuant to this Section 11.1.9 if Georgia Power cooperates with Seller during the cure period and 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 as a result of this Agreement; provided, further, if VIE treatment is created by no fault of Seller and a cure cannot be effected within the cure period, Georgia Power may terminate this Agreement and Seller shall not have any further liability to Georgia Power pursuant to this Agreement.

11.1.10 Seller fails to perform or comply with any other material terms and conditions of this Agreement other than those listed in Sections 11.1.1 through 11.1.9 and fails to conform to said term and conditions within thirty (30) Days after a written demand by Georgia Power to do so.

11.2 Default by Georgia Power. Any one or more of the following events shall constitute an Event of Default by Georgia Power and shall give Seller the right to exercise the remedies specified in Section 11.3:

11.2.1 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 shall have become due and payable and Georgia Power fails to cure such failure to pay within twenty (20) Days after receipt of written demand therefor from Seller.

11.2.2 A court having jurisdiction shall enter: (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.

11.2.3 Georgia Power shall: (i) commence 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) consent 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) file 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) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Georgia Power or of any substantial part of its property; (v) make an assignment for the benefit of creditors; (vi) admit in writing its inability to generally pay its debts as they become due; or (vii) take any action in furtherance of any of the foregoing.

11.2.4 A violation of the requirements of Section 17.1 through an assignment or transfer of this Agreement.

11.2.5 Any representation or warranty made by Georgia Power herein or in any certificate delivered to Seller pursuant hereto shall prove to be incorrect in any material respect when made, unless Georgia Power shall promptly commence and diligently pursue action to cause such representation or warranty 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 shall 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 or warranty having been incorrect.

11.2.6 Georgia Power fails to perform or comply with any other material terms and conditions of this Agreement other than those listed in Sections 11.2.1 through 11.2.5 and fails to conform to said term and conditions within thirty (30) Days after a written demand by Seller to do so.

11.3 Remedies for Events of Default. Upon the occurrence of an Event of Default, the non-defaulting Party (the "Non-Defaulting Party") shall 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 recover liquidated damages from the Defaulting Party equal to the amount set forth in the table below corresponding to the time during the Agreement term when the Event of Default occurred; provided, however, if the Event of Default is triggered by Section 11.1.3, payment of Liquidated Damages shown in Table 2.5 will be the sole and exclusive remedy.

Applicable Dates	Annual Periods	Liquidated Damages ($/kW) During the Term
From PPA execution through the earlier of COD or RCOD		35
From the earlier of COD or RCOD through the Remainder of Term	Annual Period 1-5:	70
	Annual Period 6-10:	60
	Annual Period 11-20:	50

11.4 Actual Damages. In the event a Seller's Event of Default arises from Seller's actions designed to achieve an economic gain by selling Solar Energy of the Facility to a third party, Seller shall pay Georgia Power its actual damages flowing from such Event of Default in accordance with the provisions in Section 11.4.1.

11.4.1 In the event of a Seller Event of Default for the circumstances described in Section 11.4, Georgia Power shall in good faith calculate its Gains, Losses and Costs resulting from the termination of this Agreement, aggregate such Gains, Losses and Costs into a single net amount (the "Termination Payment"), and then notify Seller. Gains, Losses and Costs shall be determined by comparing the cost under this Agreement of the Solar Energy that would be available under this Agreement for the remainder of the Term had this Agreement not been terminated to the market price of Solar Energy of equivalent reliability and availability for the remaining term (had this Agreement not been terminated). For the avoidance of doubt, nothing in Section 5.1 is intended to limit liability under this Section 11.4.1. To ascertain such market price, Georgia Power may consider, amount other evidence, the settlement prices of NYMEX energy futures contracts, quotations from leading dealers in energy swap contracts, offers for replacement Solar Energy or bids to purchase the remaining Solar Energy that was to be sold pursuant to this Agreement, in either case made by bona fide third-parties (including offers received by Georgia Power in response to any request for proposals for Solar Energy), all adjusted for the length of the remaining Term (had this Agreement not been terminated) and differences in location basis (including without limitation costs of transmission investments and transmission service), reliability or availability and other considerations affecting value. Neither Party shall be required to enter into replacement transactions in order to determine the Termination Payment. If Georgia Power's aggregate Losses and Costs exceed its aggregate Gains, Seller shall, unless Seller disagrees with such Termination Calculation, within fifteen (15) Business Days of receipt of such notice, pay the net amount to Georgia Power, which amount shall bear interest at the Interest Rate from the Early Termination Date until paid. If Georgia Power's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, Georgia Power may retain such Gains. If Seller disagrees with the calculation of the Termination Payment, the issue shall be resolved pursuant to the provisions of Article 16, and the resulting Termination Payment shall be due and payable within three (3) Business Days after the award. As used in this Section 11.4.1: (i) "Costs" shall mean, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred in

terminating any agreement that it has entered into to fulfill its obligations hereunder or entering into new agreements that replace this Agreement, and attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement; (ii) "Gains" shall mean, an amount equal to the economic benefit determined on a mark to market basis (exclusive of Costs), if any, resulting from the termination of this Agreement; and (iii) "Losses" shall mean an amount equal to the economic loss determined on a mark to market basis (exclusive of Costs), if any, resulting from the termination of this Agreement.

11.5 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 SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE; PROVIDED, HOWEVER, THAT SUCH LIMITATION SHALL NOT APPLY IN THE CASE OF AMOUNTS OWED TO THIRD PARTIES FOR WHICH INDEMNIFICATION IS PROVIDED UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. 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.

11.6 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.

11.7 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.

ARTICLE 12: COMPLIANCE WITH LAWS

12.1 Compliance. Seller represents, warrants and covenants that throughout the Term, Seller shall (i) be in compliance with all Legal Requirements 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, and (ii) pay all costs, expenses, charges and fees in connection therewith.

12.2 Approvals. Seller and Georgia Power each agree to use their best efforts to apply for promptly and to pursue diligently any required acceptances or approvals 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.

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

ARTICLE 13: INDEMNIFICATION

13.1 Scope of Indemnity. Each Party (the "Indemnifying Party") expressly agrees to indemnify, hold harmless and defend the other Party and its Affiliates, trustees, agents, officers, directors, employees, members and permitted assigns ("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 third parties in any manner directly or indirectly related to: (i) Indemnifying Party's acts and omissions in connection with the performance, or failure thereof, of obligations or representations and warranties under this Agreement; (ii) Indemnifying Party's activities (including prior uses of third parties) on the Indemnifying Party's respective side of the Point of Delivery; or (iii) any other activities to the extent that they involve the 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.

13.2 Notice of Proceedings. An Indemnified Party that becomes entitled to indemnification under this Agreement shall promptly notify the other Party of any claim or proceeding in respect of which it is to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse an indemnification obligation except to the extent failure to provide notice adversely affects the Indemnifying Party's interests. The Indemnifying Party shall 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 shall 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.

ARTICLE 14: INSURANCE

14.1 Insurance Required of Seller. During the Term, Seller shall 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 14.

14.2 Proof of Insurance. Georgia Power may, in its sole discretion, 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 RCOD anniversary, a certificate of insurance certifying Seller's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the state of Georgia naming Seller as a named insured and Georgia Power as an additional insured.

14.3 General Terms. Upon commencement of operation of the Facility, the required insurance coverage shall 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 all services provided to Georgia Power. 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, Southern Company and Affiliates, and each of their officers, directors, employees, representatives, and agents, as well as each other person or entity so identified in the Agreement, must be additional insured under the commercial general liability policy. To the extent allowed by applicable law, Seller waives, and must require its insurers to waive, a right of subrogation against Georgia Power, Southern Company, and its Affiliates, and each of their officers, directors, employees, representatives, and agents, for the commercial general liability policy and the workers compensations policy.

14.4 General Liability Insurance. The insurance policy providing such coverage, if required by Georgia Power, shall 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 as long as the combined limits meet requirements of this Agreement:

a. Commercial general liability insurance in an "occurrence" form with bodily injury and property damage combined liability limits of not less than five million dollars ($5,000,000.00) per occurrence; provided, however, Seller may use umbrella coverage to satisfy the total five million ($5,000,000.00) coverage requirement (e.g. combine one million dollars ($1,000,000.00) in commercial general liability insurance as described above with four million dollars ($4,000.000.00) in umbrella coverage).

b. Specific coverage for broad form contractual liability including Seller's indemnification obligations under this Agreement and a separation of insured provision.

c. Coverage on an "occurrence" basis; provided, however, that coverage may be provided on a "claims made" basis with the provision of a minimum extended reporting period of five (5) years from the termination of this Agreement.

14.5 Statutory Worker's Compensation Insurance. Seller shall acquire and maintain statutory worker's compensation insurance covering Seller's legal liability under the applicable state or federal worker's compensation or occupational disease laws and employer's liability of at least five hundred thousand dollars ($500,000.00).

14.6 Notice of Change or Cancellation. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify Georgia Power at least thirty (30) Days prior the effective date of any cancellation. If notice of cancellation is only commercially available to the Seller's attention, then Seller shall forward such thirty (30) 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 the policy.

14.7 Payment of Premiums. Seller shall pay all premiums and other charges due on said insurance policy and shall keep said policy in force during the Term, of this Agreement.

14.8 No Waiver of Liability. The provisions requiring Seller to acquire and maintain insurance under this Agreement shall 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 and contractually assumed liability of Seller, any payments due as a result of such liability shall be made first from the proceeds of such policies.

ARTICLE 15: FORCE MAJEURE

15.1 Definition of Force Majeure Event. For the purposes of this Agreement, a "Force Majeure Event" as to a Party means any occurrence, nonoccurrence or set of circumstances that prevents a Party, in whole or in part, from performing any of its obligations or satisfying any conditions under this Agreement and that is beyond the reasonable control of such Party and is not caused by such Party's negligence, lack of due diligence, or failure to follow Prudent Industry Practices. The term Force Majeure Event shall 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) equipment failure or equipment damage, in the case of the Facility only, such equipment failure or equipment damage results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (iv) changes in market conditions that affect the cost or availability of equipment, materials, supplies or services, including the cost of delivering Solar Energy from Alternate Resources; (v) failures of Seller's contractors, suppliers or vendors, unless such failures are caused by an event that would otherwise constitute a Force Majeure Event if experienced directly by Seller; (vi) unavailability, variability or lack of adequate solar insolation; (vii) Seller's inability to arrange or maintain transmission/distribution service for deliveries to the Point of Delivery, or (viii) 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.

15.2 No Breach or Liability. Either Party shall be excused from performance of its obligations hereunder, other than payment obligations that accrued prior to the declaration of the Force Majeure Event, and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event.

15.3 Mitigation. Following the occurrence of a Force Majeure Event, the affected Party shall:

(i) 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;

(ii) remedy its inability to perform as soon as reasonably practicable; provided, however, that this Section 15.3 shall not require the settlement of any non-site specific strike, walkout, lockout or other general labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and

(iii) 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.

15.4 Energy Payments. Georgia Power's obligation to make Monthly Energy Payments shall be excused pro rata to the extent that Seller's obligations to deliver Solar Energy at the Point of Delivery are excused as a result of a Force Majeure Event claimed by Seller.

15.5 Alternate Delivery. Seller may continue to receive Monthly Energy Payments during a Force Majeure Event so long as it delivers Solar Energy from an Alternate Resource to replace the Solar Energy that would have been provided by the unavailable Facility; provided, however, Seller must deliver the Solar Energy from an Alternate Resource to Georgia Power at the Point of Delivery at no additional cost or adverse effect to Georgia Power. Seller shall provide Georgia Power written notice of its decision to deliver Solar Energy from an Alternate Resource within seven (7) Days of the declaration of the Force Majeure Event. To be valid, this

notification shall include a written, irrevocable commitment by Seller to deliver Solar Energy from an Alternate Resource to the Point of Delivery for the duration of the Force Majeure Event.

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

15.7 Extended Force Majeure Event.

15.7.1 If a Party has reason to believe that a Force Majeure Event, which is preventing the other 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 other Party submit a "Force Majeure Remedy Plan," which the other Party shall submit to the requesting Party within thirty (30) Days of the request. If the Party claiming an excuse under this Section 15 has reason to believe that a Force Majeure Event is an Extended Force Majeure Event, it shall notify the other Party promptly and shall submit a Force Majeure Remedy Plan to the other Party within thirty (30) Days thereafter. The Force Majeure Remedy Plan shall 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.

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

15.7.3 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 other Party if: (i) the affected Party fails to provide a Force Majeure Remedy Plan as required by this Section 15.7; (ii) the affected Party fails to carry out the Force Majeure Remedy Plan in a method reasonably designed to cause that Party to be able to perform its obligations hereunder; or (iii) the affected Party remains unable to perform its obligations hereunder twelve (12) Months following the initial suspension of performance resulting from the Force Majeure Event. For the purposes of subsection (iii) of this Section 15.7.3, 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.

15.7.4 Upon termination of this Agreement as provided in this Section 15.7, the Parties shall have no further liability or obligation to each other except for any obligation arising prior to the date of such termination.

ARTICLE 16: DISPUTE RESOLUTION

16.1 Dispute Resolution Generally. Except as set forth in Section 11.5, 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"), shall be resolved under the Federal Arbitration Act by non-binding arbitration following the Expedited Procedures of the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") then in effect, including its evidentiary and procedural rules. It is the Parties' intent that any arbitration, including the selection and qualification of arbitrators, shall 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.

16.2 Initiation of Dispute Resolution.

16.2.1 Prior to initiating any arbitration hereunder, a Party wishing to make any Claim ("Disputing Party") shall provide the other Party ("Responding Party") with a formal, written notice of the dispute for each issue in dispute, a proposed means for resolving each such issue, and support for such position (the "Notice of Dispute"). Within thirty (30) Days after receiving the Notice of Dispute, the Responding Party shall 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").

16.2.2 Within fifteen (15) Days after the submission of the Dispute Response, the Claim shall be submitted to a designated senior representative of Seller and a designated senior representative of Georgia Power for resolution. In the event the designated senior representatives are unable to resolve the Claim to the mutual satisfaction of the Parties within thirty (30) 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 initiating non-binding arbitration in accordance with the further provisions of this Article 16.

16.3 Initiation of Arbitration; Selection of Arbitrators.

16.3.1 Arbitration shall be deemed to be initiated when an Impasse Notice is given by the delivering Party to the receiving Party in accordance with the notice provisions of Section 17.10. The Party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within twenty (20) Days of receiving the Impasse Notice. The two (2) arbitrators (the "Party-Appointed Arbitrators") shall appoint a third, neutral arbitrator (the "Third Arbitrator"). The Third Arbitrator shall 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, and shall be impartial and independent of either Party and the Party-Appointed Arbitrators. Each

Party shall pay for the expenses incurred by its Party Appointed Arbitrator and the costs of the Third Arbitrator shall be divided equally between the Parties.

16.3.2 If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within thirty (30) Days from initiation of arbitration, then the Third Arbitrator shall be selected by the AAA with due regard given to the selection criteria above and input from Seller, Georgia Power and the Party-Appointed Arbitrators. Parties shall undertake to request the AAA to complete selection of the Third Arbitrator no later than ninety (90) Days from initiation of arbitration. Costs charged by the AAA for this service shall be borne by the Parties equally.

16.3.3 In the event the AAA should fail to select the Third Arbitrator within ninety (90) Days from initiation of arbitration, then either Party may petition a court of competent jurisdiction in Georgia to select the Third Arbitrator. Due regard shall be given to the selection criteria above and input from the Parties and the Party-Appointed Arbitrators.

16.3.4 If prior to the conclusion of the arbitration a Party-Appointed Arbitrator or the Third Arbitrator becomes incapacitated or otherwise unable to serve, then a replacement arbitrator shall be appointed in the manner described above and applicable to the original arbitrator being replaced.

16.4 Discovery, Hearing. Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by a majority of the Party-Appointed Arbitrators and the Third Arbitrator; provided, however, all pre-hearing discovery shall be completed within one hundred eighty (180) Days following selection of the Third Arbitrator. Within fifteen (15) Days after completion of such pre-hearing discovery, each Party shall submit either individually or jointly by overnight delivery to the other Party, the Party-Appointed Arbitrators and the Third Arbitrator a separate precise statement for each issue in dispute, that Party's proposed means of resolving each issue in dispute, and the factual or legal support for such proposal (the "Proposed Resolutions"). No later than thirty (30) Days after all pre-hearing discovery has been completed, a hearing shall be conducted at which Seller and Georgia Power shall each present such evidence and witnesses as they may choose. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the AAA, as amended and supplemented, except where specifically modified by this Agreement.

16.5 Arbitrator Decisions.

16.5.1 The Party-Appointed Arbitrators and the Third Arbitrator shall consider the terms and conditions of this Agreement, including all relevant evidence and testimony, and shall render their decision within ninety (90) Days following conclusion of the hearing; provided, however, the Party-Appointed Arbitrators and the Third Arbitrator are expressly and specifically limited to selecting one (1) of the Proposed Resolutions for each issue in dispute provided by Seller and Georgia Power; provided, further, the Party-Appointed Arbitrators and the Third Arbitrator shall not have the authority to effect any other resolution of the issues in dispute. The Party-Appointed Arbitrators and the Third Arbitrator shall have no authority to award consequential, special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstances regardless of whether such damages may be available under appropriate 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, and punitive damages with respect to this Agreement.

16.5.2 The decision rendered by a majority of the Party-Appointed Arbitrators and the Third Arbitrator, made in writing, shall be provided to the Parties. In the event the Parties mutually 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 the Parties do not mutually accept such decision, then either Seller or Georgia Power may resort to any remedy, at law or in equity, that may be available therefor.

16.6 Location of Arbitration. All arbitrations shall take place in Atlanta, Georgia.

16.7 Injunctive Relief. Notwithstanding any other provision of this Article 16, the Parties agree that a Party threatened with irreparable harm shall 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 a Governmental Authority of appropriate jurisdiction. In addition, either Party may seek to enforce specifically the other Party's payment obligations hereunder, including a right to seek any and all unrecovered damages and expenses and other losses, costs and liabilities (including reasonable attorneys' fees and expenses incurred or suffered by the first Party) as a result of or in connection with any payment default hereunder by the other Party.

16.8 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.

ARTICLE 17: MISCELLANEOUS

17.1 Assignment, Transfers and Changes of Control.

17.1.1 Seller may not assign this Agreement or any portion thereof to any Person without the prior written consent of Georgia Power. Any proposed assignee of this Agreement shall (i) agree to assume assignor's obligations hereunder, and (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 Requirements that result from such assignment. Any assignment of this Agreement made in compliance with the preceding sentences shall constitute an acceptance and assumption of such 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; 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 the refinancing of the Facility; provided, further, that such collateral assignment shall not place any limitation on Georgia Power's rights under this Agreement or expand the liability, risks or obligations imposed on Georgia Power

under this Agreement. In connection therewith, Georgia Power agrees to execute a written consent to such collateral assignment should the financing party request such an assignment.

17.1.2 Georgia Power. Georgia Power may not assign this Agreement or any portion thereof to any Person other than a Creditworthy Affiliate subject to the jurisdiction of a state regulatory commission without the prior written consent of Seller.

17.2 Other Restrictions. 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.

17.3 General Requirements. Any consent required by Section 17.1.1 shall not be unreasonably withheld, conditioned or delayed; provided, however, that neither Party shall be required to accept any limitation of its rights under this Agreement or expansion of the liability, risks or obligations imposed on it under this Agreement (including changes in accounting treatment). It shall be reasonable for either Party to condition its consent required by this Article 17 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 shall be a condition of any assignment, transfer, Change of Control Transaction or other disposition with respect to this Agreement or the Facility that all security required under Section 5.1 shall 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 shall have been provided prior to such disposition.

17.4 No Partnership. Seller and Georgia Power do not intend for this Agreement to, and this Agreement shall not, create any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit.

17.5 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon any respective successors and permitted assigns of Seller and Georgia Power.

17.6 No Third Party Benefit. Nothing in this Agreement shall be construed to create any duty, obligation or liability of Georgia Power to any person or entity not a party to this Agreement.

17.7 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) shall have any liability whatsoever for any party's performance, nonperformance or delay in performance under this Agreement.

17.8 Time of Essence; No Waiver. Time is of the essence of this Agreement. Neither Georgia Power's nor Seller's failure to enforce any provision or provisions of this Agreement shall in any way be construed as a waiver of any such provision or provisions 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 Georgia Power or Seller of any right or remedy shall not constitute a waiver of its right to assert said right or remedy, at any time

thereafter, or any other rights or remedies available to it at the time of or any time after such waiver.

17.9 Amendments. This Agreement may be amended by and 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.

17.10 Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) 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 (d) on the third (3rd) Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications shall be sent to the respective Parties at the following addresses:

Georgia Power Company
241 Ralph McGill Boulevard N.E.
BIN 10213
Atlanta, Georgia 30308
Email: _____

Attention: _____

and if given to Seller shall be addressed to:

_____
_____
_____
Email: _____

Attention:

With copies to:

unless Georgia Power or Seller shall have designated a different officer or address for itself by written notice to the other.

17.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.12 Cross-References. All cross-references contained in this Agreement to Sections, are to the Sections of this Agreement, unless otherwise expressly noted.

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

17.14 Governing Law: Forum for Disputes. The validity, interpretation and performance of this Agreement, and each of its provisions, shall be governed by the laws of the state of Georgia. The Parties agree that the state and federal courts, as applicable, of the state of Georgia shall have exclusive jurisdiction for the resolution of disputes under this Agreement.

17.15 Confidentiality.

17.15.1 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: (i) for a period of five (5) years from the date hereof for Confidential Information contained in this Agreement; and (ii) for a period of five (5) years from the date of disclosure for additional Confidential Information disclosed during the Term, it shall 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.

17.15.2 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.

17.15.3 The terms of this Section 17.15 shall 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 17.15 shall apply for the life of such trade secret.

17.16 Press Releases. Any public statement concerning the transaction described herein shall be reviewed and agreed upon by the Parties before release to the public, which agreement shall not be unreasonably withheld, conditioned or delayed.

17.17 Photographs. Upon request, Seller shall provide Georgia Power with photographs of the Facility site for use by Georgia Power for informational purposes and for promoting awareness of the Advanced Solar Initiative program. Georgia Power will make no claims

regarding the ownership of Environmental Attributes and will not make any claims that will affect Seller's ability to sell RECs.

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

17.19 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 shall 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 17.10.

17.20 Entire Agreement. This Agreement (including the attached Appendices A through G, inclusive) constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties. 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 representations or information provided by one Party to the other Party not contained or incorporated herein.

17.21 Severability. In the event any term or provision of this Agreement or the application thereof to any person, entity, or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall 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 on the day and year first above written.

SELLER:

"Seller"

By: _____

Date: _____

GEORGIA POWER COMPANY

"Georgia Power"

By: _____

Date: _____

APPENDIX A

SOLAR ENERGY PAYMENT CALCULATIONS

The total annual Solar Energy payments to the Seller include Monthly Energy Payments plus an annual true-up payment or credit.

1. Determination of Monthly Energy Payments

In the event Seller delivered Solar Energy for the prior Annual Period that was greater than or equal to the Minimum Energy Contract Amount to the Point of Delivery, the Monthly Energy Payment ("MEP") shall be calculated as follows:

MEP = CEP * MDE * EPA

During the first Annual Period of this Agreement, and for the Annual Period following any Annual Period during which Seller delivered an amount of Solar Energy to the Point of Delivery that is greater than ninety percent (90%) of the Annual Energy Contract Amount, the EPA shall be set to one hundred percent (100%) and the calculation shown above will be used to calculate the Monthly Energy Payment.

In the event Seller delivered Solar Energy for the prior Annual Period that is less than the Minimum Energy Contract Amount to the Point of Delivery, the Monthly Energy Payment shall be calculated as follows:

MEP = MDE * Prevailing Rate

Where:

CEP = the Contract Energy Price for each Annual Period shall be as provided in Table A below:

Table A

Annual Period	($/MWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

13	
14	
15	
16	
17	
18	
19	
20	

MDE = the Monthly Delivered Energy is the amount of Solar Energy, in MWh, delivered by Seller from the Facility or from Alternate Resources to Georgia Power at the Point of Delivery during any given Month pursuant to this Agreement.

EPA = The Energy Payment Adjustment shall be calculated in accordance with Table B below based on the cumulative percentage of the Annual Energy Contract Amount delivered by the Seller to the Point of Delivery during the prior Annual Period ("Annual Delivery Percentage"). Georgia Power shall apply the Energy Payment Adjustment to the Monthly Energy Payment for the duration of the next Annual Period. During the first Annual Period of this Agreement, and for the Annual Period following any Annual Period during which Seller delivered an amount of Solar Energy to the Point of Delivery that is greater than the Maximum Energy Contract Amount, such Energy Payment Adjustment shall be deemed to be one hundred percent (100%). In the event a declared Force Majeure Event, a system emergency, or curtailment by Georgia Power or the interconnection provider causes Seller to be unable to deliver Solar Energy during the prior Annual Period that would result in the EPA being lowered for the next Annual Period, then prior to lowering the EPA, the Parties agree to estimate the number of hours during which delivery was affected by such events and adjust the EPA calculation accordingly. If the Parties fail to agree on the impact such failure to deliver by Seller has on the EPA, the Parties agree to resolve the matter pursuant to the provisions of Article 16.

Prevailing Rate = the lower of the prevailing CEP or AER.

Table B

Energy Payment Adjustment	**Annual Delivery Percentage for the prior Annual Period ("ADP")**
100%	ADP ≥ 90%
90.0%	90% > ADP ≥ 85%
80.0%	85% > ADP ≥ 75%
Prevailing Rate	75% > ADP ≥ 0%

AER = the Avoided Energy Rate shall be, for each hour of a given Month, the amount, in $/MWh that is equal to the avoided cost of generation on the Georgia Power territorial system for each hour of such Month as such is calculated by or on behalf of Georgia Power pursuant to the GPSC Order in Docket No. 4822.

ADP = the percentage of the Annual Energy Contract Amount delivered during the prior Annual Period.

2. **Determination of Annual True-up Payment or Credit**

At the end of each Annual Period, a true-up payment or credit will be calculated to true-up the total payments made to the Seller during the prior Annual Period to the annual payment show in Table C below ("Target Annual Payment"). The true-up payment or credit shall be equal to the Target Annual Payment minus the sum of the actual Monthly Energy Payment made to Seller to each Month.

Table C

Target Annual Payment	**Annual Delivery Percentage for the current Annual Period ("ADPC")**
Excess ADE Payment	ADPC ≥ 110%
100% * ADE * CER	110%> ADPC ≥ 90%
90.0%* ADE * CER	90% > ADPC ≥ 85%
80.0%* ADE * CER	85% > ADPC ≥ 75%
Prevailing Rate* ADE	75% > ADPC ≥ 0%

ADPC = the percentage of the Annual Energy Contract Amount delivered during the current Annual Period.

Excess ADE Payment = the Target Annual Payment in the event the ADPC is >= 110% of the Annual Energy Contract Amount for the Annual Period.

Excess ADE Payment = 110% * ECA * CER + Min(CER,AAC) *ECA* (ADP -110%)

ADE = the Annual Delivered Energy is the amount of Solar Energy, in MWh, delivered by Seller to Georgia Power at the Point of Delivery during the current Annual Period pursuant to this Agreement. In the event a declared Force Majeure Event, a system emergency, or curtailment by Georgia Power or the interconnection provider caused Seller to be unable to deliver Solar Energy during the prior Annual Period, the Parties agree to estimate the number of hours during which delivery was affected by such events and adjust the ADE accordingly. If the Parties fail to agree on the impact such failure to deliver by Seller has on the ADE, the Parties agree to resolve the matter pursuant to the provisions of Article 16.

AAC = the average hourly AER for the Annual Period.

APPENDIX B

FORM OF LETTER OF CREDIT

_____, 20__

[Name and Address
of Beneficiary]

Dear Sirs:

We hereby establish in your favor, for the account of [NAME OF ACCOUNT PARTY] ("[Account Party]"), with respect to the Agreement for the Purchase of Solar Energy from a Renewable Resource dated _____, 20__ between [Account Party] and you ("Beneficiary") (the "PPA"), our irrevocable standby letter of credit no. _____ (the "Standby Letter of Credit") whereby we hereby irrevocably authorize you to demand payment from us, in accordance with the terms and conditions hereinafter set forth, an amount not to exceed _____ United States Dollars (U.S. $_____).

Funds against this Standby Letter of Credit are available to you against your written demand(s) for payment delivered to us, referring thereon to the number and date of this Standby Letter of Credit, accompanied by a written and completed certificate executed by you in the form attached as Annex 1 hereto, with appropriate insertions. Multiple, partial demands may be made hereunder. Such available funds shall not directly or indirectly constitute funds or collateral deposited with or for the bank account by the [Account Party], or pledged with or for the bank's account by the [Account Party].

Delivery of such demands and such certificates shall be made on any day which 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 which may be designated by us in a written notice delivered to you. If such demand and such certificate are received at either such office, all in strict conformity with the terms and conditions of this Standby Letter of Credit, on or prior to the expiration date hereof, we hereby agree with you that we will duly honor the same within three (3) business days of such presentation. Notwithstanding the foregoing, Beneficiary may demand payment under this Standby Letter of Credit by telecopy or e-mail when promptly confirmed by written demand; however, actual disbursement of funds pursuant to a demand presented by telecopy or e-mail shall not occur until we are presented with the original Standby Letter of Credit.

This Standby Letter of Credit is effective immediately and expires at 5:00 p.m. (Atlanta time) on _____, 20__. It is a condition of this Standby Letter of Credit that it will be deemed automatically extended for successive periods of one year each from the present or any future expiration date (but in no event later than _____, 20__), unless we notify you, in writing, by

certified or registered mail at your respective addresses, not less than ninety (90) days prior to any such date, that we have elected not to extend such expiration date for such additional period.

We hereby undertake that we will not modify, revoke or terminate this Standby Letter of Credit without your written consent. Except as stated herein, payment of demands made under this Standby Letter of Credit is not subject to any condition or qualification. This Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall 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 shall not be deemed to incorporate herein by reference any document, instrument or agreement. Our obligations hereunder are primary obligations that shall not be affected by the performance or non-performance by [Account Party] of any obligations under any loan agreement or under any agreement between [Account Party] and you or between [Account Party] and us or between [Account Party] and its agents.

We hereby waive any right to set off and apply any and all deposits (general or special, time or demand, provisional or final) or collateral at any time held and other indebtedness at any time owing by us to or for the credit of or the account of [Account Party] against any and all of the obligations of [Account Party] now or hereafter existing to reimburse us for our disbursements under this Standby Letter of Credit; provided, however, that each such right shall be reinstated if it is determined that such right would not lead to our being released, prevented or restrained from or delayed in, honoring any demand for payment made in accordance with this Standby Letter of Credit. The foregoing waiver is intended to defeat any possible claim that honor of this Standby Letter of Credit, or of demand for payment made hereunder, may constitute a preferential transfer of the bankrupt account party's property securing our right of reimbursement. Nothing herein shall be construed to support the validity of any such claim, to support any delay in our obligation to honor this Standby Letter of Credit or to detract from the independence of our obligation to honor this Standby Letter of Credit at the times and in accordance with the terms stated and incorporated by reference herein.

This Standby Letter of Credit is transferable in its entirety (but not in part). Each letter of credit issued upon any such transfer and assignment may be successively transferred and assigned. Transfer of this Standby Letter of Credit to any transferee shall be affected by the presentation to us of this Standby Letter of Credit accompanied by a certificate in the form attached as Annex 2 hereto, with appropriate insertions. Upon such presentation we shall forthwith issue an irrevocable letter of credit to such transferee with provisions therein consistent with this Standby Letter of Credit.

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

Yours very truly,

[ISSUING BANK]

ANNEX 1

CERTIFICATE

Re: Agreement for the Purchase of Solar Energy from a Renewable Resource dated _____, 20__ between [Name of Account Party] ("[Account Party]") and [Name of Beneficiary] ("[Beneficiary]") (the "PPA").

The undersigned, each a duly authorized officer of [Beneficiary], hereby certify 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 PPA, an event has occurred under the PPA that entitles Beneficiary to demand payment under the Standby Letter of Credit in the amount of the demand accompanying this certificate (an example of such an event includes, without limitation, an Event of Default described in the PPA).

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 expiration date of the Standby Letter of Credit for an additional period past its then expiration 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 are each a duly elected and incumbent officer of [Beneficiary] and are authorized to execute and deliver this certificate and to draw upon the Standby Letter of Credit.

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

[BENEFICIARY]

By:
Title:

By:
Title:

ANNEX 2

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 shall hereafter have the sole rights as beneficiary thereof.

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

Very truly yours

[Beneficiary]

By:
Title:

By:
Title:

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 Agreement for the Purchase of Solar Energy from a Renewable Resource dated as of _____, 20__ (the "Agreement");

WHEREAS, the Beneficiary has required, as an inducement to enter into the Agreement, that Guarantor deliver to the Beneficiary this Guaranty or other Eligible Collateral 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, 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 shall in no event exceed the amount of Eligible Collateral required to be provided by Seller from time to time pursuant to Section 5.1 of the Agreement. If Company fails to pay or perform any Guaranteed Obligation, then Guarantor will immediately pay for or perform or cause the performance of such obligation 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 shall 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 shall 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;

(ii) any change, restructuring or termination of the corporate structure or existence of the Company or any of its subsidiaries;

(iii) any lack of validity or enforceability of 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 of the Beneficiary to commence an action against Company, including without limitation the provisions of O.C.G.A. Section 10-7-24, as amended;

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

(vii) except as provided in Section 2.3(c), any 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 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Beneficiary or any other Person upon the insolvency, bankruptcy, or reorganization of the Company, all as though such payment had not been made.

(b) No action which the Beneficiary shall take or fail 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, shall 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 shall 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, shall see fit, and all rights, powers, and remedies available to the Beneficiary in such event shall 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 shall nevertheless remain in full force and effect, and Guarantor shall remain liable for the entire balance of the Guaranteed Obligations even though any rights which 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.

(a) 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 shall extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the Agreement.

(b) 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; provided, however, that Guarantor shall have the same defenses available to the Company with respect to any payment obligations arising under the Agreement, except for defenses arising out of bankruptcy, insolvency, dissolution or liquidation of the Company.

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 shall be paid to the

Guarantor on account of such subrogation or similar rights at any time when all of the Guaranteed Obligations shall not have been indefeasibly paid in full, such amount shall be held by the Guarantor in trust for the Beneficiary and shall 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.

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 which 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 - ARTICLE 4 - MISCELLANEOUS

4.1 *Continuing Guaranty; Assignment*. This Guaranty is a continuing guaranty and shall (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 Beneficiary may not assign or delegate its rights or obligations under this Guaranty without the prior written consent of the Guarantor, which consent shall not be unreasonably delayed or withheld. 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) shall 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 which are required or may be given under this Guaranty shall be in writing and shall 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 shall 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 shall 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 shall operate as a waiver thereof; nor shall 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 should Guarantor be required to pay under this Guaranty.

4.5 *Entire Agreement; Amendments*. 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 shall 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.

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

4.7 *Governing Law; Consent to Jurisdiction*. (a) This Guaranty shall 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 shall 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 which 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 shall be prohibited or unenforceable shall 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 by its duly authorized representative as of the day and year first above written.

[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 Solar Energy and from a Renewable Resource dated _____ ___, 20__ between Georgia Power Company ("Georgia Power"), and _____ ("Seller") (the "Agreement"). Capitalized terms used herein shall have the meaning assigned in the Agreement.

The undersigned individual, being the Chief Financial Officer of Seller and having responsibilities for financial accounting matters associated with the Agreement, hereby certifies that the Agreement most likely WILL (_____)/WILL NOT (_____) require the Seller, at any time over the proposed Agreement Term, to deconsolidate on its books and records any assets, liabilities, cash flow, profits or losses of Seller where Georgia Power is 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:

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

_____Yes

_____No (please explain)

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

_____Yes (please explain)

_____No (please explain)

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

_____Yes

_____No

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

_____Yes

_____No

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

_____Yes

_____No

The Agreement term is for greater than 50% of the remaining economic life of the unit.

_____Yes

_____No

The Agreement is for substantially all of the proposed Seller's productive output.

_____Yes

_____No

Georgia Power and/or its affiliates participated significantly in the design or redesign of the Seller's Facility.

_____Yes

_____No

The percentage that the Facility's fair value represents of the fair value of the proposed Seller's total assets, is approximately _____ %.

_____Yes

_____No

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 attachments) has been completed in full and agrees with our records as of the date hereof.

By:

Title:

Company:

Date:

APPENDIX E

FACILITY SITE

The Facility site shall be defined as:

The land, rights-of-way and related equipment and facilities of the ____ MWAC electric generating plant known as _____ located at _____. The GPS Coordinate Location is _____ latitude and _____ longitude.

DRAFT

[NOTE: If Seller has elected to receive annual pricing that is below the Threshold Price Curve shown in Attachment H of the RFP, in all Annual Periods, this Appendix F shall be deleted.]

APPENDIX F

ACCOUNT BALANCE

For each Annual Period the Account Balance amount and the Front Load Security Letter of Credit amount shall 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	

*Annual Adjustment Period is based on the calendar year.

APPENDIX G

ANNUAL ENERGY CONTRACT AMOUNT

Annual Period	Annual Energy Contract Amount (MWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	