Pro Forma Georgia Power ASI-PRIME PPA

AGREEMENT FOR THE PURCHASE OF

SOLAR ENERGY AND ENVIRONMENTAL ATTRIBUTES

FROM A RENEWABLE RESOURCE

Between

[SELLER]

and

GEORGIA POWER COMPANY

Dated as of _____, 2014

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AGREEMENT FOR THE PURCHASE OF SOLAR ENERGY AND ENVIRONMENTAL ATTRIBUTES FROM A RENEWABLE RESOURCE

This Agreement for the Purchase of Solar Energy and Environmental Attributes from a Renewable Resource ("Agreement") is entered into this _____ day of _____, 2014 ("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 and Environmental Attributes to be generated by the Facility and made available for sale to Georgia Power consistent with the Georgia Public Service Commission's ("GPSC") Orders in Docket Nos. 36325 and 36498; and

WHEREAS, the Parties desire to set forth the terms and conditions upon which the sale and purchase of Solar Energy and the associated Environmental Attributes 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, shall have the respective meanings set forth below.

"**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 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.

"**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 Energy Contract Amount**" or "**AECA**" - 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, 2016/2017.

"**ASI-Prime**" – means, for purposes of this Agreement, the Solar Energy to be procured in 2015 and 2016 pursuant to the GPSC Order in Docket No. 36498.

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

"**Change of Control Transaction**" - in respect of a Person means any transaction or series of related transactions which, if consummated, would result in such Person being an Affiliate of another ultimate parent entity immediately after such transaction. For purposes of this definition, a Person's ultimate parent entity is the Person who directly or indirectly controls fifty percent (50%) or more of such Person's outstanding capital stock or other equity interests having ordinary voting power and which 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 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.

"**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.

"**Curtailed Energy**" or "**CE**" – has the meaning set forth in Section 7.6.1, and Appendix A.

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

"**Daylight Period**" – means the period of time during each Day that commences at sixty (60) minutes prior to the time of sunrise on such Day, and ends sixty (60) minutes after the time of sunset on such Day with the time of "sunrise" and "sunset" determined for Atlanta, Georgia for such Day by the National Weather Service.

"**Deemed Delivered Energy**" or "**DDE**" – has the meaning set forth in Section 7.6.2, and Appendix A.

"**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.

"**Distribution Provider**" – means Georgia Power as the owner or operator of Georgia Power's distribution system.

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

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

"**Electrical Products**" - means all electrical products produced by or related to the Facility, including spinning reserves, operating reserves, balancing energy, regulation service, reactive power and voltage control, frequency control and other ancillary service products, or any similar benefit Georgia Power otherwise would have realized from or related to the Facility if Georgia Power rather than Seller had constructed, owned or operated the Facility, it being the Parties' intent that all such benefits and entitlements in addition to electrical output that flow to the owner or operator of the Facility belong to Georgia Power at no additional cost to Georgia Power.

"**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 fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates and renewable energy credits ("RECs")), howsoever entitled and whether known or unknown, whether existing as of the Effective Date or in the future, and whether or not such Environmental Attributes have been certified or verified under any renewable standards or otherwise that arise or result from the generation of Solar Energy. Environmental Attributes include any such Environmental Attributes that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, licensing requirement, verification or certification procedure, federal contract, or other environmental program, incentive mandate or objective, in each case whether voluntary or mandatory, and whether created by a Legal Requirement, or by any Governmental Authority, partnership, coalition, advisory committee, or independent certification board, group or scientific panel. Environmental Attributes include the exclusive right to report such Environmental Attributes to

any Governmental Authority or other Person. Environmental Attributes do not include: (a) any state or federal production tax credits associated with the Facility; (b) any investment tax credits and any other tax credits associated with the Facility; (c) Grants in Lieu of investment tax credits or any similar financial payment or grant with respect to the Facility or the metered electric energy output thereof; or (d) the metered electric energy produced by the Facility.

"**Extended Force Majeure Event**" - has the meaning set forth in Section 15.6.1.

"**Event(s) of Default**" - has the meanings set forth in Section 11.1 for Seller and Section 11.2 for Georgia Power.

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

"**Facility**" - means all 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. 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 shall be considered a part of the Facility except for those that constitute Interconnection Facilities.

"**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 15.6 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 Section 5.2.

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

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

"**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 the Georgia Integrated Transmission System, for the purposes of generating, transmitting and receiving electric energy.

"**Governmental Authority**" or "**Governmental Authorities**" - means any federal, state or local governmental or regulatory authority, administrative agency, commission, department, board or court that has jurisdiction over either of the Parties to this Agreement or the subject matter of this Agreement, 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**" - means the specific transmission line and substation facility additions and modifications that are owned by a Transmission or Distribution Provider and that are necessary to provide the physical electrical connection between the generator's facilities and the Georgia Power Electric System at the Point of Interconnection.

"**Interconnection Study**" – means the transmission study performed by the Transmission/Distribution Provider in which such provider determines the Facility's potential impacts on the Georgia Power Electric System and determines the necessary Interconnection Facilities, the related estimated costs, and the schedule of construction.

"**Interconnection Study Agreement**" - means an agreement between Seller and the Facility's Transmission/Distribution Provider in which such provider agrees to study the Facility's potential impacts on the Georgia Power Electric System 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.

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

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

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

"**Letter of Credit**" - means a standby letter of credit, 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.

"**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(s)**" - 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**" - means megawatt alternating current.

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

"**National Weather Service**" shall mean the National Weather Service, a component of NOAA, or successor thereto.

"**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.

"**NOAA**" – means the National Oceanic and Atmospheric Administration, or successor thereto.

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

"**Operating Committee**" - means the committee established pursuant to Section 4.7.

"**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 set forth in Section 5.1.

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

"**Point of Delivery**" - means the point where Seller shall deliver Solar Energy from the Facility to Georgia Power pursuant to this Agreement as determined by Georgia Power.

"**Point of Interconnection**" - means the point at which the Facility is interconnected to the Georgia Power Electric System, or the Georgia Integrated Transmission System, as defined in the Interconnection Agreement with the applicable Transmission or Distribution Provider and as illustrated in Appendix I.

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

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

"**Prime Contract**" - has the meaning set forth in Section 12.4.

"**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 11:59 pm Eastern Prevailing Time on December 31, 2015/2016, or such later date if extended pursuant to the provisions of Sections 6.1.3 or 15.2.

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

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

"Scheduled Outage(s)" – has the meaning set forth in Section 4.4.1.

"**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.

"**Site**" – has the meaning set forth in Appendix E.

"**Solar Energy**" - means the electricity, including all the associated Environmental Attributes and Electrical Products, produced by the Facility by converting sunlight into energy using photovoltaic cells, and obligated to be sold to and purchased by Georgia Power under this Agreement, excluding electric energy produced in connection with testing, start-up or commissioning of the Facility.

"**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).

"Station Service" - means energy that is used to serve the electrical requirements of the Facility, and includes the step-up transformer losses and line losses between the Facility and the Point of Delivery.

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

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

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

"**Transmission Provider**" - means the owner or operator of the transmission system responsible for providing transmission interconnection service to the Georgia Power Electric System or the Georgia Integrated Transmission System.

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

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

1.2 Interpretation.

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

1.2.2 In this Agreement, unless the context otherwise requires, the singular 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.

1.2.3 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.

1.2.4 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.

1.2.5 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.

1.2.6 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.

1.2.7 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.

1.2.8 Whenever the term "consent" or "approval" is used herein, such consent or approval shall not be unreasonably 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 Facility. The Facility consists of the solar powered electric generation facilities with a total capability at the Point of Delivery of _____ kW of electric power, as further described in Appendix E.

2.2 Consents. 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 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 the Facility.

2.2.2 Georgia Power will use 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.

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

2.3 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. 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 Facility shall be completed in accordance with Prudent Industry Practices and all applicable Legal Requirements. Seller shall use diligent efforts to achieve Commercial Operation of the Facility on or before the Required Commercial Operation Date and to otherwise carry out its obligations under this Agreement. The Facility 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) Georgia Power is able to receive such Solar Energy at the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices; (iii) 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 (iv) 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 applicable Consents required under Legal Requirements to be obtained by Seller at the time of Commercial Operation of the Facility for the construction, ownership, operation and maintenance of the Facility in accordance with this Agreement.

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 not have the right to receive any Monthly Energy Payments until Commercial Operation, and shall 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
1-9	47

For example, if the $/MWh value is $47 and the "Annual Energy Contract Amount" in Appendix G is fifteen hundred (1,500) MWh and the Seller fails to achieve Commercial Operation until one hundred (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) nine (9) Months after the Required Commercial Operation Date. Events (ii) and (iii) shall be considered Events of Default; provided, however, if Seller is paying liquidated damages as described above, this Agreement shall not terminate pursuant to this Section 2.5 until the occurrence of the events described in (ii) or (iii) above.

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.

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 accrued or then owed and not paid under this Agreement; and (ii) any other obligations that this 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 modification or conditions, or if subject to modification or conditions, only such modification 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 modification or conditions, only such modification 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 modification or conditions, Georgia Power shall have a unilateral right to terminate this Agreement if such modification 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 modification or conditions and, if so, whether the modification 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, Georgia Power shall promptly return the Performance Security to Seller and thereafter, neither Party shall have any further obligation to the other Party hereunder.

3.3.3 GPSC: Recovery of Payments from Ratepayers. Notwithstanding any other provision of this Agreement, if Georgia Power at any time during the Term of this Agreement is denied the authorization of the GPSC to recover from its ratepayers any or all of the payments already made or required or contemplated to be made to Seller pursuant to this Agreement, Georgia Power may, at its sole discretion, (a) collect a lump-sum payment from Seller equal to the amount of any payments already made to Seller for which the GPSC denied recovery and (b) adjust the payments made under this Agreement to the amount which Georgia Power is authorized to recover from its ratepayers. Notwithstanding anything to the contrary in this Agreement, neither Party shall seek to have the GPSC deny such authorization on its own initiative for reasons solely related to changed economic circumstances or market conditions affecting this Agreement.

3.3.4 Preservation of Terms. 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 the "public interest" application of the "just and reasonable" standard of review in United Gas Pipe Line Co., v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956), and clarified by NRG Power Marketing LLC v. Maine Public Utility Commission, 130 S. Ct. 693 (2010).

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) hourly energy forecasting; (v) daily energy reports; (vi) Facility operations log; (vii) reactive power output; (viii) technical limitations of Facility operation; (ix) coordination of maintenance scheduling; (x) designation of

Confidential Information; (xi) the procedure for substantiating the transfer of Environmental Attributes under this Agreement; (xii) the verification of information with respect to the production of Environmental Attributes transferred to Georgia Power hereunder for purposes of certification; and (xiii) such other matters as the 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, provided that (a) such access shall not materially interfere with the testing or operations of the Facility, and (b) Georgia Power complies with rules and regulations of Governmental Authorities having jurisdiction with respect to the Facility and with the Seller's reasonable policies and procedures applicable to the Facility including those with respect to safety.

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 for Georgia Power to determine whether Seller constitutes a VIE and the Agreement represents a VI. To the extent such inspection requires access to confidential information of Seller, such information shall constitute Confidential Information subject to the provisions of Section 17.16 of this Agreement.

4.4 Scheduled Maintenance.

4.4.1 Seller shall submit to Georgia Power, before October 1 of each calendar year, a schedule of planned Facility outages during which maintenance will be performed for the next calendar year ("Scheduled Outages") (provided that Seller shall submit the first such schedule for the first Annual Period no later than ninety (90) Days before the commencement of the first Annual Period); provided, however, that: (i) Seller shall only conduct Scheduled Outages of the Facility during either (a) times that do not occur during a Daylight Period, or (b) a Daylight Period occurring in the Month of December; and (ii) there shall be no more than twenty (20) Scheduled Outage Hours during the total aggregate Daylight Periods of any given Month of December. Georgia Power shall have thirty (30) Days to review the proposed schedule of Scheduled Outages and may approve or reject such schedule in whole or in part, and may suggest alternative dates for Scheduled Outages. Scheduled Outages are subject to the prior approval of Georgia Power. Seller shall resubmit revised schedules for Scheduled Outages to Georgia Power within thirty (30) Days after Georgia Power's disapproval of a previous schedule, and Georgia Power and Seller agree to use commercially reasonable efforts to promptly develop schedules for Scheduled Outages that are mutually acceptable to the Parties.

4.5 Station Service. Seller shall be required to enter into a separate standard retail agreement with Georgia Power (or another appropriate entity permitted to serve customers at the

Facility's location) for Station Service not directly provided by the Facility and will be responsible for bearing all associated costs.

4.6 Unplanned Outages. In addition to Scheduled Outages, Seller shall use commercially reasonable efforts to promptly notify Georgia Power of any event or condition (other than lack of or variations in sunlight) that will result in the Facility not being able to produce Solar Energy or a reduction of ten percent (10%) or more in the generating capability of the Facility, in either case, for more than sixty (60) consecutive minutes, including forced outages at the Facility and Force Majeure Events affecting the Facility. Such notices shall contain information describing such event or condition, the beginning date and time of such event or condition, the expected end date and time of such event or condition, the amount of Solar Energy that Seller expects will be provided during such event or condition, and any other information reasonably requested by Georgia Power. With respect to any such event or condition, Seller shall provide Georgia Power with such notice by any reasonable means required by Georgia Power, including by telephone or electronic mail.

4.7 Operating Committee.

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

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

4.8 Availability Forecasting.

4.8.1 Seller shall provide Georgia Power with forecasts of the delivery of energy under this Agreement as described below. Such availability forecasts shall include the updated status of all Facility equipment that may impact availability. Seller shall use commercially reasonable efforts to forecast the delivery of energy under this Agreement accurately and to transmit such information in a format reasonably acceptable to Georgia Power. Georgia Power and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to accommodate changes to operating and scheduling procedures of Georgia Power.

4.8.2 No later than: (i) the earlier of September 1 preceding the first Annual Period or forty-five (45) Days prior to the commencement of the first Annual Period; and (ii) September 1 of each calendar year for every subsequent Annual Period, Seller shall provide to Georgia Power a non-binding forecast of the Hourly delivery of energy under this Agreement for an average Day in each Month of the following calendar year in a form reasonably acceptable to Georgia Power.

4.8.3 Ten (10) Business Days before the commencement of the first Annual Period, and thereafter ten (10) Business Days before the beginning of each Month during the Term, Seller shall provide to Georgia Power a non-binding forecast of the Hourly energy deliveries under this Agreement for each Day of the following Month in a form reasonably acceptable to Georgia Power.

4.8.4 No later than 5:00 a.m. (Central Prevailing Time) of each Day, Seller shall provide Georgia Power a non-binding forecast of energy deliveries under this Agreement for the remainder of such Day and the following seven (7) Days in a form reasonably acceptable to Georgia Power. Each such notice shall clearly identify, for each Hour, Seller's forecast of all deliveries of energy pursuant to this Agreement. In the event that Seller foresees that actual deliveries under this Agreement for any Day will be materially different than a forecast previously provided for such Day, Seller shall, as soon as reasonably possible, provide notice to Georgia Power of such change and an updated forecast. The Operating Committee shall determine what constitutes such a material change and identify the Operating Representative of Georgia Power that should receive notice of such change.

4.9 Weather Station.

4.9.1 No later than sixty (60) Days prior to the Commercial Operation Date, Seller, at its own expense, shall install and maintain at least one stand-alone meteorological station at the Facility Site to monitor and report the meteorological data required under Section 4.9.2. Seller shall maintain the meteorological station as necessary to provide accurate data with respect to the location of the Facility.

4.9.2 Data and Installation and Maintenance of Weather Station. Upon Commercial Operation, and continuing through the end of the Term, Seller shall record and maintain the following data:

(i) real power production by the Facility for each Hour;

(ii) changes in operating status and maintenance events;

(iii) any unusual conditions found during inspections;

(iv) any significant events related to the operation of the Facility; and

(v) one (1) minute and Hourly time-averaged measurements from data samples at ten (10) seconds or greater frequency for the following parameters at the Facility: total global horizontal irradiance, total global radiation within the plane of the array, air temperature, relative humidity, precipitation, barometric pressure, back of module surface temperature and other pertinent meteorological conditions.

Georgia Power shall have real-time access to the required meteorological data at a frequency not to exceed every five (5) minutes. Seller shall provide Georgia Power a report within thirty (30) Days after the end of each Month that provides the foregoing information for such Month as well as any other additional information that Georgia Power reasonably requests regarding the operation of the Facility that is collected and maintained by Seller in the ordinary course of Facility operations. Georgia Power reserves the right to validate any of the meteorological data provided by Seller with information publicly available from NOAA and nearby weather stations.

4.9.3 Seller shall make available to Georgia Power all data from any weather monitoring portals Seller elects to install at the Facility Site.

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
Effective Date through RCOD		35
From 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 escalates at 3% or more, this Section 5.2 shall be deleted.]

5.2 Pricing Security.

5.2.1 Seller has elected to receive payments that escalate at less than three percent (3%), 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 one (1) calendar year, 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/Distribution Provider other than Georgia Power, this Article may 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 use diligent efforts to execute an Interconnection Agreement with the appropriate Transmission/Distribution Provider within thirty (30) Days of being presented with an executable version of the Interconnection Agreement. 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 17.11. 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 up to the

Point of Interconnection with the Georgia Power Electric System or Georgia Integrated Transmission System. Seller is responsible for determining all transmission and/or distribution-related rules, practices and policies with which it must comply.

6.1.3 The Interconnection Agreement outlines the expected duration to construct the Interconnection Facilities. Pursuant to Section 6.1.2, Seller is required to execute the Interconnection Agreement in a timely manner. If (i) according to the Interconnection Agreement, the expected duration of construction of the Interconnection Facilities extends beyond RCOD, or (ii) the interconnection to the Facility is not in place for reasons not solely caused by any action or inaction on the part of Seller, and, in either case as a result, Seller fails to achieve Commercial Operation on or before the 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) Days written notice to Georgia Power. Upon a termination pursuant to this Section 6.1.3, neither Party shall have any further obligation to the other Party hereunder.

6.1.4 If the Parties reasonably determine that Commercial Operation will not be achieved prior to December 31, 2016 for reasons wholly and solely caused by the inability of the Transmission/Distribution Provider to construct Interconnection Facilities and not caused by a delay by Seller failing to comply with the timeframes outlined in the Interconnection Agreement or otherwise caused by actions or inactions of Seller that contributed to or causes such delay in construction of the Interconnection Facilities, Seller shall be entitled to terminate this Agreement by giving written notice thereof to Georgia Power, provided, however, such notice shall be provided to Georgia Power prior to December 31, 2016. If the Facility does not reach Commercial Operation, and if grid costs beyond the Point of Interconnection were incurred, Seller shall owe and be liable for such costs. Thereafter, this Agreement shall terminate and neither Party shall have any further obligation to the other.

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, including the transfer of all Environmental Attributes associated with such Solar Energy. 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. Any sale and purchase of Solar Energy under this Agreement shall include the transfer of any Environmental Attributes

associated with such Solar Energy from Seller to Georgia Power at the time the Solar Energy is delivered to the Point of Delivery.

7.2 Testing and Test Energy and Associated Environmental Attributes. Seller shall not commence initial deliveries of Solar Energy to the Point of Delivery without the prior written consent of Georgia Power. Georgia Power shall purchase Solar Energy (including associated Environmental Attributes) 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. Georgia Power shall cooperate with Seller to facilitate Seller's testing of the Facility necessary to achieve Commercial Operation, including coordination of the production and delivery of test energy. Seller 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 escalates at 3% or more, 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 or Electrical Products 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). For the avoidance of doubt, nothing in this Section 7.5 shall be construed to abrogate the obligation to sell and purchase renewable energy pursuant to PURPA.

7.6 Curtailment of Energy Deliveries.

7.6.1 Georgia Power shall be entitled to require Seller to curtail or cease the delivery of Solar Energy at Georgia Power's discretion due to operational reasons associated with load balancing for a maximum of twenty (20) hours per Annual Period. Seller shall comply with any such requirement as directed by Georgia Power. The amount of energy curtailed shall be considered Curtailed Energy and will be included in the Annual Delivery Percentage and will not be included in Annual or Monthly Delivered Energy calculations in Appendix A.

7.6.2 In the event Georgia Power requires Seller to curtail or cease delivery of Solar Energy due to operational reasons associated with load balancing for more than twenty (20) Hours per Annual Period, the non-delivered Solar Energy in excess of twenty (20) Hours per Annual Period shall constitute Deemed Delivered Energy, which will be included in both the Annual Delivery Percentage and Annual and Monthly Delivered Energy calculations in Appendix A.

7.6.3 In the event Georgia Power exercises its rights to curtail or cease the delivery of Solar Energy as provided in Sections 7.6.1 or 7.6.2, the amount of Curtailed Energy and Deemed Delivered Energy shall be estimated by an agreed upon methodology approved by the Operating Committee utilizing the then current meteorological data.

7.7 Provision of Environmental Attributes. In consideration of the purchase of Solar Energy under this Agreement, Seller shall transfer, deliver and otherwise provide to Georgia Power all Environmental Attributes associated with such Solar Energy.

7.7.1 All Environmental Attributes provided by Seller to Georgia Power under this Agreement shall be sourced from the Facility.

7.7.2 Georgia Power shall have exclusive rights to all Environmental Attributes associated with the Solar Energy, which shall include the exclusive right to: (i) claim that energy from the Facility was generated from a renewable type of fuel; (ii) report that it owns the Environmental Attributes to any Governmental Authority or other party for compliance with any Legal Requirement or other purposes; and (iii) claim the Environmental Attributes to customers or potential customers for purposes of marketing and advertising, provided, however, Seller and its Affiliates shall be entitled to issue marketing materials and other statements regarding their respective operations and business activities but only so long as the issuance of such materials and statements does not reduce the economic value to Georgia Power of the Environmental Attributes to be transferred hereunder or otherwise reduce Georgia Power's claims to such Environmental Attributes or result in the double counting of such Environmental Attributes.

7.7.3 Seller shall maintain and provide to Georgia Power (or, if directed by Georgia Power, other applicable Persons) such information as may be necessary to substantiate, account for, and track the quantity of Environmental

Attributes associated with the Facility, including all information necessary for Georgia Power to comply with the requirements of any Governmental Authority or other certifying or standard-setting body relating to the Environmental Attributes to be provided under this Agreement. Seller shall provide Georgia Power with attestations regarding the accuracy of such information as reasonably requested by Georgia Power. Georgia Power shall have the right to disclose such information publicly or to any third party, without the prior consent of Seller, as reasonably required in connection with the operation of Georgia Power's business, including disclosures: (i) to any entity or person that purchases the Environmental Attributes from Georgia Power; (ii) to any Governmental Authority; (iii) to any auditors or any Person that certifies or sets standards with respect to Environmental Attributes; and (iv) as necessary for Georgia Power to defend, verify or substantiate its ownership of the Environmental Attributes under this Agreement.

7.7.4 In no way shall the right to, transfer of, or acquisition of Environmental Attributes under this Agreement be deemed to cause Georgia Power to be deemed an owner or operator of the Facility or in any way cause Georgia Power to be responsible for the Facility's compliance with any Legal Requirements.

ARTICLE 8: MONTHLY 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 (and the Environmental Attributes associated with such Solar Energy) 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 over/under payment, 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, 2016/2017. If the Facility has not reached Commercial Operation by 11:59 p.m. Eastern Prevailing Time on December 31, 2015/2016, 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, any charter, bylaw, operating agreement or other formation or organizational document of Seller, or any deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound.

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 or that could reasonably be expected to have a material adverse effect on Seller.

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 for which Georgia Power is the Primary Beneficiary as a result of this Agreement considered individually or together with any other power purchase agreements between Seller and Georgia Power. At the time of execution of this Agreement and thereafter prior to each anniversary of the 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 distribution system, and is eighty (80) MW or less in size, 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 PURPA and the GPSC's orders in Docket Nos. 4822 and 19279.

10.1.9 Seller shall enter into the Interconnection Agreement and remain in compliance with the Interconnection Agreement.

10.1.10 With respect to the Environmental Attributes provided to Georgia Power under this Agreement, Seller represents, warrants and covenants throughout each Annual Period that:

10.1.10.1 Seller has, and shall transfer to Georgia Power good and marketable title to such Environmental Attributes;

10.1.10.2 Seller has the right to, and shall, deliver and provide all Environmental Attributes (and all rights, title and interest to such Environmental Attributes) to Georgia Power free and clear of any liens, taxes, claims, security interests and any other encumbrances;

10.1.10.3 Seller has not sold or transferred any of the Environmental Attributes to any other Person;

10.1.10.4 The Environmental Attributes are separate from the electric energy generated by the Facility;

10.1.10.5 Neither the Environmental Attributes nor the electric energy that was generated with the Environmental Attributes have been utilized by Seller or any Person (other than Georgia Power or any person to whom Georgia Power sells or transfers the same) to satisfy or comply with any Legal Requirement or any voluntary or involuntary renewable energy requirement or standard, including any renewable portfolio standard, renewable energy standard or any other similar standard or requirement;

10.1.10.6 The Environmental Attributes include all those products or rights relating to greenhouse gases and all green certificates, green tags, renewable certificates and renewable energy credits, in each case as specified in and required by the definition of Environmental Attributes, and they have not been used to satisfy or comply with other greenhouse gas or carbon reduction requirements, standards, obligations, or initiatives. The electric energy that was generated with the Environmental Attributes has not been sold, separately marketed or otherwise separately represented as renewable energy by any other person;

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

10.1.10.8 Except as permitted under Section 7.7.2, neither Seller nor any of its Affiliates has made any claim or statement in any form that the energy that was generated with the Environmental Attributes was generated from solar rays or other sustainable, perpetual, renewable or other particular type of fuel, including: (i) in any marketing or advertising materials; (ii) any product content label or other disclosures regarding fuel mix; (iii) any reports under any emissions trading program, public or private; or (iv) any report or disclosure for purposes of complying with a Legal Requirement of meeting any renewable portfolio standard, renewable energy standard, or carbon reduction initiative (whether voluntary or involuntary);

10.1.10.9 No Environmental Attributes required to be transferred to Georgia Power under this Agreement violate any applicable rules or requirements of any certification authority (whether with respect to voluntary or involuntary certification) pertaining to double counting; and

10.1.10.10 Seller shall not be entitled to separate or additional compensation for Environmental Attributes beyond the Monthly Energy Payment as calculated in accordance with this Agreement.

10.1.11 Nothing in Section 10.1.10 shall be interpreted or construed as relieving or diminishing any obligation of Seller to provide Environmental Attributes that are in conformance with the requirements of Section 7.7.

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 charter, bylaw, or other formation or organizational document of Georgia Power, or any agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Georgia Power is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

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 after the time such Solar Energy is delivered by Seller to the Point of Delivery; and (ii) Environmental Attributes received by Georgia Power arising after the time such Environmental Attributes are 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 (i) Seller sells Solar Energy from the Facility to a third party during any Annual Period, except for any sales solely attributable to any additional or expanded portion of the Facility for which Seller had complied with Section 7.5 and Georgia Power has declined to accept the offer for such Solar Energy under Section 7.5, or (ii) makes any solar energy sales from the Facility in violation of PURPA, as applicable.

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 Seller fails to provide Georgia Power with the Minimum Energy Contract Amount for two consecutive Annual Periods, provided, however, that any Curtailed for an Annual Period shall count toward to the Minimum Energy Contract Amount for such Annual Period for the purpose of this Section 11.1.4.

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 Seller cooperates with Georgia Power during the cure period and Seller takes commercially reasonable actions (without causing a material adverse effect on Georgia Power) necessary to bring about a determination by Georgia Power and its independent auditor that Seller does not constitute a VIE in Georgia Power's or any of its Affiliates' financial statements for which Georgia Power is the Primary Beneficiary as a result of this Agreement; provided, further, if Georgia Power becomes a Primary Beneficiary by no fault of Seller and a cure cannot be effected within the cure period, Georgia Power may terminate this Agreement and Seller 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 17.1.2 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
Effective Date through RCOD		35
From RCOD through the Remainder of Term	Annual Period 1-5:	70
	Annual Period 6-10:	60
	Annual Period 11-20:	50

11.4 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSE HEREOF FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGE IS PROVIDED, AND IN SUCH EVENT SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. 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. 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.

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

11.6 Duty to Mitigate. Notwithstanding any other provision of this Agreement, each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

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 diligent efforts to apply for promptly and to pursue 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.

12.4 Federal Acquisitions Regulations Compliance. Georgia Power is a government contractor under an Areawide Public Utilities Contract with the General Services Administration of the United States Government, Contract # GS-00P-06-BSD-0472 ("Prime Contract"). Seller agrees that each of the clauses contained in the Federal Acquisition Regulations referred to below, shall, as if set forth herein in full text, be incorporated into and form a part of the Agreement, and Seller shall comply therewith to the extent required by applicable law:

(1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995);

(2) 52.203-7 Anti-Kickback Procedures (JUL 1995);

(3) 52.219-9 Small Business Subcontracting Plan (JUL 2005);

(4) 52.222-21 Prohibition of Segregated Facilities (FEB 1999);

(5) 52.222-26 Equal Opportunity (APR 2002).

Georgia Power will provide the full text of any of the above regulations to Seller upon written request from Seller.

12.5 Representation as to Government Contracting Status. Seller represents and warrants that neither it nor any of its Affiliates is, as of the execution of this Agreement, to the best of its knowledge, debarred, suspended or proposed for debarment as a contractor or subcontractor to any department, agency or other division of the United States Government.

12.6 Obligations Regarding FAR 52.219-9. If subject to the requirements set forth in Federal Acquisition Regulation 52.219-9, Seller shall, upon request from Georgia Power, provide to Georgia Power a copy of its most-recently submitted Standard Form 294 or 295 related to the performance of this Agreement. Seller shall only be obligated to comply with this request one time in each applicable SF 294 or 295 reporting period.

12.7 Representation Regarding Gratuities. Seller represents that neither it nor any of its Affiliates has offered or given a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of any Governmental Authority, with the intent to obtain favorable treatment under the Prime Contract, or this Agreement. Seller further agrees that, during the term of this Agreement, it shall not knowingly offer or give a gratuity to an officer, official, or employee of any Governmental Authority, with the intent to obtain favorable treatment under the Prime Contract, or this Agreement.

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, agents, officers, directors, employees, members and permitted assigns ("Indemnified Party") against all claims, liability, fines, costs or expenses 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 to perform 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 negligence or willful misconduct of the Indemnifying 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 prejudices the Indemnifying Party. 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' compensation policy.

14.4 General Liability Insurance. The insurance policy 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). *[NOTE: If Seller offers a Facility of one hundred (100) MW in size or larger, this amount will increase from five million ($5,000,000.00) to ten million ($10,000,000.00), per occurrence.]*

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, with the exception of 10 days' notice for nonpayment of premium. If notice of cancellation is only commercially available to the Seller's attention, then Seller shall forward such thirty (30) Day (or 10 days for non-payment of premium) 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, unless 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, unless such costs or availability changes result directly from an event that would otherwise constitute a Force Majeure Event; (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. The Monthly Energy Payment and the annual true-up payment shall be adjusted, in accordance with the provisions of Appendix A, in the event of a

declared Force Majeure Event, a system emergency, or curtailment by Georgia Power or the Transmission/Distribution Provider.

15.5 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.

15.6 Extended Force Majeure Event.

15.6.1 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.

15.6.2 While a Force Majeure Remedy Plan is in effect, the Party prevented from performing its obligations due to the Extended Force Majeure Event 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.

15.6.3 The Party not prevented from performing its obligations due to the Extended Force Majeure Event may at any time terminate this Agreement effective upon ten (10) Days prior written notice to the other Party if: (i) the affected Party fails to provide a Force Majeure Remedy Plan as required by this Section 15.6; (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 15.6.3, 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.

15.6.4 Upon termination of this Agreement as provided in this Section 15.6, 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. Subject to the limitations of Section 11.5, and except as provided in Section 16.7, 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 JAMS Comprehensive Arbitration Rules and Procedures (the "Rules") of Judicial Arbitration and Mediation Services ("JAMS") then in effect, including its evidentiary and procedural rules, except as modified herein. It is the Parties' intent that any arbitration, including the selection and qualification of arbitrators, 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 ten (10) 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 seven (7) 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 twenty (20) 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 17.11. 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 ten (10) Days of receiving the Impasse Notice. The two party-nominated arbitrators shall be deemed neutrals and not the representative of the

appointing party. The two (2) arbitrators (the "Party-Appointed Arbitrators") shall appoint a third arbitrator (the "Third Arbitrator"). All arbitrators 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; further, the Third Arbitrator shall be independent of the Parties 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 ten (10) Days from initiation of arbitration, then the Third Arbitrator shall be selected by JAMS with due regard given to the selection criteria above and input from Seller, Georgia Power and the Party-Appointed Arbitrators. Parties shall undertake to request JAMS to complete selection of the Third Arbitrator no later than sixty (60) Days from initiation of arbitration. Costs charged by JAMS for this service shall be borne by the Parties equally.

16.3.3 In the event JAMS should fail to select the Third Arbitrator within sixty (60) Days from initiation of arbitration, then either Party may petition a court of competent jurisdiction in Atlanta, Fulton County, Georgia to select the Third Arbitrator. Due regard 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 ninety (90) 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 Rules, 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 thirty (30) Days

following conclusion of the hearing by means of a reasoned decision; 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. 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. Each Party shall indicate its acceptance or rejection of the decision by notifying the opposing Party within ten (10) days after issuance of the decision. 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; provided, however, that no Party shall recover consequential, special, indirect, treble, exemplary, incidental, or punitive damages with respect to this Agreement.

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

16.7 Injunctive Relief. Notwithstanding any other provision of this Article 16, the Parties acknowledge that an award of damages may not afford complete relief or furnish an adequate legal remedy as between them, (such as when Seller's Event of Default arises from Seller's actions designed to achieve an economic gain by selling Solar Energy to a third party in violation of this Agreement). Accordingly, the Parties agree that a Party shall be permitted to seek at any time, in accordance with applicable laws, procedures, and the terms of this Agreement, preliminary and permanent injunctive relief relating to the performance of this Agreement from a Governmental Authority of appropriate jurisdiction, or a court of competent jurisdiction located in Atlanta, Fulton County, Georgia. In the event of entry of any interlocutory injunctive relief, the party against whom such relief is entered waives the right to have a bond or security posted pending resolution of the dispute giving rise to the issuance of the injunction.

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 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 in a form acceptable to Georgia Power should the financing party reasonably 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 Reimbursement of Georgia Power's Costs. Seller agrees that, in the event Seller assigns or transfers an interest in the Facility or the Agreement, or undergoes a Change of Control Transaction or executes a written consent in favor of Seller's financing party, as such transactions are described in this Article 17, Seller shall be responsible for reasonable costs incurred by Georgia Power, including expenses and legal fees incurred by Georgia Power to effectuate any consent to such proposed transactions, up to a cap of fifty thousand dollars ($50,000.00) per occurrence.

17.4 General Requirements. 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.

17.5 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.

17.6 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.

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

17.8 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, provided, however, in the event of an assignment of this Agreement to an Affiliate of Georgia Power pursuant to Section 17.1.2 such assignee will be liable for the assignor's obligations arising under this Agreement from and after the date of assignment.

17.9 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.

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

17.11 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.

17.12 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.

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

17.14 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.

17.15 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 and the Parties consent to such jurisdiction.

17.16 Confidentiality.

17.16.1 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.

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

17.16.3 The terms of Section 17.16 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 17.16 shall apply for the life of such trade secret.

17.17 Press Releases. Any public statement concerning the transaction described herein shall be reviewed and agreed upon by the Parties before release to the public.

17.18 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 ASI-Prime.

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

17.20 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 17.11.

17.21 Entire Agreement. This Agreement (including the attached Appendices A through I, 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.

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

1. Determination of Monthly Energy Payments

The Monthly Energy Payment ("MEP") shall be calculated as follows:

If ADP ≥ 75%, **MEP = CEP * MDE * EPA**

If ADP < 75%, MEP = MDE * Prevailing Rate

Where:

ADP = Annual Delivery Percentage for the prior Annual Period. The ADP is the ratio of the sum of the Annual Delivered Energy ("ADE") and any Curtailed Energy ("CE") to the Annual Energy Contract Amount ("AECA"), i.e.,

ADP = (ADE + CE) / (AECA)

ADE = Annual Delivered Energy is the amount of Solar Energy, in MWh, delivered by Seller to Georgia Power at the Point of Delivery plus any Deemed Delivered Energy ("DDE") during the prior Annual Period pursuant to this Agreement.

CE = Curtailed Energy for the prior Annual Period. In the event a declared Force Majeure Event, a system emergency, curtailment by Georgia Power under Section 7.6.1 or curtailment by the Transmission/Distribution Provider causes Seller to be unable to deliver Solar Energy during the prior Annual Period, the Curtailed Energy shall be the estimated MWh that the Parties agree would have been delivered during such events. The methodology for the estimate shall be determined by the Operating Committee utilizing the then current meteorological data. If the Parties fail to agree on the Curtailed Energy, the Parties agree to resolve the matter pursuant to the provisions of Article 16.

DDE = Deemed Delivered Energy for the prior Annual Period. Deemed Delivered Energy is the estimated amount of energy curtailed under Section 7.6.2. The methodology for the estimate shall be determined by the Operating Committee utilizing the then current meteorological data. If the Parties fail to agree on the Deemed Delivered Energy, the Parties agree to resolve the matter pursuant to the provisions of Article 16.

AECA = Annual Energy Contract Amount for each Annual Period shall be as provided in Appendix G.

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

Table A

Contract Energy Price	
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 to Georgia Power at the Point of Delivery plus any Deemed Delivered Energy determined under Section 7.6.2 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 ADP for the prior Annual Period. Georgia Power shall apply the Energy Payment Adjustment to the Monthly Energy Payment for the duration of the current Annual Period. During the first Annual Period of this Agreement such Energy Payment Adjustment shall be deemed to be one hundred percent (100%).

Table B

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

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

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 Orders in Docket Nos. 4822 and 19279.

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 that Annual Period to the annual payment shown 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 Payments made to Seller each Month during that Annual Period.

Table C

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

Excess ADE Payment = the Target Annual Payment in the event the ADP is >= 110% of the Annual Energy Contract Amount for the Annual Period shall reflect the sum of:

1. The Contract Energy Price for 110% of the Annual Energy Contract Amount and

2. The minimum of the Contract Energy Price or the average hourly AER for the Annual Period for the amount of energy delivered above 110% of the Annual Energy Contract amount, i.e.,

   Excess ADE Payment =
   110% * AECA * CEP + Min(CEP,AAC) * (ADE - 110% *AECA)

AAC = the simple average of the hourly AERs over all hours of 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 and Environmental Attributes 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. 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.

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 and Environmental Attributes 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 and Environmental Attributes 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.

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

(c) 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 Environmental Attributes 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 WILL (_____)/WILL NOT (_____) require the Seller, based on U.S. Generally Accepting Accounting Procedures in effect as of the date of this certificate, to deconsolidate on its books and records any assets, liabilities, cash flow, profits or losses of Seller as a result of the Georgia Power being determined to be the primary beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration after necessary discussions with relevant officers of Accounting Standards Codification ("ASC") Topic 810, Consolidation, and the following factual matters:

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

_____Yes
_____No (please explain)

*Explain:*_____
_____
_____
_____

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

_____Yes
_____No

*Explain:*_____
_____
_____
_____

3) Seller is financed with equity equal to or greater than ten percent (10%) of the Seller's

total assets per paragraphs 810-10-25-45 to 47 of ASC Topic 810.

_____ Yes
_____No

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

_____ Yes
_____No

*Explain:*_____
_____
_____
_____

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

_____ Yes
_____ No

*Explain:*_____
_____
_____
_____

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

_____ Yes
_____No

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

_____Yes
_____ No

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

_____Yes
_____ No

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

_____%

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

_____Yes
_____ No

Confirmation

The above information (and any attachments) has been completed in full and agrees with our records as of the date hereof.

By: _____

Title: _____

Company: _____

Date: _____

APPENDIX E

FACILITY DESCRIPTION AND SITE

The Facility Description and Site shall be defined as:

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

Facility Description: (May include details regarding tracking capabilities and system orientation among other things).

[NOTE: If Seller has elected to receive annual pricing that escalates at 3% or more, 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	
21	

*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	

APPENDIX H

TRANSFER OF INFORMATION ACKNOWLEDGEMENT

_____("Seller") and Georgia Power Company ("Georgia Power") have entered into that certain Agreement for the Purchase of Solar Energy and Environmental Attributes From a Renewable Resource Between _____ and Georgia Power Company ("Agreement") dated as of _____, 2014. The Agreement contemplates that certain information that could be considered to be non-public information that potentially has implications under the Federal Energy Regulatory Commission's Standards of Conduct will be provided by Seller to Georgia Power and/or Southern Company Services, Inc. as agent for the transmission owning subsidiaries of Southern Company (Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company). Seller acknowledges that such information is being provided for the purposes of operational implementation and administration of the Agreement (which includes conducting Georgia Power Company's system operations and dispatch functions) and will be utilized by individuals in both Transmission/Distribution Provider and energy affiliate/wholesale marketing unit functions under the Standards of Conduct.

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

Acknowledged on behalf of Seller:

By: _____
Name: _____
Date: _____

APPENDIX I

FACILITY ONE-LINE DIAGRAM

